

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
FEBRUARY 8, 2008 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR DECEMBER 2007
- 5-3. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF STEPHEN SULLIVAN, CLAIM #08-0004;
DENY THE CLAIM OF JAMES W. TAYLOR, CLAIM #087-0006
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 20, 2008 AND MINUTES OF DECEMBER 19, 2007
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2007
- 5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH TELEPATH CORPORATION FOR RADIO MAINTENANCE AND REPAIR SERVICES

- 5-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH THE LAW OFFICES OF MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION
- 5-9. CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE HASLER POSTAGE MAILING MACHINE

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Beautz
THIS PRESENTATION WILL TAKE PLACE AT THE FEBRUARY 22, 2008 BOARD MEETING
- 7. **PUBLIC HEARING:** CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2008
Presented By: Mark Dorfman, Assistant General Manager
PUBLIC HEARING WILL TAKE PLACE AT THE FEBRUARY 22, 2008 BOARD MEETING
- 8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PG&E FOR SUPPLEMENTAL CNG FUELING
Presented By: Tom Stickel, Maintenance Manager
ACTION REQUESTED AT THE FEBRUARY 8, 2008 BOARD MEETING
- 9. CONSIDERATION OF FILING A NOTICE OF INTENT FOR PACIFIC STATION RENOVATION PROJECT WITH THE DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND OF PROVIDING DIRECTION TO DISTRICT COUNSEL FOR THE PREPARATION OF A PURCHASE AGREEMENT FOR THE PROPERTY LOCATED AT 425 FRONT STREET, SANTA CRUZ
Presented By: Leslie R. White, General Manager
ACTION REQUESTED AT THE FEBRUARY 8, 2008 BOARD MEETING
- 10. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR FEBRUARY 22, 2008 – NEW WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE
Presented By: Vice Chair Bustichi
ACTION REQUESTED AT THE FEBRUARY 8, 2008 BOARD MEETING
- 11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
- 12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)
 - a. Agency Negotiators Robyn Slater, Human Resources Manager,
Chief Spokesperson
Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mary Ferrick, Base Superintendent
 1. Employee Organization United Transportation Union (UTU), Local
23, Fixed Route
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
 - a. Property: 425 Front Street, Santa Cruz, CA
Negotiating parties: Ceil Cirillo, Tony Condotti, and Leslie R. White for
SCMTD
Mark Fallis for Greyhound/Transportation Realty
Income Partners L.P., Owner of 425 Front Street
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: SCMTD vs. Transportation Realty Income Partners
L.P., Greyhound Lines, et al.
(Complaint in Eminent Domain)

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting.

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
24295	01/04/08	713.89	382	AIRTEC SERVICE		16497	OUT RPR BLDG & IMP	713.89	
24296	01/04/08	1,179.91	763	ALEXANDER ELECTRIC		16516	OUT RPR-GENERATOR	1,179.91	
24297	01/04/08	176.36	002861	AMERICAN MESSAGING SVCS, LLC		16521	JAN PAGERS	176.36	
24298	01/04/08	154.44	294	ANDY'S AUTO SUPPLY	0	16443	REV VEH PARTS	154.44	
24299	01/04/08	17,075.79	941	ASSURANT EMPLOYEE BENEFITS		16561	JAN LTD INS	17,075.79	
24300	01/04/08	2,428.77	876	ATCHISON, BARISONE, CONDOTTI &	7	16550	LEGAL SVCS/MB	2.25	
						16551	LEGAL SVCS/425 FRONT	359.00	
						16552	LEGAL SVCS/RIVER ST	2,067.52	
24301	01/04/08	89.88	E271	BAUER, FRANK		16448	OFFICE SUPPLIES	89.88	
24302	01/04/08	100.00	B003	BEAUTZ, JAN	7	16498	DEC BOARD MTGS	100.00	
24303	01/04/08	992.00	002412	BORDEN DECAL		16487	REV VEH PARTS	992.00	
24304	01/04/08	2,179.00	616	BROWN ARMSTRONG		16432	07 AUDIT SERVICES	2,179.00	
24305	01/04/08	100.00	B018	BUSTICHI, DENE	7	16499	DEC BOARD MTGS	100.00	
24306	01/04/08	429,062.60	502	CA PUBLIC EMPLOYEES'		16450	JAN MEDICAL INS	429,062.60	
24307	01/04/08	1,316.34	002287	CALIFORNIA SERVICE EMPLOYEES		16451	JAN MEDICAL	1,316.34	
24308	01/04/08	425.37	E312	CHENG, FRANK		16455	11/6-11/9 EMP TRAVEL	425.37	
24309	01/04/08	652.00	001346	CITY OF SANTA CRUZ		16549	MB INSPECTION SVCS	652.00	
24310	01/04/08	100.00	B014	CITY OF WATSONVILLE		16507	DEC BOARD MTGS	100.00	
24311	01/04/08	271.87	504	CUMMINS WEST, INC.		16491	REV VEH PARTS	271.87	
24312	01/04/08	2,482.90	001000	DAIMLER CHRYSLER		16490	REV VEH PARTS	2,383.96	
						16492	REV VEH PARTS	98.94	
24313	01/04/08	115.67	002389	DARCO PRINTING	7	16449	OFFICE SUPPLY/OPS	115.67	
24314	01/04/08	2,309.05	753	DEPARTMENT OF GENERAL SERVICES		16414	CONTRACT FEES	2,309.05	
24316	01/04/08	8,796.43	085	DIXON & SON TIRE, INC.		16468	TIRES & TUBES	254.00	
						16469	TIRES & TUBES	1,199.77	
						16470	TIRES & TUBES	272.20	
						16471	TIRES & TUBES	151.79	
						16472	TIRES & TUBES	800.10	
						16473	TIRES & TUBES	1,003.50	
						16474	TIRES & TUBES	508.00	
						16475	TIRES & TUBES	612.92	
						16476	TIRES & TUBES	718.73	
						16477	TIRES & TUBES	18.00	
						16478	TIRES & TUBES	817.23	
						16479	TIRES & TUBES	1,756.13	
						16480	TIRES & TUBES	208.24	
						16481	TIRES & TUBES	396.93	
						16482	TIRES & TUBES	78.89	
24317	01/04/08	1,854.19	432	EXPRESS PERSONNEL SERVICES		16547	TEMP/OPS W/E 12/16	930.00	
						16548	TEMP/OPS W/E 12/9	924.19	
24319	01/04/08	590.72	372	FEDERAL EXPRESS		16526	NOV MAIL/ADM	27.90	
						16527	NOV MAIL/IT	21.55	
						16528	NOV MAIL/ADM	19.16	
						16529	NOV MAIL/ADM	26.15	
						16530	NOV MAIL/FLT	21.44	
						16531	NOV MAIL/ADM	39.44	
						16532	NOV MAIL/ADM	32.85	
						16533	NOV MAIL/ADM	45.44	
						16534	NOV MAIL/FLT	45.61	
						16535	NOV MAIL/ADM	29.24	

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						16536	NOV MAIL/ADM	32.85	
						16537	DEC MAIL/IT	40.19	
						16538	DEC MAIL/ADM	37.07	
						16539	DEC MAIL/ADM	24.03	
						16540	DEC MAIL/ADM	19.33	
						16541	DEC MAIL/ADM	29.49	
						16542	DEC MAIL/ADM	28.14	
						16543	DEC MAIL/IT	48.14	
						16565	MISC FED EX	22.70	
24320	01/04/08	7,997.52	912	FOLGER GRAPHICS		16435	PRINTING/HEADWAYS	7,997.52	
24321	01/04/08	50.04	647	GFI GENFARE		16483	REV VEH PARTS	50.04	
24322	01/04/08	2,353.82	117	GILLIG CORPORATION		16488	REV VEH PARTS	2,353.82	
24323	01/04/08	698.09	282	GRAINGER		16422	PARTS & SUPPLIES	383.96	
						16423	PARTS & SUPPLIES	158.32	
						16493	REPAIRS/MAINTENANCE	155.81	
24324	01/04/08	156.78	546	GRANITEROCK COMPANY		16494	REPAIRS/MAINTENANCE	156.78	
24325	01/04/08	100.00	B021	HAGEN, DONALD N.	7	16500	DEC BOARD MTGS	100.00	
24326	01/04/08	60,235.00	001035	HARRIS & ASSOCIATES		16514	MB 07 PROF SVCS	60,235.00	
24327	01/04/08	50.00	B006	HINKLE, MICHELLE	7	16501	DEC BOARD MTGS	50.00	
24328	01/04/08	165.12	215	IKON OFFICE SOLUTIONS		16513	11/19-12/18 MAINT/AD	165.12	
24329	01/04/08	6,020.80	878	KELLY SERVICES, INC.		16452	TEMP/IT W/E 12/09	2,272.00	
						16453	TEMP/IT W/E 12/16	2,272.00	
						16545	TEMP/OPS W/E 12/16	1,476.80	
24330	01/04/08	1,925.88	039	KINKO'S INC.		16546	NOV PRINTING/OPS	1,925.88	
24331	01/04/08	44.00	E475	MAHAN, DAVID		16441	DMV FEES	44.00	
24332	01/04/08	1,886.64	001052	MID VALLEY SUPPLY		16495	CLEANING SUPPLIES	1,322.77	
						16496	CLEANING SUPPLIES	310.31	
						16525	CLEANING SUPPLIES	253.56	
24333	01/04/08	70.00	041	MISSION UNIFORM		16465	UNIF/LAUNDRY/FLT	35.00	
						16466	UNIF/LAUNDRY/FLT	35.00	
24334	01/04/08	260.00	001155	MONSTERTRAK		16412	PLAN. INTERN CLAS AD	260.00	
24335	01/04/08	427.97	001454	MONTEREY BAY OFFICE PRODUCTS		16411	12/1-2/29 COPIER/ADM	427.97	
24336	01/04/08	830.62	001063	NEW FLYER INDUSTRIES LIMITED		16484	REV VEH PARTS	11.20	
						16485	REV VEH PARTS	151.62	
						16486	REV VEH PARTS	610.20	
						16523	REV VEH PARTS	3.60	
						16524	REV VEH PARTS	54.00	
24337	01/04/08	100.00	B020	NICOL, KIRBY	7	16502	DEC BOARD MTGS	100.00	
24338	01/04/08	7,969.74	009	PACIFIC GAS & ELECTRIC		16554	11/29-12/27 DUBOIS	131.42	
						16555	11/29-12/27 DUBOIS	8.39	
						16556	11/29-12/28 ENCINAL	3,095.96	
						16557	11/29-12/27 RIVER	2,002.98	
						16558	11/29-12/27 VERNON	1,451.50	
						16559	11/29-12/27 DUBOIS	12.23	
						16560	11/29-12/27 RIVER	1,267.26	
24339	01/04/08	220.00	481	PIED PIPER EXTERMINATORS, INC.		16517	DEC PEST CONTROL	48.50	
						16518	DEC PEST CONTROL	48.50	
						16519	DEC PEST CONTROL	53.00	
						16520	DEC PEST CONTROL	70.00	
24340	01/04/08	922.03	156	PRINT GALLERY, THE		16434	PRINT ROUTE STICKERS	922.03	

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24341	01/04/08	9.00	050A	PURCHASE POWER		16509	ACCOUNT ACCESS FEE	9.00	
24342	01/04/08	50.00	B011	REILLY, EMILY	7	16503	DEC BOARD MTGS	50.00	
24343	01/04/08	425.00	001153	REPUBLIC ELEVATOR COMPANY		16515	ELEVATOR REPAIR	425.00	
24344	01/04/08	80.00	E173	RHODES, BRUCE		16564	EMP TRAVEL/NGVI-CNG	80.00	
24345	01/04/08	100.00	B015	ROTKIN, MIKE	7	16504	DEC BOARD MTGS	100.00	
24346	01/04/08	648.76	135	SANTA CRUZ AUTO PARTS, INC.		16444	REV VEH PARTS	501.27	
						16445	REV VEH PARTS	16.84	
						16446	REV VEH PARTS	20.18	
						16447	REV VEH PARTS	110.47	
24347	01/04/08	132.00	001523	SANTA CRUZ MEDICAL CLINIC	7	16409	MEDICAL EXAM	66.00	
						16410	MEDICAL EXAM	66.00	
24348	01/04/08	5,236.06	079	SANTA CRUZ MUNICIPAL UTILITIES		16456	11/22-12/18 RIVER	2,152.80	
						16457	11/22-12/18 VERNON	533.96	
						16458	11/22-12/18 VERNON	102.52	
						16459	11/22-12/18 GOLF CLB	925.96	
						16460	11/22-12/18 DUBOIS	366.83	
						16461	11/22-12/18 ENCINAL	116.96	
						16462	11/22-12/18 DUBOIS	98.33	
						16463	11/22-12/18 RIVER	121.06	
						16464	11/22-12/18 ENCINAL	817.64	
24349	01/04/08	402.44	001	SBC		16442	DEC REPEATERS/OPS	402.44	
24350	01/04/08	187.98	122	SCMTD PETTY CASH - OPS		16413	PETTY CASH/OPS	187.98	
24351	01/04/08	425.17	788	SCMTD PETTY CASH - FINANCE		16512	PETTY CASH/FINANCE	425.17	
24352	01/04/08	244.54	002459	SCOTTS VALLEY WATER DISTRICT		16508	10/9-12/6 KINGS VLG	244.54	
24353	01/04/08	246.00	957	SECURITY SHORING & STEEL PLT		16415	10/28-11/27 RENTAL	246.00	
24354	01/04/08	100.00	B012	SPENCE, PAT	7	16505	DEC BOARD MTGS	100.00	
24355	01/04/08	100.00	B017	STONE, MARK	7	16506	DEC BOARD MTGS	100.00	
24356	01/04/08	1,185.00	001157	SWEENEY, MASON, WILSON & BOSWOR		16510	11/30-12/3 PROF SVCS	1,185.00	
24357	01/04/08	1,209.53	002504	TIFCO INDUSTRIES		16416	CREDIT MEMO	-7.55	
						16417	CREDIT MEMO	-5.37	
						16418	CREDIT MEMO	-28.21	
						16419	PARTS & SUPPLIES	475.11	
						16420	PARTS & SUPPLIES	521.59	
						16421	PARTS & SUPPLIES	197.89	
						16511	PARTS & SUPPLIES	56.07	
24358	01/04/08	54.65	007	UNITED PARCEL SERVICE		16467	FRT OUT-FLT	54.65	
24359	01/04/08	10.83	946	UNITED SITE SERVICES		16544	FENCE RENT/DUBOIS	10.83	
24360	01/04/08	2,000.00	002873	USPS-HASLER		16553	POSTAGE/ADM	2,000.00	
24361	01/04/08	3,833.57	002829	VALLEY POWER SYSTEMS, INC.		16425	REV VEH PARTS	265.35	
						16431	CONV MUFFLER	2,329.42	
						16489	REV VEH PARTS	1,238.80	
24362	01/04/08	124.38	221	VEHICLE MAINTENANCE PROGRAM		16424	REV VEH PARTS	124.38	
24363	01/04/08	53.33	434B	VERIZON CALIFORNIA		16522	MT. BIEWLASKI	53.33	
24364	01/04/08	10,871.22	001043	VISION SERVICE PLAN		16562	JAN VISION INS	10,871.22	
24365M01/07/08		11,590.79	002104	SELF-INSURANCE PLANS WORKERS COMP		16689	WORKERS COMP	11,590.79	MANUAL
24366	01/11/08	3,463.81	001A	AT&T/MCI		16746	NOV PHONES/IT	1,479.45	
						16747	DEC PHONES	1,984.36	
24367	01/11/08	15.20	002689	B & B SMALL ENGINE		16584	REPAIRS/MAINTENANCE	15.20	
24368	01/11/08	4,118.00	002035	BOWMAN & WILLIAMS		16690	11/26-12/25 PROF SVC	534.00	

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24369	01/11/08	900.00	983	CENTRAL MAINTENANCE COMPANY		16691	11/26-11/25 PROF SVC	3,584.00	
24370	01/11/08	1,211.10	001346	CITY OF SANTA CRUZ		16670	DEC JANITORIAL/PT	900.00	
						16723	PARKING DEF FEES	573.60	
						16724	BUSINESS IMPROVEMENT	637.50	
24371	01/11/08	731.25	001113	CLARKE, SUSAN	7	16743	EXT BUS ANNOUNC/AUD	731.25	
24372	01/11/08	3,110.61	909	CLASSIC GRAPHICS		16574	OUT RPR REV VEH	1,670.23	
						16715	OUT RPR REV VEH	1,440.38	
24373	01/11/08	75.00	T151	COOPER, ROBYN		16744	25 PT CONV. COUPONS	75.00	
24374	01/11/08	17.75	002063	COSTCO		16437	PHOTO PROCESS/OPS	2.20	
						16438	PHOTO PROCESS/OPS	8.60	
						16439	PHOTO PROCESS/OPS	5.82	
						16440	PHOTO PROCESS/OPS	1.13	
24375	01/11/08	106,024.45	002814	CREATIVE BUS SALES, INC.		16665	NEW P/T VAN	53,853.10	
						16666	NEW P/T VAN	52,171.35	
24376	01/11/08	7,739.86	504	CUMMINS WEST, INC.		16577	REV VEH PARTS	4,056.38	
						16613	REV VEH PARTS	3,683.48	
24377	01/11/08	136.40	001000	DAIMLER CHRYSLER		16610	REV VEH PARTS	136.40	
24378	01/11/08	75,323.94	001316	DEVCO OIL		16605	12/18-12/31 FUEL/FLT	75,323.94	
24379	01/11/08	3,741.08	480	DIESEL MARINE ELECTRIC, INC.		16580	REV VEH PARTS	3,741.08	
24380	01/11/08	1,078.15	085	DIXON & SON TIRE, INC.		16637	TIRES & TUBES	387.61	
						16682	TIRES & TUBES	368.43	
						16683	TIRES & TUBES	322.11	
24381	01/11/08	61.00	002388	DOGHERRA'S	7	16575	TOW # 602	61.00	
24382	01/11/08	2,024.28	117	GILLIG CORPORATION		16612	REV VEH PARTS	266.26	
						16615	REV VEH PARTS/SUPPLY	528.77	
						16616	OTH MOB SUPPLIES	1,229.25	
24383	01/11/08	81.17	E162	GOUVEIA, ANNA		16742	UNIF/LAUNDRY/OPS	81.17	
24384	01/11/08	818.53	282	GRAINGER		16586	REPAIRS/MAINTENANCE	174.17	
						16587	REPAIRS/MAINTENANCE	31.18	
						16588	REPAIRS/MAINTENANCE	487.54	
						16589	REPAIRS/MAINTENANCE	63.28	
						16693	REPAIRS/MAINTENANCE	31.18	
						16694	REPAIRS/MAINTENANCE	31.18	
24385	01/11/08	10.31	546	GRANITEROCK COMPANY		16738	REPAIRS/MAINTENANCE	-162.75	
						16739	REPAIRS/MAINTENANCE	173.06	
24386	01/11/08	496.71	001097	GREENWASTE RECOVERY, INC.		16729	JAN-MAR BIG BASIN	50.67	
						16730	JAN-MAR LOMOND/HWY	50.67	
						16731	JAN-MAR SOQUEL/NORTH	81.01	
						16732	JAN-MAR SOQUEL/SOUTH	96.18	
						16733	JAN-MAR HWY 17/BC	152.03	
						16734	JAN-MAR AIRPORT/FREE	-35.19	
						16735	JAN-MAR 2400 FREE	50.67	
						16736	JAN-MAR FREE/BOWKER	50.67	
24387	01/11/08	97.00	001132	INLINE TRANSLATION SVCS, INC.		16635	TRANSLATION SVCS	97.00	
24388	01/11/08	60.14	1117	KELLEY'S SERVICE INC.		16430	PARTS & SUPPLIES	30.67	
						16571	PARTS & SUPPLIES	29.47	
24389	01/11/08	113.94	074	KENVILLE LOCKSMITHS	7	16427	OUT RPR BLDG & IMP	70.00	
						16579	REV VEH PARTS	43.94	
24390	01/11/08	272.00	852	LAW OFFICES OF MARIE F. SANG	7	16631	WORKERS COMP CLAIM	272.00	
24391	01/11/08	312.70	024	LLOYD'S TIRE SERVICE, INC.		16572	OUT RPR OTH VEH	312.70	

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24392	01/11/08	435.96	107A	LUMBERMENS		16581	REPAIRS/MAINTENANCE	72.22	
						16582	REPAIRS/MAINTENANCE	260.91	
						16583	REPAIRS/MAINTENANCE	59.54	
						16585	REPAIRS/MAINTENANCE	34.17	
						16703	REPAIRS/MAINTENANCE	9.12	
24393	01/11/08	1,677.00	001145	MANAGED HEALTH NETWORK		16726	DEC/JAN EAP PREMIUM	1,677.00	
24394	01/11/08	764.77	001358	MARINA MOTOR COMPANY		16640	REV VEH PARTS	429.12	
						16641	REV VEH PARTS	77.83	
						16642	REV VEH PARTS	191.46	
						16643	REV VEH PARTS	66.36	
24395	01/11/08	398.06	001052	MID VALLEY SUPPLY		16674	CREDIT MEMO	-81.16	
						16675	CLEANING SUPPLIES	479.22	
24397	01/11/08	1,108.44	041	MISSION UNIFORM		16428	UNIF & LAUNDRY	97.14	
						16566	UNIF/LAUNDRY/FLT	54.05	
						16567	UNIF/LAUNDRY/FLT	171.06	
						16568	UNIF/LAUNDRY/FLT	56.17	
						16569	UNIF/LAUNDRY/FLT	325.63	
						16636	UNIF/LAUNDRY/PT	53.00	
						16646	UNIF/LAUNDRY/FLT	8.66	
						16647	UNIF/LAUNDRY/FLT	38.97	
						16648	UNIF/LAUNDRY/FLT	47.63	
						16649	UNIF/LAUNDRY/FLT	21.65	
						16705	UNIF/LAUNDRY/FAC	22.32	
						16717	UNIF/LAUNDRY/FAC	37.16	
						16718	UNIF/LAUNDRY/FAC	70.00	
						16719	UNIF/LAUNDRY/FAC	35.00	
						16720	UNIF/LAUNDRY/FAC	35.00	
						16721	UNIF/LAUNDRY/FAC	35.00	
24398	01/11/08	201.33	288	MUNCIE TRANSIT SUPPLY		16688	REV VEH PARTS	201.33	
24399	01/11/08	159.84	887	NEOPOST, INC		16638	OFFICE SUPPLIES/PT	159.84	
24401	01/11/08	8,965.71	001063	NEW FLYER INDUSTRIES LIMITED		16651	REV VEH PARTS	438.00	
						16652	REV VEH PARTS	501.10	
						16653	REV VEH PARTS	2,003.12	
						16654	REV VEH PARTS	41.95	
						16655	REV VEH PARTS	41.95	
						16656	REV VEH PARTS	78.08	
						16657	PARTS & SUPPLIES	31.84	
						16658	REV VEH PARTS	183.66	
						16659	REV VEH PARTS	1,197.93	
						16660	REV VEH PARTS	94.41	
						16661	REV VEH PARTS	3,087.90	
						16662	REV VEH PARTS	62.94	
						16663	REV VEH PARTS	34.50	
						16664	REV VEH PARTS	217.18	
						16740	REV VEH PARTS	951.15	
24402	01/11/08	2,139.65	002721	NEXTEL COMMUNICATIONS		16741	10/26-11/25 PHONE/OP	2,139.65	
24403	01/11/08	9,962.35	009	PACIFIC GAS & ELECTRIC		16645	11/29-12/27 FLEET	7,931.06	
						16728	12/4-1/3 920 PACIFIC	2,031.29	
24404	01/11/08	300.97	043	PALACE ART & OFFICE SUPPLY		16426	CREDIT MEMO	-1.82	
						16433	OFFICE SUPPLIES/OPS	263.44	

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						16436	OFFICE SUPPLY/MTC	8.22	
						16608	OFFICE SUPPLIES/FLT	7.11	
						16609	OFFICE SUPPLIES/FLT	24.02	
24405	01/11/08	887.00	950	PARADISE LANDSCAPE INC	0	16625	JAN MAINTENANCE	887.00	
24406	01/11/08	7,285.00	942	PROOFPOINT, INC.		16454	OUT REPAIR-EQUIP	7,285.00	
24407	01/11/08	893.96	001379	SAFETY-KLEEN SYSTEMS, INC.		16626	HAZ WASTE DISP	893.96	
24408	01/11/08	490.78	002713	SANTA CRUZ AUTO TECH, INC.		16639	OUT RPR REV VEH	490.78	
24409	01/11/08	650.51	135	SANTA CRUZ AUTO PARTS, INC.		16429	PARTS & SUPPLIES	24.47	
						16570	CLEANING SUPPLIES	31.95	
						16576	REV VEH PARTS	40.62	
						16591	REV VEH PARTS	50.94	
						16592	REV VEH PARTS	393.72	
						16593	REV VEH PARTS	37.69	
						16594	REV VEH PARTS	71.12	
24410	01/11/08	165.00	001121	SILENT PARTNER SECURITY SYS.		16671	1/1-3/31 SEC. VERNON	165.00	
24411	01/11/08	3,478.72	001036	STANDARD INSURANCE COMPANY		16727	JAN LIFE/AD&D INS	3,478.72	
24412	01/11/08	1,439.55	080A	STATE BOARD OF EQUALIZATION		16745	OCT-DEC 07 FUEL TAX	1,439.55	
24413	01/11/08	68.67	080B	STATE BOARD OF EQUALIZATION		16722	UNDRND STORAGE TANK	68.67	
24414	01/11/08	12,504.59	001648	STEVE'S UNION SERVICE		16737	DEC FUEL/PT	12,504.59	
24415	01/11/08	2,954.93	002805	TELEPATH CORPORATION		16606	JAN MAINT/REPAIRS	2,707.41	
						16624	OUT RPR EQUIP	206.33	
						16673	OUT RPR EQUIP	41.19	
24416	01/11/08	695.31	002504	TIFCO INDUSTRIES		16622	PARTS & SUPPLIES	100.26	
						16672	PARTS & SUPPLIES	595.05	
24417	01/11/08	82.03	170	TOWNSEND'S AUTO PARTS		16596	REV VEH PARTS	82.03	
24418	01/11/08	119.07	007	UNITED PARCEL SERVICE		16619	FRT OUT/FLT	68.68	
						16714	FRT OUT/FLT	50.39	
24419	01/11/08	736.05	002829	VALLEY POWER SYSTEMS, INC.		16578	REV VEH PARTS	736.05	
24420	01/11/08	981.24	221	VEHICLE MAINTENANCE PROGRAM		16685	REV VEH PARTS	618.60	
						16686	REV VEH PARTS	362.64	
24421	01/11/08	1,012.20	R510	WAWANESA GENERAL INSURANCE		16725	SETTLEMENT/RISK	1,012.20	
24422	01/11/08	1,525.51	001506	WESTERN STATES OIL CO., INC.		16573	FUEL & LUBE/FLT	1,525.51	
24423	01/11/08	140.73	042	WFCB-OSH COMMERCIAL SERVICES		16695	REPAIRS/MAINTENANCE	33.71	
						16696	REPAIRS/MAINTENANCE	14.03	
						16697	REPAIRS/MAINTENANCE	38.08	
						16698	REPAIRS/MAINTENANCE	17.85	
						16699	REPAIR/MAINTENANCE	10.06	
						16700	REPAIR/MAINTENANCE	27.00	
24424	01/11/08	110.08	147	ZEE MEDICAL SERVICE CO.		16627	SAFETY SUPPLIES	12.48	
						16668	SAFETY SUPPLIES	22.73	
						16669	SAFETY SUPPLIES	30.11	
						16704	SAFETY SUPPLIES	44.76	
24425	01/11/08	1,490.61	148	ZEP MANUFACTURING COMPANY		16687	REV VEH PARTS	1,490.61	
24426	01/18/08	108.96	020	ADT SECURITY SERVICES INC.					VOIDED
	01/24/08	-108.96							
24427	01/18/08	43.50	886	ALL PURE WATER	0	16847	RIVER ST. SECURITY	0.00	
24428	01/18/08	603.75	001128	ALWAYS TOWING & RECOVERY, INC		16623	OFFICE SUPPLIES/FLT	43.50	
24429	01/18/08	193.03	294	ANDY'S AUTO SUPPLY	0	16808	TOW # 2310	603.75	
						16597	PARTS & SUPPLIES	9.50	
						16598	PARTS & SUPPLIES	15.08	
						16618	PARTS & SUPPLIES	168.45	

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24430	01/18/08	2,898.00	948	ARNTZ BUILDERS, INC.		16862	CONST SVC MB TO 9/30	2,898.00	
24431	01/18/08	831.99	001A	AT&T/MCI		16786	NOV PHONES/PT	494.32	
						16787	NOV PHONES/PT	51.44	
						16852	JAN PHONES/FAC	286.23	
24432	01/18/08	435.40	664	BAY COUNTIES PITCOCK PETROLEUM		16775	FUEL & LUBE-FLT	435.40	
24433	01/18/08	12.32	123	BAY PHOTO LAB		16783	PHOTO SUPPLY/PROC	12.32	
24434	01/18/08	5,000.00	001365	BORTNICK, ROBERT S. & ASSOC.	7	16861	CALL STOP SURVEY	5,000.00	
24435	01/18/08	165.66	002189	BUS & EQUIPMENT		16784	REV VEH PARTS	165.66	
24436	01/18/08	96.31	002898	CEB		16830	CA TORT GUIDE 3RD ED	96.31	
24437	01/18/08	1,320.80	001346	CITY OF SANTA CRUZ		16644	COOP RETAIL MGT	1,273.88	
						16769	12/05-12/21 LANDFILL	46.92	
24438	01/18/08	10.34	130	CITY OF WATSONVILLE UTILITIES		16849	12/1-1/1 RODRIGUEZ	10.34	
24439	01/18/08	1,272.86	909	CLASSIC GRAPHICS		16607	OUT RPR REV VEH	1,272.86	
24440	01/18/08	32,831.41	002569	COMERICA BANK		16692	WORK COMP FUND	32,831.41	
24441	01/18/08	184.00	367	COMMUNITY TELEVISION OF		16790	TV TAPING 12/21 MTG	184.00	
24442	01/18/08	25.48	002063	COSTCO		16628	PHOTO PROCESS/OPS	4.56	
						16629	PHOTO PROCESS/OPS	6.91	
						16630	PHOTO PROCESS/OPS	1.87	
						16856	PHOTO PROCESS/OPS	2.86	
						16857	PHOTO PROCESS/OPS	2.24	
						16858	PHOTO PROCESS/OPS	4.18	
						16859	PHOTO PROCESS/OPS	2.86	
24443	01/18/08	107.92	002814	CREATIVE BUS SALES, INC.		16782	REV VEH PARTS	107.92	
24444	01/18/08	41,601.50	800	DELTA DENTAL PLAN		16832	JAN DENTAL	41,601.50	
24445	01/18/08	81,377.23	001316	DEVCO OIL		16797	1/2-1/14 FUEL FLT	81,377.23	
24446	01/18/08	2,114.58	085	DIXON & SON TIRE, INC.		16677	TIRES & TUBES	359.36	
						16678	TIRES & TUBES	408.62	
						16679	TIRES & TUBES	793.85	
						16680	TIRES & TUBES	501.75	
						16681	TIRES & TUBES	33.00	
						16781	TIRES & TUBES	18.00	
24447	01/18/08	350.00	916	DOCTORS ON DUTY		16748	DRUG TEST	25.00	
						16749	DRUG TEST	30.00	
						16750	DRUG TEST	25.00	
						16751	DRUG TEST	25.00	
						16752	DRUG TEST	30.00	
						16753	DRUG TEST	30.00	
						16754	DRUG TEST	25.00	
						16755	DRUG TEST	30.00	
						16756	DRUG TEST	25.00	
						16757	DRUG TEST	25.00	
						16758	DRUG TEST	25.00	
						16759	DRUG TEST	30.00	
						16760	DRUG TEST	25.00	
24448	01/18/08	499.00	861	EMPLOYER RESOURCE INSTITUTE		16799	CA EMP ADVIS.ONLINE	499.00	
24449	01/18/08	795.00	001492	EVERGREEN OIL INC.		16770	HAZ WASTE DISP	215.00	
						16771	HAZ WASTE DISP	580.00	
24450	01/18/08	1,668.19	432	EXPRESS PERSONNEL SERVICES		16833	TEMP/OPS W/E 12/30	738.19	
						16860	TEMP/OPS W/E 12/23	930.00	
24451	01/18/08	61.33	M098	FAUCI, SUSAN	0	9001468	MED PYMT SUPP	61.33	

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24452	01/18/08	25.80	E358	FUENTES, JOHN		16796	IWC VIOLATION	25.80	
24453	01/18/08	2,574.07	647	GFI GENFARE		16709	REV VEH PARTS	739.60	
						16710	REV VEH PARTS	1,834.47	
24454	01/18/08	2,394.21	117	GILLIG CORPORATION		16716	OTH MOB SUPPLIES	2,394.21	
24455	01/18/08	123.69	282	GRAINGER		16810	REPAIRS/MAINTENANCE	123.69	
24456	01/18/08	64.27	E378	GRANADOS-BOYCE, MARIA		16835	OFFICE SUPPLIES	64.27	
24457	01/18/08	393.92	001097	GREENWASTE RECOVERY, INC.		16848	DEC RESEARCH PARK	170.56	
						16850	DEC MT HERMON/KINGS	57.60	
						16851	DEC KINGS VILLAGE	165.76	
24458	01/18/08	48.83	510A	HASLER, INC.		16793	2/1-2/29 RENTAL/ADM	48.83	
24459	01/18/08	45.12	E322	HICKEY, MARK		16761	EMP TRAVEL/HICKEY	45.12	
24460	01/18/08	804.11	166	HOSE SHOP, THE		16840	SMALL TOOL	61.32	
						16841	PARTS & SUPPLIES	31.12	
						16842	PARTS & SUPPLIES	67.73	
						16843	REPAIRS/MAINTENANCE	115.14	
						16844	REPAIRS/MAINTENANCE	405.40	
						16845	REPAIRS/MAINTENANCE	3.45	
						16846	REPAIRS/MAINTENANCE	119.95	
24461	01/18/08	95.98	215A	IKON FINANCIAL SERVICES		16834	PROPERTY TAX ASSESS	95.98	
24462	01/18/08	535.99	493	IMAGING PRODUCTS INTERNATIONAL		16611	PHOTO SUPPLY/OPS	535.99	
24463	01/18/08	320.74	039	KINKO'S INC.		16826	NOV PRINTING/MTC	320.74	
24464	01/18/08	147.00	001093	KROLL LABORATORY SPECIALISTS		16632	DEC DRUG TESTS	147.00	
24465	01/18/08	3,060.00	674	LIBBERT CASSIDY WHITMORE	7	16865	1/1-12/31 EMP TRAIN	3,060.00	
24466	01/18/08	87.77	107A	LUMBERMENS		16701	REPAIRS/MAINTENANCE	40.94	
						16702	REPAIRS/MAINTENANCE	46.83	
24467	01/18/08	2,660.25	511	LUMINATOR		16711	REV VEH PARTS	2,660.25	
24468	01/18/08	709.57	041	MISSION UNIFORM		16590	UNIF/LAUNDRY/FAC	111.69	
						16600	UNIF/LAUNDRY/FLT	1.08	
						16601	UNIF/LAUNDRY/FLT	282.53	
						16602	UNIF/LAUNDRY/FLT	56.17	
						16603	UNIF/LAUNDRY/FLT	129.35	
						16604	UNIF/LAUNDRY/FLT	44.78	
						16706	UNIF/LAUNDRY/FAX	22.32	
						16780	UNIF/LAUNDRY/FAC	40.00	
						16854	UNIF/LAUNDRY/FLT	21.65	
24469	01/18/08	27,052.88	002891	NCLN20, INC.		16864	DEC SECURITY	27,052.88	
24470	01/18/08	683.60	001063	NEW FLYER INDUSTRIES LIMITED		16837	REV VEH PARTS	683.60	
24471	01/18/08	1,620.25	002721	NEXTEL COMMUNICATIONS		16785	DEC PHONES/PT	1,620.25	
24472	01/18/08	612.34	004	NORTH BAY FORD LINC-MERCURY		16617	OTH MOB SUPPLIES	612.34	
24473	01/18/08	104.97	001002	ORACLE CORPORATION		16800	SUPP/UPDATE 9/1-11/1	104.97	
24474	01/18/08	16,320.09	009	PACIFIC GAS & ELECTRIC		16774	11/28-1/8 KINGS VLG	1,912.37	
						16855	DEC CNG-FLT	14,407.72	
24475	01/18/08	188.80	043	PALACE ART & OFFICE SUPPLY		16634	OFFICE SUPPLIES/FIN	79.43	
						16788	OFFICE SUPPLIES/ADM	22.03	
						16789	OFFICE SUPPLIES/ADM	87.34	
24476	01/18/08	16.91	050	PITNEY BOWES INC.		16795	ACCOUNT ACCESS FEE	16.91	
24477	01/18/08	7,430.00	001149	PREFERRED PLUMBING, INC.		16798	INSTALL BACKFLOWS	7,430.00	
24478	01/18/08	240.00	592	R & S ERECTION OF		16838	DOOR REPAIR/PT	240.00	
24479	01/18/08	115.56	045	ROYAL WHOLESALE ELECTRIC		16839	REPAIRS/MAINTENANCE	115.56	
24480	01/18/08	7,213.56	018	SALINAS VALLEY FORD SALES		16801	REV VEH PARTS	900.33	

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						16802	REV VEH PARTS	1,999.32	
						16803	REV VEH PARTS	1,317.73	
						16804	REV VEH PARTS	1,306.88	
						16805	REV VEH PARTS	1,120.37	
						16806	REV VEH PARTS	30.99	
						16807	REV VEH PARTS	537.94	
24481	01/18/08	600.88	002713	SANTA CRUZ AUTO TECH, INC.		16812	OUT RPR REV VEH	49.00	
						16813	OUT RPR REV VEH	49.00	
						16814	OUT RPR REV VEH	49.00	
						16815	OUT RPR REV VEH	49.00	
						16816	OUT RPR REV VEH	49.00	
						16817	OUT RPR REV VEH	49.00	
						16818	OUT RPR REV VEH	49.00	
						16819	OUT RPR REV VEH	49.00	
						16820	OUT RPR REV VEH	49.00	
						16821	OUT RPR REV VEH	49.00	
						16822	OUT RPR REV VEH	55.44	
						16823	OUT RPR REV VEH	55.44	
24482	01/18/08	36.81	135	SANTA CRUZ AUTO PARTS, INC.		16595	REV VEH PARTS	4.86	
						16599	PARTS & SUPPLIES	31.95	
24483	01/18/08	34.51	848	SANTA CRUZ ELECTRONICS, INC.		16829	OFFICE SUPPLY/IT	34.51	
24484	01/18/08	2,485.89	079	SANTA CRUZ MUNICIPAL UTILITIES		16772	11/27-12/27 PACIFIC	61.12	
						16773	11/27-12/27 PACIFIC	2,424.77	
24485	01/18/08	1,446.45	149	SANTA CRUZ SENTINEL	0	16776	CLASS ADV-PURCHASING	236.55	
						16791	PUB HRG NOT WINT 07	303.25	
						16792	PUB NOTICE DBE GOAL	181.25	
						16836	CLASS ADV-PURCHASING	725.40	
24486	01/18/08	30.00	880	SEISINT, INC.		16831	PROF/TECH SVC/RISK	30.00	
24487	01/18/08	100.00	B016	SKILLICORN, DALE	7	16794	JAN BOARD MTGS	100.00	
24488	01/18/08	1,689.43	001976	SPORTWORKS NORTHWEST, INC.		16684	REV VEH PARTS	1,689.43	
24489	01/18/08	3,159.25	001156	ST. BERNARD SOFTWARE, INC.		16828	IPRISM APPLIANCE 500	3,159.25	
24490	01/18/08	3,180.88	057	U.S. BANK		16866	4246044555645971	50.00	
						16867	4246044555645971	1,781.09	
						16868	4246044555645971	52.37	
						16869	4246044555645971	284.19	
						16870	4246044555645971	1,013.23	
24491	01/18/08	31,759.43	002829	VALLEY POWER SYSTEMS, INC.		16614	REV VEH PARTS	1,995.37	
						16620	NEW ENGINE KIT	29,008.46	
						16621	MANUALS	417.39	
						16779	REV VEH PARTS	338.21	
24492	01/18/08	145.84	436	WEST PAYMENT CENTER		16827	CA VEH CODE 08	64.02	
						16853	DEC ASSESS CHARGES	81.82	
24493	01/18/08	321.99	948A	WESTAMERICA BANK TRUST DEPT		16863	SEPT RETAINAGE/MB	321.99	
24494	01/18/08	119.97	186	WILSON, GEORGE H., INC.		16811	REPAIRS/MAINTENANCE	119.97	
24495	01/18/08	320.08	147	ZEE MEDICAL SERVICE CO.		16768	SAFETY SUPPLIES	320.08	
24496	01/25/08	328.11	020	ADT SECURITY SERVICES INC.		16894	FEB SECURITY	40.48	
						16895	FEB SECURITY	44.23	
						16896	FEB SECURITY	58.67	
						16897	FEB SECURITY	79.40	
						16898	FEB SECURITY	44.23	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						16966	FEB SECURITY	61.10	
24497	01/25/08	42.29	M118	ANDERSON, WILLIAM		17004	UTU FR RES ADJ	42.29	
24498	01/25/08	84.58	M119	ANDRADE, OSCAR		17005	UTU FR RES ADJ	84.58	
24499	01/25/08	4,004.20	876	ATCHISON, BARISONNE, CONDOTTI &	7	17114	LEGAL SVCS/MB	19.75	
						17115	LEGAL SVCS/425 FRONT	3,471.16	
						17116	LEGAL SVCS/RIVER ST	513.29	
24500	01/25/08	48.42	M033	BAILEY, NEIL	0	9001493	MED PYMT SUPP	48.42	
24501	01/25/08	84.58	M120	BARTHOLOMEW, BARRY		17006	UTU FR RES ADJ	84.58	
24502	01/25/08	92.61	M068	BASS, BETTY	0	17007	UTU FR RES ADJ	42.29	
						9001506	MED PYMT SUPP	50.32	
24503	01/25/08	78.87	M077	BRADFORD, THOMAS	0	9001514	MED PYMT SUPP	78.87	
24504	01/25/08	219.41	M072	BRIDINGER, CHRIS	0	17008	UTU FR RES ADJ	42.29	
						9001509	MED PYMT SUPP	177.12	
24505	01/25/08	48.42	M078	BRIDINGER, DENISE	0	9001515	MED PYMT SUPP	48.42	
24506	01/25/08	84.58	M089	BRIERLY, GARY		17009	UTU FR RES ADJ	84.58	
24507	01/25/08	48.42	M079	BROGDON, ROY		9001516	MED PYMT SUPP	48.42	
24508	01/25/08	42.29	M121	BRYANT, KATHLEEN		17010	UTU FR RES ADJ	42.29	
24509	01/25/08	21.57	M122	BURRY, JAMES		17011	UTU FR RES ADJ	21.57	
24510	01/25/08	434,359.39	502	CA PUBLIC EMPLOYEES'		17111	FEB MEDICAL INS	434,359.39	
24511	01/25/08	1,316.34	002287	CALIFORNIA SERVICE EMPLOYEES		17110	FEB MEDICAL	1,316.34	
24512	01/25/08	207.22	M022	CAPELLA, KATHLEEN	0	17012	UTU FR RES ADJ	84.58	
						9001492	MED PYMT SUPP	122.64	
24513	01/25/08	24.22	M080	CARR, DALE	0	9001517	MED PYMT SUPP	24.22	
24514	01/25/08	25.09	M123	CASANEGA, RICHARD		17013	UTU FR RES ADJ	25.09	
24515	01/25/08	103.62	M073	CENTER, DOUG	0	17014	UTU FR RES ADJ	42.29	
						9001510	MED PYMT SUPP	61.33	
24516	01/25/08	24.22	M036	CERVANTES, GLORIA	0	9001494	MED PYMT SUPP	24.22	
24517	01/25/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		16633	JAN LEGISLATIVE SVCS	5,000.00	
24518	01/25/08	42.29	M124	CHAVARRIA, JOHNNY		17015	UTU FR RES ADJ	42.29	
24519	01/25/08	84.58	M125	CILIBERTO, ANTHONY		17016	UTU FR RES ADJ	84.58	
24520	01/25/08	74.59	M090	CLARKE, PATRICIA	0	17017	UTU FR RES ADJ	42.29	
						9001523	MED PYMT SUPP	32.30	
24521	01/25/08	105.00	001084	CLUTCH COURIERS		17108	PROF SVCS	105.00	
24522	01/25/08	3.48	002063	COSTCO		17117	PHOTO PROCESS/RISK	3.48	
24523	01/25/08	115.15	M116	CRAMBLETT, LAWRENCE		17018	UTU FR RES ADJ	42.29	
						9001540	MED PYMT SUPP	72.86	
24524	01/25/08	103.62	M092	CRAWFORD, TERRI	0	17019	UTU FR RES ADJ	42.29	
						9001524	MED PYMT SUPP	61.33	
24525	01/25/08	222.58	002814	CREATIVE BUS SALES, INC.		17083	REV VEH PARTS	222.58	
24526	01/25/08	42.29	M126	CUMMINGS, CYNTHIA		17020	UTU FR RES ADJ	42.29	
24527	01/25/08	44.04	504	CUMMINS WEST, INC.		16931	REV VEH PARTS	44.04	
24528	01/25/08	109.95	M127	DA VICO, RENA		17021	UTU FR RES ADJ	109.95	
24529	01/25/08	517.27	001000	DAIMLER CHRYSLER		16777	REV VEH PARTS	136.40	
						16778	CREDIT MEMO	-136.40	
						16924	REV VEH PARTS	54.12	
						16953	REV VEH PARTS	463.15	
24530	01/25/08	341.50	001138	DATALED TECHNOLOGIES, INC		16954	REV VEH PARTS	341.50	
24531	01/25/08	25.09	M128	DAVIDSON, JAMES		17022	UTU FR RES ADJ	25.09	
24532	01/25/08	24.22	M039	DAVILA, ANA MARIA	0	9001495	MED PYMT SUPP	24.22	
24533	01/25/08	84.58	M094	DEAN, RONALD		17023	UTU FR RES ADJ	84.58	

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24534	01/25/08	84.58	M129	DEL PO, ROBERT		17024	UTU FR RES ADJ	84.58	
24535	01/25/08	109.95	M059	DEMPSEY, FREDERICK		17025	UTU FR RES ADJ	109.95	
24536	01/25/08	103.62	M095	DIXON, GEORGE	0	17026	UTU FR RES ADJ	42.29	
						9001525	MED PYMT SUPP	61.33	
24537	01/25/08	45.00	002388	DOGHERRA'S	7	16929	TOW # 8027	45.00	
24538	01/25/08	71.40	M130	DOLLENTE, RICHARD		17027	UTU FR RES ADJ	71.40	
24539	01/25/08	103.62	M096	DRAKE, JUDITH	0	17028	UTU FR RES ADJ	42.29	
						9001526	MED PYMT SUPP	61.33	
24540	01/25/08	84.58	M097	DUNLAP, DAVID		17029	UTU FR RES ADJ	84.58	
24541	01/25/08	500.00	002862	ECOLOGICAL CONCERNS INC.		17119	WATER DRAINAGE/MB	500.00	
24542	01/25/08	103.62	M098	FAUCT, SUSAN	0	17030	UTU FR RES ADJ	42.29	
						9001527	MED PYMT SUPP	61.33	
24543	01/25/08	227.29	372	FEDERAL EXPRESS		17118	DEC/JAN MAIL/ADM	227.29	
24544	01/25/08	103.62	M099	FIKE, LOUIS	0	17031	UTU FR RES ADJ	42.29	
						9001528	MED PYMT SUPP	61.33	
24545	01/25/08	42.29	M131	FLYNN, CHRISTINA		17032	UTU FR RES ADJ	42.29	
24546	01/25/08	109.95	M009	FREEMAN, MARY		17033	UTU FR RES ADJ	109.95	
24547	01/25/08	197.23	M074	GABRIELE, BERNARD	0	17034	UTU FR RES ADJ	42.29	
						9001511	MED PYMT SUPP	154.94	
24548	01/25/08	42.29	M132	GABRIELE, CATHLEEN		17035	UTU FR RES ADJ	42.29	
24549	01/25/08	24.22	M040	GARBEZ, LINDA	0	9001496	MED PYMT SUPP	24.22	
24550	01/25/08	48.42	M100	GARCIA, SANTIAGO	0	9001529	MED PYMT SUPP	48.42	
24551	01/25/08	44.00	E272	GARCIA-SUMANO, ELEUTERIO		17112	DMV FEES	44.00	
24552	01/25/08	690.45	117	GILLIG CORPORATION		16933	REV VEH PARTS	690.45	
24553	01/25/08	19,215.00	002123	GIRO, INC.		16965	08 HASTUS MAINT SUPP	19,215.00	
24554	01/25/08	103.62	M101	GOES, ALAN	0	17036	UTU FR RES ADJ	42.29	
						9001530	MED PYMT SUPP	61.33	
24555	01/25/08	48.42	M041	GOUVEIA, ROBERT	0	9001497	MED PYMT SUPP	48.42	
24556	01/25/08	298.94	282	GRAINGER		16926	CLEANING SUPPLIES	298.94	
24557	01/25/08	48.42	M081	HALL, JAMES	0	9001518	MED PYMT SUPP	48.42	
24558	01/25/08	28.59	M014	HARRELL, LAURA		17037	UTU FR RES ADJ	28.59	
24559	01/25/08	84.58	M060	HARRIS, ANDREW		17038	UTU FR RES ADJ	84.58	
24560	01/25/08	84.58	M133	HART, JUSTIN		17039	UTU FR RES ADJ	84.58	
24561	01/25/08	41.04	510A	HASLER, INC.		17097	2/1-2/29 RENTAL/PT	41.04	
24562	01/25/08	241.33	M016	HICKLIN, DONALD KENT	0	9001491	MED PYMT SUPP	241.33	
24563	01/25/08	24.25	M082	HINDIN, LENORE	0	9001519	MED PYMT SUPP	24.25	
24564	01/25/08	28,000.00	002116	HINSHAW, EDWARD & BARBARA	7	9001485	370 ENCINAL RENT	28,000.00	
24565	01/25/08	84.58	M102	HOLCOMB, MICHAEL		17040	UTU FR RES ADJ	84.58	
24566	01/25/08	62.96	M043	HOLODNICK, JAMES	0	9001498	MED PYMT SUPP	62.96	
24567	01/25/08	1,717.16	R511	HORTON, DEREK		17109	SETTLEMENT/RISK	1,717.16	
24568	01/25/08	56.25	166	HOSE SHOP, THE		16919	REPAIRS/MAINTENANCE	56.25	
24569	01/25/08	115.15	M075	HOWARD, CAROL	0	17041	UTU FR RES ADJ	42.29	
						9001512	MED SUPP PYMT	72.86	
24570	01/25/08	768.33	215	IKON OFFICE SOLUTIONS		17098	10/1-12/31 MAINT/PT	768.33	
24571	01/25/08	14,759.98	002117	IULIANO	7	9001486	111 DUBOIS RENT	11,595.94	
						9001487	115 DUBOIS RENT	3,164.04	
24572	01/25/08	103.62	M069	JACOBS, KENNETH	0	17042	UTU FR RES ADJ	42.29	
						9001507	MED PYMT SUPP	61.33	
24573	01/25/08	74.59	M103	JEMISON, MAURICE	0	17043	UTU FR RES ADJ	42.29	
						9001531	MED PYMT SUPP	32.30	

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24574	01/25/08	2,706.85	110	JESSICA GROCERY STORE, INC.		9001488	CUSTODIAL SERVICES	2,706.85	
24575	01/25/08	103.62	M104	JUSSEL, PETE	0	17044	UTU FR RES ADJ	42.29	
						9001532	MED PYMT SUPP	61.33	
24576	01/25/08	419.38	M061	KAMEDA, TERRY	0	17045	UTU FR RES ADJ	42.29	
						9001504	MED PYMT SUPP	377.09	
24577	01/25/08	71.56	1117	KELLEY'S SERVICE INC.		16934	REV VEH PARTS	71.56	
24578	01/25/08	832.00	878	KELLY SERVICES, INC.		16891	TEMP/MTC W/E 12/23	832.00	
24579	01/25/08	42.15	036	KELLY-MOORE PAINT CO., INC.		16809	CREDIT MEMO	-22.92	
						16957	REPAIRS/MAINTENANCE	65.07	
24580	01/25/08	9.77	074	KENVILLE LOCKSMITHS	7	16667	REPAIRS/MAINTENANCE	9.77	
24581	01/25/08	74.59	M105	KOHAMA, MARY	0	17046	UTU FR RES ADJ	42.29	
						9001533	MED PYMT SUPP	32.30	
24582	01/25/08	1,680.00	852	LAW OFFICES OF MARIE F. SANG	7	16762	WORKERS COMP CLAIM	640.00	
						16763	WORKERS COMP CLAIM	624.00	
						16875	WORKERS COMP CLAIM	416.00	
24583	01/25/08	84.58	M134	LEVESQUE, ARMAND		17047	UTU FR RES ADJ	84.58	
24584	01/25/08	74.59	M106	LYALL, JOHN	0	17048	UTU FR RES ADJ	42.29	
						9001534	MED PYMT SUPP	32.30	
24585	01/25/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9001484	CAPITOLA MALL RENT	1,407.05	
24586	01/25/08	28.59	M063	MCGINNIS, POLLY		17050	UTU FR RES ADJ	28.59	
24587	01/25/08	42.29	M135	MEJIA, INDELISA		17051	UTU FR RES ADJ	42.29	
24588	01/25/08	103.62	M108	MILLER, FOREST	0	17052	UTU FR RES ADJ	42.29	
						9001535	MED PYMT SUPP	61.33	
24589	01/25/08	655.73	041	MISSION UNIFORM		16707	UNIF/LAUNDRY/FAC	104.65	
						16766	UNIF/LAUNDRY/PT	53.00	
						16937	UNIF/LAUNDRY/FLT	115.44	
						16938	UNIF/LAUNDRY/FLT	56.17	
						16939	UNIF/LAUNDRY/FLT	44.78	
						16940	UNIF/LAUNDRY/FLT	281.69	
24590	01/25/08	84.58	M136	MOORE, CAROL		17053	UTU FR RES ADJ	84.58	
24591	01/25/08	109.95	M107	MCCALMONT, PATRICK		17049	UTU FR RES ADJ	109.95	
24592	01/25/08	290.00	528	NCHRA-NORTHERN CALIFORNIA		16874	EMP TRAINING	290.00	
24593	01/25/08	24.22	M050	O'MARA, KATHLEEN	0	9001499	MED PYMT SUPP	24.22	
24594	01/25/08	1,070.09	009	PACIFIC GAS & ELECTRIC		17099	12/13-1/10 RESEARCH	1,070.09	
24595	01/25/08	1,181.00	872	PACIFIC MATERIAL HANDLING SOL.		16999	OUT RPR EQUIP	814.77	
						17000	OUT RPR EQUIP	366.23	
24596	01/25/08	144.13	043	PALACE ART & OFFICE SUPPLY		16676	OFFICE SUPPLIES/FLT	41.14	
						16708	OFFICE SUPPLIES/FAC	102.99	
24597	01/25/08	84.69	950	PARADISE LANDSCAPE INC	0	16968	WEED CONTROL/WTC	84.69	
24598	01/25/08	388.91	M057	PARHAM, WALLACE	0	17054	UTU FR RES ADJ	42.29	
						9001502	MED PYMT SUPP	346.62	
24599	01/25/08	48.42	M051	PENDRAGON, LINDA	0	9001500	MED PYMT SUPP	48.42	
24600	01/25/08	62.96	M109	PEREZ, CHERYL		9001536	MED PYMT SUPP	62.96	
24601	01/25/08	350.81	M064	PETERS, TERRIE	0	17055	UTU FR RES ADJ	42.29	
						9001505	MED PYMT SUPP	308.52	
24602	01/25/08	84.58	M137	PHILLIPS, TYRONE		17056	UTU FR RES ADJ	84.58	
24603	01/25/08	103.62	M070	PICARELLA, FRANCIS	0	17057	UTU FR RES ADJ	42.29	
						9001508	MED PYMT SUPP	61.33	
24604	01/25/08	103.62	M117	POLANCO, ANDRES		17058	UTU FR RES ADJ	42.29	
						9001541	MED PYMT SUPP	61.33	

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24605	01/25/08	10.00	E424	POLANCO, JOSE		17113	DMV FEES	10.00	
24606	01/25/08	388.91	M058	POTEETE, BEVERLY	0	17059	UTU FR RES ADJ	42.29	
						9001503	MED PYMT SUPP	346.62	
24607	01/25/08	42.29	M138	READ, TIMON		17060	UTU FR RES ADJ	42.29	
24608	01/25/08	4.92	M139	RILLING, KENNETH		17061	UTU FR RES ADJ	4.92	
24609	01/25/08	315.76	M005	ROSS, EMEY	0	9001489	MED PYMT SUPP	315.76	
24610	01/25/08	48.42	M085	ROSSI, DENISE	0	9001520	MED PYMT SUPP	48.42	
24611	01/25/08	258.00	067	ROTO-ROOTER		16912	REPAIRS/MAINTENANCE	258.00	
24612	01/25/08	3,190.88	002910	SAGE SOFTWARE, INC.		16904	FAS 100 ASSET PRGM	3,190.88	
24613	01/25/08	74.59	M111	SANCHEZ, FELIX	0	17062	UTU FR RES ADJ	42.29	
						9001537	MED PYMT SUPP	32.30	
24614	01/25/08	852.05	135	SANTA CRUZ AUTO PARTS, INC.		16650	PARTS & SUPPLIES	27.13	
						16712	REV VEH PARTS	32.66	
						16713	REV VEH PARTS	226.45	
						16767	REV VEH PARTS	94.58	
						16905	REV VEH PARTS	68.64	
						16930	EMP TOOL	108.49	
						16932	REV VEH PARTS	38.93	
						16935	REV VEH PARTS	96.60	
						16936	REV VEH PARTS	143.22	
						16944	REV VEH PARTS	15.35	
24615	01/25/08	229.67	260	SANTA CRUZ GLASS CO.	7	16959	OUT RPR BLDG & IMP	229.67	
24616	01/25/08	6,907.31	977	SANTA CRUZ TRANSPORTATION, LLC	7	16765	DEC 07 PT SERVICES	6,907.31	
24617	01/25/08	34.11	002447	SETON IDENTIFICATION PRODUCTS		16915	NAMEPLATE/HRD	34.11	
24618	01/25/08	448.55	M010	SHORT, SLOAN	0	17063	UTU FR RES ADJ	84.58	
						9001490	MED PYMT SUPP	363.97	
24619	01/25/08	103.62	M112	SILVA, EDUARDO	0	17064	UTU FR RES ADJ	42.29	
						9001538	MED PYMT SUPP	61.33	
24620	01/25/08	48.42	M054	SLOAN, FRANCIS	0	9001501	MED PYMT SUPP	48.42	
24621	01/25/08	11,651.11	001075	SOQUEL, III ASSOCIATES	7	9001483	RESEARCH PARK RENT	11,651.11	
24622	01/25/08	5,161.00	080	STATE BOARD OF EQUALIZATION		16877	OCT-DEC USE TAX	5,161.00	
24623	01/25/08	71.40	M140	STRICKLAND, JAMES		17065	UTU FR RES ADJ	71.40	
24624	01/25/08	109.95	M065	TAKEHANA, SCOTT		17066	UTU FR RES ADJ	109.95	
24625	01/25/08	109.95	M113	TARSKY, LINDA		17067	UTU FR RES ADJ	109.95	
24626	01/25/08	42.29	M141	TAYLOR, THOMAS		17068	UTU FR RES ADJ	42.29	
24627	01/25/08	28.80	M142	TERESI, JAMES		17069	UTU FR RES ADJ	28.80	
24628	01/25/08	24.22	M086	TOLINE, DONALD	0	9001521	MED PYMT SUPP	24.22	
24629	01/25/08	84.58	M114	TORRES, ANA		17070	UTU FR RES ADJ	84.58	
24630	01/25/08	19,850.18	982	TRANSPORTATION MANAGEMENT		16892	HASTUS OPTIMIZATION	3,760.50	
						16893	HASTUS OPTIMIZATION	16,089.68	
24631	01/25/08	59.50	007	UNITED PARCEL SERVICE		16970	FRT OUT-FLT	59.50	
24632	01/25/08	90.35	M066	URIZARRI, MIGUEL		17071	UTU FR RES ADJ	90.35	
24633	01/25/08	174.95	434	VERIZON WIRELESS	0	17120	2 WIRELESS PC CARDS	174.95	
24634	01/25/08	219.41	M076	VONWAL, YVETTE	0	17072	UTU FR RES ADJ	42.29	
						9001513	MED PYMT SUPP	177.12	
24635	01/25/08	4,910.76	001083	WATSONVILLE TRANSPORTATION, INC		16764	DEC 07 PT SVCS	4,910.76	
24636	01/25/08	115.15	M115	WILLIAMS, CHRIS	0	17073	UTU FR RES ADJ	42.29	
						9001539	MED PYMT SUPP	72.86	
24637	01/25/08	561.01	186	WILSON, GEORGE H., INC.		16887	REPAIRS/MAINTENANCE	404.60	
						16888	REPAIRS/MAINTENANCE	130.16	

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24638	01/25/08	109.95	M067	WOOD, JOSEPH		16941	OUT RPR REV VEH	26.25	
24639	01/25/08	24.22	M088	YAGI, RANDY		17074	UTU FR RES ADJ	109.95	
24640	01/25/08	263.12	871	YARDER MANUFACTURING COMPANY	0	9001522	MED PYMT SUPP	24.22	
24641	01/25/08	1,510.94	148	ZEP MANUFACTURING COMPANY		16878	REV VEH PARTS	263.12	
						16921	CLEANING SUPPLIES	1,510.94	
TOTAL		1,763,977.26		COAST COMMERCIAL BANK			TOTAL CHECKS	343	1,763,977.26

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR DECEMBER 2007.

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors accept and file the budget status reports for December 2007.

II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of December were \$132K or 3 % under the amount of revenues expected.
- **Consolidated Operating Expenses** for the month of December 2007 were \$590K or 18% under budget.
- **Capital Budget** spending for the month of December 2007 was \$7,245K or 20% of the Capital budget.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of the District's FY08 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed **50%**.

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A. Operating Revenue

For the month of December 2007 revenues were \$132K or 3 % under the amount of revenues expected. Revenue variances are explained in the notes at the end of the revenue report.

B. Operating Expense by Department

Total Operating Expenses by Department for the month of December 2007 were \$590K, or 18% under budget; 1% above we were in FY07. Majority of the variance is due to not being up to full complement in Facilities, Paratransit, Operations, Bus Operators, Fleet Maintenance and Retired Employee Benefits. Fuel and parts costs have been below estimates in Fleet and equipment contracts have come in below budget in Facilities.

C. Consolidated Operating Expenses

Consolidated Operating Expenses for the month of December 2007 were \$590K or 18% under budget. Personnel Expenses, Admin & Bank Fees, Prof & Tech Fees, Temp Help, Security Services, Repair-Equipment, Fuels & Lube Rev Veh, Settlement Costs, and Contr/Paratransit all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

D. Capital Budget

A total of \$7,245K or 20% has been expended in the Capital Budget YTD. Of this, \$2,016K or 20% has been spent of the MetroBase line item, \$3,998K or 57% has been spent of the 110 Vernon Purchase & Renovation line item, and \$929K or 14% has been spent on the CNG Bus Conversions.

IV. FINANCIAL CONSIDERATIONS

None

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IV. ATTACHMENTS

- Attachment A:** FY08 Operating Revenue for the month ending – 12/31/07
 FY08 Operating Expenses by Department for the month ending – 12/31/07
 FY08 Consolidated Operating Expenses for the month ending – 12/31/07
 FY08 Capital Budget Reports for the month ending – 12/31/07

FY2008
Operating Revenue
For the month ending - December 31, 2007

Revenue Source	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	
									FY08	FY07			
Passenger Fares	\$ 236,278	\$ 287,507	\$ (51,229)	-18%	\$ 1,767,936	\$ 1,725,042	\$ 42,894	2%	\$ 1,767,936	\$ 1,655,128	\$ 112,808	7%	
Paratransit Fares	\$ 18,714	\$ 20,800	\$ (2,086)	-10%	\$ 114,753	\$ 124,800	\$ (10,047)	-8%	\$ 114,753	\$ 109,178	\$ 5,575	5%	
Special Transit Fares	\$ 247,017	\$ 235,271	\$ 11,746	5%	\$ 1,078,915	\$ 1,411,626	\$ (332,711)	-24%	\$ 1,078,915	\$ 1,094,498	\$ (15,583)	-1%	
Highway 17 Fares	\$ 66,430	\$ 70,310	\$ (3,880)	-6%	\$ 404,866	\$ 421,860	\$ (16,994)	-4%	\$ 404,866	\$ 402,616	\$ 2,250	1%	
Highway 17 Payments	\$ 39,382	\$ 38,544	\$ 838	2%	\$ 239,727	\$ 231,264	\$ 8,463	4%	\$ 239,727	\$ 223,942	\$ 15,785	7%	
Subtotal Passenger Revenue	\$ 607,821	\$ 652,432	\$ (44,611)	-7%	\$ 3,606,197	\$ 3,914,592	\$ (308,395)	-8%	\$ 3,606,197	\$ 3,485,362	\$ 120,835	3%	1
Commissions	\$ 325	\$ 500	\$ (175)	-35%	\$ 2,687	\$ 3,000	\$ (313)	-10%	\$ 2,687	\$ 3,019	\$ (332)	-11%	
Advertising Income	\$ 22,835	\$ 12,083	\$ 10,752	89%	\$ 150,461	\$ 72,498	\$ 77,963	108%	\$ 150,461	\$ 120,250	\$ 30,211	25%	2
Rent Income - SC Pacific Station	\$ 8,001	\$ 7,087	\$ 914	13%	\$ 38,398	\$ 42,522	\$ (4,124)	-10%	\$ 38,398	\$ 41,635	\$ (3,237)	-8%	
Rent Income - Watsonville, TC	\$ 2,034	\$ 4,124	\$ (2,090)	-51%	\$ 19,999	\$ 24,744	\$ (4,745)	-19%	\$ 19,999	\$ 26,147	\$ (6,148)	-24%	3
Rent Income - General	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ 4,800	\$ (4,800)	-100%	
Interest Income	\$ 102,063	\$ 89,667	\$ 12,396	14%	\$ 550,911	\$ 538,002	\$ 12,909	2%	\$ 550,911	\$ 665,232	\$ (114,321)	-17%	4
Other Non-Transp Revenue	\$ 4,068	\$ 23,583	\$ (19,515)	-83%	\$ 69,174	\$ 141,498	\$ (72,324)	-51%	\$ 69,174	\$ 206,518	\$ (137,344)	-67%	5
Sales Tax Revenue	\$ 1,404,517	\$ 1,468,704	\$ (64,187)	-4%	\$ 8,853,557	\$ 8,812,224	\$ 41,333	0%	\$ 8,853,557	\$ 9,030,971	\$ (177,414)	-2%	6
Transp Dev Act (TDA) - Op Asst	\$ 1,590,509	\$ 1,615,509	\$ (25,000)	-2%	\$ 3,181,018	\$ 3,231,018	\$ (50,000)	-2%	\$ 3,181,018	\$ 3,082,917	\$ 98,101	3%	
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%	\$ 3,153,552	\$ 3,877,000	\$ (723,448)	-19%	\$ 3,153,552	\$ -	\$ 3,153,552	0%	7
Repay FTA Advance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5311 - Rural Op Asst	\$ 149,335	\$ 149,335	\$ -	0%	\$ 149,335	\$ 298,670	\$ (149,335)	-50%	\$ 149,335	\$ 168,582	\$ (19,247)	-11%	
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Subtotal Revenue	\$ 3,891,508	\$ 4,023,024	\$ (131,516)	-3%	\$ 19,775,289	\$ 20,955,768	\$ (1,180,479)	-6%	\$ 19,775,289	\$ 16,835,433	\$ 2,939,856	17%	
One-Time Revenue													
Carryover from Previous Year	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
AMBAG Funding	\$ -	\$ -	\$ -	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	
Subtotal One-Time Revenue	\$ -	\$ -	\$ -	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	
Total Operating Revenue	\$ 3,891,508	\$ 4,023,024	\$ (131,516)	-3%	\$ 19,772,120	\$ 20,955,768	\$ (1,183,648)	-6%	\$ 19,772,120	\$ 16,835,433	\$ 2,936,687	17%	
Total Operating Expenses	\$ -				\$ 8,048,780				\$ 8,048,780	\$ 16,378,704			
Variance	\$ 3,891,508				\$ 11,723,340				\$ 11,723,340	\$ 456,729			

Current Period Notes:

- 1) **Passenger Revenue** is below budget for the month and YTD due to straight lining of the budget. YTD Year over Year Comparison shows 3% increase in Passenger Revenues in FY08.
- 2) **Advertising Income** is over budget for the month and YTD due to more ad revenue than budgeted.
- 3) **Rent Income** is under budget due to the waiving of some rent by Legal.
- 4) **Interest Income** is over budget for the month and YTD due to the straight lining of the budget.
- 5) **Other Non-Transp Revenue** is below budget for the month and YTD due to UTU PERS reimbursement from the County which is collected on a qtrly basis.
- 6) **Sales Tax Revenue** is below budget for the month due to the qtrly true-up from the State. YTD Year over year, we are 2% behind of FY07 collections.
- 7) **FTA Sec 5307** is under budget YTD due to the budget erroneously put in Operating Revenues. Transferred to Capital in January 2008.

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Attachment A

FY2008
Operating Expenses by Department
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
Departmental Personnel Expenses													
700 - SCCIC		\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
1100 - Administration	\$ 70,509	\$ 86,009	\$ (15,500)	-18%	\$ 439,647	\$ 516,054	\$ (76,407)	-15%	\$ 439,647	\$ 437,990	\$ 1,657	0%	
1200 - Finance	\$ 40,913	\$ 51,760	\$ (10,847)	-21%	\$ 265,038	\$ 310,560	\$ (45,522)	-15%	\$ 265,038	\$ 225,892	\$ 39,146	17%	
1300 - Customer Service	\$ 28,331	\$ 43,127	\$ (14,796)	-34%	\$ 194,766	\$ 258,762	\$ (63,996)	-25%	\$ 194,766	\$ 191,954	\$ 2,812	1%	
1400 - Human Resources	\$ 39,180	\$ 49,317	\$ (10,137)	-21%	\$ 236,797	\$ 295,902	\$ (59,105)	-20%	\$ 236,797	\$ 180,435	\$ 56,362	31%	
1500 - Information Technology	\$ 39,263	\$ 41,121	\$ (1,858)	-5%	\$ 240,341	\$ 246,726	\$ (6,385)	-3%	\$ 240,341	\$ 223,088	\$ 17,253	8%	
1700 - District Counsel	\$ 31,757	\$ 38,234	\$ (6,477)	-17%	\$ 192,780	\$ 229,404	\$ (36,624)	-16%	\$ 192,780	\$ 186,113	\$ 6,667	4%	
1800 - Risk Management	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
2200 - Facilities Maintenance	\$ 73,867	\$ 85,692	\$ (11,825)	-14%	\$ 424,889	\$ 514,152	\$ (89,263)	-17%	\$ 424,889	\$ 461,271	\$ (36,382)	-8%	
3100 - Paratransit Program	\$ 231,208	\$ 251,796	\$ (20,588)	-8%	\$ 1,340,392	\$ 1,510,776	\$ (170,384)	-11%	\$ 1,340,392	\$ 1,314,740	\$ 25,652	2%	
3200 - Operations	\$ 149,150	\$ 178,655	\$ (29,505)	-17%	\$ 951,386	\$ 1,071,930	\$ (120,544)	-11%	\$ 951,386	\$ 983,029	\$ (31,643)	-3%	
3300 - Bus Operators	\$ 992,347	\$ 1,153,142	\$ (160,795)	-14%	\$ 6,078,211	\$ 6,918,852	\$ (840,641)	-12%	\$ 6,078,211	\$ 6,187,414	\$ (109,203)	-2%	
4100 - Fleet Maintenance	\$ 301,652	\$ 347,444	\$ (45,792)	-13%	\$ 1,912,861	\$ 2,084,664	\$ (171,803)	-8%	\$ 1,912,861	\$ 1,753,426	\$ 159,435	9%	
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%	\$ 5,122	\$ -	\$ 5,122	0%	\$ 5,122	\$ (178)	\$ 5,300	-297%	
9005 - Retired Employee Benefits	\$ 121,312	\$ 144,500	\$ (23,188)	-16%	\$ 718,715	\$ 867,000	\$ (148,285)	-17%	\$ 718,715	\$ 737,481	\$ (18,766)	-3%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Subtotal Personnel Expenses	\$ 2,119,489	\$ 2,470,797	\$ (351,308)	-14%	\$ 13,000,945	\$ 14,824,782	\$ (1,823,837)	-12%	\$ 13,000,945	\$ 12,882,655	\$ 118,290	1%	
Departmental Non-Personnel Expenses													
700 - SCCIC	\$ -	\$ 42	\$ (42)	-100%	\$ 260	\$ 252	\$ 8	3%	\$ 260	\$ 280	\$ (20)	-7%	
1100 - Administration	\$ 51,285	\$ 79,756	\$ (28,471)	-36%	\$ 331,523	\$ 451,182	\$ (119,659)	-27%	\$ 331,523	\$ 352,106	\$ (20,583)	-6%	
1200 - Finance	\$ 41,451	\$ 68,287	\$ (26,836)	-39%	\$ 350,476	\$ 409,722	\$ (59,246)	-14%	\$ 350,476	\$ 303,769	\$ 46,707	15%	
1300 - Customer Service	\$ 14,509	\$ 9,726	\$ 4,783	49%	\$ 39,603	\$ 58,356	\$ (18,753)	-32%	\$ 39,603	\$ 39,942	\$ (339)	-1%	
1400 - Human Resources	\$ 650	\$ 8,131	\$ (7,481)	-92%	\$ 14,230	\$ 48,786	\$ (34,556)	-71%	\$ 14,230	\$ 52,064	\$ (37,834)	-73%	
1500 - Information Technology	\$ 17,450	\$ 13,278	\$ 4,172	31%	\$ 84,793	\$ 79,628	\$ 5,165	6%	\$ 84,793	\$ 74,100	\$ 10,693	14%	
1700 - District Counsel	\$ 1,201	\$ 1,512	\$ (311)	-21%	\$ 11,339	\$ 9,072	\$ 2,267	25%	\$ 11,339	\$ 7,532	\$ 3,807	51%	
1800 - Risk Management	\$ 2,037	\$ 20,656	\$ (18,619)	-90%	\$ 15,127	\$ 123,936	\$ (108,809)	-88%	\$ 15,127	\$ 67,122	\$ (51,995)	-77%	
2200 - Facilities Maintenance	\$ 27,287	\$ 44,532	\$ (17,245)	-39%	\$ 223,190	\$ 267,192	\$ (44,002)	-16%	\$ 223,190	\$ 194,799	\$ 28,391	15%	
3100 - Paratransit Program	\$ 41,867	\$ 64,048	\$ (22,181)	-35%	\$ 405,569	\$ 384,288	\$ 21,281	6%	\$ 405,569	\$ 308,504	\$ 97,065	31%	
3200 - Operations	\$ 45,692	\$ 53,692	\$ (8,000)	-15%	\$ 257,635	\$ 322,152	\$ (64,517)	-20%	\$ 257,635	\$ 276,078	\$ (18,443)	-7%	
3300 - Bus Operators	\$ -	\$ 750	\$ (750)	-100%	\$ 4,793	\$ 4,500	\$ 293	7%	\$ 4,793	\$ 2,569	\$ 2,224	87%	
4100 - Fleet Maintenance	\$ 284,440	\$ 403,205	\$ (118,765)	-29%	\$ 1,877,646	\$ 2,419,230	\$ (541,584)	-22%	\$ 1,877,646	\$ 1,817,182	\$ 60,464	3%	
9001 - Cobra Benefits	\$ 1,094	\$ -	\$ 1,094	0%	\$ 1,094	\$ -	\$ 1,094	0%	\$ 1,094	\$ -	\$ 1,094	0%	
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%	
Subtotal Non-Personnel Expenses	\$ 528,963	\$ 767,615	\$ (238,652)	-31%	\$ 3,616,703	\$ 4,578,296	\$ (961,593)	-21%	\$ 3,616,703	\$ 3,496,047	\$ 120,656	3%	

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FY2008
Operating Expenses by Department
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	
Total Departmental Expenses													
700 - SCCIC	\$ -	\$ 42	\$ (42)	-100%	\$ 260	\$ 252	\$ 8	3%	\$ 260	\$ 280	\$ (20)	-7%	
1100 - Administration	\$ 121,794	\$ 165,765	\$ (43,971)	-27%	\$ 771,170	\$ 967,236	\$ (196,066)	-20%	\$ 771,170	\$ 790,096	\$ (18,926)	-2%	1
1200 - Finance	\$ 82,364	\$ 120,047	\$ (37,683)	-31%	\$ 615,514	\$ 720,282	\$ (104,768)	-15%	\$ 615,514	\$ 529,661	\$ 85,853	16%	2
1300 - Customer Service	\$ 42,840	\$ 52,853	\$ (10,013)	-19%	\$ 234,369	\$ 317,118	\$ (82,749)	-26%	\$ 234,369	\$ 231,896	\$ 2,473	1%	3
1400 - Human Resources	\$ 39,830	\$ 57,448	\$ (17,618)	-31%	\$ 251,027	\$ 344,688	\$ (93,661)	-27%	\$ 251,027	\$ 232,499	\$ 18,528	8%	4
1500 - Information Technology	\$ 56,713	\$ 54,399	\$ 2,314	4%	\$ 325,134	\$ 326,354	\$ (1,220)	0%	\$ 325,134	\$ 297,188	\$ 27,946	9%	
1700 - District Counsel	\$ 32,958	\$ 39,746	\$ (6,788)	-17%	\$ 204,119	\$ 238,476	\$ (34,357)	-14%	\$ 204,119	\$ 193,645	\$ 10,474	5%	
1800 - Risk Management	\$ 2,037	\$ 20,656	\$ (18,619)	-90%	\$ 15,127	\$ 123,936	\$ (108,809)	-88%	\$ 15,127	\$ 67,122	\$ (51,995)	-77%	5
2200 - Facilities Maintenance	\$ 101,154	\$ 130,224	\$ (29,070)	-22%	\$ 648,079	\$ 781,344	\$ (133,265)	-17%	\$ 648,079	\$ 656,070	\$ (7,991)	-1%	6
3100 - Paratransit Program	\$ 273,075	\$ 315,844	\$ (42,769)	-14%	\$ 1,745,961	\$ 1,895,064	\$ (149,103)	-8%	\$ 1,745,961	\$ 1,623,244	\$ 122,717	8%	7
3200 - Operations	\$ 194,842	\$ 232,347	\$ (37,505)	-16%	\$ 1,209,021	\$ 1,394,082	\$ (185,061)	-13%	\$ 1,209,021	\$ 1,259,107	\$ (50,086)	-4%	8
3300 - Bus Operators	\$ 992,347	\$ 1,153,892	\$ (161,545)	-14%	\$ 6,083,004	\$ 6,923,352	\$ (840,348)	-12%	\$ 6,083,004	\$ 6,189,983	\$ (106,979)	-2%	9
4100 - Fleet Maintenance	\$ 586,092	\$ 750,649	\$ (164,557)	-22%	\$ 3,790,507	\$ 4,503,894	\$ (713,387)	-16%	\$ 3,790,507	\$ 3,570,608	\$ 219,899	6%	10
9001 - Cobra Benefits	\$ 1,094	\$ -	\$ 1,094	0%	\$ 6,216	\$ -	\$ 6,216	0%	\$ 6,216	\$ (178)	\$ 6,394	-3592%	
9005 - Retired Employee Benefits	\$ 121,312	\$ 144,500	\$ (23,188)	-16%	\$ 718,715	\$ 867,000	\$ (148,285)	-17%	\$ 718,715	\$ 737,481	\$ (18,766)	-3%	11
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%	
Total Operating Expenses	\$ 2,648,452	\$ 3,238,412	\$ (589,960)	-18%	\$ 16,617,648	\$ 19,403,078	\$ (2,785,430)	-14%	\$ 16,617,648	\$ 16,378,702	\$ 238,946	1%	

Current Period Notes:

- 1) **Administration** is under budget due an annual contract paid for in FY07 and Labor negotiations not starting until the March 2008 time frame.
- 2) **Finance** is under budget due to the straight lining of the budget and the unanticipated timing of certain expenditures distorting the overall trend.
- 3) **Customer Service** is under budget due to the straight lining of the budget.
- 4) **Human Resources** is under budget due to the budget being straight lined.
- 5) **Risk Management** is under budget due to the budget being straight lined and less than expected settlement costs.
- 6) **Facilities Maintenance** is under budget due to not being at full complement and equipment typically being paid qtrly or annually on contracts. The budget was straight lined since we can not anticipate when these repair cost
- 7) **Paratransit Program** is under budget due to not being at full complement and not incurring services from the Orthopedic Hospital Recertification.
- 8) **Operations** is under budget due to not being at full complement and security expenses lower than anticipated.
- 9) **Bus Operators** is under budget due to not being at full complement.
- 10) **Fleet Maintenance** is under budget due to not being at full complement and fuel costs and parts below estimates.
- 11) **Retired Employee Benefits** is under budget due to the budget being straight lined. Increase will happen in Jan 2008.

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FY2008
Consolidated Operating Expenses
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	
									FY08	FY07			
LABOR													
501011 Bus Operator Pay	\$ 564,526	\$ 687,597	\$ (123,071)	-18%	\$ 3,610,102	\$ 4,125,582	\$ (515,480)	-12%	\$ 3,610,102	\$ 3,533,373	\$ 76,729	2%	
501013 Bus Operator Overtime	\$ 73,953	\$ 102,083	\$ (28,130)	-28%	\$ 592,078	\$ 612,498	\$ (20,420)	-3%	\$ 592,078	\$ 623,270	\$ (31,192)	-5%	
501021 Other Salaries	\$ 438,926	\$ 541,357	\$ (102,431)	-19%	\$ 2,921,567	\$ 3,248,142	\$ (326,575)	-10%	\$ 2,921,567	\$ 2,735,649	\$ 185,918	7%	
501023 Other Overtime	\$ 21,261	\$ 19,684	\$ 1,577	8%	\$ 141,588	\$ 118,104	\$ 23,484	20%	\$ 141,588	\$ 123,502	\$ 18,086	15%	
Total Labor -	\$ 1,098,666	\$ 1,350,721	\$ (252,055)	-19%	\$ 7,265,335	\$ 8,104,326	\$ (838,991)	-10%	\$ 7,265,335	\$ 7,015,794	\$ 249,541	4%	
FRINGE BENEFITS													
502011 Medicare/Soc. Sec.	\$ 15,499	\$ 20,139	\$ (4,640)	-23%	\$ 99,925	\$ 120,834	\$ (20,909)	-17%	\$ 99,925	\$ 92,586	\$ 7,339	8%	
502021 Retirement	\$ 154,532	\$ 185,973	\$ (31,441)	-17%	\$ 989,865	\$ 1,115,838	\$ (125,973)	-11%	\$ 989,865	\$ 885,104	\$ 104,761	12%	
502031 Medical Insurance	\$ 377,781	\$ 438,530	\$ (60,749)	-14%	\$ 2,247,851	\$ 2,631,180	\$ (383,329)	-15%	\$ 2,247,851	\$ 2,288,733	\$ (40,882)	-2%	
502041 Dental Insurance	\$ 38,166	\$ 40,927	\$ (2,761)	-7%	\$ 229,110	\$ 245,567	\$ (16,457)	-7%	\$ 229,110	\$ 221,208	\$ 7,902	4%	
502045 Vision Insurance	\$ 11,126	\$ 11,335	\$ (209)	-2%	\$ 65,245	\$ 68,015	\$ (2,770)	-4%	\$ 65,245	\$ 64,052	\$ 1,193	2%	
502051 Life Insurance	\$ 3,652	\$ 4,414	\$ (762)	-17%	\$ 19,748	\$ 26,484	\$ (6,736)	-25%	\$ 19,748	\$ 23,641	\$ (3,893)	-16%	
502060 State Disability	\$ 9,126	\$ 30,599	\$ (21,473)	-70%	\$ 54,108	\$ 183,594	\$ (129,486)	-71%	\$ 54,108	\$ 88,567	\$ (34,459)	-39%	
502061 Disability Insurance	\$ 16,936	\$ 15,926	\$ 1,010	6%	\$ 102,055	\$ 95,556	\$ 6,499	7%	\$ 102,055	\$ 89,482	\$ 12,573	14%	
502071 State Unemp. Ins	\$ 17,989	\$ 8,019	\$ 9,970	124%	\$ 20,444	\$ 48,114	\$ (27,670)	-58%	\$ 20,444	\$ 19,798	\$ 646	3%	
502081 Worker's Comp Ins	\$ 140,307	\$ 116,390	\$ 23,917	21%	\$ 525,104	\$ 698,340	\$ (173,236)	-25%	\$ 525,104	\$ 625,152	\$ (100,048)	-16%	
502083 Worker's Comp IBNR		\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
502101 Holiday Pay	\$ 69,693	\$ 28,652	\$ 41,041	143%	\$ 179,382	\$ 171,912	\$ 7,470	4%	\$ 179,382	\$ 175,661	\$ 3,721	2%	
502103 Floating Holiday	\$ 439	\$ 5,467	\$ (5,028)	-92%	\$ 13,519	\$ 32,802	\$ (19,283)	-59%	\$ 13,519	\$ 16,377	\$ (2,858)	-17%	
502109 Sick Leave	\$ 37,521	\$ 63,400	\$ (25,879)	-41%	\$ 272,740	\$ 380,400	\$ (107,660)	-28%	\$ 272,740	\$ 219,241	\$ 53,499	24%	
502111 Annual Leave	\$ 110,382	\$ 125,133	\$ (14,751)	-12%	\$ 812,419	\$ 750,798	\$ 61,621	8%	\$ 812,419	\$ 904,721	\$ (92,302)	-10%	
502121 Other Paid Absence	\$ 9,297	\$ 13,691	\$ (4,394)	-32%	\$ 50,692	\$ 82,151	\$ (31,459)	-38%	\$ 50,692	\$ 82,468	\$ (31,776)	-39%	
502251 Physical Exams	\$ 975	\$ 3,019	\$ (2,044)	-68%	\$ 2,370	\$ 18,114	\$ (15,744)	-87%	\$ 2,370	\$ 4,488	\$ (2,118)	-47%	
502253 Driver Lic Renewal	\$ 122	\$ 433	\$ (311)	-72%	\$ 766	\$ 2,598	\$ (1,832)	-71%	\$ 766	\$ 1,237	\$ (471)	-38%	
502999 Other Fringe Benefits	\$ 8,371	\$ 8,027	\$ 344	4%	\$ 51,358	\$ 48,162	\$ 3,196	7%	\$ 51,358	\$ 64,346	\$ (12,988)	-20%	
Total Fringe Benefits -	\$ 1,021,914	\$ 1,120,074	\$ (98,160)	-9%	\$ 5,736,701	\$ 6,720,459	\$ (983,758)	-15%	\$ 5,736,701	\$ 5,866,862	\$ (130,161)	-2%	
Total Personnel Expenses -	\$ 2,120,580	\$ 2,470,795	\$ (350,215)	-14%	\$ 13,002,036	\$ 14,824,785	\$ (1,822,749)	-12%	\$ 13,002,036	\$ 12,882,656	\$ 119,380	1%	1

5-2.a4

FY2008
Consolidated Operating Expenses
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	
SERVICES													
503011 Acctg & Audit Fees	\$ 2,179	\$ 8,354	\$ (6,175)	-74%	\$ 38,665	\$ 50,124	\$ (11,459)	-23%	\$ 38,665	\$ 35,875	\$ 2,790	8%	
503012 Admin & Bank Fees	\$ 564	\$ 19,669	\$ (19,105)	-97%	\$ 44,951	\$ 118,014	\$ (73,063)	-62%	\$ 44,951	\$ 76,005	\$ (31,054)	-41%	2
503031 Prof & Tech Fees	\$ 4,441	\$ 32,126	\$ (27,685)	-86%	\$ 75,912	\$ 192,756	\$ (116,844)	-61%	\$ 75,912	\$ 106,254	\$ (30,342)	-29%	3
503032 Legislative Services	\$ 5,000	\$ 8,084	\$ (3,084)	-38%	\$ 42,970	\$ 48,504	\$ (5,534)	-11%	\$ 42,970	\$ 45,775	\$ (2,805)	-6%	
503033 Legal Services	\$ 1,185	\$ 4,306	\$ (3,121)	-72%	\$ 1,259	\$ 25,836	\$ (24,577)	-95%	\$ 1,259	\$ 1,120	\$ 139	12%	
503034 Pre-Employ Exams	\$ 279	\$ 2,083	\$ (1,804)	-87%	\$ 5,086	\$ 12,498	\$ (7,412)	-59%	\$ 5,086	\$ 11,248	\$ (6,162)	-55%	
503041 Temp Help	\$ 11,592	\$ 1,375	\$ 10,217	743%	\$ 66,602	\$ 8,250	\$ 58,352	707%	\$ 66,602	\$ 20,349	\$ 46,253	227%	4
503161 Custodial Services	\$ 5,025	\$ 6,120	\$ (1,095)	-18%	\$ 32,674	\$ 36,720	\$ (4,046)	-11%	\$ 32,674	\$ 33,224	\$ (550)	-2%	
503162 Uniform & Laundry	\$ 3,204	\$ 3,743	\$ (539)	-14%	\$ 20,147	\$ 22,458	\$ (2,311)	-10%	\$ 20,147	\$ 21,778	\$ (1,631)	-7%	
503171 Security Services	\$ 27,381	\$ 36,994	\$ (9,613)	-26%	\$ 164,712	\$ 221,964	\$ (57,252)	-26%	\$ 164,712	\$ 194,534	\$ (29,822)	-15%	5
503221 Classified/Legal Ads	\$ 374	\$ 2,383	\$ (2,009)	-84%	\$ 6,161	\$ 14,298	\$ (8,137)	-57%	\$ 6,161	\$ 10,153	\$ (3,992)	-39%	
503222 Legal Advertising	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
503225 Graphic Services	\$ -	\$ 1,717	\$ (1,717)	-100%	\$ -	\$ 10,302	\$ (10,302)	-100%	\$ -	\$ 15,810	\$ (15,810)	-100%	
503351 Repair - Bldg & Impr	\$ 4,680	\$ 3,542	\$ 1,138	32%	\$ 37,659	\$ 21,252	\$ 16,407	77%	\$ 37,659	\$ 26,878	\$ 10,781	40%	
503352 Repair - Equipment	\$ 17,775	\$ 26,236	\$ (8,461)	-32%	\$ 78,374	\$ 157,416	\$ (79,042)	-50%	\$ 78,374	\$ 71,983	\$ 6,391	9%	6
503353 Repair - Rev Vehicle	\$ 8,734	\$ 24,255	\$ (15,521)	-64%	\$ 142,504	\$ 145,530	\$ (3,026)	-2%	\$ 142,504	\$ 131,540	\$ 10,964	8%	
503354 Repair - Non Rev Vehicle	\$ 4,235	\$ 4,652	\$ (417)	-9%	\$ 13,310	\$ 27,912	\$ (14,602)	-52%	\$ 13,310	\$ 20,284	\$ (6,974)	-34%	
503363 Haz Mat Disposal	\$ 2,234	\$ 2,042	\$ 192	9%	\$ 13,986	\$ 12,252	\$ 1,734	14%	\$ 13,986	\$ 18,602	\$ (4,616)	-25%	
Total Services -	\$ 98,882	\$ 187,681	\$ (88,799)	-47%	\$ 784,972	\$ 1,126,086	\$ (341,114)	-30%	\$ 784,972	\$ 841,412	\$ (56,440)	-7%	
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 7,803	\$ 10,226	\$ (2,423)	-24%	\$ 70,498	\$ 61,356	\$ 9,142	15%	\$ 70,498	\$ 54,193	\$ 16,305	30%	
504012 Fuels & Lube Rev Veh	\$ 172,549	\$ 269,649	\$ (97,100)	-36%	\$ 1,094,097	\$ 1,617,894	\$ (523,797)	-32%	\$ 1,094,097	\$ 1,000,188	\$ 93,909	9%	7
504021 Tires & Tubes	\$ 12,083	\$ 18,700	\$ (6,617)	-35%	\$ 92,848	\$ 112,200	\$ (19,352)	-17%	\$ 92,848	\$ 85,353	\$ 7,495	9%	
504161 Other Mobile Supplies	\$ 1,842	\$ 667	\$ 1,175	176%	\$ 3,285	\$ 4,002	\$ (717)	-18%	\$ 3,285	\$ 4,841	\$ (1,556)	-32%	
504191 Rev Vehicle Parts	\$ 54,386	\$ 56,800	\$ (2,414)	-4%	\$ 356,476	\$ 340,800	\$ 15,676	5%	\$ 356,476	\$ 352,683	\$ 3,793	1%	
Total Mobile Materials & Supplies -	\$ 248,663	\$ 356,042	\$ (107,379)	-30%	\$ 1,617,204	\$ 2,136,252	\$ (519,048)	-24%	\$ 1,617,204	\$ 1,497,258	\$ 119,946	8%	

5-2.05

FY2008
Consolidated Operating Expenses
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
OTHER MATERIALS & SUPPLIES													
504205 Freight Out	\$ 269	\$ 412	\$ (143)	-35%	\$ 1,487	\$ 2,472	\$ (985)	-40%	\$ 1,487	\$ 1,281	\$ 206	16%	
504211 Postage & Mailing	\$ 2,704	\$ 1,867	\$ 837	45%	\$ 7,708	\$ 11,202	\$ (3,494)	-31%	\$ 7,708	\$ 5,159	\$ 2,549	49%	
504214 Promotional Items	\$ -	\$ 2	\$ (2)	-100%	\$ -	\$ 12	\$ (12)	-100%	\$ -	\$ -	\$ -	0%	
504215 Printing	\$ 10,846	\$ 7,401	\$ 3,445	47%	\$ 27,240	\$ 44,406	\$ (17,166)	-39%	\$ 27,240	\$ 18,229	\$ 9,011	49%	
504217 Photo Supply/Processing	\$ 1,475	\$ 753	\$ 722	96%	\$ 2,877	\$ 4,523	\$ (1,646)	-36%	\$ 2,877	\$ 4,237	\$ (1,360)	-32%	
504311 Office Supplies	\$ 2,256	\$ 7,184	\$ (4,928)	-69%	\$ 42,597	\$ 43,104	\$ (507)	-1%	\$ 42,597	\$ 38,124	\$ 4,473	12%	
504315 Safety Supplies	\$ 1,675	\$ 1,521	\$ 154	10%	\$ 17,133	\$ 9,126	\$ 8,007	88%	\$ 17,133	\$ 6,954	\$ 10,179	146%	
504317 Cleaning Supplies	\$ 2,753	\$ 4,090	\$ (1,337)	-33%	\$ 23,687	\$ 24,540	\$ (853)	-3%	\$ 23,687	\$ 18,602	\$ 5,085	27%	
504409 Repair/Maint Supplies	\$ 2,716	\$ 3,750	\$ (1,034)	-28%	\$ 21,528	\$ 22,500	\$ (972)	-4%	\$ 21,528	\$ 25,681	\$ (4,153)	-16%	
504421 Non-inventory Parts	\$ 3,636	\$ 3,605	\$ 31	1%	\$ 23,169	\$ 21,630	\$ 1,539	7%	\$ 23,169	\$ 17,183	\$ 5,986	35%	
504511 Small Tools	\$ 24	\$ 824	\$ (800)	-97%	\$ 5,067	\$ 4,944	\$ 123	2%	\$ 5,067	\$ 4,412	\$ 655	15%	
504515 Employee Tool Rplcmt	\$ -	\$ 215	\$ (215)	-100%	\$ 509	\$ 1,290	\$ (781)	-61%	\$ 509	\$ 702	\$ (193)	-27%	
Total Other Materials & Supplies -	\$ 28,354	\$ 31,624	\$ (3,270)	-10%	\$ 173,002	\$ 189,749	\$ (16,747)	-9%	\$ 173,002	\$ 140,564	\$ 32,438	23%	
UTILITIES													
505011 Gas & Electric	\$ 20,802	\$ 15,151	\$ 5,651	37%	\$ 103,036	\$ 90,906	\$ 12,130	13%	\$ 103,036	\$ 93,249	\$ 9,787	10%	
505021 Water & Garbage	\$ 5,826	\$ 9,274	\$ (3,448)	-37%	\$ 57,496	\$ 55,644	\$ 1,852	3%	\$ 57,496	\$ 43,734	\$ 13,762	31%	
505031 Telecommunications	\$ 7,963	\$ 8,021	\$ (58)	-1%	\$ 42,893	\$ 48,126	\$ (5,233)	-11%	\$ 42,893	\$ 38,570	\$ 4,323	11%	
Total Utilities -	\$ 34,591	\$ 32,446	\$ 2,145	7%	\$ 203,425	\$ 194,676	\$ 8,749	4%	\$ 203,425	\$ 175,553	\$ 27,872	16%	
CASUALTY & LIABILITY													
506011 Insurance - Property	\$ 3,828	\$ 4,678	\$ (850)	-18%	\$ 19,849	\$ 28,068	\$ (8,219)	-29%	\$ 19,849	\$ 16,231	\$ 3,618	22%	
506015 Insurance - PL & PD	\$ 34,362	\$ 35,000	\$ (638)	-2%	\$ 206,171	\$ 210,000	\$ (3,829)	-2%	\$ 206,171	\$ 252,648	\$ (46,477)	-18%	
506021 Insurance - Other	\$ -	\$ 151	\$ (151)	-100%	\$ 1,007	\$ 906	\$ 101	11%	\$ 1,007	\$ 356	\$ 651	183%	
506123 Settlement Costs	\$ 2,034	\$ 12,500	\$ (10,466)	-84%	\$ 14,820	\$ 75,000	\$ (60,180)	-80%	\$ 14,820	\$ 45,339	\$ (30,519)	-67%	8
506127 Repairs - Dist Prop	\$ (1,054)	\$ -	\$ (1,054)	0%	\$ (7,514)	\$ -	\$ (7,514)	0%	\$ (7,514)	\$ (81,192)	\$ 73,678	-91%	
Total Casualty & Liability -	\$ 39,170	\$ 52,329	\$ (13,159)	-25%	\$ 234,333	\$ 313,974	\$ (79,641)	-25%	\$ 234,333	\$ 233,382	\$ 951	0%	
TAXES													
507051 Fuel Tax	\$ 223	\$ 888	\$ (665)	-75%	\$ 4,032	\$ 5,328	\$ (1,296)	-24%	\$ 4,032	\$ 5,732	\$ (1,700)	-30%	
507201 Licenses & permits	\$ -	\$ 980	\$ (980)	-100%	\$ 4,106	\$ 5,880	\$ (1,774)	-30%	\$ 4,106	\$ 4,035	\$ 71	2%	
507999 Other Taxes	\$ -	\$ 2,058	\$ (2,058)	-100%	\$ 12,035	\$ 12,348	\$ (313)	-3%	\$ 12,035	\$ 15,860	\$ (3,825)	-24%	
Total Utilities -	\$ 223	\$ 3,926	\$ (3,703)	-94%	\$ 20,173	\$ 23,556	\$ (3,383)	-14%	\$ 20,173	\$ 25,627	\$ (5,454)	-21%	

5-2.06

FY2008
Consolidated Operating Expenses
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
<u>PURCHASED TRANSPORTATION</u>													
503406 Contr/Paratrans	\$ 11,018	\$ 16,667	\$ (5,649)	-34%	\$ 170,370	\$ 100,002	\$ 70,368	70%	\$ 170,370	\$ 87,774	\$ 82,596	94%	9
Total Purchased Transportation -	\$ 11,018	\$ 16,667	\$ (5,649)	-34%	\$ 170,370	\$ 100,002	\$ 70,368	70%	\$ 170,370	\$ 87,774	\$ 82,596	94%	
<u>MISC</u>													
509011 Dues & Subscriptions	\$ -	\$ 4,768	\$ (4,768)	-100%	\$ 9,167	\$ 28,608	\$ (19,441)	-68%	\$ 9,167	\$ 58,953	\$ (49,786)	-84%	
509085 Advertising - Rev Product	\$ -	\$ 1,250	\$ (1,250)	-100%	\$ -	\$ 7,500	\$ (7,500)	-100%	\$ -	\$ -	\$ -	0%	
509101 Emp Incentive Prog	\$ 7,396	\$ 7,396	\$ -	0%	\$ 11,446	\$ 9,821	\$ 1,625	17%	\$ 11,446	\$ 229	\$ 11,217	4898%	
509121 Employee Training	\$ 24	\$ 1,625	\$ (1,601)	-99%	\$ 12,608	\$ 9,750	\$ 2,858	29%	\$ 12,608	\$ 16,628	\$ (4,020)	-24%	
509123 Travel	\$ 602	\$ 4,348	\$ (3,746)	-86%	\$ 13,988	\$ 26,088	\$ (12,100)	-46%	\$ 13,988	\$ 6,941	\$ 7,047	102%	
509125 Local Meeting Exp	\$ 79	\$ 529	\$ (450)	-85%	\$ 1,460	\$ 3,174	\$ (1,714)	-54%	\$ 1,460	\$ 3,939	\$ (2,479)	-63%	
509127 Board Director Fees	\$ 1,000	\$ 1,100	\$ (100)	-9%	\$ 6,750	\$ 6,600	\$ 150	2%	\$ 6,750	\$ 5,750	\$ 1,000	17%	
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%	\$ 98	\$ 324	\$ (226)	-70%	\$ 98	\$ 240	\$ (142)	-59%	
509197 Sales Tax Expense	\$ (52)	\$ -	\$ (52)	0%	\$ (52)	\$ -	\$ (52)	0%	\$ (52)	\$ (5,605)	\$ 5,553	-99%	
509198 Cash Over/Short	\$ -	\$ -	\$ -	0%	\$ 72	\$ -	\$ 72	0%	\$ 72	\$ (8,272)	\$ 8,344	-101%	
Total Misc -	\$ 9,049	\$ 21,070	\$ (12,021)	-57%	\$ 55,537	\$ 91,865	\$ (36,328)	-40%	\$ 55,537	\$ 78,803	\$ (23,266)	-30%	
<u>LEASES & RENTALS</u>													
512011 Facility Rentals	\$ 56,500	\$ 59,559	\$ (3,059)	-5%	\$ 345,177	\$ 357,356	\$ (12,179)	-3%	\$ 345,177	\$ 377,775	\$ (32,598)	-9%	
512061 Equipment Rentals	\$ 1,422	\$ 6,273	\$ (4,851)	-77%	\$ 11,419	\$ 37,638	\$ (26,219)	-70%	\$ 11,419	\$ 37,900	\$ (26,481)	-70%	
Total Leases & Rentals -	\$ 57,922	\$ 65,832	\$ (7,910)	-12%	\$ 356,596	\$ 394,994	\$ (38,398)	-10%	\$ 356,596	\$ 415,675	\$ (59,079)	-14%	
Total Non-Personnel Expenses -	\$ 527,872	\$ 767,617	\$ (239,745)	-31%	\$ 3,615,612	\$ 4,571,154	\$ (955,542)	-21%	\$ 3,615,612	\$ 3,496,048	\$ 119,564	3%	
TOTAL OPERATING EXPENSE -	\$ 2,648,452	\$ 3,238,412	\$ (589,960)	-18%	\$ 16,617,648	\$ 19,395,939	\$ (2,778,291)	-14%	\$ 16,617,648	\$ 16,378,704	\$ 238,944	1%	

Current Period Notes:

- 1) Total Personnel Expenses are below budget due to not being at full complement.
- 2) Admin and Bank Fees is under budget due to the budget being straight lined and sales tax admin charges paid qtrly.
- 3) Prof & Tech Fees are below budget. Negotiations for the year will not start until the March 2008 time frame.
- 4) Temp Help is over budget due to vacancies and work loads in various departments.
- 5) Security Services are under budget due to the budget being straight lined and not knowing when additional security will be needed throughout the year.

5-2.07

FY2008
Consolidated Operating Expenses
For the month ending - December 31, 2007

	Current Period				Year to Date				YTD Year Over Year Comparison				
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY08</u>	<u>FY07</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>
6) Repair - Equipment	is under budget due to the budget being straight lined and contracts paid qtrly or annually.												
7) Fuels & Lube Rev Veh	is under budget. The budget was built on anticipating increased fuel prices for the year.												
8) Settlement Costs	are under budget due to less than anticipated YTD costs.												
9) Contr/Paratransit	is over budget due to the higher usage of service than anticipated.												

5-2.08

FY2008
CAPITAL BUDGET
For the month ending - December 31, 2007

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>				
MetroBase	\$ 2,015,720	\$ 10,300,000	\$ 8,284,280	20%
Purchase 1217 River Street	\$ 30,000	\$ 1,237,500	\$ 1,207,500	2%
Purchase 1211 River Street	\$ 7,700	\$ 775,000	\$ 767,300	1%
CNG Bus Conversions (40 Buses)	\$ 928,470	\$ 6,800,000	\$ 5,871,530	14%
Local Bus Replacement (8)	\$ -	\$ 3,400,000	\$ 3,400,000	0%
Pacific Station Project	\$ 3,746	\$ 2,729,494	\$ 2,725,748	0%
H17 Bus Replacement (5)	\$ -	\$ 2,262,000	\$ 2,262,000	0%
Hwy 17 Wireless (Air District)	\$ -	\$ 42,500	\$ 42,500	0%
Transmission	\$ -	\$ 15,000	\$ 15,000	0%
Subtotal Grant Funded Projects	\$ 2,985,637	\$ 27,561,494	\$ 24,575,857	11%

District Funded Projects

IT Projects

ATP - Hastus Run Time Analysis Program - IT/OPS	\$ -	\$ 40,000	\$ 40,000	0%
Qquest Time Clocks	\$ -	\$ 9,000	\$ 9,000	0%
ABS Financial System & Modules	\$ -	\$ 8,000	\$ 8,000	0%
ABS Laser Printer & Software for Checks	\$ 2,940	\$ 7,200	\$ 4,260	41%
Laptops (2) Fleet & Finance	\$ 4,598	\$ 4,000	\$ (598)	115%
FAS - Fixed Asset Mgmt. Software	\$ -	\$ 4,000	\$ 4,000	0%
Web Access Control Appliance	\$ -	\$ 3,000	\$ 3,000	0%
Printer - Ops	\$ 1,665	\$ 1,800	\$ 135	93%

Facilities Repair & Improvements

Bus Stop Improvements (20 total)	\$ -	\$ 164,251	\$ 164,251	0%
Bus Stop Improvements (China Grade Turnout) **	\$ 1,482	\$ 121,000	\$ 119,518	1%
Bus Shelters - LNI	\$ 42,371	\$ 45,000	\$ 2,629	94%
2-way Radio & Telephone Recording System (Exacom System)	\$ -	\$ 30,000	\$ 30,000	0%
Reseal Operations Facility Roof	\$ -	\$ 25,600	\$ 25,600	0%
ParaCruz Vehicle Hoist	\$ -	\$ 17,500	\$ 17,500	0%
Replace HVAC at ParaCruz Facility	\$ -	\$ 14,500	\$ 14,500	0%
Repair Parking Lots (Greyhound, Soquel Park & Ride)	\$ 2,500	\$ 5,000	\$ 2,500	50%
Repair Sidewalks & Bus Lanes (Pacific Station)	\$ 4,480	\$ 5,000	\$ 520	90%
Cubicle Walls (ParaCruz)	\$ -	\$ 10,000	\$ 10,000	0%
Digital ID Card Processing Equip. for Pacific Station	\$ -	\$ 15,000	\$ 15,000	0%
Replace Toilets at Pacific Station & (1) Waterless	\$ -	\$ 9,600	\$ 9,600	0%
Bus Operators Lockers	\$ -	\$ 4,800	\$ 4,800	0%
Two-way Radio Portable Radio Hand-paks (4)	\$ -	\$ 3,500	\$ 3,500	0%
Coin Machine Replacement - Pacific Station	\$ -	\$ 5,000	\$ 5,000	0%
Money Counting Program - OPS	\$ -	\$ 2,500	\$ 2,500	0%

5-2.09

FY2008
CAPITAL BUDGET
For the month ending - December 31, 2007

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Revenue Vehicle Replacement</u>				
Purchase ParaCruz Vans (3)	\$ 106,024	\$ 216,303	\$ 110,279	49%
Rebuild Bus Engines (16 remaining) 1998 Fleet	\$ 52,187	\$ 168,000	\$ 115,813	31%
New John Deere Engines (2)	\$ 40,526	\$ 76,435	\$ 35,909	53%
<u>Non-Revenue Vehicle Replacement</u>				
ParaCruz Staff Car	\$ -	\$ 20,000	\$ 20,000	0%
Facility Service Body Truck (2)	\$ -	\$ 60,000	\$ 60,000	0%
Pickup for Fleet (2)	\$ -	\$ 35,000	\$ 35,000	0%
Hybrid - Admin	\$ -	\$ 30,500	\$ 30,500	0%
Supervisor Vehicle	\$ -	\$ 29,500	\$ 29,500	0%
Shuttle Van	\$ -	\$ 27,500	\$ 27,500	0%
<u>Maint Equipment</u>				
Replace Repeater - Davenport	\$ -	\$ 15,000	\$ 15,000	0%
Wire Welder	\$ 1,649	\$ 2,039	\$ 390	81%
Forklift (Purchased from Casey Printing)	\$ 1,250	\$ 1,250	\$ -	100%
<u>Admin</u>				
Purchase & Renovation of Vernon Bldg	\$ 3,997,564	\$ 6,964,902	\$ 2,967,338	57%
Subtotal District Funded Projects	\$ 4,259,237	\$ 8,201,680	\$ 3,942,443	52%
TOTAL CAPITAL PROJECTS	\$ 7,244,874	\$ 35,763,174	\$ 28,518,300	20%

5-2.910

FY2008
CAPITAL BUDGET
For the month ending - December 31, 2007

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 761,346	\$ 3,798,527	\$ 3,037,181	20%
State/Other Capital Grants	\$ 932,217	\$ 12,919,865	\$ 11,987,648	7%
AB 3090	\$ -	\$ 6,363,000	\$ 6,363,000	0%
STA Funding (Current Year & Prior Year Deferred)	\$ 5,551,311	\$ 7,087,337	\$ 1,536,026	78%
Alternative Fuel Conversion Fund	\$ -	\$ 462,000	\$ 462,000	0%
Bus Stop Improvement Reserves	\$ -	\$ 100,000	\$ 100,000	0%
District Reserves	\$ -	\$ 5,032,445	\$ 5,032,445	0%
TOTAL CAPITAL FUNDING	\$ 7,244,873	\$ 35,763,174	\$ 28,518,301	20%

5-2.011

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Sullivan, Stephen
Date of Incident: 9/10/07

Received: 1/22/08 Claim #: [08-0004
Occurrence Report No.: SC 09-07-11

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: 1-22-08

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 22, 2008.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0004

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: STEPHEN K. SULLIVAN

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: WHIPLASH INJURY

Date: 9-10-07 Time: 11:40AM Place: GLEN ARBOR BRIDGE/HWY 9

Circumstances of occurrence or transaction giving rise to claim:

I WAS A PASSENGER ON A 35A METRO BUS #2215 THAT HIT A HIGH CURB WHILE TURNING RIGHT ONTO BRIDGE. I WAS BENT COMPLETELY OVER REACHING TOWARDS THE FLOOR AT THE INSTANT OF IMPACT SITTING IN THE REAR SEAT.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: THE IMPACT OF THE COLLISION SNAPPED MY NECK, CAUSING A WHIPLASH INJURY. PAIN ENSUED, INCREASING IN THE FOLLOWING DAYS. I SUFFER STILL WITH DAILY PAIN, LOSS OF SLEEP, HEADACHES, LOSS OF VITALITY, DEPRESSION.

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

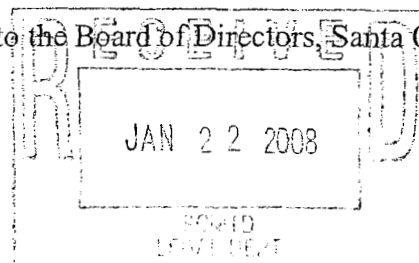
6. Amount claimed now \$ 2700
Estimated amount of future loss, if known \$ 1000
TOTAL \$ 3700

7. Basis of above computations: PAIN AND SUFFERING / LIMITATION OF PHYSICAL ACTIVITY / SPINAL DEGENERATION / REHAB

Stephen K Sullivan
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

JAN. 22, 2008
DATE

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



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Taylor, James W
Date of Incident: 11/26/07

Received: 1/23/08 Claim #: 08-0006
Occurrence Report No.: SC 11-07-25

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: 1-23-08

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 22, 2008.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 08-0000

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: James W. Taylor

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: _____

Date: 11/26/07 Time: unknown Place: 1200 River street

Circumstances of occurrence or transaction giving rise to claim: _____

CAR LICENSE PLATE KNOCKED OFF IN 1200 RIVER ST YARD

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: SEE ATTACHED ESTIMATES

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

6. Amount claimed now SEE ATTACHED ESTIMATES \$ _____

Estimated amount of future loss, if known \$ _____

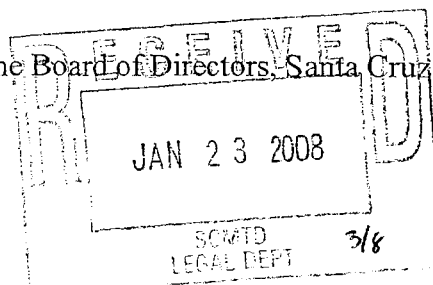
TOTAL \$ _____

7. Basis of above computations: _____

James W. Taylor
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

1-23-08
DATE

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



53.4



Agenda
METRO Advisory Committee
6:00 pm
February 20, 2008
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of January 2008
5. Ridership Report for November 2007
6. ParaCruz Operations Status Report for October 2007
7. Discussion of MAC Orientation Procedure and Creating a Guideline Manual
8. Discussion of Creating a Planned Schedule of Events for the 2008 MAC Meetings
9. Distribution of MAC Vouchers
10. Communications to METRO General Manager
11. Communications to METRO Board of Directors
12. Items for Next Meeting Agenda
13. Adjournment

Next Meeting: Wednesday, March 19, 2008 @ 6:00 pm
Santa Cruz Metro Center Conference Room

5-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

December 19, 2007

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

Chair Robert Yount called the meeting to order at 6:03 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Heidi Curry
Naomi Gunther, Vice Chair
Mara Murphy (arrived after roll call)
Dennis Papadopulo
Stuart Rosenstein (arrived after roll call)
Dave Williams
Robert Yount, Chair

MEMBERS ABSENT

None, all present

STAFF PRESENT

Ciro Aguirre, Operations Manager
Mary Ferrick, Base Superintendent
April Warnock, ParaCruz Scheduling Coord.
Les White, General Manager

VISITORS PRESENT

Donald "Norm" Hagen, METRO BOD Dir.
Catherine Patterson Valdez, Community
Bridges, CTSA/Lift Line Division Director
Patrishia Piras, Pat Piras Consulting
Steve Prince, UTU
Sam Storey, ESQ., Executive Director
Community Bridges

2. AGENDA ADDITIONS/DELETIONS

None

3. ORAL/WRITTEN COMMUNICATION

None

4. CONSIDERATION OF MINUTES OF NOVEMBER 28, 2007

Chair Robert Yount made the following correction: in the fourth paragraph of ITEM 5 on page 2 of the minutes, where it says "...Pajaro Dunes Society and is ran two (2) days a year..." should read "...Pajaro Dunes Society and is run two (2) days a year..."¹

¹ This correction was made to the file copy of the November 28, 2007 Minutes

5-4.2

ACTION: MOTION: DENNIS PAPADOPULO SECOND: DAVE WILLIAMS

ACCEPT AND FILE MINUTES OF THE NOVEMBER 2007 MEETING WITH THE PROPOSED REVISION.

Motion passed unanimously with Mara Murphy and Stuart Rosenstein being absent.

**MARA MURPHY ARRIVED AT THIS TIME
STUART ROSENSTEIN ARRIVED AT THIS TIME**

5. RIDERSHIP REPORT FOR OCTOBER 2007

Copies of the Ridership Reports for October 2007 and 2006 were distributed at the meeting and are attached to the file copy of these minutes.

Chair Robert Yount inquired as to the validity of the increase in “bike” ridership from 2006 to 2007. Les White reported that there is an error in the “unknown” row under the heading of “bike” that gives an incorrect result and needs to be corrected.

6. PARACRUZ OPERATIONS STATUS REPORT FOR AUGUST 2007

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

7. PRESENTATION BY CATHERINE PATTERSON VALDEZ, DIVISION DIRECTOR OF LIFT LINE, ON THE MOBILITY OUTREACH AND EDUCATION (MORE) PROGRAM

Catherine Patterson Valdez, Division Director of Lift Line, distributed a Scope of Work report and a proposed timeline chart for the Mobility OutReach and Education (M.O.R.E.) project, which are attached to the file copy of these minutes.

Catherine Patterson Valdez gave a brief history and description of the M.O.R.E. project. Ms. Patterson Valdez read from the report highlighting the various areas that the M.O.R.E. program is intending to address. Ms. Patterson Valdez stated that the M.O.R.E. project is seeking volunteers from the community to assist with the outreach aspect of the project and encouraged MAC to participate if it desired.

Chair Robert Yount stated that he felt the M.O.R.E. program will be a great asset to the community and thanked Catherine Patterson Valdez for attending the MAC meeting and for the presentation.

8. PRESENTATION BY PAT PIRAS ON THE ADA/504 ACCESSIBILITY REPORT

The (DRAFT) EXECUTIVE SUMMARY, December 2007 of the METRO ADA/504 Review was distributed at this meeting and is attached to the file copy of these minutes.

Pat Piras described the history and purpose of the ADA/504 Review. Ms. Piras described the process of generating the EXECUTIVE SUMMARY and read from the summary highlighting the different areas of concern. Ms. Piras gave a projected media slideshow of pictures that were taken of METRO facilities and operations during the review process, a hard copy of which is attached to the file copy of these minutes.

Chair Robert Yount stated the presentation was helpful in seeing the physical aspects of the transit system from the perspective of an individual with special limitations and thanked Pat Piras for attending the MAC meeting and for the presentation.

Les White stated that the ADA/504 Review is helpful to METRO in addressing the various ways of meeting or exceeding compliancy issues and creating a user-friendly environment within the transit system. Mr. White reported that the ADA/504 Review would be presented at the January 11, 2008 METRO Board of Directors meeting.

9. CONSIDERATION OF ASSIGNING A MAC MEMBER TO ATTEND TRAINING PROCEDURES OF METRO OPERATORS

Chair Robert Yount reported that MAC Member Dennis Papadopulo has volunteered to participate in METRO operator training sessions. Dennis Papadopulo reported that he has attended these events in the past and gave a brief description of the activities involved.

Ciro Aguirre gave a brief description of the operator training procedure including the instructions on manipulating and securing riders with mobility devices. Mr. Aguirre reported that volunteers that use mobility devices are integrated into the operating training procedures and that operators are also seated in mobility devices as an awareness aspect of the training.

Chair Robert Yount and Les White thanked Dennis Papadopulo for volunteering for this project. Mr. Yount suggested that other MAC Members attend the training sessions in order to gain a better understanding of the process.

10. DISCUSSION OF MAC ORIENTATION PROCEDURE AND CREATING A GUIDELINE MANUAL

Chair Robert Yount reported that at the request of MAC Members a MAC manual would be a topic of discussion and asked the MAC members for suggestions and ideas of items that could be included in such a manual. Mr. Yount stated that the manual would also be helpful for training and orientation of new members.

Chair Robert Yount requested that METRO supply MAC with a list of common transit acronyms. Dave Williams suggested the list include a brief description of the organization and/or the definition of the term represented by the acronym and only include items that are frequently used in MAC meetings and minutes.

Stuart Rosenstein requested a list of METRO facilities and the responsibilities and functions of each facility.

Stuart Rosenstein requested information on funding which would include the cost per rider.

Mara Murphy requested an organizational chart of the METRO departments and/or METRO staff. Les White stated that METRO could provide copies of the SCMTD FY08 Final Budget and the METRO Five (5) Year Plan, which would provide both funding information and organizational charts.

Chair Robert Yount reported that he creates his own binders to keep MAC minutes and informational materials and suggested the other MAC Members do the same. Les White stated that METRO could provide MAC Members with binders. Mr. Yount requested that MAC Members be responsible for maintaining and updating their individual binders which would include requested materials, minutes, and informational materials and that it would be the responsibility of the member to keep the binder in their possession and have it available at MAC Meetings.

Les White stated that information can be sent electronically with the MAC Agenda Packet and also be provided in hard copy at the meeting.

11. DISCUSSION OF CREATING A PLANNED SCHEDULE OF EVENTS FOR THE 2008 MAC MEETINGS

Chair Robert Yount requested suggestions for eliminating a summer month MAC Meeting per previous requests by MAC Members. Mr. Yount stated that this would be a discussion and that a motion was not being requested at this time.

Chair Robert Yount reported that MAC Members have requested that joint meetings with MAC and the METRO Board as well as tours of METRO facilities and operations be included in the 2008 MAC Meeting Schedule in lieu of regularly scheduled meetings. Mr. Yount stated that this would require MAC Members to attend these events at dates and times other than the regularly scheduled MAC Meetings.

Dave Williams suggested having a MAC Meeting in Watsonville with a Spanish interpreter.

12. DISCUSSION OF METRO SAFETY AND INJURY POLICIES AND PROCEDURES ON BUSES

Ciro Aguirre distributed copies of the Emergencies and Incidents section of the METRO Coach Operators Handbook, which is attached to the file copy of these minutes. Mr. Aguirre reported that operators are not trained in emergency medical techniques or Cardiopulmonary Resuscitation (CPR) and that in an event of medical, emergency, safety, and/or criminal situations the operator will immediately contact METRO Dispatch and Dispatch will notify the appropriate authorities. Mr. Aguirre reported that METRO buses have minimal medical and emergency equipment including a basic first aid kit, fire extinguisher(s), clearly marked emergency exits, and road flares.

Dennis Papadopulo stated that he has experienced riders that are subject to seizures and will refuse medical services if contacted. Ciro Aguirre reported that it is not the responsibility of an operator to assess any medical conditions of a rider and that in an event the operator deems a situation as an emergency or otherwise disruptive to the operation of the transit vehicle, METRO Dispatch will be notified and Dispatch will determine the proper response. Mr. Aguirre reported that due to legal liabilities, METRO policy, and personal qualifications an operator cannot provide any medical assistance and must report any incident to METRO Dispatch.

STUART ROSENSTEIN LEFT AT THIS TIME

13. COMMUNICATIONS TO METRO GENERAL MANAGER

METRO Staff to provide MAC Members with binders including the following:

- ▶ 2008 MAC Meeting Schedule
- ▶ List of current MAC Members
- ▶ MAC Membership Contact Information Roster
- ▶ List of common transit acronyms w/descriptions
- ▶ METRO FY08 Final Budget Report
- ▶ METRO Five (5) Year Plan
- ▶ List of METRO Facilities and Functions

METRO to display MAC information on buses and provide MAC brochures at Transit Centers

14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

Consider joint meetings with MAC

Advise MAC on possible issues to discuss and/or make recommendations on

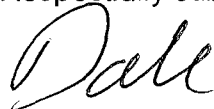
15. ITEMS FOR NEXT MEETING AGENDA

- Discussion of MAC Orientation Procedure and Creating a Guideline Manual
- Discussion of Creating a Planned Schedule of Events for the 2008 MAC Meetings

ADJOURN

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

Respectfully submitted,



DALE HAMILTON
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22nd, 2008
TO: Board of Directors
FROM: Wally Brondstatter, Acting Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of November 2007.
- A breakdown of pick-up times beyond the ready window is included.

III. DISCUSSION

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

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

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

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

	November 2006	November 2007
Total pick ups	7060	7237
Percent in “ready window”	89.77%	92.48%
1 to 5 minutes late	3.65%	3.11%
6 to 10 minutes late	2.55%	1.66%
11 to 15 minutes late	1.71%	1.16%
16 to 20 minutes late	.71%	.55%
21 to 25 minutes late	.71%	.39%
26 to 30 minutes late	.41%	.21%
31 to 35 minutes late	.20%	.07%
36 to 40 minutes late	.13%	.10%
41 or more minutes late (excessively late/missed trips)	.16%	.06%
Total beyond “ready window”	10.23%	7.52%

During the month of November 2007, ParaCruz received eighteen (18) service complaints and two (2) compliments. Nine (9) of the complaints were found to be “not valid”. One (1) of the two (2) valid service complaints were related to a late pick-up, one (1) related to driver allegedly overcharging client.

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

	November 06	November 07	Fiscal 06-07	Fiscal 07-08
Requested	8332	8165	39,911	39792
Performed	7060	7237	35,531	37129
Cancels	21.20%	19.34%	18.50%	15.94%
No Shows	2.77%	2.89%	2.81%	2.41%
Total miles	46,314	48,186	246,458	243,211
Av trip miles	4.76	5.17	5.10	5.15
Within ready window	89.77%	92.48%	89.93%	92.48%
Excessively late/missed trips	11	4	87	16
Call center volume	5925	6042	30,148	30,471
Call average seconds to answer	24	30	24	30
Hold times less than 2 minutes	94%	97%	95%	96%
Distinct riders	776	801	1,306	1,338
Most frequent rider	56 rides	58 rides	233 rides	243 rides
Shared rides	67.7%	66.5%	67.1%	65.0%
Passengers per rev hour	1.87	2.51	1.71	2.46
Rides by supplemental providers	7.04%	10.43%	8.18%	19.96%
Vendor cost per ride	\$24.36	\$24.36	\$23.19	\$22.99
ParaCruz driver cost per ride (estimated)	\$26.28	\$23.14	\$25.27	\$23.96
Rides < 10 miles	82.99%	71.98%	81.87%	79.72%
Rides > 10	17.01%	28.02%	18.13%	20.28%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-5.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Service Building work
 - Arntz Builders completing punch-list items.
 - Arntz Builders has scheduled LNG off-load pump repair and will complete by February 13, 2008.
 - METRO awaiting Arntz Builders to install seismic restraints for bus wash tank.
- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property
 - Storm Sewer connection work continuing on Golf Club Drive.
 - METRO waiting on PG&E final electrical design drawings.

III. DISCUSSION

Arntz Builders is completing punch-list items to finalize Service & Fueling Building. Northstar, a subcontractor of Arntz Builders, has received notification from manufacturer of the offload pump that repairs are needed to prevent any recurring problems. Northstar uninstalled offload pump and sent to manufacturer. Northstar scheduled February 13, 2008 to be the day for LNG fueling and usage for fueling buses. Other than the fueling, Arntz is working on installing seismic restraints for bus wash tank. These seismic restraints are required to meet code and safety standards.

West Bay Builders is continuing work on Golf Club Drive for storm and sewer work. West Bay Builders is also continuing site work, steel framing, and roofing on 120 Golf Club Drive property. Once roofing is complete, further work inside the building should not be hindered by the weather that has occurred this rainy season.

In regards to electrical, METRO has not received confirmation from PG&E in regards to the final design drawings that was applied in December 2006. METRO staff is continually contacting PG&E representatives for any information. A PG&E supervisor assured METRO the full package to be completed by end of January 200, and METRO has not received any packages.

5-6.1

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

New updates on the MetroBase Project:

- Arntz working on non-conformance issues.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- METRO waiting on PG&E final electrical design drawings.

Previous information regarding the MetroBase Project:

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

- Arntz working on punch-list items and non-conformances.
- Received Caltrans Encroachment Permit. Work completed.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders providing training to METRO employees.
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.
- Tilt-up panels installed, West Bay Builders working on steel joists.
- RNL contract modified for added Maintenance Building scope
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment: NONE

5-6.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR RADIO MAINTENANCE AND REPAIR SERVICES WITH TELEPATH CORPORATION

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Telepath Corporation for radio maintenance and repair services under the same terms and conditions.

II. SUMMARY OF ISSUES

- The District has a contract with Telepath Corporation for radio maintenance and repair services.
- At the District's option, this contract may be renewed for two (2) additional one-year terms.
- Telepath Corporation has indicated that they are interested in extending the contract term through March 31, 2009 under the same terms and conditions.

III. DISCUSSION

The District currently has a contract with Telepath Corporation for radio maintenance and repair services. The contract is due to expire on March 31, 2008. Terms of the contract allow the District the option to renew the contract for two (2) additional one-year terms. Telepath Corporation has indicated that they are interested in extending the contract for one additional year under the same terms and conditions. District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Telepath Corporation for radio maintenance and repair services under the same terms and conditions.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Fleet Maintenance operating budget for this amendment.

V. ATTACHMENTS

Attachment A: Letter from Telepath Corporation

5-7.1

Attachment B: Contract Amendment with Telepath Corporation

5-7.2



January 31, 2008

Mr. Lloyd Longnecker
Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Re: District Contract #04-13. Maintenance and Repair Services

Hello Lloyd,

It is our intention to renew the contract without an increase of cost to the District. We believe this relationship has been good to both our organizations and look forward to expanding with you in the future!

Very truly yours,

Aaron Ettinger, President
510/623-5800

5-7. a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 04-13
FOR RADIO MAINTENANCE AND REPAIR SERVICES**

This First Amendment to Contract No. 05-11 for radio maintenance and repair services is made effective April 1, 2008 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Telepath Corporation ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for radio maintenance and repair services ("Contract") on April 1, 2005.

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

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 3.02 is amended to include the following language:

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

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—TELEPATH CORPORATION

By _____

Aaron Ettinger
President

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-7.62²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH THE LAW OFFICES OF MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKERS COMPENSATION

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a three-year contract with The Law Offices of Marie F. Sang for legal services in the area of workers compensation.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified law firms.
- Four firms submitted proposals for the District's review.
- A four-member evaluation committee reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with The Law Offices of Marie F. Sang for legal services in the area of workers compensation.

III. DISCUSSION

In order to help the District in the litigation of Worker's Compensation claims, a request for proposals (RFP) was sought from law firms that represent employers in Worker's Compensation cases. Santa Cruz Metro intends to use a firm to represent the District and litigate cases when needed.

On November 12, 2007 District Request for Proposal No. 08-11 was mailed to eleven law firms that represent employers, was legally advertised, and a notice was posted on the District's web site. On December 12, 2007, proposals were received and opened from four firms. These firms are listed in Attachment A. A four-member evaluation committee comprised of District staff have reviewed and evaluated the proposals.

The evaluation committee used the following criteria as contained in the Request for Proposals:

5-8.1

CRITERIA	POINTS POSSIBLE
1. Qualifications and Experience of Firm. Demonstrated knowledge of state laws relating to California worker's compensation. Experience working with employers on worker's compensation matters.	35
2. Qualifications and experience of members of the firm who would be assigned to work with Santa Cruz Metro staff and Board	30
3. Cost Proposal (to be evaluated on the basis of fees proposed)	20
4. References	15
5. Disadvantage Business Enterprise Participation	5
Total Points Possible	105

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to execute a three-year contract with The Law Offices of Marie F. Sang for Legal Services in the area of workers compensation for an amount not to exceed \$115,000. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the District's budget for Worker's Compensation claims.

V. ATTACHMENTS

- Attachment A:** List of Firms Responding to the RFP
- Attachment B:** Contract with The Law Offices of Marie F. Sang

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

**LIST OF FIRMS THAT SUBMITTED A PROPOSAL FOR LEGAL
SERVICES IN THE AREA OF WORKERS COMPENSATION
RFP NO. 08-11**

1. Law Offices of Marie F. Sang, Campbell, CA
2. Thomas Lyding, Cartier & Gaus, L.L.P. of San Jose, CA
3. Luna, Levering & Schad of Salinas, CA
4. Wiggins, Richard & Romano, L.L.P. of San Francisco, CA

**CONTRACT FOR LEGAL SERVICES IN THE AREA OF
WORKER'S COMPENSATION (08-11)**

THIS CONTRACT is made effective on March 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and LAW OFFICES OF MARIE F. SANG ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Legal Services in the Area of Worker's Compensation

District has the need for Legal Services in the Area of Worker's Compensation. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Legal Services in the Area of Worker's Compensation and whose principal place of business is 1875 S. Winchester Blvd. #201, Campbell CA 95008. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Legal Services in the Area of Worker's Compensation, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On January 25, 2008 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Legal Services in the Area of Worker's Compensation described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2007

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

Contractor's Proposal to the District for Legal Services in the Area of Worker's Compensation, signed by Contractor and dated December 12, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2007.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

Effective March 1, 2008 through February 28, 2010, District shall compensate Contractor for services performed at a rate of \$150.00 per hour. Effective March 1, 2010 through February 28, 2011, District shall compensate Contractor for services performed at a rate of \$155.00 per hour. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$115,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

The Law Offices of Marie F. Sang
1875 S. Winchester Blvd. #201
Campbell CA 9508
Attention: Marie F. Sang

7. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—LAW OFFICES OF MARIE F. SANG

Marie F. Sang
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

**For Legal Services in the Area of
Worker's Compensations**

District RFP No. 08-11

Date Issued: November 12, 2007

Proposal Deadline: 5:00 P.M., December 12, 2007



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

PART II

GENERAL INFORMATION FORM

**LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION SERVICES
RFP No. 08-11**

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

Legal Name of Firm _____
Date

Firm's Address

Telephone Number _____
FAX Number

Type of Organization (Partnership, Corporation, etc.) _____
Tax ID Number

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

Signature of Authorized Principal

Name of Principal-in-Charge and Title

Name of Project Manager and Title

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

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

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

SIGNATURE OF CONTRACTOR

DATE

AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III

SPECIFICATIONS FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION

1. Introduction

Santa Cruz Metropolitan Transit District (Santa Cruz Metro) is soliciting proposals from qualified individuals or firms to provide legal services in the area of worker's compensation.

2. Background

Santa Cruz Metro is a special district formed under authority of Public Utilities Code §98000 et seq. Santa Cruz Metro operates fixed route bus and paratransit services throughout Santa Cruz County and a commute service over Highway 17 into San Jose. Santa Cruz Metro has over 300 employees, including 200 bus operators.

The Board of Directors of Santa Cruz Metro is responsible for the governance of the District. It is comprised of eleven members.

In 2008, the District will operate a fleet of 113 coaches and will provide regularly scheduled transit services on 39 routes using approximately 645 miles of streets, roads, and highways. One hundred percent of all routes are wheelchair accessible. Service is available from 4:35 a.m. to 3:00 a.m. throughout the week. The District will operate 217,000 service hours in 2008. This service is expected to carry approximately 5.8 million passengers.

METRO ParaCruz (paratransit service) operates to ensure that people who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses have a level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA). This shared ride service is provided with ramp-equipped mini-vans and lift-equipped small buses. In 2008, METRO ParaCruz will operate a fleet of 29 Mini-Vans, 5 Medium buses and will provide Paratransit service operating from 6:00 A.M. to 10:30 P.M. covering all streets, roads and highways within the designated service area. METRO ParaCruz operates 362 days a year. This service is expected to carry approximately 14,000 rides per year traveling approximately 92,901 miles.

Santa Cruz Metro had averaged approximately 9 litigated worker's compensation matters in each of the last three years.

3. Scope Of Work

3.1 Provide legal representation for Santa Cruz Metro in the area of worker's compensation. Santa Cruz Metro intends to use a panel of individuals and/or firms with whom it will distribute litigated cases based on the type of case and the location of the litigation.

3.2 The term of each contract shall be three (3) years with a provision for two (2) one-year contract extensions. The contract is expected to commence March 1, 2008.

3.3 Typical Duties (not exhaustive):

- Provide general legal advice in the area of worker's compensation;
- Represent the Santa Cruz Metro in worker's compensation litigation as assigned in San Jose and/or Salinas, at the Worker's Compensation Appeals Board;
- Maintain knowledge of current issues facing Santa Cruz Metro and be prepared to offer legal opinions in the area of worker's compensation;

- Work with other assigned worker's compensation attorneys and Santa Cruz Metro's third party administrator;
- Attend work sessions and meetings with the Santa Cruz Metro's Board of Directors and/or staff when requested, in the area of worker's compensation law; and
- Santa Cruz Metro reserves the right on a specific case basis to use alternate counsel.

3.4 Specific Duties:

- Attend meetings of the Santa Cruz Metro Board of Directors on an as needed basis to present worker's compensation cases;
- Report to and receive assignments from the Santa Cruz Metro's Legal Counsel and Santa Cruz Metro's third party administrator. The Board of Directors may also contact the worker's compensation attorney with its own inquiries; and
- Assist Santa Cruz Metro staff in the management and adjustment of all workers' compensation claims and assist with staff's analysis of qualified injured worker status, return to duty issues and reasonable accommodation issues arising from, or as a result of workers' compensation law.

3.5 Excluded Duties:

- Tort Liability;
- Bond Counsel;
- Labor Counsel;
- General Counsel; and
- Any legal issue not related to workers' compensation

4. Desired Qualifications

- 4.1 Substantial knowledge and experience in the interpretation of state laws as they relate to worker's compensation and Santa Cruz Metro.
- 4.2 Substantial experience in representing employers on worker's compensation matters.
- 4.3 Member of the California State Bar. The selected firm will be required to declare that it will represent Santa Cruz Metro to the exclusion of all other clients having potential conflicts with the interests of Santa Cruz Metro.

5. Submission Requirements

- 5.1 A summary of firm's qualifications as they relate to the duties and qualifications.
- 5.2 A description of how your firm would propose to provide the required services. This should include your approach to implementing the contract, ongoing service provision, responsiveness, and office location.
- 5.3 Detailed resumes and references regarding the experience of the personnel who would be assigned to the project.
- 5.4 Proposed Fee Schedule (per year for the three (3) initial contract years and two (2) optional years).
- 5.5 A description of related California worker's compensation experiences.
- 5.6 A list of references knowledgeable of your firm's California worker's compensation work. Please include telephone numbers and addresses.

6. Evaluation Criteria

Proposals will be evaluated based on the following criteria, which are listed in order of importance:

CRITERIA	POINTS POSSIBLE
1. Qualifications and Experience of Firm. Demonstrated knowledge of state laws relating to California worker's compensation. Experience working with employers on worker's compensation matters.	35
2. Qualifications and experience of members of the firm who would be assigned to work with Santa Cruz Metro staff and Board	30
3. Cost Proposal (to be evaluated on the basis of fees proposed)	20
4. References	15
5. Disadvantage Business Enterprise Participation	5
Total Points Possible	105

7. Selection Procedures

- 7.1 Proposals will be evaluated by Santa Cruz Metro to determine which proposal, if any should be accepted in the best interest of Santa Cruz Metro. Santa Cruz Metro at its sole discretion reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.
- 7.2 Proposals will not be publicly opened and will be kept strictly confidential during this process. Proposals will become public record once a contract has been awarded.
- 7.3 An Evaluation Committee shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal that clearly is the most advantageous offer and is in the best interest of Santa Cruz Metro. If so, Santa Cruz Metro may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require Santa Cruz Metro to award a contract to the lowest cost proposer. As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range.
- 7.4 Proposers falling within the competitive range may be invited to participate in an interview. Each may be invited for an interview with the Evaluation Committee to discuss all aspects of the proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or reduce the price, question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of Santa Cruz Metro.
- 7.5 After all interviews have been completed, Santa Cruz Metro may ask for Best and Final Offers. In this event, each of the proposers in the competitive range will be afforded the opportunity to amend their Proposals and submit their Best and Final Offers. The latter will then be evaluated and the ranking adjusted as needed. The proposer having the highest score will be recommended to the Santa Cruz Metro Board of Directors.
- 7.6 All proposals shall remain valid for one hundred twenty (120) days after submittal due date.

8. Proposal Submittal Information

An original proposal and four (4) copies are to be submitted to Santa Cruz Metro by 5:00 p.m. on December 12, 2007 at:

Santa Cruz Metro
Attn: Purchasing Office
110 Vernon Street, Suite B
Santa Cruz, CA 95060

For further information relating to this request, please contact:

Lloyd Longnecker

Purchasing Agent

(831) 426-0199.

Email address: llongnecker@scmtd.com

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. SINGLE PROPOSAL

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

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

I. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

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

A. Prompt Payment of Withheld Funds to Subcontractors

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION (08-11)

THIS CONTRACT is made effective on March 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Legal Services in the Area of Worker's Compensation

District has the need for Legal Services in the Area of Worker's Compensation. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

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

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Legal Services in the Area of Worker's Compensation described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2007

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

Contractor's Proposal to the District for Legal Services in the Area of Worker's Compensation, signed by Contractor and dated December 12, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2007.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

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

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT - B

PART II

GENERAL INFORMATION FORM

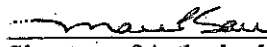
LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION SERVICES

RFP No. 08-11

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

Law Offices of Marie F. Sang	12/7/07
Legal Name of Firm	Date
1875 S. Winchester Blvd., #201, Campbell, CA, 95008	
Firm's Address	
(408) 866-7974	(408) 866-1797
Telephone Number	FAX Number
Sole Proprietor	77-0432560
Type of Organization (Partnership, Corporation, etc.)	Tax ID Number

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


Signature of Authorized Principal

Marie F. Sang, Owner

Name of Principal-in-Charge and Title

Marie F. Sang, Owner

Name of Project Manager and Title

Marie F. Sang, Owner, msang@ix.netcom.com, (408) 866-7974

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

1875 S. Winchester Blvd., #201, Campbell, CA, 95008

Addresses Where Correspondence Should Be Sent

Workers' Compensation Insurance Defense

Areas of Responsibility of Prime Contractor

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

N/A

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

(Contractor) Law Offices of Marie F. Sang certifies to the best of its knowledge and belief, that it and its principals:

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


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

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

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

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

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



Signature and Title of Authorized Official
Marie F. Sang, Owner

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

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


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

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

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

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

Firm Name Law Offices of Marie F. Sang

Signature of Authorized Official 

Name and Title of Authorized Official Marie F. Sang, Owner

Date 12/7/07

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME Marie F. Sang 100 %
 DBE GOAL FROM CONTRACT _____
 FED. NO. ID# 032367
 COUNTY Santa Clara
 AGENCY Santa Clara Valley Transportation Authority
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS 1875 S. Winchester Blvd., #201
Campbell, CA 95008

PROPOSAL AMOUNT \$150.00/hr. - \$160.00/hr.
 PROPOSAL OPENING DATE 3/1/08
 DATE OF DBE CERTIFICATION DBE Renewal Certified 3/05
 SOURCE ** California Unified Certification Program

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
N/A	Legal Services: workers' compensation insurance defense	032367	Marie F. Sang	\$150.00/hr. - \$160.00/hr.	100%
				TOTAL CLAIMED DBE PARTICIPATION	\$ _____ 100 %

 SIGNATURE OF CONTRACTOR

 DATE

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

AREA CODE/TELEPHONE (408) 866.7974

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

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

CONTRACTOR DBE INFORMATION

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

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM
(CUCP) DBE THIS CERTIFIES THAT**

Law Offices of Marie F. Sang

Firm Name

032367

FILE#

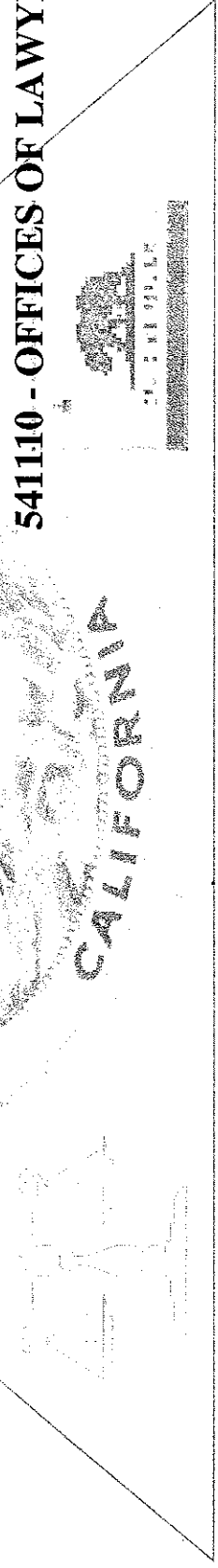
March 1, 2008

Renewal Date

SEAL OF THE STATE OF CALIFORNIA
IS APPROVED BY

THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (UCP)
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)
49 CFR, PART 26, AS MAY BE AMENDED,
FOR THE FOLLOWING NAICS CODES:

541110 - OFFICES OF LAWYERS



UNIFIED CERTIFICATION PROGRAM



A handwritten signature in black ink, appearing to read "Andy T. Flores", is written over a horizontal line.

Andy T. Flores, DBE Liaison Officer

Certifying Agency

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
REQUEST FOR PROPOSALS FOR LEGAL SERVICES IN THE AREA OF
WORKERS' COMPENSATION**

Offeror: Law Office of Marie F. Sang

5. Submission Requirements

5.1 A summary of firm's qualifications as they relate to the duties and qualifications.

The Law Office of Marie F. Sang provides high quality legal representation to self-insured employers, workers' compensation carriers and third party administrators. Throughout the years, the office has represented transportation agencies and the current client list includes Santa Clara Valley Transportation Authority and Santa Cruz Metropolitan Transit District.

The office's practice is limited to workers' compensation defense matters and we make appearances throughout the Bay Area including the Salinas, San Jose, San Francisco, Oakland and Stockton Workers' Compensation Appeals Boards.

The office consists of two experienced attorneys, Marie F. Sang and Carla Spencer, plus staff. Marie Sang has been a workers' compensation defense attorney for the past 21 years and Carla Spencer has been a workers' compensation defense attorney for the past 13 years.

5.2 A description of how your firm would propose to provide the required services. This should include your approach to implementing the contract, ongoing service provision, responsiveness, and office location.

The Law Office of Marie F. Sang has one location, Campbell, California. The office's policy is to provide an acknowledgment letter to the client of a file referral within one business day of receipt of a new file, to provide an initial assessment of the issues and a plan of action within two weeks from receipt of a new file, and to provide a status report every 30 days thereafter. We return phone calls within one business day and we consult with the client before and after all appearances. We regularly seek direction from the client as to the desired goal and most importantly, we attempt to meet or exceed the client's expectations whenever possible. Finally, this office's approach is to move cases forward as quickly as possible and to minimize unnecessary legal and discovery costs.

5.3 Detailed resumes and references regarding the experience of the personnel who would be assigned to the project.

See attached resume of Marie F. Sang

5.4 Proposed Fee Schedule (per year for the three (3) initial contract years and two (2) optional years).

2007	\$150.00 per hour
2008	\$150.00 per hour
2009	\$155.00 per hour
2010	\$155.00 per hour
2011	\$160.00 per hour

5.5. A description of related California workers' compensation experiences

As mentioned above, the attorneys at the Law Offices of Marie F. Sang have many years of experience representing self-insured employers, carriers and third party administrators in workers' compensation defense matters. Specifically, the office has extensive experience in taking depositions of injured workers and medical providers, appearing at WCAB Hearings, analyzing/researching issues, and drafting legal pleadings/documents. We mainly represent major employers as we prefer a team approach, working with both carrier/administrator and the employer's risk management. For more than 10 years, the office has represented transportation agencies and as such our attorneys are knowledgeable about issues and types of claims particular to bus operators.

5.6 A list of references knowledgeable of your firm's California workers' compensation work. Please include the telephone numbers and addresses.

1. Linda Christensen, Santa Clara Valley Transportation Authority, Risk Management Claim Analyst, 3331 North First Street, Bldg. B-2, San Jose, CA, 95134, (408) 321-5507.
2. Brian Orr, Jack Cooper Transport, Vice President Risk Manager, 2345 Grand Blvd., #400, Kansas City, MO 64108, (816) 983-4034.
3. Sandy Dieter, Sedgwick CMS, Claims Supervisor, P.O. Box 14421, Lexington, KY, 40512-4421, (925) 988-1107
4. Jason Peacock, Liberty Mutual Insurance Company, Senior Case Manager, P.O. Box 989000, W. Sacramento, CA, 95798-9000, 1-800-821-0967, Ext. 2558.
5. Pegge Wall, Tristar Risk Management, Senior Claims Examiner, P.O. Box 9350, Walnut Creek, CA, 94598, (925) 975-4262.

MARIE F. SANG

Professional Experience:

Clark, Candee & Wickler, Associate, August 1986 - September 1990;
Partner, September 1, 1990 - September 1995
Candee & Sang, Partner, October 1995 - June 1996
Law Office of Marie F. Sang, Sole Proprietor, July 1996 - Present

Education:

University of Louisville, B.A. 1980
Santa Clara University School of Law, J.D. 1986

Professional Qualifications:

Admitted to the Bar of California 1986
Admitted to the United States District Court 1986
Practice of Workers' Compensation law, third party subrogation, and related legal matters,
including representation and defense of insurance carriers, employers and
governmental entities 1986-present
Qualified Arbitrator
Qualified Self-Insurance Administrator
Certified Specialist, Workers' Compensation Law, California Board of Legal Specialization
Member: Santa Clara County Bar Association
Member: California Workers' Compensation Defense Attorneys' Association
Commissioner, Workers' Compensation Law Advisory Committee, Legal Specialization
Program, The State Bar of California 2002-2005

Personal Information:

Born Louisville, Kentucky, September 2, 1959

References:

Jason Peacock, Liberty Mutual Insurance Company, Senior Case Manager, P.O. Box 989000,
W. Sacramento, CA, 95798-9000, (800) 821-0967, Ext. 2558

Brian Orr, Jack Cooper Transport, Vice President Risk Management, 2345 Grand Blvd.,
#400, Kansas City, MO 64108, (816) 983-4034

Linda Christensen, Santa Clara Valley Transportation Authority, Risk Management Claim
Analyst, 3331 North First Street, Bldg B-2, San Jose, CA, 95134, (408) 321-5507

Pegge Wall, Tristar Risk Management, Senior Claims Examiner, P.O. Box 9350, Walnut
Creek, CA, 94598, (925) 975-4262

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

**SUBJECT: CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE
HASLER POSTAGE MAILING MACHINE**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors declare as excess one Hasler Postage Mailing Machine.

II. SUMMARY OF ISSUES

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once a year, the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The postage mailing machine's technology is no longer compatible with the US Post Office requirements.

III. DISCUSSION

The current market value of the postage mailing meter is \$0. Upon the Board's declaration of the machine as excess, it will be appropriately recycled.

IV. FINANCIAL CONSIDERATIONS

The postage mailing machine does not have any remaining book value.

V. ATTACHMENTS

None.

5-9.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEARS

Carolyn Derwing, Schedule Analyst
Juan I. Flores, Bus Operator
Michael I. Miller, Bus Operator
Jose G. Polanco, Bus Operator

FIFTEEN YEARS

None

TWENTY YEARS

Pete N. Legorreta, Transit Supervisor

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 22, 2008

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FY 2008 FEDERAL FUNDING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF GRANTS FOR FY 2008 FEDERAL FUNDS.

I. RECOMMENDED ACTION

Receive public comments and adopt a Program of Projects for FY 2008 federal funding assistance. Adopt a Resolution authorizing applications to Caltrans and FTA for FY 2008 federal funds.

II. SUMMARY OF ISSUES

- The *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) provides federal financial assistance to METRO through the Federal Transit Administration (FTA) for public transit operations and capital developments. A public hearing is required to give the public an opportunity to comment on METRO's federally funded operating and capital projects.
- The Federal Transit Administration (FTA) provides Urbanized Area Formula operating funds and capital development funds directly to METRO.
- Caltrans administers the FTA Rural operating assistance program in California. METRO must submit an application and execute an agreement with Caltrans to receive \$161,615 in rural operating assistance for FY 2008.
- Conducting a public hearing on the Program of Projects (Attachment A) enables the Board to consider comments from interested parties on the proposed projects for federal funding assistance
- Adopting the attached resolution (Attachment B) authorizes METRO staff to submit an application to Caltrans and execute agreements for Rural Operating assistance.

III. DISCUSSION

The *Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) legislated programs within the Federal Transit Administration (FTA) to provide financial assistance to public transit operators. As in previous years,

METRO receives federal operating assistance through the Urbanized Area Formula Program (49 USC §5307). From the appropriation of \$4,178,377 in §5307 funds, METRO proposes to allocate \$3,426,293 to FY 2008 Urbanized Area operating assistance and \$752,084 to MetroBase construction. The FTA has also allocated to METRO \$490,000 in the Bus and Bus Facilities Program (49 USC §5309) from a congressional appropriation for Pacific Station (Metro Center) redevelopment.

Caltrans administers the FTA rural operating assistance program (49 USC §5311) in California, and METRO will make a separate application to Caltrans for \$161,615 in rural operating assistance available for FY 2007. METRO will operate approximately \$1,594,860 in public transit service on seven routes serving the rural areas of Santa Cruz County.

The public hearing today provides an opportunity to consider comments from interested parties on the proposed Program of Projects for federal operating assistance. If no changes are made to the attached Program of Projects, it will become the final Program of Projects for FY 2008. Staff published a notice of the public hearing in the *Santa Cruz Sentinel* and the *Watsonville Pajaronian*.

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

IV. FINANCIAL CONSIDERATIONS

The FTA §5307 Program contributes \$3,426,293 for FY 2008 urban operating assistance and \$752,084 in construction funds for MetroBase. The FTA §5309 program allocates \$490,000 to the Capital budget for Pacific Station redevelopment. The FTA §5311 Program contributes \$161,615 in rural operating assistance for FY 2008. Local sales tax revenue provides the required local match for all of these projects.

V. ATTACHMENTS

- Attachment A:** Program of Projects for FTA §5307, §5309 and §5311 Funds
Attachment B: Resolution authorizing an application for FY2008 FTA §5311 Rural Operating Assistance

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

The Federal Transit Administration (FTA) has appropriated \$4,668,377 in federal funds to the Santa Cruz Metropolitan Transit District (METRO) for public transit operations and capital improvements during FY 2008. In addition the California Department of Transportation (**Caltrans**) allocated to METRO \$161,615 from its appropriation of FTA funds. METRO, in accordance with 49 USC Parts 5307, 5309 and 5311, proposes the following Program of Projects for these FTA funds:

- I. FY 2008 Urbanized Area Formula Funds, 49 USC 5307:
 - A. \$3,426,293 for urbanized area public transit for the period July 1, 2007 through June 30, 2008. This project provides public transit conforming to land use and transportation plans in Santa Cruz County without causing negative environmental impacts or relocation of families or businesses. Local sales tax, Transportation Development Act and passenger fare revenue pay the balance of operating costs totaling \$38,778,000.
 - B. \$752,084 for the MetroBase Consolidated Operating Facility in Harvey West Industrial Park. This project is currently under construction.
- II. FY 2008 Bus and Bus Facilities, Congressional Appropriation, 49 USC 5309:

\$490,000 for Pacific Station (Metro Center) expansion and renovation. METRO completed environmental review for this project and has begun Right-of-Way negotiation to acquire the Greyhound parcel at 425 Front Street.
- III. FY 2008 Rural Operating Assistance, 49 USC 5311:

The California Department of Transportation allocated \$161,615 in FTA funds (49 USC 5311) to METRO for rural public transit operating assistance for the period July 1, 2007 through June 30, 2008. Total cost for this service will be approximately \$1,594,860 with \$261,422 paid from farebox revenue and \$1,171,823 paid from local sales tax revenue.

If adopted by the Board, METRO staff will submit applications to the FTA and Caltrans requesting funds for these projects, and the General Manager will execute grant agreements authorizing reimbursement of project costs.

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION
AUTHORIZING AN APPLICATION
TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR
FTA SECTION 5311 FY2008 RURAL OPERATING ASSISTANCE**

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

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

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

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

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

1. That the General Manager is authorized to submit an application to the State of California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District for financial assistance to operate public transit service in the non-urbanized portion of Santa Cruz County.
2. That the General Manager is authorized to submit and file with this application all assurances and all supplemental information as required by the California Department of Transportation.
3. That the General Manager is designated to execute standard grant agreements with the California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District to obtain \$161,615 in FTA Section 5311 funds for Fiscal Year 2008 to assist with public transit operations in the non-urbanized portion of Santa Cruz County.
4. That the District has committed \$1,171,824 in local matching funds to the project.

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

PASSED AND ADOPTED this 22nd day of February, 2008 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
JAN BEAUTZ
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 8, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR SUPPLEMENTAL COMPRESSED NATURAL GAS (CNG) FUELING SERVICES WITH PACIFIC GAS AND ELECTRIC

ACTION REQUESTED AT THE FEBRUARY 8, 2008 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for Supplemental Compressed Natural Gas (CNG) Fueling Services with Pacific Gas and Electric.

II. SUMMARY OF ISSUES

- METRO now has twenty-three (23) CNG powered buses in the fleet.
- The fueling time required to refill this many buses is exceeding the time capacities of the current slow fill station.
- Supplemental fueling and compression capabilities would make possible the fueling of the CNG fleet, until the anticipated opening of the LCNG Service Facility.
- METRO staff is recommending that a contract be established with Pacific Gas and Electric to provide Supplemental Compressed Natural Gas (CNG) Fueling Services.

III. DISCUSSION

METRO now has twenty-three CNG powered buses in the fleet. The existing slow-fill CNG fueling station can only refuel ten buses at a time. The fueling time required to refill twenty-three buses is exceeding the time capacities of the current slow-fill station. The supplemental fueling and compression capabilities offered by Pacific Gas and Electric would make possible the fueling of the CNG fleet, until the anticipated opening of the LCNG Service Facility. The attached contract with Pacific Gas and Electric (Attachment A) to bring supplemental CNG fueling services includes the following equipment: a CNG tank trailer, a stand-alone compressor, services to design, connect, and maintain the supplemental fueling equipment.

METRO staff is recommending that the Board of Directors authorize the General Manager to sign a contract with Pacific Gas and Electric to provide Supplemental Compressed Natural Gas (CNG) Fueling Services for an estimated cost of \$120,000 over a 30-day period. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is available in the MetroBase Budget.

V. ATTACHMENTS

Attachment A: Contract with Pacific Gas and Electric

THIRD-PARTY NON-TARIFFED PRODUCTS AND SERVICES EMERGENCY SERVICE AGREEMENT

This Agreement is between Pacific Gas and Electric Company (PG&E) and Santa Cruz Metropolitan Transit District, (Customer's Legal Name, hereinafter "Customer").

PG&E will provide Customer with emergency work ("Services") by repairing and/or replacing Customer owned gas and electrical equipment to restore Customer operations back to service at required performance levels. PG&E Services may include one or a combination of the following (1) locate, repair and/or replacement of failed or nearly failed equipment such as cables, conductors, transformers, switches, regulators, capacitors, etc; and (2) short-term loan of transformers or other equipment of no longer than six (6) months, to restore service while the Customer procures its own transformer, or; (3) any other conditions that are deemed an emergency in the judgment of a PG&E transmission or distribution personnel.

1. **Scope of Work:**

Under this Third-Party Non-Tariffed Products and Services Emergency Service Agreement, PG&E will provide Customer with the following Services:

PG&E has been asked by the Santa Cruz Metropolitan Transit District to provide emergency natural gas compression equipment to supplement their gas fueling station while their station awaits the replacement of a recalled part. The Santa Cruz Metropolitan Transit District's ability to keep their mass transit fleet operating has been greatly impaired by the failure of the recalled part that has rendered their station inoperable until the part is replaced. PG&E will supply any and all of the following equipment and services, as needed and agreed to by both parties, to ensure that the mass transit buses are fueled to an acceptable level determined by SCMTD on a daily basis for the month of February, 2008.

Phase 1: Labor and materials to: (approximately \$20,000)

- Assess the needs of the station to ensure safe and efficient fueling
- Set up interim fueling solution
- Maintain interim fueling solution for the contracted term

Phase 2: Rental of the following: (approximately \$20,500 based on 30 days of equipment use)

- Rental of Jumbo Tube Trailer (160 cft): \$3,500 for one week, \$7,000 for up to 30 days
- Ambient Heat Exchanger: \$750 for one week, \$1,500 for up to 30 days
- Hurricane Compressor: \$3,000 per seven day week. The rental costs allows for 8 hours operation per day of rental. Each additional hour of operation beyond the 8 hours per day will be billed at an additional charge of \$50 per operating hour.



Labor for daily operation: (approximately \$2,700/day)

- One (1) - 10 hour man day per day that the tube trailer is manned and operated (Approximate totals: \$24,000 for 29 days at 8 hours of straight time per day + \$11,000 for 2 hours of overtime per day + \$14,000 for 8 hours of weekend overtime for 9 days)
- Daily trucking charge for daily trucking of gas from DeAnza PG&E Fueling Station to Customer site (\$29,000 for 29 days)

2. Fees and Terms of Payment:

The hourly charges for each labor classification required shall be based on the following rates. Labor rates shall increase by 25 percent for overtime (straight time hours shall be defined as Monday through Friday, 8 hours per day).

Job Classification	Billing Rate (Straight Time)
CNG Technician	\$150/Hour

A minimum charge of four (4) hours shall apply to all Service requests. All material charges shall be at PG&E cost plus a 25 % mark up. All other charges shall be at PG&E cost plus a 25 % mark up.

Estimated Price: \$115,000 (IF all services listed in the Scope above are necessary and are provided this could be the total cost of the work. This contract is a time and materials based contract, thus actual invoice will reflect only labor costs for work performed and the cost of materials used.)

CNG fuel is not included in this estimate.

PG&E will submit an invoice to Customer for services performed and reimbursable expenses incurred in the course of the services rendered. The invoice will be in duplicate, reference the Agreement number and be submitted to the following address:

CUSTOMER NAME	Santa Cruz Metropolitan Transit District
ATTENTION	Tom Stickel
STREET ADDRESS	1200 River Street
CITY, STATE AND ZIP	Santa Cruz, CA 95060

The invoice will include the following information:

The total amount due to PG&E for the tasks completed during the invoice period. Other costs such as materials, major equipment, and expenses will be listed separately. Subcontracted work will be shown separately on the invoice. Customer will make all payments, subject to Customer

8.02

approval, within thirty (30) days after receipt of the invoice, unless PG&E requires payment by Customer in advance of providing services.

Payment will be mailed to:

PG&E Authorized Representative	Pacific Gas & Electric Company Roxanne Fong, Business Development Manager
Department	NRD
Street Address	P.O. BOX 997300
City, State and Zip	Sacramento, CA 95899-7300

Payments will reference the Agreement number, and invoice number.

3. Purchase Orders: Any Purchase Order(s), or other similar documents issued by the Customer in connection with work or services performed under this Agreement are only for the Customer's convenience in processing payment to PG&E under this Agreement. The standard terms and conditions which may be included on said Purchase Order(s) or other documents are null and void and do not apply to this Agreement. This Agreement is the sole contract between PG&E and Customer for the services covered under this Agreement.

4. Indemnification: Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, however caused, regardless of any negligence of PG&E, whether active or passive, except for such injury or death as may be caused by the sole negligence or willful misconduct of PG&E, its officers, agents, and employees. Customer shall on PG&E's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

5. Incidental and Consequential Damages: In no event shall PG&E be liable for special, indirect, or consequential damages, including, but not limited to, loss or damages resulting from loss of use, loss of profits or revenues, cost of capital or return on capital, loss of goodwill, or claims of Customer or Customer's clients.

6. Limitation of Liability: PG&E's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any Services covered by or furnished under this Agreement or any extension or expansion thereof, shall in no event exceed the fee amount for Services provided by PG&E under this Agreement. The remedies specified in this Agreement are the sole and exclusive remedies of PG&E and Customer for liabilities connected with this Agreement.

8.93



7. Term of Agreement: The term of this Agreement will commence on the date of February 1, 2008, and will continue in full force and effect until February 29, 2008 unless modified by written notice from either party to the other.

8. Customer acknowledges that Company has an obligation to maintain, repair and services its own facilities, including those under the operation and control of the California Independent System Operator, in order to perform its duties as a public utility, which obligation takes precedence over any obligations undertaken in this Agreement. Accordingly, if Company determines at any time, in its sole discretion, that it requires any personnel, equipment or resources previously committed to the performance of services for the Customer under this Agreement in order to maintain adequate service to Company's other customers or to fulfill its duties as a public utility, then Company shall have the right to divert the use of such personnel, equipment or resources to satisfy such requirements. If as a result of such action, Company is unable to perform its obligations under this Agreement, Company shall be excused from whatever performance is affected by such action to the extent so affected; In that event, Company shall have no liability to the Customer, and shall not be considered in default under this Agreement, for such failure to perform.

In witness whereof, PG&E and Customer have executed this Agreement by their signatures below.

CUSTOMER: Santa Cruz Metropolitan
Transit District _____

PACIFIC GAS AND ELECTRIC
COMPANY

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

8.94

List of the Emergency work authorized under this Agreement**For PG&E Use**

1. Emergency Operation, maintenance, repair, inspection, and construction and related land rights services for Customer owned facilities involving repair and replacement of the following equipment:
 - Transformer
 - Primary conductor
 - Primary fuses
 - Cable
 - Substation bank, regulator, switch, capacitor, controls, transformers, relays
 - Customer-owned meters and CT/PT replacement
 - Customer gas regulators, gas meter and large houseline
2. For out of service, emergency conditions, or Customer equipment failure, PG&E will work to restore service
3. For non emergency outage assistance, PG&E may provide resources and construction
4. Emergency loan of transformers and other equipment
5. Emergency hot wash of Customer-owned equipment
6. Emergency infrared scanning of Customer-owned equipment
7. Replace Customer-owned poles, wires and overhead equipment
8. Trouble shoot Customer-owned distribution breakers and reclosures
9. Locate failed portion of the underground direct buried cables
10. Locate Customer-owned underground lines.
11. Locate Customer-owned gas lines
12. Gas leak survey and repair on Customers lines
13. Perform welding on Customer-owned gas lines
14. Other emergency work

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 8, 2008

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF FILING A NOTICE OF INTENT FOR PACIFIC STATION REDEVELOPMENT PROJECT WITH THE DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND OF PROVIDING DIRECTION TO DISTRICT COUNSEL FOR THE PREPARATION OF A PURCHASE AGREEMENT FOR THE PROPERTY LOCATED AT 425 FRONT STREET SANTA CRUZ

ACTION REQUESTED AT THE FEBRUARY 8, 2008 BOARD MEETING

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors defer action regarding filing a Notice of Intent for the Metro Center Property portion of the Pacific Station Redevelopment Project with the Department of Toxic Substance Control and direct District Counsel to prepare a Purchase Agreement for the property located at 425 Front Street, Santa Cruz that provides for the remediation of soil contamination on that property to the level required for transit uses.

II. SUMMARY OF ISSUES

- On January 23rd, METRO staff met with the City of Santa Cruz Redevelopment staff, a representative from Weber-Hayes, and Janet Naito from the Department of Toxic Substance Control (DTSC) to discuss the Pacific Station Redevelopment Project and the necessary contamination cleanup of the property.
- Janet Naito provided information regarding how the DTSC would approach this project, as well as what programs were available for reimbursement.
- DTSC staff recommended that the Expedited Remedial Action Program (ERAP) be used for the remediation.
- To initiate the cleanup project, an application needs to be submitted to the DTSC as well as a Notice of Intent by the property owner.
- The City of Santa Cruz Redevelopment Agency staff members have recommended that METRO submit a Notice of Intent in conjunction with Greyhound's cleanup application and thereby combine the Greyhound and current Metro Center parcels into one project with a single contamination remediation plan to be submitted to the DTSC.

- The representative from DTSC indicated that the cleanup costs for residential uses could be more expensive than if the project is limited to transit use only.
- METRO currently does not have an approved final design with respect to the scope of the Pacific Station Redevelopment Project. The project may or may not be a transit only or a mixed-use project.
- At the time that there is a final design and an adopted determination as to the inclusion of a housing element a Phase I and II Environmental Analysis will need to be conducted on the current Metro Center site and a remediation plan will need to be submitted to DTSC.
- At this time it is premature to combine the Greyhound and Metro Center parcels for the purposes of cleanup and to submit a combined Notice of Intent to the DTSC. Such actions will expose METRO to potential clean-up liability before key decisions with respect to this project have been made.
- In order for the Pacific Station Redevelopment Project to continue to be evaluated and to proceed it is recommended that the Board of Directors direct METRO District Counsel to prepare a purchase agreement for the Greyhound property that identifies that the funding provided in the negotiated purchase price shall be used to pay for all expenses related to the DTSC services, preparation of the Risk Assessment (RA) document, and the preparation and implementation of the Remedial Action Work Plan (RAW) for the cleanup of the property to the level required for transit uses only. The escrow time frame contained in the purchase agreement for the Greyhound property may need to be extended in time to provide for the development of the cost estimate for the cleanup.

III. DISCUSSION

In 1999 the Metro Accessible Transit Services Forum (MASTF) indicated to METRO staff members that it was difficult for passenger with mobility impairments to transfer from bus to bus at the Santa Cruz Metro Center. METRO staff members researched the concerns and found that people were experiencing problems with transfers at the Santa Cruz Metro Center primarily due to the uncertainty of the location within the center that each bus would return to. The problems of non-recurring bus locations is the result of the Metro Center not containing sufficient spaces to accommodate the number of buses that are operating out of the center. The METRO staff determined that the only way to adequately address the operational problems at the Metro Center facility was to expand the bus capacity and to develop specific route "docks" for each bus so that persons with visual impairments would know exactly where their bus would be picking up passengers at the Center because the bus would return to the same dock after each run based on its route.

In an attempt to respond to the needs of the passengers using the Metro Center facility METRO Board and staff members prevailed on then-Senator Bruce McPherson and then-Assembly

Speaker Pro Tem Fred Keeley to include funding for the Metro Center Project development in the Traffic Congestion Relief Program (TCRP) that was being developed by then-Governor Grey Davis. Senator McPherson and Assembly Member Keeley were successful in their efforts and \$1,000,000 (\$200,000 for design, \$800,000 for land acquisition) was included in the legislation that was adopted.

During the time that discussions regarding the Metro Center capacity and operational problems were taking place some METRO Board Directors suggested that the possibility of developing a more innovative and expansive project should be explored. It was suggested that METRO staff approach the Santa Cruz Redevelopment Agency staff to determine if there were any opportunities to meet both METRO's needs and assist in meeting goals of the City of Santa Cruz.

As a result of the direction from the Board of Directors METRO staff has been working with the City of Santa Cruz Redevelopment Agency on the development of a project at Pacific Station. The firm of Roma Design was contracted to develop a conceptual design for a mixed-use facility as a part of the Metro Center project. The Board took action to rename the Metro Center project as the Pacific Station Redevelopment Project. Over the past few years Congress Member Sam Farr has been successful in obtaining funding earmarks in the federal discretionary bus program to provide funds for land acquisition and to offset the cost of developing the project to the stage where an informed decision as to project scope could be made. A summary of the funding earmarks is attached to this Staff Report. The conceptual design activities and the cost for the City RDA staff did not require all of the \$200,000 that was available in State TCRP funding. This was primarily due to the city RDA staff absorbing staffing costs and not billing METRO for all of the time that they devoted to the project. Therefore \$79,350 is leftover that can be added to the \$800,000 that was made available in State TCRP funds.

In 2007, METRO entered into a new Memorandum of Understanding (MOU) with the Redevelopment Agency to provide Project management services for the Pacific Station Redevelopment project. As federal funds were now being used to acquire the Greyhound property the Federal Transit Administration required that preliminary Phase I&II environmental activities be carried out. In performing this due diligence, a Phase I & II Study was performed on the Greyhound site. This study identified some soil contamination as a result of the activities that had taken place on the site prior to the time that it was purchased by Greyhound. As a result of the environmental study on the Greyhound parcel, and in order to utilize Federal funds for the purchase, it was necessary to provide for a plan to clean the contamination on the property as a part of the acquisition action. METRO is proposing that the sales agreement with the current property owners provide for the funding of the actions necessary to facilitate the cleanup required at the site.

On January 23, 2008, METRO, City RDA, and Greyhound staff met with Pat Hoban from Weber-Hayes, and Janet Naito from the Department of Toxic Substance Control (DTSC). At this meeting, Mr. Hoban and Ms. Naito provided extensive information regarding the programs that are available for the cleanup of the Greyhound property, as well as identifying potential sources

of funding for reimbursement of cleanup costs. Ms. Naito recommended that METRO participate in a program called the Expedited Remedial Action Program (ERAP). Through ERAP, the DTSC identifies all "responsible parties" including the current landowner and apportions liability based on ownership history, utilization of the site, and other relevant information obtained through the investigation process. ERAP allows for the payment of "orphan" share remediation costs for a certain number of sites, depending on available state funding, where the responsible party is either insolvent, or cannot be located or identified. Whether or not a site will be eligible for orphan share funding is determined through the ERAP application and approval process. In order to receive the orphan share funding, one or more of the responsible parties must complete the investigation and remediation of the site and pay for all of the DTSC's oversight costs. Once the site is certified, the responsible parties can submit a claim for the payment of the orphan share costs. It was pointed out, at the meeting, that all of the funds that were identified by Mr. Hoban and Ms. Naito are provided on a reimbursement basis.

At the January 23, 2008 meeting it was the recommendation of the RDA staff that METRO become part of the application process with the DTSC, utilizing the ERAP process which would allow DTSC to apportion liability to the responsible persons for both the Greyhound Property and the current Metro Center site. Prior to the January 23, 2008 meeting, METRO had issued a Purchase Order to Weber-Hayes to perform a Phase I&II Study on the current Metro Center site. This purchase order was issued with the belief, by the staff at METRO, that any contamination that might be found at the current Metro Center site would be remediated at the time that there was a construction project undertaken by METRO. Staff was informed that in order to be included in the Greyhound process, METRO would have to submit a Notice of Intent to the DTSC. The Notice of Intent would obligate METRO to not only pay for the anticipated Metro Center site cleanup, but also to pay a portion of the costs that DTSC would charge for oversight of the cleanup of both sites, which could be as much as \$50,000. Approximately \$25,000 would be required to be placed on deposit at the time that the application is filed. In addition, at a minimum, METRO would be expected to pay at least 20% of the clean up costs on the METRO parcel of land and the clean up would have to be undertaken simultaneously with the clean up of the Greyhound site regardless of whether there was funding for a new facility or not. The clean up of the existing Metro Center site could prove to be both disruptive to METRO's transit service and expensive.

Mr. Hoban and Ms. Naito informed the participants in the January 23, 2008 meeting that if contamination is found to be present at the current Metro Center site when the Phase I and II activities are carried out then a report is made to the County Environmental Office who can require METRO to immediately clean up the site regardless if there is a project or not. The meeting participants were also informed that the work on the Greyhound site alone could possibly trigger a request by the DTSC to METRO to evaluate the current Metro Center site for possible contamination due to its proximity to the Greyhound property. However, staff has determined that this type of adjacent property examination request was not made when other projects in the area were required to perform clean up activities.

As you know, METRO currently does not have an approved final design with respect to the scope of the Pacific Station Redevelopment Project. The project may or may not be a transit only or a mixed-use project. At the time that there is a final design and an adopted determination as to the inclusion of a housing element a Phase I and II Environmental Analysis will need to be conducted on the current Metro Center site and a remediation plan will need to be submitted to DTSC.

Based on the information reviewed and discussed in this Staff Report METRO staff believes that it is premature to combine the Greyhound and Metro Center parcels in a DTSC application for cleanup purposes. Combining the parcels for cleanup purposes will expose METRO to potential clean-up liability before key decisions with respect to this project have been made.

Staff recommends that the Greyhound property and the current Metro Center parcels not be combined at this time and that Greyhound be requested to file an application for the cleanup of the Greyhound property only. Further, it is recommended that the Phase I and II environmental activities for the current Metro Center parcel be placed on hold until there is a determination of the project scope for the overall Pacific Station Redevelopment Project scope. Once the project scope is determined the level of required contamination cleanup will be known.

In order for the Pacific Station Redevelopment Project to continue to be evaluated and to proceed it is recommended that the Board of Directors direct METRO District Counsel to prepare a purchase agreement for the Greyhound property that identifies that the funding provided in the negotiated purchase price shall be used to pay for all expenses related to the DTSC services, preparation of the Risk Assessment (RA) document, and the preparation and implementation of the Remedial Action Work Plan (RAW) for the cleanup of the property to the level required for transit uses only. The escrow time frame contained in the purchase agreement for the Greyhound property may need to be extended in time to provide for the development of the cost estimate for the cleanup.

IV. FINANCIAL CONSIDERATIONS

As discussed in the staff report, filing the Notice of Intent will require METRO to participate in the funding of the cleanup of the potential contamination at the current Metro Center site, which would include costs incurred by the DTSC and the ensuing clean up to the transit use level as a part of the Purchase Agreement for the property located at 425 Front Street Santa Cruz. The deferral of the filing of a Notice of Intent for the current Metro Center site will not expose METRO to financial liability.

V. ATTACHMENTS

- Attachment A: Pacific Station Funding Summary
- Attachment B: Conceptual Design Pacific Station Mixed Use Project
- Attachment C: Notice of Intent

9.5

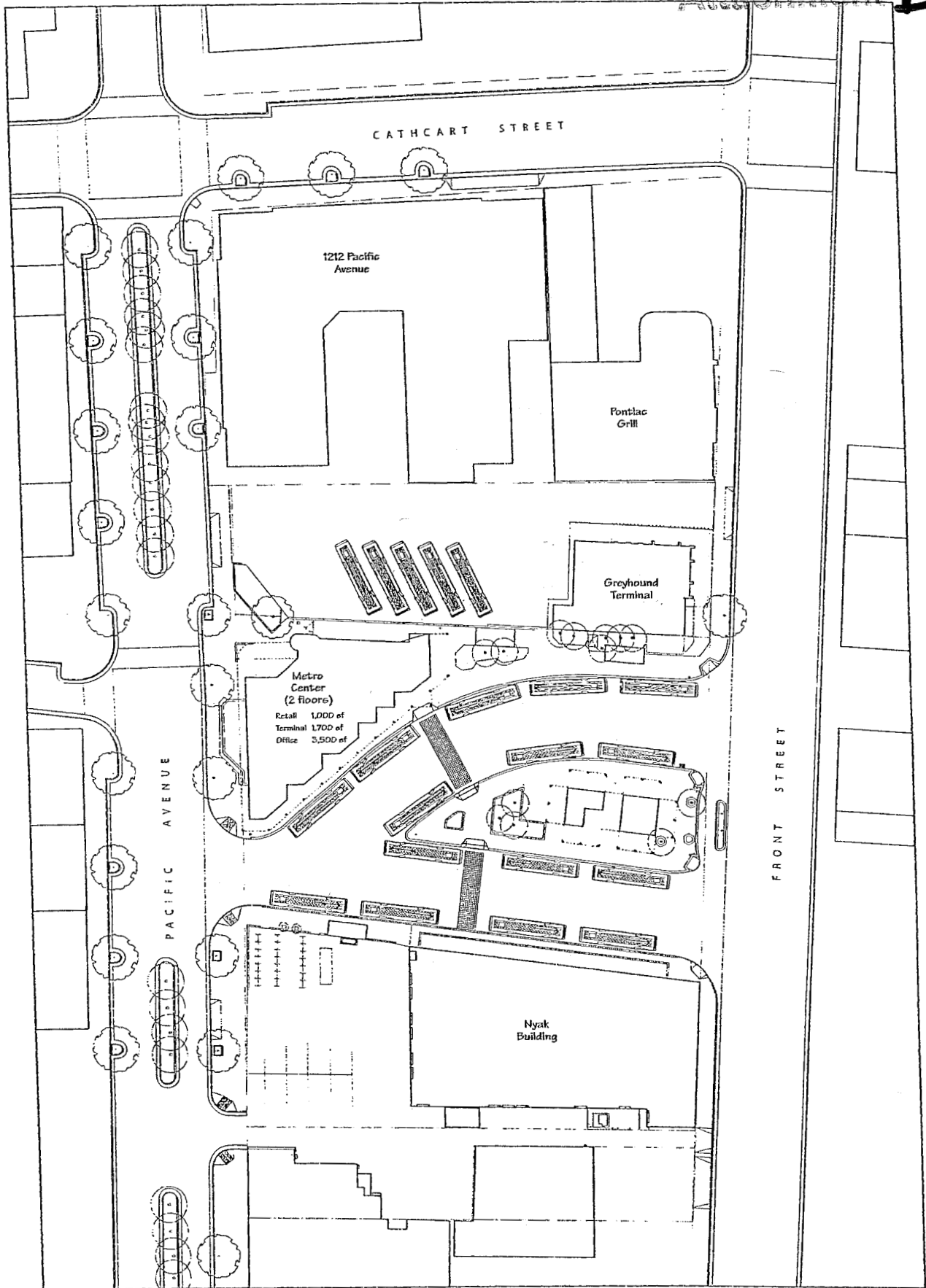
Pacific Station Funding Summary

- Land Acquisition

FTA 5309 (federal)	\$1,457,667
TCRP (state)	\$878,900
Local	-0-

- Design

FTA 5309 (federal)	\$396,000
FTA 5309 (federal)	\$500,000
Local	\$224,000



EXISTING TRANSIT CENTER

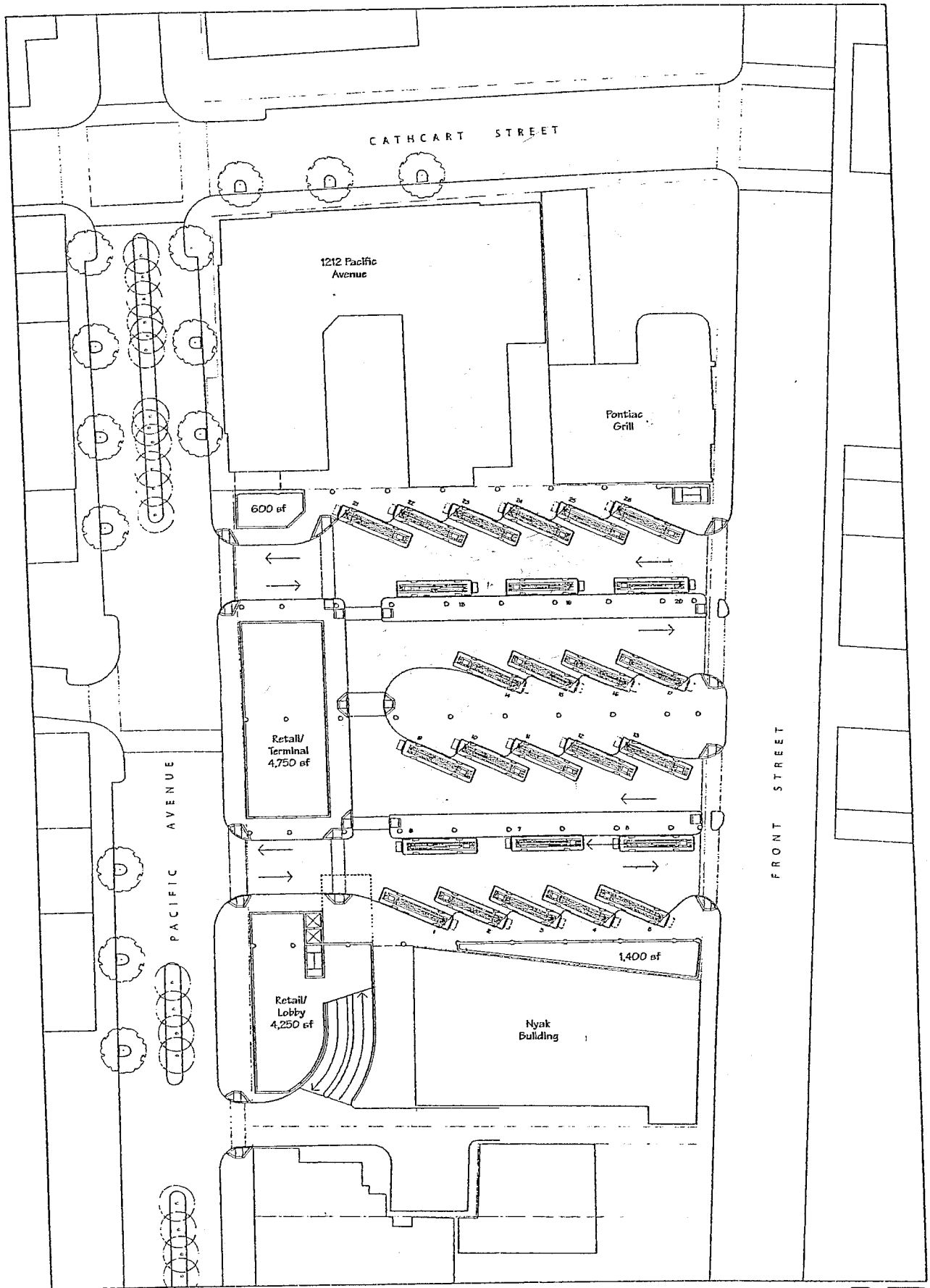
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Santa Cruz Metro Center

Prepared for the Santa Cruz Metropolitan Transit District and the Santa Cruz Redevelopment Agency by ROMA Design Group

DECEMBER 18, 2002

9.61



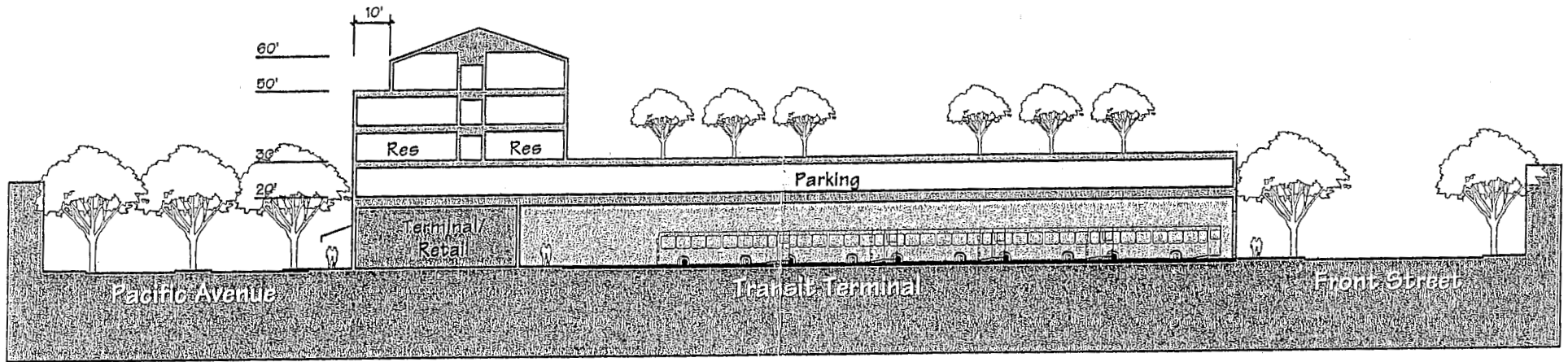
PROPOSED TRANSIT CENTER - 26 BAYS

0ft 20 40

Santa Cruz Metro Center

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9.62



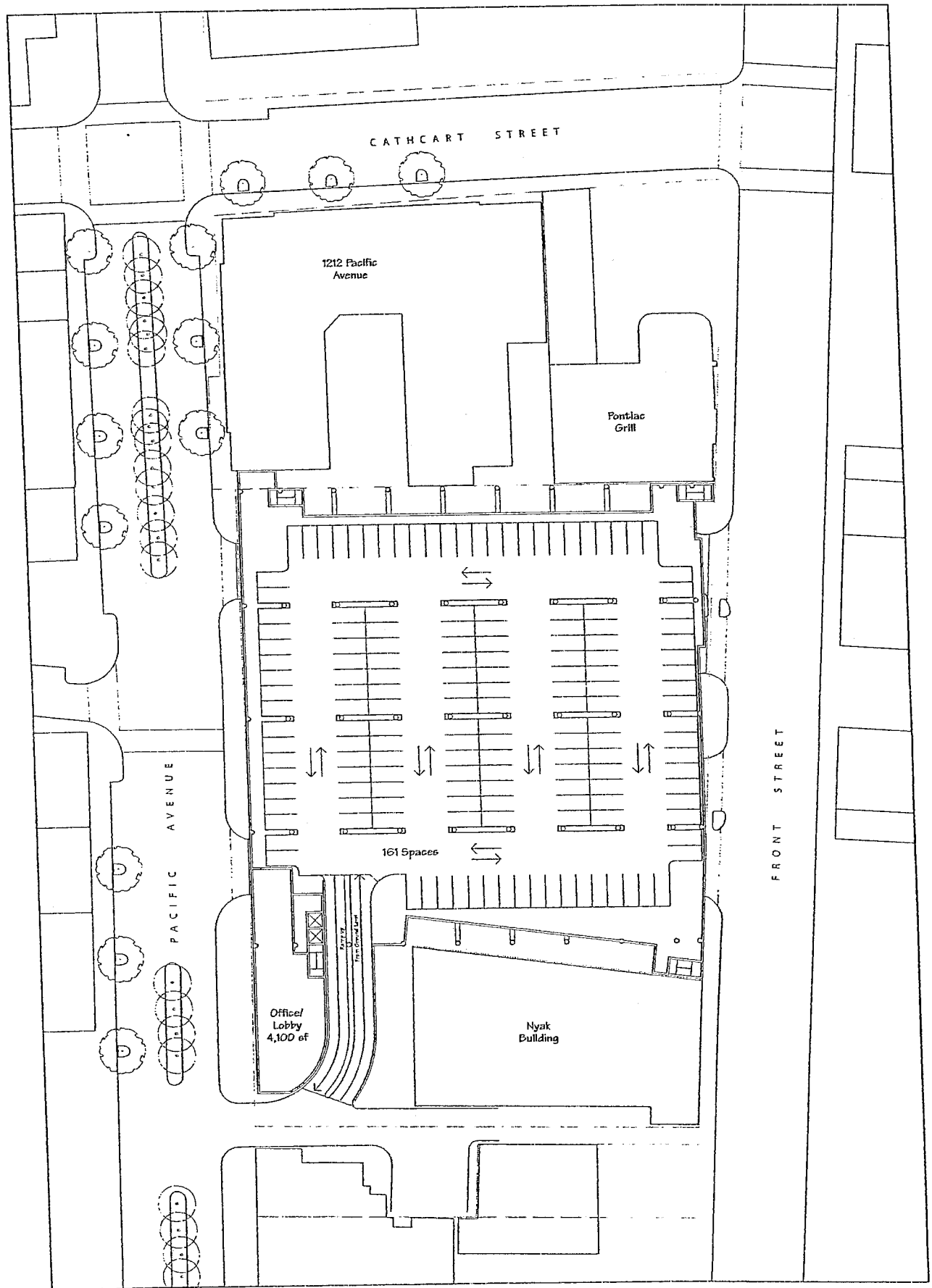
SECTION A

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DECEMBER 16, 2002

9.63



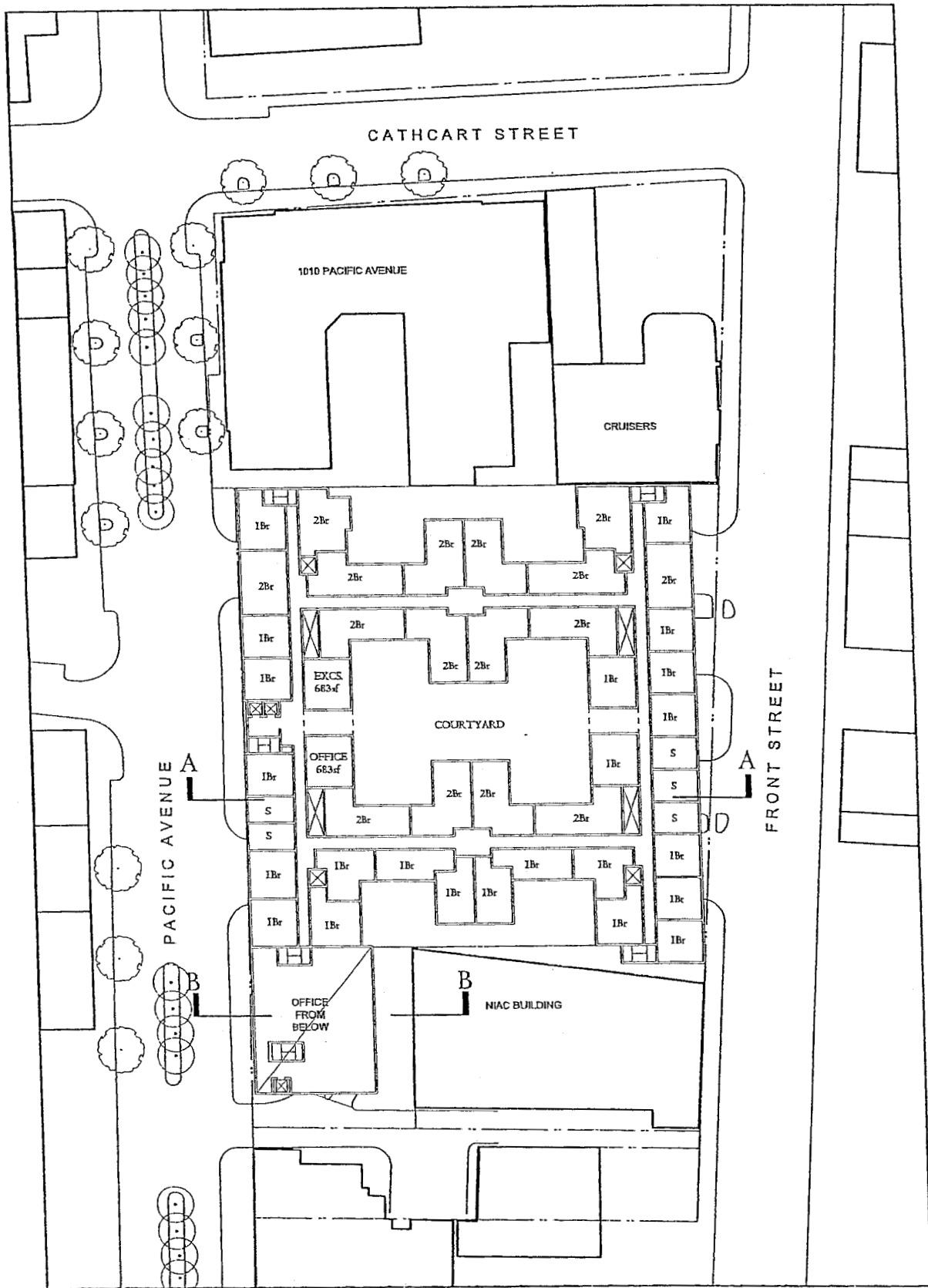
PARKING LEVEL - 161 SPACES

Santa Cruz Metro Center

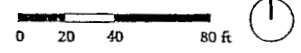
Prepared for the Santa Cruz Metropolitan Transit District and the Santa Cruz Redevelopment Agency by ROMA Design Group

DECEMBER 18, 2002

9.64



PODIUM LEVEL RESIDENTIAL (+30')



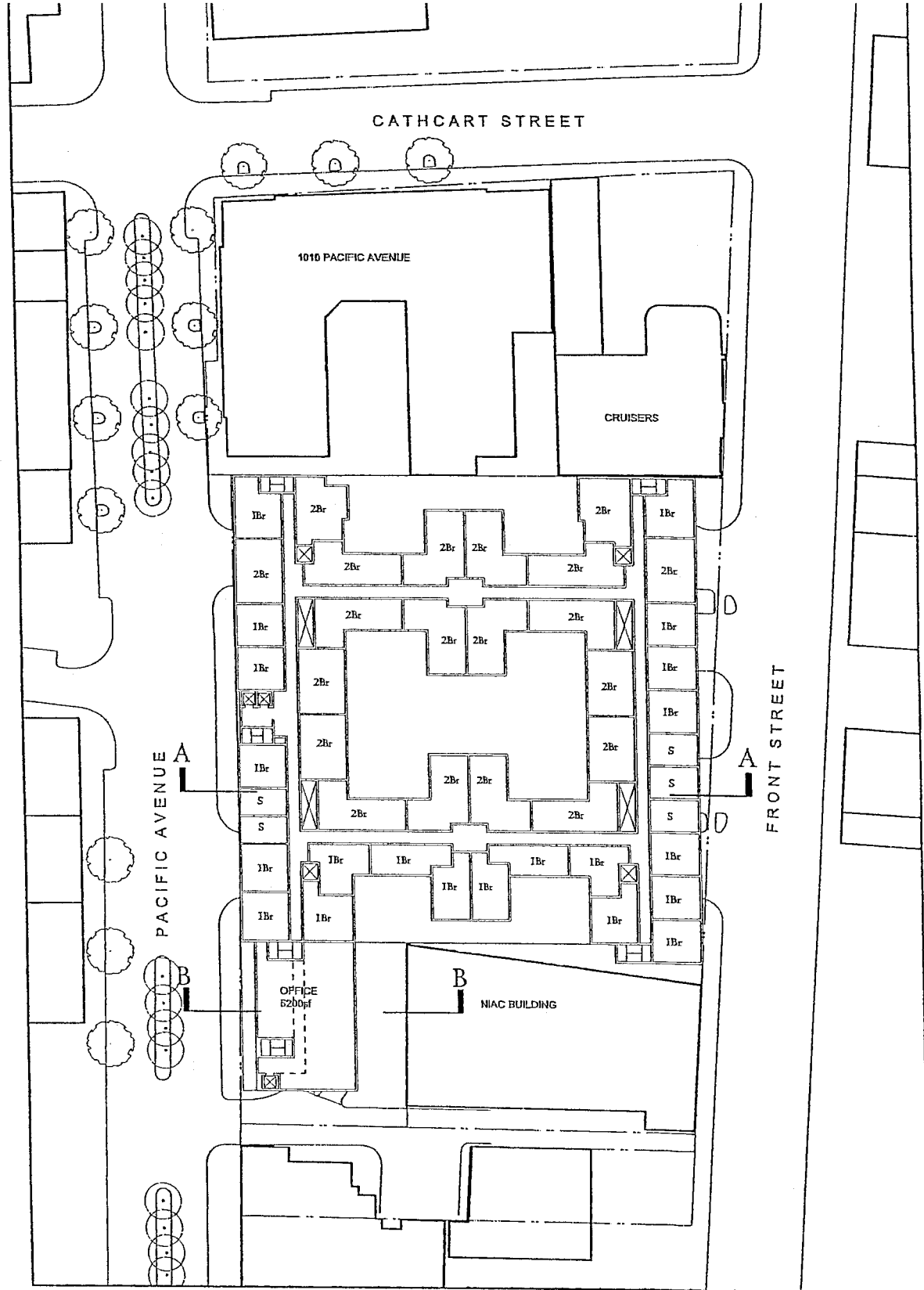
5 STUDIOS; 23 ONE BEDROOM APTS; 16 TWO BEDROOM APTS

Santa Cruz Metro Center

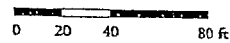
Prepared for the Santa Cruz Metropolitan Transit District and the Santa Cruz Redevelopment Agency by ROMA Design Group

April 28, 2003

9.65



SECOND LEVEL RESIDENTIAL/ FOURTH FLOOR (+40')



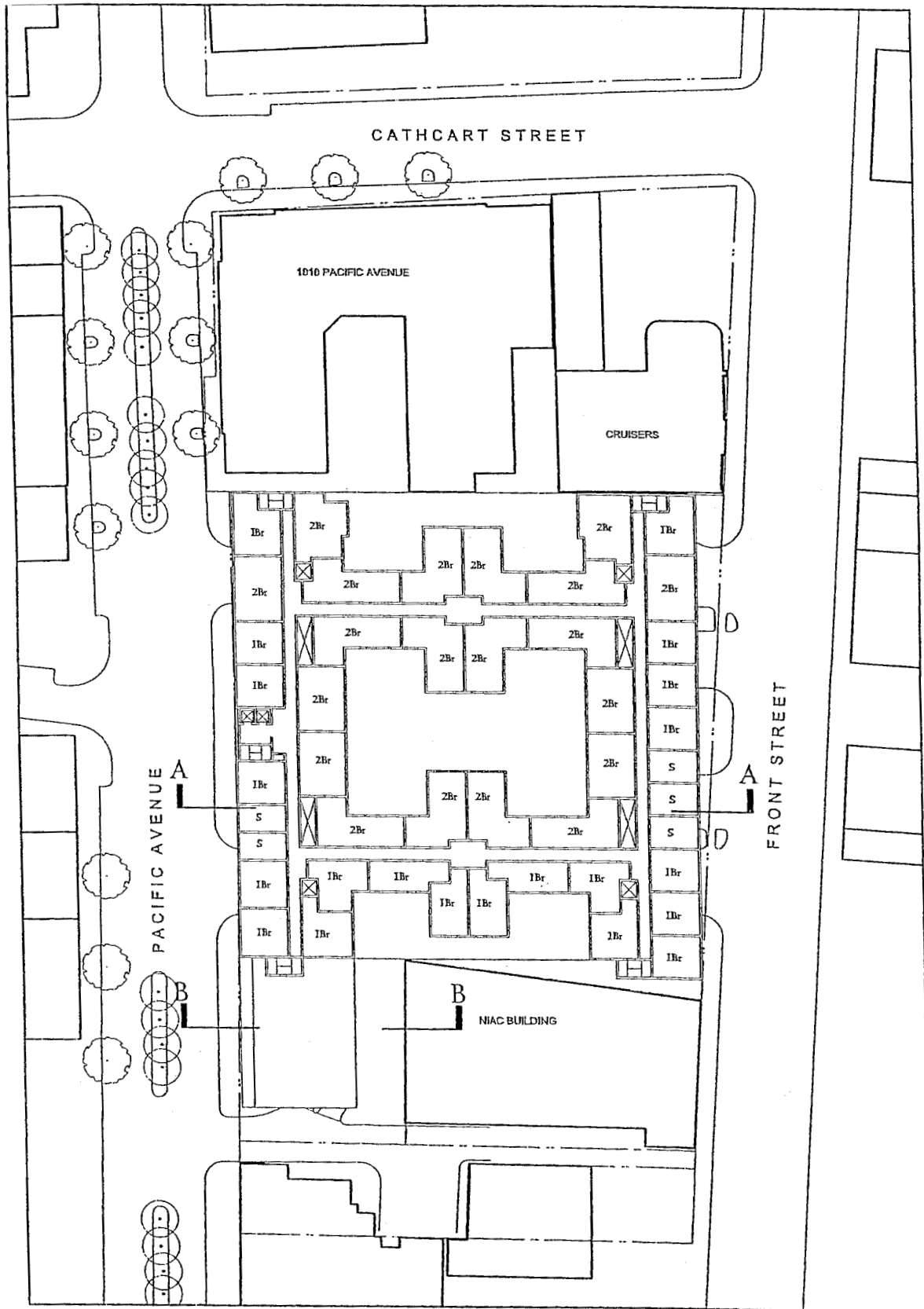
5 STUDIOS; 21 ONE BEDROOM APTS; 20 TWO BEDROOM APTS

Santa Cruz Metro Center

Prepared for the Santa Cruz Metropolitan Transit District and the Santa Cruz Redevelopment Agency by ROMA Design Group

April 28, 2003

9.66



THIRD LEVEL RESIDENTIAL (+50')



5 STUDIOS; 21 ONE BEDROOM APTS; 20 TWO BEDROOM APTS

Santa Cruz Metro Center

Prepared for the Santa Cruz Metropolitan Transit District and the Santa Cruz Redevelopment Agency by ROMA Design Group

April 28, 2003

9.67

NOTICE OF INTENT

The undersigned, signifying intent, hereby submits this application to the Department of Toxic Substances Control and the Site Designation Committee pursuant to Section 25396.6(c)(3) of California Health and Safety Code for selection for the California Expedited Remedial Action Program; and, if selected, to be bound by the requirements of Chapter 6.85 of the California Health and Safety Code. The undersigned also intends to enter into an enforceable agreement with the Department for the purpose of taking expedited response actions and agrees to pay all response costs related to the implementation of the program and the expedited response actions, including all response costs not otherwise paid by the trust fund or another responsible person.

Signature of applicant: _____

Printed name of applicant: _____

Title: _____

Date: _____