

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
NOVEMBER 16, 2007 (Third Friday of This Month)  
\*WATSONVILLE CITY COUNCIL CHAMBERS\*  
\*250 MAIN STREET\*  
WATSONVILLE, CALIFORNIA  
9:00 a.m. – 12:00 noon

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

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

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
  - a. Dawn Shoquist Re: Winter Service Revisions
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

**CONSENT AGENDA**

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF OCTOBER 2007
- 5-2. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF MARY BELL, CLAIM #07-0036(A);  
DENY THE CLAIM OF JOSEPH BELL, CLAIM #07-0036(B);  
DENY THE CLAIM OF MATTHEW SMITH, CLAIM #07-0034;  
DENY THE CLAIM OF WAWANESA INSURANCE (ESCOBAR), CLAIM #07-0039
- 5-3. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR NOVEMBER 28, 2007 AND MINUTES OF SEPTEMBER 19, 2007
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF AUGUST 2007
- 5-5. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2007
- 5-6. CONSIDERATION OF RESPONSE TO REQUEST FOR RIDERSHIP DATA ON ROUTES #54 & #55

- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS FOR FACTORY REMANUFACTURED SERIES 50 DETROIT DIESEL ENGINES
- 5-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES
- 5-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH ALLIANT INSURANCE SERVICES TO EXTEND THE CONTRACT FOR LONG TERM DISABILITY INSURANCE FOR ONE ADDITIONAL YEAR
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH ALLIANT INSURANCE SERVICES TO EXTEND THE CONTRACT FOR EMPLOYEE DENTAL INSURANCE FOR ONE ADDITIONAL YEAR
- 5-11. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JULY, AUGUST & SEPTEMBER 2007; REVIEW OF AUDIT PERCENTAGE DISTRIBUTION BY AREA AND REVIEW OF BUS OPERATORS' REQUIRED CALL STOP LIST
- 5-12. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-13. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2007 MEETING(S)
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW/YODER FOR STATE LEGISLATIVE SERVICES
- 5-15. CONSIDERATION OF CONFIRMING A CONSTRUCTION CHANGE ORDER FOR WEST BAY BUILDERS IN THE AMOUNT OF \$45,000 FOR PRIMARY ELECTRICAL SERVICE AND TELECOM PROVISIONS FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT

#### **REGULAR AGENDA**

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Tavantzis  
**THIS PRESENTATION WILL TAKE PLACE AT THE NOVEMBER 16, 2007 BOARD MEETING**
7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2007; DESIGNATION OF NET EXCESS REVENUE IN THE AMOUNT OF: \$261,411 FOR CARRYOVER INTO THE FY 07-08 BUDGET; \$178,440 FOR CARRYOVER BUS OPERATOR WAGE ADJUSTMENT; (\$197,229) FOR LIABILITY INSURANCE



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

#### 15. REPORT OF CLOSED SESSION

### **ADJOURN**

### **NOTICE TO PUBLIC**

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Watsonville City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live in Watsonville on Charter Channel 70. Community Television will rebroadcast it at 7:00 p.m. on Friday, November 23, 2007 on Comcast Channel 26 and also on Charter Channel 72.

From: "Dawn Shoquist" <dawnatella@gmail.com>  
To: cthomas@scmt.d.com  
Subject: Opposition to the closure of Paradise Park Bus Service Communication

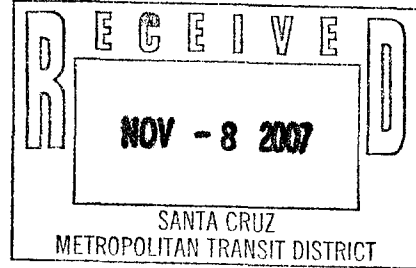
Dear Board of Directors,

I am very disturbed that the service to my area has been discontinued.  
See my attached letter to Cindi Thomasw on Nov. 2, 2007.

Re: Service Revisions Winter 2007

Nov 2, 2007

Dear Cindi Thomas,



Just this evening I received the information about the October 26th public hearing. If I had received this information sooner I would have written earlier, or made sure to attend. I am a resident of Paradise Park and am concerned about our bus service possibly being eliminated.

I have gratefully used this service on a number of occasions and the service is an enormous comfort and reassurance. Without this service we are isolated and completely dependent on privately owned vehicles. That one mile stretch of Hwy 9 between Santa Cruz and Paradise Park is dangerous for bicycles and pedestrians. Having bus service (limited as it is) from the Metro Center enabled our elderly, disabled, too young to drive, and vehicle-less, some sense of independence and connection to town.

I sincerely hope that the service will remain as a transportation lifeline between the Paradise Park Community (391 dwellings) and the City of Santa Cruz.

Dawn Shoquist  
93 Paradise Park  
Santa Cruz, CA 95060

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

DATE: 10/01/07 THRU 10/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23296M	10/02/07	120.99	001131	PARK PLAZA HOTEL		14782	10/4-10/5 VALDEZ, D	120.99	MANUAL
23297M	10/02/07	120.99	001131	PARK PLAZA HOTEL		14781	10/4-10/5 OWNES, R	120.99	MANUAL
23298	10/05/07	1,290.10	001122	4IMPRINT		14559	OFFICE SUPPLIES/HRD	1,290.10	
23299	10/05/07	444.65	001263	ABBOTT STREET RADIATOR, INC.		14529	OUT RPR REV VEH	444.65	
23300	10/05/07	216.86	002881	ADVANCED ELECTRONICS SOLUTIONS		14568	REV VEH PARTS	216.86	
23301	10/05/07	45.00	001088	ADVANCED MECHANICAL SERVICES		14611	BACKFLOW INSP	45.00	
23302	10/05/07	48.50	886	ALL PURE WATER		14768	OFFICE SUPPLIES/FLT	48.50	
23303	10/05/07	169.04	002861	AMERICAN MESSAGING SVCS, LLC		14708	OCT PAGER	169.04	
23304	10/05/07	10.23	294	ANDY'S AUTO SUPPLY		14433	PARTS & SUPPLIES	10.23	
23305	10/05/07	21.14	002689	B & B SMALL ENGINE		14513	PARTS & SUPPLIES	3.24	
23306	10/05/07	19.14	123	BAY PHOTO LAB		14514	PARTS & SUPPLIES	17.90	
23307	10/05/07	435.00	478	BEE CLENE	0	14446	PHOTO SUPPLIES/PT	19.14	
23308	10/05/07	156.37	002012	CARTER, H.V. CO. INC.		14400	CARPET/RESEARCH PARK	435.00	
23309	10/05/07	267.60	739	CENTURY CHEVROLET		14512	PARTS & SUPPLY/FAC	156.37	
23310	10/05/07	850.00	001346	CITY OF SANTA CRUZ		14638	REV VEH PARTS	267.60	
23311	10/05/07	50.30	667	CITY OF SCOTTS VALLEY		14783	PARKING DEF FEES	637.50	
23312	10/05/07	2,031.37	130	CITY OF WATSONVILLE UTILITIES		14784	PARKING DEF FEES	212.50	
						14743	7/15-9/15 KINGS VLG	50.30	
						14704	7/5-9/5 RODRIGUEZ	501.87	
						14705	CONTAINER/RODRIGUEZ	1,403.08	
						14706	7/5-9/5 RODRIGUEZ	60.78	
						14707	7/5-9/5 RODRIGUEZ	65.64	
23313	10/05/07	958.00	001113	CLARKE, SUSAN		14587	EX BUS ANNOUNC/AUD	958.00	
23314	10/05/07	70.00	001084	CLUTCH COURIERS		14479	PROF SVCS/RISK	70.00	
23315	10/05/07	268.65	002063	COSTCO		14412	LOCAL MEETING EXP	13.89	
						14441	OFFICE SUPPLY/FLT	219.98	
						14648	PHOTO PROCESS/OPS	3.00	
						14649	PHOTO PROCESS/OPS	2.58	
						14650	PHOTO PROCESS/OPS	1.92	
						14651	PHOTO PROCESS/OPS	4.70	
						14652	PHOTO PROCESS/OPS	15.22	
						14653	PHOTO PROCESS/OPS	7.36	
23316	10/05/07	417.54	002814	CREATIVE BUS SALES, INC.		14779	REV VEH PARTS	417.54	
23317	10/05/07	3,229.42	001000	DAIMLER CHRYSLER		14565	REV VEH PARTS	60.67	
						14613	REV VEH PARTS	3,079.85	
						14731	REV VEH PARTS	88.90	
23318	10/05/07	160.00	002567	DEPARTMENT OF JUSTICE		14560	AUG FINGERPRINTS	160.00	
23319	10/05/07	1,407.00	002824	DISKEEPER		14500	10/07-10/09 MAINT	1,407.00	
23320	10/05/07	3,846.94	085	DIXON & SON TIRE, INC.		14452	TIRES & TUBES/PT	550.34	
						14640	TIRES & TUBES	581.42	
						14760	TIRES & TUBES	33.00	
						14761	TIRES & TUBES	18.00	
						14762	TIRES & TUBES	15.00	
						14763	TIRES & TUBES	612.92	
						14764	TIRES & TUBES	2,000.26	
						14765	TIRES & TUBES	18.00	
						14766	TIRES & TUBES	18.00	
23321	10/05/07	90.00	002388	DOGHERRA'S	7	14641	OUT RPR REV VEH	45.00	

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						14642	OUT RPR REV VEH	45.00	
23322	10/05/07	278.07	001020	EMED COMPANY		14608	SAFETY SUPPLIES	278.07	
23323	10/05/07	162.95	002307	EWING IRRIGATION PRODUCTS		14503	REPAIRS/MAINTENANCE	162.95	
23324	10/05/07	198.40	432	EXPRESS PERSONNEL SERVICES		14722	TEMP/FLT W/E 9/9	198.40	
23325	10/05/07	331.44	372	FEDERAL EXPRESS		14735	AUG/SEPT SHIPPING	331.44	
23326	10/05/07	1,231.52	647	GFI GENFARE		14672	REV VEH PARTS	738.93	
						14673	REV VEH PARTS	492.59	
23327	10/05/07	1,548.52	117	GILLIG CORPORATION		14548	REV VEH PARTS	450.50	
						14549	REV VEH PARTS	1,098.02	
23328	10/05/07	379.28	282	GRAINGER		14539	REV VEH PARTS	48.73	
						14543	REV VEH PARTS	54.20	
						14566	SAFETY SUPPLIES	276.35	
23329	10/05/07	28.76	546	GRANITE ROCK COMPANY		14709	REPAIRS/MAINTENANCE	28.76	
23330	10/05/07	78,841.88	001035	HARRIS & ASSOCIATES		14491	MB AUG 07 PROF SVCS	78,841.88	
23331	10/05/07	63.00	T149	HOLMES, ANN		14633	21 PT COUPONS	63.00	
23332	10/05/07	61.32	166	HOSE SHOP, THE		14682	PARTS & SUPPLIES	61.32	
23333	10/05/07	136.58	215	IKON OFFICE SOLUTIONS		14742	8/19-9/19 MAINT/ADM	136.58	
23334	10/05/07	5.00	036	KELLY-MOORE PAINT CO., INC.		14396	REPAIRS/MAINTENANCE	5.00	
23335	10/05/07	5.97	074	KENVILLE LOCKSMITHS	7	14419	PARTS & SUPPLY/FLT	5.97	
23336	10/05/07	688.44	167	KEYSTON BROTHERS		14569	OTH MOBILE SUPPLIES	391.52	
						14614	OTH MOBILE SUPPLIES	296.92	
23337	10/05/07	165.03	107A	LUMBERMENS		14443	REPAIRS/MAINTENANCE	165.03	
23338	10/05/07	672.59	041	MISSION UNIFORM		14442	UNIF/LAUNDRY/FAC	82.37	
						14451	UNIF/LAUNDRY/PT	47.56	
						14525	UNIF/LAUNDRY/FLT	136.30	
						14526	UNIF/LAUNDRY/FLT	44.78	
						14527	UNIF/LAUNDRY/FLT	298.76	
						14528	UNIF/LAUNDRY/FLT	62.82	
23339	10/05/07	2,129.83	001063	NEW FLYER INDUSTRIES LIMITED		14689	REV VEH PARTS	1,091.20	
						14690	REV VEH PARTS	325.92	
						14691	REV VEH PARTS	712.71	
23340	10/05/07	479.15	043	PALACE ART & OFFICE SUPPLY		14474	OFFICE SUPPLIES/FIN	44.59	
						14482	OFFICE SUPPLIES/ADM	402.19	
						14483	OFFICE SUPPLIES/ADM	32.37	
23341	10/05/07	627.00	950	PARADISE LANDSCAPE	7	14776	OCT MAINTENANCE	627.00	
23342	10/05/07	403.00	481	PIED PIPER EXTERMINATORS, INC.		14571	SEPT PEST CONTROL	183.00	
						14572	SEPT PEST CONTROL	48.50	
						14573	SEPT PEST CONTROL	48.50	
						14574	SEPT PEST CONTROL	53.00	
						14575	SEPT PEST CONTROL	70.00	
23343	10/05/07	209.41	882	PRINT SHOP SANTA CRUZ		14494	PRINTING/OPS	209.41	
23344	10/05/07	13,447.25	001098	ROBERT HALF MANAGMENT RESOURCE		14636	TEMP/FIN CONV FEE	13,447.25	
23345	10/05/07	321.00	067	ROTO-ROOTER		14655	OUT TPT BLDG & IMP	321.00	
23346	10/05/07	908.63	001379	SAFETY-KLEEN SYSTEMS, INC.		14507	HAZ WASTE DISPOSAL	908.63	
23347	10/05/07	663.32	002713	SANTA CRUZ AUTO TECH, INC.		14485	OUT RPR REV VEH	50.15	
						14644	OUT RPR REV VEH	613.17	
23348	10/05/07	1,346.13	135	SANTA CRUZ AUTO PARTS, INC.		14418	PARTS & SUPPLY/FLT	38.13	
						14434	PARTS & SUPPLIES	11.50	
						14439	REV VEH PARTS	9.70	
						14484	REV VEH PARTS	19.24	

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						14532	PARTS & SUPPLIES	75.95	
						14533	PARTS & SUPPLIES	31.95	
						14534	PARTS & SUPPLIES	17.40	
						14535	PARTS & SUPPLIES	22.09	
						14540	REV VEH PARTS	12.46	
						14546	REV VEH PARTS	134.54	
						14547	REV VEH PARTS	893.17	
						14643	REV VEH PARTS	80.00	
23349	10/05/07	7.51	848	SANTA CRUZ ELECTRONICS, INC.		14432	PARTS & SUPPLIES	7.51	
23350	10/05/07	198.00	001523	SANTA CRUZ MEDICAL CLINIC	7	14408	MEDICAL EXAMS	66.00	
						14409	MEDICAL EXAMS	66.00	
						14410	MEDICAL EXAMS	66.00	
23351	10/05/07	7,656.16	079	SANTA CRUZ MUNICIPAL UTILITIES		14693	8/25-9/24 ENCINAL	123.18	
						14694	8/25-9/24 ENCINAL	817.64	
						14695	8/25-9/24 GOLF CLUB	937.64	
						14696	8/25-9/24 RIVER ST	2,100.24	
						14697	8/25-9/24 RIVER ST	159.23	
						14698	8/28-9/25 PACIFIC	2,430.42	
						14699	8/28-9/25 PACIFIC	89.37	
						14700	8/25-9/24 111 DUBOIS	110.75	
						14701	8/25-9/24 111 DUBOIS	366.83	
						14702	8/25-9/24 VERNON ST	376.35	
						14703	8/25-9/24 110 VERNON	144.51	
23352	10/05/07	166.30	149	SANTA CRUZ SENTINEL		14420	10/07-10/08 SUBSCRIP	166.30	
23353	10/05/07	711.00	174	SAYLOR & HILL COMPANY		14411	11/07-11/08 FID BOND	711.00	
23354	10/05/07	246.00	957	SECURITY SHORING & STEEL PLT		14610	7/28-8/27 RENTAL	246.00	
23355	10/05/07	36.63	002447	SETON IDENTIFICATION PRODUCTS		14692	OFFICE SUPPLIES/FIN	36.63	
23356	10/05/07	526.16	104	STATE STEEL COMPANY		14538	PARTS & SUPPLIES	526.16	
23357	10/05/07	90.97	170	TOWNSEND'S AUTO PARTS		14531	REV VEH PARTS	90.97	
23358	10/05/07	46.77	007	UNITED PARCEL SERVICE		14530	FRT OUT/FLT	23.13	
						14710	FRT OUT/FLT	23.64	
23359	10/05/07	2.00	002829	VALLEY POWER SYSTEMS, INC.		14686	PARTS & SUPPLIES	2.00	
23360	10/05/07	52.95	434B	VERIZON CALIFORNIA		14720	MT. BIEWLASKI	52.95	
23361	10/05/07	11,137.02	001043	VISION SERVICE PLAN		14635	OCT VISION INS	11,137.02	
23362	10/05/07	4,522.78	001083	WATSONVILLE TRANSPORTATION, INC		14646	9/6 9/11 PT SVCS	4,522.78	
23363	10/05/07	702.04	186	WILSON, GEORGE H., INC.		14504	OUT RPR BLDG/IMP	28.48	
						14656	REPAIRS/MAINTENANCE	673.56	
23364	10/05/07	45.30	147	ZEE MEDICAL SERVICE CO.		14755	SAFETY SUPPLIES	45.30	
23365	10/12/07	431.25	001128	ALWAYS TOWING & RECOVERY, INC		14678	TOW # 9825	431.25	
23366	10/12/07	17,357.10	941	ASSURANT EMPLOYEE BENEFITS		14833	OCT LTD INS	17,357.10	
23367	10/12/07	2,338.53	001A	AT&T/MCI		14812	SEPT PHONES	1,735.62	
						14887	SEPT PHONES/PT	483.28	
						14948	SEPT PHONES/FAC	119.63	
23368	10/12/07	2,160.83	876	ATCHISON, BARISONE, CONDOTTI &		14884	LEGAL SVC/ VERNON	271.80	
						14885	LEGAL SVC/ FRONT ST	192.50	
						14886	LEGAL SVC/ RIVER ST	1,696.53	
23369	10/12/07	596.96	001856	BAY COMMUNICATIONS	7	14902	OUT RPR EQUIP	137.63	
						14903	OUT RPR-EQUIP	227.82	
						14904	OUT RPR EQUIP	81.51	
						14905	OUT RPR EQUIP	150.00	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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23370	10/12/07	100.00	B003	BEAUTZ, JAN	7	14951	SEPT BOARD MTGS	100.00	
23371	10/12/07	745.00	478	BEE CLENE	0	14826	CARPET/ENCINAL	745.00	
23372	10/12/07	171.44	002189	BUS & EQUIPMENT		14756	REV VEH PARTS	171.44	
23373	10/12/07	72.10	001230	CAPITOL CLUTCH & BRAKE, INC.		14804	REV VEH PARTS	72.10	
23374	10/12/07	692.31	983	CENTRAL MAINTENANCE COMPANY		14828	SEPT JANITORIAL/PT	692.31	
23375	10/12/07	59.89	739	CENTURY CHEVROLET		14639	REV VEH PARTS	59.89	
23376	10/12/07	115.57	E166A	CHATMAN, SORETTA		14889	MED INS OVERPAYMENT	115.57	
23377	10/12/07	570.50	001346	CITY OF SANTA CRUZ		14883	7/07-8/07 INSPECT/MB	570.50	
23378	10/12/07	100.00	B014	CITY OF WATSONVILLE		14959	SEPT BOARD MTGS	100.00	
23379	10/12/07	314.93	002063	COSTCO					VOIDED
	10/18/07	-314.93				14660	CLEANING SUPPLIES	0.00	
23380	10/12/07	408.53	001000	DAIMLER CHRYSLER		14770	REV VEH PARTS	25.35	
						14830	REV VEH PARTS	383.18	
23381	10/12/07	100,449.82	001316	DEVCO OIL		14634	FUEL FLT 9/16-9/24	64,300.28	
						14721	FUEL FLT	36,149.54	
23382	10/12/07	1,714.30	480	DIESEL MARINE ELECTRIC, INC.		14570	REV VEH PARTS	1,714.30	
23383	10/12/07	7,429.95	085	DIXON & SON TIRE, INC.		14603	TIRES & TUBES	1,796.82	
						14604	TIRES & TUBES	622.30	
						14605	TIRES & TUBES	449.68	
						14606	TIRES & TUBES	817.23	
						14607	TIRES & TUBES	508.00	
						14661	TIRES & TUBES	204.31	
						14662	TIRES & TUBES	414.87	
						14663	TIRES & TUBES	762.00	
						14664	TIRES & TUBES	832.93	
						14665	TIRES & TUBES	396.93	
						14666	TIRES & TUBES	400.05	
						14667	TIRES & TUBES	224.83	
23386	10/12/07	965.00	916	DOCTORS ON DUTY		14852	7/24 DRUG TEST	25.00	
						14853	8/8 DRUG TEST	25.00	
						14854	8/8 DRUG TEST	25.00	
						14855	8/9 DRUG TEST	25.00	
						14856	8/13 DRUG TEST	25.00	
						14857	8/16 DRUG TEST	25.00	
						14858	8/22 DRUG TEST	100.00	
						14859	8/22 DRUG TEST	100.00	
						14860	8/24 DRUG TEST	30.00	
						14861	8/30 DRUG TEST	25.00	
						14862	8/30 DRUG TEST	30.00	
						14863	9/02 DRUG TEST	25.00	
						14864	9/2 DRUG TEST	30.00	
						14865	9/6 DRUG TEST	25.00	
						14866	9/6 DRUG TEST	25.00	
						14867	9/6 DRUG TEST	30.00	
						14868	9/8 DRUG TEST	100.00	
						14869	9/11 DRUG TEST	25.00	
						14870	9/17 DRUG TEST	25.00	
						14871	9/18 DRUG TEST	25.00	
						14872	9/18 DRUG TEST	30.00	
						14873	9/18 DRUG TEST	25.00	

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						14874	9/18 DRUG TEST	30.00	
						14875	9/20 DRUG TEST	25.00	
						14876	9/20 DRUG TEST	25.00	
						14877	9/20 DRUG TEST	30.00	
						14878	9/21 DRUG TEST	25.00	
						14879	9/21 DRUG TEST	30.00	
23387	10/12/07	154.00	002388	DOGHERRA'S	7	14719	TOW / DODGE VAN	154.00	
23388	10/12/07	3,512.00	001492	EVERGREEN OIL INC.		14775	HAZ WASTE DISPOSAL	3,512.00	
23389	10/12/07	637.89	647	GPI GENFARE		14732	REV VEH PARTS	637.89	
23390	10/12/07	63.08	282	GRAINGER		14659	SAFETY SUPPLIES	52.24	
						14675	REV VEH PARTS	10.84	
23391	10/12/07	890.21	001097	GREENWASTE RECOVERY, INC.		14923	OCT-DEC HWY 17/BC	223.23	
						14924	SEPT RESEARCH PARK	170.56	
						14925	OCT-DEC AIRPORT/FRDM	91.02	
						14926	OCT-DEC 2400 FREEDOM	45.51	
						14927	OCT-DEC FRDM/BOWKER	45.51	
						14928	OCT-DEC	45.51	
						14929	SEPTEMBER KINGS VLG	165.76	
						14930	OCT-DEC BIG BASIN	45.51	
						14931	SEPTEMBER MT HERMON	57.60	
23392	10/12/07	100.00	B021	HAGEN, DONALD N.		14952	SEPT BOARD MTGS	100.00	
23393	10/12/07	3,536.26	808	HARTZHEIM DODGE		14831	OUT RPR OTH VEH	3,536.26	
23394	10/12/07	50.00	B006	HINKLE, MICHELLE	7	14953	SEPT BOARD MTGS	50.00	
23395	10/12/07	701.96	166	HOSE SHOP, THE		14657	REPAIRS/MAINTENANCE	7.68	
						14668	REV VEH PARTS	107.85	
						14669	REV VEH PARTS	167.73	
						14681	PARTS & SUPPLIES	418.70	
23396	10/12/07	1,268.71	215	IKON OFFICE SOLUTIONS		14745	6/30-9/30 MAINT/OPS	482.35	
						14816	7/1-9/30 MAINT/PT	786.36	
23397	10/12/07	9.71	074	KENVILLE LOCKSMITHS	7	14683	PARTS & SUPPLIES	9.71	
23398	10/12/07	295.55	579	LAB SAFETY SUPPLY, INC.		14815	PARTS & SUPPLIES	295.55	
23399	10/12/07	464.00	852	LAW OFFICES OF MARIE F. SANG	7	14621	WORKERS COMP CLAIM	160.00	
						14622	WORKERS COMP CLAIM	96.00	
						14623	WORKERS COMP CLAIM	208.00	
23400	10/12/07	319.71	107A	LUMBERMENS		14563	REPAIRS/MAINTENANCE	13.06	
						14578	REPAIRS/MAINTENANCE	2.30	
						14584	SM TOOL/PARTS/SUPPLY	299.61	
						14609	REPAIRS/MAINTENANCE	4.74	
23401	10/12/07	44.00	E154	MARTINEZ, MANUEL		14847	DMV FEES	44.00	
23402	10/12/07	688.87	041	MISSION UNIFORM		14564	UNIF/LAUNDRY/FAC	80.66	
						14580	UNIF/LAUNDRY/FLT	54.05	
						14581	UNIF/LAUNDRY/FLT	62.82	
						14582	UNIF/LAUNDRY/FLT	292.57	
						14602	UNIF/LAUNDRY/FLT	143.81	
						14789	UNIF/LAUNDRY/FAC	18.32	
						14790	UNIF/LAUNDRY/FAC	18.32	
						14791	UNIF/LAUNDRY/FAC	18.32	
23403	10/12/07	66.00	E505	NAUKKARINEN, JUKKA		14848	DMV MEDICAL FEES	66.00	
23404	10/12/07	6,927.08	001063	NEW FLYER INDUSTRIES LIMITED		14736	REV VEH PARTS	1,611.27	
						14737	REV VEH PARTS	1,228.68	

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						14738	REV VEH PARTS	8.82	
						14739	REV VEH PARTS	132.90	
						14798	REV VEH PARTS	255.87	
						14799	REV VEH PARTS	13.86	
						14800	REV VEH PARTS	6.68	
						14801	REV VEH PARTS	843.60	
						14802	REV VEH PARTS	830.72	
						14803	REV VEH PARTS	1,994.68	
23405	10/12/07	100.00	B020	NICOL, KIRBY	7	14954	SEPT BOARD MTGS	100.00	
23406	10/12/07	933.35	004	NORTH BAY FORD LINC-MERCURY		14647	OUT RPR REV VEH	764.02	
						14670	REV VEH PARTS	145.63	
						14888	REV VEH PARTS	23.70	
23407	10/12/07	20,891.83	009	PACIFIC GAS & ELECTRIC		14808	8/29-9/28 115 DUBOIS	18.14	
						14809	8/29-9/28 115 DUBOIS	13.08	
						14810	8/29-9/28 ENCINAL	3,418.68	
						14811	8/29-9/28 ENCINAL	259.27	
						14836	8/28-9/28 1200 RIVER	1,728.07	
						14922	8/28-9/28 FLEET	5,376.83	
						14932	9/5-10/2 920 PACIFIC	1,806.33	
						14946	SEPT CNG/FLT	8,271.43	
23408	10/12/07	821.63	043	PALACE ART & OFFICE SUPPLY		14558	OFFICE SUPPLIES/ADM	25.58	
						14676	OFFICE SUPPLIES/FLT	37.24	
						14677	OFFICE SUPPLIES/FLT	488.64	
						14759	OFFICE SUPPLIES/PT	270.17	
23409	10/12/07	241.00	481	PIED PIPER EXTERMINATORS, INC.		14844	PEST CONTROL/RIVER	241.00	
23410	10/12/07	465.89	001120	PRO-PAK INDUSTRIES, INC		14688	SAFETY SUPPLIES	465.89	
23411	10/12/07	2,250.00	001071	QQUEST SOFTWARE SYSTEMS, INC.		14936	10/07-9/08 SURPORT	2,250.00	
23412	10/12/07	100.00	B011	REILLY, EMILY	7	14955	SEPT BOARD MTGS	100.00	
23413	10/12/07	100.00	B015	ROTKIN, MIKE	7	14956	SEPT BOARD MTGS	100.00	
23414	10/12/07	50.15	002713	SANTA CRUZ AUTO TECH, INC.		14645	OUT RPR REV VEH	50.15	
23415	10/12/07	109.93	135	SANTA CRUZ AUTO PARTS, INC.		14579	REV VEH PARTS	71.59	
						14583	PARTS & SUPPLIES	38.34	
23416	10/12/07	74.22	260	SANTA CRUZ GLASS CO., INC.		14577	REPAIRS/MAINTENANCE	48.83	
						14654	OUT RPR BLDG & IMP	25.39	
23417	10/12/07	272.90	079	SANTA CRUZ MUNICIPAL UTILITIES		14835	8/3-10/1 RESEARCH	272.90	
23418	10/12/07	30.00	880	SEISINT, INC.		14882	PROF/TECH SVC/RISK	30.00	
23419	10/12/07	165.00	001121	SILENT PARTNER SECURITY SYS.		14795	10/1-12/31 VERNON	165.00	
23420	10/12/07	66.64	115	SNAP-ON INDUSTRIAL		14718	SMALL TOOLS	66.64	
23421	10/12/07	100.00	B012	SPENCE, PAT	7	14957	SEPT BOARD MTGS	100.00	
23422	10/12/07	1,451.19	001976	SPORTWORKS NORTHWEST, INC.		14687	REV VEH PARTS	1,451.19	
23423	10/12/07	3,929.65	001036	STANDARD INSURANCE COMPANY		14834	OCT LIFE/AD&D INS	3,929.65	
23424	10/12/07	100.00	B017	STONE, MARK	7	14958	SEPT BOARD MTGS	100.00	
23425	10/12/07	2,707.41	002805	TELEPATH CORPORATION		14671	OCT OUTSIDE REPAIRS	2,707.41	
23426	10/12/07	123.62	170	TOWNSEND'S AUTO PARTS		14725	PARTS & SUPPLIES	123.62	
23427	10/12/07	12,792.00	475	TRAPEZE SOFTWARE GROUP, INC.		14935	11/07-10/08 MAINT	12,792.00	
23428	10/12/07	7,069.07	057	U.S. BANK		14960	42646044555645971	158.02	
						14961	4246044555645971	2,229.20	
						14962	4246044555645971	1,826.52	
						14963	4246044555645971	-62.80	
						14964	4264044555645971	1,433.51	

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						14966	4246044555645971	1,484.62	
23429	10/12/07	10.83	946	UNITED SITE SERVICES		14744	FENCE RENT/DUBOIS	10.83	
23430	10/12/07	853.40	002829	VALLEY POWER SYSTEMS, INC.		14674	REV VEH PARTS	816.28	
						14684	PARTS & SUPPLIES	29.43	
						14685	PARTS & SUPPLIES	7.69	
23431	10/12/07	80.00	E526	WARNOCK, APRIL		14968	TRAVEL ADV/CALACT	80.00	
23432	10/12/07	5,097.66	001083	WATSONVILLE TRANSPORTATION, INC		14753	9/12-9/18 PT SVCS	5,097.66	
23433	10/12/07	123.70	436	WEST PAYMENT CENTER		14880	CONST LITIG HDBK 07	123.70	
23434	10/12/07	130.35	042	WFCB-OSH COMMERCIAL SERVICES		14908	REPAIRS/MAINTENANCE	73.59	
						14909	REPAIRS/MAINTENANCE	4.09	
						14910	REPAIRS/MAINTENANCE	1.30	
						14911	PARTS & SUPPLY	40.56	
						14912	REPAIRS/MAINTENANCE	10.81	
23435	10/12/07	18,581.79	002875	WILBUR SMITH ASSOCIATES		14741	4/28-8/31 PROF SVCS	18,581.79	
23436	10/12/07	417.48	482	WILSHIRE GRAND HOTEL & CENTRE		14967	LODGING/WARNOCK	417.48	
23437	10/12/07	45.41	147	ZEE MEDICAL SERVICE CO.		14794	SAFETY SUPPLIES	45.41	
23438	10/19/07	800.00	020	ADT SECURITY SERVICES INC.		14947	ALARM INSTALL/RIVER	800.00	
23439	10/19/07	3,707.17	192	ALWAYS UNDER PRESSURE		14773	OUT RPR EQUIP	3,707.17	
23440	10/19/07	1,526.83	001A	AT&T/MCI		14934	SEPT PHONES/IT	1,479.45	
						15058	SEPT PHONES/PT	47.38	
23441	10/19/07	3,004.40	059	BATTERIES USA, INC.		14771	REV VEH PARTS	1,572.20	
						14797	REV VEH PARTS	1,432.20	
23442	10/19/07	75.00	001856	BAY COMMUNICATIONS	7	14906	OUT RPR EQUIP	75.00	
23443	10/19/07	375.00	478	BEE CLENE	0	14827	CARPET/RIVER ST	375.00	
23444	10/19/07	59.99	002411	BIG O TIRE		14805	OUT RPR 601	59.99	
23445	10/19/07	206.90	580	BLOCK AND COMPANY, INC.		14996	OFFICE SUPPLIES/OPS	103.45	
						14997	OFFICE SUPPLIES/OPS	103.45	
23446	10/19/07	5,000.00	001365	BORTNICK, ROBERT S. & ASSOC.	7	14851	CALL STOP SURVEY	5,000.00	
23447	10/19/07	208.00	002035	BOWMAN & WILLIAMS		14824	CHINA GRADE ROAD	208.00	
23448	10/19/07	152.99	001112	BRINKS AWARDS & SIGNS	7	14624	LOCAL MTG EXP	152.99	
23449	10/19/07	1,250.00	001089	CASEY PRINTING, INC		14970	FORKLIFT/VERNON	1,250.00	
23450	10/19/07	642.72	172	CENTRAL WELDER'S SUPPLY, INC.		14807	TOOL/PARTS/SAFETY	642.72	
23451	10/19/07	1,730.18	739	CENTURY CHEVROLET		14757	REV VEH PARTS	621.73	
						14820	REV VEH PARTS	471.09	
						14821	REV VEH PARTS	637.36	
23452	10/19/07	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		14814	OCT LEGISLATIVE SVCS	5,000.00	
23453	10/19/07	10.34	130	CITY OF WATSONVILLE UTILITIES		14971	9/1-10/1 RODRIGUEZ	10.34	
23454	10/19/07	5,681.09	909	CLASSIC GRAPHICS		14806	OUT RPR REV VEH	5,681.09	
23455	10/19/07	314.93	002609	CLEANSOURCE		15059	CLEANING SUPPLIES	314.93	
23456	10/19/07	25,885.24	002569	COMERICA BANK		14734	WORK COMP FUND	25,885.24	
23457	10/19/07	184.00	367	COMMUNITY TELEVISION OF		15042	TV COVERAGE 9/28 MTG	184.00	
23458	10/19/07	34.00	E050	CONTRERAS, HARVEY		14987	DMV FEES	34.00	
23459	10/19/07	23.83	002063	COSTCO		14746	PHOTO RPROCESS/OPS	7.14	
						14747	PHOTO PROCESS/OPS	4.49	
						14748	PHOTO PROCESS/OPS	12.20	
23460	10/19/07	1,823.50	002814	CREATIVE BUS SALES, INC.		15056	REV VEH PARTS	765.64	
						15057	REV VEH PARTS	1,057.86	
23461	10/19/07	243.04	001000	DAIMLER CHRYSLER		14846	REV VEH PARTS	243.04	
23462	10/19/07	210.57	085	DIXON & SON TIRE, INC.		14818	TIRES & TUBES	16.76	
						14819	TIRES & TUBES	193.81	

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23463	10/19/07	500.00	002862	ECOLOGICAL CONCERNS INC.		14838	WATER DRAINAGE/MB	500.00	
23464	10/19/07	199.00	861	EMPLOYER RESOURCE INSTITUTE		14969	CA WAGE & HOUR ADV	199.00	
23465	10/19/07	882.50	001492	EVERGREEN OIL INC.		14774	HAZ WASTE DISPOSAL	882.50	
23466	10/19/07	793.60	432	EXPRESS PERSONNEL SERVICES		15055	TEMP/FLT W/E 9/2	793.60	
23467	10/19/07	1,852.64	647	GFI GENFARE		14772	REV VEH PARTS	427.92	
						14796	REV VEH PARTS	740.27	
						15018	REV VEH PARTS	684.45	
23468	10/19/07	387.00	117	GILLIG CORPORATION		14769	SAFETY SUPPLIES	387.00	
23469	10/19/07	270.00	632	GOVERNMENT FINANCE OFFICERS		15050	MEMBERSHIP RENEW/FIN	270.00	
23470	10/19/07	48.83	510A	HASLER, INC.		15054	11/1-11/30 RENTL/ADM	48.83	
23471	10/19/07	57.94	166	HOSE SHOP, THE		14976	PARTS & SUPPLIES	39.57	
						14977	PARTS & SUPPLIES	18.37	
23472	10/19/07	123.83	074	KENVILLE LOCKSMITHS	7	14730	PARTS & SUPPLIES	34.18	
						14907	REPAIRS/MAINTENANCE	89.65	
23473	10/19/07	294.00	001093	KROLL LABORATORY SPECIALISTS		14777	9/1-9/24 DRUG TESTS	294.00	
23474	10/19/07	159.02	107A	LUMBERMENS		14729	PARTS & SUPPLIES	150.36	
						14792	PARTS & SUPPLIES	8.66	
23475	10/19/07	945.18	001358	MARINA MOTOR COMPANY		14822	OUT RPR REV VEH	945.18	
23476	10/19/07	218.72	764	MERCURY METALS		14752	OUT RPR #207	218.72	
23477	10/19/07	60.00	E625	MIHAYLOVA, KRISTINA		15052	10/9 EMP TRAINING	60.00	
23478	10/19/07	1,469.30	041	MISSION UNIFORM		14658	UNIF/LAUNDRY/FAC	82.37	
						14711	UNIF/LAUNDRY/FLT	62.82	
						14712	UNIF/LAUNDRY/FLT	539.80	
						14713	UNIF/LAUNDRY/FLT	78.77	
						14714	UNIF/LAUNDRY/FLT	143.25	
						14751	UNIF/LAUNDRY/PT	50.16	
						14788	UNIF/LAUNDRY/FAC	18.32	
						14839	UNIF/LAUNDRY/FLT	44.78	
						14840	UNIF/LAUNDRY/FLT	299.25	
						14841	UNIF/LAUNDRY/FLT	62.82	
						14842	UNIF/LAUNDRY/FLT	39.33	
						14843	UNIF/LAUNDRY/FLT	47.63	
23479	10/19/07	6,024.93	001063	NEW FLYER INDUSTRIES LIMITED		14917	REV VEH PARTS	415.50	
						14940	REV VEH PARTS	1,737.78	
						14941	REV VEH PARTS	172.56	
						14942	REV VEH PARTS	30.00	
						14943	REV VEH PARTS	207.62	
						14944	REV VEH PARTS	415.50	
						15033	REV VEH PARTS	1,001.14	
						15034	REV VEH PARTS	1,909.17	
						15035	REV VEH PARTS	135.66	
23480	10/19/07	420.76	004	NORTH BAY FORD LINC-MERCURY		14717	PARTS & SUPPLIES	2.78	
						14767	PARTS & SUPPLIES	5.30	
						14780	OUT RPR OTH VEH	412.68	
23481	10/19/07	2,353.91	009	PACIFIC GAS & ELECTRIC		14972	8/14-10/9 KINGS VLG	2,344.64	
						14973	8/28-9/28 1122 RIVER	9.27	
23482	10/19/07	529.35	043	PALACE ART & OFFICE SUPPLY		14733	CREDIT MEMO	-37.24	
						14740	OFFICE SUPPLIES/ADM	53.97	
						14758	OFFICE SUPPLIES/PT	237.62	
						14823	OFFICE SUPPLIES/PT	174.77	

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						14832	OFFICE SUPPLIES/FIN	80.28	
						14881	OFFICE SUPPLIES/LGL	49.49	
						14998	CREDIT MEMO	-151.60	
						14999	OFFICE SUPPLIES/OPS	23.18	
						15000	OFFICE SUPPLIES/OPS	39.30	
						15039	OFFICE SUPPLIES	59.58	
23483	10/19/07	206.10	156	PRINT GALLERY, THE		14778	PRINT ROUTE STICKERS	206.10	
23484	10/19/07	2,392.06	018	SALINAS VALLEY FORD SALES		14980	REV VEH PARTS	2,283.02	
						14983	SM TOOL/REV VEH PTS	109.04	
23485	10/19/07	581.43	002713	SANTA CRUZ AUTO TECH, INC.		14894	OUT RPR REV VEH	581.43	
23486	10/19/07	793.55	135	SANTA CRUZ AUTO PARTS, INC.		14679	PARTS & SUPPLIES	85.39	
						14680	PARTS & SUPPLIES	26.02	
						14715	PARTS & SUPPLIES	36.11	
						14716	PARTS & SUPPLIES	5.29	
						14726	REV VEH PARTS	-82.49	
						14727	REV VEH PARTS	171.53	
						14728	REV VEH PARTS	311.40	
						14749	REV VEH PARTS	120.00	
						14750	REV VEH PARTS	120.30	
23487	10/19/07	2,500.00	002267	SHAW & YODER, INC.		14813	SEPT LEGISLATIVE SVC	2,500.00	
23488	10/19/07	798.03	001976	SPORTWORKS NORTHWEST, INC.		14982	REV VEH PARTS	798.03	
23489	10/19/07	1,692.03	080A	STATE BOARD OF EQUALIZATION		15051	JUL-SEP 07 FUEL TAX	1,692.03	
23490	10/19/07	10,149.15	001648	STEVE'S UNION SERVICE		14817	SEPT FUEL/PT	10,149.15	
23491	10/19/07	47,202.96	970	THE MECHANICS BANK		15061	SEPT RETAINAGE/MB	47,202.96	
23492	10/19/07	887.51	083	THYSSENKRUPP ELEVATOR		14793	OUT RPR BLDG & IMP	403.00	
						14845	OCT-DEC 07 MAINT	484.51	
23493	10/19/07	325.72	002504	TIFCO INDUSTRIES		15029	PARTS & SUPPLIES	51.80	
						15030	PARTS & SUPPLIES	273.92	
23494	10/19/07	461.13	170	TOWNSEND'S AUTO PARTS		14723	CLEANING SUPPLIES	184.45	
						14724	CLEANING SUPPLIES	276.68	
23495	10/19/07	200.00	869	TRUCK DRIVER'S INSTITUTE		15053	TENANT DEPOSIT	200.00	
23496	10/19/07	264.82	068	UNITED LABORATORIES		14950	REPAIRS/MAINTENANCE	264.82	
23497	10/19/07	36.32	007	UNITED PARCEL SERVICE		15001	FRT OUT - FLT	36.32	
23498	10/19/07	162.08	946	UNITED SITE SERVICES		14985	FENCE REPAIR/DUBOIS	162.08	
23499	10/19/07	4,577.52	001083	WATSONVILLE TRANSPORTATION, INC		14754	9/19-9/25 PT SVCS	4,577.52	
23500	10/19/07	70.00	682	WEISS, AMY L.	7	14837	SEPT INTERPRETER	70.00	
23501	10/19/07	424,826.64	002887	WEST BAY BUILDERS, INC.		15060	CONST SVC MB TO 9/30	424,826.64	
23502	10/19/07	81.82	436	WEST PAYMENT CENTER		15041	SEPT ACCESS CHGS	81.82	
23503	10/19/07	60.22	186	WILSON, GEORGE H., INC.		15007	OUT RPR REV VEH	60.22	
23504	10/19/07	1,480.79	148	ZEP MANUFACTURING COMPANY		14914	CLEANING SUPPLIES	1,480.79	
23505	10/26/07	328.11	020	ADT SECURITY SERVICES INC.		15085	NOV ALARMS	79.40	
						15086	NOV ALARMS	44.23	
						15087	NOV ALARMS	58.67	
						15088	NOV ALARMS	40.48	
						15089	NOV ALARMS	44.23	
						15090	NOV ALARMS	61.10	
23506	10/26/07	31.40	E437	AITKEN, ANGELA		15120	EMP INCENTIVE	31.40	
23507	10/26/07	61.95	002828	ALLIED ELECTRONICS		15078	PARTS & SUPPLIES	61.95	
23508	10/26/07	48.42	M033	BAILEY, NEIL	7	9001316	MED PYMT SUPP	48.42	
23509	10/26/07	50.32	M068	BASS, BETTY	7	9001329	MED PYMT SUPP	50.32	

5-1.9

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

DATE: 10/01/07 THRU 10/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23510	10/26/07	450.00	478	BEE CLENE	0	14913	JANITORIAL/RESEARCH	75.00	
						14986	CARPET/PACIFIC	375.00	
23511	10/26/07	78.87	M077	BRADFORD, THOMAS	7	9001337	MED PYMT SUPP	78.87	
23512	10/26/07	177.12	M072	BRIDINGER, CHRIS	7	9001332	MED PYMT SUPP	177.12	
23513	10/26/07	48.42	M078	BRIDINGER, DENISE	7	9001338	MED PYMT SUPP	48.42	
23514	10/26/07	48.42	M079	BROGDON, ROY		9001339	MED PYMT SUPP	48.42	
23515	10/26/07	1,226.00	616	BROWN ARMSTRONG		15121	AUDIT SERVICES	1,226.00	
23516	10/26/07	398,387.87	502	CA PUBLIC EMPLOYEES'		15162	NOV MEDICAL INS	398,387.87	
23517	10/26/07	122.64	M022	CAPELLA, KATHLEEN	7	9001315	MED PYMT SUPP	122.64	
23518	10/26/07	24.22	M080	CARR, DALE	7	9001340	MED PYMT SUPP	24.22	
23519	10/26/07	61.33	M073	CENTER, DOUG	7	9001333	MED PYMT SUPP	61.33	
23520	10/26/07	24.22	M036	CERVANTES, GLORIA	7	9001317	MED PYMT SUPP	24.22	
23521	10/26/07	1,088.75	733	CLAREMONT BEHAVIORAL SERVICES		15161	NOV EAP PREMIUM	1,088.75	
23522	10/26/07	32.30	M090	CLARKE, PATRICIA	7	9001346	MED PYMT SUPP	32.30	
23523	10/26/07	10.00	E050	CONTRERAS, HARVEY		15125	DMV FEES	10.00	
23524	10/26/07	46.75	002063	COSTCO		14849	PHOTO PROCESS/OPS	5.05	
						14850	PHOTO PROCESS/OPS	14.82	
						14988	PHOTO PROCESS/OPS	5.90	
						14989	PHOTO PROCESS/OPS	4.50	
						14990	PHOTO PROCESS/OPS	4.39	
						14991	PHOTO PROCESS/OPS	2.86	
						14992	PHOTO PROCESS/OPS	6.05	
						14993	PHOTO PROCESS/OPS	3.18	
23525	10/26/07	72.86	M116	CRAMBLETT, LAWRENCE		9001363	MED PYMT SUPP	72.86	
23526	10/26/07	61.33	M092	CRAWFORD, TERRI	7	9001347	MED PYMT SUPP	61.33	
23527	10/26/07	919.00	001048	CRUZ CAR WASH		15182	SEPT VEH WASH/PT	919.00	
23528	10/26/07	896.31	001000	DAIMLER CHRYSLER		15031	REV VEH PARTS	793.06	
						15068	REV VEH PARTS	103.25	
23529	10/26/07	24.22	M039	DAVILA, ANA MARIA	7	9001318	MED PYMT SUPP	24.22	
23530	10/26/07	95,460.92	001316	DEVCO OIL		15094	FUEL FLT 10/1-10/15	95,460.92	
23531	10/26/07	5,980.04	085	DIXON & SON TIRE, INC.		14893	TIRES & TUBES	387.61	
						14897	TIRES & TUBES	1,329.06	
						14918	TIRES & TUBES	899.34	
						14919	TIRES & TUBES	612.92	
						14920	TIRES & TUBES	1,078.09	
						14921	TIRES & TUBES	501.75	
						14978	TIRES & TUBES	224.83	
						14979	TIRES & TUBES	752.63	
						15113	TIRES & TUBES	193.81	
23532	10/26/07	61.33	M095	DIXON, GEORGE	7	9001348	MED PYMT SUPP	61.33	
23533	10/26/07	45.00	002388	DOGHERRA'S	7	15095	OUT RPR REV VEH	45.00	
23534	10/26/07	404.18	E373	DORFMAN, MARK		15082	10/5-10/11 APTA CONF	404.18	
23535	10/26/07	61.33	M096	DRAKE, JUDITH	7	9001349	MED PYMT SUPP	61.33	
23536	10/26/07	61.33	M098	FAUCI, SUSAN	7	9001350	MED PYMT SUPP	61.33	
23537	10/26/07	61.33	M099	FIKE, LOUIS	7	9001351	MED PYMT SUPP	61.33	
23538	10/26/07	38.00	E422	FLORES, JUAN		15126	DMV FEES	38.00	
23539	10/26/07	154.94	M074	GABRIELE, BERNARD	7	9001334	MED PYMT SUPP	154.94	
23540	10/26/07	24.22	M040	GARBEZ, LINDA	7	9001319	MED PYMT SUPP	24.22	
23541	10/26/07	48.42	M100	GARCIA, SANTIAGO	7	9001352	MED PYMT SUPP	48.42	
23542	10/26/07	120.29	647	GFI GENFARE		15075	REV VEH PARTS	120.29	

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 10/01/07 THRU 10/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23543	10/26/07	193.50	117	GILLIG CORPORATION		15032	SAFETY SUPPLIES	193.50	
23544	10/26/07	61.33	M101	GOES, ALAN	7	9001353	MED PYMT SUPP	61.33	
23545	10/26/07	48.42	M041	GOUVEIA, ROBERT	7	9001320	MED PYMT SUPP	48.42	
23546	10/26/07	22.42	546	GRANITE ROCK COMPANY		15081	REPAIRS/MAINTENANCE	22.42	
23547	10/26/07	48.42	M081	HALL, JAMES	7	9001341	MED PYMT SUPP	48.42	
23548	10/26/07	41.04	510A	HASLER, INC.		15183	11/1-11/30 RENTAL/PT	41.04	
23549	10/26/07	241.33	M016	HICKLIN, DONALD KENT	7	9001314	MED PYMT SUPP	241.33	
23550	10/26/07	24.25	M082	HINDIN, LENORE	7	9001342	MED PYMT SUPP	24.25	
23551	10/26/07	28,000.00	002116	HINSHAW, EDWARD & BARBARA	7	9001308	370 ENCINAL RENT	28,000.00	
23552	10/26/07	62.96	M043	HOLODNICK, JAMES	7	9001321	MED PYMT SUPP	62.96	
23553	10/26/07	72.86	M075	HOWARD, CAROL	7	9001335	MED SUPP PYMT	72.86	
23554	10/26/07	177.26	422	IMAGE SALES INC.		15159	PHOTO SUPPLIES/HRD	177.26	
23555	10/26/07	20,006.74	002117	IULIANO	7	15158	CPI ADJUSTMENT	3,050.40	
						15168	CPI ADJUSTMENT	2,196.36	
						9001309	111 DUBOIS RENT	11,595.94	
						9001310	115 DUBOIS RENT	3,164.04	
23556	10/26/07	61.33	M069	JACOBS, KENNETH	7	9001330	MED PYMT SUPP	61.33	
23557	10/26/07	32.30	M103	JEMISON, MAURICE	7	9001354	MED PYMT SUPP	32.30	
23558	10/26/07	2,706.85	110	JESSICA GROCERY STORE, INC.		9001311	CUSTODIAL SERVICES	2,706.85	
23559	10/26/07	61.33	M104	JUSSEL, PETE	7	9001355	MED PYMT SUPP	61.33	
23560	10/26/07	377.09	M061	KAMEDA, TERRY	7	9001327	MED PYMT SUPP	377.09	
23561	10/26/07	32.30	M105	KOHAMA, MARY	7	9001356	MED PYMT SUPP	32.30	
23562	10/26/07	655.09	579	LAB SAFETY SUPPLY, INC.		15025	PARTS & SUPPLIES	44.20	
						15036	PARTS & SUPPLIES	610.89	
23563	10/26/07	4,107.25	852	LAW OFFICES OF MARIE F. SANG	7	15037	WORKERS COMP CLAIM	96.00	
						15038	WORKERS COMP CLAIM	3,501.30	
						15047	WORKERS COMP CLAIM	301.95	
						15048	WORKERS COMP CLAIM	208.00	
23564	10/26/07	140.50	107A	LUMBERMENS		14898	REPAIRS/MAINTENANCE	31.82	
						14938	REPAIRS/MAINTENANCE	108.68	
23565	10/26/07	32.30	M106	LYALL, JOHN	7	9001357	MED PYMT SUPP	32.30	
23566	10/26/07	1,407.00	001119	MACERICH PARTNERSHIP LP	7	9001307	CAPITOLA MALL RENT	1,407.00	
23567	10/26/07	991.50	E227	MCFADDEN, IAN		15160	EMP TRAVEL/TRAINING	991.50	
23568	10/26/07	670.00	764	MERCURY METALS		14895	OUT RPR REV VEH	650.00	
						14896	OUT RPR REV VEH	20.00	
23569	10/26/07	61.33	M108	MILLER, FOREST	7	9001358	MED PYMT SUPP	61.33	
23570	10/26/07	212.71	041	MISSION UNIFORM		14825	UNIF/LAUNDRY/FAC	80.66	
						14916	UNIF/LAUNDRY/FLT	132.05	
23571	10/26/07	3,427.03	288	MUNCIE TRANSIT SUPPLY		15028	REV VEH PARTS	3,427.03	
23572	10/26/07	26,312.88	002891	NCLN20, INC.		15124	SEPT SECURITY	26,312.88	
23573	10/26/07	4,672.43	001063	NEW FLYER INDUSTRIES LIMITED		15072	REV VEH PARTS	311.43	
						15073	REV VEH PARTS	4,361.00	
23574	10/26/07	817.35	002721	NEXTEL COMMUNICATIONS		15185	9/4-10/3 PHONES/PT	817.35	
23575	10/26/07	395.31	004	NORTH BAY FORD LINC-MERCURY		14892	REV VEH PARTS	395.31	
23576	10/26/07	24.22	M050	O'MARA, KATHLEEN	7	9001322	MED PYMT SUPP	24.22	
23577	10/26/07	1,075.12	009	PACIFIC GAS & ELECTRIC		15163	9/14-10/12 RESEARCH	1,075.12	
23578	10/26/07	4,808.60	872	PACIFIC MATERIAL HANDLING SOL.		15172	OUT RPR EQUIP	4,808.60	
23579	10/26/07	257.88	043	PALACE ART & OFFICE SUPPLY		14949	OFFICE SUPPLIES/FAC	56.54	
						14994	OFFICE SUPPLIES/OPS	57.46	
						15063	CREDIT MEMO	-12.45	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 10/01/07 THRU 10/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						15064	CREDIT MEMO	-13.43	
						15139	OFFICE SUPPLIES/FLT	169.76	
23580	10/26/07	1,200.00	950	PARADISE LANDSCAPE	7	15084	SERVICE/VERNON	1,200.00	
23581	10/26/07	346.62	M057	PARHAM, WALLACE	7	9001325	MED PYMT SUPP	346.62	
23582	10/26/07	48.42	M051	PENDRAGON, LINDA	7	9001323	MED PYMT SUPP	48.42	
23583	10/26/07	62.96	M109	PEREZ, CHERYL		9001359	MED PYMT SUPP	62.96	
23584	10/26/07	308.52	M064	PETERS, TERRIE	7	9001328	MED PYMT SUPP	308.52	
23585	10/26/07	61.33	M070	PICARELLA, FRANCIS	7	9001331	MED PYMT SUPP	61.33	
23586	10/26/07	61.33	M117	POLANCO, ANDRES		9001364	MED PYMT SUPP	61.33	
23587	10/26/07	346.62	M058	POTEETE, BEVERLY	7	9001326	MED PYMT SUPP	346.62	
23588	10/26/07	139.97	882	PRINT SHOP SANTA CRUZ		14829	OFFICE SUPPLIES	86.80	
						14995	PRINTING/OPS	53.17	
23589	10/26/07	39.99	050A	PURCHASE POWER		15167	ANNUAL ACCESS FEE	39.99	
23590	10/26/07	113.88	061A	REGISTER PAJARONIAN		14915	CLASS ADV/FLT	113.88	
23591	10/26/07	315.76	M005	ROSS, EMERY	7	9001312	MED PYMT SUPP	315.76	
23592	10/26/07	48.42	M085	ROSSI, DENISE	7	9001343	MED PYMT SUPP	48.42	
23593	10/26/07	221.00	067	ROTO-ROOTER		15141	OUT RPR BLDG & IMP	221.00	
23594	10/26/07	32.30	M111	SANCHEZ, FELIX	7	9001360	MED PYMT SUPP	32.30	
23596	10/26/07	3,649.69	002713	SANTA CRUZ AUTO TECH, INC.		15098	OUT RPR REV VEH	2,984.84	
						15100	OUT RPR REV VEH	56.60	
						15101	OUT RPR REV VEH	56.60	
						15102	OUT RPR REV VEH	50.15	
						15103	OUT RPR REV VEH	50.15	
						15104	OUT RPR REV VEH	50.15	
						15105	OUT RPR REV VEH	50.15	
						15106	OUT RPR REV VEH	50.15	
						15107	OUT RPR REV VEH	50.15	
						15108	OUT RPR REV VEH	50.15	
						15109	OUT RPR REV VEH	50.15	
						15110	OUT RPR REV VEH	50.15	
						15111	OUT RPR REV VEH	50.15	
						15112	OUT RPR REV VEH	50.15	
23597	10/26/07	501.91	135	SANTA CRUZ AUTO PARTS, INC.		14890	REV VEH PARTS	80.00	
						14891	REV VEH PARTS	66.86	
						14899	REV VEH PARTS	7.55	
						14900	CLEANING SUPPLIES	38.34	
						14901	EMPLOYEE TOOL	294.02	
						14945	SMALL TOOLS	15.14	
23598	10/26/07	488.31	001	SBC		15123	OCT REPEATERS/OPS	402.44	
						15129	SEPT REPEATERS/OPS	85.87	
23599	10/26/07	363.97	M010	SHORT, SLOAN	7	9001313	MED PYMT SUPP	363.97	
23600	10/26/07	61.33	M112	SILVA, EDUARDO	7	9001361	MED PYMT SUPP	61.33	
23601	10/26/07	100.00	B016	SKILLICORN, DALE	7	15128	OCT BOARD MTGS	100.00	
23602	10/26/07	48.42	M054	SLOAN, FRANCIS	7	9001324	MED PYMT SUPP	48.42	
23603	10/26/07	11,948.70	001075	SOQUEL III ASSOCIATES	7	15062	SEC DEPOSIT INCREASE	297.59	
						9001306	RESEARCH PARK RENT	11,651.11	
23604	10/26/07	5,468.00	080	STATE BOARD OF EQUALIZATION		15187	JUL-SEP USE TAX	5,468.00	
23605	10/26/07	260.14	104	STATE STEEL COMPANY		15026	PARTS & SUPPLIES	260.14	
23606	10/26/07	24.22	M086	TOLINE, DONALD	7	9001344	MED PYMT SUPP	24.22	
23607	10/26/07	478.84	002883	UNISTORAGE		15122	OFFICE SUPPLIES/IT	478.84	

5-1.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 10/01/07 THRU 10/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
23608	10/26/07	237.11	002829	VALLEY POWER SYSTEMS, INC.		14937	CREDIT MEMO	-49.00	
						14939	REV VEH PARTS	274.39	
						15149	REV VEH PARTS	11.72	
23609	10/26/07	60.80	434	VERIZON WIRELESS		15186	WIRELESS PC CARD	60.80	
23610	10/26/07	177.12	M076	VONWAL, YVETTE	7	9001336	MED PYMT SUPP	177.12	
23611	10/26/07	3,988.30	001083	WATSONVILLE TRANSPORTATION, INC		15117	9/26-9/30 PT SVCS	3,988.30	
23612	10/26/07	189.44	001506	WESTERN STATES OIL CO., INC.		15024	FUEL/LUBE/FLT	189.44	
23613	10/26/07	111.41	E495	WHITE, LES		15127	10/6-10/11 APTA MTG	111.41	
23614	10/26/07	72.86	M115	WILLIAMS, CHRIS	7	9001362	MED PYMT SUPP	72.86	
23615	10/26/07	24.22	M088	YAGI, RANDY	7	9001345	MED PYMT SUPP	24.22	
23616	10/26/07	42.15	147	ZEE MEDICAL SERVICE CO.		15067	SAFETY SUPPLIES	42.15	
TOTAL		1,601,036.66		COAST COMMERCIAL BANK			TOTAL CHECKS	318	1,601,036.66

5-1.13

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Bell, Mary  
Date of Incident: 04/16/07

Received: 10/16/07 Claim #: 07-0036 (A)  
Occurrence Report No.: SC 04-07-20

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 11-06-07

---

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 November 16, 2007.

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

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

MG/lg  
Attachment(s)

**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Bell, Joseph  
Date of Incident: 04/16/07

Received: 10/16/07 Claim #: 07-0036 (B)  
Occurrence Report No.: SC 04-07-20

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 11-05-07

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I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of November 16, 2007.

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

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

MG/lg  
Attachment(s)

AMENDED CLAIM AGAINST THE SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT

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

Claim # \_\_\_\_\_

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: Mary Bell and Joseph Bell  
Claimant's Address:  
Claimant's Phone Number:
  
2. Address to where notices are to be sent:  
Mark E. Davis, Needham, Davis, Kepner & Young  
1960 The Alameda, Suite 210, San Jose, CA 95126  
408.261.4262 (phone); 408.244.7815 (fax)
  
3. Occurrence: \_\_\_\_\_  
Date: 4-16-07 Time: \_\_\_\_\_ Place: Santa Cruz, CA  
Circumstances of occurrence or transaction giving rise to claim:  
Mary Bell fell and sustained personal injuries, including but not limited to a broken hip when trying to avoid a Santa Cruz Metro Transit bus that was backing up toward her. The negligence of the Transit District was a legal cause of injury to claimants.
  
4. General description of indebtedness, obligation, injury, damages, or loss incurred so far as is known: Mary Bell sustained personal injuries, including but not limited to a fractured hip. Her husband, Joseph Bell, witnessed the accident and sustained emotional distress and loss of consortium.
  
5. Name or names of public employees causing injury, damage, or loss, if known:  
Unknown at this time.
  
6. Amount Claimed Now \$ Unknown at this time, but  
in excess of \$25,000  
Estimated amount of future loss, if known \$ Unknown at this time  
TOTAL \$ Unknown at this time
  
7. Basis of above computations:

Mark Davis  
Claimant's Signature

10-16-07  
DATE

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Smith, Matthews  
Date of Incident: 9/23/07

Received: 10/12/07 Claim #: 07-0034  
Occurrence Report No.: SC 09-07-17

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 11-09-07

---

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 November 16, 2007.

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

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

MG/ig  
Attachment(s)

5-2.4

#0.-003

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # SC09-07-17 (~~lost letter w/claim #~~)

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

Bussell

1. Claimant's Name: Matthew Smith

Claimant's Address/Post Office Box:

Claimant's Phone Number:

2. Address to which notices are to be sent:

3. Occurrence:

Date: 9/23/07 Time: 6pm-ish Place: 50001 Ave.

Circumstances of occurrence or transaction giving rise to claim: Damaged wheel and tire due to the bus hitting a hammer car with my bike.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: tire slashed and wheel (Brand new) is bent and hub is now bad. Am. labor charges.

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

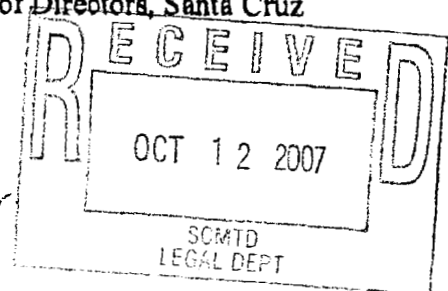
6.	Amount claimed now .....	\$ <u>486.03</u>
	Estimated amount of future loss, if known .....	\$ <u>0</u>
	TOTAL .....	\$ <u>486.03</u>

7. Basis of above computations:

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

9/28/07  
DATE

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



5-2.5

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Wawanesa Insurance Received: 10/26/07 Claim #: 07-0039  
Date of Incident: 9/13/07 Occurrence Report No.: SC 09-07-08

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 11-09-07

---

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 November 16, 2007.

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

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

MG/lg  
Attachment(s)





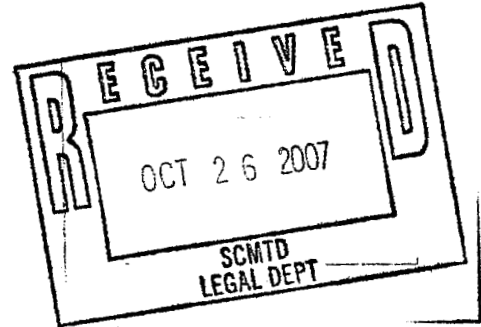
**Wawanesa**  
Insurance

Claim # 67-0039

WAWAN MUTUAL INSURANCE COMPANY  
WAWANESA GENERAL INSURANCE COMPANY  
9050 Friars Road, Suite 100, San Diego, CA 92108-5865  
858-874-5300 Toll Free 1-800-640-2920  
Claims Services Toll Free 1-800-427-9669

10/22/07

SANTA CRUZ METRO TRANSIT  
370 ENCINAL STREET  
SUITE 100  
SANTA CRUZ, CA 95060



RE: OUR INSURED :  
CLAIM NUMBER : 562933  
DATE OF LOSS : 09/13/07  
YOUR INSURED : SANTA CRUZ METRO TRANSIT DISTR  
YOUR CLAIM NUMBER : N/A

Our investigation shows your insured to be at fault in the accident.

[ XX ] We are making a demand of \$1012.20 for the repairs that have been made to our insureds vehicle. The documentation is attached. A breakdown is as follows:

Amount Paid to Insured	:	\$512.20
Insureds Deductible	:	\$500.00
Rental Paid to Insured	:	\$
Rental Paid by Insured	:	\$
Total	:	\$1012.20

[ ] Since notifying you on \_\_\_\_\_ of our subrogation claim, we have paid additional damages of \$ \_\_\_\_\_. Please include this in your payment to us. Documentation is attached. Our total claim is \$ \_\_\_\_\_.

[ ] Documentation of our claim was sent to you on \_\_\_\_\_. When may we expect payment?

[ ] Arbitration was filed and a decision was rendered in our favor on \_\_\_\_\_. When may we expect payment?

[ XX ] Please make your check payable to: WAWANESA GENERAL INSURANCE

Sincerely,

WAWANESA GENERAL INSURANCE

*David Bisby*  
DAVID BISBY  
CLAIMS ADJUSTER  
(858) 874-5474

SUB13  
WI: 565

Earning Your Trust Since 1896

5-2.7



**Agenda**  
**METRO Advisory Committee**  
6:00 pm  
November 28, 2007  
920 Pacific Avenue  
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of October 2007
5. Ridership Report for September 2007
6. ParaCruz Operations Status Report for July 2007
7. Election of Vice Chair
8. Presentation by Catherine Patterson Valdez, Division Director of Lift Line, on the Mobility Outreach and Education (MORE) program.
9. Discussion of MAC Mission and Original Intent of Committee Formation
10. Discussion of Attracting New MAC Membership and MAC Bylaws Regarding Conflict of Interest for MAC Membership
11. Discussion of Time Management for MAC Meetings
12. Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions
13. Communications to METRO General Manager
14. Communications to METRO Board of Directors
15. Items for Next Meeting Agenda
16. Adjournment

Next Meeting: Wednesday, December 19, 2007 @ 6:00 pm  
Santa Cruz Metro Center Conference Room

5-3.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**September 19, 2007**

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

Chair Robert Yount called the meeting to order at 6:08 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Heidi Curry  
Mara Murphy  
Dennis Papadopulo  
Dave Williams  
Robert Yount, Chair

**VISITORS PRESENT**

Donald Hagen, METRO BOD  
Steve Prince, UTU

**MEMBERS ABSENT**

Dan Alper  
Naomi Gunther  
Stuart Rosenstein

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Mark Dorfman, Assistant General Manager  
Mary Ferrick, Base Superintendent  
Wally Bronstatter, Paratransit Superintendent

**2. AGENDA ADDITIONS/DELETIONS**

None

**3. ORAL/WRITTEN COMMUNICATION**

Oral: Chair Robert Yount introduced new MAC Member, Heidi Curry, and had all people present introduce themselves.

Oral: Donald Hagen stated that he knew someone interested in becoming a MAC Member and asked what the process was for applying. Mark Dorfman reported that a MAC application could be obtained from the METRO Administration staff or online at the METRO website.

Oral: Chair Robert Yount stated that he would like to add an item to the next MAC Meeting agenda to discuss Inbound and Outbound route schedules on bus stops.

Oral: Chair Robert Yount reported that the railroad crossing near the Natural Bridges was being repaired due to the dilapidated condition. Mr. Yount stated that this issue was discussed at a Bus Stop Advisory Committee (BSAC) meeting and that he had supplied photos of the crossing to the Vice Mayor of the City of Santa Cruz, Mike Rotkin.

**4. CONSIDERATION OF MINUTES OF AUGUST 15, 2007**

Mara Murphy reported that the minutes show her as being in attendance but that she had not attended the meeting and her name should be removed from the Members Present column and entered into the Members Absent column.

5-3.2

**ACTION: MOTION: DENNIS PAPADOPULO SECOND: MARA MURPHY**

**ACCEPT AND FILE MINUTES OF THE AUGUST 15, 2007 MEETING WITH THE PROPOSED REVISION.<sup>1</sup>**

Motion passed unanimously with Dan Alper, Naomi Gunther, and Stuart Rosenstein being absent.

**5. RIDERSHIP REPORT FOR JULY 2007**

Chair Robert Yount handed out the Ridership Report for July 2006 for comparison purposes, which is attached to the file copy of these minutes.

Chair Robert Yount read from the reports and asked why there was a drop in the UCSC Faculty / Staff ridership. Mark Dorfman reported that one of the causes for the difference was due to a change in the UCSC staff and faculty parking policy.

Chair Robert Yount asked why the ridership on Route 9 was so low. Mark Dorfman reported that this route is ran twice a day and operated so that ParaCruz services could be provided to people going to the county buildings on Emeline Street.

Mark Dorfman reported that a joint meeting with MAC and the METRO Board of Directors is tentatively being planned for October 19, 2007 where Wilbur Smith Associates will give a preview of selected items that will eventually be included in the Draft Short Range Transit Plan. Mr. Dorfman explained that part of what Wilbur Smith Associates is studying is route information and ridership.

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

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

Chair Robert Yount asked if there was a specific reason for the increase in Supplemental Providers. Wally Brondstatter reported that training and recruiting ParaCruz operators creates an increase in the need for supplemental providers but that this is not necessarily a permanent situation.

Dave Williams asked for clarification of Requested and Performed rides and why there was a difference between the totals. Wally Brondstatter reported that customers sometimes request rides and then either cancel or are not present when the van arrives (No Shows) creating a lower number of performed rides. Mr. Brondstatter stated that since the implementation of a reduction from a 14 to a 3-day window in the Ride Scheduling Policy the difference between the numbers has been continuously decreasing.

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<sup>1</sup> This correction was made to the file copy of the August 15, 2007 Minutes

7. **CONSIDERATION OF SANTA CRUZ METRO'S COMMENTS TO THE ACCESS BOARD'S PROPOSED DRAFT REVISIONS TO THE ADA ACCESSIBILITY GUIDELINES FOR BUSES & VANS (36 CODE OF FEDERAL REGULATIONS PART 1192)**

Mark Dorfman explained the purpose and process of developing the list and reported that it was being presented to MAC to show what the METRO Board of Directors had approved for METRO to present to the Access Board.

8. **CONSIDERATION OF REVISED RIDERSHIP REPORT LAYOUT**

Mark Dorfman reported that the revised report included the suggested changes from MAC and also contains a second page of definitions for the report. Mr. Dorfman stated that upon MAC's approval the report would then go to the METRO Board of Directors for approval and, based on their approval, would be implemented for future reports.

Mark Dorfman reported that the revenue column was removed from the report at the recommendation of MAC. Mr. Dorfman explained that the revenue amounts were only partial totals and could potentially be misinterpreted and that the purpose of the report is to count riders and not specifically be used as a budgetary tool. Dave Williams suggested removing the word FAREBOX from the description at the top left of the report so that monetary value is not associated with the report.

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

**MAC RECOMMENDS THAT METRO STAFF REMOVE THE WORD "FAREBOX" FROM THE REVISED REPORT AND THEN PRESENT THE REVISED REPORT TO THE METRO BOARD OF DIRECTORS FOR APPROVAL.**

Motion passed unanimously with Dan Alper, Naomi Gunther, and Stuart Rosenstein being absent.

9. **ELECTION OF VICE CHAIR**

Deferred to November 21, 2007 meeting.

10. **CONSIDERATION OF RECOMMENDING AN ALTERNATE/REPLACEMENT REPRESENTATIVE TO THE TRANSPORTATION FUNDING TASK FORCE (TFTF) FOR PAUL MARCELIN-SAMPSON**

Mara Murphy agreed to attend the remaining two meetings of the Transportation Funding Task Force (TFTF) as a representative of MAC. Chair Robert Yount agreed to be the alternate representative in the event Ms. Murphy was unable to attend. Mr. Yount requested that METRO Staff provide MAC Members with TFTF information including meeting dates when they become available from the Santa Cruz County Regional Transportation Commission (SCCRTC).

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

**MAC RECOMMENDS THAT THE BOARD OF DIRECTORS APPOINT MARA MURPHY AS A METRO CONSUMER TO THE TRANSPORTATION FUNDING TASK FORCE (TFTF) AND ROBERT YOUNT AS AN ALTERNATE.**

Motion passed unanimously with Dan Alper, Naomi Gunther, and Stuart Rosenstein being absent.

**11. DISCUSSION OF USAGE RULES FOR PARK & RIDE FACILITIES**

Ciro Aguirre reported that the SCCRTC operates the Freeway Service Patrol (FSP) on Highways 1 and 17 in cooperation with Caltrans and the California Highway Patrol (CHP) and that the FSP commonly performs tasks such as towing disabled vehicles to a designated location approved by the CHP usually with the consent of the property owner and with a very limited time allotment for the vehicle owner to have the vehicle moved from the lot. Mr. Aguirre reported that the METRO Soquel Park and Ride location was mistakenly identified as a Caltrans drop-off lot. Mr. Aguirre stated that he has been in communication with SCCRTC staff and they are researching the cause of the situation and also the liability factors associated with the METRO Soquel Park and Ride location.

Ciro Aguirre reported that Grace Blakeslee, SCCRTC Transportation Planner, would be willing to make a presentation to MAC describing the FSP program. Chair Robert Yount requested that METRO Staff schedule a presentation by SCCRTC for the November MAC meeting.

Mara Murphy stated that she had originally inquired as to what the METRO policy was for Park and Ride lot usage after she had observed vehicles parking in the Scotts Valley lot for extended periods of time but hasn't seen that situation recently. Mark Dorfman reported that METRO encourages the use of Park and Ride lots in association with transit use but if a vehicle is left for an extended period of time, usually for more than 3 days, then METRO will take action. Ciro Aguirre reported that the METRO Transit Supervisors place flyers on vehicles that are left for long periods of time or are obviously not using the lot for it's intended purpose.

**12. DISCUSSION OF MAC BYLAWS REGARDING CONFLICT OF INTEREST FOR MAC MEMBERSHIP**

Chair Robert Yount stated that in his opinion the MAC Bylaws regarding membership were too restrictive and would like to see wording that would allow eligibility for a wider spectrum of the community. Mark Dorfman gave a brief history of and the reasoning behind the current bylaws. Mr. Yount requested that METRO District Counsel draft two (2) revised versions of the Membership section of the Bylaws for MAC to review at the next regular MAC Meeting.

**13. DISCUSSION OF MAC BYLAWS REGARDING THE EXCUSED AND UNEXCUSED ABSENTEE DEFINITIONS**

Chair Robert Yount read the Absences section from the MAC Bylaws. Mr. Yount asked METRO Staff to supply him with the MAC Attendance so he could review it and contact any MAC Members who's attendance he might have concerns about.

Chair Robert Yount suggested adding this item to the agenda of the next regular MAC meeting.

**14. DISCUSSION OF CHANGE MACHINES AND TICKET VENDING MACHINES**

Ciro Aguirre reported that METRO has identified a new type of change machine to replace the three (3) existing machines at the METRO Center. Mr. Aguirre stated that two (2) interior machines would be replaced with one (1) new machine and that the exterior machine would be replaced with a new machine. Mr. Aguirre stated that METRO is awaiting approval from the Board of Directors to authorize funding to be used to purchase the new machines.

**ACTION: MOTION: DAVE WILLIAMS SECOND: MARA MURPHY**

**MAC RECOMMENDS TO THE BOARD OF DIRECTORS THAT FUNDING BE ASSIGNED TO PURCHASE AND INSTALL NEW CHANGE MACHINES AT THE METRO CENTER.**

Motion passed unanimously with Dan Alper, Naomi Gunther, and Stuart Rosenstein being absent.

**15. COMMUNICATIONS TO METRO GENERAL MANAGER**

METRO Staff to provide MAC Members with Transportation Funding Task Force (TFTF) information, including meeting dates when they become available.

METRO Staff to schedule a presentation by SCCRTC staff regarding the Freeway Service Patrol (FSP) program.

METRO Staff to provide MAC with two (2) alternative wordings for consideration of the Membership section of the MAC Bylaws.

METRO Staff to provide MAC Chair Robert Yount with the 2006 and 2007 MAC Attendance.

METRO Staff to redesign the MAC Transit Vouchers to allow for Fixed Route & ParaCruz combined trips.

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

MAC recommends that the Board of Directors approve the new Ridership Report format.

**17. ITEMS FOR NEXT MEETING AGENDA**

- Election of Vice Chair
- Presentation by SCCRTC Staff on the Freeway Service Patrol (FSP) Program and the use of METRO Park & Ride Facilities
- Discussion of Inbound / Outbound Route Schedules on Bus Stops
- Discussion of MAC Bylaws Regarding Conflict of Interest for MAC Membership
- Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions

**ADJOURN**

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

Respectfully submitted,



DALE HAMILTON  
Administrative Assistant



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16<sup>th</sup>, 2007  
**TO:** Board of Directors  
**FROM:** Wally Brondstatter, Acting 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 August 2007.
- A breakdown of pick-up times beyond the ready window is included.

## III. DISCUSSION

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

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

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

5-4.1

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

	<b>August 2006</b>	<b>August 2007</b>
Total pick ups	7110	7157
<b>Percent in “ready window”</b>	<b>90.34%</b>	<b>94.62%</b>
1 to 5 minutes late	2.22%	2.26%
6 to 10 minutes late	1.76%	1.17%
11 to 15 minutes late	1.42%	.82%
16 to 20 minutes late	.84%	.35%
21 to 25 minutes late	.58%	.18%
26 to 30 minutes late	.51%	.20%
31 to 35 minutes late	.24%	.06%
36 to 40 minutes late	.18%	.04%
41 or more minutes late (excessively late/missed trips)	.34%	.06%
<b>Total beyond “ready window”</b>	<b>9.66%</b>	<b>5.38%</b>

During the month of August 2007, ParaCruz received eight (8) service complaints and seven (7) compliments. Four (4) of the complaints were found to be “not valid”. One (1) of the valid service complaints were related to a late pick-up, two (2) related to driver attitude and one (1) related to a reservationist’s attitude.

5-4.2

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

	<b>August 06</b>	<b>August 07</b>	<b>Fiscal 07</b>	<b>Fiscal 08</b>
Requested	7747	7459	15058	14622
Performed	7110	7157	13793	13983
Cancels	17.45%	14.63%	18.0%	15.11%
No Shows	3.01%	2.43%	2.66%	2.33%
Total miles	50231	47781	98213	92901
Av trip miles	5.23	5.15	5.19	5.17
Within ready window	90.34%	94.62%	90.10%	94.30%
Excessively late/missed trips	24	4	37	9
Call center volume	6351	5945	12189	11813
Call average seconds to answer	22	28	23	29
Hold times less than 2 minutes	96%	95%	96%	95%
Distinct riders	752	782	971	979
Most frequent rider	54 rides	47 rides	101	89
Shared rides	66.1%	61.7%	66.7%	62.5%
Passengers per rev hour	1.60	2.17	1.61	2.24
Rides by supplemental providers	5.23%	20.85%	5.59%	21.79%
Vendor cost per ride	\$22.85	\$20.76	\$22.50	\$21.50
ParaCruz driver cost per ride (estimated)	\$24.95	\$25.57	\$24.61	\$24.90
Rides < 10 miles	80.39%	78.24%	81.43%	83.24%
Rides > 10	19.61%	21.76%	18.57%	16.76%

**IV. FINANCIAL CONSIDERATIONS**

NONE

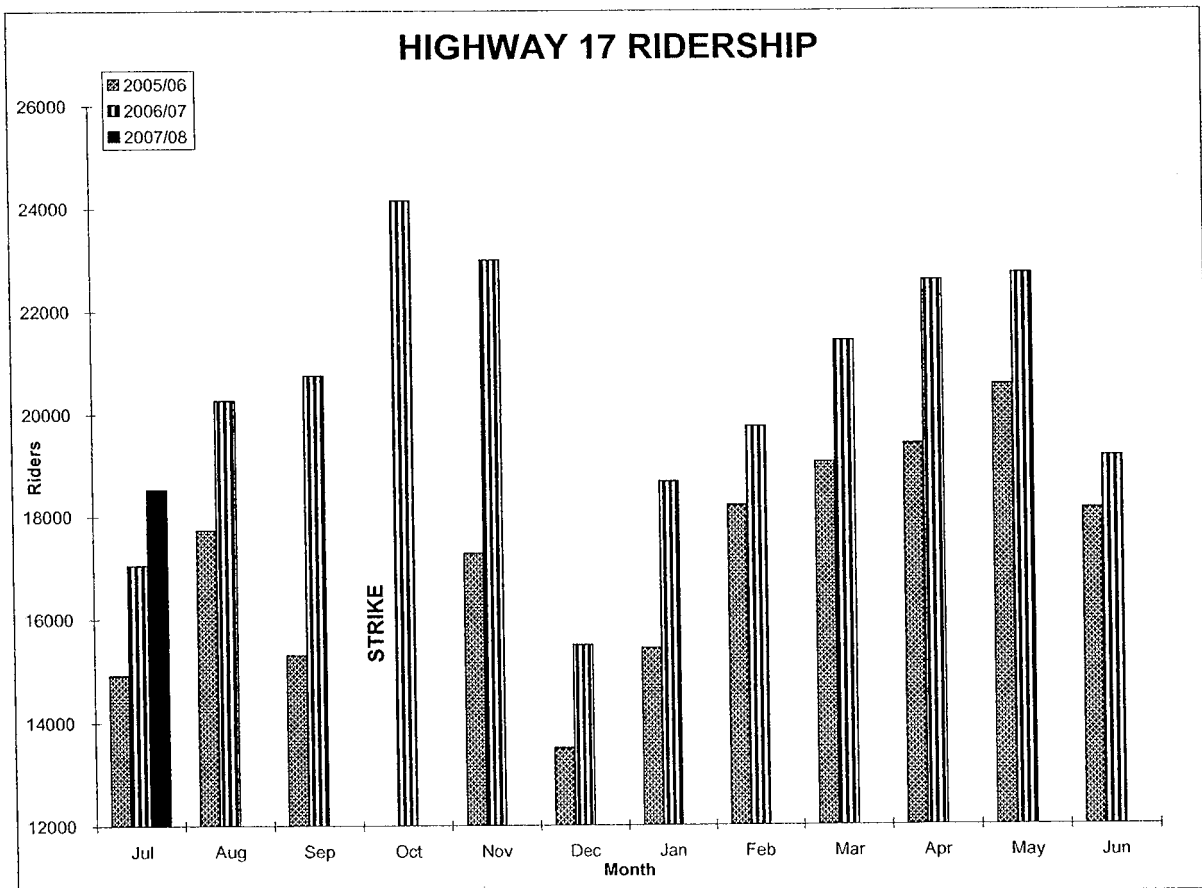
**V. ATTACHMENTS**

NONE

5-4.3

# HIGHWAY 17 - JULY 2007

	JULY			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 139,718	\$ 129,435	7.9%	\$ 139,718	\$ 129,435	7.9%
Farebox	\$ 60,568	\$ 57,506	5.3%	\$ 60,568	\$ 57,506	5.3%
Operating Deficit	\$ 68,305	\$ 64,304	6.2%	\$ 68,305	\$ 64,304	6.2%
Santa Clara Subsidy	\$ 34,153	\$ 32,152	6.2%	\$ 34,153	\$ 32,152	6.2%
METRO Subsidy	\$ 34,153	\$ 32,152	6.2%	\$ 34,153	\$ 32,152	6.2%
San Jose State Subsid	\$ -	\$ -		\$ -	\$ -	
AMTRAK Subsidy	\$ 10,845	\$ 7,625	42.2%	\$ 10,845	\$ 7,625	42.2%
<b>STATISTICS</b>						
Passengers	18,526	17,050	8.7%	18,526	17,050	8.7%
Revenue Miles	41,271	40,199	2.7%	41,271	40,199	2.7%
Revenue Hours	1,548	1,508	2.6%	1,548	1,508	2.6%
Passengers/Day	598	550	8.7%	598	47	1179.3%
Passengers/Weekday	715	698	2.4%	715	55	1195.8%
Passengers/Weekend	350	280	25.0%	350	28	1172.6%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 7.54	\$ 7.59	(0.7%)	\$ 7.54	\$ 7.59	(0.7%)
Revenue/Passenger	\$ 3.27	\$ 3.37	(3.1%)	\$ 3.27	\$ 3.37	(3.1%)
Subsidy/Passenger	\$ 3.69	\$ 3.77	(2.2%)	\$ 3.69	\$ 3.77	(2.2%)
Passengers/Mile	0.45	0.42	5.8%	0.45	0.42	5.8%
Passengers/Hour	11.97	11.31	5.9%	11.97	11.31	5.9%
Recovery Ratio	43.3%	44.4%	(2.4%)	43.3%	44.4%	(2.4%)



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION RESPONSE TO REQUEST FOR RIDERSHIP DATA ON ROUTES 54 & 55**

## I. RECOMMENDED ACTION

**To reviews and consider ridership data for Routes 54 & 55**

## II. SUMMARY OF ISSUES

- METRO has received a request by way of a petition to replace regular buses with a paratransit-type van for routes serving Center St- Seacliff Drive in Aptos.
- Staff has conducted a series of surveys over the last month to identify ridership trends for Route 54 and Route 55. These surveys are a composite of eight weekdays of surveys and one weekend day.

## III. DISCUSSION

### **Background**

The Aptos-La Selva area was annexed by METRO in 1973. Service was inaugurated to the area that year using essentially the same routing through Aptos to La Selva used today by the Route 54. At that time the route began and ended at Cabrillo College. The route was renamed Route 54 and extended to the Capitola Mall in spring of 1980 as part of the extensive service improvements and re-organization that year.

In spring of 1983 a second route was added (Route 54B) to the area that used essentially the routing of the original route with Cabrillo being the beginning and end of the route. This variation was discontinued in the summer of 1989. In summer 2003 the Route 55 (an abbreviated Route 54) was introduced as part of the service reductions that year. Ultimately, the Route 55 has become the weekday route, except that there is a 5:30 PM Route 54 and an abbreviated morning trip from Cabrillo to the Capitola Mall. Route 56 has been added to continue service to the Seascape-La Selva area. On the weekends, Route 54 currently operates every other hour.

### **Current Trends – Methodology**

Staff conducted a segment analysis of Routes 54 and 55 over the last month. Survey data for the Route 55 is a composite of eight days. Route 54 Weekday data is the equivalent of five days. Our focus was primarily the Route 55 as that is the main route for the area on weekdays. We also did one weekend of Route 54. However, ridership is very low on the weekends.

5-6.1

**Current Trends – Data**

Currently METRO's standard for Local Collector Routes is 20 passengers per hour for weekday service and 10 passengers per hour for weekend service. In FY 2007 average ridership per trip on Route 55 was 16.9 passengers in 55 minutes, which computes to 18.4 passengers per hour. During the school year Route 55 averaged 19.7 passengers per hour. Peak trips averaged a little over 20 passengers per trip or over 22 passengers per hour (see Attachment B). On weekends Route 54 averaged only 10.7 passengers per trip or 7.1 passengers per hour (see Attachment D).

The petition received by METRO indicated that there were very few people on the bus as it passed through the Center Street/Seacliff Drive neighborhood. Our surveys do show an average of 2.5 passengers onboard in that segment for the survey period. However, the surveys also show a steady number of passengers boarding and alighting in that segment. Ridership activity (boardings and alightings) per day for the Aptos segment was 13.0 for the survey period.

**Buses and Other Alternatives**

The only option for a smaller bus that METRO currently owns is a Goshen. Seated capacity is seventeen. A full standing load would be twenty-five passengers. A review of daily ridership indicates trips often exceed that capacity.

Should the Board of Directors decided to eliminate service to this segment, the only alternative to continue service to Rio Del Mar flats and Rio Del Mar Blvd. would be using a routing of Soquel Drive to Spreckels Drive near Aptos Village. Service would be eliminated for passengers who currently access METRO service on State Park Drive and Center Street. The nearest access to our service would be on Soquel Drive, a distance of 6/10 of a mile. ParaCruz service would not be impacted.

**Seacliff Drive**

A review of property records indicates that all seven properties along this section of Seacliff Drive were last purchased after bus service was introduced, the earliest being in 1992.

**V. FINANCIAL CONSIDERATIONS**

This report is for informational purposes at this time.

**V. ATTACHMENTS**

**Attachment A: Segment Map of Route 55**

**Attachment B: Route 55 Weekday Ridership**

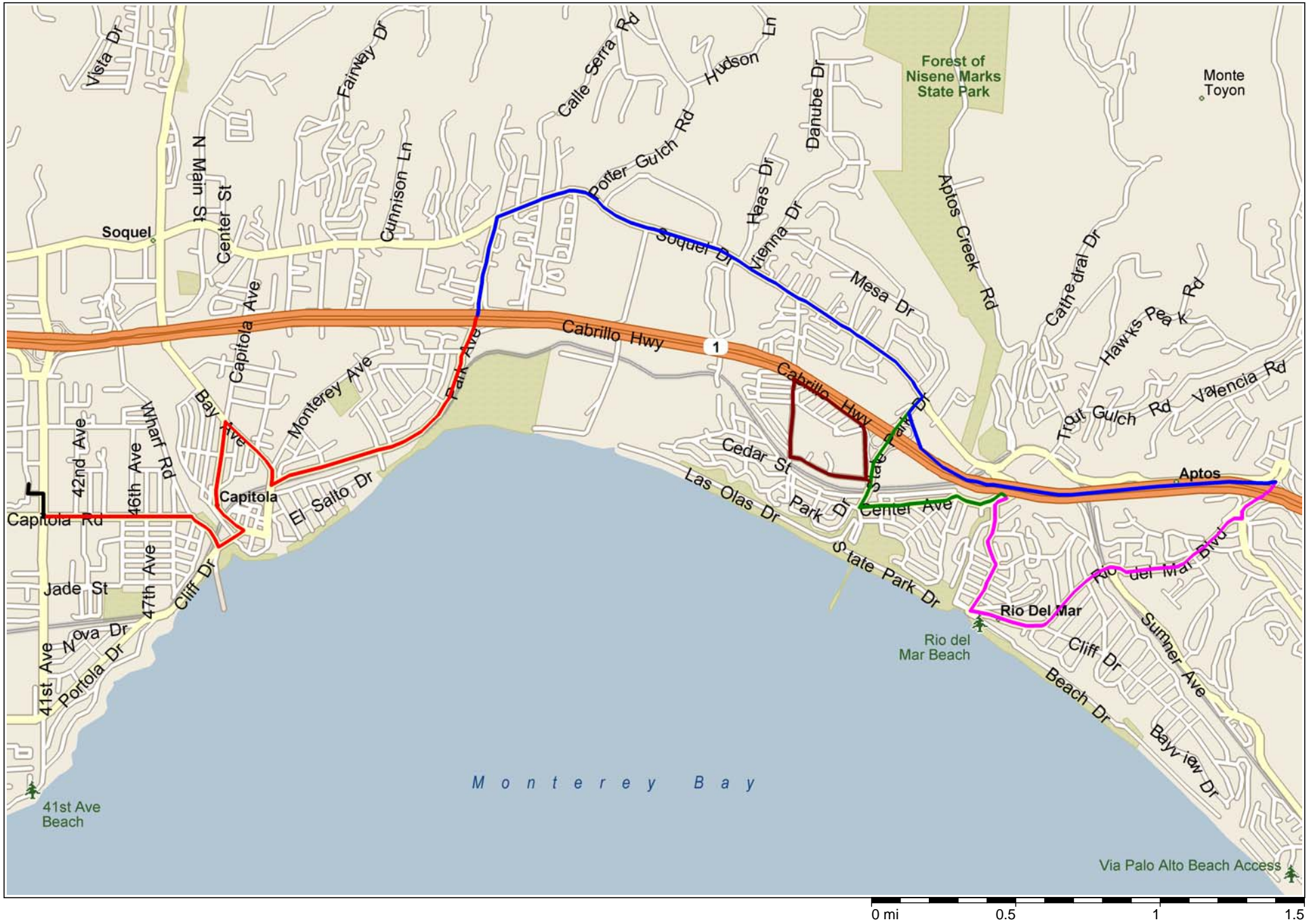
**Attachment C: Route 54 Weekday Ridership**

**Attachment D: Route 54 Weekend Ridership**

**Attachment E: Aerial map of Seacliff Drive**

5-6.2

# Route 55 Segment Analysis



0 mi 0.5 1 1.5

Route 55 Weekday Ridership

FY 2008	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	10.5	8.3	18.1										12.3	13.4
8:30 AM	13.1	10.0	16.2										13.1	14.3
9:30 AM	14.8	14.1	24.4										17.7	19.4
10:30 AM	15.5	12.5	24.9										17.6	19.2
11:30 AM	20.1	11.4	21.8										17.8	19.4
12:30 PM	12.0	11.7	20.8										14.9	16.2
1:30 PM	11.4	13.6	18.3										14.4	15.7
2:30 PM	15.2	12.9	21.6										16.6	18.1
3:30 PM	13.5	12.7	17.3										14.5	15.8
4:30 PM	11.0	8.0	13.1										10.7	11.6
AVG.	12.3	10.5	17.6										15.0	16.3
FY 2007	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	14.8	15.3	19.6	17.7	15.4	10.4	9.0	15.4	16.6	13.3	15.0	13.0	14.6	15.9
8:30 AM	17.2	18.5	24.3	28.2	28.6	18.7	15.6	19.0	22.2	19.0	19.3	12.9	20.3	22.1
9:30 AM	17.7	12.2	19.6	19.6	19.1	18.7	13.0	21.2	20.8	18.5	24.5	14.5	18.3	19.9
10:30 AM	16.6	14.9	23.3	23.5	21.5	17.3	12.1	23.3	28.0	21.5	22.7	13.2	19.8	21.6
11:30 AM	11.9	8.2	18.0	16.3	19.1	13.3	9.9	14.3	16.0	14.6	17.1	14.0	14.4	15.7
12:30 PM	12.7	12.5	29.2	29.3	24.6	19.5	13.9	20.3	26.1	19.1	23.6	15.8	20.6	22.4
1:30 PM	11.6	10.8	28.3	26.8	26.6	21.6	13.0	24.8	24.0	21.0	21.4	13.1	20.3	22.1
2:30 PM	15.3	14.6	17.1	17.0	16.7	14.9	12.0	16.6	16.4	15.7	15.8	12.9	15.4	16.8
3:30 PM	13.7	12.5	14.2	17.5	14.7	10.6	13.2	16.6	16.2	12.9	15.6	12.8	14.2	15.5
4:30 PM	12.6	10.1	11.9	12.4	9.3	9.1	10.0	12.2	10.8	11.8	13.8	11.2	11.3	12.3
AVG.	13.9	12.7	18.4	18.6	17.5	13.8	11.1	16.4	17.8	15.0	17.1	12.0	16.9	18.4
FY 2006	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	9.3	8.0	14.1		11.3	10.0	8.1	18.0	21.0	17.6	20.8	14.7	13.9	15.2
8:30 AM	17.9	9.2	21.9		20.9	13.4	13.8	19.8	20.9	17.9	24.3	15.9	17.8	19.4
9:30 AM	13.2	12.3	22.6		17.2	14.2	13.8	15.6	17.7	12.5	19.5	23.5	16.6	18.1
10:30 AM	12.6	11.5	23.5		19.0	12.1	8.8	16.9	21.4	18.8	25.7	16.0	16.9	18.5
11:30 AM	15.7	11.0	17.2		17.9	12.3	9.8	13.5	13.7	11.6	15.4	10.5	13.5	14.7
12:30 PM	17.5	16.5	22.1		21.4	13.7	10.3	22.2	18.6	17.3	22.3	15.4	17.9	19.6
1:30 PM	12.0	14.9	33.5		25.6	16.5	12.5	20.6	22.7	19.9	21.9	13.6	19.4	21.2
2:30 PM	15.3	15.6	18.3		15.8	12.9	11.8	16.9	17.8	14.3	18.0	15.4	15.6	17.1
3:30 PM	14.6	14.3	16.5		11.8	10.3	9.0	13.7	15.5	14.2	12.5	13.0	13.2	14.4
4:30 PM	9.5	9.3	11.9		11.2	9.0	9.6	13.3	13.4	10.1	10.7	12.5	10.9	11.9
AVG.	13.7	12.3	20.2		17.2	12.4	10.8	17.0	18.3	15.4	19.1	15.1	15.6	17.0

5-6.9.1

Attachment B



Route 54 Weekday Ridership

FY 2008	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:05 AM	1.9	1.7	2.0										1.9	5.6
5:30 PM	9.0	9.2	13.0										10.4	7.3
AVG.	5.4	5.4	7.5										6.1	6.5
FY 2007	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:05 AM			4.4	6.0	5.5	2.7	3.2	2.7	2.3	0.7	2.9	1.8	3.2	9.6
5:30 PM	9.4	9.6	10.7	8.7	9.1	8.8	8.5	11.1	14.1	12.1	13.5	8.9	10.4	7.3
AVG.	9.4	9.6	7.5	7.4	7.3	5.7	5.9	6.9	8.2	6.4	8.2	5.3	6.8	8.5
FY 2006	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
5:30 PM	12.2	12.6	16.0		16.6	12.2	10.6	16.7	13.3	10.4	16.1	12.8	13.6	9.6

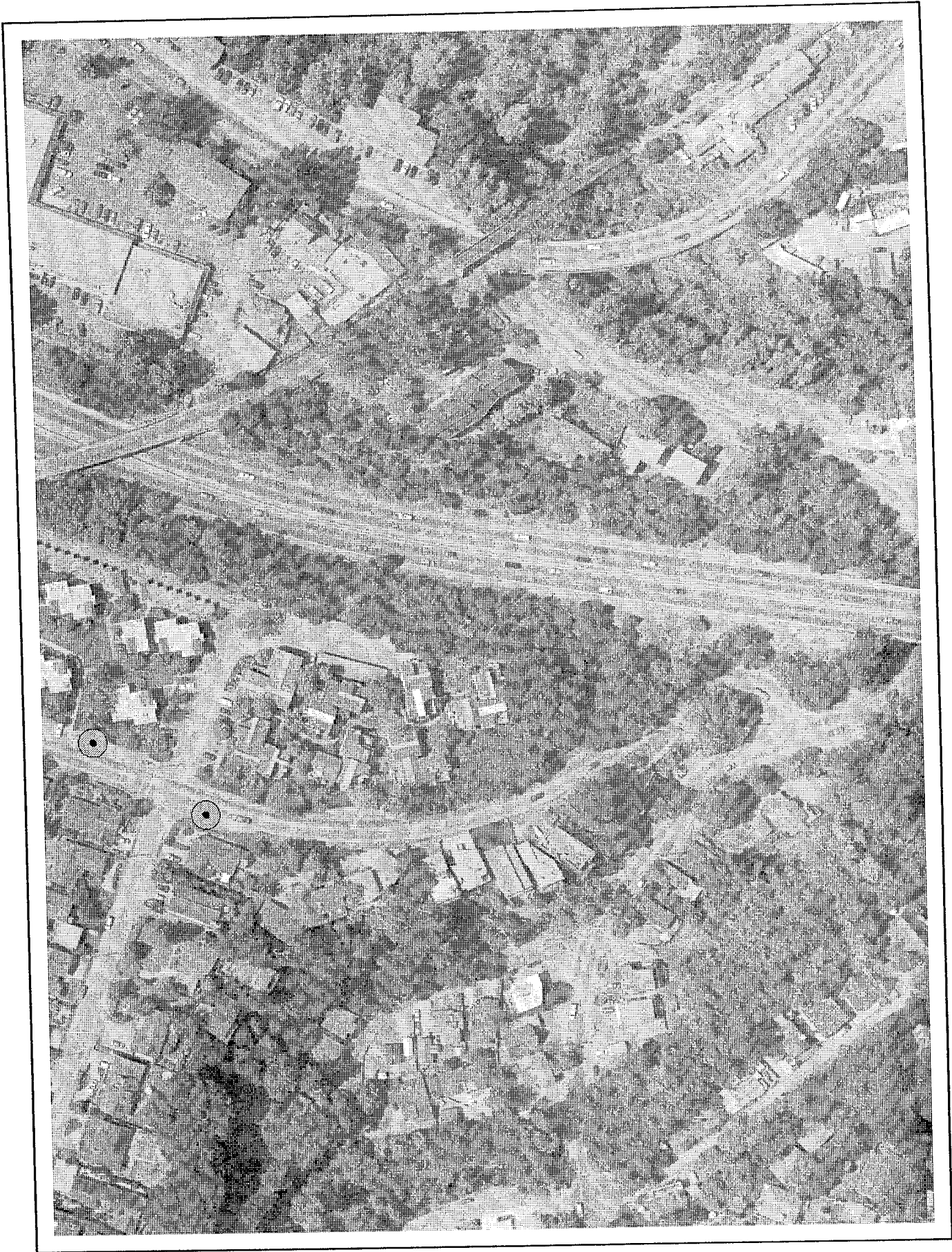
5-6.c1

Route 54 Weekend Ridership

FY 2008	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:05 AM	9.1	8.3	9.1										8.8	5.9
9:30 AM	13.7	11.9	11.2										12.2	8.2
11:30 AM	9.7	12.6	10.7										11.0	7.3
1:30 PM	11.1	11.1	11.0										11.1	7.4
3:30 PM	15.2	12.6	15.3										14.4	9.6
5:30 PM	7.9	10.4	8.9										9.1	6.0
AVG.	11.1	11.2	11.0										10.5	7.0
FY 2007	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:05 AM	10.0	9.5	11.4	9.1	8.2	7.3	6.7	9.8	10.0	8.1	12.1	11.8	9.3	6.2
9:30 AM	10.1	12.6	12.0	9.9	17.9	8.9	14.3	10.6	10.6	12.2	13.7	11.9	12.1	8.0
11:30 AM	11.3	10.8	13.6	15.9	12.3	10.3	13.7	10.4	12.8	11.0	15.0	12.1	12.4	8.3
1:30 PM	8.9	11.0	10.9	11.7	13.0	10.5	10.3	9.5	11.3	9.2	11.0	13.2	10.7	7.1
3:30 PM	9.8	12.8	16.4	13.7	10.3	11.6	11.6	9.5	10.4	11.4	13.1	11.9	11.9	7.9
5:30 PM	8.4	7.8	9.0	6.9	7.1	6.0	7.3	6.4	10.7	8.6	11.5	9.0	8.1	5.4
AVG.	9.8	10.7	12.2	11.2	11.5	9.1	10.6	9.4	11.0	10.1	12.7	11.6	10.7	7.1
FY 2006	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	9.9	6.5	13.8		6.3	5.9	7.3	6.1	8.0	7.4	7.1	7.6	7.8	5.2
9:30 AM	14.0	13.2	17.6		11.4	9.9	7.4	11.8	11.1	10.1	9.8	16.8	11.6	7.7
11:30 AM	14.0	6.0	15.6		11.9	10.0	10.7	11.8	9.9	11.5	13.8	12.0	11.5	7.7
1:30 PM	14.4	12.5	17.3		14.5	8.5	9.4	13.4	14.4	11.5	10.8	11.6	12.7	8.4
3:30 PM	14.1	10.1	14.9		11.8	16.3	13.8	13.7	15.1	10.7	12.4	12.3	13.3	8.9
5:30 PM	12.0	10.0	11.7		6.9	7.2	8.0	6.8	9.5	8.5	12.5	6.8	9.3	6.2
AVG.	13.1	9.7	15.1		10.4	9.6	9.4	10.6	11.3	10.0	11.0	11.2	9.7	6.5

5-6.d1

Attachment D



5-6.e1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Maintenance

**SUBJECT:** **CONSIDERATION OF AWARD OF CONTRACT FOR FACTORY REMANUFACTURED SERIES 50 DETROIT DIESEL ENGINES WITH VALLEY POWER SYSTEMS, INC.**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for Factory Remanufactured Series 50 Detroit Diesel Engines with - Valley Power Systems, Inc.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- One firm submitted a bid for the District's review.
- District staff reviewed the submitted bid.
- District staff is recommending that a contract be established with Valley Power Systems, Inc., City of Industry, to provide Factory Remanufactured Series 50 Detroit Diesel Engines. This vendor is currently under contract for the re-power of 40 METRO buses to CNG powered engines.

## III. DISCUSSION

The District's fleet of 1998 New Flyer buses are experiencing engine failures due to the high mileages accruals. The District requires a contract for up to fourteen engines over a three year period. As engines expire from the fleet, remanufactured engines meeting all CARB requirements are ordered. When received, Fleet Maintenance personnel build up the new engine with the components that are transferable from the expired engine. Contractor would then pick up the expired engine core for credit. Engines are to be Factory Remanufactured Series 50 (Non-EGR) Detroit Diesel Engine with matching Engine Control Module. District's Fleet Maintenance unit rebuild staff are able to replace six engines per year.

On September 28, 2007 District Invitation for Bid No. 08-09 was mailed to eight engine firms and was legally advertised. On October 26, 2007, only one bid was received and opened. District staff has reviewed the submitted bid. The bid price per engine offered for the first year of the contract is the list price less 22%. A 5% price increase will apply on year two of the proposed contract and a 5% increase on year three.

5-7.1

District staff is recommending that a three-year contract be established with Valley Power Systems, Inc. to provide Factory Remanufactured Series 50 Detroit Diesel Engines for an amount not to exceed \$ 309,500 over a three year period. Contractor will provide all equipment and materials meeting all District specifications and requirements.

**IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the capital budget.

**V. ATTACHMENTS**

**Attachment A:** Contract with Valley Power Systems, 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.scmttd.com](http://www.scmttd.com)**

5-7.2

# **CONTRACT FOR PROCUREMENT OF FACTORY REMANUFACTURED SERIES 50 DETROIT DIESEL ENGINES (08-09)**

THIS CONTRACT is made effective on December 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and VALLEY POWER SYSTEMS, 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, Suite 100, Santa Cruz, California 95060.

### 1.02 District's Need for Factory Remanufactured Series 50 Detroit Diesel Engines

District requires the purchase of Factory Remanufactured Series 50 Detroit Diesel Engines to be used for standard purposes. In order to obtain Factory Remanufactured Series 50 Detroit Diesel Engines, the District issued an Invitation for Bids, dated September 28, 2007 setting forth specifications. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

### 1.03 Contractor's Bid Form

Contractor is a supplier of Factory Remanufactured Series 50 Detroit Diesel Engines desired by the District and whose principal place of business is 425 South Hacienda Blvd, City of Industry, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Factory Remanufactured Series 50 Detroit Diesel Engines, which is attached hereto and incorporated herein by reference as Exhibit B.

### 1.04 Selection of Contractor and Intent of Contract

On November 19, 2007 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. 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, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

- a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated September 28, 2007.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated October 26, 2007.

## 2.02 Conflicts

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

## 2.03 Recitals

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

# 3. TIME OF PERFORMANCE

## 3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

## 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a three (3) year period thereafter. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

# 4. COMPENSATION

## 4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor the dollar amounts as identified in the Bid Form, Exhibit B for satisfactory completion of all work under the terms and provisions of this Contract within thirty (30) days thereof. Engine prices only will increase 5% for the second year of the contract. Engine prices only will increase 5% for the third year of the contract.

## 4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall be detailed records showing all prices. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

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  
Suite 100  
Santa Cruz, CA 95060

Attn: General Manager

CONTRACTOR

Valley Power Systems, Inc.  
425 South Hacienda Blvd.  
City of Industry, CA 91745

Attn: Connie Flores, Transit Parts & Sales

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 R. White  
General Manager

CONTRACTOR—VALLEY POWER SYSTEMS, INC.

By \_\_\_\_\_  
Michael Lee  
Vice President

Approved as to Form:

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



**EXHIBIT -A-**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Invitation for Bid (IFB)**

**For Factory Remanufactured Series 50  
Detroit Diesel Engines**

**District IFB No. 08-09**

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**Date Issued: September 28, 2007**

**Bid Deadline: 2:00 p.m., October 26, 2007**

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**Contents of this IFB**

Part I.	Bid Form
Part II.	Instructions to Bidders
Part III.	Specifications
Part IV.	General Conditions of the Contract
Part V.	Special Conditions of the Contract
Part VI.	Contract
Part VII.	FTA Requirements for Non-Construction Contracts
Part VIII.	Protest Procedures

**PART I**

**BID FORM**

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated September 28, 2007 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Tax (8.5 %)</b>	<b>Extended Price</b>
1	<p><b><u>Option #1:</u></b>  <b><u>Three-year Firm Fixed Price:</u></b>                      Factory Remanufactured Series 50 (Non-EGR) Detroit Diesel Engines with matching Engine Control Module.                      (DDEC Part Number R23529626)                      Engine components required to be included:                      (1) A17-0388 Catalytic Converter Muffler Assembly                      (2) One remanufactured 24V Starter (10479130)                      (3) One remanufactured 24v Alternator (1117863)                      (4) Inbound and outbound (for core return) <u>freight charges included</u>                      (5) ECM calibration by field service representative to be completed upon installation of engine</p>	Up To 14			
2	Core Charge	Up To 14			
3	Freight Charge for Delivery of Engine	Up To 14			
4	Freight Charge for Pickup of Engine Core	Up To 14			
5	<b>Totals for Option #1 Three-year Firm Fixed Pricing</b>	Up To 14			
6	<p><b><u>Option #2:</u></b>  <b><u>Three-year Formula Price Offered:</u></b></p>	Up To 14	<b>Current Price Example</b>		
7	Core Charge	Up To 14			
8	Freight Charge for Delivery of Engine	Up To 14			

Item No.	Item Description	Quantity	Unit Price	Tax (8.5 %)	Extended Price
9	Freight Charge for Pickup of Engine Core	Up To 14			
10	<b>Totals for Option #2 Three-year Formula Price Offered</b>	Up To 14			

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer’s literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder’s address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers’ brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the “lowest responsible bidder” is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.’s \_\_\_\_\_

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer’s specifications, description, promotional material describing the item bid.
4. Fully executed copy of the “Lobbying Certification” listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the “Buy America Provision Certification” listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 08-09**  
**"Factory Remanufactured Series 50 Detroit Diesel Engines"**  
**Bid Opening 2:00 p.m., October 26, 2007**

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

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

Indicate:

Sole Proprietorship     Partnership     Corporation

Joint Venture with \_\_\_\_\_

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of authorized company official

\_\_\_\_\_  
Typewritten name of above and title

\_\_\_\_\_  
Name, title, and email address of person to whom correspondence should be directed

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

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

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

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

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

OR

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

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

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

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

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

# BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 BID AMOUNT \$ \_\_\_\_\_  
 BID OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

AREA CODE/TELEPHONE \_\_\_\_\_  
with bid.)

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

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

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



# BIDDER DBE INFORMATION

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

\$ \_\_\_\_\_

\_\_\_\_\_ %

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## PART II

### INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

When the Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or is signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

5. **COMPETITIVE BIDDING:** If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the District's competitive bidding requirements and may render void any Contract let under such circumstances.

6. **EXPENSES TO BE INCLUDED IN BID PRICE:** Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by the District without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.5 % of the total bid price. Federal Excise Tax, from which the District is exempt, should not be

included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder.

Samples of items, when required, must be furnished free of expense to the District and, if not destroyed by tests may, upon request made at the time the samples are furnished, be returned at Bidder's expense.

7. **WITHDRAWAL OF BID:** Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Secretary/General Manager.
8. **TIME OF DELIVERY:** Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.
9. **CANVASS OF BID:** At the hour specified in the Notice of Invitation to Bidders, the District, in open session, will open, examine and publicly declare all bids received and shall announce each bidder's price. The remaining content of the bids shall not be made public until after an award is made by the Board of Directors or District Staff as appropriate. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time period specified in the Bid, if none is specified, within sixty (60) days after the date of bid opening.
10. **RIGHT TO REJECT BIDS:** The District may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The right is reserved to reject any or all bids and to waive technical defects, as the interest of the District may require. The District may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.
11. **SINGLE BID:** If only one bid is received in response to the IFB, Bidder may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of the District to prove to the District's satisfaction that the Bidder is responsible. Criteria used by the District to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. Other criteria include whether the original equipment manufacturer of the items bid (1) has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the Contract and (2) has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period and the useful life of all items bid. To help the District assess Bidder's responsibility and ability to provide continued parts, service, and engineering support for the useful life of all items bid, Bidder may be required to submit, at its own cost, its latest Dunn & Bradstreet report and its latest independently audited financial statements.
13. **APPROVED EQUALS:** In order to establish a basis of quality, certain items or processes may be specified by description or brand name. Unless otherwise specified, it is not the intent of the IFB to exclude other items or processes of equal value, utility or merit.

Bids for equivalent items meeting the standards of quality thereby indicated will be considered provided they are received by no later than fourteen calendar days before the date of bid opening. Any such bid shall include adequate information and samples, including technical data, test results, performance characteristics, life-cycle costs, and other salient characteristics to clearly describe the item or process offered and how it equals or exceeds the characteristics of the referenced brand or process.

Unless the Bidder clearly indicates otherwise in the bid, it is understood that he/she is offering a referenced brand or process as specified herein. The District reserves the right to determine whether a substitute offer is equivalent to, and meets the standards of, quality indicated by the brand name or process referenced.

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.

15. EXECUTION OF CONTRACT: The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. ERRORS AND ADDENDA: If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. NON-DISCRIMINATION: The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. DISADVANTAGED AND BUSINESS ENTERPRISES: The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD: Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the Purchasing Agent at (831) 426-0199.

## PART III

### SPECIFICATIONS FOR THE PURCHASE OF FACTORY REMANUFACTURED SERIES 50 DETROIT DIESEL ENGINES

#### 1. General Information

The specifications described below set forth the minimum requirements for the quantity and quality of the engines to be provided hereunder. Bidder's offer shall meet or exceed the specifications attached hereto. Except where specified to the contrary herein, all engines shall be **factory remanufactured** and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said engine. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete. Brand Names described below are used to indicate the acceptable levels of quality and no substitutions are allowed.

#### 2. Engine Specifications

1.

The District requires up to fourteen engines. Engines are to be Factory Remanufactured Series 50 (Non-EGR) Detroit Diesel Engine with matching Engine Control Module (ECM). (DDEC Part Number R23529626)

The following engine components must be included:

- (1) A17-0388 Catalytic Converter Muffler Assembly
- (2) One remanufactured 24v Starter (R10479130)
- (3) One remanufactured 24v Alternator (R1117863)
- (4) ECM calibration by field service representative to be completed upon installation of engine

All engines must be DDEC Factory Remanufactured Engines to ensure emissions compliance with the California Air Resources Board (CARB) and have a one (1) year or 100,000 mile warranty.

The representative engine serial numbers are provided below:

#### 35 Foot Low Floor

D04R0023121  
D04R0023111  
D04R0023184  
D04R0023114  
D04R0023119  
D04R0023108  
D04R0023110  
D04R0023118  
D04R0023183  
D04R0023182  
D04R0023179  
D04R0023181

#### 40 Foot Low Floor

D04R0024165  
D04R0024164  
D04R0024185  
D04R0024160  
D04R0024155  
D04R0024163

#### 3. Quantities and Delivery Requirements

The District's fleet of 1998 Low Floor New Flyer Coaches will require engine replacements over a three-year period. Currently, the District Fleet Maintenance personnel are replacing engines at a rate of 5-6 engines per year. The District requests bids on the supply of up to fourteen (14) engines over a three-year period.

After award of contract, District will place orders for engines when required. Contractor will deliver ordered engine(s) within thirty (30) calendar days after receipt of order. Freight charges for delivery of engine(s) shall be specified in bid. Once District has transferred components to the new engine, District will require Contractor to pickup the engine core(s). Freight charges for the pickup of the engine core(s) shall be specified in bid.

**4. Bid Pricing**

Bidder may offer one and/or two price options for the District to choose from:

1. Bidder may offer a firm fixed engine price for the three year period, or
2. Bidder may offer a price formula equal to the manufacturer's suggested list price less any offered discounts or plus any dealer markups. If this option is chosen, bidder must also provide current price example to determine the price of the engine at the time bids are opened.

## PART IV

### GENERAL CONDITIONS TO THE CONTRACT

#### I. GENERAL PROVISIONS

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

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

##### 1.02 Right to Modify Contract

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

#### 2. TERMINATION

##### 2.01 Termination for Convenience

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

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

##### 2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the

Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

- 2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

### 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.2 Notification by Contractor

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

### 3.03 Losses

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

## 4. PROFESSIONAL STANDARDS

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

## 5. PROFESSIONAL RELATIONS

### 5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District



shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

## 5.02 Benefits

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

## 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

### 6.01 Scope

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

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

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

## 7. INSURANCE

### 7.01 General

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

### 7.02 Types of Insurance and Minimum Limits

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

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

(d) A cross-liability clause in favor of the District.

### 7.03 Other Insurance Provisions

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

### 8. RESERVED

### 9. NO DISCRIMINATION

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

### 10. DISADVANTAGED BUSINESS ENTERPRISES

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

### 11. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

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

## 11.2 Prompt Payment of Withheld Funds to Subcontractors

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

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

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on District Liability

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

### 13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

### 13.05 Publicity

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

### 13.06 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

#### 13.07 Attorneys' Fees

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

#### 13.08 No Conflict of Interest

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

#### 13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

#### 13.10 Cal OSHA/Hazardous Substances

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

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

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

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

#### 13.11 Non-Assignment of Contract

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

#### 13.12 No Subcontract

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

#### 13.13 Severability

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

#### 13.14 All Amendments in Writing

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

#### 13.15 Audit

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

#### 13.16 Smoking Prohibited

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

#### 13.17 Responsibility for Equipment

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

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

#### 13.18 Grant Contracts

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

#### 13.19 Time of the Essence

Time is of the essence in this Contract.

## **PART V**

### **SPECIAL CONDITIONS OF THE CONTRACT**

#### **1. BASIC SCOPE OF WORK**

##### **1.01 Basic Scope of Work**

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated September 28, 2007.

#### **2. DEFINITIONS**

##### **2.01 General**

The terms (or pronouns in place of them) have the following meaning in the Contract.

2.01.01 ACCEPTANCE DATE - The date on which delivery is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the District.

2.01.02 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2 of Part VI - "Contract for ITEM," and any written amendments made in accordance with Article 13.14 of Part IV - "General Conditions of the Contract".

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

#### **3. BUY AMERICA CERTIFICATE**

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Form" and incorporated herein by reference. If steel and manufactured products are needed by Contractor for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

#### **4. LIQUIDATED DAMAGES**

If the work is not completed within the time required, damage will be sustained by the District. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District fifty dollars (\$50.00) for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

The Work shall be regarded as completed upon the date the District has accepted the same in writing.

#### **5. STATE CONTRACT PROVISIONS**

- 5.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. 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. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section.
- 5.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 5.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to District under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 5.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 5.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of District's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

## 6. LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

If a contractor causes any work disruption, slowdowns or work stoppages as a result of its inability to ensure labor harmony, that contractor shall pay to District the sum of \$100 per day as liquated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, District reserves the right to order the offending contractor to cease work on the project until such time as the work disruption, slowdown or stoppage is resolved and, if the work disruption, slowdown or stoppage is not resolved in District's opinion, within a reasonable period of time, District reserves the right to withdraw the contract from the contractor and to put such contract or remainder of such contract out for re-bid.

If District claims that this provision has been violated, the contractor(s) must agree to submit the issue to emergency arbitration for final and binding resolution. The permanent arbitrator over such disputes shall be the Honorable Nat Agliano, retired or, if he is unavailable, the Honorable Richard Silver, retired. If they decline to serve and the parties are unable to agree on an acceptable alternative, the arbitrator will be selected by petition to the Superior Court for the County of Santa Cruz. The Arbitrator's authority shall be limited to a determination of whether the Labor Harmony requirement has been violated and, if so, what shall be the remedy.



## PART VI

### CONTRACT FOR PROCUREMENT OF \_\_\_\_\_ (08-09)

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

#### 1. RECITALS

##### 1.01 District's Primary Objective

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

##### 1.02 District's Need for Factory Remanufactured Series 50 Detroit Diesel Engines

District requires the purchase of Factory Remanufactured Series 50 Detroit Diesel Engines to be used for standard purposes. In order to obtain Factory Remanufactured Series 50 Detroit Diesel Engines, the District issued an Invitation for Bids, dated September 28, 2007 setting forth specifications. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

##### 1.03 Contractor's Bid Form

Contractor is a supplier of Factory Remanufactured Series 50 Detroit Diesel Engines desired by the District and whose principal place of business is \_\_\_\_\_. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Factory Remanufactured Series 50 Detroit Diesel Engines, which is attached hereto and incorporated herein by reference as Exhibit B.

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

On \_\_\_\_\_, District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. 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, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

###### a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated September 28, 2007.

###### b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated October 26, 2007.

## 2.02 Conflicts

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

## 2.03 Recitals

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

## 3. TIME OF PERFORMANCE

### 3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

### 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms under the same conditions and prices. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

## 4. COMPENSATION

### 4.01 Terms of Payment

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

### 4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

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

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  
Suite 100  
Santa Cruz, CA 95060

Attention: General Manager

CONTRACTOR

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

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

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 R. White  
General Manager

CONTRACTOR-- \_\_\_\_\_

By \_\_\_\_\_

Approved as to Form:

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

## **PART VII**

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

#### **1.0 GENERAL**

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

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

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

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

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

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

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

##### **5.2 Nondiscrimination**

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

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

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential

subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

#### 5.4 Information and Reports

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

#### 5.5 Sanctions for Noncompliance

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

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

#### 5.6 Incorporation of Provisions

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

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

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

#### 7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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



## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

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

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

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

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) The prohibition does not apply as follows:
  - (i) Agency and legislative liaison by Own Employees.
  - (ii) Professional and technical services by Own Employees.
  - (iii) Reporting for Own Employees.
  - (iv) Professional and technical services by Other than Own Employees.

## 20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

## 20.3 Agreement

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

## 20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.

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

20.5 Cost allowability

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

## PART VIII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

#### PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT - B

## PART I

### BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated September 28, 2007 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Qty	Unit Price	Tax (8.5 %)	Extended Price
1	<p><b>Option #1:</b>  <b>Three-year Firm Fixed Price:</b></p> <p>Factory Remanufactured Series 50 (Non-EGR) Detroit Diesel Engines with matching Engine Control Module.                      (DDEC Part Number R23529626)                      Engine components required to be included:                      (1) A17-0388 Catalytic Converter Muffler Assembly                      (2) One remanufactured 24V Starter (10479130)                      (3) One remanufactured 24v Alternator (1117863)                      (4) Inbound and outbound (for core return) <u>freight charges included</u>                      (5) ECM calibration by field service representative to be completed upon installation of engine</p>	Up To 14			
2	Core Charge	Up To 14			
3	Freight Charge for Delivery of Engine	Up To 14			
4	Freight Charge for Pickup of Engine Core	Up To 14			
5	<b>Totals for Option #1 Three-year Firm Fixed Pricing</b>	Up To 14			
6	<p><b>Option #2:</b>  <b>Three-year Formula Price Offered:</b></p> <p>List minus 22%                      Current price example is for one engine. A 5% annual mark-up will apply to current price.</p>	Up To 14	<p><b>Current Price Example</b>                      19,485.84</p>	1,656.30	21,142.14
7	Core Charge Price is for one core.	Up To 14	9,667.00	821.70	10,488.70
8	Freight Charge for Delivery of Engine Delv. for one engine.	Up To 14	100.00	0	100.00

*Approved  
C.F.*

Item No.	Item Description	Quantity	Unit Price	Tax (8.5 %)	Extended Price
9	Freight Charge for Pickup of Engine Core Freight charge for one core	Up To 14	100.00	0	100.00
10	Pricing is for one engine Totals for Option #2 Three-year Formula Price Offered	Up To 14			\$31,830.84

C.F.  
C.F.

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s \_\_\_\_\_

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable.
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.



Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 08-09**  
**"Factory Remanufactured Series 50 Detroit Diesel Engines"**  
**Bid Opening 2:00 p.m., October 26, 2007**

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Valley Power Systems, Inc.  
Company Name

Indicate:

Sole Proprietorship      Partnership      Corporation

Joint Venture with N/A

425 South Hacienda Blvd.  
Street Address

City of Industry, CA 91745  
City, State, Zip Code

[Signature]  
Signature of authorized company official

Michael Lee - Vice President  
Typewritten name of above and title

Connie Flores - Transit Parts & Sales      connie.flores@valleypsi.com  
Name, title, and email address of person to whom correspondence should be directed

(626) 333-1243      (626) 369-7096  
Telephone Number      FAX Number

10/24/07      95-1589118  
Date      Federal Tax ID No

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Contractor) Valley Power Systems, Inc. certifies to the best of its knowledge and belief, that it and its principals:

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

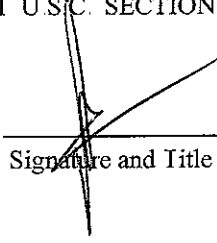
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

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

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

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

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

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

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

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

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

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

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

Firm Name Valley Power Systems, Inc.

Signature of Authorized Official 

Name and Title of Authorized Official Michael Lee - Vice President

Date <sup>24</sup> ~~10/14~~ /07

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

Date: 10/24<sup>th</sup> / 07

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

Company Name: Valley Power Systems, Inc.

Title: Vice President

OR

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

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

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

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

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

# BIDDER DBE INFORMATION

BIDDER'S NAME N/A BIDDER'S ADDRESS \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 BID AMOUNT \$ \_\_\_\_\_  
 BID OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

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

SIGNATURE OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_  
 AREA CODE/TELEPHONE \_\_\_\_\_ (Detach from proposal if DBE information is not submitted with bid)

- \* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
  - \*\* DBE's must be certified on the date bids are opened.
  - \*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.
- NOTE:** Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

# BIDDER DBE INFORMATION

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



**Valley**  
POWER SYSTEMS, INC.

October 24, 2007

Santa Cruz Metropolitan Transit District  
Purchasing Office  
110 Vernon Street, Suite B  
Santa Cruz, California 95060

IFB No. 08-09  
*For*  
Factory Remanufactured Series 50  
Detroit Diesel Engines

Exception/Deviation:

- PART I / BID FORM -  
*Option #2 was implemented. Pricing is only for one engine. Engine price includes Catalyst. Current pricing will be valid for one year, there will be a 5% annual mark-up.*
- Parts Warranty – *Standard warranty on all new parts is 6 months/unlimited miles. Standard warranty on all Remanufactured parts is 12 months/unlimited miles.*
- Reman. Engine Standard Warranty - *Remanufactured Detroit Diesel Engine warranty is 12 months/100,000 miles. P-3 power protection plan can be purchased. Warranty is limited to terms and conditions of manufacturer written warranty.*
- Part III/#3 – *All engines are built up to agencies serial number specifications, and are non-cancelable. Present lead-time is 6-8 weeks from time order is submitted to Detroit Diesel.*

# Limited Warranty On Remanufactured Detroit Diesel

## Series 50, 53, 60, 71 and 92 Engines Used In On-Highway Vehicle Applications



### Terms of Coverage:

#### Uses

This warranty applies to the first retail purchaser and subsequent owners during the WARRANTY PERIOD of remanufactured Detroit Diesel Series 50, 53, 60, 71 and 92 Engines (referred to as Engine) remanufactured by Detroit Diesel Corporation and/or supplied by Detroit Diesel Corporation or Detroit Diesel of Canada Limited (all which are collectively referred to as DDC) and used in on-highway vehicle applications operated in the United States or Canada.

#### Defects

This warranty covers Engine REPAIRS to correct any malfunction occurring during the WARRANTY PERIOD resulting from defects in material or workmanship.

#### Repairs

To obtain warranty repairs, you must request the needed repairs within the WARRANTY PERIOD from an authorized DDC service outlet. Only new genuine parts or remanufactured parts or components supplied or approved by DDC will be used. DDC may at its discretion, replace rather than repair components. A reasonable time must be allowed to perform the warranty repair after taking the engine to the authorized service outlet.

#### Warranty Period

The WARRANTY PERIOD begins on the date the Engine is delivered to the first retail purchaser or put in use prior to sale at retail, whichever date occurs first, and ends at the time or mileage/kilometer limits shown below:

WARRANTY PERIOD				
Item	Warranty Limitations (Whichever Occurs First)		Repair Charge To Be Paid By Owner	
	MONTHS	MILES/ KILOMETERS	PARTS	LABOR
Engine	0-12	0-100,000 mi 0-160,000 km	No Charge	No Charge

#### Service Supplies

The cost of service supplies such as coolant, oil and filters which are not reusable due to needed repairs is covered by this warranty.

#### Like Replacement Engine

Engine(s) supplied by DDC as a replacement for an Engine still under warranty will assume the identity of the Engine being replaced and be entitled to the remaining warranty coverage.

#### Engine Removal And Reinstallation

Reasonable labor costs for engine removal and reinstallation, when necessary to make a warranty repair, are covered by this warranty.

### This Warranty Does Not Cover:

#### Repairs Due To Accidents, Misuse, Storage Damage, Negligence Or Certain Modifications

Repairs due to an accident, misuse, misapplication, storage damage, negligence or modification exceeding DDC specifications are not covered by this warranty.

#### Braking Devices

DDC is not responsible for the repair of non-Jacobs Vehicle Systems mechanical braking devices installed on the Engine. Such devices are warranted by the brake manufacturer.

#### Maintenance

DDC is not responsible for the cost of maintenance or repairs due to lack of performance of required maintenance services or the failure to use fuel, oil, lubricants and coolant meeting DDC-recommended specifications. Performance of required maintenance and use of proper fuel, oil, lubricants and coolant are the responsibility of the owner. See the Engine Operator's Guide for full details.

#### Incidental or Consequential Damages

DDC is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the Engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.

#### Other Limitations

The performance of REPAIRS is the exclusive Owner's remedy under this warranty. DDC does not authorize any person to assume or create for it any other obligation or liability in connection with the Engine.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ENGINE AS USED IN ON-HIGHWAY VEHICLE APPLICATIONS. DETROIT DIESEL CORPORATION MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DETROIT DIESEL CORPORATION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.

Some states do not allow the limitation of how long this warranty may last or the limitation or exclusion of incidental or consequential damages, so the above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

**DETROIT DIESEL**  
CORPORATION



13400 Outer Drive, West / Detroit Michigan 48239-4001  
Telephone: 313-592-5000  
www.detroitdiesel.com



# PARTS WARRANTIES



## WARRANTY ON NEW DETROIT DIESEL SERVICE REPLACEMENT PARTS

### TERMS OF COVERAGE:

#### Uses

This warranty applies to the first retail purchaser and subsequent owners during the WARRANTY PERIOD of new Detroit Diesel engine service replacement parts (referred to as Part) manufactured or supplied by Detroit Diesel Corporation\* (referred to as DDC) which are sold at retail in the U.S. or Canada

#### Defects

This warranty covers Part REPAIRS to correct any malfunction occurring during the WARRANTY PERIOD resulting from defects in material or workmanship.

#### Repairs

To obtain warranty repairs, defective or malfunctioning Parts must be delivered to an authorized DDC service outlet and the outlet furnished with the purchaser's copy of the original sales slip on "over the counter" sales, or the repair order on service installations, to validate date of purchase. DDC may, at its discretion, replace rather than repair the Part. A reasonable time must be allowed to perform the warranty repair after taking the Part to the authorized service outlet. Repairs will be performed during normal working hours.

#### Warranty Period

The WARRANTY PERIOD begins on the date the new service replacement part is installed on a Detroit Diesel engine by an authorized DDC service outlet, or the date of sale on "over the counter" purchases.

WARRANTY PERIOD				
Item	Warranty Limitations (Whichever Occurs First)		Repair Charge To Be Paid By Owner	
	MONTHS	MILES/ KILOMETERS/HOURS	PARTS	LABOR
Service Replacement Part	0-6	Unlimited	No Charge	No Charge

#### Part Removal And Reinstallation

Reasonable labor costs for part removal and reinstallation are covered by this warranty only if the part was originally sold and installed by an authorized DDC service outlet.

#### Like Replacement Parts

Part(s) supplied by DDC as a replacement for parts still under warranty will assume the identity of parts replaced and be entitled to the remaining warranty coverage.

#### THIS WARRANTY DOES NOT COVER:

##### Repairs Due To Accidents, Misuse, Storage Damage, Negligence Or Certain Modifications

Repairs due to an accident, misuse, misapplication, storage damage, negligence or modification exceeding DDC specifications, are not covered by this warranty.

##### Labor Charges On "Over-The-Counter" Sales

Labor costs for part removal, repair and reinstallation are not covered by this warranty when the part was purchased "over-the-counter".

##### DDC No-Charge Parts

This warranty does not apply to parts provided by DDC at no-charge.

##### Incidental or Consequential Damages

DDC is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the Engine or equipment ("downtime"), loss of time, inconvenience, cargo loss or damages and other similar costs and expenses.

##### Other Limitations

The performance of REPAIRS is the exclusive Owner's remedy under this warranty. DDC does not authorize any person to assume or create for it any other obligation or liability in connection with the Parts.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO NEW DETROIT DIESEL SERVICE REPLACEMENT PARTS. DETROIT DIESEL CORPORATION MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DETROIT DIESEL CORPORATION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.

\*In Canada, the reference is to Detroit Diesel of Canada Limited.

**WARRANTY ON reliabilt REMANUFACTURED SERVICE REPLACEMENT PARTS**

**TERMS OF COVERAGE:**

**Uses**

This warranty applies to the first retail purchaser and subsequent owners during the WARRANTY PERIOD of remanufactured Detroit Diesel engine service replacement parts (referred to as reliabilt Part(s)) manufactured or supplied by Detroit Diesel Corporation\* (referred to as DDC) or its affiliated companies

**Defects**

This warranty covers reliabilt Part(s) REPAIRS to correct any malfunction occurring during the WARRANTY PERIOD resulting from defects in material or workmanship.

**Repairs**

To obtain warranty repairs, defective or malfunctioning reliabilt Part(s) must be delivered to an authorized DDC service outlet and the outlet furnished with the purchaser's copy of the original sales slip on "over the counter" sales, or the repair order on service installations, to validate date of purchase. DDC may, at its discretion, replace rather than repair the reliabilt Part(s). A reasonable time must be allowed to perform the warranty repair after taking the Part(s) to the authorized service outlet. Repairs will be performed during normal business hours.

**Warranty Period**

The WARRANTY PERIOD begins on the date the reliabilt Part(s) is installed on a Detroit Diesel engine by an authorized DDC service outlet, or the date of sale on "over the counter" purchases.

WARRANTY PERIOD				
Item	Warranty Limitations (Whichever Occurs First)		Repair Charge To Be Paid By Owner	
	MONTHS	MILES/ KILOMETERS/HOURS	PARTS	LABOR
<u>reliabilt</u> Part(s)	0-12	Unlimited	No Charge	No Charge

**Part Removal And Reinstallation**

Reasonable labor costs for part removal and reinstallation are covered by this warranty only if the reliabilt Part(s) was originally sold and installed by an authorized DDC service outlet

**Like Replacement Parts**

reliabilt Part(s) supplied by DDC as a replacement for parts still under warranty will assume the identity of parts replaced and be entitled to the remaining warranty coverage.

**THIS WARRANTY DOES NOT COVER:**

**Repairs Due To Accidents, Misuse, Storage Damage, Negligence Or Certain Modifications**

Repairs due to an accident, misuse, misapplication, storage damage, negligence or modification exceeding DDC specifications, are not covered by this warranty.

**Labor Charges On "Over-The-Counter" Sales**

Labor costs for part removal, repair and reinstallation are not covered by this warranty when the part was purchased "over-the-counter"

**DDC No-Charge Parts**

This warranty does not apply to parts provided by DDC at no-charge.

**Incidental or Consequential Damages**

DDC is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the Engine or equipment ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.

**Other Limitations**

The performance of REPAIRS is the exclusive Owner's remedy under this warranty. DDC does not authorize any person to assume or create for it any other obligation or liability in connection with the Parts.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO reliabilt REMANUFACTURED DIESEL SERVICE REPLACEMENT PARTS. DETROIT DIESEL CORPORATION MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DETROIT DIESEL CORPORATION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.

\*In Canada, the reference is to Detroit Diesel of Canada Limited

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CAROLYN C. CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE REPRESENTATIVE SERVICES**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to enter into a contract extension with Carolyn C. Chaney & Associates for Federal Legislative Representative Services in an amount not to exceed \$60,000 per year plus up to \$4,000 for expenses.**

## II. SUMMARY OF ISSUES

- The District has had a contract with Carolyn C. Chaney & Associates for the past nine years.
- The current contract approved by the Board of Directors on January 27, 2006 for a term of one year with four options for renewal for one year each.
- Carolyn C. Chaney & Associates has effectively represented the District in Washington D.C. and therefore, a contract extension is recommended.

## III. DISCUSSION

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

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

Over the past year, the quality of service provided by Carolyn C. Chaney & Associates has been excellent and the District has had effective representation with regard to major legislative issues. In the coming year, Federal Authorization and Federal Regulatory issues will require the

5-8.1

continuation of a firm located in Washington D.C. to represent the District. Staff recommends that the District exercise the option for a one-year contract extension with Carolyn C. Chaney & Associates for an amount not to exceed \$60,000 plus reimbursement of up to \$4,000 for expenses incurred as a part of the contract. Eligible expenses would include long distance telephone charges, photocopying, postage, courier, overnight mail and other types of expenses appropriate to representation of the District. Staff further recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of the District.

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

Funds are included in the fiscal year 2007-08 budget necessary to support this contract.

#### **V. ATTACHMENTS**

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

**Attachment B:** Contract Amendment

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CAROLYN C. CHANEY & ASSOCIATES, INC.  
LOCAL GOVERNMENT CONSULTANTS

November 2, 2007

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

Dear Les:

Please consider this a formal request to extend for twelve months the contract between the Santa Cruz Metropolitan Transit District and Carolyn C. Chaney & Associates, Inc. for Federal Legislative Services. In addition, we do not propose any modifications to our current agreement.

We are hopeful that once this current federal budget impasse has cleared that FY 2008 funds for the Pacific Station will ultimately be approved. In the meantime, it is never too early to begin the process of developing proposals for the FY 2009 budget process, and we look forward to working with you to craft a federal platform.

In addition, we expect activity on the reauthorization of the 2005 SAFETEA-LU law to increase next year, particularly as it relates to the overall question of how federal surface transportation projects will be funded. We know that Metro will be part of that conversation, and look to your significant expertise and history on these matters to be of great benefit.

As always, it has been a pleasure to serve you, your staff, and the METRO Board over the past year, and we look forward to a continued relationship. Please let us know at your convenience if you have any questions or comments about the contract.

Sincerely,

Carolyn C. Chaney  
President

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

This Second Amendment to Contract No. 05-11 for federal legislative representative services is made effective February 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Carolyn C. Chaney and Associates ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for federal legislative representative services ("Contract") on February 1, 2006.

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

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 3.02 is amended to include the following language:

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

**III. REMAINING TERMS AND CONDITIONS**

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

**IV. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR  
CAROLYN C. CHANEY AND ASSOCIATES

By \_\_\_\_\_

Carolyn C. Chaney  
President

APPROVED AS TO FORM:

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

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Maintenance

**SUBJECT: CONSIDERATION OF ONE-YEAR CONTRACT EXTENSION FOR LONG TERM DISABILITY INSURANCE WITH ALLIANT INSURANCE SERVICES REPRESENTING ASSURANT EMPLOYEE BENEFITS**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract for Long Term Disability Insurance with Alliant Insurance Services representing Assurant Employee Benefits to extend the contract for one additional year.**

## II. SUMMARY OF ISSUES

- The District has a contract with Alliant Insurance Services, Inc. for broker services for Long Term Disability Insurance Coverage.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Alliant Insurance Services, Inc. has negotiated a renewal of the contract with Assurant Employee Benefits with no rate increases for the next contract period.
- It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Alliant Insurance Services, Inc. to extend the contract for one additional year to provide long term disability insurance coverage.

## III. DISCUSSION

The District provides long-term disability insurance for its employees. The benefit provides for income continuation during absences due to disability. The current District contract will expire December 31, 2007. The contract allows the District the option to renew the contract for three (3) additional one-year terms. Alliant Insurance Services representing Assurant Employee Benefits has also reviewed the contract and has negotiated an extension the contract for one additional year with no changes to the contract and no changes to last year's rates for the new contract period.

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It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Alliant Insurance Services, Inc. to extend the contract for one additional year for long term disability insurance.

**IV. FINANCIAL CONSIDERATIONS**

Adequate funds are available in the current year budget for this contract.

**V. ATTACHMENTS**

**Attachment A:** Contract Renewal Notice

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**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**LONG TERM DISABILITY RENEWAL**  
 Effective: January 1st, 2008

Long Term Disability Benefits	
Eligibility	Class 1 Class 2 Class 4
Elimination Period	
Monthly Benefit Percentage	
Maximum Monthly Benefit	
Minimum Monthly Benefit	
Definition of Disability "Own Occ"	
Residual Disability Coverage	
Recurrent Disabilities	
Mental Health/Substance Abuse Limitations	
Maximum Benefit Duration	
Return-to-work (no offset)	
Pre-Existing Condition	

Assurant Current	Assurant Renewal
All Full-Time Employees	All Full-Time Employees
Management	Management
SEIU	SEIU
UTU	UTU
Classes 1 and 2: 90 Days Class 4: 180 Days	Classes 1 and 2: 90 Days Class 4: 180 Days
60%	60%
Class 1: \$5,000 Classes 2 and 4: \$3,000	Class 1: \$5,000 Classes 2 and 4: \$3,000
\$100	\$100
36 Months	36 Months
Elimination Period can only be satisfied with total disability	Elimination Period can only be satisfied with total disability
180 days	180 days
24 Months	24 Months
To Age 65 or Social Security Normal Retirement Age	To Age 65 or Social Security Normal Retirement Age
12 Months	12 Months
3/3/12	3/3/12

Rate Guarantee
Insurance Volume
Rate per \$100

Current	Renewal
1 Year	1 Year
\$625,798	\$625,798
\$1.13	\$1.13

<b>MONTHLY PREMIUM</b>
<b>ANNUAL PREMIUM</b>

\$7,072	\$7,072
\$84,858	\$84,858

<b>ANNUAL DOLLAR CHANGE</b>
<b>ANNUAL PERCENTAGE CHANGE</b>

\$0
0.0%

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

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Attachment A

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**LONG TERM DISABILITY RENEWAL**

Effective: January 1st, 2008

Long Term Disability Benefits	Assurant Current	Assurant Renewal
Eligibility <span style="float: right;">Class 3</span>	All Full-Time Employees Paratransit UTU	All Full-Time Employees Paratransit UTU
Elimination Period	180 Days	180 Days
Monthly Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$3,000	\$3,000
Minimum Monthly Benefit	\$100	\$100
Definition of Disability "Own Occ"	36 Months	36 Months
Residual Disability Coverage	Elimination Period can only be satisfied with total disability	Elimination Period can only be satisfied with total disability
Recurrent Disabilities	180 days	180 days
Mental Health/Substance Abuse Limitations	24 Months	24 Months
Maximum Benefit Duration	To Age 65 or Social Security Normal Retirement Age	To Age 65 or Social Security Normal Retirement Age
Return-to-work (no offset)	12 Months	12 Months
Pre-Existing Condition	3/3/12	3/3/12
<b>Rate Guarantee</b>	<b>Current</b> 1 Year	<b>Renewal</b> 1 Year
Insurance Volume	\$634,297	\$634,297
Rate per \$100	\$1.54	\$1.54
<b>MONTHLY PREMIUM</b>	<b>\$9,768</b>	<b>\$9,768</b>
<b>ANNUAL PREMIUM</b>	<b>\$117,218</b>	<b>\$117,218</b>
<b>ANNUAL DOLLAR CHANGE</b>		<b>\$0</b>
<b>ANNUAL PERCENTAGE CHANGE</b>		<b>0.0%</b>

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Maintenance

**SUBJECT: CONSIDERATION OF ONE-YEAR CONTRACT EXTENSION FOR EMPLOYEE DENTAL INSURANCE COVERAGE WITH ALLIANT INSURANCE SERVICES REPRESENTING DELTA DENTAL OF CALIFORNIA**

## I. RECOMMENDED ACTION

**District staff recommends that the Board authorize the General Manager to execute a one-year contract extension with Driver Alliant Insurance Services representing Delta Dental of California to provide employee dental insurance coverage.**

## II. SUMMARY OF ISSUES

- The current policy for dental insurance coverage expires on December 31, 2007.
- Contract allows METRO the option for three each one-year contract extensions.
- Alliant Insurance has submitted a proposal to renew the contract for one additional year with a rate increase of 6.66% and offers program enhancements for the new contract period.
- METRO staff recommends that the Board authorize the General Manager to execute a one-year contract extension with Driver Alliant Insurance Services representing Delta Dental to provide for employee dental insurance coverage.

## III. DISCUSSION

The District provides dental insurance coverage for its employees. The current contract will expire on December 31, 2007. Alliant Insurance Services was contacted and a new rate was negotiated for a 6.66% increase for the next contract period. It should be noted that the dental industry has been increasing contract rates to as high as 9% for the new calendar year.

Contract plan enhancements are as follows:

### 1. Dental Implants

- Dental implants
- Implant supported prosthetics
- Other implant services
- Subject to annual maximum
- Covered under major service coinsurance

### 2. Enhanced Periodontal Benefits for Pregnant Women

5-10.1

- A third oral evaluation (in addition to the two allowed in the standard benefit plan), and
- Either a third Prophylaxis (in addition to the two allowed in the standard benefit plan) or
- Up to four quadrants of periodontal scaling and root planning (in addition to the standard once two year policy)
- Subject to annual maximum
- Covered under diagnostic and preventative coinsurance except for the periodontal scaling and root planning which is covered under basic coinsurance.

(There is no guarantee that these contract enhancements will be available in future contract renewals.)

The three-tier monthly rates offered for the new contract period by Delta Dental are as follows: Employee only -\$51.70; Employee plus one dependent - \$92.43; Employee plus two or more dependents - \$159.29.

District staff recommends that the Board authorize the General Manager to execute a one-year contract extension with Driver Alliant Insurance Service representing Delta Dental of California for employee dental insurance coverage. The one-year cost for this contract is estimated at \$495,000.

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

Funding for this contract is contained in the Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Delta Dental Contract Renewal Group #2876 Notice

5-10.2

October 22, 2007

Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, California 95060

**RE: Delta Dental Contract Renewal  
Group #2876  
Renewal – Effective: January 1, 2008**

Dear Delta Dental Client:

Thank you for allowing Delta Dental of California to provide your employees with dental benefits coverage. When reviewing the factors of your dental plan, we considered the availability and cost of dental services in your area, inflation, dental service utilization, your group's composition and other cost factors. Since our last review, we have determined that an increase in your current rates is necessary (see attached renewal exhibits for more details). The rates for the renewal contract period are:

Effective Date	<b>January 1, 2008</b>	
Contract Term	<b>One Year</b>	
% of Increase	<b>6.66%</b>	
<b>Rates</b>	<b>Current</b>	<b>Renewal</b>
One Party	\$48.47	\$51.70
Two Party	\$86.66	\$92.43
Three Party	\$149.34	\$159.29

We have enclosed your Contract Amendment and Renewal Exhibits.

#### **Accepting Your Renewal Contract**

To prevent any disruption in continuing your plan, please sign two complete copies of the amendment. Retain one copy for your records and return the second complete copy to your Account Manager prior to the renewal date.

#### **Other Information:**

- **Assembly Bill 2884.** California Assembly Bill 2884 requires Delta Dental to reinstate coverage to Enrollees who are members of the National Guard or of a military reserve unit called to active duty on or after January 1, 2007 without applying any waiting period for their coverage to resume. The eligibility section of your Contract with Delta Dental is being amended to reflect the Bill's requirements.

5-10.a1

- **Additional Benefits.** New procedures will be covered beginning on your plan's renewal date.

1. **Coverage for dental implants, implant removal, implant-supported prosthetics and implant repair and recementation.**

In the last decade, dental implants have gained a place as a viable alternative to conventional tooth replacement such as bridges and dentures. As a result, implants will now be covered as a standard Benefit in Delta Dental's plan designs.

Implant Benefits will be subject to your plan's annual maximum, deductible, and prosthodontic limitations.

2. **Additional Benefits for pregnant women including an additional oral examination and either a routine cleaning or periodontal scaling and root planing.**

The additional Benefits are aimed at encouraging women to visit their dentists to help avoid increased risk for periodontal problems due to hormonal changes.

While a connection between a pregnant woman's oral health and the pregnancy outcome continues to be explored, we have chosen to add these Benefits because an additional cleaning is proven to be a safe and oral health-enhancing practice.

- **CDT-7.** Fluoride treatments have been assigned their own unique procedure number by the American Dental Association based on the age of the Enrollee. While the number of fluoride treatments paid by your plan is unchanged, your contract is being amended to clearly state how often Delta Dental will pay for this coverage.
- **Independent Medical Review ("IMR").** The grievance provision of your Contract contains a statement about IMRs. An agreement was reached with the California Department of Managed Health Care revising the text and consequently your Contract is being amended. The paragraph is intended primarily for a medical plan and there is no impact to your dental plan design.

If you have any questions about your renewal, please contact your account manager. Thank you for choosing Delta Dental and for this opportunity to continue meeting your dental benefits needs. We truly appreciate your business.

Sincerely,

**DELTA DENTAL OF CALIFORNIA**

*Phyllis Josi*

Phyllis Josi  
Account Manager  
Account Services

*Samuel S. Beswick*

Samuel S. Beswick  
Vice President  
Underwriting and Actuarial Services

Attachments: Contract Amendment #1  
Renewal Exhibits

5-10.02

**AMENDMENT NO. 1 TO AGREEMENT**

**RENEWAL**

**GROUP #2876**

AGREEMENT dated January 1, 2006, between SANTA CRUZ METROPOLITAN TRANSIT DISTRICT and DELTA DENTAL OF CALIFORNIA "Delta Dental," is hereby amended, effective January 1, 2008, as follows:

Paragraph 1.3 is amended to read:

- 1.3 "Contract Term" means the period beginning on January 1, 2008, and ending on December 31, 2008 and each subsequent yearly period during which this Contract remains in effect.

Paragraph 2.11 is amended to include:

Coverage is reinstated on the day employment is resumed for Enrollees that are members of the National Guard or a military reserve unit absent from work due to active military duty. Any waiting period applied as a result of an Enrollee's absence from active employment due to service in the National Guard or military reserve unit shall be waived.

Sub-paragraph 1 of Paragraph 3.1 is amended to read:

- 3.1 Within 10 days after receipt of Delta Dental's invoice, the Contractholder agrees to pay the following monthly Premiums to Delta Dental, at the address shown on the first page of this Contract, for all of the Contractholder's Primary Enrollees and their Dependents who are Enrollees as set forth in Article 2 of this Contract:

\$51.70 for each Primary Enrollee without Dependents;  
\$92.43 for each Primary Enrollee with one enrolled Dependent; and  
\$159.29 for each Primary Enrollee with two or more enrolled Dependents.

The Contractholder agrees to bear the cost of such Premiums without withholding or otherwise charging Primary Enrollees for the coverage of themselves or their Dependents.

Paragraph 4.2 is amended to include the following note:

**Note on additional Benefits during pregnancy** – When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each calendar year while the Enrollee is covered under this Contract include: one additional oral exam and either one additional routine cleaning or one additional periodontal scaling and root planing per quadrant. Written confirmation of the pregnancy must be provided by the Enrollee or her dentist when the claim is submitted.

Paragraph 4.5 is amended to read:

- 4.5 **PROSTHODONTIC BENEFITS.** Delta Dental agrees to pay 60% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 60% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth; for implant surgical placement and removal; and for implant supported prosthetics, including implant repair and re-cementation.



Sub-paragraphs (a), (e) and (i) of Paragraph 4.7 are amended to read:

- (a) Only the first two oral examinations, including initial, periodic, and emergency examinations, office visits for observations and specialist consultations, or combination thereof, provided to an Enrollee in a calendar year while he or she is an Enrollee under any Delta Dental plan are Benefits under this plan. See note on additional Benefits during pregnancy.
- (e) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan. See note on additional Benefits during pregnancy.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

- (i) Prosthodontic appliances and implants that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance or implant supported prosthesis not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory. Implant removal is limited to one for each tooth during the Enrollee's lifetime whether provided under a Delta Dental or any other dental care plan.

Paragraph 4.7 (k) is hereby deleted.

Sub-paragraph (l) of Paragraph 4.7 is hereby numbered (k).

Paragraph 4.7 is amended to include:

- (l) Periodontal scaling and root planing is a Benefit once for each quadrant each 24-month period. See note on additional Benefits during pregnancy.
- (m) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.

Paragraph 4.8 (k) is hereby deleted.

Sub-paragraph (l) of Paragraph 4.8 is hereby numbered (k).

Sub-paragraph (m) of Paragraph 4.8 is hereby numbered (l).

Sub-paragraph (n) of Paragraph 4.8 is hereby numbered (m).

Sub-paragraph 6 of Paragraph 7.11 is amended to read:

IMR is generally not applicable to a dental plan, unless that plan covers services related to the practice of medicine or offered pursuant to a contract with a health plan providing medical, surgical or hospital services.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
DELTA DENTAL GROUP #2876**

Date Amendment Signed: \_\_\_\_\_

By: \_\_\_\_\_

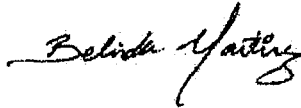
Signature

Printed Name

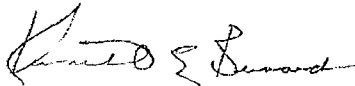
Title

DATE: October 22, 2007

DELTA DENTAL OF CALIFORNIA



**Belinda Martinez  
Senior Vice President  
Sales/Marketing**



**Kenneth E. Bernardi  
Vice President  
Underwriting & Actuarial**

10/22/2007

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**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

CURRENT CONTRACT EXPERIENCE & MONTHLY DATA

**DELIA GROUP #2876**

**CURRENT CONTRACT EXPERIENCE**

*First 21 months of 1st contract  
01/01/2006 to 09/30/2007*

PREMIUM <sup>(a)</sup> :	\$	790,984	100.00%
<b>DENTAL EXPENSES:</b>			
Total Claims Paid	\$	619,420	78.31%
<b>INCURRED BUT NOT REPORTED (IBNR)</b>			
Beginning IBNR	\$	38,000	
Ending IBNR	\$	38,000	
Change In IBNR	\$	- *	
<b>TOTAL DENTAL EXPENSES:</b>	\$	619,420	78.31%
Administration	\$	113,585	14.36%
<b>TOTAL EXPENSES <sup>(b)</sup>:</b>	\$	733,006	92.67%
<b>STABILIZATION <sup>(a)-(b)</sup>:</b>	\$	57,978	7.33%

\* Change in reserve is to reflect the actual incurred dental expenses

**CURRENT CONTRACT DATA**

Month	Enrollment	No. Claims Paid	\$ Claims Paid
01-2006	401	13	\$2,500
02-2006	396	79	\$18,778
03-2006	404	199	\$44,667
04-2006	402	138	\$22,233
05-2006	401	171	\$29,865
06-2006	402	193	\$36,635
07-2006	405	160	\$32,147
08-2006	400	149	\$29,117
09-2006	398	130	\$26,697
10-2006	397	148	\$24,882
11-2006	397	179	\$31,749
12-2006	396	137	\$31,948
01-2007	409	167	\$36,970
02-2007	412	171	\$32,817
03-2007	413	234	\$46,794
04-2007	415	170	\$37,408
05-2007	415	184	\$32,390
06-2007	414	115	\$20,910
07-2007	412	120	\$23,396
08-2007	418	170	\$31,552
09-2007	422	141	\$25,966
<b>Current Contract Total</b>	<b>8,529</b>	<b>3,168</b>	<b>\$619,420</b>
<b>Most Recent Twelve</b>	<b>4,920</b>	<b>1,936</b>	<b>\$376,782</b>

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## 2008 DENTAL PPO RENEWAL

Effective January 1st, 2008

Dental Benefits	DELTA DENTAL CURRENT & ORIGINAL RENEWAL		DELTA DENTAL NEGOTIATED RENEWAL		DELTA DENTAL PROPOSED	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Maximum	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,500
Calendar Year Deductible Individual / Family	\$50 / \$150		\$50 / \$150		\$50 / \$150	
<b>Diagnostic and Preventive</b>						
Oral Exam						
X-Rays						
Teeth Cleaning	100%	100%	100%	100%	100%	100%
Fluoride Treatment						
Space Maintainers						
Bitewings						
Sealants						
<b>Basic Services</b>						
Amalgam/Composite Fillings						
Periodontics (Gum disease)	85%	85%	85%	85%	85%	80%
Endodontics (Root Canal)						
Extractions & Other Oral Surgery						
<b>Major Services</b>						
Crown Repair						
Restorative - Inlays and Crowns	60%	60%	60%	60%	60%	60%
Prosthodontics						
Complex Oral Surgery						
Orthodontics	60%	50%	60%	50%	60%	50%
Eligible for Benefit	Child Only		Child Only		Child Only	
Lifetime Maximum	\$3,000		\$3,000		\$3,000	
<b>RATE GUARANTEE</b>	Renews at 1/1/09		1 Year		1 Year	
<b>RATES</b>	EES	CURRENT	ORIGINAL RENEWAL	NEGOTIATED RENEWAL		PROPOSED
Employee Only	137	\$48.47	\$53.42	\$51.70		\$49.11
Employee + 1 Dependent	152	\$86.66	\$95.51	\$92.43		\$88.06
Employee + 2 or More Dependents	126	\$149.34	\$164.59	\$159.29		\$153.26
	415					
<b>TOTAL MONTHLY PREMIUM</b>		\$38,627	\$42,372	\$41,206		\$39,421
<b>TOTAL ANNUAL PREMIUM</b>		\$463,526	\$510,864	\$494,403		\$473,056
<b>ANNUAL DOLLAR CHANGE</b>			\$47,335	\$20,877		\$2,582
<b>ANNUAL PERCENT CHANGE</b>			10.21%	6.66%		2.06%

Note: Effective 1/1/08, Delta Dental will offer two new standard benefits: additional cleaning for Pregnant Women, and Dental implant coverage.

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

5-10.27

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** November 16, 2007  
**TO:** Board of Directors  
**FROM:** Margaret Gallagher, District Counsel  
**SUBJECT:** **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JULY THROUGH SEPTEMBER 2007; REVIEW OF AUDIT PERCENTAGE DISTRIBUTION BY AREA AND REVIEW OF BUS OPERATORS' REQUIRED CALL STOP LIST**

### I. RECOMMENDED ACTION

**This report is for informational and discussion purposes only.**

### II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits of the internal call stop announcements.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 41 active routes serving approximately 1000 active bus stops. On July 25, 2003, the Talking Bus Technology was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes, including the Highway 17 service were equipped with the Talking Bus Technology and the system was fully operational.

### III. DISCUSSION

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stop announcements were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audits. Robert S. Bortnick & Associates was authorized to conduct 100 hours to survey the internal announcements at a cost of \$5,000.00 each quarter. METRO has 41 active routes serving approximately 1000 active bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. On July 25, 2003 the Talking Bus Technology was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology.

Attachment A details the results of the current audit for the period July through September 2007. The results of the audit indicate a compliance rate of 98.4% and indicate that only 43 failures occurred during the period. Therefore, of the 2,606 possible stop announcements, the stops were properly announced 2,563 times (98.4%) and failed 43 times (1.6%) during the period. Attachment B provides a summary of the results of the call stop audits for the last three years, since the Talking Bus Technology has been in operation.

At the July 27, 2007 Board meeting, an issue was raised regarding whether the audit was covering the routes throughout the fixed route system on an equal basis. After discussions with the Transit Planner and the General Manager, the auditors were directed to distribute the audits in the following manner, reflecting the distribution of the fixed routes by area.

- |                      |     |
|----------------------|-----|
| 1. Santa Cruz/UCSC   | 50% |
| 2. Scotts Valley/SLV | 20% |
| 3. Capitola/Live Oak | 20% |
| 4. Watsonville       | 10% |

While auditing the announcements based on the service in each geographical area, initially the Auditors did not realize which areas the specific routes were assigned. For example, some routes begin in one area but end in a different area. For example, if the route traveled through Area 3 and 4 the assignment was split between the two areas (See Attachment C). The Auditor analyzed the audits from December 2005 through September 2007 and produced a chart setting forth the audit distribution per area (See Attachment C). If the staff percentage distribution is acceptable to the Board of Directors, then the Auditors will bring the audit into compliance during the next quarter. If a different distribution would be more acceptable to the Board of Directors, the Board of Directors will need to provide specific direction to staff so that the auditors can be properly advised.

For your information, in the prior audits the routes were audited on a random basis without regard to area.

All compliance issues are referred to the Operations Department for review and appropriate action. Equipment malfunctions are referred to the Maintenance Department and programming errors are referred to the IT Department.

Additionally, METRO's contract security guards complete random external route announcement checks on 25 buses per day at Pacific Station, verifying that each bus announces the route four times within a 2-minute period prior to the bus' departure from Pacific Station. During this period, July through September 2007, the security guards documented 100 possible daily announcements for the 25 buses (4 X each). For the three month period, July-September, 2007, of the 91 days (no service on July 4<sup>th</sup>) audited and a total of 100 possible daily announcements, all of the external announcements were announced, a success rate of 100%.

METRO has recently contracted with Susan Clarke, an Independent contractor, to audit the external announcements at the Cavallaro Transit Center and the Watsonville Transit Center. A

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summary of Ms Clarke's audits from July 1<sup>st</sup> through September 30<sup>th</sup> is described in the following table:

Total external announcements audited at both transit centers during period:	873
Successful external announcement during period:	821
Failures of external announcements during period:	52
Percentage of external announcements properly made during period:	94%
Percentage of external announcements failed during period:	6%

On August 17, 2001, the Board of Directors adopted a specific Call Stop List to be used by the Bus Operators when they are required to make the call stop announcements. Since that time this Call Stop List has been administratively modified by the Operations Department from time to time in order to stay current with call stop compliance when the talking bus technology fails. An updated list was distributed in March 2007 to correspond with the bus stops on the current routes. Attached for the Board's review is Attachment D, the most recently released Call Stop List (March 2007).

Finally, since 2004, representatives from the following departments have met to discuss the various issues that arise regarding the call stop announcements: Legal, Information Technology, and Maintenance. The committee makes efforts to insure that the talking bus equipment is fully operational and functional and that any noted problems are documented and corrected. At the next meeting, which will be scheduled sometime in mid-to-late November 2007, two representatives from the United Transportation Union, Local 23 will attend in order to discuss with the committee various issues that they deem relevant and important.

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

Randomly conducted call stop compliance audits cost approximately \$20,000.00 per year. An additional \$1,000.00 per month is being expended for the Independent Contractor, Susan Clarke, for the external announcement audits at the Cavallaro Transit Center and the Watsonville Transit Center.

#### **V. ATTACHMENTS**

- Attachment A:** Stop Announcement Audit Results (July-September 2007)
- Attachment B:** Summary of Audit Results
- Attachment C:** Analysis of Distribution of Audits
- Attachment D:** Modified Call Stop List-March 2007

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ROBERT S. BORTNICK & ASSOCIATES  
PRIVATE INVESTIGATION

CRIMINAL/CIVIL  
CA. LIC. NO. P111733

136 VERNON STREET  
SANTA CRUZ, CALIFORNIA 95060  
TELEPHONE (831) 423-5122  
FAX (831) 459-0430  
E-MAIL: BortnickPI@yahoo.com

## STOP ANNOUNCEMENT AUDIT RESULTS (JULY 2007 – SEPTEMBER 2007)

### Statistical Summary

Total number of trips surveyed \_\_\_\_\_ 119  
Total number of trips with talking buses \_\_\_\_\_ 119 (100%)  
Total number of stop announcements surveyed \_\_\_\_\_ 2,606  
Total number of stop announcements made \_\_\_\_\_ 2,563 (98%)  
Total number of stop announcements missed \_\_\_\_\_ 43

### Trips – Percentage by Area

Area 1	Santa Cruz/UCSC	48	41%
Area 2	Scotts Valley/SLV	23	19%
Area 3	Capitola/Live Oak	31	26%
Area 4	Watsonville	17	14%



Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS</u>		<u>AREA</u>
				<u>MADE</u>	<u>MISSED</u>	
03 – Mission & Natural Bridges		8092	07/23/07	19	0	1
03 – Mission & Natural Bridges		2602	09/26/07	41	0	1
04 – Harv Wst/Para/Emeline		8079	09/04/07	24	0	1
04 – Harv Wst/Para/Emeline		9802	09/28/07	17	14	1
07 – Beach/Lighthouse		2218	08/29/07	26	1	1
07 – Beach/Lighthouse		2231	09/04/07	27	0	1
09 – Prospect Hts/Emeline		8092	09/27/07	18	0	1
10 – UC High St		2232	07/15/07	17	1	1
10 – UC High St		9813	07/20/07	16	0	1
10 – UC High St		2235	09/29/07	18	0	1
10 – UC High St		2231	09/30/07	4	0	1
10 – UC High St		2237	09/30/07	10	0	1
10 – UC High St		2236	09/30/07	6	0	1
10 – UC High St		2238	09/30/07	10	0	1
13 – UC Walnut		9820	09/25/07	19	0	1
13 – UC Walnut		2225	09/27/07	16	0	1
15 – Laurel West		Not noted	09/25/07	10	3	1
15 – Laurel West		9821	09/27/07	16	0	1
15 – Laurel West		9818	09/28/07	4	0	1
15 – Laurel West		9821	09/28/07	4	0	1
16 – Laurel East		2214	07/08/07	14	0	1
16 – Laurel East		9810	07/20/07	17	0	1
16 – Laurel East		9807	08/29/07	14	0	1
16 – Laurel East		4203	09/29/07	7	0	1
16 – Laurel East		9813	09/30/07	8	0	1
16 – Laurel East		2238	09/30/07	7	2	1
16 – Laurel East		9818	09/30/07	6	1	1
16 – Laurel East		9808	09/30/07	7	0	1
19 – Lower Bay Weekend		9814	07/08/07	21	0	1
19 – Lower Bay Weekend		2201	07/22/07	21	0	1
19 – Lower Bay Weekend		2202	09/30/07	9	0	1
19 – Lower Bay Weekend		2228	09/30/07	14	0	1
19 – Lower Bay Weekend		2218	09/30/07	10	0	1
20 – UC Westside		2218	07/15/07	23	0	1
20 – UC Westside		2217	07/22/07	21	0	1
20 – UC Westside		9825	08/29/07	28	0	1
20 – UC Westside		9804	09/30/07	6	0	1
20 – UC Westside		9802	09/30/07	17	0	1
20 – UC Westside		2220	09/30/07	11	0	1
31 – SV Dr/Graham Hill		2202	09/27/07	20	1	2
31 – SV Dr/Hwy 17/SC		2202	09/17/07	19	1	2
31 – SV Dr/Hwy 17/SC		2202	09/27/07	19	1	2

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Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>AREA</u>
32 – Graham Hill		9824	09/14/07	19	0	2
32 – Graham Hill		9807	09/26/07	39	0	2
35 – Glen Arbor/Mt Store		9818	08/31/07	38	0	2
35 – Glen Arbor/Mt Store		9808	09/29/07	10	0	2
35 – Hwy 9/Country Club		9811	09/29/07	5	0	2
35 – Santa Cruz		2224	07/07/07	32	0	2
35 – Santa Cruz		2215	09/14/07	32	0	2
35 – Santa Cruz		9813	09/17/07	32	0	2
35 – Santa Cruz		9808	09/29/07	16	0	2
35 – Santa Cruz		2213	09/29/07	5	0	2
35 – Santa Cruz via Glen Arbor		2212	08/31/07	36	0	2
35 – Santa Cruz via Glen Arbor		2215	09/14/07	9	0	2
35 – Santa Cruz via Glen Arbor		2215	09/16/07	36	0	2
35 – Santa Cruz via Glen Arbor		2213	09/29/07	7	0	2
35 – Santa Cruz via Glen Arbor		2218	09/29/07	3	0	2
35A – Glen Arbor/Mt Str/Sylvan		9809+9812	09/16/07	47	0	2
35A – Hwy 9/Country Club		2226	07/07/07	40	0	2
35A – Hwy 9/Country Club		2214	09/14/07	39	1	2
35A – Hwy 9/Country Club		2212	09/17/07	40	0	2
35A – Hwy 9/Mt Str/Sylvn		2213	09/29/07	23	0	2
40 – Santa Cruz		9804	09/15/07	11	0	1
40 – Santa Cruz		9829	09/17/07	10	1	1
40 – Santa Cruz		9804	09/30/07	4	0	1
40 – Waddell Creek/Davenport		9804	09/15/07	9	0	1
40 – Waddell Creek/Davenport		9829	09/17/07	12	0	1
40 – Waddell Creek/Davenport		9804	09/30/07	7	0	1
41 – Bonny Doon		9840	09/27/07	26	0	1
41 – Santa Cruz		9840	09/27/07	18	0	1
42 – Davenport/Bonny Doon		9817	09/30/07	7	0	1
53 – Capitola/Dominican		2216	07/27/07	36	0	3
53 – Capitola/Dominican		2218	09/07/07	24	0	3
54 – Aptos/La Selva Beach		9801	07/21/07	21	0	3
55 – Rio Del Mar		9808	07/25/07	13	0	3
56 – Cabrillo/La Selva		2216	07/25/07	21	0	3
56 – Cabrillo/La Selva		2221	09/19/07	21	0	3
56 – Capitola Mall		2216	07/25/07	9	0	3
56 – Capitola Mall		2221	09/19/07	11	0	3
66 – 17 <sup>th</sup> Ave/Capitola Mall		2223	07/08/07	31	0	3
66 – 17 <sup>th</sup> Ave/Capitola Mall		9813	09/07/07	30	1	3
66 – 17 <sup>th</sup> Ave/Santa Cruz		2224	07/15/07	31	0	3
66 – 17 <sup>th</sup> Ave/Santa Cruz		2217	07/23/07	31	0	3
66 – 17 <sup>th</sup> Ave/Santa Cruz		2217	07/26/07	31	0	3

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Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>AREA</u>
66 – 17 <sup>th</sup> Ave/Santa Cruz		2218	08/31/07	30	1	3
66 – 17 <sup>th</sup> Ave/Santa Cruz		2225	09/10/07	31	0	3
68N – Beach Night/Cap Mall		2218	09/09/07	32	1	3
68N – Beach Night/Metro Ctr		2219	09/09/07	20	2	3
69 – Cap Mall via Cap Rd		2218	08/31/07	19	1	3
69 – Cap Mall via Cap Rd		2230	09/10/07	20	0	3
69 – Cap Mall via Cap Rd		2221	09/19/07	20	0	3
69 – Santa Cruz		9824	09/19/07	18	0	3
69A – Cap Rd/Santa Cruz		9815	07/21/07	18	1	4
69A – Cap Rd/Santa Cruz		9812	09/13/07	19	0	4
69A – Cap Rd/Santa Cruz		2237	09/20/07	29	0	3-4
69A – Cap Rd/Watsonville		2219	07/15/07	19	0	3
69A – Cap Rd/Watsonville		2601	07/26/07	19	0	3
69A – Cap Rd/Watsonville		2228	09/13/07	21	0	4
69W – Cabrillo/Santa Cruz		9815	07/08/07	18	0	3
69W – Cabrillo/Santa Cruz		2237	07/10/07	37	0	3-4
69W – Cabrillo/Santa Cruz		2213	09/01/07	31	0	3
69W – Cabrillo/Watsonville		2203	09/01/07	33	0	3
69W – Cabrillo/Watsonville		2201	09/11/07	38	2	3-4
70 – Cabrillo		9817	09/06/07	29	0	3
71 – Clifford/Santa Cruz		2208	09/07/07	14	0	3
71 – Clifford/Santa Cruz		2208	09/11/07	58	0	3-4
71 – Clifford/Santa Cruz		2228	07/21/07	44	0	4
71 – Crestview/Santa Cruz		2601	09/06/07	58	0	3-4
71 – Crestview/Watsonville		2228	07/10/07	68	1	3-4
71 – Crestview/Watsonville		9820	09/06/07	26	0	4
71 – Crestview/Watsonville		2208	09/20/07	60	4	3-4
72 – Corralitos		2223	09/06/07	14	0	4
72 – Corralitos		2224	09/20/07	40	0	4
74 – Ohlone/Rolling Hills		2203	09/11/07	10	0	4
74 – Ohlone/Rolling Hills		9808	09/20/07	16	1	4
75 – Green Valley		2205	09/06/07	46	0	4
79 – East Lake		2224	09/13/07	23	0	4
91 – Cab/SC Express		2229	09/28/07	11	1	4
91 – Cab/Wats Express		2224	09/28/07	11	0	4

5-11.24

SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	Oct-Dec 2004	Jan-Mar 2005	Apr-Jun 2005	Jul-Sep 2005	Dec 2005- Feb 2006	Apr-Jun 2006	Jul-Sept 2006	Oct-Dec 2006	Jan-Mar 2007	Apr- Jun 2007	July-Sep 2007
Call Stops Surveyed	2,294	3,521	3,061	2,420	3,297	2,747	2,535	2,777	2461	2431	2606
Call Stops Announced	2,258	3,490	3,003	2,367	3,258	2,693	2,491	2,755	2430	2386	2563
Call Stops Not Announced	36	31	58	53	39	54	44	22	31	27	43
Percent of Call Stops Completed	98.4%	99.1%	98.1%	97.8%	98.8%	98%	98.3%	99.2%	98.7%	98.9%	98.4%
% of Call Stops Not Completed	1.6%	.9%	1.9%	2.2%	1.2%	2%	1.7%	.8%	1.3%	1.1%	1.6%

5-11.61

Attachment B

**STOP ANNOUNCEMENT AUDIT COMPARISON****Table of Results**

<b>Quarter</b>	<b>Total Trips</b>	<b>Area 1</b>	<b>Area 2</b>	<b>Area 3</b>	<b>Area 4</b>
July – September 2007	119	48 = 41%	23 = 19%	31 = 26%	17 = 14%
April – June 2007	86	30 = 35%	18 = 21%	28 = 32%	10 = 12%
January – March 2007	86	28 = 33%	18 = 21%	28 = 32%	12 = 14%
October – December 2006	92	26 = 28%	13 = 14%	42 = 46%	11 = 12%
July – September 2006	83	21 = 25%	17 = 21%	36 = 43%	9 = 11%
April – June 2006	91	20 = 22%	16 = 18%	40 = 44%	15 = 16%
December 2005 – February 2006	91	28 = 31%	16 = 17%	31 = 34%	16 = 18%

**Area Descriptions**

Area 1	Santa Cruz/UCSC	03, 04, 07, 09, 10, 13, 15, 16, 19, 20, 40, 41, 42
Area 2	Scotts Valley/SLV	31, 32, 35, 35A
Area 3	Capitola/Live Oak	53, 54, 55, 56, 66, 68, 68N, 69, 69A, 69W, 70, 71
Area 4	Watsonville	69A, 69W, 71, 72, 74, 75, 76, 79, 91

Note: Trips which included Area 3 and Area 4 stops were split between the two areas  
11 trips with both = Area 3 (5 trips) and Area 4 (6 trips)

5-11.c1

Call Stop Backup List: March 2007

**3 Mission/Natural Bridges**

Pacifica & Viaduct (Wharf)  
Mission & Olive  
Grandview & Arroyo Seco  
Delaware & Shaffer (DeAnza)  
Swanton & West Cliff (Natural Bridges)  
Mission & Almar (Safeway)  
Bay & Mission  
Pacific & 2<sup>nd</sup>  
SCMC (End of route)

**4 Harvey West/Emiline**

Ocean & Water \*  
Emeline Complex \*  
Paradise Park \*  
Dubois & Harvey West (Community  
Action)  
Coral & River \*  
Paradise Park \*  
Emeline Complex \*  
Ocean & Water \*  
SCMC (End of route)

**7 Beach Lighthouse**

Pacific & Viaduct (Wharf)  
Columbia & Delaware  
Lighthouse & Manor  
Beach & Riverside (Boardwalk)  
SCMC (End of route)

**9 Prospect Heights**

Ocean & Water  
Emiline Complex \*  
Branciforte & Water  
Prospect Heights & DeLaveaga School  
Water & Branciforte  
Ocean & Water  
SCMC (End of route)

**10 University via High**

Mission & Sylvar (Mission Hill)  
Bay & High  
Book Store – Cowell / Stevenson  
Science Hill  
Bay & High  
Mission & Sylvar (Mission Hill)  
SCMC (End of route)

**12 University/East Side Direct**

Portola & 36<sup>th</sup>  
Portola & 17<sup>th</sup>  
Seabright & Murray  
Broadway & Branciforte  
Laurel & Front  
Laurel & Center (Louden Nelson)  
Bay & Mission  
Bay & High  
Book Store – Cowell / Stevenson  
Science Hill  
Bay & High  
Mission & Trescony (McDonalds)  
Laurel & Center (Louden Nelson)  
SCMC (End of route)

**13 University via Walnut**

Walnut & California / Santa Cruz High  
Bay & Mission  
Bay & High  
Science Hill  
Book Store – Cowell / Stevenson  
Bay & High  
Mission & Trescony (McDonalds)  
Walnut & California / Santa Cruz High  
SCMC (End of route)

**15 University via Laurel West**

Laurel & Center (Louden Nelson)  
Bay & Mission  
Bay & High  
Science Hill (UCSC)  
Book Store – Cowell / Stevenson  
Bay & High  
Mission & Trescony (McDonalds)  
Laurel & Chestnut  
SCMC (End of route)

**16 University via Laurel East**

Laurel & Center (Louden Nelson)  
Bay & Mission  
Bay & High  
Book Store – Cowell / Stevenson  
Science Hill  
Bay & High  
Mission & Trescony (McDonalds)  
Laurel & Chestnut  
SCMC (End of route)

**Attachment D**

Parenthesis are for orientation only, not required to call.

\* Selected runs only 1 of 7

5-11.d1

**Highway 17 Express (outbound)**

SCMC \* (When originating at Soquel Park & Ride)  
Pasatiempo  
Scotts Valley Transit Center  
Diridon Station  
Santa Clara & 1<sup>st</sup>  
San Fernando & 5<sup>th</sup> (End of route)

**Highway 17 Express (inbound)**

Santa Clara & Light rail  
Diridon Station  
Scotts Valley Transit Center  
Pasatiempo  
SCMC (End of route\*)  
Soquel Park and Ride (End of route\*)

**19 University via Lower Bay**

Pacific & Viaduct (Wharf)  
Bay & Seaside  
Bay & High  
Science Hill  
Book Store – Cowell / Stevenson  
Bay & High  
Bay & Mission  
Cliff & Beach \*  
Pacific & 2<sup>nd</sup>  
SCMC (End of route)

**20 (S & D) University Westside**

Pacific & Viaduct (Wharf)  
Delaware & Woodrow  
Natural Bridges Dr. & Mission St.  
Bay & High  
Book Store – Cowell / Stevenson  
Science Hill  
Natural Bridges Dr. & Mission St.  
Delaware & Woodrow  
Pacific & 2<sup>nd</sup>  
Bay & Laguna (End of route 20D)  
Delaware & Swift (End of route 20S)  
SCMC (End of route)

**31 Scotts Valley/Santa Cruz via 17**

Ocean & Water  
Lockwood & Graham Hill  
Scotts Valley Transit Center  
Scotts Valley Dr. & Granite Creek  
Scotts Valley High School \*  
Vine Hill School \*  
Water & Ocean  
SCMC (End of route)

**32 Graham Hill**

Ocean & Water  
Scotts Valley High School \*  
Vine Hill School \*  
Granite Creek & Scotts Valley Dr.  
Scotts Valley Dr. & Bean Cr. (Scotts Valley Middle School)  
Scotts Valley Transit Center  
Lockwood & Graham Hill  
Water & Ocean  
SCMC (End of route)

**33 Lompico SLV / Felton Faire**

San Lorenzo Valley High School \*  
West Dr.  
Zayante Store  
Felton Faire (End of route)

**34 South Felton**

San Lorenzo Valley High School  
Forest Lakes  
Felton Faire (End of route \*)  
SLV High (End of route \*)

**35 / 35A Santa Cruz to SLV**

Ocean & Water  
Granite Creek & Scotts Valley Dr. \*  
Scotts Valley Transit Center  
Felton Faire  
San Lorenzo Valley High School  
Hwy 9 & Main (Ben Lomond)  
Hwy 9 & Pacific (Brookdale)  
Hwy 9 & 236 (Johnnies)  
Bear Creek Road & Deerwood (End of route \*)  
Mountain Store (End of route \*)  
Sylvan Ave (End of route \*)  
Boulder Creek Country Club (End of route \*)  
Big Basin (End of route \*)

Parenthesis are for orientation only, not required to call.

\* Selected runs only 2 of 7

5-11.d2

### **35 San Lorenzo Valley to Santa Cruz**

Bear Creek Road & Deerwood \*  
Boulder Creek Country Club \*  
Hwy. 9 & Lomond (Boulder Creek)  
Hwy 9 & Pacific (Brookdale)  
Hwy 9 & Main (Ben Lomond)  
San Lorenzo Valley High School  
Felton Faire  
Scotts Valley Transit Center (End of route \*)  
Water & Ocean  
SCMC (End of route)

### **40 Davenport/North Coast Beaches**

Walnut & California / Santa Cruz High \*  
Laurel & Center \* (Louden Nelson)  
Mission & Olive  
Mission & Miramar (Safeway)  
Hwy. 1 & Ocean  
Hwy. 1 & Waddell Beach \*  
Ocean & Hwy. 1 (Pacific School)  
Mission & Almar (Safeway)  
Mission & Trescony (McDonalds)  
Walnut & California / Santa Cruz High \*  
Laurel & Chestnut \*  
SCMC (End of route)

### **41 Bonny Doon**

Walnut & California Santa Cruz High \*  
Laurel & Center (Louden Nelson) \*  
Bay & Mission  
Bay & High  
Empire Grade & Felton Empire  
Empire Grade & Pine Flat  
Bonny Doon & Pine Flat (Time-Point at the winery)  
Pine Flat & Empire Grade  
Bay & High  
Mission & Trescony (McDonalds)  
Walnut & California Santa Cruz High \*  
Laurel & Chestnut \*  
SCMC (End of route)

### **42 Davenport / Bonny Doon**

Walnut & California / Santa Cruz High \*  
Laurel & Center \* (Louden Nelson)  
Mission & Olive  
Mission & Miramar (Safeway)  
Hwy. 1 & Ocean (Davenport)  
Bonny Doon & Pine Flat (Time-Point at the winery)  
Pine Flat & Empire Grade  
Empire Grade & Ice Cream Grade  
Bay & High  
Mission & Trescony (McDonalds)  
Laurel & Chestnut \*  
SCMC (End of route)

### **53 Capitola Dominican**

Kings Plaza (Sees Candy)  
Stockton & Esplanade (Capitola Village)  
Soquel & Daubenbiss (Soquel Village)  
Soquel & 41<sup>st</sup> Ave.  
Thurber & Winkle  
Dominican Hospital  
17<sup>th</sup> & Cozy  
Capitola Mall (End of route)

### **54 Capitola/Aptos/La Selva Beach**

Capitola & 41<sup>st</sup>  
Stockton & Esplanade (Capitola Village)  
Cabrillo College  
Soquel & Aptos Center  
Aptos Beach & Marina  
Seascape & Sumner  
Playa & Estrella (La Selva Beach)  
Freedom & Hwy 1  
Aptos Beach & Marina  
Searidge & Mar Vista  
Soquel & State Park  
Cabrillo College  
Stockton & Esplanade (Capitola Village)  
Capitola & 41<sup>st</sup>  
Capitola Mall (End of route)

Parenthesis are for orientation only, not required to call.

\* Selected runs only 3 of 7

5-11.d3



**55 Rio Del Mar**

Stockton & Esplanade (Capitola Village)  
 Cabrillo College  
 Soquel & Aptos Center  
 Aptos Beach & Marina  
 Rio Del Mar & Clubhouse  
 State Park & Soquel  
 Cabrillo College  
 Stockton & Esplanade (Capitola Village)  
 Capitola Mall (End of route)

**56 La Selva**

Soquel & Aptos Center  
 Seascape & Sumner  
 Playa & Estrella (La Selva Beach)  
 Soquel & State Park  
 Cabrillo College (End of route)

**66 Live Oak via 17<sup>th</sup> (outbound)**

Water & Ocean  
 Water & Branciforte  
 Soquel & Frederick  
 Soquel & Park Way  
 7<sup>th</sup> & Capitola  
 7<sup>th</sup> & Harbor Cove  
 Brommer & 17<sup>th</sup>  
 17<sup>th</sup> & Merrill  
 Portola & 18<sup>th</sup>  
 Portola & 37<sup>th</sup>  
 Kings Plaza (Sees Candy)  
 Capitola Mall (End of route)

**66 Live Oak via 17<sup>th</sup> (inbound)**

Portola & 36<sup>th</sup>  
 Portola & 17<sup>th</sup>  
 17<sup>th</sup> & Merrill  
 Brommer & 1500 Block  
 7<sup>th</sup> & 1100 Block  
 Capitola & 7<sup>th</sup>  
 Soquel & Frederick  
 Water & Branciforte  
 Water & Ocean  
 SCMC (End of route)

**68 Broadway / Portola (outbound)**

Broadway & Branciforte  
 Murray & Seabright  
 Portola & 17<sup>th</sup>  
 Portola & 30<sup>th</sup>  
 Portola & 41<sup>st</sup>  
 Capitola Mall (End of route)

**68 Broadway/Portola (inbound)**

Portola & 41<sup>st</sup>  
 30<sup>th</sup> & Portola  
 Portola & 17<sup>th</sup>  
 Seabright & Murray  
 Broadway & Branciforte  
 SCMC (End of route)

**68N Beach Night Capitola Mall (OB)**

Beach & Riverside (Boardwalk)  
 Ocean & Barson  
 Seabright & Broadway  
 5<sup>th</sup> & East Cliff  
 Portola & 17<sup>th</sup>  
 Portola & 30<sup>th</sup>  
 Portola & 41<sup>st</sup>  
 Capitola Mall (End of route)

**68N Beach Night Metro Center (IB)**

Portola & 41<sup>st</sup>  
 Portola & 30<sup>th</sup>  
 Portola & 17<sup>th</sup>  
 Seabright & Murray  
 Ocean & Barson  
 San Lorenzo & Riverside  
 SCMC (End of route)

**69 Capitola Mall**

Soquel & Ocean  
 Soquel & Pine  
 Soquel & Frederick  
 Soquel & Park Way  
 Capitola & 7<sup>th</sup>  
 Capitola & 17<sup>th</sup> (Senior Center)  
 Kings Plaza (Sees Candy)  
 Capitola Mall (End of route)

**69 Santa Cruz**

Capitola & 17<sup>th</sup> (Senior Center)  
 Capitola & 7<sup>th</sup>  
 Soquel & Frederick  
 Soquel & Branciforte  
 Soquel & Ocean  
 SCMC (End of route)

Parenthesis are for orientation only, not required to call.

\* Selected runs only 4 of 7

5-11.d4

**69A Watsonville**

Soquel & Ocean  
Soquel & Pine  
Soquel & Frederick  
Soquel & Park Way  
Capitola & 7<sup>th</sup>  
Capitola & 17<sup>th</sup> (Senior Center)  
Kings Plaza (Sees Candy)  
Capitola Mall  
Nielson & Watsonville Hospital  
Freedom & Airport (Freedom Center)  
Freedom & Crestview – County Building  
WTC (End of route)

**69A Santa Cruz**

Freedom & Crestview – County Building  
Freedom & Airport (Freedom Center)  
Nielson & Watsonville Hospital  
Capitola Mall  
Capitola & 17<sup>th</sup> (Senior Center)  
Capitola & 7<sup>th</sup>  
Soquel & Park Way  
Soquel & Frederick  
Soquel & Branciforte  
Soquel & Ocean  
SCMC (End of route)

**69N Capitola / Cabrillo**

Soquel & Ocean  
Soquel & Pine  
Soquel & Frederick  
Soquel & Park Way  
Capitola & 7<sup>th</sup>  
Capitola & 17<sup>th</sup> (Senior Center)  
Kings Plaza (Sees Candy)  
Capitola Mall  
Soquel & 41<sup>st</sup> Ave. (End of route \*)  
Soquel & Daubenbiss  
Soquel & Park Ave  
Cabrillo College (End of route)

**69N Cabrillo / Santa Cruz**

Park Cabrillo College Dr.  
Stockton & Esplanade (Capitola Village)  
Capitola Mall  
Capitola & 17<sup>th</sup> (Senior Center)  
Capitola & 7<sup>th</sup>  
Soquel & Park Way  
Soquel & Frederick  
Soquel & Branciforte  
Soquel & Ocean  
SCMC (End of route)

**69W Cabrillo / Watsonville**

Soquel & Ocean  
Soquel & Pine  
Soquel & Frederick  
Soquel & Park Way  
Capitola & 7<sup>th</sup>  
Capitola & 17<sup>th</sup> (Senior Center)  
Kings Plaza (Sees Candy)  
Capitola Mall  
Soquel & 41<sup>st</sup> Ave.  
Soquel & Daubenbiss  
Soquel & Park Ave  
Cabrillo College  
Soquel & State Park  
Main & Green Valley  
WTC (End of route)

**69W Cabrillo / Santa Cruz**

Main & Green Valley  
Soquel & State Park  
Cabrillo College  
Soquel & Park Ave.  
Soquel & Daubenbiss  
41<sup>st</sup> & Cordelia  
Capitola Mall  
Capitola & 17<sup>th</sup> (Senior Center)  
Capitola & 7<sup>th</sup>  
Soquel & Park Way  
Soquel & Frederick  
Soquel & Branciforte  
Soquel & Ocean  
SCMC (End of route)

**70 Cabrillo (outbound)**

Water & Ocean  
Water & Branciforte  
Soquel & Frederick  
Soquel & Park Way  
Dominican Hospital  
Soquel & 41<sup>st</sup> Ave.  
Soquel & Daubenbiss  
Soquel & Park  
Cabrillo College (End of route)

**70 Santa Cruz / Cabrillo (inbound)**

Cabrillo College  
Soquel & Park  
Soquel & Daubenbiss  
Soquel & 41<sup>st</sup> Ave.  
Dominican Hospital  
Soquel & La Fonda (Harbor High)  
Soquel & Park Way  
Soquel & Frederick  
Water & Branciforte  
Water & Ocean  
SCMC (End of route)

Parenthesis are for orientation only, not required to call. \* Selected runs only 5 of 7

5-11.d5

**71 Watsonville**

Water & Ocean  
Water & Branciforte  
Soquel & Frederick  
Soquel & Park Way  
Dominican Hospital  
Soquel & 41<sup>st</sup>  
Soquel & Daubenbiss  
Soquel & Park  
Cabrillo College  
Soquel & Aptos Center  
Freedom & Soquel  
Freedom & Corralitos  
Freedom Center  
Freedom & Crestview County Building \*  
Clifford & 240 Block \*  
Main & Pennsylvania \*  
Alta Vista & Arthur \*  
WTC (End of route)

**71 Santa Cruz**

Freedom & Crestview County Building \*  
Clifford & 200 Block \*  
Main & Pennsylvania \*  
Alta Vista & Shasta \*  
Freedom Center  
Freedom & Corralitos  
Freedom & Soquel  
Soquel & State Park  
Cabrillo College  
Soquel & Park  
Soquel & Daubenbiss  
Soquel & 41<sup>st</sup> Ave.  
Dominican Hospital  
Soquel & Park Way  
Soquel & Frederick  
Water & Branciforte  
Water & Ocean  
SCMC (End of route)

**72 Corralitos**

Main & Green Valley  
Freedom Center  
Amesti & Amesti Elementary  
Browns Valley & Corralitos  
Green Valley & Pinto Lake Park  
Green Valley & Amesti  
Freedom Center  
Main & Green Valley  
WTC (End of route)

**74 Ohlone Parkway / Rolling Hills**

Ohlone & Kingfisher  
Green Valley & Main \*  
Pajaro Valley High School \*  
Westgate & Technology \* (Social Security)  
Shady Oaks & Anna  
Green Valley & Pennsylvania  
Manfre & Lucerne  
Ross & Holly  
Green Valley & Main  
Pajaro Valley High School \*  
Ohlone & Kingfisher  
WTC (End of route)

**75 Green Valley**

Main & Clifford  
Main & Green Valley  
Freedom Center  
Green Valley & Celia (Pinto Lake Park)  
Wheelock & Monte Vista School  
Green Valley & Pinto Lake Park  
Freedom Center  
Main & Green Valley  
Main & Ohlone  
WTC (End of route)

**76 Corralitos / Buena Vista**

Main & Clifford  
Main & Green Valley  
Shady Oaks & Anna  
Freedom Center  
Amesti & Amesti Elementary  
Browns Valley & Corralitos \*  
Freedom & Corralitos \*  
Browns Valley & Corralitos \*  
Nielson & Watsonville Hospital \*  
Anna & Hermon  
Main & Green Valley  
Main & Ohlone  
WTC (End of route)

**79 East Lake**

East Beach & Marchant  
College & Parker  
Tuttle & East Lake  
WTC (End of route)

**88 Armory Shuttle (AM Runs)**

Water & Ocean  
Armory  
Water & Ocean  
Coral & River (Homeless Shelter)  
SCMC (End of route)

Parenthesis are for orientation only, not required to call. \* Selected runs only 6 of 7

5-11.d6

**88 Armory Shuttle (PM Runs)**

Coral & River (Homeless Shelter)  
Water & Ocean  
Armory  
Water & Ocean  
SCMC (End of route)

**91 Commuter Express (outbound)**

Water & Ocean  
Water & Poplar  
Cabrillo College  
Soquel & State Park  
Main & Green Valley  
WTC (End of route)

**91 Commuter Express (inbound)**

Main & Green Valley  
Soquel & State Park  
Cabrillo College  
41<sup>st</sup> & Hwy 1 \*  
Dominican Hospital \*  
Water & Poplar  
Water & Ocean  
SCMC (End of route)

Parenthesis are for orientation only, not required to call.

\* Selected runs only 7 of 7

5-11.d7

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 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
  - Site address change from 1122 River Street to 1200 River Street, Building B.
  - Arntz Builders working on punch-list items and providing training to METRO employees.
  - Harris & Associates working with Arntz Builders for closeout material information.
- Maintenance Building
  - West Bay Builders continuing site work on 120 Golf Club Drive property
  - Storm Sewer connection work continuing on Golf Club Drive.
  - PG&E to provide more information for site work.
  - AT&T working on telecom plans.

## III. DISCUSSION

Arntz Builders is working on the Service & Fueling Building. Address for this site has been changed to 1200 River Street, Building B. Arntz Builders is going through a punch-list to finalize building. Harris & Associates is working with Arntz Builders for closeout material information. Harris & Associates issued three non-conformances to Arntz Builders. The three include floor reflectivity, bus wash location, and alarm system. Arntz Builders is working to resolve the non-conformances with Harris & Associates.

West Bay Builders is continuing site work on 120 Golf Club Drive property. West Bay Builders is continuing work on Golf Club Drive for storm and sewer work. West Bay Builders completed the work that was needed for the storm drain on Highway 9 and continuing the work up Golf Club Drive towards the site. On the site, West Bay Builders is working on the Steel Joist Submittals with RNL Design and Harris & Associates. In regards to electrical, West Bay Builders received transformer pad size from PG&E, generator size will be provided by West Bay Builders Sub-Contractor. METRO is waiting on PG&E and AT&T for materials needed for the project. PG&E has not provided a final electrical cut sheet. AT&T is working on their telecom plans for the site.

5-12.1

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:

- Arntz working on non-conformance issues.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- PG&E to provide more information for site work.
- AT&T working on Maintenance Building telecom plans.

Previous information regarding the MetroBase Project:

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

- Arntz working on punch-list items and non-conformances.
- Arntz Builders completed trash enclosure and street repaving of Highway 9.
- On January 26, 2007, Board of Directors went on a tour of the MetroBase Project.
- Received Caltrans Encroachment Permit. Work completed.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders providing training to METRO employees.
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- 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.
- Tilt-up panels installed, West Bay Builders working on steel joists.
- RNL contract modified for added Maintenance Building scope
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

#### IV. FINANCIAL CONSIDERATIONS

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

5-12.2

**V. ATTACHMENTS**

**Attachment A: Arntz Builders, Inc. Cost Summary**

**Attachment B: West Bay Builders, Inc. Cost Summary**

5-12.3

**Santa Cruz Metropolitan  
Transit District**



Contract Company:  
Contract Number:

Arntz Builders, Inc.  
IFB 05-12



Item	Description	Progress Payment	Contract Change	Balance	Work Done per Contract percent
1	IFB 05-12 Arntz Builders Contract		\$ 7,979,000.00	\$ 7,979,000.00	99.15%
	Current Expensed	\$ 7,911,275.00		\$ 67,725.00	
2	Change Order No. 001 Catch basin type for storm drain outfall		\$ 821.69	\$ 68,546.69	100.00%
	Current Expensed	\$ 821.69		\$ 67,725.00	
3	Change Order No. 002 Trash Pile removal, Storm Drain issues		\$ 6,514.80	\$ 74,239.80	100.00%
	Current Expensed	\$ 6,514.80		\$ 67,725.00	
4	Change Order No. 003 Storm Drain pot-holing, unknown utilities		\$ 4,398.25	\$ 72,123.25	100.00%
	Current Expensed	\$ 4,398.25		\$ 67,725.00	
5	Change Order No. 004 Constructin of sump Under Review		\$ 5,993.48	\$ 73,718.48	100.00%
	Current Expensed	\$ 5,993.48		\$ 67,725.00	
6	Change Order No. 005 LCNG, Dampers, Duress Button, Conduit items		\$ 14,707.43	\$ 82,432.43	100.00%
	Current Expensed	\$ 14,707.43		\$ 67,725.00	
7	Change Order No. 006 Fish&Game redesign and mitigation of work		\$ 74,973.18	\$ 142,698.18	100.00%
	Current Expensed	\$ 74,973.18		\$ 67,725.00	
8	Change Order No. 007 Additional Water Service & Sewer Line		\$ 40,380.46	\$ 108,105.46	100.00%
	Current Expensed	\$ 40,380.46		\$ 67,725.00	
9	Change Order No. 008 Fuel reel banks, metal flashing, and five security cameras.		\$ 48,172.33	\$ 115,897.33	100.00%
	Current Expensed	\$ 48,172.33		\$ 67,725.00	

5-12.a1

Attachment A



**Santa Cruz Metropolitan  
Transit District**



Contract Company:  
Contract Number:

Arntz Builders, Inc.  
IFB 05-12



Item	Revision Date	Description	Progress Payment	Contract Change	Balance	Work Done per Contract percent
10	1/19/2007	Change Order No. 009 . Added base for metal lockers, added drains, water s		\$ 3,774.72	\$ 71,499.72	100.00%
	2/15/2007	Current Expensed	\$ 3,774.72		\$ 67,725.00	
11	9/26/2007	Change Order No. 010 . All outstanding work items		\$ 363,054.00	\$ 430,779.00	0.00%
	39388	Current Expensed	\$ -		\$ 430,779.00	

Total Contract  
\$ 8,541,790.34

5-12.AZ

**Santa Cruz Metropolitan  
Transit District**



Contract Company:  
Contract Number:

**West Bay Builders, Inc.**  
IFB 06-01



Item	Description	Progress Payment	Contract Change	Balance	Work Done per Contract percent
1	IFB 06-01 West Bay Builders Contract		\$ 15,195,000.00	\$ 15,195,000.00	23.10%
	Current Expensed	\$ 3,510,279.50		\$ 11,684,720.50	
2	Change Order No. 001 Removal of unsuitable material and site fencing not shown on plans		\$ 2,591.00	\$ 11,687,311.50	100.00%
	Current Expensed	\$ 2,591.00		\$ 11,684,720.50	
3	Change Order No. 002 Removal of Soil not shown on plans		\$ 8,400.00	\$ 11,693,120.50	100.00%
	Current Expensed	\$ 8,400.00		\$ 11,684,720.50	
4	Change Order No. 003 Provide Dowels/Reinforcing at Drain Pan Pocket/Duct Opening (Field Directive #1)		\$ 4,097.00	\$ 11,688,817.50	100.00%
	Current Expensed	\$ 4,097.00		\$ 11,684,720.50	
5	Change Order No. 004 Rework of soil per Geotech Recommendation/Structural Steel Shop Drawings		\$ 15,742.00	\$ 11,700,462.50	0.00%
	Current Expensed	\$ 15,742.00		\$ 11,684,720.50	
6	Change Order No. 005 (Under Review)		\$ -	\$ 11,684,720.50	0.00%
	Current Expensed	\$ -		\$ 11,684,720.50	
7	Change Order No. 006 Credit from reinforcing additions per RNL sketch		\$ (8,143.00)	\$ 11,676,577.50	100.00%
	Current Expensed	\$ (8,143.00)		\$ 11,684,720.50	
8	Change Order No. 007 Electical work per PG&E routing sketch		\$ 45,000.00	\$ 11,729,720.50	0.00%
	Current Expensed	\$ -		\$ 11,729,720.50	

**Total Contract**  
\$ 15,262,687.00

5-12.61

Attachment B

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 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 October 4, 2007 Regular SCCRTC Meeting

5-13.1

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

**MINUTES**

Thursday  
October 4, 2007  
9:00 a.m.

Board of Supervisors Chambers  
701 Ocean Street  
Santa Cruz, CA 95060

1. Roll Call

PRESENT:           Jan Beautz           Dene Bustichi  
                      Tony Campos       Randy Johnson  
                      Kirby Nicol        Ellen Pirie  
                      Emily Reilly       Antonio Rivas  
                      Patricia Spence   Mark Stone  
                      Dale Skillicorn   David Murray

STAFF PRESENT: George Dondero   Luis Mendez  
                      Yesenia Parra   Kim Schultz  
                      Rachel Maroconi   Jeffrey Banks  
                      Grace Blakeslee

2. Oral Communications

Commissioner Campos reported that the County has been enforcing parking regulations at the County government center and ticketing violators.

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero reported that the following additional materials were distributed: Attachment 1 for item 9, the Director's Report, and add on pages for items 17 and 15b.

**CONSENT AGENDA**

Approved Unanimously (Reilly, Rivas)

5-13.a1

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

#### PROJECTS and PLANNING

6. Accepted Information Item on FY07-08 AB2766 Grants Awarded by the Monterey Bay Unified Air Pollution Control District
7. Accepted Information Item on the 2008 State Transportation Improvement Program (STIP) Funding and Programming

#### COMMISSION BUDGET AND EXPENDITURES

8. Approved Staff Recommendation Regarding Transportation Research Board (TRB) Out-of-State Travel Authorization

#### ADMINISTRATION

9. Approved Community of RTC Employees ("CORE") SEIU Local 521 MOU (Enclosed Separately for Commissioners only) (Resolution)

#### COMMITTEE MINUTES

10. Accepted Draft Minutes of the September 13, 2006 Budget and Administration/Personnel Committee Meeting

#### INFORMATION/OTHER

11. Accepted Monthly Meeting Schedule
12. Accepted Correspondence Log
13. Accepted Letters from SCCRTC Committees and Staff to Other Agencies
  - a. Letter to the City of Santa Cruz Redevelopment Agency Regarding Mitigated Negative Declaration for the San Lorenzo-Highway 1 Bridge Bike & Pedestrian Path
  - b. Letter to City of Santa Cruz Mayor Emily Reilly Regarding Improvements for Bicycle Travel on the Mission Street Corridor

5-13.a2

14. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
15. Accepted Information Items
  - a. September 19, 2007 Mercury News Article "California seen as model for traffic relief in U.S."
  - b. Press release from the League of American Bicyclists Regarding a Bicycle Friendly Community Designation for the City of Santa Cruz

### **REGULAR AGENDA**

16. Commissioner Reports

Commissioner Johnson reported that he attended the Silicon Valley Projections 2008 Clean and Green forum at Santa Clara University sponsored by the Silicon Valley Leadership Group. The discussions covered solar energy and the technologies associated with solar energy. Discussions also included smart planning and the forum had a high emphasis on transportation

17. Director's Report

Executive Director George Dondero stated that a letter from Commissioner Coonerty regarding item 19 was distributed along with the other additional materials.

Mr. Dondero congratulated the City of Santa Cruz for receiving the Silver Bicycle Friendly Community Designation by the Bicycle Friendly Community program, as well as Catherine Patterson Valdez from Community Bridges and RTC staff for receiving a \$94,000 grant from Caltrans for the Mobility Outreach and Education (MORE) project. The MORE project will study the transportation needs of elderly, non-English speaking, low-income and disabled groups. When implemented, the project will provide free ride vouchers and specialized transportation throughout the county.

He reported that he and Senior Planner Rachel Moriconi attended the fifth in a series of six workshops known as the Blueprint Learning Network in Fresno California. The last workshop will be held on November 13 in Oakland. He also announced that the Association of Monterey Bay Area Governments (AMBAG) has received a grant to conduct Regional Blueprint Planning in the Monterey Bay region.

He also reported that the Commute Solutions staff has been very busy responding to several requests from employers to provide commute

5-13.a3

solutions information. He shared that RTC staff Nathan Luedtke and Jeff Banks gave a presentation at the "Safety First by Saving the Earth" event for employees of Johnson-Diversey, a manufacturer on the Westside of Santa Cruz. After the presentation RTC staff provided assistance in finding carpool partners and in planning bus and bike trips.

He reported on the requirement of the SAFETE-LU federal bill, which indicates that all Regional Transportation Planning Agencies complete a Public Participation Plan. He stated that AMBAG is taking the lead in this effort and RTC Senior Planner Karena Pushnik is providing RTC's input for the plan. He announced that a public forum for public agencies and transportation providers will be held in the RTC office on October 12 starting at 1:00pm.

Commissioner Spence asked if Community Bridges/Lift Line would be doing public outreach to ensure that the public was notified on how to take advantage of the free ride vouchers. Deputy Director Luis Mendez stated that the grant will flow through the RTC and staff would be part of the process in the outreach efforts. He also reported that Community Bridges will distribute bilingual information through various means throughout the county.

18. CalTrans Report

Aileen Loe thanked Commissioner Rivas for inviting Caltran's staff to attend an event at the High School in Watsonville. She also congratulated Community Bridges and RTC staff for receiving the grant to implement the MORE project.

She announced that the cycle for a variety of grants has begun. She mentioned the Safe Routes to School grant that is due on November 16, 2007.

Ms. Loe reported that the SR152 Rehabilitation project has had some delays and the completion date has been moved out to October.

Commissioner Rivas asked for clarification on the application process for the Safe Routes to School program. Ms. Loe explained that it is administered by the state and local agencies are eligible to apply. Deputy Director Mendez also responded that the RTC Bicycle committee reviews projects that can take advantage of grants including the Safe Routes to School grant. He also reported that RTC staff is discussing a variety of projects including additional bicycle parking at schools. Commissioner Pirie stated that pedestrian improvements should be considered and shared that in her jurisdiction children walk to school more often than they ride their bicycles. She also mentioned a few schools that do not have

5-13.a4

sidewalks making it very unsafe for children to walk to school. Commissioner Campos agreed with Ms. Pirie and also mentioned other schools with similar challenges.

Executive Director Dondero suggested that the Commissioners provide a list of potential projects that RTC staff can review and forward to the appropriate agency to consider for potential grant applications. Commissioner Stone asked that RTC staff work collaboratively with the Santa Cruz County Public Works staff to ensure coordination throughout jurisdictions.

Executive Director Dondero stated that the Safe Routes to School grant program is very popular and very competitive and it may take more than one try to get the grant. Commissioner Rivas asked that the pedestrian concerns surrounding Pajaro Valley High School in Watsonville be included in the discussions.

19. Hwy 1 Projects Status Report

Senior Planner Kim Schultz presented the staff report stating that for public review of the draft environmental documents for the Highway 1 HOV Lanes project Caltrans recommends a 45-day review period, RTC staff recommends a 60-day review period and Commissioner Coonerty recommends a 90-day review period..

After some discussion regarding the appropriate public review period, a motion was made (Nicol/Rivas) to recommend a 45-day public review period for the Draft Environmental Impact Report/Environmental Assessment for the Highway 1 HOV Lanes project. The motion passed with three no votes from Commissioners Pirie, Stone and Reilly.

Kim Schultz continued the staff report summarizing the need for a request for qualifications for on-call right of way support services and responding that the resulting contract will specify a limited contract amount.

A motion was made (Beautz/Pirie) to approve the staff recommendation to authorize the circulation of a request for qualifications (RFQ) for on-call right-of-way support services. The motion passed unanimously.

Kim Shultz continued the staff report explaining the purpose for the Corridor System Management Plan (CSMP) for Highway 1 as a requirement of the Corridor Mobility Improvement Account (CMIA) funding for the Highway 1 Soquel to Morrissey Auxiliary Lanes project, as well as the need to sign a charter agreement with Caltrans.

5-13.a5



Commissioners discussed the need and purpose of the charter and meetings of the participants expressing concerns of duplication of effort with the work of Caltrans. Eileen Loe explained that this formalizes the work that has already been taking place and that it is a requirement of the CMIA funding.

A motion was made (Pirie/Beautz) to accept the staff recommendation to authorize the Executive Director to sign the charter agreement for development and implementation of a Corridor System Management Plan (CSMP) for Highway 1. The motion was approved unanimously.

Commissioners directed staff to provide minutes of the meetings or reports to the RTC.

20. Draft Responses to the 2007 Triennial Performance Audit of the Regional Transportation Commission (RTC)

Deputy Director Luis Mendez presented the staff report. Mr. Mendez reviewed the recommendations in the audit report and work being done to meet those recommendations.

A motion was made (Pirie/Beautz) to approve the Budget and Administration/Personnel (B&AP) Committee and staff recommendations that the Regional Transportation Commission (RTC) approve as responses to the Triennial Performance Audit the following:

1. Response to Audit Recommendation 1: As shown in past performance audits the RTC has the process required by PUC Section 99244 which includes review of the Short Range Transit Plan prepared by SCMTD, review of the transit operator by the Social Services Transportation Advisory Committee (SSTAC) and review of SCMTD's claims for TDA funds. The Short Range Transit Plan will be reviewed by the SSTAC and the Budget and Administration/Personnel Committee;
2. Response to Audit Recommendation 2: In the future the paratransit services will be included in the triennial performance audits regardless of contractual approach. Community Bridges and the Volunteer Center who provide some specialized transportation services will be included in future audits. In addition, the scope of work for future audits will be more detailed regarding the expectations of the auditor with regards to meetings with RTC and SCMTD Board members and staff;
3. Response to Audit Recommendation 3: The RTC is working with AMBAG and other regional partners to produce the Coordinated Human Services Transportation Plan. The plan will be completed and appropriate action taken;
4. Response to Audit Recommendation 4: The RTC is discussing a classification and compensation study as part of labor negotiations.

5-13.06

- The recommendations resulting from these labor negotiations will be considered; and
5. Response to Audit Recommendation 5: The TPW meetings are more appropriate for providing more in depth information on an issue and fostering discussion of that issue. The need for continuing the TPW meetings was assessed. The RTC will continue to have the TPW meetings and if a TPW meeting is not necessary it will be canceled by the chair.

The motion passed unanimously.

21. Draft Regional Transportation Commission Meeting Schedule 2008

There was no oral staff report or discussion on this item. A motion was made (Pirie/Stone) to accept the proposed 2008 meeting scheduled. The motion passed unanimously.

22. Review of Items to be Discussed in Closed Session

Executive Director Dondero reported that there would be a closed session regarding Mid Management Labor Negotiations and there would be no closed session regarding the Santa Cruz Branch Rail Line Acquisition project.

Open Session Adjourned at 9:54 am

23. Oral and Written Communications Regarding Closed Session- None

**CLOSED SESSION –Called to order at 9:55 am**

24. 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

25. Report on Closed Session –No reportable action

**OPEN SESSION-Reconvened at 10:03**

26. Next Meetings/Adjournment at 10:04 am

The next Transportation Policy Workshop is scheduled for Thursday,

5-13.07

October 18, 2007 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, November 1, 2007 at 9:00 a.m. at the Watsonville City Council Chambers, 215 Union St., Watsonville, CA.

**ATTENDEES**

John Presleigh  
Cliff Walters  
Les White  
Jennifer Calate

County DPW  
Sierra Railroad  
SCMTD  
Caltrans

Respectfully submitted,

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Yesenia Parra, Staff

5-13.28

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH SHAW/YODER, INC. FOR STATE LEGISLATIVE SERVICES.**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Shaw/Yoder, Inc. for State Legislative Services in an amount not to exceed \$30,000.**

## II. SUMMARY OF ISSUES

- The District has a contract with Shaw/Yoder, Inc. for the State Legislative Services.
- The Board of Directors approved the current contract on December 16, 2005 for a term of one year with four options for renewal for one-year each.
- Shaw/Yoder, Inc. has effectively represented the District in Sacramento over the course of the past year and therefore, a contract extension is recommended.

## III. DISCUSSION

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

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

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

5-14.1

**IV. FINANCIAL CONSIDERATIONS**

Funds are included in the 2007-08 budget necessary to support this contract.

**V. ATTACHMENTS**

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

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

5-14.2



SHAW/YODER, *inc*  
LEGISLATIVE ADVOCACY  
ASSOCIATION MANAGEMENT

November 5, 2007

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

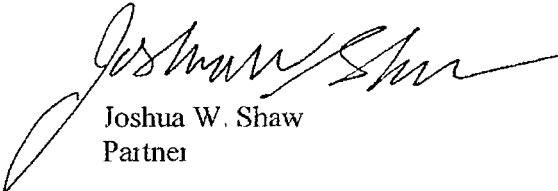
Re: District Contract No 05-08 for State Legislative Services

Dear Mr. Longnecker:

I received your correspondence of October 29<sup>th</sup>, offering a second amendment to the contract between METRO and my firm for State Legislative Services. On behalf of Shaw / Yoder, Inc , we would be pleased to enter into a second one-year extension of the original contract, for the period from January 1, 2008 to December 31, 2008. We are satisfied with all current terms and conditions, and propose no changes

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

Sincerely,



Joshua W. Shaw  
Partner

Cc: Leslie R. White, General Manager, METRO  
Paul J Yoder, Partner, SYI  
Joan Lancieri, Controller, SYI

TEL: 916 446 4656  
FAX: 916 446 4318  
1415 L STREET SUITE 200  
SACRAMENTO. CA 95814

5-14.a1

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

This Second Amendment to Contract No. 05-08 for State Legislative Services is made effective January 1, 2008 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Shaw/Yoder, Inc. ("Contractor").

**I. RECITALS**

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

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

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through December 31, 2008. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

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

**IV. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

5-14.61

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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Leslie R. White  
General Manager

CONTRACTOR  
SHAW/YODER, INC.

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

Approved as to Form:

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Margaret R. Gallagher  
District Counsel

5-14.62



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Frank L. Cheng, Project Manager

**SUBJECT: CONSIDERATION OF CONFIRMING A CONSTRUCTION CHANGE ORDER FOR WEST BAY BUILDERS IN THE AMOUNT OF \$45,000 FOR PRIMARY ELECTRICAL SERVICE AND TELECOM PROVISIONS FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT**

## I. RECOMMENDED ACTION

**That the Board of Directors accept and file the Construction Change Order for West Bay Builders in the amount of \$45,000 for primary electrical service and telecom provisions for the Maintenance Building component of the MetroBase Project.**

## II. SUMMARY OF ISSUES

- On September 5, 2007, West Bay Builders submitted an Request for Quotation (RFQ) which provided for primary electrical service to building per PG&E routing sketch and requirements, and telecom provisions.
- On October 1, 2007, Field Directive #9 was issued at the agreed price of \$45,000.

## III. DISCUSSION

On September 5, 2007, West Bay Builders submitted an Request for Quotation (RFQ) which provided for primary electrical service to building per PG&E routing sketch and requirements, and telecom provisions. Currently PG&E restructuring is still affecting multiple projects and the turn around times for final drawings for these projects. METRO was able to receive sketches from PG&E representative. These sketches show the scope of work and are the ones sent to PG&E estimators whom provide final documentation and drawings. By choosing to have West Bay Builders complete the work on the primary electrical, any delays that would have occurred by waiting on final documentation by PG&E would have impacted the project with time and money.

After several communications between Harris & Associates and West Bay Builders, an agreed price for the primary electrical service and telecom provisions was given in the amount of \$45,000. On October 1, 2007, Field Directive #9 was issued at the agreed price of \$45,000. This amount is within METRO staff authority.

5-15.1

**IV. FINANCIAL CONSIDERATIONS**

Funds for the construction of the Maintenance Building Component of the MetroBase Project are available within the funds the METRO has secured for the Project.

**V. ATTACHMENTS**

NONE

5-15.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 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**

Beverly A. Edwards, Bus Operator

**FIFTEEN YEARS**

None

**TWENTY YEARS**

Domingo L. Tovar, Bus Operator

**TWENTY-FIVE YEARS**

Glenn A. Lynch, Bus Operator

**THIRTY YEARS**

None

6.a.1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager

**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JUNE 2007;  
DESIGNATION OF NET EXCESS REVENUE IN THE AMOUNT OF:  
- \$ 261,411 - CARRYOVER INTO THE FY08 BUDGET  
- \$ 178,440 - CARRYOVER BUS OPERATOR WAGE ADJUSTMENT  
- \$ (197,229) - LIABILITY INSURANCE RESERVES  
- \$ 66,364 - WORKERS' COMPENSATION RESERVES  
- \$ 2,625,000 -- CASH FLOW RESERVES  
AND THE REMAINDER OF EXCESS REVENUE, IF ANY, FOR  
ALLOCATION TO CAPITAL RESERVES; AND ADOPTION OF  
SCHEDULE OF RESERVE ACCOUNTS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors designate \$261,411 from net excess revenue for carryover into the FY08 budget, designate \$178,440 from net excess revenue as carryover for Bus Operator wage adjustments, designate additions and reductions to fund and establish a new minimum level of reserves from net excess revenue for Liability Insurance in the amount of \$ (197,229), for Workers' Compensation reserves in the amount of \$66,364, for Cash flow Reserves in the amount of \$2,625,000; and designate the remainder of available net excess revenue, if any, for allocation to the Capital Reserves; and adopt the attached schedule of reserve accounts.**

## II. SUMMARY OF ISSUES

- The attached preliminary monthly revenue and expense report represents the status of the District's FY07 revised budget, as of June 30, 2007, the end of the fiscal year. The numbers in the report are preliminary, since all accounting adjustments have not yet been completed via the final audit.
- **Operating Revenue** for the year (preliminary) totaled \$36,874,873 or \$294,873 (1 %) over the amount of revenue expected during the fiscal year based on the revised budget.
- **Operating Expenses** for the year (preliminary) totaled \$32,557,613 or 89% of the budget.
- **Capital Improvement Program** for the year (preliminary) was \$12,574,358 or 27% of the Capital budget.
- The amount of revenue received exceeds total expenses by \$4,317,260 in this preliminary report. Of this, \$261,411 will be needed for **Carryover into the FY08**

**Budget.** Since the carryover from FY07 in the amount of \$649,817 was not required to balance, this is available for allocation to fund the FY08 carryover, for a total FY08 carryover of \$911,228 (preliminary). See Attachment B.

- **Liability Insurance** costs are anticipated to decrease in FY08 due to reduced outstanding cases. Staff recommends \$750,000 as a minimum level of reserve for FY08 which is a decrease of \$197,229 from FY07.
- **Workers' Compensation** plan claims have been significantly lower. We received a Workers' Comp IBNR adjustment down of \$2,375,914. Staff recommends that we fund this reserve with \$66,364, which will bring this account within 59% of fully funding the recommended minimum reserve balance of \$3,651,291.
- In accordance with a formula in the UTU Fixed Route labor agreement, if sales tax revenue for the fiscal year exceeds a specified cap, there will be a pay adjustment for Fixed-Route Bus Operators effective September 2007. Since sales tax revenue did exceed the cap, \$256,137 of sales tax funds will be needed to fund the 3.07% **Bus Operator Wage Adjustment** in FY08. \$77,697 was already designated from FY07 carryover and an additional \$178,440 will be needed from the remaining carryover from FY07.
- In the event of a fiscal or catastrophic event, the current reserve amounts are inadequate for **Cash Flow Reserves**. It is recommended that these reserve accounts be funded for 2 months to alleviate any business or service interruption to METRO. The Government Finance Officers Association (GFOA) commonly cites the cash flow reserve standard as three month's of operating expenditures. The current level of reserves was set over 10 years ago when the budget was \$23,700,000 (FY97).
- Staff recommends that any excess revenue be allocated to capital reserves, in accordance with the schedule of reserve accounts (Attachment B).
- Although several accounting adjustments are still required in preparation for the final audit, the amount required for carryover will be available. The final reserve balances will be reported in the audited financial statements for the fiscal year. If the schedule of reserve accounts changes significantly following all audit adjustments, it will be brought back to the Board.

### 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 preliminary status of the District's FY07 budget as of June 30, 2007.

The fiscal year has elapsed **100%**.

**A. Operating Revenues**

Operating revenue is \$294,873 or 1% over the amount expected to be received for the fiscal year, based on the revised budget adopted by the Board in April. Operating revenue variances are discussed in the attached notes to the report.

Passenger fares are \$172,666 or 5% under budget for the year and special transit fares are \$385,056 or 16% under budget.

Paratransit fare revenue is \$10,900 or 5% under the amount expected to be received for the year. Paratransit fares are under budget only because the number of trips taken did not meet projections.

Because actual operating revenues exceeded operating expenses, funds do not need to be transferred from reserves or FY06 carryover to meet expenses

**B. Operating Expenses**

Total preliminary operating expenses are at 89% of the revised budget for the year. There are no significant departmental budget overruns due to day-to-day operations. All variances are explained in the attached notes. Total expenses are within the budgeted amount for the year. Some auditing adjustments are yet to be entered which may change expenses.

**C. Capital Improvement Program**

Preliminary expenses for the capital improvement program total \$12,574,358 for the year. Several of the capital projects will be carried over to FY08. \$10,862,388 was spent on the Metrobase project. Metrobase was funded primarily with State Transit Assistance (STA) funds designated/restricted from prior years, federal capital grants, and district reserves that were the result of lawsuit, Federal Emergency Management Agency (FEMA), and Office of Emergency Services (OES) proceeds. All STA funds received in FY07 are designated/restricted for the purchase and renovation of 110 Vernon.

**D. Allocation to Reserves**

In years past, the Board of Directors has designated excess sales tax revenue at year-end for various reserves and carryovers. Based on preliminary year-end figures, it appears that there will be excess sales tax revenues in FY07 since expenses came in under budget and sales tax revenue exceeded expectations.

The amount of revenue received exceeds total expenses by \$4,317,260 in this preliminary report. Of this, \$261,411 will be needed for **Carryover into the FY08 Budget**. Since the carryover from FY07 in the amount of \$649,817 was not required to balance, this is available for allocation to fund the FY08 carryover, for a total FY08 carryover of \$911,228 (preliminary). See Attachment B.

**Liability Insurance** costs are anticipated to decrease in FY08 due to reduced outstanding cases. Staff recommends \$750,000 as a minimum level of reserve for FY08 which is a decrease of \$197,229 from FY07. We are aware that the cases are going down but the \$ values of the cases are increasing. We will revisit this trend on a yearly basis and recommend accordingly as we see the trends change.

**Workers' Compensation** plan claims have been significantly lower. We received a Workers' Comp Incurred But Not Reported (IBNR) adjustment down of \$2,375,914. Staff recommends that we fund this reserve with \$66,364, which will bring this account within 59% of fully funding the recommended minimum balance of \$3,651,291. Every three years, an actuarial valuation and review is performed by Bickmore Risk Services. Based on that review and lower claims over the last 3 years, we are recommending a reduction of the minimum reserve balance.

In accordance with a formula in the UTU Fixed Route labor agreement, if sales tax revenue for the fiscal year exceeds a specified cap, there will be a pay adjustment for Fixed-Route Bus Operators effective September 2007. Since sales tax revenue did exceed the cap, \$256,137 of sales tax funds will be needed to fund the 3.07% **Bus Operator Wage Adjustment** in FY08. \$77,697 was already designated from FY07 carryover and an additional \$178,440 will be needed from the remaining carryover from FY07. This contract is due to be renegotiated during FY08. Reasonable increases are budgeted in outgoing years.

In the event of a fiscal or catastrophic event, the current reserve amounts are inadequate for **Cash Flow Reserves**. It is recommended that these reserve accounts be funded for 2 months to alleviate any business or service interruption to METRO. The Government Finance Officers Association (GFOA) commonly cites the cash flow reserve standard as three month's of operating expenditures. Early on in the Districts history, reserves were set-aside for Cash Flow. Over the years, as METRO has grown and experienced financial hardship, these reserves have diminished as real dollars and have never been replaced. To make METRO fiscally sound, staff recommends that the cash flow reserve accounts be increased to accommodate 2 months of cash flow needs.

Staff recommends that any excess revenue be allocated to capital reserves, in accordance with the schedule of reserve accounts (Attachment B) to contribute towards fully funding METRO's capital requests.

Staff proposes that funds be allocated to the reserve accounts in accordance with the schedule of reserve accounts (Attachment B). Since the final accounting adjustments have not yet been completed, the final amounts for the reserves may change slightly, in particular, the capital reserve. The final amounts will be available upon completion of the financial audit later this calendar year.



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

Based on the preliminary numbers, FY07 revenues exceed expenses by approximately \$4,317,260 and should allow for the required carryover to FY08. Staff recommends that monies be retired to the operating reserves to keep METRO fiscally sound and moving confidently forward into the future. Funding the Liability Insurance, Workers Compensation, Cash Flow, and Capital reserves will keep METRO in an unassailable position to make good fiscal decisions in the coming years.

#### **V. ATTACHMENTS**

- Attachment A:** Revenue and Expense Report for June
- Attachment B:** Schedule of Reserve Accounts
- Attachment C:** Budget Transfers

**FY07**  
**MONTHLY REVENUE AND EXPENSE REPORT**  
**OPERATING REVENUE**  
**June 2007**

**Attachment A**

Operating Revenue	FY07 Monthly			FY06 YTD Actual	FY07 YTD			% Var	Notes
	Budget	Actual	Variance		Budget	Actual	\$ Var		
Passenger Fares	\$ 303,506	\$ 290,575	\$ (12,931)	\$ 2,995,665	\$ 3,578,745	\$ 3,406,079	\$ (172,666)	-5%	
Paratransit Fares	\$ 20,597	\$ 20,437	\$ (160)	\$ 223,860	\$ 240,000	\$ 229,100	\$ (10,900)	-5%	
Special Transit Fares	\$ 248,156	\$ 305,674	\$ 57,518	\$ 2,029,724	\$ 2,488,779	\$ 2,837,936	\$ 349,157	14%	
Highway 17 Revenue	\$ 97,614	\$ 101,010	\$ 3,396	\$ 1,034,340	\$ 1,130,475	\$ 1,257,385	\$ 126,910	11%	
<i>Subtotal Passenger Rev</i>	\$ 669,873	\$ 717,697	\$ 47,824	\$ 6,283,590	\$ 7,437,999	\$ 7,730,499	\$ 292,500	4%	1
Advertising Income	\$ 10,000	\$ 43,147	\$ 33,147	\$ 103,560	\$ 120,000	\$ 243,273	\$ 123,273	103%	2
Commissions	\$ 500	\$ 407	\$ (93)	\$ 5,340	\$ 6,000	\$ 5,695	\$ (305)	-5%	
Rent Income	\$ 11,391	\$ 11,520	\$ 129	\$ 181,806	\$ 136,689	\$ 141,379	\$ 4,690	3%	
Interest - General Fund	\$ 84,932	\$ 99,972	\$ 15,040	\$ 1,035,564	\$ 1,260,000	\$ 1,327,929	\$ 67,929	5%	3
Non-Transportation Rev	\$ 29,708	\$ (48,421)	\$ (78,130)	\$ 325,462	\$ 356,500	\$ 269,279	\$ (87,221)	-24%	4
Sales Tax Income	\$ 1,539,294	\$ 1,988,377	\$ 449,083	\$ 16,583,132	\$ 16,945,983	\$ 17,652,773	\$ 706,790	4%	
TDA Funds	\$ -	\$ 1,541,459	\$ 1,541,459	\$ 5,740,612	\$ 6,165,834	\$ 6,165,834	\$ -	0%	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ -	\$ 3,021,556	\$ 3,060,496	\$ 3,130,226	\$ 69,730	0%	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ -	\$ 65,475	\$ 168,582	\$ 168,582	\$ -	0%	
AMBAG	\$ 15,000	\$ 39,404	\$ 24,404	\$ -	\$ 15,000	\$ 39,404	\$ 24,404	163%	5
FY 05-06 Carryover	\$ -	\$ -	\$ -	\$ -	\$ 649,817	\$ -	\$ (649,817)	0%	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ (150,000)	0%	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ 107,100	\$ -	\$ (107,100)	0%	
<b>Total Operating Revenue</b>	<b>\$ 2,360,698</b>	<b>\$ 4,393,561</b>	<b>\$ 2,032,863</b>	<b>\$ 33,346,097</b>	<b>\$ 36,580,000</b>	<b>\$ 36,874,873</b>	<b>\$ 294,873</b>	<b>1%</b>	

\$ -

**NOTES:**

- 1) **Passenger Revenue Income** (fare box and pass sales) is \$293K or 4% over the budgeted amount for the year. Passenger Fares are \$173K or 5% under budget due to lower general ridership. Paratransit fares are \$11K or 5% under the budgeted amount due to fewer trips. Special Transit Fares (contracts) are \$349K or 14% over the budgeted amount due to additional revenue from UCSC, Cabrillo and Special Shuttles through out the year. Highway 17 Express Revenue is \$127K or 11% over the year to date budgeted amount due to increased ridership.
- 2) **Advertising Income** is \$123K or 103% over the budgeted amount for the fiscal year based on current advertising levels on the exterior of District buses.
- 3) **Interest Income** is \$68K or 5% over budget for the fiscal year due to higher interest rates than projected in the County investment pool.
- 4) **Non-Transportation Revenue** is \$87K or 24% under budget for the fiscal year due to less PERS reimbursement from the UTU FR contract requirement than anticipated.
- 5) **AMBAG Income** is \$24K or 163% over budget for the fiscal year due to an unbudgeted grant we received.

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**FY07**  
**MONTHLY REVENUE AND EXPENSE REPORT**  
**DEPARTMENTAL OPERATING EXPENSE**  
June 2007

Operating Expense	FY06	FY 07		YTD Actual	Actual % to Budget	Notes
	YTD Actual	Final Budget	Revised Budget			
<b>PERSONNEL ACCOUNTS</b>						
Administration	\$ 759,147	\$ 966,287	\$ 976,522	\$ 875,106	90%	
Finance	\$ 1,102,735	\$ 572,352	\$ 551,287	\$ 476,566	86%	
Customer Service	\$ 383,195	\$ 482,804	\$ 485,475	\$ 385,844	79%	
Human Resources	\$ 357,017	\$ 468,664	\$ 460,775	\$ 407,362	88%	
Information Technology	\$ 446,945	\$ 466,252	\$ 465,975	\$ 454,849	98%	
District Counsel	\$ 395,779	\$ 404,446	\$ 406,651	\$ 395,226	97%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0%	
Facilities Maintenance	\$ 851,511	\$ 946,857	\$ 896,331	\$ 842,971	94%	
Paratransit Program	\$ 2,523,820	\$ 2,913,145	\$ 2,912,145	\$ 2,604,059	89%	
Operations	\$ 1,806,240	\$ 2,010,685	\$ 2,117,907	\$ 1,977,337	93%	
Bus Operators	\$ 11,363,807	\$ 13,634,430	\$ 13,694,927	\$ 12,013,844	88%	
Fleet Maintenance	\$ 3,572,566	\$ 3,928,485	\$ 3,928,484	\$ 3,561,437	91%	
COBRA Benefits	\$ -	\$ -	\$ 5,000	\$ -	0%	
Retired Employees/COBRA	\$ 1,096,298	\$ 1,251,291	\$ 1,369,822	\$ 1,359,311	99%	
SCCIC/COPS	\$ -	\$ -	\$ -	\$ -	0%	
<b>Total Personnel</b>	<b>\$ 24,659,059</b>	<b>\$ 28,045,699</b>	<b>\$ 28,271,302</b>	<b>\$ 25,353,910</b>	<b>90%</b>	
<b>NON-PERSONNEL ACCOUNTS</b>						
Administration	\$ 667,853	\$ 706,589	\$ 727,121	\$ 719,893	99%	
Finance	\$ 782,134	\$ 937,123	\$ 931,658	\$ 812,249	87%	
Customer Service	\$ 78,297	\$ 112,469	\$ 112,645	\$ 76,173	68%	
Human Resources	\$ 60,559	\$ 61,733	\$ 94,495	\$ 88,635	94%	
Information Technology	\$ 143,729	\$ 138,140	\$ 213,067	\$ 145,097	68%	
District Counsel	\$ 31,558	\$ 17,943	\$ 22,876	\$ 18,032	79%	
Risk Management	\$ 194,254	\$ 245,027	\$ 245,027	\$ 52,872	22%	
Facilities Maintenance	\$ 338,920	\$ 378,572	\$ 429,098	\$ 411,910	96%	
Paratransit Program	\$ 576,885	\$ 732,898	\$ 735,048	\$ 565,794	77%	
Operations	\$ 601,668	\$ 619,922	\$ 618,579	\$ 561,559	91%	
Bus Operators	\$ 4,405	\$ 5,000	\$ 6,200	\$ 5,450	88%	
Fleet Maintenance	\$ 3,106,751	\$ 3,958,386	\$ 4,172,387	\$ 3,745,757	90%	
COBRA Benefits	\$ -	\$ -	\$ -	\$ -	0%	
Retired Employees/COBRA	\$ -	\$ -	\$ -	\$ -	0%	
SCCIC/COPS	\$ 500	\$ 500	\$ 500	\$ 280	56%	
<b>Total Non-Personnel</b>	<b>\$ 6,587,516</b>	<b>\$ 7,914,301</b>	<b>\$ 8,308,700</b>	<b>\$ 7,203,701</b>	<b>87%</b>	
<b>Total Operating Expense</b>	<b>\$ 31,246,573</b>	<b>\$ 35,960,000</b>	<b>\$ 36,580,000</b>	<b>\$ 32,557,613</b>	<b>89%</b>	

YTD Operating Revenue - \$ 36,874,873

YTD Operating Revenue vs. YTD Operating Expense - \$ 4,317,260

**NOTES:**

**FY07**  
**MONTHLY REVENUE AND EXPENSE REPORT**  
**CONSOLIDATED OPERATING EXPENSE**  
June 2007

	FY06	FY07			Actual % to Budget	Notes
	YTD Actual	Final Budget	Revised Budget	YTD Actual		
<b>LABOR</b>						
Operators Wages	\$ 6,453,163	\$ 8,548,386	\$ 8,178,847	\$ 7,260,939	89%	
Operators Overtime	\$ 1,541,000	\$ 1,359,914	\$ 1,439,564	\$ 1,264,259	88%	
Other Salaries & Wages	\$ 4,979,939	\$ 6,048,264	\$ 5,896,557	\$ 5,521,525	94%	
Other Overtime	\$ 251,415	\$ 246,200	\$ 298,224	\$ 263,222	88%	
	<b>\$ 13,225,517</b>	<b>\$ 16,202,764</b>	<b>\$ 15,813,192</b>	<b>\$ 14,309,945</b>	<b>90%</b>	
<b>FRINGE BENEFITS</b>						
Medicare/Soc Sec	\$ 167,262	\$ 245,815	\$ 248,908	\$ 201,850	81%	
PERS Retirement	\$ 1,800,967	\$ 2,078,184	\$ 2,069,271	\$ 1,791,125	87%	
Medical Insurance	\$ 3,611,343	\$ 3,876,236	\$ 4,261,204	\$ 4,124,364	97%	
Dental Plan	\$ 463,477	\$ 481,836	\$ 492,575	\$ 446,854	91%	
Vision Insurance	\$ 134,612	\$ 153,182	\$ 153,035	\$ 127,982	84%	
Life Insurance	\$ 43,088	\$ 46,691	\$ 51,675	\$ 51,146	99%	
State Disability Ins	\$ 175,968	\$ 349,704	\$ 349,104	\$ 144,352	41%	
Long Term Disability Ins	\$ 177,498	\$ 201,006	\$ 191,700	\$ 188,433	98%	
Unemployment Insurance	\$ 55,570	\$ 91,645	\$ 90,833	\$ 50,089	55%	
Workers Comp	\$ 1,587,745	\$ 1,396,681	\$ 1,241,980	\$ 820,125	66%	
Absence w/ Pay	\$ 3,152,479	\$ 2,832,656	\$ 3,180,659	\$ 2,980,676	94%	
Other Fringe Benefits	\$ 63,533	\$ 89,301	\$ 127,164	\$ 116,968	92%	
	<b>\$ 11,433,542</b>	<b>\$ 11,842,935</b>	<b>\$ 12,458,108</b>	<b>\$ 11,043,965</b>	<b>89%</b>	
<b>SERVICES</b>						
Acctng/Admin/Bank Fees	\$ 259,856	\$ 326,850	\$ 263,315	\$ 228,494	87%	
Prof/Legis/Legal Services	\$ 362,294	\$ 407,172	\$ 401,545	\$ 334,295	83%	
Temporary Help	\$ 72,962	\$ -	\$ 70,973	\$ 64,768	91%	
Custodial Services	\$ 64,613	\$ 71,300	\$ 65,151	\$ 65,150	100%	
Uniforms & Laundry	\$ 35,650	\$ 39,780	\$ 47,280	\$ 44,416	94%	
Security Services	\$ 435,724	\$ 431,000	\$ 420,261	\$ 392,183	93%	
Outside Repair - Bldgs/Eqmt	\$ 146,174	\$ 223,551	\$ 217,388	\$ 206,240	95%	
Outside Repair - Vehicles	\$ 186,992	\$ 336,051	\$ 313,100	\$ 192,474	61%	
Waste Disp/Ads/Other	\$ 66,536	\$ 81,575	\$ 76,559	\$ 65,819	86%	
	<b>\$ 1,630,803</b>	<b>\$ 1,917,279</b>	<b>\$ 1,875,572</b>	<b>\$ 1,593,840</b>	<b>85%</b>	
<b>CONTRACT TRANSPORTATION</b>						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0%	
Paratransit Service	\$ 142,892	\$ 200,000	\$ 200,483	\$ 200,482	100%	
	<b>\$ 142,892</b>	<b>\$ 200,000</b>	<b>\$ 200,483</b>	<b>\$ 200,482</b>	<b>100%</b>	
<b>MOBILE MATERIALS</b>						
Fuels & Lubricants	\$ 1,923,832	\$ 2,745,595	\$ 2,547,663	\$ 2,223,764	87%	
Tires & Tubes	\$ 159,324	\$ 201,000	\$ 200,071	\$ 187,683	94%	
Other Mobile Supplies	\$ 9,803	\$ 7,500	\$ 7,581	\$ 7,580	100%	
Revenue Vehicle Parts	\$ 547,291	\$ 365,000	\$ 761,587	\$ 695,062	91%	
	<b>\$ 2,640,250</b>	<b>\$ 3,319,095</b>	<b>\$ 3,516,902</b>	<b>\$ 3,114,089</b>	<b>89%</b>	

**FY07**  
**MONTHLY REVENUE AND EXPENSE REPORT**  
**CONSOLIDATED OPERATING EXPENSE**  
June 2007

	FY06		FY07		Actual % to Budget	Notes
	YTD Actual	Final Budget	Revised Budget	YTD Actual		
<b>OTHER MATERIALS</b>						
Postage & Mailing/Freight	\$ 14,563	\$ 26,550	\$ 25,387	\$ 17,463	69%	
Printing	\$ 83,665	\$ 85,610	\$ 83,077	\$ 59,927	72%	
Office/Computer Supplies	\$ 72,860	\$ 65,400	\$ 103,026	\$ 87,797	85%	
Safety Supplies	\$ 8,889	\$ 16,375	\$ 19,878	\$ 19,166	96%	
Cleaning Supplies	\$ 44,735	\$ 47,650	\$ 49,626	\$ 46,344	93%	
Repair/Maint Supplies	\$ 36,265	\$ 40,000	\$ 62,316	\$ 62,314	100%	
Parts, Non-Inventory	\$ 40,908	\$ 40,500	\$ 42,438	\$ 33,133	78%	
Small Tools	\$ 7,239	\$ 12,100	\$ 11,583	\$ 9,167	79%	
Promo/Photo Supplies	\$ 4,718	\$ 8,805	\$ 9,552	\$ 6,171	65%	
	<b>\$ 313,842</b>	<b>\$ 342,990</b>	<b>\$ 406,883</b>	<b>\$ 341,482</b>	<b>84%</b>	
<b>UTILITIES</b>	<b>\$ 321,561</b>	<b>\$ 368,574</b>	<b>\$ 397,313</b>	<b>\$ 354,487</b>	<b>89%</b>	
<b>CASUALTY &amp; LIABILITY</b>						
Insurance - Prop/PL & PD	\$ 512,346	\$ 605,188	\$ 605,188	\$ 526,499	87%	
Settlement Costs	\$ 152,779	\$ 150,000	\$ 150,200	\$ 21,239	14%	
Repairs to Prop	\$ (28,253)	\$ -	\$ -	\$ -	0%	
	<b>\$ 636,872</b>	<b>\$ 755,188</b>	<b>\$ 755,388</b>	<b>\$ 547,738</b>	<b>73%</b>	
<b>TAXES</b>	<b>\$ 36,287</b>	<b>\$ 46,761</b>	<b>\$ 45,842</b>	<b>\$ 41,038</b>	<b>90%</b>	
<b>MISC EXPENSES</b>						
Dues & Subscriptions	\$ 52,564	\$ 56,870	\$ 95,732	\$ 94,391	99%	
Advertising - Revenue Prod.	\$ 7,677	\$ 15,000	\$ 7,337	\$ -	0%	
Employee Incentive Program	\$ 4,367	\$ 5,107	\$ 4,607	\$ 2,860	62%	
Training	\$ 4,163	\$ 9,600	\$ 90,902	\$ 30,382	33%	
Travel	\$ 15,433	\$ 27,170	\$ 30,704	\$ 21,095	69%	
Other Misc Expenses	\$ 3,365	\$ 18,533	\$ 20,202	\$ 16,102	80%	
	<b>\$ 87,569</b>	<b>\$ 132,280</b>	<b>\$ 249,484</b>	<b>\$ 164,830</b>	<b>66%</b>	
<b>OTHER EXPENSES</b>						
Leases & Rentals	\$ 712,500	\$ 832,134	\$ 860,839	\$ 845,715	98%	
	<b>\$ 777,440</b>	<b>\$ 832,134</b>	<b>\$ 860,839</b>	<b>\$ 845,715</b>	<b>98%</b>	
<b>Total Operating Expense</b>	<b>\$ 31,246,573</b>	<b>\$ 35,960,000</b>	<b>\$ 36,580,000</b>	<b>\$ 32,557,613</b>	<b>89%</b>	

**NOTES:**

**FY07**  
**MONTHLY REVENUE AND EXPENSE REPORT**  
**CAPITAL IMPROVEMENT PROGRAM**  
**June 2007**

	Final Budget	Monthly Actual	YTD Actual	Actual % to Budget	Notes
<b><u>CAPITAL PROJECTS</u></b>					
<b><u>Grant Funded Projects</u></b>					
MetroBase	\$ 29,622,709	\$ 1,461,816	\$ 10,862,388	37%	
CNG Bus Conversions	\$ 6,800,000	\$ -	\$ -	0%	
Revenue Vehicle Replacement	\$ 920,000	\$ -	\$ 852,217	93%	
Short Range Transit Plan	\$ 100,000	\$ -	\$ -	0%	
Bike Rack Project	\$ 90,000	\$ 1,051	\$ 84,144	93%	
	<b>\$ 37,532,709</b>	<b>\$ 1,462,867</b>	<b>\$ 11,798,750</b>	<b>31%</b>	
<b><u>District Funded Projects</u></b>					
Purchase & Renovation of Vernon	\$ 7,100,000	\$ 121,768	\$ 235,098	3%	
Non-Revenue Vehicle Replacement	\$ 340,000	\$ 98,416	\$ 254,834	75%	
Bus Stop Imprvmts/Bus Shelter Projects	\$ 310,000	\$ 606	\$ 15,972	5%	
Revenue Vehicle Replacement (3 ParaCruz Vans)	\$ 192,000	\$ -	\$ -	0%	
Rebuild Low Floor Buses (8)	\$ 106,000	\$ -	\$ -	0%	
Facilities Repairs & Improvements	\$ 113,500	\$ 13,991	\$ 90,231	79%	
Rebuild Bus Engines (4)	\$ 118,000	\$ 40,983	\$ 117,480	100%	
Mobile Sweeper & Trailer	\$ 45,000	\$ -	\$ -	0%	
IT Projects	\$ 40,700	\$ 5,452	\$ 40,103	99%	
Office Equipment	\$ 17,500	\$ -	\$ 17,196	98%	
Mt. Biewlaski Repeater	\$ 15,000	\$ -	\$ -	0%	
Diagnostic Reader/Fleet	\$ 3,000	\$ -	\$ 2,334	78%	
Noise Meter	\$ 2,400	\$ -	\$ 2,361	98%	
	<b>\$ 8,403,100</b>	<b>\$ 281,215</b>	<b>\$ 775,608</b>	<b>9%</b>	
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 45,935,809</b>	<b>\$ 1,744,082</b>	<b>\$ 12,574,358</b>	<b>27%</b>	
<b><u>CAPITAL FUNDING</u></b>					
Federal Capital Grants	\$ 9,230,246		\$ 2,971,329	32%	
State/Local Capital Grants	\$ 14,381,000		\$ 1,218,835	8%	
STA Funding	\$ 4,720,782		\$ 3,989,034	84%	
Bus Stop Improvement Reserves	\$ 310,000		\$ -	0%	
District Reserves	\$ 17,293,781		\$ 4,395,160	25%	
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 45,935,809</b>	<b>\$ -</b>	<b>\$ 12,574,358</b>	<b>27%</b>	

**NOTES:**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SCHEDULE OF RESERVE ACCOUNTS  
JUNE 30, 2007**

	Board Adopted Minimum Balance	Proposed Minimum Balance	Reason	Balance at 6/30/06	Proposed Addition/ (Withdrawal)	Proposed Balance at 6/30/07	Comments:
Bus Stop Improvement Reserve	\$ 400,000	\$ 400,000	To provide a dedicated source of funding for ADA improvements at bus stops	\$ 400,000	\$ -	\$ 400,000	
Alternative Fuel Conversion Fund	\$ 2,772,000	\$ -	Board-approved program of allocating \$462,000 per year for six years to convert buses to CNG	\$ 462,000	\$ -	\$ 462,000	Funds will be used to offset the purchase of 8 Local and 5 Highway 17 Bus replacements in FY08
Capital Funding Reserve	\$ 13,969,000 *	\$ 13,969,000	To cover District's share of capital project costs in the District's five year plan, plus MetroBase	\$ 13,250,790	\$ 1,000,000	\$ 14,250,790	
Cash Flow Reserve	\$ 2,600,000	\$ 5,225,000	To cover two month's cash flow for fiscal or natural disaster or emergency	\$ 2,600,000	\$ 2,625,000	\$ 5,225,000	
Workers Compensation Reserve	\$ 4,409,775	\$ 3,651,291	Long term portion of workers compensation liability per 6/30/07 audit	\$ 2,075,940	\$ 66,364	\$ 2,142,304	Adjustment per 6/30/07 actuarial review - 59% funded
Liability Insurance Reserve	\$ 750,000	\$ 750,000	\$250,000 SIR plus estimated liability on outstanding cases	\$ 947,229	\$ (197,229)	\$ 750,000	
	<b>\$ 24,900,775</b>	<b>\$ 23,995,291</b>					
Sales Tax Carryover from Previous Year	N/A	N/A	Excess sales tax revenue to support operating expenses in subsequent year	\$ 649,817	\$ 261,411	\$ 911,228	
Carryover for Sales Tax-Based UTU Wage Adjustment	N/A	N/A	Excess sales tax revenue designated for UTU wage adjustment per MOU	\$ 77,697	\$ 178,440	\$ 256,137	
* Estimate				<b>\$ 20,463,473</b>	<b>\$ 3,933,986</b>	<b>\$ 24,397,459</b>	

7.61

Attachment B

## FY 07 BUDGET TRANSFERS June 1-30, 2007

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<b>TRANSFER # 07-026</b>			
TRANSFER FROM:	503012-1200	Admin/Bank Fees	\$ (44,923)
	502109-1200	Sick Leave	\$ (5,000)
			<u>\$ (49,923)</u>
TRANSFER TO:	504311-1200	Office Supplies	\$ 359
	509011-1200	Dues & Subscriptions	\$ 486
	503031-1200	Professional/Technical Fees	\$ 300
	502011-1200	Medicare/Soc. Sec.	\$ 2,530
	502111-1200	Vacation Pay	\$ 8,759
	502999-1200	Other Fringe Benefits	\$ 584
	501021-1200	Salaries & Wages	\$ 10,641
	501023-1200	Other Overtime	\$ 733
	502031-9005	Medical Insurance	\$ 20,531
	502031-9001	Medical Insurance	\$ 5,000
			<u>\$ 49,923</u>

REASON: Transfer available funds to cover budget overruns for year-end in Finance.

<b>TRANSFER # 07-027</b>			
TRANSFER FROM:	509123-1700	Employee Travel	\$ (453)
	501021-1700	Salaries & Wages	\$ (27,515)
	509123-1700	Travel	\$ (823)
			<u>\$ (28,791)</u>
TRANSFER TO:	509011-1700	Dues & Subscriptions	\$ 453
	502011-1700	Medicare/Soc. Sec.	\$ 284
	502051-1700	Life Insurance	\$ 17
	502061-1700	Disability Insurance	\$ 20
	502101-1700	Holiday Pay	\$ 348
	502109-1700	Sick Leave	\$ 10,785
	502111-1700	Vacation Pay	\$ 4,224
	502121-1700	Other Paid Absence	\$ 11,357
	502999-1700	Other Fringe Benefits	\$ 480
	509011-1700	Dues & Subscriptions	\$ 152
	509121-1700	Employee Training	\$ 671
			<u>\$ 28,791</u>

REASON: Transfer available funds to cover budget overruns for year-end in Legal.

7.c1



ACCOUNT #	ACCOUNT TITLE	AMOUNT
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TRANSFEEF 07-028

TRANSFER FROM:	501021-1100	Salaries & Wages	\$ (85,080)
	503031-1100	Professional/Technical Fees	\$ (40,785)
	509085-1100	Adver-Rev Product	\$ (7,663)
	512061-1100	Equipment Rental	\$ (1,573)

\$ (135,101)

TRANSFER TO:	502111-1100	Vacation Pay	\$ 83,094
	502121-1100	Other Paid Absence	\$ 783
	502999-1100	Other Fringe Benefits	\$ 1,203
	503041-1100	Temporary Help	\$ 2,984
	503222-1100	Legal Ads	\$ 34
	505011-1100	Gas & Electric	\$ 7,663
	509011-1100	Dues & Subscriptions	\$ 37,767
	512011-1100	Facility Lease & Rent	\$ 1,573

\$ 135,101

REASON: Transfer available funds to cover budget overruns for year-end in Administration.

TRANSFEEF 07-029

TRANSFER FROM:	502081-1300	Workers Comp Insurance	\$ (8,129)
	503352-1300	Out Repair-Equipment	\$ (11)

\$ (8,140)

TRANSFER TO:	502011-1300	Medicare/Soc. Sec.	\$ 191
	502031-1300	Medical Insurance	\$ 5,189
	502051-1300	Life Insurance	\$ 119
	502061-1300	Disability Insurance	\$ 626
	502109-1300	Sick Leave	\$ 2,004
	504011-1300	Fuels & Lubricants	\$ 11

\$ 8,140

REASON: Transfer available funds to cover budget overruns for year-end in Customer Service.

TRANSFEEF 07-030

TRANSFER FROM:	501021-1400	Salaries & Wages	\$ (249)
	502081-1400	Workers Comp Insurance	\$ (20,582)
	503034-1400	Pre-Employment Exam	\$ (1,132)
	503221-1400	Classified Advertising	\$ (3,500)
	504215-1400	Printing	\$ (247)

\$ (25,710)

TRANSFER TO:	501023-1400	Other Overtime	\$ 249
	502109-1400	Sick Leave	\$ 3,533
	502111-1400	Vacation Pay	\$ 8,120
	502121-1400	Other Paid Absence	\$ 369
	502999-1400	Other Fringe Benefits	\$ 672
	503031-1400	Professional/Technical Fees	\$ 4,632
	504217-1400	Photo Supply	\$ 247
	509121-1400	Employee Training	\$ 7,888

\$ 25,710

REASON: Transfer available funds to cover budget overruns for year-end in Human Resources.

ACCOUNT #	ACCOUNT TITLE	AMOUNT
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TRANSFEEF 07-031

TRANSFER FROM	501021-1500	Salaries & Wages	\$ (11,893)
	509121-1500	Employee Training	\$ (1,461)
			<u>\$ (13,354)</u>

TRANSFER TO:	502011-1500	Medicare/Soc. Sec.	\$ 267
	502051-1500	Life Insurance	\$ 47
	502103-1500	Floating Holiday	\$ 85
	502109-1500	Sick Leave	\$ 1,240
	502111-1500	Vacation Pay	\$ 9,339
	502999-1500	Other Fringe Benefits	\$ 915
	504311-1500	Office Supplies	\$ 1,457
	509011-1500	Dues & Subscriptions	\$ 4
			<u>\$ 13,354</u>

REASON: Transfer available funds to cover budget overruns for year-end in IT.

TRANSFEEF 07-032

TRANSFER FROM	501021-2200	Salaries & Wages	\$ (34,062)
	502021-2200	Retirement	\$ (345)
	502031-2200	Medical Insurance	\$ (18,668)
	502045-2200	Vision Insurance	\$ (147)
	502060-2200	State Disability	\$ (600)
	502071-2200	State Unemployment Insurance	\$ (812)
	502081-2200	Workers Comp Insurance	\$ (7,576)
	502109-2200	Sick Leave	\$ (7,651)
	503171-2200	Security Services	\$ (96)
	504215-2200	Printing	\$ (211)
	507999-2200	Other Taxes	\$ (5,130)
			<u>\$ (75,298)</u>

TRANSFER TO:	501023-2200	Other Overtime	\$ 5,324
	502011-2200	Medicare/Soc. Sec.	\$ 345
	502051-2200	Life Insurance	\$ 147
	502061-2200	Disability Insurance	\$ 600
	502103-2200	Floating Holiday	\$ 812
	502111-2200	Vacation Pay	\$ 2,403
	502121-2200	Other Paid Absence	\$ 9,704
	503161-2200	Custodial Services	\$ 7,651
	503351-2200	Out Repair-Bldgs & Impr.	\$ 5,173
	503352-2200	Out Repair-Equipment	\$ 96
	503363-2200	Hazardous Waste Disposal	\$ 11,825
	504311-2200	Office Supply	\$ 211
	504315-2200	Safety Supplies	\$ 3,640
	504409-2200	Repairs & Maintenance	\$ 22,237
	507201-2200	Licenses & Permits	\$ 4,845
	512061-2200	Equipment Rental	\$ 285
			<u>\$ 75,298</u>

REASON: Transfer available funds to cover budget overruns for year-end in Facilities Maintenance.

7.c3

ACCOUNT #	ACCOUNT TITLE	AMOUNT	
<u>TRANSFEEF 07-033</u>			
TRANSFER FROM	501011-3100	Operators Salaries & Wages	\$ (93,857)
	502011-3100	Medicare/Soc. Sec.	\$ (288)
	502021-3100	Retirement	\$ (4,446)
	502031-3100	Medical Insurance	\$ (39,384)
	503031-3100	Professional/Technical Fees	\$ (8,519)
	504012-3100	Fuels & Lubricants- Rev Veh	\$ (2,119)
	504205-3100	Freight Out	\$ (765)
	504515-3100	Employee Tools	\$ (79)
	505011-3100	Gas & Electric	\$ (188)
	507201-3100	Licenses & Permits	\$ (483)
			\$ (150,128)
TRANSFER TO:	501013-3100	Overtime-Operators	\$ 79,650
	501021-3100	Salaries & Wages	\$ 14,207
	502051-3100	Life Insurance	\$ 288
	502061-3100	Disability Insurance	\$ 3,221
	502103-3100	Floating Holiday	\$ 1,225
	502111-3100	Vacation Pay	\$ 39,148
	502999-3100	Other Fringe Benefits	\$ 236
	503162-3100	Uniforms & Laundry	\$ 242
	503352-3100	Out Repair-Equipment	\$ 787
	504021-3100	Tires & Tubes	\$ 7,490
	504191-3100	Revenue Vehicle Parts	\$ 2,119
	504211-3100	Postage & Mailing	\$ 765
	504409-3100	Repairs & Maintenance	\$ 79
	505021-3100	Water, Sewer, Garbage	\$ 188
	503406-3100	Contract Transportation PT	\$ 483
			\$ 150,128

REASON: Transfer available funds to cover budget overruns for year-end in ParaTransit.

<u>TRANSFEEF 07-034</u>		
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TRANSFER FROM	501021-3200	Salaries & Wages	\$ (43,218)
	502109-3200	Sick Leave	\$ (29,557)
	503171-3200	Security Services	\$ (61,883)
	512061-3200	Equipment Rental	\$ (4,220)
			\$ (138,878)

TRANSFER TO:	501023-3200	Other Overtime	\$ 43,218
	502011-3200	Medicare/Soc. Sec.	\$ 704
	502051-3200	Life Insurance	\$ 204
	502061-3200	Disability Insurance	\$ 563
	502081-3200	Workers Comp Insurance	\$ 18,723
	502101-3200	Holiday Pay	\$ 1,743
	502103-3200	Floating Holiday	\$ 7,078
	502111-3200	Vacation Pay	\$ 61,833
	502251-3200	Physical Exam Renewals	\$ 132
	502999-3200	Other Fringe Benefits	\$ 410
	503162-3200	Uniforms & Laundry	\$ 50
	512011-3200	Facility Lease & Rent	\$ 4,220
			\$ 138,878

REASON: Transfer available funds to cover budget overruns for year-end in Operations.

7.c4

ACCOUNT #	ACCOUNT TITLE	AMOUNT
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TRANSFEEF 07-035

TRANSFER FROM:	502081-3300	Workers Comp Insurance	\$ (53,256)
			\$ (53,256)
TRANSFER TO:	502041-3300	Dental Plan	\$ 10,739
	502051-3300	Life Insurance	\$ 3,632
	502061-3300	Disability Insurance	\$ 1,304
	502103-3300	Floating Holiday	\$ 1,743
	502111-3300	Vacation Pay	\$ 35,838
			\$ 53,256

REASON: Transfer available funds to cover budget overruns for year-end for Bus Operators.

TRANSFEEF 07-036

TRANSFER FROM:	502011-4100	Medicare/Soc. Sec.	\$ (940)
	502021-4100	Retirement	\$ (4,122)
	502081-4100	Workers Comp Insurance	\$ (83,881)
	503031-4100	Professional/Technical Fees	\$ (2,199)
	503354-4100	Out Repair-Other Vehicles	\$ (26,436)
	504012-4100	Fuels & Lubricants- Rev Veh	\$ (207,739)
	504021-4100	Tires & Tubes	\$ (8,419)
	504205-4100	Freight Out	\$ (712)
	504311-4100	Office Supplies	\$ (1,976)
	504421-4100	Parts & Supplies	\$ (1,983)
	507201-4100	Licenses & Permits	\$ (151)
	509123-4100	Travel	\$ (13)
			\$ (338,571)

TRANSFER TO:	502051-4100	Life Insurance	\$ 530
	502061-4100	Disability Insurance	\$ 3,359
	502103-4100	Floating Holiday	\$ 763
	502111-4100	Vacation Pay	\$ 71,623
	502121-4100	Other Paid Absence	\$ 12,258
	502251-4100	Physical Exam Renewals	\$ 410
	503041-4100	Temporary Help	\$ 4,000
	503162-4100	Uniforms & Laundry	\$ 5,708
	503352-4100	Out Repair-Equipment	\$ 15,442
	503353-4100	Out Repair-Revenue Veh	\$ 3,485
	504011-4100	Fuels & Lubricants	\$ 11,915
	504161-4100	Other Mobile Supplies	\$ 81
	504191-4100	Revenue Vehicle Parts	\$ 180,468
	504211-4100	Postage & Mailing	\$ 49
	504315-4100	Safety Supplies	\$ 663
	504317-4100	Cleaning Supplies	\$ 1,976
	504511-4100	Small Tools	\$ 1,983
	505011-4100	Gas & Electric	\$ 15,275
	509121-4100	Employee Training	\$ 151
	509125-4100	Local Meeting Expense	\$ 13
	512061-4100	Equipment Rental	\$ 8,419
			\$ 338,571

REASON: Transfer available funds to cover budget overruns for year-end in Fleet Maintenance.

7.c5

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT:** **CONSIDERATION OF UPDATED FRAMEWORK PLAN FOR METRO CAPITAL AND OPERATING BUDGETS FOR FY 2007-2012.**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt an updated framework plan for the METRO Capital and Operating Budgets for the period 2007-2012.**

## II. SUMMARY OF ISSUES

- During the past few years METRO has experienced deficits in the operating budgets that have been offset by using attrition based savings from prior years budgets and through drawing from reserves culminating with a substantial carry over from FY 2007.
- In past years METRO has implemented fare increases and service reductions to assist in balancing the operating budgets.
- METRO has been under capitalized since 1989 when the Loma Prieta Earthquake destroyed the Watsonville Maintenance and Operating Facility and severely damaged the Santa Cruz Operating Facility. The recent diversion of funds from the State Public Transportation Account will perpetuate the under capitalized position of METRO.
- The on-going lease costs that have resulted from the loss of owned facilities and the increased fuel and maintenance costs that resulted from the lack of support facilities have contributed to the operating deficits at METRO.
- Extended-life operation of buses has resulted in higher maintenance costs and contributed to the operating deficits at METRO.
- METRO is currently implementing the program that will fulfill its commitment to the California Air Resources Board (CARB) for the conversion of the forty (40) buses purchased in 2002/2003 to Compressed Natural Gas. This project should be completed in the fall of 2008. As a result of the conversion program METRO will have 63 buses available for service in 2012. However, the current service level operated by METRO requires 83 buses in service and 10 spare buses. In 2012 the additional service that could be implanted in the Updated Financial Framework will require 93 buses in service and 11 spare buses.
- METRO has made limited progress in the renovation of bus stops to improve accessibility in the past four years.

- A significant portion of the METRO Capital and Operating Budgets are dependent on funds from other agencies (SCCRTC, CTC, Federal Transit Administration) whose decisions and priorities can vary from year to year.
- On June 23, 2006 the Board of Directors adopted a Financial Framework Plan for the Capital and Operating Budgets for the period of time FY 2007-FY 2011.
- METRO Staff has prepared an updated Financial Framework for the Capital Projects and Operating Budget for FY 2007 through 2012 that, based upon assumptions, provides for service expansion, balances the Operating Budget, and identifies a need for approximately \$38.2 million in additional capital funds.
- The Updated Financial Framework assumes that the SCCRTC will continue to allocate TDA funds in accordance with current policies, including those funds derived from revenues achieved in excess of the County Auditor's estimate.
- The Updated Financial Framework assumes that the funds received by the SCCRTC State Transit Assistance Program will be passed through to METRO as they have been in prior years.
- The Updated Financial Framework assumes that the \$27 million estimated to be received by the SCCRTC from the PTIMSEA program under the 1-B Bond Measure will be passed through to METRO as the STA funds have been in prior years.
- The Updated Financial Framework assumes that METRO will not submit any projects to the SCCRTC for consideration in the development of STIP projects for the period 2007-2012.
- The updated Financial Framework for the Operating Budget outlines an ability to implement expanded service in the spring of 2008.
- The updated Financial Framework for the Operating Budget indicates an ability to implement expanded bus services in FY 2009, 2010, 2011, and 2012.
- If all of the service expansion capacity that is identified in the Financial Framework for the Operating Budget is implemented METRO will need approximately forty (40) more buses than will be available for operations in 2012 due to the diversion of funds by the State of California Legislature.
- The California Transit Association has filed a lawsuit challenging the legality of the diversion of funds from the Public Transportation to the General Fund.
- Staff recommends that the Board of Directors adopt the updated Financial Framework as a guideline for staff for FY 2007 through 2012.

### **III. DISCUSSION**

In recent years METRO experienced operating deficits that resulted in reduced service levels and fare increases. Additionally the increased operating costs from the lack of owned facilities and the inability to achieve savings from direct fuel purchases contributed to financial problems in the budget. METRO has used attrition savings and prior years carry over funds, as well as reserve funds to balance the budget each year.

In order to provide budget guidance to staff and to plan for future financial needs for both operating and capital programs the Board of Directors, on June 23, 2006, adopted a Financial Framework for the Capital and Operating Budgets for the period of time FY 2007-FY 2011. In the past year a number of things have occurred that make it prudent to update the adopted Financial Framework. METRO staff has prepared the Updated Financial Framework that is attached to this Staff Report.

METRO is implementing a facility plan that replaces expensive leased facilities that draw from the Operating Budget with owned facilities. The destruction of the Watsonville Maintenance and Operating facility and the damage to the Santa Cruz Operating Facility by the 1989 Loma Prieta Earthquake has resulted in a substantial level of increased costs to METRO over the ensuing years. The MetroBase Project construction is underway. However, additional capital funds will be needed in order to complete all of the necessary elements of the project. It is anticipated that all of the estimated funds from the PTIMSEA program under the 1-B Bond Measure, if passed through to METRO by the SCCRTC, could provide the necessary funding to complete the MetroBase facility. Additionally a permanent facility for the ParaCruz Division must be developed and funded.

The operation of buses past their projected life in the past has reduced the funds spent on capital expenditures, but has increased the cost of maintenance that is funded from the Operating Budget, thus contributing the deficit situation. The funding that METRO received from the Traffic Congestion Relief Program, the Monterey Bay Air pollution Control District, and the SCCRTC 2006 STIP have allowed METRO to make significant progress in lowering the fleet age. Also, METRO is currently implementing the program, funded by the SCCRTC 2006 STIP that will fulfill its commitment to the California Air Resources Board (CARB) for the conversion of the forty (40) buses purchased in 2002/2003 to Compressed Natural Gas. This project should be completed in the fall of 2008. As a result of the conversion program METRO will have 63 buses available for service in 2012. However, the current service level operated by METRO requires 83 buses in service and 10 spare buses. In 2012 the additional service that could be implemented in the Updated Financial Framework will require 93 buses in service and 11 spare buses.

METRO has made progress in the last four years toward improving bus stops to increase accessibility and meet the standards established by the Americans with Disabilities Act. In the past the Bus Shelter Improvement Program has only seen improvements funded by developers to meet conditioning requirements or by major street reconstruction projects. These efforts, while very beneficial, did not result in the comprehensive program for shelter construction and maintenance that is necessary. The Updated Financial Framework developed by METRO staff identifies funds for bus stop improvements each year.

A significant amount of the operating and capital funding at METRO is from other agencies and is therefore dependent upon their annual decision making process and determination of priorities. A significant amount of the fixed route service is supported by the operating funds that are received from the California Transportation Development Act (TDA). These funds are granted annually by the SCCRTC whose decisions and priorities are subject to change at any time. Additionally operating funds are received from the Federal Transit Administration, whose appropriation levels and use guidelines are determined through the federal authorization process that takes place every five to six years. The capital program is funded, in part, from funds from the California State Transit Assistance Program (STA). These funds are also granted to METRO on an annual basis by the SCCRTC who may chose to use them for other transit related activities at any time. The STA Program is currently the only source of non-federal funds for capital projects at METRO. The Bond Measure (PTIMSEA) that was passed in November 2006 will provide approximately \$27 million in capital funds to Santa Cruz based upon the use of the STA distribution formula. The Updated Financial Framework Plan anticipates the use of the PTIMSEA finds to complete the MetroBase Project. The PTIMSEA funds will be distributed by Caltrans using the STA formula and will be received by the SCCRTC. Capital funds can also be received from the SCCRTC through the State Transportation Improvement Program (STIP) process. The programming for these funds occurs in two-year cycles. METRO has not submitted major capital projects for funding from the STIP in the last two programming cycles in order to focus on the implementation of the MetroBase project funding. However, the recent call for additional transit projects by the CTC resulted in METRO submitting a \$12.8 million request to the SCCRTC for projects to be added to the current STIP which was approved and is being used to fund bus acquisitions and CNG bus conversions. The Updated Financial Framework does not envision METRO applying for any funds from the STIP for the time period that is covered assuming that the SCCRTC passes the STA and PTIMSEA capital funds from the State through to METRO.

With the passage of the Federal Transportation Bill SAFETEA-LU METRO became eligible to receive funds from the newly created Small Transit Intensive Cities Program (STIC). The STIC provided \$792,000 to METRO for FY 07. The funding level of the STIC will increase each year and will average approximately \$1 million per year over the life of SAFETEA-LU. The Board of Directors has programmed the funds from the STIC to be used for the MetroBase project through FY 09. The funds from the STIC can be used for either operating or capital expenses, however, the diversion of STA funds by the State Legislature and the shortage of federal bus funding makes it critical that the STIC funds continue to be programmed for Capital Projects through the duration of the Updated Financial Framework time period.



The updated Financial Framework for the Operating Budget outlines an ability to implement expanded service in the spring of 2008. The updated Financial Framework for the Operating Budget also indicates an ability to implement expanded bus services in FY 2009, 2010, 2011, and 2012. However, if all of the service expansion capacity that is identified in the Financial Framework for the Operating Budget is implemented METRO will need approximately thirty (30) more buses than will be available for operations in 2012 due to the diversion of funds by the State of California Legislature. The California Transit Association (CTA) has filed a lawsuit challenging the legality of the diversion of funds from the Public Transportation to the General Fund. During FY 2008 it will be necessary for the Board to monitor the progress of the CTA Lawsuit to determine if some of the funds for service improvements should be reserved for some level of bus replacement.

The adoption of the Updated Operating and Capital Financial Framework attached to this Staff Report will provide direction to METRO Staff with regard to guidelines for the development of future operating budgets and planning for capital projects. Additionally, the Updated Financial Framework provides guidance in directing the efforts of METRO Staff and consultants in advocating for funding from outside agencies at the Local, State, and Federal levels. As conditions and circumstances change in the future it is anticipated that the Board of Directors would again update the Operating and Capital Financial Framework to reflect the changes.

Staff recommends that the Board of Directors adopt the attached Updated Operating and Capital Financial Framework as a guideline to direct the efforts of the METRO Staff for FY 2007 through FY 2012.

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

The adoption of the Updated Financial Framework will result in the direction of staff efforts to take actions and secure funds to implement balanced operating budgets and obtain necessary capital facilities and equipment. If METRO fails to receive the STA funds (including restoration of diverted funds), PTIMSEA funds, TDA funds, or if the economy degenerates below the level projected in the Updated Financial Framework, the ability to provide and support fixed route and paratransit service to the community will be severely compromised.

#### **V. ATTACHMENTS**

**Attachment A**      Operating/Capital Budget Framework-FY 2007/2012

**Attachment *A***

**Santa Cruz Metropolitan Transit District**

**Updated Operating/Capital Budget Framework**

**FY07-12**

**November 2007**

*8.21*

## Five Year Budget Framework Assumptions FY 07-12

- Replace leased facilities with owned facilities.
- Complete conversion of 40 diesel buses to CNG by FY09.
- Implement service increases by correlating a portion of the yearly carryover balances to forecasted service increases.
- Maintain service standards and eligibility criteria for Paratransit outlined in July 2007 Customer Service Guide.
- Owned ParaCruz Operating Facility is completed and occupied in 2012
- Use Federal Small Transit Intensive Cities (STIC) funds and State Transit Assistance (STA) funds for capital projects exclusively.
- Twenty seven million (\$27 Million) in bond funds from Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) are approved by Caltrans and passed through to METRO by the SCCRTC.
- METRO does not submit any capital projects to the SCCRTC for funding consideration in the STIP.
- 110 Vernon Facility purchased (2007), renovated 2008, and occupied by January 2009.
- 370 Encinal Facility lease discontinued January 2009.
- MetroBase Maintenance Facility completed and occupied in December 2009.
- 111/115 DuBois facility leases discontinued December 2010.
- Subcontracted costs for incidental ParaCruz service do not exceed \$200,000 (+cpi) per year.
- METRO share of health care costs escalate at an annual rate (FY 07 base) of, not more than, 10% (FY08), 11% (FY09), 11% (FY10), 11% (FY11), 11% (FY12).
- Current SCCRTC TDA allocation policy (including revenue beyond auditor's estimates) continues for the budget framework period.
- FTA Operating Funds increase at the level provided for in SAFETEA-LU.
- Per gallon cost of diesel fuel remains below \$3.20 (FY07), \$3.52 (FY08), \$3.70 (FY09), \$3.88 (FY 10), \$4.08 (FY11) \$4.24 (FY12).

8.a2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIVE YEAR OPERATING REVENUE FRAMEWORK PLAN**

REVENUE SOURCE	ACTUAL FY07	Adjusted FINAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	ANNUAL
							CHANGE FY09/ FY12
1 Passenger Fares	\$ 3,406,079	\$ 3,450,078	\$ 3,519,080	\$ 3,589,461	\$ 3,661,250	\$ 3,734,475	2%
2 Special Transit Fares	\$ 2,837,936	\$ 2,823,253	\$ 2,964,416	\$ 3,112,636	\$ 3,268,268	\$ 3,431,682	5%
3 Paratransit Fares	\$ 229,100	\$ 249,600	\$ 252,096	\$ 254,617	\$ 257,163	\$ 259,735	1%
4 Highway 17 Fares	\$ 818,902	\$ 843,723	\$ 869,035	\$ 895,106	\$ 921,959	\$ 949,618	3%
5 Highway 17 Payments	\$ 438,482	\$ 462,526	\$ 476,402	\$ 490,694	\$ 505,415	\$ 520,577	3%
6 Commissions	\$ 5,695	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	0%
7 Advertising Income	\$ 243,273	\$ 145,000	\$ 175,000	\$ 180,250	\$ 185,658	\$ 191,227	3%
8 Rent Income - SC Metro Center	\$ 85,935	\$ 85,040	\$ 86,741	\$ 88,476	\$ 90,245	\$ 92,050	2%
9 Rent Income - Watsonville TC	\$ 50,644	\$ 49,486	\$ 50,476	\$ 51,485	\$ 52,515	\$ 53,565	2%
10 Rent Income - General	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	0%
11 Interest Income	\$ 1,327,929	\$ 1,076,000	\$ 750,000	\$ 500,000	\$ 450,000	\$ 450,000	
12 Other Non-Transp Revenue	\$ 269,279	\$ 283,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	3%
13 Sales Tax	\$ 17,652,773	\$ 17,624,453	\$ 18,153,187	\$ 18,697,782	\$ 19,258,716	\$ 19,836,477	3%
14 Transp Dev Act (TDA) Funds	\$ 6,165,834	\$ 6,362,037	\$ 6,552,898	\$ 6,749,485	\$ 6,951,970	\$ 7,160,529	3%
15 FTA Sec 5307 - Op Assistance	\$ 3,200,226	\$ 3,247,000	\$ 3,376,880	\$ 3,511,955	\$ 3,652,433	\$ 3,798,531	4%
16 Repay FTA Advance (5 years)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -	\$ -	0%
17 FTA Sec 5311 - Rural Op Asst	\$ 168,582	\$ 149,335	\$ 155,308	\$ 161,521	\$ 167,982	\$ 174,701	4%
18 Transfer from Capital/Proj Mgr	\$ -	\$ 112,455	\$ 116,953	\$ 121,631	\$ 126,497	\$ 131,556	4%
<b>SUBTOTAL REVENUE</b>	<b>\$ 36,835,469</b>	<b>\$ 36,898,987</b>	<b>\$ 37,604,471</b>	<b>\$ 38,516,199</b>	<b>\$ 39,736,423</b>	<b>\$ 40,976,486</b>	
<b>ANNUAL INCREASE</b>			<b>1.9%</b>	<b>2.4%</b>	<b>3.2%</b>	<b>3.1%</b>	

8.03

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIVE YEAR OPERATING REVENUE FRAMEWORK PLAN**

REVENUE SOURCE	ACTUAL FY07	Adjusted FINAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	ANNUAL
							CHANGE FY09/ FY12
<b>ONE-TIME REVENUE</b>							
19 Carryover from Previous Year	\$ -	\$ 911,228	\$ -	\$ -	\$ -	\$ -	-
20 Transfer from Insurance Reserves	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
21 FTA Sec 5317 - Op Assistance	\$ -	\$ 17,785	\$ -	\$ -	\$ -	\$ -	-
22 AMBAG Funding (Intern & SRTP)	\$ 39,404	\$ 100,000	\$ -	\$ -	\$ -	\$ -	-
<b>SUBTOTAL ONE-TIME REVENUE</b>	<b>\$ 39,404</b>	<b>\$ 1,179,013</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	
<b>TOTAL REVENUE</b>	<b>\$ 36,874,873</b>	<b>\$ 38,078,000</b>	<b>\$ 37,754,471</b>	<b>\$ 38,666,199</b>	<b>\$ 39,886,423</b>	<b>\$ 41,126,486</b>	

Updated 9/04/07

8.24

**SANTA CRUZ METRO OPERATING BUDGET  
FIVE YEAR OPERATING FRAMEWORK PLAN  
OPERATING EXPENSE**

3%

	FY07 BUDGET	adj. FY07 ACTUAL	FY08 FINAL	6% FY08 Adjusted	FY09 PROJ	FY10 PROJ	FY11 PROJ	FY12 PROJ	
<b>LABOR</b>									
Bus Operator Pay	8,626,083	7,260,939	8,251,160	7,696,595	7,627,493	7,856,318	8,092,008	8,334,768	
Bus Operator OT	1,359,914	1,264,259	1,225,000	1,340,115	1,380,318	1,421,728	1,464,379	1,508,311	
Other Salaries	6,086,141	5,521,525	6,496,286	5,852,817	5,778,401	5,951,753	6,130,306	6,314,215	
Other OT	248,700	263,222	236,208	279,015	287,386	296,007	304,888	314,034	
<b>Totals</b>	<b>16,320,838</b>	<b>14,309,945</b>	<b>16,208,654</b>	<b>15,168,542</b>	<b>15,073,598</b>	<b>15,525,806</b>	<b>15,991,580</b>	<b>16,471,327</b>	
<b>FRINGE BENEFITS</b>									
Medicare/SS	245,815	201,850	241,666	213,961	220,380	226,991	233,801	240,815	
Retirement	2,084,597	1,791,125	2,231,682	2,126,065	2,115,845	2,179,320	2,244,700	2,312,041	
Medical Ins	3,938,536	4,124,364	5,262,355	4,371,826	5,415,603	5,957,163	6,552,880	7,208,168	10%
Dental Ins	481,836	446,854	491,131	473,665	497,349	522,216	548,327	575,743	5%
Vision Ins	153,182	127,982	136,028	135,661	142,444	149,566	157,044	164,897	5%
Life Ins	46,691	51,146	52,963	54,215	56,925	59,772	62,760	65,898	5%
State Disability	349,704	144,352	367,188	153,013	160,664	168,697	177,132	185,988	5%
Disability Ins	182,007	188,433	191,108	199,739	209,726	220,212	231,223	242,784	5%
State Unemployment Ins	91,645	50,089	96,229	53,094	55,749	58,537	61,463	64,537	5%
Worker's Comp	1,396,681	820,125	1,396,681	869,333	878,026	886,806	895,674	904,631	1%
Absence with Pay	2,832,656	2,980,676	2,836,125	3,159,517	3,254,302	3,351,931	3,452,489	3,556,064	
Other Fringe Benefits	123,004	116,968	137,741	123,986	130,185	136,695	143,529	150,706	5%
<b>Totals</b>	<b>11,926,352</b>	<b>11,043,964</b>	<b>13,440,897</b>	<b>11,934,075</b>	<b>13,137,198</b>	<b>13,917,906</b>	<b>14,761,023</b>	<b>15,672,271</b>	
<b>SERVICES</b>									
Prof Services & Fees	745,621	607,791	886,973	744,258	666,586	686,584	707,181	728,397	
Employment Exams	20,375	19,767	25,000	20,953	21,582	22,229	22,896	23,583	
Custodial Services	71,300	65,150	73,439	69,059	71,131	73,265	75,463	77,727	
Uniforms/Laundry	41,780	44,416	44,913	47,081	48,493	49,948	51,447	52,990	
Security Services	482,240	392,183	443,930	415,714	428,185	441,031	454,262	467,890	
Classified/Legal Ads	18,200	15,184	28,596	16,095	16,578	17,075	17,587	18,115	
Graphics Services	20,000	15,810	20,600	16,759	17,261	17,779	18,313	18,862	
Bldg & Equip Repair - Out	209,401	206,240	357,327	218,614	225,173	231,928	238,886	246,052	
Vehicle Repair - Out	336,051	192,474	346,887	204,022	210,143	216,447	222,941	229,629	
Haz Waste Disposal	68,200	34,825	24,500	36,915	38,022	39,163	40,337	41,548	
<b>Totals</b>	<b>2,013,168</b>	<b>1,593,840</b>	<b>2,252,165</b>	<b>1,789,470</b>	<b>1,743,155</b>	<b>1,795,449</b>	<b>1,849,313</b>	<b>1,904,792</b>	
<b>PURCHASED TRANSPORTATION</b>									
Contract/Paratransit	200,000	200,482	200,000	212,511	200,000	200,000	200,000	200,000	
<b>Totals</b>	<b>200,000</b>	<b>200,482</b>	<b>200,000</b>	<b>212,511</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	

8.25

**SANTA CRUZ METRO OPERATING BUDGET  
FIVE YEAR OPERATING FRAMEWORK PLAN  
OPERATING EXPENSE**

3%

	FY07 BUDGET	adj. FY07 ACTUAL	FY08 FINAL	6% FY08 Adjusted	FY09 PROJ	FY10 PROJ	FY11 PROJ	FY12 PROJ	
<b>MOBILE MATERIALS &amp; SUPPLIES</b>									
Fuels & Lubricants	2,745,595	2,223,764	3,358,498	2,357,190	2,145,043	2,166,493	2,188,158	2,210,040	1%
Tires & Tubes	201,000	187,683	224,400	198,944	206,902	215,178	223,785	232,736	4%
Other Mobile Supplies	7,500	7,580	8,000	8,035	8,356	8,690	9,038	9,400	4%
Rev Vehicle Parts	579,000	695,062	681,600	736,766	766,236	796,886	828,761	861,912	4%
Totals	3,533,095	3,114,089	4,272,498	3,300,934	3,126,537	3,187,247	3,249,742	3,314,087	
<b>OTHER MATERIALS &amp; SUPPLIES</b>									
Postage & Mailing/Freight	26,550	17,463	27,347	18,511	19,066	19,638	20,227	20,834	
Printing	85,610	59,927	88,810	63,523	65,428	67,391	69,413	71,495	
Office Supplies	76,100	87,797	86,209	93,065	95,857	98,732	101,694	104,745	
Cleaning Supplies	47,650	46,344	49,080	49,125	50,598	52,116	53,680	55,290	
Repairs & Maint, Parts	82,000	95,447	88,260	101,174	104,209	107,335	110,555	113,872	
Other Supplies	36,480	34,504	39,784	36,574	37,671	38,802	39,966	41,165	
Totals	354,390	341,481	379,489	361,970	372,830	384,015	395,535	407,401	
<b>UTILITIES</b>									
Elec/Water/Garb/Telecom	371,375	354,487	389,345	375,756	394,544	414,271	434,985	456,734	5%
Totals	371,375	354,487	389,345	375,756	394,544	414,271	434,985	456,734	
<b>CASUALTY &amp; LIABILITY COSTS</b>									
Insurance	605,188	526,499	477,947	558,089	585,993	615,293	646,058	678,361	5%
Settlement Costs	150,000	21,239	150,000	22,513	22,513	22,513	22,513	22,513	
Totals	755,188	547,738	627,947	580,602	608,507	637,806	668,571	700,874	
<b>TAXES</b>									
Taxes, Licenses, Permits	46,761	41,038	47,114	43,500	43,935	44,375	44,818	45,267	1%
Totals	46,761	41,038	47,114	43,500	43,935	44,375	44,818	45,267	
<b>MISC EXPENSE</b>									
Dues/Subscriptions	56,870	94,391	57,215	100,054	102,056	104,097	106,179	108,302	2%
Employee Training	96,374	30,382	19,500	32,205	33,171	34,166	35,191	36,247	
Travel	31,170	21,095	52,170	22,361	23,032	23,722	24,434	25,167	
Other Misc Expense	40,284	18,966	41,021	20,104	20,506	20,916	21,334	21,761	2%
Totals	224,698	164,834	169,906	174,724	178,764	182,901	187,138	191,477	
<b>LEASES &amp; RENTALS</b>									
Facility Lease & Equip Rental	834,135	845,715	789,986	896,458	543,763	203,092	179,398	186,322	
Totals	834,135	845,715	789,986	896,458	543,763	203,092	179,398	186,322	

8.96

**SANTA CRUZ METRO OPERATING BUDGET  
FIVE YEAR OPERATING FRAMEWORK PLAN  
OPERATING EXPENSE**

3%

	FY07 BUDGET	adj. FY07 ACTUAL	FY08 FINAL	6% FY08 Adjusted	FY09 PROJ	FY10 PROJ	FY11 PROJ	FY12 PROJ	
<b>PERSONNEL TOTAL</b>	28,247,190	25,353,909	29,649,551	27,102,616	28,210,796	29,443,712	30,752,603	32,143,598	
<b>STAFF ADJ FOR NEW FACILITY</b>					(81,159)	(217,297)	(241,021)	(248,251)	
<b>NON-PERSONNEL TOTAL</b>	8,332,810	7,203,704	9,128,449	7,735,925	7,212,035	7,049,157	7,209,501	7,406,955	
<b>TOTAL EXPENSES</b>	36,580,000	32,557,613	38,778,000	34,838,542	35,341,672	36,275,572	37,721,083	39,302,302	
<b>OPERATING REVENUE</b>	35,765,183	36,835,469	37,598,987	36,898,987	37,604,471	38,516,199	39,736,423	40,976,486	
<b>BALANCE AVAILABLE</b>	(814,817)	4,277,856	(1,179,013)	2,060,445	2,262,799	2,240,628	2,015,340	1,674,185	
Rev vs. Exp % -	-2.23%	13.14%	-3.04%	5.91%	6.40%	6.18%	5.34%	4.26%	
CARRYOVER	649,817	-	911,228	911,228	-	-	-	-	
INSURANCE RESERVES	150,000	-	150,000	150,000	150,000	150,000	150,000	150,000	
PROJECT GRANTS	15,000	39,404	117,785	117,785	-	-	-	-	
BALANCE	-	4,317,260	-	3,239,458	2,412,799	2,390,628	2,165,340	1,824,185	
Cash Flow Reserves		2,625,000							
Workers Comp Reserve		66,364							
Liability Reserve		(197,229)							
Carryover		261,411							
UTU wage adjustment		178,440							
Add new service line #1				400,000	400,000	400,000	400,000	400,000	
Add new service line #2					1,000,000	1,000,000	1,000,000	1,000,000	
Add new service line #3						1,000,000	1,000,000	1,000,000	
Add new service line #4							1,000,000	1,000,000	
Add new service line #5								1,000,000	
Allowance to Capital Reserves		1,383,274							
		-	-	-	2,839,458	3,852,257	3,842,885	2,608,224	32,409

8.a.7



# Santa Cruz METRO

## Major Capital Projects FY 07-12

### **2007 Update Revised**

- **Buses/Vans**

2005---Replace five (5) 1989 New Flyer Highway 17 Buses& Replace eight (8) 1988 New Flyer Local Buses	\$5,200,000 <b>Funded</b>
2005---Convert forty (40) 2003/2003 New Flyer Diesel buses to CNG	\$6,800,000 <b>Funded</b>
2006---Replace four (4) 1988 New Flyer Local Buses Replace seven (7) 2001 ParaCruz Vans	\$1,600,000 <b>2buses</b> \$490,000 <b>3 vans</b> <b>Funded</b>
2007---Replace twelve (12) 1984/1989 Gillig Local Buses and New Flyer Highway 17 Buses Replace five (5) 2002 ParaCruz Vans	\$4,800,000 \$350,000
2008---Replace four (4) 1988 New Flyer Local Buses Replace ten (10) 2003 ParaCruz Vans	\$1,680,000 \$800,000
2009---Replace four (4) 1988 New Flyer Local Buses & Purchase four (4) Highway 17 Buses Replace seven (7) 2003 ParaCruz Vans	\$3,260,000 \$560,000
2010---Replace four (4) 2002/2003 Goshen/Chance Small Local Buses Replace three (3) 2003 Goshen ParaCruz Buses	\$700,000 \$240,000
2011---Replace four (4) 1988/1998 New Flyer Local Buses Purchase five (5) Small ParaCruz Buses	\$1,800,000 \$400,000
2012---Replace twenty eight (28) 1998 New Flyer Local Buses Replace three (3) 2007 ParaCruz Vans	\$12,600,000 \$210,000

- **Facilities**

2008---Metro Administration Building Purchase and Renovation	\$7,200,000 <b>Funded</b>
China Grade Turn Around Improvements	\$110,000 <b>Funded</b>
Pacific Station ROW Acquisition	\$2,000,000 <b>Funded</b>

G.a.g

2008---Bus Stop Improvements	\$400,000	<b>Funded</b>
UCSC BRT Systems Planning	\$1,500,000	
2009---Pacific Station Construction	\$12,500,000	
Bus Stop Improvements	\$400,000	
2009---MetroBase Operations/Parking Building	\$27,000,000	
2010---Bus Stop Improvements	\$500,000	
2011---Bus Stop Improvements	\$500,000	
2012---ParaCruz Operations/Mtnce Facility	\$10,000,000	

● **Management Systems**

2007---Automated Vehicle Location/Passenger Counting System (Includes new radio communications system)	\$5,000,000
Replacement Telecommunication System	\$500,000
Maintenance Management System	\$750,000
2008---Farebox Magnetic Card Reader System	\$1,000,000

● **Funds Needed for Unfunded Projects**

Buses/Vans	\$28,480,000
Facilities	\$52,400,000
Management Systems	\$7,250,000
Total	\$88,130,000

● **Identified Potential Funding Available**

State Transit Assistance (STA) FY 2010-2012	\$6,600,000
Federal Small Transit Intensive Cities (STIC) 2010-2012	\$3,825,000
Proposition 1-C TOD Funds	\$12,500,000
Proposition 1-B PTMISEA Funds	\$27,000,000
Total	\$49,925,000

8.29

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING AN AMENDED TDA CLAIM FOR FY2008.**

## I. RECOMMENDED ACTION

**Adopt a resolution authorizing staff to submit an amended claim to the Santa Cruz County Regional Transportation Commission for FY2008 Transportation Development Act (TDA) funds.**

## II. SUMMARY OF ISSUES

- In March, 2007, METRO staff submitted a claim to the Santa Cruz County Regional Transportation Commission (SCCRTC) for \$6,362,037 in TDA funds based upon SCCRTC's estimate of TDA revenue to be received during the coming year.
- In October, SCCRTC staff informed METRO that the actual amount of TDA funds available to Santa Cruz County would be \$6,385,364, an increase of \$23,327 for FY 2008.
- Adopting the attached Resolution will authorize METRO staff to submit an amended claim to the SCCRTC for the increased amount of TDA funds.

## III. DISCUSSION

TDA funds are derived from ¼ cent of the 7.25 percent state sales tax collected countywide and returned to Santa Cruz County. The County Auditor forecasts the amount of TDA revenue anticipated to be earned in Santa Cruz County during the coming fiscal year. In March, 2007, the District submitted a claim to the SCCRTC for \$6,362,037 in TDA funds based upon the estimate.

In mid-October, SCCRTC staff informed METRO that the actual amount of TDA revenue to be returned to Santa Cruz County from the State would increase slightly from the March estimate, raising the FY2008 TDA allocation to \$6,385,364.

Last month, the Board authorized submission of an amended claim for the reduced amount of State Transit Assistance funds available to the District in FY2008. This second amendment to the FY2008 TDA/STA claim now adjusts TDA funding to the amount actually available.

Adopting the attached resolution (Attachment A) will authorize staff to submit an amended claim (Attachment B) to the SCCRTC for the amount TDA/STA funds now available for FY2008.

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

The amended TDA claim will increase the amount of TDA revenue in the District's FY2008 Operating Budget by \$23,327.

#### **V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submittal of Amended FY2008 TDA Claim

**Attachment B:** Amended FY2008 TDA/STA Claim

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

**Attachment A**

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING AN AMENDED CLAIM TO THE  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
FOR TRANSPORTATION DEVELOPMENT ACT FUNDS**

**WHEREAS**, in accordance with Article 1, Section 99210 of the Public Utilities Code the Santa Cruz Metropolitan Transit District is a transit operator; and

**WHEREAS**, in accordance with Article 1, Section 99214 of the Public Utilities Code the Santa Cruz County Regional Transportation Commission is the Transportation Planning Agency for Santa Cruz County; and

**WHEREAS**, in accordance with Article 4, Section 99260(a) of the Public Utilities Code, claims may be filed with the transportation planning agency by transit operators for the support of public transportation systems; and

**WHEREAS**, in accordance with 6655 of the California Code of Regulations, the Transportation Planning Agency may revise the allocation instruction to the County Auditor for payment to claimants when necessary to reconcile the Transportation Development Act apportionment estimate with actual figures,

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit an amended claim in the amount of \$6,385,364 for Public Transit Operations for FY2008. Said claim accompanies this resolution and is incorporated by reference.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of November, 2007 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

9.21

**APPROVED** \_\_\_\_\_  
MARCELA TAVANTZIS  
Board Chair

**ATTEST** \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:** \_\_\_\_\_

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## Attachment **B**

**DATE:** November 16, 2007  
**TO:** Executive Director, SCCRTC  
**FROM:** General Manager, SCMTD  
**SUBJECT: FY 2008 PUBLIC TRANSPORTATION CLAIM DISBURSEMENT REQUIREMENT**

Disbursement of the Santa Cruz Metropolitan Transit District's FY 2008 amended claims for \$6,385,364 in TDA funds and \$2,270,625 in STA funds is requested as follows:

1. TDA FUNDING FOR FY 2008

<u>Disbursement Schedule</u>	<u>Operating Funds</u>	<u>Total Disbursement</u>
First Quarter	\$ 1,596,341	\$ 1,596,341
Second Quarter	\$ 1,596,341	\$ 1,596,341
Third Quarter	\$ 1,596,341	\$ 1,596,341
Fourth Quarter	\$ 1,596,341	\$ 1,596,341
	<u>\$ 6,385,364</u>	<u>\$ 6,385,364</u>

2. STA FUNDING FOR FY 2008

<u>Disbursement Schedule</u>	<u>Capital Funds</u>	<u>Total Disbursement</u>
First Quarter	\$ 567,656	\$ 567,656
Second Quarter	\$ 567,656	\$ 567,656
Third Quarter	\$ 567,656	\$ 567,656
Fourth Quarter	\$ 567,656	\$ 567,656
	<u>\$ 2,270,625</u>	<u>\$ 2,270,625</u>

This schedule will prevent the District from going into a deficit cash position. The STA funds will be used to fund transit projects included in the District's Capital Improvement Program.

**AMENDED PUBLIC TRANSPORTATION CLAIM  
FISCAL YEAR 2008**

**TO:** SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
1523 Pacific Avenue  
Santa Cruz, CA 95060

**FROM:** SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

This applicant, the Santa Cruz Metropolitan Transit District, qualified pursuant to Section 99203 of the Public Utilities Code, hereby requests in accordance with Article 4, Section 6630 of the California Code of Regulations that its claim for Local Transit Funds be approved in the amount of:

**TDA Funding:**

Six million, three hundred eighty-five thousand, three hundred sixty-four dollars (\$6,385,364)

**STA Funding:**

Two million, two hundred seventy thousand, six hundred twenty-five dollars ( \$2,270,625 )

for Fiscal Year 2008, to be drawn from the local transportation trust fund of the following county in the amount shown below:

<u>COUNTY</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
Santa Cruz	Transportation Development Act	\$6,385,364
Santa Cruz	State Transit Assistance Funds	\$2,270,625

When approved, please transmit this claim for payment. Approval of the claim and payment by the County Auditor to this operator is subject to such monies being on hand and available for distribution, and to the provisions that such monies shall be used only in accordance with the terms of the approved annual financial plan.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

BY: \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

DATE: November 16, 2007



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 16, 2007

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF UTILIZATION OF A FACILITATOR FOR PREPARATION FOR FY 2008, UTU LOCAL 23, FIXED ROUTE LABOR NEGOTIATIONS**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to utilize Jim Greiner's "Hands-On Drumming" as a facilitation service to assist in the preparation for the 2008 Labor Negotiations with UTU local 23, Fixed Route**

## II. SUMMARY OF ISSUES

- The current Labor Agreement with the United Transportation Union Local 23, Fixed Route, will expire on September 1, 2008.
- It is the goal of METRO that the collective bargaining process be conducted in an atmosphere of open communication and mutual respect.
- In order to assist the negotiation team METRO suggested that a facilitator be utilized to develop good channels of communication and team relationships.
- In seeking facilitation services a number of possible individuals and services were examined, including the one suggested by UTU Local 23 Chair Bonnie Morr.
- Currently, there is not an agreement with UTU Local 23 as to whether facilitation services are considered desirable. METRO believes that such services could be beneficial in avoiding some of the types of problems that occurred in the 2005 negotiating process.
- In order to move forward with preparing for the 2008 negotiations I am recommending that the Board of Directors approve contacting Jim Greiner to secure his services in assisting the METRO negotiating team and that METRO reiterate the offer to conduct this effort on a joint basis with the UTU local 23 negotiating team.
- I am recommending that the Board of Directors authorize the Human Resources Manager to contact Jim Greiner to develop a collective bargaining facilitation program, including cost, for consideration by the Board of Directors on December 21, 2007.

### **III. DISCUSSION**

The current Labor Agreement with the United Transportation Union Local 23, Fixed Route, will expire on September 1, 2008. The expiring Labor Agreement with UTU Local 23, Fixed Route was reached in 2005 after a thirty-seven (37) day strike. The issues that led to the strike were not completely resolved with the ratification of the new Labor Agreement by UTU Local 23 and the METRO Board of Directors. During the course of the time that the Labor Agreement has been in effect there have been numerous legal actions, appeals, grievances, and arbitration hearings that have reflected the on-going tension between UTU Local 23 and METRO.

On June 20, 2007 I met with UTU Local 23 Chair Bonnie Morr wherein I indicated that METRO would like to avoid the acrimony that surrounded the 2005 negotiations and would like to have pre-negotiation meetings between the two negotiating teams in order to establish an atmosphere of open communication and mutual respect. In response to the June 20, 2007 meeting Bonnie Morr provided information regarding the services of Jim Greiner who uses hands-on drumming as a method of facilitation. In the past few months I have provided information to UTU Local 23 regarding additional facilitation services that are available for comparison purposes. However, none of the facilitation services that have been identified appear to be acceptable to UTU Local 23.

In order to move forward with preparing for the 2008 negotiations I am recommending that the Board of Directors approve having the Human Resources Manager contact Jim Greiner to secure his services in assisting the METRO negotiating team and that METRO reiterate the offer to conduct this effort on a joint basis with the UTU local 23 negotiating team.

### **IV. FINANCIAL CONSIDERATIONS**

The development of a collective bargaining facilitation program would require funding from the METRO Operating Budget. The FY 2008 Budget contains funding for collective bargaining facilitation services.

### **V. ATTACHMENTS**

- Attachment A:** Jim Greiner's "Hands-On Drumming" Brochure  
**Attachment B:** Information for Facilitator Services

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-Robert Kramer, President, Visionary Strategic Consulting



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- The Field Museum, Chicago

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Attachment A

## Hands-On! Drumming Interactive Programs:

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A celebratory jumpstart for conferences, retreats and corporate, public and private events.

**Community Building (3 to 8 hours):**  
An in-depth exploration of the nature of community and relationships, dealing with stress, communications skills and physical well-being.

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**Closing Activities (15 to 60 minutes):**  
To reinforce community bonds, to re-energize, focus and motivate and to give a celebratory closure to corporate, public & private events

**Community Drumming Festival (30 minutes to 2 hours):** A facilitated drumming "jam session" to break and create community spirit at s of all kinds.

**Interactive Keynote Presentation: Paths For Success™ (30 to 90 minutes):** A experiential, rhythm-based motivation program, with or without instruments, that inspires people to live lives with passion, a focus on vision goals and in a spirit of celebration.

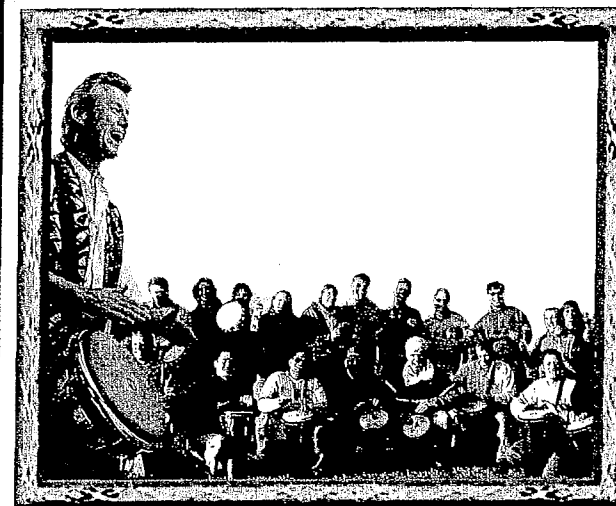
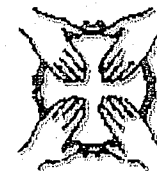
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team coordination and creativity"*  
-CEO, Air New Zealand

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## About NVC

**Imagine...connecting with the human spirit in each person in any situation.**

**Imagine... interacting with others in a way that allows everyone's needs to be equally valued.**

**Imagine... creating organizations and life-serving systems responsive to our needs and our environment.**

- **OBSERVATIONS** free of judgments, interpretations, or evaluations
- **FEELINGS** straight from the heart, free of judgments or perceptions
- **NEEDS**, values, and hopes, free from expectations or assumptions
- **REQUESTS** free from demands and expressed clearly in positive-action language

When we focus on what is being observed, felt, and needed, rather than on interpreting and judging, we discover the depth of our own compassion. The use of NVC does not require that the persons with whom we are communicating be literate in NVC or even motivated to relate to us compassionately. Through its emphasis on deep listening—to ourselves and others—NVC fosters respect, attentiveness, and empathy, thus engendering a mutual desire to give from the heart.

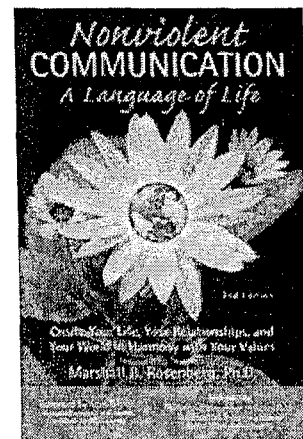
### What is Nonviolent Communication?

Nonviolent Communication (NVC) is a way of communicating that strengthens our ability to stay in touch with our humanity and get our needs met, even under difficult circumstances. Instead of habitual responses, our words become *conscious responses* based on a clear awareness of what we are observing, feeling, and wanting. We are led to express ourselves with honesty and clarity, while paying respectful and empathic attention to others.

We are trained to make careful **observations** free of evaluation, and to specify behaviors and conditions that are affecting us. We learn to hear our own deeper **needs** and those of others, and to identify and clearly articulate what we are wanting in a given moment. When we focus on clarifying what is being observed, felt, and needed, rather than on diagnosing and judging, we discover the depth of our own compassion. Through its emphasis on deep listening—to ourselves as well as others—NVC fosters respect, attentiveness and empathy, and engenders a mutual desire to give from the heart. The form is simple, yet powerfully transformative.

Learn and practice NVC in the Monterey Bay area -- check out the [events calendar](#) to find a workshop, seminar series, or special event.

*"[NVC] provides us with the most effective tools to foster health and relationships." - Deepak Chopra*



[Learn more](#) about Marshall's book, and read a sample chapter ([external link](#)).

Learn more about basic NVC concepts from the international Center for Nonviolent Communication:

- [The NVC Model](#): a diagram
- [Feelings Lists](#): a list of feelings when needs are and are not satisfied
- [10 things](#) we can do to contribute to internal, interpersonal, and organizational peace

1A. b1

About NVC--Click here to learn more about the life-changing process of Nonviolent Communication.  
Find over 50 articles written about NVC, a description of the 4-part NVC process, key benefits of the process, and more.

### **NVC Santa Cruz History**

**1996:** Certified NVC trainer Jean Morrison moved from Sonoma County and began presenting NVC trainings in Santa Cruz and surrounding areas.

**2002:** Christine King joined with Jean to found Compassionate Communication Santa Cruz. Jean, Christine, and Seth Burton collaborated in sharing NVC in the community, getting a website up and running, and a growing schedule of classes and workshops.

**2004:** Certified trainer Kelly Bryson moved to Santa Cruz from San Diego, and joined with Jean and Christine and community members Rick and Aviva Longinotti, to transform CCSC into a new non-profit: Nonviolent Communication Santa Cruz (NVCSC).

Our trainings have now served over 1000 individuals and dozens of organizations, schools, businesses, and churches in Santa Cruz, Monterey, and in the greater Bay Area. We now have a physical location: The Center for Compassion, upstairs from Quaker Meeting House, 225 Rooney Street.

NVC Santa Cruz, 225 Rooney St, Santa Cruz CA 95065 \* (831) 459-6919 \* [nvcsantacruz@baymoon.com](mailto:nvcsantacruz@baymoon.com)

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## Center Services

### **Business and Organizational Training Mediation and Conflict Resolution**

We provide mediation for groups (2-40) who have reached an impasse in their mutual understanding and ability to work harmoniously and productively, so that they can regain trust and respect and have open communication in their workplace. We recommend sessions of 2-4 hours, preferable followed by a specific interpersonal communication training.

### **Organizational Development**

We provide trainings and follow-up support in:

- Effective Meeting Planning and Facilitation
- Supervisor Training: Communicating successfully with Staff
- Gossip Reduction: Reducing stressful communication, and increasing moral in the workplace
- Teambuilding: Facilitated interactive exercises that bring the working team together for collaboration, ease, and productivity
- Emotions at Work: Getting intelligent about hearing and expressing emotions in the workplace
- Negotiation and Dialogue Training
- Performance Evaluations: Creating and using an effective model to communicate standards, and give/receive feedback
- Customer Service Training: We assess the needs of the customer service department, the needs of the customer, and provide a training that is effective for all parties

**Community Workshops and Support Groups:** All of our workshops, classes, and groups are designed for various learning styles. We include experiential, interactive, and didactic processes, and incorporate visual, auditory, and kinesthetic modalities.

**NVC Basics:** 2-4 hours of the foundation principles and key distinctions in the process called: Nonviolent Communication (NVC)

**Couples Communication:** The unique dynamics of couples provide opportunities to practice communicating about difficult issues using NVC. Couples learn how to negotiate and empathize so that needs are mutually met. The focus is on gratitude and growth.

**Compassionate Parenting:** Parents learn how speaking with honesty and listening with empathy are powerful tools for the parenting basket. When families operate and communicate so that everyone's needs matter, there is

[Download a brochure \(PDF\)](#)

### **Testimonials**

*"I use NVC principles and strategies in almost every aspect of my work as Campus Ombudsman at UCSC: mediation, meeting facilitation, one-to-one interviews, and group interventions. I'm sure there was life before NVC, but I can't quite remember what it was!"*  
-- Laurie McCann, Campus Ombudsman, University of California Santa Cruz.

*"NVC classes have helped our community talk more clearly and less judgmentally."*  
-- Katherine Thanas, Abbot, Santa Cruz Zen Center

*"This is how Jesus wanted us to talk and be with each other!"*  
-- pastor of Methodist Church in San Jose

*"...I wonder if we are dancing on the sacred ground of what is fundamental in every human soul?"*  
-- workshop participant

*"Everything was extraordinarily useful. Prior to my experience in this class I felt supremely dissatisfied with my career choice. I feel the skills I've learned here have resulted in helping me develop a new and better understanding of my*

more harmony, cooperation, trust and respect.

**Healing Challenging Relationships:** Explore how our habitual thinking and reacting get in the way of our healing and growth; and learn options that can be immediately applied.

**Transforming Anger, Guilt, Hurt, and Fear:** Live longer! Have more joy, ease, and fulfillment! That is what happens when we begin to see our habitual thought processes more clearly, and start getting mindful about our observations, needs, and requests.

**Social Change:** NVC is used throughout the world to help activists and any concerned person be part of changing our social structures so that collaboration, respect, shared power, and meeting everyone's needs are the common goals.

*professional environment. Specifically, learning about listening and developing the language to articulate my needs was most helpful."*

-- UCSC employee

*"I've already applied new skills to daily personal life as well as at work"*

-- participant in work setting training

*"I now know how to communicate from the perspective of my deepest values and needs, not my hurts"*

-- community workshop participant

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## BayNVC Facilitation

BayNVC's trainers work with businesses, organizations and groups helping people to solve problems collaboratively and to experience greater harmony, trust, and peace.

We use the process of Nonviolent Communication to foster mutual understanding and compassion and help create the quality of connection between people where everyone's needs can be met. By first helping members of a group connect at the need level, we begin to address underlying problems and together arrive at strategies that are much more likely to meet everyone's needs for the long term.

The specific areas we offer support and training are:

- Conflict resolution
- Facilitation of business meetings
- Communication coaching for executives and managers

For more information contact the BayNVC office at [nvc@baynvc.org](mailto:nvc@baynvc.org) or 510-433-0700.

<a href="#">BayNVC Events Calendar</a>
<a href="#">BayNVC Announcements</a>
<a href="#">Community Area</a>

# Ken Goldstein, MPPA - Goldstein Consulting

Facilitation, Training, Grant Writing, and Management & Program Consulting for Nonprofit Organizations

## Meeting and Retreat Facilitation Services:

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Having an outside, impartial facilitator can help your meetings and retreats run smoother, achieve greater results, and stay on track. Examples of the types of situations that will benefit from professional facilitation include:

- Annual board retreats
- Annual staff meetings or retreats
- Collaborative meetings between multiple organizations
- Strategic planning sessions
- Fund development planning sessions

At our first meeting together we will discuss your needs. I will then suggest an agenda and types of activities that are most likely to achieve your desired results. I will lead your meeting, ensuring full participation from all attendees with strict attention to your organizational goals. Following your retreat, I will create a report that includes all outcomes, to-do lists, and a plan of action for next steps.

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To arrange a retreat or have me facilitate your meeting, please contact me at [ken at goldstein.net](mailto:ken@goldstein.net) or by phone at 408.396.3677.

### Rates:

After we discuss your project I will quote you a set fee for your retreat or meeting based on the expected total number of hours including preparation time, materials, and follow-up reporting.

### Geographical Limitations:

I can generally arrange to facilitate meetings anywhere within the Western U.S. Note that assignments more than 100 miles from Silicon Valley may also incur travel costs in the initial estimate.

### [Return to Goldstein Consulting](#)

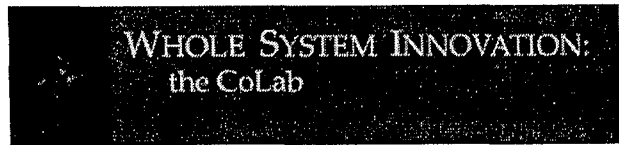
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## About Ken Goldstein:

Ken Goldstein has been working in nonprofits and local government agencies since 1989. His many years of senior management experience includes: Executive Director of Sustainable San Mateo County, Assistant Director of EHC LifeBuilders, Silicon Valley Director of CompassPoint Nonprofit Services, and Director of Online Community Development for HandsNet. He has also served on the Board of Directors of Future Families.

Since founding Goldstein Consulting in December of 2003, he has raised over \$2.5 million for his clients. He has also taught fundraising and nonprofit management workshops, facilitated retreats, served in interim executive positions, and performed other contract consulting work. Ken has a Master of Public Policy and Administration from CSU Sacramento and a BA in Politics from UC Santa Cruz.

***My mission as a professional is to increase the impact of nonprofit organizations and the effectiveness of their staffs. The organizations that I choose to work for are innovative in approach and progressive in spirit.***



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## Andrew R Goodwin *inKNOWvate* Facilitation Services

<http://www.inKNOWvate.com>

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TRAINER & CONSULTANT /

### Training Need Assessments / Performance Improvement Training Program: Design, Development, and Implementation / ETP Contract Administration

**Group Process Facilitation:** I have designed and facilitated meetings bringing together diverse groups and individuals for the purpose of generating specified results. I have facilitated alone and with other facilitators. Types of facilitation I have done include; team problem solving, team decision-making/action planning, conflict resolution, strategic planning and 'visioning'. Diversity of groups I have worked with include; executive level of both Company and Union (UFW), PhD level product design staff to frontline production staff (piece-rate workers), local non-profit strategic planning sessions, local neighborhood associations, and public meetings (with Santa Cruz City Council Member). I have worked with groups that included diverse ethnic groups including; Afro-American, Hispanics/Latino, Filipino, Punjabi and Asian.

**Training Program Design, Development and Implementation:** I have played key roles in all phases of training program development (assessments, curriculum, training materials, testing) and implementation (scheduling, attendance records, ROI analysis) for individuals and groups that focused on targeted and measurable performance improvements. Training programs range in focus from technical (for example, process control) to communication skills (for example, active listening) to organizational culture change (for example, "collaborative workplace"). I have administered California State Employment Training Panel (ETP) funding contracts for a multi-million dollar agribusiness firms (application development, invoicing, documentation and passing ETP audits). These funds helped offset training program costs.

BA Economics/Environmental Studies University of California Santa Cruz. Graduate work on Systems Theory and Modeling

#### SELECTED ACHIEVEMENTS & SKILLS

**Collaborative Workforce Development for Monterey Mushrooms, Royal Oaks Facility:** from 2000 to the present, I have led the training effort for salaried and bargaining unit employees that has resulted in measurable improvements; such as fewer grievances, increased frequency of successful problem solving on shop floor, and improved morale (according to survey data). Recent article in Register Pajaronian chronicles the story and the benefits to employees resulting from this program (3/10/07 edition). Due to this success, the company owner is supporting the expansion of this program to the other five farms in the Monterey Mushrooms family.

**Skills:** Exceptionally strong written and verbal communication skills. Highly personable and capable of working with diverse groups. Conversant in Spanish and Greek. Certified trainer for Achieve Global. Certified Conflict Mediator through Santa Cruz Conflict Resolution Center.

#### AFFILIATIONS





#### CAREER OVERVIEW &

- **Principal *inKNOWvate* Facilitation Services:** August 2003 to the present
- **Monterey Mushrooms:** September 1985 - August 2003, Regional Training Coordinator, Food Safety Coordinator, Test Channel Manager
- **Santa Cruz Conflict Resolution Center:** currently serving as Board Member for this local non-profit ([www.crcsantacruz.org](http://www.crcsantacruz.org))

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Attachments (2)

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# **ROBERT J. SHEPPARD - - *Curriculum Vitae (Private Mediator/Arbitrator)***

*120 Montgomery Street, Suite 2100 • San Francisco, CA 94104*

*Phone: 415-296-0900 • Fax: 415-296-0999*

*Website: sheppardlaw.com Email: rs@sheppardlaw.com*

## **PRIVATE MEDIATOR/ARBITRATOR/NEUTRAL**

Voted and selected in 2006, and again in 2007, “Northern California Super Lawyer” in the field of Mediation & ADR for all civil disputes (ballots sent to 52,000 Northern California lawyers). Trained in Real Estate Law, Landlord-Tenant Law, Premises Liability Law, Personal Injury and Tort Law, Insurance Coverage, Commercial Disputes, Business Transactions, Employment Disputes, Wills/Trusts/Probate/Estates, Professional Malpractice

## **EXPERIENCE**

### **PRIVATE MEDIATOR/ARBITRATOR/NEUTRAL, 1998 - present**

Conducted over 600 private mediations and arbitrations. Hired by lawyers, non-lawyers, plaintiffs and defendants, insurance companies, small, medium and large businesses, property owners, tenants, governmental entities.

Trained in pre-litigation dispute resolution techniques. Specialization in insurance, business disputes, real estate disputes, landlord-tenant disputes, disputes between neighbors, HOA’s, real estate agents or contractors, disputes between parties claiming conflicting interests in real estate, general tort liability, sales/purchases, estate/probate, will/trust disputes, employment disputes, professional malpractice, medical malpractice.

Mediation/problem-solving skills praised by hundreds of lawyers, parties insurance claims adjusters.

### **SETTLEMENT CONFERENCE JUDGE (PRO TEM) SAN FRANCISCO SUPERIOR COURT, 1986 - present**

Trial Judge/Settlement Conference Judge on over 500 trials/cases. Developed reputation as “efficient and effective” in resolving and adjudicating contentious disputes.

### **MEMBER, THE MEDIATION SOCIETY 2001 - present**

Member of The Mediation Society, Northern California group of experienced mediators. Conducted educational forums on mediation skills, mediation training sessions, and meetings with Federal/State Judges.

### **MEMBER, REAL ESTATE NEUTRALS, 1999 - present**

Member of Bay Area Real Estate Neutrals, a Northern California organization of mediators who handle real estate disputes as Mediators or Arbitrators.

### **MEMBER, NATIONAL MEDIATION CENTERS, 2003 - present**

Member of nationwide organization of experienced mediators. Serve businesses, corporations, and parties in disputes regarding contracts, employment, divorces or other personal dispute matters.

### **COURT-APPOINTED DISCOVERY MAGISTRATE AND REFEREE, 1999 - present**

Specially Appointed by the San Francisco Superior Court as a Discovery Magistrate and Referee to resolve Discovery disputes between litigants (through their respective attorneys).

### **ARBITRATOR-MEDIATOR PANELIST, KAISER PERMANENTE, 2004 - present**

Specially appointed by California Office of Independent Administration to be an Arbitrator-Mediator for Kaiser Permanente disputes (medical malpractice claims by patients, employment dispute claims by employees, etc.)

### **SENIOR PARTNER, SHEPPARD • ROSEN LAW FIRM, LLP 1979 - present**

Managed thousands of complex litigation cases (for both plaintiffs and defendants). Extensive litigation throughout Bay Area Courts. Prosecuted and defended many “seven figure” cases.

## **EDUCATION**

University of Illinois (Urbana - Champaign) 1971 - 1975, *Magna Cum Laude, Phi Beta Kappa*

University of San Francisco School of Law 1975 - 1978, *Juris Doctor Degree*

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Jim Tamm

Jim Tamm is a former judge and an expert in building collaborative workplace environments. He has worked in the field of alliance building and conflict resolution for over 35 years. As a Senior Administrative Law Judge for the State of California for 25 years, Jim mediated almost 2,000 employment disputes, including more school labor strikes than any other individual in the United States. His legal decisions regarding employment law have impacted national labor policy.

The California Senate, the California Assembly and the California PERB have all honored Jim for his work building more collaborative employment environments. His most recent book, *Radical Collaboration*, was on Amazon's top seller list for workplace books for over 45 weeks during 2005. He has authored training materials that have been translated into nine languages and has been a speaker at numerous national and international conferences.

Jim is one of the designers and original faculty members of a highly successful training program designed to enhance collaborative work environments in California school systems; a program that was underwritten by the Hewlett Foundation and the State of California. He is on the faculty of the International Management Program of the Stockholm School of Economics, and has a diverse client base of international organizations ranging from the United Nations to Brio Toys to NASA, Boeing and the US Army. Jim is Vice President of the international consulting firm Business Consultants Network and specializes in large scale change efforts aimed at building a culture of collaboration within organizations.

 **Business Consultants Network, Inc.**

Jim Tamm, Vice President  
Business Consultants Network, Inc  
401 Marina Blvd.  
South San Francisco CA, 94080

1-800-462-5874  
[JimTamm@RadicalCollaboration.com](mailto:JimTamm@RadicalCollaboration.com)  
[www.RadicalCollaboration.com](http://www.RadicalCollaboration.com)

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# RADICAL COLLABORATION®

## Five Essential Skills to Overcome Defensiveness and Build Successful Relationships

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"True collaboration begins inside the individual, not the organization."

Radical Collaboration can dramatically improve your effectiveness when working with others. It presents the five essential skills for building successful collaborative relationships.

Explore the table of contents, read about the supporting research and see what others are saying about the book. Sign up for monthly Collaboration Tips and check to see how our training programs can help you and your organization improve your bottom line through collaborative skills.

"The ideas and tools offered in this book can make a powerful difference in any relationship."

*-William Hobgood, former Assistant Secretary of Labor*

"The book clearly and simply teaches the five skills critical to building effective working relationships so EVERYBODY wins."

*-Soledad O'Brien, CNN American Morning*

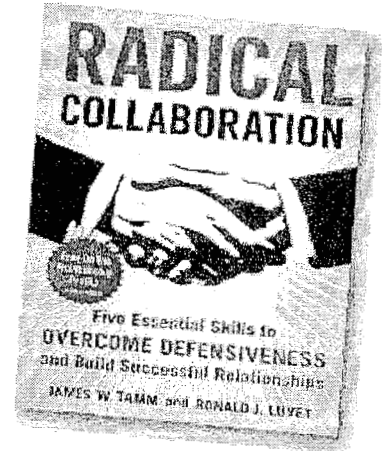
Jim Tamm recently spoke with Jan Schleicher, host of Inside Business Success. [Click here to listen to the interview.](#)

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"ACE RELATIONSHIP BUILDERS"  
- Fast Company Magazine

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
CYNTHIA A. CUMMINGS AS BUS OPERATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Cynthia A. Cummings to serve in the position of Bus Operator, and

**WHEREAS**, Cynthia A. Cummings served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of August 10, 1987 to November 10, 2007, and

**WHEREAS**, Cynthia A. Cummings provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Cynthia A. Cummings served the Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the citizens of Santa Cruz County by Cynthia A. Cummings resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Cynthia A. Cummings' service METRO, expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Cynthia A. Cummings.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend

11.1



Cynthia A. Cummings for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be presented to Cynthia A. Cummings, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 16th day of November 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

11.2

**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 APPRECIATION FOR THE SERVICES OF  
CAROL MOORE AS BUS OPERATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Carol Moore to serve in the position of Bus Operator, and

**WHEREAS**, Carol Moore served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of January 13, 1997 to October 31, 2007, and

**WHEREAS**, Carol Moore provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Carol Moore served the Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the citizens of Santa Cruz County by Carol Moore resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Carol Moore's service METRO, expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Carol Moore.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Carol Moore for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

12.1

**BE IT FURTHER RESOLVED**, that a copy of this resolution be presented to Carol Moore, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 16th day of November 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