

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA SEPTEMBER 26, 2008 (Fourth Friday of Each Month)

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

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 p.m.

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. Kathryn Handforth Re: Service Request
 - b. E/D TAC Re: METRO's Discount Bus Pass Policy
 - c. CA Rural Legal Assistance, Inc. Re: ParaCruz Service Complaint
 - d. SCCRTC Re: ParaCruz Service Complaint
 - e. K. Bach Re: Service Request
 - f. CA Rural Legal Assistance, Inc. Re: Passenger Complaint
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 & 27, 2008 AND SPECIAL BOARD MEETING MINUTES OF JUNE 19, 25 & 29, 2008
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2008
- 5-3. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF WESLEY ALLEN, CLAIM #08-0026
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 17, 2008
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2008

- 5-6. ACCEPT AND FILE JUNE & JULY 2008 RIDERSHIP REPORT
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2008
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF JULY 2008
- 5-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DELTA DENTAL FOR EMPLOYEE DENTAL INSURANCE FOR A TWO-YEAR PERIOD
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ASSURANT FOR EMPLOYEE LONG TERM DISABILITY INSURANCE FOR A TWO-YEAR PERIOD
- 5-11. CONSIDERATION OF FIXED-ROUTE RIDERSHIP REPORT FOR FY 2008
- 5-12. RECEIVE STATUS REPORT REGARDING PARACRUZ SAME DAY SERVICE CHANGE POLICY REVISION IN RESPONSE TO INCIDENT ON JANUARY 7, 2008
- 5-13. RECEIVE STATUS REPORT REGARDING CUSTOMER COMPLAINT RECEIVED ON AUGUST 19, 2008
- 5-14. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-15. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FOR APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2008 MEETING(S)
- 5-16. CONSIDERATION OF NOTICE OF INTENTION TO AMEND SANTA CRUZ METRO'S CONFLICT OF INTEREST CODE AND SCHEDULING A 45-DAY COMMENT PERIOD
- 5-17. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF THE WATSONVILLE TEMPORARY TRANSIT CENTER AND MAINTENANCE SHOP

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Beautz
- 7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF SORETTA CHATMAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented By: Chair Beautz

8. CONSIDERATION OF APPROVAL OF CLASS SPECIFICATION CHANGES FOR THE ADMINISTRATIVE ASSISTANT/SUPERVISOR POSITION
Presented By: Robyn Slater, Human Resources Manager
9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MONTH-TO-MONTH AGREEMENT WITH NATIONAL SECURITY SERVICES, INC. FOR SECURITY SERVICES
Presented By: Ciro Aguirre, Operations Manager
10. RECEIVE PRESENTATION BY SCCRTC STAFF ON "PLANNING FOR MOBILITY IN THE HIGHWAY 1 CORRIDOR"
Presented By: George Dondero, Executive Director, and
Kim Shultz, Project Manager
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 LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Christopher Lanagan vs. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
 - b. Name of Case: Carol Moore vs. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957)
 - a. Title: District Counsel

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.

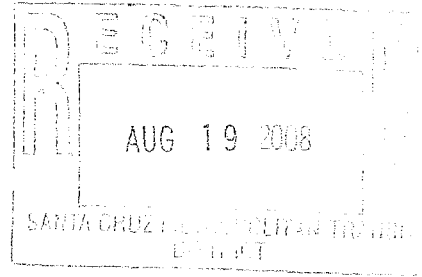
When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

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 City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

August 18, 2008

Members of the Santa Cruz Metro Board
370 Encinal St, #100
Santa Cruz, CA 95060



Dear Members:

I am writing to ask your help with the extreme routing difficulties that working people aged 40-65 are having in trying to get to their jobs. We have repeatedly asked for help from the Metro and have not received any response.

I lost my job in Santa Cruz due to the poor service routes from Scotts Valley. I am age 54 and cannot drive. I finally got a job in Aptos and now must get up at 4:00 am in order to get to my 8:00 am job. I leave work and 4:50 pm and often cannot get home before 7:00pm. This is ALL due to the failure of the drivers to be able to meet the very, very poor routing schedules forced upon them. They do their best and should receive commendations. The routers need to find other jobs. I have to catch the 6:10 am bus from the Starbucks shack on Mt. Hermon. The bus will not go the empty vacant transit center, which I actually live right behind. Then I have to sit at the metro for 20 minutes for the 71 and that is a 45 minute trip to Aptos. I should be able to take a later bus and connect with the 71 but it cannot be done because the 35 is always too late to catch the 71. The printed schedule is a lie. I will really suffer when winter comes. Coming home is the reverse - any stop for bicycles and/or wheelchairs and I cannot catch my connection and stand at Ocean and Water for 40 minutes. It is becoming unbearable and winter frightens me. The long days hurt. I am alone in this commute nightmare.

I am one of over 30 people, none of us under age 40, stuck with this nightmare of a commute. One man is in his early 60's and works at Dominican Hospital. He is a Vietnam vet with a son in Iraq. He works 4 days on and 3 days off and on the weekends he must pay \$45.00 for a TAXI! So must all the lab workers, hospital technicians, food, hotel and vet people. They pay more than they make to get to work by TAXI on weekends because Santa Cruz metro does not care. The misery is deep and I cannot begin to tell you how unhappy and scared people are..

Now come the holidays - same thing! On Martin Luther King day, the very people the holiday is intended to honor are taking \$45.00 taxi rides - including me - to try to get to work. That is a terrible thing to do to us and we are not paid nearly as much as metro employees are and no benefits. Rosa Parks would be unable to get to work and back by Metro and would have lost her job as many of us have..

The Hwy 17 buses do run on weekends and holidays and those are people who work over the hill and not in Santa Cruz. They get service from the Metro as do the schools. Especially the schools. We working SANTA CRUZ people do not. The two express buses that used to run between Santa Cruz and Scotts Valley were taken away - another kick in the face to Santa Cruz workers. We have complained many times to the Metro and no one answers. Time to picket? Time to get a petition and publicity? Time to go to a senior legal center for help? We are stating with you. Giving you a chance.

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Another issue is that you cannot buy a bus pass in Scotts Valley and we are forced to order by mail every month. The vacant bus station is a sad joke and those of us that forced to walk past it from our homes to the Starbuck shack on Mt Hermon road are not amused. We are very afraid of the coming winter and the darkness. The lack of light and safety and decent routing.

Seating is another major problem. The commute buses needed for WORKERS in the morning and evening are packed with students. Bicycles. Wheelchairs. No connections can be made and people are losing their jobs and getting reprimands for lateness. Three county employees were reprimanded several times because the new route for pick up in Scotts Valley brings them to work 10 minutes late instead of 10 minutes early. Two have now quit and left Santa Cruz – yes, because of that reason. Again, many complaints have been filed and the metro does NOT care.

I have talked to so many tired, angry working people. We do not deserve how we are treated on the buses . There needs to be more routes between 6 and 9 am and 4 and 6 pm. Especially the routes 35 and 71. Metro knows and Metro does not care. You CANNOT keep forcing the terrible overcrowding either. Someone will be injured and it would be so easy to ignore.

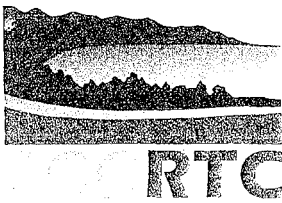
This letter is give the board a chance. Obviously, it may be necessary to send a copy to the governor and to request help from senior resources. It is up to you. We are angry, tired and frightened and there are a lot of us. Please listen. Please help.

Thank you,



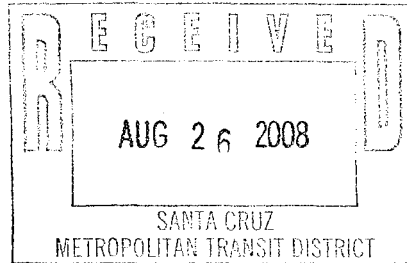
Kathryn Handforth

2-a.2



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@sccrtc.org



August 21, 2008

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

RE: METRO Request for Input on Senior/Disabled Discount Bus Pass Policy

Dear Chair Beautz:

The Elderly & Disabled Transportation Advisory Committee (E/D TAC) advises the Santa Cruz County Regional Transportation Commission (SCCRTC), the Santa Cruz Metropolitan Transit District (METRO), and other service providers on transportation needs for people with disabilities, seniors and persons with limited means.

At their August 12 meeting, the E/D TAC approved (with my abstention) the following motion relative to the Santa Cruz Metropolitan Transit District's request for input on changes to the Discounted Bus Pass policy for Seniors and People with Disabilities:

As an incentive to shift riders from more costly paratransit services to less costly fixed route bus services, the E/D TAC recommends that the METRO revise their policy to allow eligible Metro ParaCruz passengers to receive rides on fixed route bus services free of charge by showing their valid Metro ParaCruz ID card.

The intent of this action is to provide riders with conditional ParaCruz eligibility an incentive to use fixed route services thereby saving METRO costs by decreasing ParaCruz rides which are estimated to cost approximately \$30 each. The E/D TAC also requested that staff provide a cursory level of research to find out what other transit districts provide. Attached is a brief summary of the research that in no way is meant to address all the issues. In addition, the E/D TAC has consistently supported increased efforts to educate potential paratransit riders about the benefits of using fixed route bus transit.

Thank you for requesting input from the E/D TAC on this important issue.

Sincerely,

A. John Daugherty, Chair
Elderly and Disabled Transportation Advisory Committee

Attachment: Transit District Survey

cc: Peggy Gallagher, METRO
Naomi Gunther, Chair, MAC
Tony Campos, Chair, SCCRTC

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2-b.1

Transit Districts: Examples of fixed-route fares for ADA clients

This is a cursory survey of transit agencies performed by RTC staff, and is not meant to be inclusive of all issues relative to this topic.

Monterey Salinas Transit

(contact: Bill Morris, 831-393-8108, wmorris@mst.org)

- **Free** fixed-route service is available to ADA clients
- Program began in February, fully approved by Board of Directors
- 2nd ID card required, no special conditions, just ADA eligibility
- ADA eligible passengers using fixed-route are tracked; estimated savings so far at \$60,000
- Figures reported to Board regularly, available on website

LA Access

- **Free** fixed-route service is available to ADA clients <http://www.asila.org>

Orange County Transit

- Fixed-route fares for ADA clients are **25 cents per ride**

San Luis Obispo Regional Transit Agency

(contact: Ed King, Director 805-781-4465)

- **No free** fixed-route service for ADA clients
- Operations/revenue currently under study by consultant
- Free fare policy unlikely because of rural character; more appropriate to urban counties

Long Beach

- **Free** fares for ADA clients in specific districts

MTD – Santa Barbara

(contact: Steve Maas, smaas@sbmtd.gov), would like feedback)

- **Half/price** fares to ADA clients
- Should mobility training be included in free-fare programs? (clients may be afraid to use fixed-route)

VTA – Santa Clara

(contact: David Ledwitz, 408-321-2300)

- **Free** fixed-route fare for ADA clients for bus and rail (since 2003)
- Clients must request second fixed-route card, with photo
- Free fare users are not tracked; unclear how many ID cards have been issued

2-b.2

Butte County Regional Transit

(contact: Jim Peplow, 530- 879-2468)

- **Half/fare** discount for medicare, handicapped
- MediCal cuts resulting in declining use of paratransit
- Expanding service area now for paratransit for premium fares
- Increasing requests from social service orgs

Paso Robles Transit

(contact: Michael Hanson, 805-237-7505)

- **Half-price** fare for ADA clients on fixed transit
- Policy in place for many years
- ADA service based on length of trip
- (incidental info: City of San Luis Obispo provides free fares for age 80+)

Samtrans

(contact: Tina Dubost)

- **free** rides on fixed-route offered to paratransit users

Modesto Area Express

(contact: Terry Easley, 209-577-5317)

- **Half-price** fare for ADA
- FTA requirement for fare reduction is for non-peak hours, but this agency provides fare reduction all day
- More than 3000 wheelchairs transported per month on fixed route
- Mobility training by request

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2-b.3



CALIFORNIA RURAL LEGAL ASSISTANCE, Inc.

SANTA CRUZ

501 Soquel Avenue, Suite D
Santa Cruz, CA 95062-2322
Telephone: (831) 458-1089
Fax: (831) 458-1140
SantaCruz@CRLA.org

Basic Unit

Gretchen Regenhardt

Directing Attorney

Anastasia Steinberg

Torres-Gil

Staff Attorney

Joe Vela

Receptionist

José R. Padilla

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Luis C. Jaramillo

Deputy Director

Ralph Santiago Abascal

General Counsel

(1934-1997)

Regional Offices

Coachella

Delano

El Centro

Fresno

Gilroy

Madera

Marysville

Modesto

Monterey

Oceanside

Oxnard

Paso Robles

Salinas

San Luis Obispo

Santa Barbara

Santa Cruz

Santa Maria

Santa Rosa

Stockton

Watsonville

August 26, 2008

Leslie White

General Manager

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Marcela Travantis

Chair, Santa Cruz Metropolitan Transit District Board of Directors

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

A. John Daugherty

Chair, Elderly and Disabled Transportation Advisory Committee

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Re: Customer Complaint re ParaCruz Services

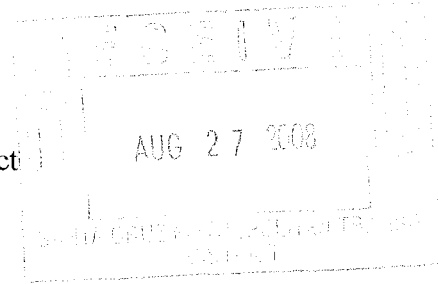
Greetings:

I am an attorney at California Rural Legal Assistance.

My office was contacted by Mr. Kurtis Lemke. Mr. Lemke indicated that he suffers from a physical disability and uses a wheelchair. Mr. Lemke resides at an assisted living facility located at 2990 Soquel Avenue in Santa Cruz.

Mr. Lemke reports that he has experienced on-going problems with ParaCruz transportation, specifically:

- Although ParaCruz drivers are supposed to wait 5 minutes before leaving for their customer, Mr. Lemke reports that drivers often fail to wait for the full 5 minutes and leave. Because of mobility issues, Mr. Lemke requires the full 5 minutes and when drivers leave early, it inconveniences Mr. Lemke greatly, forcing him to miss his prescheduled appointments.
- On one occasion, ParaCruz failed entirely to arrive for a



scheduled pick-up.

- On one occasion, ParaCruz was 1.5 - 2 hours late in picking up Mr. Lemke.
- ParaCruz has dispatched the wrong sized van many times to pick-up Mr. Lemke (because of Mr. Lemke's wheelchair, he requires a larger vehicle).
- On August 1, 2008 at 2:00 p.m. Mr. Lemke was present for his ParaCruz ride, but dispatch apparently incorrectly advised the driver to wait for a rider and assistant named "Mark." This resulted in the driver reporting to dispatch that rider was a no-show with the van leaving. As a result, Mr. Lempke (who was present, ready and waiting) was forced to pay \$50 in cab fare to get to his appointment.

Mr. Lemke has relied on ParaCruz for over seven years and Mr. Lemke is feeling quite frustrated (in addition to be inconvenienced and out-of-pocket money spent on cab fare).

I believe that at this time, Mr. Lemke is only requesting confirmation that his complaint has been received and that his concerns will be taken into consideration by the Santa Cruz Metropolitan Transit District.

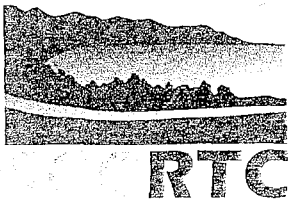
If you have any questions, require additional information or wish to discuss this matter further, please call me directly at (831) 458-1238 or contact me via e-mail at: asteinberg@crla.org. Thank you for your consideration.

Sincerely,



ANASTASIA STEINBERG
Attorney at Law

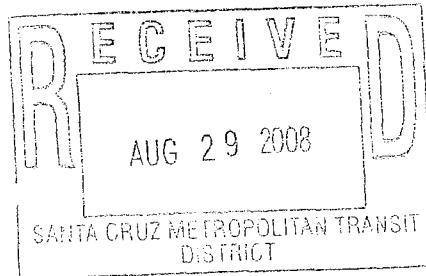
2-c.2



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@scrtc.org

August 25, 2008

Kurtis Lemke
2990 Soquel Ave
Santa Cruz, CA 95062



Re: ParaCruz Transportation Service

Dear Mr. Lemke,

Your letter dated August 8, 2008 regarding your experiences with ParaCruz transportation services was received, and will be forwarded to the Santa Cruz County Regional Transportation Commission and it's Elderly & Disabled Transportation Advisory Committee for their consideration.

However, the entity responsible for providing ParaCruz service is the Santa Cruz Metropolitan Transit District (METRO). As such, I am also forwarding your letter to the METRO in addition to their Metro Advisory Committee, an advisory group comprised of transit and paratransit riders.

Thank you for writing.

Sincerely,

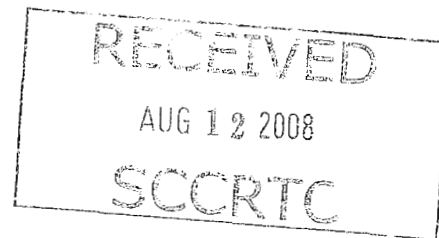
George Dondero,
Executive Director

Cc: John Daugherty, Chair of the Elderly & Disabled Transportation Advisory Committee
Jan Beutz, Chair of Santa Cruz Metropolitan Transit District
April Warnock, ParaCruz Supervisor
Naomi Gunther, Chair of the Metro Advisory Committee

S:\CORRESP-Outgoing\2008\0808\082508Lemke,K.doc

2-d.1

August 8, 2008



To whom it may Concern:

I have been using the service of Santa Cruz Co. Para Cruz Transit over the last seven years. I find it necessary to bring many unsatisfactory experiences to your attention, in the hope that your agency (s) can help to remedy these on going problems. I am not the only person who has experienced such issues, but listed below are some of the concerns I have experienced with Metro Para Cruz:

- Drivers not honoring the five minute wait time. Leaving me without transportation to a scheduled appointment.
- As a Para Cruz consumer I am contracted as a Non-ambulatory rider. Dispatch failed to send a non-ambulatory vehicle for pick up. Requiring me to wait outside in the evening for 1.5-2 hours. Getting me home at midnight.
- Para Cruz failure to show for scheduled appointment.
- Dispatch failed to send a vehicle for a scheduled pick up time to take me home. I was stranded for three days requiring the fire Dept. to assist in some of my care and a friend had to drive to Santa Cruz to pick up my medications.
Scheduling a ride with Para Cruz requires a 24 hour notice, which meant I had to wait until the next working business day before I could schedule my next pick up time.
- And the final straw was last week when I was told to wait for a person name Mark to supervise my boarding the vehicle. I waited for an hour and in that time two assistant's from the facility where I reside offered to assist me. I told them that we were

2-d.2

advised by Para Cruz to wait for Mark. The driver received a call from dispatch asking if I was on board. The driver's response was no, because she was told to wait for Mark. The driver was then instructed to leave because Mark was not coming. I was marked as a no show. I then had to use the service of a taxi which cost me \$50.00.

In order to clarify a documentation of scheduling, dispatch requires consumer to know the date, time, and person responsible for scheduling to oversee their records. Due to my disability I am not able to write down this information, as I should be able to rely on their accuracy.

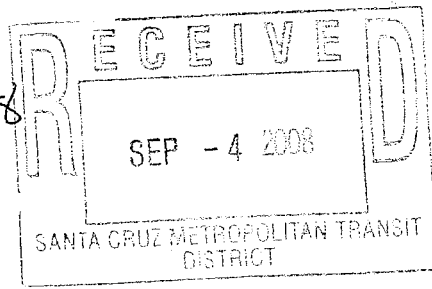
My frustration level has reached a point where I am asking for some help. It seems that using a Community Based Service for the disabled adds more frustration than I need. We disabled need a service that is cooperative, sensitive, reliable, and conducts themselves in a professional manner. It would be helpful if in the situation of Para Cruz the left hand knew what the right hand is doing.

Thank you for your help.

Kurtis Lemke

2-d.3

September 3, 2008



Dear Ms. Beantz,

Yesterday while riding a METRO bus (which was 15 minutes late) I noticed a flyer posted stating that METRO will not be providing service to the Country Fair. Today I used a trip planner tool on METRO's site to see how near to the fair I can get. It appears that it will take me $3\frac{1}{2}$ hours to get to the fair, including 30 mins. walking on a busy ~~road~~^{road} near the fair where there's no sidewalk.

I was going to bring a friend's kid to the fair, but that walk is not safe, and the return trip could be even worse. Plus the transfer times are not adequate, in view of

2-e.1

how often the bus is late (usually).

In these times of high gas prices, more and more people rely on METRO, and yet I find METRO to be less and less reliable. Yesterday I tried to telephone, to find out if the bus ~~was~~ was coming or if I had already missed it (sometimes, perversely, it comes EARLY). METRO did not answer the phone and there was no voicemail. I tried three times.

I REALLY appreciate METRO's service, the hard work & kindness of drivers & other staff. But the bus service is not very reliable and I am afraid that I am getting tired of having to set out an hour or two early for any appointment lest the late bus ends up costing me for missing the appointment.

Please, do all you can to increase routes & runs. I can no longer get a bus to places METRO used to go.

Thank You,
Kuni Bach

2-e.2



CALIFORNIA RURAL LEGAL ASSISTANCE, Inc.

SANTA CRUZ

501 Soquel Avenue, Suite D
Santa Cruz, CA 95062-2322
Telephone: (831) 458-1089
Fax: (831) 458-1140
SantaCruz@CRLA.org

Basic Unit

Gretchen Regenhardt

Directing Attorney

Anastasia Steinberg

Torres-Gil

Staff Attorney

Joe Vela

Receptionist

José R. Padilla

Executive Director

Luis C. Jaramillo

Deputy Director

Ralph Santiago Abascal

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(1934-1997)

Regional Offices

Coachella

Delano

El Centro

Fresno

Gilroy

Madera

Marysville

Modesto

Monterey

Oceanside

Oxnard

Paso Robles

Salinas

San Luis Obispo

Santa Barbara

Santa Cruz

Santa Maria

Santa Rosa

Stockton

Watsonville

September 5, 2008

Leslie White

General Manager

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Marcela Travantis

Chair, Santa Cruz Metropolitan Transit District Board of Directors

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

A. John Daugherty

Chair, Elderly and Disabled Transportation Advisory Committee

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Re: Passenger Complaint

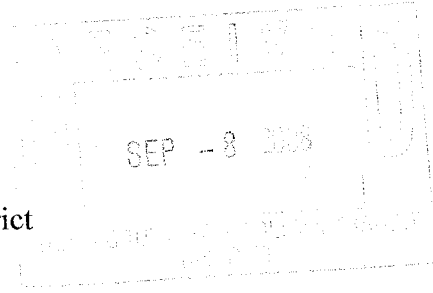
Greetings:

I am an attorney with California Rural Legal Assistance. Mr. Michael Jauregui came to my office for a consultation. Mr. Jauregui is disabled.

Mr. Jauregui indicated the following:

On Saturday, August 9, 2008 at about 11:42 a.m., Mr. Jauregui boarded bus number 2208 on Route 71 on Freedom Boulevard at the 5 Mile House bus station.

Mr. Jauregui showed the bus driver his paper disabled bus pass and attempted



2-f.1

to get to his seat. The bus driver (name unknown¹) said “no good” and told Mr. Jauregui that he did not believe the bus pass was valid, and that Mr. Jauregui would need to show the bus driver his “Senior & Disabled Discount Fare Card.” Mr. Jauregui proceeded to produce the current laminated card that he was given by the Santa Cruz Metropolitan District (see attached).

The bus driver told Mr. Jauregui that the driver did not believe that the laminated card was valid, as the “8” in 2008 appeared to be handwritten in. Mr. Jauregui told the driver that when he obtained the card, the Santa Cruz Metropolitan Transit District worker’s stamp did not clearly print the date, so the employee traced over the “8” with a pen and then laminated the card (which, obviously, would make the card impossible for Mr. Jauregui to alter).

Mr. Jauregui suffers from arthritis, a heart condition and vertigo, among other things, and has used his disabled bus pass for the past 10 years or so without problem.

The bus driver ordered Mr. Jauregui - on a hot summer day in a remote area - off the bus. And, the bus driver refused to return Mr. Jauregui’s bus pass.

Fortunately, Mr. Jauregui was able to access a telephone to call his mother, who happened to be available and able to pick up Mr. Jauregui (but if she had not been, Mr. Jauregui would have been completely stranded in the hot sun, with no transportation and with a serious illness).

Mr. Jauregui’s mother drove her son to the Santa Cruz Metro Center downtown and she attempted to talk with the bus driver who threw her son off the bus, but she was intercepted by Santa Cruz Metro security guards and told to leave the property. While attempting to speak with the bus driver, Mr. Jauregui and his mother could see Mr. Jauregui’s “Senior & Disabled Discount Fare Card” on the dash board of the bus number 2208.

Mr. Jauregui had to call the Santa Cruz Police Department to report that his disabled card had been wrongfully taken by the bus driver, in order to get the card back. Mr. Jauregui states that at that point, the Santa Cruz Metro security guards approached him and his mother and told them they were at risk of being arrested.

The police arrived shortly thereafter and spoke to the Metro Center representative (name unknown) and the card was finally returned to Mr. Jauregui.

Fortunately for Mr. Jauregui, he was not physically injured by the bus driver’s actions (though he easily could have been), but Mr. Jauregui was frightened, humiliated and embarrassed. When the bus driver ordered Mr. Jauregui off the bus, there were approximately 25 - 30 other passengers on board who witnessed this incident).

Mr. Jauregui’s purpose in sending you this letter is to advise you of the bus driver’s wrongful conduct and to ask that the Santa Cruz Metropolitan Transit District provide a written apology to

¹Mr. Jauregui described the driver as a young male, with several days’ facial hair growth, dark hair and weighing 160-170 lbs.

2-f.2

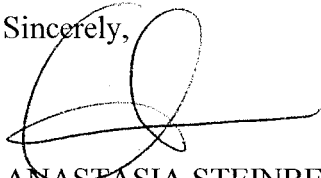
Mr. Jauregui and a promise that Mr. Jauregui will not be treated this way again. (I suspect that the Santa Cruz Metropolitan Transit District already has policies and procedures which would preclude a disabled passenger from being treated this way.)

Mr. Jauregui would like to receive this written apology no later than September 26, 2008 (you may send it courtesy of my office).

If the agency is concerned that proffering an apology would constitute an admission for litigation purposes, Mr. Jauregui is willing to waive in writing any causes of action he may have against the Transit District. Mr. Jauregui simply wants an apology and confirmation that such a situation will not occur again.

If you have any questions, or wish to discuss this matter further, please call me directly at (831) 458-1238 or contact me via e-mail at: asteinberg@crla.org.

Sincerely,



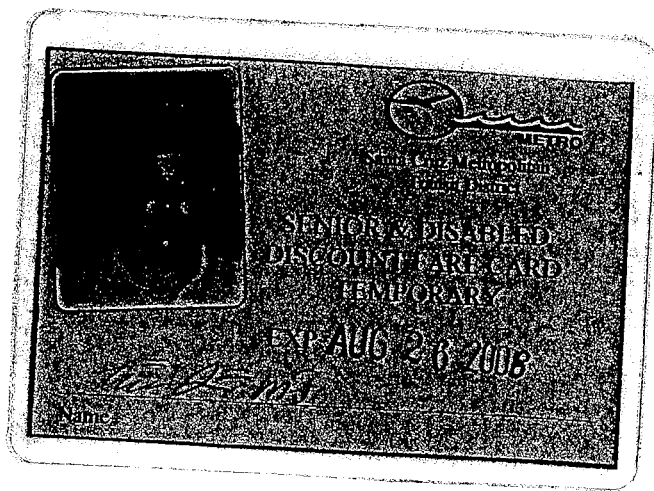
ANASTASIA STEINBERG
Attorney at Law

cc: CCCIL Transportation Ombudsman
234 Capitol Street, Suites A & B
Salinas, CA 93901
Attn: Maria Salas

Client

encl.

2-f.3



2-f.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 13, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 13, 2008 at the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Kirby Nicol
Mike Rotkin (arrived after roll call)
Dale Skillicorn
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Emily Reilly
Mark Stone
Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Wally Brondstatter, Acting Paratransit Superintendent
Frank Cheng, MB Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

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

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

Robert Chacanaca, SCCCE
Cesar Lara, MBCLC
Eduardo Montesino, UTU
Bonnie Morr, UTU

Steve Prince, UTU
Will Regan, VMU
Robert Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

a. Robert R. Smith

Re: ParaCruz Service

5-1.1

Director Spence asked whether April Warnock had taken care of the client. Les White pointed out that the client is really questioning why paratransit applicants must attend an assessment appointment instead of just having a doctor sign-off on the disability, or having the Eligibility Coordinator conduct home visits. Mr. White said there are occasions where group assessments are conducted on-site, and he is holding off responding to that question until it is decided that the item does not need to be revisited. Director Spence asked why the clients did not get a phone call. Ciro Aguirre explained that due to technical errors, the Eligibility Coordinator was unable to retrieve the applicant's voice mail in a timely manner, and then was unable to reach the applicant at the number provided. Chair Beautz asked if there would be a response to the applicant. April Warnock said that she had called the applicant and explained what had happened, and apologized for the delayed response. Ms. Warnock stated that the applicant questioned why the Eligibility Coordinator does not conduct in-home assessments, and decided that he did not want to use the service after all.

Director Rotkin suggested that an official apology be sent and said that he was not interested in revisiting the policy. Director Rotkin said that any doctor or nurse in the county would gladly sign-off on an eligibility form because there is no cost to them. Chair Beautz likened the situation to the issuance of handicapped placards. Director Rotkin said that was a good reason not to revisit the issue. Vice Chair Bustichi asked if the issue had been resolved with the applicant. Ciro Aguirre said that after the call with April Warnock, the applicant was not interested in paratransit and had found alternative service. Vice Chair Bustichi asked that a letter be sent to Mr. Smith. Director Rotkin suggested that the letter include an explanation of the eligibility assessment policy. Les White offered to send a letter on behalf of the Board.

b. E/D TAC

Re: METRO's Short Range Transit Plan

Les White said that the ED/TAC Committee wanted to know when the SRTP would be available for review, and that they wanted to be participants. Mr. White said that they would certainly be included.

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU Local 23, said that the Senior's Dinner was a great success and she was thankful for the use of a bus, and she acknowledged the attendance of Directors Reilly, Hagen, and Beautz. Ms. Morr reminded the Board that there were 17 days left on the contract and said that the process was moving extremely slow. Ms. Morr said there are some concerns over the way it is moving, because UTU would like to see a settlement reached before the expiration of the contract. Ms. Morr said that she had a few successful meetings with the membership, and that she wanted to make sure that they understand exactly where they are – they still feel they are in the beginning stages even though they know that they do not have a lot of time left. Ms. Morr said that it was expressed once in the beginning of the negotiations that there would need to be an agreement by the last Board Meeting on the 27th – three days prior to the actual expiration of the contract.

5-1.2

Bonnie Morr said that they need to know that the Board is going to be willing to help encourage the process along...a little bit better than where they are. Ms. Morr also said that they are grateful for the movement that the District has made in areas - they plunked a 15% increase on low-entry wages, and then in turn they plunked a 1% increase on the rest of the earnings, and she said they found that rude and a little bit disrespectful, because people who have been working and putting their energy in need to be respected for the work that they do. Ms. Morr said they'd like to see some sort of fair and equitable wage increase, and stated that the membership is expecting to be able to get 95% on the medical, and they have been paying more than anyone else here, and the current proposal from the District, at the time that the increase on medical costs will go in, and the increase that the District has come up with, which is a little more than 2%, they end up basically paying the same amount or possibly a little bit more, depending on the increase PERS will put on the medical benefits. Ms. Morr said that PERS was a given for every other unit except for UTU, and there has been no movement shown. Ms. Morr said that those are the issues they have been dealing with for three years, and that she has to be able to bring this package back to the membership and they need to be able to ratify it, and there are certain areas that are extremely important to that membership and they deserve to have those adjustments.

Bonnie Morr stated that they have been paying more than anyone - whether they're in SEIU or in Management. Ms. Morr said that it costs them more to do their jobs, so they do not see the return in wages, and what they have gotten so far is unacceptable, and that there needs to be tremendous movement. Ms. Morr said that they were hearing what was being said about issues like working conditions and that she was hoping to start additional dialogue and take care of some of those issues, but the Board needs to know that there are not a lot of days left, and she has a group of people out there that are paying very close attention. Ms. Morr said she had tried keeping everything as quiet as possible, within reason, so folks understand that there are not a lot of days left until the next Board meeting and they want to close by then, but the District had to come towards them. Ms. Morr said that they deserve a fair and equitable contract as everybody else has received from the District. Ms. Morr said that they have been struggling for a long time and they are back again in the same place, and they needed the Board's support.

Cesar Lara, Executive Director of the Monterey Bay Central Labor Council, said that they were concerned that there was less than two weeks remaining before the contract expired, and that last time 20-25 thousand people were left without bus service, and they are concerned about the impact on the community. Robert Chacanaca, President of the Santa Cruz Council of Classified Employees, expressed his concern for the safety and summer economic opportunities of the school students who would be affected by a drivers strike. Mr. Chacanaca said that the loss of bus service would force more teens to ride bikes, and that there had already been three fatal cycling deaths in Santa Cruz County.

Chair Beautz said that everyone wanted to settle, and said it was fair to note that during May the Union was only available 3 days for bargaining, but now everyone must make a commitment to the bargaining schedule. Bonnie Morr said that there were also days when the District negotiating team was unavailable, and that the Union is willing and available to meet. Vice Chair Bustichi said it was important to understand that the District negotiators have staff duties to perform, so their time is a little limited, and he said that it really comes down to three principal issues: medical, PERS, and wages. Vice Chair Bustichi said he hoped to get down to the fundamental issues and not talk about the other things so they can go away. Ms. Morr said they are focusing on the

5-1.3

issues and she agreed that negotiations are not for the public, that the Union really wanted to see some movement from the District because it is not currently working. Chair Beautz asked Ms. Morr if she was saying that they are available every day in June. Ms. Morr said absolutely that they are. Les White pointed out that movement in negotiations should always come from both sides. Mr. White asked that both Mr. Lara and Mr. Chacanaca consider writing a letter to our delegation in Sacramento because the legislature has taken away billions from transit statewide over the last two years, equating to a \$3.5 million loss to METRO per year, which really limits METRO's ability to respond to the issues they have raised. Mr. White added that METRO considers them partners in trying to get those resources in so that METRO can share those resources out. Cesar Lara said that he planned to meet with John Laird and Anna Caballero.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None at this time.

CONSENT AGENDA

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

No questions or comments.

5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2008

No questions or comments.

5-3. CONSIDERATION OF TORT CLAIMS: NONE

No questions or comments.

5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 18, 2008 AND MINUTES OF APRIL 16, 2008

Director Spence said she was under the impression that bikes were allowed inside the bus at Scotts Valley. Les White said that she was correct, and it was possible that the policy has not been enforced, but the Board policy states that bikes may only come in at Scotts Valley. Ciro Aguirre said that there was a lapse in enforcement, but the policy has been clarified so that bicycles may not be brought inside the bus at MetroCenter, and a clear explanation now appears in the Headways. Director Spence asked if the item would come back before the Board in August in order to implement the change in September. Mr. White said that since the MAC recommended full prohibition of full-sized bicycles in the Highway 17 Express, the item will come back before the Board.

5-1.4

5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2008

Director Tavantzis commented that the status report for Paracruz was great, having improved over the previous year.

5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT

No questions or comments.

5-7. CONSIDERATION OF ADOPTING THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S AMENDED RECORDS RETENTION SCHEDULE

Director Spence asked where all the personnel files were kept, and asked if ParaCruz kept its own files onsite. Director Spence said it was difficult to locate the files on the records list, and she asked if the personnel files could be labeled to read the same. Robyn Slater said that all personnel files are kept at the Encinal office, and that ParaCruz noted their files under their area, but all official files are kept with Human Resources. Director Spence said that she could not tell whether files were paper or electronic and said that a three-year retention period for paratransit re-certifications seems inadequate. Director Spence suggested that a file be added for new applications. Director Spence asked what an alpha list was. Wally Brondstatter said that it was a master roster of all daily ParaCruz transactions.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

This presentation will take place at the June 27, 2008 Board Meeting.

7. CONSIDERATION OF RESOLUTION APPROVING FY 09 & FY 10 FINAL BUDGET

Summary:

Angela Aitken went over the changes to the FY09-FY10 METRO budget since May and asked for questions. Director Rotkin asked if funds had been shifted out of reserves. Ms. Aitken said that \$2.593 million in funds were shifted from reserves to cover additional costs. Les White said that it will be known by March 2009 what the 2010 numbers will look like, and the numbers will be reconciled at that time. Director Rotkin requested information on inflation and the history of METRO fare hikes. Mr. White said that one of the questions the Board has struggled with is whether a CPI mechanism should be put into the fare structure, as is done with UCSC and Cabrillo College contracts and the JPA agreement. Mr. White said that the only thing missing in the arrangement is that the fare ordinance has no CPI component, and that it would have to be decided whether to increase fares dramatically when the need arises, or slowly and incrementally over a period of time in pace with inflation.

Director Tavantzis said that the current financial situation emphasizes that an effort must be made to encourage local shopping, and she suggested that a "Shop Local" campaign would be

5-1.5

beneficial to every jurisdiction in the County, especially if there are empty ad spots on buses. Director Tavantzis said that perhaps the Board could discuss the matter. Chair Beautz asked if there was anything in the Legislature about Internet taxes. Mr. White briefly described what the Legislature is trying to do in the scope of taxing services, Internet sales, attorney services and accounting services. Mr. White said that the Governor's office has not been helpful because of their focus on the Lottery as a primary source of funding. Director Stone pointed out that the California economy used to be 80% goods transactions and 20% service transactions and now it is about 50-50, so the State and local governments lose money from lost sales taxes.

Les White stated that none of the legislators within METRO's jurisdiction have signed the no-tax pledge, and he said that there are a lot of revenue ideas out there, and that people on both sides of the aisle want to find a long-term fix that includes tax measures and some spending structure measures, including no more re-appropriations from other funds to balance the budget. Vice Chair Bustichi asked Ms. Aitken to clarify that the figure on page 7.3 was .3 percent. Ms. Aitken affirmed that it was supposed to be .3 percent.

8. **CONSIDERATION OF METRO'S STAFF RESPONSE TO FINAL REPORT OF ADA/504 REVIEW OF METRO'S PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES**

Summary:

Les White reminded the Board that Pat Piras was contracted to conduct an assessment of the accessibility of METRO facilities, programs, activities and services. Mr. White said that the report came to the Board in February of 2008, and staff needed to begin to put together a program of how METRO responds to the different recommendations that are in the report. Mr. White said that there are some things that need to be re-examined, and that the report is basically an item-by-item action plan, and that another evaluation of services will be in four years.

Director Spence asked if Watsonville Transit Center (WTC) was the only facility with issues. Les White said that WTC was not the only one, and there were some issues at METRO Center, including the floor mats, and visibility at Metro Market. Director Spence clarified that she was speaking of tables and shrubs and planters that were in the way. Mr. White affirmed that WTC was the only facility with those issues, and that there are plans to inspect the area—the vendors were setting out tables, making it difficult for wheelchair-bound riders to traverse the area, and some guidelines are to be developed for the vendors to alleviate the problem.

Director Tavantzis asked if removing the floor mats had created a new hazard. Tom Stickel said that new recessed mats are to be installed. Bonnie Morr said that the removal of the mats has created a hazard at the OPS building. Mr. White said that the floor mats at OPS would be replaced. Chair Beautz said that it should be corrected wherever it is an issue. Directors Tavantzis recommended rubber strips, which Vice Chair Bustichi said are available in three-foot sections.

5-1.6

9. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF WALLY BRONDSTATTER AS ACTING PARATRANSIT ADMINISTRATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the June 27, 2008 Board Meeting.

10. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ALBERTO C. BARRAGAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the June 27, 2008 Board Meeting.

11. **CONSIDERATION OF AN INCREASE IN RATES FOR ADVERTISING ON METRO BUSES**

Summary:

Mark Dorfman said that there had not been an increase in advertising rates since 2006, and Monterey Salinas Transit (MST) recently increased their ad rates without any slowdown. Mr. Dorfman proposed that METRO match the MST rates, because METRO only sells King ads to national advertisers and as the economy started to slow down, virtually all national advertisers backed out. Mr. Dorfman said the idea is to increase the rates now, with no expectation of much revenue until the economy improves, and leave METRO positioned for increased revenue when the economy does improve. Mr. Dorfman said that all Tail ads are full, and that there is a waiting list for them, while Queen ads did better than in the previous year. Mr. Dorfman said the budget number has been trimmed back due the anticipated loss in outside business, and that the recommended increases are more for future revenue. Mr. Dorfman said that in order to place Shop Local ads, he would ask District Counsel to research METRO policy, and that it might require a policy change. Chair Beautz asked who would handle ads once Mr. Dorfman is retired. Les White said that is currently under discussion.

12. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE GOOGLE TRANSIT AGREEMENT WITH GOOGLE IN ORDER FOR SANTA CRUZ METRO TO PARTICIPATE IN THE GOOGLE TRIP PLANNING PROGRAM**

Summary:

Mark Dorfman requested authorization to sign the electronic agreement with Google in order to participate in Google trip planning. Mr. Dorfman said that METRO had been participating in a beta version online for the past four months, with a lot of feedback from the public requesting this service. Mr. Dorfman acknowledged that there are some problems, but he said that once the agreement is entered, the service would go live with a disclaimer that it is a beta project and requests feedback. Mr. Dorfman offered to demonstrate how the system works after it is active, and described what the program will do. Director Spence asked if Google Transit would replace 511.org. Mr. Dorfman said that it is different from 511.org. Vice Chair Bustichi said any opportunity to get the word out about transit is good. Bonnie Morr described how she used transit to get to a baseball game.

5-1.7

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Authorize the General Manager to execute the Google Transit Agreement with Google in order for Santa Cruz Metro to participate in the Google Trip Planning Program.

Motion passed unanimously, with Directors Reilly and Stone being absent.

13. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION:

Les White reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route and conduct a Public Employee Performance Evaluation of the General Manager.

14. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr said other dynamics come into play, and that she is trying to keep everybody in line. Ms. Morr said there were a lot of antsy people and that they were not playing games. Ms. Morr said that the Board needed to protect the bus operators.

SECTION II: CLOSED SESSION

Vice Chair Bustichi adjourned to Closed Session at 10:01 a.m. and reconvened to Open Session at 12:10 p.m.

SECTION III: RECONVENE TO OPEN SESSION

15. REPORT OF CLOSED SESSION

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

ADJOURN

There being no further business, Vice Chair Bustichi adjourned the meeting at 12:11 p.m.

Respectfully submitted,

ANTHONY TAPIZ
Administrative Assistant

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 19, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Thursday, June 19, 2008 at the Santa Cruz County Regional Transportation Commission, 1523 Pacific Avenue, Santa Cruz, CA.

Chair Beautz called the meeting to order at 12:02 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Margaret Gallagher, District Counsel
Robyn Slater, Human Resources Manager
Les White, General Manager

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

Bonnie Morr, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher reported the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, thanked the Board for holding this Special Meeting because time is of the essence. Ms. Morr reported that UTU had received the latest proposal from METRO and has submitted a counter proposal. UTU feels it has made a lot of movement including backing off from most articles except wages, parity issues and protective language.

5-1.9

Ms. Morr said UTU was appreciative of the District's medical proposal but UTU wants parity with the retirement as well. Ms. Morr urged the Board to find the funding for fair and equitable wage increases because the operators can handle the working conditions if the pay is better.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 12:14 p.m. and reconvened to Open Session at 1:25 p.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

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

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 1:27 p.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 25, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Wednesday, June 25, 2008 the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

Chair Beautz called the meeting to order at 10:04 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone (arrived after roll call)
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzler

STAFF PRESENT

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

Margaret Gallagher, District Counsel
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
April Warnock, Paratransit Superintendent

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

Bonnie Morr, UTU
Eduardo Montesino, UTU

Steve Prince, UTU
James Taylor, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher reported the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, thanked the Board for holding this Special Meeting and thanked METRO's negotiating team for the wage calculator.

5-1.11

DIRECTOR STONE ARRIVED

Ms. Morr said UTU was appreciative of the District's movement on the medical and retirement so far, but UTU wants parity. Ms. Morr said that wages are still being negotiated and urged the Board to find the funding for reasonable and significant wage increases for the bus operators who have not had a fair raise in three years.

Steve Prince, UTU, stated that he is approaching twenty-nine years of employment at METRO, which he is thankful for, and he wants the longevity bonus that SEIU has and a significant wage increase. Mr. Prince stated that UTU is almost always the "sacrificial lamb" that always gives up and then a year later, SEIU gets a decent raise and now it is UTU's turn to get the wages it deserves.

Eduardo Montesino, UTU, stated that UTU wants to be treated fairly and he used the color of the paper towels at Administration, white, and at Operations, brown, as an example of the disparity that Fixed Route operators feel they always get.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 10:15 a.m. and reconvened to Open Session at 11:20 a.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

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

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 11:21 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-1.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 27, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 27, 2008 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

Chair Beautz called the meeting to order at 9:05 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Wally Brondstatter, Acting Paratransit Superintendent
Frank Cheng, MB Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

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

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

Bev Edwards, Bus Operator
Bill DeVivo, Bus Operator
Ed Kozlowski, Harris & Associates
Cesar Lara, MBCLC

William Little, Harris & Associates
Bonnie Morr, UTU
Tegan Speiser, SCCRTC
Amy Weiss, Spanish Interpreter

VICE CHAIR BUSTICHI ARRIVED

5-1.13

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- | | | | |
|----|-------------------------------------|-----|-----------------------------------|
| a. | Robert R. Smith | Re: | ParaCruz Service |
| b. | E/D TAC | Re: | METRO's Short Range Transit Plan |
| c. | Special Parents Information Network | Re: | Disability Service Provider Award |

Oral:

Director Spence said she liked the new METRO Advisory Committee (MAC) brochures and also commended the Operations Department for their efforts in the response to the Trabing fire.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2008
- 5-3. CONSIDERATION OF TORT CLAIMS: NONE
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 18, 2008 AND MINUTES OF APRIL 16, 2008
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2008
- 5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-7. DELETED
- 5-8. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FOR APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2008 MEETING(S)
- 5-9. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 09
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE INSURANCE
- 5-11. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR FEBRUARY 2008
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES FOR INSURANCE BROKER SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE WITH CSAC

5-1.14

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve the Consent Agenda

Motion passed unanimously with all Directors present.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

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

THIRTY YEARS

Lucere Whitney, Bus Operator

7. CONSIDERATION OF RESOLUTION APPROVING REVISED FY 09 & FY 10 FINAL BUDGET

Summary:

Angela Aitken went over the changes to the FY09-FY10 METRO budget since May and reported that funds had now been added for the ParaCruz dialysis trips as well as funding for the three additional Fixed Route Bus Operator positions.

Ms. Aitken outlined the major Operating Revenue and Expense assumptions and proposed balancing actions

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Adopt Resolution approving the Final Budget for FY 09 and FY 10 as presented by Staff in Attachment B; Authorize staffing levels as listed in Attachment C; Authorize Capital Budget in FY 09 as described in Attachment D; Authorize Board Member Travel in FY 09 as described in Attachment E; Approve the Employee Incentive Program as presented in Attachment F; Authorize Schedule of Reserve Balances as described in Attachment G; and Authorize the Special Shuttle billing rate for FY 09 at \$83.00 per hour as listed in Attachment H

Discussion:

Les White and the Board commended Angela Aitken and the Finance Department staff for their hard work in developing this two-year budget with no service cuts.

Motion passed unanimously with all Directors present.

5-1.15

8. CONSIDERATION OF METRO'S STAFF RESPONSE TO FINAL REPORT OF ADA/504 REVIEW OF METRO'S PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES

Summary:

Les White reported that Pat Piras Consulting was contracted to conduct an evaluation of the accessibility of METRO facilities, programs, activities and services. Mr. White said that the final report included recommended modifications to enhance accessibility which was presented to the Board in February of 2008. Attachment "C" of this report outlines how METRO staff has either already responded or intends to respond to each recommendation.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Adopt METRO's responses to the recommendations made in the Pat Piras Consulting report and the proposed transition plan for implementation of the recommended actions

Motion passed unanimously with all Directors present.

9. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF WALLY BRONDSTATTER AS ACTING PARATRANSIT ADMINISTRATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Beautz presented Wally Brondstatter with a plaque and thanked Mr. Brondstatter for his years of service. Mr. Brondstatter accepted the plaque and thanked METRO for his years of employment, praised the ParaCruz Department personnel and also urged the Board to bring the wages of the ParaCruz Department up to the level of METRO's other departments.

In recognition of both retirees on today's Agenda, Chair Beautz invited all attendees to participate in the refreshments and took a brief Recess at 9:36 a.m. and reconvened to Open Session at 9:46 a.m.

DIRECTOR SKILLICORN LEFT THE MEETING

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR HINKLE

Adopt Resolution of Appreciation for the services of Wally Brondstatter as Acting Paratransit Administrator for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with Director Skillicorn being absent.

10. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ALBERTO C. BARRAGAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Beautz read the Resolution of Appreciation for Alberto C. Barragan and Bonnie Morr accepted the plaque in his absence.

5-1.16

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Adopt Resolution of Appreciation for the services of Alberto C. Barragan as Bus Operator for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with Director Skillicorn being absent.

11. CONSIDERATION OF AN INCREASE IN RATES FOR ADVERTISING ON METRO BUSES

Summary:

Mark Dorfman said that there had not been an increase in advertising rates since July 2006, and Monterey Salinas Transit (MST) recently increased their ad rates to bring them more in line with other transit agencies. Staff recommends that METRO increase the rates of the King ads to match the MST rates, and to increase the Tail and Queen ads by 5% with the new rates effective July 31, 2008.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BUSTICHI

Approve the Bus Advertising Rates as presented in Attachment "B"

Motion passed unanimously with Director Skillicorn being absent.

12. CONSIDERATION OF APPROVING OFFER FROM NEW FLYER OF AMERICA FOR LIQUIDATED DAMAGES DUE TO A DELAY IN DELIVERY IN THE CONTRACT WITH NEW FLYER OF AMERICA FOR THE PURCHASE OF FIVE 40 FOOT COMPRESSED NATURAL GAS BUSES FOR HIGHWAY 17 AND EIGHT 40 FOOT COMPRESSED NATURAL GAS BUSES FOR LOCAL ROUTE SERVICE

Summary:

Mark Dorfman reported that New Flyer was unable to deliver to METRO the 13 new 40-foot CNG buses by the contractual delivery date of May 1, 2008. New Flyer is requesting a time extension with the new estimated delivery dates of October 3rd for the 8 local route buses and October 24th for the 5 Highway 17 buses.

Based upon the new delivery dates, the liquidated damages due to METRO will total \$171,7000 which is \$100 per day per bus for each day the buses are late. New Flyer will immediately issue a parts credit to METRO in this amount upon acceptance of the revised delivery dates. This credit will be helpful in saving money in this year's budget.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Approve the offer from New Flyer of America for liquidated damages due to delay in the delivery of buses

5-1.17

Motion passed unanimously with Director Skillicorn being absent.

13. CONSIDERATION OF AUTHORIZATION TO TRANSFER SLOW-FILL CNG EQUIPMENT TO THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

Summary:

Mark Dorfman reported that METRO's slow fill CNG station was funded by grants from the Monterey Bay Unified Air Pollution Control District (Air District) and the California Energy Commission. In February 2008, METRO retired this fueling facility when the new LNG/CNG facility became operational.

A grant condition required that the asset be transferred to another public entity in the Air District when it was no longer needed. Both the Air District and the California Energy Commission approved the transfer of the equipment to the Monterey Peninsula Unified School District.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Approve the transfer of the slow-fill CNG equipment to the Monterey Peninsula Unified School District

Motion passed unanimously with Director Skillicorn being absent.

14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$602,640 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL & ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO OPERATIONS BUILDING RE-PACKAGE, RE-BID & CONSTRUCTION SERVICES FOR THE METROBASE PROJECT

Summary:

Frank Cheng reported that this change order is for the re-package, re-bid, and construction services for the Operation Building. The re-package will take three months, the re-bidding process will take approximately one month, and the construction is estimated to take twenty-two months.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Authorize the General Manager to execute a contract amendment for a change order in the amount of not-to-exceed \$602,640 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to Operations Building Re-Package, Re-Bid & Construction Services for the MetroBase Project

Motion passed unanimously with Director Skillicorn being absent.

5-1.18

15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$1,401,713 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO OPERATIONS BUILDING SERVICES DURING BIDDING AND CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT

Summary:

Frank Cheng reported that this change order is for the Construction Management Services for the Operation Building. The construction period is estimated to take twenty-two months.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Authorize the General Manager to execute a contract amendment for a change order in the amount of not-to-exceed \$1,401,713 from Harris & Associates to provide additional funds to the Construction Management Contract to accommodate costs relating to Operations Building Services during bidding and construction, and specialty inspection services for the MetroBase Project

Motion passed unanimously with Director Skillicorn being absent.

16. CONSIDERATION OF CHANGES REQUIRED AS A RESULT OF THE ISSUANCE OF THE FEDERAL TRANSIT ADMINISTRATION CHARTER SERVICE RULE

Summary:

Mark Dorfman reported that the Federal Transit Administration (FTA) issued a new regulation on Charter Service that went into effect on May 1, 2008. Many of the special shuttles that METRO has provided in the past would now be considered as charter service because they are considered irregular or an event of limited duration with a third party subsidizing or paying for the service. The only way these services could continue to operate is if METRO paid the full cost of operating them, which is contrary to District policy.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

METRO will not operate any service that can now be classified as Charter Service under the definitions contained in the Federal Transit Administration Charter Service Rule. Authorize staff to inform agencies for whom it will no longer be able to provide this service

Motion passed unanimously with Director Skillicorn being absent.

5-1.19

17. **ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR JULY 25, 2008 – SCOTTS VALLEY CITY COUNCIL CHAMBERS, ONE CIVIC CENTER DRIVE, SCOTTS VALLEY**

Chair Beautz announce that the July 25, 2008 Board Meeting would be held at the Scotts Valley City Council Chambers, One Civic Center Drive, Scotts Valley, CA

18. **REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION:**

Les White reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route and recommended that Item #2 be continued to July 11th in order to focus all attention on Item #1.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Continue Closed Session Item #2 to July 11, 2008

Motion passed unanimously with Director Skillicorn being absent.

19. **ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION**

Bonnie Morr distributed a document which is attached to the file copy of these minutes. Ms. Morr said the document calculates the minimal cost differences between the District's and UTU's most recent proposals. Ms. Morr said that UTU is opposed to the District proposal of increasing the 1st and 2nd salary steps by 15%.

Ms. Morr requested that the Board schedule a Special Meeting on either June 30th or July 1st and thanked the Board for the parity on medical insurance and retirement and said that the biggest negotiation issue now is wages. She reported that she had been working with Les White on clarifying other non-monetary issues.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 10:45 a.m. and reconvened to Open Session at 11:36 a.m.

SECTION III: RECONVENE TO OPEN SESSION

20. **REPORT OF CLOSED SESSION**

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

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 11:36 a.m.

5-1.20

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 29, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Sunday, June 29, 2008 the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

Chair Beautz called the meeting to order at 6:02 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzler

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
Les White, General Manager

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

Shanna McChord, *Sentinel*
Bonnie Morr, UTU

Eduardo Montesino, UTU
Steve Prince, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Les White reported the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

5-1.22

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 6:03 p.m. and reconvened to Open Session at 6:25 p.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

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

5. CONSIDERATION OF FORMAL RATIFICATION OF LABOR AGREEMENT WITH THE UNITED TRANSPORTATION UNION, LOCAL 23, FIXED ROUTE FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2011

Summary:

Robyn Slater reported that staff recommends that the Board of Directors approve UTU's last June 27, 2008 packaged proposal for a three-year agreement between the United Transportation Union, Local 23 covering Fixed Route Operators and the Santa Cruz Metropolitan Transit District if the June 27, 2008 packaged proposal is ratified by UTU membership by 6:00 p.m. on July 1, 2008. Staff further recommends that Articles not included in the packaged proposal with language changes that METRO and UTU have reach tentative agreement on prior to June 27, 2008 be included in the new three-year Labor Agreement with all other Articles reverting to current contract language.

Ms. Slater explained that UTU will inform their members on Monday and voting will take place on Tuesday between 6:00 a.m. and 6:00 p.m.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN

Approve UTU's last June 27, 2008 packaged proposal for a three-year agreement between the United Transportation Union, Local 23 covering Fixed Route Operators and the Santa Cruz Metropolitan Transit District if the June 27, 2008 packaged proposal is ratified by UTU membership by 6:00 p.m. On July 1, 2008. Articles not included in the packaged proposal with language changes that METRO and UTU have reach tentative agreement on prior to June 27, 2008 be included in the new three-year labor agreement with all other articles reverting to current contract language

Motion passed unanimously with Directors Nicol and Skillicorn being absent.

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 6:29 p.m.

5-1.23

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.24

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29866	08/01/08	105.44	854	AMERICAN SEATING COMPANY		21285	REV VEH PARTS	105.44	
29867	08/01/08	25.05	E438	AVILES, PATRICIA		21381	7/18 EMP TRAVEL	25.05	
29868	08/01/08	131.21	002689	B & B SMALL ENGINE		20971	REPAIRS/MAINTENANCE	131.21	
29869	08/01/08	100.00	B003	BEAUTZ, JAN	7	21372	JULY BOARD MTGS	100.00	
29870	08/01/08	225.00	478	BEE CLENE	0	21192	CARPET/PACIFIC	225.00	
29871	08/01/08	385.00	011	BEWLEYS CLEANING	7	21135	JANITORIALSVCS/WTC	385.00	
29872	08/01/08	200.00	E219	BOOTON, MICHAEL		21463	8/11-8/15 EMP TRAIN.	200.00	
29873	08/01/08	328.55	002189	BUS & EQUIPMENT		21205	REV VEH PARTS	328.55	
29874	08/01/08	100.00	B018	BUSTICHI, DENE	7	21373	JULY BOARD MTGS	100.00	
29875	08/01/08	20.00	014	CABRILLO COLLEGE		21356	FINGERPRINTING	20.00	
29876	08/01/08	113.27	739	CENTURY CHEVROLET		21118	REV VEH PARTS	113.27	
29877	08/01/08	1,211.10	001346	CITY OF SANTA CRUZ		21150	PARKING DEF FEES	637.50	
						21151	PARKING DEF FEES	573.60	
29878	08/01/08	50.70	667	CITY OF SCOTTS VALLEY		21382	5/15-7/15 KINGS VLG	50.70	
29879	08/01/08	2,055.65	130	CITY OF WATSONVILLE UTILITIES		21342	CONTAINER/RODRIGUEZ	1,403.08	
						21343	5/2-7/2 RODRIGUEZ	91.96	
						21344	5/2-7/2 RODRIGUEZ	494.97	
						21345	5/2-7/2 RODRIGUEZ	65.64	
29880	08/01/08	100.00	B014	CITY OF WATSONVILLE		21380	JULY BOARD MTGS	100.00	
29881	08/01/08	4,600.94	909	CLASSIC GRAPHICS		21348	OUT RPR REV VEH	4,600.94	
29882	08/01/08	28,635.41	001124	CLEAN ENERGY		21249	LNG/FLT	28,635.41	
29883	08/01/08	85.38	075	COAST PAPER & SUPPLY INC.		21031	CLEANING SUPPLIES	49.09	
						21032	CLEANING SUPPLIES	36.29	
29884	08/01/08	270.15	002063	COSTCO		21257	OFFICE SUPPLY/OPS	83.84	
						21261	PHOTO SUPPLY/OPS	2.86	
						21262	PHOTO SUPPLY/OPS	2.99	
						21263	PHOTO SUPPLY/OPS	14.96	
						21264	PHOTO PROCESS/OPS	5.61	
						21265	PHOTO PROCESS/OPS	5.71	
						21266	LOCAL MEETING EXP	54.18	
						21302	ANNUAL RENEWAL	100.00	
29885	08/01/08	515.97	504	CUMMINS WEST, INC.		21250	REV VEH PARTS	515.97	
29886	08/01/08	238.75	798	D&D COMPRESSOR, INC		21346	SERVICE CALL/GOLF	238.75	
29887	08/01/08	1,355.33	001000	DAIMLER BUSES N. AMERICA INC.		21251	REV VEH PARTS	1,355.33	
29888	08/01/08	5,763.42	085	DIXON & SON TIRE, INC.		21218	TIRES & TUBES	676.42	
						21400	TIRES & TUBES	422.10	
						21401	TIRES & TUBES	1,691.57	
						21402	TIRES & TUBES	33.00	
						21403	TIRES & TUBES	2,530.27	
						21404	TIRES & TUBES	92.35	
						21405	TIRES & TUBES	317.71	
29889	08/01/08	180.85	282	GRAINGER		21307	CLEANING SUPPLIES	180.85	
29890	08/01/08	100.00	B021	HAGEN, DONALD N.	7	21374	JULY BOARD MTGS	100.00	
29891	08/01/08	73,698.45	001035	HARRIS & ASSOCIATES		21457	PROF SVCS THRU 6/30	73,698.45	
29892	08/01/08	50.00	B006	HINKLE, MICHELLE	7	21375	JULY BOARD MTGS	50.00	
29893	08/01/08	132.00	T159	HINN, CHARLOTTE		21459	44 UNUSED PT COUPONS	132.00	
29894	08/01/08	307.45	166	HOSE SHOP, THE		21332	REV VEH PARTS	43.83	
						21333	PARTS & SUPPLIES	259.87	
						21334	PARTS & SUPPLIES	3.75	
29895	08/01/08	232.96	215	IKON OFFICE SOLUTIONS		21458	6/19-7/18 MAINT/ADM	232.96	

5-2.1

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29896	08/01/08	2.81	1117	KELLEY'S SERVICE INC.		21148	REV VEH PARTS	2.81	
29897	08/01/08	4.99	074	KENVILLE LOCKSMITHS	7	20972	REPAIRS/MAINTENANCE	4.99	
29898	08/01/08	1,489.07	039	KINKO'S INC.		21354	PRINTING/MTC	326.37	
						21355	PRINTING/MTC	1,162.70	
29899	08/01/08	220.00	002240	KLEEN-RITE	7	21308	WASH RACK RPR	220.00	
29900	08/01/08	893.56	852	LAW OFFICES OF MARIE F. SANG	7	21142	WORKERS COMP CLAIM	255.00	
						21143	WORKERS COMP CLAIM	638.56	
29901	08/01/08	375.37	107A	LUMBERMENS		21153	REPAIRS/MAINTENANCE	50.54	
						21223	CLEANING SUPPLIES	56.73	
						21224	CLEANING SUPPLY/PART	324.83	
						21225	CREDIT MEMO	-56.73	
29902	08/01/08	463.52	001358	MARINA MOTOR COMPANY		21117	OUT RPR # 307	463.52	
29903	08/01/08	668.41	041	MISSION UNIFORM		21046	UNIF/LAUNDRY/FLT	307.50	
						21047	UNIF/LAUNDRY/FLT	127.26	
						21048	UNIF/LAUNDRY/FLT	50.60	
						21049	UNIF/LAUNDRY/FLT	43.26	
						21050	UNIF/LAUNDRY/FAC	67.89	
						21385	UNIF/LAUNDRY/FAC	71.90	
29904	08/01/08	3.91	001711	MOHAWK MFG. & SUPPLY CO.		21353	REV VEH PARTS	3.91	
29905	08/01/08	1,675.50	001063	NEW FLYER INDUSTRIES LIMITED		21281	REV VEH PARTS	108.50	
						21311	REV VEH PARTS	293.70	
						21312	REV VEH PARTS	628.16	
						21313	REV VEH PARTS	397.26	
						21384	REV VEH PARTS	247.88	
29906	08/01/08	2,183.71	001627	NEW PIG CORPORATION		21448	REPAIRS/MAINTENANCE	2,183.71	
29907	08/01/08	50.00	B020	NICOL, KIRBY	7	21376	JULY BOARD MTGS	50.00	
29908	08/01/08	3,187.52	004	NORTH BAY FORD LINC-MERCURY		21203	OUT RPR # 2402	2,919.98	
						21253	REV VEH PARTS	267.54	
29909	08/01/08	6,000.00	002863	OFFICESTAR		21454	40 TRAINING VOUCHERS	6,000.00	
29910	08/01/08	1,003.42	009	PACIFIC GAS & ELECTRIC		21425	6/11-7/11 RESEARCH	1,003.42	
29911	08/01/08	586.96	872	PACIFIC MATERIAL HANDLING SOL.		21391	OUT RPR EQUIP	586.96	
29912	08/01/08	950.75	043	PALACE ART & OFFICE SUPPLY		21021	OFFICE SUPPLIES/FLT	8.67	
						21022	CREDIT MEMO	-8.67	
						21267	OFFICE SUPPLY/ADM	455.57	
						21303	OFFICE SUPPLY/ADM	148.20	
						21408	OFFICE SUPPLY/IT	390.10	
						21409	CREDIT MEMO	-43.12	
29913	08/01/08	150.00	481	PIED PIPER EXTERMINATORS, INC.		21275	JULY PEST CONTROL	48.50	
						21276	JULY PEST CONTROL	53.00	
						21277	JULY PEST CONTROL	48.50	
29914	08/01/08	44.00	E461	PRINCE, DEBRA		21371	DMV FEES	44.00	
29915	08/01/08	596.75	882	PRINT SHOP SANTA CRUZ	7	21322	BUS YIELD GRAPHICS	596.75	
29916	08/01/08	50.00	B011	REILLY, EMILY	7	21377	JULY BOARD MTGS	50.00	
29917	08/01/08	466.47	001205	RIVERSIDE MARRIOTT		21461	8/11-8/15 EMP TRAVEL	466.47	
29918	08/01/08	60.00	001207	RIVERSIDE TRANSIT AGENCY		21462	8/11-8/15 M. BOOTON	60.00	
29919	08/01/08	100.00	B015	ROTKIN, MIKE	7	21378	JULY BOARD MTGS	100.00	
29920	08/01/08	34,217.70	966	S.C. FUELS	0	21131	DIESEL/FLT	34,217.70	
29921	08/01/08	561.90	002713	SANTA CRUZ AUTO TECH, INC.		21206	OIL CHANGE	50.15	
						21207	OIL CHANGE	50.15	
						21208	OIL CHANGE	50.15	

5-2.2

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						21209	OIL CHANGE	50.15	
						21210	OIL CHANGE	56.60	
						21211	OIL CHANGE	56.60	
						21212	OIL CHANGE	50.15	
						21213	OIL CHANGE	50.15	
						21214	OIL CHANGE	50.15	
						21215	OIL CHANGE	50.15	
						21216	OUT RPR # 308	47.50	
29922	08/01/08	721.79	135	SANTA CRUZ AUTO PARTS, INC.		21119	SMALL TOOLS	372.89	
						21120	REV VEH PARTS	23.16	
						21121	REV VEH PARTS	53.40	
						21122	SMALL TOOLS	272.34	
29923	08/01/08	9,151.18	079	SANTA CRUZ MUNICIPAL UTILITIES		21435	6/21-7/18 111 DUBOIS	366.83	
						21436	6/21-7/18 ENCINAL	149.25	
						21437	6/21-7/18 ENCINAL	817.64	
						21438	6/24-7/21 PACIFIC	98.48	
						21439	6/24-7/21 PACIFIC	2,535.92	
						21440	6/21-7/18 GOLF CLUB	91.19	
						21441	6/21-7/18 1217 RIVER	326.78	
						21442	6/21-7/18 DUBOIS	149.25	
						21443	6/21-7/18 1200 RIVER	624.28	
						21444	6/21-7/18 1200 RIVER	2,546.94	
						21445	6/21-7/18 VERNON	389.08	
						21446	6/21-7/18 VERNON	108.46	
						21447	6/21-7/18 GOLF CLUB	947.08	
29924	08/01/08	100.00	B012	SPENCE, PAT	7	21379	JULY BOARD MTGS	100.00	
29925	08/01/08	364.00	291	STANLEY ACCESS TECHNOLOGIES		21309	DOOR REPAIR	364.00	
29926	08/01/08	240.80	104	STATE STEEL COMPANY	0	21183	PARTS & SUPPLIES	240.80	
29927	08/01/08	69,458.40	970	THE MECHANICS BANK		21456	JUNE RETAINAGE/MB	69,458.40	
29928	08/01/08	194.26	170	TOWNSEND'S AUTO PARTS		21242	CLEANING/REV PARTS	194.26	
29929	08/01/08	75.00	001190	TRANSIT TALENT.COM LLC		21056	MAINT MGR AD	75.00	
29930	08/01/08	94.83	007	UNITED PARCEL SERVICE		21325	FRT OUT/FLT	94.83	
29931	08/01/08	100.82	434B	VERIZON CALIFORNIA		21340	2 PC CARDS/ADM	100.82	
29932	08/01/08	625,125.60	002887	WEST BAY BUILDERS, INC.		21455	CONST SVC MB TO 6/30	625,125.60	
29933	08/01/08	1,699.55	001506	WESTERN STATES OIL CO., INC.		21182	FUEL LUBE/FLT	1,699.55	
29934	08/01/08	122.67	E495	WHITE, LES		21413	6/23-6/26 EMP TRAVEL	71.92	
						21414	7/17-7/18 EMP TRAVEL	50.75	
29935	08/01/08	708.00	915	WORKIN.COM, INC.		21460	7/17 3 JOB POSTS	708.00	
29936	08/01/08	419.33	148	ZEP MANUFACTURING COMPANY		21185	CLEANING SUPPLIES	419.33	
29937	08/05/08	85.00	E309	LEGARD, GEOFFREY		21527	MEDICAL EXPENSE	85.00	MANUAL
29938	08/08/08	2,477.76	002509	ACCOUNTTEMPS		21529	TEMP/OPS W/E 7/18	2,477.76	
29939	08/08/08	1,235.80	001188	AFV FLEET SERVICE		21189	REV VEH PARTS	747.96	
						21193	REV VEH PARTS	487.84	
29940	08/08/08	235.09	002861	AMERICAN MESSAGING SVCS, LLC		21569	AUG PAGERS	235.09	
29941	08/08/08	1,803.26	T161	ANDRES, RYAN		21619	TENANT DEPOSIT/RIVER	1,803.26	
29942	08/08/08	219.59	294	ANDY'S AUTO SUPPLY	0	21220	REV VEH PARTS	129.06	
						21314	REV VEH PARTS	90.53	
29943	08/08/08	18,370.92	941	ASSURANT EMPLOYEE BENEFITS		21520	AUG LTD INS	18,370.92	
29944	08/08/08	136.87	001A	AT&T		21489	JULY PHONES/RIVER	136.87	

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29945	08/08/08	4,157.81	001B	AT&T/MCI		21488	CIRCUIT/RESEARCH PRK	250.56	
						21550	JUNE PHONES/PT	490.72	
						21551	JUNE PHONES/PT	49.86	
						21564	JULY PHONES	1,467.00	
						21566	JULY PHONES	1,899.67	
29946	08/08/08	10.00	E214	ATWELL, DONALD		21616	DMV FEES	10.00	
29947	08/08/08	54.20	002689	B & B SMALL ENGINE		21246	OUT RPR EQUIPMENT	54.20	
29948	08/08/08	1,255.50	351	BEI CORPORATION		21410	MAINTENANCE/SUPPORT	1,255.50	
29949	08/08/08	45.99	172	CENTRAL WELDER'S SUPPLY, INC.		21310	PARTS & SUPPLIES	45.99	
29950	08/08/08	635.49	739	CENTURY CHEVROLET		21284	REV VEH PARTS	635.49	
29951	08/08/08	14,118.70	001124	CLEAN ENERGY		21494	LNG/FLT	14,118.70	
29952	08/08/08	1,655.94	075	COAST PAPER & SUPPLY INC.		21190	CLEANING SUPPLIES	58.58	
						21191	CLEANING SUPPLIES	5.10	
						21338	CLEANING SUPPLIES	1,489.16	
						21583	CLEANING SUPPLIES	103.10	
29953	08/08/08	466.33	002870	COLE SUPPLY COMPANY, INC.		19369	CREDIT MEMO	-348.50	
						19370	CLEANING SUPPLIES	325.93	
						21341	CLEANING SUPPLIES	488.90	
29954	08/08/08	33,550.82	002569	COMERICA BANK		21495	WORK COMP FUND	33,550.82	
29955	08/08/08	118.48	002389	DARCO PRINTING	7	21532	OFFICE SUPPLIES/OPS	118.48	
29956	08/08/08	39,646.25	800	DELTA DENTAL PLAN		21524	AUG DENTAL	39,646.25	
29957	08/08/08	4,264.61	001316	DEVCO OIL		21578	7/16-7/31 FUEL/FLT	4,264.61	
29958	08/08/08	2,640.35	480	DIESEL MARINE ELECTRIC, INC.		21239	REV VEH PARTS	2,640.35	
29959	08/08/08	200.00	002624	DIGITAL RECORDERS		21247	REV VEH PARTS	250.00	
						21248	CREDIT NOTE	-250.00	
						21387	OUT RPR REV VEH	100.00	
						21388	OUT RPR REV VEH	100.00	
29960	08/08/08	5,350.21	085	DIXON & SON TIRE, INC.		21398	TIRES & TUBES	703.05	
						21399	TIRES & TUBES	1,393.50	
						21406	TIRES & TUBES	705.91	
						21407	CREDIT NOTE	-705.91	
						21418	TIRES & TUBES	1,025.38	
						21419	TIRES & TUBES	205.53	
						21421	TIRES & TUBES	697.88	
						21497	OUT RPR EQUIP	127.00	
						21498	TIRES & TUBES	232.25	
						21499	TIRES & TUBES	659.02	
						21500	TIRES & TUBES	306.60	
29961	08/08/08	105.00	916	DOCTORS ON DUTY		21515	DRUG TEST	30.00	
						21516	DRUG TEST	35.00	
						21517	DRUG TEST	5.00	
						21518	DRUG TEST	30.00	
						21519	DRUG TEST	5.00	
29962	08/08/08	562.00	001492	EVERGREEN OIL INC.		21433	HAZ WASTE DISP	482.00	
						21434	HAZ WASTE DISP	80.00	
29963	08/08/08	42.07	372	FEDERAL EXPRESS		21620	SHIPPING/FLT	42.07	
29964	08/08/08	1,265.27	001172	FERGUSON ENTERPRISES INC.		21282	REPAIRS/MAINTENANCE	440.78	
						21565	REPAIRS/MAINTENANCE	824.49	
						21574	CREDIT NOTE	-6.22	
						21575	REPAIR/MAINTENANCE	6.22	

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29965	08/08/08	10.00	E293	GARCIA, DANIEL		21617	DMV FEES	10.00	
29966	08/08/08	50.00	711	GLASS DOCTOR	7	21317	OUT RPR # 305	50.00	
29967	08/08/08	455.52	001097	GREENWASTE RECOVERY, INC.		21595	JULY GARB -MT HERMON	70.45	
						21596	JULY GARB -KINGS VLG	174.55	
						21597	JULY GARB-RESEARCH	210.52	
29968	08/08/08	127.58	166	HOSE SHOP, THE		21331	REPAIRS/MAINTENANCE	127.58	
29969	08/08/08	781.20	001209	IKON FINANCIAL SERVICES		21531	7/1-9/30 LEASE/OPS	781.20	
29970	08/08/08	1,920.00	878	KELLY SERVICES, INC.		21543	TEMP/OPS W/E 7/13	960.00	
						21544	TEMP/OPS W/E 7/20	960.00	
29971	08/08/08	240.00	852	LAW OFFICES OF MARIE F. SANG	7	21357	WORKERS COMP CLAIM	240.00	
29972	08/08/08	282.92	107A	LUMBERMENS		21179	REPAIRS/MAINTENANCE	54.53	
						21180	REPAIRS/MAINTENANCE	58.37	
						21221	REPAIRS/MAINTENANCE	60.53	
						21222	REPAIRS/MAINTENANCE	57.58	
						21513	REPAIRS/MAINTENANCE	44.33	
						21514	REPAIRS/MAINTENANCE	7.58	
29973	08/08/08	834.60	001145	MANAGED HEALTH NETWORK		21525	AUG EAP PREMIUM	834.60	
29974	08/08/08	47.19	013	MCI SERVICE PARTS, INC.		21352	REV VEH PARTS	47.19	
29975	08/08/08	420.60	764	MERCURY METALS		21416	SKID PLATE REPAIR	215.53	
						21417	SKID PLATE REPAIR	205.07	
29976	08/08/08	631.64	041	MISSION UNIFORM		21188	UNIF/LAUNDRY/FAC	69.60	
						21195	UNIF/LAUNDRY/FLT	43.26	
						21196	UNIF/LAUNDRY/FLT	50.60	
						21197	UNIF/LAUNDRY/FLT	127.26	
						21198	UNIF/LAUNDRY/FLT	307.50	
						21318	UNIF/LAUNDRY/PT	33.42	
29977	08/08/08	5,280.27	001063	NEW FLYER INDUSTRIES LIMITED		21449	REV VEH PARTS	95.95	
						21450	REV VEH PARTS	2,021.52	
						21451	REV VEH PARTS	586.24	
						21452	OTH MOB SUPPLIES	41.52	
						21453	REV VEH PARTS	2.40	
						21479	REV VEH PARTS	2,375.96	
						21606	REV VEH PARTS	156.68	
29978	08/08/08	2,670.39	004	NORTH BAY FORD LINC-MERCURY		21204	OUT RPR #2603	2,166.03	
						21240	REV VEH PARTS	771.90	
						21252	CREDIT NOTE	-267.54	
29979	08/08/08	488.31	001176	NORTHSTAR, INC.		21306	OUT RPR BLDG & IMP	488.31	
29980	08/08/08	7,872.19	009	PACIFIC GAS & ELECTRIC		21508	6/26-7/25 115 DUBOIS	14.24	
						21509	6/26-7/26 ENCINAL	2,918.43	
						21510	6/26-7/26 115 DUBOIS	17.29	
						21511	6/26-7/25 115 DUBOIS	196.29	
						21588	6/27-7/25 VERNON	1,779.41	
						21589	6/26-7/26 111 DUBOIS	3,071.46	
						21590	6/27-7/25 1217 RIVER	147.07	
						21591	5/29-7/29 1122 RIVER	-272.00	
29981	08/08/08	268.95	043	PALACE ART & OFFICE SUPPLY		21269	OFFICE SUPPLY/HRD	231.70	
						21347	OFFICE SUPPLIES/FLT	37.25	
29982	08/08/08	2,823.57	R529	PETER WU & ELIZABETH BUTLER		21496	SETTLEMENT/RISK	2,823.57	
29983	08/08/08	719.00	481	PIED PIPER EXTERMINATORS, INC.		21278	JULY PEST CONTROL	183.00	
						21279	JULY PEST CONTROL	241.00	

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						21280	JULY PEST CONTROL	70.00	
						21466	JULY PEST CONTROL	225.00	
29984	08/08/08	230.00	001202	PROGRESSIVE BUSINESS		21270	PAYROLL/SUBSCRIPTION	230.00	
29985	08/08/08	123.12	061A	REGISTER PAJARONIAN		21245	CLASS ADV/PURCHASING	123.12	
29986	08/08/08	1,919.03	002713	SANTA CRUZ AUTO TECH, INC.		21217	OUT RPR # 313	779.03	
						21368	OUT RPR # 504	1,140.00	
29987	08/08/08	1,245.50	135	SANTA CRUZ AUTO PARTS, INC.		21199	REV VEH PARTS	48.58	
						21243	PARTS & SUPPLIES	92.21	
						21286	REV VEH PARTS	585.90	
						21287	PARTS & SUPPLIES	31.95	
						21319	REV VEH PARTS	25.01	
						21323	REV VEH PARTS	96.06	
						21324	SMALL TOOL	325.70	
						21350	REV VEH PARTS	40.09	
29988	08/08/08	6.48	848	SANTA CRUZ ELECTRONICS, INC.		21254	PARTS & SUPPLIES	6.48	
29989	08/08/08	426.48	079	SANTA CRUZ MUNICIPAL UTILITIES		21549	5/29-7/25 RESEARCH	426.48	
29990	08/08/08	72.25	002447	SETON IDENTIFICATION PRODUCTS		21337	OFFICE SUPPLIES	72.25	
29991	08/08/08	116.85	104	STATE STEEL COMPANY	0	21351	REV VEH PARTS	116.85	
29992	08/08/08	1,866.89	002805	TELEPATH CORPORATION		21316	RADIO INSTALLATION	1,139.99	
						21321	REV VEH PARTS	534.40	
						21335	RADIO REPAIR # 807	192.50	
29993	08/08/08	75.00	001165	THANH N. VU MD	7	21530	MEDICAL EXAM	75.00	
29994	08/08/08	876.64	002504	TIFCO INDUSTRIES		21395	PARTS & SUPPLIES	560.45	
						21561	PARTS & SUPPLIES	49.80	
						21562	CREDIT NOTE	-87.89	
						21563	PARTS & SUPPLIES	404.08	
						21573	CREDIT NOTE	-49.80	
29995	08/08/08	134.43	170	TOWNSEND'S AUTO PARTS		21241	REV VEH PARTS	134.43	
29996	08/08/08	1,223.93	002132	TRANSPORTATION AGENCY		21580	VIDEOCONFERENCING	1,223.93	
29997	08/08/08	28.96	007	UNITED PARCEL SERVICE		21568	FRT OUT/FLT	28.96	
29998	08/08/08	53.63	434B	VERIZON CALIFORNIA		21475	MT BIEWLASKI	53.63	
29999	08/08/08	11,494.08	001043	VISION SERVICE PLAN		21526	AUG VISION INS	11,494.08	
30000	08/08/08	55.67	042	WFCB-OSH COMMERCIAL SERVICES		21581	5780-9700-1033-8159	55.67	
30001	08/08/08	961.75	T160	WRIGHT, JOHN		21618	TENANT DEPOSIT/RIVER	961.75	
30002	08/08/08	147.13	147	ZEE MEDICAL SERVICE CO.		21255	SAFETY SUPPLIES	122.12	
						21512	SAFETY SUPPLIES	25.01	
30003	08/15/08	450.04	001263	ABBOTT STREET RADIATOR, INC.		21369	OUT RPR # 9802	450.04	
30004	08/15/08	4,375.60	002509	ACCOUNTEMPS		21752	TEMP/OPS W/E 7/25	2,666.80	
						21753	TEMP/OPS W/E 8/01	1,708.80	
30005	08/15/08	752.77	001188	AFV FLEET SERVICE		21430	REV VEH PARTS	752.77	
30006	08/15/08	938.00	382	AIRTEC SERVICE		21688		938.00	
30007	08/15/08	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		21432	MONTHLY INSP/GOLF	125.00	
30008	08/15/08	75.00	001065	ARROW FIRE PROTECTION		21758	MEDICAL EXAM	75.00	VOIDED
30008	08/21/08	-75.00	001065	ARROW FIRE PROTECTION		21758	MEDICAL EXAM	-75.00	**VOID
30009	08/15/08	83.37	001	AT&T		21658	JULY PHONES/RIVER	83.37	
30010	08/15/08	409.56	001137	AT&T DATACOMM		21621	NETVANTA/IT	409.56	
30011	08/15/08	140.00	002689	B & B SMALL ENGINE		21339	OUT RPR EQUIP	114.69	
						21390	REPAIRS/MAINTENANCE	25.31	
30012	08/15/08	774.00	011	BEWLEYS CLEANING	7	21386	JULY JANITORIAL	774.00	
30013	08/15/08	95.44	088	BRULIN CORPORATION		21582	CLEANING SUPPLIES	95.44	

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30014	08/15/08	443.13	002189	BUS & EQUIPMENT		21426	REV VEH PARTS	443.13	
30015	08/15/08	406.25	002627	CDW GOVERNMENT, INC.		21614	OFFICE SUPPLY/IT	406.25	
30016	08/15/08	162.75	001211	CENTRAL IMAGE VIDEO AND		21677	LOCAL MTG EXP	162.75	
30017	08/15/08	186.01	172	CENTRAL WELDER'S SUPPLY, INC.		21367	PARTS & SUPPLIES	142.56	
						21429	PARTS & SUPPLIES	43.45	
30018	08/15/08	2,328.73	739	CENTURY CHEVROLET		21422	REV VEH PARTS	983.34	
						21546	REV VEH PARTS	1,083.10	
						21547	REV VEH PARTS	262.29	
30019	08/15/08	25.99	001346	CITY OF SANTA CRUZ		21737	JULY LANDFILL	25.99	
30020	08/15/08	1,522.58	002609	CLEANSOURCE		21485	CLEANING SUPPLIES	1,522.58	
30021	08/15/08	59.21	002063	COSTCO		21536	PHOTO PROCESS/OPS	2.74	
						21537	PHOTO PROCESS/OPS	15.73	
						21538	PHOTO PROCESS/OPS	7.57	
						21539	PHOTO PROCESS/OPS	2.20	
						21540	PHOTO PROCESS/OPS	14.15	
						21541	PHOTO PROCESS/OPS	13.96	
						21542	PHOTO PROCESS/OPS	2.86	
30022	08/15/08	4,871.31	504	CUMMINS WEST, INC.		21469	REV VEH PARTS	4,871.31	
30023	08/15/08	2,483.43	001000	DAIMLER BUSES N. AMERICA INC.		21490	REV VEH PARTS	2,483.43	
30024	08/15/08	1,150.00	002624	DIGITAL RECORDERS		21570	REV VEH PARTS	1,150.00	
30025	08/15/08	4,693.29	085	DIXON & SON TIRE, INC.		21501	TIRES & TUBES	326.29	
						21502	TIRES & TUBES	232.25	
						21503	TIRES & TUBES	843.42	
						21504	TIRES & TUBES	845.79	
						21505	TIRES & TUBES	419.67	
						21506	TIRES & TUBES	857.09	
						21548	TIRES & TUBES	492.36	
						21730	TIRES & TUBES	676.42	
30026	08/15/08	1,802.50	158	DLD TRUCK STRAPS, INC.		21571	REV VEH PARTS	1,802.50	
30027	08/15/08	7.50	E323	GALE, TERRY		21761	8/7 PARKING	7.50	
30028	08/15/08	158.48	647	GFI GENFARE		21484	REV VEH PARTS	158.48	
30029	08/15/08	1,291.15	117	GILLIG LLC		21486	REV VEH PARTS	1,291.15	
30030	08/15/08	1,299.77	001029	GOLDEN GATE SYSTEMS	0	21613	OFFICE SUPPLY/IT	1,299.77	
30031	08/15/08	4,251.41	282	GRAINGER		21431	REPAIRS/MAINTENANCE	455.76	
						21482	SAFETY SUPPLIES	552.70	
						21483	SAFETY SUPPLIES	3,242.95	
30032	08/15/08	115.68	166	HOSE SHOP, THE		21665	PARTS & SUPPLIES	115.68	
30033	08/15/08	53.05	R530	HULTGEN, DAN		21747	SETTLEMENT/RISK	53.05	
30034	08/15/08	36.00	001209	IKON FINANCIAL SERVICES		21760	7/1-9/30 LEASE	36.00	
30035	08/15/08	1,728.00	878	KELLY SERVICES, INC.		21754	TEMP/OPS W/E 7/27	768.00	
						21759	TEMP/OPS W/E 8/3	960.00	
30036	08/15/08	12.48	074	KENVILLE LOCKSMITHS	7	21370	REPAIRS/MAINTENANCE	12.48	
30037	08/15/08	122.50	001093	KROLL LABORATORY SPECIALISTS		21654	DRUG TESTS	122.50	
30038	08/15/08	396.60	852	LAW OFFICES OF MARIE F. SANG	7	21615	WORKERS COMP CLAIM	396.60	
30039	08/15/08	30.00	880	LEXISNEXIS		21649	PROF/TECH SVC/RISK	30.00	
30040	08/15/08	269.50	001992	LRP PUBLICATIONS		21680	COMPLIANCE BULLETIN	269.50	
30041	08/15/08	204.55	107A	LUMBERMENS		21336	REPAIRS/MAINTENANCE	47.81	
						21364	REPAIRS/MAINTENANCE	105.84	
						21365	REPAIRS/MAINTENANCE	30.25	
						21396	REPAIRS/MAINTENANCE	11.87	

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						21397	REPAIRS/MAINTENANCE	8.78	
30042	08/15/08	825.85	001358	MARINA MOTOR COMPANY		21420	OUT RPR # 207	825.85	
30043	08/15/08	192.93	001296	MATTHEW BENDER & CO., INC.		21627	CA PUB REL # 19	192.93	
30044	08/15/08	12.00	T163	MC DANIEL, WILLIAM D.		21679	REFUND 4 PT COUPONS	12.00	
30045	08/15/08	1,300.00	764	MERCURY METALS		21735	RAMP REPAIR	1,300.00	
30046	08/15/08	67.75	E465	MILLER, MARY		21678	MEDICAL PREMIUM	67.75	
30047	08/15/08	596.51	041	MISSION UNIFORM		21358	UNIF/LAUNDRY/FLT	127.26	
						21359	UNIF/LAUNDRY/FLT	50.60	
						21360	UNIF/LAUNDRY/FLT	307.50	
						21361	UNIF/LAUNDRY/FLT	43.26	
						21362	UNIF/LAUNDRY/FAC	67.89	
30048	08/15/08	10.63	288	MUNCIE TRANSIT SUPPLY		21670	REV VEH PARTS	10.63	
30049	08/15/08	28,657.14	002891	NCLN20, INC.		21755	JULY SECURITY	28,657.14	
30050	08/15/08	485.05	001063	NEW FLYER INDUSTRIES LIMITED		21383	CREDIT MEMO	-41.52	
						21428	REV VEH PARTS	63.44	
						21480	CREDIT NOTE	-120.40	
						21481	CREDIT NOTE	-1,090.00	
						21604	REV VEH PARTS	11.35	
						21605	REV VEH PARTS	343.20	
						21607	REV VEH PARTS	76.08	
						21608	REV VEH PARTS	120.40	
						21609	REV VEH PARTS	32.50	
						21610	REV VEH PARTS	1,090.00	
30051	08/15/08	2,560.15	002721	NEXTEL COMMUNICATIONS		21729	JULY PHONES	2,560.15	
30052	08/15/08	2,743.97	004	NORTH BAY FORD LINC-MERCURY		21491	OUT RPR # 708	1,574.44	
						21554	OUT RPR # 2405	1,169.53	
30053	08/15/08	4,059.53	009	PACIFIC GAS & ELECTRIC		21656	7/1-7/31 PACIFIC	2,103.14	
						21689	6/27-7/28 1200 RIVER	167.66	
30054	08/15/08	946.16	043	PALACE ART & OFFICE SUPPLY		21748	LINE EXTENSION	1,788.73	
						21411	OFFICE SUPPLIES/IT	592.03	
						21412	OFFICE SUPPLIES/IT	31.66	
						21423	OFFICE SUPPLIES/PT	217.66	
						21424	OFFICE SUPPLIES/PT	81.80	
						21706	OFFICE SUPPLY/ADM	23.01	
30055	08/15/08	45.70	358	POWR-FLITE		21392	PARTS & SUPPLIES	45.70	
30056	08/15/08	6,129.23	882	PRINT SHOP SANTA CRUZ	7	21528	PRINTING/OPS	53.17	
						21533	PRINTING/OPS	808.33	
						21769	GRAPHICS/OPS	5,267.73	
30057	08/15/08	562.90	757	R & R SIGNS	7	21733	REV VEH PARTS	194.85	
						21734	REV VEH PARTS	368.05	
30058	08/15/08	408.00	067	ROTO-ROOTER		21470	SVC/RESEARCH PARK	408.00	
30059	08/15/08	32,497.32	966	S.C. FUELS	0	21389	DIESEL/FLT	32,497.32	
30060	08/15/08	387.57	135	SANTA CRUZ AUTO PARTS, INC.		21326	PARTS & SUPPLIES	36.31	
						21327	PARTS & SUPPLIES	27.13	
						21328	REV VEH PARTS	44.80	
						21349	PARTS & SUPPLIES	29.03	
						21363	REV VEH PARTS	44.80	
						21393	REV VEH PARTS	143.22	
						21394	REV VEH PARTS	20.09	
						21415	REV VEH PARTS	14.65	

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						21477	PARTS & SUPPLIES	27.54	
30061	08/15/08	2,500.00	002267	SHAW & YODER, INC.		21522	JULY LEGISLATIVE SVC	2,500.00	
30062	08/15/08	98.15	001976	SPORTWORKS NORTHWEST, INC.		21427	REV VEH PARTS	98.15	
30063	08/15/08	2,730.20	002805	TELEPATH CORPORATION		21487	AUG MAINT/REPAIRS	2,707.41	
						21579	ANTENNA REPAIR/2602	22.79	
30064	08/15/08	150.00	001165	THANH N. VU MD	7	21756	MEDICAL EXAM	75.00	
						21757	MEDICAL EXAM	75.00	
30065	08/15/08	116.00	002675	THOMSON-WEST BARCLAYS		21315	PUBLIC SAFETY CODE	116.00	
30066	08/15/08	5,355.82	057	U.S. BANK		21765	4246044555645971	45.36	
						21766	4246044555645971	1,430.27	
						21767	4246044555645971	854.25	
						21768	4246044555645971	3,025.94	
30067	08/15/08	68.56	007	UNITED PARCEL SERVICE		21672	FRT OUT/FLT	29.24	
						21673	FRT OUT/FLT	39.32	
30068	08/15/08	10.83	946	UNITED SITE SERVICES		21750	FENCE RENT/DUBOIS	10.83	
30069	08/15/08	36.00	T162	WELLS, JOANNE		21652	12 UNUSED PT COUPONS	36.00	
30070	08/15/08	981.29	001506	WESTERN STATES OIL CO., INC.		21572	FUEL & LUBE	981.29	
30071M08/15/08		85.00	E252	MCHALE, BRIAN		21770	MEDICAL EXAM	85.00	MANUAL
							MEDICAL EXAM		
30072	08/22/08	231.91	002069	A TOOL SHED, INC.		21493	EQUIP RENTAL	231.91	
30073	08/22/08	635.91	020	ADT SECURITY SERVICES INC.		21909	SEPT ALARMS	46.66	
						21910	SEPT ALARMS	64.46	
						21911	SEPT ALARMS	46.66	
						21912	SEPT ALARMS	79.40	
						21913	SEPT ALARMS	61.90	
						21914	SEPT ALARMS	42.71	
						21915	9/1-11/30 ALARMS	294.12	
30074	08/22/08	280.00	001088	ADVANCED MECHANICAL SERVICES	7	21592	BACKFLOW TESTS	280.00	
30075	08/22/08	355.73	382	AIRTEC SERVICE		21898	OUT RPR BLDG & IMP	193.73	
						21958	SVC/920 PACIFIC	162.00	
30076	08/22/08	2,685.00	001128	ALWAYS TOWING & RECOVERY, INC		21472	TOW # 2302	1,215.00	
						21473	TOW # 2308	735.00	
						21668	TOW # 2307	735.00	
30077	08/22/08	33,000.00	497A	AMERICAN PUBLIC TRANSPORTATION		21825	7/08-6/09 MEMBERSHIP	33,000.00	
30078	08/22/08	133.08	294	ANDY'S AUTO SUPPLY	0	21478	PARTS & SUPPLIES	133.08	
30079	08/22/08	481.52	001	AT&T		21816	REPEATERS/RIVER	396.42	
						21956	REPEATER/RIVER	85.10	
30080	08/22/08	504.50	876	ATCHISON, BARISONE, CONDOTTI &	7	21975	LEGAL SVCS/RIVER	95.00	
						21976	LEGAL SVCS/425 FRONT	409.50	
30081	08/22/08	53.29	M033	BAILEY, NEIL	0	21854	MED PYMT SUPP	53.29	
30082	08/22/08	49.88	M077	BRADFORD, THOMAS	0	21855	MED PYMT SUPP	49.88	
30083	08/22/08	19.19	M072	BRIDINGER, CHRIS	0	21884	MED PYMT SUPP	19.19	
30084	08/22/08	38.37	M078	BRIDINGER, DENISE	0	21856	MED PYMT SUPP	38.37	
30085	08/22/08	38.37	M079	BROGDON, ROY		21857	MED PYMT SUPP	38.37	
30086	08/22/08	474.12	224	C & H DISTRIBUTORS, INC.		21780	PARTS & SUPPLIES	474.12	
30087	08/22/08	430,106.45	502	CA PUBLIC EMPLOYEES'		21968	SEPT MEDICAL INS	430,106.45	
30088	08/22/08	53.28	M022	CAPELLA, KATHLEEN	0	21876	MED PYMT SUPP	53.28	
30089	08/22/08	19.19	M080	CARR, DALE	0	21858	MED PYMT SUPP	19.19	
30090	08/22/08	1,991.37	002627	CDW GOVERNMENT, INC.		21611	OFFICE SUPPLY/IT	1,321.20	
						21612	OFFICE SUPPLY/IT	192.84	

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30091	08/22/08	26.65	M073	CENTER, DOUG	0	21820	COMPUTER SUPPLIES/IT	477.33	
30092	08/22/08	941.63	002479	CENTRAL EQUIPMENT SERVICE CO.		21885	MED PYMT SUPP	26.65	
						21698	LIFT REPAIR	602.17	
						21949	SVC/FUEL STATION	339.46	
30093	08/22/08	11.16	172	CENTRAL WELDER'S SUPPLY, INC.		21632	7/1-7/31 TANK RENT	11.16	
30094	08/22/08	1,100.00	001099	CERTS, LLC		21786	CRANE INSPECTION	1,100.00	
30095	08/22/08	26.65	M036	CERVANTES, GLORIA	0	21859	MED PYMT SUPP	26.65	
30096	08/22/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		21523	AUG LEGISLATIVE SVCS	5,000.00	
30097	08/22/08	200.00	E312	CHENG, FRANK		21969	PERMIT/VERNON	200.00	
30098	08/22/08	10.34	130	CITY OF WATSONVILLE UTILITIES		21815	7/1-8/1 RODRIGUEZ	10.34	
30099	08/22/08	1,825.38	909	CLASSIC GRAPHICS		21584	OUT RFR # 2234	1,825.38	
30100	08/22/08	64,597.16	001124	CLEAN ENERGY		21662	7/26-7/30 LNG	27,650.13	
						21810	LNG/FLT	13,240.76	
						21811	LNG/FLT	23,706.27	
30101	08/22/08	57.29	002609	CLEANSOURCE		21507	CLEANING SUPPLIES	57.29	
30102	08/22/08	59.68	001084	CLUTCH COURIERS		21851	SETTLEMENT/RISK	59.68	
30103	08/22/08	442.34	075	COAST PAPER & SUPPLY INC.		21718	CLEANING SUPPLIES	167.70	
						21720	CLEANING SUPPLIES	274.64	
30104	08/22/08	68.16	002063	COSTCO		21739	PHOTO PROCESS/OPS	6.17	
						21740	PHOTO PROCESS/OPS	4.78	
						21741	PHOTO PROCESS/OPS	5.51	
						21742	PHOTO PROCESS/OPS	7.70	
						21743	PHOTO PROCESS	3.18	
						21744	PHOTO PROCESS	7.70	
						21745	PHOTO PROCESS/OPS	9.16	
						21746	PHOTO PROCESS/OPS	3.18	
						21763	LOCAL MEETING EXP	20.78	
30105	08/22/08	19.19	M116	CRAMBLETT, LAWRENCE		21886	MED PYMT SUPP	19.19	
30106	08/22/08	26.65	M092	CRAWFORD, TERRI	0	21887	MED PYMT SUPP	26.65	
30107	08/22/08	1,355.99	001048	CRUZ CAR WASH		21722	JULY VEH WASH/PT	1,355.99	
30108	08/22/08	125.51	504	CUMMINS WEST, INC.		21790	REV VEH PARTS	125.51	
30109	08/22/08	2,181.63	001000	DAIMLER BUSES N. AMERICA INC.		21727	REV VEH PARTS	2,181.63	
30110	08/22/08	26.65	M039	DAVILA, ANA MARIA	0	21860	MED PYMT SUPP	26.65	
30111	08/22/08	36.24	001206	DELTA GLASS	7	21779	REV VEH PARTS	36.24	
30112	08/22/08	32.00	002567	DEPARTMENT OF JUSTICE		21771	JULY FINGERPRINTS	32.00	
30113	08/22/08	1,242.33	480	DIESEL MARINE ELECTRIC, INC.		21671	REV VEH PARTS	1,242.33	
30114	08/22/08	2,546.70	085	DIXON & SON TIRE, INC.		21040	TIRES & TUBES	314.33	
						21690	TIRES & TUBES	232.25	
						21691	TIRES & TUBES	428.54	
						21692	TIRES & TUBES	978.86	
						21693	TIRES & TUBES	659.02	
						21707	TIRES & TUBES	507.36	
						21924	CREDIT MEMO	-676.42	
						21937	TIRES & TUBES	102.76	
30115	08/22/08	560.00	916	DOCTORS ON DUTY		21826	DRUG TEST	30.00	
						21827	DRUG TEST	35.00	
						21828	DRUG TEST	5.00	
						21829	DRUG TEST	30.00	
						21830	DRUG TEST	35.00	
						21831	DRUG TEST	5.00	

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						21832	DRUG TEST	30.00	
						21833	DRUG TEST	5.00	
						21834	DRUG TEST	30.00	
						21835	DRUG TEST	35.00	
						21836	DRUG TEST	5.00	
						21837	DRUG TEST	30.00	
						21838	DRUG TEST	35.00	
						21839	DRUG TEST	5.00	
						21840	DRUG TEST	30.00	
						21841	DRUG TEST	35.00	
						21842	DRUG TEST	5.00	
						21843	DRUG TEST	30.00	
						21844	DRUG TEST	35.00	
						21845	DRUG TEST	5.00	
						21846	DRUG TEST	30.00	
						21847	DRUG TEST	5.00	
						21848	DRUG TEST	30.00	
						21849	DRUG TEST	35.00	
						21850	DRUG TEST	5.00	
30116	08/22/08	26.65	M096	DRAKE, JUDITH	0	21888	MED PYMT SUPP	26.65	
30117	08/22/08	500.00	002862	ECOLOGICAL CONCERNS INC.		21973	WATER DRAINAGE/MB	500.00	
30118	08/22/08	329.00	861	EMPLOYER RESOURCE INSTITUTE		21320	OSHA COMPLIANCE	329.00	
30119	08/22/08	1,013.08	001492	EVERGREEN OIL INC.		21663	HAZ WASTE DISP	490.00	
						21664	HAZ WASTE DISP	523.08	
30120	08/22/08	169.52	002307	EWING IRRIGATION PRODUCTS		21775	REPAIRS/MAINTENANCE	169.52	
30121	08/22/08	106.67	372	FEDERAL EXPRESS		21824	JULY-AUG MAIL	106.67	
30122	08/22/08	26.65	M099	FIKE, LOUIS	0	21889	MED PYMT SUPP	26.65	
30123	08/22/08	119.24	M074	GABRIELE, BERNARD	0	21890	MED PYMT SUPP	119.24	
30124	08/22/08	26.65	M040	GARBEZ, LINDA	0	21861	MED PYMT SUPP	26.65	
30125	08/22/08	53.29	M100	GARCIA, SANTIAGO	0	21862	MED PYMT SUPP	53.29	
30126	08/22/08	638.97	647	GFI GENFARE		21669	REV VEH PARTS	638.97	
30127	08/22/08	239.82	001213	GILLIG LLC	7	21788	REV VEH PARTS	239.82	
30128	08/22/08	26.65	M101	GOES, ALAN	0	21891	MED PYMT SUPP	26.65	
30129	08/22/08	53.29	M041	GOUVEIA, ROBERT	0	21863	MED PYMT SUPP	53.29	
30130	08/22/08	53.29	M081	HALL, JAMES	0	21864	MED PYMT SUPP	53.29	
30131	08/22/08	89.87	510A	HASLER, INC.		21923	SEPT RENTAL/PT	41.04	
						21974	9/1-9/30 RENTAL/ADM	48.83	
30132	08/22/08	324.71	002905	HELM, INC.		21586	OFFICE SUPPLIES/FLT	324.71	
30133	08/22/08	4,500.00	E021	HILTNER, THOMAS		21823	MEDICAL EQUIPMENT	4,500.00	
30134	08/22/08	26.65	M082	HINDIN, LENORE	0	21865	MED PYMT SUPP	26.65	
30135	08/22/08	29,000.00	002116	HINSHAW, EDWARD & BARBARA	7	21963	RENT/370 ENCINAL	29,000.00	
30136	08/22/08	49.88	M043	HOLODNICK, JAMES	0	21866	MED PYMT SUPP	49.88	
30137	08/22/08	1,446.80	166	HOSE SHOP, THE		21657	REPAIRS/MAINTENANCE	41.89	
						21793	PARTS & SUPPLIES	67.05	
						21794	PARTS & SUPPLIES	123.82	
						21795	PARTS & SUPPLY	216.78	
						21796	PARTS & SUPPLIES	60.65	
						21797	PARTS & SUPPLIES	18.77	
						21798	PARTS & SUPPLIES	6.66	
						21799	REPAIRS/MAINTENANCE	911.18	

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30138	08/22/08	19.19	M075	HOWARD, CAROL	0	21892	MED PYMT SUPP	19.19	
30139	08/22/08	703.19	001163	INNERWORKINGS, INC		21709	WORK ORDER FORMS	703.19	
30140	08/22/08	15,308.20	002117	IULIANO	7	21964	RENT/111 DUBOIS	12,036.59	
						21965	RENT/115 DUBOIS	3,271.61	
30141	08/22/08	26.65	M069	JACOBS, KENNETH	0	21877	MED PYMT SUPP	26.65	
30142	08/22/08	2,706.85	110	JESSICA GROCERY STORE, INC.		21966	CUSTODIAN SERVICES	2,706.85	
30143	08/22/08	26.65	M104	JUSSEL, PETE	0	21893	MED PYMT SUPP	26.65	
30144	08/22/08	273.25	M061	KAMEDA, TERRY	0	21878	MED PYMT SUPP	273.25	
30145	08/22/08	2,462.63	R532	KANAGASUNDARAM, YAMINDIRA		21967	SETTLEMENT/RISK	2,462.63	
30146	08/22/08	129.42	1117	KELLEY'S SERVICE INC.		21772	REV VEH PARTS	129.42	
30147	08/22/08	290.93	036	KELLY-MOORE PAINT CO., INC.		21645	REPAIR/MAINTENANCE	174.52	VOIDED
						21646	CREDIT	-174.52	
						21647	REPAIRS/MAINTENANCE	290.93	
30148	08/22/08	116.85	074	KENVILLE LOCKSMITHS	7	21474	REPAIRS/MAINTENANCE	14.97	
						21641	REPAIRS/MAINTENANCE	36.89	
						21661	PARTS & SUPPLIES	60.00	
30149	08/22/08	1,432.52	167	KEYSTON BROTHERS		21717	REPAIRS/MAINTENANCE	4.99	
						21623	OTH MOB SUPPLIES	21.55	
						21624	OTH MOB SUPPLIES	1,410.97	
30150	08/22/08	717.21	039	KINKO'S INC.		21534	DISPATCH MAPS	617.91	
						21535	PRINTING/OPS	99.30	
30151	08/22/08	570.00	852	LAW OFFICES OF MARIE F. SANG	7	21781	WORKERS COMP CLAIM	120.00	
						21782	WORKERS COMP CLAIM	450.00	
30152	08/22/08	402.53	196	LIFT-U-INC.		21587	REV VEH PARTS	402.53	
30153	08/22/08	290.45	024	LLOYD'S TIRE SERVICE, INC.		21585	OUT RPR # 708	290.45	
30154	08/22/08	848.34	107A	LUMBERMENS		21598	REPAIRS/MAINTENANCE	105.08	
						21599	REPAIRS/MAINTENANCE	277.40	
						21600	REPAIRS/MAINTENANCE	116.18	
						21601	REPAIRS/MAINTENANCE	75.94	
						21602	CREDIT NOTE	-97.64	
						21634	REPAIRS/MAINTENANCE	190.96	
						21635	REPAIRS/MAINTENANCE	17.94	
						21659	REPAIRS/MAINTENANCE	27.11	
						21667	CLEANING SUPP/PARTS	74.28	
						21714	REPAIRS/MAINTENANCE	33.85	
						21715	REPAIRS/MAINTENANCE	27.24	
30155	08/22/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	21962	RENT/CAPITOLA MALL	1,407.05	
30156	08/22/08	475.01	001358	MARINA MOTOR COMPANY		21731	REV VEH PARTS	475.01	
30157	08/22/08	1,487.64	001052	MID VALLEY SUPPLY		21603	CLEANING SUPPLIES	1,487.64	
30158	08/22/08	1,153.61	041	MISSION UNIFORM		21476	UNIF/LAUNDRY/FAC	69.60	
						21545	UNIF/LAUNDRY/PT	33.42	
						21557	UNIF/LAUNDRY/FLT	50.60	
						21558	UNIF/LAUNDRY/FLT	303.43	
						21559	UNIF/LAUNDRY/FLT	43.26	
						21560	UNIF/LAUNDRY/FLT	127.26	
						21628	UNIF/LAUNDRY/FLT	43.26	
						21629	UNIF/LAUNDRY/FLT	50.60	
						21630	UNIF/LAUNDRY/FLT	237.03	
						21631	UNIF/LAUNDRY/FLT	127.26	
						21660	UNIF/LAUNDRY/FAC	67.89	

5-2-12

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30159	08/22/08	1,228.00	469	MONTEREY BAY UNIFIED AIR		21978	EMERG. GENERATOR/MB	1,228.00	
30160	08/22/08	8,959.32	001063	NEW FLYER INDUSTRIES LIMITED		21699	CREDIT NOTE	-830.16	
						21700	REV VEH PARTS	3,202.53	
						21710	PARTS & SUPPLIES	523.84	
						21711	REV VEH PARTS	503.19	
						21712	REV VEH PARTS	11.35	
						21713	REV VEH PARTS	64.35	
						21939	REV VEH PARTS	4,639.84	
						21940	REV VEH PARTS	844.38	
30161	08/22/08	157.67	001627	NEW PIG CORPORATION		21704	PARTS & SUPPLIES	157.67	
30162	08/22/08	1,959.01	002721	NEXTEL COMMUNICATIONS		21783	JULY PHONES/OPS	1,959.01	
30163	08/22/08	80.00	E629	NJAA, SHELDON		21676	9/5-9/9 EMP TRAVEL	80.00	
30164	08/22/08	61.36	001139	NORTH AMERICAN BUS INDUSTRIES		21625	CREDIT NOTE	-358.40	
						21626	REV VEH PARTS	419.76	
30165	08/22/08	5,366.64	004	NORTH BAY FORD LINC-MERCURY		21471	REV VEH PARTS	30.71	
						21492	REV VEH PARTS	50.92	
						21703	OUT RPR # 708	660.00	
						21725	OUT RPR # 2403	3,226.45	
						21726	OUT RPR # 2401	1,398.56	
30166	08/22/08	14,842.00	001176	NORTHSTAR, INC.		21716	JULY MAINTENANCE	14,842.00	
30167	08/22/08	16,000.00	R531	O'CONNOR, SHARON		21852	SETTLEMENT/RISK	16,000.00	
30168	08/22/08	26.65	M050	O'MARA, KATHLEEN	0	21867	MED PYMT SUPP	26.65	
30169	08/22/08	3,420.39	009	PACIFIC GAS & ELECTRIC		21813	6/11-8/6 KINGS VLG	2,438.87	
						21814	7/12-8/11 RESEARCH	981.52	
30170	08/22/08	654.51	872	PACIFIC MATERIAL HANDLING SOL.		21640	OUT RPR #702	654.51	
30171	08/22/08	750.18	043	PALACE ART & OFFICE SUPPLY		21651	OFFICE SUPPLIES/ADM	455.57	
						21655	OFFICE SUPPLY/ADM	57.15	
						21738	OFFICE SUPPLIES/OPS	146.93	
						21749	OFFICE SUPPLY/OPS	78.08	
						21800	OFFICE SUPPLY/OPS	12.45	
30172	08/22/08	887.00	950	PARADISE LANDSCAPE INC	0	21576	AUG MAINTENANCE	887.00	
30173	08/22/08	243.55	M057	PARHAM, WALLACE	0	21879	MED PYMT SUPP	243.55	
30174	08/22/08	38.37	M051	PENDRAGON, LINDA	0	21868	MED PYMT SUPP	38.37	
30175	08/22/08	53.29	M109	PEREZ, CHERYL		21869	MED PYMT SUPP	53.29	
30176	08/22/08	206.43	M064	PETERS, TERRIE	0	21880	MED PYMT SUPP	206.43	
30177	08/22/08	26.65	M070	PICARELLA, FRANCIS	0	21881	MED PYMT SUPP	26.65	
30178	08/22/08	26.65	M117	POLANCO, ANDRES		21894	MED PYMT SUPP	26.65	
30179	08/22/08	243.55	M058	POTEETE, BEVERLY	0	21882	MED PYMT SUPP	243.55	
30180	08/22/08	21.48	358	POWR-FLITE		21789	PARTS & SUPPLIES	21.48	
30181	08/22/08	230.00	592	R & S ERECTION OF		21695	OUT RPR BLDG	230.00	
30182	08/22/08	42.85	087	RECOGNITION SERVICES		21972	EMP INCENTIVE	42.85	
30183	08/22/08	83.73	061	REGISTER PAJARONIAN		21762	PUB NOTICE ADM 8/4	83.73	
30184	08/22/08	123.12	061A	REGISTER PAJARONIAN		21648	CLASS ADV-PURCHASING	123.12	
30185	08/22/08	246.60	M005	ROSS, EMERY	0	21875	MED PYMT SUPP	246.60	
30186	08/22/08	53.29	M085	ROSSI, DENISE	0	21870	MED PYMT SUPP	53.29	
30187	08/22/08	26.65	M030	ROWE, RUBY		21871	MED PYMT SUPP	26.65	
30188	08/22/08	57,903.24	966	S.C. FUELS	0	21622	DIESEL/FLT	30,591.39	
						21903	LNG/FLT	27,311.85	
30189	08/22/08	3,639.16	018	SALINAS VALLEY FORD SALES		21577	REV VEH PARTS	2,143.18	
						21639	REV VEH PARTS	1,495.98	

5-2.13

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30190	08/22/08	2,595.25	002713	SANTA CRUZ AUTO TECH, INC.		21702	OUT RPR # 603	1,128.60	
						21791	OUT RPR # 102	824.40	
						21925	OIL CHANGE	71.25	
						21926	OIL CHANGE	56.60	
						21927	OIL CHANGE	56.60	
						21928	OIL CHANGE	50.15	
						21929	OIL CHANGE	50.15	
						21930	OIL CHANGE	56.60	
						21931	OIL CHANGE	50.15	
						21932	OIL CHANGE	50.15	
						21933	OIL CHANGE	50.15	
						21934	OIL CHANGE	50.15	
						21935	OIL CHANGE	50.15	
						21936	OIL CHANGE	50.15	
30191	08/22/08	794.05	135	SANTA CRUZ AUTO PARTS, INC.		21464	PARTS & SUPPLIES	9.33	
						21465	PARTS & SUPPLIES	8.46	
						21552	SAFETY SUPPLIES	6.39	
						21553	REV VEH PARTS	144.46	
						21555	REV VEH PARTS	155.87	
						21556	PARTS & SUPPLIES	19.73	
						21593	REV VEH PARTS	24.45	
						21594	CLEANING SUPPLIES	64.99	
						21633	OTH MOB SUPPLIES	88.60	
						21636	REV VEH PARTS	10.05	
						21637	OTH MOB SUPPLIES	33.98	
						21666	REV VEH PARTS	17.50	
						21681	OTH MOB SUPP	44.30	
						21682	EMP TOOL REPLACEMENT	35.84	
						21732	REV VEH PARTS	105.36	
						21776	REV VEH PARTS	24.74	
30192	08/22/08	15.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		21650	QUARTERLY MIN CHARGE	15.00	
30193	08/22/08	25.00	960	SANTA CRUZ COUNTY EAC		21853	9/17 EMP TRAINING	25.00	
30194	08/22/08	524.60	149	SANTA CRUZ SENTINEL	0	21764	PUB NOTICE ADM 8/4	146.06	
						21950	CLASS ADV/PURCHASING	193.74	
						21951	CLASS ADV/PURCHASING	184.80	
30195	08/22/08	4,078.14	977	SANTA CRUZ TRANSPORTATION, LLC	7	21728	JULY PT SERVICES	4,078.14	
30196	08/22/08	6.05	276	SCOTTS VALLEY SPRINKLER		21638	REPAIRS/MAINTENANCE	6.05	
30197	08/22/08	246.00	957	SECURITY SHORING & STEEL PLT		21787	6/28-7/27 RENTAL	246.00	
30198	08/22/08	208.67	M010	SHORT, SLOAN	0	21883	MED PYMT SUPP	208.67	
30199	08/22/08	26.65	M112	SILVA, EDUARDO	0	21895	MED PYMT SUPP	26.65	
30200	08/22/08	100.00	B016	SKILLICORN, DALE	7	21971	AUG BOARD MTGS	100.00	
30201	08/22/08	53.29	M054	SLOAN, FRANCIS	0	21872	MED PYMT SUPP	53.29	
30202	08/22/08	11,729.35	001075	SOQUEL III ASSOCIATES	7	21961	RENT/RESEARCH PARK	11,729.35	
30203	08/22/08	4,722.01	001976	SPORTWORKS NORTHWEST, INC.		21694	REV VEH PARTS	4,722.01	
30204	08/22/08	1,140.00	080	STATE BOARD OF EQUALIZATION		21970	JUL USE TAX PREPAY	1,140.00	
30205	08/22/08	1,935.11	002607	STAVELEY SERVICES FLUIDS		21819	OUT RPR REV VEH	1,935.11	
30206	08/22/08	20,927.36	001648	STEVE'S UNION SERVICE		21708	JULY FUEL/PT	20,927.36	
30207	08/22/08	18,047.62	002805	TELEPATH CORPORATION		21904	JULY DVR RENTAL	150.00	
						21905	MARCH DVR RENTAL	150.00	
						21906	CREDIT MEMO	-150.00	

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					21907	CREDIT MEMO	-150.00	
					21908	DISPATCH CONSOLE	18,047.62	
					21942	CREDIT MEMO	-1,712.19	
30208	08/22/08	375.00	001165 THANH N. VU MD	7	21943	OUT RPR EQUIP	1,712.19	
					21674	MEDICAL EXAM/FLT	75.00	
					21675	MEDICAL EXAM/FLT	75.00	
					21723	MEDICAL EXAM/PT	75.00	
					21751	MEDICAL EXAM	75.00	
30209	08/22/08	980.52	002504 TIFCO INDUSTRIES		21977	MEDICAL EXAM	75.00	
					21697	REV VEH PARTS/SUPPLY	320.15	
					21721	PARTS & SUPPLIES	170.06	
					21946	PARTS & SUPPLIES	155.84	
					21947	PARTS & SUPPLIES	334.47	
30210	08/22/08	26.65	M086 TOLINE, DONALD	0	21873	MED PYMT SUPP	26.65	
30211	08/22/08	1,248.36	170 TOWNSEND'S AUTO PARTS		21683	REV VEH PARTS	162.88	
					21684	CLEANING SUPPLIES	197.90	
					21685	PARTS AND SUPPLIES	295.86	
					21686	PARTS & SUPPLIES	295.86	
					21687	PARTS & SUPPLIES	295.86	
30212	08/22/08	75.00	001190 TRANSIT TALENT.COM LLC		21822	JOB POSTING	75.00	
30213	08/22/08	30.74	007 UNITED PARCEL SERVICE		21792	FRT OUT/FLT	30.74	
30214	08/22/08	36,170.72	002829 VALLEY POWER SYSTEMS, INC.		21132	REV VEH PARTS	1,104.62	
					21184	REV VEH PARTS	45.40	
					21186	REV VEH PARTS	739.59	
					21194	CORE CREDIT	-10,488.70	
					21304	REV VEH PARTS	139.80	
					21305	REV VEH PARTS	7.68	
					21329	REV VEH PARTS	203.44	
					21330	PARTS & SUPPLIES	10.83	
					21366	REV VEH PARTS	75.28	
					21467	REV VEH PARTS	91.36	
					21468	REV VEH PARTS	45.40	
					21642	FRT CHARGE	217.00	
					21643	CREDIT NOTE	-403.97	
					21644	FRT CHARGE	404.90	
					21701	OUT RPR/TRANSMISSION	12,531.71	
					21785	ENG REMANUFACTURE	31,446.38	
30215	08/22/08	93.72	M076 VONWAL, YVETTE	0	21896	MED PYMT SUPP	93.72	
30216	08/22/08	1,000.00	162 WASHINGTON LETTER ON TRANSPORT		21653	10/08-9/09 RENEWAL	1,000.00	
30217	08/22/08	1,755.00	001083 WATSONVILLE TRANSPORTATION, INC		21724	JULY PT SERVICES	1,755.00	
30218	08/22/08	70.00	682 WEISS, AMY L.	7	21521	JULY INTERPRETER	70.00	
30219	08/22/08	285.51	436 WEST PAYMENT CENTER		21736	JULY ACCESS CHARGES	285.51	
30220	08/22/08	907.00	738 WESTERN RUBBER & SUPPLY INC.		21567	REV VEH PARTS	907.00	
30221	08/22/08	19.19	M115 WILLIAMS, CHRIS	0	21897	MED PYMT SUPP	19.19	
30222	08/22/08	26.65	M088 YAGI, RANDY	0	21874	MED PYMT SUPP	26.65	
30223	08/22/08	241.49	148 ZEP MANUFACTURING COMPANY		21705	CLEANING SUPPLIES	241.49	
30224	08/03/08	7,173.73	002823 PAT PIRAS CONSULTING	7	21979	PROF. SVCS/ PT	7,173.73	MANUAL
						PROF. SVCS/ PT		
30225	08/29/08	3,759.15	002509 ACCOUNTEMPES		22038	TEMP/OPS W/E 8/8	2,050.35	
					22039	TEMP/OPS W/E 8/15	1,708.80	

5-2.15

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30226	08/29/08	730.00	001016	ALLARD'S SEPTIC SERVICE	7	22044 HAZ WASTE DISP	365.00	
						22045 HAZ WASTE DISP	365.00	
30227	08/29/08	824.38	001208	AMERICAN EAGLE		22042 COMPUTER SUPPLY/IT	824.38	
30228	08/29/08	100.00	B003	BEAUTZ, JAN	7	21985 AUG BOARD MTGS	100.00	
30229	08/29/08	100.00	B018	BUSTICHI, DENE	7	21986 AUG BOARD MTGS	100.00	
30230	08/29/08	310.00	615	CALPELRA		22043 MEMBERSHIP DUES	310.00	
30231	08/29/08	50.00	B014	CITY OF WATSONVILLE		21993 AUG BOARD MTGS	50.00	
30232	08/29/08	1,245.50	001113	CLARKE, SUSAN	7	22010 EXT BUS ANNOUN/AUDIT	1,245.50	
30233	08/29/08	7,967.01	909	CLASSIC GRAPHICS		21995 OUT RPR REV VEH	4,236.19	
						22036 OUT RPR REV VEH	3,730.82	
30234	08/29/08	11,623.50	001124	CLEAN ENERGY		22006 LNG/FLT	11,623.50	
30235	08/29/08	3,415.18	001316	DEVCO OIL		21994 8/1-8/13 FUEL/FLT	3,415.18	
30236	08/29/08	102.76	085	DIXON & SON TIRE, INC.		22041 TIRES & TUBES	102.76	
30237	08/29/08	100.00	B021	HAGEN, DONALD N.	7	21987 AUG BOARD MTGS	100.00	
30238	08/29/08	180.00	852	LAW OFFICES OF MARIE F. SANG	7	21984 WORKERS COMP CLAIM	180.00	
30239	08/29/08	100.00	B020	NICOL, KIRBY	7	21988 AUG BOARD MTGS	100.00	
30240	08/29/08	1,234.00	001149	PREFERRED PLUMBING, INC.		22005 LEAK REPAIR/RIVER	1,234.00	
30241	08/29/08	50.00	B011	REILLY, EMILY	7	21989 AUG BOARD MTGS	50.00	
30242	08/29/08	50.00	B015	ROTKIN, MIKE	7	21990 AUG BOARD MTGS	50.00	
30243	08/29/08	100.00	B012	SPENCE, PAT	7	21991 AUG BOARD MTGS	100.00	
30244	08/29/08	100.00	B017	STONE, MARK	7	21992 AUG BOARD MTGS	100.00	
30245	08/29/08	33.58	002504	TIFCO INDUSTRIES		22001 PARTS & SUPPLIES	28.21	
						22002 PARTS & SUPPLIES	5.37	
30246	08/29/08	21.76	007	UNITED PARCEL SERVICE		21999 FRT OUT/FLT	21.76	
30247	08/29/08	100.82	434B	VERIZON CALIFORNIA		21981 2 PC CARDS/ADMIN	100.82	
30248	08/29/08	110.94	147	ZEE MEDICAL SERVICE CO.		22000 SAFETY SUPPLIES	110.94	
TOTAL		2,091,470.20		ACCOUNTS PAYABLE		TOTAL CHECKS	384	2,091,470.20

5-2.16

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Allen, Wesley
Date of Incident: 8/07/08

Received: 8/20/08 Claim #: 08-0026
Occurrence Report No.: MISC 08-12

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: Aug 29, 2008

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 September 26, 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 # 08-0026

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: Westley Allen

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

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

3. Occurrence: _____

Date: Aug, 7, 2008 Time: 4:30 Place: UCSC

Circumstances of occurrence or transaction giving rise to claim: Bike forgotten on bus. Next day I went to the metro station & they did not have it. I have been repeatedly checking and amassing information ever since.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Black Surly Pacer: cost \$600 dollars (see ebay receipt). This bike was not handled properly, and was lost while in the possession of Metro Santa Cruz. ^{at the bus and fi}

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

6. Amount claimed now \$ 600

Estimated amount of future loss, if known \$ 600

TOTAL \$ _____

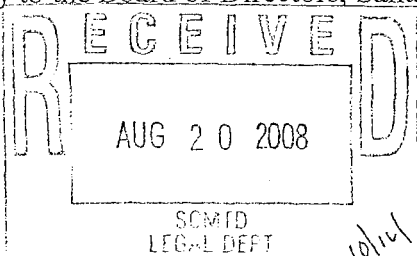
7. Basis of above computations: ebay receipt from May 30, 2008

Westley Allen

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

August 14
~~August 14~~, 2008
DATE

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



5-3.2



AGENDA

**SEPTEMBER 17, 2008 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF MINUTES OF JULY 16, 2008**
- 5. RIDERSHIP REPORT FOR APRIL 2008 AND MAY 2008**
- 6. PARACRUZ OPERATIONS STATUS REPORTS FOR APRIL 2008 AND MAY 2008**
- 7. DISCUSSION OF DISCOUNTED BUS PASS PROGRAM POLICY CHANGES**
- 8. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**
- 9. DISCUSSION OF ADVERTISING MAC MEETING**
- 10. DISTRIBUTION OF MAC VOUCHERS**
- 11. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 13. ITEMS FOR NEXT MEETING AGENDA**
- 14. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, OCTOBER 15, 2008, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM*

5-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26th, 2008
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Performance measures for the June 2008 reflect increases in various categories attributed coordination and accommodation of transitional dialysis riders from the Central Coast Alliance for Health brokerage (Alliance).
- ParaCruz Operator costs increased due to the added cost of performing dialysis transitional rides.
- Rides by supplemental providers increased during period due to required rear axle replacements on sixteen (16) minivans.
- Operating Statistics and customer feedback information reported are for the month of June 2008.
- 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.

5-5.1

On April 2nd, 2008, the Alliance notified their customers undergoing Dialysis treatment, that due to budgeting shortages, rides would no longer be provided for persons not meeting the criteria for Title 22 transportation, effective May 2nd, 2008.

ParaCruz coordinated with the Dialysis centers in Santa Cruz County identifying eligible persons and arranging for certification processes to be expedited.

At that time, approximately 26 persons transitioned from the Alliance to ParaCruz. This transition resulted in an increase of weekly trips of approximately 485 from pre-Alliance service requirements (* are categories affected, see Comparative Operating Statistics chart).

During this same period, several ParaCruz minivans were identified through routine inspections of having fatigued rear axles. Safety considerations prompted METRO to remove the affected vans from service and schedule repairs. Additionally, METRO scheduled remaining unaffected vans for preventative maintenance replacement of the rear axles.

METRO removed sixteen (16) vans from service until the axles were replaced. Up to four vans a day were serviced, and over the course of a week, the fleet was repaired and returned to revenue service. The majority of the parts and labor costs were billed in June 2008. (** are categories affected, see chart Comparative Operating Statistics).

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”.

	June 2007	June 2008
Total pick ups	6975	7262
Percent in “ready window”	92.90%	94.44%
1 to 5 minutes late	2.82%	.63%
6 to 10 minutes late	1.81%	.43%
11 to 15 minutes late	1.18%	.30%
16 to 20 minutes late	.59%	.11%
21 to 25 minutes late	.36%	.10%
26 to 30 minutes late	.14%	.03%
31 to 35 minutes late	.10%	.04%
36 to 40 minutes late	.06%	.03%
41 or more minutes late (excessively late/missed trips)	.04%	.04%
Total beyond “ready window”	7.10%	5.56%

5-5.2

During the month of June 2008, ParaCruz received seven (7) Service complaints and one (1) compliment. Two (2) of the three (3) valid service complaints were related to late pick-ups, one (1) related to a subcontractor's Operator. Two (2) complaints were not valid. Two (2) complaints were un-verifiable.

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

	June 07	June 08	Fiscal 06-07	Fiscal 07-08
Requested	7257	7858	96,025	94,990
Performed	6975	7262	85,367	87,713
Cancels	15.24%	16.95%	18.64%	17.15%
No Shows	2.09%	*3.22%	2.73%	2.45%
Total miles	46976	46958	586,936	572,750
Av trip miles	5.21	4.87	5.08	5.03
Within ready window	92.90%	94.44%	90.71%	94.17%
Excessively late/missed trips	3	3	122	32
Call center volume	5937	6534	71,382	74,086
Call average seconds to answer	31	26	24	29
Hold times less than 2 minutes	94%	97%	95%	97%
Distinct riders	768	791	1,808	1,798
Most frequent rider	46 rides	56 rides	488 rides	448 rides
Shared rides	62.3%	75.2%	65.7%	67.9%
Passengers per rev hour	2.47	2.22	1.95	2.33
Rides by supplemental providers	11.61%	8.84%	9.64%	14.77%
Vendor cost per ride	\$24.92	\$21.97	\$24.32	\$22.15
ParaCruz driver cost per ride (estimated)	\$26.90	**\$34.15	\$26.25	\$25.31
Rides < 10 miles	80.39%	71.21%	81.86%	71.34%
Rides > 10	19.61%	28.79%	18.14%	28.66%

IV. FINANCIAL CONSIDERATIONS

NONE

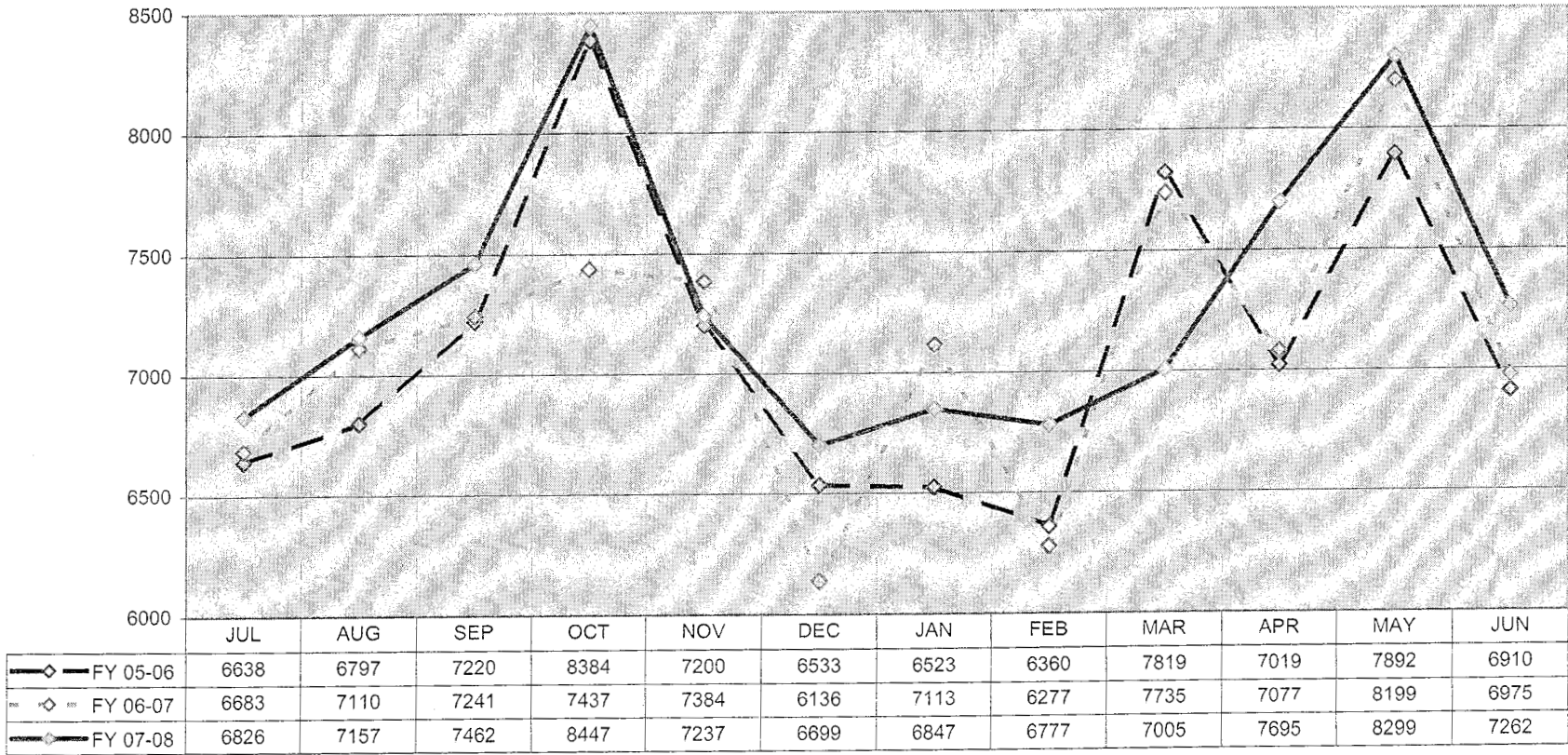
V. ATTACHMENTS

- Attachment A:** Number of Rides Comparison Chart
- Attachment B:** Shared vs. Total Rides Chart
- Attachment C:** Mileage Comparison Chart
- Attachment D:** Year To Date Mileage Chart
- Attachment E:** Daily Drivers vs. Subcontractor Chart

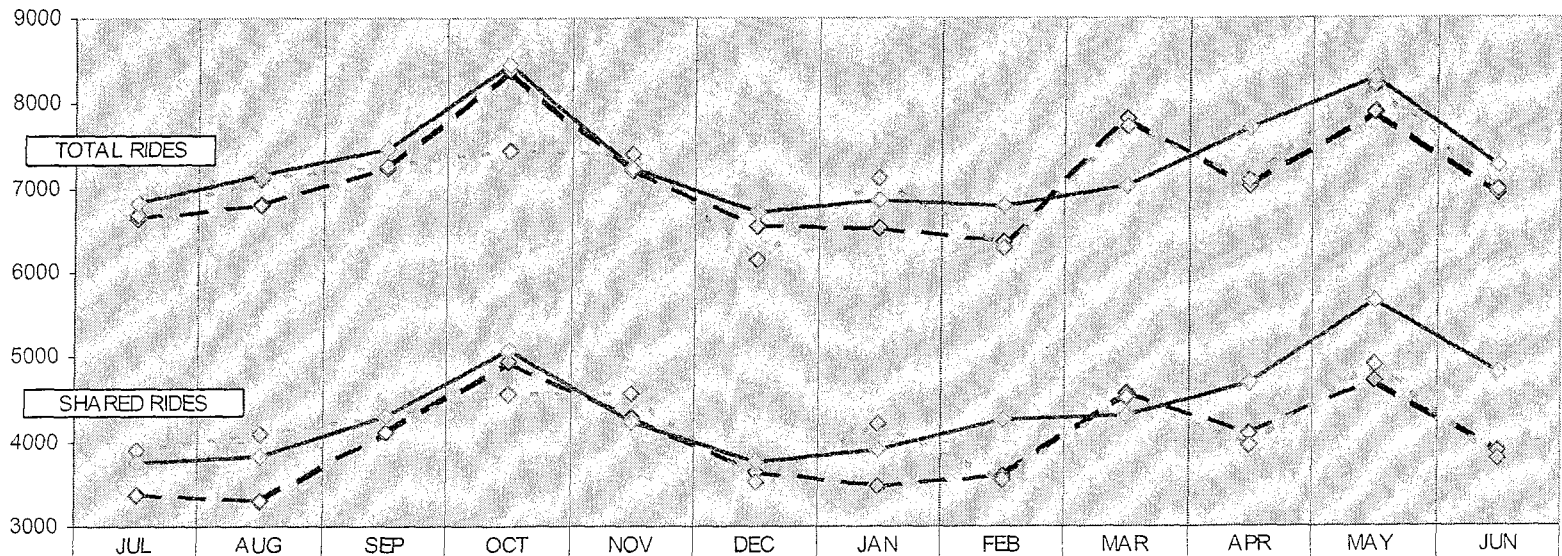
5-5.4

5-5.01

NUMBER OF RIDES COMPARISON



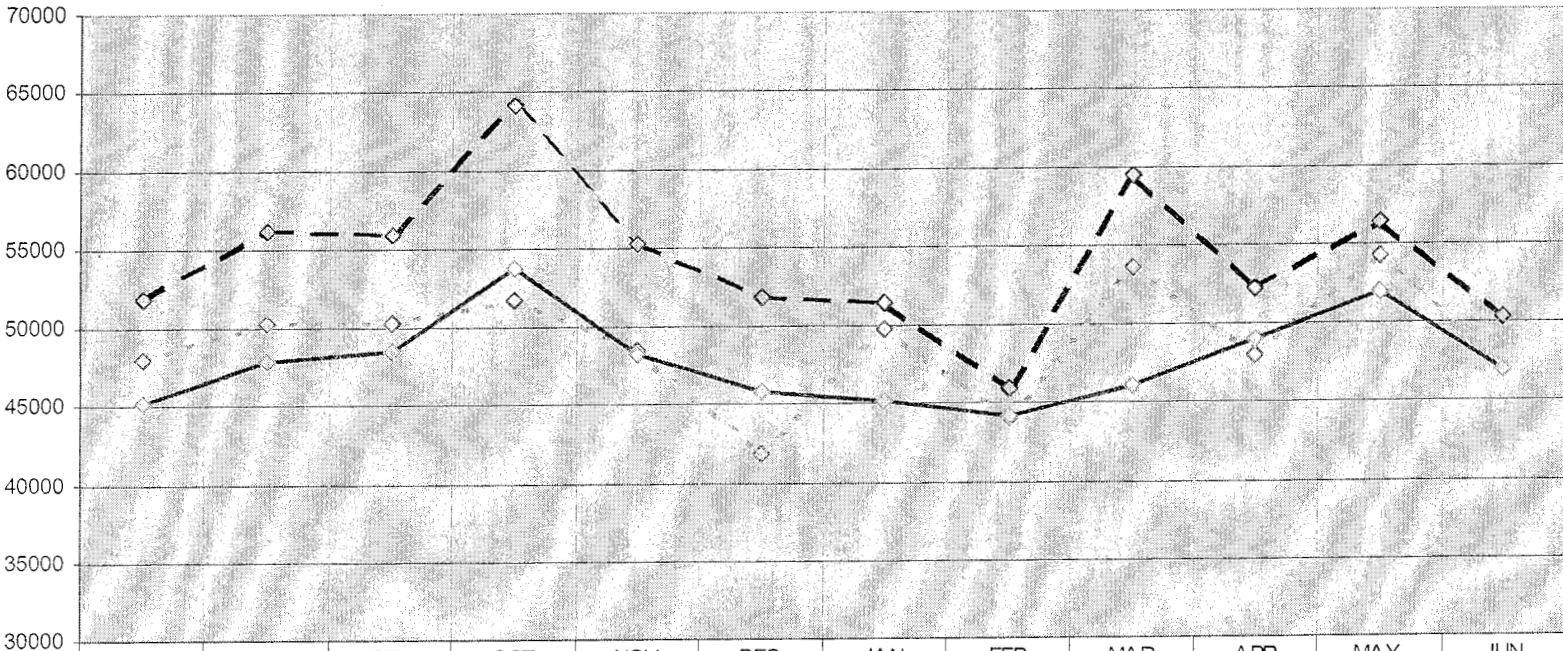
SHARED VS TOTAL RIDES



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	6638	6797	7220	8384	7200	6533	6523	6360	7819	7019	7892	6910
-◆- FY 06-07	6683	7110	7241	7437	7384	6136	7113	6277	7735	7077	8199	6975
—◆— FY 07-08	6826	7157	7462	8447	7237	6699	6847	6777	7005	7695	8299	7262
—◆— FY 05-06	3380	3310	4106	4945	4265	3649	3482	3590	4548	4080	4708	3869
-◆- FY 06-07	3908	4095	4305	4567	4563	3524	4207	3537	4504	3939	4878	3769
—◆— FY 07-08	3762	3823	4305	5077	4240	3745	3890	4242	4296	4668	5645	4803

5-5.61

MILEAGE COMPARISON

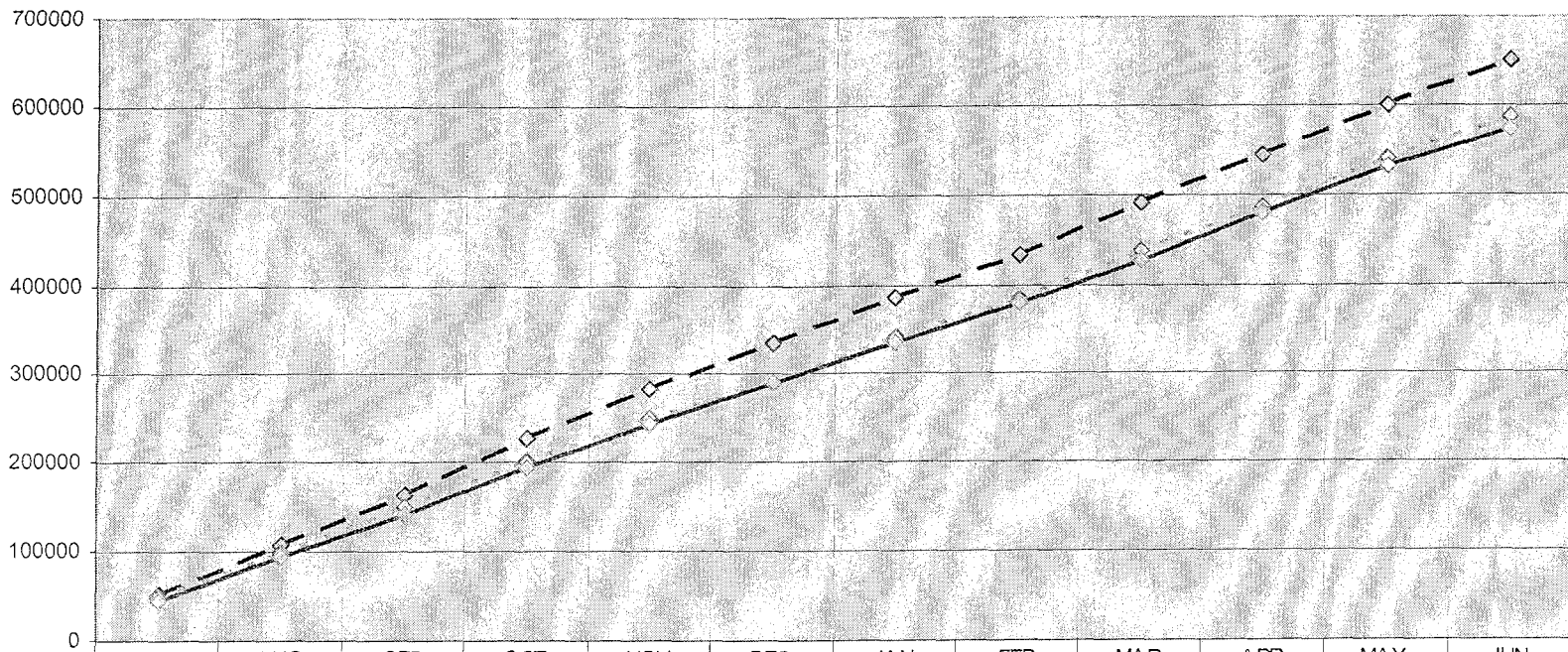


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	51744	56074	55890	64163	55201	51844	51347	45879	59382	52181	56404	50270
- -◆- - FY 06-07	47981	50232	50255	51677	48456	41828	49776	43976	53534	47989	54255	46976
—◆— FY 07-08	45123	47780	48487	53636	48186	45805	45200	44106	46046	48975	51961	46958

5-5.01

Attachment C

YEAR TO DATE MILEAGE COMPARISON

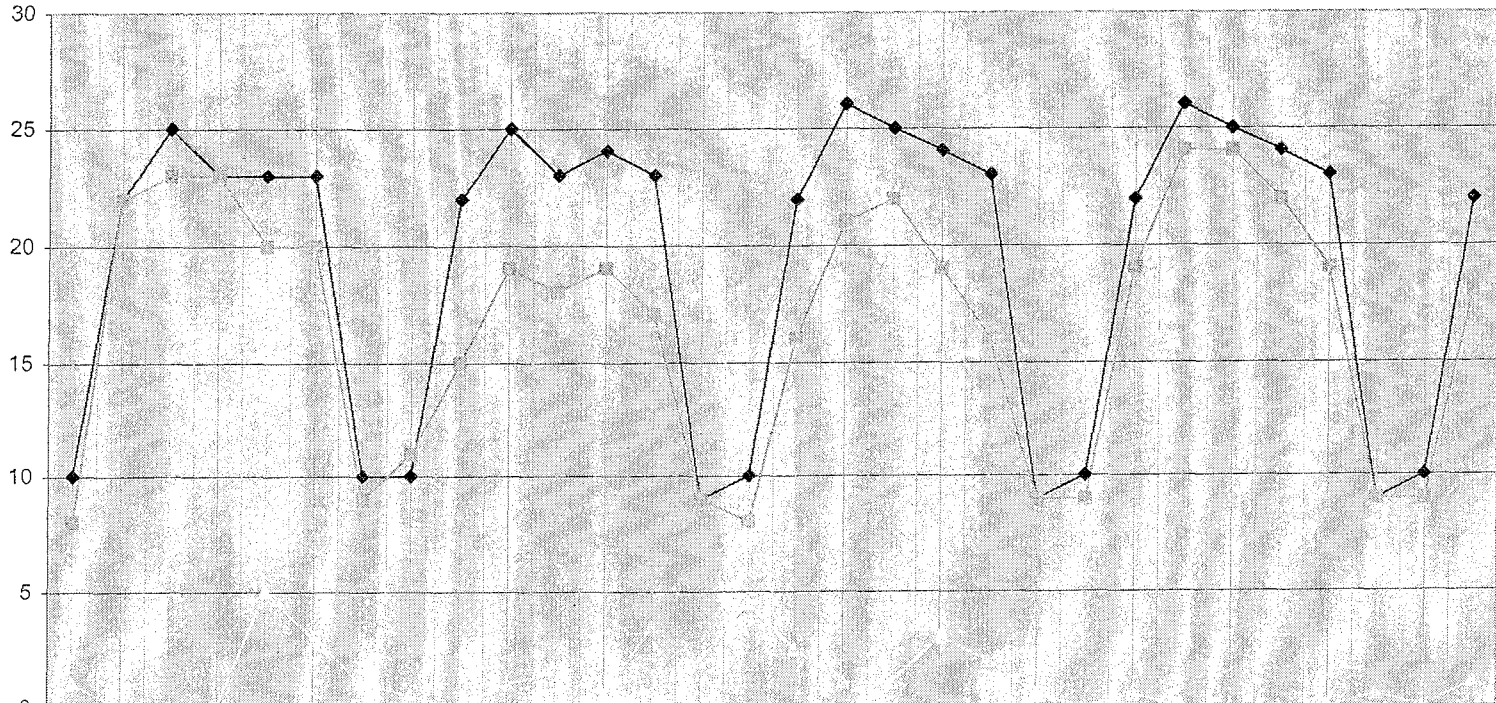


—◆— FY 05-06	51744	107818	163708	227871	283072	334916	386263	432142	491524	543705	600109	650379
-◆- FY 06-07	47981	98213	148468	200145	248601	290429	340205	384181	437715	485704	539959	586935
—◆— FY 07-08	45123	92903	141390	195026	243212	289017	334217	378323	424761	478831	530792	572750

5-5.d1

Attachment D

DAILY DRIVER vs. SUBCON



	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	6/12	6/13	6/14	6/15	6/16	6/17	6/18	6/19	6/20	6/21	6/22	6/23	6/24	6/25	6/26	6/27	6/28	6/29	6/30	
◆ #PC SCHEDULE	10	22	25	23	23	23	10	10	22	25	23	24	23	9	10	22	26	25	24	23	9	10	22	26	25	24	23	9	10	22	
■ #PC ACTUAL	8	22	23	23	20	20	9	11	15	19	18	19	17	9	8	16	21	22	19	16	9	9	19	24	24	22	19	9	9	18	
△ #SUBCON	1.0	0.0	0.0	0.0	5.0	3.0	1.0	0.5	0.0	1.0	1.5	0.5	3.5	2.0	4.5	2.5	1.0	1.0	3.0	2.0	0.5	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.5	0.0	1.0

5-5.e1

Attachment E

**Santa Cruz METRO
June 2008 Ridership Report**

ROUTE	Miles	Hours	Revenue	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	S/D Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	5,193.65	435.08	\$1,844.22	15,063	2,169	69	1,031	57	79	15	7	1,175	5	19,670	3.79	45.21	17	1003
13	989.28	84.60	\$272.61	4,389	363	16	158	7	9	0	3	218	0	5,163	5.22	61.03	1	192
15	3,420.44	287.32	\$980.80	15,964	862	76	554	25	33	7	1	643	2	18,167	5.31	63.23	7	945
16	12,122.07	983.51	\$6,053.66	44,451	3,911	320	3,392	103	194	44	33	3,544	17	56,009	4.62	56.95	18	2356
19	4,648.75	343.08	\$1,871.26	12,978	1,191	90	1,020	41	87	16	19	1,439	0	16,881	3.63	49.20	10	754
3	2,386.02	172.89	\$1,632.57	326	162	82	695	61	133	42	70	1,320	113	3,004	1.26	17.38	11	84
4	1,485.86	153.99	\$1,174.91	98	61	65	430	467	288	14	31	3,845	4	5,303	3.57	34.44	38	162
7	1,088.89	97.54	\$394.99	65	25	24	140	56	46	11	26	868	0	1,261	1.16	12.93	6	5
9	455.32	24.15	\$83.35	10	12	2	42	6	6	2	1	202	0	283	0.62	11.72	1	3
12A	118.48	8.55	\$17.19	270	70	2	8	5	1	0	1	21	0	378	3.19	44.21	0	23
20	5,937.10	395.67	\$2,220.45	10,742	944	113	1,220	116	107	18	20	1,776	150	15,206	2.56	38.43	11	624
27	632.52	54.00	\$100.83	1,469	148	3	52	2	6	3	0	13	0	1,696	2.68	31.41	0	99
31	2,238.22	115.14	\$1,003.59	54	95	77	552	37	25	14	1	970	1	1,826	0.82	15.86	16	120
32	750.58	44.46	\$231.67	14	7	11	138	9	1	0	0	133	0	313	0.42	7.04	2	8
33	224.37	10.35	\$78.10	1	6	0	43	10	1	0	1	73	0	135	0.60	13.04	0	0
34	125.64	7.95	\$92.06	4	0	2	56	2	1	0	0	62	0	127	1.01	15.97	1	0
35	37,610.26	1,865.20	\$30,642.76	1,137	506	708	16,742	910	1,303	348	189	20,743	27	42,613	1.13	22.60	83	2579
40	2,453.94	99.69	\$1,380.70	51	33	9	716	16	74	32	15	462	1	1,409	0.57	14.13	0	108
41	2,985.08	124.58	\$946.56	318	150	41	561	25	40	1	4	425	25	1,590	0.53	12.76	0	157
42	3,341.08	124.01	\$796.41	148	19	33	453	28	56	1	3	425	11	1,177	0.35	9.49	0	125
53	1,157.26	81.76	\$469.89	5	11	29	201	14	84	12	9	490	0	855	0.74	10.46	24	28
54	2,059.83	119.49	\$459.98	21	9	73	233	22	47	9	1	441	0	856	0.42	7.16	4	33
55	2,832.06	192.51	\$1,315.97	24	22	487	668	49	150	13	18	1,508	0	2,939	1.04	15.27	63	81
56	2,211.09	97.65	\$561.44	1	1	164	261	49	37	19	4	506	0	1,042	0.47	10.67	13	43
66	6,520.26	562.11	\$10,048.02	690	384	336	5,299	474	672	133	69	8,083	4	16,144	2.48	28.72	132	569
68	4,991.87	410.63	\$6,030.95	689	263	199	3,174	221	357	98	39	5,280	7	10,327	2.07	25.15	65	370
68N	1,852.50	132.99	\$1,560.24	269	55	58	937	44	59	0	0	1,297	0	2,719	1.47	20.45	14	135
69	3,485.19	315.00	\$6,195.67	663	351	214	3,364	251	361	63	37	4,514	15	9,853	2.83	31.28	65	404
69A	14,531.81	781.44	\$18,925.19	713	481	369	10,478	1,068	1,264	157	111	9,302	10	23,953	1.65	30.65	255	828
69N	1,713.04	137.49	\$1,633.17	240	82	136	965	34	55	0	0	1,068	2	2,582	1.51	18.78	23	159
69W	14,111.39	786.37	\$18,680.45	974	485	1,793	10,489	716	1,035	141	89	10,472	23	26,217	1.86	33.34	172	997
70	719.53	59.17	\$761.06	59	36	468	429	31	46	2	5	641	3	1,720	2.39	29.07	9	53
71	48,745.92	2,790.73	\$57,466.81	1,692	1,558	4,693	31,684	2,726	3,635	403	348	28,797	80	75,616	1.55	27.10	323	3828
72	5,485.20	265.24	\$3,703.14	8	32	114	1,909	102	359	38	67	1,441	0	4,070	0.74	15.34	22	97
74	3,402.08	197.76	\$3,167.12	10	42	57	1,767	134	264	13	21	826	0	3,134	0.92	15.85	24	30
75	6,594.18	397.50	\$9,673.80	20	48	143	5,250	254	913	78	60	2,577	0	9,343	1.42	23.50	82	184
76	1,892.23	99.75	\$865.12	2	6	5	437	39	119	9	7	431	0	1,055	0.56	10.58	4	30
79	1,641.07	95.82	\$1,526.37	6	14	42	669	66	267	27	40	693	0	1,824	1.11	19.04	56	9
91	2,122.56	87.85	\$3,266.48	103	169	500	1,655	263	127	98	23	1,980	9	4,927	2.32	56.08	13	307
UC Supp.	722.05	45.21	\$37.05	1,300	81	1	18	1	1	0	0	28	1	1,431	1.96	31.65	0	38
Night Owl	786.05	62.88	\$258.35	2,341	37	11	153	2	3	0	0	61	0	2,608	3.32	41.48	0	89
TOTAL	215,784.72	13,171.11	\$198,439.95	117,388	14,901	11,636	108,068	9,762	12,348	1,882	1,373	118,894	510	396,762	1.84	30.12	2,669	17,670
ROUTE			REVENUE	VTA/SC		ECO	Full		S/D	17	Passes/			RIDERSHIP	Passengers	Passengers		
17	43,937.19	1,425.06	\$49,225.46	43	93	262	9,531	1,262	1,637	128	11,102			24,058	0.55	16.88	98	1,870

June Ridership	420,820
June Revenue	\$247,665

5-6.1

**Santa Cruz METRO
June 2007 Ridership Report**

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Passes/	
			Student	Faculty	Day Pass	Riders	W/C	Day Pass	Cabrillo	Bike	Free Rides	
10	\$ 1,753.57	19,789	15,095	2,295	14	55	20	6	34	816	1,240	
13	\$ 216.44	5,439	4,756	341	1	3	-	-	1	157	202	
15	\$ 944.20	18,148	15,854	1,011	6	32	7	-	12	598	665	
16	\$ 6,419.53	56,048	44,296	3,982	56	193	29	20	77	2,180	3,663	
19	\$ 1,957.36	18,090	14,099	1,200	17	115	7	28	25	669	1,499	
3	\$ 1,604.91	3,093	263	163	31	146	15	34	27	79	1,498	
4	\$ 1,124.04	4,461	175	74	11	220	39	37	40	86	3,062	
7	\$ 401.13	1,187	20	38	4	85	4	14	2	11	834	
9	\$ 129.83	250	10	20	4	20	-	1	1	-	127	
12A	\$ 39.81	419	279	72	1	1	-	-	-	25	45	
20	\$ 2,317.41	14,375	10,041	1,056	26	146	15	10	35	601	1,621	
31	\$ 1,151.29	1,580	56	69	14	23	1	3	15	67	670	
32	\$ 232.02	313	8	10	1	9	-	-	5	9	139	
33	\$ 159.20	211	1	2	-	-	-	-	-	1	90	
34	\$ 109.74	114	-	-	-	-	-	-	-	-	48	
35	\$ 29,351.15	40,122	761	506	316	1,271	16	195	367	2,145	19,827	
40	\$ 1,256.31	1,365	30	28	27	46	-	12	2	112	559	
41	\$ 1,026.73	1,410	130	81	19	30	-	2	10	176	544	
42	\$ 882.96	1,293	158	35	2	63	-	5	7	187	496	
53	\$ 582.71	919	3	10	7	78	40	7	7	9	495	
54	\$ 573.19	810	8	3	4	65	9	3	24	40	396	
55	\$ 1,390.69	2,759	30	24	19	115	51	25	266	55	1,564	
56	\$ 486.54	912	7	6	9	34	10	9	69	43	476	
66	\$ 11,189.76	16,217	857	335	155	740	148	69	129	383	7,424	
68	\$ 6,505.17	10,964	772	330	94	350	66	43	98	225	5,502	
68N	\$ 1,711.34	2,472	210	62	-	46	7	-	14	86	1,067	
69	\$ 6,226.00	10,019	742	393	80	388	80	50	106	328	4,601	
69A	\$ 19,162.56	23,965	658	582	194	1,180	232	118	207	797	9,560	
69N	\$ 1,689.28	3,044	254	88	1	62	30	-	84	137	1,468	
69W	\$ 18,873.31	25,168	809	523	192	1,040	157	99	1,098	1,016	10,255	
70	\$ 175.05	395	12	9	3	13	1	2	67	10	195	
71	\$ 57,458.79	72,243	1,573	1,224	428	3,508	446	284	2,882	3,371	27,829	
72	\$ 3,990.85	4,058	12	20	47	326	21	19	79	73	1,290	
74	\$ 3,061.42	3,051	14	18	20	226	24	23	27	23	938	
75	\$ 8,965.05	8,720	20	53	77	801	35	66	89	208	2,484	
76	\$ 969.63	975	2	9	11	95	7	12	3	6	337	
79	\$ 1,413.11	1,741	6	15	31	138	82	60	44	13	774	
88	\$ -	-	-	-	-	-	-	-	-	-	-	
91	\$ 3,211.31	4,192	84	164	93	108	9	26	208	269	1,563	
UC Supplemental	\$ 143.57	3,259	2,937	139	1	10	2	-	-	93	95	
Unknown	\$ -	-	-	-	-	-	-	-	-	-	-	
TOTAL	\$ 198,856.96	383,590	115,042	14,990	2,016	11,781	1,610	1,282	6,161	15,114	115,142	

ROUTE	REVENUE	RIDERSHIP	VTA/SC		17		S/D		ECO		Monthly Pass
			Day Pass	CalTrain	Day Pass	Riders	W/C	METRO	Pass	Bike	
17	\$ 38,810.76	18,937	43	37	83	1,405	49	5,184	167	1,436	8,796

RIDERSHIP	
Night Owl	2,946
	-
TOTAL	2,946

June Ridership	405,473
June Revenue	\$ 238,049.19

5-6.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JUNE 2008

BUS #	DATE	DAY	REASON
9822LF	4-Jun	Wednesday	Ramp will not deploy unless you help it up
9822LF	6-Jun	Friday	W/C ramp won't lift
9822LF	10-Jun	Tuesday	W/C ramp won't lift
8077F	12-Jun	Thursday	Kneel does not stay down
8075F	12-Jun	Thursday	Kneel does not stay down (when engaged)
2205CG	12-Jun	Thursday	Kneel won't go down until long delay
2231CN	18-Jun	Wednesday	Screw missing on wheel chair ramp area causing tripping hazard.
9828LF	18-Jun	Wednesday	Kneel switch cover missing
9838G	19-Jun	Thursday	Lift ramp does not work.
9807LF	22-Jun	Sunday	The kneel ramp beep is very loud.
9822LF	27-Jun	Friday	Deploy switch for ramp doesn't always work.

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

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

5-6.3

BUS OPERATOR LIFT TEST *PULL-OUT*

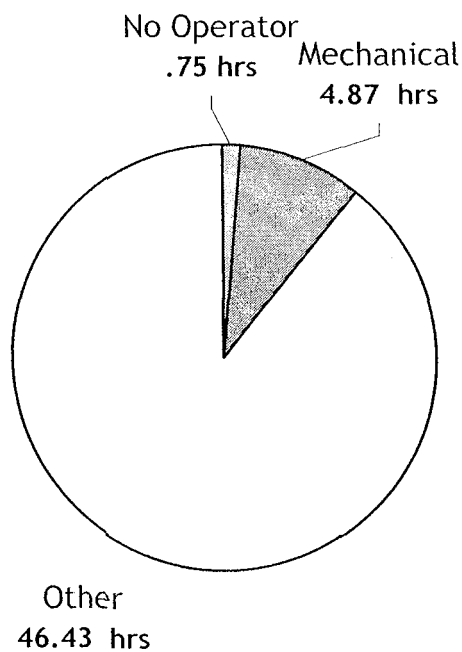
	A	B	C	D	E	F	
VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	2	5	1	4	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	8	3	8	100%
FLYER/LOW FLOOR - 35'	18	4	14	12	2	12	100%
FLYER/HIGH FLOOR - 35'	13	3	10	3	7	3	100%
GILLIG/SAM TRANS - 40'	10	1	9	3	6	3	100%
DIESEL CONVERSION - 35'	15	8	7	7	0	7	100%
DIESEL CONVERSION - 40'	14	4	10	10	0	10	100%
ORION/HIGHWAY 17 - 40'	11	2	9	7	2	7	100%
GOSHEN	1	0	1	0	1	0	0%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	10	2	8	7	1	7	100%

5-6.4

Dropped Service for FY 2008

	FY 2005/06		FY 2006/07		FY 2007/08	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	0	0	5.00	96.88	5.53	90.97
August	213.92	3,575.86	15.02	276.46	4.93	110.45
September	140.97	2,336.50	11.30	160.72	9.00	191.05
October	STRIKE	STRIKE	37.52	540.19	9.52	122.24
November	113.77	1,780.56	37.55	477.48	3.32	45.89
December	95.61	1,659.66	6.08	143.84	18.97	241.87
January	16.52	286.31	12.24	188.23	49.20	453.86
February	39.22	579.38	13.07	88.59	53.53	717.31
March	21.38	380.68	7.13	133.30	22.50	315.63
April	62.57	986.08	4.85	43.67	40.75	586.55
May	33.47	551.00	16.00	241.42	16.40	246.82
June	20.20	267.47	62.19	802.29	52.05	882.35
TOTAL	757.62	12,403.50	227.95	3,193.06	285.70	4,004.99

Dropped Service Breakdown for June 2008



5-6.5

**Santa Cruz METRO
July 2008 Ridership Report**

ROUTE	Miles	Hours	Revenue	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	4,929.25	422.46	\$3,542.78	7,568	2,552	68	1,906	147	67	81	5	2,279	0	14,673	2.98	34.73	21	958
16	9,479.97	773.24	\$8,235.10	14,915	4,300	346	4,589	206	179	108	30	4,613	6	29,292	3.09	37.88	24	1,782
19	3,809.38	293.04	\$2,104.01	4,283	1,237	120	1,191	73	68	6	16	1,883	7	8,884	2.33	30.32	6	534
3	2,499.64	181.13	\$1,695.12	256	160	47	758	68	196	34	51	1,620	85	3,275	1.31	18.08	11	123
4	1,556.61	161.33	\$1,466.49	57	28	71	552	1,105	316	16	59	4,512	9	6,725	4.32	41.68	32	140
7	1,146.20	102.67	\$424.01	57	39	12	162	78	74	8	17	1,681	0	2,128	1.86	20.73	11	7
9	477.00	25.30	\$72.76	6	8	2	25	4	20	2	2	116	0	185	0.39	7.31	2	3
20	5,579.22	374.21	\$3,051.69	4,185	959	73	1,586	110	155	60	23	2,336	110	9,597	1.72	25.65	13	584
31	2,344.80	120.63	\$1,114.49	18	71	73	613	41	21	20	7	932	0	1,796	0.77	14.89	21	182
32	786.32	46.57	\$153.37	6	7	9	89	6	3	1	0	128	2	251	0.32	5.39	4	22
35	37,031.86	1,858.60	\$32,248.24	381	316	595	17,677	1,079	1,387	370	202	18,327	7	40,341	1.09	21.71	64	2,855
40	2,473.88	100.39	\$971.03	55	24	8	497	8	71	17	2	674	1	1,357	0.55	13.52	0	125
41	3,169.26	131.66	\$993.12	252	177	30	551	12	36	11	3	435	27	1,534	0.48	11.65	0	166
42	3,389.62	125.67	\$972.42	96	34	13	565	30	34	5	2	429	5	1,213	0.36	9.65	1	148
53	1,224.96	86.53	\$420.41	2	10	12	168	37	94	12	7	557	0	899	0.73	10.39	33	49
54	1,932.96	112.33	\$473.79	1	2	38	252	16	51	3	2	435	0	800	0.41	7.12	7	37
55	2,966.92	201.67	\$1,305.83	8	10	382	649	55	125	14	17	1,451	0	2,711	0.91	13.44	60	106
56	2,316.38	102.30	\$554.12	2	0	186	250	79	65	14	6	578	0	1,180	0.51	11.53	14	83
66	6,546.55	565.37	\$10,562.58	426	247	309	5,728	510	661	125	56	9,027	10	17,099	2.61	30.24	153	562
68	5,010.50	413.58	\$6,917.37	380	284	154	3,815	264	347	67	53	5,725	3	11,092	2.21	26.82	104	406
68N	1,852.50	132.99	\$1,901.68	109	62	42	1,122	39	74	1	0	1,473	0	2,922	1.58	21.97	20	146
69	3,620.51	327.59	\$7,003.79	304	272	150	3,864	289	395	56	41	5,233	17	10,621	2.93	32.42	64	446
69A	14,611.79	787.23	\$20,299.88	322	373	356	11,253	1,240	1,331	160	140	10,533	7	25,715	1.76	32.67	292	831
69N	1,825.89	146.65	\$1,759.88	97	57	89	1,043	32	64	3	0	1,181	1	2,567	1.41	17.50	23	157
69W	14,254.40	796.34	\$18,475.94	455	329	1,750	10,490	820	985	130	88	10,879	21	25,947	1.82	32.58	184	1,090
71	49,519.05	2,836.57	\$59,520.42	839	1,026	4,672	33,004	3,120	3,907	430	322	30,922	53	78,295	1.58	27.60	512	4,203
72	5,786.09	279.77	\$4,197.42	12	31	199	2,156	139	437	42	78	1,915	0	5,009	0.87	17.90	39	91
74	3,564.09	207.17	\$3,040.24	4	28	38	1,661	132	256	14	21	792	0	2,946	0.83	14.22	26	31
75	6,598.80	397.50	\$9,831.72	30	33	183	5,367	327	968	53	96	2,790	0	9,847	1.49	24.77	62	195
76	1,681.98	88.66	\$804.18	2	2	6	398	27	104	13	5	427	0	984	0.59	11.10	1	26
79	1,726.19	100.83	\$1,715.72	5	14	45	752	101	247	35	54	833	0	2,086	1.21	20.69	84	18
91	6,102.32	263.21	\$3,349.56	72	126	762	1,794	290	137	57	25	1,862	4	5,129	0.84	19.49	19	336
Summer Sup.	1,064.56	94.15	\$642.97	2,457	448	31	364	19	18	2	2	389	0	3,730	3.50	39.62	0	155
TOTAL	210,879.45	12,657.34	\$209,822.13	37,662	13,266	10,871	114,891	10,503	12,893	1,970	1,432	126,967	375	330,830	1.57	26.14	1,907	16,597
ROUTE	REVENUE	VTA/SC Day Pass	ECO CalTrain Pass	Full Fare	Tickets	S/D Riders	17 Day Pass	Passes/ Free Rides	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	W/C	Bike					
17	45,689.71	1,484.41	\$50,018.06	22	137	335	9,550	1,447	1,553	119	12,746		25,909	0.57	17.45	71	1,975	

5-6.6

June Ridership	356,739
June Revenue	\$259,840

**Santa Cruz METRO
July 2007 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 3,342.69	14,756	7,260	3,308	80	70	16	1	58	801	2,049
13	\$ -	-	-	-	-	-	-	-	-	-	-
15	\$ -	-	-	-	-	-	-	-	-	-	-
16	\$ 8,584.20	28,556	13,599	5,133	86	223	11	18	121	1,553	4,181
19	\$ 2,671.17	9,475	4,356	1,568	15	127	9	17	29	485	1,685
3B	\$ 1,893.71	3,499	196	228	48	152	16	23	63	64	1,722
4	\$ 1,147.69	5,306	63	32	14	221	31	39	48	100	3,664
7	\$ 388.97	1,807	13	68	2	78	6	12	2	24	1,384
9	\$ 114.75	155	4	8	6	10	-	3	4	-	66
12A	\$ -	-	-	-	-	-	-	-	-	-	-
20	\$ 2,723.31	9,576	3,980	1,349	26	120	18	6	69	487	2,250
31	\$ 1,010.01	1,603	18	54	8	27	2	4	23	91	829
32	\$ 98.00	165	1	3	-	2	-	-	2	7	95
33	\$ 3.00	6	-	-	-	-	-	-	-	-	4
34	\$ -	-	-	-	-	-	-	-	-	-	-
35	\$ 29,886.34	37,471	323	380	371	1,080	26	181	494	2,242	17,108
40	\$ 984.27	1,068	16	14	26	65	1	10	10	140	430
41	\$ 920.46	1,116	69	90	8	24	-	2	12	143	326
42	\$ 1,047.99	1,205	36	31	8	67	1	2	19	171	440
53	\$ 492.19	813	6	22	5	76	41	13	9	17	423
54	\$ 511.03	848	3	5	3	54	10	5	32	36	460
55	\$ 1,292.12	2,783	17	9	15	129	51	31	454	81	1,465
56	\$ 564.50	1,138	2	3	14	43	19	6	101	32	631
66	\$ 11,339.37	15,593	198	250	115	727	182	65	233	374	7,324
68	\$ 6,261.31	9,873	336	282	75	325	64	36	109	204	5,060
68N	\$ 1,696.06	2,431	77	72	-	73	5	-	21	77	1,164
69	\$ 6,220.07	9,694	311	366	64	427	78	52	138	285	4,743
69A	\$ 20,135.14	24,690	292	508	171	1,197	212	118	336	845	9,829
69N	\$ 1,638.56	2,877	133	86	2	77	31	1	120	155	1,470
69W	\$ 18,129.82	25,018	377	423	138	997	156	126	1,811	1,006	10,328
70	\$ -	-	-	-	-	-	-	-	-	-	-
71	\$ 56,115.79	69,699	723	1,107	397	3,360	367	266	4,404	3,433	25,543
72	\$ 3,672.98	3,936	6	16	51	333	26	19	134	111	1,347
74	\$ 3,064.63	2,978	8	23	21	254	34	12	39	29	860
75	\$ 8,180.69	8,138	7	53	64	701	60	61	159	174	2,430
76	\$ 838.56	896	2	20	9	70	2	14	8	16	319
79	\$ 1,501.54	1,981	15	20	24	178	97	57	107	15	867
88	\$ -	-	-	-	-	-	-	-	-	-	-
91	\$ 3,146.29	4,501	95	157	66	94	5	27	383	253	1,720
UC Supplemental	\$ -	-	-	-	-	-	-	-	-	-	-
Unknown	\$ 582.12	853	146	25	3	7	14	6	33	29	239
TOTAL	\$200,199.33	304,504	32,688	15,713	1,935	11,388	1,591	1,233	9,585	13,480	112,455

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO Pass	ECO Pass	Bike	Monthly Pass
17	\$ 39,000.09	18,526	31	60	96	1,222	26	4,605	127	1,441	8,649

RIDERSHIP	
Palm Shuttle	68
TOTAL	68

July Ridership	323,098
July Revenue	\$ 239,199.42

BUS OPERATOR LIFT TEST *PULL-OUT*

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

5-6.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JULY 2008

BUS #	DATE	DAY	REASON
9827LF	7-Jul	Monday	Lift will not deploy out - will stow in.
9835G	7-Jul	Monday	Lift stuck in out position. Worked fine during pre-trip.
9822LF	8-Jul	Tuesday	Ramp will not deploy.
8106F	8-Jul	Tuesday	Pops up while "kneeling" or doesn't go down at all.
9822LF	9-Jul	Wednesday	Ramp not working.
2303OR	10-Jul	Thursday	No beeping when kneel/lift
9832G	11-Jul	Friday	Kneel raises itself whenever front door opens.
8095F	14-Jul	Monday	Extremely hard to disengage the kneel.
9832G	14-Jul	Monday	Kneel buzzer goes off for a long time after being started (after not running for a while).
9807LF	15-Jul	Tuesday	W/C lift does not always deploy.
9813LF	16-Jul	Wednesday	Lift ramp won't deploy, have to do it manually.
9822LF	18-Jul	Friday	Ramp won't deploy unless to start pulling it up by the handle as you push the toggle.
9832G	21-Jul	Monday	Kneel starts by itself.
9809LF	21-Jul	Monday	Platform will only deploy manually.
9829LF	23-Jul	Wednesday	Wheel chair ramp gets stuck going down & moves slowly.
8100F	23-Jul	Wednesday	Kneel does not stay in kneeling position, just comes back up.
9807LF	26-Jul	Saturday	Ramp won't deploy.
9829LF	28-Jul	Monday	Ramp slow to deploy & stow.

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

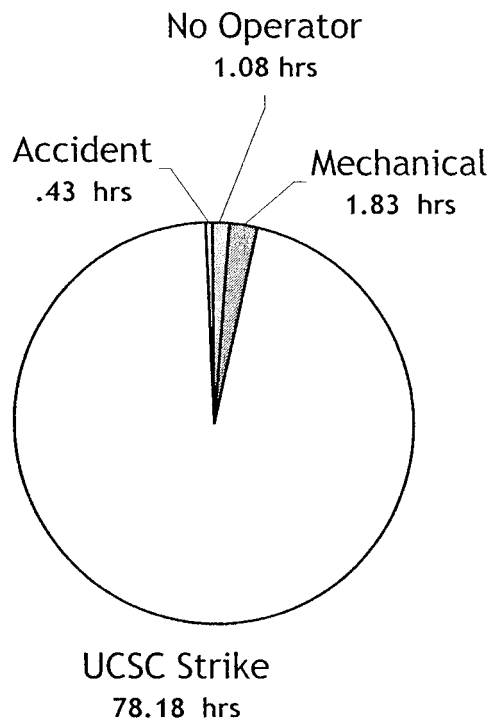
Note: Lift operating problems that cause delays of less than 30 minutes.

5-6.9

Dropped Service for FY 2009

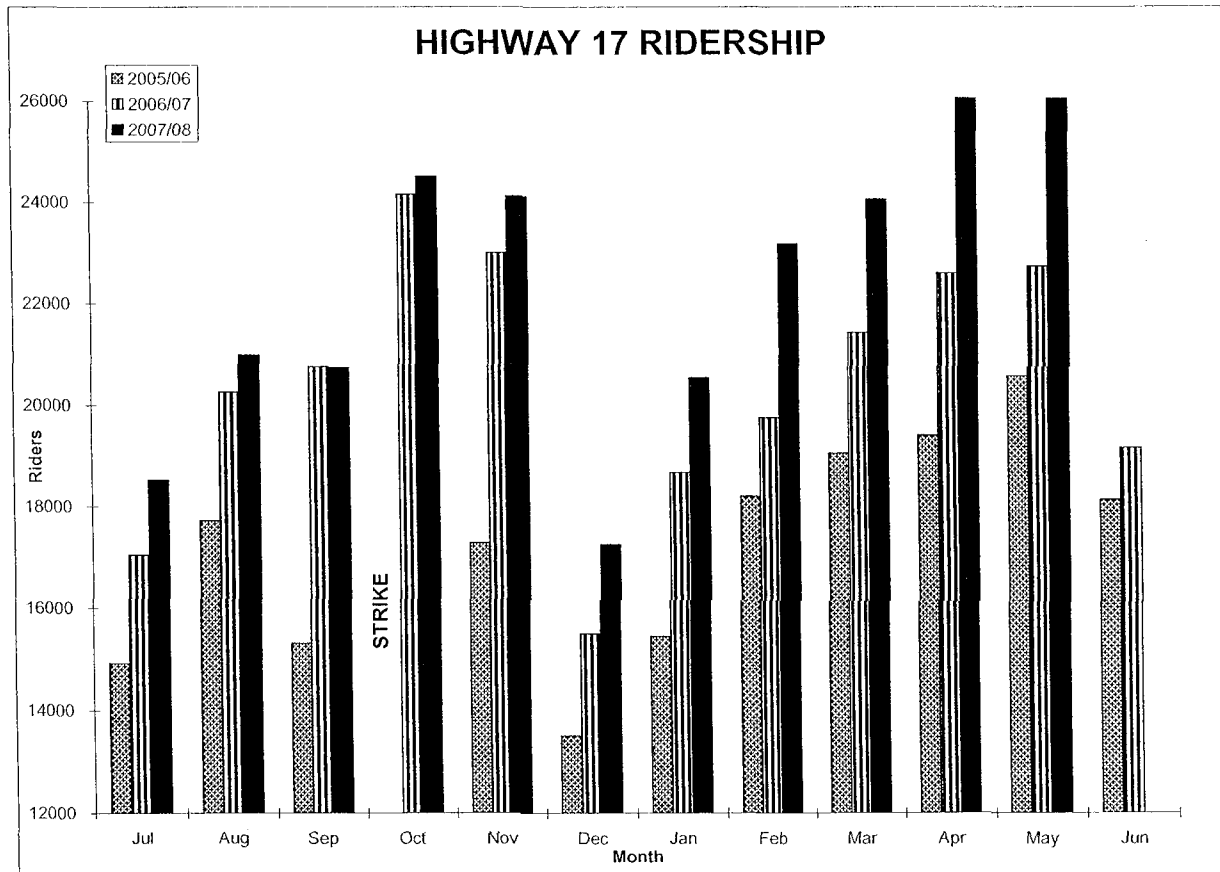
	FY 2006/07		FY 2007/08		FY 2008/09	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81
August	15.02	276.46	4.93	110.45		
September	11.30	160.72	9.00	191.05		
October	37.52	540.19	9.52	122.24		
November	37.55	477.48	3.32	45.89		
December	6.08	143.84	18.97	241.87		
January	12.24	188.23	49.20	453.86		
February	13.07	188.23	53.53	717.31		
March	7.13	133.30	22.50	315.63		
April	4.85	43.67	40.75	586.55		
May	16.00	241.42	16.40	246.82		
June	62.19	802.29	52.05	882.35		
TOTAL	227.96	3,292.71	285.70	4,004.99	81.53	1,482.81

Dropped Service Breakdown for July 2008



HIGHWAY 17 - MAY 2008

	MAY			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 148,028	\$ 139,203	6.3%	\$1,576,682	\$1,478,110	6.7%
Farebox	\$ 87,807	\$ 75,147	16.8%	\$ 819,285	\$ 756,392	8.3%
Operating Deficit	\$ 48,518	\$ 61,643	(21.3%)	\$ 628,859	\$ 651,625	(3.5%)
Santa Clara Subsidy	\$ 24,259	\$ 30,821	(21.3%)	\$ 314,429	\$ 325,812	(3.5%)
METRO Subsidy	\$ 24,259	\$ 30,821	(21.3%)	\$ 314,429	\$ 325,812	(3.5%)
San Jose State Subsidy	\$ 1,646	\$ 2,414	(31.8%)	\$ 19,275	\$ 19,328	(0.3%)
AMTRAK Subsidy	\$ 10,057	\$ -		\$ 109,262	\$ 50,765	115.2%
STATISTICS						
Passengers	26,171	22,728	15.1%	246,221	225,876	9.0%
Revenue Miles	41,271	42,343	(2.5%)	454,173	451,423	0.6%
Revenue Hours	1,548	1,588	(2.5%)	17,031	16,929	0.6%
Passengers/Day	844	733	15.1%	733	674	8.7%
Passengers/Weekday	1,002	867	15.5%	864	820	5.3%
Passengers/Weekend	514	406	26.7%	432	345	24.9%
PRODUCTIVITY						
Cost/Passenger	\$ 5.66	\$ 6.12	(7.7%)	\$6.40	\$6.54	(2.1%)
Revenue/Passenger	\$ 3.36	\$ 3.31	1.5%	\$3.33	\$3.35	(0.6%)
Subsidy/Passenger	\$ 1.92	\$ 2.82	(32.0%)	\$2.63	\$2.97	(11.4%)
Passengers/Mile	0.63	0.54	18.1%	0.54	0.50	8.3%
Passengers/Hour	16.91	14.32	18.1%	14.46	13.34	8.4%
Recovery Ratio	59.3%	54.0%	9.9%	52.0%	51.2%	1.5%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- UCSC Spring service ended on June 12, 2008.
- Overall UCSC trips for July 2008 increased by 5.3% versus July 2007.
- Student trips for July 2008 increased by 15.3% versus July 2007.
- Faculty/staff trips for July 2008 decreased by (15.5%) versus July 2007.
- Revenue received from UCSC for July 2008 was \$64,875 versus \$48,944 for July 2007, an increase of 32.5%.

III. DISCUSSION

Despite the weeklong strike by AFSCME, overall ridership and revenue was up over July of 2007. Also this year TAPS has sponsored experimental supplemental service for summer school students. That service averaged 132 students per day in July.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** UCSC Ridership Chart for July 2008
Attachment B: UCSC Student Billable Trips
Attachment C: UCSC Faculty / Staff Billable Trips

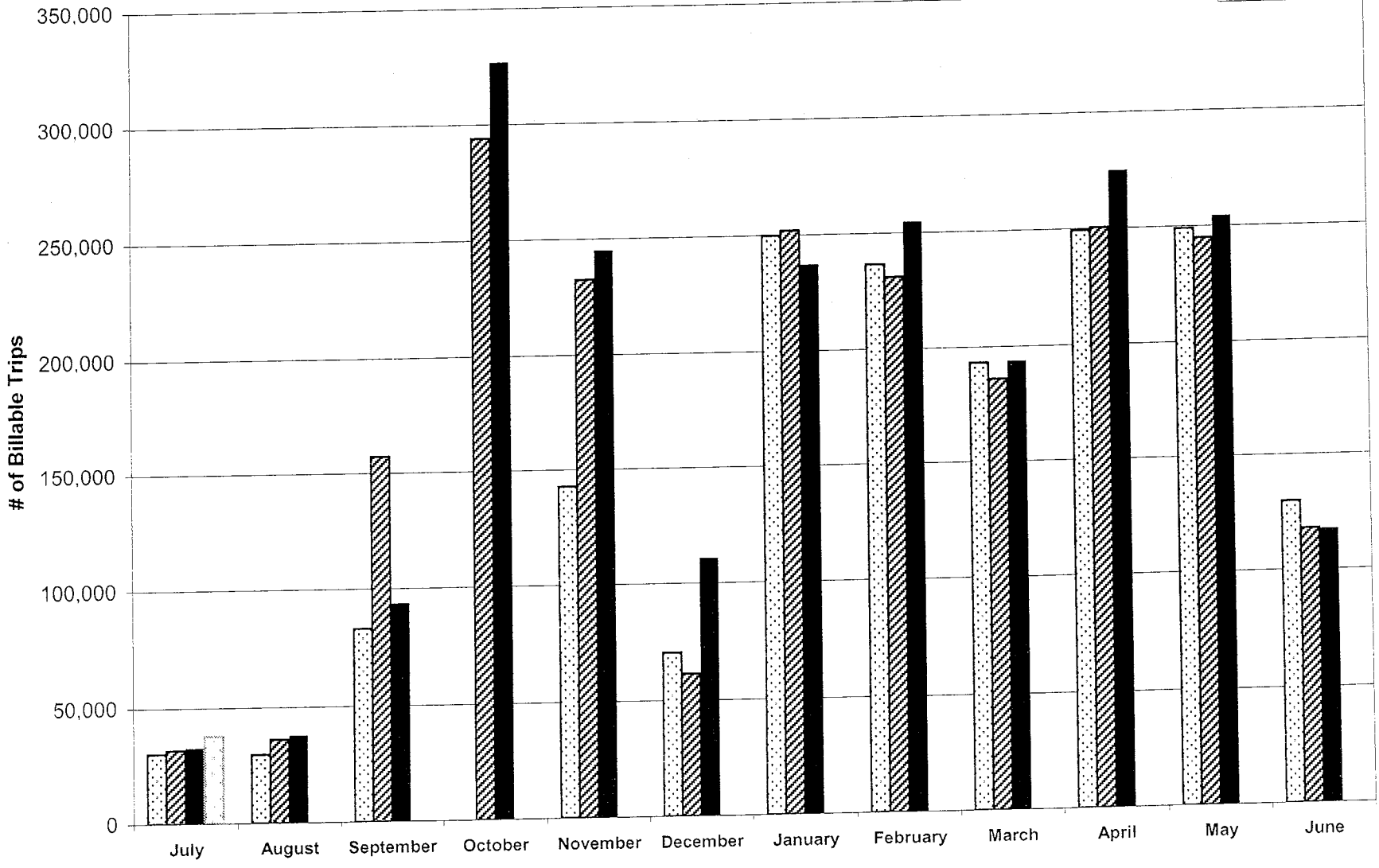
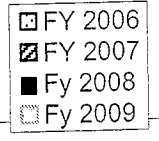
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July 2008	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School-Term Day			Average Faculty/Staff Ridership <i>Per Weekday</i>		
	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%
Regular Service	35,205	32,666	7.8%	12,818	15,702	-18.4%	-	-	-	529.5	675.6	-21.6%
Summer Supplemental	2,457	-	-	448	-	-	-	-	-	20.4	-	-
TOTAL	37,662	32,666	15.3%	13,266	15,702	-15.5%	-	-	-	549.9	675.6	-18.6%

5-8.a1

Attachment A

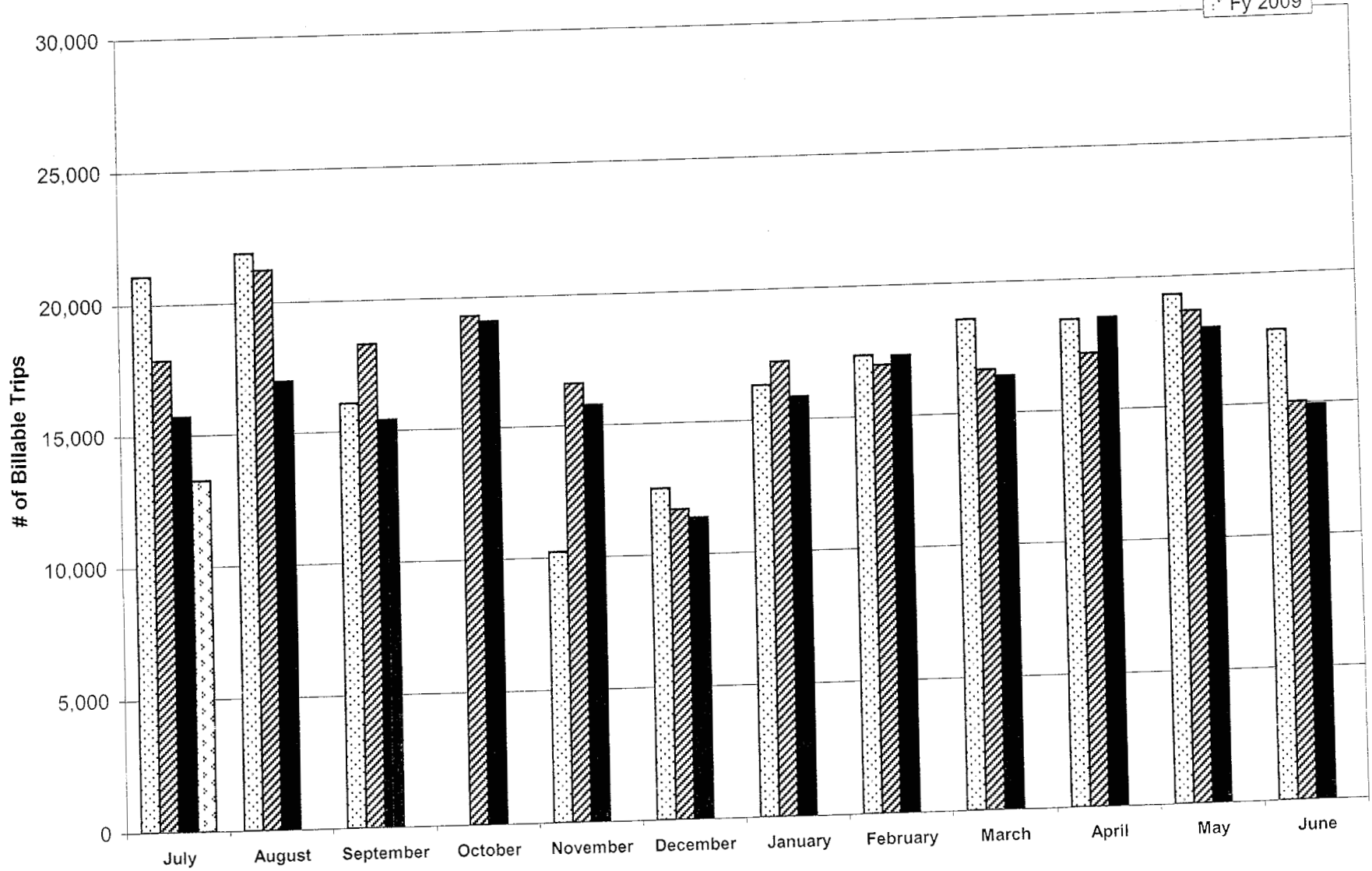
UCSC Student Billable Trips



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UCSC Faculty Staff Billable Trips

□ FY 2006
 ▨ FY 2007
 ■ FY 2008
 ▩ Fy 2009



5-8.01

Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR EMPLOYEE DENTAL INSURANCE WITH DELTA DENTAL

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for employee dental insurance for an additional two-year period with Delta Dental.

II. SUMMARY OF ISSUES

- The contract for employee dental insurance will expire on December 31, 2008.
- Delta Dental was contacted through Alliant Insurance Services (the District's insurance broker for this contract) about a renewal of the contract and what rates would apply to the next contract period.
- Delta Dental has offered a two-year contract renewal with a 2.53% rate increase over a two year period.
- District staff is recommending that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for an additional two-year period with Delta Dental to provide employee dental insurance with a rate increase of 2.53% over this two-year extension period.

III. DISCUSSION

The District provides dental insurance coverage for its employees. The current contract will expire on December 31, 2008. District's insurance broker for this contract (Alliant Insurance Services) was contacted and a new rate was negotiated with Delta Dental for a rate increase of 2.53% for a two-year contract period.

The three-tier monthly rates offered for the new contract period by Delta Dental are as follows: Employee only - \$53.01; Employee plus one dependent - \$94.77; Employee plus two or more dependents - \$163.32.

5-9.1

District staff recommends that the Board authorize the General Manager to execute a two-year contract extension with Delta Dental of California for employee dental insurance coverage. The two-year cost for this contract is estimated at \$1,032,052.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

Attachment A: Renewal Proposal Submitted by Alliant Insurance Services



DRIVER SPECIALTY GROUP

Santa Cruz Metropolitan Transit District

Renewal Discussion

2009 Plan Year

Friday, July 25, 2008

5-9.91

Attachment **A**

TABLE OF CONTENTS

Section I:	2008 Renewal History and Recap
Section II:	2009 Renewal Summary and Underwriting Considerations
Section III:	Dental Renewal Discussion
Section IV:	Long Term Disability Renewal Discussion

5-9.02

SCMTD

SECTION I: 2008 Renewal History and Recap

Renewal Period: January 1, 2008 – December 31, 2008

Dental – Delta Dental

- Delta Dental initially proposed a renewal of 10.2% over current.
- Alliant negotiated the renewal to a final increase of 6.66%.
- Renewed with Delta Dental with no plan changes.
- Accepted enhanced benefit for pregnant women and coverage for dental implants at no charge.

Long Term Disability – Assurant

- Renewed the LTD at a rate pass with no plan changes.

5-9.23

SCMTD

SECTION I: Prior Year Financial Overview

RENEWAL OVERVIEW

January 1, 2008 - December 31, 2008

LINES OF COVERAGE	Current			Renewal		Final Renewal			
			% Δ				% Δ		
Dental DPO	<i>Delta Dental</i>	\$463,526		<i>Delta Dental</i>	\$510,861	10.2%	<i>Delta Dental</i>	\$494,403	6.7%
Long Term Disability (All Classes)	<i>Assurant</i>	\$202,076		<i>Assurant</i>	\$202,076	0.0%	<i>Assurant</i>	\$202,076	0.0%
TOTAL ANNUAL PREMIUM		\$665,602			\$712,937			\$696,479	
ANNUAL DOLLAR CHANGE					\$47,335			\$30,877	
ANNUAL PERCENT CHANGE					7.1%			4.6%	

5-9.94

SECTION II: 2009 Financial Overview

RENEWAL OVERVIEW					
January 1, 2009 - December 31, 2009					
LINES OF COVERAGE	Current	Renewal	% Δ	Negotiated Renewal	% Δ
Dental DPO	<i>Delta Dental</i> \$503,286	<i>Delta Dental</i> \$516,026	2.5%	<i>Delta Dental</i> \$516,026	2.5%
Long Term Disability (All Classes)	<i>Assurant</i> \$209,162	<i>Assurant</i> \$216,807	3.7%	<i>Assurant</i> \$211,455	1.1%
TOTAL ANNUAL PREMIUM	\$712,448	\$732,832		\$727,481	
ANNUAL DOLLAR CHANGE		\$20,384		\$15,033	
ANNUAL PERCENT CHANGE		2.9%		2.1%	

5-9.95

SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: **CONSIDERATION OF CONTRACT RENEWAL FOR EMPLOYEE
LONG TERM DISABILITY INSURANCE WITH ASSURANT**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for employee long term disability insurance for an additional two-year period with Assurant.

II. SUMMARY OF ISSUES

- The contract for employee long term disability insurance will expire on December 31, 2008.
- Assurant was contacted through Alliant Insurance Services (the District's insurance broker for this contract) about a renewal of the contract and what rates would apply to the next contract period.
- Assurant has offered a two-year contract renewal without a rate increase over a two year period.
- District staff is recommending that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for an additional two-year period with Assurant to provide employee long term disability insurance without a rate increase over the two-year extension period.

III. DISCUSSION

The District provides long term disability insurance coverage for its employees. The current contract will expire on December 31, 2008. District's insurance broker for this contract (Alliant Insurance Services) was contacted and a new rate was negotiated with Assurant without a rate increase over the two-year extension period.

The current rate per \$100 will be \$1.54 based on an insurance volume of \$664,370.

District staff recommends that the Board authorize the General Manager to execute a two-year contract extension with Assurant for employee long term disability insurance coverage without a

5-10.1

rate increase over the two-year extension period. The two-year cost for this contract is estimated at \$245,552.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

Attachment A: Renewal Proposal Submitted by Alliant Insurance Services



DRIVER SPECIALTY GROUP

Santa Cruz Metropolitan Transit District

Renewal Discussion

2009 Plan Year

Friday, July 25, 2008

5-10.01

Attachment A

TABLE OF CONTENTS

Section I:	2008 Renewal History and Recap
Section II:	2009 Renewal Summary and Underwriting Considerations
Section III:	Dental Renewal Discussion
Section IV:	Long Term Disability Renewal Discussion

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SCMTD

SECTION I: 2008 Renewal History and Recap

Renewal Period: January 1, 2008 – December 31, 2008

Dental – Delta Dental

- Delta Dental initially proposed a renewal of 10.2% over current.
- Alliant negotiated the renewal to a final increase of 6.66%.
- Renewed with Delta Dental with no plan changes.
- Accepted enhanced benefit for pregnant women and coverage for dental implants at no charge.

Long Term Disability – Assurant

- Renewed the LTD at a rate pass with no plan changes.

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SCMTD

SECTION I: Prior Year Financial Overview

RENEWAL OVERVIEW January 1, 2008 - December 31, 2008

LINES OF COVERAGE	Current	Renewal	% Δ	Final Renewal	% Δ
Dental DPO	<i>Delta Dental</i> \$463,526	<i>Delta Dental</i> \$510,861	10.2%	<i>Delta Dental</i> \$494,403	6.7%
Long Term Disability (All Classes)	<i>Assurant</i> \$202,076	<i>Assurant</i> \$202,076	0.0%	<i>Assurant</i> \$202,076	0.0%
TOTAL ANNUAL PREMIUM	\$665,602	\$712,937		\$696,479	
ANNUAL DOLLAR CHANGE		\$47,335		\$30,877	
ANNUAL PERCENT CHANGE		7.1%		4.6%	

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SCMTD

SECTION II: 2009 Financial Overview

RENEWAL OVERVIEW

January 1, 2009 - December 31, 2009

LINES OF COVERAGE	Current	Renewal	% Δ	Negotiated Renewal	% Δ
Dental DPO	<i>Delta Dental</i> \$503,286	<i>Delta Dental</i> \$516,026	2.5%	<i>Delta Dental</i> \$516,026	2.5%
Long Term Disability (All Classes)	<i>Assurant</i> \$209,162	<i>Assurant</i> \$216,807	3.7%	<i>Assurant</i> \$211,455	1.1%
TOTAL ANNUAL PREMIUM	\$712,448	\$732,832		\$727,481	
ANNUAL DOLLAR CHANGE		\$20,384		\$15,033	
ANNUAL PERCENT CHANGE		2.9%		2.1%	

5-10.95

SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
**SUBJECT: CONSIDERATION OF FIXED-ROUTE RIDERSHIP REPORT FOR
FY 2008**

I. RECOMMENDED ACTION

Staff recommends Board consideration fixed-route ridership report for FY 2008

II. SUMMARY OF ISSUES

- Local fixed-route ridership for FY 2008 increased by 3.2% over FY 2007.
- Highway 17 ridership for FY 2008 increased by 10.6% over FY 2007.
- Revenue from the farebox for FY 2008 was \$5,912,922 versus \$5,714,267 for FY 2007, an increase of 3.5%.
- UCSC ridership increase 3.0% over FY 2007.
- Cabrillo ridership increased 15% over FY 2007.

III. DISCUSSION

As a result of the completion of the Short Range Transit Plan, staff has begun in track some of the suggested performance measure suggested by the consultant. This report is intended to be the first periodic report of fixed-route performance.

System wide ridership (including Highway 17 and Local Fixed-Route) increased by 3.5%. Routes having double-digit increases include Route 34 with a 36% increase, Route 3 with a 15.7% increase, Route 70 with a 14.7% increase, Routes 31 and 32 in Scotts Valley with increases of 11.5% and 13.7% respectively, and the Highway 17 Express with a 10.6% increase.

RIDERSHIP

Route 34 South Felton

The Route 34 only runs twice a day and only during the San Lorenzo Valley High school-term. It is important to note that Route 34 only carried 724 passengers over FY 2007. Because of the low ridership in FY 2007, even a small increase in the number of passengers can have a dramatic effect on the percentage increase from one year to the next.

5-11.1

Route 3 Natural Bridges

Because the Route 20 Supplemental service was cut in half in FY 2008 it is easy to assume that the Route 3 picked up some of those passengers. However a closer look reveals that University related passengers only account for 319 of the 5,507 additional rides. So it appears that the majority of the rides are the result of people making different transportation choices. Nearly every fare category shows significant increases, especially Pacific Shores, which doubled from FY 2007.

Route 70 Cabrillo

As the primary route serving Cabrillo's Aptos campus, it is not surprising that ridership on this route nearly matched the 15% increase in system wide Cabrillo rides. As ridership continues to increase on Santa Cruz County's primary corridor (the Route 71 also saw an increase of 4.5%) it may soon be necessary to increase service to prevent serious overloads and pass-bys when funds become available.

Route 31 and 32 Scotts Valley

Although these routes have suffered from anemic ridership in recent years, when combined with a 4.5% increase in the Route 35 (which also serves Scotts Valley Drive) it appears that residents and workers in Scotts Valley are rediscovering transit service. Staff also believes the significant increases to the Highway 17 reverse commute trips are due in large part to San Jose residents desiring a more economical transportation option to their jobs on this side of the hill.

Highway 17 Express

Certainly an increase of 10.6% is very significant. However, a breakdown of that number is even more compelling. There was a 7.6% increase in weekday ridership. But the number that really stands out is a 26.6% increase in weekend ridership, an increase of over 10,000 riders. The increase of six weekend trips beginning September 18 will be useful in handling these ridership increases.

AVERAGE WEEKDAY RIDERSHIP

System wide average weekday ridership for FY 2008 was 18,352 compared with a 17,940 average in FY 2007. The highest month average was October with 24,133 riders per day. The leaders were the Route 16 with an average of 2,942 riders per day, Route 71 with 2,755 riders per day and the Route 15 with 2,397 rides per day.

REVENUE PER PASSENGER

This benchmark includes money deposited in the farebox as well as tickets and passes that are billed on a per ride basis. Monthly passes and day passes *not* purchased on the bus are not counted as farebox revenue. As expected, due to the higher base fare, the Highway 17 Express had the highest revenue per passenger at \$2.09 per passenger.

WHEELCHAIR USAGE

Usage per 100,000 riders was a benchmark suggested by Wilbur Smith and Associates, Route 53 carries the most wheelchairs as a percentage of ridership primarily because of the Pleasant Care facility on Paul Minnie Road. The Route 71 provided the most wheelchair rides in total with 4,783 rides.

5-11.2

BIKE USAGE

For this report two metrics are used. First is the percentage of rider with bikes, and the second is the “per 100,000 riders metric. Together both give an overview of the heavy bike usage on METRO buses. Bike usage increased by over 30,000 on our Local Fixed Route service alone.

IV. FINANCIAL CONSIDERATIONS

V. ATTACHMENTS

Attachment A - Route-by-Route Ridership for FY 2008

Attachment B – Route-by-Route Average Ridership Per Weekday

Attachment C – Route-by-Route Revenue Per Passenger

Attachment D – Route-by-Route Wheelchair Usage

Attachment E – Route-by-Route Bike Usage

Route by Route Ridership for FY 2008

	Route	Destination	2007-08 Riders	+/- from last year
1	16	University via Laurel East	928,673	2.9%
2	71	Watsonville/Santa Cruz	874,108	4.5%
3	35	San Lorenzo Valley	492,671	4.7%
4	15	University via Laurel West	391,708	4.1%
5	10	University via High St.	320,815	5.1%
6	69W	Santa Cruz/Capitola/Cabrillo Watsonville	320,480	4.1%
7	69A	Santa Cruz/Capitola/ Watsonville	287,626	1.9%
8	17	Santa Cruz/San Jose	270,141	10.6%
9	19	University via Lower Bay	266,228	-3.7%
10	20	University via Westside	242,400	4.2%
11	66	Live Oak via 17th Avenue	196,128	0.9%
12	68	Live Oak via Broadway/Portola	127,220	2.3%
13	13	University via Walnut	118,078	2.6%
14	69	Santa Cruz/Capitola	116,380	-10.2%
15	75	Green Valley	91,586	-3.9%
16	70	Santa Cruz/Cabrillo	64,937	14.7%
17	91	Santa Cruz-Watsonville Express	59,923	-2.1%
18	4	Harvey West/Emeline	59,447	8.5%
19	72	Corralitos	46,269	-4.7%
20	27x	University Express	41,516	-
21	55	Capitola/Rio Del Mar	41,477	-0.1%
22	3	Natural Bridges	40,528	15.7%
23	74	Ohlone Parkway/Rolling Hills	36,350	7.6%
24	69N	Santa Cruz/Capitola Cabrillo Night	31,646	-3.1%
25	68N	Beach/Broadway/Portola Night	29,940	8.6%
26	79	East Lake	24,881	7.6%
27	31	Santa Cruz/Scotts Valley	23,431	11.5%
28	41	Bonny Doon	20,401	8.9%
29	88	Armory Shuttle	19,994	0.0%
30	40	Davenport	19,204	-7.0%
31	7	Beach St	14,550	-3.3%
32	42	Davenport/Bonny Doon	14,093	-1.2%
33	56	Capitola/La Selva	13,456	-1.1%
34	53	Capitola/Dominican	11,221	11.6%
35	76	Corralitos/Buena Vista	10,747	4.1%
36	54	Capitola/Aptos/La Selva	9,912	4.5%
37	12	University/Eastside Direct	8,416	-10.5%
38	32	Santa Cruz/Scotts Valley	5,601	13.7%
39	9	Prospect Heights	3,935	-12.0%
40	33	Lompico	2,862	-44.4%
41	34	South Felton	2,721	36.3%

Route by Route Ridership for FY 2008

	Route	Destination	2007-08 Riders	+/- from last year
1	34	South Felton	2,719	36.3%
2	3	Natural Bridges	40,528	15.7%
3	70	Santa Cruz/Cabrillo	64,937	14.7%
4	32	Santa Cruz/Scotts Valley	5,601	13.7%
5	53	Capitola/Dominican	11,221	11.6%
6	31	Santa Cruz/Scotts Valley	23,431	11.5%
7	17	Santa Cruz/San Jose	270,141	10.6%
8	41	Bonny Doon	20,401	8.9%
9	68N	Beach/Broadway/Portola Night	29,940	8.6%
10	4	Harvey West/Emeline	59,447	8.5%
11	79	East Lake	24,881	7.6%
12	74	Ohlone Parkway/Rolling Hills	36,350	7.6%
13	10	University via High St.	320,815	5.1%
14	35	San Lorenzo Valley	492,671	4.7%
15	71	Watsonville/Santa Cruz	874,108	4.5%
16	54	Capitola/Aptos/La Selva	9,912	4.5%
17	20	University via Westside	242,400	4.2%
18	76	Corralitos/Buena Vista	10,747	4.1%
19	69W	Santa Cruz/Capitola/Cabrillo Watsonville	320,480	4.1%
20	15	University via Laurel West	391,708	4.1%
21	16	University via Laurel East	928,673	2.9%
22	13	University via Walnut	118,078	2.6%
23	68	Live Oak via Broadway/Portola	127,220	2.3%
24	69A	Santa Cruz/Capitola/ Watsonville	287,626	1.9%
25	66	Live Oak via 17th Avenue	196,128	0.9%
26	88	Armory Shuttle	19,994	0.0%
27	55	Capitola/Rio Del Mar	41,477	-0.1%
28	56	Capitola/La Selva	13,456	-1.1%
29	42	Davenport/Bonny Doon	14,093	-1.2%
30	91	Santa Cruz-Watsonville Express	59,923	-2.1%
31	69N	Santa Cruz/Capitola Cabrillo Night	31,646	-3.1%
32	7	Beach St	14,550	-3.3%
33	19	University via Lower Bay	266,228	-3.7%
34	75	Green Valley	91,586	-3.9%
35	72	Corralitos	46,269	-4.7%
36	40	Davenport	19,204	-7.0%
37	69	Santa Cruz/Capitola	116,380	-10.2%
38	12	University/Eastside Direct	8,416	-10.5%
39	9	Prospect Heights	3,935	-12.0%
40	33	Lompico	2,862	-44.4%
41	27x	University Express	41,516	-

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Average Ridership Per Weekday

#	Route	Destination	Avg. WD Riders	Passengers Per Hour	Passengers Per Mile
1	16	University via Laurel East	2,942	73.9	6.00
2	71	Watsonville/Santa Cruz	2,755	27.1	1.55
3	15	University via Laurel West	2,397	75.6	6.40
4	35	San Lorenzo Valley	1,566	21.2	1.06
5	10	University via High St.	1,136	64.1	5.40
6	69W	Santa Cruz/Capitola/Cabrillo Watsonville	1,000	35.6	2.02
7	19	University via Lower Bay	898	62.0	4.59
8	17	Santa Cruz/San Jose	875	15.1	0.50
9	69A	Santa Cruz/Capitola/ Watsonville	844	31.1	1.70
10	20	University via Westside	796	57.1	3.81
11	13	University via Walnut	702	78.0	6.67
12	66	Live Oak via 17th Avenue	585	30.1	2.63
13	69	Santa Cruz/Capitola	448	30.7	2.79
14	68	Live Oak via Broadway/Portola	397	27.3	2.27
15	70	Santa Cruz/Cabrillo	335	32.0	2.63
16	75	Green Valley	256	19.3	1.17
17	27x	University Express	248	39.3	2.94
18	4	Harvey West/Emeline	235	32.0	3.06
19	91	Santa Cruz-Watsonville Express	223	22.1	0.91
20	72	Corralitos	183	14.4	0.70
21	55	Capitola/Rio Del Mar	164	18.5	1.22
22	3	Natural Bridges	160	19.5	1.41
23	74	Ohlone Parkway/Rolling Hills	144	15.3	0.89
24	88	Armory Shuttle	135	46.5	5.34
25	69N	Santa Cruz/Capitola Cabrillo Night	125	18.9	1.51
26	79	East Lake	98	21.5	1.25
27	31	Santa Cruz/Scotts Valley	93	16.9	0.87
28	68N	Beach/Broadway/Portola Night	86	19.4	1.36
29	41	Bonny Doon	76	14.2	0.58
30	40	Davenport	65	18.3	0.70
31	7	Beach St	57	12.3	1.10
32	56	Capitola/La Selva	53	11.4	0.51
33	12	University/Eastside Direct	49	54.1	3.85
34	42	Davenport/Bonny Doon	41	9.6	0.35
35	53	Capitola/Dominican	40	11.3	0.80
36	32	Santa Cruz/Scotts Valley	22	10.5	0.62
37	9	Prospect Heights	16	13.5	0.72
38	33	Lompico	15	13.8	0.64
39	34	South Felton	13	17.1	1.08
40	54	Capitola/Aptos/La Selva	11	6.9	0.41

Average Ridership Per Weekday

#	Route	Destination	Avg. WD Riders	Passengers Per Hour	Passengers Per Mile
1	13	University via Walnut	702	78.0	6.67
2	15	University via Laurel West	2,397	75.6	6.40
3	16	University via Laurel East	2,942	73.9	6.00
4	10	University via High St.	1,136	64.1	5.40
5	19	University via Lower Bay	898	62.0	4.59
6	20	University via Westside	796	57.1	3.81
7	12	University/Eastside Direct	49	54.1	3.85
8	88	Armory Shuttle	135	46.5	5.34
9	27x	University Express	248	39.3	2.94
10	69W	Santa Cruz/Capitola/Cabrillo Watsonville	1,000	35.6	2.02
11	4	Harvey West/Emeline	235	32.0	3.06
12	70	Santa Cruz/Cabrillo	335	32.0	2.63
13	69A	Santa Cruz/Capitola/ Watsonville	844	31.1	1.70
14	69	Santa Cruz/Capitola	448	30.7	2.79
15	66	Live Oak via 17th Avenue	585	30.1	2.63
16	68	Live Oak via Broadway/Portola	397	27.3	2.27
17	71	Watsonville/Santa Cruz	2,755	27.1	1.55
18	91	Santa Cruz-Watsonville Express	223	22.1	0.91
19	79	East Lake	98	21.5	1.25
20	35	San Lorenzo Valley	1,566	21.2	1.06
21	3	Natural Bridges	160	19.5	1.41
22	68N	Beach/Broadway/Portola Night	86	19.4	1.36
23	75	Green Valley	256	19.3	1.17
24	69N	Santa Cruz/Capitola Cabrillo Night	125	18.9	1.51
25	55	Capitola/Rio Del Mar	164	18.5	1.22
26	40	Davenport	65	18.3	0.70
27	34	South Felton	13	17.1	1.08
28	31	Santa Cruz/Scotts Valley	93	16.9	0.87
29	74	Ohlone Parkway/Rolling Hills	144	15.3	0.89
30	17	Santa Cruz/San Jose	875	15.1	0.50
31	72	Corralitos	183	14.4	0.70
32	41	Bonny Doon	76	14.2	0.58
33	33	Lompico	15	13.8	0.64
34	9	Prospect Heights	16	13.5	0.72
35	7	Beach St	57	12.3	1.10
36	56	Capitola/La Selva	53	11.4	0.51
37	53	Capitola/Dominican	40	11.3	0.80
38	32	Santa Cruz/Scotts Valley	22	10.5	0.62
39	42	Davenport/Bonny Doon	41	9.6	0.35
40	54	Capitola/Aptos/La Selva	11	6.9	0.41

	Route	Destination	Rev/Pass
1	17	Santa Cruz/San Jose Express	\$2.09
2	88	Armory Shuttle	\$1.39
3	74	Ohlone Parkway/Rolling Hills	\$1.12
4	12	University/Eastside Direct	\$1.09
5	27x	UC Express	\$1.08
6	75	Green Valley	\$1.07
7	15	University via Laurel West	\$1.07
8	16	University via Laurel East	\$1.07
9	13	University via Walnut	\$1.06
10	10	University via High St.	\$1.06
11	19	University via Lower Bay	\$1.05
12	20	University via Westside	\$1.04
13	72	Corralitos	\$1.01
14	70	Santa Cruz/Cabrillo	\$1.00
15	76	Corralitos/Buena Vista	\$0.98
16	41	Bonny Doon	\$0.97
17	71	Watsonville/Santa Cruz	\$0.96
18	91	Santa Cruz-Watsonville Express	\$0.95
19	69A	Santa Cruz/Capitola/ Watsonville	\$0.94
20	32	Santa Cruz/Scotts Valley	\$0.93
21	40	Davenport	\$0.92
22	42	Davenport/Bonny Doon	\$0.92
23	69W	Santa Cruz/Capitola/Cabrillo Watsonville	\$0.90
24	79	East Lake	\$0.88
25	68N	Beach/Broadway/Portola Night	\$0.85
26	66	Live Oak via 17th Avenue	\$0.85
27	69N	Santa Cruz/Capitola Cabrillo Night	\$0.84
28	69	Santa Cruz/Capitola	\$0.81
29	33	Lompico	\$0.80
30	3	Natural Bridges	\$0.79
31	31	Santa Cruz/Scotts Valley	\$0.79
32	35	San Lorenzo Valley	\$0.79
33	68	Live Oak via Broadway/Portola	\$0.78
34	56	Capitola/La Selva	\$0.77
35	54	Capitola/Aptos/La Selva	\$0.76
36	55	Capitola/Rio Del Mar	\$0.72
37	53	Capitola/Dominican	\$0.70
38	9	Prospect Heights	\$0.63
39	34	South Felton	\$0.62
40	7	Beach St	\$0.52
41	4	Harvey West/Emeline	\$0.50
		Average	\$0.93

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Route by Route Wheelchair Usage for FY 2008

	Route	Destination	W/C	Per 100k Riders
1	71	Watsonville/Santa Cruz	4,783	547
2	69A	Santa Cruz/Capitola/ Watsonville	2,758	959
3	69W	Santa Cruz/Capitola/Cabrillo Watsonville	2,191	684
4	66	Live Oak via 17th Avenue	1,854	945
5	68	Live Oak via Broadway/Portola	1,012	795
6	79	East Lake	872	3,505
7	55	Capitola/Rio Del Mar	847	2,042
8	35	San Lorenzo Valley	812	165
9	69	Santa Cruz/Capitola	710	610
10	75	Green Valley	707	772
11	4	Harvey West/Emeline	548	922
12	53	Capitola/Dominican	513	4,572
13	17	Santa Cruz/San Jose	461	208
14	70	Santa Cruz/Cabrillo	323	497
15	10	University via High St.	316	98
16	72	Corralitos	286	618
17	74	Ohlone Parkway/Rolling Hills	263	724
18	69N	Santa Cruz/Capitola Cabrillo Night	254	803
19	16	University via Laurel East	237	26
20	3	Natural Bridges	193	476
21	68N	Beach/Broadway/Portola Night	174	581
22	56	Capitola/La Selva	166	1,234
23	91	Santa Cruz-Watsonville Express	134	224
24	20	University via Westside	127	52
25	31	Santa Cruz/Scotts Valley	104	444
26	19	University via Lower Bay	101	38
27	7	Beach St	92	632
28	76	Corralitos/Buena Vista	65	0
29	54	Capitola/Aptos/La Selva	61	615
30	32	Santa Cruz/Scotts Valley	28	500
31	13	University via Walnut	19	16
32	15	University via Laurel West	16	55
33	42	Davenport/Bonny Doon	13	92
34	40	Davenport	8	42
35	27x	University Express	6	14
36	9	Prospect Heights	5	127
37	41	Bonny Doon	4	20
38	88	Armory Shuttle	2	10
39	34	South Felton	1	37
40	12	University/Eastside Direct	0	0
41	33	Lompico	0	0

Route by Route Wheelchair Usage for FY 2008

	Route	Destination	W/C	Per 100k Riders
1	53	Capitola/Dominican	513	4,572
2	79	East Lake	872	3,505
3	55	Capitola/Rio Del Mar	847	2,042
4	56	Capitola/La Selva	166	1,234
5	69A	Santa Cruz/Capitola/ Watsonville	2,758	959
6	66	Live Oak via 17th Avenue	1,854	945
7	4	Harvey West/Emeline	548	922
8	69N	Santa Cruz/Capitola Cabrillo Night	254	803
9	68	Live Oak via Broadway/Portola	1,012	795
10	75	Green Valley	707	772
11	74	Ohlone Parkway/Rolling Hills	263	724
12	69W	Santa Cruz/Capitola/Cabrillo Watsonville	2,191	684
13	7	Beach St	92	632
14	72	Corralitos	286	618
15	54	Capitola/Aptos/La Selva	61	615
16	69	Santa Cruz/Capitola	710	610
17	68N	Beach/Broadway/Portola Night	174	581
18	71	Watsonville/Santa Cruz	4,783	547
19	32	Santa Cruz/Scotts Valley	28	500
20	70	Santa Cruz/Cabrillo	323	497
21	3	Natural Bridges	193	476
22	31	Santa Cruz/Scotts Valley	104	444
23	91	Santa Cruz-Watsonville Express	134	224
24	17	Santa Cruz/San Jose	461	219
25	35	San Lorenzo Valley	812	165
26	9	Prospect Heights	5	127
27	10	University via High St.	316	98
28	42	Davenport/Bonny Doon	13	92
29	15	University via Laurel West	16	55
30	20	University via Westside	127	52
31	40	Davenport	8	42
32	19	University via Lower Bay	101	38
33	34	South Felton	1	37
34	16	University via Laurel East	237	26
35	41	Bonny Doon	4	20
36	13	University via Walnut	19	16
37	27x	University Express	6	14
38	88	Armory Shuttle	2	10
39	76	Corralitos/Buena Vista	65	0
40	12	University/Eastside Direct	0	0
41	33	Lompico	0	0

	Route	Destination	Bikes	% of Ridership	Per 100k Riders
1	71	Watsonville/Santa Cruz	38,341	4.4%	4,386
2	16	University via Laurel East	27,867	3.0%	3,001
3	35	San Lorenzo Valley	23,147	4.7%	4,698
4	17	Santa Cruz/San Jose	14,201	5.8%	5,812
5	69W	Santa Cruz/Capitola/Cabrillo Watsonville	11,344	3.5%	3,540
6	15	University via Laurel West	10,668	3.6%	3,610
7	10	University via High St.	10,123	3.2%	3,155
8	69A	Santa Cruz/Capitola/ Watsonville	9,346	3.2%	3,249
9	19	University via Lower Bay	8,178	3.1%	3,072
10	20	University via Westside	6,923	2.9%	2,856
11	66	Live Oak via 17th Avenue	5,358	2.7%	2,732
12	69	Santa Cruz/Capitola	3,966	3.4%	3,408
13	91	Santa Cruz-Watsonville Express	3,291	5.5%	5,492
14	68	Live Oak via Broadway/Portola	3,291	2.6%	2,587
15	13	University via Walnut	3,265	2.8%	2,765
16	70	Santa Cruz/Cabrillo	2,040	3.1%	3,142
17	41	Bonny Doon	1,938	9.5%	9,500
18	69N	Santa Cruz/Capitola Cabrillo Night	1,759	5.6%	5,558
19	75	Green Valley	1,621	1.8%	1,770
20	27x	University Express	1,571	3.8%	3,784
21	42	Davenport/Bonny Doon	1,441	10.2%	10,225
22	4	Harvey West/Emeline	1,392	2.3%	2,342
23	31	Santa Cruz/Scotts Valley	1,188	5.1%	5,070
24	68N	Beach/Broadway/Portola Night	1,130	3.8%	3,774
25	55	Capitola/Rio Del Mar	969	2.3%	2,336
26	40	Davenport	891	4.6%	4,640
27	72	Corralitos	848	1.8%	1,833
28	3	Natural Bridges	795	2.0%	1,962
29	12	University/Eastside Direct	363	4.3%	8,416
30	56	Capitola/La Selva	347	2.6%	2,579
31	53	Capitola/Dominican	329	4.6%	4,572
32	74	Ohlone Parkway/Rolling Hills	324	0.9%	891
33	54	Capitola/Aptos/La Selva	285	2.9%	2,875
34	79	East Lake	216	0.9%	868
35	76	Corralitos/Buena Vista	199	18.6%	18,592
36	7	Beach St	172	1.2%	1,182
37	32	Santa Cruz/Scotts Valley	148	2.6%	2,642
38	9	Prospect Heights	78	2.0%	1,982
39	34	South Felton	31	1.1%	1,140
40	33	Lompico	14	0.5%	489
41	88	Armory Shuttle	7	0.0%	35

Route by Route Bike Usage for FY 2008

	Route	Destination	Bikes	% of Ridership	Per 100k Riders
1	76	Corralitos/Buena Vista	199	18.6%	18,592
2	42	Davenport/Bonny Doon	1,441	10.2%	10,225
3	41	Bonny Doon	1,938	9.5%	9,500
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21	19	University via Lower Bay	8,178	3.1%	3,072
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27	32	Santa Cruz/Scotts Valley	148	2.6%	2,642
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29	56	Capitola/La Selva	347	2.6%	2,579
30	4	Harvey West/Emeline	1,392	2.3%	2,342
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34	72	Corralitos	848	1.8%	1,833
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37	34	South Felton	31	1.1%	1,139
38	74	Ohlone Parkway/Rolling Hills	324	0.9%	891
39	79	East Lake	216	0.9%	868
40	33	Lompico	14	0.5%	489
41	88	Armory Shuttle	7	0.0%	35

5-11.e2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008

TO: Board of Directors

FROM: Ciro F. Aguirre, Manager of Operations

SUBJECT: METRO PARACRUZ SAME DAY SERVICE CHANGE STATUS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On January 25, 2008 a Staff Report was issued to the METRO Board of Directors regarding a January 07, 2008 incident that transpired on ParaCruz, and recommendations from Staff to revise the policy for Same Day Service Changes.
- The new procedures would involve changes to the way Same Day Changes would be administered. Staff also solicited input from Elderly & Disabled Transportation Advisory Committee (E&D TAC) and the Metro Advisory Committee (MAC) on the issue.
- On March 28, 2008 the METRO Board of Directors held a Public Hearing on the proposed changes to Same Day Service Changes and approved Staff's recommendations.
- METRO Managers would be contacted by the ParaCruz Dispatch to make a decision regarding any changes to a Customer's destination address.
- Staff was instructed by the Board to report after six months on the frequency of Same Day Changes and the impact those changes were having on other passengers.
- This report is for information purposes only. No action is requested

III. DISCUSSION

On January 07, 2008 an incident occurred on ParaCruz prompting review of METRO's policy on Same Day Service Changes. METRO's review of the policy determined that the policy had been too strictly interpreted and applied as it related to same day service changes.

At the January 25, 2008 METRO Board meeting, staff presented the Directors with a procedure to address the issue in future instances. Staff also recommended that the proposed changes be presented to the Elderly and Disabled Transit Advisory Committee

5-12.1

(E&D TAC) and the Metro Advisory Committee (MAC) for review and input on the recommendations.

On March 28, 2008 the METRO Board of Directors held a Public Hearing on the proposed changes to Same Day Service Changes and approved Staff's recommendations outlined as follows:

- The ParaCruz Dispatcher will contact a Manager with any same day changes in a customers destination address.
- The Manager will make decisions regarding any changes to a customer's destination address that may include returning the passenger to their home location or revising the destination address with the consent of their emergency contact.
- There will be no additional charges to the rider as a result of these changes.
- The definition of Same-Day Change will not be broadened, nor will same day change language in the ParaCruz Guide be altered.
- Decisions for same day changes are to be made at the Managerial level to add a level of consistency to the decisions.

Staff was instructed by the Board to report after six months on the frequency of Same Day Changes and the impact on other passengers.

Tracking of Same Day Changes performed as of April 1, 2008 to present consisted of 19 instances to which ParaCruz Management conducted changes to the customers destination address. In each of these instances, the Manager's decision consisted of either taking the Customer to an alternate destination or returning the Customer to their point of origination.

Due to the infrequency of these situations, there have not been any recorded or reported instances that the changes implemented have impacted other customers detrimentally, nor have the changes significantly impacted ParaCruz service performance. From a Customer Service standpoint, the implemented Same Day Service Change procedure has been well received.

IV. FINANCIAL CONSIDERATIONS

Due to the infrequency of Same Day Service Changes, there are no significant financial impacts to the ParaCruz Budget.

V. ATTACHMENTS

NONE

5-12.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
SUBJECT: CUSTOMER COMPLAINT INVESTIGATION

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On August 19, 2008 METRO received a Customer letter outlining several issues regarding “extreme routing difficulties.”
- Customer expressed several concerns regarding service from Scotts Valley to Pacific Station in downtown Santa Cruz specific to time points and inability to make connections from the route 35 to the route 71 and vice versa.
- Customer expressed dissatisfaction regarding unavailability of regular bus service on holidays.
- Customer noted that Scotts Valley residents did not have an outlet to purchase METRO tickets and passes.
- Customer claimed insufficient seating to be a major problem due to “students, bicycles, and wheelchairs” on the route 35.
- METRO Staff conducted a field review of the reported situation and held a discussion with Customer regarding concerns and expectations.
- METRO Staff has implemented a monitoring process to gather additional data and a contingency plan to assist customers in making their connections from the first AM route 35 to the northbound Highway 17 and southbound route 71.
- This report is for information purposes only. No action is requested

III. DISCUSSION

On August 19, 2008 a Customer letter was received by METRO outlining several issues relative to bus scheduled service being late on the route 35 servicing Scotts Valley, and missed transferring connections to the route 71 at Pacific Station in Downtown Santa Cruz, the same situation being expressed for the return trips.

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Additionally, there were concerns expressed regarding suspension of regular bus service on holidays, inability to purchase bus tickets and passes in Scotts Valley, unavailability of seating on some trips due to overabundance of passengers using the service, and a variety of other concerns.

On August 29, 2008 a field review of the first AM route 35 trip (5:43am) was coordinated with METRO Supervisors to monitor schedule performance in Scotts Valley. While awaiting the arrival of the route 35 at the Whispering Pines, Mt. Hermon Rd bus stop, a discussion was held by the Supervisor with the author of the letter awaiting the route 35.

The Customer proceeded to explain to the Supervisor that she was frustrated with the service because the bus was usually late, did not service the Cavallaro Transit Center, located across from her residence, and had to walk to the Whispering Pines bus stop on Mt. Hermon Rd. These conditions required her to be at the bus stop at 6:10am, two hours before her scheduled report time at work in Aptos.

The Customer also explained that she could take the next route 35 (6:30am), arriving at Whispering Pines bus stop at 7:00am, but the bus was always delayed around San Lorenzo Valley School and Highway 9 due to the many students using the bus resulting in missed connection with the route 71 at Ocean and Water St.

During the discussion, several riders arrived to wait for the Highway 17 and route 35, and confirmed that the 6:10am route 35 arrived late at the Whispering Pines, Mt. Hermon Rd. stop. None of the other issues conveyed in the correspondence were mentioned to the Supervisor.

The Supervisor expressed that action would be taken in an effort to resolve the route 35 tardiness issues, that were within METRO's control, and that monitoring of the situation would take place in an attempt to improve connections.

In an effort to mitigate reported tardiness and transfer issues the following steps have been initiated and effectiveness will be monitored for a one-month period:

- Operators assigned to block 3501 (first schedule on route 35) have been apprised of reported situations.
- Supervisors will ensure proper departure from Operations Base of block 3501.
- Operators on block 3501 are to perform a Radio Check prior to departure from the Mountain Store.
- Requests to hold for transferring passengers from the route 35 to routes 17 or 71 will be communicated, and performed whenever possible.

A similar monitoring process will be applied to block 3502 (second schedule on route 35) to determine impact on schedule in the area of San Lorenzo Valley School and Highway 9 as noted by the Customer.

The information accumulated will be used to determine if any adjustments to these AM trip schedules are merited.

5-13.2

The reverse commute issues mentioned by the Customer were also monitored due to delays in the route 71 from Watsonville to Santa Cruz. The delays noted were consistent with increased ridership (boarding and alighting), traffic congestion prevalent during peak commute travel hours exercised by the Customer, and various construction projects. These circumstances were reviewed by staff, but considered beyond METRO's control.

In Fall of 2004, service reductions eliminated the route 36 Express into Scotts Valley, and service adjustments were made to blocks 3501, 3502, 3503 (first three AM route 35's). The service adjustment consisted of bypassing the Cavallaro Transit Center, at a time savings of 5 to 7 minutes per trip, continue servicing the Whispering Pines, Mt. Hermon Rd. bus stop that was, and currently is, a stop for the Highway 17. It was determined that the time saved would provide additional time to make connections at Pacific Station.

Research into Customer expressed dissatisfaction regarding unavailability of regular bus service on holidays revealed the following:

- METRO has never run regular bus service on Thanksgiving Day, Christmas Day or New Year's Day.
- METRO's regular bus service for Memorial Day, Independence Day and Labor Day was suspended since 1994 due to budget constraints.
- METRO provides weekend level service on Martin Luther King, Jr. Day, full service on President's Day with the exception of school-term service, and weekend level service on the Day after Thanksgiving.
- METRO's Highway 17/AMTRAK service operates on all holidays and is funded from a Joint Powers Agreement.

For both the schedule adjustments performed on the first three AM route 35's, and the suspension of service on the above-mentioned holidays, public input was solicited, and approval from METRO's Board of Directors was obtained prior to implementation.

With respect to the Customer's concern regarding ticket and pass sales outlets in Scotts Valley, Staff, previous to this complaint, has been actively engaged in seeking an establishment willing to provide Bus Ticket and Pass sales. On August 22, 2008 a retail outlet, Epic Adventure Games, in the Kings Village Shopping Center, expressed interest in providing bus ticket and pass sales. A meeting to discuss further details is being coordinated with METRO's Ticket and Pass Specialist and the proprietor.

IV. FINANCIAL CONSIDERATIONS

NONE AT THIS TIME

5-13.3

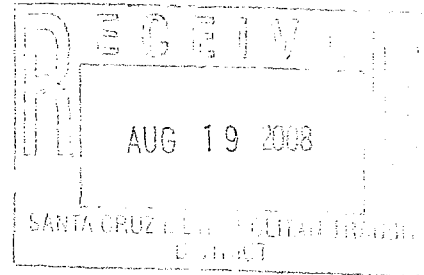
V. ATTACHMENTS

Attachment A: August 19, 2008 Customer Letter

Attachment A

August 18, 2008

Members of the Santa Cruz Metro Board
370 Encinal St, #100
Santa Cruz, CA 95060



Dear Members:

I am writing to ask your help with the extreme routing difficulties that working people aged 40-65 are having in trying to get to their jobs. We have repeatedly asked for help from the Metro and have not received any response.

I lost my job in Santa Cruz due to the poor service routes from Scotts Valley. I am age 54 and cannot drive. I finally got a job in Aptos and now must get up at 4:00 am in order to get to my 8:00 am job. I leave work at 4:50 pm and often cannot get home before 7:00pm. This is ALL due to the failure of the drivers to be able to meet the very, very poor routing schedules forced upon them. They do their best and should receive commendations. The routers need to find other jobs. I have to catch the 6:10 am bus from the Starbucks shack on Mt. Hermon. The bus will not go the empty vacant transit center, which I actually live right behind. Then I have to sit at the metro for 20 minutes for the 71 and that is a 45 minute trip to Aptos. I should be able to take a later bus and connect with the 71 but it cannot be done because the 35 is always too late to catch the 71. The printed schedule is a lie. I will really suffer when winter comes. Coming home is the reverse - any stop for bicycles and/or wheelchairs and I cannot catch my connection and stand at Ocean and Water for 40 minutes. It is becoming unbearable and winter frightens me. The long days hurt. I am alone in this commute nightmare.

I am one of over 30 people, none of us under age 40, stuck with this nightmare of a commute. One man is in his early 60's and works at Dominican Hospital. He is a Vietnam vet with a son in Iraq. He works 4 days on and 3 days off and on the weekends he must pay \$45.00 for a TAXI! So must all the lab workers, hospital technicians, food, hotel and vet people. They pay more than they make to get to work by TAXI on weekends because Santa Cruz metro does not care. The misery is deep and I cannot begin to tell you how unhappy and scared people are..

Now come the holidays - same thing! On Martin Luther King day, the very people the holiday is intended to honor are taking \$45.00 taxi rides - including me - to try to get to work. That is a terrible thing to do to us and we are not paid nearly as much as metro employees are and no benefits. Rosa Parks would be unable to get to work and back by Metro and would have lost her job as many of us have..

The Hwy 17 buses do run on weekends and holidays and those are people who work over the hill and not in Santa Cruz. They get service from the Metro as do the schools. Especially the schools. We working SANTA CRUZ people do not. The two express buses that used to run between Santa Cruz and Scotts Valley were taken away - another kick in the face to Santa Cruz workers. We have complained many times to the Metro and no one answers. Time to picket? Time to get a petition and publicity? Time to go to a senior legal center for help? We are stating with you. Giving you a chance.

5-13.91

Another issue is that you cannot buy a bus pass in Scotts Valley and we are forced to order by mail every month. The vacant bus station is a sad joke and those of us that forced to walk past it from our homes to the Starbuck shack on Mt Hermon road are not amused. We are very afraid of the coming winter and the darkness. The lack of light and safety and decent routing.

Seating is another major problem. The commute buses needed for WORKERS in the morning and evening are packed with students. Bicycles. Wheelchairs. No connections can be made and people are losing their jobs and getting reprimands for lateness. Three county employees were reprimanded several times because the new route for pick up in Scotts Valley brings them to work 10 minutes late instead of 10 minutes early. Two have now quit and left Santa Cruz -- yes, because of that reason. Again, many complaints have been filed and the metro does NOT care.

I have talked to so many tired, angry working people. We do not deserve how we are treated on the buses . There needs to be more routes between 6 and 9 am and 4 and 6 pm. Especially the routes 35 and 71. Metro knows and Metro does not care. You CANNOT keep forcing the terrible overcrowding either. Someone will be injured and it would be so easy to ignore.

This letter is give the board a chance. Obviously, it may be necessary to send a copy to the governor and to request help from senior resources. It is up to you. We are angry, tired and frightened and there are a lot of us. Please listen. Please help.

Thank you,



Kathryn Handforth

5-13. a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 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

- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property.
 - Preparations for site pavement and painting exterior walls are commencing.
 - Waiting for AT&T to install telephone lines. Installation is scheduled for September 23, 2008.
 - Elevator installation is in the final stages of completion and awaiting phone lines from AT&T to complete.
 - Sidewalk preparation is occurring on the Vernon Street side.
 - West Bay is assembling the shelves for the parts room.
- Operations Building
 - RNL Design is working on the re-package of the Operation Building.
- Vernon Administration Building
 - Request for proposals was sent out and METRO received six bids. METRO will be interviewing the top three firms.

III. DISCUSSION

West Bay Builders is continuing site work on 120 Golf Club Drive. PG&E completed the installation of the transformer and emergency generator. The building has electrical power for testing all the equipment. West Bay has given the training for the emergency generator as it was powered up on September 19, 2008. Other training will be schedule when the work is complete.

METRO is waiting for AT&T to install telephone lines which is necessary for the elevator and alarms. After numerous communications with AT&T, AT&T has scheduled for final connection on September 23, 2008. AT&T has assured METRO that it will be complete this week.

West Bay is preparing for site pavement, sidewalk on the Vernon Street side, and painting exterior walls. Interior work continues such as part rooms shelving, conduits, painting, elevator,

5-14.1

and other punch-list items. Coordination for shelving in parts room is being provided so that efficiency can be achieved.

A field directive has been given to West Bay Builders for work on Vernon Street. This work constitutes extending conduits under the street for telecommunication cables between Maintenance Building and the Vernon Administration Building. This work is complete.

In regards to the Operations Building, RNL Design is continuing to work on the re-package. Once this is at 65% completion, Harris & Associates will review and comment on the drawings and specifications. RNL Design's team has begun coordination of all the drawings and specifications.

Information for the MetroBase Project can be viewed at <http://www.semtd.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:

- West Bay Builders continuing site work on 120 Golf Club Drive property. Preparation of site concrete, exterior wall painting, and Vernon sidewalk
- RNL Design continuing to work with the Operations Building re-package.
- A&E firms will be interviewed for Vernon Administration Building

Previous information regarding the MetroBase Project:

A. Maintenance Building (IFB 06-01)

- West Bay preparation on site concrete and exterior wall painting.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000.
- Weekly Construction Meetings.

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Maintenance Building, Operations Building, and Vernon Administration Building Components of the MetroBase Project are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

NONE

5-14.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the August 7, 2008 Regular SCCRTC Meeting
Attachment B: Minutes of the August 21, 2008 Transportation Policy Workshop

5-15.1

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

MINUTES

**Thursday
August 7, 2008**

The Meeting was called to order by Chair Tony Campos at 9:03 am.

1. Roll Call

Members Present:	Jan Beautz	Emily Reilly
	Antonio Rivas	Dene Bustichi
	Tony Campos	Dale Skillicorn (Alt.)
	Andy Schiffrin (Alt.)	Emily Reilly
	Randy Johnson	Donald Hagen (Alt.)
	Ellen Pirie	Mark Stone
	Dave Murray (Alt.)	

Staff Present:	George Dondero	Yesenia Parra
	Luis Mendez	Kim Shultz
	Grace Blakeslee	Cory Caletti
	Rachel Moriconi	Tegan Speiser

2. Oral Communications

Commissioner Rivas announced that the Harkins Slough Bridge is now open. He also thanked the commission for its funding for this project.

Commissioner Johnson welcomed everyone to Scotts Valley.

Jack Nelson shared that he recently visited Minneapolis and was able to enjoy a bike ride on the newly developed Greenway Bike Trail. He encouraged the Commission to use this new development as a benchmark for future developments in Santa Cruz County.

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero announced that there would be a Closed Session to discuss the Rail Acquisition project. He also stated that there were hand-outs for Items 19 and 20 and additional pages for Item 23.

CONSENT AGENDA

(Approved Unanimously Schiffrin/Rivas)

4. Approved Draft Minutes of the June 5, 2008 Regular SCCRTC Meeting
5. Approved Draft Minutes of the June 19, 2008 Transportation Policy Workshop Meeting

POLICY

No Consent Items

PROJECTS and PLANNING

6. Accepted FY 07-08 Fourth Quarter SCCRTC Work Program Report
7. Approved Bicycle Committee and Staff Recommendations Regarding Appointments to the SCCRTC Bicycle Committee

COMMISSION BUDGET AND EXPENDITURES

8. Accepted Status Report on Transportation Development Act (TDA) Revenues
9. Approved Out of State Travel for Staff

ADMINISTRATION

10. Approved Staff Recommendation Regarding Lease Negotiations for the RTC Offices Located at 1523 Pacific Ave.

COMMITTEE MINUTES

11. Accepted Draft Minutes of the June 10, 2008 Elderly & Disabled Transportation Committee Meeting
12. Accepted Draft Minutes of the June 12, 2008 Budget and Administration/Personnel Committee Meeting

INFORMATION/OTHER

13. Accepted Monthly Meeting Schedule
14. Accepted Correspondence Log
15. Accepted Letters from SCCRTC Committees and Staff to Other Agencies

5-15.92

- a. Letter to Don Lauritson, City of Santa Cruz Redevelopment Agency Regarding the Initial Study on the Proposed Courtyard Marriot Hotel.
 - b. Letter to Mathew Johnston, County of Santa Cruz Regarding Mitigated Negative Declaration for the Proposed Santa Cruz Medical Foundation Office Building on Chanticleer Avenue in Santa Cruz County
 - c. Letter to Don Lauritson, City of Santa Cruz Redevelopment Agency Regarding Revised Draft Environmental Impact Report (DEIR) for the La Bahia Hotel
16. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
17. Accepted Information Items
- a. Caltrans News Release Regarding the Reopening of Branciforte Ave Over crossing on July 24, 2008
 - b. Letter from the Santa Cruz Metropolitan Transit District Regarding Support of the Community Bridges Application for Funding under Section 5317- New Freedom Program
 - c. US Department of Transportation News Release Regarding the Bush Administration's New Approach for America's Transportation Future

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No Agenda Items

REGULAR AGENDA

18. Commissioner Reports

Commissioner Johnson announced that the Scotts Valley Art and Wine festival is happening over the weekend at Sky Park.

19. Director's Report

Executive Director George Dondero stated that to-date staff has made 27 presentations as part of the Speakers Bureau outreach and two more are planned for early September which will conclude the presentations for the first phase. He said that staff is working with local radio and community TV as a way to keep the public informed about the RTC's programs and projects. He reported that Santa Cruz Metropolitan Transit District (METRO) has asked the RTC to join their outreach effort to get public reaction to a possible restructuring of METRO's fixed route service. He noted that recent hikes in fuel cost have increased interest in ridesharing, vanpools and other transportation alternatives.

He announced Rideshare Week and Bike to Work/School Day which are both scheduled for October and noted that staff will be actively involved in Rideshare Week along with two other counties. He also noted the rotational art display in the RTC office and encouraged commissioners to take a look at the display when they are in the office.

5-15.a3

20. Caltrans Report

David Murray stated that the hand-out was a press release announcing that guide signs would be installed along Highways 1 and 17 in Santa Cruz and that this work would require some road closures. He also gave an update on the Mission Street bicycle signage stating that the order has been delayed due to state budget uncertainties. He said that once the budget is finalized, the signage order would probably go through.

21. Hwy 1 Projects - Status Report

Senior Planner Kim Shultz presented the staff report. He reiterated the Executive Director's comments on the Speakers Bureau presentations. He reported that a more detailed update on Hwy 1 projects would be presented at the September 4th Commission meeting. Staff was asked to include clarification on what legal role the RTC will play on the Highway 1 HOV Lanes project.

22. Draft Request for Proposals (RFP) for the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan and Program Level Environmental Analysis

Senior Planner Cory Caletti presented the staff report giving a brief project summary. She reminded the Commissioners that this project is envisioned to be a multi-use recreational, interpretive and transportation pathway for bicyclist and pedestrians that will span the coast of the Monterey Bay National Marine Sanctuary in Santa Cruz County. She also reviewed the funding available for this project noting \$4.24 million in federal appropriations and a commitment from the RTC of \$2.24 million of locally controlled funds. She reported that staff has been working with the Budget and Administration/Personnel Committee since May 2006 on the preparation of the Request for Proposals (RFP). She stated that the RFP was reviewed by the Budget and Administration/Personnel Committee and that their comments were incorporated in the proposal.

Staff responded to Commissioner questions regarding funding stating that the \$250,000 would cover the plan and that the plan would come back to the Commission for approval. Commission Alternate Schiffrin commented that the Budget and Administration/Personnel Committee spent a lot of time reviewing the RFP to ensure that all interested parties were given the opportunity to review and comment.

Jack Nelson shared that Minneapolis traffic counts showed 435,000 bicycle trips on a 5.5 mile corridor for a two month period. He urged the Commission's support for this project.

Commission Alternate Schiffrin moved and Commissioner Pirie seconded to approve the Budget and Administration/Personnel Committee and staff recommendation to release the Request for Proposals (RFP) for the Monterey

Bay Sanctuary Scenic Trail (MBSST) Network Master Plan and Program Level Environmental Review.

23. State and Federal Legislation and State Budget

Senior Planner Rachel Moriconi presented the staff report giving an update on state and federal legislation. She discussed SB 375 stating that Senator Steinberg released several amendments to the bill. She reported that many of the RTC concerns were addressed with these amendments but that there are items that still need to be considered, including the concern regarding sales tax measures. The RTC proposed that these measures not be impacted until 2020 and Senator Steinberg is proposing implementing the requirements outlined in the bill as soon as 2010.

Ms. Moriconi discussed AB 32 and stated that some of the concerns identified are similar to those listed for SB 375 in that there are several unfunded mandates.

Ms. Moriconi stated that the state budget is still no where near being resolved. She reported that borrowing money from Proposition 42 is still on the table. However, the Governor is trying to avoid this by proposing a one-cent sales tax measure. She also reported that the California Transportation Commission (CTC) would be unable to meet their AB 3090 obligations if the Proposition 42 money is not allocated.

On the federal level, Ms. Moriconi reported that the highway trust fund would be depleted by the end of 2008. However, the House has approved an \$8 million dollar transfer from the general fund to the highway trust fund.

Ms. Moriconi responded to Commissioner questions regarding the development of a blueprint and stated that AMBAG is the lead agency and would be working with Santa Cruz County community members in the development of the blueprint.

Staff was asked to update the Commission on the developments of SB 375 at the August 21, 2008 Transportation Policy Workshop meeting.

24. Review of Items to be Discussed in Closed Session

Executive Director George Dondero reported that the Closed Session item was a discussion on the Branch Rail Line Acquisition.

25. Oral and Written Communications Regarding Closed Session -None

The RTC adjourned to closed session at 10:58 am

CLOSED SESSION

26. Conference with Real Property Negotiator Pursuant to Government Code 54956.8 for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

5-15.a5

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

The RTC reconvened to open session at 12:03.

27. Report on Closed Session

Chair Tony Campos reported that the Commission has come to an agreement in principle with Union Pacific for the purchase of the Branch Rail Line in the amount of \$14.2 million dollars. He also reported that the Commission is preparing a news release announcing this agreement.

28. Next Meetings/Adjournment at 12:15

The next Transportation Policy Workshop is scheduled for Thursday, August 21, 2008 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, September 4, 2008 at 9:00 a.m. at the Santa Cruz County Board of Supervisor Chambers, 701 Ocean St., Santa Cruz, CA

Respectfully submitted,

Yesenia Parra, Staff

ATTENDEES

Mark Dorfman
Randy DeShazo
Jack Nelson
Cliff Walters
Catherine Patterson Valdes

SCMTD
AMBAG
Community Member
Sierra Railway
LiftLine/CTSA

Santa Cruz County Regional Transportation Commission (SCCRTC)

Transportation Policy Workshop

MINUTES

Thursday August 21, 2008

9:00 a.m.

SCCRTC Conference Room

1523 Pacific Avenue, Santa Cruz

Called to order at 9:02 by Commissioner Randy Johnson, Chair

1. Introductions

Self Introductions were made

Members Present: Marcela Tavantzis, Pat Spence, Ellen Pirie, Kirby Nicol, Mark Stone, Randy Johnson, Neal Coornerty, Tony Campos, Dene Bustichi, Ed Porter, Jan Beautz

Members Absent: Antonio Rivas

Staff Present: Luis Mendez, George Dondero, Yesenia Parra, Karena Purshnik, Kim Shultz, Erich Fredrich, Tegan Speiser

2. Review of Items to be Discussed in Closed Session

Commissioner Randy Johnson stated that Acquisition of the Santa Cruz Branch Rail Line would be discussed in closed session.

3. Oral and Written Communication Regarding Closed Session

Cliff Walters congratulated the Commission on the progress for the purchase of the Branch Rail line. He stated that although significant work has been accomplished a lot more work lays

5-15.b1

ahead. He stated that this is the appropriate time to do all the negotiations with Union Pacific and urged the Commission to do its due diligence work to hire the appropriate freight service consultant.

Closed Session

Commission adjourned to close session at 9:05

4. Conference with Real Property Negotiator Pursuant to Government Code 54956.8 for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator:	Kirk Trost, Miller, Owen & Trost
Negotiation Parties:	SCCRTC, Union Pacific
Under Negotiation:	Price and Terms

Reconvene to Open Session

Commission reconvened to open session at 9:47

5. Report on Closed Session-None
6. Oral Communications

Jack Nelson congratulated the Commission for progress on the purchase of the Santa Cruz Branch Rail Line. He shared that Minneapolis received funding to add 45 miles of bike way to the Greenway Bike Trail.

Executive Director George Dondero reported that talking points on the State Budget were sent to Commissioners to be used as a guide when contacting their legislators. He also reported that the Governor released a compromise proposal which leaves the prop 42 funds in tact. However, the budget is not finalized.

7. Additions/Deletions to the Agenda- None

Consent Agenda

(Pirie, Tavantzis unanimous)

8. Accepted FY 2008 Section 5310 Scores (Resolution)

5-15.62

Regular Agenda

9. Senate Bill 375 Amendments and Consideration of Changing RTC Position

Executive Director George Dondero reported that SB375 was amended on Monday, August 18 with very few changes to address the RTC concerns. Staff sent a letter to Assembly member Ana Caballero stating the RTC's continued concerns. He also reported that Senator Steinberg did not agree on the request to extend the time line on tax measure projects and that the SB375 regulations would take effect in 2009.

No action was taken at this point

10. Santa Cruz Branch Rail Line Acquisition Project Status Report

Deputy Director Luis Mendez presented the staff report noting that the timeline shows completion of the rail line acquisition in December 2008. He said that as due diligence work items are made public the website address where they can be found will be added to the matrix. He reported that staff and consultants are interviewing freight service consultants and will make a hiring recommendation to the RTC.

Commissioners discussed the timeline and asked that some detail be added including Caltrans review and purchase of liability insurance.

Commissioners discussed concerns with the terms and conditions of the Coastal Conservancy loan and asked that staff provide a copy of the agreement in a staff report for next month's meeting.

Commissioners also discussed whether the RFP for shortline freight service requires some revision to clarify that the RTC is not pursuing passenger rail service.

Bill Comfort asked that the Commission think about where the Brach Rail line falls on the priority list of transportation projects and about the limited funds available and if these funds are sufficient to repay the Coastal Conservancy loan. He requested that Executive Director George Dondero reply to his letter of May 1st regarding public release of information on this project and that the Commission allow a 60 day review period on documents that are released to the public. Mr. Comfort also asked whether the

5-15.63

negative declaration for this project is really adequate. Mr. Comfort added that the acquisition of the rail line is an attractive nuisance due to liability concerns. He requested that staff provide the cost of the liability insurance and clarify the legal responsibility the Commission will have related to accidents that may occur on the tracks.

Executive Director George Dondero stated that Mr. Comfort's letter of May 1st raised issues that required review by legal counsel and that a response letter will soon be mailed to him.

Commissioner Bustichi responded to Mr. Comfort stating that the Commission agrees that it is important to release information to the public as soon as possible to allow for adequate review. He stated that some information is not legally available for release because it is proprietary. Commissioner Campos added that the RTC is not trying to hide anything, will work to provide as much information to the public as possible and that it is important to work together as a team and not adversaries.

Cliff Walters stated that the Commission's freight rail service consultant should review all issues relating to the provision of freight service and not just the shortline RFP.

Marilyn O'Rourke asked a list of questions including what contingency plan is in place, if any, for funding to cover such things as accidents and earthquakes; if the RFP would require that the shortline operator accept the contract for a set amount of time to avoid having a track without an operator; what maintenance is required and who is responsible for the maintenance if the track was characterized as a Class 1 track; when the environmental review for a trail would begin; and the meaning of "practicable" with relation to the release of information to the public. She also urged the commissioners to prohibit the transportation of hazardous materials and stated that she prefers a 60-day public review period for information relating to this project.

Gerardo Montesino stated that the RTC is purchasing a fixer upper at a great price and that improvements need to be made and considered.

Commissioners asked staff to prepare the responses to the public questions asked today and present them at a future commission

5-15.64

meeting. Staff reminded the commission that some question may not be able to legally be addressed due to negotiations still underway with Union Pacific and the need to still complete some due diligence work.

11. Next Meetings / Adjournment - 10:31 am

The next SCCRTC meeting is scheduled for Thursday, September 4, 2008 at 9:00 a.m. at the Santa Cruz County Board of Supervisor Chambers, 701 Ocean St., Santa Cruz, CA

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

The next Transportation Policy Workshop is scheduled for Thursday, August 21, 2008 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA

Respectfully submitted,

Yesenia Parra, Staff

ATTENDEES

Jack Nelson	Community Member
Cliff Walters	Sierra Ry
Donna Ziel	
Catherine Patterson Valdez	Community Bridges/LiftLine
Bonnie Morr	UTU
Edwardo Montesino	UTU
Bill Comfort	
Marilyn O'Rourke	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 26, 2008

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF NOTICE OF INTENTION TO AMEND SANTA CRUZ METRO'S CONFLICT OF INTEREST CODE AND SCHEDULING 45-DAY COMMENT PERIOD

I. RECOMMENDED ACTION

Issue a Notice of Intention to Amend Santa Cruz METRO's Conflict of Interest Code, Approve 2008 Local Agency Biennial Notice and Schedule a 45-day comment period to begin October 28, 2008 and conclude December 11, 2008.

II. SUMMARY OF ISSUES

- Every agency, including all local government agencies and special districts are required by Government Code §87300 to adopt and promulgate a Conflict of Interest Code
- The Conflict of Interest Code must be reviewed every two years and amended when circumstances change, such as when new positions are created or duties of existing positions change.
- In December, 2006 the Board decided that METRO's Conflict of Interest Code be consolidated into one document and that it be updated and amended to include all appropriate designated positions.
- At this time, an Amendment is required as there are new positions, or titles to positions have changed. Additionally, consultants need to be designated, in order to ensure compliance.

III. DISCUSSION

The Political Reform Act (the PRA) controls conflicts of interests of public officials through disclosure of financial interests and prohibitions on participation in the making of decisions in which the official knows or has reasons to know he or she has a financial interest. The PRA's standards are found in California Government Code Sections 81000 et seq. The Fair Political Practices Commission (FPPC) has also adopted regulations implementing the PRA, see Title 2 of the California Code of Regulations Section 18109 et. seq., and issues formal opinions and advice letters on the application of the PRA to particular situations. The FPPC maintains a website at www.fppc.ca.gov which contains the PRA regulations, opinions and advice letter summaries.

5-16.1

In accordance with the PRA, all government agencies must adopt and promulgate a Conflict of Interest Code. This code must be reviewed every two years and amended when circumstances change, such as when new positions are created or duties of existing positions change. The code must be consistent with the minimum requirements of the PRA. Such Conflict of Interest Code has the force of law and any violation of the Conflict of Interest Code by a designated employee is deemed a violation of Government Code §87300, et seq.

Designated officials, employees, members and consultants are required to file Statements of Economic Interests (Form 700) with the METRO. A Statement of Economic Interest must be filed upon assuming office, or a designated position, annually while holding office or a designated position, and upon leaving office or a designated position. The statement, must disclose the interests of the filer and of his or her immediate family, which includes the filer's spouse and dependent children. The Statements, depending on the designated disclosure category, must disclose specified types of investments, interests in real property and businesses, income, gifts and loans. Moreover, these statements must include the acquisition and disposition dates of investments in real property covered by the period of the statement.

The California Attorney General, the FPPC and local district attorneys are empowered to enforce the Political Reform Act through criminal sanctions, civil liability and civil penalties. Although the penalties for violations of various provisions of the PRA vary, civil penalties are generally based upon the amount of money or value of a gift or contribution not reported. Penalties can be as high as \$10,000 or three times the amount not reported, whichever is greater. Because good faith is relevant in determining criminal and civil liability, it is particularly important that affected individuals seek advice from the District's Counsel and/or the FPPC whenever a potential issue arises. However, only a formal written advice letter from the FPPC will confer immunity from liability under the PRA.

In December of 2006, METRO's Conflict of Interest Code was consolidated its policy from various formats and codes into one Conflict of Interest Code, ensuring that all California state law requirements are met with regard to designated positions and disclosure categories.

The Political Reform Act requires every local government agency to review its conflict of-interest code biennially. Not later than October 1 of each even-numbered year, each agency must submit to the County Board of Supervisors a notice indicating whether or not an amendment is necessary.

At this time, an Amendment is necessary to METRO's Conflict of Interest Code, as there are new positions, including consultants that must be designated, as well as revisions of certain titles of existing positions. The required amendments are self explanatory and are shown in Attachment A via bolding and cross-outs.

There is a 45-day comment period for these changes, during which time, a public hearing will be scheduled. A public hearing regarding these proposed modifications is scheduled for the regular meeting of the METRO Board of Directors set for November 21, 2008 at 9:00 a.m. at the

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Watsonville City Council Chambers located at 275 Main Street, Watsonville, California, 95076. Any inquiries concerning the proposed code amendments prior to the meeting can be directed to Margaret Gallagher, District Counsel at METRO's Administrative offices address or by calling (831) 426-6080.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A: Current Regulation—METRO's Conflict of Interest Code (showing language to be added and deleted)
- Attachment B: 2008 Local Agency Biennial Notice
- Attachment C: Notice of Intention to Modify Santa Cruz METRO's Conflict of Interest Code

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment A

Regulation Number: AR-1025

Computer Title: conflict.int

Effective Date: December 15, 2006

Pages: 4

TITLE: CONFLICT OF INTEREST CODE FOR DESIGNATED OFFICIALS, EMPLOYEES, MEMBERS AND CONSULTANTS

Procedure History

NEW POLICY	SUMMARY OF POLICY	APPROVED
12-15-06	Consolidation of Policies and requirements into regulation format and specific use of required language, including designated positions including Senior Account Technician, and disclosure categories.	M.R.
<u>11-21-08</u>	<u>Amending list of designated positions in Appendix A</u>	

I. POLICY

- 1.01 The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, Article 2 of the California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. The terms of Article 2 of the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission (FPPC) are hereby incorporated by reference and, all officials, employees, members and consultants designated herein and disclosure categories set forth herein, constitute the Conflict of Interest Code of the Santa Cruz Metropolitan Transit District (METRO).
- 1.02 Designated Officials, Employees, Members and Consultants shall file Statements of Economic Interests (Form 700) with the METRO at its Administrative Offices located at 370 Encinal Street, Suite 100, Santa Cruz, California 95060 on forms prescribed by the FPPC and supplied by the METRO at the times specified in Title 2 of the California Code of Regulations, Section 18730. Such forms can be obtained from METRO's Administrative Services Coordinator.
- 1.03 METRO will retain the completed Form 700s prepared by all designated officials, employees, members and consultants. METRO will make the For 700s available for public inspection and reproduction upon request.

- 1.04 Designated Officials, Employees, Members and Consultants violating any provision of this regulation are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000-91014. Additionally, any violation may subject a METRO employee to disciplinary action up to and including employment termination.

II. DESIGNATED POSITIONS

- 2.01 The persons holding positions listed in Appendix A are designated Officials, Employees, Members or Consultants for purposes of METRO's Conflict of Interest Code. It has been determined that these persons through their METRO employment position or their status as a METRO Official, Member or Consultant make or participate in the making of governmental decisions which may foreseeably have a material effect on economic or financial interests of their own or others.
- 2.02 METRO Officials, Employees and Members listed in Appendix A shall complete their Form 700s pursuant to the Disclosure Category set forth in Appendix A.
- 2.03 Consultants listed in Appendix A shall disclose pursuant to the broadest disclosure category (Category 1) unless METRO's General Manager determines in writing that a particular Consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
- 2.04 An individual holding one of the positions listed in Appendix A may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if he/she believes that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200 and as a result the individual holding such position is required to complete a Statement of Economic Interest (Form 700).

III. DISCLOSURE CATEGORIES (Form 700):

- 3.01 **Disclosure Categories are the following:**

Full Disclosure-Category 1:

All interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

Full Disclosure (excluding interest in real property)-Category 2:

All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments.

Interests in Real Property-Category 3

All interests in real property located in the jurisdiction.

General Contracting Categories-Category 4

- a) All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the METRO.
- b) All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the employee's department or area of authority.

Grant/Service Providers/Agencies that Oversee Programs-Category 5

- a) A designated employee in this category must report all investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the METRO.
- b) All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to offer or provide consulting, rehabilitative or educational services concerning the prevention, treatment or rehabilitation of persons suffering from (alcohol related problems/drug abuse).

IV. DISQUALIFICATION

- 4.01 No designated individual shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family in violation of 2 Cal. Code of Regs. Section 18730.
- 4.02 No designated employee shall be prevented from making or participating in making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Appendix A

Position	Assigned Disclosure Category
METRO Directors	Category 1
General Manager	Category 1
District Counsel	Category 1
Assistant General Manager	Category 1
Maintenance Manager	Category 1
Finance Manager	Category 1
Assistant Finance Manager	Category 1
Project Manager	Category 1
Purchasing Agent	Category 4a
Senior Account Technician (Purchasing Department Only)	Category 4a
Harris & Associates, Inc., Consultants	Category 1
Tom Dean, Consultant <u>Designated Consultants</u> <u>Who meet the Requirements Herein</u>	Category 1
Human Resources Manager	Category 4b
Assistant Human Resources Manager	Category 4b
Information Technology Manager	Category 4b
Senior Database Administrator	Category 4b
Paratransit Administrator <u>Superintendent</u>	Category 4b
<u>Assistant Paratransit Superintendent</u>	Category 4b

Operations Manager	Category 4b
<u>Base-Fixed Route Superintendent</u>	Category 4b
<u>Facilities Maintenance Supervisor</u>	<u>Category 4b</u>

2008 Local Agency Biennial Notice

Name of Agency: Santa Cruz Metropolitan Transit District

Mailing Address: 370 Encinal Street, Suite 100, Santa Cruz, CA 95060

Contact Person: Margaret Gallagher Office Phone No. (831) 426-6080

E-mail: mgallagher@scmttd.com Fax No: (831) 469-3658

This agency has reviewed its conflict-of-interest code and has determined that:

An amendment is required. The following amendments are necessary:
 (Check all that apply.)

- Include new positions (including consultants) that must be designated.
- Delete positions that manage public investments from the list of designated positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished.
- Other (describe) Eliminate specific consultants and add general "consultant category"

Code is currently under review by the code reviewing body.

No amendment is required.

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer _____
Date

Complete this notice regardless of how recently your code was approved or amended.
 Please return this notice no later than October 1, 2008 to:

Crystal Bertheau
 Santa Cruz County Clerk/Elections Department
 701 Ocean St., Room 210
 Santa Cruz, CA 95066

PLEASE DO NOT RETURN THIS FORM TO THE FPPC

Fair Political Practices Commission
 428 J Street, Suite 620, Sacramento, CA 95833
 For Technical Assistance: (866) ASK-FPPC

5-16-08

Santa Cruz Metropolitan Transit District
NOTICE OF INTENTION TO ADOPT OR AMEND A
CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the Santa Cruz Metropolitan Transit District (METRO) intends to adopt or amend a conflict-of-interest code pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on October 28, 2008 and terminating on December 11, 2008. Any interested person may present written comments concerning the proposed code no later than December 11, 2008 to METRO, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. A public hearing on this matter will be held on November 21, 2008. METRO's Board of Directors will review all public comments and consider whether to implement the amendments on December 12, 2008. METRO has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based.

METRO is amending its Conflict of Interest Code as there are new positions, including consultants that must be designated, as well as revisions to certain job titles of existing positions as follows:

1. The title of the existing Senior Accounting Technician is not being changed, however, because there are currently two Senior Accounting Technician positions, one in the Finance Department and one in the Purchasing Department, only the Senior Accounting Technician position in the Purchasing Department is designated as this position involves purchases of items by METRO.
2. Harris and Associates, Inc., Consultants are being deleted from the list of positions.

3. Tom Dean, Consultant, is being deleted from the list but “Designated Consultants who meet the requirements herein” is being added to the list to ensure that all designated consultants are included.
4. The title of “Paratransit Administrator” was re-titled “Paratransit Superintendent,” so the list was modified to reflect the new title.
5. The title of “Paratransit Superintendent” was re-titled “Assistant Paratransit Superintendent,” so the list was modified to reflect the new title.
6. The title of “Base Superintendent” was re-titled “Fixed Route Superintendent,” so the list was modified to reflect the new title.
7. The Facilities Maintenance Supervisor is being added to the list of positions that are designated in category 4b.

Copies of the proposed code and all of the information upon which it is based may be obtained from METRO, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. Any inquiries concerning the proposed code should be directed to Margaret Gallagher, at 831-426-6080, ext. 121.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: AUTHORIZATION FOR DISPOSAL OF THE WATSONVILLE
TEMPORARY TRANSIT CENTER AND MAINTENANCE SHOP**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors declare as excess the Watsonville Temporary Transit Center and Maintenance Shop.

II. SUMMARY OF ISSUES

- In accordance with METRO's policy on disposal of fixed assets and inventoriable items, at least once per 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 Watsonville Temporary Transit Center and Maintenance Shop was purchased in 1990 after the 1989 Loma Prieta earthquake.
- These were simple frame and fabric canopies. This asset was never presented to the Board as excess after it was no longer in use. Staff recommends it be removed from METRO's asset inventory and be disposed.

III. DISCUSSION

The District has a policy on the disposal of fixed assets and inventoriable items. Whenever an item is removed from service, the Finance Manager is responsible for providing a list of assets for the Board to approve removal of the item from the inventory, and to dispose of the asset. As part of the earthquake recovery process, METRO installed a temporary transit center and maintenance shop in Watsonville in 1990. These were simple frame and fabric canopies that housed buses, tools, and equipment at the maintenance shop and passengers at the transit facility.

Due to a clerical error, the asset was never presented to the Board as excess after it was no longer in use. The current net book value of the Watsonville Temporary Transit Center and Maintenance Shop is \$0. Staff is recommending that the Board approve the removal of the Watsonville Temporary Transit Center and Maintenance Shop from METRO's asset inventory.

IV. FINANCIAL CONSIDERATIONS

The Watsonville Temporary Transit Center and Maintenance Shop has a net book value of \$0, and therefore no financial considerations.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 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

Eleuterio S. Garcia-Sumano, Bus Operator
Daniel Stevenson, Bus Operator (Continued from August)

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

James L. Lorenzano, Bus Operator

THIRTY YEARS

Donna A. Canales, Customer Service Coordinator

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

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

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF
SORETTA CHATMAN AS BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Soretta Chatman to serve in the position of Bus Operator, and

WHEREAS, Soretta Chatman served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of August 10, 1987 to September 3, 2007, and

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

WHEREAS, Soretta Chatman served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Soretta Chatman resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Soretta Chatman's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Soretta Chatman.

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Soretta Chatman for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

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

7.1

PASSED AND ADOPTED this 26th day of September 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

7.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDER APPROVAL OF CLASS SPECIFICATION CHANGES FOR THE ADMINISTRATIVE ASSISTANT/SUPERVISOR POSITION

I. RECOMMENDED ACTION

Staff recommends the Board of Directors approve the revised class specification (job description) for the Administrative Assistant/Supervisor position.

II. SUMMARY OF ISSUES

- The incumbent to the Administrative Assistant/Supervisor class specification retired in July of this year after many years of service with METRO.
- The class specification has not been updated since January 1993.
- The supervisory duties of the position were not clearly defined in the class specification.
- The class specification also needed to be updated to reflect modern office equipment.

III. DISCUSSION

As a result of the retirement of the incumbent to the Administrative Assistant/Supervisor position the Operations Manager and the Fixed Route Superintendent reviewed the class specification. The class specification provided very little information about the supervisory duties required for this position. There were also tasks that had been part of the position but were not specified, and the references to office equipment in the class specification were out of date.

Changes were made to modernize the class specification and provide more details about the duties of the position so applicants for the position will have a better understanding of the duties and responsibilities.

Management provided the revised class specifications to SEIU Local 521 who accepted the changes. Since the salary range for this position had recently been adjusted SEIU Local 521 agreed that a wage survey was unnecessary.

IV. FINANCIAL CONSIDERATIONS

There is no cost associated with this change.

V. ATTACHMENTS

Attachment A: Administrative Assistant/Supervisor class specification

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADMINISTRATIVE ASSISTANT/SUPERVISOR

DEFINITION

Under general supervision, performs difficult and responsible secretarial duties and administrative support functions for a department, supervises the work of other administrative personnel, performs specialized office work requiring detailed knowledge of applicable procedures, policies, rules and regulations and performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An incumbent in this class serves as a first line supervisor over clerical and other subordinate staff as well as performs difficult and responsible clerical work involving extensive knowledge of the functions of the unit. An incumbent is expected to understand department procedures, policies, and functions in order to interpret, transmit and apply them to a variety of situations; perform with a high degree of responsibility for developing, modifying, and implementing clerical procedures, and office operations. An incumbent in this position is expected to interpret and apply labor contract provisions as directed. Relieve management of administrative detail; have access to information handled by management and is expected to know what is confidential and the extent to which it is confidential; exercise independent judgment within established systems and procedures.

EXAMPLES OF DUTIES

1. Prepare and assist in the preparation of correspondence, reports, budget documents, detailed operating procedures, minutes, agendas and other written material by gathering information and source documents, researching information, contacting staff and management within METRO and other agencies, compiling and organizing content, selecting formats, editing, proofreading and coordinating the clerical work of others.
2. Assigns, trains, supervises, evaluates and reviews the performance and work of other clerical staff. Counsels and disciplines these employees when necessary, Implements corrective measures if required.
3. Determines work procedures, assesses workload, plans and prepares work and vacation schedules, prioritizes assignments, and expedites workflow of the work unit.
4. Assesses long-term training needs, develops and implements appropriate training for the clerical staff.
5. Develops maintains and updates complex clerical, administrative procedures manual and automated record keeping systems and instructs staff in their use.
6. Coordinate and execute special projects and assignments such as, gathering and compiling information in support of management activities.

7. Prepare, monitor, and process a variety of transactions such as, purchase requisitions and purchase orders, budget requests and transfers, expenditure claims and personnel/payroll actions.
8. May perform the functions of supervised staff in the event of absences.
9. Maintains control of budget account ledgers and assists in research, compilation, and preparation of unit budget proposals. Estimates supply and equipment requirements for budgetary purposes.
10. Performs the work activities for the department such as preparing documents, personnel transactions, maintaining files, preparing reports (such as, budget and departmental performance reports); ordering supplies and equipment, and other tasks as required.
11. Maintains schedules and coordinates calendars for Management and other professional staff. Coordinates with Human Resources to schedule interviews and hiring schedule for new employees.
12. Provide employee orientation in department organizational procedures.
13. Provide secretarial services at meetings and for committees as needed.
14. Prepare final drafts of correspondence, memoranda, reports, statistical data and other finished copy from rough drafts, margin notes, general instructions or machine transcription using appropriate office equipment. This may include formatting documents.
15. Answer telephone calls and provide information and resolve routine problems, schedule meetings, maintain appointment calendars, greet visitors and make travel arrangements.
16. Operate a variety of office and business equipment.
17. Ensures quality and timeliness of records and documents, and proofreads outgoing correspondence for procedural and grammatical accuracy, and adheres to procedure and policy.
18. Assists in resolving work and personnel related problems of the support unit.
19. Coordinates and arranges activities related to office equipment and facilities maintenance, including moves, changes, and repairs.
20. Performs or supervises staff performing timekeeping activities including input and maintenance of records for time worked, overtime and absence.
21. Performs other related work as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of supervision and training including work scheduling.
- Standard office administrative procedures and practices including business letter writing and the operation of common office business equipment and related word processing, data base, and spreadsheet software.
- Business correspondence, formats, report writing and proper business English usage, punctuation, grammar, style, format, and spelling.
- Record keeping and management of Manual and automated filing systems.

Ability to:

- Type at a corrected rate of 50 words per minute.
- Supervise, plan, direct, train, review, and evaluate the work of subordinate staff.
- Organize work of the office, set priorities, and adjust to frequently changing priorities; meet critical deadlines, and follow up on assignments with a minimum of supervision.
- Devise and adapt methods and procedures to meet changing program needs.
- Perform complex and difficult clerical work requiring considerable independent judgment.
- Communicate effectively, both orally and in writing
- Acquire thorough knowledge of department rules regulations, policies and procedures applicable to the department.
- Apply labor contract provisions including payroll and employee benefit administration.
- Establish and maintain effective working relationships with others.
- Research data and prepare narrative and statistical reports, maintain accurate records, make routine arithmetical calculations, and monitor departmental expenditures.
- Compile and monitor budget information.
- Exercise tact and discretion in dealing with employees, coworkers, and the public in handling confidential or sensitive information.
- Perform varied and difficult administrative duties involving independent judgment requiring accuracy and speed.
- Proofread, develop and compose correspondence using proper formatting, English Grammar, punctuation and spelling.
- Operate standard office equipment including electronic typewriter, computer, Photocopier, calculator, and transcribing machine.

Training and Experience

Any combination of training and experience equivalent to:

Completion of the 12th grade or equivalent and two years responsible office administrative management experience that has provided an opportunity to perform a variety of increasingly responsible assignments

requiring use of discretion and independent judgment OR three years responsible administrative assistant experience.

Education: Course work or experience in computer software programs such as word processing, database, and spreadsheets required. Work experience that has provided an opportunity to supervise or provide lead supervision is desirable. College level course work in supervision and management may be substituted for one year of the required experience or completion of a one year Certificate of Proficiency in secretarial studies from a California Community College may be substituted for one year of the required administrative assistant experience.

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008

TO: Board of Directors

FROM: Ciro Aguirre, Operations Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MONTH TO MONTH AGREEMENT WITH NATIONAL SECURITY SERVICES, INC. FOR SECURITY SERVICES

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize the General Manager to execute a month-to-month agreement with National Security Services, Inc. for security services until a new contract can be established.

II. SUMMARY OF ISSUES

- The District has the need for security services at the Metro Center, Revenue Processing Center, and for fare box vault processing.
- A competitive procurement for security guard services was awarded to NCLN20 in December of 2006.
- On January 1, 2007, METRO entered into a three (3) year contract for security services with NCLN20.
- The contract required, in addition to other terms, that NCLN20 provide two (2) officers Monday – Friday, 7:15am – 3:15pm for Revenue Collection.
- NCLN20 breached this provision of the contract.
- On September 16, 2008, no NCLN20 officers reported to perform revenue collection duties as required.
- METRO found NCLN20 in default of the contract and exercised its right to terminate the contract in whole effective at the close of business, 5pm September 16, 2008.
- On September 16, 2008, the Finance Manager, Operations Manager (via phone), and Operations Superintendent met with James Clarke from National Security Services, Inc. to discuss a seamless transition of security services from NCLN20 to National Security Services.
- National Security Services became responsible for all security services for METRO, effective 5pm on September 16, 2008 in accordance with the previous NCLN20 security contract on a month-to-month basis as an emergency stopgap measure.

- METRO will process a formal Request for Proposals (RFP) for security services with the intent to return back to the Board within 90 days to award a new contract for security services.
- Staff recommends that the Board of Directors authorize the General Manager to execute a month-to-month agreement with National Security Services, Inc. for security services until a new contract can be established.

III. DISCUSSION

The District has the need for security services at the Metro Center, Revenue Processing Center, and for fare box vault processing. In December of 2006, a competitive procurement for security guard services was awarded to NCLN20 and entered into on January 1, 2007, as a three (3) year contract for security services with NCLN20.

This contract required, in addition to other terms, that NCLN20 provide two (2) officers Monday – Friday, 7:15am – 3:15pm for Revenue Collection. NCLN20 breached this provision of the contract on September 16, 2008 when no NCLN20 officers reported to perform revenue collection duties as required.

METRO found NCLN20 in default of the contract and exercised its right to terminate the contract in whole effective at the close of business, 5pm September 16, 2008.

On September 16, 2008, the Finance Manager, Operations Manager (via phone), and Operations Superintendent met with James Clarke from National Security Services, Inc. to discuss a seamless transition of security services from NCLN20 to National Security Services. A tentative agreement with National Security Services was reached and effective 5pm on September 16, 2008.

National Security Services became responsible for all security services for METRO, effective 5pm on September 16, 2008 in accordance with the previous NCLN20 security contract on a month-to-month basis as an emergency stopgap measure until METRO is able to go through a formal RFP competitive procurement for security services over the next 90 days.

Staff recommends that the Board of Directors authorize the General Manager to execute a month-to-month agreement with National Security Services, Inc. for security services until a new contract can be established.

IV. FINANCIAL CONSIDERATIONS

Monthly costs should remain as they were with NCLN20 (aprox \$29K per month). These costs are in the FY09 Operating Budget.

V. ATTACHMENTS

- Attachment A:** National Security-Service month-to-month Agreement
- Attachment B:** Contract for Security Guard Services (06-07)
- Attachment C:** Amendment #1
- Attachment D:** Amendment #2
- Attachment E:** Amendment #3

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



NATIONAL SECURITY SERVICES, INC.

STATE LIC. P.P.O. #13103

SERVING THE GREATER SILICON VALLEY AREA

Attachment A

National Security-Service Agreement

This agreement is made on September 17, 2008 between Santa Cruz Metropolitan Transit District hereafter called "CLIENT", and National Security Services, INC. (NSS), hereafter called "PROVIDER".

I - SERVICES TO BE PROVIDED:

The CLIENT and PROVIDER agree to the following security services to be provided by the PROVIDER for the consideration outlined in Section II of this agreement. The PROVIDER is in full compliance with all state and local laws and ordinances regulating the operation of a Guard Service at the CLIENT'S service address.

- | | |
|--|--|
| 1. Character & Number of Guards Required: | Uniformed Officers per contract requirements-See Attachments |
| 2. Weekdays on Which Service are Required: | Monday - Sunday-See Attachments |
| 3. Coverage Hours per Day: | As required by NCLN20 Contract and Amendments-See Attachments |

II - FEES AND PAYMENT TERMS:

- CLIENT agrees to compensate PROVIDER for the services outlined above as follows:
 Straight time at **\$18.50 For regular officers/\$22.47 for Supervisor**
 An overtime rate of **\$25.90/\$31.46** will be assessed for the first 4 hours of coverage and straight time thereafter if additional Services are required with a notification of less then 8 hours notice.
- PROVIDER will deliver invoices to CLIENT at **370 Encinal Avenue, Suite 100, Santa Cruz, CA 95060**. Invoices will be for hours performed only. CLIENT agrees to pay PROVIDER for accepted invoices within **30 DAYS** of the invoice date. An interest charge of **1 1/2%**, per month will be added to all unpaid balances over 30 days past due from accepted invoice date.

III - TERMINATION:

CLIENT and PROVIDER agree that this agreement shall remain in effect unless or until terminated by either party. Termination must be written and received no less than **7 days** prior to the specified termination date.

VI-NCLN20-CONTRACT PROVISIONS: PROVIDER and CLIENT agree that for the consideration set forth above, PROVIDER shall provide all required security services and will perform all terms and conditions set forth in the attached Contract and amendments between CLIENT and NCLN20 (Attachments A-B which are incorporated herein by reference), which was terminated against NCLN20 on September 16, 2008, except that the term of PROVIDER'S contract with CLIENT shall be month-to-month. The parties agree that Attachments A and B are modified by Attachments C and D (incorporated herein by reference) and PROVIDER agrees to accept and provide the required security services as modified by these attachments. Additionally, the parties agree that no security services are required at the Bart Cavallaro Transit Center in Scotts Valley, CA.

V NEW REQUEST FOR PROPOSALS: PROVIDER understands that CLIENT is in the process of issuing a new Request for Proposals (RFP) for security services in accordance with federal and state requirements. PROVIDER understands that it will be notified when CLIENT issues a new RFP for security services. PROVIDER acknowledges that should it submit a proposal to CLIENT during the RFP process that it will not receive any special treatment or consideration in CLIENT'S RFP process.

VI - DATE SERVICE IS TO BEGIN:

National Security Services, Inc shall begin service at client's service address indicated below on **September 16, 2008 5pm**.

Billing address
370 Encinal Ave, Suite 100
Santa Cruz, Ca. 95060
Angela Aitken

Service addresses
920 Pacific Ave, Santa Cruz (Pacific Station)
1200 River Street, Santa Cruz (Revenue/Vault)
Watsonville-Transit-Center, 475 Rodriguez Street,
Watsonville, CA

VII - AUTHORIZED SIGNATURES:

Michael Gerami 
National Security Services, Inc Signature: Date: 9/16/2008

Client's Signature: Date:

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CONTRACT FOR SECURITY GUARD SERVICES (06-07)

THIS CONTRACT is made effective on January 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and NCLN20, Inc. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Security Guard Services

District has the need for Security Guard Services. In order to obtain these services, the District issued a Request for Proposals, dated October 2, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Security Guard Services and whose principal place of business is 1850 Gateway Blvd., Suite 230, Concord, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On November 17, 2006 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 2, 2006 including Addendum numbers 1 and 2.

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

Contractor's Proposal to the District for Security Guard Services, signed by Contractor and dated October 30, 2006.

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2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 2, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 2, 2006.

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

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for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$940,000 maximum amount payable under this contract for the three year period, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project 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

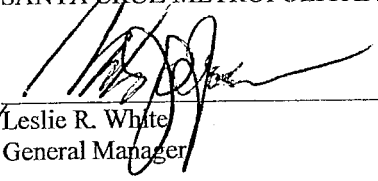
NCLN20, Inc.
1850 Gateway Blvd.
Suite 230
Concord, CA 94520
Attention: Chief of Operations

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.

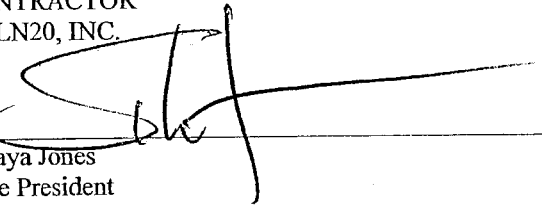
Signed on December 12, 2006

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT




for Leslie R. White
General Manager

CONTRACTOR
NCLN20, INC.



By Sihaya Jones
Vice President

Approved as to Form:



Margaret Rose Gallagher
District Counsel

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Security Guard Services

District RFP No. 06-07

Date Issued: October 2, 2006

Proposal Deadline: 5:00 P.M., October 30, 2006



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***

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 {tc "BUY AMERICA PROVISION " \1 2}
(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 CERTIFICATON _____
 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
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TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III

SPECIFICATIONS FOR SECURITY GUARD SERVICES

1. INTRODUCTION

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

2. AGREEMENT FOR SERVICES

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

3. SCOPE OF SERVICES

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

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

3.1 Foot Patrol

The security officers assigned to this patrol by Contractor shall be responsible for the security and safety of the public, District facilities and vendors' businesses, within Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, California, a public transit transfer facility of the District, and other sites and/or associated areas as designated. Security officers are required to maintain communication with each other and with Transit Supervisors through the use of District-issued, two-way portable radios. Officers must maintain a safe, comfortable environment for the patrons.

3.2 Revenue Collection

Revenue collection officers, under District Supervision, exchange revenue vaults from buses, assist District staff in processing revenue collected and also provide District wide mail delivery. Security personnel assigned to this task must have a valid California Drivers License.

3.3 Supervision

Contractor shall provide supervision that can be contacted by District representatives during all hours of operation. The site supervisor shall be responsible for scheduling patrol officers, responding to District concerns, site inspections, training and making decisions for the contractor. No other supervisor of the Contractor shall visit or involve themselves in the site operations without express permission from the District's Contract Administrator. Contractor interviews of on-site guard personnel shall be done either at the Contractor's home office or when guard personnel are off-duty so as not to distract them from their required duties.

3.4 Schedule of Services

The following are the current needs of the Transit District and may be modified upon ten (10) day notice to contractor. There are no guaranteed hours of service and the schedule can be modified at the discretion of the Transit District. No off-duty guards shall be in secured areas of any District facility.

3.4.1 Metro Center

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

3.4.2 Revenue Collection –

Monday through Friday 7:00am through 3:00 p.m. (two (2) officers)

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

Total approximate security hours 15,000 per year. This is an estimate of the total security hours. This does not imply a guarantee because the Transit will not guarantee any hours in this agreement

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

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

3.5 Standard Gear

Contractor's personnel, while on duty security officers shall be permitted to carry and use the following items:

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

3.6 Firearms

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

3.7 Phones

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

3.8 Uniforms

Contractor shall provide uniforms to guard personnel. Uniforms shall comply with County Ordinance 3241, Ch. 9.10 or any applicable state or local law or ordinance. Uniform color and design shall be approved by the District. Contractor personnel shall not perform duties pursuant to this Agreement unless they are wearing a proper uniform or unless authorized by the District. Neither Contractor nor its personnel shall use District facilities that are designated for "District Employees Only". Contractor shall ensure that all personnel have a neat and clean appearance and that the uniforms are pressed and free of rips or tears.

3.9 Santa Cruz Metro Security Identification

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

3.10 Confidentiality

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

3.11 Removal of Officers

Officers not functioning to the District's expectations will be removed immediately upon request with no requirements needed by Contractor except such request.

3.12 Responsibilities of Contractor

Prior to the agreed upon starting date for services at Metro Center, Contractor with the approval of the District's Contract Administrator, shall have selected, equipped and trained an adequate number of qualified personnel to perform the services required and set forth in this document.

The Contract Administrator for the District shall be kept informed on a daily basis of the progress to accomplish the requirements stated in this section.

Contractor will be wholly responsible as an independent Contractor for the performance of its employees. Professional insurance naming the Transit District as an additional insured shall be issued covering the Transit District in the amount of \$1,000,000. This coverage shall indemnify and protect / defend the Transit District should an action be brought against the District as a result of a contractors employee or representatives action or inaction. Contractor shall provide the appropriate documentation to show that this policy is in force and irrevocable unless the District is notified 30 days in advance. Under no circumstances shall there be a gap in insurance coverage during the term of this contract or any extensions of this agreement (if granted). Contractor shall also provide automobile insurance naming the Transit District as an additional insured while Contractors employees are operating District vehicles. The limits of coverage shall be \$500,000 bodily injury to others, \$100,000 collision and vehicle replacement and \$100,000 for property damage. The deductible that the contractor is responsible for shall not exceed \$5,000. Contractor shall provide to the Transit District proof of insurance and there shall be no gap of insurance coverage during the term or any extensions (if granted).

Contractor shall submit invoices for payment through, the Districts Operations Department attn: Jenna Glasky, Revenue Collection Supervisor, 1200 River Street Santa Cruz, California 95060. Invoices shall show the total number of hours worked, the rate charged per hour, the work, and the period of time covered by such charges.

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

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

Contractor's patrol personnel shall be trained and licensed in accordance with standards set forth by the Department of Consumer Affairs and County Ordinance 3241, Chapter 9.10 and any applicable state or local law or ordinance. Contractor shall provide District with necessary certification that this has been accomplished. Security Officers assigned, under contract, to work at District facilities shall have a

permanent guard card issued by the State of California. Security officers with temporary guard cards are not acceptable under this contract. Officers assigned to this contract must possess a valid California Drivers License with fewer than 2 points and no previous DWI or DUI convictions. Contractor shall also comply with all State of California licensing requirements for professional security officers and security businesses. Contractor shall provide proof to the Transit District showing that they are in compliance with all applicable laws and regulations.

Contractor personnel assigned to this contract shall be individuals of mature judgment, experienced in security guard procedures who have reached a minimum age of twenty one (21). Guards must demonstrate ability to understand written orders. They must also be capable of writing a clear understandable report in the English language.

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

The site supervisor of security personnel covered by this agreement shall receive training that will familiarize them with the security requirements of all District sites by District personnel. **The site supervisor shall have at a minimum five (5) years of security experience and pass an oral examination administered by the District. The District shall have the authority to select/reject the site supervisor and/or request a site supervisor replacement with no requirement other than the request.** The Contractor shall be responsible for the basic training of additional personnel. The site supervisor shall be responsible for maintaining a satisfactory level of patrol performance, including enforcement of proper radio procedures. The site supervisor shall have the capability of being contacted 24 hours per day by District supervisory personnel in order to resolve immediate issues that may arise.

Day-to-day communication between the District and the Contractor shall be between the Contract Administrator or his designee and the site supervisor. This in no way shall prohibit the Contractor nor the Contract Administrator from direct communication.

Post orders shall be written and posted at Metro Center Security Office. These orders shall be committed to memory by each officer to confirm their understanding of the contents. All patrol personnel and supervisors shall be responsible for knowing all regulations and written instructions pertaining to performance at Metro Center. The Contractor shall periodically interview patrol personnel and supervisors to determine their complete familiarity with requirements. The Contract Administrator and the Contractor shall resolve any conflict in such orders.

Contractor to strategically install Guard Tour devices at each of the facilities to ensure that the officers are performing their duties. These reports are to be supplied to the Revenue Collection Supervisor on a weekly basis for review.

Daily reports from each officer shall be turned in to site supervisor at the end of each shift. The site supervisor shall consolidate reports and turn them in to the Contract Administrator within two (2) business days. All patrol personnel shall maintain standard report forms, which include a Guard Log, Daily Guard report, and the Incident Report. Contractor shall also provide to District reports for External Announcement Audit and Rotation Pipe reports when performed.

Contractor shall provide the District with a list of all patrol personnel assigned to this contract. Shift schedules shall be posted weekly by Contractor at the Santa Cruz Metro Security Office. All patrol personnel shall copy their assignments as soon as schedules are posted in order to avoid any confusion regarding work periods. Any problems created by the schedule shall be resolved by the Contractor's staff.

3.13 Responsibilities of the Transit District

The District shall provide Contractor with whatever informational or advisory assistance Contractor may require in its training program, including necessary ground rules, route maps or other data. The Contract

Administrator of the District and the Contractor shall devise appropriate written instructions governing the performance of all requirements under this Agreement.

4. PROPOSAL REQUIREMENTS

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

The proposal at a minimum shall include the following:

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

5. ADDITIONAL INFORMATION

5.1 District Rights of Award:

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

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

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

5.2 Fee Consolidation

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

6. EVALUATION CRITERIA

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

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

7. INQUIRIES AND CORRESPONDENCE

Written questions pertaining to this Request for Proposals shall be either mailed to the Purchasing Agent at 110 Vernon Street, Suite B, Santa Cruz CA 95060, or faxed to the Purchasing Agent at (831) 469-1958 or emailed to llongnec@scmtd.com. No offeror may consider any verbal instructions, interpretations or changes as an official expression on the District's behalf. Only written addenda on District letterhead signed by the Purchasing Agent may be considered valid.

8. TIMELINE

RFP Issue Date	October 2, 2006
Proposal Due Date	October 30, 2006
Interview Schedule	November 6-9, 2006
District Board of Directors Approval of Contract	November 17, 2006
Contract Period	January 1, 2007 through December 31, 2009 (3 Years)

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This 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

PROFESSIONAL SERVICES CONTRACT FOR SECURITY GUARD SERVICES (06-07)

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

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Security Guard Services

District has the need for Security Guard Services. In order to obtain these services, the District issued a Request for Proposals, dated October 2, 2006, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

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

1.04 Selection of Contractor and Intent of Contract

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated October 2, 2006

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

Contractor's Proposal to the District for Security Guard Services, signed by Contractor and dated October 30, 2006.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 2, 2006.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 2, 2006.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) 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 project 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 06-07

FOR SECURITY GUARD SERVICES

October 13, 2006

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received and METRO responses are provided as follows:

1. **Question:** What is the current pay rate and bill rate for each position?

Answer:

<u>Position</u>	<u>Hourly Pay Rate</u>	<u>Hourly Bill Rate</u>
Site Supervisor	\$15	\$23.70 Reg / \$35.55 OT
Guards	\$10-\$13	\$19.80 Reg / \$29.70 OT

2. **Question:** Who is your current security company and how long have they had the contract?

Answer: First Alarm Security and Patrol, Inc. is the current contractor. The three year contract will expire on December 31, 2006.

3. **Question:** Part III, item 3.5 Standard Gear, Security is Permitted to carry Baton, Pepper Spray and Handcuffs. Is this a requirement?

Answer: It is not a requirement, but in order to carry any of the above-mentioned gear, guard must follow BSIS guidelines and keep permits up to date.

4. **Question:** Part III, item 5, Additional Information 5.2 Fee Consolidation. please clarify this paragraph.

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

Currently the contractor submits invoices on a monthly basis. Invoices 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. The District reasonably determines whether work has been successfully performed for purposes of payment. Contractor represents that all amounts billed to the

District are (1) actually incurred; (2) reasonable in amount; (3) related to the Contract; and (4) necessary for performance of the project.

5. **Question:** Part III, item 3.12 Responsibilities of Contractor: Guard Tour Systems, how many computer chips or bar codes are needed at each site?

Answer: Currently there are 6 button stations at the Metro Center in Santa Cruz, and 2 in Scotts Valley Transit Center. The District would require 3 for the Watsonville Transit Center.

6. **Question:** Is it a requirement that the contractor furnishes a vehicle for either the Site Supervisor or for the Revenue Collection Guard(s)?

Answer: No, it is not a requirement for the contractor to furnish a vehicle for any guard. The Revenue Collection Guards are usually the only guards that use the District vehicles, primarily for the inter-office mail run. However, the Site Supervisor may on occasion be asked to perform various duties which may require the use of a District vehicle.

Lloyd Longnecker
Purchasing Agent

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 2

REQUEST FOR PROPOSALS (RFP) NO. 06-07

FOR SECURITY GUARD SERVICES

October 23, 2006

Receipt of this Addendum No. 2 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

The following questions were received and METRO responses are provided as follows:

1. **Question:** How many cell phones are presently provided by the Contractor?

Answer: Currently only the Site Supervisor is issued a cell phone, however a request has been made for a 2nd phone to be available for use by the Officer while on duty the Metro Transit Center.

2. **Question:** How many hours of on-the-job security officer training are required before the officers can work alone?

Answer: The current Site Supervisor likes to have the Trainees work two (2), eight (8)-hour shifts prior to working alone. This gives the guard eight (8) hours of training with the Site Supervisor to establish the District's expectations, as well as the Site-Supervisor's, and to acquaint the guard with the Post Orders, Policies and Procedures (Reports/Radio Protocol, 10-codes/Audits/etc.), License Verification, Site Orientation, Personnel Introductions. An additional eight (8) hours of training with an experienced guard for shift-specific training, District Protocol and City Ordinance Application, Emergency Procedures, and Chain of Command. It isn't required, and is at the discretion of the Site-Supervisor to approve/disapprove the guard for service.

3. **Question:** Invoices submitted monthly, is this a requirement from the District?

Answer: Currently Invoices are submitted monthly. Alternate proposals are welcome for consideration. Exact Billing and Payment arrangements will be finalized during Contract Negotiations.

4. **Question:** There is a total of **316** hours of security per week provided to the Santa Cruz Metro Transit. They are as listed below:

Site Supervisor	40 hours	Pay Rate: \$15.00	Bill Rate: \$23.70
Guards:	276 hours	Pay between \$10 and \$13.00	Bill Rate of \$19.80

Does the Bill Rate of \$19.80 correspond to the \$10.00 pay rate or is it a composite rate?

Answer: The District is not in a position to negotiate, and or adjust - directly or indirectly, the hourly wage paid by your organization to it's employees. The contract that exists between the District and the Contractor details the duties to be completed and the requirements of the contract. The compensation, retention and training of security personnel employed by the contractor are the responsibility of the contractor and not that of the District.

5. **Question:** Is any living wage associated with this RFP?

Answer: No

This is the last and final addendum. No further questions will be received. Due date to submit a proposal remains October 30, 2006, 5:00 PST.

Lloyd Longnecker
Purchasing Agent

PROPOSAL

In Response to District RFP No. 06-07

Due date: October 30, 2006 at 05:00 p.m.

for

SECURITY GUARD SERVICES

for

**Santa Cruz Metropolitan Transit District (SCMTD)
for the Metro Center and Revenue Collection**

to:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT DISTRICT PURCHASING OFFICE

Attn.: Lloyd Longnecker, Purchasing Agent

110 Vernon Street, Suite B

Santa Cruz, CA 95060

Tel.: 831-426-0199

Fax: 831-469-1958

e-mail: llongnec@scmtd.com



METRO

by:

NCLN20

1850 Gateway Boulevard, Suite 230

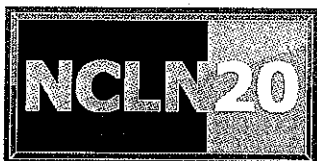
Concord, CA 94520

Karim Abercrombia, Chief of Operations

Tel.: 925-246-6160

Fax: 925-246-6170

E-mail: karim@ncln20.com



PROPOSAL

TO PROVIDE

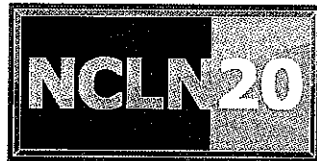
SECURITY GUARD SERVICES

for

**Santa Cruz Metropolitan Transit District (SCMTD)
for the Metro Center and Revenue Collection**

*PROPOSAL in response to
District RFP No. 06-07*

Due date: October 30, 2006 at 05:00 p.m.



This proposal includes data that shall not be disclosed outside the Customer and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror as a result of - or in conjunction with - the submission of this data, the Customer shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this proposal.



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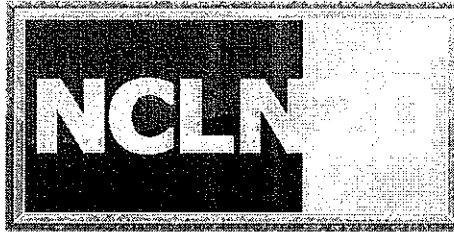
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PROPOSAL

SECTION 1

PROPOSAL SUBMITTAL LETTER



NATIONAL COMMAND LINK NETWORK

October 30, 2006

Santa Cruz Metropolitan Transit District
District Purchasing Office
Attn : Lloyd Longnecker, Purchasing Agent
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Subject: District RFP# 06-07 for Security Guard Services

Dear Mr Longnecker,

Thank you for providing NCLN20, Inc the opportunity to participate in the procurement of Security Guard Services for the Santa Cruz Metropolitan Transit District in response to District RFP# 06-07. Enclosed, you will find our complete response in accordance with the submittal requirements of the RFP.

Our proposal is complete and meets the minimum requirements listed in the project specifications. Our proposal consists of the following sections:

- 1 Proposal Submittal Letter,
- 2 Completed and Executed Bid Forms,
- 3 Executive Summary,
- 4 Experience & Past Performance (References),
- 5 Personnel Qualifications (Resumes),
- 6 Quality Control Plan,
- 7 Management Plan,
- 8 Training Plan, and
- 9 Price Proposal

NCLN20, Inc is ready, willing and able to provide Unarmed Security Guard Services for the Santa Cruz Metropolitan Transit District. We have a proven track record in providing private security guard services to government agencies, public utility services and commercial customers. We are up to the job and we will protect the Santa Cruz Metropolitan Transit District, its employees, its resources and assets, its patrons, and its visitors by providing quality and timely Security Guard Services.

If you have any questions regarding the enclosed, please do not hesitate to contact our Chief of Operations, Mr. Karim Abercrombia, at 925-246-6163 at your earliest convenience. NCLN20 and its management are looking forward to hearing from you and to the opportunity to working with you in the future.

Sincerely,



Sihaya Jones
Vice-President

Enclosure



PROPOSAL

SECTION 2

BID FORMS



SECTION 2 BID FORMS

The following bid forms have been completed and executed by NCLN20, Inc.:

- General Information Form
- Certification of Proposed Contractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion
- Lobbying Certification
- Buy America Provision
- Contractor DBE Information

PART II

GENERAL INFORMATION FORM

SECURITY GUARD SERVICES 06-07

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

NCLN20, Inc. Legal Name of Firm	October 30, 2006 Date
1850 Gateway Boulevard, Suite 230 -- Concord, CA 94520 Firm's Address	
925-246-6160 Telephone Number	925-246-6170 FAX Number
Corporation Type of Organization (Partnership, Corporation, etc)	94-326-0474 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

Sihaya Jones, Vice-President
Name of Principal-in-Charge and Title

Kyle Salas, Project Manager
Name of Project Manager and Title

Karim Abercrombia, Chief of Operations -- karim@ncln20.com -- 925-246-6163
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

1850 Gateway Boulevard, Suite 230 -- Concord, CA 94520
Addresses Where Correspondence Should Be Sent

Entire Contract - NCLN20 is a certified DBE and anticipates to perform the entire contract by itself
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):

NCLN20, Inc. is a DBE itself certified through the U.S. Small Business Administration

and intends to perform all work on this contract itself. If the SCMTD requires additional

DBE firms to participate on this contract in the form of subcontract, NCLN20, Inc. will

subcontract the minimum amount required. However, NCLN20, Inc. anticipates that since

it is a certified DBE firm itself, it will not be required to subcontract any work on this

contract. Our certification number with the SBA and the Federal Government is CAGE

Code 1HWT3 updated as of 02/03/2006.

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

(Contractor) NCLN20, Inc. certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

(Contractor) NCLN20, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.


Signature and Title of Authorized Official

Sihaya Jones, Vice-President

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 NCLN20, Inc.
Signature of Authorized Official 
Name and Title of Authorized Official Sihaya Jones, Vice-President
Date October 30, 2006

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " 12}
(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.

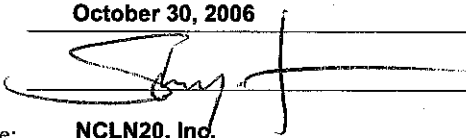
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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: October 30, 2006
Signature: 
Company Name: NCLN20, Inc.
Title: Sihaya Jones, Vice-President

OR

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

Date: Not Applicable
Signature: _____
Company Name: _____
Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME NCLN20, Inc. CONTRACTOR'S ADDRESS 1850 Gateway Boulevard, Suite 230
 DBE GOAL FROM CONTRACT Non Listed as of yet in the RFP % Concord, CA 94520
 FED. NO. 94-326-0474
 COUNTY Santa Cruz
 AGENCY Santa Cruz Metropolitan Transit District
 CONTRACT NO. District RFP# 06-07

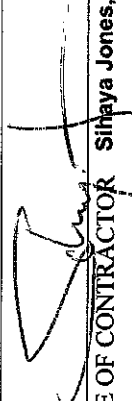
PROPOSAL AMOUNT \$ _____ Prices are listed on an hourly basis not annually
 PROPOSAL OPENING DATE October 30, 2006
 DATE OF DBE CERTIFICATION 02/03/2006
 SOURCE ** U.S. Small Business Administration
 Certification #: CAGE Code 1HW73

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
-------------------	--	---------------------------	-------------	-----------------------	-------------

All work is to be performed by the prime contractor who is a certified DBE through the U.S. Small Business Administration (SBA) under CAGE Code 1HW73.
 If the City of Santa Cruz has its own DBE certification, NCLN20, Inc. - if awarded this contract - will ensure that it will complete the City of Santa Cruz's DBE certification.
 If the City of Santa Cruz still requires that a certain amount (i.e. percentage) of work is still subcontracted out to City of Santa Cruz certified DBEs, NCLN20 will meet the minimum DBE subcontracting goals established by the City of Santa Cruz for this project. However, we anticipate that as a DBE ourselves, we will not be required to subcontract any work out and that the current SBA certification will suffice in this regard with the proviso that we will obtain the DBE certification from the City of Santa Cruz upon award of this contract.

TOTAL CLAIMED DBE PARTICIPATION \$ _____ 100 %

SIGNATURE OF CONTRACTOR  Srinaya Jones, Vice-President
 AREA CODE/TELEPHONE 925-246-6160

October 30, 2006
 DATE

(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.



PROPOSAL

SECTION 3

EXECUTIVE SUMMARY



SECTION 3

EXECUTIVE SUMMARY

3.1. COMPANY EXPERIENCE STATEMENT

NCLN20 provides quality security guard, emergency dispatch, and alarm monitoring services to numerous Governmental, Public, Industrial and Commercial customers since June of 1990. NCLN20 has performed a variety of different services to its customers under its service contracts including but not limited to:

- Maintaining Law and Order
- Entrance and Exit Control
- Vehicle / Mobile Patrol
- Traffic Control and Enforcement
- Safety Reviews
- Emergency Response Services
- Pass & Identification Services
- Security Escort Services
- Perimeter Security
- Communication Services
- Customer Relation Services
- CCTV Monitoring
- Emergency Dispatch Services
- Security & Fire System Monitoring
- Law Enforcement
- Roving Patrols
- Bicycle Patrol
- Key Issuance and Storage
- Accident Investigation
- Incident Reporting
- Civil Disturbance Response
- Bomb Threat Response Services
- Crowd Control Services
- Incident Reporting
- Undercover Surveillance
- Alarm System Testing
- Equipment Maintenance
- Computer Operation

NCLN20 provides these services with the utmost efficiency, integrity, and quality, on time and always within budget.

NCLN20's experience in the private security industry and its proven performance record in working for the U.S. Government, State Government agencies, various Public Agencies and Commercial Customers and the experience of its management team uniquely qualify the firm for providing Security Guard Services to Santa Cruz Metropolitan Transit District.

In 2001, NCLN20 completed a 5-year GSA contract to provide Security Guard Services in the California Counties of Santa Barbara and San Luis Obispo. Since 2000, NCLN20 has performed on two contracts to provide security services at the USDA in Albany and the VA in Vallejo. Since April 2002, NCLN20 has provided security guard services for GSA (now under the U.S. Department of Homeland Security) within the California Counties of Sacramento and San Joaquin which includes most of Northern California and encompasses over 120 armed Security Officers in the Greater Sacramento Metropolitan Area. This contract was expanded in 2005 to include all federal buildings and offices in the California Central Valley from Modesto in the North to Bakersfield in the South and from Sonora in the East to Salinas in the West. Additionally, armed security services for the Social Security Administration's Richmond Processing Center were added in 2005. Also, in 2006, NCLN20 commenced providing security guard services to the City of Modesto which includes revenue collection services and security for the city's transit center.



Unfortunately during its tenure, NCLN20 personnel have had to perform through two of the most horrific terrorist attacks in the history of the United States: the Oklahoma bombing and the New York City 9/11. In New York our staff supported the emergency response to the 9/11 bombings while operating within blocks from the twin-towers complex. During each of these major events, NCLN20 staff manned Regional Emergency Control Centers through very difficult times with no drop in service. NCLN20 personnel were lauded for their dedication and support to FPS and other Government agencies.

3.2. SIMILAR CONTRACT EXPERIENCE

NCLN20 has had extensive experience in providing security services at similar and larger projects as that for the Santa Cruz Metropolitan Transit District. For example, we have provided security services at:

- City of Modesto where we provide unarmed security guard services at the city's transit center and where we provide revenue collection services for the city's transit system.
- Folsom Dam; we secured an area of more than 20 square miles with an important physical infra-structure to include various buildings. This project provides 24/7 security and includes among others: armed security guard services, roving patrols, gate security, ID and property checks.
- Richmond Social Security Center; we provide full security to this 75 acre facility that includes several large 10-story office buildings. Some of the security services provided at this facility are: gate security, child care security, ID and property checks, roving patrol services, dispatch services, vehicle checks, and alarm monitoring services.
- Numerous U.S. Courthouses and Federal Office Buildings; at these facilities we provide: security guard services, patrol services, magnetometer and metal detection services, and alarm monitoring services.
- Albany EPA Campus; at this large office complex we provide: security guard services, alarm monitoring, patrol services, ID check services, after-hours escort services, etc....

On all of these contracts we deal with the general public on an on-going basis from small government offices that are open to the public to large Federal buildings that received thousands of visitors per day to the Modesto transit center that is very similar to that for the Santa Cruz Metro Center.

3.3. EMPLOYEE QUALIFICATIONS

Guards employed by NCLN20 to work at the Santa Cruz Metropolitan Transit District will meet all qualifications specified in the Solicitation. In addition all guards hired will be at least 21 years of age, possess a high school diploma or equivalency, have two years experience in guard services and demonstrate:

- Knowledge of communications procedures.
- Knowledge of guard services.
- Required limited skills to operate a computer.
- Ability to read, understand, and apply printed procedures, rules, instructions, detailed orders, and training materials (in English).



- Ability to maintain poise and self-control under stress.
- Ability to compose and write clear, concise, accurate, and detailed reports and messages (in English)
- Ability to deal with the general public, Customer employees and other law enforcement agencies over the telephone and radio and in person.
- Ability to speak the English language in a clear, distinct, and understandable manner (during radio telecommunications and public encounters).
- Have a working knowledge of Spanish so as to effectively communicate with Spanish speaking transit customers who may attend the Santa Cruz Metro Center.
- Ability to operate two-way radios in accordance with FCC regulations.
- Knowledge of varied communications equipment.
- The use of microprocessors and related computerized equipment, to include data input and retrieval functions.
- The use of mobile patrol vehicles.
- Have a California driver's license with a good driving record
- Possess a valid and current California Guard Card issued by the Bureau of Security and Investigative Services of the Department of Consumer Affairs of the State of California.
- The aptitude to efficiently and safely use a bicycle or motor vehicle if needed.
- Use of non-lethal force
- Certification in CPR and First Aid.

3.4. PROPOSAL MEETS MINIMUM REQUIREMENTS

The RFP lists various minimum requirements in the specifications, NCLN20 meets all of these minimum requirements:

A. Experience in the Operation of a Security Service Operation

NCLN20, Inc. has provided Security Guard Services since 1990 first as a sole proprietorship under the name of SecureCo and since 1996 as a California Corporation under the corporate name of NCLN20, Inc. This proposal contains numerous customer references that demonstrate that NCLN20 has been providing Security Services to government and commercial customers continuously for more than three years.

B. Ability to Provide the Necessary Number of Guards

NCLN20, Inc. employs in excess of 350 guards throughout the United States of which 250+ are employed in Northern California. Of these California guards, approximately 60 are employed in the Greater Bay area and are within less than 1-hour commuting distance from Santa Cruz, approximately 100+ are within 2-hours commuting distance from the Santa Cruz Metropolitan Transit District and the remaining 90 are within 3-hours commuting distance from the Santa Cruz Metropolitan Transit District. This clearly demonstrates our ability to meet any emergency staffing requirements for this project.

C. Possess a current PPO License

NCLN20, Inc. has a current PPO license issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services. Our PPO license number is PPO 13624 which is current and expires on July 31, 2008



3.5. PROPOSAL ORGANIZATION

This Proposal consists of the following 8 sections:

1. Proposal Submittal Letter,
2. Completed and Executed Bid Forms,
3. Executive Summary,
4. Experience & Past Performance (References),
5. Personnel Qualifications,
6. Quality Control Plan,
7. Management Plan,
8. Training Plan, and
9. Price Proposal.

One (1) original and four (4) copies of this proposal have been provided in this submission.

3.6. DBE CERTIFICATION

NCLN20, Inc. is a DBE certified company through the U.S. Small Business Administration. Our CAGE Code number is 1HWT3 which was updated on 02/03/2006. It is NCLN20's intent to perform all the work under this contract with the SCMTD by itself without any subcontractors. If the SCMTD requires NCLN20 to have subcontractors on this project to meet any District or City imposed DBE subcontract requirements, NCLN20 will comply and subcontract the required percentage of services out to certified DBE subcontractors. However, since NCLN20 itself is a certified DBE, we anticipate that this will suffice in this regard. If the DBE certification from the U.S. Small Business Administration does not meet the SCMTD requirements, NCLN20 will obtain any needed DBE certification from the SCMTD or the City of Santa Cruz upon award of this contract.

3.7. PROPOSAL EVALUATION CRITERIA

NCLN20, Inc. has addressed all the evaluation criteria listed in Section 6 of Part III of the RFP in its proposal in the following sections:

- | | | | |
|------|-----------------------------|---|--|
| 1. | Responsiveness of Proposal: | - | Executive Summary and proposal overall |
| 2.a. | Proposed Personnel: | - | Chapter 5 |
| 2.b. | Proposed Training Plan: | - | Chapter 8 |
| 2.c. | Proposed Management Team: | - | Chapter 5 |
| 3. | Experience of Firm: | - | Chapter 4 |
| 4. | Cost of Contract: | - | Chapter 9 |
| 5. | DBE Participation: | - | Bid Forms & Proposal Chapter 3 6 above |

Additional proposal sections have been included to provide a more complete overview of NCLN20 and its capabilities.



PROPOSAL

SECTION 4

EXPERIENCE & PAST PERFORMANCE



SECTION 4

EXPERIENCE & PAST PERFORMANCE

4.1. COMPANY BACKGROUND

NCLN20, Inc. is a Small Business founded in 1990 by its owner and CEO, Steve Jones, a retired nineteen-year veteran of the San Francisco Police Department. The company, under Mr. Jones' leadership, has provided security and emergency communication and dispatch services for the past fourteen years. The company has grown from a startup company in 1990 to a firm with revenues in FY-2001 of \$3 Million, revenues in FY-2002 in excess of \$7 Million, revenues in FY-2003 in excess of \$9 Million, revenues in FY-2004 in excess of \$10 Million and revenues in FY-2005 in excess of \$11 Million. The company provides Security Guard, Dispatch and Telecommunication Services to U.S. Federal Government agencies, State Government agencies, public utilities and private industry.

Our largest contract is in Sacramento, California and has in excess of 200+ armed Security Officers. This contract is with the U.S. Department of Homeland Security and covers the geographic area of the counties of Sacramento and San Joaquin and the entire Northern California area from Sacramento to Eureka. This contract also includes providing armed Security Guard Services at Folsom Dam.

In addition to providing Security Guard Services, NCLN20 has had contracts with the U.S. General Services Administration's Federal Protective Services to provide video monitoring, alarm monitoring and radio dispatch services. NCLN20 has provided monitoring services for GSA Regions, 9, 4 and 2 (San Francisco, New York and Atlanta). The services in Regions 9 and 4 also incorporated law enforcement telecommunications. Operators were also required to run wants and warrants on vehicles and persons, and were required to verify warrants with the local law enforcement agencies. In addition, operators entered property into the FBI's National Crime Information Center (NCIC) database. Currently, NCLN20 is providing alarm monitoring and dispatch services in New York for the Department of Veteran Affairs in Brooklyn.

Unfortunately during its tenure, NCLN20 personnel have had to perform through two of the most horrific terrorist attacks in the history of the United States: the Oklahoma bombing and the New York City 9/11. In New York our staff supported the emergency response to the 9/11 bombings while operating within blocks from the twin-towers complex. During each of these major events, NCLN20 staff manned Regional Emergency Control Centers through very difficult times with no drop in service. NCLN20 personnel were lauded for their dedication and support to FPS and other Government agencies.

In ten years of providing services to the Federal Government, NCLN20 has developed a strong knowledge of Government security operations and contract requirements. NCLN20 has implemented successful startups of security guard contracts in each of the regions that we have worked. Our references will verify that NCLN20's partnership with its customers has been extremely successful. Working in coordination with its customer organizations, NCLN20 helped refine several processes and introduce numerous others, resulting in



improved performance and more efficient security guard services and dispatch and emergency communications services

NCLN20's success stems from its corporate philosophy towards personnel management. NCLN20 starts by setting high – but attainable – standards and expectations for its employees. The company hires managers, supervisors, and personnel who are qualified and who can meet the company and customers expectations. NCLN20 monitors the performance of its employees closely. All employees are encouraged to share ownership of our mission through personal and collective initiative and creativity. Employees are provided with the tools and training to do their jobs and an environment conducive to do so. Because of our experience and outstanding project management, NCLN20 is extremely qualified and eager to provide the services requested in the subject project specifications to provide armed Security Guard Services to the Santa Cruz Metropolitan Transit District

4.2. COMPANY EXPERIENCE STATEMENT

NCLN20 provides quality security guard, emergency dispatch, and alarm monitoring services to numerous Governmental, Public, Industrial and Commercial customers since June of 1990. NCLN20 has performed a variety of different services to its customers under its service contracts including but not limited to:

- Maintaining Law and Order
- Entrance and Exit Control
- Vehicle / Mobile Patrol
- Traffic Control and Enforcement
- Safety Reviews
- Emergency Response Services
- Pass & Identification Services
- Security Escort Services
- Perimeter Security
- Communication Services
- Customer Relation Services
- CCTV Monitoring
- Emergency Dispatch Services
- Security & Fire System Monitoring
- Law Enforcement
- Roving Patrols
- Bicycle Patrol
- Key Issuance and Storage
- Accident Investigation
- Incident Reporting
- Civil Disturbance Response
- Bomb Threat Response Services
- Crowd Control Services
- Incident Reporting
- Undercover Surveillance
- Alarm System Testing
- Equipment Maintenance
- Computer Operation

NCLN20 provides these services with the utmost efficiency, integrity, and quality, on time and always within budget. NCLN20's experience in the private security industry and its proven performance record in working for the U.S. Government, State Government agencies, various Public Agencies and Commercial Customers and the experience of its management team uniquely qualify the firm for providing Security Services to the Santa Cruz Metropolitan Transit District.

In 2001, NCLN20 completed a 5-year GSA contract to provide Security Guard Services in the California Counties of Santa Barbara and San Luis Obispo. Since 2000, NCLN20 has performed on two contracts to provide security services at the USDA in Albany and the VA in Vallejo. Since April 2002, NCLN20 has provided security guard services for GSA (now under the U.S. Department of Homeland Security) within the California Counties of Sacramento and San Joaquin which includes most of Northern California and encompasses



over 120+ armed Security Officers in the Greater Sacramento Metropolitan Area. This contract was expanded in April 2005 to include all federal buildings and offices in the California Central Valley from Modesto in the North to Bakersfield in the South and from Sonora in the East to Salinas in the West which added 40+ additional armed security officers to this project. Also in April 2005, NCLN20 was requested to commence providing armed security guard services to the Social Security Administration's Western Service Processing Center in Richmond, California which added an additional 35+ guards to this contract. The total guard force on this contract is presently in excess of 200+ armed guard personnel.

4.3. SIMILAR CONTRACT EXPERIENCE

NCLN20 has had extensive experience in providing security services at similar projects as that requested by the Santa Cruz Metropolitan Transit District. For example, we have provided security services at:

- City of Modesto where we provide unarmed security guard services at the City of Modesto Transit Center and where we provide armed revenue collection services for the city's transit system at the City of Modesto bus maintenance facility. These services are provided 7 days per week
- Numerous U.S. Courthouses, Federal Office Buildings and SSA offices; at these facilities we provide among others: armed security guard services, patrol services, magnetometer and metal detection services, and alarm monitoring services. These services are provided over a large geographic area from Sacramento in the North to Bakersfield in the South from Salinas and Gilroy in the West to Tuolumne County in the East. The total geographic area exceeds more than 25,000 square miles.
- Folsom Dam; we secured an area of more than 20 square miles with an important physical infra-structure to include various buildings. This project provides 24/7 security and includes among others: armed security guards, roving patrols, gate security, ID and property checks
- Richmond Social Security Center; we provide full security to this 75 acre facility that includes several large 10-story office buildings. Some of the security services provided at this facility are: gate security, child care security, ID and property checks, roving patrol services, dispatch services, vehicle checks, and alarm monitoring services.
- Albany EPA Campus; at this large office complex we provide: security guard services, alarm monitoring, patrol services, ID check services, after-hours escort services, etc.

4.4. NUMBER OF CURRENT EMPLOYEES

NCLN20, Inc. currently employs in excess of 400 employees. The following table provides an overview of the employment experience of NCLN20 during the past five (5) calendar years. This table shows that NCLN20, Inc. has proven experience in managing contracts for Security Guard Services and for Security related services where it employed in excess of 300+ employees per year on average for the past five years and in excess of 400 employees at the present.



NCLN20, Inc. – Recent Employment History

No.	Services Provided	Customer / Agency	Number of Personnel				
			2002	2003	2004	2005	2006
1	Armed Security Guard Services For all Federal Buildings in Counties of Sacramento & San Joaquin, CA	U.S. Department of Homeland Services San Francisco, CA	100	110	115	125	135
2	Armed Security Guard Services, For all Federal Buildings in the Central Valley	U.S. Department of Homeland Services San Francisco, CA	0	0	0	45	45
3	Armed Security Guard Services, For the Richmond Social Security Service Center	U.S. Department of Homeland Services San Francisco, CA	0	0	0	35	35
4	Armed Security Guard Services, For USDA in Albany, CA	General Services Administration San Francisco, CA	7	7	7	7	7
5	Dispatch Operator Services	Veteran Administration New York, NY	14	14	14	14	14
6	Security Guard Services at Pardee Dam, CA	East Bay Municipal Utility Distr Oakland, CA	10	10	10	0	0
7	Armed Security Guard Services, For Santa Barbara & Environs	General Services Admin San Francisco, CA	0	0	0	0	0
8	REMCC Operator Services	General Services Admin New York, NY	14	14	0	0	0
9	Dispatch Operator Services	General Services Admin San Francisco, CA	14	14	0	0	0
10	Dispatch Operator Services	General Services Admin Atlanta, GA	18	0	0	0	0
11	Security Guard Services	Ponderosa Homes Pleasanton, CA	8	8	8	8	8
12	Security Guard Services	City of Modesto Modesto, CA	0	0	0	0	25
12	Security Guard Services	Small Commercial Contracts in Greater Bay Area	25	38	44	44	44
13	Security Guard Services	Small Commercial Contracts in State of New York	0	0	50	75	85
14	Security Guard Services	Government & Commercial Contracts in State of Florida	0	0	10	15	20
15	Security Guard Services	Government & Commercial Contracts in State of Georgia	0	0	10	15	15
Totals			210	215	268	383	433

4.5. CONTRACT REFERENCES

The following table contains a listing of three (3) contracts for present and past security services provided by NCLN20 to a selection of its customers. The three (3) contract references provided are as follows:



NCLN20 Contract References

#	Services Provided	Customer / Agency
2	Armed Security Guard Services, for California Counties of Sacramento and San Joaquin & SSA Richmond Processing Center & California Central Valley	U.S. Department of Homeland Security (DHS) Federal Protective Services Division (9PSS) - Support Services Branch Attn.: Linda Hauser, Contracting Officer 450 Golden Gate Avenue, Room 5205 San Francisco, CA 94102-3400 Tel.: 415-522-8125 Fax: 415-522-3118 E-mail: linda.hauser@dhs.gov
3	Unarmed Security Guard Services, for the State of California – Department of Rehabilitation in Sacramento, CA	State of California Department of Rehabilitation Attn.: Jennifer Hixon, Assistant Chief of Business Svcs. 2000 Evergreen Street, 2 nd Floor Sacramento, CA 95815 Tel.: 916-947-0091 (cellular) Tel.: 916-263-8704 (office)
1	Armed & Unarmed Uniformed Security Guard Services for the City of Modesto, CA	City of Modesto Attn.: Ken Masasso, Senior Buyer 1010 Tenth Street, Suite 6600 City of Modesto, CA 95354 Tel.: 209-577-5405 Fax: 209-544-8821 E-Mail: kmasasso@modestogov.com

NCLN20, Inc. has never had any of its contracts been terminated for default nor have there been any significant performance problems that have resulted in a cure notice or show cause notice. This reference listing illustrates the excellent reputation that NCLN20 has been able to build within the government arena to be a reliable and dependable service provider in the Security Guard Services industry.



PROPOSAL

SECTION 5

PERSONNEL QUALIFICATIONS



SECTION 5 PERSONNEL QUALIFICATIONS

5.1. NCLN20 EXECUTIVE MANAGEMENT TEAM

The following listing represents the corporate key management personnel of NCLN20, Inc for this project:

- Steve Jones, President / CEO
- Sihaya Jones, Vice-President
- Karim Abercrombia, Chief of Operations
- Maureen Clarke, Administrative Manager
- Denny Riley, Corporate QC Manager

All corporate key personnel listed herein have extensive management and technical experience in the Dispatch, Emergency Communications, Monitoring and Security Services industry and in managing and operating Government contracts.

Steve Jones, President / CEO – Mr. Jones has extensive experience in Law Enforcement and Private Security Industry with nearly 30 years of hands-on experience. Mr. Jones has demonstrated the ability to manage a security contract, as well as, a security business from start-up to complex security analysis and management. Mr. Jones is responsible for the development of NCLN20's strategic direction and its implementation.

Sihaya Jones, Vice-President – Ms. Healy-Jones oversees all of the company's financial, accounting, and payroll activities. Ms. Healy-Jones has had these responsibilities with NCLN20 for the past four (4) years and has been involved in managing the company's from a 100 employee company to a 300+ employee company with annual revenues in excess of \$10 million and with bi-coastal operations.

Karim Abercrombia, Chief of Operations – Mr. Abercrombia oversees all company operations and contract administrations. Mr. Abercrombia has been involved with Government contracts since 1995. Mr. Abercrombia conducted control center contract startups in San Francisco, New York and Atlanta. He ran the San Francisco FPS Regional Control Center for four years. He has extensive knowledge of government contracts and control center operations. Mr. Abercrombia is recognized throughout GSA for his expertise in control center operations and his ability to integrate contract personnel into Government operations. He has worked with the Federal Protective Service to implement automated dispatching in San Francisco and Atlanta. Additionally, while with NCLN20, he has developed experience in starting up and managing security guard contracts and he has acted as the security guard division manager. Mr. Abercrombia is responsible for the overall day-to-day operation of NCLN20.

Maureen Clarke, Administrative Manager – Ms. Clarke has extensive experience in project management, federal contracts, inner workings of GSA / FPS operations and contracts. Ms. Clarke has more than fourteen years of experience in dispatch and security operations for the San Francisco Police Department and for the GSA / FPS in San



Francisco. Her organizational abilities and her experience with FPS and security operations in general make her an excellent Administrative Manager, someone who can understand the operational needs in the field as well as the administrative and record keeping needs of Federal contracts and someone who is able to strike an effective balance between the two.

Denny Riley, Corporate QC Manager – Mr. Riley has extensive experience in project management, security guard services, and quality control inspections. Mr. Riley has been NCLN20's corporate QC Manager for the past three years. While with NCLN20, he has improved the quality of the company's operations by diligently conducting on-going and thorough on-site inspections of all of NCLN20's contracts and security guard posts. He started by developing an overall company-wide quality control plan which included an all-encompassing QC approach starting at the top of the organization and trickling down to project managers, project supervisors, lead guards and finally the security officers themselves. Mr. Riley's QC approach, experience and high level of professionalism make him NCLN20's point man to troubleshoot problems, conduct performance investigations and perform corporate Quality Control.

5.2. CORPORATE SUPPORT

NCLN20's corporate and administrative support will provide definitive administrative- and contract-support services to this contract. Examples include, but are not limited to, the following:

- **Financial Management**

Account payable, invoicing, time-keeping review, payroll, cash management and financial project audits. NCLN20 has in place and will utilize its in-house maintained computerized cost-accounting system. This system allows NCLN20 to accurately track costs on a project-by-project basis. The Human Resource module of the program allows NCLN20 to ensure all of our security professionals meet and/or exceed the qualifications as set forth in the contract. The accounting system is reviewed on a monthly basis by our Certified Public Accountant to ensure that all financial records are maintained and recorded in accordance with GAAP.

- **Payroll Management**

Assistance in the processing and review of time cards. NCLN20 utilizes the services of PayChex in its regular payroll processing. Using an outside organization in this regard ensures NCLN20 of a built-in back-up system for its payroll processing by a nationwide organization which can provide the necessary payroll checks and/or direct deposits within all 50 states and all related territories.

- **Human Resources**

Assistance in recruitment, hiring, employee-benefits processing, labor relations, EEO/AAP and worker's compensation insurance planning

- **Training**

Assistance or direct training of Security Professionals and on-site Supervisors. Direct training of Contract Managers and Site Supervisors on-site, at an NCLN20 regional office or at the company's corporate office.

- **Purchasing**

Purchasing of uniforms; security equipment; vehicles and related vehicle equipment; radio communications; computers; office equipment and furniture; and disposable supplies. NCLN20's experience in outfitting large projects has enabled it to develop on-



going vendor relationships which ensure available vendor credit and the most advantageous pricing.

- **Management Information Systems**

Provides support in procedures and manuals development; project computerization and data processing services. The contract managers and site supervisors will be provided a computerized system and a dedicated computer-link to NCLN20's Corporate computer network. This will allow them immediate and secure access to all the necessary personnel information and project information to assist them in their day-to-day project management activities and in report generation.

- **Legal**

Contract review and modification; litigation assistance, if necessary; and labor relations with union-staffed contracts.

- **Management Oversight**

Conducted through contract administration, audit reviews, reporting routines and participation in periodic Progress Review meeting

5.3. PROPOSED PROJECT KEY PERSONNEL

When hiring the key personnel for this project, specifically, the Project Manager, NCLN20 will give the first opportunity to the incumbent personnel if they meet both NCLN20's and the Santa Cruz Metropolitan Transit District's pre-requisite qualifications and if the Santa Cruz Metropolitan Transit District desires the incumbent Supervisor to stay on. If the incumbent Supervisor is unavailable or not qualified, NCLN20 will promote one of its existing Supervisors to this project. As indicated, it is our desire to maintain continuity on a new project. **We therefore propose one of our incumbent Supervisors for this project in this proposal with the proviso that we will give the incumbent Supervisor an opportunity to apply for this position if he/she is available for hire and give him/her the first right of refusal for this position with the pre-requisite that he/she meets NCLN20 & the Santa Cruz Metropolitan Transit District requirements under this new contract.**

Kyle Salas, Regional Project Manager – Mr. Salas has extensive experience in project management, federal contracts, inner workings of security guard operations and contracts. Mr. Salas has more than eight of experience in security guard operations and investigative services. Mr. Salas has acted as the company's Project Manager for its contract with the U.S. Department of Homeland Security to provide Armed Security Guard services to all Federal facilities within the California Counties of Sacramento and San Joaquin. Under this contract he has been in charge of 200+ armed guards. Additionally, Mr. Salas acts as one of the company's corporate QC inspectors and troubleshooters. His extensive experience and familiarity in Security Guard services and high level of energy and professionalism make him the perfect security professional for managing new projects.

Darryl Brooks, Shift / Area Supervisor – Mr. Brooks has extensive experience is Security Guard supervision and in Law Enforcement. He has been employed with NCLN20 for the past three (3) years. Before joining NCLN20, he was a Law Enforcement officer with the Sheriff Departments of Yolo County, El Dorado County and Santa Barbara County. Mr. Brooks is POST certified



5.4. KEY PERSONNEL RESUMES

The following four (4) pages contain the resumes of the proposed Project Manager and the proposed Supervisor, Mr. Darryl Brooks

Resume

Kyle Salas
Project Manager

SUMMARY OF QUALIFICATIONS:

- Five years of security management and surveillance
- Five years of call center management in the digital industry-related sales experience with consistent increased profits, customer and employee satisfaction
- College Curriculum - Computer Information Systems with a concentration in Business
- Extensive and comprehensive customer service skills

EDUCATION:

1987 - 1990 State University New York (SUNY) at Buffalo Buffalo, NY
 Majored in Computer Information Systems

EXPERIENCE:

2001 - Present NCLN20, Inc. Sacramento, CA
Contract Manager – GSA-Sacramento / Corporate QC Specialist

- Responsible for contract start-up of large GSA Contract
- Responsible for implementation of GSA and company policies & procedures
- Responsible for management of Security Guard staff for GSA guard Contracts; managing in excess of 127 guards and 5 supervisors
- Responsible for interfacing with GSA representatives

2000 - 2001 NCLN20, Inc. Pleasanton, CA
Marketing Manager / Contract Manager

- Responsible for company-wide marketing and business development
- Responsible for management of Security Guard staff for commercial guard contracts

1997 - 2001 Key Largo Hotel & Casino Resort Las Vegas, NV
Security Manager (Lieutenant)

Hotel Resort and Casino

- Managed a staff of seven armed security personnel and two sergeants
- Managed a team of surveillance personnel

Participated Training Courses:

- Law Enforcement First Aid/CPR
- Counterfeit, Fraud and Forgery Detection
- Video and Technical Surveillance Operations I and II
- Firearms Training



Resume - Continued

**Kyle Salas
Project Manager**

EXPERIENCE (Continued):

1992 - 1997 SOFTBANK Services Group Buffalo, NY
Call Center Manager -Outbound Telesales

Leading provider of Inbound, Outbound sales and Technical Support services to the digital industry.

- Primary responsibility entails increasing profitability, analyzing metrics to ensure client and customer satisfaction
- Supervise and manage the outbound department of 100 or more telephone agents and 7 supervisors at a 15:1 associate to supervisor ratio
- Institute quality guidelines to ensure client, customer, and associate satisfaction. Administer training at the supervisory level in preparation of assuming managerial duties when necessary
- Motivate associates to increase productivity, profitability, and morale. Implemented Predictive Dialer Technology to increase revenue and productivity.
- Maintain gross margin revenue profits to 43 percent over the past two years.
- Utilize analytical and critical thinking skills to assess problems and implement action plans to ensure client and corporate goals are exceeded
- Execute strategic business plans to exceed revenue and forecasted goals

Accomplishments:

- COPC 2000 knowledgeable
- Ranked in top 3 for sales in department, consistently meeting or exceeding monthly and quarterly quotas
- Process Quality Management Training
- Management training by UCA&L University
- Surpassed client revenue goals every quarter for the past two years
- Completion of Five Star Sales Training program

REFERENCES:

- Clifton Shoulders – Director of Security, Key Largo Hotel & Casino Resort
Las Vegas, NV (702) 733-7777
- Stephen Jones – President/CEO, NCLN20, Inc.
Lafayette, CA (925) 299-2978
- Roderick Pino – Casino Supervisor, Venetian Hotel & Casino Resort
Las Vegas, NV (702) 414-7777



Resume

Darryl Brooks

Supervisor

EXPERIENCE

Area / On-Site Supervisor - August 2002 to Present **NCLN20, Sacramento, California**

Duties and responsibilities are scheduling, post monitoring to ensure that the posts are being properly maintained by our security personnel, emergency coverage, rotating on call coverage, enforcing company policies and procedures, conducting staff meetings as necessary, interviewing and hiring new employee's, maintaining proper and accurate inventory of all weapons and firearms equipment including uniforms and duty gear, ensuring that all Guards are performing all duties specified in the contract by the General Services administration, protecting lives and government property, performing duties in a polite and courteous manner, ensuring that all officer's are trained properly at each site assigned to, ensuring that all forms (1103's, 139's, 1051's etc) are properly filled out by the officer's during site visits. Counseling officers and issuing disciplinary warnings as necessary. Ensuring that the Sacramento Office runs accordingly in the absence of the contract manager, making judgment decisions, responding to emergency situations involving the safety and security of the facility, acting occasionally as a crowd monitor to maintain order. Scheduling officers for tri-annual physicals, annual weapons qualification, and GSA 40 hour bi-annual training recertifications.

Correctional Officer - January 2003 to April 2003 **Yolo County Sheriff's Dept, Woodland, California**

Supervised a total of 76 inmates in one housing unit. Conducted counts periodically to insure that there were no escapees. Monitored inmates' behavior to watch for tension or signs of disturbances building. Booked inmates when they were brought in to custody, classified inmates, fingerprinted, and housed inmates as needed. Escorted inmates throughout the facility.

Computer Operator - July 2000 to August 2002 **EDS / Electronic Data Systems, Rancho Cordova, California**

Duties included monitoring Customer's Program Applications to ensure that they are being executed properly and completed with a good condition code. Monitor job schedules and job streams making changes as needed to ensure the completion of a cycle. Send and receive large files using NDM. Fix "Abends" and make necessary changes to PGENS before submitting job for a restart using CA 7 and CA 11.

Information Technology Technician I - September 1998 to July 2000 **County of Sacramento, Sacramento, California**

Accepted increasing responsibility demonstrating flexibility and ability to learn quickly in the following areas: Mainframe - MVS, JES2, JES3, JCL, TMS, ZEKE, TSO, COMPLETE, SAR, OMEGAMON. Duties include: copying tapes, setting up jobs in production, scanning jobs, verification of job setup, un-spooling, mounting tapes, header dumps, automated tape library, JCL abends, batching files, on-lining files, bouncing jobs (taking them down and bringing them back up again when needed), and providing after-hours helpdesk support. Series 5000 Impact printers.

Manager - March 1997 to August 1998 **Prestige Stations / AM-PM, Woodbridge, California**

Ability to communicate effectively with customers, management, and staff. Recruited, motivated, and developed long-term employees. Trained experienced personnel and developed highly effective teams. Analyzed profitability and productivity of key departments. Consistently maintained high profit margins on all projects. Earned a reputation as a valuable and cooperative coworker by: being fair, honest, and willing to help others when needed; effectively resolving conflicts at appropriate times; and assisting new managers and other staff to become familiar with policy and operations.



Resume - Continued

Darryl Brooks
Supervisor

Correctional Officer II - March 1996 to January 1997

El Dorado County Sheriff's Department, South Lake Tahoe, California

Booked inmates into custody, conducted both in and out of state warrant checks. Classified inmates as to where they were to be housed. Conducted various kinds of searches, escorted inmates throughout the facility, ran work crews, computed inmate release date information, updated files, sent teletypes, and wrote reports. Performed court time which included testifying in certain cases. Disciplined inmates when needed and released inmates upon completion of their time.

Correctional Officer II - February 1994 to March 1996

Santa Barbara County Sheriff's Department, Santa Barbara, California

Duties include supervising the security and conduct of inmates in housing units, in movement, issuing clothing, meal supervision, maintenance of work and operational records and documents, conducting area and personal searches, escorting inmates to and from appointments scheduled for the day, assisting medical and psychiatric staff in inmate management and other assigned duties, calculating release dates and good time and work time accrued by inmates during incarceration, classifying inmates as to where they should be housed in the facility, make in house arrests as necessary, testifying in court as needed, conducting hourly counts to ensure no escapes were made.

EDUCATION AND CREDENTIALS

1992 - Santa Barbara City College and The California Dept of Corrections
PC 832 - P.O.S.T Certification for Powers to Arrest, Firearms and Familiarization and Safety

2002 - Universal Security Academy, Sacramento, California
Guard Card
Weapons Permit - 38/357/9mm
Chemical Agents Card,
Baton / ASP
First Aid / Adult- Child and Infant CPR

EDUCATIONAL PROFILE

H.S. Diploma - June 1980

Madison Mayodan Senior High, Madison, North Carolina
Graduated with honor for 12 years of Perfect Attendance.

Certificate - 1992

Santa Barbara City College, Santa Barbara, California
Course of study was for the following: Self Defense, POST Certification, Weaponless Defense, Ethics, Crime Reports, Arrest Procedures, Drug Identification,

Certificate - 1994

Allan Hancock College, Santa Barbara, California
Course of study included: Crime Reports, Search and Seizure, Blood Born Pathogens, Electronic Shields, Electronic Belt, Law Enforcement Defense Tactics.

Certificate - 2000

Health and Welfare Data Center, Sacramento, California
MVS and JCL Utilities.



5.5. PROPOSED GUARD PERSONNEL RESUMES

At the present time, NCLN20, Inc. has not yet hired any specific guards for this project since we have not yet been awarded the Security Guard Services contract with the Santa Cruz Metropolitan Transit District. Upon award, we will initially assess if the incumbent guards for this project meet the Santa Cruz Metropolitan Transit District approval and qualifications, if these guards are available for continuing employment on this project and if these guards meet NCLN20's qualification requirements. If this is the case, the incumbent employees will first be offered the opportunity to remain on this project in continuing employment. If additional guards have to be hired for this project to replace some or all of the incumbent guards, NCLN20 has a large guard force within its own ranks to pull qualified guards from that meet and exceed the project requirements.

The following pages contain the resumes of various proposed guard personnel who are presently employed with NCLN20, Inc. who will be available to provide Security Guard Services to the Santa Cruz Metropolitan Transit District.

Frank D. Brock

EMPLOYMENT

- 2002-2004 SECURITY OFFICER
NCLN20(NATIONAL COMMAND LINK NET 20) 2YRS, JOB FINISHED
SUPERVISOR: JOHN THIBAUT -
- 1998-2002 SECURITY OFFICER
STOCKTON SECURITY
- 1989 - 1998 MECHANIC
M & H Small Engine Specialists, Stockton, CA
- 1984 - 1988 DRIVER
Texas Street Towing, San Diego, CA
- 1981 - 1983 MANAGER
Budget Rent-A-Car, San Diego, CA
(Hired by Greyhound Rent-A-Car, which sold to True-Value Rent-A-Car, and then to Budget Rent-A-Car)
- 1977 - 1980 DIVING & OFFSHORE CONSTRUCTION CONSULTANT - *Shell and Exxon*
A.O.B. CASBARIAN & ASSOC. - Gretna, La.
Position: Diving & Offshore Construction Consultant
Job Description: Advisor on diving & Construction to major Oil Companies and contracting companies.
- 1974 - 1977 ASSISTANT PROJECT MANAGER / BARGE SUPERINTENDENT -
BROWN & ROOT, INC.
(A HALIBURTON CORPORATION)
GT. YARMOUTH, ENGLAND - ROTTERDAM, THE NETHERLANDS, -STAVANGER,
NORWAY.
ASST. PROJECT MANAGER, CONOCO OIL CO.
ASST. BARGE SUPERINTENDENT.
BARGE SUPERINTENDENT * SENT TO HAMBURG, GERMANY * AMERICAN
EMBASSY * SIGNED INTO LOG BOOK AS
"MASTER OF THE VESSEL, "L. B. MEADERS"
JOB DESCRIPTION:
COMBINATION PIPE LINE/HEAVY DERRICK BARGE, EQUIPMENT,
CREW OF APPROX. 400 MEN, WORK SKEDS,
JOB PLANNING 24/7, AND MY SPREAD OF
3 SEA/GOING TUGS, SUPPLY BOATS/BARGES,
TANKERS, ELECTRONICS BOAT, AND SUBMARINE
TENDER FOR TWO MINI-SUBS, ONE LOCK-OUT
SUB WITH DIVERS, AND OTHER SUB, WHICH
STAYS AT ATMOSPHERIC PRESSURE.....
ALSO MAKING THE RIGHT WEATHER CALLS,
AS THE NORTH SEA" &"IRISH SEA" ARE
EXTREME, WITH SEAS OVER 40 FT., COMMON.
- 1973 - 1974 VICE PRESIDENT & GENERAL MANAGER
TULAGI, INC. & BALEHI INC. WORKING WITH THE EMIR OF DUBAI,
AND HIS AMERICAN MANAGER OF 96 VESSELS FOR PETROLEUM
MAINTENANCE WITH AMERICAN PARTS & EQUIPMENT.

1973 - 1974

VICE PRESIDENT & GENERAL MANAGER

BALEHI INC., SHIPYARD....OUTFITTING SHIPS FOR OIL FIELD
NEEDS....

1976 - 1982

"BROCK & CO INC!"
MY OWN CORPORATION (LOUISIANA) I WAS
OWNER & CEO (BUYING & SELLING
HEAVY EQUIPT - HAD STATESIDE
MANAGER, B. TRIPP.....

1961 - 1973

DIVER / SUPERINTENDENT / AREA MANAGER OF S.E. ASIA
Taylor Diving Company, Gretna, LA

TAYLOR DIVING COMPANY -- Gretna, La.
Position: Diver, Superintendent, Area Mgr. S.E. Asia.
Job Description: Diving and Salvage work gulf of Mexico,
Middle East, Europe, Asia, Japan, Africa etal.

EDUCATION

- Small Engine Repair, Woodruff Regional Occupation Center, Stockton, CA 1988
- Computer Technician, Technical Training School, Campbell, CA 1981
- X-Ray School, Pittsburgh Testing Labs, New Orleans, LA 1970
- Welding, Oakland City College, Oakland, CA 1961
- Commercial School of Deep Sea Diving, Oakland, CA 1961
- Commercial Law, A.I.B., San Francisco, CA 1957
- Economics, A.I.B., San Francisco, CA 1956
- Accounting Major, Lasalle Extension University, Chicago, IL 1955-1956
- G E D/Radioman 3rd Class, U.S. Navy, 1950-1954

REFERENCES

Provided on request.

Hugo Sosa

Experience

- 12/05-present **Beale AFB** **AFB,CA**
 - Ensure only authorized personnel, properly sponsored guests or special events participants and their vehicles are allowed access to the installation.
 - Detain, apprehend or cite individuals who attempt to gain unauthorized entry to the installation in accordance with the Beale AFB regulations.
 - Immediately notify the security Forces Control Center of any situation using the primary means communication the radio and second means landline.
 - Responsible Entry Point Check vehicle inspection inbound and outbound checks of the installation

- 8/03-11/05 **NASA** **Moffet Field,CA**
 - **Sgt. Security Officer**
 - Responsible as assigned for providing 24 hours per day, 7 days per week services designed to effectively prevent crime, minimize personnel injury or loss of life, damage, loss or destruction of property and disruption of operations on Ames Research Center.
 - Responsible to held strict accountability for the good order of the Patrol Zone or post and immediately report security areas that are found not secured .
 - Maintain constant communication with Dispatch Center of their locations and the nature of the activity involved in at all times.
 - Responsible for the performance of Vehicle Inspection Services in accordance with the current Standard Operating Procedure and as directed by the NASA.

- 11/02-7/03 **AT Systems, Inc.** **Menlo Park,CA**
 - **Security Officer (Route Captain)**
 - Responsible for drive automatic vehicles weighing from 6,100 to 20,420 gvw a minimum of 8 hours per day.
 - Loading and unloading of cargo consisting of cassettes, bags, and boxes of coin and currency, carrying a minimum of 50 pounds by hand or up to several hundred pounds by cart.
 - Counting items, recording amounts and serial numbers, signing receipts and manifests.
 - Guarding as messenger all deliveries and pick-ups to/from customers.

- 11/01-10/02 **International Services, Inc.** **San Leandro,CA**
 - **Patrol Supervisor**
 - Evaluates security procedures and recommends improvements. Performs physical Security and procedural tests. Works with the facilities management to ensure the Facility meets minimum-security requirements.
 - Supervises and directs day shift activities in/outdoor access control, building patrol. Writes and gives performance reviews.
 - Provides for appropriate training in the areas of safety and security education for all personnel at assigned FEDEX facilities at the Oakland Airport.

- 11/00-10-01 **Sannina Corporation** **San Jose,CA**
 - **Master Scheduler**
 - Determine impact of new product introductions, product cutover, ECN changes / implementation and impact to the schedule and Inventory.
 - Provide leadership to other Master Scheduler and production planners.
 - Responsible for managing excess and obsolete inventory.

Education	2005	Managing Civil Actions in Treat Incidents	
	2004	NASA Security Officer Enforcement	
	2004	Newark Citizen Police Academy	
	2001	University of Wexford	M.B.A. Business Administration
	1990-1992	The Education Society for Resource Management	Apics Certification
	1993	Computer Learning Center	Computer Certification
	1981	Rafael Landivar College - Guatemala	A.S. Degree/Education

Computer Skills

- H.P. 3000(Ask ManMan/Omar) IBM mainframe(ASI), VMS, Vantive, Agile, Business Objects, Manex, Oracle Database, Oracle Discoverer.
- Win95/98/NT/2000/XP(Excel, Word, Powerpoint, access, Microsoft Project, Vision 00, etc)

Other Skills

- Familiarity with GMP and ISO standards
- Bilingual (Spanish/English), detail oriented, responsible, motivated, quick learner, team player, well organized.
- Secret clearance DoD (Department of defense).
- Vapor tracer 2 operator course

Reference: Available upon request

Sorne Choy

Experience:

2004-2005 International Security Industrial San Jose, CA
Armed Guard Officer / Armored driver guard

- **Performing in armed environment, Armed Service Technicians are responsible for the pickup and delivery of customer order in accordance within designated routes; replenish ATM machines. ability to affectively communicate verbally with team member.**
- **Performing armed guard officer, Government building , lobby reception bank and company . the primary function of the security officer is to protect safeguarding the client ,employees ,guests and the general public. for protecting while providing security solutions to ensures safety .**
- **Qualification previous professional security officer communication skills and attention to detail. Security officers executive protection and workplace**
- **Report to work as assigned , unsafe acts and environmental conditions and complete shift assignment.**

2003 -2004 Global Security Management Agency Sunnyvale ,CA
Security Officer Guard / Loss prevention

- **Performed inside and outside building patrol. File reports on unusual**
- **Activities monitor and investigate all activity around patrol area.**
- **Violation incident reporting . perform safe inspection emergency**
- **Response Assisted customers prevent criminal activity monitor .**

2001 - 2002 Global Aviation Security, Corp. San Jose, CA
Security Screener Aviation

- **Performed ,operate and monitor use of security metal detector equipment**
- **Personal inspection of passengers with hand wands.**
- **Operate x-ray equipment for baggage checks.**
- **Operate explosives detection equipment for baggage checks,**
- **Checked boarding pass and assist if they need.**

2000-2001 APW Enclosure System , Corp San Jose,, CA
QA . QC Control Inspector

- **Performed in process inspections for draft attachment process**
- **Visual dimensional inspections and tests of work in process**

David Edward La Breque

I have over 14 years of combined experience as an armed Military Security Specialist and Security Officer for the US Air Force, US General Services Administration and the US Department of Homeland Security. I have over 6 years additional experience in Private Security with specialized training as a supervisor and instructor.

Apr 2002 to present

NCLN20
3404 Hall Lane Lafayette, CA 94549

I currently perform duties as an armed Security Officer (Guard II) at a Department of Homeland Security contract for Federal properties in the San Joaquin county. I am responsible for the protection of government personnel and property at the assigned location.

Apr 1997 to Mar 2002

Paige's Security Services, Inc.
3084 Del Monte, Suite D Marina, CA 93933

I performed duties as an armed Security Officer (Guard II) at a General Services Administration contract for Federal properties in the San Joaquin and Stanislaus counties. I was responsible for the protection of the personnel and property, at the assigned location, under the direct supervision of the Federal Protective Service.

May 1995 to Mar 1997

Dean's Security Professionals
16900 Lakewood Blvd #209 Bellflower, CA 90706

I performed duties as an armed Security Officer (Guard II) at a General Services Administration contract for Federal properties in the San Joaquin and Stanislaus counties. I was responsible for the protection of the personnel and property, at the assigned location, under the direct supervision of the Federal Protective Service.

Oct 1990 to Oct 1991

California Air National Guard
129th Mission Support Squadron Moffet Field, CA

I performed duties as a Security Policeman for the 129th Mission Support Squadron Security Police. As a Senior Airman (E4), I was responsible for Entry Control, Perimeter and Flightline Security. I was also the only full time firearms instructor on active duty during Operation Desert Storm.

May 1982 -- September 1985

United States Air Force
1608th Security Police Squadron Kirtland AFB, NM

I performed duties as a Security Policeman for the 1608th Security Police Squadron. As a Airman First Class (E3), I was responsible for Entry Control, Perimeter and WSA Security.

References available upon request

Jaime Manuel Rodriguez

Objective To utilize my military training and skills in a fast-paced, stimulating and challenging environment. I am, a motivated self-starter who is used to working with a variety of people under stressful conditions.

Certificates and Awards

- Statement of War Time Service
- Combat Medical Badge awarded in support of Operation Enduring Freedom (Afghanistan) and Operation Iraqi Freedom (Iraq)
- Certificate for Expert Field Medical Badge
- Certificate for JRTC Leaders Training Program 1
- Certificate for Appreciation for Services in Egypt and Iraq
- Certificate of Completion For Military Airborne School
- Received the Army Commendation Medal
- Certificate for Completion of Field Sanitation Course
- Drivers Badge

Work Experience June 2003 – Current
U.S. Army National Guard Turlock/Modesto, California
29th Brigade - 1st Battalion/184 Infantry Regiment
HealthCare Specialist / Squad Leader
Instruct and assist in Medical training courses, provided medical coverage for marksmanship ranges, squad leader of a medical element

August 2004 – January 2006
U.S. Army National Guard – Deployment to Iraq (Operation Iraqi Freedom)
HealthCare Specialist / Infantryman
Provided medical coverage and assistance to military personnel and local nationals as needed, assisted in covert raids, checkpoint guard duty, mounted / dismounted patrols, convoy escorts

April 2004 – July 2004
Sundial Senior Lodge Modesto, California
Caregiver / Medical Technician
Hospice care including medication distribution, maintained vitals, meal distribution, personal hygiene maintenance

June 1999 – June 2003
U.S. Army (Active Duty) Ft. Bragg, North Carolina
82nd Airborne Division - 2nd Battalion/ 505 Parachute Infantry Regiment
HealthCare Specialist / Team Leader
Medical duties consisted of clinical and hospital rotations, maintaining of medical and immunization records, provide immunizations, medical assistance on parachute jumps and marksmanship ranges. While serving with my unit, I was deployed overseas to Kosovo, Egypt, Afghanistan.

Education and Training **Joint Readiness Training Center** Ft. Polk, Louisiana
(Woodland) Offensive / Defensive combat skills, Improvised Explosive Device education, Unexploded Ordinance education, Convoy Escort training, Enemy prisoner of war detention, Security of key facilities, Riot control measures

National Training Center Ft. Irwin California
(Desert) Offensive/ Defensive combat skills, Landmine detection, React to Contact movements, Convoy Escort training, Long Range movements

U.S. Army Medical School Ft. Sam Houston, Texas
(1)Semester hour of Anatomy and Physiology, (4) Emergency Medical Technology, (2) EMT Clinical Experience, (2) Basic Nursing Skills (1) Nursing Clinical Experience
Hands on medical training for National Registry E.M.T.

Grace M Davis High School Modesto, California
High school Diploma

References Available Upon Request

Fred D. Lennear

Objective: Seeking a Security Officer position.

Skills Summary

- Skilled at protecting property, buildings, and grounds from loss or damage
- Excellent communication and interpersonal skills, relate well in public contact situations
- Alert, calm, and react quickly in stressful and critical situations

Qualifications

Issued by American Red Cross

- Standard First Aid
- Infant and Child CPR
- Preventing Disease Transmission
- Adult CPR / AED

Consumer Affairs

- Expandable Baton / Baton
- Exposed Fire Arms
- Guard Registration
- Qualified 38 and 40 Caliber, 357 Magnum

Experience

- April 2004 to Present
Security Officer, ALL PHASE SECURITY, West Sacramento, California
Responsibilities include motor patrol of multi-plex apartments; fixing post of apartment, patrol of new construction sites, patrolling Golden #1 Site, and making daily reports.
- October 2002 to January 2004
Security Officer, E & J GALLO WINERY, Modesto, California
Duties included motor and foot patrol, and fix-post duties including inspection of buildings and parking lots, escorting payroll, guests, employees, and visitors, preventing loss caused by human error, accidents or otherwise, maintaining daily logs and timely reports, providing security for individual Gallo family members at their homes and during travel.
- January 2002 to October 2002
Security Officer, ALLIED SECURITY, Cleveland, Ohio
Duties included providing security for a large hospital, providing safe escort for patients, employees, and visitors, conducting foot and motor patrol of parking lots, monitoring protected areas by closed circuit television, and maintaining daily logs and activity reports.
- November 1996 to December 2002
Carpenter / Security, CREATIVE HOME IMPROVEMENT, Cleveland, Ohio
Planning, coordinating, overseeing, and assisting in completion of construction projects on new and older homes. Security included loss prevention of tools, construction materials and equipment. Escorting checks, cash, and personnel to other job sites and financial institutions.

Education

- Max S Hays High School, Cleveland, Ohio
- GED Diploma

Personal Statement

"I work well with others and am able to diffuse tense situations with calm and ease. I react quickly and decisively with control to pressure situations. I enjoy outdoor activities and sports."

References available upon request

BERTHA CORRAL

CAREER OBJECTIVE

ADMINISTRATION OF JUSTICE / SECURITY SERVICES

SKILLS AND ABILITIES

- * Communicate Effectively
- * Firearm Certified
- * Guard Certified
- * Baton Certified
- * Pepper Spray/ Tear Gas Certified
- * Trainer
- * Fast Learner
- * Answer phone / Multi Line
- * Forklift Driver
- * Class B Driver
- * Team Player
- * Customer Service
- * Type 35/wpm
- * Computers
- * Map Oriented
- * Cash Handler
- * Speak / Write Spanish Fluently

EMPLOYMENT

- Aug 02-Sept 04 Private Armed Security
Brinks Incorporated / 8178 Alpine Avenue. Sacramento, Ca 95826
Contact: Richard Peletta 916-452-5279 (ext.30)
- Feb 02- Aug 02 Private Security
Monument Security / 1900 Point West Way. Sacramento, Ca 95815
Contact: Scott McDonald 916-564-4234
- Oct 01- Feb 02 Delivery Driver
AeroSpeed Delivery Services / 4200 Pinell Street. Sacramento, Ca 95838
Contact: Mark Heim 916-922-4503
- Mar 00- Oct 01 Customer Service / Cashier
Circle K Store / 3031 P Street. Sacramento, Ca 95816
Contact: Dede 916-455-2814
- Oct 97- Feb 00 Package Handler / Loader & Unloader
Roadway Package System / 8205 Berry Avenue. Sacramento, Ca 95835
Contact: David Westbrook 916-387-3322

- Jun 95- Oct 97 Ticket Agent / Customer Service
Greyhound Bus Lines / 715 L Street. Sacramento, Ca 95814
Contact: Bill Lewis 916-444-1552
- Aug 94- Jun 95 Private Security
Curtis Private Security / 2402 21st Street. Sacramento, Ca 95814
Contact: Guy Shurpensi 916-457-9308
- Aug 91- Aug 94 Customer Service / Office Assistance / Cashier
Cal Expo / State Fair. Sacramento, Ca 95815
Contact: Al & Loretta Mall 1-602-300-3143
- Sept 90-Dec 90 Customer Service / Cashier
AM-PM Mini Market / 4700 47th Street. Sacramento, Ca 95823
- Jun 87- Aug 90 Homemaker (Mother)

EDUCATION

- Jun 97- May04 Sacramento City College / 3835 Freeport Blvd. Sacramento, Ca 95822
Major: Administration Of Justice (AA Degree)
- Apr 00- Jan 02 California Youth Authority / 3001 Ramona Avenue. Sacramento, Ca 95826
Major: Volunteer
- Sept 83-Jun87 C.K. McLatchy High School / 3066 Freeport Blvd. Sacramento, Ca 95822
Major: High School Diploma

REFERENCES

Elizabeth Pascual / 6220 Ticket Ct. Elk Grove, Ca 95758
916-683-1543

Janet Hines / 3861 D Street. Eureka, Ca 95503
1-707-407-5998

Tim Warren / 9204 Agenda Ct. Sacramento, Ca 95826
916-600-6008

ROY RAMOS

OBJECTIVE:

Seeking a Secure position with a growing company where I will be able to assist them in their policies and objectives. Working to show professionalism and respect to others.

QUALIFICATIONS:

Professional and well tentative to details and orders. I have excellent skills and many years of experience. I am a positive team player and enjoy working in groups but I am also a self motivated employee. Be advised I am certified by the (BSIS) on the Asp-Expandable Baton. I hold a Gun permit issued by (BSIS) on a 40 cal and 9 mm. I'm also certified with teargas/pepper spray. I have also taken a Class Syllabus With the Turlock Police Department on Private Responder Alarm Response. I also carry a vest on site on weekends, and weekdays if needed.

Employment

5/26/03 to present.

BRAVO. CO. SECURITY

P.O. BOX 2118 , TURLOCK. CA 95381

TITLE: SECURITY OFFICER

I hold the rank of CPL. In this company my duties are various depending on the site And functions such as receptions, retail stores, night clubs, park events and motels. Main duty of an officer is to observe and report and prevent if possible any crime Under the guide lines of the (BSIS) Bureau Of Security and Investigative Services

11/01/02 to 5/26/03

MONUMENT SECURITY ING

1900 point w way suit 274 SACRAMENTO, CA 95815

TITLE: SECURITY OFFICER

I held the rank of SGT rank and was made a site supervisor with three officers under me. My job was to patrol by vehicle the whole perimeters of the lot to observe and report and prevent any thefts or crime outside the lot, also made sure all paper work was done. I was responsible for any changes that needed to be done

12/27/01 to 11/01/02

DELTA FORCE/BRAVO CO SECURITY

2100 GEER RD , STE B TURLOCK, CA 95382

TITLE: SECURITY OFFICER

Duties were to Observe and Report any kind of illegal activity or anything that appears suspicious, while patrolling all perimeters in the area of the site. WEDDING RECEPTIONS , HALLS Job procedures is to obs/rep and keep the peace, secure the back doors for unwanted guest without invitations as well as front doors, and watching for any alcohol substance that might be taken out side

NIGHT CLUBS, Keeping the peace outside of the building, and patrolling the lot **MOTEL**, Duties were making rounds i.e. patrolling all areas of the property observing and reporting anything suspicious, or any illegal activity daily reports (DAR) written nightly, incident reports written when needed

9/18/01 to 11/28/01

WINDWALKER PATROL

P.O. BOX 163 THORNTON, CA95686

TITLE: SECURITY OFFICER

Security Officer for the North and the South Apartment Complex. Duties included Crime prevention, patrolling all perimeters of each complex, observing and reporting any illegal activity as well as detaining by means of citizens arrest Authorized by law." Penal Code Section 834 Daily activity report (DAR) Written nightly

1/3/01 to 9/18/01

CRIME TEK SECURITY CO.

3448 N GOULDEN STATE BLVD Suite A TURLOCK, CA 95382

TITLE: SECURITY OFFICER

STORE WATCH. Crime prevention, job was to observe and report and if necessary to detain and fill out reports and securing everything during the night.

TRUCK SCALE. Plant watchmen, duties were to make sure all truck are on scale and give the right information on Their loads.

COMMERCIAL BUILDING. Duties, to patrol the area by foot and car, to observe and report any strange Occurrences, and always fill out a daily report

RESIDENTIAL HOME TRACKS. Duties to observe and report, patrol all areas of the site, be it by foot or car to Report any damage or crime that has been committed.

James Massey

Employment:

10/04 -- 04/06 FedEx Ground Sacramento, CA

Position requires driving a twenty-nine foot delivery van to pick up and drop off packages to and from customers. An average day is 105 stops and 325 packages.

Collecting C.O.D. payments is a daily responsibility.

Leaving because there is no career potential with this position.

02/02 -- 04/06 Massey's Removal Service Gold River and Modesto, CA

I own and operate this company. I pick up and remove building debris, yard waste and agricultural refuse.

Leaving because I am closing business.

08/05 -- 01/06 Sticker Machine Tracy, CA

This kiosk was placed in the Tracy mall. I worked as a graphic's design artist and then developed the images into custom t-shirts, stickers, and license plate frames.

Left because business was closed.

10/05 -- 11/05 Unified Western Grocers Stockton, CA

I worked as an order selector in the position. Using a Barret jack and the Triceps picking system, I would load items onto pallets so they could be sent to customers.

Left because the scheduling flexibility promised was not delivered.

10/02 -- 03/03 Gallo Winery Corporate Security Modesto, CA

My responsibilities were to guard the winery and the Gallo family members. This was an armed position. I became certified as a bodyguard in this position.

Left because of personal reasons.

11/01 -- 01/02 Tri County Extradition French Camp and Banning, CA

This was an armed transportation officer position. A partner and I would transport convicted inmates to and from county, state, and federal facilities.

Left because the company was bouncing paychecks and eventually went out of business.

05/01 -- 11/01 Amaro Cattle Company Sonora, CA

I was an armed Ranch assistant manager in this position. I was in charge of 3 employees, 240 acres, and was responsible for designing and building corals and the entire perimeter fence.

Left because the job was completed.

08/00 – 10/01 University Of The Pacific Police Department Stockton, CA
Worked as a special security officer providing multiple services to the campus such as:
Lock ups and unlocks, vehicle assists, emergency phone testing, escorts, assisted police
officers and their investigations, and issued parking citations.
Left because budget cuts eliminated my position.

03/00 - 09/00 Burns International Security Stockton and Modesto, CA
I obtained the rank of corporal on this job and was placed in charge of training on two
sites with this company. Most of the work consisted of foot patrols and access control.
Left because University Of the Pacific hired me from Burns.

11/98 – 11/00 Mid Valley Foods Riverbank, CA
This was a driving and warehouse position. I delivered meat to customers and collected
payments. I also made orders and unloaded trucks using pallet jacks and forklifts.
Left because I wanted to pursue a career in law enforcement.

09/96 – 10/04 U.S. Army Reserves Modesto, CA
While in the reserves I served as a motor transport operator specialist. My original unit
was an air assault infantry component. I received training for the Spearhead of Logistics
as well.
Left because I was honorably discharged in October of 2004.

Education

09/05 - 10/05 Western Pacific Truck School Modesto CA.
This is a commercial driving school. I graduated top of class and obtained a class A
driving license with all endorsements.

08/99 – 12/99 Ray Simon Criminal Justice Training Center
(Modesto Junior College) Modesto, CA
This is a P.O.S.T. accredited Police Academy. I graduated and received a P.O.S.T.
graduation certificate.

09/92 – 06/96 Modesto Adventist Academy Modesto, CA
I graduated from this high school and served as the religious vice president of my class
from 93-96.

References

Jason Ollis	(209)576-2720
Greg Myers	(209)631-3969
Jason Showalter	(209)605-1482



NCLN20, Inc
Santa Cruz Metropolitan Transit District

Security Guard Services
Specification No. 06-07



PROPOSAL

SECTION 6

QUALITY CONTROL PLAN



SECTION 6 QUALITY CONTROL PLAN

Please, note that the following Quality Control plan description is generic for most of NCLN20's project sites and that it will be adjusted to be specifically tailored to the Santa Cruz Metropolitan Transit District requirements. An updated QC plan will be provided to the Santa Cruz Metropolitan Transit District for review and acceptance, upon the Post Award meeting for this contract.

6.1. INTRODUCTION

NCLN20's Quality Control Plan is a formal plan for monitoring and maintaining the highest quality of services. The Supervisor is responsible for monitoring operations and making sure the plan's objectives are met. The objectives and plan of actions for the quality control program are as follows:

Plan Objectives:

- 1 Obtain a complete evaluation of operations.
- 2 Maintain uniformity in policies and procedures
- 3 Discover weaknesses and take corrective action
- 4 Ensure complete compliance with the contract, SOP and other directives.
- 5 Maintain dress and conduct standard

6.2. QUALITY CONTROL PLAN ELEMENTS

The quality control program will use the following elements to meet its objectives:

1. Inspections
2. Incident Debriefings
3. Performance Evaluations
4. Training Records
5. Document Control
6. Corrective and Preventive Action

Inspections

The Supervisor will conduct unannounced informal physical inspections of all Security Officers during all shifts at a minimum twice weekly. Inspections will be annotated on the "NCLN20 Inspection Report". Items that are checked during each inspection include but are not limited to the following:

- Is the post manned as required?
- Is the SO alert and aware of his/her surroundings?
- Is the SO in uniform?
- Are the SO's permits up-to-date?
- Are the SO's permits in his possession, on the job?
- Did the SO sign in on the required attendance / post form?



- Is the SO knowledgeable of all post orders?
- Is the work schedule posted?
- Are all of the SO's equipment items clean, complete and in working order?
- Are all assigned keys accounted for?
- Are all weapons and equipment properly secured / complete?
- Is the SO properly trained and qualified?

SOs will verify all equipment is working properly at the beginning of their shift. Equipment problems requiring the attention of the Supervisor will be logged on the Equipment Trouble log and the Supervisor will be immediately contacted. A Daily Checklist will be maintained, collected weekly by the Supervisor and kept on file in NCLN20's project office.

The inspections conducted will be documented on the "NCLN20 Inspection Report". Each week, the Supervisor will complete a report outlining all quality control monitoring activity and any corrective action taken. The report will be copied and sent to the Quality Control Monitor, the Contract Manager and to NCLN20's corporate office. The original copy will be kept on file in the Project Office and shall be made available upon request to the customer. Quality control reports may be forwarded to the COTR if so desired by the Santa Cruz Metropolitan Transit District.

The Quality Control Monitor will conduct formal planned and unplanned inspections of the various posts at least twice monthly. Any performance deficiencies disclosed will be put in writing and discussed with the SOs. The QC Monitor will work with the SOs to develop a plan of corrective action. All performance deficiencies will be addressed with employees within 24 hours. Deficiencies that effect the entire operation will be discussed in memorandum form to all employees. Employees will be required to sign an acknowledgment that they received and understand the subject memorandum.

Contract compliance deficiencies will be immediately brought to the attention of the Contract Manager by the QC Monitor. The Contract Manager will subsequently contact the designated Santa Cruz Metropolitan Transit District representative (COTR) immediately and inform him/her of the deficiency and proposed corrective action. The Santa Cruz Metropolitan Transit District may decide if the deficiency requires formal action from the Santa Cruz Metropolitan Transit District to NCLN20. If the Santa Cruz Metropolitan Transit District sends an official letter requesting a response, NCLN20 will respond to the letter within 5 days or sooner if so desired by the Santa Cruz Metropolitan Transit District. If immediate action is required, NCLN20 will take immediate corrective action. If no official letter is required/sent, the Santa Cruz Metropolitan Transit District and the QC Monitor and/or Contract Manager will establish a mutually agreeable time frame to correct the deficiency. All efforts will be made to correct deficiencies within 24 hrs.

Critical Incident Debriefings

The Supervisor will conduct debriefings with SOs for all critical incidents security matters and overall safety. The Supervisor will meet with the officers involved to discuss:

- 1 The officer(s) actions during incident,
- 2 Officer deficiencies during incident,
- 3 What if any policy or procedure changes are needed, and
- 4 Corrective action required.

The SO will write a report of the incident with, (if any), corrective actions and procedural changes required. The report will be disseminated to Lead SO (if applicable), the



Supervisor, the Contract Manager and the Santa Cruz Metropolitan Transit District technical personnel on a need to know basis. All incident reports will be kept on file at the company's Project offices.

Performance Evaluations

The Contract Manager and Area Supervisor will give formal performance appraisals to Lead SOs and SOs every six months. The appraisals will evaluate the officer's overall performance. The Contract Manager, Area Supervisor and SO will jointly develop performance goals for the next appraisal period

Training Records

The Contract Manager will maintain up to date training records for all officers. The records will include all of the officer's past and planned training. Training records will be reviewed monthly by the Contract Manager and Supervisor to ensure all new and required training has been completed and to prepare a roster of employees that need refresher training and comply with other contract requirement issues during the upcoming quarter.

Certification Records

The Contract Manager will maintain up to date all certification records for all officers. The records will include all of the officer's past and planned certifications. Certification records will be reviewed monthly by the Contract Manager and Supervisor to ensure all new and required certifications have been received and to prepare a roster of employees that need their certifications renewed in order to comply with all contract requirement issues during the upcoming quarter

Document Control

To ensure working documents created for this project are reviewed and approved for acceptability, and are current, documents will include footers with the following items:

- o Issued Date
- o Issued By
- o Revision Number
- o Authorized By

When relevant, working documents distributed to security officers will require that they sign acknowledging receipt and understanding of the material distributed. Invalid or obsolete documents will be removed at time of distribution.

Corrective and Preventive Action

Anytime contract performance or compliance problems are identified, NCLN20 will take corrective action immediately to minimize quality issues and implement permanent solutions. Corrective actions will be in writing by the contracting manager documenting the problem, the cause and what action was taken to correct it. The report will remain on file and available for review in NCLN20's Project Office

Complaints received by NCLN20 against personnel employed on this project by any individual (the Santa Cruz Metropolitan Transit District, visitor, etc...) will be logged on NCLN20's Complaint Form by the person receiving the complaint. The complaint will be forwarded to the Site Supervisor who is responsible for making sure the complaint is addressed. All actions are logged on the Complaint Form and filed in NCLN20's Project Office.

NCLN20 policy is to encourage preventive action by its employees. Employees are



encouraged to monitor and request preventive/corrective action when a problem is identified which impacts on the safety, quality and performance of the operation.

The Site Supervisor carries a cell phone and can be contacted 24 hours a day for any incident requiring immediate attention. When on duty, all officers can contact their immediate supervisors via telephone. Officers can contact management directly at their office phone, cell phone or home phone. A call list will be provided to all personnel on this contract.

6.3. DISTRIBUTION OF FORMS

- 1 **Supervisor Daily Checklist** - The Supervisor Daily Checklist is to be completed daily by each supervisor and/or by the QC Monitor for each site visit/inspection he/she makes and is filed in NCLN20's Project Office by date. The completed checklists are kept on file in the project office and shall be made available to the Santa Cruz Metropolitan Transit District upon request. Every quarter (or sooner if so desired) the reports may be forwarded to the Santa Cruz Metropolitan Transit District if so desired.
- 2 **Performance Appraisal** - The performance appraisals completed every six months will be forwarded to and filed by the Contract Manager.
- 3 **Complaint Form** - NCLN20's complaint form is used for complaints against NCLN20 employees and/or its services. The Site Supervisor or Lead CSO is responsible for addressing the complaint with the appropriate person or agency and documenting the action taken. A record of the complaint is kept on file at NCLN20's Project Office.

6.4. SAMPLE QC MONITOR LOG SHEET

The following include some examples of the various reports / records that are maintained by NCLN20's QC monitor at its present contract to provide Security Guard Services to Federal Buildings in the California counties of Sacramento and San Joaquin. This example consists of a chronological site report / log entry sheet for one of the project sites on this contract.

*** <i>SAMPLE</i> ****	<i>Site Inspection History</i>	*** <i>SAMPLE</i> ***
<i>Federal Building - 1325 J Street - Sacramento</i>		
Dec 20, 2002 grave shift. Carol Bean. Stood outside here for about ten minutes until I remembered I could be sitting in my car at the curb watching through the doors for her to return from her patrol. Took her half an hour. I told her she should not be gone that long from the post, told her to ask Sgt Large about doing it in fifteen minutes.		
Dec 18, 2002 swing shift. Ramon Avery, Tim Lee, Wm Clark. Ramon and Tim told me that even though two are Corp of Eng guards and one is DoJ, they work as a team. Avery needs a name tag.		
Nov 29, 2002 I saw Robert Stetson and Sgt Large. The building was very quiet. Our DOJ guards were off for the day. The schedule I have shows Avery working 10-6. Large asks, "Where are the GSA ID cards?" I have a meeting this week with the building security man here, Ken Manning, and talked to Large about issues to be discussed. She is concerned about the guards falling into a roll as building porters (my term) and also that they do not have a wand. My concern is the time during the day when there is no rover and that the security checkpoint is not at the door but in the middle of the lobby at the elevators.		
Nov 22, 2002 Sgt Large, Israel White, Rbt Stetson, Flaviano Ramon, Ramon Avery. I know this is two different jobs (Corp of Eng and DOJ) but it seems crazy to me, two guards at the elevators and no rover. I have an appt to meet with the Ken Manning the Security Coordinator next Tuesday.		
Nov 20, 2002 grave shift. Ron Mason. He was awake. He and Tom Smith both had a peculiar look about them tonight,		



*** **SAMPLE** ****

Site Inspection History

*** **SAMPLE** ***

Federal Building - 1325 J Street - Sacramento

something around their eyes, a hardening or aging I had not seen before.

Nov 19, 2002 swing shift. Tim Lee. He was writing a 3115 because a building tenant came in at 1900 and went to his 12th floor office and found a note on the door about exorcism. It scared the guy good. Lee called Denver and was writing the 3115 while I was there. Arthur Chan is the tenant's name. Even with two new officers here (for DOJ) there is still no rover. A rover may have found the person who did this. Now, two officers stand at the elevator checking IDs. Typical gov boondoggle, one 18 an hour guard checks badges for one tenant and another stands right next to him and checks badges for another tenant. No one roves.

Nov 14, 2002 Ramon Avery for DOJ Wm Clark and Tim Lee. Avery needs name tag. Clark says he has 12 yrs svc with a 3 month break.

Nov 2, 2002 Israel White. He works just this Sat shift, and wants no more, has a full time job as head of security at a shopping center near Travis AFB where his wife is stationed. He says he was told he was going to be taken of f job because one day was not permitted by contract but he is still on job so he assumes that was misinformation.

Oct 28, 2002 I talked to Marty this morning about 1325 J and Ron Mason. Marty said the 1325 log should show that the radio was out or show some other circumstance that would have kept Mason from hearing Marty's phone calls the early morning of the 24th.

I went to 1325 about noon today, looked at the log. Mason wrote "all secure" for each hour of his shift, no problems.

I went to 1211H Street and talked to Miles about it. He says guards will fill in the log all at once for each hour, something I know because I pulled night guard duty in the USAF in '63,'64 & '65. Miles and I talked about Mason. It seems there are two options: 1) We can pull Mason in and grill him about the b s log entries. Or 2) I can wait about a week or so and go back at three AM and catch him sleeping.

I think number 2 is a better idea because there will be no gray matter if I catch him asleep.

What do you think? Marty has documentation of when he called Mason. Mason's logs should not show "all secure" if Marty could not reach him. But if we go after Mason for that...well, I guess I already said that.

Oct 26/27, 2002 grave shift. Ron Mason. He was at his post. Wide awake. He when ton and on about what he does on patrol which makes me think he heard from another guard that Marty was trying to find him (I just now talked to Marty about his on the phone. He asked me to check the logs at the specific times when he called mason, to see what m Mason logged in.) When I was leaving he walked out to my care with me, made this comment: "So this is what you bought with my pay raise." I asked if he had heard the rumor about a pay raise. He said no. I said it was bogus, the process was in evaluation and determination. He said a company can claim they cannot afford to give the raise to employees and keep the money, that's what Paige did. I said it is on the net, what the pay rate is suppose to be. He said you can put anything on the net.

Oct 25, 2002 Kim Funk, Mary Coleman. I met Lt Miles here and we walked through the building looking at sites where an officer may try to sleep. He gave me a card key. I went home and went to bed.

Oct 7, 2002 (Out of chronological order) A very similar situation exists here. We have three officers at 1325 J. The posts have been 1) front desk 2) loading dock 3) rover. Since Sep 10th when we went on Orange, the rover has been checking photo IDs at the elevator lobby (Not at the entrance.) Since we stepped back to Yellow, the former rover is still checking IDs. What previously seemed essential for the rover to patrol is now unguarded. This includes the large subterranean parking garage.

In both of these buildings (and at 2800 Cottage Way, too) the least visible guard who has been doing perhaps the most essential duty has had a new post assignment without the void in rover patrol being addressed. In neither instance is the change in writing.

Even if it were in writing, there should be a rover.

At 1325 J, when photo ID is finally checked the person is far into the building.

At 1325 J Street I spoke with Sgt Cindy Large, Kim Funk, and Mary Coleman. I told Mary about the longevity recognition program and she said she loves this company, we are doing so much to acknowledge the guards. She said she loves the newsletter. (I manage to not tell people I write it.) Cindy Large is a real pro.

Sep 18, 2002 Mary Coleman, Kim Funk, Sgt Cindy Large. I was thinking about sites with attitude as I came up to this building, and remembering that the first time I went here my report said there was a real morale problem. It is very different here now, even with the curve they have been thrown since we went on Alert Level Orange. Sgt Large talked about how the building security team never asks the guards' opinion, in fact makes it clear opinions are not welcome. I got the name of the Building Security Coordinator (Ken Manning) and I will see if I can begin going to their Building Security Committee meetings, as I do at 2800 Cottage Way. I told her about the different way Tim Lee and Howard Neal are doing the roving patrol at night and she is gong to get together with them about that.

Sep 17, 2002 graveshift. Howard Neal. He has a different way from Tim Lee of doing the interior patrol. He splits it, doing the underground garage then comes back to the lobby for awhile, then patrols the upstairs floors of Corp of Engineers. At 2400 hrs, State officers come into the building with a card key and patrol floors 16 to 19 which is state court offices. Neal works four nights a week and that is all he wants.



*** **SAMPLE** ****

Site Inspection History

*** **SAMPLE** ***

Federal Building - 1325 J Street - Sacramento

Sep 16, 2002 swing shift Tim Lee. I waited at the locked lobby door about fifteen minutes for Lee to return from his interior patrol. I interviewed him for the Site Profile and he described a patrol that takes 30 to 45 minutes of each hour he is on duty alone. Also, the security set-up here during the days has changed. We have three officers here and their jobs had been one at front desk, one at loading dock, and one roving. Now rover is stationed at the elevators checking IDs and there is not a roving patrol, which means just that but also means the officers have no break because they used roving patrol to go to the bathroom and get a bite. Tim Lee says this is a great job and a great place to work and he says it is not the site but the guards he works with there, starting with Sgt Large.

Sep 12, 2002 Mary Coleman, Thong Her, Hill. Her would like more hours. With new assignemntyn ie no reover, loadin dock must be closed at some times for security. Down side of that is that you cannot see the alley with door down.

Aug 29, 2002 Mike Stilfield, Sidney Chung, Cynthia Large Met Stilfield for the first time. On the master sheet I have of officer's certification dates, a number of his were blank so here they are: Bloodborn 7/29/02; Gun 10/31/02; Guard card 7/31/03; CPR 8/17/02; baton 8/01/02; Fist Aid due to arrive.

Sidney Chung begs forgiveness.

I talked with Large about the Site Profile. She gave me the low down on days. I will go back on the swing and graved shifts and get info from those guards, then write the whole thing and show it to Large.

Aug 15, 2002 Went by here to give a W4 to Tim Lee. He was on rover and I did not see him, gave W4 to Wm Clark.

Jul 11, 2002 Met with Cindy Large, lead She said she is pleased with Tolbert replacing Brown, she bumped heads with Brown on a few occasions over procedure. Large said she would like new officers to come in early so they can be trained while she is still on duty. What has happened is new officers come in at beginning of their shift and preceding officer stays for several hours to train.

Jul 17, 2002, grave shift Ron Mason's shirt looked like the wrong color to me. He said it was not, just the lighting in here. He said he bought it himself because his other shirts came apart tin the wash. Identical style, but it looked nearly black to me.

Jul 9, 2002 Linda Tolbert. Went to see her on her new site/. She is always the squeaky wheel but a good guard, it seems Right off the bat she wanted to know what she was being punished for, by being moved. I said it had nothing to do with her, in fact should be seen as trying to accommodate her. Another officer had to be moved and here was a chance for Linda to have weekends off as she wanted. Linda said yeah but she just got use to having Sun and Wed off and in fact had a million appointments this Wednesday and now finds she is working. Here is a person who will never be happy. She wants a copy of the bogus letter we received over her name. She says Mike gave her home phone number to another guard. To me, this is something that is never done.

Jun 27, 2002: Bill Clark has been on the contract since Stanley Smith, 12 years. While I was talking to him several people came to the counter and asked him to dial phone numbers for them and when they rattled off the phone numbers as people do, Bill had them and was able to dial. I say this because he seems like an old codger, as though he should be leaning back in an old oak chair at the entrance to a defunked gold mine, shotgun across his lap, just guarding the place. He is an old codger but I don't think he misses much.

Jun 20, 2002, grave shift: Ron Mason. He and his wife own a laundromat. Summer is the slow season. His wife is a county jail guard. He is just doing this graveyard guard job to kill the time until his wife retires. He told me that. He says he has referred people to NCLN20 as job candidates but they do not get their phone calls returned. He said the Corp of Engineers treats the guards as though they work for the Corp. Maybe I should look into that a little, go by and ask Cindy Large if this is a fact, what she thinks of it.

Jun 17, 2002 Joe Bird. He hates the union, is suing them.

Jun 13, 2002 Saw Cynthia Large, Albert Miles, Wm Clark, Mary Coleman

Jun 4, 2002, grave Aleksey Dekhtyarev. There is a language problem here. In talking to me several times he had to give up on a sentence because he could not think of the words to finish it. He asked if pay for that shift was split between the two pay periods. I spoke with Maureen today and she told me entire shift goes on next check. He was coal miner for 8 yrs in Russia, has a handshake like a vice grip. Misses living where there is a big winter.

Jun 3, 2002, swing David Brown. In a nut shell, David feels he should be lead at 1325 in the afternoons. Cindy Large leaves at 1400 and there are three guards there until 1800 and no one in charge. He feels he is senior and should be in charge. Makes sense to me but I do not know the guy's capabilities. He told me at length about a broken window upstairs that he wrote a 3155 on, showed me the 3155 then took me up to the 8th floor to show me the window. It is the pane of glass in a fire extinguisher wall cabinet, was broken days ago and the glass is pretty much all over and looks dangerous but nothing is being done about it. Ironically, this is on the wall right out side room 850, which is the building security office.

May 31, 2002 Kamran Malik and Cindy Large. Cindy is very professional and a nut about appearance in uniform.

May 24, 2002 I do not have the latest schedule but it must be Vyalkov that Linda and Kowalski are referring to because I went to 1325 J and spoke with Gusuvaty there and he is easy to talk to. Gusuvaty told me he was notified that he must take written test again yet he had been told he passed it the first time, would like this explained. He also said he was in the first class and they were told they would get permanent sites and he does not have one. Wm Clark told me he needs the training



<p>*** SAMPLE ****</p> <p style="text-align: center;">Site Inspection History</p> <p style="text-align: center;">Federal Building - 1325 J Street - Sacramento</p> <p>*** SAMPLE ***</p>
<p>for the GSA ID and does not want to miss out Sylvester Williams read me the riot act about what a piece of crap the Rossia is.</p>
<p><u>May 10, 2002. grave shift</u> Ron Mason has been on contract 4 years, has only had 4 grave shift visits from anybody -- FPS, GSA, or Contractor. He said there was a Capt Fritz with Paige who regularly sent memos that ended with "Failure to comply will result in termination" The first time we sent one with that closing phrase it was labeled by the officers "Another Fritz -O-Gram." He said a few days ago FPS, 1325 Security and Cindy Large had a meeting about security there He says he doesn't believe rumors but was told by Kyle, Cliff and John that uniforms would be changing when it was time to begin wearing winter uniforms He says Rossia is junk He said Todd Sloan was oppressive and sexist unless a rep of NCLN20 was around. Mason suggested we have a web site. He said if we did and he heard a rumor he could go there to verify or dismiss it. He would like to see a vacation request form. He was wearing the wrong pants I told him to stop by 1211 H for pants He wears our star on his shirt but a different star on his coat. I asked him about that and he said regulation permits him to put a star on the coat Tell me were too look and I'll found out about the second star. He said this is a high profile building and Melissa Turner has a bar bouncer mentality and is a problem.</p>

6.5. QC REPORT FORM

The following page contains a blank Supervisor Inspection Form that will be used by the supervisor on a regular basis to inspect the guard services provided by NCLN20 on each post on this contract. If so desired by the Santa Cruz Metropolitan Transit District, this form can be adjusted to meet the specific requirements of the Santa Cruz Metropolitan Transit District project.



NCLN20 SECURITY OFFICER INSPECTION FORM

Date: _____ Time: _____

Officer: _____

Location: _____

Uniform Outstanding Good Fair Poor

Weapon Outstanding Good Fair Poor

Equipment Outstanding Good Fair Poor

Overall Appearance/Hygiene Outstanding Good Fair Poor

Work Area (Cleanliness, Orderliness) Outstanding Good Fair Poor

Alert/Attentive Yes No

Guard Card Yes No Exp. _____

Gun Card Yes No Exp. _____

Baton Card Yes No

Bloodborne Pathogen Card Yes No

CPR/AED/ Infant/Adult Yes No Exp. _____

First Aid Yes No Exp. _____

ID Badge Yes No Exp. _____

Supervisor's Remarks: _____

Officer's Remarks: _____

Officer's Signature _____ Date _____

Supervisor's Signature _____ Date _____



PROPOSAL

SECTION 7

MANAGEMENT PLAN



SECTION 7 MANAGEMENT PLAN

7.1. PROPOSED PROJECT ORGANIZATION

NCLN20 utilizes a clearly defined organizational structure for the operation and management of numerous security guard and security patrol services to a variety of government, public utilities and private-sector organizations. There is a clear and direct chain-of-command from Corporate Management to the Contract Manager to the Site Supervisor to the Lead Security Officer to the Security Officer / Patrol Officer.

At each shift the Security Officers and/or Patrol Officers will report directly to the Area Supervisor. The Area Supervisor will be responsible for the day-to-day operations of the site. Daily Operations will include scheduling, quality control, reporting, and working with the Santa Cruz Metropolitan Transit District designated representatives. The Area Supervisor will report on a daily basis to the Contract Manager, or more frequently if needed, based on the status of his/her posts. Additionally, on an as-needed basis, on-going communications are maintained by the Area Supervisor with his/her Security Officers and/or Patrol Officers using two-way radio, cellular phone, facsimile and/or e-mail.

Lines of communication will be established via telephone and face-to-face meetings. There will be a two-way 24-hour communication capability between the Site Supervisor, Contract Manager, and Corporate office personnel via Nextel radio, cellular phone, land-line based telephones, facsimile and e-mail. Additionally, NCLN20 utilizes a 24-hour on-call cellular phone based system for supervisory and management personnel so that at anytime a person, with authority to act, is available.

Communication with Supervisor

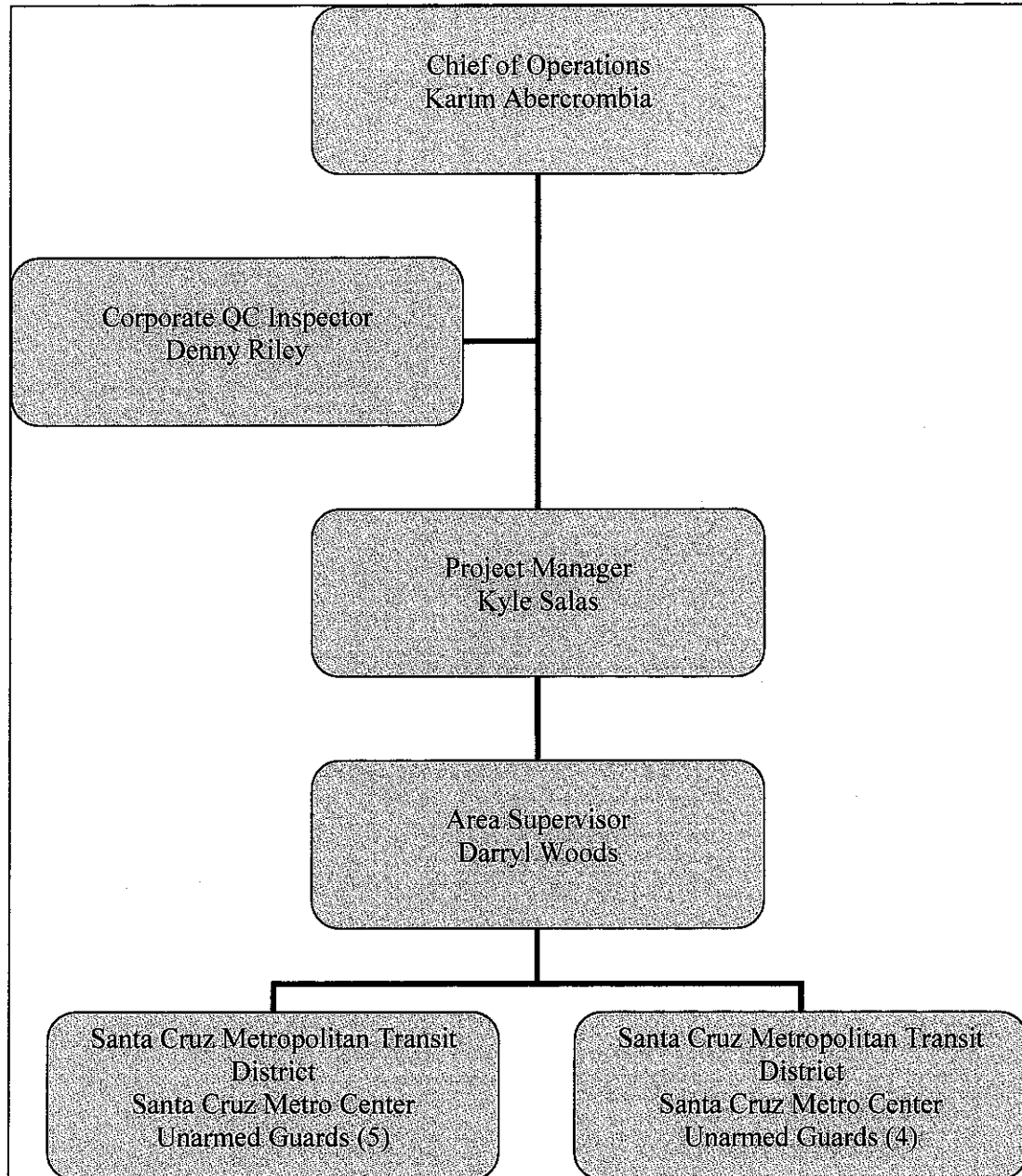
The Santa Cruz Metropolitan Transit District and its representatives will be provided the contact numbers for the Security Officers, the Shift Supervisor, the Project Manager and the company's Chief of Operations. In case of any concerns, emergencies, incidents the County will be able to contact any person within the chain of command for this project at any time necessary. The shift supervisor will be able to meet with County representatives if so desired.

Organizational Chart

The following pages contain a project specific organizational chart for the Santa Cruz Metropolitan Transit District security guard services project and the overall corporate organizational chart for NCLN20.

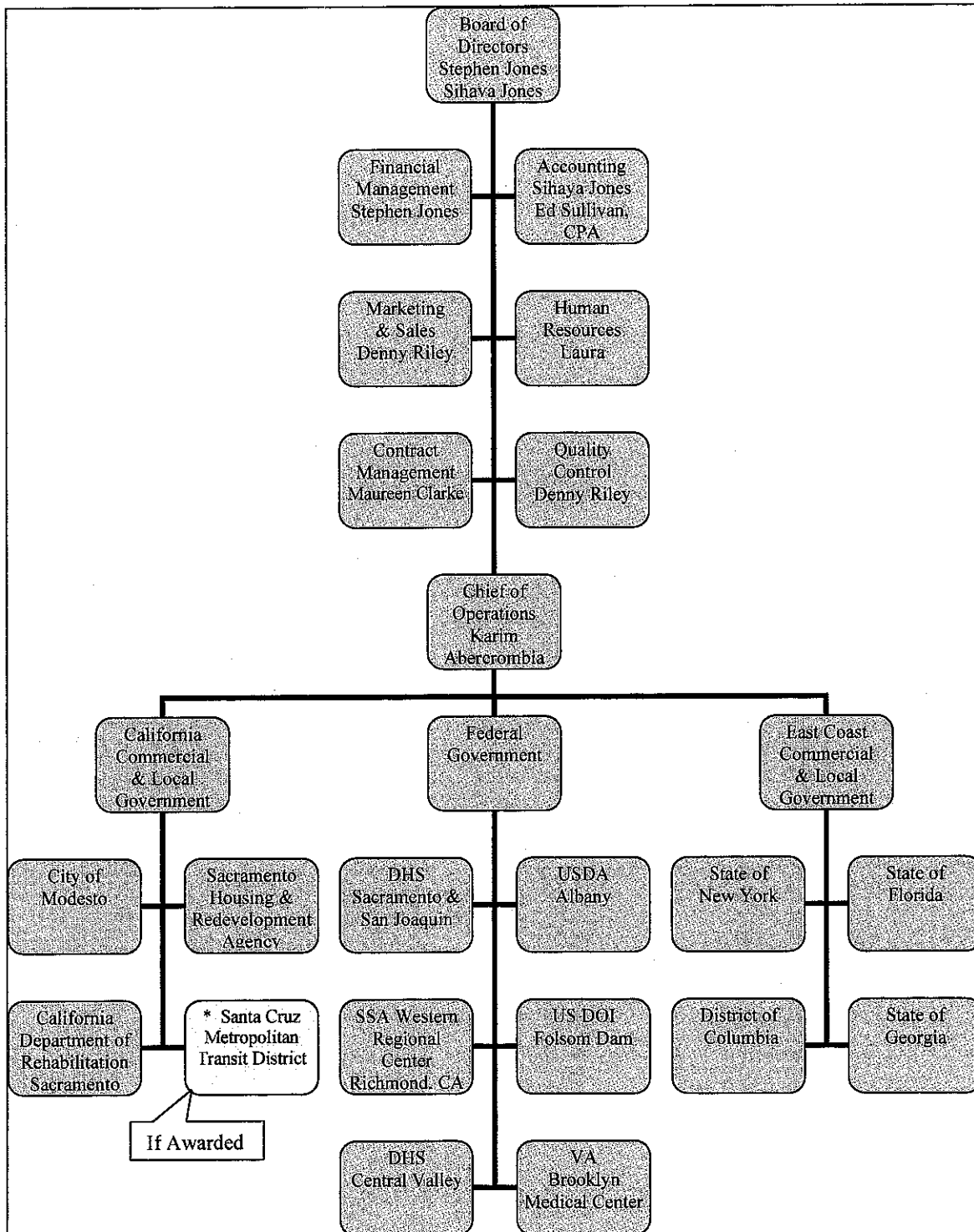


Proposed NCLN20 Project Organizational Chart
for providing Security Guard Services at the
Santa Cruz Metropolitan Transit District





Corporate Organizational Structure of NCLN20, Inc. as of 10/01/2006





7.2. JOB DESCRIPTIONS

The following pages contain the job descriptions for the Project Manager, the Site Supervisor and the Security Officers.

JOB DESCRIPTION for PROJECT MANAGER

OBJECTIVE: Provide overall management and contract administration of the Santa Cruz Metropolitan Transit District contract.

JOB DUTIES

- Assures the fulfillment of all contract obligations, and the delivery, maintenance, inventory, and administration of all equipment, material, and supplies as provided for in the contract and the company policy.
- Assures the maintenance of quality services and levels of effort throughout the contract.
- Keeps daily contact with the client through the Contracting Officer's Technical Representative (COTR) and Santa Cruz Metropolitan Transit District officials to ensure that services provided are consistent with the expectations / requirements of the Santa Cruz Metropolitan Transit District and with the terms of the contract.
- Directly supervises the Site Supervisors and the operational and administrative aspect of the contract. Conducts periodic site visits and inspections of all officers.
- Provides supervisory direction to supervisory staff, through the use of published procedures, bulletin announcements, regular staff meetings and training programs. Requests reports and reviews reports of incidents, conditions and suggestions for improvement. Participates in budget preparation; reviews cost reports to assure expenditures remain within the budgeted limitations of the Financial Plan
- Develops programs and formulates, in coordination with the COTR, all security matters in support of the operations. Submits operation reports, and responds to any inquiries by the COTR.
- Reports to NCLN20's Corporate office, the Director of Operations and the appropriate Santa Cruz Metropolitan Transit District Security Manager / Director of Aviation or designees on any technical or administrative issue which might need a top management decision.

JOB DESCRIPTION for SUPERVISOR

OBJECTIVE: Serve as the designated, primary on-site supervisor and contract liaison for this project. In charge of integrating all operational elements of the Security Officer force to ensure proficiency of performance and that all operational contract requirements are met.

JOB DUTIES:

- Assists in ensuring the maintenance of quality service at level of efforts called for in the contract; meets and briefs the Contract Manager and the COTR on a regular basis.



- Develops and maintains current written standard operating procedures for the operation administration of the Security force.
- Plans and adjusts standard operating procedures to adapt to any change, in order to provide services with the quality expected and within the terms of the contract and company policies.
- Directly supervises the Security Officers. Conducts scheduled and unscheduled site visits and inspections of all officers.
- Provides supervisory direction to on-site staff, through the use of published procedures, bulletin announcements, regular staff meetings and training programs. Requests reports and reviews reports of incidents, conditions and suggestions for improvement.
- Reviews every pay period the hours worked by the security officers to assure that levels of effort have been achieved and introduce plus/minus adjustments, if necessary.
- Provides guard relief on an as-needed basis to all posts on this contract.
- Reports to the Contract Manager on any technical or administrative issue which might need a top management decision.
- Inspects guard posts within the assigned area according to QC guidelines to include:
 - Officer in proper uniform and equipment; alert; and aware of Post and General Orders.
 - Checks all equipment on posts.
 - Ensures that officers are at their respective posts on time
 - Collects all officers' special reports and ensures delivery to the Site Supervisor.

JOB DESCRIPTION for SECURITY / PATROL OFFICER

OBJECTIVE: Maintain shift operational efficiency during his/her shift. Coordinate and control security activities of all areas under his/her responsibility.

JOB DUTIES:

- Provides operational and administrative control for all area assigned during his shift.
- Serves as the first security representative in decision making during emergencies or other situations requiring operational judgment in the absence of the Site Supervisor.
- Performs random patrols in the assigned security areas.
- Reports any security related and/or safety related incidents
- In case of emergency immediately contacts local Law Enforcement authorities.
- Takes immediate steps to eliminate and solve any security problem.
- Reports to the Shift Supervisor on any technical or administrative issue which might need a management decision.



7.3. SECURITY GUARD SELECTION PROCESS

7.3.1. PERSONNEL PLAN

NCLN20, Inc. employs proven methods for the recruitment, selection and management of Security Officers and Supervisors. In addition, our personnel policies reflect the multi-cultural focus of NCLN20. NCLN20 complies with all local, state and federal labor laws.

I. Employment Policies

NCLN20 has established a complete set of employment policies and procedures which are updated regularly to maintain up-to-date compliance with any and all changes in Federal and State regulations regarding labor and employment practices.

II. Non-discrimination

NCLN20 does not discriminate against any employee or employee applicant due to race, ancestry, color, religion, age, national origin, marital status, sex, physical or mental handicap or disability (except where precluded by a bona fide occupational qualification), marital status or citizenship.

III. Affirmative Action

NCLN20 ensures that all staffing decisions are based on the principles of equal employment opportunity, valid job requirements and individual merit/qualifications. This applies to all staffing decisions including hiring, recruiting, advertising, promotions, transfers, making pre-employment inquiries, designing and using forms and conducting personal interviews. All employment decisions are based on the ability of each individual to perform the job.

IV. Sexual Harassment

NCLN20 does not tolerate any form of sexual harassment. Incidents or complaints of sexual harassment at a project site are promptly investigated. Any employee who, after appropriate investigation, has been found by NCLN20 to have sexual harassed any individual will be subject to appropriate disciplinary action, including termination. The Site Supervisor is responsible for ensuring a work atmosphere free of sexual harassment.

V. Drug - and Alcohol - Free Workplace

NCLN20 has strict policies concerning the possession or use of alcohol, illegal or unauthorized substances. NCLN20 also has a prohibition against the possession or consumption of alcohol during working hours or prior to reporting for duty. The purposes of these policies are to provide a drug and alcohol free, safe working environment. NCLN20 has an ongoing Drug and Alcohol Free Workplace program incorporating the following:

- Instruction and training concerning the dangers of drug and alcohol abuse in the workplace.
- Continued enforcement of corporate and client drug and alcohol policies.
- Per contract specifications, pre-employment and periodic and/or random drug testing

Due to the sensitivity of these project sites, NCLN20 recommends mandatory pre-contract



drug testing. In addition, NCLN20 recommends random testing and testing as necessary.

All NCLN20 personnel will be constantly alert to the improper use of drugs or improper use of alcohol by NCLN20 employees. Should there be probable cause to suspect improper drug use or improper use of alcohol by any employee, the Site Supervisor will immediately relieve the suspected employee until their status can be determined and an immediate replacement will be secured.

7.3.2. HIRING POLICIES

NCLN20 has the following hiring policies, in addition to those that ensure qualified personnel and meet affirmative action and non-discrimination policies.

1. **Employment of the Santa Cruz Metropolitan Transit District Employees**

NCLN20 will not employ any person who is an employee of the Santa Cruz Metropolitan Transit District if the employment of that person would create a conflict of interest.

2. **Employment of Military Personnel**

NCLN20 is aware that the absence of NCLN20 personnel that are either off-duty active duty military personnel, Reservist or National Guard members due to recall does not constitute an excuse for non-performance under this contract. NCLN20 also realizes that many individuals may need time-off to perform duty for their country and to ensure that all posts are manned according to the contract, NCLN20 utilizes a reserve force consisting of part-time employees to cover for these situations.

3. **Client Restrictions**

the Santa Cruz Metropolitan Transit District may restrict the employment under the contract and/or has the right to bar contractor employees from entry onto the installation and annexes when employee fails to comply with the Santa Cruz Metropolitan Transit District Code of Ethics, policies, violates security, or when an employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation or its population.

7.3.3. RECRUITMENT PROGRAM

The success of NCLN20 is dependent on the performance, dedication, skill, ability and motivation of our Security Officers. We firmly believe that the application of high screening standards assists in the acquisition of those having the greatest potential for becoming Security Professionals in general and Security Officers and Supervisors in particular for this contract.

The objective of our recruitment program is to provide 100% staffing prior to contract start — in time to provide all required training. The results of this program will also establish a reliable Emergency Response Force and our capability and ability to meet future personnel requirements caused by natural attrition and new security enhancement programs.

Following contract award, it is NCLN20's standard procedure to review incumbent employees' performance with the COTR and client management. NCLN20 intends to hire all incumbent personnel who meet both the Santa Cruz Metropolitan Transit District and NCLN20 standards. This will allow for cost savings to the government in training and



background checks. It will also provide for a smoother transition from the incumbent contractor to NCLN20. Additionally, the change in contractors will not be as evident to the personnel utilizing the federal courthouses. The following sources are used to locate qualified personnel:

- **NCLN20 Employees.** Existing NCLN20 employees are provided the opportunity to transfer to a new project site.
- **NCLN20 Employee Referrals.** NCLN20 employees are solicited to provide applicant referrals. Employees are awarded a cash bonus for referred hires.
- **Military, Police and Veteran's Associations.** Associations of retired military or police personnel are used to locate local potential employees.
- **Employment Agencies.** State Agencies, such as the Job Bank and Division of Veterans Re-Employment are used.
- **Minority Applicant Sources.** A variety of organizations are used to locate minority applicants.
- **Classified Advertising.** Classified advertisements in local newspapers.
- **Internet Advertising.** Employment Advertisings will be placed on well-known internet-based job location web-sites.

7.3.4. HIRING PROCESS

NCLN20 thoroughly screens all potential employees. All applicants undergo the following hiring process:

A. Preliminary Review

- **Employment Application.** New applicants are required to complete a detailed employment application.
- **Application Review.** NCLN20 will review the employment application to determine generally whether the applicant meets NCLN20 and U.S Marshals Services standards for the position being considered
- **Applicant Interview.** The applicant is submitted to an in-depth interview. Emphasis in the interview is placed upon professional experience, employment patterns, personal background and pertinent aptitudes and credentials.

B. Security Background Check

All Contract employees will pass a preliminary background check conducted by NCLN20 Human Resource Department. Once a prospective officer has been cleared by NCLN20 the background investigative information will be provided to the Santa Cruz Metropolitan Transit District for review. Before assigning any employee to duties, NCLN20, Inc. shall possess at a minimum an approval letter from the Santa Cruz Metropolitan Transit District Security Manager indicating that the employee has been cleared for employment.

Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process. Negatives include, but are not limited to:

- Unsafe Driving Record
- Felony Conviction



- Drug Use and/or Excessive Alcohol Use
- Conviction of a Misdemeanor Crime of Domestic Abuse
- Falsification of Application Information, including education
- Prior Derogatory Employment and/or Reference Check

C. Interview

In addition to the interview, NCLN20 personnel conduct a background screening and conduct a variety of pre-employment tests. NCLN20 utilizes a professional and independent background investigation service, "Backgrounds-on-Line", to assist in background investigations. The process for screening potential new employees includes the following steps:

- **Process Applicant Documents.** Employment application and supplemental data sheet; guard card; driving records; Immigration I-9 form; and birth certificate or Proof of Citizenship.
- **Physical Examination.** Obtain certifications from a licensed physician on applicant's health. Note: This will be an annual requirement throughout tenure as an employee.
- **Check References.** Personal references and former employers are contacted. Call and verify past employment and personal references. Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process.
- **Conduct Background Investigations.** Federal Police Records Checks (Criminal and Subversive activities), if applicable; local police check. Any applicant that receives a negative reference that precludes him/her from working as a Security officer will be removed from the hiring process

No employee shall commence performance as a SO until a complete background check is completed and unless authorization is received from the Santa Cruz Metropolitan Transit District.

D. Final Selection

The final selection of employee applicants is composed of these steps:

- **Conduct Final Interview.** The Contract Managers and Site Supervisors conduct a final interview and verify and review all data with the applicant. Managers make recommendations to NCLN20 corporate office.
- **Corporate Review.** The NCLN20 corporate office reviews all employment application data and Site Supervisor and/or Project Manager recommendations and approves/disapproves.
- **the Santa Cruz Metropolitan Transit District Review.** Employment applicant data is forwarded to the Santa Cruz Metropolitan Transit District for final background check review and approval/disapproval.
- **Applicant Notification.** Successful applicants are notified of their employment approval

E. Post-Hire Processing

Upon hiring, all personnel will undergo the following processing:



- **Completion of Employment Records.** New hires finalize employment records, including payroll information
- **Uniform Issue.** Issuance of uniforms is done through NCLN20 corporate distribution specialist. The distribution team will travel to several locations within the Santa Cruz Metropolitan Transit District and work closely with the Contract Manager, Site Supervisor and Lead Security Officers to size and issue the authorized uniforms.
- **Personal Equipment Issue.** Issue personal equipment, such as cold weather gear, weapons and the NCLN20 Employee Handbook.
- **Identity Card Issue.** Issue NCLN20 identification card.
- **Schedule for Training.** Schedule Security Professionals for training and test new hires upon completion of all required training in accordance with FPS regulations.

As can be seen from the above list of actions, considerable time and effort is required to hire and integrate new personnel into the NCLN20 team. We believe this effort is worth the investment because it produces better Security Professionals who will take pride in their employment and position.

7.3.5. BACKGROUND CHECKS

7.3.5.1. PRELIMINARY BACKGROUND CHECK

The first step in the background check process is performed in-house and consists of the following reviews:

1. Applicant resume
2. Applicant DMV record (provided by Employee)
3. Applicant Reference Check for all employment during the past ten years
4. Applicant Employment Verification
5. Applicant Education Verification
6. Applicant Interview

This background check is performed in-house by NCLN20's Human Resources specialist.

7.3.5.2. FINAL BACKGROUND CHECK

If the Applicant passes the Preliminary Background Check, NCLN20 provides the applicant's personal history information to its subcontractor "Backgrounds On-Line" which specializes in performing independent background checks. This contractor will perform the following checks:

- | | |
|---------------------------------------|----------------------------------|
| • Identification Verification by SSN | • Employment Verification |
| • Identification Verification by Name | • Education Verification |
| • Public Record Scan | • Credential Verification |
| • Credit Report | • Reference Checks |
| • Criminal History Search | • Worker's Comp. Insurance Check |
| • National Wants and Warrants | • Driver's Record Check |

Upon successful passing of these checks, the applicant will be considered eligible for hire subject to medical and psychological testing, training completion and acceptance by the Santa Cruz Metropolitan Transit District.



7.4. ATTIRE, GROOMING AND CONDUCT POLICY

DRESS AND GROOMING CODE

NCLN20 takes pride in our company and employee image. NCLN20 employees are expected at all times to present a professional and business image. To ensure that employees meet the company and government standard employees will be advised in writing of the below outlined dress code and conduct code:

1. Employees are required to wear neat and clean uniforms with no holes.
2. Employees must wear socks. Women may wear stockings, tights (no fishnet).
3. Men with mustaches must keep them neat and trim to avoid obscuring the upper lip.
4. Beards must be kept neatly trimmed. Beards may also be worn for a verifiable religious belief.
5. Coloring or tinting hair is permitted as long as the color appears natural. Unnatural appearing hair with colors such as blue, green, pink, purple, etc. is not acceptable.
6. Cosmetic makeup may be worn if appearance is natural and minimum.
7. The wearing of excessive jewelry is not permitted. (i.e. multiple bracelets, rings)
8. Employees clothing shall not display any visible images or text of a political, religious or personal nature.
9. Sweats, shorts, miniskirts (more than 2.5 inches above the knee), jeans, halter tops, cleavage promoting, tight stretch pants, or excessive tight fitting clothing is not permitted.
10. Shoes must match and fit snugly. Tennis shoes, sandals, or slippers are not permitted.
11. Only women may wear earrings. Employees are prohibited from wearing rings/studs in the ears, nose, eyebrow and/or lip.

CONDUCT CODE

A successful and respected operation requires employees to be professional at all times. NCLN20 employees are expected to meet the company goal to handle all telephone calls, radio transmissions, and requests for information or other assistance with speed, quality and confidence. This goal is only achievable if all employees conform to a high standard of conduct and professionalism.

NCLN20 employees are expected to have a positive attitude towards our clients, peers and management. Loud conversations, complaining about others, using profanity, or arguing are not acceptable behavior. Personal grievances are to be handled on an individual basis with a member of management through the chain of command. Employees are expected to follow all rules, policies and procedures. Suggestions for improving the operation are encouraged, but until such improvements have been accepted and implemented, employees must obey all existing rules, policies or procedures.



7.5. PROGRESSIVE DISCIPLINARY POLICY

It is expected that all NCLN20 employees will adhere to the dress code and conduct code. In instances where an employee fails to do so, NCLN20's disciplinary action program will be executed. The general steps are as follows:

1. Documented verbal warning
2. Written Warning
3. Suspension from work without pay
4. Dismissal

If a severe violation of a company policy or procedure occurs, or major negligence of duty, or incidence (such as fighting, sleeping on the job, etc.) an employee may be terminated without the benefit of the above steps of action

In all cases, disciplinary action will be exercised fairly and consistently. The goal of this process is to intervene early to ensure that the employee is given every opportunity to correct any performance issues.

Having been in the security business for the past fifteen years, NCLN20 has developed a strict and comprehensive set of employee discipline policies and procedures.

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently and effectively. Generally, some people may have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at NCLN20, we hold ourselves to a high standard of quality where the rules and lines of authority simply ensure that quality is achieved and maintained.

By accepting employment with NCLN20, the employee has a responsibility to NCLN20 and to the employee's co-workers to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict the employee's rights, but rather to be certain that the employee understands what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then the organization will be a better place for everyone to work.

Discipline

The Discipline Policy applies to all regular employees who have completed the introductory period.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, managers are expected to follow the three-step procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there



may be times when NCLN20 may decide to repeat a disciplinary step.

To ensure that NCLN20's business is conducted properly and efficiently, the employee must conform to all standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, the employee manager will coach and counsel the employee while mutually developing an effective solution. If, however, the employee fails to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur:

Step One: Oral Reminder

- The first step of the Discipline Without Punishment approach is the Oral Reminder. The focus here is on reminding the employee that it is his/her responsibility to meet NCLN20's and the U.S. Marshals Services' expectations rather than reprimanding the employee for violating it. The manager's goal during the conversation will be to gain the employee's agreement to change rather than warning the employee what will consequences could occur the next time the manager catches the employee misbehaving
- The employee's manager will meet with the employee to discuss the problem, making sure that the employee understands the nature of the violation and the expected remedy. The purpose of this conversation is to remind the employee of exactly what the rule or performance expectation is and also remind the employee that it is his/her responsibility to meet that expectation
- The employee will be informed that the Oral Reminder is the first step of the discipline procedure. The employee's manager will fully document the Oral Reminder, which will remain in effect for 3 months. Documentation of the incident will remain in the department file and will not be placed in the employee's permanent record, unless another disciplinary transaction occurs.

Step Two: Written Reminder

- If the employee's performance does not improve within the 3 month period, or if the employee is again in violation of NCLN20's and the U.S. Marshals Services practices, rules or standards of conduct, the employee's manager, after reviewing the situation with the Contract Manager, will discuss the problem with the employee, emphasizing the seriousness of the problem and the need for the employee to immediately remedy the problem.
- Following the conversation, the employee's manager will write a memo to the employee summarizing the discussion. The original memo will go to the employee and a copy will be routed to the Human Resources department. The Human Resources copy of the memo will be placed in the employee's file. The employee will be requested to countersign this memo to signify that they have received the memo and that they understand its content and relevance to the process.
- The Written Reminder will remain in effect for 12 months.

Step Three: Decision-Making Leave

- The final step of the "Discipline Without Punishment" system involves placing the employee on a Decision Making Leave - an unpaid one-day disciplinary suspension. Unlike traditional unpaid disciplinary suspensions, the purpose of the Decision Making Leave is not just to punish the individual for his/her misbehavior, but to convince the employee that he/she must now make a final decision either to correct the immediate problem and make a commitment to completely acceptable performance in every area of



- his/her job, or to quit and find more satisfying work elsewhere.
- Suspending the employee as a final disciplinary step has many advantages over using a final written warning or placing the employee on probation - it is a dramatic gesture that strongly communicates the seriousness of the situation, it provides time to think, it reinforces the authority of the manager, and also important, it has been consistently upheld by arbitrators and other third parties as sufficient notice to the individual that, "the employee's job is at risk."
 - When the employee returns on the day following the Decision Making Leave, he/she does not immediately go back to work. Instead, the employee meets with his/her manager to advise him/her of the decision that has been made - either to correct the problem and commit to acceptable performance in every area of the job, or to quit. The employee is advised that NCLN20 is pleased the individual has decided to change and stay (few ever announce a decision to quit), but, if another problem requiring disciplinary action arises, the logical consequence is termination. After this brief meeting, the manager writes the employee a memo documenting the entire transaction. Again, the employee will be requested to countersign this memo to signify that they have received the memo and that they understand its content.
 - Prior to placing an employee on Decision Making Leave, the manager should consult with the next two higher levels of supervision and the Human Resources manager should be advised.
 - The employee will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs within the next 12 months, the employee will be terminated. If the employee is unwilling to make such a commitment, then he/she may be terminated.

Crisis Suspension

Whatever NCLN20's formal discipline policy may be, it is important for managers to recognize there is never a situation which justifies an employee being terminated on the spot. Whatever the offense, the appropriate action is to suspend the individual pending investigation. Once the employee is off the premises, the manager and other members of management can investigate the situation calmly away from "the heat of the moment." Any time a crisis situation arises; the manager should advise the individual that he/she is being "suspended pending investigation" and that the employee is to leave the premises immediately. In cases where it appears the individual may be intoxicated or under the influence of some other drug, transportation should be provided or arranged.

If the employee commits any of the actions listed below, or any other action not specified but similarly serious, the employee will be suspended without pay pending the investigation of the situation. Following the investigation the employee may be terminated without any previous disciplinary action having been taken.

1. Theft
2. Falsification of NCLN20 / the Santa Cruz Metropolitan Transit District records
3. Failure to follow safety practices
4. Conflict of interest
5. Threat of, or the act of doing bodily harm
6. Willful or negligent destruction of property
7. Be under and/or in possession of intoxicants, drugs or narcotics
8. Neglect of duty



9. Refusal to perform assigned work or to follow a direct order

Discipline Deactivation

If an employee changes his/her behavior following a disciplinary discussion by fully correcting a problem, and maintains improvement for a significant period of time, the employee can have his/her "slate wiped clean." Most organizations provide that the more serious the disciplinary step, the longer the period of time before it becomes deactivated.

- Step 1 of the procedure (Oral Reminder) will be in effect for 3 months.
- Step 2 (Written Reminder) will be in effect for 12 months.
- Step 3 (Decision Making Leave) will be in effect for 12 months.

If no further performance problems occur during the active period, the discipline procedure will be formally deactivated at the end of the appropriate time period. The employee's manager will initiate a memo advising the employee of the inactive status of discipline and, when appropriate, commend the employee for performance improvement.

Dismissal

Employment and compensation with NCLN20 is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either NCLN20 or the employee, except as otherwise provided by law.

If the employee's performance is unsatisfactory due to lack of ability, failure to abide by NCLN20 rules or failure to fulfill the requirements of his/her job, the employee will be notified of the problem. If satisfactory change does not occur, the employee may be dismissed. Some incidents may result in immediate dismissal.



7.6. EMPLOYEE BONUS / INCENTIVE PROGRAM

NCLN20 strongly supports the recognition of its employees for performance excellence. The following table details the categories of recognition, frequency and the award. Our experience shows that once we are fully operational, we will need to tailor this program to fit the Project's needs. We propose that in coordination with the Santa Cruz Metropolitan Transit District, our Site Supervisor will make the final selection of award recipients.

EMPLOYEE INCENTIVE / RECOGNITION PROGRAM

Category	Criteria	Frequency	Award
Employee of the Month per Location	Combination of good performance, attendance, attitude and outstanding effort	Monthly	Certificate; Picture on display for one month, check for \$100.00 and name on plaque.
Dependability	Reward for good attendance and on-time delivery of services	Quarterly	Certificate, \$50 00
Attitude Award	One employee, nominated by peers, project manager or government personnel	Quarterly	Certificate, \$100
Outstanding Effort	Recognizes employees for outstanding performance of service to the customer or NCLN20 related to the Mission	Per Occurrence	Certificate, \$50 00
Recruiting Bonus	Awards any employee, excluding the project manager, who helps in the recruiting of new employees	Per employee recruited who remain over 180 days	\$75 00

Additionally, the Contract Managers and Supervisors are eligible for a financial bonus of up to ten percent of their annual compensation for good performance and for maintaining unauthorized overtime to a minimum.



7.7. CONTRACTOR PROVIDED EQUIPMENT

7.7.1. SECURITY GUARD UNIFORMS & EQUIPMENT

NCLN20, Inc. will provide all of its employees with a complete set of uniforms that at a minimum will consist of the following items:

UNIFORMS AND PERSONAL EQUIPMENT FOR MALE PERSONNEL

ITEM	QTY	NOTES
Long Sleeved Shirts	3	
Short Sleeved Shirts	3	
Pairs of Trousers, all season weight	3	
Necktie	2	
Cloth Head Gear w. Seasonal Cover	1	
Jacket, winter, patrol	1	
Keystrip w/ Flap	1	
Insignia, Shoulder Patch	7	
Name Tag	1	
Metal Breast Badge	1	

UNIFORMS AND PERSONAL EQUIPMENT FOR FEMALE PERSONNEL

ITEM	QTY	NOTES
Long Sleeved Shirts	3	
Short Sleeved Shirts	3	
Pairs of Trousers, all season weight	3	
Skirt, all season weight	3	
Necktie	2	
Cloth Head Gear w. Seasonal Cover	1	
Jacket, winter, patrol	1	
Keystrip w/ Flap	1	
Insignia, Shoulder Patch	7	
Name Tag	1	
Metal Breast Badge	1	



ADDITIONAL UNIFORM EQUIPMENT ITEMS

ITEM	QTY	NOTES
Duty Belt (Sam Brown type)	1	
Belt Keepers	4	
Flash Light w/ Holder	1	
Handcuffs w/ case	1	
Baton w/ holder		
Mace w/ holder		
Notebook, Pen and Pencil	2	
Traffic Control Safety Apparel	1	
Nextel Radio/Cellular Phone w. holder	1	For supervisor

Each guard deployed at a post that will expose him/her to the outside climatic elements will be provided with inclement weather clothing consisting of the following items:

INCLEMENT WEATHER UNIFORM ITEMS

ITEM	QTY	NOTES
Plastic Headgear Covers	2	
Raincoat (PVC) with reflective Security designation	1	

NCLN20 employees on this contract will use no personal or other supplemental equipment unless authorized by NCLN20 and the Santa Cruz Metropolitan Transit District.

UNIFORM REGULATIONS

The following presents NCLN20's Dress Code and Grooming Standards for its Security Officers:

1. Employees are required to wear neat and clean approved uniforms with no holes.
2. Employees must wear socks. Women may wear stockings, tights (no fishnet).
3. Men with mustaches must keep them neat and trim to avoid obscuring the upper lip
4. Beards must be kept neatly trimmed. Beards may also be worn for a verifiable religious belief.
5. Coloring or tinting hair is permitted as long as the color appears natural. Unnatural appearing hair with colors such as blue, green, pink, purple, etc. is not acceptable.
6. Cosmetic makeup may be worn if appearance is natural and minimum.
7. The wearing of excessive jewelry is not permitted. (i.e. multiple bracelets, rings)
8. Employees clothing will not display any visible images or text of a political, religious or personal nature.
9. Sweats, shorts, miniskirts (more than 2.5 inches above the knee), jeans, halter-tops, cleavage promoting, tight stretch pants, or excessive tight fitting clothing is not permitted.

10. Shoes must match and fit snugly. Tennis shoes, sandals, or slippers are not permitted.
11. Employees are prohibited from wearing rings/studs in the nose, tongue and/or lip

All employees on the Santa Cruz Metropolitan Transit District security guards services contract have to comply with these regulations plus any additional regulations that may be added by Santa Cruz Metropolitan Transit District upon concurrence of NCLN20 regarding any additional requirements.

PICTURES OF SAMPLE UNIFORMS

The following picture provides an example of the uniforms worn by NCLN20 guards. These uniforms can be adjusted to meet the requirements of the Santa Cruz Metropolitan Transit District.



7.7.2. DETEX EQUIPMENT

NCLN20, Inc. will utilize the requisite Detex Electronic Guard Tour Management System for this project with the Santa Cruz Metropolitan Transit District. Each guard will be outfitted with an electronic wand and various check points at the two facilities will have electronic buttons attached to them so as to allow for an electronic management / review of each guard patrol tour during the subject shift. This information will be downloaded into the requisite computer station and will be used to generate daily or weekly (as required by the Santa Cruz Metropolitan Transit District) tour management reports for the subject locations and shift. NCLN20 has extensive experience in working with Detex and similar Guard Electronic Tour Management Systems.



7.8. ADDITIONAL NCLN20 ASSURANCES

7.8.1. HEALTH AND PHYSICAL FITNESS

NCLN20 will ensure that all personnel assigned to work in the Santa Cruz Metropolitan Transit District offices are in good general health without physical defects, communicable diseases, or psychological abnormalities that would interfere with the performance of duties. Employees hired to work in the Santa Cruz Metropolitan Transit District offices will be required to take a physical examination. NCLN 20 will contract with local Medical Clinics to conduct all employment physicals. Medical exams will be completed prior to an employee beginning work in the Santa Cruz Metropolitan Transit District offices area and will be repeated annually. This medical exam includes drug testing.

7.8.2. DRUG DETECTION PLAN

NCLN20 will ensure all personnel employed to work in the Santa Cruz Metropolitan Transit District offices are tested for drugs prior to starting work (incumbents within 30 days of contract start). We will require all employees to complete and sign a pre-employment drug-use questionnaire. Prior to testing, NCLN20 will inform the employee of the testing schedule and make sure the employee fully understands the purpose. After the employee has been informed of the testing purpose and procedure, he/she is required to sign a consent form. Employees will also be subject to testing at any time if the Santa Cruz Metropolitan Transit District or NCLN20 feels there is just cause.

NCLN20 has a contractual agreement with Norton Medical Industries to do drug test. The drug test (urinalysis) will be conducted at Smith-Kline Laboratories an associate of Norton Medical Industries. Results from the test will be sent directly to NCLN20 and these results will be forwarded to the designated Customer official for review and recording. Any employee who fails a drug test will be determined unsuitable for work and will be removed immediately from the contract site.

7.8.3. EMPLOYEE SUITABILITY

NCLN20 will review a local criminal history report and background check report for all new employees who meet the contract qualifications prior to them beginning work on the contract. NCLN20 will also review the personal histories for any incumbent employee who has not been cleared for suitability within the past three years. We understand that the Santa Cruz Metropolitan Transit District may issue temporary clearances for company employees, pending a thorough background check for full suitability. We also understand that any employee determined by the Santa Cruz Metropolitan Transit District as unsuitable must be removed immediately and replaced with a suitable employee.

7.8.4. EMPLOYEE REPLACEMENT PLAN

As indicated in this proposal, no employee under this contract will leave his / her post unless properly relieved. This means that if a scheduled Patrol Officer does not arrive at his/her designated post, that the NCLN20 Officer who is scheduled to go off-duty will not leave



his/her post but will take the following steps:

1. Ascertain the cause for the delayed arrival of the on-coming Security Officer;
2. If the on-coming Security Officer is delayed for less than one-hour (due to traffic problems, etc. . .), the on-duty Security Officer will remain on his/her post until the on-coming Security Officer arrives and relieves the on-duty Security Officer, the Security Officer will notify his/her Supervisor or the Contract Manager immediately of this situation and confirm that he/she will remain on post;
3. If the on-coming Security Officer is delayed for more than one hour and/or is anticipated not to arrive at his/her post for his/her scheduled shift at all, the on-duty Security Officer will notify the Supervisor or the Contract Manager and the Supervisor/Contract Manager will utilize the on-call list of on-call and reserve personnel to ensure that the on-duty Security Officer will be relieved within two (2) hours by a substitute Security Officer.
4. If the on-duty Security Guard is unable to reach the on-coming Security Officer, he/she will also notify his/her Supervisor or the Contract Manager and they will then discuss whether a Security Officer from the on-call list will be contacted or if the on-duty Security Officer will remain on duty and that both will re-assess the situation within one hour;

It should be noted that the above procedures will only be followed if the on-coming Security Officer does not show up on time as scheduled. It should furthermore be noted that anytime an officer is unable to make it to his/her shift on time due to commute delay, sickness, calamity, etc. . . that it is his/her responsibility to contact the on-duty Supervisor. When the on-duty Supervisor is contacted, he/she will use the on-call list to arrange for a substitute Security Officer and he/she will notify the Contract Manager of the subject absenteeism and that a substitute Security Officer has been arranged from the on-call list. In this case, the on-duty Security Officer will remain on-duty until the substitute Security Officer arrives to take over the next shift. It is anticipated that in case of advance call-offs, the substitute Security Officer will arrive at the regularly scheduled beginning time of the next shift. If the call-off was not announced sufficiently in advance, it is anticipated that the substitute Security Officer will arrive within two (2) hours of the start of the next shift and that these two (2) hours will be covered by the on-duty Security Officer from the prior shift. In all cases, a Security Officer will be on duty at all times

7.8.5. EMERGENCY SERVICES HANDLING

NCLN20 proposes to hire a staff of Full-Time and Part-Time personnel. A separate recall list will be prepared for each shift. The recall list will list all reserve personnel available to supplement the existing workforce in case of absenteeism and/or increased service requirements in case of emergencies. The recall system is handled through the maintenance of a list of on-call personnel for each shift. Additionally, each on-call officer can be reached at all times via an NCLN20 provided pager.

Having the availability of several reserve personnel will greatly assist in the continuity of providing Security Guard Services to the Santa Cruz Metropolitan Transit District. In case of employee turnover and/or increased temporary absenteeism of the work force, NCLN20, Inc. will have trained replacement Security Officers available at all times to step in and take over the duties of the absent employee. This also greatly reduces the need for overtime work which results in more cost-effective and efficient operation of the contract.



7.8.6. CONTINGENCY SERVICES PLAN

NCLN20's contingency plan is based on the following systems:

1. In case of unforeseen employee absenteeism, NCLN20 will ensure that the on-duty Security Guard remains on duty until properly relieved through the use of our on-call list which provides a listing of all on-call and reserve personnel.
2. In case of planned employee absenteeism, such as during situations of employees who are on vacation, have to serve jury duty, or have to serve their military duty, NCLN20's built-in reserve capacity on this contract will act as substitutes until the regular employee is back on-duty to fill his/her own shift / time-slot.
3. In case of employee turnover, NCLN20 has established the following fail-safe systems:
 - a. NCLN20 will operate this contract with Full-Time and Part-Time employees, this ensures that we have a built-in excess capacity of trained personnel who can act as a reserve force in this regard;
 - b. NCLN20 will maintain a listing of interested and qualified job applicants who have expressed an interest in the position of Security Guard at the Santa Cruz Metropolitan Transit District;
 - c. All personnel are well-trained and qualified to act as Security Guard at the Santa Cruz Metropolitan Transit District Security Officer Services contract; and
4. In case of any on-the-job problems, unforeseen circumstances, employee absenteeism, etc... the on-duty Security Officer can contact his/her supervisor and the company management through the company's Management Call-List which is available to all personnel on this contract. This listing will provide cellular phone numbers for all mid-level and top-level managers of NCLN20 and will provide the on-duty Security Guard with a means of contacting any manager during emergency situations and of obtaining the necessary assistance.
5. In case of equipment failure, we will follow a pre-arranged set of procedures which will be based on the existing the Santa Cruz Metropolitan Transit District procedures and in the absence of specific procedures of how to handle equipment failures on procedures established by NCLN20's Contract Manager after review of same by the Santa Cruz Metropolitan Transit District representative for approval.

Any additional contingency procedures will be arranged between NCLN20 and the Santa Cruz Metropolitan Transit District.



PROPOSAL

SECTION 8

TRAINING PLAN



SECTION 8

TRAINING PLAN

8.1. INTRODUCTION

NCLN20 Training Program is designed to provide security officers with the knowledge and skills required for working at the Santa Cruz Metropolitan Transit District facilities. NCLN20 will ensure all new security officers complete 16 hours of initial training provided by NCLN20, any training provided by the Santa Cruz Metropolitan Transit District (if applicable and if desired by SCMTD). Subsequently, NCLN20 will ensure that all employees will also complete 16 hours of annual refresher training. Furthermore, NCLN20, Inc. will ensure that all employees will recertify themselves every year in weapons proficiency (mace, baton and handcuffs) and safety procedures following BSIS (Bureau of Security & Investigative Services of the State of California) procedures and be First Aid and CPR trained and certified. Additionally, NCLN20 will provide the necessary On-The-Job Training to all new employees. NCLN20 will commit to have its Supervisor certified as a Trainer.

NCLN20 utilizes a master training guideline and NCLN20's Security Officer's Basic Training Manual. At the completion of training for each subject, employees are required to demonstrate a working knowledge of the subject matter before the trainer and trainee sign off on the subject. Employees must show their knowledge of the subject through testing. Tests may be oral, written or demonstrative. Test will be applied in accordance with BSIS requirements.

NCLN20 takes pride in being a leader in the training of professional Guards. We base our success on detailed needs-assessments, analyses of training requirements, selection and definition of training goals and objectives, curriculum development, training plan preparation and implementation, expert instruction, appropriate selection of training delivery methods, constant quality control and improvement of existing programs, and advantageous use of every training opportunity.

A critical factor in the management of our training program will be coordination and consultation with the Santa Cruz Metropolitan Transit District on the issues of training goals and objectives, training management, Quality Control, and Guard proficiency. In fact, training is probably the single most important aspect of our Quality Support Program because it pertains to virtually every element of service and performance. Upon notification of contract award, and in coordination with the COTR, we will conduct a thorough task analysis and assessment of the proficiency levels of all incumbent Guards and new personnel.

Based on the review of the solicitation we will structure an initial training program for all new personnel that will encompass a minimum of 16+ hours of formal training, and practical exercise time to orient these Guards. This training will ensure that Guards are at the expected level of proficiency as required by training goals and objectives and approved performance standards. Incumbent guards will be provided the same training as needed,



along with the same NCLN20 orientation given to new personnel. Refresher training of 16 hours will be applied to all personnel on an annual basis in addition to annual First Aid and CPR training and Weapons Proficiency training (as applicable).

Concurrently, with the development of the initial training program, we will provide to the COTR for his/her review and approval, before contract start, a complete basic training course. We will use this course to train all new-hires who enter the Guard Force. This complete Training Plan will contain:

- Training Goals and Objectives
- A master training schedule for one year
- Course descriptions for the Basic, Additional, and Supervisor courses
- Refresher and in-service (on-the-job) training
- Resources required to conduct training. (Facilities, Aids, Instructors, etc.)

Our Training Program is an essential part of our Personnel Support Procedures. We have grouped our Training into four (4) major areas as follows:

- Basic Training
- Annual Refresher Training
- On-The-Job Training/Orientation
- Supervisory Training

8.2. BASIC TRAINING

Basic training will incorporate a total of 16 hours of contractor provided training and will follow the BSIS topics and guidelines but as a minimum will include but not be limited to the following training topics:

01. The Santa Cruz Metropolitan Transit District general orientation
02. Purpose and principles of the system of Security
03. Security as applied to the Santa Cruz Metropolitan Transit District facilities
04. Organization of the Guard Force
05. Functions of the Guard Force
06. Authority of the individual guard
07. Specific duties including orientation training
08. Guard orders, general & set forth in the City's General Guard Orders
09. Discipline – obedience to orders
10. Employee and public relations
11. Self-defense
12. Communication facilities and procedures
13. Elementary first aid and fire protection
14. Report writing
15. Riot control
16. Traffic control
17. Use of two-way radio and FCC regulations
18. Operation and use of special equipment used by the Santa Cruz Metropolitan Transit District such as electrically operated gates, closed circuit TV, etc....



19. Customer Site Orientation, Duties and Functions
20. The Santa Cruz Metropolitan Transit District Representative (COR) Duties
21. Personnel identification, entry and exit control
22. Bomb threats, evacuations & other disaster responses
23. Principles of verbal & written communications
24. Report writing, notes, and required forms
25. Telephone and radio communication procedures
26. Role of local, state and customer police agencies (if applicable)
27. Warrants Served by Law/Peace Officers
28. Patrol and observation procedures, methods and techniques
29. Response to disturbances & crimes in progress
30. Safety and fire prevention
31. Arrest procedures and the law
32. Preservation of crime scene
33. Rules and laws of evidence
34. Crimes against persons
35. Crimes against property
36. Narcotics and dangerous/illegal drugs
37. Search and seizure
38. Use of force
39. Ethics and professionalism
40. Understanding human behavior
41. Public Relations
42. Media Relations
43. Emergency medical assistance (CPR & first aid)
44. Crowd and riot control (tactics & formations)
45. Unarmed Defensive Tactics and Techniques
46. OSHA Standard 29CFR1910.1030 & Hazards of Occupational Exposure to Blood borne Pathogens
47. Lost & Found Property, and Key and Combination Control
48. Hostage Situations and Potential Hostage Situations

Additional training topics will be added on an as needed basis so as to comply with the Santa Cruz Metropolitan Transit District specification requirements.

Any and all training attended, tested and passed will be recorded in the subject employee's personnel folder. Separate records will be maintained indicating who has been trained and what topics were taught.

8.3. ANNUAL REFRESHER TRAINING

On an annual basis, 16 hours of re-certification training will be provided to all guard and supervisory personnel assigned to this project. These training sessions may be repetitions of items covered during the basic training, they may be new topics, or they may consist of "lessons-learned" topics. Having these refresher training sessions will assist the Contract Manager in maintaining close contact with the various officers and in assessing their individual proficiency. In addition to this refresher training, guards will also receive separate (if applicable) First Aid and CPR Training, OSHA and On-Site Orientation and Safety Training and annual weapons proficiency training (if applicable for mace, baton &



handcuffs). All training will be performed in accordance with BSIS training topics, regulations and testing procedures.

8.4. ON-THE-JOB TRAINING / ORIENTATION

All Security Officers will receive a hands-on orientation from his/her supervisor in regards to the specific duties and post orders for any new guard assignment on this contract. This orientation will include a review of the applicable Post Orders, a review of emergency procedures for this location, review of fire extinguisher and fire alarms in the immediate vicinity of the guard post, review of emergency escape routes and a visual tour of the immediate surroundings of the subject guard post to include an introduction where needed to applicable the Santa Cruz Metropolitan Transit District representatives the officer may encounter during his/her tour of duty. It is anticipated that the hands-on orientation will consist of two days: one day with the supervisor and one day with an incumbent guard who is intricately familiar with the subject post.

Please note that throughout the year, the supervisor may provide additional On-The-Job Training / Orientation to the incumbent guards in the form of providing cross-training where a guard will be familiarized with another post on this contract. For example, a guard who generally provides security at the Metro Center may receive cross training to serve as a Revenue Collection guard and vice versa. This allows for improved flexibility on this contract in case of periods of planned or unplanned employee absenteeism, increased service requests and/or ability for employees for promotion. This also allows for increased job satisfaction and job motivation for the security officers on this contract.

8.5. SUPERVISOR TRAINING

Supervisors will receive additional supervisory training of at least 9 hours. This training will be based on the NCLN20's Supervisor Manual and on BSIS topics, regulations and testing requirements.

8.6. INSTRUCTION METHODS

NCLN20, Inc. will use the following instruction methods when training its employees:

- Class-room Training
- Video and Audio Training
- Practical Demonstrations
- Self-Study Programs
- Verbal and Written Testing



PROPOSAL

SECTION 9

PRICE PROPOSAL



SECTION 9 PRICE PROPOSAL

The following page contains NCLN20's price proposal for this project.

Please, note that the pricing for both areas of work – the Metro Center and the Revenue Collection– are the same.

Please, also note that NCLN20 has proposed the first year pricing herein. Furthermore, since NCLN20 is unable at this point in time to project the future years of CPI which will impact the Santa Cruz Metropolitan Transit District Wage & Benefit rates, we have maintained our pricing for the option years to be equal to that of the Base Year with the proviso that NCLN20 will be able to request an equitable price adjustment each year when the new Living Wage is published by the Santa Cruz Metropolitan Transit District. This price adjustment will only be for the increase in wages and benefits along with any related payroll taxes and insurance costs. In order to limit annual cost increases to the Santa Cruz Metropolitan Transit District, NCLN20 proposes to cap these CPI increases at 3% per annum.

The following page contains a one-page overview of the NCLN20 proposed hourly billing rates for the guards and the supervisor for regular services (Straight Time) and for overtime services

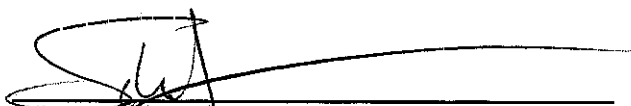
NCLN20, Inc.
Price Summary
SCMTD - Security Guard Services - RFP# 06-07

<u>PROPOSED HOURLY BILLING RATES</u>		
Regular Guard Post Hour:	\$18.50	per hour
Guard Overtime Post Hour:	\$25.90	per hour
Regular Supervisor Post Hour:	\$22.47	per hour
Supervisor Overtime Post Hour:	\$31.46	per hour

<u>ANALYSIS / COST BREAKDOWN OF PROPOSED HOURLY BILLING RATES</u>			
<u>Cost Element</u>	<u>% or Rate</u>	<u>Guard Hourly Rates</u>	<u>Supervisor Hourly Rates</u>
Base Wages & Benefits		\$ 13.16	\$16.00
Vacation Allowance	1.98%	\$ 0.26	\$ 0.32
Holiday Allowance	1.98%	\$ 0.26	\$ 0.32
Other PTO Allowances	1.29%	\$ 0.17	\$ 0.21
Sub-Total Wage Cost		\$ 13.85	\$ 16.85
FICA Tax	7.08%	\$ 0.98	\$ 1.21
FUTA Tax (effective rate)	0.29%	\$ 0.04	\$ 0.04
SUTA Tax (effective rate)	1.01%	\$ 0.14	\$ 0.15
Worker's Compensation Insurance	6.64%	\$ 0.92	\$ 1.13
General Liability Insurance	\$0.13	\$ 0.13	\$ 0.13
Sub-Total Direct Labor Cost		\$ 16.06	\$ 19.51
Training Labor Cost	0.66%	\$ 0.11	\$ 0.13
Uniform Cost	0.40%	\$ 0.06	\$ 0.08
Supplementary Equipment Cost	0.27%	\$ 0.04	\$ 0.05
Employee Qualification Cost	0.28%	\$ 0.04	\$ 0.05
Other Direct Cost	2.51%	\$ 0.40	\$ 0.49
GEMS Cost	0.37%	\$ 0.06	\$ 0.07
Total Direct Cost		\$ 16.78	\$ 20.38
G&A	6.0%	\$ 1.01	\$ 1.22
Total Cost		\$ 17.79	\$ 21.61
Profit	4.0%	\$ 0.71	\$ 0.86
Sub-Total Price		\$ 18.50	\$ 22.47
Bond Cost	0.0%	\$ -	\$ -
Total Hourly Billable Rate (Straight Time)		\$ 18.50	\$ 22.47
Overtime Rate at	140%	\$ 25.90	\$ 31.46

Please note that overtime rate pricing is based on 140% of the regular time billing rate since various contract related fixed cost have already been recovered throughout the regular time contract services and should not be costed again in the overtime pricing.

Please note that the wages & benefits listed for the guard reflect an average wage & benefit rate; the guard wages & benefits are projected to range between \$10 and \$14 per hour depending on post, shift, experience, seniority and merit.


 Sihaya Jones, Vice-President

October 30, 2006
 Date

Amendment #1

Santa Cruz Metropolitan
Transit District



July 8, 2008

Attachment C

NCLN20, Inc.
Lt. James Espinoza
1362 Pacific Ave., Suite 224
Santa Cruz, CA 95060

Lt. Espinoza

It was a pleasure speaking with you on Monday, July 7, 2008 regarding NCLN20 Security Officer staffing concerns.

As per our verbal agreement 07/07/08, and in accordance with 3.4 of the contract between NCLN20 and the Santa Cruz Metropolitan Transit District, the District requests that NCLN20 make a permanent staffing change in Revenue Collection on Mondays and Fridays in order to expedite the collection and processing of District revenues.

The following is the proposed change of NCLN20 contracted schedule of services:

3.4.2 Revenue Collection –

Monday and Friday 7:15 am through 3:15 pm (three (3) officers)

Tuesday, Wednesday and Thursday 7:15 am through 3:15 pm (two (2) officers)

Monday through Saturday 6:00 pm through 2:00 am (one (1) officer)

Effective: Monday, July 14, 2008

If you have any questions, please contact us at 1-831-466-9058.

Sincerely,

Jenna M. Glasky
Supervisor of Revenue Collection
1200 B River Street
Santa Cruz, CA 95060
831-466-9058
831-426-9471 FAX

cc. **Ciro Aguirre**, Manager of Operations
Mary Ferrick, Fixed Route Superintendent
File

9.c1

Amendment #2

Santa Cruz Metropolitan Transit District



July 14, 2008

NCLN20, Inc.
1850 Gateway Blvd.
Concord, CA 94520
ATTN: Sihaya Jones, Vice President

Ms. Jones,

It was a pleasure meeting with you, Mr. John Thibault, Captain Bertha Corral, and Lieutenant James Espinoza. This letter serves to memorialize our meeting of Monday, July 7th, 2008 at 2:00pm, in which we discussed certain concerns that we agreed to work on mutually. The following should summarize our discussions:

Communications with NCLN20 regarding administrative issues such as certification, licenses, and insurance will be directed to Captain Bertha Corral or Mr. John Thibault, West Coast Director of Operations. Issues pertaining to scheduling, and personnel oversight will continue to be referred to Lieutenant James Espinoza.

Captain Corral will be trained at all District Posts to include all security aspects of the Revenue Room and Vaults. Captain Corral will call to mutually establish a time and date as to when training will start.

The District understands that NCLN20 may at times wish to review NCLN20 personnel at the various sites unannounced to monitor for quality control. Metro and NCLN20 agree that the visits may be performed as long as the Supervisor of Revenue Collection is notified in advance of the impending visit, which will remain unannounced and confidential to all NCLN20 employees.

The request for removal of Officers from the contract as noted in the Metro/NCLN20 agreement, Article 3.11, will be submitted to NCLN20 in writing (see form included). Officers found not performing to Metro's expectations will be reported to NCLN20 for further disposition. Prospective NCLN20 Security Officer Candidates are to be considered for employment in accordance with NCLN20 hiring criteria, and as stipulated in the METRO/NCLN20 contract agreement.

Changes in staffing requirements, hours, or days of service will be referred to Lt. Espinoza within the required time frame as stipulated in the METRO/NCLN20 contract agreement and will be in writing.

Officers assigned to the Revenue Room will record their time on the time sheet attached and be signed off by the Revenue Room Supervisor confirming work hours recorded every Friday and sent to NCLN20. NCLN20 will provide their official time recording form at a later date.

An attempt to contact former Lt. Ernest Hernandez will be performed in an effort to retrieve specific METRO property. If unsuccessful, the matter will be referred to Metro's Legal Department and NCLN20 for further disposition.

I would like to clarify that these understandings do not circumvent nor do they modify the existing language found in the METRO/NCLN20 contract, but serve only to define processes.

Sincerely,

Ciro Aguirre
Manager of Operations

Cc: John Thibault, West Coast Director of Operations
Captain Bertha Corral, Area Supervisor
Lieutenant James Espinoza, Site Supervisor
Jenna Glasky, Supervisor of Revenue Collection
Mary Ferrick, Fixed Route Superintendent

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117
METRO OnLine at <http://www.scmtd.com>

9.d1

Amendment #3

Santa Cruz Metropolitan
Transit District



National Security Industries
2081 Curtner Avenue
San Jose, Ca 95124
Attention: Mr. James A. Clarke

September 18, 2008

RFP Security Guard Services #06-07
Issued on 10/02/06
Attachment D, Amendment 3

1. Part III

Article 3.4 Schedule of Services

In accordance with Article 3.41 Santa Cruz Metro Center coverage will be as follows:

24 hour coverage – 365 days. Site supervisor shall work Monday through Friday during the hours of 8 AM to 4 PM or other hours as designated by the District.

Added to original RFP and still in effect:

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

2. Article 3.4.2 Revenue Collection-

Monday and Tuesday: 7:15 AM through 3:15 PM. (three (3) officers)

Wednesday, Thursday, Friday: 7:15 AM through 3:15 PM (two (2) officers)

Monday through Saturday: 6:00 PM through 2:00 AM (one (1) officer)

This was effective mid August, 2008.

3. Per our understanding on September 18, 2008 the following change is made in Article 3.3: Supervision

The Director of Operations for NSI will be allowed to visit METRO sites unannounced so long as he contacts the dispatch office at (831) 688-5044 before he/she arrives on site.

These understandings do not circumvent nor do they modify the existing language found in the contract, but serve only to define processes.

Sincerely,

Mary C. Ferrick
Fixed Route Superintendent

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Presentation materials will be distributed at the September 26, 2008 Board Meeting.