

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF OCTOBER 28, 2011
9:00 AM



Mission Statement: "To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service."

**THE BOARD MEETING AGENDA PACKET CAN BE FOUND ONLINE AT
WWW.SCMTD.COM AND IS AVAILABLE FOR INSPECTION AT SANTA CRUZ METRO'S
ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, SANTA CRUZ, CA**

*Chair Ellen Pirie, County of Santa Cruz
Vice-Chair Lynn Robinson, City of Santa Cruz*

*Director Margarita Alejo, City of Watsonville
Director Hilary Bryant, City of Santa Cruz
Director Dean Bustichi, City of Scotts Valley
Director Daniel Dodge, City of Watsonville
Director Ron Graves, City of Capitola
Director Donald Hagen, County of Santa Cruz
Director Michelle Hinkle, County of Santa Cruz
Director John Leopold, County of Santa Cruz
Director Mark Stone, County of Santa Cruz
Ex-Officio Director Donna Blitzer, UC Santa Cruz*


*Leslie R. White, General Manager / Secretary of the Board
Margaret Gallagher, District Counsel*

**SANTA CRUZ CITY COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CALIFORNIA**

INTERPRETATION SERVICES / SERVICIOS DE TRADUCCIÓN

Spanish language translation is available on an as needed basis. Please make advance arrangements with Tony Tapiz, Administrative Services Coordinator at 831-426-6080. Traducción al español está disponible de forma según sea necesario. Por favor, hacer arreglos por adelantado con Tony Tapiz, Coordinador de Servicios Administrativos al numero 831-426-6080.

AMERICANS WITH DISABILITIES ACT

 *The City Council Chambers are located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the agenda and the agenda packet, should contact Tony Tapiz, Administrative Services Coordinator, at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.*

**AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF OCTOBER 28, 2011
PAGE 2 OF 5**

NOTE: The Board of Directors meeting will be interrupted briefly at 10:00 a.m. in order to hold the annual meeting of the Santa Cruz Civic Improvement Corporation

**CITY COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CA**

9:00 A.M.

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION

1.0 ROLL CALL

2.0 ORAL ANNOUNCEMENT: AMY WEISS WILL BE AVAILABLE FOR SPANISH LANGUAGE INTERPRETATION DURING "ORAL COMMUNICATIONS" AND FOR ANY OTHER AGENDA ITEM FOR WHICH THESE SERVICES ARE NEEDED. TODAY'S MEETING IS BEING BROADCAST BY COMMUNITY TELEVISION OF SANTA CRUZ.

3.0 ORAL AND WRITTEN COMMUNICATIONS

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Oral and Written Communications on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation, unless the Board Chair, at his or her discretion, permits further remarks to be made. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the Board Chair shall not be subject to the time limits contained in this section. When addressing the Committee, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

A. Bill Delaney

RE: Routing of Buses on 41st Ave. Northbound

4.0 LABOR ORGANIZATION COMMUNICATIONS

5.0 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one consensus motion. All items removed will be considered after the consensus motion. The Board Chair will allow public input prior to the approval of the Consent Agenda.

6-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JUNE 2011

Submitted by: Angela Aitken, Acting Asst. General Manager & Finance Manager

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF OCTOBER 28, 2011
PAGE 3 OF 5

- 6-2. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF JOYCE SMITH, CLAIM #11-0025, REJECT THE CLAIM OF AAA (SUBROGATING FOR CYNTHIA SAMMET, CLAIM #11-0024**
Submitted by: Margaret Gallagher, District Counsel
- 6-3. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JULY 2011**
Submitted by: April Warnock, Paratransit Superintendent
- 6-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF AUGUST 2011**
Submitted by: April Warnock, Paratransit Superintendent
- 6-5. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR JULY 2011**
Submitted by: Angela Aitken, Acting Asst. General Manager & Finance Manager
- 6-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR AUGUST 2011**
Submitted by: Angela Aitken, Acting Asst. General Manager & Finance Manager
- 6-7. ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR OCTOBER 2011**
Submitted by: Leslie R. White, General Manager
- 6-8. ACCEPT AND FILE STATUS REPORT OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES**
Submitted by: Leslie R. White, General Manager
- 6-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH GIRO, INC. TO THE HASTUS LICENSE AND AGREEMENT IN THE AMOUNT OF \$197,890 FOR APPROVED CUSTOMIZATIONS, ONSITE GO-LIVE SUPPORT VISITS, REMOTE SUPPORT SESSIONS, AND ANNUAL MAINTENANCE COVERING ALL OF 2012, AND PART OF 2013**
Submitted by: Frank L. Cheng, Project Manager / IT Manager
- 6-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR SUPPORT MAINTENANCE OF TRAPEZE PASS, PASS-CERT, PASS IVR (CALLBACKS), IVR (CANCEL/CONFIRM), AND VOICE GENIE MODULES IN THE AMOUNT OF \$18,448.00 WITH EXPIRATION DATE OF JUNE 30, 2012**
Submitted by: Frank L. Cheng, Project Manager / IT Manager
- 6-11. NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION**
Submitted by: Margaret Gallagher, District Counsel
- 6-12. ACCEPT AND FILE ACCESSIBLE SERVICES REPORT FOR MONTH OF JULY 2011**
Submitted by: John A. Daugherty, Accessible Services Coordinator

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF OCTOBER 28, 2011
PAGE 4 OF 5

- 6-13. CONSIDERATION OF AWARD OF CONTRACT with AAA FENCE COMPANY, INC. TO PROVIDE AND INSTALL WROUGHT IRON FENCING AT THE 425 FRONT STREET LOT FOR AN AMOUNT NOT TO EXCEED \$22,669**
Submitted by: Robert Cotter, Maintenance Manager

REGULAR AGENDA

- 7.0 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**
Presented by: Ellen Pirie, Chair
- 8.0 CONSIDERATION OF A RESOLUTION OF APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF DELORIS LAUTNER AS A RESERVATIONIST FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**
Presented by: Ellen Pirie, Chair
- 9.0 CONSIDERATION OF ADOPTING ANOTHER RESOLUTION AT THE REQUEST OF CALTRANS AUTHORIZING THE GENERAL MANAGER TO REQUEST A LETTER OF NO PREJUDICE (LONP) AND SIGN NECESSARY AGREEMENTS WITH THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) AND CALTRANS IN ORDER TO PROCEED WITH THE PURCHASE OF 11 NEW FIXED-ROUTE CNG-FUELED BUSES WITH LOCAL SALES TAX MATCHING FUNDS, IF NECESSARY, PRIOR TO CTC ALLOCATION OF STATE AND LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDING**
Presented by: Tove Beatty, Grants/ Legislative Analyst
- 10.0 CONSIDERATION OF AWARD TO CONTRACT FOR PURCHASE AND INSTALLATION OF INFRARED I.S. NATURAL GAS SENSORS AND LEL REMOTE CALIBRATION ADAPTOR KITS WITH COATS CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$64,750**
Presented by: Robert Cotter, Maintenance Manager
- 11.0 CONSIDERATION OF AWARD TO CONTRACT FOR RENOVATION OF PACIFIC STATION LANE 4 AWNING WITH COATS CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$96,705**
Presented by: Robert Cotter, Maintenance Manager
- 12.0 MONTHLY BUDGET STATUS REPORTS FOR JUNE 2011 AND APPROVAL OF BUDGET TRANSFERS**
Presented by: Angela Aitken, Acting Asst. General Manager & Finance Manager
- 13.0 CONSIDERATION OF INTERIM SERVICE INCREASES TO ADDRESS OVERLOADS AND SERVICE DELAYS EXPERIENCED SINCE IMPLEMENTATION OF SERVICE REDUCTION ON SEPTEMBER 15, 2011**
Presented by: Ciro Aguirre, Operations Manager
- 14.0 CONSIDERATION OF RESTORING FIXED ROUTE AND PARATRANSIT SERVICE POSITIONS NECESSARY TO MEET PASSENGER VOLUMES**
Presented by: Leslie White, General Manager

**AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF OCTOBER 28, 2011
PAGE 5 OF 5**

15.0 CONSIDERATION OF RESTORATION OF THE FUNDING FOR THE FOLLOWING POSITIONS FOR THE FISCAL YEAR 2012 BUDGET: ASSISTANT GENERAL MANAGER, ASSISTANT HUMAN RESOURCES MANAGER, PURCHASING ASSISTANT AND PARACRUZ CLERK III

Presented by: Leslie White, General Manager

16.0 CONSIDERATION OF EXECUTION OF A LETTER OF AGREEMENT TO EXTEND THE CURRENT EMPLOYMENT AGREEMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

Presented by: Ellen Pirie, Chair

17.0 ORAL ANNOUNCEMENT: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, NOVEMBER 18, 2011 AT 9:00 A.M. AT THE WATSONVILLE CITY COUNCIL CHAMBERS LOCATED AT 275 MAIN STREET, WATSONVILLE

Presented by: Ellen Pirie, Chair

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

19.0 ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – [EXISTING] LITIGATION

(Pursuant to Government Code Section 5495[6.9])

a. Existing Litigation: Zonia Waldon v. Santa Cruz Metro: Santa Cruz Superior Court Case No. 167503

b. Existing Litigation: Estate of Salvador Chipres and heirs of Salvador Chipres v. Santa Cruz Metro

c. Existing Litigation: Goodwill Industries/De La Garza v. Santa Cruz Metro

SECTION III: RECONVENE TO OPEN SESSION

20.0 REPORT OF CLOSED SESSION

21.0 ADJOURNMENT

ADJOURN TO THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, NOVEMBER 18, 2011 AT 9:00 A.M. AT THE WATSONVILLE CITY COUNCIL CHAMBERS LOCATED AT 275 MAIN STREET, SANTA CRUZ

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.

RECEIVED

2011 OCT 18 PM 2 44

SANTA CRUZ METRO
ADMIN DEPARTMENT

October 17, 2011

Les White
General Manager
Santa Cruz METRO
Administrative Offices
110 Vernon Street
Santa Cruz, CA 95060

Subject: Routing of Buses from Capitola Mall to northbound 41st Avenue

This is to request that METRO evaluate changing the route by which buses headed north on 41st Avenue reach that street from the station at the Capitola Mall.

Presently, buses departing the station at Capitola Mall travel directly north on that road to the intersection of Clares Street and 40th Avenue. That movement takes these buses past signal-protected exit lanes from the Mall onto 41st Avenue north about one block south of Clares Street.

The degree of difficulty for a bus to make a right turn into those exit lanes seems less severe than making the right turn at the intersection of Clares Street and 40th Avenue. It would seem to be the preferred route to exit the mall for that reason as well as the fact that the bus can easily move into the right lane in order to service a bus stop located between Clares Street and Auto Plaza Drive [across from Gross Road].

The present bus use of the intersection of Clares Street and 40th Avenue is most highly undesirable for several reasons:

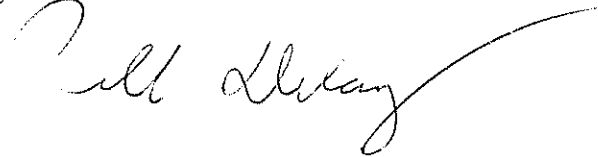
- This is perhaps the most congested intersection in the entire Mall area.
- The bus must make a most difficult right turn into the inside lane on Clares.
- That lane is regularly congested and the bus is often delayed a light cycle.
- The bus takes up the equivalent of about four vehicles increasing congestion.

If there is a bus stop inside the Mall north of the station, it would not seem to be a public hardship to require riders to walk south and board at the station.

If METRO could see its way to make this change in operations it would significantly improve vehicle flow in the mall area with related environmental benefits to all.

Thank you for considering this matter.

Bill Delaney
PO Box 595
Capitola CA 95010-0595

A handwritten signature in black ink that reads "Bill Delaney". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Cell: 831-454-6379

Email: william.delaney@gmail.com [preferred method of communication]

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39556	06/06/11	-229.03 M061		KAMEDA, TERRY	0	40190	JUNE 11 RET SUPP	-229.03	**VOID
39594	06/06/11	185.00 002069		A TOOL SHED, INC.		40294	EQUIP RENTAL/FAC	185.00	
39595	06/06/11	100.00 B030		ALEJO, MARGARITA	7	40298	5/13-5/27 BOD MTG	100.00	
39596	06/06/11	1,852.58 002607		ALS LABORATORY GROUP		40295	OIL SAMPLES/FL	1,852.58	
39597	06/06/11	312.86 002861		AMERICAN MESSAGING SVCS, LLC		40293	JUNE PAGERS	312.86	
39598	06/06/11	4,168.49 001D		AT&T		40309	4/19-5/18 PHONES	4,168.49	
39599	06/06/11	25.75 E271		BAUER, FRANK		40296	PT MGMT/OPERATION	25.75	
39600	06/06/11	100.00 B028		BRYANT, HILARY	7	40299	5/13-5/27 BOD MTG	100.00	
39601	06/06/11	96.53 002189		BUS & EQUIPMENT		40297	REV VEH PARTS/PT	96.53	
39602	06/06/11	100.00 B018		BUSTICHI, DENE	7	40300	5/13-5/27 BOD MTG	100.00	
39603	06/06/11	2,441.25 909		CLASSIC GRAPHICS		40311	OUT RPR #2234	2,441.25	
39604	06/06/11	29,967.42 001124		CLEAN ENERGY		40312	LNG 5/16/11	9,417.62	
						40381	LNG 5/19/11	10,442.69	
						40382	LNG 5/22/11	10,107.11	
39605	06/06/11	423.00 075		COAST PAPER & SUPPLY INC.		40314	CLEAN SUPPLY/FAC	16.43	
						40315	CLEAN SUPPLY/FAC	258.75	
						40383	CLEAN SUPPLY/FAC	147.82	
39606	06/06/11	20.88 002063		COSTCO		40310	5/13 BOD MTG	20.88	
39607	06/06/11	494.50 504		CUMMINS WEST, INC.		40313	REV VEH PARTS/FL	494.50	
39608	06/06/11	34.03 001000		DAIMLER BUSES N. AMERICA INC.		40316	REV VEH PARTS/FL	34.03	
39609	06/06/11	201.48 001138		DATALIED TECHNOLOGIES, INC		40384	REV VEH PARTS/FL	201.48	
39610	06/06/11	13,452.58 085		DIXON & SON TIRE, INC.		40317	MAY TIRES & TUBES/FL	3,282.87	
						40318	MAY TIRES & TUBES/FL	110.55	
						40319	MAY TIRES & TUBES/FL	111.70	
						40320	MAY TIRES & TUBES/FL	111.70	
						40321	MAY TIRES & TUBES/FL	405.42	
						40322	MAY TIRES & TUBES/FL	4,173.37	
						40323	MAY TIRES & TUBES/PT	865.60	
39611	06/06/11	100.00 B029		DODGE, DANIEL	7	40301	5/13-5/27 BOD MTG	100.00	
39612	06/06/11	2,756.00 432		EXPRESS EMPLOYMENT PROS		40324	TEMP/FAC W/E 5/15	900.00	
						40325	TEMP/FAC W/E 5/15	928.00	
						40326	TEMP/FAC W/E 5/15	928.00	
39613	06/06/11	792.09 117		GILLIG LLC		40328	REV VEH PARTS/FL	12.01	
						40329	REV VEH PARTS/FL	415.88	
						40330	REV VEH PARTS/FL	12.09	
						40331	REV VEH PARTS/FL	352.11	
39614	06/06/11	60.00 711		GLASS DOCTOR	7	40327	OUT RPR REV VEH/PT	60.00	
39615	06/06/11	100.00 B023		GRAVES, RON		40302	5/13-5/27 BOD MTG	100.00	
39616	06/06/11	100.00 B021		HAGEN, DONALD N.	7	40303	5/13-5/27 BOD MTG	100.00	
39617	06/06/11	50.00 B006		HINKLE, MICHELLE	7	40304	5/13 BOD MTG	50.00	
39618	06/06/11	112.86 166		HOSE SHOP, THE		40332	PARTS & SUPPLY/FL	30.34	
						40400	PARTS & SUPPLY/FL	41.92	
						40401	PARTS & SUPPLY/FL	40.60	
39619	06/06/11	769.70 167		KEYSTON BROTHERS	7	40333	OUT RPR REV VEH/PT	769.70	
39620	06/06/11	1,008.00 852		LAW OFFICES OF MARIE F. SANG	7	40334	WORK COMP FEE/PT	48.00	
						40335	WORK COMP FEE/FIN	176.00	
						40336	WORK COMP FEE/OPS	784.00	
39621	06/06/11	100.00 B026		LEOPOLD, JOHN	7	40305	5/13-5/27 BOD MTG	100.00	
39622	06/06/11	476.98 013		MCI SERVICE PARTS, INC.		40385	REV VEH PARTS/FL	230.54	
						40402	REV VEH PARTS/FL	246.44	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39623	06/06/11	001052	1,025.69	MID VALLEY SUPPLY		40346	CLEAN SUPPLY/FAC	1,025.69	
39624	06/06/11	041	751.75	MISSION UNIFORM		40338	UNIF & LAUNDRY/FAC	62.27	
						40339	UNIF & LAUNDRY/FAC	63.93	
						40340	UNIF & LAUNDRY/PT	33.41	
						40341	UNIF & LAUNDRY/FL	25.11	
						40342	UNIF & LAUNDRY/FL	178.23	
						40343	UNIF & LAUNDRY/FL	59.25	
						40344	UNIF & LAUNDRY/FL	59.25	
						40345	UNIF & LAUNDRY/FL	178.23	
						40386	UNIF & LAUNDRY/FL	92.07	
39625	06/06/11	E295	32.46	MOREAU, DAVID		40337	PT MGMT/OPERATION	32.46	
39626	06/06/11	001063	4,440.16	NEW FLYER INDUSTRIES LIMITED		40348	REV VEH PARTS/FL	356.16	
						40349	REV VEH PARTS/FL	352.15	
						40350	REV VEH PARTS/FL	64.93	
						40351	REV VEH PARTS/FL	94.03	
						40387	REV VEH PARTS/FL	3,572.89	
39627	06/06/11	004	494.46	NORTH BAY FORD LINC-MERCURY		40347	REV VEH PARTS/PT	494.46	
39628	06/06/11	872	1,250.00	PACIFIC MATERIAL HANDLING SOL.		40352	FORKLIFT TRAINING	1,250.00	
39629	06/06/11	043	437.25	PALACE ART & OFFICE SUPPLY		40354	OFFICE SUPPLY/FL	119.95	
						40355	OFFICE SUPPLY/MC	101.24	
						40356	OFFICE SUPPLY/MC	286.39	
						40357	CR OFFICE SUPPLY/MC	-70.33	
39630	06/06/11	950	887.00	PARADISE LANDSCAPE INC	0	40390	MAY MAINT	887.00	
39631	06/06/11	481	241.00	PIED PIPER EXTERMINATORS, INC.	0	40390	MAY PEST CTRL	241.00	
39632	06/06/11	B024	100.00	PIRIE, ELLEN	7	40306	5/13-5/27 BOD MTG	100.00	
39633	06/06/11	001221	1,000.00	PITNEY BOWES-RESERVE ACCOUNT		40389	POSTAGE/MC	1,000.00	
39634	06/06/11	002939	35,639.45	PREFERRED BENEFIT		40388	JUNE 11 DENTAL	35,639.45	
39635	06/06/11	001153	396.95	REPUBLIC ELEVATOR COMPANY		40391	MAY MAINT	396.95	
39636	06/06/11	001098	3,284.84	ROBERT HALF MANAGEMENT RESOURCE		40358	TEMP/ADM W/E 5/13	1,004.00	
						40392	TEMP/FIN W/E 5/13 Pa	1,040.00	
						40393	TEMP/FIN W/E 5/13 PA	1,240.84	
39637	06/06/11	B022	100.00	ROBINSON, LYNN MARIE	7	40307	5/13-5/27 BOD MTG	100.00	
39638	06/06/11	966	26,956.88	S.C. FUELS	0	40374	DIESEL 5/17/11	26,956.88	
39639	06/06/11	001286	503.87	SAFE-CARD ID SERVICES, INC		40359	FARGO FILM/RIBBON	503.87	
39640	06/06/11	018	1,826.75	SALINAS VALLEY FORD SALES		40365	REV VEH PARTS/FL	1,826.75	
39641	06/06/11	135	84.85	SANTA CRUZ AUTO PARTS, INC.		40361	REV VEH PARTS/FL	7.16	
						40362	REV VEH PARTS/FL	15.71	
						40363	PARTS & SUPPLY/FL	15.40	
						40364	REV VEH PARTS/FL	46.58	
39642	06/06/11	001292	300.00	SANTA CRUZ RECORDS MNGMT INC		40373	SHRED SERVICES	300.00	
39643	06/06/11	788	441.69	SCMTD PETTY CASH - FINANCE		40395	PETTY CASH/FIN	441.69	
39644	06/06/11	002924	750.00	SIEMENS INDUSTRY, INC.		40394	FIRE PANEL/OPS	750.00	
39645	06/06/11	115	17.40	SNAP-ON INDUSTRIAL		40360	SMALL TOOLS/FL	17.40	
39646	06/06/11	001232	1,383.61	SPECIALIZED AUTO AND		40366	OUT RPR REV VEH/PT	118.69	
						40367	OUT RPR REV VEH/PT	320.05	
						40368	OUT RPR REV VEH/PT	476.17	
						40369	OUT RPR REV VEH/PT	138.06	
						40370	OUT RPR REV VEH/PT	118.69	
						40371	OUT RPR REV VEH/PT	93.26	
						40372	OUT RPR REV VEH/PT	118.69	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39647	06/06/11	50.00 B017	50.00	STONE, MARK	7	40308	5/27 BOD MTG	50.00	
39648	06/06/11	129.91 001040	129.91	TERRYBERRY CO., LLC	7	40375	EMPLOY INCENTIVE	129.91	
39649	06/06/11	375.00 001165	375.00	THANH N. VU MD	7	40376	EMPLOY EXAM/OPS	75.00	
						40377	EMPLOY EXAM/OPS	75.00	
						40378	EMPLOY EXAM/OPS	75.00	
						40379	EMPLOY EXAM/OPS	75.00	
39650	06/06/11	49.82 007	49.82	UNITED PARCEL SERVICE		40403	EMPLOY EXAM/OPS	75.00	
39651	06/06/11	54.43 434B	54.43	VERIZON CALIFORNIA		40396	FRT OUT/FLT	49.82	
39652	06/06/11	1,682.60 001353	1,682.60	VISION COMMUNICATIONS		40397	MT. BIEWLASKI	54.43	
						40398	OUT RPR EQUIP/FL	87.60	
						40399	MAY SVCE	1,595.00	
39653	06/06/11	230.00 186	230.00	WILSON, GEORGE H., INC.		40380	HVAC RPR/PACIFIC	230.00	
39654	06/02/11	1,153.00 009	1,153.00	PACIFIC GAS & ELECTRIC		9001546	1122 RIVER ST	1,153.00	
39655	06/02/11	22.75 002945	22.75	SANTA CRUZ COMMUNITY		40404	PROF SVCS 5/31/11 PT	22.75	
39656	06/02/11	8,362.21 002953	8,362.21	EPICOR SOFTWARE CORP		40405	H & W/COLA UPDATE	2,682.50	
						40406	CONSULTING	46.25	
						40407	ANL MNT 7/1-6/30/12	5,633.46	
39657	06/03/11	4,000.00 002963	4,000.00	WELLS FARGO BANK		40408	CASH CHANGE FUND	4,000.00	
39658	06/06/11	229.03 M061	229.03	KAMEDA, TERRY		40190	JUNE 11 RET SUPP	229.03	
39659	06/13/11	1,050.00 001128	1,050.00	ALWAYS TOWING & RECOVERY, INC	0	40409	TOW #2301	1,050.00	
39660	06/13/11	3,940.69 059	3,940.69	BATTERIES USA, INC.		40469	REV VEH PARTS/FL	3,940.69	
39661	06/13/11	774.00 011	774.00	BEWLEYS CLEANING	7	40411	MAY JANITORIAL	774.00	
39662	06/13/11	103.41 002189	103.41	BUS & EQUIPMENT		40410	REV VEH PARTS/PT	103.41	
39663	06/13/11	5,506.87 001346	5,506.87	CITY OF SANTA CRUZ		40497	MAY LANDFILL	106.81	
						40498	BUS STOP IMP	32.06	
						40518	425 FRONT THRU 3/31	2,728.00	
						40519	425 FRONT THRU 4/30	2,640.00	
39664	06/13/11	1,050.00 002109	1,050.00	CITY OF SANTA CRUZ/PARKING		40414	7/11-12/11 PARKING	1,050.00	
39665	06/13/11	30,313.80 001124	30,313.80	CLEAN ENERGY		40470	LNG 5/7/11	10,555.99	
						40471	LNG 5/28/11	10,520.38	
						40499	LNG 5/25/11	9,237.43	
39666	06/13/11	11,631.13 504	11,631.13	CUMMINS WEST, INC.		40412	ENG RPR/FL	7,951.51	
39667	06/13/11	21,722.49 085	21,722.49	DIXON & SON TIRE, INC.		40413	REV VEH PARTS/FL	3,679.62	
						40417	MAY TIRES & TUBES/FL	105.05	
						40418	MAY TIRES & TUBES/FL	719.15	
						40419	MAY TIRES & TUBES/FL	769.13	
						40420	MAY TIRES & TUBES/FL	2,768.94	
						40421	MAY TIRES & TUBES/FL	577.06	
						40422	MAY TIRES & TUBES/FL	1,200.44	
						40423	MAY TIRES & TUBES/PT	18.00	
						40424	MAY TIRES & TUBES/PT	18.00	
						40500	MAY TIRES & TUBES/FL	216.75	
						40501	MAY TIRES & TUBES/FL	503.02	
						40502	MAY TIRES & TUBES/FL	1,038.81	
						40503	MAY TIRES & TUBES/FL	1,025.50	
						40504	MAY TIRES & TUBES/FL	2,782.25	
						40505	MAY TIRES & TUBES/FL	5,746.74	
						40506	MAY TIRES & TUBES/FL	1,641.44	
						40507	MAY TIRES & TUBES/FL	2,482.13	
						40508	MAY TIRES & TUBES/FL	110.08	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39668	06/13/11	001329	159.87	DOC AUTO LLC		40415	OUT RPR REV VEH/PT	71.57	
39669	06/13/11	002959	206.25	DURO-LAST ROOFING, INC.		40416	OUT RPR REV VEH/PT	88.30	
39670	06/13/11	002937	437.50	ERGOVERA	7	40472	ROOF SURVEY/METRO	206.25	
39671	06/13/11	00432	3,206.00	EXPRESS EMPLOYMENT PROS		40429	PROF SVCS/HR	437.50	
39672	06/13/11	002955	1,306.33	FEENEY WIRELESS, LLC	7	40425	TEMP/FAC W/E 5/22	928.00	
39673	06/13/11	002965	644.87	FRANCHISE TAX BOARD		40426	TEMP/FAC W/E 5/22	928.00	
39674	06/13/11	00117	2,434.49	GILLIG LLC		40427	TEMP/FAC W/E 5/22	900.00	
39675	06/13/11	00282	273.58	GRAINGER		40428	TEMP/FAC W/E 5/22	450.00	
39676	06/13/11	001097	337.73	GREENWASTE RECOVERY, INC.		40430	WIRELESS DEVICES/OPS	1,306.33	
39677	06/13/11	001745	13,046.63	HARTFORD LIFE AND ACCIDENT INS		40512	CYNTHIA THOMAS	644.87	
39678	06/13/11	001209	635.16	IKON FINANCIAL SERVICES		40433	REV VEH PARTS/FL	1,593.97	
39679	06/13/11	0039	678.31	KINKO'S INC.		40473	REV VEH PARTS/FL	840.52	
39680	06/13/11	00852	784.00	LAW OFFICES OF MARIE F. SANG	7	40431	RPRS & MAINT/FAC	242.14	
39681	06/13/11	00880	50.00	LEXISNEXIS		40432	RPRS & MAINT/FAC	31.44	
39682	06/13/11	001296	575.08	MATTHEW BENDER & CO., INC.		40509	MAY GARB/SVTC	230.01	
39683	06/13/11	00764	650.00	MERCURY METALS		40511	MAY GARB/MT. HERMON	89.70	
39684	06/13/11	0041	297.72	MISSION UNIFORM		40474	JUNE 11 LTD	9,534.69	
39685	06/13/11	001063	8,207.26	NEW FLYER INDUSTRIES LIMITED		40475	JUNE 11 LIFE & AD&D	3,511.94	
39686	06/13/11	004	3,984.74	NORTH BAY FORD LINC-MERCURY		40434	5/18-6/17 LS/OPS	260.00	
39687	06/13/11	009	15,348.04	PACIFIC GAS & ELECTRIC		40435	MAINT/OPS	375.16	
39688	06/13/11	0023	464.68	PACIFIC TRUCK PARTS, INC.		40436	6/19-9/14/11 HEADWYS	678.31	
39689	06/13/11	0043	359.59	PALACE ART & OFFICE SUPPLY		40437	WORK COMP FEE/OPS	288.00	
39690	06/13/11	00481	403.00	PIED PIPER EXTERMINATORS, INC.		40438	WORK COMP FEE/PT	496.00	
						40476	MAY ACCESS CHARGES	50.00	
						40439	CA EMPLOY LAW #43	575.08	
						40440	OUT RPR REV VEH/PT	650.00	
						40441	UNIF & LAUNDRY/FAC	62.27	
						40442	UNIF & LAUNDRY/FL	176.20	
						40443	UNIF & LAUNDRY/FL	59.25	
						40445	REV VEH PARTS/FL	222.36	
						40446	REV VEH PARTS/FL	2,598.35	
						40477	REV VEH PARTS/FL	538.53	
						40513	REV VEH PARTS/FL	2,213.18	
						40514	REV VEH PARTS/FL	2,634.84	
						40444	OUT RPR REV VEH/PT	169.88	
						40478	OUT RPR NON REV/FL	3,814.86	
						40479	4/29-5/26 1122 RVR	76.84	
						40480	4/28-5/26 115 DUB	57.33	
						40481	4/28-5/26 115 DUB	8.51	
						40482	4/28-5/26 MMF	6,732.30	
						40483	4/28-5/26 1217 RVR	56.36	
						40484	4/28-5/26 VERNON	5,444.79	
						40485	4/29-5/26 1200 RVR	1,179.72	
						40486	4/28-5/26 115 DUB	13.95	
						40487	4/30-5/26 1122 RVR	1,778.24	
						40457	REV VEH PARTS/FL	464.68	
						40452	OFFICE SUPPLY/PT	359.59	
						40447	MAY PEST CTRL	70.00	
						40448	MAY PEST CTRL	48.50	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39691	06/13/11	107A	628.90	PROBUILD		40449	MAY PEST CTRL	183.00	
						40450	MAY PEST CTRL	48.50	
						40451	MAY PEST CTRL	53.00	
						40453	SMALL TOOLS/FAC	48.17	
						40454	PARTS & SUPPLY/FL	4.71	
						40455	RPRS & MAINT/FAC	95.57	
						40456	RPRS & MAINT/FAC	10.31	
						40488	BUS STOP IMP	54.04	
						40489	BUS STOP IMP	71.25	
						40490	BUS STOP IMP	69.92	
						40491	BUS STOP IMP	35.89	
						40492	BUS STOP IMP	239.04	
						40458	OUT RPR REV VEH/PT	2,414.83	
39692	06/13/11	002094	2,414.83	RICON CORPORATION		40515	TEMP/FIN W/E 5/20 Pa	1,040.00	
39693	06/13/11	001098	2,258.00	ROBERT HALF MANAGEMENT RESOURCE		40516	TEMP/FIN W/E 5/20 PA	1,218.00	
39694	06/13/11	018	5,100.02	SALINAS VALLEY FORD SALES		40493	REV VEH PARTS/FL	76.74	
						40494	REV VEH PARTS/FL	4,997.70	
						40495	REV VEH PARTS/FL	25.58	
39695	06/13/11	079	371.10	SANTA CRUZ MUNICIPAL UTILITIES		40459	3/18-5/18 RES PARK	371.10	
39696	06/13/11	001232	1,733.72	SPECIALIZED AUTO AND		40460	OUT RPR REV VEH/PT	93.26	
						40461	OUT RPR REV VEH/PT	1,547.20	
39697	06/13/11	R604	1,934.59	THOMAS, CYNTHIA	7	40517	SIDE AGREEMENT	1,934.59	
39698	06/13/11	007	26.75	UNITED PARCEL SERVICE		40463	FRT OUT/FLT	26.75	
39699	06/13/11	002829	1,048.33	VALLEY POWER SYSTEMS, INC.		40464	REV VEH PARTS/FL	1,048.33	
39700	06/13/11	221	1,484.16	VEHICLE MAINTENANCE PROGRAM		40496	REV VEH PARTS/FL	1,484.16	
39701	06/13/11	186	1,827.05	WILSON, GEORGE H., INC.		40465	APR HVAC/METRO	206.59	
						40466	APR HVAC/SVTC	130.00	
						40467	APR HVAC/MMF	435.00	
39702	06/20/11	001264	34,218.89	ANDREWS INTERNATIONAL INC		40468	APR HVAC/VERNON	1,055.46	
39703	06/20/11	001G	491.63	AT&T		40520	4/25-5/29 SECURITY	34,218.89	
39704	06/20/11	001365	6,155.00	BORTNICK, ROBERT S. & ASSOC.	7	40630	OPS PHONE	101.45	
39705	06/20/11	001844	5,964.01	BRINKS INCORPORATED		40631	REPEATER/OPS	84.83	
39706	06/20/11	001324	5,000.00	CAPITALEGE ADVOCACY, LLC		40632	REPEATER/OPS	305.35	
39707	06/20/11	130	1,116.03	CITY OF WATSONVILLE UTILITIES		40521	PROF SVCS/RISK	1,155.00	
						40522	4/6-6/7 ADA CALL STP	5,000.00	
						40569	MAY 1200B SERVICE	2,160.76	
						40570	MAY 1200B SERVICE	3,803.25	
						40571	JUN 11 FED LEG SVCS	5,000.00	
						40578	4/26-5/25 WTC	34.67	
						40579	4/26-5/25 WTC	21.06	
						40580	CONTAINER/WTC	793.96	
39708	06/20/11	001124	27,524.20	CLEAN ENERGY		40581	4/26-5/25 WTC	222.68	
39709	06/20/11	002063	47.26	COSTCO		40582	5/2-6/1 WTC	43.66	
39710	06/20/11	480	1,719.15	DIESEL MARINE ELECTRIC, INC.		40573	LNG 6/1/11	8,740.62	
						40574	LNG 6/4/11	10,630.42	
						40633	LNG 6/7/11	8,153.16	
						40572	5/27 BOD MTG	21.08	
						40608	6/10 BOD MTG	26.18	
						40523	REV VEH PARTS/FL	1,719.15	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39711	06/20/11	8,003.48 002624	DIGITAL RECORDERS		40527	REV VEH PARTS/FL	8,003.48		
39712	06/20/11	1,480.26 001329	DOC AUTO LLC		40524	OUT RPR REV VEH/PT	607.59		
					40525	OUT RPR REV VEH/PT	81.75		
					40526	OUT RPR REV VEH/PT	35.00		
					40576	OUT RPR REV VEH/PT	523.28		
					40577	OUT RPR REV VEH/PT	35.00		
					40646	OUT RPR REV VEH/PT	120.57		
					40647	OUT RPR REV VEH/PT	77.07		
39713	06/20/11	587.50 002388	DOGHERRA'S		40575	OUT RPR REV VEH/PT	55.00		
					40634	FORKLIFT TOM	477.50		
					40648	OUT RPR REV VEH/PT	55.00		
39714	06/20/11	500.00 002862	ECOLOGICAL CONCERNS INC.		40609	WATER DRAIN/MAY MB	500.00		
39715	06/20/11	3,656.00 432	EXPRESS EMPLOYMENT PROS		40528	TEMP/CUST W/E 5/29	900.00		
					40529	TEMP/CUST W/E 5/29	900.00		
					40530	TEMP/FAC W/E 5/29	928.00		
					40531	TEMP/FAC W/E 5/29	928.00		
39716	06/20/11	150.00 002295	FIRST ALARM		40583	MAY 11 DISPATCH/PT	150.00		
39717	06/20/11	25.00 T213	FOHZ, LIZ		40584	SCHOOL FIELD TRIP	25.00		
39718	06/20/11	6,452.09 001158	FRICKE PARKS PRESS INC		40622	SUMMER 2011 HEADWAYS	6,452.09		
39719	06/20/11	214.00 001302	GARDA CL WEST, INC.		40587	JUNE ARMORED CAR SVC	214.00		
39720	06/20/11	2,267.42 282	GRAINGER		40532	RPRS & MAINT/FAC	5.29		
					40533	RPRS/SAFETY/FAC	1,587.14		
					40534	RPRS & MAINT/FAC	118.00		
					40535	RPRS & MAINT/FAC	39.42		
					40536	RPRS & MAINT/FAC	125.75		
					40537	RPRS & MAINT/FAC	62.42		
					40538	RPRS & MAINT/FAC	192.90		
					40539	RPRS & MAINT/FAC	5.29		
					40540	RPRS & MAINT/FAC	5.29		
					40541	RPRS & MAINT/FAC	5.29		
					40585	RPRS & MAINT/FAC	120.63		
39721	06/20/11	216.81 001097	GREENWASTE RECOVERY, INC.		40586	MAY GARB/RES PARK	216.81		
39722	06/20/11	409.26 001209	IKON FINANCIAL SERVICES		40542	5/18-6/17/PT	409.26		
39723	06/20/11	194.68 215	IKON OFFICE SOLUTIONS		40610	4/19-5/18 BK MNT/ADM	194.68		
39724	06/20/11	3,470.85 002117	IULIANO		40588	115 DUBOIS RENT	3,470.85		
39725	06/20/11	2,905.16 110	JESSICA GROCERY STORE, INC.		40611	CUSTODIAL SERVICES	2,905.16		
39726	06/20/11	160.75 036	KELLY-MOORE PAINT CO., INC.		40543	RPRS & MAINT/FAC	160.75		
39727	06/20/11	157.48 074	KENVILLE LOCKSMITHS		40544	RPRS & MAINT/FAC	27.48		
					40635	RPRS & MAINT/FAC	130.00		
39728	06/20/11	262.46 001233	KIMBALL MIDWEST		40130	CR PARTS & SUPPLY/FL	-1,062.17		
					40202	PARTS & SUPPLY/FL	140.29		
					40203	PARTS & SUPPLY/FL	94.49		
					40545	REV VEH PARTS/FL	1,089.85		
39729	06/20/11	2,176.00 852	LAW OFFICES OF MARIE F. SANG		40589	WORK COMP FEE/OPS	160.00		
					40590	WORK COMP FEE/OPS	464.00		
					40591	WORK COMP FEE/FL	1,552.00		
39730	06/20/11	1,216.25 002967	M.P. RADOCY		40625	ARBITRATION	1,216.25		
39731	06/20/11	1,710.38 001119	MACERICH PARTNERSHIP LP		40593	CAPITOLA MALL RENT	1,710.38		
39732	06/20/11	260.95 001342	MCW ASSOCIATES, INC.		40592	MAY 11 OUT RPR/PT	260.95		
39733	06/20/11	619.91 041	MISSION UNIFORM		40626	UNIF & LAUNDRY/FAC	51.15		

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39734	06/20/11	5,109.26	002951	MOORE & ASSOCIATES, INC.		40627	UNIF & LAUNDRY/PT	34.53	
39735	06/20/11	507.33	E520	MUNIZ, ARTHUR		40628	UNIF & LAUNDRY/FL	178.90	
39736	06/20/11	16.30	001063	NEW FLYER INDUSTRIES LIMITED		40629	UNIF & LAUNDRY/FL	59.25	
39737	06/20/11	2,035.29	002721	NEXTEL COMMUNICATIONS		40636	UNIF & LAUNDRY/FAC	29.30	
39738	06/20/11	14,842.00	001176	NORTHSTAR, INC.		40637	UNIF & LAUNDRY/FL	31.33	
39739	06/20/11	3,692.24	002940	OJO TECHNOLOGY, INC.		40638	UNIF & LAUNDRY/FL	59.25	
39740	06/20/11	14,730.62	002952	OLYMPIAN	7	40639	UNIF & LAUNDRY/FL	176.20	
39741	06/20/11	90.00	E064	OROZCO, RICHARD		40547	WATS TRANSIT PLAN ST	5,109.26	
39742	06/20/11	2,527.56	009	PACIFIC GAS & ELECTRIC		40546	MED PREM DED	507.33	
39743	06/20/11	365.50	043	PALACE ART & OFFICE SUPPLY		40550	REV VEH PARTS/FL	16.30	
39744	06/20/11	100.74	882	PRINT SHOP SANTA CRUZ		40549	TVM WIRELESS	90.18	
39745	06/20/11	4,065.20	001098	ROBERT HALF MANAGEMENT RESOURCE	7	40594	5/4-6/3/PT	1,945.11	
39746	06/20/11	26,852.04	966	S.C. FUELS	0	40548	MAY MAINT	14,842.00	
39747	06/20/11	564.20	135	SANTA CRUZ AUTO PARTS, INC.		40553	PROP 1B CTSGP 100%	3,692.24	
39748	06/20/11	114.56	848	SANTA CRUZ ELECTRONICS, INC.		40595	PROPANE/FLT	29.34	
39749	06/20/11	44,675.52	002917	SANTA CRUZ METRO TRANSIT DIST		40596	5/16-5/31 FUEL/FLT	3,236.53	
39750	06/20/11	13,783.36	977	SANTA CRUZ TRANSPORTATION, LLC	7	40597	PROPANE/FLT	42.92	
39751	06/20/11	12,461.74	001075	SOQUEL III ASSOCIATES	7	40598	PROPANE/FLT	21.28	
39752	06/20/11	710.69	001800	THERMO KING OF SALINAS, INC		40551	CDL FEE/OPS	5.00	
39753	06/20/11	13,277.29	057	U.S. BANK		40552	PHYS EXAM/OPS	85.00	
						40554	5/3-6/1 PACIFIC	2,441.84	
						40640	5/27-6/4 115 DUBOIS	85.72	
						40623	OFFICE SUPPLY/MC	249.65	
						40624	OFFICE SUPPLY/FL	115.85	
						40555	PARTS & SUPPLY/FL	100.74	
						40600	TEMP/FIN W/E 5/27 PA	1,218.00	
						40601	TEMP/FIN W/E 5/27 Pa	1,040.00	
						40602	TEMP/ADM W/E 5/20	1,004.00	
						40603	TEMP/ADM W/E 5/27	803.20	
						40561	DIESEL 5/31/11	26,852.04	
						40556	REV VEH PARTS/FL	58.32	
						40557	REV VEH SAFETY/FL	139.94	
						40558	REV VEH PARTS/FL	39.22	
						40559	REV VEH PARTS/FL	24.09	
						40560	REV VEH PARTS/FL	84.86	
						40605	REV VEH PARTS/PT	64.87	
						40606	REV VEH PARTS/PT	76.30	
						40649	REV VEH VEH/PT	74.42	
						40650	REV VEH PARTS/PT	2.18	
						40641	CONNECTORS/IT	18.75	
						40642	NETGEAR 5PORT SWITCH	95.81	
						40604	5/14-5/27 WC FUND	44,675.52	
						40562	MAY 11 PT SVCS	13,783.36	
						40607	RESEARCH PARTS RENT	12,461.74	
						40563	REV VEH PARTS/FL	710.69	
						40612	4246044555645971	58.59	
						40613	4246044555645971	247.00	
						40614	4246044555645971	12,841.52	
						40643	4246044555645971	80.64	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39754	06/20/11	194.55 007	UNITED PARCEL SERVICE		40644	4246044555645971	FRT OUT/FLT	49.54	
39755	06/20/11	10.96 946	UNITED SITE SERVICES		40565		5/25-6/21 RENTAL	194.55	
39756	06/20/11	1,753.63 002829	VALLEY POWER SYSTEMS, INC.		40564		REV VEH PARTS/FL	10.96	
					40615		REV VEH PARTS/FL	13.53	
					40616		REV VEH PARTS/FL	1,068.40	
					40617		REV VEH PARTS/FL	463.62	
					40645		REV VEH PARTS/FL	208.08	
39757	06/20/11	9,678.63 001083	WATSONVILLE TRANSPORTATION, INC		40566		MAY 11 PT SVCS	9,678.63	
39758	06/20/11	70.00 682	WEISS, AMY L.		40618		5/27 BOD MTG	70.00	
39759	06/20/11	323.19 436	WEST PAYMENT CENTER	7	40621		MAY INFO CHARGES	323.19	
39760	06/20/11	242.01 147	ZEE MEDICAL SERVICE CO.		40567		SAFETY SUPPLY/PT	15.75	
					40568		SAFETY SUPPLY/FAC	58.45	
					40619		SAFETY SUPPLY/PT	114.43	
					40620		SAFETY SUPPLY/FAC	53.38	
39761	06/21/11	46,716.38 002887	WEST BAY BUILDERS, INC.		40652		FINAL PAYMENT	46,716.38	
39762	06/21/11	22,850.00 002969	WEST BAY BUILDERS AND		40651		FINAL RESOLUTION	22,850.00	
39763	06/27/11	440.91 020	ADT SECURITY SERVICES INC.		40653		JULY ALARMS	71.74	
					40654		JULY ALARMS	47.53	
					40655		JULY ALARMS	68.89	
					40656		JULY ALARMS	51.94	
					40657		JULY ALARMS	93.24	
					40658		JULY ALARMS	107.57	
39764	06/27/11	202.00 001093	ALERE TOXICOLOGY SERVICES, INC		40739		PRO SERVICE/ HR	202.00	
39765	06/27/11	133.30 002828	ALLIED ELECTRONICS		40694		OFFICE SUPPLIES	133.30	
39766	06/27/11	23.84 002689	B & B SMALL ENGINE		40659		RPRS-MAINTANCE	23.84	
39767	06/27/11	67.55 M033	BAILEY, NEIL	0	40673		JULY 11 RET SUPP	67.55	
39768	06/27/11	14,357.74 664	BAY COUNTIES PITCOCK PETROLEUM		40660		LUBE/FLT	14,357.74	
39769	06/27/11	32.85 001112	BRINKS AWARDS & SIGNS	7	40695		NAME PLATE	32.85	
39770	06/27/11	529.03 002189	BUS & EQUIPMENT		40661		REV VEH PART/PT	27.84	
					40662		REV VEH PT/ PT	473.35	
					40740		REV VEH PARTS	27.84	
39771	06/27/11	542,496.12 502	CA PUBLIC EMPLOYEES'		40729		JULY 11 MEDICAL	542,496.12	
39772	06/27/11	67.55 M022	CAPELLA, KATHLEEN	0	40686		JULY 11 RET SUPP	67.55	
39773	06/27/11	101.48 E312	CHENG, FRANK		40741		3/26-4/25 VERIZON	60.07	
39774	06/27/11	14,043.49 833	CITRIX SYSTEMS INC.		40742		4/26-5/25 VERIZON	41.41	
39775	06/27/11	18,136.74 001124	CLEAN ENERGY		40743		ANNUAL MAINT. RENEW	14,043.49	
					40732		LNG 6/10/11	10,127.20	
					40733		LNG 6/13/11	8,009.54	
39776	06/27/11	33.78 M039	DAVILA, ANA MARIA	0	40674		JULY 11 RET SUPP	33.78	
39777	06/27/11	8,714.78 002946	DAY WIRELESS SYSTEMS		40697		MACHINERY & EQUIP	8,714.78	
39778	06/27/11	5,094.50 900	DEPARTMENT OF TOXIC SUBSTANCE		40696		EPA FEE 2010	5,094.50	
39779	06/27/11	872.29 085	DIXON & SON TIRE, INC.		40663		TIRE TIRES & TUBES/PT	295.23	
					40762		TIRE 7 TUBE JUNE/PT	577.06	
39780	06/27/11	500.00 916	DOCTORS ON DUTY MEDICAL CLINIC .		40744		EMPLOYEE EXAM	30.00	
					40745		EMPLOYEE EXAM	20.00	
					40746		EMPLOYEE EXAM	30.00	
					40747		EMPLOYEE EXAM	20.00	
					40748		EMPLOYEE EXAM	35.00	
					40749		EMPLOYEE EXAM	30.00	
					40750		EMPLOYEE EXAM	30.00	

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK VENDOR	VENDOR	VENDOR	TRANS.	TRANSACTION	TRANSACTION	TRANSACTION
		AMOUNT	NAME	NAME	TYPE	NUMBER	DESCRIPTION	DESCRIPTION	AMOUNT
39781	06/27/11	91.00	002388	DOGHERRA'S	7	40761	OUTSIDE RPR REV VEH	EMPLOYEE EXAM	35.00
39782	06/27/11	2,081.25	002953	EPICOR SOFTWARE CORP		40669	COLA UPDATE	EMPLOYEE EXAM	30.00
39783	06/27/11	3,474.50	432	EXPRESS EMPLOYMENT PROS		40670	CORE IMPLEMENT	EMPLOYEE EXAM	30.00
39784	06/27/11	72.46	959	FIRST ADVANTAGE CORPORATION		40665	TEMP/FAC W/E 6/5	EMPLOYEE EXAM	30.00
39785	06/27/11	704.13	002962	FIS		40666	TEMP/FAC W/E 6/5	EMPLOYEE EXAM	30.00
39786	06/27/11	33.78	M040	GARBEZ, LINDA	0	40668	TEMP/FAC W/E 6/5	EMPLOYEE EXAM	30.00
39787	06/27/11	33.78	M100	GARCIA, HELEN	0	40764	EMPLOYEE EXAM/HR	EMPLOYEE EXAM	35.00
39788	06/27/11	263,382.60	002123	GIRO, INC.		40698	MAY MERCHANT FEES	EMPLOYEE EXAM	20.00
39789	06/27/11	67.55	M041	GOUVEIA, ROBERT	0	40699	APRIL MERCHANT FEES	EMPLOYEE EXAM	30.00
39790	06/27/11	8,043.96	001323	GOVDELIVERY, INC.		40675	JULY 11 RET SUPP	EMPLOYEE EXAM	91.00
39791	06/27/11	87.87	M081	HALL, JAMES	0	40676	JULY 11 RET SUPP	EMPLOYEE EXAM	740.00
39792	06/27/11	14,988.00	001035	HARRIS & ASSOCIATES		40700	LICENSE FEES	EMPLOYEE EXAM	1,341.25
39793	06/27/11	13,533.00	001745	HARTFORD LIFE AND ACCIDENT INS		40765	HASTUS AMEND #4	EMPLOYEE EXAM	900.00
39794	06/27/11	44.69	510A	HASLER, INC.		40766	HASTUS AMEND #2	EMPLOYEE EXAM	675.00
39795	06/27/11	119.71	166	HOSE SHOP, THE		40677	JULY 11 RET SUPP	EMPLOYEE EXAM	928.00
39796	06/27/11	229.03	M061	KAMEDA, TERRY	0	40678	JULY 11 RET SUPP	EMPLOYEE EXAM	971.50
39797	06/27/11	1,792.74	764	MERCURY METALS		40767	PROF SERV THRU 1/31	EMPLOYEE EXAM	72.46
39798	06/27/11	2,073.87	001052	MID VALLEY SUPPLY		40730	JULY 11 LTD	EMPLOYEE EXAM	679.83
						40731	JULY 11 LIFE & AD&D	EMPLOYEE EXAM	24.30
						40702	EQUIP RENTAL	EMPLOYEE EXAM	33.78
						40701	PART & SUPP	EMPLOYEE EXAM	33.78
						40687	JULY 11 RET SUPP	EMPLOYEE EXAM	173,185.20
						40703	OUT RPR REV VEH	EMPLOYEE EXAM	40,140.00
						40769	CLEANING SUPPLY	EMPLOYEE EXAM	50,057.40
						40770	CLEANING SUPPLY	EMPLOYEE EXAM	67.55
						40771	CLEANING SUPPLY	EMPLOYEE EXAM	8,043.96
						40772	CLEANING SUPPLY	EMPLOYEE EXAM	87.87
						40773	CLEANING SUPPLY	EMPLOYEE EXAM	14,988.00
						40734	UNIFORM-LAUNDRY/FAC	EMPLOYEE EXAM	10,024.61
						40735	UNIF-LAUNDRY/FL	EMPLOYEE EXAM	3,508.39
						40736	UNIF-LAUNDRY/FAC	EMPLOYEE EXAM	44.69
						40737	UNIF-LAUNDRY/FFL	EMPLOYEE EXAM	119.71
						40738	UNIFORM & LAUNDRY	EMPLOYEE EXAM	229.03
						40671	OUT RPR REV VEH/PT	EMPLOYEE EXAM	229.03
						40672	OUT RPR REV VEH/PT	EMPLOYEE EXAM	1,792.74
						40774	OUTSIDE RPR-REV VEH	EMPLOYEE EXAM	1,598.80
						40675	REV VEH PARTS/FL	EMPLOYEE EXAM	80.87
						40775	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40776	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40777	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40778	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40779	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40780	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40781	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40782	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40783	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40784	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40785	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40786	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40787	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40788	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40789	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40790	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40791	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40792	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40793	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40794	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40795	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40796	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40797	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40798	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40799	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40800	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40801	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40802	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40803	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40804	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40805	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40806	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40807	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40808	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40809	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40810	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40811	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40812	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40813	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40814	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40815	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40816	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40817	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40818	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40819	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40820	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40821	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40822	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40823	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40824	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40825	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40826	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40827	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40828	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40829	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40830	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40831	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40832	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40833	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40834	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40835	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40836	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40837	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40838	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40839	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40840	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40841	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40842	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40843	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40844	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40845	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40846	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40847	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40848	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40849	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40850	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40851	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40852	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40853	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40854	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40855	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40856	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40857	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40858	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40859	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40860	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40861	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40862	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40863	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40864	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40865	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40866	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40867	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40868	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40869	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40870	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40871	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40872	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40
						40873	REV VEH PARTS/FL	EMPLOYEE EXAM	131.40

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK VENDOR NAME	CHECK AMOUNT	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
39801	06/27/11	1,081.39 001176	NORTHSTAR, INC.	1,081.39	0	40704	EQUIP RPR	1,081.39	
39802	06/27/11	33.78 M050	O'MARA, KATHLEEN	33.78	0	40680	JULY 11 RET SUPP	33.78	
39803	06/27/11	3,808.15 009	PACIFIC GAS & ELECTRIC	2,642.22		40705	4/27-6/8 SVTC	2,642.22	
						40706	5/7-6/8 SVTC	15.23	
						40707	05/12-06/10 RES PARK	1,150.70	
39804	06/27/11	252.22 M057	PARHAM, WALLACE	252.22	0	40688	JULY 11 RET SUPP	252.22	
39805	06/27/11	33.78 M109	PEREZ, CHERYL	33.78	0	40681	JULY 11 RET SUPP	33.78	
39806	06/27/11	177.45 M064	PETERS, TERRIE	177.45	0	40689	JULY 11 RET SUPP	177.45	
39807	06/27/11	33.78 M070	PICARELLA, FRANCIS	33.78	0	40690	JULY 11 RET SUPP	33.78	
39808	06/27/11	311.00 481	PIED PIPER EXTERMINATORS, INC.	241.00		40778	JUNE PEST CONTROL	241.00	
						40779	JUNE PEST CONTROL	70.00	
39809	06/27/11	252.22 M058	POTEETE, BEVERLY	252.22	0	40691	JULY 11 RET SUPP	252.22	
39810	06/27/11	1,091.20 107A	PROBUILD	4.23		40708	REPS & NAINT	4.23	
						40709	RPRS & MAINT	7.94	
						40710	BUS STOP IMP	22.01	
						40711	BUS STOP IMP	216.44	
						40712	BUS STOP IMP	189.98	
						40713	BUS STOOP IMP	32.63	
						40714	BUS STOP IMP	163.59	
						40715	BUS STOP IMP	28.43	
						40716	BUS STOP IMP	177.74	
						40717	RPRS & MAINT	62.49	
						40776	BUS STOP IMP	18.63	
						40777	RPRS & MAINT.	167.09	
39811	06/27/11	67.55 M085	ROSSI, DENISE	67.55	0	40682	JULY 11 RET SUPP	67.55	
39812	06/27/11	33.78 M030	ROWE, RUBY	33.78		40683	JULY 11 RET SUPP	33.78	
39813	06/27/11	21,451.66 002917	SANTA CRUZ METRO TRANSIT DIST	21,451.66		40780	6/17 W/C FUND RESERV	21,451.66	
39814	06/27/11	192.96 122	SCMTD PETTY CASH - OPS	192.96		40786	PETTY CASH/OPS	192.96	
39815	06/27/11	26.63 570	SCMTD PETTY CASH - CUST SVC	15.00		40719	FARE/FULL ADULT	15.00	
						40720	POSTAGE& MAIL	1.63	
						40721	CASH OVER/SHORT	10.00	
39816	06/27/11	2,500.00 002267	SHAW / YODER / ANTWIH, INC.	2,500.00		40718	JUNE LEG SERV	2,500.00	
39817	06/27/11	160.87 M010	SHORT, SLOAN	160.87	0	40692	JULY 11 RET SUPP	160.87	
39818	06/27/11	146.00 001976	SPORTWORKS NORTHWEST, INC.	146.00		40722	REV VEH PTS	146.00	
39819	06/27/11	74.95 E535	TAPIZ, ANTHONY	74.95		40785	POSTAGE	74.95	
39820	06/27/11	105.98 001040	TERRYBERRY CO., LLC	105.98	7	40723	EMP INCENTIVE	105.98	
39821	06/27/11	300.00 001165	THANH N. VU MD	75.00		40724	PHYSICAL EXAM OPS	75.00	
						40725	PHYSICAL EXAM OPS	75.00	
						40781	EMPLOYEE EXAM	75.00	
						40782	EMPLOYEE EXAM	75.00	
39822	06/27/11	4,170.00 002943	THE DON CHAPIN COMPANY, INC.	4,170.00		40726	SPEED HUMP/GHOUND	4,170.00	
39823	06/27/11	33.78 M086	TOLINE, DONALD	33.78	0	40684	JULY 11 RET SUPP	33.78	
39824	06/27/11	229.03 M076	VONWAL, YVETTE	229.03	0	40693	JULY 11 RET SUPP	229.03	
39825	06/27/11	609.11 186	WILSON, GEORGE H., INC.	41.50		40727	RPRS & MAINT	41.50	
						40728	HVAC-QUARTER/WTC	267.61	
						40783	HVAC QUART/OPS	125.00	
						40784	HVAC QUART/PT	175.00	
39826	06/27/11	33.78 M088	YAGI, RANDY	33.78	0	40685	JULY 11 RET SUPP	33.78	
39827M06/29/11		7,200.00 001347	TECHNICAL SERVICES ASSOC., INC	7,200.00		40903	7/1/10-6/30/11 MAINT	7,200.00	MANUAL

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

DATE: 06/01/11 THRU 06/30/11

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT

TOTAL	1,633,280.34	ACCOUNTS PAYABLE	235	TOTAL CHECKS	1,633,280.34
-------	--------------	------------------	-----	--------------	--------------

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Smith, Joyce
Date of Incident: 9/21/11

Received: 10/7/11 Claim #: 11-0025
Occurrence Report No.: SC 09-11-15

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 10 18 11

I, Anthony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of October 28, 2011.

By _____
Anthony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)



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

CLAIM FOR DAMAGES

(Pursuant to Section 910 et Seq, Government Code)

Claim # 110025
(To be completed by METRO staff)

Please Print or Type.

The name and post office address of the claimant.

Claimant's Legal First Name. JOYCE

Claimant's Legal Last Name. SMITH

Address to which notices are to be sent: _____

Telephone (Home). _____

Telephone (Business/Cell). _____

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

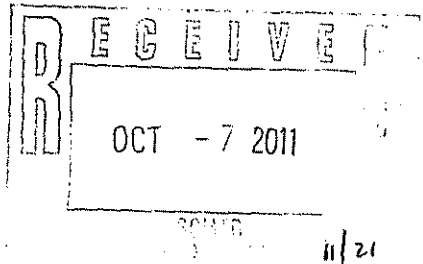
Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes or No

IF YES, please provide the following information:

Medicare Claim Number. _____

Date of Birth. _____

Social Security Number. _____





Gender: M or F

Claimant Name: Joyce Smith

CLAIM FOR DAMAGES

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

Date of Incident/Accident. 09/21/11

Time of Incident/Accident. 7:40 AM PM

Location of Incident/Accident
Street/City. Capitola Rd. & Soquel Ave., Santa Cruz.

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

I loaded my bike on the bus at the Capitola Mall in the slot nearest the bus and put the hook securely on the bike, the bike was fine until we made that left onto Soquel and the hook failed to hold the bike in place. The bike rolled off and was wedged under the bus, my helmet came out of the holder and landed in the street. I have been commuting with my bike and using the bus for the past 4 yrs. and know how to use the rack and have not had any problems. The spring on the hook was loose, weak and could not hold my bike. The design of that basket in particular requires that the hook hold fast or the wheel can just roll. I request that you pay for the repair to my bike and the cost to replace my helmet.

Receipts attached - Total 448.24.

6-2.3



Claimant Name. JOYCE SMITH

CLAIM FOR DAMAGES

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

Bus # 2208

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

\$ 448.24

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

Claimant:

JOYCE Smith
Signature/Print Name

Date. 10/01/11

~~Attorney or Representative:~~

Joyce Smith
Signature/Print Name

Date. _____

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: AAA (Subrogating for Sammet, Cynthia)
Received: 9/28/2011 Claim #: 11-0024
Date of Incident: 8/2/2011 Occurrence Report No.: SC 08-11-02

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 10.21.11

I, Anthony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of October 28, 2011.

By _____
Anthony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)



AAA Northern California,
Nevada & Utah
Insurance Exchange

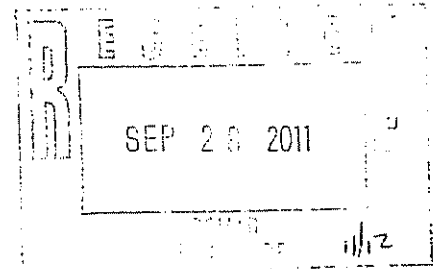
P O Box 920
Suisun City, CA 94585-0920

September 23, 2011

11-0024

Santa Cruz Metro Trans Dist
110 Vernon St
Santa Cruz, CA 95060

RE: Your Insured:
Your Claim No :
Our Insured:
Our Claim No :
Date of Loss: 08/05/2011



Dear Santa Cruz Metro Trans Dist:

This will confirm our subrogation interest arising from this loss. We have settled the claim with our insured and based on the following facts, request payment directly to AAA Northern California, Nevada & Utah Insurance Exchange (AAA NCNU IE): Your vehicle backed into our vehicle

In order to assist with and expedite the evaluation and processing of this subrogation demand, we enclose the relevant documentation in support of our claim. This information may contain personal or privileged information about our insured, and is being provided to you pursuant to California Insurance Code Section 791.13 and may not be used for any unauthorized purpose.

Based upon this information, we ask that you issue payment of \$2542.69

Repair Bill	\$2,329.69
Deductible	\$0.00
Loss of Use	\$213.00
Tow/Storage	\$0.00
Miscellaneous	\$0.00
TOTAL	\$2,542.69

Please be advised that any payment in an amount less than that set forth in this letter that is forwarded to AAA NCNU IE without its prior authorization as described below *will not constitute a full and final settlement and will be accepted as partial payment only*. Since payments received in the mail are processed by clerical staff and deposited as a matter of course without examination, unauthorized payments for less than the full amount demanded may be processed inadvertently. Although such payments may be demarked as "payment in full" or have other words of similar meaning written on them, their processing will not constitute an accord and satisfaction, as AAA NCNU IE has not agreed to acceptance of such payments. Only an authorized Subrogation Specialist may communicate, orally or in writing, AAA NCNU IE's specific agreement to accept an amount less than that demanded in this letter.

If you have any questions, please feel free to contact the AAA NCNU IE Subrogation Department.

Sincerely,

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

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

III. DISCUSSION

From June 2011 to July 2011, ParaCruz rides decreased by 82 rides. The decrease is mainly an effect caused by summer session of the Cabrillo College Stroke and Acquired Disability Center.

From July 2010 to July 2011, ParaCruz rides decreased by 138 rides, making July 2011 the lowest number of rides in July for the past four years.

Call Center statistics are available only on a monthly basis at this time, reflecting that we experienced problems with the phone system attributed to wiring issues that have been identified. Corrective measures have been taken, but the disruption to the system makes cumulative data unavailable at this time.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

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

ATTACHMENT A

Board of Directors
Board Meeting September 23, 2011

ParaCruz On-time Performance Report		
	July 2010	July 2011
Total pick ups	7605	7467
Percent in “ready window”	96.09%	95.05%
1 to 5 minutes late	1.70%	1.66%
6 to 10 minutes late	1.05%	1.15%
11 to 15 minutes late	.34%	.80%
16 to 20 minutes late	.43%	.40%
21 to 25 minutes late	.13%	.19%
26 to 30 minutes late	.08%	.11%
31 to 35 minutes late	.04%	.04%
36 to 40 minutes late	.05%	.05%
41 or more minutes late (excessively late/missed trips)	.08%	.05%
Total beyond “ready window”	3.91%	4.50%

During the month of July 2011, ParaCruz received eleven (11) Customer Service Reports. Two (2) of the reports were valid complaints, six (6) of the reports were not valid, one (1) report was unverifiable, and two (2) of the reports were compliments.

ATTACHMENT B

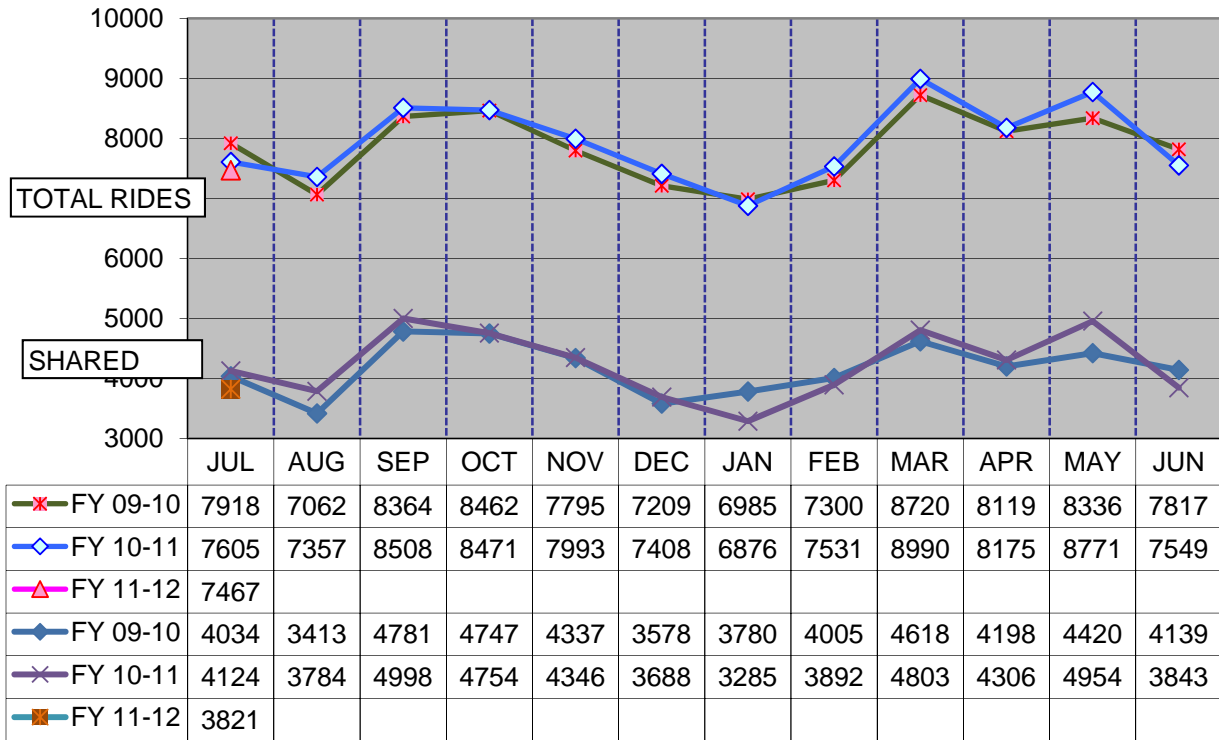
Board of Directors
Board Meeting September 23, 2011

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through July 2011.

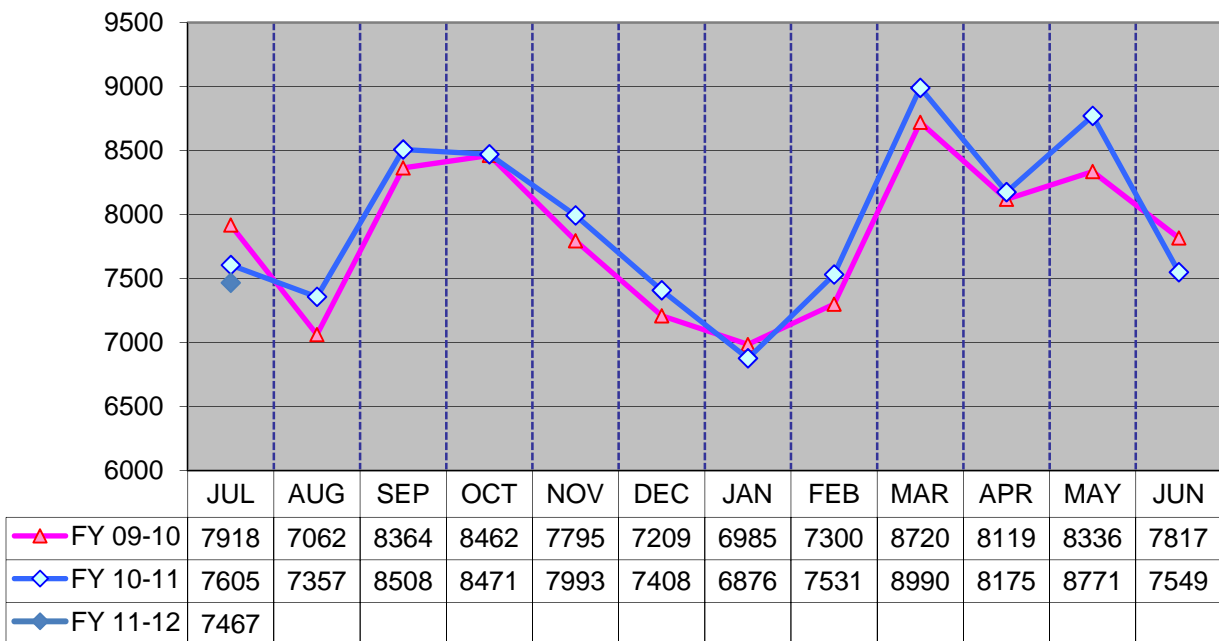
	July 10	July 11	Fiscal 10-11	Fiscal 11-12	Performance Averages	Performance Goals
Requested	7820	7743	7820	7743	8498	
Performed	7605	7467	7605	7467	7325	
Cancels	16.19%	17.09%	16.19%	17.09%	18.41%	
No Shows	2.69%	3.11%	2.69%	3.11%	2.32%	Less than 3%
Total miles	50,168	51,280	50,168	51,280	52,913	
Av trip miles	5.19	4.93	5.19	4.93	4.91	
Within ready window	96.09%	95.05%	96.09%	95.05%	95.41%	92.00% or better
Excessively late/missed trips	6*	4	6	4	2.08	Zero (0)
Call center volume	5547	5583	5547	5583	N/A	
Call average seconds to answer	40 secs	29.5	40 secs	29.5	N/A	Less than 2 minutes
Hold times less than 2 minutes	94.75%	95.4%	94.75%	95.4%	N/A	Greater than 90%
Distinct riders	789	750	789	750	799	
Most frequent rider	53 rides	51 rides	53 rides	51 rides	57 rides	
Shared rides	64.9%	61.5%	64.9%	61.5%	62.23%	Greater than 60%
Passengers per rev hour	2.19	1.97	2.19	1.97	2.04	Greater than 1.6 passengers/hour
Rides by supplemental providers	9.2%	8.05%	9.2%	8.05%	9.6%	No more than 25%
Vendor cost per ride	\$21.36	\$22.15	\$21.36	\$22.15	\$21.42	
ParaCruz driver cost per ride (estimated)	\$26.69	\$22.28	\$26.69	\$22.28	\$23.72	
Rides < 10 miles	69.11%	67.03%	69.11%	67.03%	69.01%	
Rides > 10	30.89%	32.97%	30.89%	32.97%	30.99%	

ATTACHMENT C

TOTAL RIDES vs. SHARED RIDES

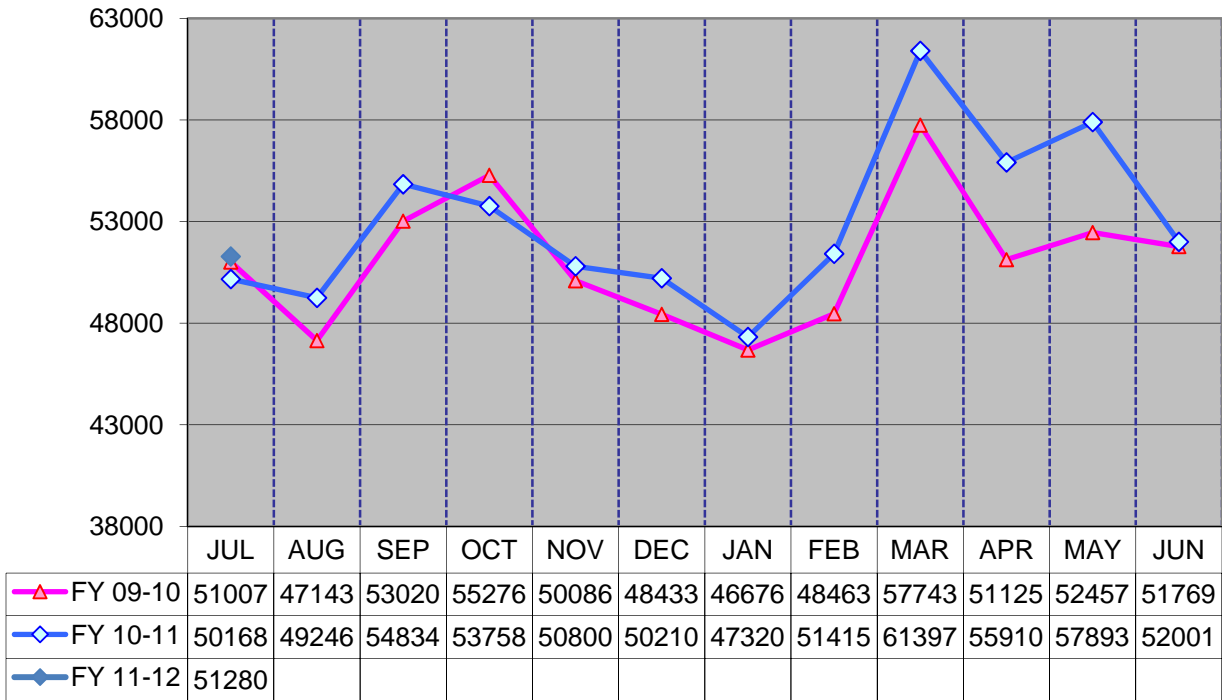


NUMBER OF RIDES COMPARISON CHART

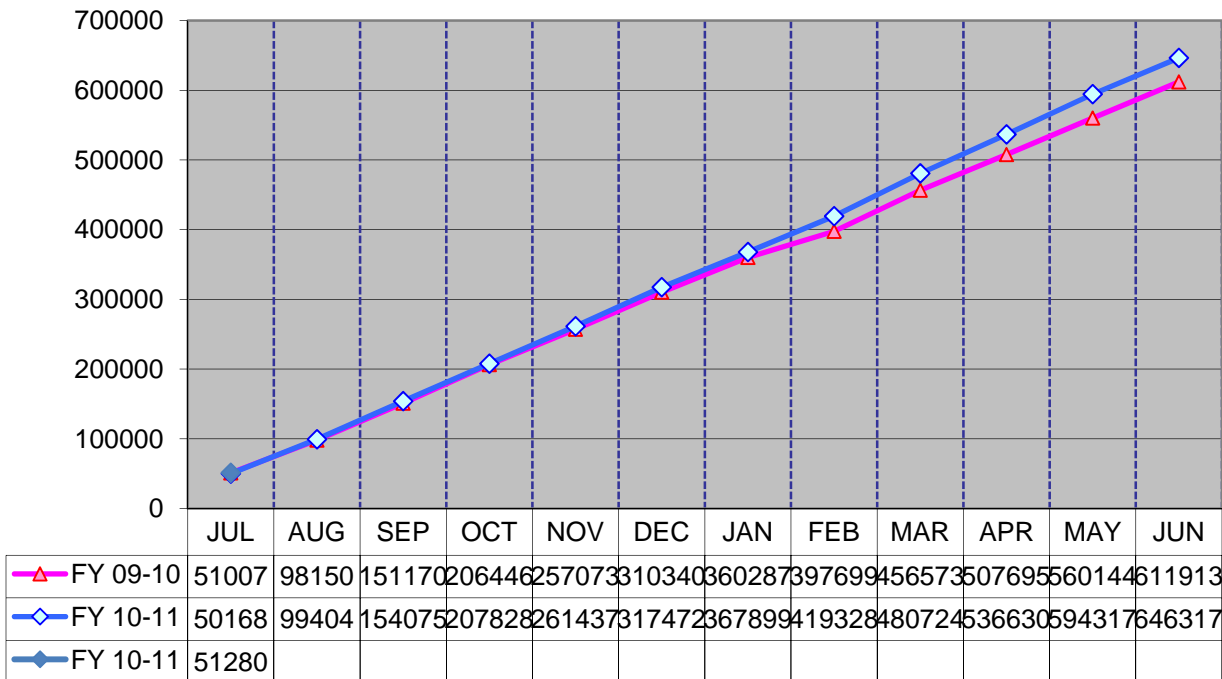


ATTACHMENT D

MILEAGE COMPARISON



YEAR TO DATE MILEAGE COMPARISON CHART



ATTACHMENT E

MONTHLY ASSESSMENTS						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
JULY 2010	33	4	7	1	0	45
AUGUST 2010	31	1	9	4	0	45
SEPTEMBER 2010	55	4	9	1	1	70
OCTOBER 2010	58	1	10	2	0	71
NOVEMBER 2010	45	0	4	5	1	55
DECEMBER 2010	32	0	7	5	0	44
JANUARY 2011	43	3	4	4	0	54
FEBRUARY 2011	41	2	14	4	0	61
MARCH 2011	43	3	5	7	0	58
APRIL 2011	44	0	3	4	0	51
MAY 2011	49	1	4	2	0	56
JUNE 2011	48	0	4	0	0	52
JULY 2011	54	0	0	1	0	55

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2006	5315
2007	4820
2008	4895
2009	5291
2010	3314

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A1: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B1: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C and D: ParaCruz Performance Charts displaying trends in rider-ship and mileage spanning a period of three years.
- Attachment E: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

III. DISCUSSION

From July 2011 to August 2011, ParaCruz rides increased by 503 rides. This increase does not trend with the previous two years, both of which experienced a decrease in the number of rides from the month of July to the month of August. The increase is simply attributed to an increased number of individuals riding, as Cabrillo College was not in session until August 30th.

Call Center statistics are available only on a monthly basis at this time, reflecting that we experienced problems with the phone system attributed to wiring issues that have been identified. Corrective measures have been taken, but the disruption to the system makes cumulative data unavailable at this time.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A1:** ParaCruz On-time Performance Chart
- Attachment B1:** Comparative Operating Statistics Table
- Attachment C:** Number of Rides Comparison Chart and Shared vs. Total Rides Chart
- Attachment D:** Mileage Comparison Chart and Year to Date Mileage Chart
- Attachment E:** Eligibility Chart

ATTACHMENT A

Board of Directors
Board Meeting October 28, 2011

ParaCruz On-time Performance Report		
	Aug 2010	Aug 2011
Total pick ups	7357	7970
Percent in “ready window”	96.68%	94.68%
1 to 5 minutes late	1.44%	2.15%
6 to 10 minutes late	.95%	1.37%
11 to 15 minutes late	.48%	.83%
16 to 20 minutes late	.26%	.36%
21 to 25 minutes late	.04%	.33%
26 to 30 minutes late	.07%	.14%
31 to 35 minutes late	.07%	.03%
36 to 40 minutes late	.01%	.09%
41 or more minutes late (excessively late/missed trips)	.00%	.04%
Total beyond “ready window”	3.32%	5.32%

During the month of August 2011, ParaCruz received fourteen (14) Customer Service Reports. Five (5) of the reports were valid complaints, two (2) of the reports were not valid, four (4) reports were unverifiable, and three (3) of the reports were compliments.

ATTACHMENT B

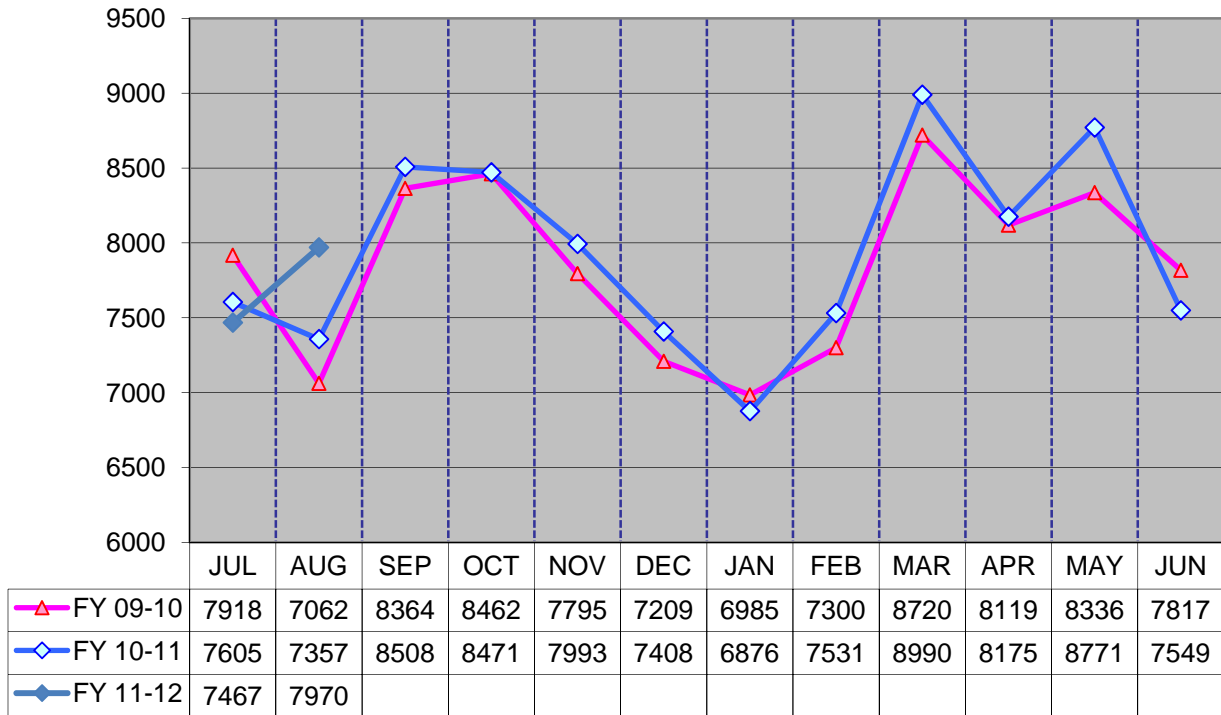
Board of Directors
Board Meeting October 28, 2011

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through August 2011.

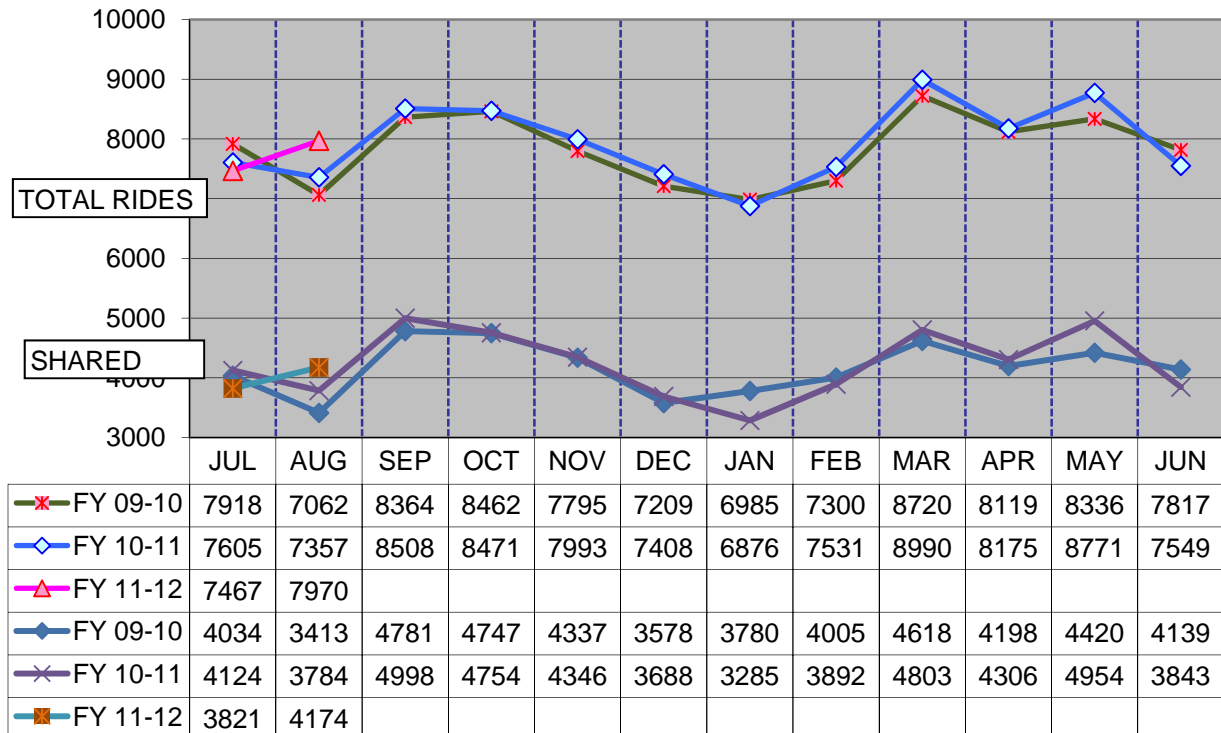
	Aug 10	Aug 11	Fiscal 10-11	Fiscal 11-12	Performance Averages	Performance Goals
Requested	7610	8143	15,430	15,886	8542	
Performed	7357	7970	14,962	15,437	7375	
Cancels	16.85%	15.90%	16.51%	16.49%	18.33%	
No Shows	2.44%	2.66%	2.57%	2.11%	2.34%	Less than 3%
Total miles	49,246	54,363	99,404	105,650	53,339	
Av trip miles	5.17	4.84	5.18	4.88	4.88	
Within ready window	96.68%	94.68%	96.38%	95.08%	95.24%	92.00% or better
Excessively late/missed trips	0	3	6	7	2.33	Zero (0)
Call center volume	5747	6009	11,294	11,592	N/A	
Call average seconds to answer	5 min: 12 secs	25.3	2 min: 18 secs	27.4	N/A	Less than 2 minutes
Hold times less than 2 minutes	86.66%	95.37%	90.67%	95.4%	N/A	Greater than 90%
Distinct riders	788	768	940	953	798	
Most frequent rider	70 rides	49 rides	122 rides	94 rides	55 rides	
Shared rides	61.3%	62.6%	63.1%	62.1%	62.34%	Greater than 60%
Passengers per rev hour	2.07	2.03	2.14	2.01	2.03	Greater than 1.6 passengers/hour
Rides by supplemental providers	8.25%	5.86%	8.74%	6.91%	9.41%	No more than 25%
Vendor cost per ride	\$20.22	\$21.61	\$20.83	\$20.91	\$21.54	
ParaCruz driver cost per ride (estimated)	\$27.89	\$23.41	\$27.18	\$22.85	\$23.35	
Rides < 10 miles	69.46%	67.57%	69.28%	69.32%	68.85%	
Rides > 10	30.54%	32.43%	30.72%	30.68%	30.98%	

ATTACHMENT C

TOTAL RIDES vs. SHARED RIDES

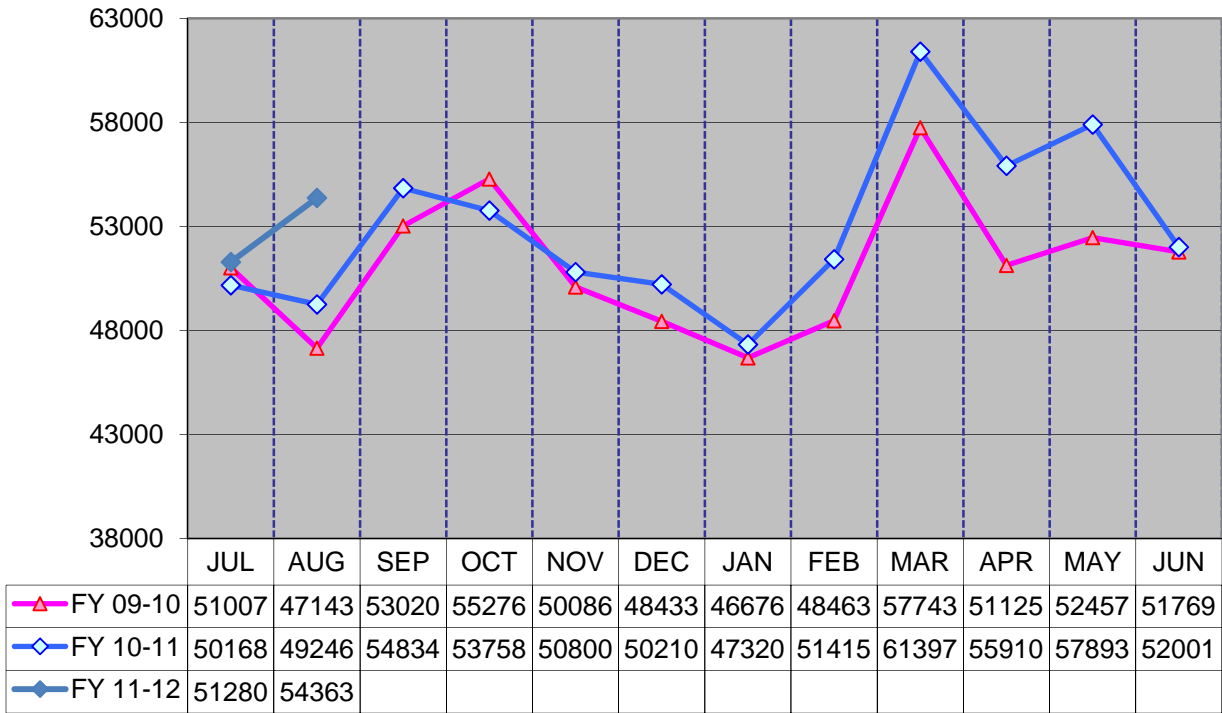


NUMBER OF RIDES COMPARISON CHART

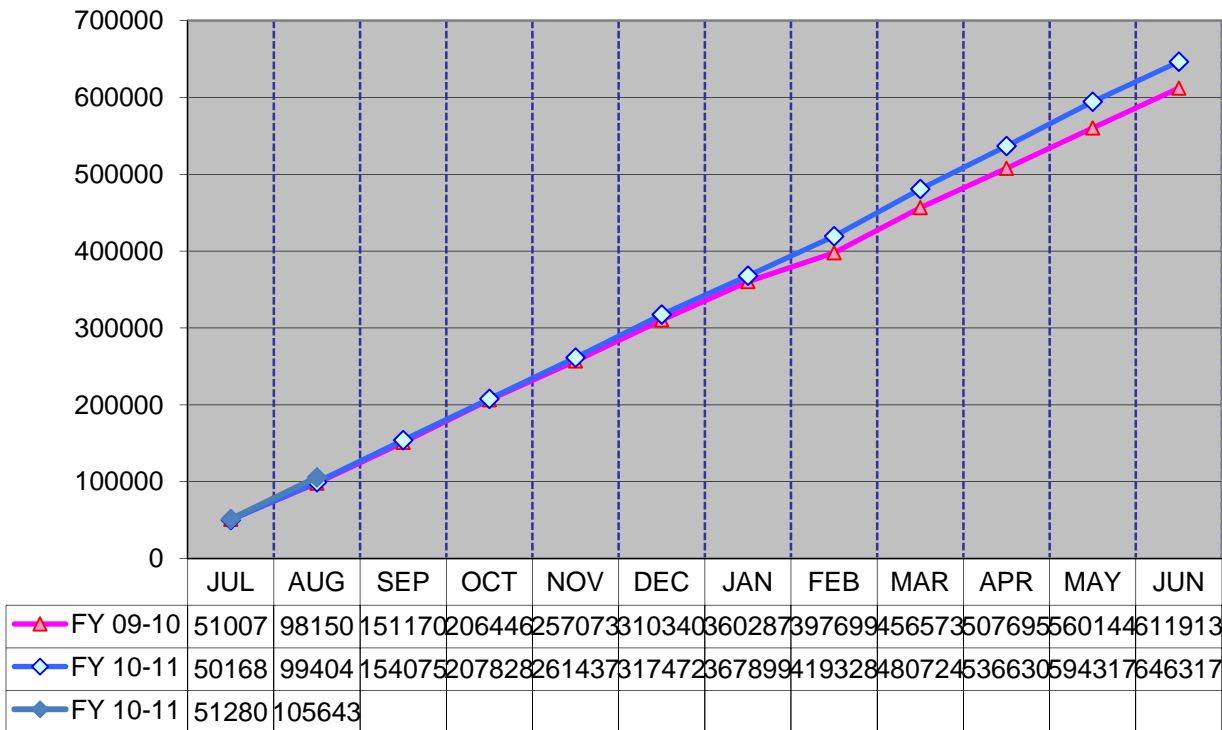


ATTACHMENT D

MILEAGE COMPARISON



YEAR TO DATE MILEAGE COMPARISON CHART



ATTACHMENT E

MONTHLY ASSESSMENTS						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
AUGUST 2010	31	1	9	4	0	45
SEPTEMBER 2010	55	4	9	1	1	70
OCTOBER 2010	58	1	10	2	0	71
NOVEMBER 2010	45	0	4	5	1	55
DECEMBER 2010	32	0	7	5	0	44
JANUARY 2011	43	3	4	4	0	54
FEBRUARY 2011	41	2	14	4	0	61
MARCH 2011	43	3	5	7	0	58
APRIL 2011	44	0	3	4	0	51
MAY 2011	49	1	4	2	0	56
JUNE 2011	48	0	4	0	0	52
JULY 2011	54	0	0	1	0	55
AUGUST 2011	66	0	3	0	1	70

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2006	5315
2007	4820
2008	4895
2009	5291
2010	3314

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

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

SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP REPORT FOR JULY 2011

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of July 2011 was 314,103, which is a decrease of 14,820 riders or 4.51% versus July 2010. System Daily Averages for July include:
 - 11,795 riders per Weekday, a loss of 4.23% (521 riders)
 - 6,759 riders per Saturday, a gain of 0.48% (32 riders)
 - 6,521 riders per Sunday, a gain of 7.24% (440 riders)
- Highway 17 Express ridership for the month of July 2011 was 25,959, which is a increase of 4,785 riders, or 22.60%, from July 2010. Daily averages include:
 - 946 riders per Weekday, a gain of 23.14% (178 riders)
 - 636 riders per Saturday, a gain of 34.66% (164 riders)
 - 582 riders per Sunday, a gain of 21.99% (105 riders)
- UCSC students and staff/faculty generated 58,516 rides in July 2011, a gain of 1.09%. Revenue generated from UCSC was \$72,091.72, a 2.84% increase from July 2010.
- Overall, system wide ridership experienced a small YTD decrease in part due to 10% less service than in the prior year.

III. DISCUSSION

In the twenty-one (21) weekdays, five (5) Saturdays, and five (5) Sundays of July 2011, Santa Cruz METRO's total ridership was 314,103 riders. This was a loss from the previous year, decreasing by 14,820 riders or 4.51%. The reduction in ridership is acceptable considering that transit service available to the public was 10% less than in July 2010. As July is the first month of FY12, Year to Date ridership was 314,103 riders.

Attachment A shows that during July 2011, Santa Cruz METRO averaged 11,795 riders per Weekday. This was a loss from the previous July of 4.23% which is most likely due to a smaller offering of summer school courses at UCSC. Weekends experienced a small gain of 0.48% and

a gain of 7.24% on Saturdays and Sundays respectively, as summer traffic patterns altered commute habits.

Attachment A also shows Highway 17 Express total ridership at 25,959 riders. This was a gain from the previous year, increasing by 4,785 riders or simply 22.60%.

FY12 average weekday ridership on the Highway 17 Express was 946 riders per weekday, a 23.14% increase from 768 riders per weekday in FY11. Simultaneously Highway 17 Express has seen gains of 34.66% in riders on Saturdays and 21.99% in riders on Sundays. These variations in ridership could possibly be due to higher gas prices leading to changing commute patterns, and weekend travel demands from UCSC students and tourism. Also these increases are inflated in part due to undercounts in the FY11 Highway 17 Express ridership figures. FY11 ridership figures were artificially low due to farebox programming problems. This now leads to artificially high ridership increases when FY11 and FY12 figures are compared. The programming issue was resolved with the installation of the new GFI Odyssey fareboxes in December 2010.

Attachment B shows UCSC ridership increase over July 2010, mainly due to more staff and faculty riding transit. In July 2011, UCSC generated 58,516 rides between students and staff/faculty. This accounts for more than a sixth of Santa Cruz METRO's total ridership count. Weekdays saw an increase of 2.97%, while Weekends saw a gain of 17.71% in ridership. Total revenue derived from UCSC in July 2011 was \$72,091.72, a 2.84% increase from July 2010.

Attachment C depicts Weekday, Saturday, and Sunday ridership by route. Many of Santa Cruz METRO's main-lines service are well ridden while overall ridership remains flat. Overall, system wide ridership experienced a small YTD decrease in part due to 10% less service than in the prior year.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes is reflected in the FY12 Revenue.

V. ATTACHMENTS

Attachment A: Monthly Ridership Summary

Attachment B: UCSC Ridership Summary

Attachment C: Ridership by Route

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: October 19, 2011

Monthly Ridership Summary

JULY 01, 2011 - JULY 31, 2011

Calendar Operating Days

	This Year	Last Year
Weekdays	21	22
Saturdays	5	5
Sundays	5	4

Monthly System Totals

	Monthly Totals		
	This Year	Last Year	Difference
Local Fixed Route	288,144	307,749	-19,605
AMTRAK/Highway 17 Express	25,959	21,174	4,785
System Total	314,103	328,923	-14,820

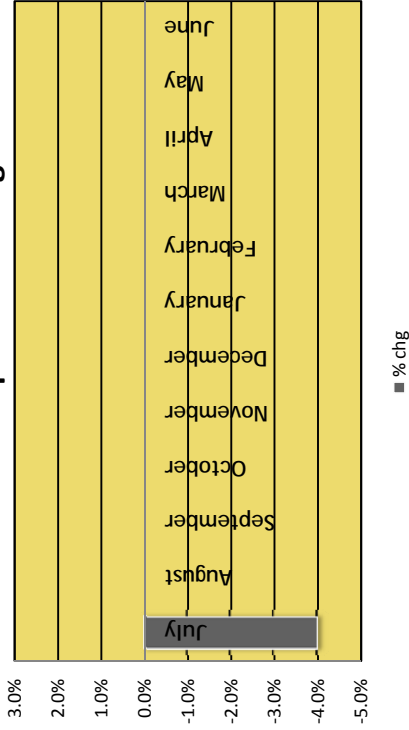
System Daily Averages

	Weekdays			Saturday			Sunday		
	This Year	Last Year	Difference	This Year	Last Year	Difference	This Year	Last Year	Difference
Local Fixed Route	10,849	11,548	-699	6,122	6,254	-132	5,939	5,604	335
AMTRAK/Highway 17 Express	946	768	178	636	473	164	582	477	105
System Total	11,795	12,317	-521	6,759	6,727	32	6,521	6,081	440

	Year to Date Totals		
	This Year	Last Year	Difference
Local Fixed Route	288,144	307,749	-19,605
AMTRAK/Highway 17 Express	25,959	21,174	4,785
System Total	314,103	328,923	-14,820

	This Year	Last Year	Difference	% Change
Local Fixed Route	288,144	307,749	-19,605	-6.37%
AMTRAK/Highway 17 Express	25,959	21,174	4,785	22.60%
System Total	314,103	328,923	-14,820	-4.51%

Total Ridership YTD % Change



UCSC Ridership Summary

JULY 01, 2011 - JULY 31, 2011

Calendar Operating Days

	This Year	Last Year
School Term Days	0	0
Weekdays	21	22
Weekend Days	10	9

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$56,423.14	\$55,331.80	\$1,091.34	1.97%
Staff Billing	\$15,668.58	\$14,766.93	\$901.65	6.11%
Night Owl Service	\$0.00	\$0.00	\$0.00	N/A
Route 20D Service	\$0.00	\$0.00	\$0.00	N/A
Total	\$72,091.72	\$70,098.73	\$1,992.99	2.84%

UCSC Monthly System Totals

	Monthly Totals			Year to Date Totals		
	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	45,798	45,691	0.23%	45,798	45,691	0.23%
Staff & Faculty	12,718	12,194	4.30%	12,718	12,194	4.30%
Total	58,516	57,885	1.09%	58,516	57,885	1.09%

UCSC System Daily Averages

	School Term Days			Weekdays			Weekend Days		
	This Year	Last Year	% Change	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	N/A	N/A	N/A	1,939	1,897	2.22%	507	439	15.48%
Staff & Faculty	N/A	N/A	N/A	537	508	5.78%	144	114	26.30%
Total	N/A	N/A	N/A	2,476	2,405	2.97%	652	554	17.71%

ATTACHMENT B

ATTACHMENT C
Ridership by Route

JULY 01, 2011 - JULY 31, 2011								
Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
10	UCSC via High St.	16,148	769	523	105	640	128	17,311
13	UCSC via Walnut							0
15	UCSC via Laurel West							0
16	UCSC via Laurel East	27,375	1,304	2,976	595	2,635	527	32,986
16N	UCSC Night Owl - Laurel East	0	0					0
19	UCSC via Lower Bay	8,706	415	557	111	577	115	9,840
19N	UCSC Night Owl - Lower Bay							0
3	Mission/Beach	3,182	152					3,182
4	Harvey West/Emeline	4,760	227					4,760
8	Emeline	178	8					178
12A	UCSC East Side District							0
20	UCSC via West Side	8,981	428	833	167	792	158	10,606
20D	UCSC via West Side Supp.							0
30	Gramhill/Scotts Valley	348	17					348
33	Lompico SLV/Felton Faire							0
34	South Felton							0
35/35A	Santa Cruz/Scotts Valley/SLV	26,664	1,270	5,136	1,027	4,276	855	36,076
40	Davenport/North Coast	837	40	125	25	173	35	1,135
41	Bonny Doon	1,178	56	53	11	57	11	1,288
42	Davenport/Bonny Doon	224	11	138	28	160	32	522
54	Capitola/Aptos/La Selva Beach	116	6	80	16	51	10	247
55	Rio Del Mar	2,153	103					2,153
56	La Selva Beach	468	22					468
66	Live Oak via 17th	10,223	487	2,164	433	1,874	375	14,261
68	Like Oak via Broadway/Portola	6,916	329	1,160	232	1,072	214	9,148
69	Capitola Road	7,491	357	103	21	45	9	7,639
69A	Cap. Road/Cabrillo/Watsonville	17,528	835	3,309	662	3,461	692	24,298
69N	Capitola Road/Cabrillo Night	2,313	110					2,313
69W	Capitola Road/Watsonville	17,191	819	3,406	681	3,357	671	23,954
71	Santa Cruz to Watsonville	48,428	2,306	8,828	1,766	9,172	1,834	66,428
72	Corralitos	3,903	186					3,903
74	Ohlone Parkway/Rolling Hills	2,298	109					2,298
75	Green Valley Road	5,381	256	1,221	244	1,355	271	7,957
79	East Lake	1,773	84					1,773
91x	Santa Cruz/Watsonville Express	3,072	146					3,072
Hwy 17	AMTRAK/Hwy 17 Express	19,869	946	3,182	636	2,908	582	25,959
Monthly Total		247,704	11,795	33,794	6,759	32,605	6,521	314,103
Previous Year		270,965	12,317	33,634	6,727	24,324	6,081	328,923
% Change		-8.58%	-4.23%	0.48%	0.48%	34.04%	7.24%	-4.51%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP REPORT FOR AUGUST 2011

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of August 2011 was 328,125, which is an increase of 3,580 riders or 1.10% versus August 2010. System Daily Averages for August include:
 - 11,997 riders per Weekday, a loss of 0.94% (113 riders)
 - 6,677 riders per Saturday, a gain of 2.57% (168 riders)
 - 6,372 riders per Sunday, a loss of 0.68% (44 riders)
- Highway 17 Express ridership for the month of August 2011 was 27,898, which is an increase of 5,187 riders, or 22.84%, from August 2010. Daily averages include:
 - 995 riders per Weekday, a gain of 18.30% (154 riders)
 - 649 riders per Saturday, a gain of 70.30% (268 riders)
 - 606 riders per Sunday, a gain of 31.29% (144 riders)
- UCSC students and staff/faculty generated 55,566 rides in August 2011, a gain of 2.04%. Revenue generated from UCSC was \$68,457.31, a 3.81% increase from August 2010.
- Overall, system wide ridership experienced a small YTD decrease in part due to 10% less service than in the prior year.

III. DISCUSSION

In the twenty-three (23) weekdays, four (4) Saturdays, and four (4) Sundays of August 2011, Santa Cruz METRO's total ridership was 328,125 riders. This was a gain from the previous year, increasing by 3,580 riders or 1.10%. The month over month gain in ridership is encouraging considering that transit service available to the public is 10% less than in August 2010. FY12 YTD ridership is almost flat, with a slight loss of 1.69% over FY11.

Attachment A shows that during August 2011, Santa Cruz METRO averaged 11,997 riders per Weekday. This was a loss from the previous August of 0.94% which is most likely due to a smaller offering of summer school courses at UCSC. Weekends experienced a gain of 2.57% and a loss of 0.68% on Saturdays and Sundays respectively, as summer traffic patterns altered commute habits.

Attachment A also shows Highway 17 Express total ridership at 27,898 riders. This was a gain from the previous year, increasing by 5,187 riders or simply 22.84%.

FY12 average weekday ridership on the Highway 17 Express was 995 riders per weekday, a 18.30% increase from 841 riders per weekday in FY11. Simultaneously Highway 17 Express has seen gains of 70.30% in riders on Saturdays and 31.29% in riders on Sundays. These variations in ridership could possibly be due to higher gas prices leading to changing commute patterns, and weekend travel demands from UCSC students and tourism. Also these increases are inflated in part due to undercounts in the FY11 Highway 17 Express ridership figures. FY11 ridership figures were artificially low due to farebox programming problems. This now leads to artificially high ridership increases when FY11 and FY12 figures are compared. The programming issue was resolved with the installation of the new GFI Odyssey fareboxes in December 2010.

Attachment B shows UCSC ridership increase over August 2010, mainly due to more staff and faculty riding transit. In August 2011, UCSC generated 55,566 rides between students and staff/faculty. This accounts for more than a sixth of Santa Cruz METRO's total ridership count. Weekdays saw a decrease of 1.83%, while Weekends saw a gain of 8.01% in ridership. Total revenue derived from UCSC in August 2011 was \$68,457.31, a 3.81% increase from August 2010.

Attachment C depicts Weekday, Saturday, and Sunday ridership by route. Many of Santa Cruz METRO's main-lines service are well ridden while overall ridership remains flat. Overall, system wide ridership experienced a small YTD decrease in part due to 10% less service than in the prior year.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes is reflected in the FY12 Revenue.

V. ATTACHMENTS

Attachment A: Monthly Ridership Summary

Attachment B: UCSC Ridership Summary

Attachment C: Ridership by Route

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: October 19, 2011

Monthly Ridership Summary

AUGUST 01, 2011 - AUGUST 31, 2011

Calendar Operating Days

	This Year	Last Year
Weekdays	23	22
Saturdays	4	4
Sundays	4	5

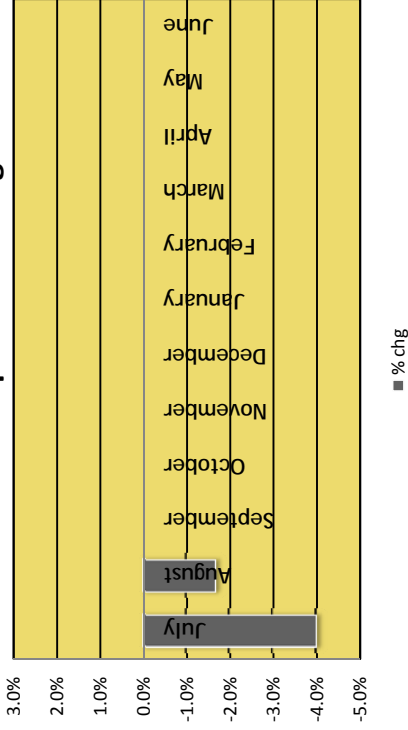
Monthly System Totals

	Monthly Totals		
	This Year	Last Year	Difference % Change
Local Fixed Route	300,227	301,834	-1,607 -0.53%
AMTRAK/Highway 17 Express	27,898	22,711	5,187 22.84%
System Total	328,125	324,545	3,580 1.10%

System Daily Averages

	Weekdays			Saturday			Sunday		
	This Year	Last Year	Difference % Change	This Year	Last Year	Difference % Change	This Year	Last Year	Difference % Change
Local Fixed Route	11,002	11,270	-267 -2.37%	6,029	6,034	-5 -0.08%	5,766	5,954	-188 -3.16%
AMTRAK/Highway 17 Express	995	841	154 18.30%	649	476	173 36.24%	606	461	144 31.29%
System Total	11,997	12,110	-113 -0.94%	6,677	6,510	168 2.57%	6,372	6,415	-44 -0.68%

Total Ridership YTD % Change



	Year to Date Totals		
	This Year	Last Year	Difference % Change
Local Fixed Route	588,371	609,380	-21,009 -3.45%
AMTRAK/Highway 17 Express	53,857	43,885	9,972 22.72%
System Total	642,228	653,265	-11,037 -1.69%

UCSC Ridership Summary

AUGUST 01, 2011 - AUGUST 31, 2011

Calendar Operating Days

	This Year	Last Year
School Term Days	0	0
Weekdays	23	22
Weekend Days	8	9

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$49,866.43	\$50,493.86	-\$627.43	-1.24%
Staff Billing	\$18,590.88	\$15,448.73	\$3,142.15	20.34%
Night Owl Service	\$0.00	\$0.00	\$0.00	N/A
Route 20D Service	\$0.00	\$0.00	\$0.00	N/A
Total	\$68,457.31	\$65,942.59	\$2,514.72	3.81%

UCSC Monthly System Totals

	Monthly Totals			Year to Date Totals		
	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	40,476	41,696	-2.93%	86,274	87,387	-1.27%
Staff & Faculty	15,090	12,757	18.29%	27,808	24,951	11.45%
Total	55,566	54,453	2.04%	114,082	112,338	1.55%

UCSC System Daily Averages

	School Term Days			Weekdays			Weekend Days		
	This Year	Last Year	% Change	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	N/A	N/A	N/A	1,609	1,726	-6.77%	433	413	4.64%
Staff & Faculty	N/A	N/A	N/A	604	528	14.31%	150	126	19.03%
Total	N/A	N/A	N/A	2,213	2,254	-1.83%	583	540	8.01%

ATTACHMENT B

ATTACHMENT C
Ridership by Route

AUGUST 01, 2011 - AUGUST 31, 2011								
Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
10	UCSC via High St.	16,606	722	443	111	324	81	17,373
13	UCSC via Walnut							0
15	UCSC via Laurel West							0
16	UCSC via Laurel East	26,974	1,173	2,054	514	1,815	454	30,843
16N	UCSC Night Owl - Laurel East							0
19	UCSC via Lower Bay	8,341	363	423	106	375	94	9,139
19N	UCSC Night Owl - Lower Bay							0
3	Mission/Beach	3,256	142					3,256
4	Harvey West/Emeline	5,000	217					5,000
8	Emeline	185	8					185
12A	UCSC East Side District							0
20	UCSC via West Side	8,960	390	741	185	649	162	10,350
20D	UCSC via West Side Supp.							0
30	Gramhill/Scotts Valley	477	21					477
33	Lompico SLV/Felton Faire	107	5					107
34	South Felton	20	1					20
35/35A	Santa Cruz/Scotts Valley/SLV	31,221	1,357	3,935	984	3,380	845	38,536
40	Davenport/North Coast	1,020	44	93	23	154	39	1,267
41	Bonny Doon	1,101	48	59	15	29	7	1,189
42	Davenport/Bonny Doon	278	12	107	27	123	31	508
54	Capitola/Aptos/La Selva Beach	214	9	64	16	44	11	322
55	Rio Del Mar	2,570	112					2,570
56	La Selva Beach	400	17					400
66	Live Oak via 17th	11,088	482	1,754	439	1,552	388	14,394
68	Like Oak via Broadway/Portola	7,793	339	951	238	818	205	9,562
69	Capitola Road	8,196	356	58	15	30	8	8,284
69A	Cap. Road/Cabrillo/Watsonville	20,595	895	2,857	714	2,759	690	26,211
69N	Capitola Road/Cabrillo Night	2,485	108					2,485
69W	Capitola Road/Watsonville	20,028	871	2,493	623	2,430	608	24,951
71	Santa Cruz to Watsonville	56,709	2,466	7,047	1,762	7,464	1,866	71,220
72	Corralitos	4,634	201					4,634
74	Ohlone Parkway/Rolling Hills	2,895	126					2,895
75	Green Valley Road	6,445	280	1,036	259	1,118	280	8,599
79	East Lake	2,104	91					2,104
91x	Santa Cruz/Watsonville Express	3,346	145					3,346
Hwy 17	AMTRAK/Hwy 17 Express	22,881	995	2,594	649	2,423	606	27,898
Monthly Total		275,929	11,997	26,709	6,677	25,487	6,372	328,125
Previous Year		266,429	12,110	26,039	6,510	32,077	6,415	324,545
% Change		3.57%	-0.94%	2.57%	2.57%	-20.54%	-0.68%	1.10%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR OCTOBER 2011

I. RECOMMENDED ACTION

This report is for informational purposes only. Active grants and grant proposals are current as of October 14, 2011. No action is required.

II. SUMMARY OF ISSUES

- Santa Cruz METRO relies upon grant funding from other agencies for more than 25% of its FY12 operating revenue and nearly 80% of its FY12 capital funding.
- A list of Santa Cruz METRO's active grants (Attachment A) and a list of grant proposals for new funds (Attachment B) are provided monthly in order to apprise the Board of the status of grants funding.
- Santa Cruz METRO has active grant awards totaling \$44,517,006.
- Items in **bold** on Attachments A and B depict changes from last month's report.
- Santa Cruz METRO staff is developing new operating and capital projects for approximately \$12,318,489 in grant program funding.

III. DISCUSSION

Santa Cruz METRO relies upon grants from a number of other entities throughout the year for more than 25% of its FY12 operating revenue and over 80% of its FY12 capital funding. Programs such as the Transportation Development Act (TDA) and the Federal Transit Administration (FTA) urbanized area program annually allocate funds by formula while others such as the Monterey Bay Unified Air Pollution Control District's AB2766 Motor Vehicle Emissions Reduction Program and the California Department of Transportation (Caltrans) discretionary planning grants are competitively awarded based on merit. Santa Cruz METRO relies on both formula and discretionary grant revenue to support its operating and capital budgets.

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

with a brief description, source and status of proposed funds. Items in **bold** on Attachments A and B depict changes from last month's report.

IV. FINANCIAL CONSIDERATIONS

Active grant awards for operating and capital projects total \$44,517,006 with an unspent balance of \$25,977,596. Changes from last month's amounts result from a new award of \$2,814,538 from a successful application for the FTA State of Good Repair program and an award of \$160,000 from a successful application to the Monterey Bay Unified Air Pollution Control District. Current grant applications request \$12,318,489, a decrease from September resulting from grant awards from successful applications now shown as active grants.

Santa Cruz METRO staff is pursuing new discretionary grant applications for revenue vehicle replacements in the California Energy Commission's AB 118 program and processing an allocation request to Caltrans for \$427,432 in Proposition 1B State and Local Partnership Program (SLPP). Total new grant project applications total \$19,603,210.

V. ATTACHMENTS

Attachment A: Santa Cruz METRO Active Grants Status Report as of October 14, 2011

Attachment B: Santa Cruz METRO Grant Applications as of October 14, 2011

*Staff Report prepared by Thomas Hiltner and Tove Beatty, Grants/Legislative Analysts
Date Prepared: October 14, 2011*

Attachment A

Santa Cruz METRO

Active Grants as of October 14, 2011

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
1	Smartcard Farebox; ParaCruz Vans; IT Upgrades; Operating Assistance	Upgrade dispatch, scheduling and customer information software; purchase 27 replacement paratransit vans; purchase new fareboxes with magnetic card readers; operating assistance.	\$ 4,909,939	\$ 538,064	Federal Transit Administration (FTA) 5307 American Recovery and Reinvestment Act (ARRA) funds	Project funding from ARRA through FTA urbanized area formula program. Santa Cruz METRO has received and installed fareboxes and ticket vending machines; has accepted paratransit vans and expects to complete the Giro/Hastus roll-out by early 2012.
2	Smartcard Farebox	Purchase new fareboxes with magnetic card readers.	\$ 475,000	\$ 2,078	FTA 5309 Bus and Bus Facilities Program	Fareboxes installed, this grant will be closed-out by 9/30/11 with FTA.
3	Bus Stop Improvements	Improve bus stops in Santa Cruz METRO service area	\$ 500,000	\$ 476,189	Caltrans from State Transportation Improvement Program (STIP)	Construction projects started 5/27/11. This project is on schedule.
4	CT Transit Planning - Watsonville	18-month transit planning study of Watsonville service as subrecipient of MPO (AMBAG).	\$ 100,000	\$ 93,877	Caltrans (FTA 5304)	Outreach meetings with transit stakeholders are NGOs is completed. Second round of surveys is complete. Report is being drafted. This project is on task and on scheduled for delivery by 3/31/12.
5	County of Santa Cruz Prop 84 Challenge Grant	Discretionary grant proposals for planning/zoning of unincorporated areas (Live Oak, Soquel Dr. corridor) w/ County of Santa Cruz; and sustainable growth communities grant w/ AMBAG. All need METRO as a partner.	\$ 10,000	\$ 10,000	Funding from Proposition 84 Planning Grants from the State of California Strategic Growth Council.	County received \$500K for Prop. 84 Sustainable Communities Planning Grant Program for a project entitled "The Santa Cruz County Sustainable Community and Transit Corridors Plan" on December 6, 2010. Notification of award 6/3/11. Discussion of an RFP for a consultant will begin in November and the selection process complete by December 2012.

Attachment A

Santa Cruz METRO

Active Grants as of October 14, 2011

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
6	AMBAG Sustainable Communities Planning Grant	Discretionary grant sub-award.	\$ 10,000	\$ 10,000	AMBAG sub-award.	Participating in development of Sustainable Communities Strategies, awaiting letter of award from AMBAG at 10/14/11, expect MOU within 60 days per AMBAG
7	SCCRTC Caltrans Small Urban Transit Planning Grant	Discretionary grant.	\$ 8,204	\$ 8,204	State of California	Grant awarded July 2011; METRO to participate with RTC on on-board ridership survey to inform RTP update; budget revised and MOU is being drafted, expected to be reviewed by METRO by 10/31/11.
8	Section 5309 Bus/Facilities State of Good Repair	Discretionary, competitive grant program.	\$ 2,814,538	\$ 2,814,538	FTA Section 5309	New grant to finance capital projects: ~42 mobile data terminals for ParaCruz and approximately 4-5 new CNG buses.
9	MBUAPCD AB2766 FY12 Grant	Discretionary Grant	\$ 160,000	\$ 160,000	MBUAPCD (Air District)	Conversion of non-revenue vehicles (staff/supervisor vehicles and forklift) to alternative fuel path. Award notification in August 2011. Santa Cruz METRO's project was recommended for award.
10	Comprehensive Security & Surveillance (LMR)	Continue LMR upgrade.	\$ 440,505	\$ 26,374	FY09 CTSGP funds from Cal EMA	Day Wireless continues work on \$530,000 contract to upgrade fleet mobile radios. \$ Grant Balance as of 5/26/11. Expires 3/31/12.
11	Comprehensive Security & Surveillance: CCTV, LMR, EG	Continue video surveillance, LMR upgrade and install emergency generator.	\$ 440,505	\$ 440,505	FY10 CTSGP funds from Cal EMA	Cal-EMA paid \$440,505 grant advance on 3/28/11. \$ Grant Balance as of 5/26/11. Expires 3/31/13.

Attachment A

Santa Cruz METRO

Active Grants as of October 14, 2011

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
12	FY10 Discretionary Bus/Facilities Program	Purchase 11 new CNG replacement buses from FTA discretionary grant program.	\$ 4,830,600	\$ 4,830,600	FTA 5309 Bus & Bus Facilities/State of Good Repair Program	BOD authorized the purchase of 11 New Flyer low-floor 40' CNG Buses. METRO will match FTA funds with SLPP funds and local sales tax. Bus manufacture will start pending wheelchair placement design and the SLPP allocation.
13	FY11 FTA Operating Assistance	Operating Assistance 7/1/10 - 6/30/11	\$ 4,727,487	\$ 4,727,487	FTA FY11 5307 urbanized area formula funds + STIC	Grant contract executed 8/22/11. METRO will draw the funds after the FY11 financial audit concludes in December.
14	FY11 Rural Operating Assistance	Operating assistance for public transit service in rural areas of Santa Cruz County.	\$ 156,312	\$ 156,312	Caltrans (FTA 5311)	METRO executed grant on 7/27/11.
15	FY12 TDA Operating Assistance	FY12 Transportation Development Act (TDA) revenue for public transit operations.	\$ 5,244,963	\$ 3,933,722	SCCRTC	RTC paid the first quarter's amount on 9/1/11.
16	FY12 STA Funds	FY12 State Transit Assistance (STA) operating revenue for public transit.	\$ 2,851,031	\$ 2,851,031	SCCRTC	The RTC will pay STA to METRO quarterly.
17	FY09 Operating/MetroBase const.	Operating Assistance and MetroBase construction funding.	\$ 4,753,504	\$ 1,108,062	FTA 5307 urbanized area formula funds and Small Transit Intensive Cities (STIC) funds, both now for operating assistance.	FY09 transit operations are complete. FTA did not approve changing the remaining MetroBase construction funds into operating assistance so that state funds could be used as the local share for the #2 LNG Tank. The balance will fund future MetroBase construction. No expiration.

Attachment A

Santa Cruz METRO

Active Grants as of October 14, 2011

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
18	FY11 AB2766	MetroBase construction of second L/CNG storage tank.	\$ 200,000	\$ 200,000	AB2766 Monterey Bay Unified Air Pollution Control District (Air District) AB 2766 Motor Vehicle Emissions Reduction Program	Project kicked-off 3/8/11. CNG tank Design/engineering contract awarded to Raymundo Engineering 9/9/11. METRO will open responses to its IFB for the LNG tank on 11/1/11. The project is more than 60 days behind schedule and METRO extended the project completion milestone to 9/30/11. Expires 2/11/13.
19	MetroBase Development	MetroBase design and construction.	\$ 9,540,751	\$ 2,689,152	FY08, FY09 Prop. 1B Public Transportation Modernization and Service Enhancement Account (PTMISEA) through Caltrans	FY08, FY09 PTMISEA funds are nearly expended on MetroBase projects. METRO hasn't received the FY10 \$2,491,923 allocation anticipated in September. \$ Grant balance as of 9/20/11.
20	Pacific Station Land	Purchase Greyhound property for Pacific Station (Metro Center) renovation	\$ 1,457,667	\$ 15,401	FY05 FTA 5309 Bus and Bus Facilities program - legislative earmark.	Speed bumps have been intalled at 425 Front Street. METRO opened bids for lot fencing on 10/12/11 with installation by 2/28/12. Project completion currently scheduled for 12/31/11 will be extended with this quarter's report. \$ Grant balance as of 10/13/11.
21	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 396,000	\$ 396,000	FY06 FTA 5309 Bus and Bus Facilities program - legislative earmark.	The FTA will begin monitoring progress on Metro Center Design/Engineering in 2012 since the first grant (2006) has aged more than 5 years without implementation. No expiration.

Santa Cruz METRO

Active Grants as of October 14, 2011

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
22	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 490,000	\$ 490,000	FY08 FTA 5309 Bus and Bus Facilities program - legislative earmark.	The FTA will begin monitoring progress on Metro Center Design/Engineering in 2012 since the first grant (2006) has aged more than 5 years without implementation. No expiration.
Total \$			44,517,006	\$ 25,977,596		

Attachment A

Attachment B

Santa Cruz METRO Grant Applications as of October 14, 2011

#	Application Date	Grant	Description	\$ Grant	Funding Source	Status of Award
1	7/28/2011	Proposition 1B - State and Local Partnership Program	Proposition 1B Formula Funds	\$ 427,432	State of California FY11-12; of \$5,060,000 available;	Requires 50% local sales tax match.
2	6/15/2011	California Energy Commission AB118 Program	Implementation plan; then grants	unknown	CEC	AB118 grants to be announced in summer; plus rebates on purchase of CNG buses (looking into for last 5 purchased through VTA).
3	3/15/2012	FY12 Transit Security Projects	TBD	\$ 440,505	FY11 CTSGP funds from Cal EMA	The State Controller's Office provided an allocation estimate of \$440,505 to Santa Cruz METRO for FY12. METRO staff will define projects for the application due in March 2012.
4	3/15/2011	FY11 Transit Security Project	Santa Cruz METRO security fencing and video surveillance projects	\$ 440,505	FY11 CTSGP funds from Cal EMA	Application submitted 3/11/11. Funds will expire 3/31/14.
5	6/1/2011	FY11 PTMISEA	FY11 Public Transportation Modernization Improvement and Service Enhancement Activity (PTMISEA) funding for the MetroBase Operations Building.	\$ 11,010,047	FY11 PTMISEA funds from Caltrans Division of Mass Transit	The State Controller's Office estimated FY11 allocation to Santa Cruz METRO at \$11,010,047. Santa Cruz METRO submitted its allocation request 5/27/11 for \$11,010,047.
Total				\$	12,318,489	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: STATUS REPORTS OF PROPOSED FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES

I. RECOMMENDED ACTION

That the Board of Directors accept and file the status reports of proposed Federal and State legislation and current legislative issues through October 21, 2011.

II. SUMMARY OF ISSUES

- Status reports on Congress's, the State Assembly's and Senate's legislative issues are provided monthly to inform the Board of the status of Federal and State legislation of interest to Santa Cruz METRO.
- This month's State and Federal reports reflect pertinent legislative activities which occurred October 5, 2011 – October 21, 2011.
- The bipartisan debt reduction commission created has met and is tasked with the specification of the second round of cuts of mandatory budget cuts, or pre-determined cuts will be triggered by November 23rd.
- Congress passed the eighth extension of SAFETEA-LU, through March 31st, 2012. House Transportation and Infrastructure Committee Chair John Mica (R-FL) says this is the final extension and a new act must be passed. Senator Boxer agrees. This extension is linked to the gas tax—if it expires, so does the tax.
- The President presented S1549, the American Jobs Act of 2011, to Senate Majority Leader Harry Reid in September. Many components are items that the GOP has agreed with in the past. It is possible that parts of the bill can be passed.
- The California Legislature reconvened on August 15th, with a deadline of all pending bills passing by September 9th, with bills to be signed or vetoed by October 9th.
- In September, the State held its first bond sale since spring 2010 in order to meet California's cash flow needs. A second bond sale was announced this week, to finance Proposition 1B job-creating projects, such as our Operations Building.

III. DISCUSSION

Status reports on Federal House of Representatives' and Senate's proposed legislation and related issues at the state level are provided monthly to inform the Board of the status of

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

This month's State and Federal reports reflect pertinent legislative activities which occurred October 5, 2011 – October 21, 2011. In DC, Congress left town in a hurry following the debt ceiling vote and returned after Labor Day. Discussion began about appropriations bills and the necessity to quickly pass 12 of them, thus the spree of Continuing Resolutions and extensions to fund the government, as well as the extension of SAFETEA-LU discussed below. At the time of this report, Congress is considering a slew of “mini-buses” since it seems unlikely that they will be able to pass one large omnibus spending bill. Focus is still on the bipartisan debt reduction commission, which is tasked with the specification of the second round of budget cuts or mandatory cuts will be triggered by November 23rd.

On September 13th, Congress passed the eighth extension of SAFETEA-LU, through March 31, 2012. House Transportation and Infrastructure Committee Chair John Mica (R-FL) says this is the final extension and a new act must be passed. This extension is linked to the gas tax—if it expires, so does the tax. Also introduced in early October was S1648, proposed by Senators Rand Paul (R-KY) and Minority Leader Mitch McConnell (R-KY), to terminate the Transportation Enhancements (TE) program, which generally funds bicycle and pedestrian projects. S1648 redirects this funding to emergency infrastructure repairs, such as bridge and road construction. Senator McCain (R-AZ) took up the charge against TE funding, but his amendment was killed on the Senate floor. In the meantime, at the time of this writing, Senator Boxer's committee is promising a mark-up of MAP-21 in early November, so some form of a new transportation act is moving forward.

The President presented S1549, the American Jobs Act of 2011, to Senate Majority Leader Harry Reid on September 12th. Many components are items that the GOP has agreed with in the past. In the House, Majority Leader Cantor (R-VA) has stated that he believes that some parts of the bill might be able to be taken up individually. Of course, the House version of the FY12 budget proposes over 30% in cuts to transportation funding, with some scenarios exceeding 38%, which would be a disaster for systems nationwide. Speaker John Boehner (R-OH) has begun to talk about financing new infrastructure (surface transportation act) with bond proceeds from expanded oil and gas exploration, first proposed by Rep. Steve Stivers (R-OH). No doubt this is a hard-to-stomach proposal for many transportation advocates, but it is still the first real money proposal that has been put on the table for consideration to bolster the Highway Trust Fund to the levels required for funding of the nation's transportation infrastructure needs.

Pertinent federal issues and legislation are covered in **Attachments A and B**.

The California Legislature reconvened on August 15th, with a deadline of all pending bills passing by September 9th. All bills were signed or vetoed by October 9th. So far, transit remains unscathed other than two vetoed bills which included employer commute programs and the establishing of a blue ribbon task force on transportation. More important to Santa Cruz METRO is that the flexibility to use STA funds for operational purposes through 2015 has been retained.

In September, the State held its first bond sale since spring 2010 in order to meet California's cash flow needs. A Fall bond sale was announced at the time of this report, which is designed to meet California's cash flow needs insofar as infrastructure Proposition 1B projects are concerned, such as Santa Cruz METRO's Operations Building. Staff will continue to monitor this closely.

Pertinent state issues and legislation that were introduced in this session and which have been vetted by CTA are identified on **Attachments C and D**.

IV. FINANCIAL CONSIDERATIONS

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

The extension of SAFETEA-LU's authorization through March 31, 2012 would secure transportation funding and the related gas tax until then. Chair Mica has said this is the final extension and, in the Senate, Senator Boxer has promised to begin marking up MAP-21 in early November. For now, transportation advocates are watching all the appropriations bills ("mini-buses") in the House very closely, and government is funded through November 18th via a Continuing Resolution at the level set in the debt-ceiling negotiations (\$1.043 trillion) since a FY12 federal budget was not passed by the end of the federal fiscal year at September 30, 2011.

It is unknown at this time what impact the President's Jobs Bill will have on discretionary and formula funding for transit infrastructure projects. Santa Cruz METRO will aggressively pursue any applicable funding opportunities released should the bill pass.

Santa Cruz METRO also received news that it will receive its FY10 PTMISEA allocation of \$2.49 million, possibly as soon as the end of October, and that STA flexibility for operational use has been secured through 2015.

V. ATTACHMENTS

Attachment A: Federal Legislative Issues and Status Report, October 21, 2011

Attachment B: Federal House and Senate Bills Status Report, October 21, 2011

Attachment C: State of California Legislative Issues and Status Report, October 21, 2011

Attachment D: State of California Assembly and Senate Bills Status Report, October 21, 2011

*Staff Report Prepared by: Tove Beatty, Grants/Legislative Analyst
Date Prepared: October 21, 2011*

Attachment A

Federal Legislative Issues and Status Report October 21, 2011

Current Legislative Issues

FY12 Federal Budget

Update at 10/21/11: Unable to pass one large omnibus spending bill, the Senate is working on what are called “mini-buses” at the time of this report (passed to them piecemeal by the House), taking spending section by sending. HR2112 contains transportation funding and much of the discussion has been about the elimination of the Transportation Enhancements program (bicycle paths, pedestrian facilities, etc.), an eventually failed attack championed by Senator John McCain (R-AZ), but don’t expect this issue to go away. On the House side, Speaker Boehner has indicated willingness to discuss a funding mechanism for a new surface transportation act that uses bond proceeds from expanded oil and gas exploration to finance the Highway Trust Fund (HTF). As distasteful as this is to some, it is the first sign of any party having a viable proposal in regard to shoring up the HTF in relation to a new budget and a new act.

Congress has passed a Continuing Resolution (CR) funding the government through November 18th at the level agreed to in the debt ceiling vote (\$1.043 trillion). Expect the FY12 budget fight to become even more incendiary as the deadline grows closer and especially following the November 23rd recommendations (if made) of the Joint Select Committee on Deficit Reduction.

Long Term Surface Transportation Act (MAP-21) and S. 1648

Update at 10/21/11: On the Senate side, the mark-up of the new proposed MAP-21 has been scheduled within the next two weeks (November is the rumor). This is an important step in bring the bill up for serious consideration. With a potential funding mechanism proposed by the Speaker, at least discussion can ensue.

On 9/13/11, the House passed the eighth extension of SAFETEA-LU through March 31st, 2012. House Chair Mica says that this is the final extension and a new act must be passed by the time this extension expires. This extension is also tied to the gas tax expiration—in other words, a greater incentive than any to get a new act passed. Up for ongoing discussion, as mentioned above, is Transportation Enhancements funding and whether or not it will be part of the new bill.

The NAT GAS (New Alternative Transportation to Give Americans Solutions) Act (HR1380)

Updates at 10/21/11: No change at this time; has been referred to the Subcommittee on Energy and Power of the Committee on Energy and Commerce and the House Science, Space and Technology Committee.

Update at 4/13/11: Santa Cruz METRO’s Alternative Fuel Tax Credit for CNG fuel (50 cents per gallon equivalent tax credit) has now been rolled into the NAT GAS Act (HR1380). This bill extends the credit through 2016. The bill has bipartisan support.

Attachment A

House Resolution 5 (H.R. 5)

Update at 10/21/11: We are still monitoring potential effects of HR5, which will probably be seen after the FY12 budget is authorized and appropriations commence within the next few weeks. How funds are appropriated will indicate the potential impact of HR5.

Update at 1/18/11: In a secret caucus held on January 4th, House GOP members held an unrecorded vote on a proposed Rules package. Passed in this package was H.R. 5, a separation of the authorization and appropriations processes in regard to infrastructure (such as transit) funding. What this means to transit is that, for the first time in decades, the transparency of the authorization process driving the appropriations process is lost.

American Infrastructure Investment Fund Act of 2011 (S 936)

Update at 10/21/11, 10/5/11, 8/16/11: No change at this time. Read twice. Upstaged by the President's Jobs Bill.

Update at 5/19/11: Senators Rockefeller (D-WV) and Lautenberg (D-NJ) introduced this act to create a \$5 billion fund to drive private investment in transportation infrastructure. This allows better leveraging of federal funds for infrastructure investments, using a variety of means (loans, loans guarantees) to encourage private, regional, state and federal investment and authorizes \$5 billion a year for 2012 and 2013. It is intended to also provide states with greater flexibility for the types of projects they may fund with federal dollars.

ATTACHMENT B

Federal Bills House	Subject	Introduced	Status
MAP-21 (Moving Ahead for Progress in the 21st Century = New name for long-term surface transportation act) (Mica-R-FL; Boxer, D-CA)	<p>Because of time spent on the debt ceiling issue, as well as time lost on other legislation such as the FAA reauthorization bill (due in part to the insertion of some anti-Labor provisions), on September 13th, the House passed the eighth extension of SAFETEA-LU through March 31, 2012. The President introduced his "Jobs Bill" in September which put emphasis on infrastructure projects as a key to job creation. A long-term act is not expected until next year.</p> <p>The budget is being considered in "mini-buses" which are in lieu of one large spending bill, which would be called an omnibus. The CR to fund government at FY11 levels (with a few tweaks) expires on 11/18/11. The House's "Ryan proposal" included a 30% cut to transportation, no gas tax increase, and dismantling of entitlements. On May 25, the Senate voted it down. The debt ceiling vote increased the debt limit by \$2.4 trillion in 10 years. These cuts are backloaded, so may not immediately occur and may be impacted by future Congresses. The 12-member bipartisan panel tasked with an additional \$1.5 trillion in cuts over 10 years began meeting in early September--if they don't reach agreement, certain triggered cuts across the board will go into effect.</p>	Being marked up in early November	<p>Extensions were passed through 11/18/11 for the entire government, and 3/31/12 for SAFETEA-LU. What remains to be seen is what happens when House appropriators make their recommendations (a 38% cut in transportation funding) and whether or not consensus can be reached with the Senate on this and other appropriations bills needing to be finished by the end of session.</p>
Federal Budget FY12	<p>The budget is being considered in "mini-buses" which are in lieu of one large spending bill, which would be called an omnibus. The CR to fund government at FY11 levels (with a few tweaks) expires on 11/18/11. The House's "Ryan proposal" included a 30% cut to transportation, no gas tax increase, and dismantling of entitlements. On May 25, the Senate voted it down. The debt ceiling vote increased the debt limit by \$2.4 trillion in 10 years. These cuts are backloaded, so may not immediately occur and may be impacted by future Congresses. The 12-member bipartisan panel tasked with an additional \$1.5 trillion in cuts over 10 years began meeting in early September--if they don't reach agreement, certain triggered cuts across the board will go into effect.</p>	Week of 4/4/11	<p>Transportation spending is on the table at the time of the writing of this report, so will be reported next month. The Senate version keeps FY12 spending at current levels. Continue to expect the rest of the FY12 budget battle to fire up leading into the November 23rd deadline for the "Joint Select Committee on Deficit Reduction's" recommendations.</p>
HR 1380: New Alternative Transportation to Give Americans Solutions Act (NAT GAS Act) (Sullivan, R-OK)	Promotes the use of natural gas as fuel with an emphasis on heavy-duty and fleet vehicles, and includes various credits and incentives to promote production and use of such vehicles and fueling stations/pumps and discretionary/competitive grants for development of new technologies re: natural gas vehicles.	4/6/2011	<p>Since this bill was authored by a Republican, it is "hot" right now as a place to look for alternatives to the President's Jobs Bill (see below). 4/6/11: Referred to House Energy & Commerce Committee's subcommittee on Energy and Power and the House Committee on Science, Space and Technology.</p>

ATTACHMENT B

Federal Bills	Subject	Introduced	Status
<p>S936: American Infrastructure Investment Fund Act of 2011 (Rockefeller, D-WV)</p>	<p>Creates \$5 billion fund to drive private investment in transportation infrastructure in 2012 and 2013, creates leveraging ability at both federal and state levels for transportation projects.</p>	<p>5/10/2011</p>	<p>Easily unstaged by the President's Jobs Bill. Introduced in Senate Science, Commerce and Transportation Committee on 5/10/11, read twice @ 8/16/11.</p>
<p>S1660: American Jobs Act of 2011 (Reid, D-NV)</p>	<p>The legislation includes the following job-creating provisions: payroll tax exemption for previously unemployed workers; employer credit of \$1,000 for every new employee that works at least a year; closing of various tax loopholes, creation of small-business loan programs, and provisions to convert tax credit bonds to Build America Bonds. For transportation, the bill includes a transfer of \$19.5 billion from the General Fund to the HTF to finance infrastructure job-creating projects and halts the repayments that the HTF makes to the General fund for tax-exempt users of the highway program (including transit). The bill extends some unemployment benefits, and extends expiring health care provisions. The bill is financed by various IRS code adjustments and changes designed to raise \$9 billion, tightens standards and credits for biofuels (raising \$24 billion); some basically incomprehensible changes to the Economic Substance Doctrine (\$5 billion) and a reduction in the Medicare Improvement Fund worth \$8 billion.</p>	<p>9/12/2011</p>	<p>This is the President's "Jobs Bill" which is in the process of being debated section by section. The whole bill cannot be passed as is. However, many components are things that the GOP has agreed with in the past and now that the GOP Presidential "primary season" has been moved up to January, it may behoove the party to actually enact at least some parts of the legislation.</p>
<p>S1648: A bill to Terminate the Transportation Enhancements Program (Paul, R-KY)</p>	<p>This legislation is, as it is titled, a bill to terminate the Transportation Enhancements (TE) program, which funds things like bicycle and pedestrian related projects, etc., and redirect the funding to "emergency infrastructure repairs" that enhance "roads and bridges." Co-sponsored by Senate Minority Leader Mitch McConnell (R-KY), who says, "Kentuckians are tired of financing every turtle tunnel and solar panel company, and not using the funds to repair our bridges and roads."</p>	<p>10/3/2011</p>	<p>In Senate Environment and Public Works Committee; Senator John McCain (R-AZ) also picked this up and ran with it last week, railing against bike paths through national parks, etc. His amendment was canned.</p>

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager / IT Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH GIRO, INC. TO THE HASTUS LICENSE AND AGREEMENT IN THE AMOUNT OF \$197,890 FOR APPROVED CUSTOMIZATIONS, ONSITE GO-LIVE SUPPORT VISITS, REMOTE SUPPORT SESSIONS, AND ANNUAL MAINTENANCE COVERING ALL OF 2012, AND PART OF 2013.

I. RECOMMENDED ACTION

Consideration of authorizing the General Manager to execute a contract amendment with GIRO, Inc. to the Hastus License and Agreement in the amount of \$197,890 for approved customizations, onsite go-live support visits, remote support sessions, and annual maintenance covering all of 2012, and part of 2013.

II. SUMMARY OF ISSUES

- On September 15th, 2009, METRO executed a contract amendment with Giro Inc. for Hastus License and Services Agreement to both upgrade existing software modules from version 2006 to version 2009, and acquires new modules for dispatch and planning functions.
- In the first half of 2010, the Hastus 2009 upgrade and training was completed.
- From September 2010 to February 2011, the majority of software specification was completed.
- In March of 2011, the Board approved contract amendments #3 and #4 to cover respectively the removal of and credit for the Hastinfo module and cover required customizations to Bid & Daily modules with no dollar change in the contract amount.
- In April of 2011, the Board approved contract amendment #5 to cover required customizations of remaining modules and additional features and services required.
- By the end of September 2011, the final onsite Daily Dispatch training visit with Giro was successfully completed, and the implementation calendar was finalized.
- In October 2011, staff has worked with Giro to re-evaluate all additional customizations identified throughout the project, and establish all costs for requested additional customization and support (both remote and onsite), into Giro contract amendment #6 (Attachment A), which allocates all remaining ARRA project funds, including Annual Maintenance for all of 2012, and part of 2013, by the project completion date of February 17, 2012.

- Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Giro, Inc. for the Hastus License and Services Agreement in the amount of \$197,890 for: approved customizations, onsite go-live support visits, remote support sessions scheduled as needed, and annual maintenance covering all of 2012, and part of 2013.

III. DISCUSSION

On September 15th, 2009, METRO executed a contract amendment with Giro Inc. for Hastus License and Services Agreement to both upgrade existing software modules from version 2006 to 2009, and acquires new modules for dispatch and planning functions. The contract is paid for entirely by ARRA federal stimulus funds. After completion of the Bid and Daily Dispatch Specifications in early February 2011, the Hastinfo module in the agreement was found to be non-critical due to the implementation of Google Transit, and additional customization was necessary to the Bid & Daily modules components.

On March 11th, the Board approved contract amendments #3 and #4, to respectively remove Hastinfo and pay for required customizations to Bid & Daily modules with no dollar change in the contract amount.

On April 8th, the Board approved contract amendments #5 covering customization of all dispatch-related modules under contract: Sign In/Out, Employee Performance Monitor(EPM), and Employee Self-Service. This amendment consists of Vehicle Withdrawal Web Services module, additional non-operator employee license tracking, and modifications to Sign-out, Employee Performance Monitor, and Bid Monitor. Vehicle Withdrawal module provides the foundation for real-time integration between the MaintStar Fleet Maintenance System and Hastus. This integration will allow vehicle swaps between Operations and Fleet dead-list preventing them from being mistakenly assigned. Employee Performance Monitor module customization will help track all licensed operators. The addition of non-operator employees for license tracking will be needed for alerting Operations staff daily to all pending license issues per driver and track their operations. Bid Monitor module modification will add the ability to display on screen or web browser the biddable shifts available during the bidding process.

By late September 2011, the final onsite Daily Dispatch training visit with Giro was successfully completed, and the implementation calendar was finalized as:

- 10/24/11 to 12/07/11: Individual training sessions of all Metro Supervisors by Metro Staff on Hastus Dispatch Procedures.
- 11/30/11 to 12/06/11: Operator Bidding for Winter Service conducted in Hastus and also entered into legacy system.
- 12/08/11 to 01/18/12: (3 consecutive payperiods) Parallel payroll testing against existing Qquest time and attendance system.
- 01/09/12 to 01/12/12: Giro pre-launch support visit onsite at Operations.

- 01/19/12 to 02/17/12: legacy system deactivated and Hastus project close out. Operator Self-Serve (password-protected view of details of an operator's upcoming scheduled work) is made available to Operators from any web browser and provided kiosks both in ready-room at Operations and upstairs at Metro Center.

In October 2011, staff worked with Giro to re-evaluate all additional dispatch customizations identified throughout the project and tracked on Giro's Change Request Registry. The customization to the Rider module (survey analysis), to import GFI boarding data and calculate NTD Passenger Miles by the approved random sampling method is also included. Cost for all approved customizations was established, as well as cost for requested support (both remote sessions and an onsite go-live visit), into Giro contract amendment #6 (See Attachment A), which also allocates all remaining ARRA project funds, including Annual Maintenance for all of 2012, and part of 2013, by the project completion date of February 17, 2012.

The following are the included items in the amendment #6:

- Modifications to Hastus-Daily (\$61,325)
- Remote Training Sessions (\$18,135)
- On-site training Sessions (\$7,980)
- Rider/Checker Customization (\$33,450)
- Annual Maintenance for 2012 and part of 2013 (\$77,000)

With the current schedule of different modules completing at different times, the annual maintenance for each module does not commence until each module is complete. By January 1, 2013, all modules will be complete and prorated to a concurrent annual basis. Estimated annual maintenance for 2013 is \$72,000.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Giro, Inc. for the Hastus License and Services Agreement in the amount of \$197,890 for: approved customizations, onsite go-live support visits, remote support sessions scheduled as needed, and Annual Maintenance covering all of 2012 and part of 2013.

IV. FINANCIAL CONSIDERATIONS.

Funds are available in the ARRA federal stimulus funds. No local funds are used.

V. ATTACHMENTS

Attachment A: GIRO Proposal for Amendment #6

Prepared by:

Harlan I. Glatt, Sr. Database Administrator

Modified by

Frank L. Cheng, Project Manager & IT Manager

AMENDMENT NO. 6 TO THE HASTUS LICENSE AND SERVICES AGREEMENT
(Reference number: 617)

BETWEEN:

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

AND:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, having its principal place of business at 110 Vernon Street, Santa Cruz, California, USA 95060-2101.

In Schedule "A", item 5, an amount of \$197,890 US is added for additional services. Conditions of payment for this amount are as follows:

Miscellaneous modifications to HASTUS-Daily (55 days)

Reference: GIRO's "Proposal for additional customization to HASTUS 2009 customized for SCMTD" attached to this amendment

Amount: \$61,325 US

Conditions of payment: 100% upon delivery of those modifications

Remote training sessions (13 days)

Reference: GIRO's "Proposal for remote sessions training" attached to this amendment

Amount: \$18,135 US

Conditions of payment: - 50% at completion of 13 training sessions
- 50% upon completion of all 26 training sessions

On-site training session (4 days)

Reference: GIRO's "Proposal for on-site visit and training by GIRO's team at SCMTD" attached to this amendment

Amount: \$7,980 US

Conditions of payment: 100% upon completion of on-site training

Rider/Checker customization (30 days)

Reference: GIRO's "Proposal for additional customization to Rider and Checker modules" attached to this amendment

Amount: \$33,450 US

Conditions of payment: 100% upon delivery of Rider and Checker customized module

Maintenance fees for Year 2012 and partial maintenance fees for Year 2013

Amount: \$77,000 US

Conditions of payment: - \$29,023 US payable on January 1, 2012
- \$47,977 US payable on February 17, 2012

IN WITNESS WHEREOF the parties hereto have executed this amendment:

**GIRO Inc./Le Groupe en Informatique
et Recherche Opérationnelle**

Santa Cruz Metropolitan Transit District

By

By

Name: Daniel Dubuc

Name: _____

Title: Director, Finances

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Duly authorized, as he so declares.

Duly authorized, as he/she so declares.



October 14, 2011

Mr. Harlan Glatt
Senior Database Administrator
Santa Cruz Metro Transit District
110 Vernon Street
Santa Cruz, CA 95060
USA

Subject: Proposal for additional customization to *HASTUS 2009* customized for SCMTD

Dear Mr. Glatt:

As per your request for a series of additional features in *HASTUS 2009*, customized for SCMTD, please find below our proposal.

Description

Modifications are described in the table below.

Delivery schedule

Once the acceptance of this proposal received, the implementation of this feature will be integrated in the current project plan and delivered on September 17, 2011 (delivery of the customized version).

Once GIRO receives the acceptance of this proposal and your Purchase Order number, GIRO will require 16 weeks to deliver the new software version.

Approval is required by October 31, 2011 in order to deliver modifications before February 17, 2012. Modifications will be delivered in 2 releases (at mutually agreed dates).

Cost summary

Description	Number	Cost
Exchange or Hang Up attribute for car blocks (ref: GSD-27624-7QRZ91).	3 days	\$ 3,345
Automate assignment of Days Off and XB when Hold-down are cancelled (ref.:GSD-27608-1RLRRY). As per Specifications for <i>DailyCrew&DailyVehicle</i> .	6 days	\$ 6,690
IWC meal break reinforcement (ref.: GSD-27606-DCRNBF). SCMTD will be able to list all the employees violating IWC meal break law. Point employees will not be listed except those assigned within 30 minutes. New attributes (columns in the list) will be available at the Workday level to allow the dispatchers to manually flag Employee workdays as Eligible for IWC premium. IWC rules: <ul style="list-style-type: none"> ■ ADT/RDO and MTG absences/activities are considered as time worked, all other absences are considered as rest time. ■ 1st 4 hours of working time, 0h10 of rest break must be given to the operator. ■ After 5h00, a meal break of at least 35 minutes must be given. ■ Then, the second part of the shift can last 6h00 if the day ends after 6h00. Otherwise, an additional 0h30 minute paid break must be given. ** No automatic warning will be displayed.	7 days	\$ 7,805
Security by users for pay instructions in Abs10 (ref.: GSD-27605-M750L7) The <i>Manage Absences</i> window will be customized to only allow the Daily Planner or Payroll Specialist to specify pay instructions.	3 days	\$ 3,345
The spread DURATION value must be rounded up to a pair number when returned in a payroll code (ref.: GSD-27600-6YX7VJ): Spread duration must be divisible by 2. When not, the duration must be added 0h01. It applies on all Spread codes (SPREAD, TRAINING SP, VTT SP, ADT SP, etc), except XSP.	2 days	\$ 2,230
Be able to filter the Summary Employee Work Calendar to retrieve workweeks that qualify for Hold-down bid (ref.:GSD-27594-RHTLWZ) Rules: 5 consecutive vacations or BHL/GLOA absences. Days Off do not break the sequence. Any type of holiday breaks the sequence.	4 days	\$ 4,460
Automatic performance actions creation every night (ref.; GSD-27588-ZT8P7D). Every night, be able to run a program that will automatically create Performance Actions to process for new rule violations (call-stop, miss-out, absence policy).	3 days	\$ 3,345
Automatic calculation of the due date should ignore days Off and Holidays (GSD-27586-D5K775). Automatic due date calculation based on the employee follow-up type (refer to Section 5.4 of the EPM specifications) currently counts calendar dates instead of working days (week-end and holidays excluded). Day after Thanksgiving is considered as a business day.	2 days	\$ 2,230
Annual Leave vs. RDO OT/DT (ref.; GSD-26901-3WLW6B) According to a revised version of Considered as Time work for OT on RDO column of the Absence table in the Specifications for <i>DailyCrew&DailyVehicle</i> .	3 days	\$ 3,345
Validation that would prevent Shift Changes (Any or Private) from being entered as Effective (ref.: GSD-26461-NNLL9X).	1 day	\$ 1,115

Description	Number	Cost
<p>Log sign attempt in HUA when sign is blocked because of unacknowledged employee messages (ref. : GSD-25854-VRR4K2)</p> <p>This modification will log <i>HASTUS</i> User Action Logs when the Sign-in or Sign-Out is blocked because of an expired employee message of <i>IMPORTAN</i> type.</p>	6 days	\$ 6,690
<p>User Action Log for commands in the Overtime list (ref.:GSD-25592-XL48KM)</p> <p>As per Specifications for <i>DailyCrew&DailyVehicle</i>.</p>	3 days	\$ 3,345
<p>Wdy shift numbers should not return the position number for an employee assigned to a XB position (ref.: GSD-25557-D8RM6S)</p> <p>The shift number represents the roster position the employee is assigned to.</p> <p>Currently an employee assigned to an Extra board roster position still has a position number: the one related to his XB roster. Will return NULL Extra-board employee is pending assignment.</p>	2 days	\$ 2,230
<p>Automatically update the Vacation Status (Confirmed/Not counted) for HD employees with new days Off (ref.: GSD-25554-X28HW0)</p> <p>The calculation of the Vacation Status (Confirmed/Not counted) will be adapted to take into account new days OFF of Hold-down employees. Therefore the calculation of Vacation quotas will take into account new days OFF/XB availabilities of Hold-down employees :</p> <ul style="list-style-type: none"> ■ During pay weeks of replacement period for Replacements with Acquired Rights (ex.: Vacation replacements). ■ During the pay week that already started/or after the Wednesday schedule past in the <i>Planning</i> phase for Replacements with No Acquired Rights (ex. SICK Absence replacements). <p>The recalculation of the vacation quotas will not be triggered automatically when you assign or remove a hold-down employee. The recalculation of the vacation quotas will be launched by the user once the Hold-down assignment is completed (additional step in the Hold-down procedure).</p> <p>The vacation balance is re-imported every day and vacation quotas are automatically re-calculated during the import process.</p>	5 days	\$ 5,575
<p>OT list rest time (8h00, not 10h) (ref.: GSD-25542-SYD937).</p> <p>A valid assignment for an employee on the Overtime list must respect only 8h00 of rest time, not 10h00.</p> <p>At anytime, for work assigned on employee day Off, <i>HASTUS</i> will validate 8 hour rest time (10hour rest time validation will never be displayed for those employees). For selected employee on the Overtime list, valid work will be shown taking into account the 8 hour rest.</p>	5	\$ 5,575
<p>Total</p>	55 days	\$ 61,325

Table 1 – Cost summary

Conditions

1. Costs are in US dollars and exclude any applicable taxes or duties, for which SCMTD will be responsible.
2. Costs are based on 2011 rate (\$ 1,115 US per day).
3. PO # for the total amount is required before the implementation can begin.
4. Full payment upon delivery of the enhanced software.
5. This offer is valid until October 31, 2011.

We trust that the enclosed information is to your satisfaction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Anna Bragina
Senior Project Manager
anna.bragina@giro.ca

AB/AC

GIRO-SCMTD-PROP-TCOST-Additional features-20111014



October 17, 2011

Mr. Harlan Glatt
Senior Database Administrator
Santa Cruz Metro Transit District
110 Vernon Street
Santa Cruz, CA 95060
USA

Subject: Proposal for remote sessions training

Dear Mr. Glatt:

As requested, here is the cost estimate for remote training on different modules of *HASTUS 2009*.

The training will be given via GoTo Meeting sessions. One (1) day of remote training is equivalent to two (2) sessions of three (3) hours. GIRO requires two (2) days notice before scheduling a training session.

All remote sessions must take place before February 17, 2012.

Description

Three (3) days (equivalent to six sessions) will be reserved for scheduling training.

Ten (10) days (equivalent to twenty sessions) will be reserved for refresher training on *Daily-Crew*, *Daily-Vehicle*, *SelfService* and *EPM*, and their use at SCMTD.

Some of those three-hour sessions could also be used to review SCMTD procedures and re-training on the OIG tool and attribute formulas.

SCMTD will be calling at GIRO during those GoTo Meeting sessions.

Cost Summary

Description	Amount
Scheduling remote training (6 sessions → 3 days @ \$1,395/day)	\$ 4,185
Dispatch remote training (20 sessions → 10 days @ \$1,395/day)	\$13,950
Total	\$18,135

.../2

Conditions

1. A maximum of eight (8) participants is allowed per training session.
2. Costs are in US Dollars and exclude any applicable taxes or duties, for which SCMTD would be responsible.
3. SCMTD must pay in US Dollars per day (based on 2011 rate). PO # for the total amount is required to confirm this training session.
4. The proposed payment schedule is 50% of the payment after the first 13 sessions, and the other 50% upon completion of the training.
5. This offer is valid until November 30, 2011.

We trust that the enclosed information is to your satisfaction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Lyne Senécal
Assistant Director, Public Transit Software
Lyne.Senecal@giro.ca

giro-scmt-d-prop-tcost-remote sessions training-20111017



October 20, 2011

Mr. Harlan Glatt
Senior Database Administrator
Santa Cruz Metro Transit District
110 Vernon Street
Santa Cruz, CA 95060
USA

Subject: Proposal for on-site visit and training by GIRO's team at SCMTD

Dear Mr. Glatt:

As per your request, please find enclosed the cost estimate for GIRO's visit to provide on-site support and training during the implementation of *HASTUS-Daily* modules.

The on-site visit should take place before February 17, 2012.

The tentative dates are from January 9 to 12, 2012.

Description

SCMTD wishes to add a four-day (4) visit for on-site support and training during the *HASTUS-Daily* deployment.

Cost Summary

Description	Cost
On-site training (4 days @ \$1,445/day)	\$ 5,780
Daily expenses (4 days @ \$300/day)	\$ 1,200
Transportation costs (1 person @ \$1,000/person)	\$ 1,000
Total	\$ 7,980

.../2

75, rue de Port-Royal Est
Bureau 500
Montréal (Québec)
Canada H3L 3T1

+1 514 383 0404
+1 514 383 4971
www.giro.ca
info@giro.ca

6-9.a8

Conditions

1. A maximum of eight (8) participants is allowed per training session.
2. Costs are in US Dollars and exclude any applicable taxes or duties, for which SCMTD would be responsible.
3. SCMTD must pay in US Dollars per day (based on 2012 "discounted" rate). PO # for the total amount is required to confirm this training session.
4. Daily expenses and transportation costs are always billable to the client. Total expenses are a fixed amount of \$2,200.
5. The proposed payment schedule is full payment upon completion of the training.
6. This offer is valid until January 3, 2012.

We trust that the enclosed information is to your satisfaction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Anna Bragina
Senior Project Manager
Anna.Bragina@giro.ca

AB/AC

giro-scmtd-prop-tcost-daily on-site training-20111017



October 20, 2011

Mr. Harlan Glatt
Senior Database Administrator
Santa Cruz Metro Transit District
110 Vernon Street
Santa Cruz, CA 95060
USA

Subject: Proposal for additional customization to *Rider* and *Checker* modules

Dear Mr. Glatt:

As per your request for additional customization to *Rider* and *Checker* modules dated August 2011, please find below our proposal for implementing the requested modification to your *HASTUS 2009* installation.

Description

A detailed description of the requested modifications is provided in Appendix A.

Following the on-site visit of Oct 17-20, 2011, it was decided that no additional changes would be done to Appendix A.

This proposal also includes the addition of user-defined fields for each date in the scheduling unit calendar. The number and values to be determined following the analysis of the NTD and GFI reports.

Delivery schedule

Once GIRO receives the acceptance of this proposal and your choice of payment method (modification days or Purchase Order number), GIRO will require 12 to 15 weeks to deliver the new software version. Note that the new software version will be delivered no later than February 17, 2012.

.../2

Cost summary

Cost description	Cost
Cost for analysis, development, and test (30 days @ \$1,115) ¹	\$33,450
Version preparation and delivery	Included
Total	\$33,450

Table 1 – Cost summary

Note:

1. Costs can be covered using available modification days.

Conditions

1. All costs are in US dollars and are exclusive of any taxes or levies.
2. Costs are based on 2011 rate (\$ 1,115 US per day).
3. The proposed payment schedule is full payment upon delivery of the enhanced software.
4. The offer is valid until November 30, 2011.

We trust that the enclosed information is to your satisfaction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Lyne Senécal
 Assistant Director, Public Transit Software
Lyne.Senecal@giro.ca

ENCL.

GIRO-SCMTD-PROP-TCOST-Rider_Checker customs-20111017



Appendix A

1. NTD and Supplementary information on trips

1.1. Random Survey generation summary

NTD surveys are selected “randomly” in a two step process.

1. Determine sample size per route for the fiscal year that is from July 1st to June 30th (i.e. 4 trip surveys of Route 10 in FY2012). This can be done outside of *HASTUS*.
2. At the beginning of a new booking, randomly select surveys by Date, Route, and Trip (i.e. 2011-09-28, Route 10, Trip 8:25am), which is then tracked to check that the sample size is met (i.e. 1 of the 4 Route 10 surveys is now complete)

1.2. New user-defined on route

A new user-defined field will be created on route to keep the number of trips to survey per fiscal year.

1.3. Random trip selection

A new *Choose Random Trips* command will be created to get NTD surveyed trips. This command will be accessible from a vehicle schedule.

Selection of NTD trips will be done one booking at a time. Using the new window, an interval of dates will be specified for which to get trips. By default, this interval will correspond to current schedule’s booking start and end dates. Validations can be done on selected dates if required. Another field will represent the number of trips to pick per week. The default number of trips to pick will be set to 2.

The *Build Random Trip List...* button will build and open a list of randomly chosen trips. A date is assigned to each of the selected trip.

The randomly chosen trips will be saved into the new ‘**Survey trip**’ table by clicking on a *Save* button in the *Choose Random Trips* window. Note that a *Save* button will be added to standard *Choose Random Trips* command that will be used for supplementary surveyed trips.

A list of trip will be created to indicate how many trips have already been chosen for each route during the current fiscal year. This will allow you to complete the minimum number of trips required for each route. To do so, use workings sets to run the random trip selection on specific subset of trips.

1.4. Checker assignments

Two new trip attributes will be created to help choose trips that will be part of checker assignments. One attribute will indicate if the trip has been chosen for NTD or supplementary surveys and the other one will represent the date assigned to the trip for NTD survey.

1.5. New Survey trip table

Column name	Type	Description
Trip internal number	TripNo_t	Identifies a trip
Route id	Route_t	Identifies a route
Date	Date	Date when trip has to be surveyed
NTD	Boolean	Indicates if trip has to be surveyed for NTD
Supplementary	Boolean	Indicates if trip has to be surveyed for Supplementary

2. NTD report

2.1. GFI monthly route import

GFI information will be imported monthly in new GFI Ridership table.

A new window will be created to import GFI information into GFI Ridership table. This window will be accessible from any vehicle schedule under Ridership menu. It will be similar to *Import Measurements* window. SCMTD will the file to import. The file will contain one record per route, each field separated by a comma.

Revenue and Ridership by Route file

```
"Route","Ridership", "mm/dd/yyyy"
```

```
10,34137,01/01/2011
```

Meaning: Route 10 has 34,137 total boarding for January 2011.

Note that no route length is needed.

2.2. New GFI Ridership table

Column name	Type	Description
Route id	Route_t	Identifies a route.
Boarding	Integer	Total boarding for the route during the month.
Date	Date mm/dd/yyyy	Start date of the month for which boarding were recorded.

2.3. NTD report goal

This report will be generated using the interface generator window.

GFI information will be used to make calculations and output a new report that will contain the following information. Two (2) different reports will be available: one for Hwy 17, and another one with all routes except Hwy 17.

(Source: Daily Scheduling)	Nbr of days	Weekdays	Saturdays	Sundays	Annual Total
All Fixed Route	ann brdgs	253	51	56	360
non-hwy 17	ann brdgs	4,807,647	510,990	427,308	5,745,945
	% brdgs	4,566,285	481,841	396,715	5,444,841
		83.67%	8.89%	7.44%	100.00%

Unlinked Passenger Trips	LINE 18	19,003	10,019	7,631	5,745,945
Passenger Miles		30,458,668	3,214,988	2,647,553	36,321,209
Typical Daily Pmiles	LINE 20	120,390	63,039	47,278	36,321,209

Nbr of days: defined using the calendar.

% brdgs: All Fixed Route ann brdgs / All Fixed Route Annual Total

Unlinked Passenger Trips: All Fixed Route ann brdgs / Nbr of days

Passenger Miles (Saturday and Sunday): % of day type in year (calculated using proportions from calendar) * System estimated annual pass-mi

Passenger Miles (Weekday): System estimated annual pass-mi - Passenger Miles (Saturday and Sunday):

Typical Daily Pmiles: Passenger Miles / Nbr of days

System estimated annual pass-mi: Estimated pass-mi, excluding Hwy 17 route + Hwy 17 estimated pass-mi

Estimated pass-mi, excluding Hwy 17 route: R-local * Sum(J)

Hwy 17 estimated pass-mi: R-hwy17 * (J) for Hwy 17

R-local: Sum(H) / Sum(G)

R-hwy17: (H) for Hwy17 / (G) for Hwy17

Information that correspond to SysPassMiles sheet from NTD 2010.xls document

(A) Stratum	(B) rt length	(C) annual trips operated	(D) avg ons	(E) xbar = avg ons * rt length	(F) ybar = avg Pmiles	(G) annual trips * xbar	(H) annual trips * ybar	(I) annual brdgs	(J) annual brdgs * rt length
03	8,74	3 289	9,0	78,66	28,51	258 712,74	93 769,39	38 267	334 451,62

(A) **Stratum :** Route id: will have minimum of one survey per route per survey year

(B) **Rt length :** average of known length of each trip surveyed per route (source: Ridecheck). We will use average of surveyed trip distances.

(C) **Annual trips operated:** (Source: Daily Scheduling). Reporting Year 7/1 to 6/30 of following year

- (D) **Avg ons** : request in new table on Ridership information for a specific route and interval of date. Result is divided by the number of records found. (source: Ridecheck)
- (E) **xbar = avg ons * rt length**
- (F) **ybar = avg Pmiles** : For each trip surveyed, the cumulative sum of trip_segment_length * passengers_on_board leads to a passenger_mile figure per survey, which would be averaged. To be analyzed in more details in order to get the information accordingly. May need more input from SCMTD during that analysis.
- (G) **annual trips * xbar**
- (H) **annual trips * ybar**
- (I) **annual brdgs** : request in new table on Ridership information for a specific route and interval of date. Replace Riders sheet (NTD 2010.xls). (Source: GFI Monthly Ridership Import)
- (J) **annual brdgs * rt length**

3. GFI ridership report

This report represents boardings of surveyed trips per route and month.

New GFI Ridership table will be used to get this information.

A new report will be created to allow printing this information.

Route	Jul	Aug	Sep	...	Jun	TOTAL
3	3 131	3 238	3 426	...	3 407	38 267
4	6 047	5 002	4 571	...	4 609	55 136
7	2 246	1 526	1 048	...	1 391	13 938
9	248	271	529	...	302	4 635
10	15 805	13 061	19 661	...	21 052	316 820
12A			324	...	438	8 718
13			4 888	...	4 348	112 537
15			20 319	...	13 566	381 413
16	30 946	26 495	59 725	...	52 237	935 084
19	10 017	8 494	17 374	...	17 293	278 407
...	21 648	301 104
TOTAL	335 537	315 226	452 122	563 819	391 966	5 745 944

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager / IT Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR SUPPORT MAINTENANCE OF TRAPEZE PASS, PASS-CERT, PASS IVR(CALLBACKS), IVR(CANCEL/CONFIRM), AND VOICE GENIE MODULES IN THE AMOUNT OF \$18,448.00 WITH EXPIRATION DATE OF JUNE 30, 2012.

I. RECOMMENDED ACTION

Consideration of authorizing the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for Support Maintenance of Trapeze PASS, PASS-CERT, PASS IVR (Callbacks), PASS IVR (Cancel/Confirm), and Voice Genie modules in the amount of \$18,448.00 with expiration date of June 30, 2012.

II. SUMMARY OF ISSUES

- Trapeze Software Group, Inc. is the developer for software utilized by METRO to track ParaCruz ADA clients and create driver runs.
- The current Trapeze software being used includes PASS, PASS-CERT, PASS IVR(Callbacks, PASS IVR (Cancel/Confirm), and Voice Genie modules.
- A Support Maintenance contract is needed to continue 24 hour, 7 days a week support.
- Trapeze Software Group, Inc. is the only company that can provide support maintenance for the software and modules METRO is currently using on a daily basis.

III. DISCUSSION

Trapeze Software Group, Inc. is the developer for software utilized by METRO to track ParaCruz ADA clients and create driver runs. The current Trapeze software being used includes PASS, PASS-CERT, PASS IVR(Callbacks, PASS IVR (Cancel/Confirm), and Voice Genie modules. Staff requested Trapeze Software Group, Inc. to provide quotes to align the support maintenance contract with METRO's current fiscal year ending on June 30, 2012.

The following are the Trapeze module descriptions:

- PASS is for 8 workstations and can have up to 400 booked trips. (\$9,424.00)
- PASS-CERT can have up to 1725 Registered Clients. (\$1,949.00)
- PASS IVR (Callbacks) can have up to 400 booked trips. (\$2,610.00)
- PASS-IVR (Cancel/Confirm) can have up to 400 booked trips. (\$2,323.00)
- Voice Genie can have up to 6 lines. (\$2,142.00)

A Support Maintenance contract is needed to continue 24 hour, 7 days a week support. Other features available with Support Maintenance contract are access to standard documentation, online training courses, product upgrades, newsletter, and many more.

Staff has reviewed and recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for Support Maintenance of Trapeze PASS, PASS-CERT, PASS IVR (Callbacks), PASS IVR(Cancel/Confirm) and Voice Genie modules in the amount of \$18,448.00 with expiration date of June 30, 2012.

IV. FINANCIAL CONSIDERATIONS.

Funds have been allocated in the FY12 IT Budget.

V. ATTACHMENTS

NONE

Prepared by:
Frank L. Cheng, Project Manager & IT Manager

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: October 28, 2011

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following
Matter: Café Lena

Request of Tenant for Decrease in Rent Amount: Café Lena

On August 26, 2011, in closed session you authorized the General Manager to execute an Amendment to the Lease Agreement which decreased the rent for Café Lena to \$500.00 for the first year effective October 1, 2011, but allowed for CPI increases every year thereafter beginning October 1, 2012. The following directors authorized the settlement: Directors Alejo, Bryant, Bustichi, Dodge, Hagen, Graves, Leopold, Pirie, Robinson and Stone. Director Hinkle was absent. Pursuant to this direction, both parties executed an Amendment to Lease Agreement.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: October 28, 2011

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following
Matter: Café Lena

Request of Tenant for Decrease in Rent Amount: Café Lena

On August 26, 2011, in closed session you authorized the General Manager to execute an Amendment to the Lease Agreement which decreased the rent for Café Lena to \$500.00 for the first year effective October 1, 2011, but allowed for CPI increases every year thereafter beginning October 1, 2012. The following directors authorized the settlement: Directors Alejo, Bryant, Bustichi, Dodge, Hagen, Graves, Leopold, Pirie, Robinson and Stone. Director Hinkle was absent. Pursuant to this direction, both parties executed an Amendment to Lease Agreement.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 14, 2011
TO: Board of Directors
FROM: John Daugherty, METRO Accessible Services Coordinator
SUBJECT: ACCESSIBLE SERVICES REPORT FOR JULY 2011

I. RECOMMENDED ACTION

This report is informational only. No action required.

II. SUMMARY OF ISSUES

- After a demonstration project, the Accessible Services Coordinator (ASC) position became a full time position to organize and provide METRO services to the senior/older adult and disability communities.
- Services include the METRO Mobility Training program and ongoing public outreach promoting METRO's accessibility. The ASC also participates in METRO's staff training and policy review regarding accessibility.
- Two persons have served in the ASC position from 1988 to today. In 2002 the ASC position was moved into the newly created Paratransit Department. On May 27, 2011 the Board approved the staff recommendation to receive monthly reports on the activity of the ASC.

III. DISCUSSION

The creation of the Accessible Services Coordinator (ASC) position was the result of a successful demonstration project funded through the Santa Cruz County Regional Transportation Commission. Two persons have served in the ASC position from 1988 to today. Both hiring panels for the ASC included public agency representatives serving older adults and persons with disabilities.

Under direction, the Accessible Services Coordinator: 1) Organizes, supervises, coordinates and provides METRO services to the older adult and disability communities; 2) Organizes, directs and coordinates the activities and operation of METRO's Mobility Training function; 3) Promotes and provides Mobility Training and outreach services; 4) Acts as information source to staff, Management, funding sources, funding sources, clients, community agencies and organizations, and the general public regarding Mobility Training and accessibility; 5) Works with Department Managers to ensure compliance with METRO's accessibility program and policies.

During 2002 the ASC position was moved from Customer Service to the newly created Paratransit Department.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

On May 27, 2011 the Board approved the following recommendation: “Staff recommends that this position be reinstated in FY 12 budget with the requirement that this position be evaluated during FY12 to make sure the service items that are being requested by the Community are being carried out by this position. Additionally, staff recommends that this position be required to provide a monthly activity report to the Board of Directors during FY12.”

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Accessible Services Coordinator (ASC) Activity Tracking Report for July 2011

Prepared by: John Daugherty, METRO Accessible Services Coordinator
Date Prepared: September 16, 2011

Attachment A

Accessible Services Coordinator (ASC) Activity Tracking Report for July 2011

What is Mobility Training?

Mobility Training is customized support to allow access to METRO services. It can include:

- **An Assessment:** The ASC meets the trainee to assess the trainee's capabilities to use METRO services. They discuss the trainee's experience using public transit and set goals for training sessions.
- **Trip Planning:** Practice to use bus route schedules, maps, online resources and other tools to plan ahead for trips on METRO fixed route and METRO ParaCruz services. All Mobility Training includes some trip planning.
- **Boarding/Disembarking Training:** Practice to board, be secured, and then disembark (get off) METRO buses. This training has been requested by persons using walkers, wheelchairs, scooters and service animals. The training session includes work with an operator and out of service bus and lasts three to five hours.
- **Route Training:** Practice using METRO buses to travel to destinations chosen by trainees. The training session includes practice on handling fares, bus riding rules and emergency situations. One training session can take two to eight hours. One or two sessions to learn one destination is typical. The number of training sessions varies with each trainee.

There was progress with training 17 individuals:

- **Eight individuals were new referrals:** Two persons referred by their counselor started route training. Two persons referred themselves; The ASC left phone messages to share information. Four persons were referred by the Eligibility Coordinator and received phone calls from the ASC. Assessment of their needs is not complete.
- **Training with seven individuals is almost complete:** July activity included checking on whether further training is needed and preparation to close their files.
- **Training for two individuals is ongoing:** Both persons have been assessed. One person has completed two route training sessions, another person just one. The number of training sessions needed to complete training is unknown.

Attachment A

Training Overview:

- Amount of time dedicated to training sessions and follow up activity: 45 hours
- Tracking of scheduled appointments vs. cancelled:
Four appointments scheduled, no appointments cancelled

Highlights of Other Activity - Outreach performed in the community:

- July 29 Pedestrian Safety Work Group meeting
- One presentation set up for August; confirmation of other presentations pending

Meetings are usually scheduled for two hours. Total ASC time spent includes preparation for the meeting, the meeting itself and follow up activity. ASC activity for each meeting can take four to nine hours.

The total audience for one July meeting is four persons. Questions on METRO service varied. Information was provided during meetings and follow up phone calls.

Requests from the community:

- There were 17 individual contacts in person and/or over the phone. Most contacts regarded the status of training sessions (setting up sessions or cancelling sessions).
- There were also contacts because persons asked for transportation options with METRO service.
- There were also contacts to prepare for and follow up outreach activity.
- One individual requested assistance regarding securement of his wheelchair. His needs were met with online research and phone calls.
- One presentation (East Cliff Village Apartments) was requested and then scheduled for August 1. Presentations invite the audience to use METRO bus service. The ASC describes accessible features of METRO bus service including free training. An overview of METRO bus and METRO ParaCruz service is provided along with answers to questions from the audience.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Robert Cotter, Maintenance Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH AAA FENCE COMPANY, INC. TO PROVIDE AND INSTALL WROUGHT IRON FENCING AT THE 425 FRONT STREET LOT FOR AN AMOUNT NOT TO EXCEED \$22,669

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with AAA Fence Company, Inc, to provide and install wrought iron fencing at the 425 Front Street lot for an amount not to exceed \$22,669 and designate Robert Cotter, Maintenance Manager as Contract Administrator.

II. SUMMARY OF ISSUES

- The parking lot at 425 Front Street requires wrought iron fencing to cut down pedestrian traffic through the parking lot and limit METRO liability where buses frequently travel. The wrought iron fencing specified will match the décor of the Pacific Garden Mall.
- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for Santa Cruz METRO's review. Staff has reviewed all submitted bids.
- Staff recommends that the Board of Directors authorize the General Manager to execute a contract with AAA Fence Company, Inc. to provide and install wrought iron fencing at the 425 Front Street parking lot for an amount not to exceed \$22,669.

III. DISCUSSION

The parking lot at 425 Front Street requires fencing to cut down pedestrian traffic through the lot and limit METRO's liability where buses frequently travel. The wrought iron fencing specified will match the décor of the Pacific Garden Mall.

On August 26, 2011 Santa Cruz METRO Invitation for Bid No. 12-04 was mailed to twenty-nine contractors, was legally advertised, and a notice was posted on Santa Cruz METRO's web site.

On October 12, 2011 bids were received and opened from three firms. The apparent low bidder and second low bidder were deficient in bid documentation requirements and were declared unresponsive. Staff, consisting of Erron Alvey, Acting Purchasing Agent and Lloyd Longnecker, Retired Purchasing Agent, have reviewed and evaluated all submitted bids and determined that the bid received from AAA Fence Company, Inc. was the lowest, responsive, responsible bidder. A list of firms and a summary of the bids received are provided in Attachment A.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with AAA Fence Company, Inc. to provide and install wrought iron fencing at the 425 Front Street lot for an amount not to exceed \$22,669. Contractor will provide all equipment and materials meeting all Santa Cruz METRO specifications and requirements of the contract, and the Contract Administrator will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the FTA grant CA-03-0730 and Maintenance budget for facilities repair/improvement.

V. ATTACHMENTS

Attachment A: List of Bidders and Bid Summary

Attachment B: Contract with AAA Fence Company, Inc.

Prepared By: Erron Alvey, Acting Purchasing Agent
Date Prepared: October 19, 2011

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

Attachment A

Bid Results for IFB 12-04 Wrought Iron Fence Project

Bids Opened on October 12, 2011 at 2:00 PM

BIDDER	BASE BID	BID WITH CORE DRILLING AND SETTING OF POSTS	NOTES
Crusader Fence Co., Inc Rancho Cordova, California	\$19,600	\$21,569	Bid did not include answers to questions 2, 3, 4, 5, 9, 10, 11, 12, and 13 on Bid Document II – Statement of Bidder’s Qualifications, Experience, Financial Viability, and Ability & Project Capacity
Interstate Fence Company, Inc. San Jose, California	\$19,997	\$22,457	Bid did not include any answers to questions 1 through 13 on Bid Document II – Statement of Bidder’s Qualifications, Experience, Financial Viability, and Ability & Project Capacity
AAA Fence Co., Inc Santa Clara, California.	\$22,669	\$24,500	All documentation complete

Attachment B

CONTRACT TO PROVIDE AND INSTALL WROUGHT IRON FENCING AT 425 FRONT STREET, SANTA CRUZ, CALIFORNIA No. 12-04

THIS CONTRACT is made effective on October 28, 2011 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and AAA FENCE COMPANY, INC. ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

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

1.02 Santa Cruz METRO's Need For to Provide and Install Wrought Iron Fencing at 425 Front Street, Santa Cruz, California

Santa Cruz METRO requires Provide and Install Wrought Iron Fencing at 425 Front Street Santa Cruz, California. In order to obtain said Provide and Install Wrought Iron Fencing at 425 Front Street, Santa Cruz, California, Santa Cruz METRO issued an Invitation for Bids, dated August 26th, 2011 setting forth specifications for Provide and Install Wrought Iron Fencing at 425 Front Street. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the Santa Cruz METRO and whose principal place of business is 2746 Scott Blvd, Santa Clara, California. Pursuant to the Invitation for Bids by the Santa Cruz METRO, Contractor submitted a bid for Provision of said Provide and Install Wrought Iron Fencing at 425 Front Street, Santa Cruz, California, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On October 28, 2011 Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide and install wrought iron fencing at 425 Front Street, Santa Cruz, California. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

Santa Cruz 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 Part III, Section 13.14 of the General Conditions of the Contract.

Attachment B

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 12-04" dated August 26th, 2011 (2 volumes) including Addendum No. 1 dated September 30, 2011.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to Santa Cruz METRO to provide and install wrought iron fencing at 425 Front Street, Santa Cruz, California as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed 60 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract shall commence upon the execution of the contract by Santa Cruz METRO and shall remain in force for one (1) Calendar year after the date of commencement specified in the Notice to Proceed. Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

4. SCOPE OF WORK

4.01

Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 12-04 dated August 26th, 2011 to provide and install wrought iron fencing at 425 Front Street. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

4.02

Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have

Attachment B

the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$22,669 for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$22,669 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

5.03 Retention of progress payments

Santa Cruz METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

Attachment B

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
 3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the

Attachment B

Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
 1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner Operated Equipment: When owner operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Attachment B

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
 2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
 3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry.

Attachment B

The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Overhead and Profit Allowance
Labor.....	33 percent
Materials	15 percent
Equipment.....	15 percent

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

Attachment B

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
 2. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
 3. Survey error by Santa Cruz METRO.
 4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
 5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to

Attachment B

foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.

6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated

Attachment B

materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

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

Attention: General Manager

CONTRACTOR

AAA Fence Company, Inc.
2746 Scott Blvd.
Santa Clara CA 95742

Attention: President

Attachment B

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

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

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – AAA FENCE COMPANY, INC.

By _____
Scott R. Hutchings
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

Prepared by: Sherri Escobedo, Administrative Assistant
Date Prepared: October 28, 2011



EMPLOYEE LONGEVITY AWARDS

CERTIFICATE OF APPRECIATION – 10 YEARS

The Board of Directors proudly presents this Certificate of Appreciation and 10 year Service Pin for the completion of 10 years of service between 2001 and 2011 to:

Robyn D. Slater

Human Resources Manager

Efrain U. Hernandez

Vehicle Service Worker II

CERTIFICATE OF APPRECIATION – 15 YEARS

The Board of Directors proudly presents this Certificate of Appreciation for the completion of 15 years of service between 1996 and 2011 to:

Maria P. Hernandez

Customer Service Representative

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

Resolution No. 11-10-03

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is adopted:

**A RESOLUTION OF
APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF
DELORIS LAUTNER
AS A RESERVATIONIST
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Deloris Lautner to serve in the position of Reservationist, and

WHEREAS, Deloris Lautner served as a member of the Operations Department, Paratransit Division, of the Santa Cruz Metropolitan Transit District for the time period of October 9, 2004 to September 25, 2011, and

WHEREAS, Deloris Lautner provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Deloris Lautner served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the citizens of Santa Cruz County by Deloris Lautner resulted in safe, reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time that Deloris Lautner served in the position of Reservationist, METRO expanded service, developed new facilities, purchased new equipment, improved ridership, and enhanced the alternative transportation options for the residents of Santa Cruz County, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Deloris Lautner and,

WHEREAS, Deloris Lautner passed away on September 25, 2011.

NOW, THEREFORE, BE IT RESOLVED, that in recognition of service and commitment, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby posthumously commend Deloris Lautner for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to the Family of Deloris Lautner and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 28th day of October 2011 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

ELLEN PIRIE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Tove Beatty, Grants/Legislative Analyst

SUBJECT: CONSIDERATION OF ADOPTING A REPLACEMENT RESOLUTION AT THE REQUEST OF CALTRANS AUTHORIZING THE GENERAL MANAGER TO REQUEST A LETTER OF NO PREJUDICE (LONP) AND SIGN NECESSARY AGREEMENTS WITH THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) AND CALTRANS IN ORDER TO PROCEED WITH THE PURCHASE OF 11 NEW FIXED-ROUTE CNG-FUELED BUSES WITH LOCAL SALES TAX MATCHING FUNDS, IF NECESSARY, PRIOR TO CTC ALLOCATION OF STATE AND LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDING

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a replacement Resolution at the request of Caltrans authorizing the General Manager to request a Letter of No Prejudice (LONP) and sign necessary agreements with the California Transportation Commission (CTC) and Caltrans in order to proceed with the purchase of 11 new fixed-route CNG-fueled buses with local sales tax matching funds, if necessary, prior to CTC allocation of State and Local Partnership Program (SLPP) funding.

II. SUMMARY OF ISSUES

- On October 4, 2010, Santa Cruz METRO received a FTA §5309 State of Good Repair (SGR) discretionary grant for the purchase of 11 fixed-route, CNG-fueled buses in the amount of \$4,830,600.
- The buses are ADA-compliant, and the FTA match is 17%, or \$989,400. Of this, \$134,535 is capitalized preventative maintenance labor, leaving a cash match of \$854,865. The cash match is being met with programming and allocation requests to the CTC for \$427,432 in State and Local Partnership Program (SLPP) funds, which require an equal 50% transit-dedicated sales tax cash match of \$427,433.
- Approximately \$5.060 million is available to Santa Cruz METRO through SLPP. To date, it has not been accessed due to the high sales tax cash match requirement (50%). However, despite bond sales over the years since the establishment of the program and despite Caltrans' well-documented reserves, Caltrans maintains that this particular pot of bond revenue is currently empty.

- Staff believes that the ongoing challenges at the state level are such that job-creating, economically necessary Proposition 1B projects (such as those in the PTMISEA and SLPP programs) cannot proceed due to being delayed by multiple, last-minute administrative exercises from Caltrans.
- Santa Cruz METRO's request for programming of SLPP was approved on the September 15th CTC agenda and the request for allocation of funds was on the October agenda. CTC staff both recommended the allocation and, in seeming contradiction, issued a subsequent deferral.
- Santa Cruz METRO has been requested to modify the Board's Resolution of October 14, 2011 to reflect that adequate local sales tax funds are on hand to cover the *entire* required match, including the SLPP component of \$427,432, and must request a Letter of No Prejudice (LONP) in order to proceed with rolling stock acquisition on schedule.
- Authorizing the attached Resolution will allow the General Manager to request an LONP and sign necessary agreements with CTC and Caltrans in order to proceed with the purchase of 11 fixed-route CNG-fueled buses with State and Local Partnership (SLPP) matching funds prior to CTC allocation and with the caveat that Santa Cruz METRO will only use local sales tax funds to meet this requirement until such time that the 50% reimbursement from SLPP is received.

III. DISCUSSION

On October 4, 2010, Santa Cruz METRO received a FTA §5309 State of Good Repair (SGR) discretionary grant for the purchase of 11 fixed-route, CNG-fueled buses for \$4,830,600. The buses are ADA-compliant, and the FTA match is 17%, or \$989,400. Of this, \$134,535 is capitalized preventative maintenance labor, leaving a required cash match of \$854,865. The cash match is being met with programming and allocation requests submitted to the CTC on August 3rd for \$427,432 in State and Local Partnership Program funds, which require an equal 50% transit-dedicated sales tax cash match of \$427,433 from Santa Cruz METRO. The CTC staff recommendation was that Santa Cruz METRO should receive the allocation. However, this was followed by a subsequent recommendation that the allocation be deferred.

Approximately \$5.060 million is available to Santa Cruz METRO through SLPP. To date, it has not been accessed due to the high sales tax cash match requirement (50%). However, despite bond sales over the years since the establishment of the program and despite Caltrans' well-documented reserves, Caltrans maintains that this particular pot of bond revenue is currently empty. Santa Cruz METRO believes that this position is illustrative of the ongoing challenges at the state level which mire down job-creating, economically necessary, Proposition 1B projects (such as those in the PTMISEA and SLPP programs). Simply put, these projects cannot get off the ground due to being bogged down by Caltrans' administrative burdens.

Santa Cruz METRO has adequate local sales tax revenue on hand to provide for both the SLPP amount (\$427,432) and the local match (\$427,433). If SLPP funds are deferred despite the staff recommendation, CTC asks that agencies request a Letter of No Prejudice (LONP) and have a “Plan B.” In this case, Santa Cruz METRO will use sales tax revenue for this purpose and this local source of cash match is available at this time.

Santa Cruz METRO’s request for programming of SLPP was approved on the September 15th CTC agenda and the request for allocation of funds was on the October agenda. As stated, CTC staff recommended allocating SLPP funds, however the allocation will now be deferred. Requesting an LONP allows METRO to proceed without an immediate allocation and receive reimbursement once the allocation is approved at a later date, ensuring matching funds are secured before contracts are signed and money is obligated on this time-sensitive project, which is expected to be a piggyback bid with a contract in place by December 31, 2011.

Authorizing the attached Resolution will allow the General Manager to request an LONP and sign necessary agreements with CTC and Caltrans in order to proceed with the purchase of 11 fixed-route CNG-fueled buses—if necessary, prior to CTC allocation—and with the use of local sales tax funds as the source of the local match.

IV. FINANCIAL CONSIDERATIONS

CTC approval of Santa Cruz METRO’s programming of \$427,432 in SLPP funds and an LONP will allow the FY10 FTA §5309 State of Good Repair project for the purchase of 11 fixed-route, CNG-fueled, ADA-compliant buses to proceed on schedule. Santa Cruz METRO has adequate local transit-dedicated sales tax revenues to cover the entire match until such time that the SLPP portion can be reimbursed by the CTC.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Request a Letter of No Prejudice (LONP) and Sign Necessary Agreements with the California Transportation Commission (CTC) and Caltrans in Order to Proceed with the Purchase of 11 New Fixed-Route CNG-Fueled Buses, using State and Local Partnership Program funds and/or local sales tax revenues, if necessary, prior to CTC Allocation

*Prepared by: Tove Beatty, Grants/Legislative Analyst
Prepared on: October 18, 2011*

ATTACHMENT A

Resolution No. "33/32/24"

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO REQUEST A LETTER OF NO PREJUDICE (LONP) AND SIGN NECESSARY AGREEMENTS WITH THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) AND CALTRANS IN ORDER TO PROCEED WITH THE PURCHASE OF 11 NEW FIXED-ROUTE CNG-FUELED BUSES WITH LOCAL SALES TAX MATCHING FUNDS, IF NECESSARY, PRIOR TO CTC ALLOCATION OF STATE AND LOCAL PARTNERSHIP (SLPP) FUNDING

WHEREAS, Santa Cruz METRO received a FTA Section (§) 5309 State of Good Repair (SGR) discretionary grant for the purchase of 11 fixed-route, CNG-fueled buses in the amount of \$4,830,600 on October 4, 2010 ; and

WHEREAS, the equipment is ADA-compliant, so the required matching funds are 17% of the total project cost, or \$989,400; and

WHEREAS, \$134,535 of the required match is met with capitalized preventative maintenance labor, and the remaining match needed is \$854,865; and

WHEREAS, Santa Cruz METRO has submitted project programming and allocation requests to the California Transportation Commission (CTC) for \$427,432 in State and Local Partnership Program (SLPP) funds which must be matched with an equal amount of local transit-dedicated sales tax revenue (\$427,433); and

WHEREAS, Santa Cruz METRO has adequate local sales tax revenue on hand for the purposes of the total cash match, if needed; and

WHEREAS, Santa Cruz METRO's project programming request was approved on the CTC September agenda, the allocation request was on the October agenda, and despite the CTC staff recommendation to fund Santa Cruz METRO's request, it has been deferred; and

WHEREAS, it is now necessary for Santa Cruz METRO to request a Letter of No Prejudice (LONP) from the CTC in order to proceed without an allocation and receive reimbursement from SLPP funds once the allocation is approved; and

WHEREAS, as the CTC requests an expenditure schedule for the project covered by any LONP, Santa Cruz METRO is scheduled to obligate funds and sign contracts by December 31, 2011, with all buses being delivered by December 31, 2012; and

WHEREAS, as CTC requests that an alternate funding source (“Plan B”) be in place if SLPP bond funds are not available for allocation, Santa Cruz METRO has more than adequate local sales tax revenue on hand to cover the entire required cash match;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to request a Letter of No Prejudice (LONP) and sign necessary agreements with the California Transportation Commission (CTC) and Caltrans in order to proceed with the purchase of 11 new fixed-route CNG-fueled buses with local sales tax matching funds, if necessary, prior to CTC allocation of State and Local Partnership Program (SLPP) funds.

PASSED AND ADOPTED this 28th Day of October, 2011 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Robert Cotter, Maintenance Manager

SUBJECT: CONSIDERATION OF AWARD TO CONTRACT FOR PURCHASE AND INSTALLATION OF INFRARED I.S. NATURAL GAS SENSORS AND LEL REMOTE CALIBRATION ADAPTOR KITS WITH COATS CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$64,750

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract for the purchase and installation of infrared I.S. natural gas sensors and LEL remote calibration adaptor kits with Coats Construction Company for an amount not to exceed \$64,750 and designate Robert Cotter, Maintenance Manager as Contract Administrator.

II. SUMMARY OF ISSUES

- The gas sensors currently installed in the maintenance building are in need of replacement. Maintenance personnel cannot test or troubleshoot the sensors without renting a scissor/boom lift to access the sensors. The new sensors and remote calibration kits will allow Maintenance personnel to test and calibrate the sensors from ground level.
- A competitive procurement was conducted to solicit bids from qualified firms for the purchase and installation of infrared I.S. natural gas sensors and LEL remote calibration adaptor kits for Santa Cruz METRO's Fleet Maintenance building.
- One firm submitted a bid for Santa Cruz METRO's review. Santa Cruz METRO maintenance and purchasing staff have reviewed the submitted bid.
- Staff recommends that the Board of Directors authorize the General Manager to execute a contract for the purchase and installation of infrared I.S. natural gas sensors and LEL remote calibration adaptor kits with Coats Construction Company in the amount of \$64,750.

III. DISCUSSION

Santa Cruz METRO has a need for the purchase and installation of infrared I.S. natural gas sensors and LEL remote calibration adaptor kits for the Fleet Maintenance building. On September 1, 2011, Invitation for Bid No. 12-12 was mailed to twenty (20) contractors, posted on Santa Cruz METRO's website, and was legally advertised. On October 14, 2011, one bid was received and opened. Santa Cruz METRO staff, comprised of Erron Alvey, Acting Purchasing

Agent and Lloyd Longnecker, Retired Purchasing Agent, evaluated the bid and determined it to be fair and reasonable. Sole bid analysis was required due to only one bid being received.

Santa Cruz METRO staff is recommending that a contract in the amount of \$64,750 be established with Coats Construction Company for the purchase and installation of infrared I.S. natural gas sensors and LEL remote calibration adaptor kits with Coats Construction Company in the amount of \$64,750. Contractor will provide all materials and services meeting all Santa Cruz METRO specifications and requirements of the contract, and the Contract Administrator will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

Funding to support this contract is included in the PTMISEA funds.

V. ATTACHMENTS

Attachment A: Contract with Coats Construction Company

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

Prepared By: Erron Alvey, Acting Purchasing Agent
Date Prepared: October 19, 2011

Attachment A

CONTRACT FOR THE PURCHASE AND INSTALLTION OF INFRARED I.S. NATURAL GAS SENSORS AND LEL REMOTE CALIBRATION ADAPTOR KITS No. 12-12

THIS CONTRACT is made effective on October 28, 2011 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and COATS CONSTRUCTION COMPANY ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

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

1.02 Santa Cruz METRO's Need For the Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits

Santa Cruz METRO requires The Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits. In order to obtain said The Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits, the Santa Cruz METRO issued an Invitation for Bids, dated September 1st, 2011 setting forth specifications for The Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the Santa Cruz METRO and whose principal place of business is 2659 Pick Fair Lane, Livermore, California. Pursuant to the Invitation for Bids by the Santa Cruz METRO, Contractor submitted a bid for Provision of said The Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On October 28, 2011, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits at the building located at 138 Golf Club Drive, Santa Cruz, CA. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

Santa Cruz 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

Attachment A

any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 12-12" dated September 1st, 2011.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to Santa Cruz METRO for the Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed 60 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract shall commence upon the execution of the contract by Santa Cruz METRO and shall remain in force for one (1) Calendar year after the date of commencement specified in the Notice to Proceed. Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

4. SCOPE OF WORK

4.01

Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 12-12 dated September 1st 2011 for the Purchase and Installation of Infrared I.S. Natural Gas Sensors and LEL Remote Calibration Adaptor Kits. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

Attachment A

4.02

Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor \$64,750 as identified in the Bid Form, Exhibit B, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$64,750 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

5.03 Retention of progress payments

Santa Cruz METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain

Attachment A

more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
 - 3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
 - 1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
 - 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 - 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 - 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

Attachment A

1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Attachment A

- E. Owner Operated Equipment: When owner operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
 2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
 3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to

Attachment A

conform to these requirements may impact the Contractor's ability to receive proper compensation.

5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Overhead and Profit Allowance
Labor.....	33 percent
Materials	15 percent
Equipment.....	15 percent

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

Attachment A

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
 2. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
 3. Survey error by Santa Cruz METRO.
 4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
 5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst,

Attachment A

cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.

6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated

Attachment A

materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

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

Attention: General Manager

CONTRACTOR

Coats Construction Company
2659 Pick Fair Lane
Livermore CA 94551

Attention: Jim Coats

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no

Attachment A

representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

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

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – COATS CONSTRUCTION COMPANY

By _____
Jim Coats
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Robert Cotter, Maintenance Manager
SUBJECT: CONSIDERATION OF AWARD TO CONTRACT FOR RENOVATION OF PACIFIC STATION LANE 4 AWNING WITH COATS CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$96,705

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract to provide renovation of Pacific Station Lane 4 Awning with Coats Construction Company and designate Robert Cotter, Maintenance Manager as Contract Administrator.

II. SUMMARY OF ISSUES

- The awning structure on Lane 4 of the Pacific Station is deteriorating and in need of replacement. A competitive procurement was conducted to solicit bids from qualified contractors.
- One firm submitted a bid for Santa Cruz METRO's review. Santa Cruz METRO staff has reviewed the sole bid.
- Staff is recommending that the Board of Directors authorize the General Manager to execute a contract to provide renovation of the Pacific Station Lane 4 Awning with Coats Construction Company in an amount not to exceed \$96,705.

III. DISCUSSION

Santa Cruz METRO has a need to renovate the Pacific Station Lane 4 Awning which is deteriorating and in need of replacement. On September 1, 2011, Invitation for Bid No. 12-13 was mailed to nineteen (19) construction contractors, posted on two building trades websites, posted on Santa Cruz METRO's website, and was legally advertised. Only one bidder attended the pre-bid conference. On October 17, 2011, one bid was received and opened. Santa Cruz METRO staff consisting of: Robert Cotter, Maintenance Manager; Sheldon Njaa, Supervisor of Facilities Maintenance; Erron Alvey, Acting Purchasing Agent; and Lloyd Longnecker, Retired Purchasing Agent evaluated the bid and determined the bid to be fair and reasonable. Sole bid analysis was required due to only one bid being received.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Coats Construction Company to renovate the Pacific Station Lane 4 Awning for an

amount not to exceed \$96,705. Contractor will provide all materials and services meeting all Santa Cruz METRO specifications and requirements of the contract, and the Contract Administrator will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the FY12 Capital Budget and the bus stop improvement budget.

V. ATTACHMENTS

Attachment A: Contract with Coats Construction Company

Prepared By: Erron Alvey, Acting Purchasing Agent
Date Prepared: October 19, 2011

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

Attachment A

CONTRACT FOR PACIFIC STATION LANE 4 AWNING RENOVATION PROJECT No. 12-13

THIS CONTRACT is made effective on October 28, 2011 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and COATS CONSTRUCTION COMPANY ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

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

1.02 Santa Cruz METRO's Need for renovation of the lane 4 awing at Pacific Station.

Santa Cruz METRO requires renovation of the lane 4 awing at Pacific Station. In order to obtain said work for renovation of the lane 4 awing at Pacific Station, the Santa Cruz METRO issued an Invitation for Bids, dated September 1, 2011 setting forth specifications for the renovation of the lane 4 awing at Pacific Station. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the Santa Cruz METRO and whose principal place of business is 2659 Pick Fair Lane, Livermore, California. Pursuant to the Invitation for Bids by the Santa Cruz METRO, Contractor submitted a bid for Provision of said renovation of the lane 4 awing at Pacific Station, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On October 28, 2011 Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said renovation of the lane 4 awing at Pacific Station. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

Santa Cruz 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 Part III, Section 13.14 of the General Conditions of the Contract.

Attachment A

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 12-13" dated September 1, 2011.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to Santa Cruz METRO for Pacific Station Lane 4 Awning Project as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed 60 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract shall commence upon the execution of the contract by Santa Cruz METRO and shall remain in force for one (1) Calendar year after the date of commencement specified in the Notice to Proceed. Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

4. SCOPE OF WORK

4.01

Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 12-13 dated September 1st 2011 the Pacific Station Lane 4 Awning Project. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

4.02

Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have

Attachment A

the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$96,705 for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$96,705 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

5.03 Retention of progress payments

Santa Cruz METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

Attachment A

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
 3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
 2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the

Attachment A

Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

1. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 2. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner Operated Equipment: When owner operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Attachment A

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
 2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
 3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry.

Attachment A

The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Overhead and Profit Allowance
Labor.....	33 percent
Materials	15 percent
Equipment.....	15 percent

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

Attachment A

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO caused delays to a controlling item of work and Contractor caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
 2. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
 3. Survey error by Santa Cruz METRO.
 4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
 5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to

Attachment A

foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.

6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated

Attachment A

materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

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

Attention: General Manager

CONTRACTOR

Coats Construction Company
2659 Pick Fair Lane
Livermore CA 94551

Attention: Jim Coats

Attachment A

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

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

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – COATS CONSTRUCTION COMPANY

By _____
James Coats
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011
TO: Board of Directors
FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager
SUBJECT: CONSIDERATION OF ACCEPT AND FILE OF THE FISCAL YEAR END MONTHLY BUDGET STATUS REPORT FOR JUNE 30, 2011 AND APPROVAL OF THE JUNE 2011 BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors accept and file the fiscal year end monthly budget status reports for June 30, 2011, and approve the June 2011 budget transfers.

II. SUMMARY OF ISSUES

- The attached preliminary monthly revenue and expense reports (**Attachment A**) represent the status of the FY11 budget, as of June 30, 2011, the end of the fiscal year. The numbers presented in the report are preliminary, since all accounting adjustments have not yet been completed via the final audit due later this calendar year.
- **Operating Revenue** for the year (preliminary) totaled \$33,298,097. This is 5% or \$1,642,991 over the amount of Operating Revenue expected during the fiscal year based on the final budget adopted June 25, 2010
- **One-Time / Non-Operating Revenue** in the amount of \$5,076,242 was received.
- **Operating Expense** for the year (preliminary) totaled \$36,019,569. This is -3% or \$1,259,748 below the amount of Operating Expense expected during the fiscal year based on the final budget adopted June 25, 2010
- **Non-Operating Expenses** are expenses that are not associated with the main or core operations of Santa Cruz METRO. These are non-cash accounting entries and therefore are not budgeted, and are not included in the Consolidated Operating Report attached. These expenses are explained in more detail below.
- **Capital Improvement Program** expenditures for the year were \$10,708,435 or 76% of the total Capital budget of \$14,002,085.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to inform the Board of Directors regarding Santa Cruz METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the preliminary status of Santa Cruz METRO's FY11 budget as of June 30, 2011.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

The fiscal year has elapsed **100%**.

A. Operating Revenues

Operating Revenues are \$1,642,991 or 5% over the amount we expected to receive for the fiscal year, based on the final budget adopted by the Board in June 2010. Detailed operating revenue variances are discussed in the attached notes to the report. Some of the larger variances are:

- **Passenger Fares** were \$255,361 or 8% over budget for the year. Fares were budgeted to decrease slightly by -0.7% as the result of service reductions implemented for the Fall 2010 bid; ridership exceeded expectations as gas prices soared past \$4.00 a gallon between March and June 2011.
- **Special Transit Fares** were \$223,727 or 7% over budget for the year. Fares were budgeted to remain flat with a 0% increase due to the service reductions implemented in the Fall 2010 bid; ridership exceeded expectations as gas prices soared past \$4.00 a gallon between March and June 2011.
- **Interest Income** earned was \$75,768 or 131% over the amount budgeted. The amount budgeted was based on the County Treasurer's estimated rate of 0.25%, while the actual rate paid was 0.59%.
- **Other Non-Transportation Revenue** - was over budget by \$102,878 or 1286% due to auction proceeds received from the sale of assets declared as excess including five (5) non-revenue / service vehicles; one (1) New Flyer bus, nine (9) Paratransit vehicles and the Chance Trolley shelter.
- **Sales Tax Revenues** were \$1,069,774 or 8% above the amount budgeted for the year. A conservative increase of 1% was projected for FY11, in response to the significant decline in sales tax receipts the prior fiscal year that resulted in a -12% budget variance in FY10.

B. One-Time / Non-Operating Revenues

One-Time and Non-Operating Revenue in the amount of \$5,076,242 was received.

- **FTA Sec 5309 ARRA Operating** – \$270,000 was received and used; this represents the second and final installment of the \$475,000 grant. This funding source became available as part of the American Reinvestment and Recovery Act of 2009.
- **State Transit Assistance (STA)** - \$2,801,550 was received in September 2010, and used in the operating budget. Governor Brown signed a temporary suspension of efficiency standards that currently allows STA to be used in the operating budget through 6/30/15. Prior to this exemption, STA funds could only be used for capital expenditures.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

- **FTA Small Transit Intensive Cities (STIC)** – \$1,202,159 was used in the operating budget. Prior to FY11, STIC funding was allocated to the capital budget to fund the Metrobase capital project.
- **IRS Alternative Fuel Tax Rebate** - \$802,533 was received during FY11. Of that amount, \$526,735 was earned for FY11 while \$275,803 was paid retroactively for the 1st and 2nd quarter of calendar year 2010 when the IRS code was reauthorized. \$0 was budgeted for FY11. At the time the budget was prepared, the code provisions that authorize these credits had expired on December 31, 2009. Under current law, this incentive expires December 31, 2011.

C. Operating Expenses

Total preliminary operating expenses are under budget by \$1,259,748 or -3% for the year. There are no significant departmental overruns and total expenses are below the amounts budgeted for the year. Budget variances are explained in the attached notes and reports, with the most significant variances explained below. Final operating expenses *may* change, if there are any accounting adjustments during the final audit in October.

- **Personnel Expense** – Overall Labor & Fringe Benefits came in slightly under budget by \$167,527 or -1%.
 - **Labor Expense** was under budget by \$585,974 or -4% due to vacant funded positions, and extended unpaid leaves.
 - **Fringe Benefits** expense was over budget by \$418,446 or 3% primarily due to a 17% increase in medical insurance rates effective January 2011; increased employer contribution rates for SDI and SUI effective January 2011, and higher worker's compensation costs.
- **Services** came in under budget by \$450,641 or -17%; variances include:
 - **Professional Technical** – was under budget by \$84,573 or -40% primarily due to unspent funds budgeted for risk management related activities, unspent labor negotiations expenses, and fewer arbitration fees.
 - **Legal Services** – was under budget by \$51,633 or -94%. Outside legal expense is budgeted, but only spent if needed.
 - **Repairs – Equipment** – was under budget by \$112,083 or -19% due to funds budgeted for repairs to equipment that has exceeded its estimated useful life; those budgeted repairs were deferred.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

- **Repairs – Revenue Vehicles** – was under budget by \$77,573 or -17%. Fewer repairs were required than anticipated due the replacement of 27 Paratransit vehicles funded with the FTA ARRA grant.
- **Other Materials & Supplies** - was under budget by \$130,801 or -37%; variances include:
 - **Printing** – was under budget by \$55,989 or -56% due to ongoing reductions in the number of Headways being printed; and the reduced need for (bulk) bus pass printing due to the new GFI Odyssey fareboxes.
 - **Office Supplies** – was under budget by \$23,729 of -28% due to cost cutting measures currently in place in all departments.
- **Utilities** - were under budget by \$73,933 or -14% primarily due to Telecommunications expense coming in under budget by \$65,988 or -38% due to the elimination of the Xora phone expense combined with efficiencies achieved with the purchase of the new VOIP phone system last fiscal year.
- **Casualty & Liability** – was under budget by \$215,733 or -27%; variances include:
 - **Physical Liability and Physical Damage (PL & PD)** - was under budget by \$79,583 or -15% due to the 2010 Retrospective Adjustment distribution approved by the CalTIP Board in April 2010.
 - **Repairs to District Property** – was over budget by 100%. This is an unbudgeted line item, due to the uncertainty of whether the claims issued will be paid. Payments were collected in the amount of \$100,570 this year, while payments collected for the same period last fiscal year were only \$29,743.
- **Purchased Transportation** – was under budget by \$46,287 or -19% due to the following:
 - The negotiated 5% reduction in annual contractual cost in the taxi contracts.
 - Fewer employees on extended leaves.
 - Increased efficiencies with the introduction of the raised top vans (towards the end of the fiscal year) with an increased capacity for carrying two wheelchairs at a time.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

- The Cabrillo Stroke Center moved to a more centralized location.
- **Misc.** – was under budget by \$107,512 or -41%; variances include:
 - **Employee Incentive Program** – was under budget by \$24,877 or -72% due to the cancellation of the Holiday Party and other activities being suspended.
 - **Employee Training** – was under budget by \$25,279 or -45% with reduced attendance at seminars and training events; primarily due to vacant unfunded positions and extended leaves which make it difficult for employees to be out of the office.
 - **Travel** – was under budget by \$50,048 or -58% due to less travel throughout the year and fewer meetings with legislators and government officials in Washington D.C., San Francisco, and Sacramento.

D. Non-Operating Expenses

Non-Operating Expenses for the year were \$2,704,515. Non-operating expenses are non-cash accounting entries that are not presented in these financial reports:

- Incurred but not Reported (**IBNR**) **Worker's Compensation Losses** - The annual accounting entry for the IBNR was \$44,419. Governmental Accounting Standards Board (GASB) Statement #10 requires Santa Cruz METRO to accrue a liability on its financial statements for the ultimate cost of claims and expenses associated with all reported and unreported worker's compensation claims. The liability amount was calculated by Bickmore Risk Services in the May 2010 report, as part of an Actuarial Review of the Self-Insured Worker's Compensation Program, which is updated every three (3) years.
- An entry to the liability for the added cost due to the implementation of **GASB 45** related to Retiree Health Liabilities "other post employment benefits" (OPEB) - Santa Cruz METRO was required to implement GASB 45 with the FY09 reporting cycle. GASB 45 requires state and local governments to report their costs and financial obligations of "other post-employment benefits" (OPEB) other than pension on the annual financial statements. These costs currently include medical, dental, and vision benefits. GASB 45 requires Santa Cruz METRO to accrue a liability on its financial statements for the Annual Required Contribution (ARC) less the pay-as-you-go-cost. The amount of the accounting entry was \$2,269,704 for FY11. The OPEB liability was calculated by Total Compensation Services, Inc. as part of an Actuarial Study of Retiree Health Liabilities, in a report dated July 2010. This actuarial study is

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

required to be updated every two (2) years, or whenever plan changes cause a material change in accrual costs and / or liabilities. A new study will be required during FY12

- Annual **Depreciation** of district funded capital assets was \$390,392

These non-cash accounting entries will be included as part of the Audited Financial Statements, although they are not included with this report.

E. Capital Improvement Program

Preliminary expenses for the capital improvement program total \$10,708,435 for the year. Some of the capital projects will be carried over to FY12 to be completed, including the IT - Hastus portion of the FTA American Recovery and Reinvestment Act (ARRA) project; the 2nd CNG Tank project; the Bus Stop Improvements project; the Land Mobile Radio (LMR) project and the Video Surveillance (CCTV) project.

- A total of \$4,562,724 was spent on the **FTA American Recovery and Reinvestment Act (ARRA)** projects which funded new GFI Odyssey fareboxes, Printing Encoding Machines (PEM's), and Ticket Vending Machines (TVM's), the purchase and replacement of 27 Paratransit vehicles and the Transit Management IT Hastus project.
- \$835,978 was spent on the **Metrobase** project. Projects completed and closed out this year include the Fueling and Service Building at 1200 B River Street, the Maintenance Building at 138 Golf Club and the 110 Vernon Street Purchase and Renovation. These projects were funded with State Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds this fiscal year.
- Five (5) 40-foot, low floor, compressed natural gas (CNG) powered New Flyer **buses for the Highway 17 Express Service** were purchased with \$2,500,000 in Measure A funding collected by the Santa Clara Valley Transportation Authority (VTA) for specific transit improvements.

Staff recommends that the Board accept the Revenue and Expense Reports for June 30, 2011 (**Attachment A**) and the June 2011 Budget Transfers (**Attachment B**)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

IV. FINANCIAL CONSIDERATIONS

Based on these preliminary numbers, FY11 (cash) revenues exceeded (cash) expenses by approximately \$2.3M. This additional revenue can be attributed to the Fuel Tax Credit received for approximately \$800K that was not budgeted, Sales Tax received over budget of approximately \$900K, and approximately \$585K in labor savings from vacant positions throughout the fiscal year.

Consideration of the designation of these excess revenues will be discussed in a separate staff report.

V. ATTACHMENTS

- Attachment A:** FY11 Operating Revenue for the month ending – 06/30/11
- Attachment B:** FY11 Operating Expenses by Department for the month ending – 06/30/11
- Attachment C:** FY11 Consolidated Operating Expenses for the month ending – 06/30/11
- Attachment D:** FY11 Capital Budget Reports for the month ending – 06/30/11
- Attachment E:** FY11 Budget Transfers for the month ending – 06/30/11

Prepared by: Debbie Kinslow, Assistant Finance Manager
Date Prepared: October 13, 2011

Attachment A



FY11

Operating Revenue

For the month ending - June 30, 2011

SANTA CRUZ METRO ^{lod}

YTD Year Over Year Comparison

Revenue Source	Year to Date			YTD Year Over Year Comparison				
	Actual	Budget	% Var	Actual	FY11	FY10	\$ Var	% Var
Passenger Fares	\$ 268,202	\$ 312,759	(44,556) -14%	\$ 3,382,948	\$ 3,127,587	\$ 255,361	8%	4%
Paratransit Fares	\$ 18,998	\$ 20,891	(1,893) -9%	\$ 243,559	\$ 245,642	\$ (2,083)	-1%	2%
Special Transit Fares	\$ 158,569	\$ 163,538	(4,969) -3%	\$ 3,436,133	\$ 3,212,406	\$ 223,727	7%	0%
Highway 17 Fares	\$ 112,686	\$ 88,927	\$ 23,759 27%	\$ 1,182,951	\$ 1,205,009	\$ (22,058)	-2%	10%
Highway 17 Payments	\$ 24,105	\$ 42,335	(18,230) -43%	\$ 371,049	\$ 435,512	\$ (64,463)	-15%	-13%
Subtotal Passenger Revenue	\$ 582,560	\$ 628,449	(45,889) -7%	\$ 8,616,639	\$ 8,226,156	\$ 390,483	5%	2%
Commissions	\$ -	\$ 458	(458) -100%	\$ 4,180	\$ 5,500	\$ (1,320)	-24%	-18%
Advertising Income	\$ 22,019	\$ 17,917	\$ 4,102 23%	\$ 227,219	\$ 215,000	\$ 12,219	6%	-4%
Rent Income - SC Pacific Station	\$ 7,056	\$ 7,648	(592) -8%	\$ 84,671	\$ 91,774	\$ (7,103)	-8%	-7%
Rent Income - Watsonville TC	\$ 3,698	\$ 2,867	\$ 831 29%	\$ 42,072	\$ 34,399	\$ 7,673	22%	21%
Rent Income - General	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	0%
Interest Income	\$ 11,025	\$ 4,813	\$ 6,213 129%	\$ 133,518	\$ 57,750	\$ 75,768	131%	-31%
Other Non-Transp Revenue	\$ 73,287	\$ 667	\$ 72,620 10893%	\$ 110,878	\$ 8,000	\$ 102,878	1286%	1372%
Sales Tax Revenue	\$ 1,614,728	\$ 1,397,969	\$ 216,759 16%	\$ 15,209,774	\$ 14,140,000	\$ 1,069,774	8%	6%
Transp Dev Act (TDA) - Op Asst	\$ 1,252,706	\$ 1,243,620	\$ 9,086 1%	\$ 5,001,737	\$ 4,974,478	\$ 27,259	1%	0%
FTA Sec 5307 - Op Asst	\$ -	\$ -	0%	\$ 3,696,155	\$ 3,696,155	\$ -	0%	1%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	0%	\$ 156,618	\$ 170,894	\$ (14,276)	-8%	-8%
Sec 5303 - AMBAG Funding	\$ 3,628	\$ 2,917	\$ 711 24%	\$ 14,637	\$ 35,000	\$ (20,364)	-58%	236%
FTA Sec 5317 - Op Assistance	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	0%
Subtotal Other Revenue	\$ 2,988,145	\$ 2,678,874	\$ 309,272 12%	\$ 24,681,458	\$ 23,428,950	\$ 1,252,508	5%	4%
Total Operating Revenue	\$ 3,570,705	\$ 3,307,322	\$ 263,383 8%	\$ 33,298,097	\$ 31,655,106	\$ 1,642,991	5%	4%
Total Operating Expenses	\$ 2,876,756			\$ 36,019,569		\$ 36,019,569		
Variance	\$ 693,949			\$ (2,721,472)		\$ (2,721,472)		
One-Time/Non-Optg Revenue								
FTA Sec 5309 - ARRA Optg	\$ -	\$ -	0%	\$ 270,000	\$ 270,000	\$ -	0%	32%
STA - Op Assistance	\$ -	\$ -	0%	\$ 2,801,550	\$ 2,800,000	\$ 1,550	0%	100%
STIC - Op Assistance	\$ -	\$ -	0%	\$ 1,202,159	\$ 1,202,159	\$ -	0%	100%
Fuel Tax Credit	\$ 266,095	\$ -	\$ 266,095 100%	\$ 802,533	\$ -	\$ 802,533	100%	100%
Subtotal One-Time/Non-Optg Revenue	\$ 266,095	\$ -	\$ 266,095 100%	\$ 5,076,242	\$ 4,272,159	\$ 804,083	19%	2376%
Transfers from Reserves								
Transfer (to)/from Capital Reserves	\$ -	\$ 130,947	(130,947) -100%	\$ -	\$ 130,947	\$ (130,947)	-100%	0%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	-100%
Transfer (to)/from W/C Reserve	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	0%
Transfer (to)/from Liab Ins Res	\$ -	\$ 150,000	(150,000) -100%	\$ -	\$ 150,000	\$ (150,000)	-100%	0%
Carryover from Previous Year	\$ -	\$ 1,071,106	(1,071,106) -100%	\$ -	\$ 1,071,106	\$ (1,071,106)	-100%	-100%
Subtotal Transfers from Reserves	\$ -	\$ 1,352,053	(1,352,053) -100%	\$ -	\$ 1,352,053	(1,352,053)	-100%	-100%
Total Revenue	\$ 3,836,800	\$ 4,659,375	(822,575) -18%	\$ 38,374,339	\$ 37,279,317	\$ 1,095,022	3%	9%
Total Operating Expenses	\$ 2,876,756			\$ 36,019,569		\$ 36,019,569		
Variance	\$ 960,044			\$ 2,354,770		\$ 2,354,770		

Attachment A



FY11 Operating Revenue For the month ending - June 30, 2011

Revenue Source	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual	Budget	% Var

Current Period Notes:

- 1) **Passenger Revenue** is over budget due to an increase in ridership.
- 2) **Advertising Income** is over budget due to more advertising than expected.
- 3) **Rent Income - SC Pacific Station** is under budget due to vacancies, as well as to tenant leases that were renegotiated with a lower base monthly rates.
- 4) **Rent Income - Watsonville TC** is over budget due to lease payments from MST, shown as revenue. In the past, MST has paid for the use of the Watsonville Transit Center, via a take down from the shared annual FTA 5307 allocation received each year. Since October 2010, we are showing the lease payment as revenue.
- 5) **Interest Income** is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 6) **Other Non-Transp Revenue** is over budget due to gain on the sale of the revenue and non-revenue vehicles in FY11.
- 7) **Sales Tax Revenue** is over budget due to higher than anticipated receipts in FY11.
- 8) **Transp Dev Act (TDA) - Op Assist** is over budget due to amendment to the FY11 Budget and Work Program by RTC, which resulted in an additional \$ 27K in FY11 TDA revenue to Santa Cruz METRO.
- 9) **FTA Sec 5311 - Rural Op Asst** is under budget because the data used to calculate the annual allocation was not available at the time the budget was published; therefore the prior year amount received was budgeted.
- 10) **AMBAG funding** is received through the Rotational Interns and the SRTP Reimbursements grants. Funds from CTC (Bus Improvement Project) and from Prop 84 - TOD were budgeted in FY12, but will be received and utilized in FY1
- 11) **Fuel Tax Credit** is over budget due to the receipt of credits for the last two quarters of FY10 and the first two quarters of FY11.
- 12) **Transfers from Reserves** were not required to balance the budget this year.

Attachment B

FY11 Operating Expenses by Department For the month ending - June 30, 2011



Current Period
METRO

	Current Period			Year to Date			YTD Year Over Year Comparison				
	Budget	% Var	Actual	Budget	% Var	Notes	FY11	FY10	\$ Var	% Var	
Departmental Personnel Expenses											
700 - SCCIC											
1100 - Administration	\$ (117,221)	\$ 74,835	\$ (117,221)	\$ 74,835	0%		\$ 305,308	\$ 491,161	\$ (185,853)	-38%	0%
1200 - Finance	\$ 151,153	\$ 92,913	\$ 58,240	\$ 1,251,213	63%	4,041	\$ 1,255,254	\$ 1,105,460	\$ 149,794	14%	14%
1300 - Customer Service	\$ 66,106	\$ 39,863	\$ 26,243	\$ 490,360	66%		\$ 511,267	\$ 370,196	\$ 141,071	38%	38%
1400 - Human Resources	\$ 46,039	\$ 43,673	\$ 2,367	\$ 530,295	5%	11,826	\$ 542,121	\$ 555,217	\$ (13,096)	-2%	-2%
1500 - Information Technology	\$ 127,690	\$ 58,865	\$ 68,825	\$ 582,905	117%	66,648	\$ 649,553	\$ 558,065	\$ 91,488	16%	16%
1700 - District Counsel	\$ 60,621	\$ 65,676	\$ (5,055)	\$ 513,130	-8%	4,221	\$ 517,351	\$ 479,276	\$ 38,075	8%	8%
1800 - Risk Management					0%					0%	0%
2200 - Facilities Maintenance	\$ 64,627	\$ 70,950	\$ (6,323)	\$ 905,935	-9%	(27,874)	\$ 878,061	\$ 947,954	\$ (69,893)	-7%	-7%
3100 - Paratransit Program	\$ 357,418	\$ 302,054	\$ 55,364	\$ 3,622,131	18%	(22,774)	\$ 3,599,357	\$ 3,128,012	\$ 471,345	15%	15%
3200 - Operations	\$ 100,920	\$ 169,424	\$ (68,504)	\$ 2,040,483	-40%	(83,629)	\$ 1,956,854	\$ 2,088,571	\$ (141,717)	-7%	-7%
3300 - Bus Operators	\$ 1,090,783	\$ 1,104,255	\$ (13,472)	\$ 13,445,443	-1%	339	\$ 13,445,443	\$ 13,296,886	\$ 148,557	1%	1%
4100 - Fleet Maintenance	\$ 371,140	\$ 274,177	\$ 96,962	\$ 3,306,360	35%	83,801	\$ 3,390,161	\$ 3,558,957	\$ (168,796)	-5%	-5%
9001 - Cobra Benefits	\$ (583)	\$ -	\$ (583)	\$ (1,529)	100%	(1,529)	\$ (1,529)	\$ 4,554	\$ (6,083)	-134%	-134%
9005 - Retired Employee Benefits	\$ 116,695	\$ 335,102	\$ (218,407)	\$ 1,954,442	-65%	(8,273)	\$ 1,946,169	\$ 1,597,810	\$ 348,359	22%	22%
9014 - Operating Grants					0%					0%	0%
110020 - Operating Grants					0%					0%	0%
100 - New Flyer Parts Credit					0%					0%	0%
Subtotal Personnel Expenses	\$ 2,435,387	\$ 2,631,787	\$ (196,401)	\$ 29,162,925	-7%	(167,555)	\$ 28,995,370	\$ 28,192,120	\$ 803,250	3%	3%
Departmental Non-Personnel Expenses											
700 - SCCIC											
1100 - Administration	\$ 23,225	\$ 40,161	\$ (16,936)	\$ 470,360	-42%	(30)	\$ 305,200	\$ 262,305	\$ 42,895	16%	13%
1200 - Finance	\$ 93,266	\$ 125,021	\$ (31,754)	\$ 1,057,100	-25%	(170,159)	\$ 886,941	\$ 972,082	\$ (85,141)	-9%	-9%
1300 - Customer Service	\$ 1,480	\$ 13,808	\$ (12,328)	\$ 104,100	-89%	(44,515)	\$ 59,584	\$ 75,609	\$ (16,025)	-21%	-21%
1400 - Human Resources	\$ 457	\$ 7,562	\$ (7,105)	\$ 70,725	-94%	(51,512)	\$ 19,212	\$ 62,271	\$ (43,059)	-69%	-69%
1500 - Information Technology	\$ 17,011	\$ 16,022	\$ 989	\$ 192,267	6%	(67,541)	\$ 124,726	\$ 166,018	\$ (41,292)	-25%	-25%
1700 - District Counsel	\$ 1,067	\$ 1,658	\$ (592)	\$ 19,900	-36%	(6,795)	\$ 13,105	\$ 15,135	\$ (2,030)	-13%	-13%
1800 - Risk Management	\$ (73,296)	\$ 14,527	\$ (87,823)	\$ 225,000	-605%	(67,720)	\$ 157,281	\$ 90,631	\$ 66,650	74%	74%
2200 - Facilities Maintenance	\$ 112,007	\$ 118,461	\$ (6,454)	\$ 1,383,234	-5%	(109,973)	\$ 1,273,261	\$ 1,532,365	\$ (259,104)	-17%	-17%
3100 - Paratransit Program	\$ 68,807	\$ 63,721	\$ 5,086	\$ 1,013,952	8%	(178,820)	\$ 835,132	\$ 740,567	\$ 94,565	13%	13%
3200 - Operations	\$ 37,083	\$ 43,253	\$ (6,170)	\$ 507,541	-14%	(46,948)	\$ 460,593	\$ 493,520	\$ (32,927)	-7%	-7%
3300 - Bus Operators		\$ 416	\$ (416)	\$ 5,000	-100%	(645)	\$ 4,355	\$ 4,574	\$ (219)	-5%	-5%
4100 - Fleet Maintenance	\$ 160,262	\$ 168,217	\$ (7,954)	\$ 3,066,913	-5%	(182,375)	\$ 2,884,538	\$ 2,456,061	\$ 428,477	17%	17%
9001 - Cobra Benefits					0%				\$ 4,935	-100%	-100%
9005 - Retired Employee Benefits					0%	(0)	\$ (0)	\$ -	\$ -	0%	0%
9014 - Operating Grants					0%					0%	0%
110020 - Operating Grants					0%					0%	0%
100 - New Flyer Parts Credit					0%					0%	0%
Subtotal Non-Personnel Expenses	\$ 441,369	\$ 612,827	\$ (171,458)	\$ 8,116,392	-28%	(1,092,193)	\$ 7,024,199	\$ 6,866,443	\$ 157,756	2%	2%

FY11
Operating Expenses by Department
For the month ending - June 30, 2011



	Current Period			Year to Date			YTD Year Over Year Comparison							
	Budget	\$ Var	% Var	Actual	Budget	\$ Var	FY11	FY10	\$ Var	% Var				
Total Departmental Expenses														
700 - SOCC	\$ (93,986)	\$ 114,986	0%	\$ 270	\$ 300	\$ (30)	\$ 270	\$ 240	\$ 30	13%				
1100 - Administration	\$ 244,419	\$ 217,933	-10%	\$ 610,508	\$ 990,927	\$ (380,419)	\$ 610,508	\$ 753,466	\$ (142,958)	-19%				
1200 - Finance	\$ 67,586	\$ 53,671	-21%	\$ 2,142,195	\$ 2,308,313	\$ (166,118)	\$ 2,142,195	\$ 2,077,542	\$ 64,653	3%				
1300 - Customer Service	\$ 46,497	\$ 51,235	11%	\$ 570,851	\$ 594,460	\$ (23,609)	\$ 570,851	\$ 445,805	\$ 125,046	28%				
1400 - Human Resources	\$ 144,701	\$ 74,888	-52%	\$ 774,280	\$ 601,020	\$ (173,260)	\$ 561,334	\$ 617,488	\$ (56,154)	-9%				
1500 - Information Technology	\$ 61,688	\$ 67,335	11%	\$ 530,456	\$ 775,172	\$ (244,716)	\$ 530,456	\$ 724,083	\$ (193,627)	-27%				
1700 - District Counsel	\$ (73,296)	\$ 14,527	20%	\$ 157,281	\$ 225,000	\$ (67,720)	\$ 157,281	\$ 90,631	\$ 66,650	74%				
1800 - Risk Management	\$ 176,634	\$ 189,411	7%	\$ 2,151,322	\$ 2,289,169	\$ (137,847)	\$ 2,151,322	\$ 2,480,319	\$ (328,997)	-13%				
2200 - Facilities Maintenance	\$ 426,225	\$ 365,775	-14%	\$ 4,434,489	\$ 4,636,083	\$ (201,594)	\$ 4,434,489	\$ 3,868,579	\$ 565,910	15%				
3100 - Paratransit Program	\$ 138,003	\$ 212,677	54%	\$ 2,417,447	\$ 2,548,024	\$ (130,577)	\$ 2,417,447	\$ 2,592,091	\$ (174,644)	-7%				
3200 - Operations	\$ 1,090,783	\$ 1,104,671	1%	\$ 13,449,798	\$ 13,450,104	\$ (306)	\$ 13,449,798	\$ 13,301,460	\$ 148,338	1%				
3300 - Bus Operators	\$ 531,402	\$ 442,394	-17%	\$ 6,274,699	\$ 6,373,273	\$ (98,575)	\$ 6,274,699	\$ 6,015,018	\$ 259,681	4%				
4100 - Fleet Maintenance	\$ (583)	\$ (583)	100%	\$ (1,529)	\$ (1,529)	\$ (0)	\$ (1,529)	\$ (381)	\$ (1,148)	301%				
9001 - Cobra Benefits	\$ 116,695	\$ 335,102	287%	\$ 1,946,169	\$ 1,954,442	\$ (8,273)	\$ 1,946,169	\$ 1,597,810	\$ 348,359	22%				
9005 - Retired Employee Benefits	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%				
9014 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%				
110020 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%				
100 - New Flyer Parts Credit	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%				
Total Operating Expenses	\$ 2,876,756	\$ 3,244,614	11%	\$ 36,019,569	\$ 37,279,317	\$ (1,259,748)	\$ 36,019,569	\$ 35,058,564	\$ 961,005	3%				

** does not include Depreciation, W/C IBNR adjustments, and GASB OPEB Liability expense.

Current Period Notes:

- 1) **Administration** is under budget due to vacant funded position, project manager wages and benefits capitalized to the Metrobase project, as well as cost cutting measures in place (for all non-personnel accounts).
- 2) **Finance** is under budget due to less than anticipated insurance expenses.
- 3) **Risk Management** is under budget due to below budgeted costs for legal services in the fiscal year.
- 4) **Facilities Maintenance** is under budget due to less than anticipated costs for services and utilities in the fiscal year.
- 5) **Paratransit Program** is under budget due to less than anticipated repairs to revenue vehicles and revenue vehicle parts (27 new paracruz vehicles were purchased in the fiscal year), as well as below budgeted telecommunication and purchased transportation expenses.
- 6) **Operations** is under budget due to vacant funded positions and less than anticipated telecommunications in the fiscal year.
- 7) **Fleet** is under budget due to cost cutting measures in place, as well as credits for inventory adjustments to revenue vehicle parts and repairs to district properties.



FY11
Consolidated Operating Expenses
For the month ending - June 30, 2011

	Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		YTD Year Over Year Comparison	
	2010		2011		2010		2011		2010		Actual	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	FY10	FY11	\$ Var	% Var
LABOR												
501011 Bus Operator Pay	\$ 661,071	\$ 661,071	\$ 661,071	\$ 661,071	\$ 7,932,855	\$ 7,932,855	\$ 599,588	\$ 599,588	\$ 7,333,267	\$ 7,411,965	\$ (78,698)	-1%
501013 Bus Operator Overtime	\$ 131,168	\$ 128,466	\$ 128,466	\$ 128,466	\$ 1,541,590	\$ 1,541,590	\$ 140,924	\$ 140,924	\$ 1,682,514	\$ 1,768,049	\$ (85,535)	-5%
501021 Other Salaries	\$ 412,544	\$ 524,933	\$ 524,933	\$ 524,933	\$ 6,374,205	\$ 6,374,205	\$ (74,873)	\$ (74,873)	\$ 6,299,332	\$ 6,260,878	\$ 38,454	1%
501023 Other Overtime	\$ 27,807	\$ 29,757	\$ 29,757	\$ 29,757	\$ 353,482	\$ 353,482	\$ (52,437)	\$ (52,437)	\$ 301,045	\$ 327,245	\$ (26,200)	-8%
Total Labor -	\$ 1,141,405	\$ 1,344,227	\$ (202,822)	\$ (202,822)	\$ 16,202,132	\$ (585,974)	\$ 4%	\$ (585,974)	\$ 15,616,158	\$ 15,768,137	\$ (151,979)	-1%
FRINGE BENEFITS												
502011 Medicare/Soc. Sec.	\$ 19,605	\$ 20,726	\$ (1,121)	\$ (1,121)	\$ 250,014	\$ 250,014	\$ (17,966)	\$ (17,966)	\$ 232,048	\$ 230,803	\$ 1,245	1%
502021 Retirement	\$ 179,365	\$ 189,780	\$ (10,415)	\$ (10,415)	\$ 2,309,767	\$ 2,309,767	\$ (152,990)	\$ (152,990)	\$ 2,156,777	\$ 2,151,927	\$ 4,850	0%
502031 Medical Insurance	\$ 440,199	\$ 622,270	\$ (182,071)	\$ (182,071)	\$ 5,567,263	\$ 5,567,263	\$ 207,943	\$ 207,943	\$ 5,775,206	\$ 5,124,745	\$ 650,461	13%
502041 Dental Insurance	\$ 33,994	\$ 39,152	\$ (5,158)	\$ (5,158)	\$ 474,123	\$ 474,123	\$ (36,622)	\$ (36,622)	\$ 437,501	\$ 473,210	\$ (35,709)	-8%
502045 Vision Insurance	\$ 10,479	\$ 11,160	\$ (681)	\$ (681)	\$ 134,971	\$ 134,971	\$ (4,177)	\$ (4,177)	\$ 130,794	\$ 134,988	\$ (4,194)	-3%
502051 Life Insurance	\$ 2,738	\$ 3,535	\$ (798)	\$ (798)	\$ 43,362	\$ 43,362	\$ (2,196)	\$ (2,196)	\$ 41,166	\$ 43,209	\$ (2,043)	-5%
502060 State Disability	\$ 18,238	\$ 15,347	\$ 2,891	\$ 2,891	\$ 185,103	\$ 185,103	\$ 22,000	\$ 22,000	\$ 207,103	\$ 198,492	\$ 8,611	4%
502061 Disability Insurance	\$ 9,535	\$ 18,784	\$ (9,249)	\$ (9,249)	\$ 225,405	\$ 225,405	\$ (58,282)	\$ (58,282)	\$ 167,123	\$ 210,148	\$ (43,025)	-20%
502071 State Unemp. Ins	\$ (345)	\$ 3,219	\$ (3,564)	\$ (3,564)	\$ 63,224	\$ 63,224	\$ 14,561	\$ 14,561	\$ 77,785	\$ 63,197	\$ 14,588	23%
502081 Workers Comp Ins	\$ 115,305	\$ 58,333	\$ 56,972	\$ 56,972	\$ 699,999	\$ 699,999	\$ 297,694	\$ 297,694	\$ 997,692	\$ 556,594	\$ 441,098	79%
502083 Workers Comp IBNR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 34,316	\$ 25,897	\$ 8,419	\$ 8,419	\$ 390,372	\$ 390,372	\$ (90,301)	\$ (90,301)	\$ 300,071	\$ 300,733	\$ (662)	0%
502103 Floating Holiday	\$ 46,799	\$ 5,848	\$ 40,951	\$ 40,951	\$ 69,581	\$ 69,581	\$ (1,280)	\$ (1,280)	\$ 68,301	\$ 83,611	\$ (15,310)	-18%
502109 Sick Leave	\$ (25,404)	\$ 65,915	\$ (91,319)	\$ (91,319)	\$ 798,486	\$ 798,486	\$ (225,224)	\$ (225,224)	\$ 573,262	\$ 618,589	\$ (45,327)	-7%
502111 Annual Leave	\$ 382,690	\$ 190,894	\$ 191,796	\$ 191,796	\$ 1,537,439	\$ 1,537,439	\$ 420,618	\$ 420,618	\$ 1,958,057	\$ 1,990,843	\$ (32,786)	-2%
502121 Other Paid Absence	\$ 19,377	\$ 10,289	\$ 9,088	\$ 9,088	\$ 123,619	\$ 123,619	\$ 50,827	\$ 50,827	\$ 174,446	\$ 153,174	\$ 21,272	14%
502251 Physical Exams	\$ 760	\$ 1,142	\$ (382)	\$ (382)	\$ 13,639	\$ 13,639	\$ (7,064)	\$ (7,064)	\$ 6,635	\$ 9,387	\$ (2,752)	-29%
502253 Driver Lic Renewal	\$ 103	\$ 378	\$ (275)	\$ (275)	\$ 4,632	\$ 4,632	\$ (2,989)	\$ (2,989)	\$ 1,643	\$ 2,647	\$ (1,004)	-38%
502999 Other Fringe Benefits	\$ 6,228	\$ 4,893	\$ 1,336	\$ 1,336	\$ 69,734	\$ 69,734	\$ 3,895	\$ 3,895	\$ 73,629	\$ 72,750	\$ 879	1%
Total Fringe Benefits -	\$ 1,293,982	\$ 1,287,560	\$ 6,422	\$ 6,422	\$ 12,960,793	\$ 418,446	\$ 3%	\$ 418,446	\$ 13,379,239	\$ 12,419,047	\$ 960,192	8%
Total Personnel Expenses -	\$ 2,435,387	\$ 2,631,787	\$ (196,401)	\$ (196,401)	\$ 29,162,925	\$ (167,527)	\$ -1%	\$ (167,527)	\$ 28,995,397	\$ 28,187,184	\$ 808,213	3%



FY11
Consolidated Operating Expenses
For the month ending - June 30, 2011

SERVICES	Current Period		Year to Date				YTD Year Over Year Comparison					
	Budget	% Var	\$ Var	Actual	Budget	% Var	\$ Var	Notes	FY11	FY10	\$ Var	% Var
503011 Acctg & Audit Fees	\$ -	-	\$ (10,000)	\$ 74,742	\$ 95,250	-22%	\$ (20,508)		\$ 74,742	\$ 88,407	\$ (13,665)	-15%
503012 Admin & Bank Fees	\$ 43,953	-23%	\$ (12,988)	\$ 224,273	\$ 259,350	-14%	\$ (35,077)		\$ 224,273	\$ 184,567	\$ 39,706	22%
503031 Prof & Tech Fees	\$ 13,582	-40%	\$ (8,969)	\$ 124,759	\$ 209,332	-40%	\$ (84,573)	2	\$ 124,759	\$ 166,621	\$ (41,862)	-25%
503032 Legislative Services	\$ 8,500	-1%	\$ (117)	\$ 91,000	\$ 103,400	-12%	\$ (12,401)		\$ 91,000	\$ 90,000	\$ 1,000	1%
503033 Legal Services	\$ 1,900	-59%	\$ (2,683)	\$ 3,368	\$ 55,000	-94%	\$ (51,633)		\$ 3,368	\$ 40,532	\$ (37,165)	-92%
503034 Pre-Employ Exams	\$ 72	-88%	\$ (536)	\$ 1,628	\$ 7,300	-78%	\$ (5,672)		\$ 1,628	\$ 12,240	\$ (10,612)	-87%
503041 Temp Help	\$ 27,232	2%	\$ 454	\$ 190,702	\$ 193,906	-2%	\$ (3,204)		\$ 190,702	\$ 290,996	\$ (100,294)	-34%
503161 Custodial Services	\$ 5,501	32%	\$ 1,334	\$ 66,588	\$ 50,000	33%	\$ 16,588		\$ 66,588	\$ 63,958	\$ 2,630	4%
503162 Uniform & Laundry	\$ 1,349	4%	\$ 49	\$ 18,669	\$ 22,800	-18%	\$ (4,131)		\$ 18,669	\$ 19,568	\$ (899)	-5%
503171 Security Services	\$ 28,665	-8%	\$ (2,613)	\$ 370,312	\$ 375,332	-1%	\$ (5,020)		\$ 370,312	\$ 341,989	\$ 28,323	8%
503221 Classified/Legal Ads	\$ 984	-59%	\$ (1,441)	\$ 9,727	\$ 29,100	-67%	\$ (19,373)		\$ 9,727	\$ 15,748	\$ (6,021)	-38%
503222 Legal Advertising	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -		\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	0%	\$ -	\$ -	\$ 3,000	-100%	\$ (3,000)		\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 2,322	66%	\$ 922	\$ 69,910	\$ 90,400	-23%	\$ (20,490)		\$ 69,910	\$ 49,455	\$ 20,455	41%
503352 Repair - Equipment	\$ 46,050	-18%	\$ (10,066)	\$ 481,907	\$ 593,990	-19%	\$ (112,083)	3	\$ 481,907	\$ 425,805	\$ 56,102	13%
503353 Repair - Rev Vehicle	\$ 35,120	3%	\$ 954	\$ 382,427	\$ 460,000	-17%	\$ (77,573)	4	\$ 382,427	\$ 320,267	\$ 62,160	19%
503354 Repair - Non Rev Vehicle	\$ 3,421	216%	\$ 2,338	\$ 17,470	\$ 22,000	-21%	\$ (4,530)		\$ 17,470	\$ 17,903	\$ (433)	-2%
503363 Haz Mat Disposal	\$ 2,018	-51%	\$ (2,107)	\$ 41,540	\$ 49,500	-16%	\$ (7,960)		\$ 41,540	\$ 48,865	\$ (7,325)	-15%
Total Services -	\$ 220,668	-17%	\$ (45,470)	\$ 2,169,020	\$ 2,619,661	-17%	\$ (450,641)		\$ 2,169,020	\$ 2,176,921	\$ (7,901)	0%
MOBILE MATERIALS AND SUPPLIES												
504011 Fuels & Lube Non Rev Veh	\$ 5,981	131%	\$ 3,389	\$ 64,392	\$ 71,100	-9%	\$ (6,708)		\$ 64,392	\$ 120,700	\$ (56,308)	-47%
504012 Fuels & Lube Rev Veh	\$ 182,154	204%	\$ 122,237	\$ 2,081,045	\$ 1,958,267	6%	\$ 122,778		\$ 2,081,045	\$ 1,474,653	\$ 606,392	41%
504021 Tires & Tubes	\$ 1,609	-92%	\$ (18,641)	\$ 210,370	\$ 243,000	-13%	\$ (32,630)		\$ 210,370	\$ 201,951	\$ 8,419	4%
504161 Other Mobile Supplies	\$ -	0%	\$ -	\$ 1,604	\$ 5,000	-68%	\$ (3,396)		\$ 1,604	\$ 505	\$ 1,099	218%
504191 Rev Vehicle Parts	\$ (37,895)	-172%	\$ (90,628)	\$ 525,454	\$ 624,400	-16%	\$ (98,946)	5	\$ 525,454	\$ 600,456	\$ (75,002)	-12%
Total Mobile Materials & Supplies -	\$ 151,850	12%	\$ 16,358	\$ 2,882,864	\$ 2,901,766	-1%	\$ (18,903)		\$ 2,882,864	\$ 2,398,265	\$ 484,599	20%

Attachment C

FY11 Consolidated Operating Expenses For the month ending - June 30, 2011



	Current Period		Year to Date				YTD Year Over Year Comparison					
	Budget	Actual	Budget	Actual	% Var	\$ Var	FY11	Actual	FY10	\$ Var	% Var	
OTHER MATERIALS & SUPPLIES												
504205 Freight Out	\$ 315	\$ 708	\$ (394)	\$ 2,892	-56%	\$ 4,000	\$ 2,892	\$ 1,764	\$ 1,128	\$ 1,128	64%	
504211 Postage & Mailing	\$ 527	\$ 1,700	\$ (1,173)	\$ 11,919	-69%	\$ 23,396	\$ 11,919	\$ 12,504	\$ (585)	\$ (585)	-5%	
504214 Promotional Items	\$ -	\$ -	\$ 0%	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
504215 Printing	\$ 231	\$ 14,091	\$ (13,860)	\$ 43,502	-98%	\$ 99,491	\$ 43,502	\$ 75,423	\$ (31,921)	\$ (31,921)	-42%	
504217 Photo Supply/Processing	\$ -	\$ 50	\$ (50)	\$ 690	-100%	\$ 4,400	\$ 690	\$ 470	\$ 220	\$ 220	47%	
504311 Office Supplies	\$ 6,325	\$ 7,185	\$ (860)	\$ 60,588	-12%	\$ 84,317	\$ 60,588	\$ 56,086	\$ 4,502	\$ 4,502	8%	
504315 Safety Supplies	\$ 528	\$ 3,692	\$ (3,164)	\$ 15,569	-86%	\$ 23,300	\$ 15,569	\$ 14,913	\$ 656	\$ 656	4%	
504317 Cleaning Supplies	\$ 2,140	\$ 4,092	\$ (1,952)	\$ 35,676	-48%	\$ 37,100	\$ 35,676	\$ 34,232	\$ 1,444	\$ 1,444	4%	
504409 Repair/Maint Supplies	\$ 2,906	\$ 3,333	\$ (427)	\$ 35,381	-13%	\$ 41,000	\$ 35,381	\$ 52,361	\$ (16,980)	\$ (16,980)	-32%	
504421 Non-Inventory Parts	\$ 220	\$ 2,450	\$ (2,230)	\$ 14,354	-91%	\$ 27,400	\$ 14,354	\$ 8,105	\$ 6,249	\$ 6,249	77%	
504511 Small Tools	\$ 866	\$ 725	\$ 141	\$ 3,710	19%	\$ 8,700	\$ 3,710	\$ 3,069	\$ 641	\$ 641	21%	
504515 Employee Tool Rplcmt	\$ -	\$ 250	\$ (250)	\$ 1,020	-100%	\$ 3,000	\$ 1,020	\$ 1,194	\$ (174)	\$ (174)	-15%	
Total Other Materials & Supplies -	\$ 14,058	\$ 38,275	\$ (24,218)	\$ 225,302	-63%	\$ 356,103	\$ 225,302	\$ 260,121	\$ (34,819)	\$ (34,819)	-13%	
UTILITIES												
505011 Gas & Electric	\$ 28,732	\$ 18,750	\$ 9,982	\$ 244,199	53%	\$ 225,000	\$ 244,199	\$ 186,391	\$ 57,808	\$ 57,808	31%	
505021 Water & Garbage	\$ 8,941	\$ 12,500	\$ (3,559)	\$ 122,856	-28%	\$ 150,000	\$ 122,856	\$ 131,392	\$ (8,536)	\$ (8,536)	-6%	
505031 Telecommunications	\$ 9,209	\$ 14,083	\$ (4,875)	\$ 105,444	-35%	\$ 171,432	\$ 105,444	\$ 135,367	\$ (29,923)	\$ (29,923)	-22%	
Total Utilities -	\$ 46,882	\$ 45,333	\$ 1,548	\$ 472,500	3%	\$ 546,432	\$ 472,500	\$ 453,150	\$ 19,350	\$ 19,350	4%	
CASUALTY & LIABILITY												
506011 Insurance - Property	\$ (3,185)	\$ 7,583	\$ (10,769)	\$ 84,139	-142%	\$ 113,000	\$ 84,139	\$ 86,156	\$ (2,017)	\$ (2,017)	-2%	
506015 Insurance - PL & PD	\$ 39,705	\$ 43,775	\$ (4,070)	\$ 444,717	-9%	\$ 524,300	\$ 444,717	\$ 454,070	\$ (9,353)	\$ (9,353)	-2%	
506021 Insurance - Other	\$ -	\$ -	\$ 0%	\$ 711	0%	\$ 750	\$ 711	\$ 711	\$ -	\$ -	0%	
506123 Settlement Costs	\$ (79,022)	\$ 10,360	\$ (89,382)	\$ 143,419	-863%	\$ 150,100	\$ 143,419	\$ 34,494	\$ 108,925	\$ 108,925	316%	
506127 Repairs - Dist Prop	\$ (3,221)	\$ -	\$ (3,221)	\$ (100,570)	100%	\$ -	\$ (100,570)	\$ (29,743)	\$ (70,827)	\$ (70,827)	238%	
Total Casualty & Liability -	\$ (45,723)	\$ 61,718	\$ (107,442)	\$ 572,417	-174%	\$ 788,150	\$ 572,417	\$ 545,688	\$ 26,729	\$ 26,729	5%	
TAXES												
507051 Fuel Tax	\$ 1,566	\$ 1,167	\$ 399	\$ 13,761	34%	\$ 14,000	\$ 13,761	\$ 13,198	\$ 563	\$ 563	4%	
507201 Licenses & permits	\$ 5,095	\$ 1,708	\$ 3,386	\$ 17,797	198%	\$ 23,000	\$ 17,797	\$ 18,062	\$ (265)	\$ (265)	-1%	
507999 Other Taxes	\$ -	\$ -	\$ 0%	\$ 14,315	0%	\$ 30,000	\$ 14,315	\$ 16,316	\$ (2,001)	\$ (2,001)	-12%	
Total Taxes -	\$ 6,660	\$ 2,875	\$ 3,785	\$ 45,873	132%	\$ 67,000	\$ 45,873	\$ 47,576	\$ (1,703)	\$ (1,703)	-4%	

FY11 Consolidated Operating Expenses For the month ending - June 30, 2011



	Current Period		Year to Date				YTD Year Over Year Comparison				
	Budget	% Var	Actual	Budget	% Var	Notes	FY11	FY10	\$ Var	% Var	
	\$		\$	\$			\$	\$	\$		
PURCHASED TRANSPORTATION											
503406 Contr/Paratrans	\$ 14,896	-28%	\$ 20,833	\$ 250,000	-19%	9	\$ 203,713	\$ 294,184	\$ (90,471)	-31%	
Total Purchased Transportation -	\$ 14,896	-28%	\$ 20,833	\$ 250,000	-19%		\$ 203,713	\$ 294,184	\$ (90,471)	-31%	
MISC											
509011 Dues & Subscriptions	\$ 4,903	-10%	\$ 5,419	\$ 66,023	-4%		\$ 63,444	\$ 63,392	\$ 52	0%	
509085 Advertising - Rev Product	-	0%	-	-	0%		-	-	-	0%	
509101 Emp Incentive Prog	\$ 1,440	-50%	\$ 2,883	\$ 34,500	-72%		\$ 9,623	\$ 10,294	\$ (671)	-7%	
509121 Employee Training	\$ 2,375	-54%	\$ 5,107	\$ 55,575	-45%		\$ 30,296	\$ 19,227	\$ 11,069	58%	
509123 Travel	\$ 516	-93%	\$ 7,565	\$ 86,780	-58%		\$ 36,732	\$ 30,490	\$ 6,242	20%	
509125 Local Meeting Exp	\$ 1,220	196%	\$ 413	\$ 4,950	-19%		\$ 4,024	\$ 3,540	\$ 484	14%	
509127 Board Director Fees	\$ 800	-27%	\$ 1,100	\$ 13,200	-41%		\$ 7,850	\$ 7,950	\$ (100)	-1%	
509150 Contributions	-	-100%	\$ 54	\$ 650	-100%		-	\$ 3,791	\$ (3,791)	-100%	
509197 Sales Tax Expense	-	0%	-	-	0%		-	-	-	0%	
509198 Cash Over/Short	\$ 2,101	4942%	\$ 42	\$ 500	439%		\$ 2,697	\$ 414	\$ 2,283	551%	
Total Misc -	\$ 13,356	-41%	\$ 22,583	\$ 262,178	-41%	10	\$ 154,666	\$ 139,098	\$ 15,568	11%	
LEASES & RENTALS											
512011 Facility Rentals	\$ 17,643	223	\$ 17,420	\$ 302,000	-6%		\$ 284,454	\$ 544,473	\$ (260,019)	-48%	
512061 Equipment Rentals	\$ 1,080	-50%	\$ 2,158	\$ 23,100	-42%		\$ 13,363	\$ 11,905	\$ 1,458	12%	
Total Leases & Rentals -	\$ 18,723	-4%	\$ 19,579	\$ 325,100	-8%		\$ 297,818	\$ 556,378	\$ (258,560)	-46%	
Total Non-Personnel Expenses -	\$ 441,369	-28%	\$ 612,827	\$ 8,116,391	-13%		\$ 7,024,172	\$ 6,871,381	\$ 152,791	2%	
TOTAL OPERATING EXPENSE -	\$ 2,876,756	-11%	\$ 3,244,614	\$ 37,279,317	-3%		\$ 36,019,569	\$ 35,058,564	\$ 961,006	3%	

** does not include Depreciation, W/C IBNR adjustments, and GASB OPEB Liability expense.

Current Period Notes:

1) **Total Personnel Expenses** are under budget due to vacant funded positions and extended leaves. Major variances between the actual and budget numbers in Labor and Fringe benefits are also due to additional holiday overtime expenses, higher than anticipated medical insurance rates (17% increase (HMOs), effective January 2011), increased employer contribution rates for SDI and SU (1.2% and 3.9%, respectively, effective January 2011), as well as higher worker's comp. insurance expense.

2) **Prof & Tech Fees** are under budget due to cost cutting measures and straight lining of the budget in FY11.

3) **Repair - Equipment** is under budget due to less than anticipated equipment repairs in FY11.

4) **Repair - Rev Vehicles** under budget due to less than anticipated repairs to rev vehicles in FY11.

5) **Rev Veh Parts** is under budget due to cost cutting measures in place.

6) **Other Materials & Supplies** are under budget due to cost cutting measures in all departments.

7) **Telecommunications** is under budget due to the elimination of the Xora phone expense, as well as the efficiencies achieved with the purchase of the new phone system.



FY11
Consolidated Operating Expenses
For the month ending - June 30, 2011

Account	Current Period			Year to Date			YTD Year Over Year Comparison		
	Budget	\$ Var	% Var	Budget	\$ Var	% Var	Actual	FY10	\$ Var

- 8) **Casualty & Liability costs** are under budget due to less than anticipated Insurance -PL & PD costs for the fiscal year, as well as to credits for repairs to Districts properties.
- 9) **Contr/Paratrans** is under budget due to lowered than anticipated number of contracted rides for the fiscal year.
- 10) **Miscellaneous expenses** are under budget due to cost cutting measures in all departments.



SANTA CRUZ METRO
Grant-Funded Projects

FY11
CAPITAL BUDGET
For the month ending - June 30, 2011

	<u>YTD Actual</u>	<u>FY11 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
MetroBase Maintenance Facility (5309) / (PTMISEA)	\$ 835,978	\$ 2,000,000	\$ 1,164,022	42%
Purchase Smartcard Farebox System (ARRA) (5311)	\$ 2,348,870	\$ 2,385,750	\$ 36,880	98%
Purchase of 425 Front Street (FTA) / (TCRP) ***	\$ 2,117,785	\$ 2,075,000	\$ (42,785)	102%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ 1,534,227	\$ 1,750,000	\$ 215,773	88%
2nd CNG Tank (MBUAPCD) **	\$ 176	\$ 200,000	\$ 199,824	0%
Transit Mgmt. Info. Technology (ARRA)	\$ 679,628	\$ 1,160,403	\$ 480,775	59%
Bus Stop Improvements (STIP) **	\$ 27,039	\$ 500,000	\$ 472,961	5%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ 7,815	\$ 440,505	\$ 432,690	2%
Facilities Video Surveillance Project - CCTV (OHS-1B)	\$ 179,285	\$ 185,000	\$ 5,716	97%
Fleet - Land Mobile Radio Project - LMR - (OHS-1B)	\$ 195,864	\$ 195,000	\$ (864)	100%
Trapeze Pass Interactive Voice Response System - IVR *	\$ 22,427	\$ 22,427	\$ -	100%
Subtotal Grant Funded Projects	\$ 7,949,093	\$ 10,914,085	\$ 2,964,992	73%
<u>IT Projects</u>				
Replace Fleet & Facilities Maintenance Software	\$ 75,519	\$ 170,000	\$ 94,481	44%
HR Software Upgrade	\$ 132,413	\$ 250,000	\$ 117,587	53%
Trapeze Pass Customer Certification Software	\$ -	\$ 5,000	\$ 5,000	0%
Automated Purchasing System Software	\$ 51,222	\$ 84,000	\$ 32,778	61%
Subtotal IT Projects	\$ 259,154	\$ 509,000	\$ 249,846	51%
<u>Facilities Repair & Improvements</u>				
MTC Lane Four Shelter Replacement	\$ 188	\$ 75,000	\$ 74,812	0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ -	\$ 4,000	\$ 4,000	0%
Subtotal Facilities Repairs & Improvements Projects	\$ 188	\$ 79,000	\$ 78,812	0%



FY11
CAPITAL BUDGET
For the month ending - June 30, 2011

	YTD Actual	FY11 Budget	Remaining Budget	% Spent YTD
Highway 17 Buses (5) - VTA - (Measure A)	\$ 2,500,000	\$ 2,500,000	\$ -	100%
Subtotal Revenue Vehicle Replacements	\$ 2,500,000	\$ 2,500,000	\$ -	100%
<u>Non-Revenue Vehicle Replacement</u>				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%
<u>Maint Equipment</u>				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%
<u>Office Equipment</u>				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Office Equipment	\$ -	\$ -	\$ -	0%
TOTAL CAPITAL PROJECTS	\$ 10,708,435	\$ 14,002,085	\$ 3,293,650	76%



**FY11
CAPITAL BUDGET
For the month ending - June 30, 2011**

	<u>YTD Actual</u>	<u>FY11 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 5,640,827	\$ 7,483,855	\$ 1,843,028	75%
State - Measure A - (VTA)	\$ 2,500,000	\$ 2,500,000	\$ -	100%
State - PTMISEA (1B)	\$ 835,978	\$ 891,938	\$ 55,960	94%
State - Security Bond Funds (1B)	\$ 382,964	\$ 820,505	\$ 437,541	47%
State - CalTrans (Section 5311)	\$ 267,464	\$ 267,464	\$ -	100%
State - Traffic Congestion Relief Program - (TCRP)	\$ 584,450	\$ 617,333	\$ 32,883	95%
State Transit Assistance (STA) Carryover-Prior Yrs	\$ 469,536	\$ 684,860	\$ 215,324	69%
State - MBUAPCD **	\$ 176	\$ 200,000	\$ 199,824	0%
State - STIP **	\$ 27,040	\$ 500,000	\$ 472,960	5%
Local Operating Match	\$ -	\$ 36,130	\$ 36,130	0%
TOTAL CAPITAL FUNDING	\$ 10,708,435	\$ 14,002,085	\$ 3,293,650	76%

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

** Projects awarded and added to the capital budget during FY11

*** Project appears over-budget; pending reimbursement expected from DTSC - Orphan Funds

Attachment E

FY 11 BUDGET LINE ITEM TRANSFERS For the month ending - June 30, 2011

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # FY11-51			
TRANSFER FROM:	503352-4100	Repair - Equipment	\$ (5,800)
TRANSFER TO:	503031-4100	Prof & Tech Fees	\$ 5,800
REASON:	To cover Fuel force training and services in FY11.		
TRANSFER # FY11-52			
TRANSFER FROM:	503351-2200	Repair - Bldg. & Impr.	\$ (5,600)
TRANSFER TO:	503041-2200	Temp Help	\$ 5,600
REASON:	To cover Final FY11 billing.		
TRANSFER # FY11-53			
TRANSFER FROM:	503031-1800	Prof & Tech Fees	\$ (25,000)
TRANSFER TO:	502111-1700	Annual Leave	\$ 25,000
REASON:	Year - end budget transfer in ABS.		
TRANSFER # FY11-54			
TRANSFER FROM:	503031-3200	Prof & Tech Fees	\$ (500)
TRANSFER TO:	502031-3300	Medical Insurance	\$ 500
REASON:	Year - end budget transfer in ABS.		
TRANSFER # FY11-55			
TRANSFER FROM:	504012-4100	Fuel & Lube Rev Veh	\$ (150,000)
	504012-3100	Fuel & Lube Rev Veh	\$ (50,000)
TRANSFER TO:	502031-9005	Medical Insurance	\$ 200,000
REASON:	Year - end budget transfer in ABS.		

Attachment E

FY 11 BUDGET LINE ITEM TRANSFERS For the month ending - June 30, 2011

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER #	FY11-56		
TRANSFER FROM:	506011-1200	Insurance - Property	\$ (2,000)
TRANSFER TO:	502111-1500	Annual Leave	\$ 2,000
REASON:	Year - end budget transfer in ABS.		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Ciro F. Aguirre, Manager of Operations

SUBJECT: CONSIDERATION OF INTERIM SERVICE INCREASES TO ADDRESS OVERLOADS AND SERVICE DELAYS EXPERIENCED SINCE IMPLEMENTATION OF SERVICE REDUCTION ON SEPTEMBER 15, 2011

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On September 15, 2011 METRO implemented an 8.2% service reduction due to reductions from various funding sources, and as a measure to continue providing service in a fiscally sustainable manner.
- To date, several concerns have been reported to METRO staff regarding buses filled to seated and standing capacity (Overloads), and of persons waiting at stops not being transported due to these conditions during peak commute periods (Pass-by's).
- Economic conditions within the community and increases in student body numbers for both University of California Santa Cruz (UCSC) and Cabrillo College have increased ridership.
- Affected Routes: UCSC 10, 15, & 16, Route 71, and Highway 17 Express.
- METRO staff, in cooperation with the United Transportation Union, has implemented immediate adjustments and additions to service utilizing available labor resources and equipment to augment service whenever possible in response to reported overloads and pass-by's.
- METRO is providing service augmentation at a premium overtime rate due to the level of demand and because of staffing deficiencies, but cannot be sustained without additional Operators being added.
- METRO's Operator staffing levels are currently deficient by five positions to meet funded level of 136 Operators, but it is anticipated that service demands will require additional Operators estimated at ten (10) additional positions.
- METRO has initiated employee recruiting in order to restore the number of Operators that have left METRO employment through attrition.
- METRO staff continues to accumulate ridership information and data in order to evaluate adjustments to service levels as funding becomes available.

- This report is for information purposes only. No action is requested.

III. DISCUSSION

On September 15, 2011 METRO implemented an 8.2% reduction in service in order to address funding shortfalls and maintain sustainable service levels.

As the school season became fully active, METRO began receiving several concerns from riders regarding overloads and pass-by's during peak periods of commute for the Route 71, during specific periods tied to class times at UCSC, and for Highway 17 Express Service specific to Friday's, Sunday's, and days surrounding major holidays. Increased ridership on certain routes is a result of economic conditions within the community, greater numbers of students attending UCSC and Cabrillo College, and reduced service levels over the past two years. As of September 15, 2011 six (6) to seven (7) Operators have been used daily, on premium overtime rate to staff regular service demands.

Ongoing state mandated training or refresher training, scheduled, and unscheduled absences also requires that additional Operators be available in order to replace them, and provide uninterrupted service. Operators in training, ordinarily consist of four (4) to five (5) Operators with approximately ten (10) to twelve (12) Operators who may be absent on a particular day exercising entitled leaves.

For the short term, METRO staff, in cooperation with the United Transportation Union, has implemented immediate adjustments and additions to service utilizing available labor resources and equipment to augment service wherever and whenever possible in response to reported overloads and pass-by's. These additional service improvements are being performed with Operators at premium overtime rate to the extent possible. Maintaining regular service and augmenting additional service demands utilizing existing staff on overtime cannot be sustained without adding additional Operators. Currently Operator staffing is at 131 which is deficient in relation to authorized funded positions of 136 that was to maintain regular service. It is anticipated that service demands, currently being experienced, and to address future service adjustments, will require additional Operators estimated at ten (10) positions above the funded 136 for a total of 146 Operators.

UCSC

The following steps have been taken to alleviate these overload conditions:

- Monday through Friday: Route 10 being augmented with an additional bus when overloads are reported, depending on available personnel.

- Monday through Friday: the 7:38 AM Route 15 departs from Laurel and Blackburn not the Metro Center to ensure space is available on Laurel Street corridor. Additional service leaves from Metro Center when resources are available.
- Tuesday and Thursday: the 9:30 AM Route 15 departs from Laurel and Blackburn not the Metro Center to ensure space is available on Laurel Street corridor. Additional service is added from Metro Center when resources are available.
- Tuesday and Thursday: 9:35 AM Route 16 departs from Laurel and Blackburn not the Metro Center to ensure space is available on Laurel Street corridor. Additional service is added from Metro Center when resources are available.

Route 71

- Overloads on this route have been attributed to increased attendance at Cabrillo College and reduction in service on the Soquel Drive corridor in Fall of 2010.
- This route is being augmented with additional bus service whenever full capacity is reported and Operators are available to perform added service.

Highway 17 Express

Hwy 17 service experiences overloads departing the Pacific Station Transit Center predominately on Friday's due to a large number of passengers returning to the Bay Area, and on Sunday's as persons return to Santa Cruz. Service has been augmented by having additional buses placed into service as overloads are reported and Operators are available to perform added service. In cooperation with the operators and UTU, peak service buses originally scheduled to begin service southbound in San Jose are now beginning service northbound augmenting service from Pacific Station Transit Center to San Jose.

Additional Steps Being Taken

A review of Operator staffing places METRO deficient by five (5) Operators to meet the 136 Operators budgeted for FY 2012. METRO has initiated employee recruiting in order to restore the number of Operators that have left METRO employment through attrition. Additional Operators will be required in order to maintain service requirements and to implement improvements to our service to be performed at a future date.

METRO staff continues to communicate with partners, review rider concerns, accumulate ridership information and data in order to evaluate service requirements that can be addressed in the short-term, and that will also be needed for service changes in the long-term as funding becomes available.

IV. FINANCIAL CONSIDERATIONS:

None

V. ATTACHMENTS:

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF RESTORING FIXED ROUTE AND PARATRANSIT SERVICE POSITIONS NECESSARY TO MEET PASSENGER VOLUMES.

I. RECOMMENDED ACTION

That the Board of Directors approve the restoration of Fixed Route and ParaCruz service positions necessary to meet passenger volumes.

II. SUMMARY OF ISSUES

- On June 24, 2011 the Board of Directors approved the FY12 Operating Budget that contained a service reduction to be implemented on September 15, 2011.
- The FY12 Operating Budget contained a reduction in the number of Fixed Route and ParaCruz Operator positions which was achieved through retirements.
- On September 15, 2011 METRO implemented an 8% reduction in fixed route service.
- Subsequent to the implementation of the reduction in fixed route service METRO has experienced an unsustainable level of passenger pass-bys on the Highway 1 corridor and on the service to UCSC.
- To the degree that there are bus operators available, METRO has been operating fixed route “trippers” in the areas of the most severe overloads and pass-bys. The ability of METRO to add this supplemental service is limited by the number of available bus operators and is operated at the overtime pay level.
- METRO staff anticipates presenting a proposal to enhance fixed route service in order to meet passenger demands that will require additional bus operators.
- The ParaCruz service has been experiencing a 3% increase in service demand which exceeds the level of service that can be provided with the current level of van operators. Under the Complementary ParaTransit service provisions of the Americans with Disabilities Act, METRO may not legally deny service to individuals with disabilities that are eligible for the service.
- METRO staff recommends the recruitment of 5 Fixed Route bus operators to fill the number of positions outlined in the FY12 Operating Budget and the recruitment of 10 Fixed Route bus operators to meet the service needs to address overloads and pass-bys.

- METRO staff recommends the recruitment of 1 ParaCruz operator to fill the number of positions outlined in the FY12 Budget and the recruitment of 2 ParaCruz operators to meet the expanded demand for service.

III. DISCUSSION

The FY 2012 Operating Budget approved by the Board of Directors reduced the number of authorized bus and van operator positions to reflect a service level reduction of 8%. The reduction in bus and van operators was achieved through retirements.

On September 15, 2011 METRO implemented an 8% reduction in service. Subsequent to the implementation of this service reduction METRO has experienced a severe level of overcrowding and pass-bys on the Fixed Route system. Additionally, the demand for service on the ParaCruz service has been increasing by approximately 3% to a level that cannot be sustained with the current number of van operators.

METRO has been using all available bus and van operators to meet the passenger demands. The Fixed Route service has been inserting “tripper” buses to assist with overcrowding and pass-bys. The ParaCruz service has been using all available operators and is in danger of denying trip requests which is impermissible under the Complementary ParaTransit provisions of the Americans with Disabilities Act.

Currently, the following Fixed Route service improvements are being evaluated by METRO staff Members:

1. Reinstigate Route 91x service between 9: 00 AM and 4:00 PM with departure times close to route 71 to provide express service intercounty and relieve heavy loads on the Route 69A&W and Route 71. Weekday proposal.
2. Restore 12 hours of UCSC service plus adjust some current trips for optimal load balancing. Weekday proposal.
3. Add later trips on the Route 66, and route 69 A& W.
Addresses complaints of service ending too early to Soquel Avenue and Live Oak.
Adjust some time points and run times on some trips

The service changes outlined in this report will be examined and discussed with representatives of the United Transportation Union Local 23 prior to being presented to the Board of Directors for consideration.

METRO staff recommends the recruitment of 5 Fixed Route bus operators to fill the number of positions outlined in the FY12 Operating Budget and the recruitment of 10 Fixed Route bus operators to meet the service needs to address overloads and pass-bys.

METRO staff recommends the recruitment of 1 ParaCruz operator to fill the number of positions outlined in the FY12 Budget and the recruitment of 2 ParaCruz operators to meet the expanded demand for service

IV. FINANCIAL CONSIDERATIONS

The annual cost for 10 Fixed Route bus operators is approximately \$700,000 including benefits and overtime. The cost of these operators for the remainder of FY12 would be approximately \$390,000. The annual cost for 2 ParaCruz van operators is approximately \$124,000 including benefits and overtime. The cost of these operators for the remainder of FY12 would be approximately \$75,000. Funds for these positions can be added to the FY 12 Operating Budget from the carry-over funds from the FY11 Operating Budget.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: October 28, 2011

TO: Board of Directors

FROM: Leslie White, General Manager

SUBJECT: CONSIDERATION OF RESTORATION OF THE FUNDING FOR THE FOLLOWING POSITIONS FOR THE FISCAL YEAR 2012 BUDGET: ASSISTANT GENERAL MANAGER, ASSISTANT HUMAN RESOURCES MANAGER, PURCHASING ASSISTANT AND PARACRUZ CLERK III

I. RECOMMENDED ACTION

Restore the funding for the following Positions for the Fiscal Year 2012 Budget: Assistant General Manager, Assistant Human Resources Manager, Purchasing Assistant, and ParaCruz Clerk III.

II. SUMMARY OF ISSUES

- Due to budget constraints, when Mark Dorfman, METRO's last Assistant General Manager retired at the end of 2009, METRO did not recruit for the position at that time. Instead, in the interim period, I appointed Angela Aitken as the Acting Assistant General Manager while also continuing in her position as METRO's Finance Manager.
- Due to budget constraints in the last fiscal year, the Assistant Human Resources Manager was only partially funded (60%), and the Purchasing Assistant and the ParaCruz Clerk III positions were unfunded in the FY 2012 Budget.
- METRO staff has reviewed these positions and given the current financial health of the agency is seeking to restore each of the positions to 100% funding.

III. DISCUSSION

The Assistant General Manager position was last funded when Mark Dorfman retired from the position on 12/31/09. For the interim period to the present, Angela Aitken, METRO's Finance Manager has also been serving as Acting Assistant General Manager. Ms. Aitken has been compensated for performing the dual roles of the Acting Assistant General Manager and Finance Manager positions. At this juncture the position should be fully restored in order to provide Santa Cruz METRO with the opportunity to recruit for an Assistant General Manager. Having a full-time Assistant General Manager will provide day to day managerial assistance in operations, maintenance, fleet, personnel and other special projects. It is my hope, with the restoration of an Assistant General Manager, that I will be better able to focus on issues of importance, such as the pending labor negotiations, the restoration of route cuts and related funding challenges, replacing

METRO's aging bus operation facility and refurbishing Pacific Station in the next few years ahead.

The position of Assistant Human Resources Manager was partially funded (60%) in June of 2011, due to METRO's budgetary constraints. This position is being reviewed and considered for full funding at this time. With the Human Resources Manager being a main participant in labor negotiations for three labor agreements, there is an increased need for daily Human Resources activities on a managerial level. The numbers on the charts below include the fully funded salary and benefits for this position.

The Purchasing Assistant position was unfunded in June of 2011 because it was believed that the Purchasing Agent could complete all procurement work in a timely manner and in compliance with federal and state laws and regulations and METRO's procedures. However, the procurement workload has exceeded expectations and, according to the Acting Assistant General Manager/Finance Manager, will continue to exceed expectations. Additionally, METRO must ensure that it has the staff to complete necessary procurement activities for each grant that it is processing. Therefore, there is a need to restore the Purchasing Assistant position.

Additionally, during Fiscal Year 2012, METRO staff will be reviewing the procurement work functions and duties in order to insure that METRO is processing procurements in a timely manner. Further, METRO staff will be instituting procedures to ensure that all procurement activities are in compliance with federal and state law and METRO's procedures. Ensuring that all procurement work is done properly with checks and balances in place is time-consuming but necessary.

The ParaCruz Clerk III position is also being considered for refunding at this time. This position was defunded in June of 2011 and according to April Warnock, Paratranit Superintendent, ParaCruz administrative duties have suffered as a result. There is a need to have this position restored with funding for the 2012 fiscal year, retroactive too September 29, 2011.

METRO is now reviewing the budget for the Fiscal Year ending 2012 and believes that the funds are available to recruit for this position. The Charts below summarize the financial details for each step, as indicated for this position. The numbers in the Charts were provided by METRO's Financial Analyst. For all the positions specified in the charts, the numbers include the salary and benefits for each position.

IV. FINANCIAL CONSIDERATIONS

The financial considerations are summarized in the tables below for each position being considered for refunding. Currently, the Human Resources Assistant Manager position is funded at 60%. The table below shows the 100% funding for the full time position.

All the numbers include salary/wages and benefits for each position. The ranges in each step indicate the amount paid out in benefits, which is unknown until the individual is hired. These

ranges portray the differences in the amounts paid for medical benefits, such as if benefits are paid for an individual only, individual plus one, or for the family amount.

V. ATTACHMENTS

- Attachment A:** Finance Spreadsheet (detailing steps and ranges for each position restored)
- Attachment B:** Job Description for Assistant General Manager position
- Attachment C:** Job Description for Assistant Human Resources Manager position
- Attachment D:** Job Description for the Purchasing Assistant position
- Attachment E:** Job Description for the ParaCruz Clerk III position

ATTACHMENT A

Assistant General Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate *	53.09	55.74	58.53	61.46	64.53	67.76
Annual Salary **	110,427	115,939	121,742	127,837	134,222	140,941
Annual Benefits (Range) ***	Min 34,604 Max 49,208	Min 35,692 Max 50,296	Min 36,837 Max 51,441	Min 38,040 Max 52,644	Min 39,299 Max 53,903	Min 40,625 Max 55,229
TOTAL Salary & Benefits	145,031 159,635	151,631 166,235	158,579 173,183	165,877 180,481	173,521 188,125	181,566 196,170

Assistant Human Resources Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate *	36.31	38.13	40.03	42.03	44.14	46.34
Annual Salary **	75,525	79,310	83,262	87,422	91,811	96,387
Annual Benefits (Range) ***	Min 27,505 Max 42,109	Min 28,296 Max 42,900	Min 29,121 Max 43,725	Min 29,990 Max 44,594	Min 30,906 Max 45,510	Min 31,862 Max 46,466
TOTAL Salary & Benefits	103,030 117,634	107,606 122,210	112,383 126,987	117,412 132,016	122,717 137,321	128,249 142,853

ATTACHMENT A

Purchasing Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate *	21.17	22.21	23.34	24.50	25.72	27.00
Annual Salary **	44,034	46,197	48,547	50,960	53,498	56,160
Annual Benefits (Range) ***	Min 18,471 Max 32,411	Min 18,923 Max 32,863	Min 19,413 Max 33,353	Min 19,917 Max 33,857	Min 20,447 Max 34,387	Min 21,003 Max 34,943
TOTAL Salary & Benefits	62,505 76,445	65,120 79,060	67,960 81,900	70,877 84,817	73,945 87,885	77,163 91,103

ATTACHMENT A

Paracruz Clerk III

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rate *	13.52	14.08	14.78	15.52	16.29	17.10
Annual Salary **	28,122	29,286	30,742	32,282	33,883	35,568
Annual Benefits (Range) ***	Min 15,564 Max 30,168	Min 15,807 Max 30,411	Min 16,111 Max 30,715	Min 16,433 Max 31,037	Min 16,767 Max 31,371	Min 17,119 Max 31,723
TOTAL Salary & Benefits	43,686 58,290	45,093 59,697	46,853 61,457	48,715 63,319	50,650 65,254	52,687 67,291

	Step 7	Step 8	Step 9
Hourly Rate *	17.79	18.50	19.24
Annual Salary **	37,003	38,480	40,019
Annual Benefits (Range) ***	Min 17,419 Max 32,023	Min 18,471 Max 32,411	Min 18,471 Max 32,411
TOTAL Salary & Benefits	54,422 69,026	56,951 70,891	58,490 72,430

Notes:

* Pay Rates as of June 23, 2011.

** Annual Salary is calculated assuming 2,080 hours/year (26 pay periods x 80 hours)

*** Annual Benefits are provided in a range Min - Max.

MIN Benefits are calculated assuming Medical (HMO) and Dental Insurance coverage for the employee with no dependents.

MAX Benefits are calculated assuming Medical (HMO) and Dental Insurance coverage for the employee with two dependents.



ATTACHMENT B

ASSISTANT GENERAL MANAGER

DEFINITION

Under general direction, assists the General Manger in planning and directing the administration and operation of the District including assisting in supervising and directing the Administrative, Finance, Operations, Maintenance and Development and Engineering Divisions. Performs other duties as required.

EXAMPLES OF DUTIES

Assists in the overall administration of the District, including establishing management objectives, developing sources of funding and providing assistance and direction to Division Managers.

Assists the General Manager in problem solving, planning, organizing and supervising bus operations, transportation planning, finance, fleet maintenance, personnel, marketing, development and engineering and general administrative functions.

Maintains official and informal liaison with a wide variety of local, state and federal agencies to obtain funding and to facilitate the implementation of District plans.

Assists in conducting negotiations with governmental representatives in obtaining federal and state funding.

Reviews Division Management Information reports, analyzes trends, identifies problems, and makes recommendations for corrective action.

Assists in evaluating and making recommendations to the Board regarding selection of consultants for technical and administration studies and engineering.

May appear on radio and television programs and be interviewed by the press.

Performs the duties of the General Manger and administers the affairs of the District during his absence.

Directs marketing and public information programs and activities.

Directs the personnel administration of the District.

Supervises the development and preparation of the District Budget documents.

Participates in the negotiations of and interprets provisions of labor contracts.

Conducts grievance hearings and resolves grievances.

Prepares written reports for staff, Board of Directors and public presentations.

ATTACHMENT B

Completes special administrative projects.

Represents the District at various meetings.

Selects, trains and evaluates personnel.

Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of public administration, business management, budgeting, accounting and transit operations, transit maintenance, public sector labor relations, and public sector administration;
- Federal and State laws relating to public transit.
- Working knowledge of management information systems and ability to utilize MIS data to improve District performance.
- Principles and practices of personnel administration.
- Principles and practices of marketing and advertising.

Ability to:

- Supervise, motivate and evaluate personnel.
- Direct a variety of District activities.
- Demonstrated skills in technical and creative writing.
- Meet and deal effectively with the public.
- Speak Publicly.

Training and Experience

Any combination of training and experience equivalent to:

BA or BS degree from an accredited college in a technical, administrative, business or related field; Five years increasingly responsible experience in public transit or public administration, with a minimum of two years in transit management; Experience which demonstrates substantial knowledge and abilities pertinent to specific job functions may be substituted for the education requirement.

ATTACHMENT C



ASSISTANT HUMAN RESOURCES MANAGER

DEFINITION

Under direction, assists the manager in planning, organizing, administering, coordinating and directing Human Resources Department functions including: Equal Employment Opportunity; recruitment and merit examination; classification and compensation; labor relations; employee insurance and benefit programs; workers' compensation; and employee training; conducts research and analysis; supervises assigned staff; and performs other related duties as assigned.

EXAMPLE OF DUTIES

Assists in writing and administering the District's Equal Employment Opportunity Plan including compliance monitoring and community outreach and may be designated as the District's Equal Employment Opportunity Officer.

Performs labor relations activities including investigating and resolving employee grievances and discrimination complaints; negotiations preparation and participation; and assisting department supervisors and managers in employee relations.

Provides professional, analytical and administrative support to the Human Resources Department Manager. Assists the Department Manager in the development of the departmental budget. Acts in the absence of the Human Resources Manager.

Performs job analysis, evaluation, and classification studies; writes classification specifications and conducts compensation surveys; and compiles and analyzes compensation data; and makes recommendations and presentations.

Provides supervision and guidance over the recruitment, testing, merit selection, record management, employee insurance and benefits, and workers' compensation functions. May prepare proposals, bids, specifications and technical documents.

Participates in selection of staff; trains and evaluates staff; assigns and reviews work. Recommends improvements to the department's operations and systems.

Performs research and analysis for a variety of human resources programs and projects. Stays current on state and federal regulations affecting public sector human resources. Develops, revises, analyzes and interprets human resources policies and procedures. Conducts research and analyses for management activities, recommendations, programs and projects; and makes written and oral presentations.

Develops and conducts recruitment activities, examination development and test administration, and certify eligibility lists to the appointing departments.

ATTACHMENT C

Prepares and reviews a variety of human resources documents, reports and correspondence.

Provides administrative and technical advice and assistance to department supervisors and managers regarding human resource management.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of labor laws and employee relations.
- Applicable state and federal laws and regulations.
- Recruitment and selection techniques including merit principles.
- Principles of Equal Employment Opportunity and DFEH/EEOC regulations.
- Principles and practices of workers' compensation and employee benefits.
- Principles and practices of effective supervision, motivation, performance evaluation, progressive discipline and grievance resolution.
- Research and analysis methodologies including Job analysis and statistical analysis.
- Principles and operation of management information systems

Ability to:

- Act as a facilitator in resolving employee relations problems.
- Prepare and present both oral and written comprehensive and concise reports and recommendations.
- Interpret and apply laws, regulations, labor agreements, policies and procedures.
- Plan and coordinate the implementation of new procedures and projects.
- Develop and maintain effective human resources systems, programs and procedures.
- Operate an office computer including word processing and applicable software.
- Establish and maintain effective working relationship with employees and the public.

Training and Experience

Any combination of training and experience equivalent to:

Bachelor's degree from an accredited college in public or business administration, industrial psychology, or related field. Experience which demonstrates substantial knowledge and abilities pertinent to specific job functions may be substituted for the education on a year-for-year basis.

AND

Four years professional experience in human resources administration including one year supervision.



ATTACHMENT D

PURCHASING ASSISTANT

DEFINITION

Under close supervision, the Purchasing Assistant performs a variety of routine activities in the acquisition, approval, receipt and record keeping for purchased equipment, materials, services and supplies; performs routine purchasing. Researches, resolves, and maintains assigned product, price, and delivery discrepancies; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Purchasing Assistant is a paraprofessional. Incumbents initially perform duties under close supervision; but as experience is gained incumbents independently perform routine or standard purchasing activities within established policies and parameters and assist vendors and METRO staff in resolving problems and understanding METRO purchasing procedures.

EXAMPLES OF DUTIES

Receives requisitions; analyzes requisitions for compliance with METRO standards and ensures information is complete and accurate; identifies possible suppliers

Performs routine purchasing assignments, obtains quotes, and places orders

Assists with determining specification requirements on assigned purchases

Confers with departments to obtain required information and resolve questions regarding requirements

Investigates, assesses, and resolves straightforward product (e.g. damaged goods, incorrect merchandise), receiving (e.g., failure to deliver on time), vendor (e.g., billing problems), or other problems, complaints or discrepancies; contacts vendors and suppliers and appropriate internal departments to resolve issues

Uses CAL Card purchasing card on selected small purchases within established authorization limits and maintains related records

Reviews and analyzes quotations and bids received from suppliers and verifies for accuracy and completeness, calculates discounts, evaluates prices, delivery conditions and the quality and suitability of supplies, materials, services and equipment

Performs purchase order and catalog file maintenance

Provides technical training of procedures to others

Within level of authority, determines or recommends appropriate suppliers and vendors as determined by METRO purchasing policies and procedures

May assist purchasing agent in researching, developing, writing and compiling Invitation for Bids, Request for Quotations and Request for Proposals

Collects and analyzes purchasing related data, writes correspondence and compiles statistical reports

ATTACHMENT D

Acts as METRO liaison with vendors and suppliers, educates vendors and suppliers regarding purchasing policies and procedures

Requests and obtains information about products and services from suppliers and vendors; maintain vendor files

Interacts with other METRO departments to provide assistance and information as required

Regularly follows-up with departments on orders placed; coordinates end of year purchasing requirements for METRO departments

Performs related duties as required.

EMPLOYMENT STANDARDS

Sufficient training, education, and experience to demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed.

Knowledge of:

- Methods, procedures, and terminology used in public agency purchasing;
- Applicable state, and federal laws and regulations governing purchasing activities;
- General types and sources of equipment, materials and supplies used by a transportation authority;
- Standard office practices and procedures;
- Business correspondence, formats, report writing and proper business English usage, including grammar, spelling and punctuation;
- Good customer service skills.

Ability to:

- Operate a computer and word processing, spreadsheet and other standard software
- Organize, set priorities and exercise sound judgment within established guidelines
- Make calculations quickly and accurately
- Research discrepancies and make sound determinations regarding their resolution
- Understand and follow written and oral instructions
- Prepare clear, concise and highly accurate records and reports
- Communicate clearly and effectively orally and in writing
- Use tact, discretion, and diplomacy in dealing with contractors and vendors
- Research and analyze products and vendors
- Collect, assemble, and analyze technical data
- Understand, interpret, explain and apply METRO, state and federal rules, regulations, laws and policies
- Establish and maintain effective working relationships with METRO departments, suppliers, vendors and others encountered in the course of work

TRAINING AND EXPERIENCE

High school degree or G.E.D. **and** two years of purchasing-related or equivalent experience.

ATTACHMENT E



PARATRANSIT CLERK III

DEFINITION

Under supervision, performs a variety of administrative clerical duties including telephone and public reception, typing, filing, and general office work. Will be responsible for interpreting and input of payroll information. Processing purchase orders and requisitions. Other related duties as assigned.

DUTIES AND RESPONSIBILITIES

Develops and maintains effective working relationships with other staff, representatives of the community, customers, and the public.

Communicates effectively and respectfully with people from different racial, ethnic, cultural groups, physical and intellectual abilities, lifestyle choices and ages. Demonstrates an ability to be sensitive to the needs of customers.

Greets public and refers them to appropriate official and departmental staff.

Processes timecards and calculates payroll hours for department personnel; records hours worked, hours and types of leave used, and shift differentials, and other payroll provisions; responds to questions and researches payroll related problems; provides information to departmental personnel regarding payroll; develops, prepares, distributes, maintains and files a variety of reports, records, and documentation related to payroll and timekeeping.

Processes purchase orders and requisitions; prepares invoices for payment; verifies receipt, documentation, calculations, and proper billing amount; allocates to proper general ledger accounts; contacts vendors to resolve problems; maintains vendor lists.

Answers telephone and assists the public by referring them to the appropriate personnel, answering inquires on administrative matters and giving out standard forms.

Types reports, date from rough drafts and other documents as assigned. Corrects grammar, punctuation, spelling and proofreads copy.

Develops, maintains and updates general administrative files.

Operates office equipment, such as computer, ten key adding machine, typewriter, photocopy machine, postage meter.

Distributes and retrieves materials as needed.

Prepares and distributes inter-office mail.

Handles confidential materials, records, files and other privileged information.

ATTACHMENT E

Drive District vehicles pickup or deliver materials, correspondence or documents.
Arranges for meetings and performs details related to meeting preparation.

Performs office duties as directed.

Responsible for coordinating maintenance of office equipment and maintaining necessary records.

Maintain Department petty cash fund.

Inventory and requisition office supplies.

MINIMUM QUALIFICATIONS:

- Ability to interact with clients and staff in a professional manner
- Oral and written communication skills sufficient to complete paperwork and effectively communicate with the majority of clients.
- Working knowledge of standard office software (i.e. Microsoft Office) systems.
- Office procedures and practices including correspondence, composition, reports and filing.
- Correct spelling, grammar and punctuation.
- Maintain confidentiality accuracy of materials, records, files and other privileged information.
- Perform a variety of difficult clerical work under pressure.
- Work independently.
- Coordinate workload of several projects concurrently.
- Use standard office equipment (e.g. copiers, fax, postage meter, 10 key by touch).

Training and Experience

Any combination of training and experience equivalent to:

Two years full-time clerical experience including typing, filing, public reception and general office work. Secretarial business education may be substituted for up to six months of the required work experience.
Possession of a valid Class C driver's license or ability to obtain one.

PHYSICAL REQUIREMENTS:

While performing the duties of this job the employee is frequently required to sit, talk or hear, both in person and by telephone, use hands to finger, handle or feel objects or controls, reach with hands and arms. The employee is regularly required to stand, walk bend and twist and bend at the neck. Occasional lifting and overhead reaching is required. Visual abilities required include close vision, distance vision, and the ability to adjust focus.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Ellen Pirie, Chair, Board of Directors

SUBJECT: CONSIDERATION OF EXECUTION OF A LETTER OF AGREEMENT TO EXTEND THE CURRENT EMPLOYMENT AGREEMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2014.

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to execute a Letter of Agreement to extend the Employment Agreement with Leslie R. White to serve as General Manager for the period January 1, 2013 through December 31, 2014.

II. SUMMARY OF ISSUES

- On November 3, 1997 the Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager.
- On November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Mr. White with minor modifications.
- The current Employment Agreement between the Board of Directors and Mr. White will expire on December 31, 2012.
- Currently Mr. White desires to continue to serve METRO as the General Manager by Executing a Letter of Agreement to extend the current Agreement for the time period January 1, 2013 through December 31, 2014.

III. DISCUSSION

On November 3, 1997 the METRO Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager. On November 11, 1998, August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Leslie R. White with modifications.

The Employment Agreement Extension with Mr. White will expire on December 31, 2012. Currently, Mr. White has indicated that he desires to serve as the General Manager through December 31, 2014. A proposed Letter of Agreement to extend the Employment Agreement between METRO and Mr. White has been developed and is attached to this Staff Report. The

expiration date of the current Agreement would be changed to add the time period January 1, 2013 through December 31, 2014.

IV. FINANCIAL CONSIDERATIONS

The compensation and benefit costs associated with approval of the proposed Employment Agreement are provided for in the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Proposed Letter of Agreement to extend the Employment Agreement--
METRO/Leslie R. White

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Letter of Agreement

This is a Letter of Agreement made and entered into on October 28, 2011, by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "District"), and Leslie R. White (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the District is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the District and to appoint and fix the salary of the Secretary/General Manager; and

WHEREAS, the Board of Directors of the District, on November 3, 1997 entered into an Agreement to employ the services of Leslie R. White in the position of Secretary/General Manager; and

Whereas, on November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Leslie R. White, with minor modifications.

WHEREAS, the current Agreement between the Board of Directors and Leslie R. White expires on December 31, 2012; and,

WHEREAS, Leslie R. White is agreeable to serving as General Manager for the time period January 1, 2013 through December 31, 2014; and,

WHEREAS, the Board of Directors of the District and the Employee wish to continue the current Employment Agreement with Leslie R. White through December 31, 2014.

THEREFORE, the Board of Directors of the District and the Employee hereby agree that the current Employment Agreement is extended for the time period January 1, 2013 through December 31, 2014.

Employee:

Santa Cruz Metropolitan Transit District

LESLIE R. WHITE
General Manager

ELLEN PIRIE
Chair, Board of Directors

Date

Date