

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JANUARY 23, 2009 (Fourth Friday of Each Month)

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

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 p.m.

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. a. ROLL CALL
- b. CONSIDERATION OF:
 - 1) **NOMINATION AND ELECTION** OF DIRECTORS TO SERVE AS BOARD OFFICERS,
 - 2) **NOMINATION AND ELECTION** FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,
 - 3) **NOMINATION AND ELECTION** FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2009Presented by: Leslie R. White, General Manager
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2008
- 5-3. CONSIDERATION OF TORT CLAIMS: None
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 21, 2009 AND MINUTES OF NOVEMBER 19, 2008

- 5-5. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SC FUELS FOR DELIVERY OF CARB ULTRA LOW SULFUR DIESEL FUEL
- 5-6. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH FIRST CAPITOL AUCTION, INC. FOR PUBLIC AUCTION SERVICES
- 5-7. CONSIDERATION OF RESOLUTION DESIGNATING ASSISTANT FINANCE MANAGER TO CALTIP BOARD OF DIRECTORS AND MANAGER OF OPERATIONS AS DESIGNATED ALTERNATE
- 5-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR CONTINUING TO AUDIT THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER
- 5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2008
- 5-10. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER & OCTOBER 2008
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FOR APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER 2008 MEETING(S)
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SON TIRES, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWALS WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES AND STEVE'S UNION FOR PARACRUZ VEHICLE FUELING SERVICES
- 5-14. CONSIDERATION OF SERVICE REVISIONS FOR SPRING 2009
- 5-15. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 12 & 19, 2008

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: None

7. PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FY 2009 FEDERAL FUNDING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF GRANTS FOR FY 2009 FUNDS
Presented By: Angela Aitken, Finance Manager
PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.
8. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF EMILY REILLY AS A MEMBER OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Board Chair
9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ANDREWS INTERNATIONAL FOR SECURITY GUARD SERVICES
Presented By: Angela Aitken, Finance Manager
10. ACCEPT AND FILE REPORT ON SANTA CRUZ METRO BEING AWARDED THE FIRST ANNUAL DISABILITY SERVICE PROVIDER AWARD BY SPECIAL PARENTS INFORMATION NETWORK (SPIN) IN 2008
Presented By: Margaret Gallagher, District Counsel
11. CONSIDERATION OF APPROVAL OF A PRIORITIZED LIST OF PROJECTS TO SUBMIT TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR POTENTIAL ECONOMIC STIMULUS PROJECTS
Presented By: Angela Aitken, Finance Manager
12. CONSIDERATION OF AUTHORIZATION OF A PROVISIONAL LEAD MECHANIC POSITION FOR A MAXIMUM OF TWO YEARS OR UNTIL THE SECOND PHASE OF THE METROBASE MAINTENANCE FACILITY IS COMPLETE
Presented By: Robyn Slater, Human Resources Manager
13. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR FEBRUARY 27, 2009 – WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE
Presented By: Board Chair

ADJOURN

NOTICE TO PUBLIC

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009
TO: Board of Directors
FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF:
1) **NOMINATION AND ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
2) **NOMINATION AND ELECTION OF APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY, AND**
3) **NOMINATION AND ELECTION OF REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2009.**

I. RECOMMENDED ACTION

That the Board of Directors elect individuals to the positions Board Chair, Vice Chair, Representative and Alternate to the Highway 1 Construction Authority, Representatives and Alternates for the Santa Cruz County Regional Transportation Commission for 2009.

II. SUMMARY OF ISSUES

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually elect individuals to the positions of Chair and Vice Chair.
- It is necessary for the Board of Directors to elect an individual and an alternate to represent METRO on the Board of Directors of the Highway 1 Construction Authority (HCA).
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) it is necessary that the Board of Directors elect individuals to the three positions and three alternate positions that are provided for METRO.
- Elections for the positions referenced in this Staff Report are scheduled to be held at the beginning of the January 23, 2009 Board of Directors meeting.

III. DISCUSSION

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, HCA appointees, and SCCRTC appointees expire in January 2009. The METRO Bylaws provide that the Board of Directors shall identify nominees to be considered for election to the positions herein referenced.

1-b.1

Staff recommends that the Board of Directors elect members to the positions of Chair, Vice Chair, HCA appointee and alternate, and SCCRTC appointees and alternates. On January 9, 2009 the Board of Directors elected to defer the identification of nominees until all of the appointing bodies for Members of the METRO Board had made their appointments. In accordance with the METRO Bylaws, nominations remain open until the positions are filled through election. The election for the referenced positions is scheduled to be held on January 23, 2009.

IV. FINANCIAL CONSIDERATIONS

Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2008/2009 Operating Budget.

V. ATTACHMENTS

Attachment A: 2008 Board Officers and Appointments

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment A

2008 Board Officers and Appointments

Chair

Jan Beautz

Vice Chair

Dene Bustichi

HCA Representative

Marcela Tavantzis

HCA Alternate

Dene Bustichi

SCCRTC Representatives

Pat Spence

Marcela Tavantzis

Dene Bustichi

SCCRTC Alternates (in order)

Dale Skillicorn

Donald Hagen

Michelle Hinkle

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

DATE: 12/01/08 THRU 12/31/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
31078	12/18/08	-70.00	682	WEISS, AMY L.		7 23397	OCT INTERPRETER	-70.00	**VOID
31222	12/05/08	100.00	002069	A TOOL SHED, INC.		24149	OCT EQUIP RENTAL	100.00	
31223	12/05/08	237.87	001193	AA GLASS SHOP		7 24072	SERVICE/WTC	237.87	
31224	12/05/08	1,569.96	002509	ACCOMTEMP		23936	TEMP/OPS W/E 11/7	1,569.96	
31225	12/05/08	1,084.51	020	ADT SECURITY SERVICES INC.		24052	SERVICE/1200 B RIVER	160.09	
						24053	INSTALL/ 1200 RIVER	924.42	
31226	12/05/08	134.01	E636	AGUIRRE, CIRO		24166	10/4-10/8 EMP TRAVEL	134.01	
31227	12/05/08	658.42	E437	AITKEN, ANGELA		24086	08 HOLIDAY PARTY	350.00	
						24167	10/4-10/9 EMP TRAVEL	308.42	
31228	12/05/08	600.00	R538	ALLEN, WESLEY		24085	SETTLEMENT/RISK	600.00	
31229	12/05/08	186.49	002861	AMERICAN MESSAGING SVCS, LLC		24144	DEC PAGERS	186.49	
31230	12/05/08	49.11	294	ANDY'S AUTO SUPPLY		0 23996	OFFICE SUPPLIES/FLT	43.14	
						23997	OFFICE SUPPLIES	5.97	
31231	12/05/08	18,828.08	941	ASSURANT EMPLOYEE BENEFITS		24047	DEC LTD INS	18,828.08	
31232	12/05/08	1,289.11	001	AT&T		24151	OCT PHONES/138 GOLF	788.59	
						24152	OCT PHONES/138 GOLF	500.52	
31233	12/05/08	404.32	664	BAY COUNTIES PITCOCK PETROLEUM		23967	FUEL & LUBE	404.32	
31234	12/05/08	17.65	123	BAY PHOTO LAB		23868	PHOTO PROCESS/PT	7.73	
						23869	PHOTO PROCESS/PT	9.92	
31235	12/05/08	100.00	B003	BEAUTZ, JAN		7 24153	NOV BOARD MTGS	100.00	
31236	12/05/08	774.00	011	BEWLEYS CLEANING		7 24017	NOV JANITORIAL/PT	774.00	
31237	12/05/08	100.00	B018	BUSTICHI, DENE		7 24154	NOV BOARD MTGS	100.00	
31238	12/05/08	441,030.12	502	CA PUBLIC EMPLOYEES'		23963	DEC MEDICAL INS	441,030.12	
31239	12/05/08	195.00	002034	CARLON'S FIRE EXTINGUISHER		23926	PERMIT / EL DANDY	195.00	
31240	12/05/08	272.85	002627	CDW GOVERNMENT, INC.		23979	OFFICE SUPPLY/IT	272.85	
31241	12/05/08	106.34	002898	CEB		23805	CA MECH LIENS UPDATE	106.34	
31242	12/05/08	61.38	172	CENTRAL WELDER'S SUPPLY, INC.		23990	PARTS & SUPPLIES	61.38	
31243	12/05/08	672.00	002109	CITY OF SANTA CRUZ/PARKING		23970	7 PARKING PERMITS	672.00	
31244	12/05/08	50.70	667	CITY OF SCOTTS VALLEY		24022	9/15-11/15 KINGS VLG	50.70	
31245	12/05/08	2,100.58	130	CITY OF WATSONVILLE UTILITIES		24024	9/4-11/4 RODRIGUEZ	501.96	
						24040	CONTAINER/RODRIGUEZ	1,443.56	
						24041	9/4-11/4 RODRIGUEZ	87.66	
						24042	9/4-11/4 RODRIGUEZ	67.40	
31246	12/05/08	100.00	B014	CITY OF WATSONVILLE		24162	NOV BOARD MTGS	100.00	
31247	12/05/08	500.00	001113	CLARKE, SUSAN		7 23943	EXT BUS ANNOUNC/AUD	500.00	
31248	12/05/08	9,293.98	909	CLASSIC GRAPHICS		23747	OUT RPR #9829	4,602.04	
						24001	OUT RPR # 9807	4,691.94	
31249	12/05/08	59,306.30	001124	CLEAN ENERGY		23933	NOV LNG/FLT	16,842.67	
						24073	11/18-11/21 LNG/FLT	18,129.80	
						24074	11/9-11/15 LNG/FLT	24,333.83	
31250	12/05/08	175.77	075	COAST PAPER & SUPPLY INC.		23962	PARTS & SUPPLIES	175.77	
31251	12/05/08	67,032.08	002569	COMERICA BANK		24173	WORK COMP FUND	67,032.08	
31252	12/05/08	84.27	002063	COSTCO		23937	PHOTO PROCESS/OPS	2.53	
						23938	PHOTO PROCESS/OPS	6.36	
						23939	PHOTO PROCESS/OPS	4.67	
						23940	PHOTO PROCESS/OPS	5.05	
						23941	OFFICE SUPPLY/OPS	49.44	
						23946	LOCAL MTG EXP	16.22	
31253	12/05/08	10.95	418	COUNTY OF SANTA CRUZ		23932	OCT CNG	10.95	
31254	12/05/08	773.57	504	CUMMINS WEST, INC.		24032	REV VEH PARTS	70.03	

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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						24033	REV VEH PARTS	83.96	
						24034	CREDIT NOTE	-83.96	
						24050	REV VEH PARTS	80.53	
						24051	REV VEH PARTS	286.41	
						24132	REV VEH PARTS	22.72	
						24141	REV VEH PARTS	313.88	
31255	12/05/08	41,445.02	800	DELTA DENTAL PLAN		23974	DEC DENTAL	41,445.02	
31257	12/05/08	1,070.00	916	DOCTORS ON DUTY		24090	DRUG TEST	30.00	
						24091	DRUG TEST	35.00	
						24092	DRUG TEST	5.00	
						24093	DRUG TEST	30.00	
						24094	DRUG TEST	5.00	
						24095	DRUG TEST	30.00	
						24096	DRUG TEST	35.00	
						24097	DRUG TEST	5.00	
						24098	DRUG TEST	30.00	
						24099	DRUG TEST	5.00	
						24100	DRUG TEST	30.00	
						24101	DRUG TEST	5.00	
						24102	DRUG TEST	30.00	
						24103	DRUG TEST	5.00	
						24104	DRUG TEST	30.00	
						24105	DRUG TEST	5.00	
						24106	DRUG TEST	30.00	
						24107	DRUG TEST	5.00	
						24108	DRUG TEST	30.00	
						24109	DRUG TEST	5.00	
						24110	DRUG TEST	30.00	
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						24112	DRUG TEST	30.00	
						24113	DRUG TEST	5.00	
						24114	DRUG TEST	30.00	
						24115	DRUG TEST	5.00	
						24116	DRUG TEST	30.00	
						24117	DRUG TEST	35.00	
						24118	DRUG TEST	5.00	
						24119	DRUG TEST	120.00	
						24120	DRUG TEST	5.00	
						24121	DRUG TEST	30.00	
						24122	DRUG TEST	5.00	
						24123	DRUG TEST	30.00	
						24124	DRUG TEST	5.00	
						24125	DRUG TEST	120.00	
						24126	DRUG TEST	5.00	
						24127	DRUG TEST	120.00	
						24128	DRUG TEST	30.00	
						24129	DRUG TEST	35.00	
						24130	DRUG TEST	5.00	
31258	12/05/08	300.00	001148	DOMHOFF, JOEL		24175	08 HOLIDAY PARTY DJ	300.00	
31259	12/05/08	73.25	298	ERGOMETRICS		23975	SCORING SERVICES	73.25	

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31260	12/05/08	1,692.25	001492	EVERGREEN OIL INC.		24079	HAZ WASTE DISP	1,461.00	
						24080	HAZ WASTE DISP	106.25	
						24081	HAZ WASTE DISP	125.00	
31261	12/05/08	60.01	372	FEDERAL EXPRESS		23965	OCT-NOV MAIL	60.01	
31262	12/05/08	56.23	E323	GALE, TERRY		24165	10/6-10/8 EMP TRAVEL	56.23	
31263	12/05/08	1,478.32	117	GILLIG LLC		23818	REV VEH PARTS	963.70	
						24054	REV VEH PARTS	448.50	
						24055	REV VEH PARTS	66.12	
31264	12/05/08	379.83	001039	GRAFFITI REMOVAL, INC.		24057	REV VEH PARTS	379.83	
31265	12/05/08	605.22	282	GRAINGER		24056	REV VEH PARTS	294.91	
						24078	REPAIRS/MAINTENANCE	78.12	
						24133	PARTS & SUPPLIES	44.43	
						24142	REPAIRS/MAINTENANCE	187.76	
31266	12/05/08	93.43	546	GRANITEROCK COMPANY		24076	REPAIRS/MAINTENANCE	53.39	
						24077	REPAIRS/MAINTENANCE	40.04	
31267	12/05/08	100.00	B021	HAGEN, DONALD N.	7	24155	NOV BOARD MTGS	100.00	
31268	12/05/08	3,766.79	001745	HARTFORD LIFE AND ACCIDENT INS		23964	DEC LIFE/AD&D INS	3,766.79	
31269	12/05/08	50.00	B006	HINKLE, MICHELLE	7	24156	NOV BOARD MTGS	50.00	
31270	12/05/08	1,185.00	575	JAQUA OF CALIFORNIA		24075	REPAIRS/MAINTENANCE	1,185.00	
31271	12/05/08	2,076.00	878	KELLY SERVICES, INC.		24020	TEMP/FLT W/E 11/09	504.00	
						24021	TEMP/FLT W/E 11/16	744.00	
						24150	TEMP/FLT W/E 11/23	828.00	
31272	12/05/08	37.48	036	KELLY-MOORE PAINT CO., INC.		24015	REPAIRS/MAINTENANCE	37.48	
31273	12/05/08	37.43	074	KENVILLE LOCKSMITHS	7	23809	REPAIRS/MAINTENANCE	9.98	
						24012	REPAIRS/MAINTENANCE	12.48	
						24013	REPAIRS/MAINTENANCE	14.97	
31274	12/05/08	3,417.34	001233	KIMBALL MIDWEST		23846	PARTS & SUPPLIES	71.03	
						23847	REV VEH PARTS	298.80	
						23953	PARTS & SUPPLIES	2,874.00	
						24058	PARTS & SUPPLIES	173.51	
31275	12/05/08	366.55	039	KINKO'S INC.		23934	PRINTING/OPS	264.27	
						23935	PRINTING/OPS	102.28	
31276	12/05/08	198.00	E635	KINSLOW, DEBBIE		23972	11/24 EMP TRAVEL	198.00	
31277	12/05/08	495.00	852	LAW OFFICES OF MARIE F. SANG	7	24087	WORKERS COMP CLAIM	345.00	
						24088	WORKERS COMP CLAIM	150.00	
31278	12/05/08	34.72	040	LENZ ARTS, INC.		24016	REPAIRS/MAINTENANCE	34.72	
31279	12/05/08	834.60	001145	MANAGED HEALTH NETWORK		24049	DEC EAP PREMIUM	834.60	
31280	12/05/08	44.00	E518	MARCUS, STEVEN		23945	DMV FEES	44.00	
31281	12/05/08	44.00	E510	MENDOZA, URIEL		23944	DMV FEES	44.00	
31282	12/05/08	1,797.42	001052	MID VALLEY SUPPLY		23814	CLEANING SUPPLIES	583.73	
						23820	CLEANING SUPPLIES	349.59	
						23821	CLEANING SUPPLIES	275.33	
						24018	CLEANING SUPPLIES	193.84	
						24019	CLEANING SUPPLIES	394.93	
31283	12/05/08	933.81	041	MISSION UNIFORM		23749	UNIF/LAUNDRY/FAC	65.30	
						23778	UNIF/LAUNDRY/FLT	50.60	
						23779	UNIF/LAUNDRY/FLT	127.26	
						23780	UNIF/LAUNDRY/FLT	43.26	
						23781	UNIF/LAUNDRY/FLT	273.68	
						23930	UNIF/LAUNDRY/FAC	69.60	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 12/01/08 THRU 12/31/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						23947	UNIF/LAUNDRY/FLT	24.46	
						23948	UNIF/LAUNDRY/FLT	44.29	
						23949	UNIF/LAUNDRY/FLT	43.26	
						23950	UNIF/LAUNDRY/FLT	192.10	
31284	12/05/08	45,717.82	001225	NATIONAL SECURITY SERVICE		23968	OCT SECURITY	16,811.17	
						23969	SEPT SECURITY	14,255.21	
						23981	OCTOBER SECURITY	5,624.00	
						23982	OCTOBER SECURITY	4,144.00	
						23983	OCTOBER SECURITY	1,628.00	
						23984	OCTOBER SECURITY	1,332.00	
						23985	OCTOBER SECURITY	1,923.44	
31285	12/05/08	100.00	B020	NICOL, KIRBY	7	24157	NOV BOARD MTGS	100.00	
31286	12/05/08	122.17	004	NORTH BAY FORD LINC-MERCURY		23870	REV VEH PARTS	137.65	
						24137	CREDIT NOTE	-15.48	
31287	12/05/08	1,604.96	009	PACIFIC GAS & ELECTRIC		24131	10/4-11/3 KINGS VLG	14.30	
						24145	10/24-11/22 RIVER	93.44	
						24146	10/24-11/22 RIVER	1,433.21	
						24147	10/24-11/22 RIVER	64.01	
31288	12/05/08	870.98	043	PALACE ART & OFFICE SUPPLY		23942	OFFICE SUPPLY/OPS	835.67	
						24014	OFFICE SUPPLIES/FAC	35.31	
31289	12/05/08	494.00	481	PIED PIPER EXTERMINATORS, INC.		24009	NOV PEST CONTROL	183.00	
						24010	NOV PEST CONTROL	241.00	
						24068	NOV PEST CONTROL	70.00	
31290	12/05/08	146.48	050	PITNEY BOWES INC.		24048	1/09-3/09 RENTAL/MTC	146.48	
31291	12/05/08	4,559.78	001149	PREFERRED PLUMBING, INC.		23928	NOV SVC/920 PACIFIC	1,294.00	
						23929	NOV SVC/920 PACIFIC	3,265.78	
31292	12/05/08	3,221.58	156	PRINT GALLERY, THE		24046	PRINTING/MTC	3,221.58	
31293	12/05/08	169.26	882	PRINT SHOP SANTA CRUZ	7	23988	OFFICE SUPPLY/FIN	169.26	
31294	12/05/08	871.57	107A	PROBUILD		23745	PARTS & SUPPLIES	104.38	
						23746	PARTS & SUPPLIES	69.99	
						23808	REPAIRS/MAINTENANCE	68.31	
						23931	REPAIRS/MAINTENANCE	29.27	
						23956	REPAIRS/MAINTENANCE	46.80	
						24003	REPAIRS/MAINTENANCE	38.99	
						24004	REPAIRS/MAINTENANCE	2.32	
						24005	REPAIRS/MAINTENANCE	415.60	
						24006	REPAIRS/MAINTENANCE	60.78	
						24007	REPAIRS/MAINTENANCE	35.13	
31295	12/05/08	241.32	061A	REGISTER PAJARONIAN		23986	CLASS ADV-FINANCE	123.12	
						23987	CLASS ADV-FINANCE	118.20	
31296	12/05/08	100.00	B011	REILLY, EMILY	7	24158	NOV BOARD MTGS	100.00	
31297	12/05/08	100.00	B015	ROTKIN, MIKE	7	24159	NOV BOARD MTGS	100.00	
31298	12/05/08	33,089.15	966	S.C. FUELS	0	23927	NOV DIESEL/FLT	16,476.52	
						23954	NOV DIESEL/FLT	16,612.63	
31299	12/05/08	692.46	002910	SAGE SOFTWARE, INC.		23980	SUPPORT/UPGRADES	692.46	
31300	12/05/08	272.65	018	SALINAS VALLEY FORD SALES		24135	REV VEH PARTS	272.65	
31301	12/05/08	868.78	135	SANTA CRUZ AUTO PARTS, INC.		23777	REV VEH PARTS	70.26	
						23816	PARTS & SUPPLIE	143.37	
						23839	REV VEH PARTS	239.97	
						23841	PARTS & SUPPLIES	6.60	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						23925	EMP TOOL	47.72	
						23951	PARTS & SUPPLIES	49.44	
						23998	PARTS & SUPPLIES	34.32	
						23999	EMP TOOL	115.00	
						24000	REV VEH PARTS	162.10	
31302	12/05/08	130.52	848	SANTA CRUZ ELECTRONICS, INC.		23976	OFFICE SUPPLY/IT	48.55	
						23977	OFFICE SUPPLY/IT	10.80	
						23978	OFFICE SUPPLY/IT	71.17	
31303	12/05/08	10,802.82	079	SANTA CRUZ MUNICIPAL UTILITIES		24023	10/24-11/18 GOLF CLB	116.33	
						24025	10/21-11/18 VERNON	403.34	
						24026	10/21-11/18 RIVER	245.22	
						24027	10/21-11/18 DUBOIS	122.14	
						24028	10/21-11/18 RIVER	1,505.78	
						24029	10/21-11/18 GOLF CLB	994.37	
						24030	10/21-11/18 VERNON	83.31	
						24031	10/21-11/18 RIVER	2,796.08	
						24035	10/21-11/18 DUBOIS	387.32	
						24036	10/21-11/18 ENCINAL	277.98	
						24037	10/21-11/18 CEDAR	863.33	
						24038	10/21-11/19 PACIFIC	2,666.04	
						24039	10/21-11/19 PACIFIC	104.64	
						24148	9/24-11/21 RESEARCH	236.94	
31304	12/05/08	2,500.00	002267	SHAW & YODER, INC.		23973	NOV LEGISLATIVE SVC	2,500.00	
31305	12/05/08	534.60	115	SNAP-ON INDUSTRIAL		23991	EMP TOOLS	139.09	
						24082	EMP TOOLS	115.29	
						24083	SMALL TOOLS	280.22	
31306	12/05/08	555.32	001232	SPECIALIZED AUTO AND		23871	OUT RPR # 318	394.24	
						23872	OUT RPR # 306	161.08	
31307	12/05/08	100.00	B012	SPENCE, PAT	7	24160	NOV BOARD MTGS	100.00	
31308	12/05/08	50.00	B017	STONE, MARK	7	24161	NOV BOARD MTGS	50.00	
31309	12/05/08	2,707.41	002805	TELEPATH CORPORATION		24044	OUT RPR & MAINT	2,707.41	
31310	12/05/08	301.00	002675	THOMSON-WEST BARCLAYS		23952	MOTOR VEHICLES U.S.	301.00	
31311	12/05/08	73.88	007	UNITED PARCEL SERVICE		24002	FRT OUT/FLT	25.02	
						24071	FRT OUT /FLT	48.86	
31312	12/05/08	41,418.64	002829	VALLEY POWER SYSTEMS, INC.		23957	REV VEH PARTS	5,746.51	
						23958	CREDIT NOTE	-5,746.51	
						23959	REV VEH PARTS	5,312.16	
						23960	REV VEH PARTS	64.30	
						23961	CREDIT NOTE	-31.00	
						24060	REV VEH PARTS	1,491.44	
						24061	REV VEH PARTS	433.60	
						24062	REV VEH PARTS	105.01	
						24063	REV VEH PARTS	1,551.72	
						24064	REV VEH PARTS	894.95	
						24065	CONV MUFFLER # 141	2,329.42	
						24066	REMAN ENG # 141	29,225.46	
						24134	PARTS & SUPPLIES	41.58	
31313	12/05/08	333.60	221	VEHICLE MAINTENANCE PROGRAM		24059	REV VEH PARTS	333.60	
31314	12/05/08	53.63	434B	VERIZON CALIFORNIA		24045	MT BIEWLASKI	53.63	
31315	12/05/08	100.86	434	VERIZON WIRELESS	0	23989	2 WIRELESS PC CARDS	100.86	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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31316	12/05/08	11,467.50	001043	VISION SERVICE PLAN		23971	DEC VISION INS	11,467.50	
31317	12/05/08	2,490.00	002654	VNA OF SANTA CRUZ	7	23966	OCT FLU SHOTS	2,490.00	
31318	12/05/08	70.00	682	WEISS, AMY L.	7	24164	NOV INTERPRETER	70.00	
31319	12/05/08	459.52	002028	WESTCOAST LEGAL SERVICE	7	24168	PROF SVCS / RISK	74.65	
						24169	PROF SVCS / RISK	74.65	
						24170	PROF SVCS / RISK	74.65	
						24171	PROF SVCS / RISK	74.65	
						24172	PROF SVCS / RISK	160.92	
31320	12/05/08	1,865.30	001506	WESTERN STATES OIL CO., INC.		23955	FUEL & LUBE	948.73	
						24140	FUEL & LUBE	935.28	
							DISCOUNT TAKEN	-18.71	
31321	12/05/08	172.30	147	ZEE MEDICAL SERVICE CO.		24011	SAFETY SUPPLIES	172.30	
31322M	12/09/08	15,599.99	977	SANTA CRUZ TRANSPORTATION, LLC	7	24176	OCT PT SERVICES	15,599.99	VOIDED
31322M	12/18/08	-15,599.99	977	SANTA CRUZ TRANSPORTATION, LLC	7	24176	OCT PT SERVICES	-15,599.99	**VOID
31323M	12/09/08	15,599.99	977	SANTA CRUZ TRANSPORTATION, LLC	7	24177	OCT PT SERVICES	15,599.99	MANUAL
31324	12/19/08	533.44	002069	A TOOL SHED, INC.		24457	12/8 RENTAL/GOLF CLB	533.44	
31325	12/19/08	591.43	001193	AA GLASS SHOP	7	24403	REPAIRS/MAINTENANCE	457.94	
						24404	SVC/SVTC	133.49	
31326	12/19/08	950.08	001263	ABBOTT STREET RADIATOR, INC.		24334	OUT RPR # 9807	475.04	
						24394	OUT RPR # 9814	475.04	
31327	12/19/08	6,605.58	002509	ACCUUNTEMP		24256	TEMP/OPS W/E 11/14	1,949.10	
						24257	TEMP/OPS W/E 11/21	1,901.04	
						24300	TEMP/OPS W/E 11/28	1,345.68	
						24301	TEMP/OPS W/E 12/05	1,409.76	
31328	12/19/08	461.11	020	ADT SECURITY SERVICES INC.		24410	1/09-12-09 ANNUAL	114.95	
						24411	JAN ALARMS	64.46	
						24412	JAN ALARMS	61.90	
						24413	JAN ALARMS	42.71	
						24414	JAN ALARMS	83.77	
						24415	JAN ALARMS	46.66	
						24416	JAN ALARMS	46.66	
31329	12/19/08	1,326.00	382	AIRTEC SERVICE		24179	11/13/08 SERVICE/WTC	340.00	
						24180	11/12/08 SERVICE/PS	375.00	
						24422	SERVICE/ENCINAL	611.00	
31330	12/19/08	250.00	E437	AITKEN, ANGELA		24399	08 HOLIDAY RAFFLE	250.00	
31331	12/19/08	730.00	001016	ALLARD'S SEPTIC SERVICE	7	24280	HAZ WAST DISP	365.00	
						24281	HAZ WASTE DISP	365.00	
31332	12/19/08	15.00	359	AMERICAN MEDICAL RESPONSE WEST		24459	MAY 08 RESEARCH	15.00	
31333	12/19/08	396.42	001	AT&T		24417	DEC REPEATERS/OPS	396.42	
31334	12/19/08	3,776.66	001B	AT&T/MCI		24284	OCT PHONES	3,776.66	
31335	12/19/08	828.59	876	ATCHISON, BARISONE, CONDOTTI &	7	24458	LEGAL SVCS/425 FRONT	828.59	
31336	12/19/08	89.00	001856	BAY COMMUNICATIONS	7	24290	SVC/ADM/VERNON	89.00	
31337	12/19/08	6,452.59	664	BAY COUNTIES PITCOCK PETROLEUM		24202	NOV FUEL & LUBE	6,452.59	
31338	12/19/08	960.00	011	BEWLEYS CLEANING	7	24200	SERVICE/1217 RIVER	960.00	
31339	12/19/08	70.31	034	BLUEPRINT EXPRESS	7	24391	PRINTING/FAC	70.31	
31340	12/19/08	13,500.00	616	BROWN ARMSTRONG		24398	08 AUDIT SERVICES	13,500.00	
31341	12/19/08	2,424.32	002189	BUS & EQUIPMENT		24240	REV VEH PARTS	558.62	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						24241	REV VEH PARTS	225.83	
						24242	REV VEH PARTS	221.70	
						24243	REV VEH PARTS	272.81	
						24244	REV VEH PARTS	443.86	
						24298	REV VEH PARTS	85.02	
						24379	REV VEH PARTS	329.87	
						24380	REV VEH PARTS	90.91	
						24381	REV VEH PARTS	168.02	
						24382	REV VEH PARTS	27.68	
31342	12/19/08	13,549.00	694	CALIFORNIA TRANSIT ASSOC.		24400	2009 ANNUAL DUES	13,549.00	
31343	12/19/08	89.50	002898	CEB		24408	CA WORKERS 08 UPDATE	89.50	
31344	12/19/08	10.80	172	CENTRAL WELDER'S SUPPLY, INC.		24389	CYLINDER RENTAL	10.80	
31345	12/19/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		24089	DEC LEGISLATIVE SVC	5,000.00	
31346	12/19/08	8.00	T174	CHRISTIERTSON, ERIC V.		24291	REFUND \$10-\$2 FARE	8.00	
31347	12/19/08	10.63	130	CITY OF WATSONVILLE UTILITIES		24330	11/1-12/1 RODRIGUEZ	10.63	
31348	12/19/08	4,685.25	909	CLASSIC GRAPHICS		24396	OUT RPR # 9829	4,685.25	
31349	12/19/08	45,578.32	001124	CLEAN ENERGY		24203	11/28 LNG/FLT	9,155.33	
						24204	11/24 LNG/FLT	8,937.15	
						24423	DEC LNG/FLT	17,922.36	
						24424	DEC LNG/FLT	9,563.48	
31350	12/19/08	51,176.92	002569	COMERICA BANK		24174	WORK COMP FUND	51,176.92	
31351	12/19/08	39.09	002063	COSTCO		24305	PHOTO PROCESS/OPS	7.70	
						24306	PHOTO PROCESS/OPS	8.90	
						24307	PHOTO PROCESS/OPS	1.71	
						24308	PHOTO PROCESS/OPS	2.53	
						24309	PHOTO PROCESS/OPS	4.84	
						24352	PHOTO PROCESS/OPS	5.83	
						24353	PHOTO PROCESS/OPS	2.20	
						24354	PHOTO PROCESS/OPS	2.20	
						24355	PHOTO PROCESS/OPS	3.18	
31352	12/19/08	1,086.98	001048	CRUZ CAR WASH		24239	OUT RPR REV VEH	1,086.98	
31353	12/19/08	3.53	504	CUMMINS WEST, INC.		24420	REV VEH PARTS	73.56	
						24421	CREDIT NOTE	-70.03	
31354	12/19/08	201.42	001000	DAIMLER BUSES N. AMERICA INC.		24255	REV VEH PARTS	201.42	
31355	12/19/08	1,651.46	753	DEPARTMENT OF GENERAL SERVICES		24405	PURCHASE FEES	1,696.79	
						24438	CREDIT NOTE	-45.33	
31356	12/19/08	1,654.06	001316	DEVCO OIL		24293	11/15-11/30 FUEL/FLT	1,654.06	
31357	12/19/08	1,426.78	480	DIESEL MARINE ELECTRIC, INC.		24333	REV VEH PARTS	1,426.78	
31359	12/19/08	16,320.50	085	DIXON & SON TIRE, INC.		24207	TIRES & TUBES	845.79	
						24208	TIRES & TUBES	1,305.14	
						24209	TIRES & TUBES	696.75	
						24210	TIRES & TUBES	1,305.14	
						24211	TIRES & TUBES	843.42	
						24212	TIRES & TUBES	696.75	
						24213	TIRES & TUBES	844.20	
						24214	TIRES & TUBES	422.89	
						24215	TIRES & TUBES	464.50	
						24216	TIRES & TUBES	422.10	
						24217	TIRES & TUBES	659.02	
						24218	TIRES & TUBES	174.60	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						24219	TIRES & TUBES	120.90	
						24220	TIRES & TUBES	839.34	
						24221	TIRES & TUBES	1,647.54	
						24222	TIRES & TUBES	978.86	
						24223	TIRES & TUBES	1,055.25	
						24224	TIRES & TUBES	428.54	
						24225	TIRES & TUBES	696.75	
						24226	TIRES & TUBES	33.00	
						24227	TIRES & TUBES	15.00	
						24228	TIRES & TUBES	33.00	
						24229	TIRES & TUBES	74.40	
						24230	TIRES & TUBES	93.00	
						24231	TIRES & TUBES	99.00	
						24232	TIRES & TUBES	87.30	
						24233	TIRES & TUBES	33.00	
						24234	TIRES & TUBES	33.00	
						24235	TIRES & TUBES	414.21	
						24236	TIRES & TUBES	505.59	
						24237	TIRES & TUBES	328.14	
						24238	TIRES & TUBES	15.00	
						24378	TIRES & TUBES	109.38	
31360	12/19/08	500.00	002862	ECOLOGICAL CONCERNS INC.		24447	WATER DRAINAGE/ME	500.00	
31361	12/19/08	249.00	861	EMPLOYER RESOURCE INSTITUTE		24310	CA EMP ADVISOR/RENEW	249.00	
31362	12/19/08	67.40	298	ERGOMETRICS		24384	SCORING SERVICES	67.40	
31363	12/19/08	360.50	001492	EVERGREEN OIL INC.		24289	HAZ WASTE DISP	137.50	
						24406	HAZ WASTE DISP	223.00	
31364	12/19/08	900.00	432	EXPRESS EMPLOYMENT PROS		24439	TEMP/FLT W/E 12/7	900.00	
31365	12/19/08	165.00	002295	FIRST ALARM		24444	PROF/TECH SVCS	165.00	
31366	12/19/08	6,765.25	001158	FRICKE PARKS PRESS INC		24295	NOV PRINTING/MTC	6,765.25	
31367	12/19/08	13.75	001199	GHARAHGOZLOO, ALI		24455	CHANGE FUND/JESSICA	13.75	
31368	12/19/08	3,853.12	117	GILLIG LLC		24331	REV VEH PARTS	184.06	
						24342	REV VEH PARTS	1,793.98	
						24387	REV VEH PARTS	1,714.30	
						24388	REV VEH PARTS	160.78	
31369	12/19/08	473.02	001097	GREENWASTE RECOVERY, INC.		24335	NOV GARB/GREEN VLY	17.50	
						24336	NOV GARB/RESEARCH	210.52	
						24337	NOV GARB/KINGS VLG	174.55	
						24338	NOV GARB/KINGS VLG	70.45	
31370	12/19/08	108,167.51	001035	HARRIS & ASSOCIATES		24453	SVC THRU 10/31 MB	60,974.75	
						24460	SVC THRU 11/30 MB	47,002.76	
						24466	SVC THRU 11/30 MB	190.00	
31371	12/19/08	6,773.00	001144	HARTFORD INSURANCE CO		23807	1/09-1/10 FLOOD INS	6,773.00	
31372	12/19/08	89.87	510A	HASLER, INC.		24383	1/01-1/31 RENTAL/PT	41.04	
						24448	JAN POSTAGE/ADM	48.83	
31373	12/19/08	65.45	E021	HILTNER, THOMAS		24260	OFFICE SUPPLIES	21.13	
						24261	COPIES/JARC SVC PLN	44.32	
31374	12/19/08	29,548.30	002116	HINSHAW, EDWARD & BARBARA	7	24265	370 ENCINAL RENT	29,548.30	
31375	12/19/08	508.15	210	HOLIDAY MUFFLER AND BRAKES		24365	OUT RPR REV VEH	508.15	
31376	12/19/08	32.56	166	HOSE SHOP, THE		24393	PARTS & SUPPLIES	32.56	
31377	12/19/08	247.58	215	IKON OFFICE SOLUTIONS		24450	10/17-11/19 MAIN/ADM	247.58	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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31378	12/19/08	15,308.20	002117	IULIANO	7	24266	111 DUBOIS RENT	12,036.59	
						24269	115 DUBOIS RENT	3,271.61	
31379	12/19/08	10.00	E345	JACINTO, FRANK		24259	DMV FEES	10.00	
31380	12/19/08	2,820.54	110	JESSICA GROCERY STORE, INC.		24270	CUSTODIAL SVCS	2,820.54	
31381	12/19/08	75.52	220	JONES COMPANY, THE ED		24303	UNIF/LAUNDRY/OPS	75.52	
31382	12/19/08	4,569.00	878	KELLY SERVICES, INC.		24262	TEMP/OPS W/E 11/02	1,920.00	
						24263	TEMP/OPS W/E 11/09	744.00	
						24264	TEMP/OPS W/E 11/16	969.00	
						24299	TEMP/OPS W/E 11/30	576.00	
						24419	TEMP/FLT W/E 12/07	360.00	
31383	12/19/08	63.77	036	KELLY-MOORE PAINT CO., INC.		24392	REPAIRS/MAINTENANCE	63.77	
31384	12/19/08	23.20	167	KEYSTON BROTHERS		24332	OTH MOB SUPPLIES	23.20	
31385	12/19/08	421.46	001233	KIMBALL MIDWEST		24341	REV VEH PARTS	421.46	
31386	12/19/08	1,338.83	039	KINKO'S INC.		24356	DEC PRINTING/MTC	362.82	
						24357	DEC PRINTING/MTC	427.50	
						24358	PRINTING/OPS	548.51	
31387	12/19/08	269.50	001093	KROLL LABORATORY SPECIALISTS		24287	OCT/NOV DRUG TESTS	269.50	
31388	12/19/08	900.00	852	LAW OFFICES OF MARIE F. SANG	7	24282	WORKERS COMP CLAIM	900.00	
31389	12/19/08	30.00	880	LEXISNEXIS		24385	PROF/TECH SVC/RISK	30.00	
31390	12/19/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	24268	CAPITOLA MALL RENT	1,407.05	
31391	12/19/08	75.00	E048	MARTINEZ, MARK		24302	MEDICAL EXAM	75.00	
31392	12/19/08	300.00	001247	MASTER STEAM SERVICES	7	24288	SVC/EL DANDY	300.00	
31393	12/19/08	650.00	764	MERCURY METALS		24253	OUT RPR REV VEH	650.00	
31394	12/19/08	1,246.92	041	MISSION UNIFORM		23992	UNIF/LAUNDRY/FLT	299.17	
						23993	UNIF/LAUNDRY/FLT	50.60	
						23994	UNIF/LAUNDRY/FLT	127.26	
						23995	UNIF/LAUNDRY/FLT	43.26	
						24008	UNIF/LAUNDRY/FAC	67.89	
						24323	UNIF/LAUNDRY/FLT	127.26	
						24324	UNIF/LAUNDRY/FLT	299.17	
						24325	UNIF/LAUNDRY/FAC	69.60	
						24326	UNIF/LAUNDRY/FLT	50.60	
						24327	UNIF/LAUNDRY/FLT	43.26	
						24328	UNIF/LAUNDRY/PT	35.42	
						24329	UNIF/LAUNDRY/PT	33.43	
31395	12/19/08	14,571.90	001225	NATIONAL SECURITY SERVICE		24429	NOV SECURITY	5,476.00	
						24430	NOV SECURITY	3,552.00	
						24431	NOV SECURITY	1,961.00	
						24432	NOV SECURITY	1,628.00	
						24433	NOV SECURITY	1,954.90	
31396	12/19/08	1,381.30	002721	NEXTEL COMMUNICATIONS		24366	NOV PHONES/PT	1,381.30	
31397	12/19/08	956.07	004	NORTH BAY FORD LINC-MERCURY		24136	REV VEH PARTS	15.48	
						24138	REV VEH PARTS	7.23	
						24361	REV VEH PARTS	23.72	
						24364	OUT RPR REV VEH	909.64	
31398	12/19/08	14,842.00	001176	NORTHSTAR, INC.		24201	NOV MAINT/LCNG RIVER	14,842.00	
31399	12/19/08	250.00	002385	OPTIMUM BUSINESS SERVICES, INC 0		24456	MOVE COPIER TO GOLF	250.00	
31400	12/19/08	108.25	001002	ORACLE CORPORATION		23738	SUPPORT/UPDATE	108.25	
31401	12/19/08	14,133.22	009	PACIFIC GAS & ELECTRIC		24178	10/24-11/24 115 DUB	167.63	
						24181	10/24-11/24 115 DUB	15.18	

5-1.9

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

DATE: 12/01/08 THRU 12/31/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						24182	10/24-11/22 ENCINAL	2,775.10	
						24183	10/24-11/22 110 VERN	1,552.60	
						24184	10/24-11/24 115 DUB	17.85	
						24277	10/29-11/26 PACIFIC	1,781.51	
						24278	10/24-11/24 DUBOIS	4,618.41	
						24286	11/4-12/4 KINGS VLG	28.60	
						24401	10/23-12/4 RODRIGUEZ	2,162.22	
						24418	NOV PHONES/RESEARCH	1,014.12	
31402	12/19/08	140.36	002809	PACIFIC PROPANE		24304	12/3 EQUIP RENTAL	140.36	
31403	12/19/08	1,336.78	043	PALACE ART & OFFICE SUPPLY		24084	OFFICE SUPPLIES/FIN	373.41	
						24163	OFFICE SUPPLY/ADM	455.57	
						24297	OFFICE SUPPLY/OPS	154.07	
						24345	OFFICE SUPPLY/FIN	32.65	
						24348	OFFICE SUPPLY/MTC	265.97	
						24349	OFFICE SUPPLY/MTC	17.89	
						24350	OFFICE SUPPLY/MTC	22.04	
						24351	CREDIT MEMO	-16.26	
						24454	OFFICE SUPPLY/ADM	31.44	
31404	12/19/08	887.00	950	PARADISE LANDSCAPE INC	0	24386	DEC MAINTENANCE	887.00	
31405	12/19/08	1,525.32	002823	PAT PIRAS CONSULTING	7	24443	PROF SVCS /PT	1,525.32	
31406	12/19/08	1,019.50	481	PIED PIPER EXTERMINATORS, INC.		24271	NOV PEST CONTROL	53.00	
						24272	NOV PEST CONTROL	48.50	
						24273	NOV PEST CONTROL	48.50	
						24319	SVC/DUBOIS	225.50	
						24320	DEC PEST CONTROL	241.00	
						24321	DEC PEST CONTROL	183.00	
						24434	DEC PEST CONTROL	53.00	
						24435	DEC PEST CONTROL	48.50	
						24436	DEC PEST CONTROL	70.00	
						24437	DEC PEST CONTROL	48.50	
31407	12/19/08	797.00	001149	PREFERRED PLUMBING, INC.		24402	SVC/CAFE LENA	797.00	
31408	12/19/08	618.29	156	PRINT GALLERY, THE		24296	PRINTING/MTC	618.29	
31409	12/19/08	394.31	107A	PROBUILD		24043	REPAIRS/MAINTENANCE	15.59	
						24069	REPAIRS/MAINTENANCE	16.76	
						24070	REPAIRS/MAINTENANCE	260.11	
						24196	REPAIRS/MAINTENANCE	11.48	
						24197	REPAIRS/MAINTENANCE	80.83	
						24198	REPAIRS/MAINTENANCE	3.80	
						24199	REPAIRS/MAINTENANCE	0.09	
						24318	REPAIRS/MAINTENANCE	5.65	
31410	12/19/08	123.12	061A	REGISTER PAJARONIAN		24407	GLASS AD/FINANCE	123.12	
31411	12/19/08	45,765.96	904	RNL DESIGN		24467	SVCS THRU 10/31 MB	31,837.53	
						24468	SVCS THRU 10/31 MB	13,843.25	
						24469	SVCS THRU 10/31 MB	85.18	
31412	12/19/08	27,439.44	966	S.C. FUELS	0	24205	11/25 DIESEL/FLT	13,934.17	
						24441	12/6 DIESEL/FLT	13,505.27	
31413	12/19/08	1,114.83	001379	SAFETY-KLEEN		24397	HAZ WASTE DISP	1,114.83	
31414	12/19/08	873.95	018	SALINAS VALLEY FORD SALES		24395	REV VEH PARTS	873.95	
31415	12/19/08	356.60	002713	SANTA CRUZ AUTO TECH, INC.		24206	OUT RPR REV VEH	356.60	
31416	12/19/08	446.44	135	SANTA CRUZ AUTO PARTS, INC.		24067	PARTS & SUPPLIES	61.85	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 12/01/08 THRU 12/31/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						24139	PARTS & SUPPLIES	21.94	
						24192	REV VEH PARTS	112.34	
						24193	REV VEH PARTS	4.85	
						24194	CREDIT MEMO	-85.42	
						24195	REV VEH PARTS	87.57	
						24312	PARTS & SUPPLIES	22.21	
						24313	REV VEH PARTS	129.06	
						24314	REV VEH PARTS	66.07	
						24315	REV VEH PARTS	25.97	
31417	12/19/08	618.47	149	SANTA CRUZ SENTINEL	0	24293	NOV ADVERTISING/FIN	196.72	
						24294	NOV ADVERTISING/FIN	190.76	
						24449	PUB NOTICE ADM 11/6	230.99	
31418	12/19/08	10,542.93	977	SANTA CRUZ TRANSPORTATION, LLC	7	24452	NOV PT SVCS	10,542.93	
31419	12/19/08	456.70	788	SCMTD PETTY CASH - FINANCE		24285	PETTY CASH/FINANCE	456.70	
31420	12/19/08	246.00	957	SECURITY SHORING & STEEL PLT		24339	10/28-11/27 RENTAL	246.00	
31421	12/19/08	2,500.00	002267	SHAW & YODER, INC.		24425	DEC LEGISLATIVE SVC	2,500.00	
31422	12/19/08	100.00	B016	SKILLICORN, DALE	7	24445	DEC BOARD MTGS	100.00	
31423	12/19/08	12,116.23	001075	SOQUEL III ASSOCIATES	7	24267	RESEARCH PARK RENT	12,116.23	
31424	12/19/08	5,620.83	001232	SPECIALIZED AUTO AND		24246	OUT RPR REV VEH	366.93	
						24247	OUT RPR REV VEH	415.78	
						24248	OUT RPR REV VEH	341.15	
						24249	OUT RPR REV VEH	277.46	
						24250	OUT RPR REV VEH	192.74	
						24251	OUT RPR REV VEH	330.02	
						24252	OUT RPR REV VEH	302.49	
						24367	OUT RPR REV VEH	674.06	
						24368	OUT RPR REV VEH	192.74	
						24369	OUT RPR REV VEH	192.74	
						24370	OUT RPR REV VEH	321.92	
						24371	OUT RPR REV VEH	127.17	
						24372	OUT RPR REV VEH	725.59	
						24373	OUT RPR REV VEH	192.74	
						24374	OUT RPR REV VEH	922.00	
						24375	OUT RPR REV VEH	45.30	
31425	12/19/08	475.00	001930	STATE BAR OF CALIFORNIA		24311	2009 MEMBERSHIP	475.00	
31426	12/19/08	6,397.00	080	STATE BOARD OF EQUALIZATION		24428	NOV USE TAX PREPAY	6,397.00	
31427	12/19/08	9,279.88	001648	STEVE'S UNION SERVICE		24254	NOV FUELS & LUBE/PT	9,279.88	
31428	12/19/08	548.55	002805	TELEPATH CORPORATION		24440	RADIO REMOVAL/# 8077	548.55	
31429	12/19/08	38,416.82	970	THE MECHANICS BANK		24427	AUG RETAINAGE/MB	38,416.82	
31430	12/19/08	4,191.40	001800	THERMO KING OF SALINAS, INC		24185	11/18 REV VEH PARTS	351.51	
						24186	11/10 PARTS & SUPPLY	633.26	
						24187	11/10 RPR #9831	3,206.63	
31431	12/19/08	85.00	E197	TICHENOR, KENNETH		24258	MEDICAL EXAM	85.00	
31432	12/19/08	4,419.14	057	U.S. BANK		24461	4246044555645971	112.81	
						24462	4246044555645971	770.95	
						24463	4246044555645971	363.17	
						24464	4246044555645971	537.28	
						24465	4246044555645971	2,634.93	
31433	12/19/08	40.40	007	UNITED PARCEL SERVICE		24279	FRT OUT/FLT	40.40	
31434	12/19/08	10.83	946	UNITED SITE SERVICES		24390	NOV FENCE RENT/DUB	10.83	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 12/01/08 THRU 12/31/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
31435	12/19/08	560.64	001140	UNIVERSITY INN &		24409	HOLIDAY PARTY	560.64	
31436	12/19/08	856.89	002829	VALLEY POWER SYSTEMS, INC.		24340	REV VEH PARTS	244.82	
						24343	REV VEH PARTS	34.00	
						24344	REV VEH PARTS	578.07	
31437	12/19/08	16,417.36	001239	WALD, RUHNKE & DOST ARCHITECTS		24446	A&E SERVICES/VERNON	16,417.36	
31438	12/19/08	10,052.44	001083	WATSONVILLE TRANSPORTATION, INC		24451	NOV PT SVCS	10,052.44	
31439	12/19/08	2,534.70	001223	WATSONVILLE CADILLAC, BUICK,		24188	REV VEH PARTS	642.92	
						24189	REV VEH PARTS	131.21	
						24190	REV VEH PARTS	45.79	
						24191	REV VEH PARTS	389.78	
						24245	OUT RPR REV VEH	990.41	
						24317	REV VEH PARTS	334.59	
31440	12/19/08	70.00	682	WEISS, AMY L.	7	23397	OCT INTERPRETER	70.00	
31441	12/19/08	345,751.38	002887	WEST BAY BUILDERS, INC.		24426	CONST SVC MB TO 8/08	345,751.38	
31442	12/19/08	279.17	436	WEST PAYMENT CENTER		24292	NOV ACCESS CHARGE	279.17	
31443	12/19/08	137.03	042	WFCB-OSH COMMERCIAL SERVICES		24274	REPAIRS/MAINTENANCE	21.14	
						24275	REPAIRS/MAINTENANCE	68.17	
						24276	CASH BACK CREDIT	-16.16	
						24347	OFFICE SUPPLY/MTC	11.78	
						24442	REV VEH PARTS	52.10	
31444	12/19/08	94.07	147	ZEE MEDICAL SERVICE CO.		24363	SAFETY SUPPLIES	94.07	
31445	12/19/08	56.06	M033	BAILEY, NEIL	0	24470	MED PYMT SUPP	56.06	MANUAL
							MED PYMT SUPP		
31446	12/19/08	28.03	M036	CERVANTES, GLORIA	0	24471	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31447	12/19/08	28.03	M039	DAVILA, ANA MARIA	0	24472	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31448	12/19/08	28.03	M040	GARBEZ, LINDA	0	24473	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31449	12/19/08	56.06	M100	GARCIA, SANTIAGO	0	24474	MED PYMT SUPP	56.06	MANUAL
							MED PYMT SUPP		
31450	12/19/08	56.06	M041	GOUBEIA, ROBERT	0	24475	MED PYMT SUPP	56.06	MANUAL
							MED PYMT SUPP		
31451	12/19/08	72.94	M081	HALL, JAMES	0	24476	MED PYMT SUPP	72.94	MANUAL
							MED PYMT SUPP		
31452	12/19/08	28.03	M050	O'MARA, KATHLEEN	0	24477	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31453	12/19/08	28.03	M109	PEREZ, CHERYL		24478	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31454	12/19/08	56.06	M085	ROSSI, DENISE	0	24479	MED PYMT SUPP	56.06	MANUAL
							MED PYMT SUPP		
31455	12/19/08	28.03	M030	ROWE, RUBY		24480	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31456	12/19/08	56.06	M054	SLOAN, FRANCIS	0	24481	MED PYMT SUPP	56.06	MANUAL
							MED PYMT SUPP		
31457	12/19/08	28.03	M086	TOLINE, DONALD	0	24482	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31458	12/19/08	28.03	M088	YAGI, RANDY	0	24483	MED PYMT SUPP	28.03	MANUAL
							MED PYMT SUPP		
31459	12/19/08	218.96	M005	ROSS, EMERY	0	24484	MED PYMT SUPP	218.96	MANUAL

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
31460M12/19/08		56.06	M022	MED PYMT SUPP CAPELLA, KATHLEEN	0	24485	MED PYMT SUPP	56.06	MANUAL
31461M12/19/08		28.03	M069	MED PYMT SUPP JACOBS, KENNETH	0	24486	MED PYMT SUPP	28.03	MANUAL
31462M12/19/08		246.99	M061	MED PYMT SUPP KAMEDA, TERRY	0	24487	MED PYMT SUPP	246.99	MANUAL
31463M12/19/08		217.29	M057	MED PYMT SUPP PARHAM, WALLACE	0	24488	MED PYMT SUPP	217.29	MANUAL
31464M12/19/08		180.17	M064	MED PYMT SUPP PETERS, TERRIE	0	24489	MED PYMT SUPP	180.17	MANUAL
31465M12/19/08		28.03	M070	MED PYMT SUPP PICARELLA, FRANCIS	0	24490	MED PYMT SUPP	28.03	MANUAL
31466M12/19/08		217.29	M058	MED PYMT SUPP POTEETE, BEVERLY	0	24491	MED PYMT SUPP	217.29	MANUAL
31467M12/19/08		156.17	M010	MED PYMT SUPP SHORT, SLOAN	0	24492	MED PYMT SUPP	156.17	MANUAL
31468M12/19/08		28.03	M073	MED PYMT SUPP CENTER, DOUG	0	24493	MED PYMT SUPP	28.03	MANUAL
31469M12/19/08		28.03	M092	MED PYMT SUPP CRAWFORD, TERRI	0	24494	MED PYMT SUPP	28.03	MANUAL
31470M12/19/08		28.03	M096	MED PYMT SUPP DRAKE, JUDITH	0	24495	MED PYMT SUPP	28.03	MANUAL
31471M12/19/08		28.03	M099	MED PYMT SUPP FIKE, LOUIS	0	24496	MED PYMT SUPP	28.03	MANUAL
31472M12/19/08		67.46	M074	MED PYMT SUPP GABRIELE, BERNARD	0	24497	MED PYMT SUPP	67.46	MANUAL
31473M12/19/08		28.03	M101	MED PYMT SUPP GOES, ALAN	0	24498	MED PYMT SUPP	28.03	MANUAL
31474M12/19/08		28.03	M104	MED PYMT SUPP JUSSEL, PETE	0	24499	MED PYMT SUPP	28.03	MANUAL
31475M12/19/08		28.03	M117	MED PYMT SUPP POLANCO, ANDRES		24500	MED PYMT SUPP	28.03	MANUAL
31476M12/19/08		28.03	M112	MED PYMT SUPP SILVA, EDUARDO	0	24501	MED PYMT SUPP	28.03	MANUAL
31477M12/19/08		217.29	M076	MED PYMT SUPP VONWAL, YVETTE	0	24502	MED PYMT SUPP	217.29	MANUAL
TOTAL		1,830,608.15		ACCOUNTS PAYABLE			TOTAL CHECKS	256	1,830,608.15
							DISCOUNT		18.71
							A/P TOTAL		1,830,626.86

5-1.13

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR NOVEMBER 2008.

I. RECOMMENDED ACTION

That the Board of Directors accept and file the budget status reports for the month of November 2008.

II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of November 2008 were \$43K or 2 % under the amount of revenue expected for November 2008.
- **Consolidated Operating Expenses** for the month of November 2008 were \$200K or 6 % under budget.
- **Capital Budget** spending year to date through November 2008 was \$9,227K or 27 % of the Capital budget.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of the District's FY09 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed **42%**.

5-2.1

A. Operating Revenue

For the month of November 2008 revenue was \$43K or 2 % under the amount of revenue expected for the month. Revenue variances are explained in the notes at the end of the revenue report.

B. Operating Expense by Department

Total Operating Expenses by Department for the month of November 2008 were \$200K or 6 % under budget; 4 % over where we were in FY08. Majority of the variance is due to lower than anticipated Personnel expenses in Operations and Fleet, Settlement costs in Risk Management, and Fuel & Lube Rev Vehicles expenses in Fleet.

C. Consolidated Operating Expenses

Consolidated Operating Expenses for the month of November 2008 were \$200K or 6 % under budget. Personnel Expenses, Prof & Tech Fees, and Fuels & Lube Rev Veh all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

D. Capital Budget

Capital Budget spending year to date through November 2008 was \$9,227K or 27 % of the Capital budget. Of this, \$1,701K has been spent of the MetroBase Maintenance Facility line item, \$3,561K has been spent on the Local Bus Replacement , \$1,383K has been spent on the CNG Bus Conversions, and \$2,351K has been spent on the H17 Bus Replacement project.

IV. FINANCIAL CONSIDERATIONS

At this time, our Operating and Capital Budget is within tolerable variances.

IV. ATTACHMENTS

Attachment A: FY09 Operating Revenue for the month ending – 11/30/08
FY09 Operating Expenses by Department for the month ending – 11/30/08
FY09 Consolidated Operating Expenses for the month ending – 11/30/08
FY09 Capital Budget Reports for the month ending – 11/30/08

Prepared by: Kristina Mihaylova

5-2.2



FY09
Operating Revenue
For the month ending - November 30, 2008

Percent of Year Elapsed - 42%

Revenue Source	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var
Passenger Fares	\$ 231,712	\$ 260,629	\$ (28,917)	-11%		\$ 1,480,725	\$ 1,481,804	\$ (1,079)	0%	\$ 1,480,725	\$ 1,531,658	\$ (50,933)	-3%
Paratransit Fares	\$ 39,565	\$ 25,088	\$ 14,477	58%		\$ 158,952	\$ 107,518	\$ 51,434	48%	\$ 158,952	\$ 96,039	\$ 62,913	66%
Special Transit Fares	\$ 347,590	\$ 298,741	\$ 48,849	16%		\$ 1,265,342	\$ 1,102,401	\$ 162,941	15%	\$ 1,265,342	\$ 831,898	\$ 433,444	52%
Highway 17 Fares	\$ 95,232	\$ 69,706	\$ 25,526	37%		\$ 445,207	\$ 348,608	\$ 96,599	28%	\$ 445,207	\$ 338,436	\$ 106,771	32%
Highway 17 Payments	\$ 31,856	\$ 40,387	\$ (8,531)	-21%		\$ 179,938	\$ 221,499	\$ (41,561)	-19%	\$ 179,938	\$ 200,345	\$ (20,407)	-10%
Subtotal Passenger Revenue	\$ 745,955	\$ 694,551	\$ 51,404	7%	1	\$ 3,530,164	\$ 3,261,830	\$ 268,334	8%	\$ 3,530,164	\$ 2,998,376	\$ 531,788	18%
Commissions	\$ 1,481	\$ 456	\$ 1,025	225%		\$ 3,185	\$ 2,284	\$ 901	39%	\$ 3,185	\$ 2,362	\$ 823	35%
Advertising Income	\$ 8,370	\$ 7,700	\$ 670	9%		\$ 59,635	\$ 38,500	\$ 21,135	55%	\$ 59,635	\$ 127,626	\$ (67,991)	-53%
Rent Income - SC Pacific Station	\$ 7,512	\$ 6,919	\$ 593	9%		\$ 37,374	\$ 34,595	\$ 2,779	8%	\$ 37,374	\$ 30,397	\$ 6,977	23%
Rent Income - Watsonville, TC	\$ 2,821	\$ 3,851	\$ (1,030)	-27%		\$ 16,737	\$ 19,255	\$ (2,518)	-13%	\$ 16,737	\$ 17,965	\$ (1,228)	-7%
Rent Income - General	\$ 795	\$ -	\$ 795	100%		\$ 11,864	\$ -	\$ 11,864	100%	\$ 11,864	\$ -	\$ 11,864	100%
Interest Income	\$ 31,359	\$ 26,766	\$ 4,593	17%	2	\$ 205,061	\$ 138,647	\$ 66,414	48%	\$ 205,061	\$ 448,848	\$ (243,787)	-54%
Other Non-Transp Revenue	\$ 233	\$ -	\$ 233	100%		\$ 1,609	\$ 33,000	\$ (31,391)	-95%	\$ 1,609	\$ 65,106	\$ (63,497)	-98%
Sales Tax Revenue	\$ 1,639,000	\$ 1,739,890	\$ (100,890)	-6%	3	\$ 7,188,805	\$ 7,522,463	\$ (333,658)	-4%	\$ 7,188,805	\$ 7,449,040	\$ (260,235)	-3%
Transp Dev Act (TDA) - Op Asst	\$ -	\$ -	\$ -	0%		\$ 1,494,616	\$ 1,494,616	\$ -	0%	\$ 1,494,616	\$ 1,590,509	\$ (95,893)	-6%
Subtotal Other Revenue	\$ 1,691,571	\$ 1,785,582	\$ (94,011)	-5%		\$ 9,018,886	\$ 9,283,360	\$ (264,474)	-3%	\$ 9,018,886	\$ 9,731,853	\$ (712,967)	-7%
FTA Sec 5307 -- Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 3,153,552	\$ (3,153,552)	-100%
Repay FTA Advance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5311 -- Rural Op Asst	\$ -	\$ -	\$ -	0%		\$ 161,615	\$ 161,615	\$ -	0%	\$ 161,615	\$ -	\$ 161,615	100%
Sec 5303 - AMBAG Funding	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ (3,169)	\$ 3,169	-100%
FTA Sec 5317 -- Op Assistance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Grant Revenue	\$ -	\$ -	\$ -	0%		\$ 161,615	\$ 161,615	\$ -	0%	\$ 161,615	\$ 3,150,383	\$ (2,988,768)	-95%
Subtotal Operating Revenue	\$ 2,437,526	\$ 2,480,133	\$ (42,607)	-2%		\$ 12,710,665	\$ 12,706,805	\$ 3,860	0%	\$ 12,710,665	\$ 15,880,612	\$ (3,169,947)	-20%
Total Operating Expenses	\$ 3,030,405					\$ 14,564,687				\$ 14,564,687	\$ 13,969,196		
Variance	\$ (592,879)					\$ (1,854,022)				\$ (1,854,022)	\$ 1,911,416		
One-Time Revenue													
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Liab/Ins Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Carryover from Previous Year	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal One-Time Revenue	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Total Revenue	\$ 2,437,526	\$ 2,480,133	\$ (42,607)	-2%		\$ 12,710,665	\$ 12,706,805	\$ 3,860	0%	\$ 12,710,665	\$ 15,880,612	\$ (3,169,947)	-20%
Total Operating Expenses	\$ 3,030,405					\$ 14,564,687				\$ 14,564,687	\$ 13,969,196		
Variance	\$ (592,879)					\$ (1,854,022)				\$ (1,854,022)	\$ 1,911,416		

5-2.91

Attachment A



FY09
Operating Revenue
For the month ending - November 30, 2008

Percent of Year Elapsed - 42%

<u>Revenue Source</u>	<u>Actual</u>	<u>Current Period</u>				<u>Year to Date</u>				<u>YTD Year Over Year Comparison</u>				
		<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>FY08</u>	<u>\$ Var</u>	<u>% Var</u>	
										<u>FY09</u>				

Current Period Notes:

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

5-2.2.2



FY09
Operating Expenses by Department
For the month ending - November 30, 2008

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	Actual FY09	FY08	\$ Var	% Var
Departmental Personnel Expenses													
700 - SCCIC	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 62,432	\$ 90,510	\$ (28,078)	-31%		\$ 409,770	\$ 452,329	\$ (42,559)	-9%	\$ 409,770	\$ 369,138	\$ 40,632	11%
1200 - Finance	\$ 71,024	\$ 46,444	\$ 24,580	53%		\$ 257,138	\$ 232,137	\$ 25,001	11%	\$ 257,138	\$ 224,125	\$ 33,013	15%
1300 - Customer Service	\$ 33,908	\$ 37,321	\$ (3,413)	-9%		\$ 178,469	\$ 186,610	\$ (8,141)	-4%	\$ 178,469	\$ 166,435	\$ 12,034	7%
1400 - Human Resources	\$ 41,875	\$ 47,164	\$ (5,289)	-11%		\$ 229,006	\$ 235,735	\$ (6,729)	-3%	\$ 229,006	\$ 197,617	\$ 31,389	16%
1500 - Information Technology	\$ 38,675	\$ 41,293	\$ (2,618)	-6%		\$ 202,685	\$ 206,373	\$ (3,688)	-2%	\$ 202,685	\$ 201,078	\$ 1,607	1%
1700 - District Counsel	\$ 33,524	\$ 36,300	\$ (2,776)	-8%		\$ 171,994	\$ 181,432	\$ (9,438)	-5%	\$ 171,994	\$ 161,023	\$ 10,971	7%
1800 - Risk Management	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 77,515	\$ 82,015	\$ (4,500)	-5%		\$ 386,096	\$ 410,089	\$ (23,993)	-6%	\$ 386,096	\$ 351,022	\$ 35,074	10%
3100 - Paratransit Program	\$ 255,089	\$ 285,806	\$ (30,717)	-11%		\$ 1,234,670	\$ 1,429,028	\$ (194,458)	-14%	\$ 1,234,670	\$ 1,109,184	\$ 125,386	11%
3200 - Operations	\$ 148,494	\$ 177,921	\$ (29,427)	-17%		\$ 806,379	\$ 889,532	\$ (83,153)	-9%	\$ 806,379	\$ 802,236	\$ 4,143	1%
3300 - Bus Operators	\$ 1,123,112	\$ 1,122,781	\$ 331	0%		\$ 5,429,429	\$ 5,614,097	\$ (184,668)	-3%	\$ 5,429,429	\$ 5,085,864	\$ 343,565	7%
4100 - Fleet Maintenance	\$ 296,033	\$ 329,124	\$ (33,091)	-10%		\$ 1,552,029	\$ 1,688,474	\$ (136,445)	-8%	\$ 1,552,029	\$ 1,611,209	\$ (59,180)	-4%
9001 - Cobra Benefits	\$ 533	\$ -	\$ 533	100%		\$ 1,921	\$ -	\$ 1,921	100%	\$ 1,921	\$ 5,122	\$ (3,201)	-62%
9005 - Retired Employee Benefits	\$ 140,251	\$ 143,363	\$ (3,112)	-2%		\$ 629,873	\$ 716,815	\$ (86,942)	-12%	\$ 629,873	\$ 597,403	\$ 32,470	5%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Personnel Expenses	\$ 2,322,465	\$ 2,440,042	\$ (117,577)	-5%		\$ 11,489,359	\$ 12,242,651	\$ (753,292)	-6%	\$ 11,489,359	\$ 10,881,456	\$ 607,903	6%
Departmental Non-Personnel Expenses													
700 - SCCIC	\$ (0)	\$ 280	\$ (280)	-100%		\$ 20	\$ 300	\$ (280)	-93%	\$ 20	\$ 260	\$ (240)	-92%
1100 - Administration	\$ 15,865	\$ 33,461	\$ (17,596)	-53%		\$ 92,222	\$ 167,305	\$ (75,083)	-45%	\$ 92,222	\$ 280,238	\$ (188,016)	-67%
1200 - Finance	\$ 61,941	\$ 74,738	\$ (12,797)	-17%		\$ 327,506	\$ 386,784	\$ (59,278)	-15%	\$ 327,506	\$ 309,025	\$ 18,481	6%
1300 - Customer Service	\$ 13,273	\$ 13,824	\$ (551)	-4%		\$ 43,687	\$ 40,395	\$ 3,292	8%	\$ 43,687	\$ 25,094	\$ 18,593	74%
1400 - Human Resources	\$ 3,539	\$ 7,056	\$ (3,517)	-50%		\$ 14,208	\$ 35,280	\$ (21,072)	-60%	\$ 14,208	\$ 13,580	\$ 628	5%
1500 - Information Technology	\$ 7,266	\$ 9,222	\$ (1,956)	-21%		\$ 41,312	\$ 52,110	\$ (10,798)	-21%	\$ 41,312	\$ 67,343	\$ (26,031)	-39%
1700 - District Counsel	\$ 954	\$ 1,691	\$ (737)	-44%		\$ 5,618	\$ 8,455	\$ (2,837)	-34%	\$ 5,618	\$ 10,138	\$ (4,520)	-45%
1800 - Risk Management	\$ 1,735	\$ 20,833	\$ (19,098)	-92%		\$ 24,143	\$ 104,165	\$ (80,022)	-77%	\$ 24,143	\$ 13,090	\$ 11,053	84%
2200 - Facilities Maintenance	\$ 153,632	\$ 134,811	\$ 18,821	14%		\$ 690,914	\$ 695,559	\$ (4,645)	-1%	\$ 690,914	\$ 195,903	\$ 495,011	253%
3100 - Paratransit Program	\$ 90,951	\$ 65,910	\$ 25,041	38%		\$ 319,592	\$ 331,550	\$ (11,958)	-4%	\$ 319,592	\$ 363,702	\$ (44,110)	-12%
3200 - Operations	\$ 62,460	\$ 44,747	\$ 17,713	40%		\$ 266,262	\$ 218,485	\$ 47,777	22%	\$ 266,262	\$ 211,943	\$ 54,319	26%
3300 - Bus Operators	\$ -	\$ 334	\$ (334)	-100%		\$ 4,164	\$ 5,170	\$ (1,006)	-19%	\$ 4,164	\$ 4,793	\$ (629)	-13%
4100 - Fleet Maintenance	\$ 296,324	\$ 383,621	\$ (87,297)	-23%		\$ 1,233,836	\$ 1,918,101	\$ (684,265)	-36%	\$ 1,233,836	\$ 1,593,206	\$ (359,370)	-23%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ 11,848	\$ -	\$ 11,848	100%	\$ 11,848	\$ (575)	\$ 12,423	-2161%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ 0	\$ -	\$ 0	100%	\$ 0	\$ -	\$ 0	100%
Subtotal Non-Personnel Expenses	\$ 707,940	\$ 790,528	\$ (82,588)	-10%		\$ 3,075,332	\$ 3,963,659	\$ (888,327)	-22%	\$ 3,075,332	\$ 3,087,740	\$ (12,408)	0%

5-2-08



FY09
Operating Expenses by Department
For the month ending - November 30, 2008

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var
Total Departmental Expenses													
700 - SCCIC	\$ (0)	\$ 280	\$ (280)	-100%		\$ 20	\$ 300	\$ (280)	-93%	\$ 20	\$ 260	\$ (240)	-92%
1100 - Administration	\$ 78,297	\$ 123,971	\$ (45,674)	-37%	1	\$ 501,992	\$ 619,634	\$ (117,642)	-19%	\$ 501,992	\$ 649,376	\$ (147,384)	-23%
1200 - Finance	\$ 132,965	\$ 121,182	\$ 11,783	10%	2	\$ 584,644	\$ 618,921	\$ (34,277)	-6%	\$ 584,644	\$ 533,150	\$ 51,494	10%
1300 - Customer Service	\$ 47,181	\$ 51,145	\$ (3,964)	-8%		\$ 222,156	\$ 227,005	\$ (4,849)	-2%	\$ 222,156	\$ 191,529	\$ 30,627	16%
1400 - Human Resources	\$ 45,414	\$ 54,220	\$ (8,806)	-16%		\$ 243,214	\$ 271,015	\$ (27,801)	-10%	\$ 243,214	\$ 211,197	\$ 32,017	15%
1500 - Information Technology	\$ 45,941	\$ 50,515	\$ (4,574)	-9%		\$ 243,997	\$ 258,483	\$ (14,486)	-6%	\$ 243,997	\$ 268,421	\$ (24,424)	-9%
1700 - District Counsel	\$ 34,478	\$ 37,991	\$ (3,513)	-9%		\$ 177,612	\$ 189,887	\$ (12,275)	-6%	\$ 177,612	\$ 171,161	\$ 6,451	4%
1800 - Risk Management	\$ 1,735	\$ 20,833	\$ (19,098)	-92%	3	\$ 24,143	\$ 104,165	\$ (80,022)	-77%	\$ 24,143	\$ 13,090	\$ 11,053	84%
2200 - Facilities Maintenance	\$ 231,147	\$ 216,826	\$ 14,321	7%	4	\$ 1,077,010	\$ 1,105,648	\$ (28,638)	-3%	\$ 1,077,010	\$ 546,925	\$ 530,085	97%
3100 - Paratransit Program	\$ 346,040	\$ 351,716	\$ (5,676)	-2%		\$ 1,554,162	\$ 1,760,578	\$ (206,416)	-12%	\$ 1,554,162	\$ 1,472,866	\$ 81,276	6%
3200 - Operations	\$ 210,954	\$ 222,668	\$ (11,714)	-5%	5	\$ 1,072,641	\$ 1,108,017	\$ (35,376)	-3%	\$ 1,072,641	\$ 1,014,179	\$ 58,462	6%
3300 - Bus Operators	\$ 1,123,112	\$ 1,123,115	\$ (3)	0%		\$ 5,433,593	\$ 5,619,267	\$ (185,674)	-3%	\$ 5,433,593	\$ 5,090,657	\$ 342,936	7%
4100 - Fleet Maintenance	\$ 592,357	\$ 712,745	\$ (120,388)	-17%	6	\$ 2,785,865	\$ 3,606,575	\$ (820,710)	-23%	\$ 2,785,865	\$ 3,204,415	\$ (418,550)	-13%
9001 - Cobra Benefits	\$ 533	\$ -	\$ 533	100%		\$ 1,921	\$ -	\$ 1,921	100%	\$ 1,921	\$ 5,122	\$ (3,201)	-62%
9005 - Retired Employee Benefits	\$ 140,251	\$ 143,363	\$ (3,112)	-2%		\$ 629,873	\$ 716,815	\$ (86,942)	-12%	\$ 629,873	\$ 597,403	\$ 32,470	5%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ 11,848	\$ -	\$ 11,848	100%	\$ 11,848	\$ (575)	\$ 12,423	-2161%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ 0	\$ -	\$ 0	100%	\$ 0	\$ -	\$ 0	100%
Total Operating Expenses	\$ 3,030,405	\$ 3,230,570	\$ (200,165)	-6%		\$ 14,564,691	\$ 16,206,310	\$ (1,641,619)	-10%	\$ 14,564,691	\$ 13,969,196	\$ 595,495	4%

** does not include depreciation

Current Period Notes:

- 1) **Administration** is under budget due to positions being moved to Finance and less than anticipated Prof & Tech Fees (web site redesign).
- 2) **Finance** is over budget due to added positions moved from Administration and Fleet Maintenance.
- 3) **Risk Management** is under budget due to below budgeted settlement costs paid in November 2008.
- 4) **Facilities Maintenance** is over budget due to SVT taxes paid in November 2008, while budgeted in October 2008.
- 5) **Operations** is under budget due to not being at full complement.
- 6) **Fleet** is under budget due to positions moved to Finance and less than anticipated fuel costs.

5-2.94



FY09
Consolidated Operating Expenses
For the month ending - November 30, 2008

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var
LABOR													
501011 Bus Operator Pay	\$ 622,476	\$ 677,566	\$ (55,090)	-8%		\$ 3,268,188	\$ 3,387,830	\$ (119,642)	-4%	\$ 3,268,188	\$ 3,045,576	\$ 222,612	7%
501013 Bus Operator Overtime	\$ 140,475	\$ 114,459	\$ 26,016	23%		\$ 481,904	\$ 572,295	\$ (90,391)	-16%	\$ 481,904	\$ 518,125	\$ (36,221)	-7%
501021 Other Salaries	\$ 475,757	\$ 500,469	\$ (24,712)	-5%		\$ 2,550,272	\$ 2,545,257	\$ 5,015	0%	\$ 2,550,272	\$ 2,482,641	\$ 67,631	3%
501023 Other Overtime	\$ 19,249	\$ 24,661	\$ (5,412)	-22%		\$ 103,567	\$ 123,305	\$ (19,738)	-16%	\$ 103,567	\$ 120,327	\$ (16,760)	-14%
Total Labor -	\$ 1,257,957	\$ 1,317,155	\$ (59,198)	-4%		\$ 6,403,931	\$ 6,628,687	\$ (224,756)	-3%	\$ 6,403,931	\$ 6,166,669	\$ 237,262	4%
FRINGE BENEFITS													
502011 Medicare/Soc. Sec.	\$ 17,126	\$ 17,160	\$ (34)	0%		\$ 89,039	\$ 85,800	\$ 3,239	4%	\$ 89,039	\$ 84,426	\$ 4,613	5%
502021 Retirement	\$ 171,994	\$ 189,461	\$ (17,467)	-9%		\$ 925,629	\$ 947,305	\$ (21,676)	-2%	\$ 925,629	\$ 835,333	\$ 90,296	11%
502031 Medical Insurance	\$ 425,942	\$ 461,116	\$ (35,174)	-8%		\$ 2,057,225	\$ 2,305,580	\$ (248,355)	-11%	\$ 2,057,225	\$ 1,870,070	\$ 187,155	10%
502041 Dental Insurance	\$ 40,890	\$ 41,270	\$ (380)	-1%		\$ 198,468	\$ 206,350	\$ (7,882)	-4%	\$ 198,468	\$ 190,944	\$ 7,524	4%
502045 Vision Insurance	\$ 11,079	\$ 11,591	\$ (512)	-4%		\$ 55,477	\$ 57,955	\$ (2,478)	-4%	\$ 55,477	\$ 54,119	\$ 1,358	3%
502051 Life Insurance	\$ 69	\$ 4,163	\$ (4,094)	-98%		\$ 18,019	\$ 20,817	\$ (2,798)	-13%	\$ 18,019	\$ 16,096	\$ 1,923	12%
502060 State Disability	\$ 10,525	\$ 14,921	\$ (4,396)	-29%		\$ 56,373	\$ 74,605	\$ (18,232)	-24%	\$ 56,373	\$ 44,982	\$ 11,391	25%
502061 Disability Insurance	\$ 17,754	\$ 17,183	\$ 571	3%		\$ 88,414	\$ 85,915	\$ 2,499	3%	\$ 88,414	\$ 85,119	\$ 3,295	4%
502071 State Unemp. Ins.	\$ 86	\$ 373	\$ (287)	-77%		\$ 609	\$ 2,254	\$ (1,645)	-73%	\$ 609	\$ 2,455	\$ (1,846)	-75%
502081 Worker's Comp Ins.	\$ 174,500	\$ 91,592	\$ 82,908	91%		\$ 432,549	\$ 457,960	\$ (25,411)	-6%	\$ 432,549	\$ 384,797	\$ 47,752	12%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 12,716	\$ 32,290	\$ (19,574)	-61%		\$ 74,330	\$ 161,452	\$ (87,122)	-54%	\$ 74,330	\$ 109,689	\$ (35,359)	-32%
502103 Floating Holiday	\$ 3,687	\$ 2,576	\$ 1,111	43%		\$ 8,206	\$ 12,020	\$ (3,814)	-32%	\$ 8,206	\$ 13,080	\$ (4,874)	-37%
502109 Sick Leave	\$ 46,586	\$ 72,390	\$ (25,804)	-36%		\$ 248,808	\$ 361,949	\$ (113,141)	-31%	\$ 248,808	\$ 235,219	\$ 13,589	6%
502111 Annual Leave	\$ 110,609	\$ 142,987	\$ (32,378)	-23%		\$ 748,221	\$ 714,935	\$ 33,286	5%	\$ 748,221	\$ 702,037	\$ 46,184	7%
502121 Other Paid Absence	\$ 12,113	\$ 11,824	\$ 289	2%		\$ 50,541	\$ 59,120	\$ (8,579)	-15%	\$ 50,541	\$ 41,395	\$ 9,146	22%
502251 Physical Exams	\$ 85	\$ 1,107	\$ (1,022)	-92%		\$ 1,755	\$ 5,534	\$ (3,779)	-68%	\$ 1,755	\$ 1,395	\$ 360	26%
502253 Driver Lic Renewal	\$ 98	\$ 363	\$ (265)	-73%		\$ 540	\$ 1,815	\$ (1,275)	-70%	\$ 540	\$ 644	\$ (104)	-16%
502999 Other Fringe Benefits	\$ 8,649	\$ 10,519	\$ (1,870)	-18%		\$ 31,224	\$ 52,595	\$ (21,371)	-41%	\$ 31,224	\$ 42,987	\$ (11,763)	-27%
Total Fringe Benefits -	\$ 1,064,508	\$ 1,122,886	\$ (58,378)	-5%		\$ 5,085,427	\$ 5,613,961	\$ (528,534)	-9%	\$ 5,085,427	\$ 4,714,787	\$ 370,640	8%
Total Personnel Expenses -	\$ 2,322,465	\$ 2,440,041	\$ (117,576)	-5%	1	\$ 11,489,358	\$ 12,242,648	\$ (753,290)	-6%	\$ 11,489,358	\$ 10,881,456	\$ 607,902	6%

5-2.05



FY09
Consolidated Operating Expenses
For the month ending - November 30, 2008

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var
SERVICES													
503011 Acctg & Audit Fees	\$ 13,500	\$ 20,550	\$ (7,050)	-34%		\$ 40,200	\$ 48,050	\$ (7,850)	-16%	\$ 40,200	\$ 36,486	\$ 3,714	10%
503012 Admin & Bank Fees	\$ 233	\$ 1,380	\$ (1,147)	-83%		\$ 50,051	\$ 54,800	\$ (4,749)	-9%	\$ 50,051	\$ 44,387	\$ 5,664	13%
503031 Prof & Tech Fees	\$ 6,966	\$ 20,965	\$ (13,999)	-67%	2	\$ 46,853	\$ 119,571	\$ (72,718)	-61%	\$ 46,853	\$ 71,471	\$ (24,618)	-34%
503032 Legislative Services	\$ 7,500	\$ 8,367	\$ (867)	-10%		\$ 37,500	\$ 41,835	\$ (4,335)	-10%	\$ 37,500	\$ 37,970	\$ (470)	-1%
503033 Legal Services	\$ -	\$ 4,583	\$ (4,583)	-100%		\$ -	\$ 22,915	\$ (22,915)	-100%	\$ -	\$ 74	\$ (74)	-100%
503034 Pre-Employ. Exams	\$ 1,605	\$ 1,180	\$ 425	36%		\$ 4,457	\$ 5,900	\$ (1,443)	-24%	\$ 4,457	\$ 4,807	\$ (350)	-7%
503041 Temp Help	\$ 13,051	\$ -	\$ 13,051	100%	3	\$ 64,271	\$ -	\$ 64,271	100%	\$ 64,271	\$ 55,010	\$ 9,261	17%
503161 Custodial Services	\$ 5,072	\$ 5,642	\$ (570)	-10%		\$ 28,256	\$ 28,210	\$ 46	0%	\$ 28,256	\$ 27,649	\$ 607	2%
503162 Uniform & Laundry	\$ 2,233	\$ 3,629	\$ (1,396)	-38%		\$ 16,400	\$ 18,145	\$ (1,745)	-10%	\$ 16,400	\$ 16,943	\$ (543)	-3%
503171 Security Services	\$ 46,292	\$ 34,083	\$ 12,209	36%	4	\$ 164,269	\$ 170,415	\$ (6,146)	-4%	\$ 164,269	\$ 137,331	\$ 26,938	20%
503221 Classified/Legal Ads	\$ 1,003	\$ 2,475	\$ (1,472)	-59%		\$ 6,744	\$ 12,375	\$ (5,631)	-46%	\$ 6,744	\$ 5,787	\$ 957	17%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 417	\$ (417)	-100%		\$ -	\$ 2,085	\$ (2,085)	-100%	\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 10,919	\$ 7,500	\$ 3,419	46%		\$ 41,571	\$ 37,500	\$ 4,071	11%	\$ 41,571	\$ 32,979	\$ 8,592	26%
503352 Repair - Equipment	\$ 27,558	\$ 39,037	\$ (11,479)	-29%		\$ 137,451	\$ 197,185	\$ (59,734)	-30%	\$ 137,451	\$ 60,599	\$ 76,852	127%
503353 Repair - Rev Vehicle	\$ 41,851	\$ 30,000	\$ 11,851	40%	5	\$ 228,022	\$ 150,000	\$ 78,022	52%	\$ 228,022	\$ 133,770	\$ 94,252	70%
503354 Repair - Non Rev Vehicle	\$ 347	\$ 2,500	\$ (2,153)	-86%		\$ 10,884	\$ 12,500	\$ (1,616)	-13%	\$ 10,884	\$ 9,075	\$ 1,809	20%
503363 Haz. Mat Disposal	\$ 2,783	\$ 2,517	\$ 266	11%		\$ 18,552	\$ 12,582	\$ 5,970	47%	\$ 18,552	\$ 11,752	\$ 6,800	58%
Total Services -	\$ 180,913	\$ 184,825	\$ (3,912)	-2%		\$ 895,481	\$ 934,068	\$ (38,587)	-4%	\$ 895,481	\$ 686,090	\$ 209,391	31%
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 12,335	\$ 16,417	\$ (4,082)	-25%		\$ 79,398	\$ 82,085	\$ (2,687)	-3%	\$ 79,398	\$ 62,695	\$ 16,703	27%
504012 Fuels & Lube Rev Veh	\$ 133,841	\$ 262,500	\$ (128,659)	-49%	6	\$ 788,572	\$ 1,312,500	\$ (523,928)	-40%	\$ 788,572	\$ 921,548	\$ (132,976)	-14%
504021 Tires & Tubes	\$ 16,336	\$ 17,083	\$ (747)	-4%		\$ 104,718	\$ 85,415	\$ 19,303	23%	\$ 104,718	\$ 80,765	\$ 23,953	30%
504161 Other Mobile Supplies	\$ 284	\$ 833	\$ (549)	-66%		\$ 4,362	\$ 4,165	\$ 197	5%	\$ 4,362	\$ 1,443	\$ 2,919	202%
504191 Rev Vehicle Parts	\$ 99,210	\$ 64,750	\$ 34,460	53%	7	\$ 115,572	\$ 323,750	\$ (208,178)	-64%	\$ 115,572	\$ 302,090	\$ (186,518)	-62%
Total Mobile Materials & Supplies -	\$ 262,006	\$ 361,583	\$ (99,577)	-28%		\$ 1,092,622	\$ 1,807,915	\$ (715,293)	-40%	\$ 1,092,622	\$ 1,368,541	\$ (275,919)	-20%

5-2-06



FY09
Consolidated Operating Expenses
For the month ending - November 30, 2008

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var
<u>OTHER MATERIALS & SUPPLIES</u>													
504205 Freight Out	\$ 166	\$ 292	\$ (126)	-43%		\$ 1,161	\$ 1,460	\$ (299)	-20%	\$ 1,161	\$ 1,218	\$ (57)	-5%
504211 Postage & Mailing	\$ 63	\$ 1,720	\$ (1,657)	-96%		\$ 4,084	\$ 8,600	\$ (4,516)	-53%	\$ 4,084	\$ 5,004	\$ (920)	-18%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 11,056	\$ 12,900	\$ (1,844)	-14%		\$ 36,821	\$ 37,000	\$ (179)	0%	\$ 36,821	\$ 18,394	\$ 20,427	125%
504217 Photo Supply/Processing	\$ 958	\$ 808	\$ 150	19%		\$ 4,175	\$ 4,040	\$ 135	3%	\$ 4,175	\$ 1,402	\$ 2,773	198%
504311 Office Supplies	\$ 5,216	\$ 7,455	\$ (2,239)	-30%		\$ 33,827	\$ 37,275	\$ (3,448)	-9%	\$ 33,827	\$ 40,341	\$ (6,514)	-16%
504315 Safety Supplies	\$ 318	\$ 2,692	\$ (2,374)	-88%		\$ 8,157	\$ 13,460	\$ (5,303)	-39%	\$ 8,157	\$ 15,458	\$ (7,301)	-47%
504317 Cleaning Supplies	\$ 4,984	\$ 4,500	\$ 484	11%		\$ 18,840	\$ 22,500	\$ (3,660)	-17%	\$ 18,840	\$ 20,934	\$ (2,094)	-11%
504409 Repair/Maint Supplies	\$ 4,347	\$ 3,833	\$ 514	13%		\$ 28,999	\$ 19,165	\$ 9,834	51%	\$ 28,999	\$ 18,812	\$ 10,187	54%
504421 Non-Inventory Parts	\$ 9,179	\$ 3,500	\$ 5,679	162%	8	\$ 34,822	\$ 20,000	\$ 14,822	74%	\$ 34,822	\$ 19,533	\$ 15,289	78%
504511 Small Tools	\$ 479	\$ 833	\$ (354)	-42%		\$ 3,147	\$ 4,165	\$ (1,018)	-24%	\$ 3,147	\$ 5,043	\$ (1,896)	-38%
504515 Employee Tool Rplcmt	\$ 417	\$ 217	\$ 200	92%		\$ 922	\$ 1,085	\$ (163)	-15%	\$ 922	\$ 509	\$ 413	81%
Total Other Materials & Supplies -	\$ 37,183	\$ 38,750	\$ (1,567)	-4%		\$ 174,755	\$ 168,750	\$ 6,005	4%	\$ 174,755	\$ 144,648	\$ 30,107	21%
<u>UTILITIES</u>													
505011 Gas & Electric	\$ 15,050	\$ 18,418	\$ (3,368)	-18%		\$ 77,279	\$ 92,089	\$ (14,810)	-16%	\$ 77,279	\$ 82,234	\$ (4,955)	-6%
505021 Water & Garbage	\$ 12,355	\$ 10,313	\$ 2,042	20%		\$ 57,470	\$ 51,565	\$ 5,905	11%	\$ 57,470	\$ 51,670	\$ 5,800	11%
505031 Telecommunications	\$ 7,147	\$ 10,025	\$ (2,878)	-29%		\$ 39,381	\$ 50,126	\$ (10,745)	-21%	\$ 39,381	\$ 34,930	\$ 4,451	13%
Total Utilities -	\$ 34,552	\$ 38,756	\$ (4,204)	-11%		\$ 174,130	\$ 193,780	\$ (19,650)	-10%	\$ 174,130	\$ 168,834	\$ 5,296	3%
<u>CASUALTY & LIABILITY</u>													
506011 Insurance - Property	\$ 5,912	\$ 9,862	\$ (3,950)	-40%		\$ 29,560	\$ 49,310	\$ (19,750)	-40%	\$ 29,560	\$ 16,021	\$ 13,539	85%
506015 Insurance - PL & PD	\$ 40,526	\$ 42,500	\$ (1,974)	-5%		\$ 202,630	\$ 212,500	\$ (9,870)	-5%	\$ 202,630	\$ 171,809	\$ 30,821	18%
506021 Insurance - Other	\$ -	\$ -	\$ -	0%		\$ 711	\$ 801	\$ (90)	-11%	\$ 711	\$ 1,007	\$ (296)	-29%
506123 Settlement Costs	\$ 1,143	\$ 12,500	\$ (11,357)	-91%	9	\$ 23,041	\$ 62,500	\$ (39,459)	-63%	\$ 23,041	\$ 12,786	\$ 10,255	80%
506127 Repairs - Dist Prop	\$ 1,391	\$ -	\$ 1,391	100%		\$ (21,452)	\$ -	\$ (21,452)	100%	\$ (21,452)	\$ (6,460)	\$ (14,992)	232%
Total Casualty & Liability -	\$ 48,972	\$ 64,862	\$ (15,890)	-24%		\$ 234,490	\$ 325,111	\$ (90,621)	-28%	\$ 234,490	\$ 195,163	\$ 39,327	20%
<u>TAXES</u>													
507051 Fuel Tax	\$ 783	\$ 917	\$ (134)	-15%		\$ 2,921	\$ 4,584	\$ (1,663)	-36%	\$ 2,921	\$ 3,809	\$ (888)	-23%
507201 Licenses & permits	\$ 1,933	\$ 2,012	\$ (79)	-4%		\$ 4,330	\$ 6,463	\$ (2,133)	-33%	\$ 4,330	\$ 4,106	\$ 224	5%
507999 Other Taxes	\$ 17,068	\$ 500	\$ 16,568	3314%	10	\$ 20,403	\$ 21,500	\$ (1,097)	-5%	\$ 20,403	\$ 12,035	\$ 8,368	70%
Total Utilities -	\$ 19,784	\$ 3,429	\$ 16,355	477%		\$ 27,654	\$ 32,547	\$ (4,893)	-15%	\$ 27,654	\$ 19,950	\$ 7,704	39%

5-2.07



FY09
Consolidated Operating Expenses
For the month ending - November 30, 2008

	Current Period					Year to Date					YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09 Actual	FY08	\$ Var	% Var	
<u>PURCHASED TRANSPORTATION</u>														
503406 Contr/Paratrans	\$ 55,587	\$ 20,833	\$ 34,754	167%	11	\$ 109,073	\$ 104,165	\$ 4,908	5%	\$ 109,073	\$ 159,352	\$ (50,279)	-32%	
Total Purchased Transportation -	\$ 55,587	\$ 20,833	\$ 34,754	167%		\$ 109,073	\$ 104,165	\$ 4,908	5%	\$ 109,073	\$ 159,352	\$ (50,279)	-32%	
<u>MISC</u>														
509011 Dues & Subscriptions	\$ 4,787	\$ 5,355	\$ (568)	-11%		\$ 26,376	\$ 26,775	\$ (399)	-1%	\$ 26,376	\$ 9,167	\$ 17,209	188%	
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
509101 Emp Incentive Prog	\$ 350	\$ 1,109	\$ (759)	-68%		\$ 4,094	\$ 9,045	\$ (4,951)	-55%	\$ 4,094	\$ 4,050	\$ 44	1%	
509121 Employee Training	\$ 1,718	\$ 2,492	\$ (774)	-31%		\$ 12,999	\$ 18,460	\$ (5,461)	-30%	\$ 12,999	\$ 12,584	\$ 415	3%	
509123 Travel	\$ 1,729	\$ 6,003	\$ (4,274)	-71%		\$ 18,590	\$ 30,013	\$ (11,423)	-38%	\$ 18,590	\$ 13,386	\$ 5,204	39%	
509125 Local Meeting Exp	\$ 175	\$ 390	\$ (215)	-55%		\$ 1,172	\$ 1,950	\$ (778)	-40%	\$ 1,172	\$ 1,381	\$ (209)	-15%	
509127 Board Director Fees	\$ 1,000	\$ 1,100	\$ (100)	-9%		\$ 4,550	\$ 5,500	\$ (950)	-17%	\$ 4,550	\$ 5,750	\$ (1,200)	-21%	
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%		\$ -	\$ 270	\$ (270)	-100%	\$ -	\$ 98	\$ (98)	-100%	
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
509198 Cash Over/Short	\$ (33)	\$ 42	\$ (75)	-179%		\$ (266)	\$ 210	\$ (476)	-227%	\$ (266)	\$ 72	\$ (338)	-469%	
Total Misc -	\$ 9,726	\$ 16,545	\$ (6,819)	-41%		\$ 67,515	\$ 92,223	\$ (24,708)	-27%	\$ 67,515	\$ 46,488	\$ 21,027	45%	
<u>LEASES & RENTALS</u>														
512011 Facility Rentals	\$ 58,533	\$ 58,721	\$ (188)	0%		\$ 292,664	\$ 293,606	\$ (942)	0%	\$ 292,664	\$ 288,677	\$ 3,987	1%	
512061 Equipment Rentals	\$ 684	\$ 2,225	\$ (1,541)	-69%		\$ 6,945	\$ 11,500	\$ (4,555)	-40%	\$ 6,945	\$ 9,997	\$ (3,052)	-31%	
Total Leases & Rentals -	\$ 59,217	\$ 60,946	\$ (1,729)	-3%		\$ 299,609	\$ 305,106	\$ (5,497)	-2%	\$ 299,609	\$ 298,674	\$ 935	0%	
Total Non-Personnel Expenses -	\$ 707,940	\$ 790,529	\$ (82,589)	-10%		\$ 3,075,329	\$ 3,963,665	\$ (888,336)	-22%	\$ 3,075,329	\$ 3,087,740	\$ (12,411)	0%	
TOTAL OPERATING EXPENSE -	\$ 3,030,405	\$ 3,230,570	\$ (200,165)	-6%		\$ 14,564,687	\$ 16,206,313	\$ (1,641,626)	-10%	\$ 14,564,687	\$ 13,969,196	\$ 595,491	4%	

** does not include depreciation

Current Period Notes:

- 1) **Total Personnel Expenses** are below budget due to not being at full complement, and lower than anticipated medical costs.
- 2) **Prof & Tech Fees** are below budget due to anticipated website redesign costs straight-lined.
- 3) **Temp Help** is over budget due to vacancies and work loads.

5-2-08



FY09
Consolidated Operating Expenses
For the month ending - November 30, 2008

	Current Period					Year to Date				YTD Year Over Year Comparison			
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY09</u>	<u>FY08</u>	<u>\$ Var</u>	<u>% Var</u>
4) Security Services	are over budget due to accruals and actual invoices posted in the month of November. Accruals will be reversed in December.												
5) Repair - Rev Vehicle	is over budget due to an aging fleet that requires increased repairs. Budget increase requested at December 19 Board meeting.												
6) Fuels & Lube Rev Veh	is under budget due to the CNG conversion and the resulting economies in fuel consumption.												
7) Rev Veh Parts	is over budget due to the monthly acquisition of parts using the New Flyer Parts Credit.												
8) Non-Inventory Parts	is over budget due to initial setup for new fastener vendor - Kimball Midwest for Fleet. Budget increase requested at December 19 Board Meeting.												
9) Settlement costs	are under budget due to less than anticipated settlement costs for the month.												
10) Other Taxes	is over budget due to SVT related taxes paid in November.												
11) Contr/Paratrans	is over budget. More than budgeted rides were needed for the month.												

5-2.09



**FY2009
CAPITAL BUDGET**

For the month ending - November 30, 2008

	<u>YTD Actual</u>		<u>FY09 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>						
MetroBase Maintenance Facility	\$ 1,700,953	\$	\$ 3,605,404	\$	\$ 1,904,451	47%
MetroBase Operations Facility	\$ -	\$	\$ 9,404,019	\$	\$ 9,404,019	0%
Local Bus Replacement	\$ 3,561,384	\$	\$ 3,572,932	\$	\$ 11,548	100%
CNG Bus Conversions	\$ 1,382,989	\$	\$ 3,410,000	\$	\$ 2,027,011	41%
Pacific Station Project	\$ 2,983	\$	\$ 3,190,300	\$	\$ 3,187,317	0%
H17 Bus Replacement	\$ 2,351,425	\$	\$ 2,359,050	\$	\$ 7,625	100%
Advanced Traveller Information System	\$ -	\$	\$ 500,000	\$	\$ 500,000	0%
Facility Camera Security System	\$ -	\$	\$ 220,000	\$	\$ 220,000	0%
Bus Camera Project	\$ -	\$	\$ 205,000	\$	\$ 205,000	0%
Trapeze Pass Interactive Voice Response System	\$ -	\$	\$ 91,141	\$	\$ 91,141	0%
Replace Dispatch Console	\$ 18,048	\$	\$ 25,000	\$	\$ 6,952	72%
Subtotal Grant Funded Projects	\$ 9,017,782	\$	\$ 26,582,846	\$	\$ 17,565,064	34%
<u>District Funded Projects</u>						
<u>IT Projects</u>						
Replace Fleet & Facilities Maintenance Software	\$ -	\$	\$ 470,000	\$	\$ 470,000	0%
Upgrade District Phone System	\$ -	\$	\$ 100,000	\$	\$ 100,000	0%
GFI Data Warehouse Project: Phase I	\$ -	\$	\$ 65,000	\$	\$ 65,000	0%
Replace 4 Windows and 1 Sun Server	\$ 49,496	\$	\$ 50,000	\$	\$ 504	99%
Trapeze Pass Customer Certification Software	\$ -	\$	\$ 46,000	\$	\$ 46,000	0%
ATP - Hastus Run Time Analysis Program - IT/OPS	\$ 18,695	\$	\$ 19,264	\$	\$ 569	97%
Upgrade GFI software to System 7 Version 2	\$ -	\$	\$ 17,000	\$	\$ 17,000	0%
(2) Laptops (1) IT (1) Financial Analyst	\$ -	\$	\$ 4,500	\$	\$ 4,500	0%
FMLA Tracking Software	\$ -	\$	\$ 4,000	\$	\$ 4,000	0%
Portable Projector w/case	\$ -	\$	\$ 2,000	\$	\$ 2,000	0%
<u>Facilities Repair & Improvements</u>						
Bus Stop Improvements	\$ -	\$	\$ 179,900	\$	\$ 179,900	0%
Passenger Waiting Shelters - LNI (10)	\$ -	\$	\$ 70,000	\$	\$ 70,000	0%
Replace Roof - Watsonville Transit Center Main Building	\$ -	\$	\$ 50,000	\$	\$ 50,000	0%
Patch, Reseal, and Restripe - Greyhound Lot	\$ -	\$	\$ 21,390	\$	\$ 21,390	0%
Digital ID Card Processing Equipment	\$ -	\$	\$ 17,000	\$	\$ 17,000	0%
Fencing - Service Bldg. 1200B River St.	\$ -	\$	\$ 16,000	\$	\$ 16,000	0%
Patch, Reseal, Restripe - Cavallaro Transit Center (SVT)	\$ -	\$	\$ 7,550	\$	\$ 7,550	0%
Patch, Reseal, Restripe - Soquel Park & Ride Lot	\$ -	\$	\$ 5,650	\$	\$ 5,650	0%
Reseal Operations Facility Roof-FY08 - Retention Invoice	\$ 2,663	\$	\$ -	\$	\$ (2,663)	100%
Add Alarm Audio/Visual - OPS Bldg	\$ 1,744	\$	\$ -	\$	\$ (1,744)	100%
Spare Posi/Lock - 105 Nozzle Assembly	\$ -	\$	\$ 1,208	\$	\$ 1,208	0%

5-2.910



**FY2009
CAPITAL BUDGET**

For the month ending - November 30, 2008

	<u>YTD Actual</u>		<u>FY09 Budget</u>		<u>Remaining Budget</u>		<u>% Spent YTD</u>
<u>Revenue Vehicle Replacement</u>							
ParaCruz Van - Replacements (27)	\$ -	\$	2,840,804	\$	2,840,804		0%
ParaCruz Van - Expansion (3)	\$ -	\$	300,000	\$	300,000		0%
Rebuild Bus Engines - 1998 Fleet	\$ 115,495	\$	106,302	\$	(9,193)		109%
<u>Non-Revenue Vehicle Replacement</u>							
Supervisor Vehicle - Hybrid	\$ -	\$	29,500	\$	29,500		0%
DGS Fees - Last FY Purchase	\$ 1,651	\$	-	\$	(1,651)		100%
<u>Maint Equipment</u>							
Replace Repeater for Davenport	\$ -	\$	15,000	\$	15,000		0%
Portable Steam Cleaner - Transit Center cleaning	\$ -	\$	11,207	\$	11,207		0%
Battery Powered Walk Behind Sweeper - Pacific Station	\$ -	\$	5,500	\$	5,500		0%
Wet/Dry Vac - Pacific Station, & other Metro facilities	\$ -	\$	1,400	\$	1,400		0%
Decelerometer w/Printer	\$ -	\$	1,323	\$	1,323		0%
2000 Watt Generator	\$ -	\$	1,200	\$	1,200		0%
<u>Office Equipment</u>							
Digital Cameras - Supervisors (12)	\$ -	\$	3,500	\$	3,500		100%
<u>Admin</u>							
Purchase & Renovation of Vernon Bldg	\$ 19,792	\$	2,962,139	\$	2,942,347		1%
<hr/>							
Subtotal District Funded Projects	\$ 209,536	\$	7,424,337	\$	7,214,801		3%
<hr/>							
TOTAL CAPITAL PROJECTS	\$ 9,227,317	\$	34,007,183	\$	24,779,865		27%

5-2.2.11



**FY2009
CAPITAL BUDGET**

For the month ending - November 30, 2008

	<u>YTD Actual</u>	<u>FY09 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 752,084	\$ 2,668,343	\$ 1,916,258	28%
State/Other Capital Grants (STIP)	\$ 6,582,989	\$ 8,610,000	\$ 2,027,011	76%
State/Other Capital Grants (1B PTMISEA)	\$ 538,102	\$ 4,404,019	\$ 3,865,917	12%
State/Other Capital Grants (TCRP)	\$ 2,983	\$ 873,216	\$ 870,233	0%
State/Other Capital Grants	\$ -	\$ 500,000	\$ 500,000	0%
State Security Bond Funds (1B)	\$ 18,048	\$ 440,505	\$ 422,457	4%
STA Funding (Current Year) *	\$ -	\$ 4,918,675	\$ 4,918,675	0%
STA Funding (Prior Year)	\$ 460,344	\$ 574,325	\$ 113,981	80%
Alternative Fuel Conversion Fund	\$ 462,000	\$ 462,000	\$ -	100%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 410,768	\$ 6,440,577	\$ 6,029,809	6%
Capital Reserves	\$ -	\$ 4,115,523	\$ 4,115,523	0%
TOTAL CAPITAL FUNDING	\$ 9,227,317	\$ 34,007,183	\$ 24,779,865	27%

* Based on FY09 STA Claim of \$5,340,804

5-2.912



AGENDA

**JANUARY 21, 2009 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF DECEMBER 17, 2008**
- 5. ACCEPT RIDERSHIP REPORT FOR OCTOBER 2008**
- 6. FILE PARACRUZ OPERATIONS STATUS REPORT FOR SEPTEMBER 2008**
- 7. CONSIDERATION OF PASSENGER LOADING AND UNLOADING ZONE AT THE WATSONVILLE TRANSIT CENTER**
- 8. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**
- 9. CONSIDERATION OF FIXED ROUTE HOLIDAY SERVICE**
- 10. CONSIDERATION OF PUBLISHED BUS SCHEDULES AND ABILITY OF METRO'S FIXED ROUTE TO STAY "ON TIME" AND MAKE CONNECTIONS**
- 11. BUS OPERATOR SHIFTS**
- 12. CONSIDERATION OF REGULAR MEETING MAC CALENDAR FOR 2009**
- 13. DISTRIBUTION OF MAC VOUCHERS**
- 14. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 15. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 16. ITEMS FOR NEXT MEETING AGENDA**
- 17. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, FEBRUARY 18, 2009, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM*

5-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

November 19, 2008

The METRO Advisory Committee (MAC) met on Wednesday, November 19, 2008 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:08 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Naomi Gunther, Chair
Heidi Curry
Mara Murphy, Vice Chair
Dennis "Pop" Papadopulo
Dave Williams
Robert Yount

MEMBERS ABSENT

Stuart Rosenstein

VISITORS PRESENT

Donald Hagen, Board Member
Pat Piras, ADA Consultant
Karena Pushnik, SCCRTC

STAFF PRESENT

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

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Written:

None.

Oral:

Donald Hagen suggested that riders could pay two installments of \$25.00 for their monthly pass instead of a full payment of \$50.00 due to hard economic times and said he would like MAC's perspective on the idea and thought maybe they could make a recommendation to the Board of Directors.

Robert Yount suggested that a few MAC members and Board members go on a local radio show to promote MAC membership, encourage the public to come to MAC meetings and provide information about METRO.

Mr. Yount also expressed his extreme frustration with cigarette smokers at bus stops on West Cliff Drive.

5-4.2

4. CONSIDERATION OF MINUTES OF OCTOBER 15, 2008

ACTION: MOTION: DAVE WILLIAMS SECOND: ROBERT YOUNT

ACCEPT AND FILE MINUTES OF THE OCTOBER 15, 2008 MEETING AS PRESENTED.

Motion passed unanimously with Stuart Rosenstein being absent.

5. RIDERSHIP REPORT FOR JULY 2008 AND AUGUST 2008

Robert Yount asked if ridership has started to drop off due to declining gas prices? Ciro Aguirre answered that ridership is up by 33% and that he believes the economic situation has caused people to rethink their spending habits and view the bus as a viable option for transportation.

Chair Naomi Gunther wanted to know if there were any pass-bys on the Highway 17 Express. Ciro Aguirre replied that METRO is experiencing a large ridership and there are more standees, but there weren't any pass-bys. Mr. Aguirre reported that METRO recently purchased 5 new buses that are expected to be in service by the middle of December and that METRO is keeping 7 older buses that had been scheduled to be retired. Mr. Aguirre also mentioned METRO had reached the 700,000 passenger mark for this fiscal year.

Chair Naomi Gunther stated that she thinks METRO should highlight achievements like this one and communicate them to the community. Ciro Aguirre said there is a fact area on the website that can be updated with this type of information.

6. PARACRUZ OPERATIONS STATUS REPORT FOR JULY 2008

April Warnock reported that the July 2008 "Percent in the Ready Window" listed on page 2 of the Staff Report should be 94.44%. Robert Yount suggested that ParaCruz staff be commended for their accomplishments.

Robert Yount asked where the figures for the Performance Goals on page 3 of the Staff Report came from? April Warnock stated the Board had requested this information and this was the first time that the goals have been included in the report. Most figures were taken from the old RFP for Community Bridges as a starting point and will need to be updated for METRO.

Vice Chair Mara Murphy asked how strict ParaCruz is about a second rescheduled ride and if they drop people from the service? April Warnock said ParaCruz has not dropped anyone and explained the rescheduled ride process. Dennis Papadopulo asked if ParaCruz still had the 5-minute wait procedure? April Warnock said yes and she and Ciro Aguirre explained the process used to initiate the 5-minute wait and explained that it actually involves additional minutes.

Vice Chair Mara Murphy stated that she feels that the drivers should be consistent with policies and procedures. Ciro Aguirre explained that operators become familiar with their passengers' needs and some may provide an extra level of helpful service as a courtesy.

7. CONSIDERATION OF WHETHER METRO SHOULD ALLOW PARACRUZ ELIGIBLE RIDERS FREE FARES ON METRO'S FIXED ROUTE

Karena Pushnik distributed a cursory survey of other transit agencies that was conducted by E&D TAC, which is attached to the file copy of these minutes. METRO received E&D TAC's input on this issue through discussions related to the revisions of the Discount Fare Policy and it was recommended that METRO pursue a policy that would allow ParaCruz riders free fares on fixed route transit as a way of reducing ParaCruz costs.

Chair Naomi Gunther asked the amount of fare for ParaCruz and fixed route rides? April Warnock replied ParaCruz is \$3.00, Fixed Route is \$1.50, and the Senior/Disabled fare is \$.75.

Dave Williams suggested that for a defined period of time ParaCruz drivers could give every passenger they transport a free fixed route ride coupon and see what the results are. Robert Yount agreed that is a good idea. Pat Piras said METRO would need some way of tracking the fixed route coupons because the ParaCruz rider could give them to anyone to ride the bus for free.

Vice Chair Mara Murphy asked how much money METRO would save or how many ParaCruz riders might be using fixed route? April Warnock said that although ParaCruz has a great tracking system due to the nature of the business, currently there is no tracking for fixed route.

Pat Piras said most of the transit systems in LA County allow a free fare to their paratransit riders, because they have a very rigorous eligibility process. Other transit systems that have set up the free fare have done it under very good economic times. Ms. Piras pointed out that if anyone that has a paratransit I. D. is allowed to use fixed route for free, it creates a rush of people applying for paratransit eligibility solely to get free rides on fixed route. This also creates the potential of increased appeals and METRO currently has a really good system in place with very few appeals.

Vice Chair Mara Murphy said that education should be provided on how to ride the bus to build their comfort level. April Warnock said METRO has a fixed route Accessible Services Coordinator that provides free mobility training to seniors and disabled people of all ages.

Pat Piras explained how there could be abuses under the current eligibility determination process and that replacing the current software with a module linked to the scheduling program will make the information more readily available to reservations staff.

MAC members said that in order to understand the impact, the risks and the financial implications they would like to hear more information from METRO staff prior to making any recommendations on this issue.

8. CONSIDERATION AND REVIEW OF CONSULTANT PAT PIRAS' PARACRUZ ELIGIBILITY STUDY

Pat Piras spoke about her recommendations regarding steps METRO could take in order to provide a higher level of service and to improve the eligibility process. Ms. Piras explained that the software used to help determine eligibility should be based on a functional model rather than a medical model and it should automatically interface with METRO's reservation system. Ciro Aguirre said there are a lot of pieces that still need to be put together and reviewed by METRO's Legal department to insure that it all complies with the law.

Vice Chair Mara Murphy stated that she feels there should be a 6-month evaluation period. April Warnock said that eligibility is approved for three years and that temporary eligibility is reviewed at the end of the temporary time period. Vice Chair Mara Murphy asked if a doctor determined temporary services? Pat Piras replied that the doctor doesn't get directly involved unless METRO has questions. If an individual indicates they expect to recover from an injury within 6 months they may get an 8-month eligibility. Temporary eligibility is tailored to what can be reasonably predicted with some margin of error.

9. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS

Robert Yount reported on the stenciling of METRO logos on the bus stop benches, new bus stop developments in Boulder Creek at Mountain/ Highway 9 and Zayante Road/Felton Faire, and he updated the committee on the Felton Faire and the Soquel/Daubenbiss issues.

Vice Chair Mara Murphy mentioned she was interested in joining a newly organized ADA Committee and that she would have more information on it at a later date.

10. DISCUSS POSSIBILITY OF A WATSONVILLE MEETING AND ALTERNATE MEETING LOCATIONS

This item was continued to December to give METRO staff time to determine the feasibility.

11. HEADWAYS BUS SCHEDULE

Ciro Aguirre reported that enhancements to *Headways* include footnotes identifying UCSC trips that have back up service and the cover has been reconfigured.

Mary Ferrick said there would be some subtle changes on the integrated UCSC schedule including a new outbound stop to the 27X UC Express and later evening trips on the Route 20.

12. DISTRIBUTION OF MAC VOUCHERS

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

13. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

15. ITEMS FOR NEXT MEETING AGENDA

- Discuss Possibility of a Watsonville Meeting and Alternate Meeting Locations
- Consideration of Whether METRO Should Allow ParaCruz Eligible Riders Free Fares on METRO'S Fixed Route

ADJOURN

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 7:58 p.m.

Respectfully submitted,



KAREN BLIGHT
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH SC FUELS FOR DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL FOR AN AMOUNT NOT TO EXCEED \$1,500,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.

II. SUMMARY OF ISSUES

- METRO has a contract with SC Fuels for the delivery of CARB ultra-low sulfur diesel fuel.
- This contract was established on February 7, 2007 for a two-year period with three optional one-year extensions.
- The current contract approved by the Board of Directors will expire on January 31, 2009.
- SC Fuels has performed its duties very well under this contract and therefore, a one-year contract extension is recommended.
- Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.

III. DISCUSSION

METRO has a contract with SC Fuels for the delivery of CARB ultra-low sulfur diesel fuel that will expire on January 31, 2009. This contract was established on February 7, 2007 for a two-year period with three optional one-year extensions. During this contract period, the quality of service provided by SC Fuels has been excellent.

Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with SC Fuels for delivery of CARB ultra-low sulfur diesel fuel for an amount not to exceed \$1,500,000.

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IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Fleet FY09 Fuels and Lubricants – Revenue Vehicles budget.

V. ATTACHMENTS

None

Prepared By: Lloyd Longnecker, Purchasing Agent

5-5.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Angela Aitken, Manager of Finance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH FIRST CAPITOL AUCTION, INC. FOR PUBLIC AUCTION SERVICES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a one-year auction agreement with First Capitol Auction, Inc. for public auction services.

II. SUMMARY OF ISSUES

- Revenue and non-revenue vehicles, that are declared surplus to METRO's needs by the Board of Directors, are transported to an auctioneer for public auction sale.
- A request for auction services was solicited from qualified auction firms.
- Only one firm submitted a proposal for the METRO's review.
- Staff has reviewed and evaluated the proposal.
- Staff recommends that a one-year auction agreement be established with First Capitol Auction, Inc. to provide public auction services.

III. DISCUSSION

METRO requires public auction services for the sale of METRO transit buses, trucks, vans, automobiles and miscellaneous equipment that are surplus to the METRO's needs. A request for services was solicited from qualified auction firms. One proposal was received from First Capitol Auction, Inc. Staff have reviewed and evaluated the proposal.

First Capitol Auction, Inc., located in Vallejo, California, is a large public auction services provider. This firm provides public auction services six to eight times a year for transit agencies, cities, counties, utility companies, state, federal agencies and private industry.

First Capitol Auction, Inc. will pickup vehicles ready for auction, clean and smog the vehicle (if required) and process all DMV paperwork after the sale. First Capitol Auction, Inc. will perform an advertising campaign (mailers, emails to potential buyers, web site listings, etc.) prior to the auction date.

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The agreement will require METRO to indemnify and defend auctioneer for METRO's negligent acts or it's willful misconduct.

Staff is recommending that the Board of Directors authorize the General Manager to sign a one-year auction agreement with First Capitol Auction, Inc. to provide public auction services. Contractor will provide services meeting all METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

First Capitol Auction, Inc. will deduct from the gross auction proceeds: Seven and one half percent (7.5%) for the sales of all vehicles and equipment; and twenty percent (20%) for miscellaneous items. Transportation charges of vehicles to auction site will be deducted as follows: \$95 per running vehicle and \$85 per hour for low bed trailer service. There will be no charge for auto washing, storage, State of California vehicle safety inspections, and smog services.

V. ATTACHMENTS

Attachment A: Auction Agreement with First Capitol Auction, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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AUCTION AGREEMENT

For

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

370 ENCINAL STREET, SUITE 100

SANTA CRUZ, CA 95060

ATTN: LLOYD LONGNECKER

Submitted by:

FIRST CAPITOL AUCTION INC.

50 SOLANO AVENUE

VALLEJO, CA 94590

PHONE: (707) 552-0739

FAX: (707) 552-8613

EMAIL: [auction cap@aol.com](mailto:auctioncap@aol.com)

DATE: November 12, 2008

AUCTION AGREEMENT

FIRST CAPITOL AUCTION INC., now hereinafter referred to as (“Auctioneer”) and the undersigned (“Seller”) agree as follows:

1. AGENCY. Seller hereby appoints Auctioneer as its agent to conduct a Public Auction of personal property described below. Auctioneer shall be an independent contractor. Seller authorizes and confers upon Auctioneer the power to take all actions on its behalf necessary to complete the auction. Such as accepting cash or checks on behalf of Seller in payment for property sold, signing on behalf of Seller as the registered and/or legal owner of any motor vehicles sold to effect a transfer, and satisfying or compromising secured parties who hold or assert a lien on any Property sold at auction. Seller hereby agrees to sell the Property to the highest bidder, with no minimums, reservations, buy-backs or persons bidding for Seller. Absolutely under no circumstances whatsoever shall the Auctioneer or the staff assert a bid on behalf of an owner or consignor of equipment to this auction.
2. AUCTIONS AND PROPERTY. First Capitol Auction Inc conducts public auction about six to eight times a year at 50 Solano Avenue, City of Vallejo, State of California. None of the property may be sold before the auction without the written consent of both parties, in which case the sales proceeds shall be treated as part of the gross proceeds of the auction. All of the Property shall be at the auction at least one week prior to the auction and in the event of a failure of Seller to deliver said Property, or if Seller shall breach this contract, Seller agrees to pay the other costs as provided below and said commission based on market value of said property. First Capitol Auction, Inc. is a fully licensed auto dealer and is bonded with the State of California. Vehicles will not be offered at auction unless the Certificates of Ownership and all other documents necessary to affect a transfer of title for Motor Vehicles, Trailers and Towable Property are submitted to Auctioneer at least five (5) business days prior to the sale. All property submitted for auction shall be free and clear of any toxic waste and/or environmental hazards. If these are not environmentally safe, these items may incur additional fees or disposal costs.
3. First Capitol Auction Inc is in compliance with all State of California environmental requirements as well as in compliance with all current California Air Resource Board (CARB) requirements. For all CARB sales, you as the legal owner, must complete the “VIN Stop Request” form and submit it to CARB. The two (2) page “Out of State Sales Verification” forms should to be submitted to us upon delivery of the vehicle with “Selling Party’s Information, Vehicle Information and Engine Information” filled out. We in turn complete the “Purchaser Information” at the time of the sale notifying the buyer the item(s)

cannot be registered or operated in the State of California without being retrofitted to meet CARB requirements. The Auctioneer will submit the form back to the Seller for their records with payment.

4. COMMISSION AND EXPENSES.

A. Commission (Selling Fees)

1. Motor Vehicles and Off Road Vehicles	7.5%
2. Miscellaneous Property (Non-motor or Off Road Vehicles)	20%
3. Non running vehicles	7.5%
4. State of California Vehicle Safety Inspection	No Charge
5. Smog Service	No Charge

B. Transportation Charges an Other Services

1. Standard Towing: Non-Op Units.	See low bed
2. Standard Towing: Running Vehicles (6-8 Vehicles)	\$95.00/Veh
3. Low Bed Trailer Service	\$85.00/Hr
4. Surplus Personal Property (Miscellaneous)	\$85.00/Hr
5. Auto Wash	No Charge
6. Minor De-Identification of County and City Unites	\$50.00/Veh
7. Exempt Plates: Processing "E" Plates	No Charge
8. Storage Fees	No Charge

C. Additional Services Provided to the Public

1. Free Color Sales Brochure
2. Free Permanent Bidder Program (encouraging return bidders)
3. Free Auction Sale Catalog (this is an important selling aid for the buyer)
4. Three (3) way to bid at First Capitol Auction Inc.; live, absentee or online bidding
5. First Capitol Auction Inc does not allow or sell any special privileges such as pay to cut in line. We feel this practice is discriminatory.

6. Free hospitality barbeque at all heavy equipment sales to encourage bidder registration and inspection.

4. SECURITY INTEREST. Seller hereby gives Auctioneer a security interest in the Property and Equipment listed herein and now owned and hereinafter acquired by Seller (including insurance) and in the sales proceeds, in order to secure any and all advances which may be made to or on behalf of the Seller by Auctioneer and to secure any and all other obligations that the Seller may owe Auctioneer arising out of or in connection with this Agreement, the Property, and or any other agreement, transaction, or Property involving Seller and Auctioneer. Auctioneer shall have all the rights of a secured creditor under the Uniform Commercial code and Seller agrees to execute a financing statement enabling Auctioneer to perfect this security interest as a first lien on the Property listed herein.

5. REPRESENTATION AND INDEMNITY BY SELLER. Seller represents and warrants that title to the Property is and will be at the time of the auction, free and clear of any and all liens, security interests, encumbrances, rights and claims other than those of Auctioneer pursuant to this Agreement, Seller further represents and warrants that Seller has used no other business name or address other than the names and addresses specified in this Agreement.

Auctioneer hereby indemnifies, defends and holds Seller harmless from and against any and all losses, costs, expenses, demands, claim, causes of action and liabilities (including without limitation, reasonable attorney's fees) (collectively "losses and liabilities") related directly or indirectly to, arising out of, or in connection with the performance of services by Auctioneer under this Agreement, caused in whole or in part by the willful misconduct or any negligent act or omission of the Auctioneer, any subcontractor, anyone directly or indirectly employed by any of tem or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Seller.

Seller hereby indemnifies, defends and holds Auctioneer harmless from and against any and all losses, costs, expenses, demands, claims, causes of action, and liabilities (including without limitation, reasonable attorney's fees) (collectively "losses and liabilities") arising out of the Seller's execution of its obligations under this Agreement, caused by Seller's active negligence, sole negligence, or willful misconduct.

First Capitol Auction, Inc. and its consignors will indemnify and hold harmless Selling agency, its boards, commissions, officers and employees in performance of services here under. First Capitol Auction, Inc. will provide comprehensive general liability insurance not less then \$1,000,000.

6. GENERAL PROVISIONS

1. Within fifteen (15) banking days after the auction date, Auctioneer shall present a full accounting of the sales proceeds and expenses, and shall, if requested, document the accounting by invoices and/or vouchers. With such accounting, Auctioneer shall present Seller with a check for all monies due from such action unless delayed by legal proceedings or inability of Auctioneer, through no fault of its own, to transfer title or to comply with the Uniform

Commercial code or other laws. Auctioneer reserves the right to eliminate from settlement any property for which payment has not been made and Seller agrees to accept responsibility for reclaiming same wherever located. Auction may at their own discretion charge a 10% buyer's premium.

2. In the event a dispute arises out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees from the other party.

3. The duration of this contract shall be for a minimum of three (3) years with the option of a one (1) year extension.

First Capitol Auction Inc
50 Solano Avenue
Vallejo, Ca 94590

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

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Les White, General Manager

**SUBJECT: CONSIDERATION OF DESIGNATION OF ASSISTANT FINANCE
MANAGER TO CALTIP BOARD OF DIRECTORS AND
MANAGER OF OPERATIONS AS DESIGNATED ALTERNATE**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution designating the Assistant Finance Manager to the CalTIP Board of Directors and the Manager of Operations as the Designated Alternate.

II. SUMMARY OF ISSUES

- The District's casualty and liability insurance is provided through CalTIP, a self insured pool of California transit operators.
- The District is required to designate a representative to the CalTIP Board of Directors and an alternate representative.
- Since the CalTIP Board of Directors sets policy that affects many aspects of the District's risk management, operations and maintenance functions, the Board appointed the Assistant General Manager as the District's primary representative in 1998.
- With the retirement of the Assistant General Manager, it is necessary to appoint a replacement.
- Staff is also recommending that the Manager of Operations as the person responsible for the system safety plans be appointed as the Designated Alternate.

III. DISCUSSION

The District is a charter member of CalTIP, which was established in 1987. The Assistant General Manager has been METRO's CalTIP Director since 1998. With the retirement of the Assistant General Manager, it is necessary to appoint a new Director. Staff is recommending that the Assistant Finance Manager be appointed as METRO's Director on CalTIP. In addition, the Manager of Operations is directly involved with METRO's

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Safety Plans, including operational responsibility for the Bus Operators, so it is recommended that he be appointed as the Designated Alternate.

IV. FINANCIAL CONSIDERATIONS

There are no financial impacts, as CalTIP reimburses for all related travel expenses.

V. ATTACHMENTS

Attachment A: Resolution appointing Director and Alternate Member of the California Transit Insurance Pool (CalTIP)

**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 APPOINTING DIRECTOR
AND ALTERNATE MEMBER OF THE
CALIFORNIA TRANSIT INSURANCE POOL (CAL TIP)**

WHEREAS, the Board of Directors of the Santa Cruz Metropolitan Transit District, at its April 17, 1987 meeting, did hereby authorize participation by the District in the California Transit Insurance Pool (CalTIP) beginning July 1, 1987; and

WHEREAS, it is necessary for the Board of Directors to approve appointments of a Director and an alternate Director of the California Transit Insurance Pool; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Assistant Finance Manager is hereby appointed the Director and Manager of Operations is hereby appointed the alternate Director of the California Transit Insurance Pool to serve at the pleasure of the Board of Directors of the Santa Cruz Metropolitan Transit District

PASSED AND ADOPTED this 23rd day of January 2009, by the following vote:

AYES: Directors –

NOES: Directors –

ABSTAIN: Directors –

ABSENT: Directors –

APPROVED _____

Board Chair

ATTEST _____

LESLIE R. WHITE
Secretary/General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: January 23, 2009

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR CONTINUING TO AUDIT THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER**

I. RECOMMENDED ACTION

Authorize the General Manager to Execute a Contract with Sue Clarke for Auditing of the external route announcements at the Cavallaro Transit Center.

II. SUMMARY OF ISSUES

- Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. The announcements can be made either through the use of Talking Bus Equipment or by the individual bus operators. METRO purchased Talking Bus Equipment for purposes of making the required announcements.
- Sue Clarke has been auditing the Talking Bus external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. The information contained in Ms. Clarke's audit reports was provided in the quarterly Call Stop Reports provided to the Board of Directors through the second quarter of 2008.
- Beginning in August of 2008, the security guards at the Watsonville Transit Center began performing the external bus audits. Sue Clarke has continued to perform the external bus audits at the Bart Cavallaro Transit Center. Clarke's contract expires on 12/31/08.

III. DISCUSSION

Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. METRO purchased the talking bus equipment for purposes of making the required announcements. The equipment provides for internal and external announcements. The external announcements that announce the bus route for each bus are made at the Transit Centers and at the bus stops. These announcements alert potential passengers that a particular bus will be following a specific route. These announcements are critical to insure that all passengers know which bus they should board to get to their destination. METRO staff has determined that at the Transit Centers the external announcements should call out the routes four times before the bus departs from the center.

The purpose of the contract with Sue Clarke is so that she can verify that the bus operators are making the required four announcements before they depart from the Bart Cavallaro Transit Center. This verification system will ensure that METRO is able to properly defend itself should anyone dispute that METRO is calling out the stops in compliance with the law.

Attached is the current contract for Sue Clarke, who has been auditing the required external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. Her contract was modified in August of 2008 to only include the Bart Cavallaro Transit Center. The security guards at the Watsonville Transit Center began performing the audit at that location. Ms. Clarke's current contract expires on 12/31/08. If the Board of Directors approves this recommendation to continue the audits, this current contract will be used for the new contract, the only change will be in the contract period, which will be February 1, 2009 through December 31, 2009. Ms. Clarke will continue performing audits at the Bart Cavallaro Transit Center only, not to exceed five hours per week.

IV. FINANCIAL CONSIDERATIONS

Ms. Clarke has been auditing 5 hours per week. She is paid at the rate of \$25.00 per hour, or \$125.00 per week. This contract would continue these financial arrangements through the end of 2009.

V. ATTACHMENTS

Attachment A: Current Independent Contractor Agreement

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Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of February, 2009, by and between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called METRO, and Susan Clarke, hereinafter called CONTRACTOR. The parties agree as follows:

1. METRO NEEDS:

METRO has a need for a Call Stop Surveyor who will audit the METRO buses at the Bart Cavallaro Transit Center to determine how many times those buses audited make the external route announcements before departing from the transit center. Contractor has a desire to audit buses at this transit center for METRO under the terms and conditions set forth herein.

2. DUTIES:

CONTRACTOR agrees to exercise special skill to accomplish the following result: **Audit External Bus Announcements at the Bart Cavallaro Transit Center and provide information to METRO re each audit and its results.**

3. COMPENSATION:

In consideration for CONTRACTOR accomplishing said result, METRO agrees to pay CONTRACTOR as follows: **\$25.00 per hour to a maximum of 5 hours per week. Contractor shall bill the District monthly setting forth the time, date, location, bus number and audit results of each bus audited and the specific times and dates that Contractor was in audit status.**

4. TERM:

The term of this contract shall be effective from February 1, 2009 through December 31, 2009.

5. EARLY TERMINATION:

Either party hereto may terminate this contract at any time by giving (30) days written notice to the other party.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless METRO (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the

5-8.a1

METRO. Such indemnification includes any damage to person(s), or property (ies) of CONTRACTOR and third persons.

- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to METRO and METRO's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. EQUAL EMPLOYMENT OPPORTUNITY.

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any METRO employee because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties.

8. INDEPENDENT CONTRACTOR STATUS.

CONTRACTOR and METRO have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the METRO. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. METRO agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than the METRO has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS:

- (a) The extent of control which, by agreement, METRO may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the METRO supplies the instrumentality, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of METRO; (i) CONTRACTOR and METRO believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The METRO conducts public transportation business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

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By their signatures to this Agreement, each of the undersigned certifies that it is his considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT.

CONTRACTOR shall not assign this Agreement without prior written consent of the METRO.

10. RETENTION AND AUDIT OF RECORDS.

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by METRO, whichever comes first. CONTRACTOR hereby agrees to be subject to the examination and audit by the METRO, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. ATTACHMENTS

This Agreement includes the following attachments (identify by name or write "NONE"):

NONE

12. NOTICES:

Any notice, demand, request, consent approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight hours from the time of mailing if mailed as provided in this Article 12.

METRO:
Margaret Gallagher
District Counsel
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

CONTRACTOR:
Susan Clarke
325 Vista Robles Drive
Ben Lomond, CA 95005

13. TIME OF THE ESSENCE:

Time is of the essence of each provision of this Agreement.

5-8.a3

14. DRUG AND ALCOHOL POLICY

Contractor and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at any District facility, or distribute same to METRO's employees, passengers, or the general public.

15. SMOKE FREE

The Centers are smoke free facilities. Contractor shall comply with State law and the City Ordinance regarding smoking. Contractor and its employees and customers shall not smoke tobacco products at the Transit Centers or while performing services under this Agreement.

16. ALL AMENDMENTS IN WRITING

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

17. NONDISCRIMINATION

Contractor shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this Agreement agreement.

18. 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.

19. GOVERNING LAW & COMPLIANCE WITH ALL LAWS

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

20. ATTORNEYS' FEES

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of 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 his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of

5-8.94

a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

21. AUTHORITY

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

METRO

CONTRACTOR

By: _____

By: _____

370 Encinal Street, Ste. 100
Santa Cruz, CA 95060
(831) 426-6080

Address:

APPROVED AS TO FORM:

Telephone:

By: _____
District Counsel

Federal Tax ID No:

DISTRIBUTION:
Contractor
Administration
Finance
Purchasing
Department Manager

5-8.a5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23rd, 2009
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of October 2008.
- ParaCruz Performance Goals are reflected in the Comparative Statistics Table in order to better compare actual performance.
- 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 reflecting pick-ups beyond the "ready window".

5-9.1

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”.

	October 2007	October 2008
Total pick ups	8449	8766
Percent in “ready window”	93.66%	93.67%
1 to 5 minutes late	2.41%	2.67%
6 to 10 minutes late	1.36%	1.71%
11 to 15 minutes late	1.10%	.85%
16 to 20 minutes late	.50%	.57%
21 to 25 minutes late	.28%	.19%
26 to 30 minutes late	.18%	.21%
31 to 35 minutes late	.14%	.05%
36 to 40 minutes late	.11%	.05%
41 or more minutes late (excessively late/missed trips)	.02%	.07%
Total beyond “ready window”	6.34%	6.33%

During the month of October 2008, ParaCruz received four (4) Customer Service complaints and three (3) compliments. Two (2) of the complaints were valid, and two (2) were not valid.

As a way to monitor performance for selected items, two new columns have been added to the Comparative Operating Statistics Table. They are titled, respectively, ‘Performance ‘ and ‘Performance Goals’. These new columns identify what the average is for the unpredictable factors, and performance goals that we have established for reported items where performance is a critical indicator to ParaCruz’ efficiency.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** Comparative Operating Statistics Table for October 2008.
- Attachment B:** Number of Rides Comparison Chart
- Attachment C:** Shared vs. Total Rides Chart
- Attachment D:** Mileage Comparison Chart
- Attachment E:** Year To Date Mileage Chart
- Attachment F:** Daily Drivers vs. Subcontractor Chart

5-9.2

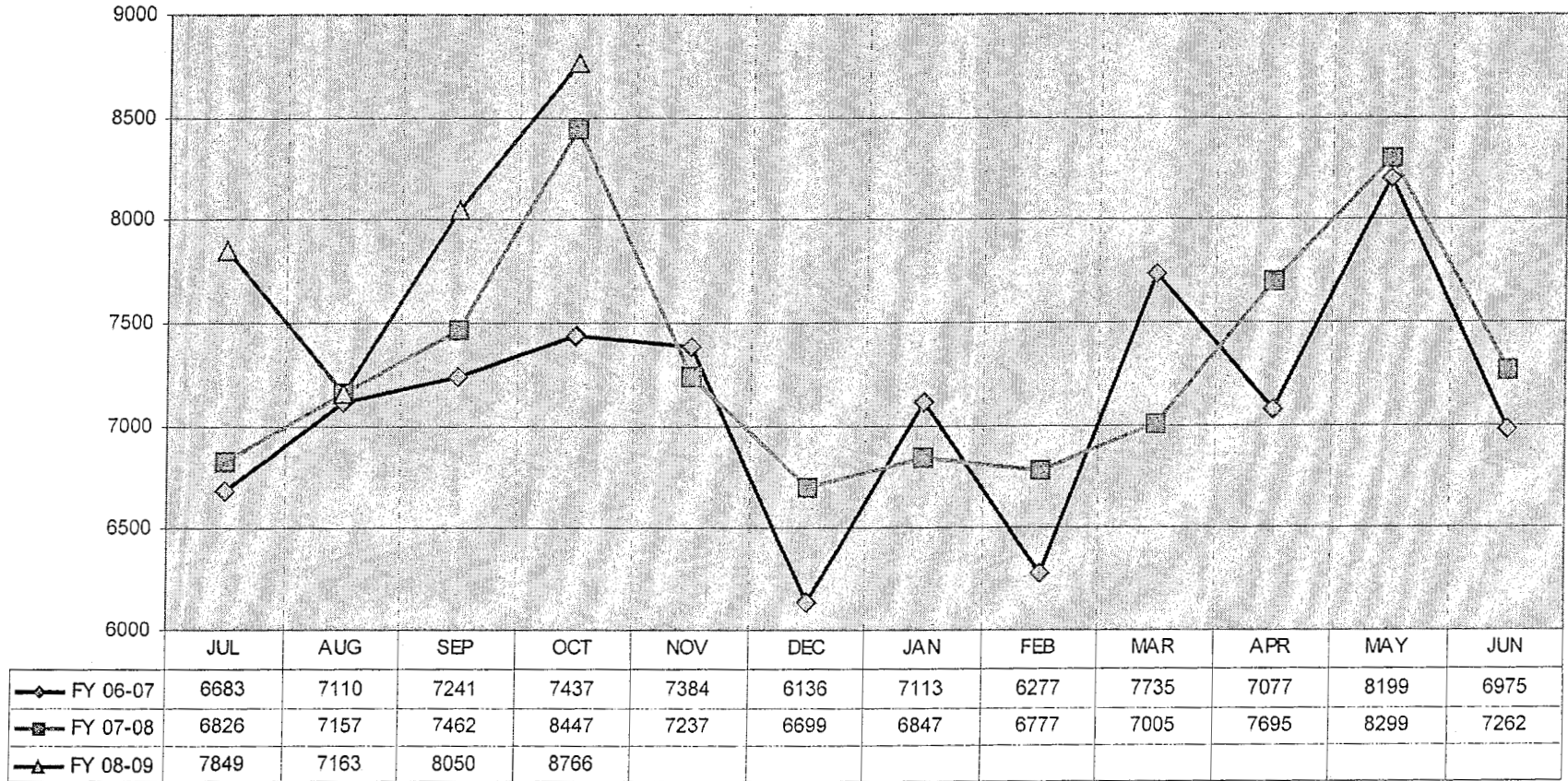
Attachment **A**

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

	Oct 07	Oct 08	Fiscal 07-08	Fiscal 08-09	Performance Averages	Performance Goals
Requested	8993	9374	31,627	33,624	8082	
Performed	8449	8766	29,894	31,828	7471	
Cancels	14.97%	17.48%	15.06%	16.44%	17.53%	
No Shows	2.01%	2.46%	2.28%	3.08%	2.79%	Less than 3%
Total miles	53,628	57,099	195,014	212,931	49,178	
Av trip miles	5.01	4.97	5.13	5.11	5.01	
Within ready window	93.66%	93.67%	93.82%	93.11%	94.01%	92.00% or better
Excessively late/missed trips	1	6	12	19	3.08	Zero (0)
Call center volume	6436	6984	24,429	21,058	6313	
Call average seconds to answer	31	39	30	36	30.08 seconds	Less than 2 minutes
Hold times less than 2 minutes	96%	95%	95%	96%	96%	Greater than 90%
Distinct riders	827	831	1,249	1,259	786	
Most frequent rider	56 rides	56 rides	189 rides	184 rides	56 rides	
Shared rides	67.9%	65.5%	64.6%	63.7%	68.03%	Greater than 60%
Passengers per rev hour	2.39	2.10	2.36	2.16	2.24	Greater than 1.6 passengers/hour
Rides by supplemental providers	20.17%	15.65%	22.27%	9.58%	10.06%	No more than 25%
Vendor cost per ride	\$22.27	\$23.67	\$22.83	\$22.86	\$22.43	
ParaCruz driver cost per ride (estimated)	\$22.72	\$23.21	\$24.20	\$23.63	\$24.77	
Rides < 10 miles	82.63%	70.04%	82.95%	70.34%	71.89%	
Rides > 10	17.37%	29.96%	17.05%	29.66%	28.11%	

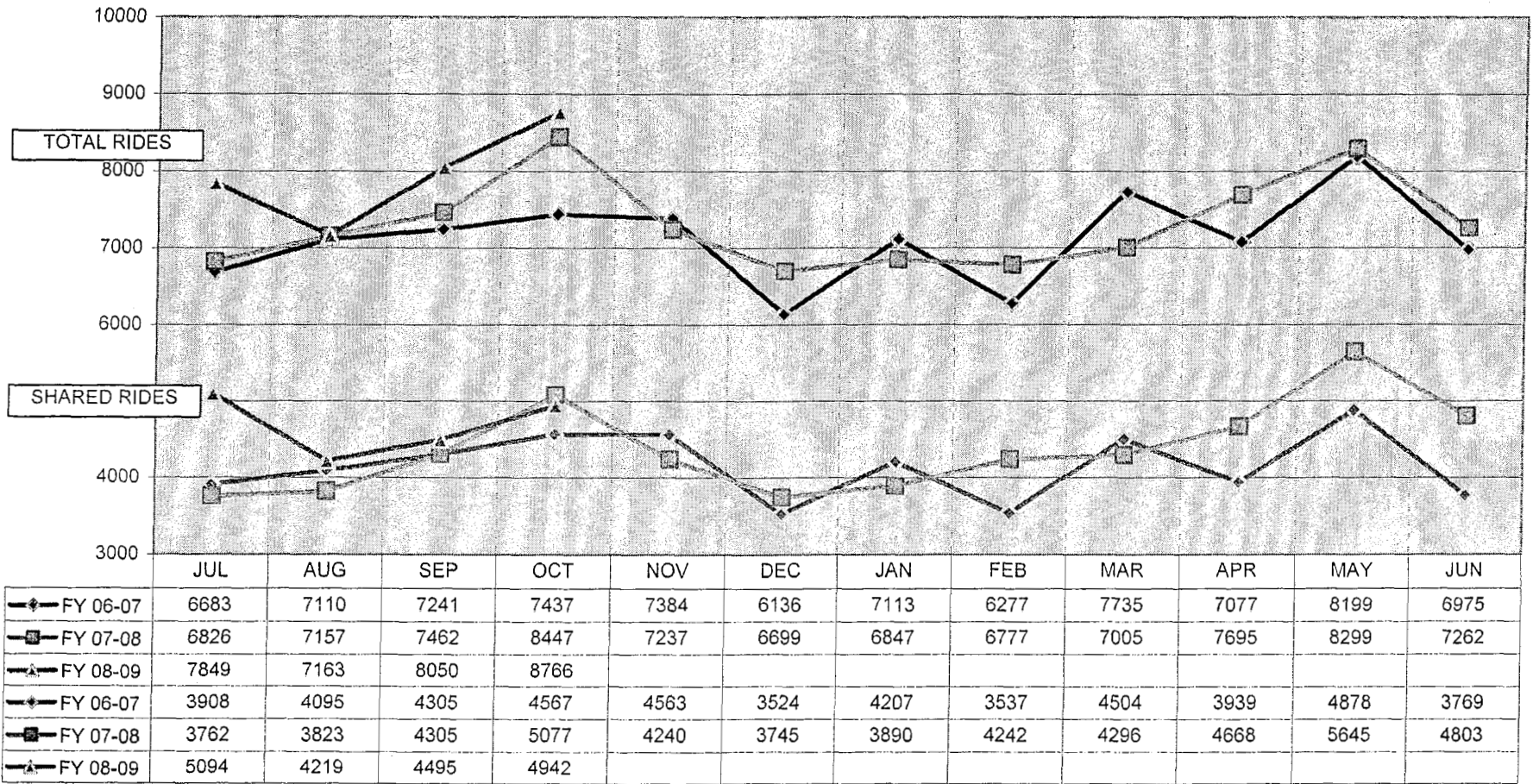
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NUMBER OF RIDES COMPARISON CHART



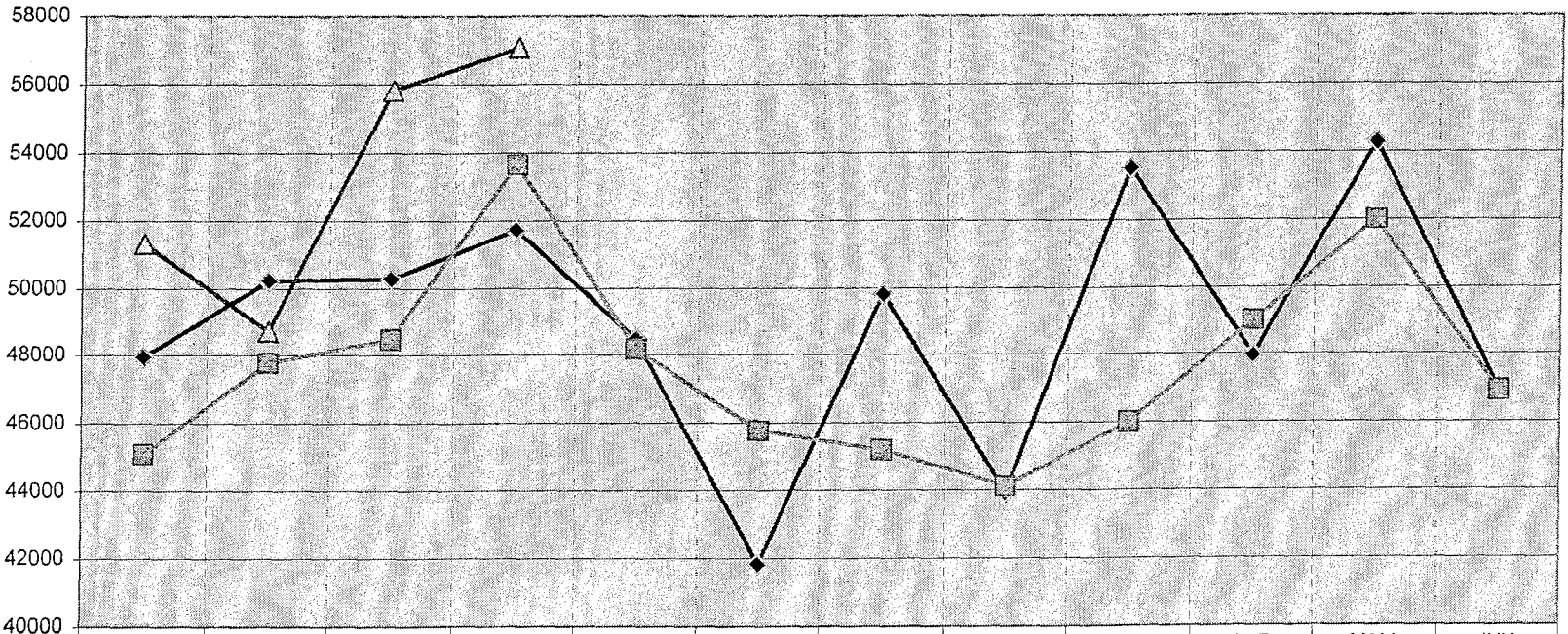
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TOTAL vs. SHARED RIDES



5-9.21

MILEAGE COMPARISON

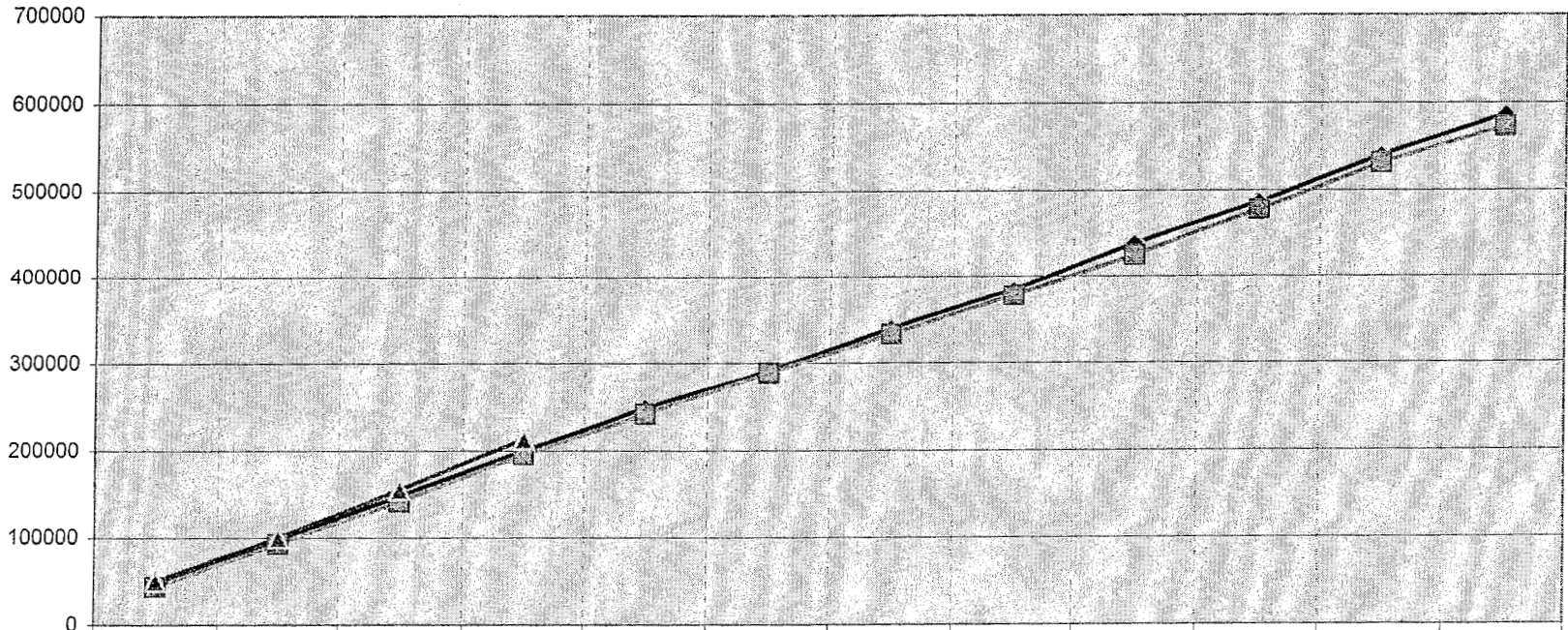


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
◆ FY 06-07	47981	50232	50255	51677	48456	41828	49776	43976	53534	47989	54255	46976
■ FY 07-08	45123	47780	48487	53636	48186	45805	45200	44106	46046	48975	51961	46958
▲ FY 08-09	51320	48692	55823	57099								

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Attachment D

YEAR TO DATE MILEAGE COMPARISON

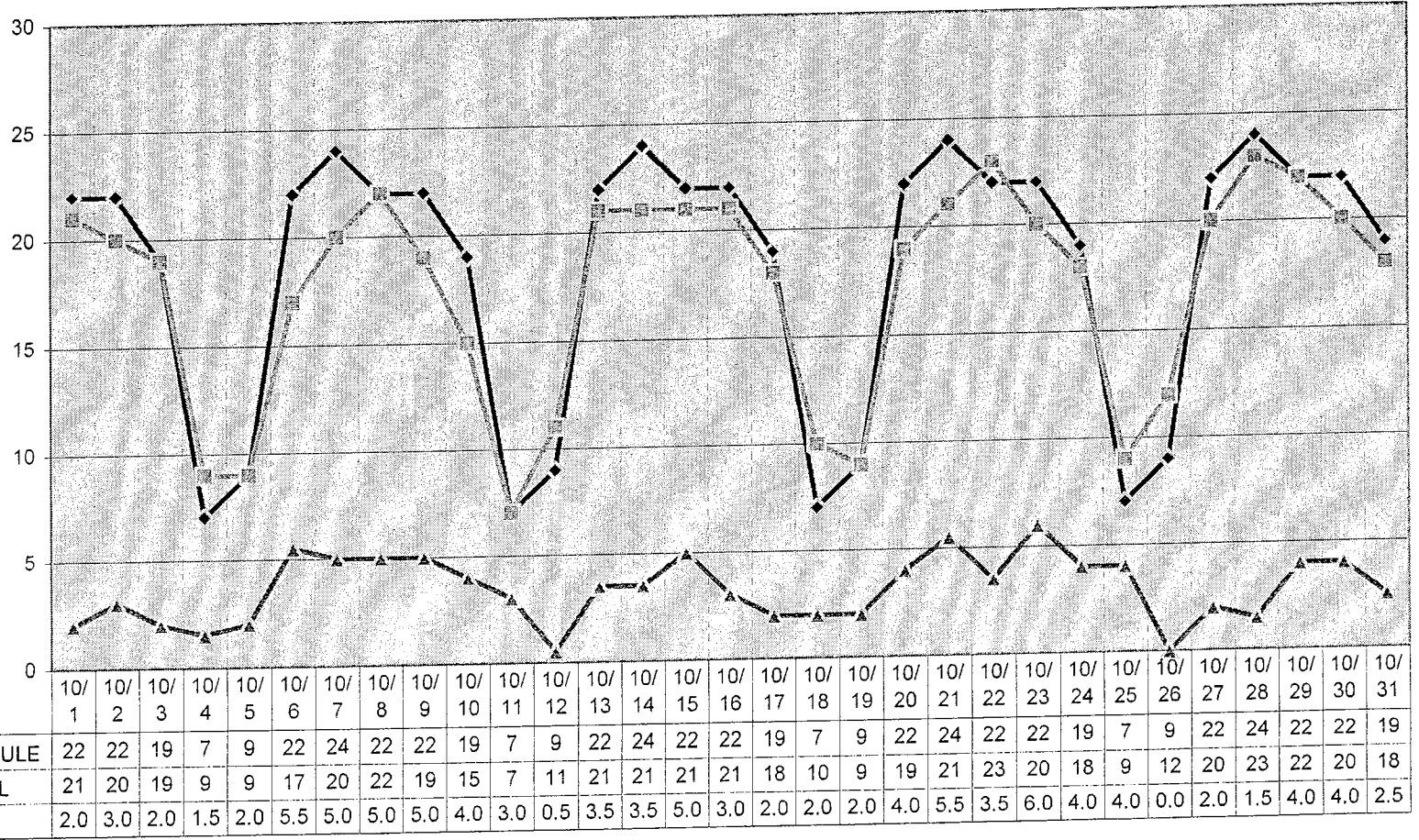


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
◆ FY 06-07	47981	98213	148468	200145	248601	290429	340205	384181	437715	485704	539959	586935
■ FY 07-08	45123	92903	141390	195026	243212	289017	334217	378323	424761	478831	530792	572750
▲ FY 08-09	51320	100012	155835	212931								

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Attachment E

DAILY DRIVER vs. SUBCONTRACTOR



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HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

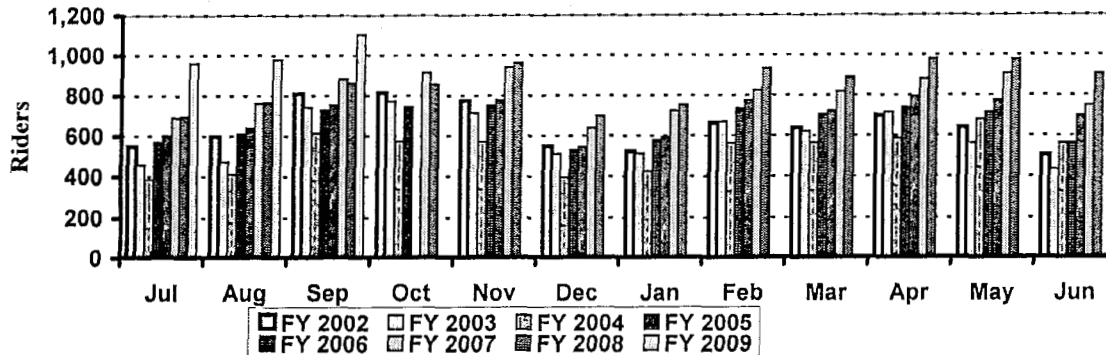
FISCAL YEAR 2009

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

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

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

HIGHWAY 17 EXPRESS
Average Weekday Ridership History



FYTD COMPARISON
2009 vs. 2008

	FY 2009	FY 2008	
	Jul '08 to Sep '08	Jul '07 to Sep '07	Percent Change
# of Weekdays	64	63	1.6%
Total Ridership	79,919	59,913	33.4%
Avg. Wkday Ridership	1,012	772	31.1%
Avg Sat Ridership	553	394	40.3%
Avg Sun Ridership	532	385	38.1%
Revenue Hours	4,400	4,281	2.8%
Riders Per Rev. Hour	18.16	14.00	29.8%

5-10.1

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

FISCAL YEAR 2009

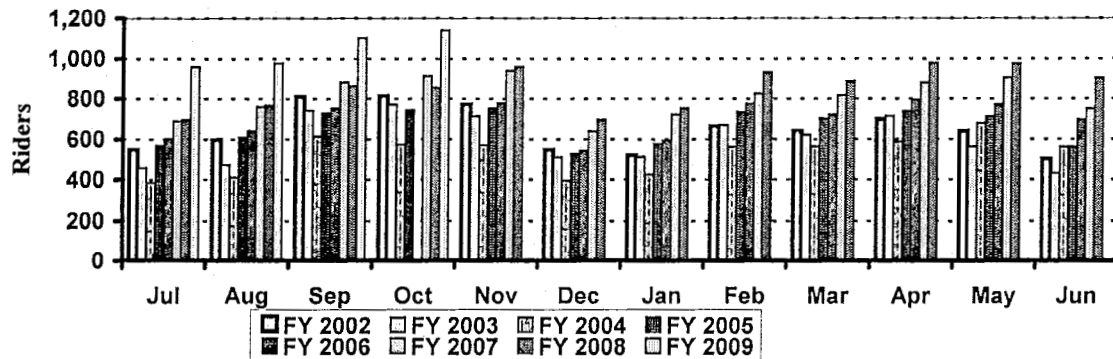
MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	26,183	27,827	31,536								
Avg. Weekday Ridership	959	977	1,101	1,140								
Avg. Saturday Ridership	540	566	550	633								
Avg. Sunday Ridership	531	565	500	697								
Total Service Days	31	31	30	31								
Number of Weekdays	22	21	21	23								
Number of Saturdays	4	5	4	4								
Numbers of Sundays	5	5	5	4								
Revenue Hours	1,483	1,449	1,468	1,618								

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

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	52,092	79,919	111,455								
Avg. Weekday Ridership	959	968	1,012	1,046								
Avg. Saturday Ridership	540	554	553	572								
Avg. Sunday Ridership	531	548	532	567								
Revenue Hours	1,483	2,932	4,400	6,018								

HIGHWAY 17 EXPRESS

Average Weekday Ridership History



FYTD COMPARISON

2009 vs. 2008

	FY 2009	FY 2008	Percent Change
# of Weekdays	87	86	1.2%
Total Ridership	111,455	83,580	33.4%
Avg. Wkday Ridership	1,046	794	31.7%
Avg Sat Ridership	572	411	39.1%
Avg Sun Ridership	567	414	36.8%
Revenue Hours	6,018	5,798	3.8%
Riders Per Rev. Hour	18.52	14.42	28.5%

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Leslie R. White, General Manager

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

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the December 4, 2008 Regular SCCRTC Meeting

5-11.1

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

MINUTES

Thursday
December 4, 2008
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA

1. Roll Call

Members Present:

Jan Beautz	Kirby Nicol
Dene Bustichi	Ellen Pirie
Gustavo Gonzalez	Emily Reilly
Andy Schiffrin	Pat Spence
Randy Johnson	Donna Ziel
Antonio Rivas	Marcela Tavantzis
Aileen Loe (ex officio)	

Staff Present:

George Dondero	Gini Pineda
Luis Mendez	Yesenia Parra
Kim Shultz	Rachel Moriconi

2. Oral Communications

Jack Nelson thanked Commissioner Beautz for her many years of service to the community. He referred to a study that states that over a 50 year period even vehicles that are fuel efficient will increase carbon dioxide emissions after the addition of auxiliary lanes.

3. Additions or deletions to consent and regular agendas - None

CONSENT AGENDA (Schiffrin/Rivas) approved unanimously

MINUTES

4. Approved minutes of the November 6, 2008 regular SCCRTC meeting
5. Approved minutes of the November 20, 2008 Transportation Policy Workshop
6. Accepted draft minutes of the November 17, 2008 Bicycle Committee meeting
7. Accepted draft minutes of the November 20, 2008 Interagency Technical Advisory Committee meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

8. Approved Elderly and Disabled Transportation Advisory committee (E&D) TAC and staff recommendations regarding appointment of an alternate position to the E&D TAC

BUDGET AND EXPENDITURES ITEMS

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

ADMINISTRATION ITEMS

10. Approved the notification to CalPERS on the 2009 RTC medical insurance contributions for active and retired RTC employees (Resolution 08-09)
11. Approved the execution of the Social Security Application and Agreement (Resolution 09-09)

INFORMATION/OTHER ITEMS

12. Accepted monthly meeting schedule
13. Accepted correspondence log
14. Accepted letters from SCCRTC committees and staff to other agencies
 - a. Letter to Michael A. Giuliano, District Local Assistance Engineer, Department of Transportation regarding support for the F 09-10 bicycle transportation (BTA) grant application-Harbor High Connection Project from Daniel Kostelec, Chair of the RTC Bicycle Committee
 - b. Letter to Mike Chrisman, Secretary of Resources, The Resources Agency regarding the City of Santa Cruz grant application: San Lorenzo River Trestle Bridge Connections Project from Executive Director, George Dondero
15. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
16. Accepted information items
 - a. Publication of the League of American Bicyclist, September/October 2008 issue: "13 Companies Earn New Bicycle Friendly Business Status"
 - b. Oregon Department of Transportation: Oregon's Mileage Fee concept and Road User Fee Pilot Program final report, November 2007

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REGULAR AGENDA

17. Adjourned to special meeting of the Service Authority for Freeway Emergencies

The Commission adjourned to the SAFE meeting at 9:10 am.

The Commission reconvened to the regular meeting at 9:12 am.

18. Accepted commissioner reports - Oral Reports - none
19. Appreciation of departing commissioners for their service

Commissioner Randy Johnson presented certificates of appreciation to outgoing Commissioners Jan Beautz and Emily Reilly. Ms. Beautz was recognized for 18 years of service on the Commission. She participated in the Transportation Funding Task Force, the Budget and Administration/Personnel Committee and the Highway Construction Authority. Commissioner Reilly was recognized for serving 8 years on the Commission. She also participated in the Transportation Funding Task Force and was praised for her tireless work on the Mission Street Widening Project.

20. Election of 2009 SCCRTC chair and vice-chair

Commissioner Beautz moved to nominate Commissioner Randy Johnson for the position of Chair and Commissioner Mark Stone as Vice-Chair. Commissioner Pirie seconded the motion and it passed unanimously.

21. Accept director's report - Oral Report

Executive Director George Dondero reported that he will be meeting with incoming AMBAG Executive Director John Doughty on a monthly basis. He said that CDs of the SLOCOG blueprint presentation given at the November meeting are available to Commissioners. He announced that the RTC recently secured previously appropriated Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds which will temporarily sustain the Commute Solutions program. He also said that Chris Metzger resigned from Nolte Associates and will be replaced on the Commission's Highway 1 projects by Steve Hyatt.

22. Accept Caltrans report and consider action items

Aileen Loe, Caltrans District 5, said that the construction report is complete and up to date. She said that the state is drafting a stimulus package in anticipation of a federal proposal for projects that are ready to be constructed.

Commissioner Nicol said that Caltrans should be complimented on completing an off-ramp lane at Highway 1 and 41st Avenue which greatly improves circulation at the congested intersection.

5-11.a3

23. Highway 1 Soquel/Morrissey Auxiliary Lanes Project-Cooperative Agreement with Caltrans for final design and right-of-way

Senior Planner Kim Shultz said that while Caltrans reviews public comments and prepares responses, it is time to determine the roles and responsibilities of the RTC and Caltrans for the final design and right-of-way phase of the Highway 1 Soquel to Morrissey Auxiliary Lanes project. He said that the Cooperative Agreement defines these roles including the scope of work, costs and a funding summary.

Commissioners asked about the estimated time for the final design, when the Commission will act on the environmental document and if Caltrans will be solely responsible for construction. Mr. Shultz said that the final design should be ready in about 18 months; that the Commission will act on the environmental document in late spring or early summer; and that there is a good chance that the RTC will manage construction of the project. He said that a decision for the RTC to act as construction manager for the project would reflect a mutual agreement with Caltrans and would require Commission approval.

Commissioner Beautz moved and Commissioner Rivas seconded to approve staff recommendations that the Regional Transportation Commission approve a resolution authorizing the Executive Director to sign a Cooperative Agreement with the state for the final design and right-of-way phase of the Highway 1 Soquel/Morrissey Auxiliary Lanes project.

The motion (Resolution 11-09) passed unanimously.

24. 2009 State and Federal Legislative agendas and legislative update

Senior Planner Rachel Moriconi said that the draft agendas include input from the November Transportation Policy Workshop, the Interagency Technical Advisory Committee, The Elderly and Disabled Transportation Advisory Committee and the Bicycle Committee. She said that five of the 13 recommendations from the Bicycle Committee were not included in the draft legislative agendas and that staff recommends considering those items when specific legislation and additional analysis is available. She noted that they were included in the packet for the Commission's review and consideration. She said that regarding the state agenda, staff will be advocating that transit funds and Proposition 42 funds are safeguarded and will focus on preserving and increasing transportation funding. The emphasis on the federal agenda is to provide ready-to-go projects in the event that an infrastructure stimulus package materializes and to participate in the development of the next Federal Transportation Act.

Commissioners discussed the recommendations from the Bicycle Committee that were not included in the staff recommendations.

5-11.94

Commissioner Pirie moved and Commission Alternate Schiffrin seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Adopt the 2009 State and Federal Legislative Agendas; and
2. Receive a verbal update on the State Budget and take action, if necessary;
3. Accept the staff analysis of the Bicycle Committee recommendations not included in the agendas and direct staff to return to the Commission when specific bills related to the Bicycle Committee's outstanding recommendations are available.

Commissioners discussed the recommendation to modify the language of SB 45 in order to preserve the current formulas for distributing State Transportation Improvement Program (STIP) funds, allowing regions to determine their priorities. The language clarification is intended to stop the California Transportation Commission practice of redirecting funds according to its priorities, which sometimes clash with local priorities. Commissioner Pirie asked if there is potential for legal challenge to the practice and Ms. Moriconi said that while there may be, legislative clarity is probably a less expensive alternative.

Commission Alternate Schiffrin asked the maker of the motion to include in the motion a request for a report from legal counsel to see if there is a basis for a legal challenge to the CTC's STIP practices. Commissioner Pirie agreed and the motion passed unanimously.

25. Review of items to be discussed in Closed Session

The Commission adjourned into Closed Session at 9:52 am.

CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

26. Report on closed session – N/A

27. Santa Cruz Branch Rail Line Acquisition Project

Deputy Director Luis Mendez provided information regarding the work that must be done before the purchase of the Branch Line can be finalized. This

5-11.95

includes completing the Phase II Environmental Site Assessment, a track inspection and a business and management plan. Amendments to three consultant contracts are necessary to help complete this work.

Commission Alternate Schiffrin moved and Commissioner Rivas seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Approve a resolution amending the contract with AMEC Geomatrix to add \$11,500 for site reconnaissance;
2. Approve a resolution amending the contract with Egan Consulting Group to add \$30,000 for subconsultant work to produce a track inspection; and
3. Approve a resolution amending the contract with Renaissance Rail Group to reduce Tim Eklund's hourly rate to \$150.00 and to add \$20,000 for freight service analysis, production of a business plan, and negotiations assistance.

The motion (Resolutions 12-09, 13-09, 14-09) passed unanimously.

28. Next Meetings

The next Transportation Policy Workshop is scheduled for Thursday, December 18, 2008 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, January 8, 2009 at 9:00 a.m. at the Santa Cruz City Council Chambers, 809 Center Street., Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Jack Nelson	
John Presleigh	County DPW
Les White	SCMTD
Bill Comfort	
Rahn Garcia	County Counsel
Cliff Walters	Sierra Railroad

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: **CONSIDERATION OF CONTRACT RENEWAL WITH DIXON & SON TIRES, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES**

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son Tires, Inc. to extend the term of the contract for one (1) additional year and allow a price increase equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on March 1, 2009 for Bandag Retreading, Non Revenue Tires, valve stems and labor.

II. SUMMARY OF ISSUES

- METRO established a contract with Dixon & Son Tires, Inc. for revenue and non-revenue tires on March 1, 2006.
- METRO has an option to renew this contract for four (4) additional one-year terms.
- Dixon & Son Tires, Inc. has indicated that they are interested in extending the contract an additional year to February 28, 2010 with a price increase equal to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area for Bandag retreading, non-revenue tires, valve stems, and labor.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son Tires, Inc. to extend the term of the contract for one (1) additional year and allow a price increase equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on March 1, 2009 for Bandag retreading, non-revenue tires, valve stems and labor.

III. DISCUSSION

METRO's current contract with Dixon & Son Tires, Inc. for revenue and non-revenue tires is due to expire on February 28, 2009. Dixon & Son, Inc. has provided good service under this contract. An extension of the contract would be favorable to METRO. Section 3.02 of the contract allows METRO the option to renew the contract for four (4) additional one-year terms. Dixon & Son, Inc. has also reviewed the contract and has indicated their desire to extend the contract for one additional year with a price increase equal to the annual percentage change in

5-12.1

the Consumer Price Index for the San Francisco – Oakland – San Jose area as provided in the original contract.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son Tires, Inc. to extend the term of the contract for one (1) additional year and allow a price increase equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on March 1, 2009 for Bandag retreading, non-revenue tires, valve stems and labor.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract amendment are included in the Fleet FY09 (\$180,000) and FY10 (\$187,000) Tires and Tubes budget.

V. ATTACHMENTS

Attachment A: Letter from Dixon & Son Tires, Inc.

Attachment B: Amendment to Contract with Dixon and Son Tires, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

5-12.2



DIXON & SON TIRES INCORPORATED

Attachment **A**

DIXON AND SON TIRE INC.
125 WALKER ST
WATSONVILLE, CA 95076

January 09 2009

Santa Cruz Metropolitan
Transit District
120 Du Bois Street
Santa Cruz, Ca 95060

Attn: Lloyd Longnecker,

Re: Letter of Intent to Extend Revenue and Non Revenue Vehicle Tires Contract.

Dixon & Son Tire would like to extend the current Tire Contract with the Santa Cruz Metro for an additional year. With the option of a price increase equal to the Consumer Price Index for the San Francisco Bay on Bandag Retreading, Non Revenue Tires, Valve Stems, and Labor.

All new Revenue Tire will remain the same as last year and be billed at the net state price.

The state adjusts the net state prices annually on March 1

We look forward to continuing doing business with you, and if you have any questions Or comments, please call me at (831) 722-4197.

Thank you,

Jayne Dixon

125 Walker St. Watsonville CA. 95076
Tel. (831) 722 4197

5-12.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT FOR REVENUE AND NON-REVENUE TIRES**

This Third Amendment to the Contract for revenue and non-revenue tires is made effective March 1, 2009 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Dixon and Son Tires, Inc. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for revenue and non-revenue tires ("Contract") on March 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has requested a price increase equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on March 1, 2009 for Bandag retreading, non-revenue tires, valve stems and labor.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

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

This Contract shall continue through February 28, 2010. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

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

Effective March 1, 2009, prices shall be increased equal to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose Area in effect on March 1, 2009 for Bandag retreading, non-revenue tires, valve stems and labor.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
DIXON AND SON TIRES, INC.

By _____
Dave H. Dixon
Owner

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-12.62²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager
April Warnock, Paratransit Superintendent

SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES AND STEVE'S UNION FOR PARACRUZ VEHICLE FUELING SERVICES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Cruz Car Wash for ParaCruz vehicle washing services and to Steve's Union for ParaCruz vehicle fueling services to extend the term of the contracts for one (1) additional year and to allow an increase in the rate of compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area of 3.6% for the Cruz Car Wash contract.

II. SUMMARY OF ISSUES

- METRO established contracts with Cruz Car Wash for ParaCruz vehicle washing services and Steve's Union for ParaCruz vehicle fueling services on March 1, 2005.
- Both contracts will expire on February 28, 2009.
- Both contracts may be renewed for four (4) additional one-year terms.
- Both Contractors have indicated that they are interested in extending the contract one additional year to February 28, 2010.
- Staff recommends that the Board of Directors authorize the General Manager to execute amendments to both contracts to extend the contract terms for one additional year.
- Staff also recommends that the Board of Directors allow an increase in compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area of 3.6% for the Cruz Car Wash contract.

5-13.1

III. DISCUSSION

METRO established contracts with Cruz Car Wash for ParaCruz vehicle washing services and Steve's Union for ParaCruz vehicle fueling services on March 1, 2005. Both contracts will expire on February 28, 2009. Section 4.01 of the contracts allow METRO the option to renew the contracts for four (4) additional one-year terms. Both contractors have provided good service under these contracts. An extension of the contracts would be favorable to METRO. Both contractors have also reviewed the contracts and have indicated their desire to extend their contract for one additional year. Cruz Car Wash has indicated that they will renew the contract for the additional one year term with an increase in compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area of 3.6% as allowed for under the terms of the contract.

Staff recommends that the Board of Directors authorize the General Manager to execute amendments to both contracts to extend the contract terms for one additional year. Staff also recommends that the Board of Directors allow an increase in compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area of 3.6% for the Cruz Car Wash contract.

IV. FINANCIAL CONSIDERATIONS

Funds to support these contracts are included in the ParaCruz FY09 operating budget. The ParaCruz vehicle washing contract is budgeted for \$10,000/yr and the ParaCruz vehicle fueling contract is budgeted for \$250,000 for this fiscal year.

V. ATTACHMENTS

- Attachment A:** Letter from Cruz Car Wash
- Attachment B:** Cruz Car Wash Contract Amendment
- Attachment C:** Letter from Steve's Union
- Attachment D:** Steve's Union Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent

5-13.2



Full Service Car Wash & Gas
Express Detail Service

Sunday, January 04, 2009

Lloyd Longnecker

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

Re: District Contract No. 04-10, 2009-2010 Renewal of Contract

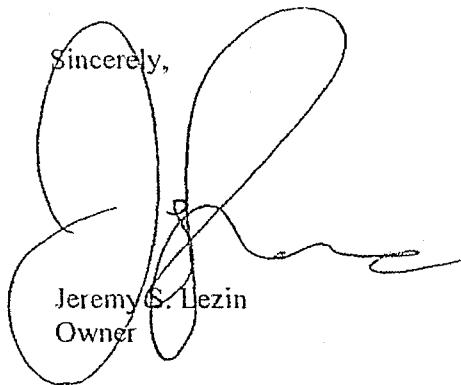
Dear Lloyd,

I am in receipt of your letter of December 31st, regarding the renewal of our contract with Metro to wash ParaCruz vehicles. We would like to renew this contract and adjust the price, per the San Francisco-Oakland-San Jose Consumer's Price Index.

Our current all-inclusive price for Metro is \$15.78 per vehicle. With the Consumer's Price Index of 3.6% applied, the new price will be \$16.34, as of March 1, 2009.

I look forward to hearing from you and continuing our great relationship.

Sincerely,



Jeremy S. Lezin
Owner

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT NO. 360
FOR PARACRUZ VEHICLE WASHING SERVICES**

This Fourth Amendment to Contract No. 360 for ParaCruz vehicle washing services is made effective March 1, 2009 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and CRUZ CAR WASH ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for ParaCruz vehicle washing services ("Contract") on March 1, 2005.

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

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through February 28, 2010. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Article 5.01 is amended to include the following language:

Effective March 1, 2009, the rate for vehicle washing services will be increased by the annual percentage change in the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on March 1, 2009 (3.6% or \$16.34 per vehicle).

IV. REMAINING TERMS AND CONDITIONS

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

SIGNATURES ON NEXT PAGE

V. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CRUZ CAR WASH

By _____
Jeremy S. Lezin
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

STEVE'S UNION SERVICE
1500 Soquel Drive
Santa Cruz, CA 95065-1711
831 476-3857

Attachment C

1/2/08

MR Lloyd Longnecker

S.C. Metro

370 ENCINAL ST Suite 100

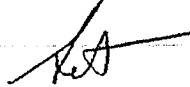
Santa Cruz Ca. 95060

RE: DISTRICT Contract NO. 04-10 fueling PARA Cruz vehicles

DEAR MR. Longnecker,

I am in agreement to extend the contract for an additional one-year period.

Sincerely,



STEVE ONETO

5-13.c1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT NO. 361
FOR PARACRUZ VEHICLE FUELING SERVICES**

This Fourth Amendment to Contract No. 361 for ParaCruz vehicle fueling services is made effective March 1, 2009 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("METRO") and STEVE'S UNION SERVICE ("Contractor").

I. RECITALS

1.1 METRO and Contractor entered into a Contract for ParaCruz vehicle fueling services ("Contract") on March 1, 2005.

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

Therefore, METRO and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through February 28, 2010. 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 Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Fourth Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

Signed on _____

METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
STEVE'S UNION SERVICE

By _____
Steve Oneto
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-13.12²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: CONSIDERATION OF SERVICE REVISIONS FOR SPRING 2009.

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors consider for approval the proposed service revision for March 2009.

II. SUMMARY OF ISSUES

- Move the 8:20 AM Route 40 to 8:10 AM to meet the Pacific Elementary School schedule.
- Move the 6:05 AM Inbound Route 69 to 6:00 AM to meet the 6:20 AM Highway 17 .
- Modify the routing of the 3:00 PM outbound Route 66 to serve the Soquel Ave and La Fonda St bus stop and the residential area along 7th Ave between Soquel Ave and Capitola Rd.
- The above service changes have been recommended and signed off by METRO and UTU Service Planning and Review Committee (SPARC) Co-Chairs.

III. DISCUSSION

Route 40

METRO has received customer comments stating that the 8:20 AM Route 40 is arriving too late for the 8:45 AM bell at Pacific Elementary School in Davenport. METRO surveyed the 8:20 AM Route 40 bus and spoke to a parent who consistently rides with the children. As a result of this conversation and onboard observations staff proposes the departure be moved to 8:10 AM.

Route 69

Customers riding the 6:05 AM inbound Route 69 are missing the connection to the 6:20 AM Highway 17 and the 6:25 AM Route 16. Staff proposes changing the departure of the 6:05 AM inbound Route 69 to 6:00 AM to ensure these connections.

Route 66

Staff proposes modifying the routing of the 3:00 PM outbound Route 66 to serve the Soquel Ave and La Fonda St bus stop as well as the residential area along 7th Ave between Soquel Ave and Capitola Rd. The new routing will allow customers to catch the bus from the sheltered bus stop at Soquel Ave and La Fonda St. An additional three minutes will be added to this trip between SCMC and the first time point at 7th Ave and Capitola Rd, with all further time points adjusted accordingly. These additional three minutes are absorbed in the subsequent layover at Capitola Mall.

5-14.1

Santa Cruz County is installing an outbound stop on 7th Ave between Soquel Ave and Rodriguez St as part of the 7th Ave Improvement Project.

IV. FINANCIAL CONSIDERATIONS

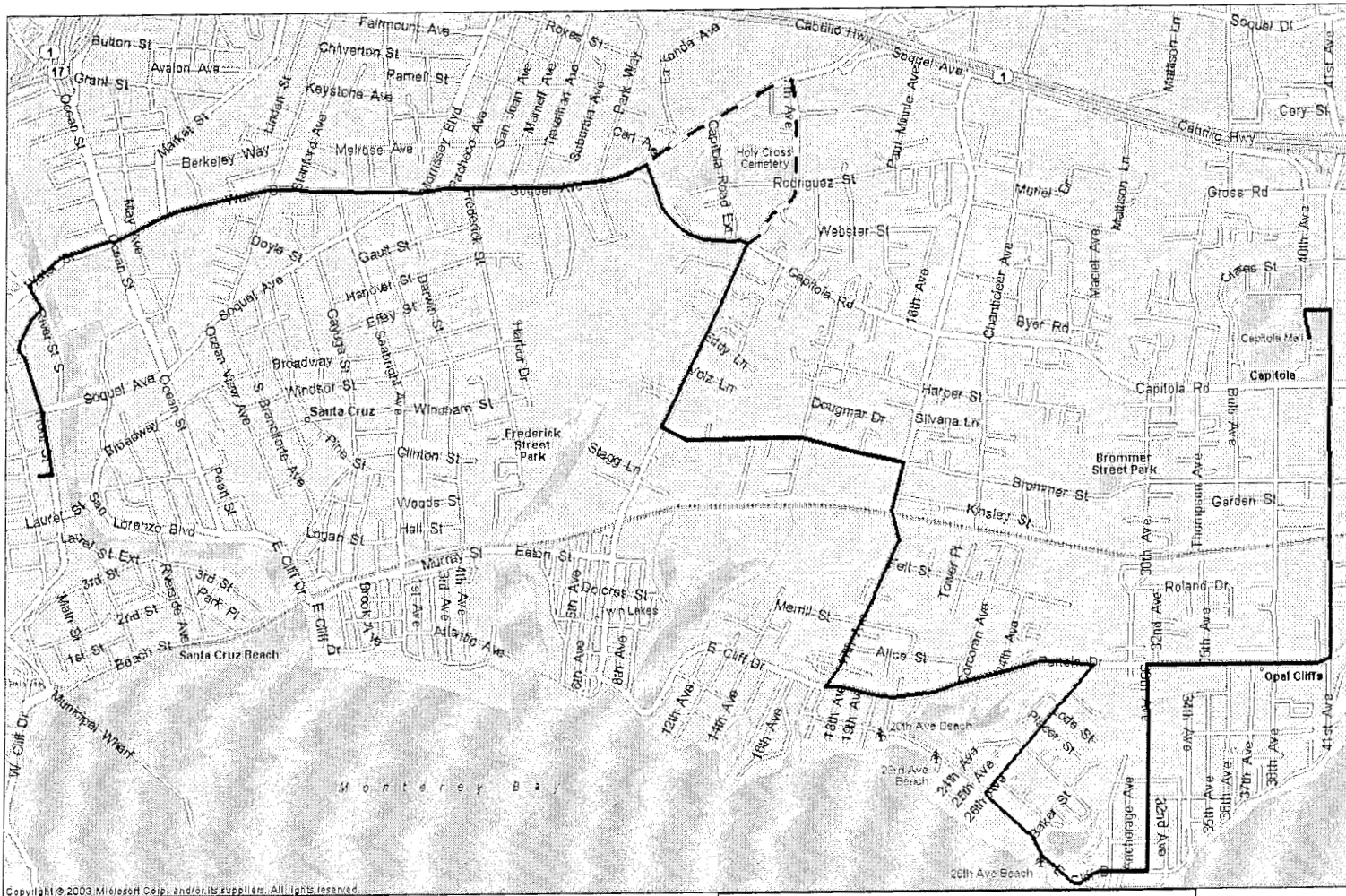
Overall, these changes are cost neutral with the exception of “re-stickering” stops at approximately \$200.00 per route change.

V. ATTACHMENTS

Attachment A – Map of Proposed Modification for the 3:00 PM Route 66.

5-14.2

Map of Proposed Modification for the 3:00 PM Route 66



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Current Routing	—
Proposed Routing	- - -

5-14.01

REPORT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

December 12, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 12, 2008 at the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

None

STAFF PRESENT

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

Shona Harper, Asst Paratransit Superintendent
Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
April Warnock, Paratransit Superintendent
Les White, General Manager

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

Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Director Rotkin introduced and welcomed new Director Lynn Robinson who has been on the Santa Cruz City Council for two years and is replacing Emily Reilly on METRO's Board.

5-15.1

Written:

- a. A. Passenger Re: METRO Center

Director Rotkin requested that this matter be added to the next Closed Session Agenda as Anticipated Litigation.

Vice Chair Bustichi read an email he had received regarding a complaint of missing the Route 71 & 35 connection. Director Rotkin pointed out that this issue had recently been brought before the Board and it was made clear that METRO never intended for there to be a connection and this person has the option of taking an earlier bus.

Oral:

None.

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

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

None.

CONSENT AGENDA

5-1. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF NOVEMBER 2008**

No questions or comments.

5-2. **CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF HECTOR AGREDANO, CLAIM #08-0030
DENY THE CLAIM OF KIMBERLY HODGE, CLAIM #08-0032
DENY THE CLAIM OF BERTHA SEPULVEDA, CLAIM #08-0033**

No questions or comments.

5-3. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR DECEMBER 17, 2008 AND MINUTES OF OCTOBER 15, 2008**

No questions or comments.

5-4. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2008**

No questions or comments.

5-15.2

5-5. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY & AUGUST 2008

No questions or comments.

5-6. ACCEPT AND FILE OCTOBER 2008 RIDERSHIP REPORT

No questions or comments.

5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF OCTOBER 2008

No questions or comments.

5-8. CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS

No questions or comments.

5-9. CONSIDERATION OF RECEIPT OF INFORMATION FROM THE GENERAL MANAGER REGARDING HIS ATTENDANCE AT THE CALIFORNIA TRANSIT ASSOCIATION 2008 FALL CONFERENCE ON NOVEMBER 4-7, 2008

No questions or comments.

5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAROLYN C. CHANEY FOR FEDERAL LEGISLATIVE SERVICES

No questions or comments.

5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW YODER, INC. FOR STATE LEGISLATIVE SERVICES

No questions or comments.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FRICKE-PARKS PRESS, INC. FOR PRINTING OF HEADWAYS

Director Tavantzis asked when was the last time METRO requested bids on this service. Les White replied approximately one year ago and that this contract was awarded in January 2008.

5-15.3

5-13. CONSIDERATION OF CONTINUING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY, BY PROVIDING BUS SHUTTLE SERVICE, IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES, AND FACILITIES AND TO PROVIDE THE OPPORTUNITY FOR METRO STAFF TO PARTICIPATE IN THE PROGRAM

Director Tavantzis asked how many staff members participate in this program. Les White responded that one participated the first year, two this year, and three would participate next year.

5-14. REVIEW AND UPDATE OF METRO STAFF'S IMPLEMENTATION OF BOARD ADOPTED ADA/504 TRANSITION PLAN

No questions or comments.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

This presentation will take place at the December 19, 2008 Board meeting.

7. CONSIDERATION OF RESOLUTION REVISING FY09 & FY10 OPERATING AND CAPITAL BUDGET

Summary:

Angela Aitken reported that there would be a \$5.4 million deficit at the end of FY10, which is approximately \$2.9 million more than anticipated when the Board adopted the budget in June 2008. Ms. Aitken explained the significant changes since the budget was adopted and said that she would come back to the Board in January with a staff report detailing how this deficit will be handled to bring it back down to the original \$2.5 million with no service cuts or fare increases.

8. CONSIDERATION OF APPROVAL OF 2009 STATE LEGISLATIVE ADVOCACY PROGRAM

Summary:

Les White reported that METRO develops a list of legislative priorities each year for the Board's approval to be submitted to METRO's State legislative advocate. Mr. White explained the state budget crisis and its affect on anticipated funding. In 2007 and 2008 the California Legislature diverted \$1.259 billion and \$1.667 billion, respectively, in Public Transportation Account funds to the State General Fund.

Currently the Governor is proposing to eliminate the remaining \$306 million in State Transit Assistance (STA) funds and to discontinue the program permanently. The impact of the diversion on METRO is a loss of approximately \$6 million in capital funds over the past two years and approximately \$45 million in funds over the next five years.

5-15.4

Mr. White briefly described each of the 2009 State legislative goals that staff is recommending that the Board approve with the main goal to protect existing funding sources and levels for transit operating and capital assistance.

9. CONSIDERATION OF APPROVAL OF 2009 FEDERAL LEGISLATIVE ADVOCACY PROGRAM

Les White reported that METRO develops a list of legislative priorities each year for the Board's approval to be submitted to METRO's Federal legislative advocate. Mr. White explained each of the 2009 Federal legislative goals that staff is recommending that the Board approve including supporting appropriation of federal transit funds at the full authorized amount.

Mr. White reported that the main goal is to advocate for a new Appropriations Bill to be enacted prior to the commencement of the fiscal year on October 1, 2009 so funds will be available to METRO at the earliest possible time.

10. CONSIDERATION OF APPROVAL OF PROPOSED CHANGES TO SANTA CRUZ METRO'S CONFLICT OF INTEREST CODE

Margaret Gallagher reported that an amendment is necessary to METRO's Conflict of Interest Code as there are new positions, including consultants that must be designated, and there have been revisions to certain titles of existing positions.

11. CONSIDERATION OF REAPPOINTMENT OF MEMBERS OF THE METRO ADVISORY COMMITTEE (MAC)

Summary:

Les White reported that there are two MAC members, Mara Murphy and Dave Williams, whose terms expire at the end of this month. They are both willing and eligible to be reappointed to another two-year term.

12. CONSIDERATION OF REVISION TO DRAFT SHORT RANGE TRANSIT PLAN SERVICE OPTION

Summary:

Mark Dorfman reported that METRO received federal funding to develop a Short Range Transit Plan (SRTP). At the time Wilbur Smith Associates (WSA) began to develop the plan which includes a Trunk and Feeder Service Option, the economy was much better and it was anticipated that METRO would have an additional \$1 million per year in additional service to deploy.

During the time that the plan was being developed, the economic situation for METRO had changed dramatically with no new funds on the horizon. Staff has determined that it is not feasible to proceed with the Trunk and Feeder Service Option within the 5-year planning horizon of the SRTP because it would require an increase in service hours of approximately 17%, modification of the fare structure and fareboxes, special buses clearly designated for this service,

5-15.5

HOV Lanes, an Automatic Vehicle Location (AVL) system, and Contingency Funds for any issues that would arise after implementation.

Staff recommends no public outreach program at this time and that the SRTP be revised to include the information contained in this Staff Report and reflect that the Trunk and Feeder Service Option not be pursued within the 5-year planning horizon of this plan and that no revision be made to the service delivery model currently in use by METRO. The service delivery issue can be revisited in future updates to the SRTP.

The SRTP will be finalized and printed at no additional cost to METRO by WSA.

13. CONSIDERATION OF THE TRANSFER OF THE LEASE AGREEMENT WITH WALID AND WINONA SUB LABAN, D/B/A METROPOLITAN MARKET FOR THE MARKET AND OFFICE SPACES AT PACIFIC STATION, TO AHMED SABA AND MOHAMED ALSAIDI

Summary:

Margaret Gallagher reported that Walid and Winona Sub Laban, dba Metro Market, currently rent grocery and office space at Pacific Station since February 2006. They have notified METRO that they have entered into negotiations with Ahmed Saba and Mohamed Alsaidi, who wish to buy the business and take over the lease.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Authorize the transfer of the lease for the market and office spaces at Pacific Station from Walid and Winona Sub Laban, d/b/a Metropolitan Market, to Ahmed Saba and Mohamed Alsaidi

Motion passed unanimously with all Directors present.

14. CONSIDERATION OF ADOPTION OF RESOLUTION DESIGNATING THE GENERAL MANAGER, OPERATIONS MANAGER, AND MAINTENANCE MANAGER AS THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S AGENTS FOR OBTAINING FEDERAL AND/OR STATE FINANCIAL ASSISTANCE FOR SERVICES RENDERED DURING QUALIFYING EVENTS

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR HAGEN

Adopt Resolution to designate the General Manager, Operations Manager, and Maintenance Manager as the Santa Cruz Metropolitan Transit District's agents for obtaining Federal and/or State Financial Assistance for services rendered during qualifying events

Motion passed unanimously with all Directors present.

5-15.6

15. ORAL ANNOUNCEMENT: NOTIFICATION OF NEXT MEETING ON DECEMBER 19, 2008 AT THE SANTA CRUZ CITY COUNCIL CHAMBERS – ONE WEEK EARLY DUE TO HOLIDAY

Vice Chair Bustichi announced that the December 19, 2008 Board meeting would be held at the Santa Cruz City Council Chambers one week early due to the holiday.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the Workers Compensation case of Arthur Muniz, a conference with its Labor Negotiators regarding SEIU, Local 521, a conference with its Real Property Negotiators regarding Felton Faire, and conducting a Public Employee Performance Evaluation of the District Counsel.

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Bustichi adjourned to Closed Session at 10:35 a.m. and reconvened to Open Session at 11:15 a.m.

SECTION III: RECONVENE TO OPEN SESSION

18. REPORT OF CLOSED SESSION

Vice Chair Bustichi reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Vice Chair Bustichi adjourned the meeting at 11:15 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-15.7

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

December 19, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 19, 2008 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

Chair Beautz called the meeting to order at 9:04 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Ron Graves
Lynn Robinson
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis
Ex-Officio Donna Blitzer

DIRECTORS ABSENT

None

STAFF PRESENT

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

Shona Harper, Asst Paratransit Superintendent
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
April Warnock, Paratransit Superintendent
Les White, General Manager

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

Brent Fouse, Transit Supervisor
Tom Hiltner, Grants/Legislative Analyst
Victor Hiltner

Bonnie Morr, UTU
Amy Weiss, Spanish Interpreter
Bob Yount, MAC

5-15.8

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- a. A. Passenger Re: METRO Center

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, thanked Chair Beutz for her years of service on the Board and welcomed new Board member Lynn Robinson and returning Board Member Ron Graves.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF NOVEMBER 2008
- 5-2. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF HECTOR AGREDANO, CLAIM #08-0030
DENY THE CLAIM OF KIMBERLY HODGE, CLAIM #08-0032
DENY THE CLAIM OF BERTHA SEPULVEDA, CLAIM #08-0033
- 5-3. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR DECEMBER 17, 2008 AND MINUTES OF OCTOBER 15, 2008
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2008
- 5-5. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY & AUGUST 2008
- 5-6. ACCEPT AND FILE OCTOBER 2008 RIDERSHIP REPORT
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF OCTOBER 2008
- 5-8. CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS
- 5-9. CONSIDERATION OF RECEIPT OF INFORMATION FROM THE GENERAL MANAGER REGARDING HIS ATTENDANCE AT THE CALIFORNIA TRANSIT ASSOCIATION 2008 FALL CONFERENCE ON NOVEMBER 4-7, 2008
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAROLYN C. CHANEY FOR FEDERAL LEGISLATIVE SERVICES
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW YODER, INC. FOR STATE LEGISLATIVE SERVICES

5-15.9

- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FRICKE-PARKS PRESS, INC. FOR PRINTING OF HEADWAYS
- 5-13. CONSIDERATION OF CONTINUING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY, BY PROVIDING BUS SHUTTLE SERVICE, IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES, AND FACILITIES AND TO PROVIDE THE OPPORTUNITY FOR METRO STAFF TO PARTICIPATE IN THE PROGRAM
- 5-14. REVIEW AND UPDATE OF METRO STAFF'S IMPLEMENTATION OF BOARD ADOPTED ADA/504 TRANSITION PLAN
- 5-15. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-16. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2008
- 5-17. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FOR APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2008 MEETING(S)
- 5-18. ACCEPTANCE OF FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS REPORT FOR THE YEAR ENDING JUNE 30, 2008
- 5-19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES
- 5-20. CONSIDERATION OF APPROVAL OF PROJECT REVISIONS IN THE CALIFORNIA TRANSIT SECURITY GRANT PROGRAM
- 5-21. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 8 & 22, 2008

Director Hagen requested that the Board Meeting minutes get caught up to date so that each month the Board receives minutes from the previous month, which is normal procedure until recently.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve the Consent Agenda

Motion passed unanimously with Directors Graves and Robinson abstaining on Item #5-21 and all Directors present.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

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

TEN YEARS

Brent Fouse, Transit Supervisor
Thomas M. Hiltner, Grants/Legislative Analyst

5-15.10

TWENTY YEARS

Craig L. Craig, Fleet Maintenance Mechanic II

7. CONSIDERATION OF RESOLUTION REVISING FY09 & FY10 OPERATING AND CAPITAL BUDGET

Summary:

Angela Aitken reported that there would be a \$5.4 million deficit at the end of FY10, which is approximately \$2.9 million more than anticipated when the Board adopted the budget in June 2008. Ms. Aitken explained the significant changes since the budget was adopted and said that she would come back to the Board in January with a staff report detailing how this deficit will be handled to bring it back down to the original \$2.5 million with no service cuts or fare increases.

Ms. Aitken noted that "Attachment E" was inadvertently left out of the Resolution.

ACTION: MOTION: DIRECTOR SKILLICORN SECOND: DIRECTOR ROTKIN

Adopt Resolution approving FY 09 and FY 10 Revised Budget as presented

Motion passed unanimously with all Directors present.

8. CONSIDERATION OF APPROVAL OF 2009 STATE LEGISLATIVE ADVOCACY PROGRAM

Summary:

Mr. White reported on the state budget crisis and its affect on METRO's current and future anticipated funding. In 2007 and 2008 the California Legislature defaulted on it's financial responsibilities and diverted \$1.259 billion and \$1.667 billion, respectively, in Public Transportation Account funds to the State General Fund.

In addition to vetoing the recently passed state budget, the Governor is proposing to eliminate the remaining \$306 million in State Transit Assistance (STA) funds and to discontinue the program permanently. The impact of the diversion on METRO has been a loss of approximately \$6 million in capital funds over the past two years and will be a loss of approximately \$45 million in funds over the next five years.

Mr. White briefly described each of the 2009 State legislative goals that staff is recommending that the Board approve with the main goal to protect existing funding sources and levels for transit operating and capital assistance. Also critical this year is implementing a county-wide public awareness program about lowered or cancelled state funding and it's impact on METRO.

5-15.11

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Adopt proposed METRO 2009 State Legislative Advocacy Program as presented

After discussing the State Budget crisis, the following friendly amendment was added to the motion:

ACTION: AMENDMENT: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Direct staff to return to the Board with a proposal to turn the State debt to METRO over to collection process for defaulting on its financial obligations in the amount of \$6.2 million that is currently owed to METRO

Motion passed unanimously with all Directors present.

9. CONSIDERATION OF APPROVAL OF 2009 FEDERAL LEGISLATIVE ADVOCACY PROGRAM

Summary:

Mr. White explained each of the 2009 Federal legislative goals that staff is recommending that the Board approve including supporting appropriation of federal transit funds at the full authorized amount. Mr. White reported that the main goal is to urge members of Congress to enact a FY 2010 Transportation Appropriations Bill prior to September 30, 2009, the end of the current fiscal year, and also a new Authorization Bill that embodies the recommendations developed by the APTA Authorization Task Force.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Adopt proposed METRO 2009 Federal Legislative Advocacy Program as presented

Motion passed unanimously with all Directors present.

10. CONSIDERATION OF APPROVAL OF PROPOSED CHANGES TO SANTA CRUZ METRO'S CONFLICT OF INTEREST CODE

Summary:

Margaret Gallagher reported that all local government agencies are required to review its Conflict of Interest Code every two year and that an amendment is necessary to METRO's now due to new positions, including consultants that must be designated, and new titles of existing positions.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Adopt changes to METRO's Conflict of Interest Code, pursuant to Government Code §87300 as set forth in Attachment A

5-15.12

Motion passed unanimously with all Directors present.

11. CONSIDERATION OF REAPPOINTMENT OF MEMBERS OF THE METRO ADVISORY COMMITTEE (MAC)

Summary:

Les White reported that there are two MAC members, Mara Murphy and Dave Williams, whose terms expire at the end of this month. Both have expressed interest in continuing on MAC and are eligible to be reappointed to another two-year term.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR SKILLICORN

Reappoint Mara Murphy and Dave Williams, members of the MATRO Advisory Committee (MAC) whose terms expire on December 31, 2008, to two-year terms commencing January 1, 2009

Motion passed unanimously with all Directors present.

12. CONSIDERATION OF REVISION TO DRAFT SHORT RANGE TRANSIT PLAN SERVICE OPTION

Summary:

Mark Dorfman reported that METRO received federal funding to develop a Short Range Transit Plan (SRTP). Wilbur Smith Associates (WSA) developed the plan which includes a recommendation for Trunk and Feeder Service Option when the economy was much better and it was anticipated that METRO would have an additional \$1 million per year in additional service to deploy.

The economy has since taken a severe downturn and as a result, Staff has determined that it is not financially feasible for METRO to proceed with the Trunk and Feeder Service Option within the 5-year planning horizon of the SRTP because it would require an increase in service hours of approximately 17%, modification of the fare structure and fareboxes, special buses clearly designated for this service, HOV Lanes, an Automatic Vehicle Location (AVL) system, and Contingency Funds for any issues that would arise after implementation.

Staff recommends no public outreach program at this time and that the SRTP Draft be revised to include the information contained in this Staff Report and reflect that the Trunk and Feeder Service Option not be pursued within the 5-year planning horizon of this plan and that no revision be made to the service delivery model currently in use by METRO. The service delivery issue can be revisited in future updates to the SRTP.

The SRTP will be finalized and printed at no additional cost to METRO by WSA and presented to the Board for final adoption next month.

5-15.13

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Revise SRTP to include the information contained in this Staff Report and reflect that the Trunk and Feeder Service Option not be pursued within the 5-year planning horizon of this plan and that no revision be made to the service delivery model currently in use by METRO. The SRTP will be finalized and printed at no additional cost to METRO by WSA and presented to the Board for final adoption next month.

Motion passed unanimously with all Directors present.

ITEM #17 WAS TAKEN OUT OF ORDER

17. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING AN APPLICATION FOR FY09 PROPOSITION 1B TRANSIT SECURITY FUNDS

Summary:

Angela Aitken reported that METRO proposes to submit an application for California Transit Security Grant Program (CTSCGP) funds for transit safety and security enhancements including facilities surveillance cameras, radio system upgrade, repeater replacement, and a Transit Center Emergency Alert System.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE

Adopt Resolution authorizing staff to submit an application through the SCCRTC to the California Office of Homeland Security and to execute agreements to obligate California Transit Security Program Funds for METRO security projects

Motion passed unanimously with all Directors present.

18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$74,980 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO VERNON ADMINISTRATION BUILDING SERVICES DURING CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT

Summary:

Frank Cheng reported that Wald, Runhke & Dost Architects are currently finishing the architect and engineering services for the Vernon Administration Building. The construction of this portion of the MetroBase Project will go out to bid in January and construction administration services will be needed once the contract is awarded.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

5-15.14

Authorizing the General Manager to execute a contract amendment for a change order in the amount of not-to-exceed \$74,980 from Harris & Associates to provide additional funds to the construction management contract to accommodate costs relating to Vernon Administration building services during construction, and specialty inspection services for the MetroBase Project

Motion passed unanimously with all Directors present.

19. CONSIDERATION OF APPROVAL OF AN EMPLOYMENT AGREEMENT WITH MARGARET GALLAGHER TO SERVE AS DISTRICT COUNSEL FOR THE PERIOD OF DECEMBER 19, 2008 TO DECEMBER 31, 2012

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR BUSTICHI

Approve Employment Agreement with Margaret Gallagher to serve as District Counsel for the Santa Cruz Metropolitan Transit District for the period of December 19, 2008 to December 31, 2012

Motion passed unanimously with all Directors present.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding one case of Anticipated Litigation and a conference with its Real Property Negotiators regarding Felton Faire.

21. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

ITEM #14 WAS TAKEN OUT OF ORDER

14. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF EMILY REILLY AS A MEMBER OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Les White reported that former Director Reilly had been invited to attend today's meeting, but her attendance had not been confirmed.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Continue to January 2009

Motion passed unanimously with all Directors present.

5-15.15

15. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF MARK DORFMAN AS ASSISTANT GENERAL MANAGER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Several Directors wished Mr. Dorfman a happy retirement and thanked him for his many years of service at METRO and his dedication, extensive knowledge and overall expertise in the public transit industry. Director Rotkin noted that METRO choosing to not replace Mr. Dorfman with a new Assistant General Manager might turn out to be more problematic than anticipated. Mark Dorfman thanked the Board and staff for making METRO and enjoyable place to work for the last 17 years.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Adopt Resolution of Appreciation for the services of Mark Dorfman as Assistant General Manager for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with all Directors present.

16. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF TOM STICKEL AS MAINTENANCE MANAGER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Several Directors wished Mr. Stickel a happy Retirement and thanked him for his many years of service at METRO and his extensive knowledge and ability to keep METRO's buses on the road serving the public for so long. Mr. Stickel said he has been with METRO for 28 years and replaced approximately 70% of the fleet. He thanked his staff for always making sure that the buses and facilities were clean and safe for customers and thanked the Board and staff for the opportunity to maintain his career at METRO.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR HINKLE

Adopt Resolution of Appreciation for the services of Tom Stickel as Maintenance Manager for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with all Directors present.

ITEM #13 WAS TAKEN OUT OF ORDER

13. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF JAN BEAUTZ AS A MEMBER OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Les White and the Board wished Chair Beautz a happy retirement and thanked her for her years of service and her dedication, tremendous amount of wisdom, leadership, experience, and credibility on the METRO Board and throughout the community. Chair Beautz said she had been on the METRO Board since 1990 and she thanked the Board members and staff and wished them all the best of luck.

5-15.16

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Adopt Resolution of Appreciation for the services of Jan Beautz as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District

Motion passed unanimously with all Directors present.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 11:50 a.m. and reconvened to Open Session at 12:36 p.m.

SECTION III: RECONVENE TO OPEN SESSION

22. REPORT OF CLOSED SESSION

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

23. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TWO-YEAR IRREVOCABLE LICENSE AGREEMENT IN FAVOR OF SANTA CRUZ METRO WITH ROBERT MARIN AND CELESTE DE SCHULTHESS, TRUSTEES, FOR BUS STOP ACCESS ON THE FELTON FAIRE SHOPPING CENTER PROPERTY

Summary:

Margaret Gallagher distributed the proposed License and Indemnity Agreement, which is attached to the file copy of these minutes. Ms. Gallagher reported that Mr. Marin had insisted on the Addendum on page 7 which states that METRO will not file any objection to a county permit request made by the property owners to enhance the property unless it would directly interfere with METRO's bus service. Ms. Gallagher said the attachments following page 7 have not been agreed on yet and that Mr. Marin has agreed to allow a small temporary shelter to be installed immediately while waiting for the larger permanent shelter to be delivered.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Authorize the General Manager to execute a Two-Year Irrevocable License Agreement in favor of Santa Cruz METRO with Robert Marin and Celeste De Shulthess, Trustees, for placement of a Bus Stop Shelter and Usage by METRO passengers on the Felton Faire Shopping Center property

Motion passed unanimously with all Directors present.

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 12:40 p.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-15.18

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

SUBJECT: PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FY09 FEDERAL FUNDING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF GRANTS FOR FY09 FEDERAL FUNDS.

I. RECOMMENDED ACTION

That the Board of Directors receive public comments and adopt a Program of Projects for FY09 federal funding assistance and adopt a Resolution authorizing applications to Caltrans and FTA for FY09 federal funds.

II. SUMMARY OF ISSUES

- The *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) provides federal financial assistance to METRO through the Federal Transit Administration (FTA) for public transit operations and capital developments. A public hearing is required to give the public an opportunity to comment on METRO's federally funded operating and capital projects.
- The Federal Transit Administration (FTA) provides Urbanized Area Formula assistance directly to METRO. The current appropriation provides funds through March 6, 2009.
- Caltrans administers the FTA Rural operating assistance program in California. METRO must submit an application and execute an agreement with Caltrans to receive \$170,894 in rural operating assistance for FY09.
- Conducting a public hearing on the Program of Projects (Attachment A) enables the Board to consider comments from interested parties on the proposed projects for federal funding assistance
- Adopting the attached resolution (Attachment B) authorizes METRO staff to submit an application to Caltrans and execute agreements for Rural Operating assistance.

III. DISCUSSION

The *Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) legislated programs within the Federal Transit Administration

(FTA) to provide financial assistance to public transit operators. As in previous years, METRO receives federal operating assistance through the Urbanized Area Formula Program (49 USC §5307) which includes the Small Transit Intensive Cities (STIC) performance based tier of assistance. METRO has budgeted the STIC amount for MetroBase construction.

The current FTA apportionment provides funding only for the partial fiscal year from October 1, 2008 through March 6, 2009. Because Congress did not yet pass legislation to fund the Department of Transportation in FY09, it enacted and the President signed the Continuing Appropriations Act, 2009 to fund transportation programs at the same level as in FY08 until a new budget is passed, or until March 6, 2009 at the latest. The amount of FTA funds in the current apportionment for the §5307 Urbanized Area Formula program represents approximately 43% of the amount anticipated for FY09 if it continues to be funded at the same level.

From the appropriation of \$1,883,357 in §5307 funds, METRO proposes to allocate \$1,542,399 to FY09 Urbanized Area operating assistance and \$340,958 to MetroBase construction. When FTA provides the Final FY09 apportionments, METRO will amend the Program of Projects to add the remaining funding assistance for FY09.

Caltrans administers the FTA rural operating assistance program (49 USC §5311) in California, and METRO will make a separate application to Caltrans for \$170,894 in rural operating assistance available for FY09. Since Caltrans distributes operating assistance to small operators based on statewide, pooled resources rather than strictly by formula, it is making all of METRO's FY09 rural operating assistance available at this time. METRO will spend approximately \$1,654,493 to operate public transit service on seven routes serving the rural areas of Santa Cruz County.

The public hearing provides an opportunity to consider comments from interested parties on the proposed Program of Projects for federal operating assistance. If no changes are made to the attached Program of Projects, it will become the final Program of Projects for FY09 and staff will submit applications based upon this list of projects. Staff published a notice of the public hearing in the *Santa Cruz Sentinel* and the *Watsonville Pajaronian*.

Adopting the attached resolution (Attachment B) authorizes the General Manager to submit an application and execute an agreement with Caltrans for the rural operating assistance. METRO has a standing agreement previously approved by the Board of Directors to submit grants and execute agreements with the FTA.

IV. FINANCIAL CONSIDERATIONS

The FTA §5307 Program contributes \$1,542,399 for FY09 urban operating assistance and \$340,958 in construction funds for MetroBase. The FTA §5311 Program contributes \$170,894 in rural operating assistance for FY09. Local sales tax revenue and capital reserves provide the required local match for these projects.

V. ATTACHMENTS

Attachment A: Program of Projects for FTA §5307 and §5311 Funds

Attachment B: Resolution authorizing an application for FY09 FTA §5311 Rural Operating Assistance

**Santa Cruz Metropolitan Transit District
FY 2009 Program of Projects
Using Federal Transit Administration Funds**

The Federal Transit Administration (FTA) has appropriated \$1,883,357 in federal funds to the Santa Cruz Metropolitan Transit District (METRO) for public transit operations and capital improvements during FY 2009. In addition, the California Department of Transportation (**Caltrans**) allocated to METRO \$170,894 from its appropriation of FTA funds. METRO, in accordance with 49 USC Parts 5307 and 5311, proposes the following Program of Projects for these FTA funds:

- I. FY 2009 Urbanized Area Formula Funds, 49 USC §5307:
 - A. \$1,542,399 for urbanized area public transit for the period July 1, 2008 through March 6, 2009. This project provides public transit conforming to land use and transportation plans in Santa Cruz County without causing negative environmental impacts or relocation of families or businesses. Local sales tax, Transportation Development Act and passenger fare revenue pay the balance of FY09 annual operating costs totaling \$38,620,890.
 - B. \$340,958 for the MetroBase Consolidated Operating Facility in Harvey West Industrial Park for the period July 1, 2008 through March 6, 2009. This project is currently under construction.
- II. FY 2009 Rural Operating Assistance, 49 USC §5311:

The California Department of Transportation allocated \$170,894 in FTA funds (49 USC §5311) to METRO for rural public transit operating assistance for the period July 1, 2008 through June 30, 2009. Total cost for this service will be approximately \$1,654,493 with \$282,830 paid from farebox revenue and \$1,200,769 paid from local sales tax revenue.

If adopted by the Board, this list will become the final program of projects and METRO staff will submit applications to the FTA and Caltrans requesting federal funding assistance.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment **B**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION
AUTHORIZING AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR
FTA SECTION 5311 FY09 RURAL OPERATING ASSISTANCE**

WHEREAS, the Federal Transit Act authorizes financial assistance to public transit operators in non-urbanized areas as directed by 49 CFR 5311; and

WHEREAS, the California Department of Transportation administers the Section 5311 program in California and allocates federal funds by formula to each county with intercity public transit between urban areas including more than 50,000 persons; and

WHEREAS, the Santa Cruz Metropolitan Transit District operates intercity public transit in Santa Cruz County and is the only public transit operator designated to receive federal financial assistance from the Section 5311 program; and

WHEREAS, all applications for financial assistance impose certain obligations upon the applicant, including the provision of local share costs of the project.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:

1. That the General Manager is authorized to submit an application to the State of California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District for financial assistance to operate public transit service in the non-urbanized portion of Santa Cruz County.
2. That the General Manager is authorized to submit and file with this application all assurances and all supplemental information as required by the California Department of Transportation.
3. That the General Manager is designated to execute standard grant agreements with the California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District to obtain \$170,894 in FTA Section 5311 funds for Fiscal Year 2009 to assist with public transit operations in the non-urbanized portion of Santa Cruz County.
4. That the District has committed \$1,200,769 in local matching funds to the project.

7.61

5. That the Santa Cruz Metropolitan Transit District has, to the extent feasible, coordinated this project with other transportation providers and users in the region, including social service agencies capable of purchasing public transit.

PASSED AND ADOPTED this 23rd day of January, 2009 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.62

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF APPRECIATION
FOR THE SERVICES OF EMILY REILLY AS A MEMBER OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County; and

WHEREAS, the City of Santa Cruz, requiring strong representation, appointed Emily Reilly as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO); and

WHEREAS, Emily Reilly served as a member of the Board of Directors from December 2000 through December 2008, including serving as the Chair in 2003, and 2004; and

WHEREAS, Emily Reilly provided the Santa Cruz Metropolitan Transit District with strong leadership and insightful guidance during her terms of the office; and

WHEREAS, Emily Reilly was a guiding force for the Santa Cruz Metropolitan Transit District during the development of the MetroBase Project, the Highway 17 Service Consolidation Project, and the Pacific Station Redevelopment Project; and

WHEREAS, during the time that Emily Reilly served on the Board of Directors, METRO replaced the majority of the fixed route fleet, implemented the fixed route bus announcement system, purchased new ParaCruz vans, redesigned and improved the ParaCruz Service through direct operation, implemented a paratransit client recertification program, implemented bi-directional UCSC service, implemented the directly-operated, consolidated Highway 17/AMTRAK service, opened the first phases of the MetroBase Project, acquired funding for major capital improvements, and responded to a severe economic downturns; and

WHEREAS, the quality of public transit service in Santa Cruz County was improved dramatically as a result of the dedication, commitment and efforts of Emily Reilly;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Emily Reilly for her efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Emily Reilly and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 23rd day of January, 2009 by the following vote:

AYES: **Directors -**

NOES: **Directors -**

ABSTAIN: **Directors -**

ABSENT: **Directors -**

APPROVED _____

Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager
Ciro Aguirre, Operations Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR SECURITY SERVICES WITH ANDREWS INTERNATIONAL

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to enter into a three-year base contract (with 2 option years) with Andrews International, Inc. to provide security guard services.

II. SUMMARY OF ISSUES

- METRO has a need for security guard services at the Metro Center, Watsonville Transit Center, Revenue Processing Center, and for farebox vault processing.
- A competitive procurement for security guard services was conducted to solicit proposals from qualified firms with ten (10) firms submitting proposals for METRO's review.
- An four-member evaluation committee, comprised with METRO staff, reviewed and evaluated the proposals received and conducted interviews of the top five firms.
- The top five rated firms were interviewed by the evaluation committee.
- Staff recommends that the Board of Directors authorize the General Manager to sign a three-year contract with Andrews International , Inc. to provide security guard services.

III. DISCUSSION

On October 30, 2008, METRO Request for Proposals No. 09-06 was mailed to several firms, posted on METRO's web site, and was legally advertised. On December 4, 2008, proposals were received and opened from ten (10) firms. These firms are listed and ranked in Attachment A. A four (4) member evaluation committee comprised of: Ciro Aguirre, Manger of Operations; Mary Ferrick, Base Superintendent; Angela Aitken, Finance Manager; and Lloyd Longnecker, Purchasing Agent, reviewed and evaluated all ten proposals.

The firms were reviewed and scored by the evaluation committee according to the following evaluation criteria as contained in the Request for Proposals:

<i>Criteria</i>	<i>Points Available</i>
Responsiveness of Proposal to METRO's Requirements	10
Proposed Personnel/Training/ Management Team	35
Experience of Firm	30
Cost of Contract	20
DBE Participation	5
Total Points Available	100

On January 6th and 8th, interviews were conducted with the top five ranked firms. After completion of the interviews, Andrews International, Inc. was the highest-ranking firm. References for the top ranking security company were contacted.

Staff recommends that the Board of Directors authorize the General Manager to sign a three-year contract with Andrews International, Inc. to provide security guard services. Contractor will provide all security guard services meeting all METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Operations Department Operating Budget. First contract year annual costs are estimated at \$329,000.

V. ATTACHMENTS

Attachment A: List of security firms that responded and their ranking by the evaluation committee.

Attachment B: Contract with Andrews International, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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.scmt.com

Attachment A

Request for Proposals No. 09-06 for Security Guard Services

Initial Ranking of Responding Firms

Firm	Rank
Andrews International, Inc. of Santa Clara, CA	1 (tie)
Securitas Security Services USA, Inc. of San Jose, CA	1 (tie)
Olympic Security Services of Tukwila, WA	3
Cypress Security of San Francisco, CA	4
National Security Services of San Jose, CA	5
ABC Security Services, Inc of Oakland, CA	6
First Alarm Security and Patrol, Inc. of Aptos, CA	7 (tie)
U.S. Security Associates, Inc. of Huntington Beach, CA	7 (tie)
Panther Security Services of Watsonville, CA	9
Santa Cruz Peninsula Private Security Corp. of Watsonville, CA	10

9.01

CONTRACT FOR SECURITY GUARD SERVICES (09-06)

THIS CONTRACT is made effective on March 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and ANDREWS INTERNATIONAL, INC. ("Contractor").

1. RECITALS

1.01 METRO 's Primary Objective

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

1.02 METRO 's Need for Security Guard Services

METRO has the need for Security Guard Services. In order to obtain these services, METRO issued a Request for Proposals, dated October 30, 2008, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm qualified to provide Security Guard Services and whose principal place of business is 3333 Bowers Avenue, Suite 290, Santa Clara, California. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On February 13, 2009 METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 30, 2008 including addendum number 1 dated November 18, 2008.

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

Contractor's Proposal to METRO for Security Guard Services, signed by Contractor and dated November 25, 2008.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by METRO for this project in accordance with the Request for Proposals issued October 30, 2008.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 30, 2008.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon

by METRO. The bill rate for the first year of the contract will be \$23.97 per hour for the site supervisor, \$16.48 per hour for security guards, and \$17.98 per hour for revenue collection guards. The bill rate for the second year of the contract will be \$23.95 per hour for the site supervisor, \$16.47 per hour for security guards, and \$17.97 per hour for revenue collection guards. The bill rate for the third year of the contract will be \$23.94 per hour for the site supervisor, \$16.46 per hour for security guards, and \$17.95 per hour for revenue collection guards. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO's written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by 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 District (or any grantor of METRO , including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

METRO

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

CONTRACTOR

Andrews International, Inc.
3333 Bowers Avenue
Suite 290
Santa Clara CA 95054
Attention: Carlos Galvez, Vice President, Northern California Region

7. AUTHORITY

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

Signed on _____

METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – ANDREWS INTERNATIONAL, INC.

By _____
Randy Andrews
Chief Executive Officer

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Security Guard Services

District RFP No. 09-06

Date Issued: October 30, 2008

Proposal Deadline: 5:00 P.M., December 4, 2008



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 370 Encinal Street, Suite 100, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____ CONTRACTOR'S ADDRESS _____
 DBE GOAL FROM CONTRACT _____ % _____
 FED. NO. _____
 COUNTY _____ PROPOSAL AMOUNT \$ _____
 AGENCY _____ PROPOSAL OPENING DATE _____
 CONTRACT NO. _____ DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

SIGNATURE OF CONTRACTOR

DATE

AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III

SPECIFICATIONS FOR SECURITY GUARD SERVICES

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District invites proposals for the provision of security guard services from private security service Contractors. The services of a professional firm will be engaged to provide personnel and equipment necessary to provide a program of public safety and security guard services on behalf of transit passengers, District employees, District facilities and activities, on-site businesses and vendors and members of the public on District facilities or present at District activities. The successful Contractor will provide complete professional services, maintain continuing cooperation with District personnel and police agencies, and administer security service requirements as directed by the District.

2. AGREEMENT FOR SERVICES

Offeror selected by District, as Contractor under this project shall execute an Agreement with District. Any exclusions or conditions to the execution of said Agreement shall be specified in the Contractor's proposal. Any other exclusions or conditions shall not be considered by District.

3. SCOPE OF SERVICES

The services in this Request for Proposals consist of overall professional personnel selection, training and supervision of employees that offeror propose for assignment under the District's security guard services agreement. Personnel supplied by the offeror must be deemed employees of the offeror and shall not for any purpose be considered employees or agents of the Santa Cruz Metropolitan Transit District.

Security guard services must perform three major functions for the District and provide the following:

3.1 Foot Patrol

The security officers assigned to this patrol by Contractor shall be responsible for the security and safety of the public, District employees, facilities and vendors' businesses, within Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, California, a public transit transfer facility of the District, and other sites and/or associated areas as designated by the District. Security officers are required to perform periodic patrols of assigned facilities and surrounding property, to maintain communication with each other and with Transit Supervisors through the use of District-issued, two-way portable radios. Officers must maintain a safe, comfortable environment for the patrons, employees and vendors, offer assistance whenever possible, and establish and maintain good working relations with police or other emergency service personnel.

3.2 Revenue Collection

Revenue collection officers, under District Supervision, exchange revenue vaults from buses, service change machines, assist District staff in processing collected revenue and also provide District wide mail delivery. Security personnel assigned to this task must have a valid California Drivers License and a good driving record and are required to wear District-approved jumpsuits provided by the Contractor.

3.3 Supervision

Contractor shall provide supervision that can be contacted by cell phone by District representatives during all hours of operation. The District approved site supervisor shall be responsible for scheduling patrol

officers, responding to District concerns, providing reports, conducting site inspections, training and making decisions for the Contractor. The Contractor will make provisions to allow the site supervisor to have a schedule that will allow for completion of these duties and not compromise on-site security. No other supervisor of the Contractor shall visit or involve themselves in the site operations without express permission from the District's Manager of Operations or designee. Contractor interviews of on-site guard personnel shall be done either at the Contractor's home office or when guard personnel are off-duty so as not to distract them from their required duties.

3.4 Schedule of Services

The following are the current needs of the District and may be modified upon ten (10) day notice to Contractor. There are no guaranteed hours of service and the schedule can be modified at the discretion of the District. Firearms or canines are not permitted by any Officer or Contractor representative on District property or at any District activities where security may be required. No off-duty guards shall be in secured areas of any District facility.

3.4.1 Metro Center

24 hours per day coverage – 365 days. Site supervisor shall work Monday through Friday during the hours of 8am to 4pm or other hours as designated by the District. This allows for communication with Transit District officials. Foot patrol officers shall cover the remaining shifts.

3.4.2 Watsonville Transit Center

Forty (40) hours of foot patrol at Watsonville Transit Center with assigned shifts rotated throughout the week.

3.4.3 Revenue Collection –

Monday and Tuesday; 7:15 a.m. through 3:45 p.m. (three (3) officers)

These shifts include a half hour unpaid meal break.

Wednesday, Thursday and Friday: 7:15 a.m. to 3:45 p.m. (two (2) officers)

These shifts include a half hour unpaid meal break.

Monday through Saturday 6:00 p.m. through 2:30 a.m. (one (1) officer)

This shift includes a half hour unpaid meal break

Total approximate security hours 18,328 per year. This is an estimate of the total security hours. This does not imply a guarantee because the District will not guarantee any hours in this agreement

Permanent changes requiring additional and/or fewer staff will be requested in writing by the District ten (10) days in advance of the date the schedule is to take effect. Contractor shall make the necessary permanent staff changes as required by District after the required notice is given. The District will notify the Contractor of temporary changes at the earliest date possible.

Security officers are expected to report promptly to their assigned location at the time specified by the Site Supervisor/District representative ready to perform their assignment.

3.5 Uniforms

Contractor shall provide uniforms to guard personnel and equip them with the standard gear outlined in Section 3.6. Uniforms shall comply with County Ordinance 3241, Ch. 9.10 or any applicable state or local law or ordinance. The District shall approve uniform color and design. Contractor personnel shall not perform duties pursuant to this Agreement unless they are wearing a proper uniform or unless authorized by the District. Neither Contractor nor its personnel shall use District facilities that are designated for "District Employees Only". Contractor shall ensure that all personnel have a neat and clean appearance and that the uniforms are pressed, free of rips or tears, and have all appropriate rank insignias, badges, patches and nametags.

3.6 Standard Gear

Contractor shall be responsible for ensuring that all Officers are properly trained and equipped with the following standard gear:

On duty security officers shall be permitted to carry and use the following items within the course of their duties:

- Baton – In accordance with 7547.9 of the Business and Professional Code and other applicable law.
- Pepper Spray – In accordance with 7547.10 of the Business and Professional Code and other applicable law.
- Handcuffs – In accordance with applicable law.

3.7 Firearms

Neither Contractor nor its employees or agents shall be permitted to carry any firearms or other weapons not set forth above during the performance of this agreement.

3.8 Phones

Contractor shall provide and pay for all phone services needed in the performance of this Agreement except that a direct phone line to the Operations' Dispatch Office will be made available and paid for by the District.

3.9 Santa Cruz Metro Security Identification

All uniformed personnel of Contractor may be required to wear some form of District identification.

3.10 Confidentiality

Contractor and its personnel shall not release any confidential information obtained by them in the performance of this Agreement without the express written approval of District.

3.11 Removal of Officers

Upon determination by the District, the Contractor shall remove Officers from their assignment if they are deemed not performing to the District's expectations, with no additional requirements needed by the Contractor except such a request.

3.12 Responsibilities of Contractor

Prior to the agreed upon starting date for services, Contractor, with the approval of the District's Manager of Operations or designee, shall have selected, equipped and trained an adequate number of qualified personnel to perform the services required and set forth in this document. Contractor shall demonstrate to the District how unexpected absences and or shortages in available personnel shall be filled so that interruptions in security or any other areas of responsibility are not experienced.

The Manager of Operations or designee for the District shall be kept informed on a daily basis of the progress made in accomplishing the requirements stated in this section.

3.13 Invoice and Payment

Contractor shall submit invoices for payment through the Districts Finance Department, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060: Attn: Angela Aitken, Invoices shall show the total number of hours worked per day, the rate charged per hour of work, the position, location worked and the period of time covered by such charges. Time sheets of each officer shall be attached to the invoice.

Contractor agrees that all records pertaining to performance of this Agreement shall be made available to the District for inspection at any time.

3.14 Cancellation of Agreement

Contractor agrees that, in the event of conditions that would warrant cancellation of this Agreement, and after consultation with the District, prior to the stated end of the Agreement, the District shall be given 180 days' notice of termination with reasons stated for such notice. The District may terminate this Contract at any time for any reason after so notifying the Contractor in writing fifteen (15) calendar days in advance of said termination.

3.15 Training and Certifications

Contractor's patrol personnel shall be trained and licensed in accordance with standards set forth by the Department of Consumer Affairs and County Ordinance 3241, Chapter 9.10 and any applicable state or local law or ordinance. Contractor shall provide District with necessary certification that this has been accomplished. Security Officers assigned, under contract, to work at District facilities shall have a permanent guard card issued by the State of California. Copies of the Guard Cards and Driver License for each Officer assigned to the District are to be provided to the District's Manager of Operations or designee. Security officers with temporary guard cards are not acceptable under this contract. Officers assigned to this contract must possess a valid California Drivers License with fewer than 2 points and no previous DWI or DUI convictions. Contractor shall also comply with all State of California licensing requirements for professional security officers and security businesses. Contractor shall provide proof to the District showing that they are in compliance with all applicable laws and regulations.

3.16 Personnel Qualifications

Contractor personnel assigned to this contract shall be an individual of mature judgment, experienced in security guard procedures that have reached a minimum age of twenty-one (21). Guards must demonstrate ability to understand written and verbal orders and demonstrate the ability to communicate effectively on the phone or using a two-way radio. They must also be capable of writing a clear understandable report in the English language.

Any special training for security service providers required by State, County or Consumer Affairs shall be provided and paid for by the Contractor.

3.17 Site Supervisor Qualifications

The site supervisor of security personnel covered by this agreement shall receive training that will familiarize them with the security requirements of all District sites by District personnel. **The site supervisor shall have at a minimum five (5) years of security experience and pass an oral examination administered by the District. The District shall have the authority to select/reject the site supervisor and/or request a site supervisor replacement with no requirement other than the request.**

3.17.1 Site Supervisor Responsibilities

The Contractor shall be responsible for the basic training of additional personnel. The site supervisor shall be responsible for maintaining a satisfactory level of patrol performance that will include, adherence and enforcement of all post orders, enforcement of proper radio procedures, operation of surveillance equipment, recording surveillance segments when requested, performing periodic site reviews and reporting to the District any areas of concern. The site supervisor shall have the capability of being contacted 24 hours per day by District supervisory personnel in order to resolve immediate issues that may arise.

3.18 Daily Communications

Day-to-day communication between the District and the Contractor shall be between the Manager of Operations or his/her designee and the site supervisor. This in no way shall prohibit the Contractor nor the Manager of Operations or his/her designee from direct communication.

3.19 Post Orders

Post orders shall be written by the District and posted at the security offices at the respective transit centers and other report locations. Each officer shall commit these orders to memory to confirm their understanding of the contents. All Supervisors and patrol personnel shall be responsible for knowing all regulations and written instructions pertaining to performance at all District facilities and other sites as assigned. The Contractor shall periodically interview Supervisors and patrol personnel to determine their complete familiarity with requirements.

3.20 Required Reports and Use of District's Computer

Contractor is to strategically install Guard Tour (PIPE) Devices at each of the facilities to ensure that the officers are performing their duties. These reports are to be supplied to the Manager of Operations or his/her designee on a weekly basis for review.

Daily reports from each officer shall be turned in to the site supervisor at the end of each shift. The site supervisor shall consolidate reports and turn them in to the Manager of Operations or his/her designee within two (2) business days, unless requested sooner. Threats of violence to employees, patrons, vendors or any person on District property shall be reported immediately to the Manager of Operations or his/her designee. All patrol personnel shall maintain standard report forms, as found in post orders, which include a Guard Log, Daily Guard report, and the Incident Report. Contractor shall also provide to District reports for External Announcement Audit and Rotation "Pipe" reports when performed.

The District will supply a computer to be used in conjunction with reports and electronic communication between the site supervisor and the District. Use of a District computer will comply with all requirements found in District's computer policy. The Contractor is to provide their own computer for any specific electronic communications or business to be conducted between the site supervisor and the Contractor

3.21 Scheduling of Officers

Contractor shall provide the District with a list of all patrol personnel assigned to this contract. Shift schedules shall be posted weekly by Contractor at the Santa Cruz Metro Security Office with a copy provided to the Metro Operations Department Attn: Dispatch Office, 1200 River St., Santa Cruz, CA 95060. All patrol personnel shall copy their assignments as soon as schedules are posted in order to avoid any confusion regarding work periods. The Contractor's staff shall resolve any problems created by the schedule.

3.22 Responsibilities of the Transit District

The District shall provide Contractor with whatever informational or advisory assistance Contractor may require in its training program, including necessary District policies and regulations, route maps, post orders or other data.

4. PROPOSAL REQUIREMENTS

Proposals shall be typed and should be as succinct as possible without elaborate or unnecessary promotional material.

The proposal at a minimum shall include the following:

- A description of major ongoing or completed security contracts related to this particular project. Contractor shall elaborate on all experience related to transit facilities and any other related experience. References from current contracts shall be included.
- Estimated costs of services shall be broken down into as much detail as practicable to justify their computation.
- Names, employment history and qualifications of all persons likely to be assigned to this contract shall be included.
- Copy of Contractor's employee rules and regulations.
- Total cost of services shall be based on a Contract period of three (3) years. At the District's discretion this contract may be extended by two (2) one-year extensions. The price submitted by the Contractor shall be in one (1) year increments for the base three (3) year agreement. Under no circumstances is the District obligated to extend the contract past the base three (3) year agreement. Should the District decide to extend the contract in one (1) year increments, the District and Contractor shall meet to discuss a rate increase based on the prior years performance. The maximum allowable increase shall be no greater than the Bay Area Consumer Price index (CPI) for that quarter. CPI increase shall apply to extension years only.
- Contractor shall sign statement of willingness to execute Contract with District according to the terms and conditions of this RFP.
- List DBE status, if appropriate.
- List any other data which will assist the District in evaluating the proposal based on the criteria in the RFP.

5. ADDITIONAL INFORMATION

5.1 District Rights of Award:

Additional conditions of the final contract shall be derived on the basis of negotiations between the selected Contractor and the District. The selection of a Contractor and the final Contract award is subject to approval by the District's Board of Directors.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Contractor shall not include any such expense and part of the price as proposed in response to this Request For Proposal.

The site supervisor who is proposed and the Contractor's main responsible party (who can speak on behalf of the Contractor) shall attend an interview when scheduled.

5.2 Fee Consolidation

In the response to this RFP, Contractor shall propose a fee reimbursement schedule. Exact schedule shall be made final during the Contract negotiations.

6. EVALUATION CRITERIA

Final selection shall be based upon the following evaluation criteria. Their relative importance is identified by the points listed.

CRITERIA	POINTS POSSIBLE
1. Responsiveness of Proposal to the District's Requirements	10 Points
2. Proposed Personnel/Training/ Management Team	35 Points
3. Experience of Firm	30 Points
4. Cost of Contract	20 Points
5. DBE Participation	5 Points
Total Points Possible	100 Points

7. INQUIRIES AND CORRESPONDENCE

Written questions pertaining to this Request for Proposals shall be either mailed to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz CA 95060, or faxed to the Purchasing Agent at (831) 423-2918 or emailed to llongnec@scmttd.com. No offeror may consider any verbal instructions, interpretations or changes as an official expression on the District's behalf. Only written addenda on District letterhead signed by the Purchasing Agent may be considered valid.

8. TIMELINE

RFP Issue Date	October 30, 2008
Proposal Due Date	December 4, 2008
Interview Schedule	December 15-18, 2008
District Board of Directors Approval of Contract	January 23, 2008
Contract Effective Period	February 1, 2008 through January 31, 2011 (3 Years)

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be

primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. SINGLE PROPOSAL

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

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

I. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

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

A. Prompt Payment of Withheld Funds to Subcontractors

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR SECURITY GUARD SERVICES (09-06)

THIS CONTRACT is made effective on _____, 2009 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 Security Guard Services

District has the need for Security Guard Services. In order to obtain these services, the District issued a Request for Proposals, dated October 30, 2008, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Security Guard Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 30, 2008

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

Contractor's Proposal to the District for Security Guard Services, signed by Contractor and dated December 4, 2008.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 30, 2008.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 30, 2008.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of

payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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



ADDENDUM NO. 1

Date of Issue: November 18, 2008

Request for Proposal (RFP) No. 09-06 For Security Guard Services

Proposal Due Date: 5:00 PM, December 4, 2008

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO), Santa Cruz, State of California is providing the following clarifications, modifications, additions and / or deletions to the Request for Proposal (RFP) No. 09-06 for security guard services. This Addendum shall become a part of the original RFP as issued by METRO.

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal. All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, Voice (831) 426-0199, Fax (831) 423-2918, or email address llongnecker@scmttd.com.

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. ADDENDUM CONTENT:

1 1 Addendum No. 1: 1 page

2. CHANGES TO RFP TERMS AND CONDITIONS:

2 1 Revision to PART III SPECIFICATIONS FOR SECURITY GUARD SERVICES, Item 3. SCOPE OF SERVICES, 3 2 Revenue Collection, delete mail delivery service requirements. Revised wording is as follows:

Revenue collection officers, under District Supervision, exchange revenue vaults from buses, service change machines, assist District staff in processing collected revenue ~~and also provide District-wide mail delivery.~~ Security personnel assigned to this task must have a valid California Drivers License and a good driving record and are required to wear District-approved jumpsuits provided by the Contractor

3. BIDDERS REQUESTS FOR CLARIFICATIONS:

NONE AT THIS TIME

4. ADDITIONAL INFORMATION:

NONE AT THIS TIME

Lloyd Longnecker
Purchasing Agent

EXHIBIT -B-

PART II

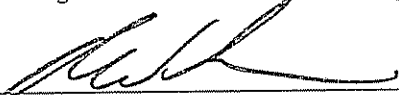
GENERAL INFORMATION FORM

SECURITY GUARD SERVICES RFP No. 09-06

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

Andrews International, Inc. November 25, 2008
Legal Name of Firm Date
Corporate: 27959 Smyth Drive, Valencia, CA 91355
Local: 3333 Bowers Avenue, Suite 290, Santa Clara, CA 95054
Firm's Address
408.516.4770 408.516.4115
Telephone Number FAX Number
Corporation 20-4310038
Type of Organization (Partnership, Corporation, etc.) Tax ID Number

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


Signature of Authorized Principal

Randy Andrews CEO
Name of Principal-In-Charge and Title

Carlos Galvez, Vice President, Northern California Region
Name of Project Manager and Title

Carlos Galvez, Vice President, Northern California Region; cgalvez@andrewsinternational.com; 408.516.4770
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

Local: 3333 Bowers Avenue, Suite 290, Santa Clara, CA 95054
Addresses Where Correspondence Should Be Sent

Uniformed Security Service; Consulting and Investigations; Customized Training; Special Event Service
Areas of Responsibility of Prime Contractor

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

Not applicable

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

(Contractor) Andrews International, 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) Andrews International, Inc., 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.

 CEO
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 Andrews International, Inc.

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date November 25, 2008

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: November 25, 2008

Signature: 

Company Name: Andrews International, Inc.

Title: CEO

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: _____

** Not applicable to this procurement.*



ANDREWS
INTERNATIONAL

**Connecting
Technology
People
Security**

To meet your enterprise objectives

Andrews

International

Proposal to provide security services to:

Santa Cruz Metropolitan Transit District

RFP No. 09-06 for Security Guard Service

December 4, 2008

*Specializing in global
enterprise security and
risk mitigation services.*



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INTRODUCTION

Andrews International (AI) is pleased to provide this proposal for security officer services to Santa Cruz Metropolitan Transit District (the District). Thank you for your consideration of our firm as your potential provider of uniformed security officer services. We have reviewed the RFP documents and specifications in detail and understand the scope of services required to successfully manage this contract. Our proposal is designed to directly address the requirements listed in the Request for Proposal (RFP) # 09-06, as well as provide additional information regarding our full-service capabilities. Enclosed, you will find information about our company, service offerings, employee recruiting, screening and training, along with value-added services and resources that are unique to AI and differentiate us from our competition.

Andrews International is an international security services provider with corporate offices headquartered in Valencia, California. The company was formed in 1988 to provide high-end security services to a specialized client base in Los Angeles. Our success during the past two decades has allowed us to expand in size, service capability, and geographically. Andrews International is currently one of five (5) largest private security firms in the United States, with more than 7,500 employees managed through 40 operating locations and services provided in all 50 states. Globally, we provided services in 52 countries in 2007 and have capabilities to provide services virtually anywhere in the world.

AI brings a unique perspective of business acumen and security experience to our service partnerships. Members of our management staff have backgrounds in corporate security, specialized law enforcement, law enforcement training, business management, and property management. In turn, the company has built an excellent reputation and strong relationships within numerous industries, the private security sector and in the local, government and international law enforcement communities.

As one of the largest privately-held, American-owned security firms, with projected revenues exceeding \$210M and 35% growth in 2008, Andrews International has the financial strength and backing to support an account of this scope. The company is owned by executive and management team members with investment backing from Audax Group.

Part II, General Information Form, is placed at the front of our proposal, as required.



KEY DIFFERENTIATORS

Andrews International's portfolio of services includes uniformed security officers, personal protection/threat management, special event security, consulting and investigations and disaster and emergency response to the private and public sector. Unlike many of our competitors, our service offering is focused more on developing holistic security solutions than simply the delivery of security services. We offer many unique and distinct advantages that qualify us as the choice for your security program partnership:

- Flat organizational structure that gives customers and employees direct access to ownership and executive management;
- A dedicated management team with considerable experience, including experience in public environments;
- Broad-spectrum service offerings that take into account the enterprise objectives of your operation;
- A project-driven approach and local support network; including a mobile processing team of specialists in human resources, recruiting, training and operations;
- Investment in industry leading workforce management technology systems and processes, allowing management to integrate personnel scheduling, accounting, and performance analysis;
- Comprehensive training programs, ensuring our security personnel meet the highest standards of the industry;
- A state-of-the-art training center and range, with capabilities to develop training customized to your account;
- Investment in personnel development resources and a superior compensation package, resulting in above-average personnel retention;
- A commitment to continuous quality improvement.

Our leadership team has a wealth of experience with threat assessments in a variety of environments, complex international investigations, personal protection, risk management and emergency/disaster response. Andrews International's customer-focused approach provides the dedicated resources, experience, stability, and service capabilities needed to be a viable partner and to manage your security services needs.



SERVICE APPROACH

Andrews International's approach to accomplishing the requirements of the RFP focuses on forging the strongest possible chain of security and protection by establishing and maintaining a partnership with the District that provides broad-spectrum solutions. We are committed to a strategy that effectively integrates our people, technology, training and processes into a sustainable solution.

We propose to accomplish the requirements of this RFP by providing security personnel who are carefully screened and selected for the District account, properly trained for each job function, and evaluated using our in-depth Quality Scorecard metrics. The services proposed herein will be managed and maintained by local operations with the support of experienced corporate resources. We commit local infrastructure, onsite personnel and performance tools necessary to meet the currently defined RFP requirements; offering forward-thinking enterprise objectives and management strategies aligned with the corporate goals and objectives of the District protection and risk mitigation program.

Prior to deployment, all assigned personnel will receive focused new employee and client-specific training using a blend of classroom and computer-based training. Detailed post orders and training modules will be developed during the implementation phase and periodically updated to specifically address site responsibilities and client expectations for customer service and emergency response. After deployment, ongoing training modules will be introduced to ensure continued compliance with scope of service requirements and to promote personal development and professional growth.



COST

Andrews International's proposed pricing is congruent with the professional level of service offered by Andrews International and is no more or less than what is required to retain quality employees and maintain a quality service offering. Security officers receive an hourly wage commensurate with wage and labor statistics for the security industry in the market area. We provide a fair and competitive wage, above the industry average in most areas. We also provide additional benefits and incentives, including health benefits at low cost to our employees. Our proposed pricing is inclusive of necessary management, supervision, training, equipment, supplies, and uniforms required to provide professional security services to the District. Please find detailed pricing on the following page. *The pricing information and format provided is proprietary and provided solely for the purposes of this procurement process.*

HOLIDAYS AND OVERTIME

All hourly employees are compensated at one-and-one-half times their basic hourly rate for working holidays mutually agreed upon by the District and Andrews International and for all hours worked over the base of 40 hours per week.

INVOICING

Our web-based system, "Valiant" is used to capture scheduling/time keeping for payroll and billing. Driven by the work schedule, the Valiant system has the ability to keep a working database of employee names, numbers and posts that employees are qualified to work, as well as to ensure accuracy of security officer payroll checks and client billing. The system is designed for different aspects of our operations to feed off of each other. Our scheduling, payroll and billing systems are all interrelated and connected to each other within the system. Our system ensures that all officers are compensated appropriate to the hours they have worked. We can also assure our clients that they are billed according to the exact hours completed.

- 1) Security officers fill out time-sheets verifying hours worked.
- 2) Hours are confirmed for the payroll/billing week.
- 3) Payroll is generated and transferred to "Vault" where paychecks are distributed.
- 4) Billing is confirmed and invoices created to customer's specific request:
 - Weekly, Bi-Weekly or Monthly.
 - Billing reports are generated to report hours of service by the day, four times, post and employee. These reports can be used as backup for the invoices.
 - Invoices can be customized to report hours of service by employee, post, location or total customer.
- 4) All reports and invoices are transferable electronically in PDF or Excel formats.
- 5) Billing can be consolidated for multiple locations for a customer.
- 6) Payments may be made by check or EFT.



ACCOUNT MANAGEMENT

The District account will be supported by a strategically formed management team to provide best-in-class service. Carlos Galvez, Vice President, will be assigned as the account executive lead and will be the executive point of contact to manage the business relationship with the District. He will be responsible for oversight, coordination, quality control and delivery of services into the account. The account team will report to the COO of Andrews International, Ty Richmond, who is based in Los Angeles.

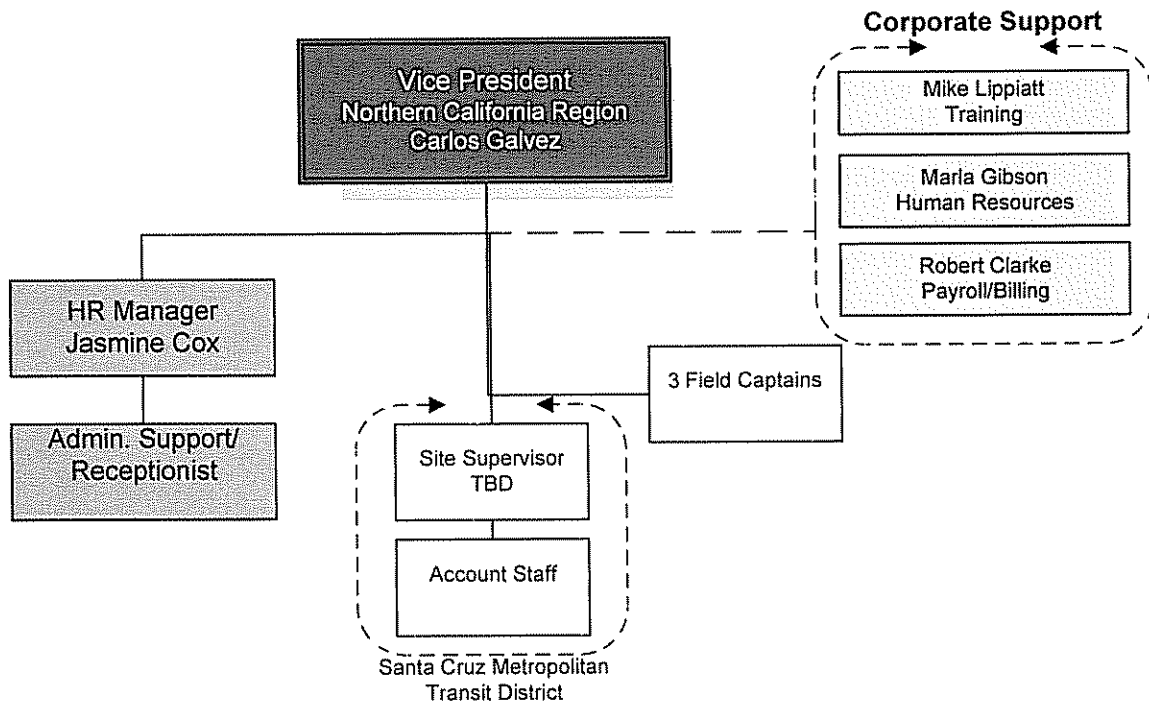
Local account issues will receive immediate support and attention with the "on the ground" management team. An operations director will be assigned from the Northern California Region to be the liaison between on-site account management and AI executive management. The operations director will work closely with the designated account manager and site managers on an ongoing basis to provide support and direction regarding aspects of training and site operations. Human resource and training functions will be conducted on a local level, with support of corporate training resources. AI's Director of Corporate Training, Mike Lippiatt, and Executive Director of Human Resources, Marla Gibson, will provide management of the recruitment, selection, hiring, and pre-assignment training of candidates for the District account.

A site supervisor will be assigned to provide administrative and operational oversight of the District account. The on-site account management staff is the liaison between the District and Andrews International, as well as an integral part of the success of our entire staff at the account. As such, we are very selective in hiring personnel at this level. We target these positions to highly motivated, upwardly mobile, intelligent, professional, responsible, and accountable candidates who view the position as a career and are interested in fostering not only their own, but their subordinates professional development. Account management staff will have demonstrated leadership skills and experience. Site supervisory staff will be approved by the District before assignment.

The site supervisor will be assigned to the Metro Center 40 hours per week and will be responsible for ensuring the account is fully staffed with qualified personnel and will implement metrics to track the training and performance of personnel in accordance with contractual requirements. The site supervisor will coordinate with the director of operations to ensure a consistent approach to administration and training at each site location.

Supervisory personnel will have demonstrated leadership abilities and experience with security leadership in an environment similar to the District. Supervisory staff will provide daily coaching and retraining to reinforce policies and procedures; employee development, counseling, and disciplinary action, when necessary; and will continuously evaluate the security program and revise post orders, as necessary.

One of the core values and service differentiators of the Andrews International organization is the fact that our leadership/executive management team is directly engaged in daily operations and client relations. Our organizational structure is flat and senior decision makers are actively involved with account management, offering proactive support and responding to needs as appropriate.



KEY MANAGEMENT BIOGRAPHIES

Biographies of the proposed key management team who will be involved in the implementation and ongoing account management follow for your review.

Carlos Galvez Jr., CPP

Vice President, Northern California Region

As Vice President of the Northern California Region, Carlos has oversight of business development and operations of the company in Northern California, including offices in Santa Clara and San Francisco. Based in our Silicon Valley office in Santa Clara, Carlos reports to Ty Richmond, President and COO of Andrews International. Carlos will have oversight of the District account operations and manage the business relationship with the District. Carlos will be the account's executive lead, offering executive support to the operations manager and dedicated project management team.

Carlos brings more than 11 years of corporate security experience to his position. Prior to joining Andrews International, Carlos has worked for several high-tech companies such as Adobe Systems, Infineon Technologies, and most recently Juniper Networks. Carlos most recently served as regional operations manager for Juniper Networks corporate security and safety department. As such, he was responsible for the overall management of security and safety processes, resources and program implementation at Juniper's Headquarter offices, and the Asia Pacific and Latin America regions. In addition, Galvez led the creation and implementation of Juniper's Protection Programs for special events, executive protection and travel, and contributed to Juniper's information protection and supply chain security programs.



Galvez also has contract security experience prior to his corporate role at Juniper.

Carlos earned his Certified Protection Professional (CPP) designation from ASIS International in 2006 and is certified in emergency management and anti- terrorism. He is active in the San Francisco Bay Area ASIS International Chapter and the Santa Clara Valley Red Cross Chapter.

Michael Lippiatt

Director of Training

Michael Lippiatt will manage the training programs developed and implemented for the District account. He has direct oversight of the corporate training program for all company employees.

Michael joined Andrews International in 2002, as an officer for one of our major client accounts, and was promoted up through the ranks to project manager and account training manager. In 2005, Michael transferred to the corporate training operation and currently manages Andrews International's Training Division.

Michael first began his private security career in 1988 and has since amassed 20 years of security, law enforcement and military experience. His training career began in the United States Army, where he served for eight (8) years as both an Infantry Soldier and Military Policeman. Michael has developed training doctrine for the Army and has continued so with Andrews International.

Michael is extensively involved with design and coordination of AI's state-of-the art web-based training program, Intellum. He has oversight of audio-visual training material development and testing formats.

Marla Gibson

Executive Director of Human Resources

Marla Gibson will provide Corporate Human Resources support to the District. Marla will be involved during the transition process and as needed throughout the contract tenure. Marla heads AI's mobile processing team and travels to account locations to ensure seamless start-ups – assisting with recruiting and processing of employees.

Marla Gibson began her career with Andrews International in July of 2005. As executive director of human resources, Marla is responsible for providing human resources support to more than 40 states and 100 corporate accounts operated by Andrews International. Her role includes ensuring managers and supervisors adhere to company policy and HR regulations in hiring/termination processes; assisting in the investigation and resolution of employee grievances and coordinating processes of responding to complaints. Marla also develops recruiting strategies for corporate level and field level positions and has oversight and management of all aspects of recruiting for the company. The HR department includes benefits administration for 7000+ employees nationally and provides training to managers (remote/local) on operations and HR policies. Marla oversees AI's human resources management and administrative staff on a national level.

Marla brings to her position 10 years of experience in recruiting and staffing management. Previous to her career with AI, Marla was the regional human resources account manager for a



staffing company and an executive recruiter for high-level professionals for a variety of companies in the Los Angeles area.

Marla has a Bachelor of Arts in Psychology from San Diego State University and is pursuing a Masters in Organizational Management.

Jasmine Cox

Manager of Human Resources

Jasmine is the local Human Resources Manager and will manage ongoing recruitment, hiring, and processing of employees assigned to the District, employee benefits, employee counseling, personnel actions as well as any human resource issues involving account employees on the local level.

Jasmine began her career with Andrews International in May of 2008. As Regional Human Resources Manager of Northern California, Jasmine is responsible for providing human resources support for seven malls and two technology companies. Her role includes overseeing administration of hiring, recruitment, retention, termination, personnel records, legal compliance, compensation, benefit, job analysis, long term staffing strategies development and administration of personnel and rules and regulations, pay and job classifications structure.

Jasmine brings to her position an 11-year track record of hands-on experience in HR Operations in both union and non-union environments. Prior to joining Andrews International, Jasmine worked in the capacity of HR Manager in Silicon Valley for competing national security companies.

Jasmine has a Bachelor in Business Management and Certification in Human Resources Management.

This local and regional team of experts, backed by executive leadership with valuable experience, will ensure our service consistently meets the requirements of the District. This management team will interview all candidates, whether new or retained, conduct background checks, and evaluate personality/integrity profiles before welcoming them to the Andrews International team.



EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance evaluations are typically conducted using an internally-developed set of position-specific expectations. This allows management to assess employee development properly and communicate assessments effectively and timely. The performance evaluations measure the officer's or supervisor's performance in:

- **Work Quality**
- **Work Quantity**
- **Work Habits**
- **Work Attitude**
- **Supervisor Skills**

Employee development is contingent upon a management style that fosters a career culture, clearly defines expectations and performance measurements, provides the tools to do the job right, and acknowledges the success of our employees with promotional opportunities and other incentives. Andrews International addresses good job performance by offering those officers recognition, commendation, awards, promotion, or bonus potential.

In those instances where an officer or supervisor receives a deficient rating, a Performance Enhancement Plan is put in place that provides the individual with the specifics of the deficiency, as well as provides a specific agenda and benchmarks for improvement.

AI utilizes a system of progressive discipline that includes verbal warnings, written warnings, demotions, disciplinary suspensions without pay and discharge in response to unacceptable conduct. However, there may be occasions where the Company determines that circumstances warrant immediate termination or reassignment without any prior warning(s), suspension(s), or notice. Any employee removed will be replaced temporarily until the position can be filled by a qualified and trained permanent replacement at no additional cost to the District.

For management, performance driven objectives are designed around client, business, and individual objectives. As a company, we feel our performance management system drives execution; along with the following benefits:

- Unified team with aligned accountabilities for client satisfaction, growth, and value creation
- Disciplined, client-centric decision-making process across organization
- Employee performance improvement and success is based on clear and direct objectives that are tied to incentives, recognition and rewards

ONGOING QUALITY ASSURANCE

Andrews International has developed a **Quality Performance Scorecard** designed specifically with the intent of capturing measurable performance data in order to assess real service delivery. The scorecard is based on mutually agreed-upon metrics that focus on areas and key performance indicators determined by AI and our client. These focused measures can be adjusted as needs and expectations change. Combined, these categories and subcategories contain the critical service areas that are evaluated monthly by management staff, and are the basis of the scoring system.



Key Measurement Categories include (*Examples*)

- Staffing Support
- Administrative Scheduling Performance
- Support Performance
- Training Performance
- Documentary Performance
- Staff Performance
- Cost Management

Each of the areas is assigned a point scale ranging from 1-5, which allows for a pass/fail threshold. Anything below this total would require analysis of the data resulting in plotting an immediate corrective action course. The scorecard not only grades the performance of the security officers on the account, but also the management support of those officers. It provides an external audit function whereby Andrews International executive management can review the status of operations in regional areas. While many security companies have made advancements in the service delivery areas, it is our belief that no company has truly captured the essence of real quality assurance until full implementation of a process similar to the AI scorecard.

The objective of the Andrews International performance scorecard program is to strive for quality assurance and continuous improvement. Each account manager or supervisor is the owner of the document and has the first line of accountability for quality performance and problem resolution at each location. Quarterly, an average score from the previous monthly reports will be tabulated, and the scorecard will be delivered to the customer with backup documentation supporting each section. In most cases, a member of the Andrews International senior leadership team will attend these quarterly review meetings to analyze and discuss the previous quarter's performance. Resultant of the AI score-card quality control method, several of our clients have benefited from productivity improvements in areas including:

- Employee Retention
- Employee incident response timing
- Non-billable overtime cost reduction



Andrews International management representatives will meet with the District representatives regularly to discuss level of satisfaction with our services and make sure we are aware of any need for improvement; and to verify that our project team is operating to the high standards expected by Andrews International and the District. Dedicated and attentive account management, performance management processes and ongoing communications between AI's account management team, account staff and the District, focus on providing a level of service that prevents occurrences that would lead to complaints, and thorough handling of complaint-generating situations.

Andrews International also utilizes a customized web-based client satisfaction survey tool that is designed and directed as per the client's expectations. Attached is an example of our customized survey that is distributed to key client contacts identified by the customer and on a frequency determined by the client.

ANDREWS INTERNATIONAL

Customer Satisfaction

Andrews International Friday 5.18.2007

Please enter your contact information:

First:
Last:
Title:
Client:
Branch/City:
Address:
Email:

Please rate our staff performance below:

1. Responsiveness (Officers are reliable, consistent and proactive to my needs)

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

2. Professionalism (Officers are patient, willing to assist, disciplined and polite)

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

3. Knowledge & Abilities (Officers are well-trained & capable of performing at levels that meet my expectations)

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

4. Human Resources (HR support function is responsive to my needs when requested)

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

5. Finance (Finance support function is responsive to my needs when requested)

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

6. Overall Quality of Service

1 2 3 4
Dissatisfied Somewhat Dissatisfied Satisfied Very Satisfied

7. General Comments:

Please respond to the following:

8. Is there an employee that you would like to recognize? If yes, who?
Employee's Name:

9. Can a member of the Andrews International management team call you to discuss your responses?
 Yes
If yes, please provide the telephone number that's best to contact you:



CONTRACT TERMS

Andrews International's Risk Management Department has reviewed the Santa Cruz Metropolitan Transit District agreement and has no exceptions to note at this time. AI is willing to execute the Contract according to the terms and conditions of the RFP.



DBE STATUS

Andrews International is not a disadvantaged business enterprise and does not plan to subcontract any of the security services provided as part of the District security service contract. We feel that the best way to maintain a quality service level is to control the hiring and training processes internally. For this reason, we do not subcontract our security officer services unless required. However, we are committed to supplier diversity and maintaining an equitable and competitive business environment. We make a good faith effort to utilize minority vendors for ancillary goods and services. As part of this commitment, we adhere to a comprehensive nondiscrimination policy and work to develop procedures and initiatives that will help ensure that all suppliers in our procurement programs receive fair consideration. Our supplier diversity manager acts as a liaison between diverse suppliers and all Andrews International staff who have procurement responsibilities, continually reaffirming our commitment to diversity while developing procurement programs that are beneficial for everyone involved.



WORK PLAN

It is our goal to minimize interruption to the District's business operations by ensuring as seamless a transition as possible. Job-start procedures will be conducted systematically to ensure that all resources are in place. Once a contract is initiated, we will create a Job Information Sheet which details the hours, staffing needs, equipment and basic scope of the project. The project manager or designated scheduler will then create a job schedule in our workforce management system. The system has the ability to keep a working database of employee names, numbers and posts that employees are qualified to work, while ensuring accuracy of security officer payroll checks and client billing.

After a comprehensive briefing to communicate staffing requirements, our Human Resource Department will begin recruitment, targeting prospective employees specifically for the District project. Background checks and testing will be conducted to identify top candidates for assignment to the District. Selected employees will be issued the proper uniforms and equipment, and then set up with the prescribed pre-assignment and on-the-job training curriculum.

The District account start-up will have the direct oversight of the Vice President of the Northern California Region, Carlos Galvez. He will be responsible for directing the designed project plan to ensure a smooth start up and implementation, and has ultimate responsibility for the delivery and performance of the plan. Representatives from human resources, training, administration, finance and other support functions will also be a part of the account management team.

Throughout the transition process, AI management representatives will conduct regular internal planning and update meetings, process checks and refine action plans to ensure we are conducting the implementation as efficiently as possible and meeting all requirements for employee qualifications and training. We will also communicate with the District's designated security management representatives to provide progress reports and updates and to ensure we are on target. The transition will be accomplished in the following phases.

PHASE I - ACCOUNT SET UP:

This phase will include activities that involve establishing the terms of the contract and initial review and observation of the worksite to determine what is needed to service the account effectively. During this phase, support team personnel will be assigned to their respective tasks and will meet regularly with the vice president to ensure implementation of the new account start-up plan.

PHASE II - RECRUITMENT/OFFICER SELECTION:

The recruitment process will be managed by experienced local human resource personnel, with support of the corporate human resource department. Andrews International selects recruiting sources and determines education and experience level based on the target position. Location, current economy, and our clients' expectations are factored into our overall strategy of obtaining the highest quality applicants. As appropriate, we use a variety of recruiting sources ranging from employee referrals and military veteran groups to standard advertising and job fairs. We also take advantage of on-line recruiting tools for candidates targeted to open positions. AI's diverse employee benefits packages, training and development programs, and career



progression opportunities allow us to garner talent that might not traditionally consider the contract security industry.

Experienced HR personnel will work with the District representatives to determine the optimal profiles for officers, shift supervisors and account management. Applicants must meet strict qualification and screening requirements before they are hired. New-hires complete basic security officer training as well as courses customized to our client accounts to ensure they are the right fit for their assigned environment. We will also submit applicants for the District's approval, if desired.

If desired by the District, AI will make an effort to recruit all client-approved existing personnel for retention at the site. Incumbent employees have the advantage of site-specific training, knowledge of the post orders, experience with facility procedures and equipment, and a familiar relationship with the District management and staff members. Existing Andrews International personnel working at other locations will be given consideration for transfer and our recruitment channels will be utilized to fill any remaining positions.

Minimum Qualifications for Employment

All candidates will meet the following initial qualifications:

- 21 years of age
- Proof of High School Diploma or GED
- Proof of U.S. citizenship or equivalent work documentation
- No criminal convictions
- Drug-free
- Appropriate physical condition to perform job duties
- Stable employment history
- Honorable discharge, if military
- Integrity of character
- A valid CA Driver's License with fewer than 2 points and no previous DWI or DUI convictions
- Must be able to speak, read and write fluent English
- Must meet all state guard card licensing requirements and have possession of a valid guard card while on duty
- Previous experience levels as outlined in the RFP

Initial Selection

All candidates must complete a detailed application and interview. This interview includes a screen-in approach, where the applicant is not only questioned for his or her capabilities, but also sold on the benefits of working with Andrews International. Interviews are extensive and include evaluations of appearance, attitude, demeanor, mental alertness, general intelligence, integrity, interpersonal communication skills, specific job-related qualifications, job knowledge, and career objectives.



Employment History

A thorough investigation of previous employment is conducted on all candidates considered for employment with Andrews International. Subjects investigated include absenteeism, tardiness, conduct, job performance, and reason for separation from previous employers (i.e. voluntary or involuntary).

Background Screening

Criminal background checks are completed on all candidates considered for employment with Andrews International and each inquiry is evaluated to ensure the highest quality candidates are accepted. A social security trace is a primary step in background screening. This trace acts as a measure of applicant honesty, identifying and revealing names associated with a specific social security number as well as past and present addresses (residential history). Andrews International examines the records in the applicant's county (or counties) of residence(s) for the past seven (7) years, or otherwise as required by our client.

Additionally, we will check the driving record of all applicants considered for employment. While not all personnel drive in the course of their job duties, a poor-driving record can be indicative of the applicant's overall responsibility level. We also make inquiries, both by telephone and in writing, of the applicant's prior employers and personal references.

Drug Test

All candidates considered for employment must pass a 5-panel chemical test and analysis for the detection of illegal use and/or abuse of controlled substances. The panel will include:

- (a) Marijuana metabolites.
- (b) Cocaine metabolites.
- (c) Amphetamines.
- (d) Opiate metabolites.
- (e) Phencyclidine (PCP).

In addition to pre-employment screening, testing is also conducted for reasonable suspicion, post accident, and on a random basis.

Other Medical Screening

In addition to the defined process, Andrews International can also conduct psychological and physical screening, as well as a credit history report if the job responsibilities dictate the need; or as requested by the client as a part of the contract requirements. A credit history will be conducted on employees assigned to Revenue Collection Positions to ensure financial responsibility.

Continued employment is dependant on successful completion of pre-assignment training and testing. Once a candidate has been approved by human resources management as a qualified Andrews International employee, a match of personality traits and technical skill set will determine the account for which the candidate is recommended.



PHASE III – TRAINING:

The training and development stage of the plan will begin in phase III. Procedures for safety and staff development will be implemented, along with defining standard operating procedures. HR management will provide training on the company HR Manual and other key processes related to employee relations/processing.

Andrews International views training as the most critical element of the entire human resources process, and has invested in and developed a program representative of the belief that quality training is fundamental to the performance of professional security officers. The emphasis of our training programming is on employee development, utilizing a combination of prescribed basic security officer training and training customized to the program at each site.

Andrews International conducts training internally, utilizing training programs developed by our state-of-the-art Training Center in Burbank California and implemented and managed on the local and regional levels of the company. Site-specific and supplemental training programs are also developed on the local level with support of corporate resources. The Andrews International Security Officer Training Program consists of a combination of one/one, on-line and scenario/group training settings delivered through four distinct phases:

1. Basic Training
2. Client-Specific Training
3. In-Service Training
4. Supervisory Training

In addition to pre-assignment training and post-assignment, site-specific training, security officers receive regular continuing education through training and development bulletins, web-based training modules, daily coaching and shift briefings, and other applicable means. Rather than a standardized approach, our philosophy is to customize each program in consultation with our client, through organized and prescribed enhancement training and in response to quality assurance needs assessments.

Pre-Assignment Basic Training

New officers are provided the “basics” to become professional security officers. This phase of training includes subjects on:

- Company orientation
- Nature and Role of Private Security Officers
- Legal Authority/Powers of Arrest
- American Heart Association First Aid, CPR & AED
- Physical Security and Crime Prevention
- Security Officer Conduct
- Observation and Documentation
- Criminal laws
- Communications
- Sexual Harassment and Diversity
- Emergency Situations
- Hospitality
- Patrol and Fixed post techniques
- Fire Protection & Life safety
- Communications
- Drivers Training

Andrews International will provide pre-assignment training to all assigned officers as outlined in the RFP.



Client-Specific Orientation Training and On-the-job Training

The second phase of our learning and development program is the indoctrination of the new security officer to the assigned work location. Site-specific training will be developed in consultation with the District to ensure critical topics are covered. This technique allows the District to customize your security program. Training may be delivered by supervisors or site managers, or other Andrews International personnel designated for this function.

Continuing on-the-job training will include specific requirements of the scope of services, as well as any duties which might be revealed by an assessment developed at the account location. To ensure thorough understanding of job duties, employees are typically assigned training on each post at the site, conducted by the site supervisor, shift supervisor, or tenured officers selected by the site supervisor. Training will include the District general policies and procedures, post orders specific to each security post, and any other information deemed necessary.

Continuous Training

Job-specific training provides officers with continual education on skill sets and advanced training topics.

- Bi-weekly Training Bulletins
- Web-Based Training Modules
- Monthly / Quarterly Training Days
- Daily Shift Briefings
- American Heart Association First Aid, CPR & AED recertification

In addition to the standard security officer training program, we also provide customized and advanced training in specialized areas tailored to the needs of our clients. This training becomes part of the job-specific training curriculum.

Annual Retraining/Re-Certifications

The Intellum Learning Management System tracks the training officers have completed, as well as scheduled mandatory training and re-certifications. The project managers and supervisory staff with oversight of the account operations are provided access to review and assign training for officers at their account. Re-certification due dates can be set and added to the officer's training schedule. Supervisory staff also conducts routine audits of training.

Supervisory Training

Continuous supervision by experienced supervisory personnel is a part of the professional full-service security program provided to all clients. The Security Supervisor Training Program covers such subjects as:



- Uniform Appearance
- Safety and Workers Comp
- Workplace Violence
- Emergency Response
- Tactical (Verbal) Communications
- Legal Authority/Use of Force
- Time Keeping
- Performance Evaluations
- Sexual Harassment and Diversity
- Leadership
- Ethics
- Delegation
- Corrective Action & Discipline
- Human Relations
- Audits & Problem Solving

All aspects of the Andrews International Security Training Program are administered through our web-based Learning Management System (LMS). The Intellum LMS is a system that is capable of managing both web-based training modules and traditional instructor-lead sessions, which deliver a learning experience that maximizes the officer's chances for success by delivering the right balance of education, involvement, and interactivity.

Each phase of the training process is conducted by a higher ranking manager, dedicated trainer, or field officer. The training process, which combines classroom, audiovisual, web-based training modules and on-the-job training, spans the entire spectrum of knowledge required to effectively and efficiently function as a professional security officer or manager.

PHASE IV - IMPLEMENTATION/FOLLOW-UP:

In this phase, the staffing plan is finalized and officers are uniformed and deployed on post. Executive leadership will be present during the initial 2-3 days of this activity. A daily "de-brief" will be conducted by executive and account management to measure progress and any needs of the operations.

Once the transition is complete and fully operational, the vice president and project manager will follow up with the client to solicit feedback on the operations performance. The performance scorecard will be defined with input from the District and implemented to measure effectiveness of the account and the key performance measures. During the life of the project we will continuously evaluate our services by day-to-day monitoring of officers and processes and periodic internal audit procedures to ensure compliance with the contract. Follow up meetings will be held at scheduled intervals to ensure service levels are being met.

Our standard transition period is a minimum 30-day transition process for a successful start-up, although that time frame can be reduced in emergency situations and lengthened for large or complex applications.



Transition Activities	Week 1	Week 2	Week 3	Week 4	Week 5	30 Days
Initial Award and Signed Contract	X					
Start Date and Time Determined	X					
Uniform Style Selected	X					
Review Current Personnel	X					
Tour Facility with the District	X					
Observe Security Functions	X					
Review Post Orders and Security Policies	X					
Develop Job Descriptions for Each Security Position	X					
Training Requirements Reviewed and Revised	X					
Establish Safety Procedure and Plan	X					
Equipment Identified and Ordered	X					
Notify Incumbent Officers of Interview Process		X				
Recruit and Interview Potential New Officers		X				
Continue Review of Post Orders, Policies and Procedures		X				
Interview and Select Supervisors		X				
Selected Officers Start Orientation Program			X			
Develop Standard Operating Procedures for All Positions			X			
Develop Training Guide and Checklist			X			
Evaluate and Redefine Emergency Procedures			X			
Final Approval on Post Orders, Policies and Procedures			X			
Set Up Training Schedule				X		
On-Site Training of Project Manager				X		
Process and Uniform All Officers				X		
Assign Schedules to Officers				X		
On-the-Job Training of Officers				X	X	
AI Assumes Control of the Account					X	
Quality Management Plan is Completed					X	
Develop Ongoing Training Program					X	
The District Review					X	X



EMPLOYEE BENEFITS

An important method of maintaining quality officers is offering benefits and incentives to our officers. The standard benefit package offered by Andrews International is one of the best in the security industry. We have found that this package and our above-average wages enable us to attract and retain the highest quality personnel.

401(k) Plan: AI is proud to be an industry leader in our 401(k) Retirement and Savings Plan offering. All full time employees age twenty-one (21) or older are eligible to participate after 90 days of employment. Employees may contribute on a pre-tax basis between 1% and 15% of eligible earnings.

Holidays and Overtime: All hourly employees are compensated at one-and-one-half times their basic hourly rate for working recognized holidays.

Vacation: All employees are entitled to one (1) week paid vacation after one (1) continuous year of employment and two (2) weeks after five (5) years of employment.

Tuition Assistance: Tuition assistance is available to all permanent full-time employees with one or more years of continuous service. Andrews International offers tuition reimbursement for an Associates (AA) degree offered at the community college level. A minimum of a C (2.0) grade in an approved course of study is required. Reimbursement applies to tuition and books.

Bereavement Leave: All regular, full-time Andrews International employees may take bereavement leave in the event of the death of an immediate family member.

Health Benefits: Andrews International offers affordable health, dental, vision, and life insurance to all full time employees, available after 90 days of employment. Medical and Life insurance are offered at no cost to the employee. California employees are offered an HMO plan from Aetna at a low cost. Fully voluntary dental and vision plans are offered at affordable prices to all full-time employees interested in enrolling. Optional supplemental coverage is available through AFLAC.

Life Insurance: All regular, full-time Andrews International employees who elect medical coverage through the company are eligible for \$15K life insurance.

Incentive Programs: Andrews International's incentive programs include officer of the quarter recognition, as well as other outstanding effort/performance awards that provide financial and gift related recognition for our top performers.



ADDITIONAL CAPABILITIES AND RESOURCES

In addition to providing the District with uniformed security personnel, resources available to provide comprehensive support to Santa Cruz Metropolitan Transit District security, safety and asset protection objectives are described below.

Customized Training

AI has a \$2.5 million, 15,000 square foot state-of-the-art classroom and indoor range training center in California that includes law enforcement and security industry training curriculum, simulators and classroom settings for custom tailored training for our client accounts. AI also provides training to numerous clients in the field of security management, asset protection, criminal law, CPR, AED and first-aid. With its cadre of training instructors, the facility provides the foundation for the training programs AI clients receive at minimal or no cost.

Andrews International provides training not only to our own employees, but to private and corporate security personnel, law enforcement personnel from municipalities across the nation, and other professionals in the field. Samples of our course development include information protection, emergency and crisis management, and a broad range of academic training, field operations, weapons instruction and simulation drills.

We have capabilities to design and develop additional training based on topics of interest or need, and quite often we are able to provide customized scenario training at no cost to our clients. To our knowledge, we are also the only security vendor within our market that maintains a fully supported video production team, complete with professional digital recording equipment and editing staff. A tour of our facilities and samples of our video training product can be made available to the District at any time.

Additionally, Andrews International has developed training modules for our clients on the subjects of Workplace Violence Prevention & Response and Travel Security. These training sessions can be modified to suit specific industry sectors and staffing levels. They are designed to heighten awareness to these very important topics and assist our clients in preparation for and response to a variety of threatening incidents.

Consulting and Investigations

Services offered within our consulting and investigations function include:

- Litigation Support
- Business Intelligence
- Corporate Investigations
- Risk Analysis and Security Program Planning and Development
- Electronic Security System Assessment/Design/Project Management
- Personal Protection/Threat Management

Andrews International's C&I strategy assembles teams of experienced individuals to address our clients' needs for each given situation. Based on these needs, a C&I team may include corporate security professionals, experienced investigators, forensic specialists, accountants, legal analysts, law enforcement or professionals from other specialized fields.



Personal Protection

AI's personal protection services are used in a broad variety of environments and include working with senior corporate executives, domestic and foreign dignitaries, entertainment industry notables, high-net-worth individuals, heads of state, and other prominent individuals. Andrews International professionals are trained and highly skilled in the areas of advanced logistics planning, threat assessment, crisis management, and emergency response. At the same time, confidentiality, sensitivity, and discretion are hallmarks of the company's approach to personal protection. Andrews International's protection personnel bring a broad background of experience and training to complement and augment each client's unique culture. These services can be provided on a local, national, or international basis.

Special Event Planning, Consultation, and Security Coverage

Andrews International's special events division provides unparalleled safety, security, and peace of mind. A broad range of security resources is available to meet the needs of corporate events. For corporate sales, marketing and other special business occasions, Andrews International focuses on advance planning, threat assessment and problem prevention; event crowd control; and when necessary, crisis response. Management is skilled at understanding and planning the event security process and working with the client, while our personnel are trained to be polite and professional, assuring the safety and security of event attendees.

Technology "Toolbox" Options

Many of our clients have control room operations that serve as the nerve center for the security function and they maintain a critical role in managing systems, staff and situations. We recognize that additional focus should be directed to optimizing the effectiveness of these operations so we have compiled a "toolbox" of technology solutions that we believe is unique to our company and not offered by any other uniformed security company in the world. It is a package based on the concept that the security operations center becomes the "security information and intelligence fusion center" for the corporate enterprise. To this end, we have partnered with three software firms to use their products as tools within our security service portfolio and offer technology integration to our clients. The toolbox Andrews International offers can be adapted and selectively deployed, based on the client's culture, operating environment requirements, economic goals and general philosophy on how security should be integrated and utilized.

CritiCall Software

The front-end process software in our toolbox is **CritiCall**; a program designed to screen, test and qualify personnel to work and operate in a complex dispatch and security operations center environment. The software uses customizable testing modules for evaluating personnel on key skill set requirements essential to each unique security operations center. Audio tests require that test takers listen over a headset instead of simply reading. Data is received from multiple sources and must be entered into defined data fields. To simulate the multi-tasking environment of call takers and dispatchers, additional decision-making scenarios automatically activate as other test modules are being administered.

The focus of this customizable program is to ensure we are placing competent and capable personnel in the control center operations through a software program that measures and tests



aptitude, memory recall, decision-making and computer-related multi-tasking abilities so highly coveted in this critical operating area. This system can be applied as defined by the skill sets and service capabilities expected of the control center operations team. To effectively manage a traditional security operations center; and then take the next step to manage processes and systems via D3 and provide "strategy altering" information and intelligence, the entire team needs to operate with key communication, analysis and decision-making skill sets. This system can be applied as defined by the skill sets and service capabilities expected of the control center operations team.

D3 Software

The software platform for the operating model described is **D3 Security Management Systems**; an integrated software program that provides various modules to allow a security operations center to proactively monitor all aspects of an enterprise security program and provide information that supports the risk mitigation process. Modules used by our security officers and management personnel include task areas involved in daily operations, incident tracking, data distribution, analysis and resource optimization. Various modules in this system allow for incident reporting, guard touring operations, scheduling, dispatch and other key activities that, when integrated into a single platform, provide intelligence and information that allow for resource optimization, critical analysis and focused decision making. The optimization software toolbox allows the information and intelligence of the D3 system to support the entire risk analysis survey process to identify threats, vulnerabilities and mitigating solutions.

Andrews International has established a significantly discounted relationship with D-3 Security Management Systems, which can be made available to the District depending on your desire to use information and intelligence within the security control center operations. We can work with the District and D3 to integrate modules based on the strategies, goals and needs of the security organization and corporation.

Asvaco Software

The back-end software in our toolbox is **Asvaco**; a risk analysis software that integrates with D3 and allows the information and intelligence of the D3 system to reveal specific threats, vulnerabilities and mitigating solutions. This tool determines how a company is using resources and controls to properly address threats and vulnerabilities in a company asset protection program. This tool is the basis for the perpetual risk assessment process to continually improve risk mitigation strategy and resource optimization. This program is available at a reasonable cost to our clients who view these services as a valuable component of their corporate security program.

Disaster and Emergency Response

Due to the broad range of security services provided across the United States by AI, our ability to staff special events and emergencies is a core business offering. Andrews International (AI) has developed its disaster and emergency response service as part of its continuing commitment to assist clients in the management of risks and the mitigation of their impact. Through our trained pool of personnel and resource network of consultants and alliance partners, Andrews International has the ability to respond to disasters and emergencies in conjunction with the various plans in your organization's business continuation strategies. Andrews International (AI) has developed its disaster and emergency response service as part



of its continuing commitment to assist clients in the management of risks and the mitigation of their impact. These services are a natural expansion of AI's existing services related to security and risk mitigation.

Our value add is the ability, in complex conditions, to work effectively with federal, state and local government resources to ensure we are protecting our clients so they can remain operational and are able to access transportation, power, communications, shelter, food, water, and medical resources as needed. Through our trained pool of personnel and resource network of consultants and alliance partners, Andrews International has the ability to respond to disasters and emergencies in conjunction with the various plans in your organization's business continuation strategies.

To learn more about our company, services and people, please visit
www.andrewsinternational.com.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: January 23, 2009
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: **ACCEPT AND FILE THIS REPORT ON SANTA CRUZ METRO BEING AWARDED THE FIRST ANNUAL DISABILITY SERVICE PROVIDER AWARD BY SPECIAL PARENTS INFORMATION NETWORK (SPIN) IN 2008**

I. RECOMMENDED ACTION

No Action necessary.

II. SUMMARY OF ISSUES

- Special Parents Information Network (SPIN) is a non-profit parent-to-parent support and information network serving parents, guardians and families who have a child or children with specials needs of any age in Santa Cruz and San Benito Counties.
- In the Spring of 2008, SPIN sought nominations for its first ever Community Spinner awards—the Lucky 8. METRO was nominated by a number of people to receive SPIN's Disability Service Provider Award and was selected as the recipient of this Award at last year's Community Spinners Lucky 8 Awards Celebration.
- This report is designed to inform the METRO Board of Directors about the SPIN organization and the significance of METRO being the recipient of the Award for best Disability Service Provider.

III. DISCUSSION

In 1985, a group of Santa Cruz County parents of children with special needs began meeting together for support. Through the years, these parents continued to maintain this parent-to-parent support organization that, in 1996, became known as Special Parents Information Network (SPIN). In June of 2000, SPIN became incorporated as a 501(c)(3) nonprofit charitable corporation. SPIN continues to support and provide information and services to assist and strengthen families whose child or children have special needs. It provides monthly educational workshops and training on various topics to educate parents and professionals to better meet and advocate for a child's needs at home, school and in the community. It also provides networking opportunities through support groups, events, workshops and training and parent-to-parent support including a mentor parent program.

In the Spring of 2008, SPIN sought nominations for its first Community Spinner awards—the Lucky 8. These awards are SPIN's highest tribute for individuals and businesses that provide

exceptional services and assistance to special needs children and their families. SPIN sought to honor a Disability Service Provider (transportation, equipment, direct services) who provides necessary services and/or assistance to special needs children and/or their families in a meaningful and kind way.

METRO was nominated to receive the SPIN Disability Service Provider Award by a number of people from the community. METRO was selected because of its outstanding fixed route and paratransit services. No service provider in SPIN's service area touches in such a helpful and positive way as many families with children with special needs as METRO. Day in and day out, METRO is there to provide quality transportation services to children with special needs and their families. METRO was selected for this Award because it provides mass public transit within Santa Cruz County and its regional area utilizing a fleet of safe, clean, modern and accessible buses connecting people with education, business, medical, shopping and social destinations. It was noted that METRO's buses are easier to use than ever before by adults and children with special needs. The modern accessibility features on the buses include the ability to lower the floor of the bus so it is easier to access without climbing steps. Also noted was the "talking bus" which helps individuals find their way by announcing almost every bus stop along the fixed route. METRO's ParaCruz service was also cited as a reason that METRO won this award.

On August 23, 2008, SPIN celebrated the winners of the first annual Community Spinners Lucky 8 Award in Watsonville, California. Among the categories for these awards were the following: Business, Educator, Volunteer, Disability Service Provider, Medical Professional, Parent, Recreational Programs, and Elected Official. In addition to METRO's nomination and award for the Best Disability Service Provider, Director Michael Rotkin won SPIN's Award for the Elected Official whose legislative record of accomplishments includes serious and important work on behalf of special needs children and their families. Former Assistant Manager Mark Dorfman, Operations Manager Ciro Aguirre, and Paratransit Superintendent April Warnock attended the celebration and accepted the award on METRO's behalf.

IV. FINANCIAL CONSIDERATIONS

None.

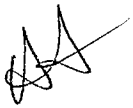
V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager 

SUBJECT: **CONSIDER A PRIORITIZED LIST OF PROJECTS FOR POTENTIAL ECONOMIC STIMULUS PROJECTS**

I. RECOMMENDED ACTION

That the Board of Directors approve a prioritized list of projects to submit to the Santa Cruz County Regional Transportation Commission for potential Economic Stimulus Projects.

II. SUMMARY OF ISSUES

- Both the U.S. Congress and the California State Legislature are considering economic stimulus projects to fund public infrastructure, alternative energy and unemployment relief.
- The Santa Cruz County Regional Transportation Commission (SCCRTC) issued a call for a prioritized list of projects to be considered for potential Economic Stimulus Projects.
- METRO staff considered projects in METRO's current capital budget, the 2005 Regional Transportation Plan (RTP), and other additional projects for inclusion in the potential Economic Stimulus Projects.
- A list of *Recommended METRO Projects for Potential Economic Stimulus Projects* is attached for your consideration.
- The approved list of prioritized projects will be forwarded to the SCCRTC to be considered for potential Economic Stimulus Projects.

III. DISCUSSION

In an effort to promote recovery from the ongoing recession, the U.S. Congress and the California legislature are considering various strategies to boost employment while stimulating the economy with funding for new public infrastructure and alternative energy projects. They are currently considering economic stimulus projects which could provide up to \$15 Billion for public transit capital projects. A key incentive for new projects is that they are ready to begin construction or procurement and have already cleared environmental review.

The Santa Cruz County Regional Transportation Commission (SCCRTC) issued a call for a prioritized list of projects from the local jurisdictions which would be ready to contract within

180 days. METRO staff reviewed projects listed in the 2005 Regional Transportation Plan, in METRO's current capital budget, and other additional projects for inclusion in the list of potential Economic Stimulus Projects. METRO staff further refined the project list based upon METRO's priorities and ability to implement projects with 180 days.

The attached *Recommended METRO Projects for Potential Economic Stimulus Projects* lists METRO's highest priority projects which could be put under contract within the next 90 to 120 days.

A second table lists additional projects considered but not included in the prioritized project list either because they are not programmed in the 2005 Regional Transportation Plan or because they cannot be implemented within 180 days.

Adopting a prioritized list of projects will enable the SCCRTC to consider METRO capital projects for Potential Economic Stimulus Projects. METRO staff will closely monitor the development of Potential Economic Stimulus Projects and will furnish additional project information as needed to qualify METRO projects for funding.

IV. FINANCIAL CONSIDERATIONS

Submitting a list of prioritized projects to the SCCRTC will enable METRO to compete for funds from potential Economic Stimulus Projects.

V. ATTACHMENTS

Attachment A: *Recommended METRO Projects for Potential Economic Stimulus Projects*

Recommended METRO Projects for Economic Stimulus Projects

Priority	Project Description	Type	Project Cost	Funds Needed	Award Contract
1	MetroBase Facilities	Construction	\$ 68,865,055	\$ 25,615,065	90 Days
2	Purchase 27 Paracruz vehicles	Capital	2,025,000	2,025,000	90 Days
3	Purchase Smartcard System (Farebox)	Capital	2,000,000	2,000,000	90 Days
4	Transit Management Information Technology*	Capital	1,775,000	1,775,000	90 Days
5	Purchase 30 replacement CNG buses	Capital	15,000,000	15,000,000	120 Days

\$ 46,415,065

* Includes:

- System Phone Network
- HASTUS Dispatch, Scheduling, GEO, Customer Information
- Data Warehouse and Computer Servers
- Fleet Maintenance Software

Additional METRO Projects Considered for Economic Stimulus Projects

NOTES	Project Description	Type	Project(s) Cost	Funds Needed	Award Contract
A, B	ParaCruz Operations Facility	Construction	\$ 12,000,000	\$ 12,000,000	2 Years
B	Pacific Station Renovation	Construction	12,000,000	8,823,923	2 Years
B	Bus Stop Improvements	Construction	7,500,000	7,500,000	1 Year
B	Bike Station at Capitola Mall	Construction	1,000,000	1,000,000	2 Years
B	Purchase 12 Highway 1 Express Buses	Capital	6,000,000	6,000,000	2 Years
A	2 Parts Washers	Capital	40,000	40,000	90 Days
B	Bus and ParaCruz AVL , Repeater, Radios, Next Bus	Capital ITS	6,000,000	6,000,000	1 Year
B	Signal Priority/Pre-Emption for Buses	Capital ITS	2,000,000	2,000,000	2 Years

\$ 43,363,923

NOTES:

- A Not Programmed in Transportation Plan
- B Project Start Date beyond 180 Days

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2009

TO: Board of Directors

FROM: Robyn D. Slater, Human Resources Manager

SUBJECT: CONSIDER THE AUTHORIZATION OF A PROVISIONAL LEAD MECHANIC POSITION FOR A MAXIMUM OF TWO YEARS OR UNTIL THE SECOND PHASE OF THE MAINTENANCE FACILITY IS COMPLETE

I. RECOMMENDED ACTION

Staff recommends the Board of Directors authorize the hiring of a Provisional Lead Mechanic for a maximum of two years or until the second phase of the Maintenance Facility is complete.

II. SUMMARY OF ISSUES

- Currently Fleet Maintenance resides in two sites.
- Based on past practice there is a Lead Mechanic at each site for each shift, five positions in total.
- The second phase of the new Fleet facility will combine the two sites and is expected to be complete at the end of 2009 or the beginning of 2010.
- One of the five Lead Mechanics resigned in May 2008.
- As a result of budgetary constraints one of the Lead Mechanic positions was unfunded for Fiscal year 2009
- After meeting with the union it was determined that the Lead Mechanic position would be filled on a temporary basis
- According to METRO's Personnel Rules and Regulations a temporary appointment can only last six months.
- METRO and the union developed a side agreement to be executed upon Board approval of the provisional position, which would address issues related to the language in the current contract and allow for one person to be hired as the Provisional Lead Mechanic.
- METRO and the union will meet and confer again to review the number of Lead Mechanic positions that will be funded after the Fleet facility is consolidated into one building.

12.1

III. DISCUSSION

Lead Mechanic position locations and shifts are bidable positions, which means that, several times a year, the Lead Mechanics select the site and/or shift they will work based on seniority. In May 2008 one of the Lead Mechanics retired.

Since one of the Lead Mechanic positions was vacant, and with the knowledge that the two Fleet Maintenance sites would be consolidated by the end of 2009 or the beginning of 2010, funding for the Lead Mechanic positions was reduced from five to four. The Finance and Human Resources Manager met with the union and informed them of the decision to reduce the funding for Lead Mechanics to four.

After meeting with the union it was mutually agreed that the unfunded Lead Mechanic position would be filled using the "out of class" provision available within the current Memorandum of Understanding (MOU) and according to METRO's Personnel Rules and Regulations. However, both the MOU and METRO's Personnel Rules and Regulations only allow temporary appointments to last six months and the lead mechanic position would be required for approximately 18 months.

METRO and the union recognize that it is beneficial for a current METRO Mechanic I, II, or III to have the opportunity to work as lead mechanic. The union agreed that if a mechanic worked as a Lead Mechanic until the buildings were consolidated they did not expect METRO to hire another mechanic. Basically, one position would be left vacant, a mechanic rather than a lead mechanic.

METRO staff and the union spent several months developing a side agreement that would address some issues in the MOU that might discourage current employees from applying for the Provisional Lead Mechanic position (if it is approved by the Board).

METRO and the union agreed that, with Board approval, METRO would recruit for the Provisional Lead Mechanic position internally first. If the internal recruitment is not successful METRO would recruit outside the organization.

When the approximate consolidation date of the two Fleet Maintenance sites is determined METRO will meet and confer with the unions again to determine if a Lead Mechanic position will remain unfunded, or if one of the Mechanic I, II or III positions will be unfunded.

IV. FINANCIAL CONSIDERATIONS

For an internal candidate the approximate additional cost would be \$3,000 for one calendar year which can be accommodated within the current budget for the Fleet Maintenance department.

V. ATTACHMENTS

Attachment A: Proposed Side Agreement

Attachment B: Excerpts from METRO's Personnel Rules and Regulations

12.2

15. **INTERMITTENT APPOINTMENT** - A recurring appointment for a specified period of time to a classified or unclassified position. Said appointments shall be made from an Intermittent Employment Eligibility list.
16. **LAYOFF** - A reduction of the work force of the DISTRICT.
17. **NARCOTICS** - Narcotics shall include all drugs specified as narcotics in the California Uniform Controlled Substances Act, all drugs in the pharmacological classification of narcotics and all designer drugs or other substances determined to be illegal by California State law.
18. **NON-EXEMPT EMPLOYEES** - An employee who is entitled to overtime and other benefits specified under provisions established by the Fair Labor Standards Act.
19. **POSITION SPECIFICATION** - A job description for classified positions which includes examples of duties, qualifications, knowledge and abilities for said position.
20. **PROBATIONARY STATUS** - A status on which an employee is placed for a specified period of time immediately after appointment to a particular classified position. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's performance.
21. **PROMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a higher salary range than the one previously occupied by the employee. Promotion may occur as a result of an open recruitment or a closed promotional recruitment.
22. **PROPERTY** - Any equipment, vehicles, tools, supplies, materials, real estate, facilities, or other tangible or intangible thing, owned, leased or possessed by the DISTRICT.
23. **PROVISIONAL APPOINTMENT** - An appointment made to a classified position for a specified period of time longer than six months and less than two years.
24. **RECLASSIFICATION** - A determination by the District that there has been a change of duties, responsibilities, authority and/or employment requirements in a position classification in accordance with Section 6 of these Personnel Rules and Regulations.
25. **RECRUITMENT** - A personnel action taken by the appointing authority to obtain applicants for vacant classified positions.

- A. Open Recruitment - Those job opportunities available to employees and the public.
 - B. Closed Promotional Recruitment - Those job opportunities available to present employees occupying classifications in the District as designated by the appointing authority.
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- 26. **REGULAR EMPLOYEE** - An employee who has satisfactorily completed his/her probationary period in the classified position that he/she is occupying.
 - 27. **REINSTATEMENT** - The rehiring of an employee who was previously laid off because of the abolition of a position or work force reduction, into the position he/she held prior to layoff.
 - 28. **REPRIMAND** - A written notice issued for any minor disciplinary cause.
 - 29. **RESIGNATION** - The notification to the DISTRICT by an employee that he/she shall cease his/her employment with the DISTRICT.
 - 30. **SEPARATION** - The non-disciplinary departure of an employee from DISTRICT service.
 - 31. **SPECIAL EVALUATION STATUS** - Placement of an employee on a monthly evaluation schedule.
 - 32. **SUPERVISOR** - An employee who has supervisory duties listed in his/her job description and who is authorized by the appointing authority to direct and evaluate the work performance of one or more employees assigned to be supervised by him/her.
 - 33. **SUSPENSION** - A disciplinary action in which an employee is placed on a status wherein an employee is precluded from performing work activities for a specified period of time.
 - 34. **TEMPORARY APPOINTMENT** - Any appointment for a special or temporary purpose not to exceed six months. Temporary appointments may be made to classified positions, or unclassified positions.
 - 35. **TERMINATION** - The involuntary discharge of an employee from DISTRICT service for cause set forth in Section 30 of these Personnel Rules and Regulations or for failure to complete satisfactorily the probationary period.