

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF MAY 11, 2012
8:30 AM



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

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


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|--------------------------|--|------------------------------|
| <input type="checkbox"/> | Director Margarita Alejo | City of Watsonville |
| <input type="checkbox"/> | Director Hilary Bryant | City of Santa Cruz |
| <input type="checkbox"/> | Director Dene Bustichi | City of Scotts Valley |
| <input type="checkbox"/> | Director Daniel Dodge, Vice Chair | City of Watsonville |
| <input type="checkbox"/> | Director Ron Graves | City of Capitola |
| <input type="checkbox"/> | Director Michelle Hinkle | County of Santa Cruz |
| <input type="checkbox"/> | Director Deborah Lane | County of Santa Cruz |
| <input type="checkbox"/> | Director John Leopold | County of Santa Cruz |
| <input type="checkbox"/> | Director Ellen Pirie | County of Santa Cruz |
| <input type="checkbox"/> | Director Lynn Robinson, Chair | City of Santa Cruz |
| <input type="checkbox"/> | Director Mark Stone | County of Santa Cruz |
| <input type="checkbox"/> | Ex-Officio Director Donna Blitzer | UC Santa Cruz |

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

INTERPRETATION SERVICES / SERVICIOS DE TRADUCCIÓN

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

AMERICANS WITH DISABILITIES ACT

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

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**MEETING LOCATION:
SANTA CRUZ METRO
110 VERNON STREET
SANTA CRUZ**

8:30 A.M.

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION

1. ROLL CALL

2. ORAL AND WRITTEN COMMUNICATIONS

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Oral and Written Communications on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. 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.

3. LABOR ORGANIZATION COMMUNICATIONS

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

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

5-1. ACCEPT AND FILE RIDERSHIP REPORT FOR FEBRUARY 2012

Submitted by Erich Friedrich, Junior Transportation Planner

5-2. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A AMENDMENT TO THE LICENSE AND INDEMNIFICATION AGREEMENT BETWEEN UCSC AND SANTA CRUZ METROPOLITAN TRANSIT DISTRICT TO INCLUDE SHADOW SERVICE

Submitted by Margaret Gallagher, District Counsel

5-3. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MARCH 2012

Submitted by Angela Aitken, Finance Manager

5-4. MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF MARCH 31,2012

Submitted by Angela Aitken, Finance Manager

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- 5-5. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH TIRE DISTRIBUTION SYSTEMS, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES**
Submitted by Erron Alvey, Purchasing Agent
- 5-6. CONSIDERATION OF AUTHORIZING A CONTRACT AMENDMENT WITH RNL DESIGN, INC. TO PROVIDE MANDATORY CA GREEN BUILDING STANDARDS CODE COMMISSIONING SERVICES FOR THE METROBASE OPERATIONS FACILITY COMPONENT, FOR AN AMOUNT NOT TO EXCEED \$39,118.00**
Submitted by Frank Cheng, MetroBase Project Manager

REGULAR AGENDA

- 6. CONSIDERATION OF ADOPTION OF A PROJECT LABOR AGREEMENT WITH THE MONTEREY/SANTA CRUZ BUILDING AND TRADES COUNCIL, AND COMPONENT UNIONS, FOR THE CONSTRUCTION OF THE METROBASE JUDY K. SOUZA OPERATIONS BUILDING AND BUS PARKING FACILITY**
Presented by Leslie R. White, General Manager
- 7. CONSIDERATION OF IMPLEMENTING A HEALTHFUL FOOD ALTERNATIVE REQUIREMENT FOR VENDING MACHINES AND VENDORS AT ALL SANTA CRUZ METRO FACILITIES**
Presented by Margaret Gallagher, District Counsel
- 8. ORAL ANNOUNCEMENT**
The next regularly scheduled Board meeting will be held Friday, May 25, 2012 at 9:00 a.m. at the Capitola City Council Chambers located at 420 Capitola Avenue, in Capitola, California.
- 9. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
Presented by Margaret Gallagher, District Counsel
- 10. 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)

Name of Case: Velvet Williams v. SCMTD
(Before the Workers' Compensation Appeals Board)

Name of Case: Consuelo Dimas, et al., v. SCMTD
(Tort claim of the heirs of Salvador Chipres and of the estate of Salvador Chipres for Wrongful Death, before the Superior Court of California, County of Santa Cruz)

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Name of Case: Zonia Waldon v. SCMTD
(Before the Superior Court of California, County of Santa Cruz)

2. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)

Agency Negotiators: Leslie R. White, General Manager, Robyn Slater, Human Resources, Ciro Aguirre, Operations Manager

Employee Organization: United Transportation Union (UTU), Local 23 Fixed Route

Employee Organization: United Transportation Union (UTU), Local 23 Paracruz

Employee Organization: Service Employees International Union (SEIU), Local 521

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)

Name of Case: Mario de la Garza v. SCMTD
(Before the Superior Court of Santa Cruz County)

Name of Case: Goodwill Industries, et al v. Dorice Ann, et al.
(Before the Superior Court of Santa Cruz County)

SECTION III: RECONVENE TO OPEN SESSION

11. REPORT OF CLOSED SESSION

12. ADJOURNMENT

Adjourn to the next regularly scheduled Board Meeting on Friday, May 25, 2012 at 9:00 a.m. at the Capitola City Council Chambers located at 420 Capitola Avenue, in Capitola, California.

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Erich Friedrich, Jr. Transportation Planner

**SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP REPORT FOR
FEBRUARY 2012**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of February 2012 was 500,056, which is a decrease of 17,841 riders or 3.44% versus February 2011. System Daily Averages for February include:
 - 20,297 riders per Weekday, a loss of 7.05% (1,539 riders)
 - 10,245 riders per Saturday, a loss of 7.41% (820 riders)
 - 8,209 riders per Sunday, a loss of 11.06 % (1,021 riders)
- Highway 17 Express ridership for the month of February 2012 was 28,877, which is a increase of 3,315 riders, or 12.97%, from February 2011. Daily averages include:
 - 1,126 riders per Weekday, a gain of 9.23% (95 riders)
 - 657 riders per Saturday, a gain of 8.87% (54 riders)
 - 650 riders per Sunday, a gain of 2.81% (18 riders)
- UCSC students and staff/faculty generated 261,572 rides in February 2012, a loss of 2.03%. Revenue generated from UCSC was \$333,192.26, a 2.36% decrease from February 2011.
- Overall, system wide ridership experienced a YTD decrease of 4.88% in part due to a service reduction that was implemented on September 15, 2011 which resulted in 8.2% less service than in the prior year.

III. DISCUSSION

In the twenty-one (21) weekdays, four (4) Saturdays, and four (4) Sundays of February 2012, Santa Cruz METRO's total ridership was 500,056 riders. This was a loss from the previous year, decreasing by 17,841 riders or 3.44%. The month over month loss in ridership was expected considering that transit service available to the public is 8.2% less than in February 2011. FY12 YTD ridership is under FY11 by 4.88%.

Attachment A shows that during February 2012, Santa Cruz METRO averaged 20,297 riders per Weekday. This was a loss from the previous February of 7.05% which is most likely due to service reductions implemented earlier in the fiscal year. Saturdays experienced a loss of 7.41% and Sundays experienced a loss of 11.06%, as winter weather decreased demand for choice weekend travel.

Attachment A also shows Highway 17 Express total ridership at 28,877 riders, a new all time record for the month of February. This was a gain from the previous year, increasing by 3,315 riders or simply 12.97%.

FY12 average weekday ridership on the Highway 17 Express was 1,126 riders per weekday, a 9.23% increase per weekday. Simultaneously Highway 17 Express has seen ridership gains 8.87% and 2.81% on Saturdays and Sundays respectfully. These increases in ridership could possibly be due to sustained higher gas prices leading commuters to look for alternatives modes of transportation, and weekend travel demands from UCSC students and holiday travel.

Attachment B shows UCSC ridership decrease over February 2011, mainly due to less transit service available to the university as well as increases in bike and pedestrian modes for inter-campus trips. In February 2012, UCSC generated 261,572 rides between students and staff/faculty. This accounts for 52.3% of Santa Cruz METRO's total ridership count. On School Term Days, ridership decreased 6.22%, while Weekdays and Weekends also saw losses of 6.01% and 6.51% in ridership respectively. Total revenue derived from UCSC in February 2012 was \$333,192.26, a 2.36% decrease from February 2011.

Attachment C depicts Weekday, Saturday, and Sunday ridership by route. Many of Santa Cruz METRO's main-lines routes are well ridden while overall ridership is experiencing a loss over the previous year. Overall, system wide ridership YTD decreased 4.88% in part due to a service reduction that was implemented on September 15, 2011 which resulted in 8.2% less service than in the prior year.

IV. FINANCIAL CONSIDERATIONS.

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

V. ATTACHMENTS

Attachment A: Monthly Ridership Summary

Attachment B: UCSC Ridership Summary

Attachment C: Ridership by Route

Date Prepared: May 4, 2012

Monthly Ridership Summary

FEBRUARY 01, 2012 - FEBRUARY 29, 2012

Calendar Operating Days

	This Year	Last Year
Weekdays	21	20
Saturdays	4	4
Sundays	4	4

Bikes and Mobility Devices

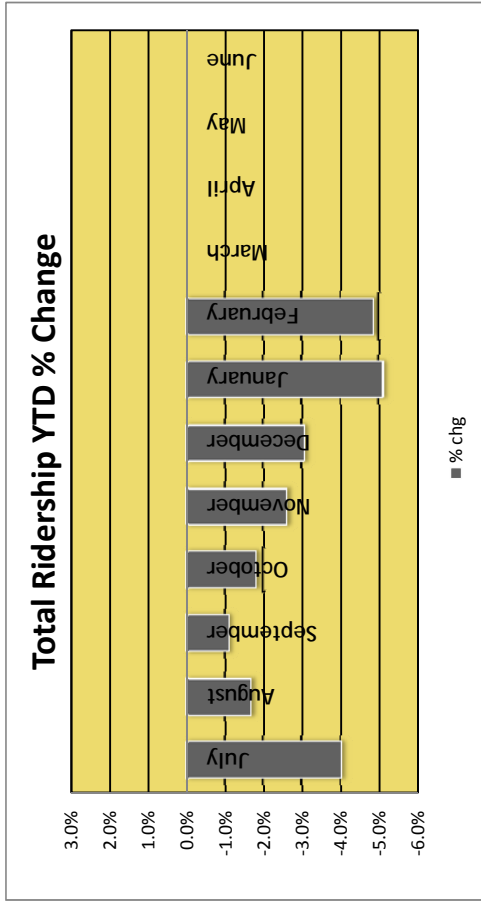
	This Year	Last Year
Bikes	16,131	16,239
Mobility Dev.	1,759	1,478

Monthly System Totals

	Monthly Totals			
	This Year	Last Year	Difference	% Change
Local Fixed Route	471,179	492,335	-21,156	-4.30%
AMTRAK/Highway 17 Express	28,877	25,562	3,315	12.97%
System Total	500,056	517,897	-17,841	-3.44%

System Daily Averages

	Weekdays			Saturday			Sunday		
	This Year	Last Year	Difference	% Change	This Year	Last Year	Difference	% Change	
Local Fixed Route	19,171	20,805	-1,634	-7.85%	9,588	10,462	-873	-8.35%	
AMTRAK/Highway 17 Express	1,126	1,031	95	9.23%	657	603	54	8.87%	
System Total	20,297	21,836	-1,539	-7.05%	10,245	11,065	-820	-7.41%	
					7,559	8,598	-1,039	-12.08%	
					650	632	18	2.81%	
					8,209	9,230	-1,021	-11.06%	



UCSC Ridership Summary

FEBRUARY 01, 2012 - FEBRUARY 29, 2012

Calendar Operating Days

	This Year	Last Year
School Term Days	20	19
Weekdays	21	20
Weekend Days	8	8

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$316,199.96	\$313,776.65	\$2,423.31	0.77%
Staff Billing	\$14,950.19	\$15,162.22	-\$212.03	-1.40%
Night Owl Service	\$0.00	\$9,740.18	-\$9,740.18	-100.00%
Route 20D Service	\$2,042.11	\$2,559.55	-\$517.44	-20.22%
Total	\$333,192.26	\$341,238.60	-\$8,046.34	-2.36%

UCSC Monthly System Totals

	Monthly Totals		
	This Year	Last Year	% Change
Students	249,763	254,689	-1.93%
Staff & Faculty	11,809	12,307	-4.05%
Total	261,572	266,996	-2.03%

Year to Date Totals

	This Year	Last Year	Difference	% Change
Students	1,357,582	1,430,456	-72,874	-5.09%
Staff & Faculty	96,837	98,029	-1,192	-1.22%
Total	1,454,419	1,528,485	-74,066	-4.85%

UCSC Service

	METRO	UCSC	Proportion
Service Hours	16,285	4,184	25.7%
Ridership	500,056	261,572	52.3%

UCSC System Daily Averages

	School Term Days			Weekdays		
	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	10,666	11,361	-6.11%	10,302	10,950	-5.91%
Staff & Faculty	530	579	-8.39%	513	557	-7.96%
Total	11,196	11,939	-6.22%	10,815	11,507	-6.01%

	Weekend Days		
	This Year	Last Year	% Change
Students	4,178	4,462	-6.38%
Staff & Faculty	129	145	-10.70%
Total	4,307	4,607	-6.51%

Attachment C
Ridership by Route

FEBRUARY 01, 2012 - FEBRUARY 29, 2012								
Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
10	UCSC via High St.	25,766	1,227	1,852	463	1,506	377	29,124
15	UCSC via Laurel West	46,206	2,200					46,206
16	UCSC via Laurel East	84,896	4,043	10,141	2,535	7,553	1,888	102,590
19	UCSC via Lower Bay	33,431	1,592	4,987	1,247	3,797	949	42,215
3	Mission/Beach	2,683	128					2,683
4	Harvey West/Emeline	4,605	219	117	29	145	36	4,867
8	Emeline	149	7					149
12A	UCSC East Side District	1,402	67					1,402
20	UCSC via West Side	20,739	988	3,142	786	2,200	550	26,081
20D	UCSC via West Side Supp.	10,780	513					10,780
30	Graham Hill/Scotts Valley	951	45					951
33	Lompico SLV/Felton Faire	361	17					361
34	South Felton	64	3					64
35/35A	Santa Cruz/Scotts Valley/SLV	28,907	1,377	3,516	879	2,988	747	35,411
40	Davenport/North Coast	1,312	62	40	10	34	9	1,386
41	Bonny Doon	1,237	59	43	11	40	10	1,320
42	Davenport/Bonny Doon	186	9	44	11	70	18	300
54	Capitola/Aptos/La Selva Beach	132	6	71	18	45	11	248
55	Rio Del Mar	3,473	165					3,473
56	La Selva Beach	508	24					508
66	Live Oak via 17th	11,704	557	2,090	523	1,646	412	15,440
68	Like Oak via Broadway/Portola	8,034	383	531	133	420	105	8,985
69A	Cap. Road/Cabrillo/Watsonville	18,114	863	1,967	492	1,469	367	21,550
69W	Capitola Road/Watsonville	22,699	1,081	1,802	451	1,511	378	26,012
71	Santa Cruz to Watsonville	61,099	2,909	7,224	1,806	6,159	1,540	74,482
72	Corralitos	1,713	82					1,713
74	Ohlone Parkway/Rolling Hills	970	46					970
75	Green Valley Road	4,301	205	786	197	652	163	5,739
79	East Lake	1,656	79					1,656
91x	Santa Cruz/Watsonville Express	4,513	215					4,513
Hwy 17	AMTRAK/Hwy 17 Express	23,652	1,126	2,626	657	2,599	650	28,877
Monthly Total		426,243	20,297	40,979	10,245	32,834	8,209	500,056
Previous Year		436,721	21,836	44,258	11,065	36,918	9,230	517,897
% Change		-2.40%	-7.05%	-7.41%	-7.41%	-11.06%	-11.06%	-3.44%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Leslie White, General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE LICENSE AND INDEMNITY AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA AT SANTA CRUZ (UCSC) FOR THE USE OF METRO BUS STOPS TO INCLUDE SHADOW SERVICE AND THE FALL FROLIC

I. RECOMMENDED ACTION

Authorize the General Manager to execute a License and Indemnity Agreement with the University of California at Santa Cruz (UCSC) for the Use of Metro Bus Stops to include UCSC's Shadow Service and Fall Frolic Service

II. SUMMARY OF ISSUES

- On October 14, 2011 METRO's Board of Directors authorized METRO's General Manager to execute a License and Indemnity Agreement with UCSC for the use of METRO bus stops for the Night Owl Service, a late night daily bus service for its students.
- UCSC has a need to use METRO's bus stops for its Fall Frolic that takes place the first Tuesday of each Fall Quarter, (September 25, 2012) and for its shadow service, which takes place only on Memorial Day this year (May 28, 2012).

III. DISCUSSION

On October 14, 2011 METRO and UCSC entered into a License and Indemnity Agreement for the use of certain METRO bus stops for its "Night Owl Service" providing late night bus service for its students. The Night Owl Service listed both the Route 16 and 19 for utilized bus stops. The License and Indemnity Agreement (with exhibits), hereinafter "Agreement" is attached as Attachment A.

Larry Pageler, UCSC's Director of Transportation Services has requested that the Agreement be amended to include the holiday "shadow service" and the "Fall Frolic" service. Mr. Pageler has confirmed that the shadow service only runs Route 16 service, making all METRO posted Route 16 stops. This year, shadow service runs only on Memorial Day, which is May 28, 2012.

The Fall Frolic service takes place the first Tuesday of each Fall Quarter (one day only). This year the Fall Frolic will take place on September 25, 2012.

The Shadow Service is scheduled only Memorial Day and occasionally, on Independence Day. UCSC does not operate shadow service on other holidays such as Christmas Day, New Years Day, Labor Day or Thanksgiving, because UCSC is not in session and nearly all residential students are away. This year after gathering additional information from Summer Session, UCSC is not planning to operate Shadow Service on Independence Day during 2012.

The Amendment to the License and Indemnity Agreement includes two dates for UCSC's use of METRO's bus stops: May 28, 2012 and September 25, 2012. The proposed Amendment is attached as Attachment B for the Board's review.

IV. FINANCIAL CONSIDERATIONS

The Agreement allows UCSC to utilize the bus stops without cost.

V. ATTACHMENTS

Attachment A: Executed License and Indemnity Agreement

Attachment B: Proposed Amendment to Agreement

LICENSE AND INDEMNITY AGREEMENT

This LICENSE AND INDEMNITY AGREEMENT (hereinafter "Agreement") is entered into as of the latest date of execution set forth below (the "Effective Date") by and between Santa Cruz Metropolitan Transit District (hereinafter "Licensor") and the Regents of the University of California (hereinafter "Licensee"), on behalf of its Santa Cruz campus. Licensor and Licensee are each referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS:

1. Licensor is a local public transportation agency with administrative offices located at 110 Vernon Street, Santa Cruz, California and has bus stops located at various locations in the City of Santa Cruz, in the County of Santa Cruz, California, as further described in Exhibit "A", which is hereby attached and incorporated (hereinafter collectively "Bus Stops").
2. Licensee desires to utilize Licensor's Bus Stops in order to load and unload bus passengers who are utilizing the Licensee's late-night Night Owl bus service (the "NO Bus").
3. Licensor is willing for Licensee to utilize Licensor's Bus Stops for this purpose, subject to the terms and conditions of this License and Indemnity Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License to Licensee. Licensor hereby grants Licensee (and their respective officers, managers, employees, contractors and other authorized agents acting under Licensee's authority and within the scope of its consent) permission to utilize at no cost the Bus Stops for the exclusive purpose of loading and unloading passengers utilizing the NO Bus. Licensee's right of use shall be confined to the Bus Stop locations described in Recital 1 above and in accordance with the written schedule attached hereto as Exhibit B and incorporated herein by reference. Licensor further grants permission to Licensee to allow its passengers to enter onto the Bus Stops in order to access them and to wait at the Bus Stops for the NO Bus. Licensor further grants permission to Licensee to maintain and keep the Bus Stops clean and free of trash and debris left by any NO Bus passengers.
2. Licensee's Satisfaction with Bus Stops. Licensee has inspected each of the Bus Stops identified in Exhibit A and on a regular and recurring basis will inspect them prior to its use of them to satisfy itself of their condition. Licensee has found the Bus Stops fit for the intended purpose herein and in safe and good working order. Should Licensee become dissatisfied with the safe condition of the Bus Stop(s), Licensee shall immediately inform Licensor of such dissatisfaction and provide Licensor the opportunity to correct the Bus Stop(s) condition prior to any further use. Licensee warrants that its NO Bus operators will not use any Bus Stop identified in Exhibit A that is not in safe and good working order.

3. **Term and Termination.** It is understood and agreed that this License Agreement shall remain in full force for a twelve (12) month period, beginning on the Effective Date (the “Commencement Date”) and ending twelve (12) months thereafter (the “Expiration Date”). It is further agreed that if at any time Licensor determines that it is no longer in its best interests to continue to grant this license to Licensee, that it can, upon five (5) days written notice, terminate this license without further notice or liability of any kind.
4. **Permits.** Licensee shall, at its sole cost and expense, obtain all necessary governmental permits and approvals required to operate the NO Bus. Licensees shall comply with all laws, codes, rules, regulations and permits applicable to the use of the Bus Stops for the purposes herein contemplated.
5. **Non-Interference with Licensor’s Operations.** Licensee shall utilize this license and the permission granted herein in such a way that it does not unreasonably disrupt Licensor’s transit operations and shall minimize any inconvenience to Licensor’s customers, passengers, invitees, employees or the public. Licensee shall not use the Bus Stops for parking, stopping or idling any NO Bus for bus schedule purposes (“Holdovers”) and will utilize them only for the purpose of picking up and dropping off passengers. Licensee shall also take every reasonable precaution to prevent and avoid damage to the Bus Stops, their improvements, and any and all persons or property located thereon, arising from Licensee’s use of the Bus Stops or from any other permitted use thereon. Licensee is required to keep the Bus Stops clean and free of debris left by NO Bus passengers. Should Licensee cause damage to the Bus Stop(s) in any way, Licensee shall immediately report such damage to Licensor and, as provided by Paragraph 6 below, shall make arrangements for the repair of same at its sole cost.
6. **Liability and Duty to Pay for Damages and Insurance.** Licensee shall be liable for any and all damages, harm, losses, expenses or injuries to the Bus Stops (including their improvements) or to any person(s) or any other property (collectively “Damages”) caused by Licensee or its agents, employees, invitees or guests, regardless of whether such Damages were caused by negligence or intentional conduct, to the extent required by Paragraph 7. Licensee shall at its sole expense promptly repair or remediate any such Damages to the reasonable satisfaction of Licensor. Licensee, at its sole expense, shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a program of self-insurance insuring Licensee for Licensee’s use of Licensor’s Bus Stops. Such commercial general liability insurance and program of self-insurance shall be in the amount of not less than \$5 million per occurrence. The limit of such insurance, shall not, however, limit the liability of Licensee hereunder. The provisions of this Paragraph 6 shall survive termination of this Agreement. A certificate of such insurance may be viewed at or downloaded from the following web address:

<http://www.ucop.edu/riskmgmt/faq/documents/generic-certificate-self-ins.pdf>

Licensee will supply, upon request, evidence of commercial general liability insurance.

Licensor, its directors, officers, employees, agents and volunteers are hereby named as additionally covered parties on Licensee’s general liability self-insurance program, as

relating to the activities described in this Agreement, provided that such provision shall apply only in proportion to and to the extent of the negligent acts or omissions, of Licensee, its officers, employees, agents, invitees or guests.

7. **Indemnity.** Licensee shall to the fullest extent permitted by law, indemnify and hold harmless Licensor from and against any and all claims, causes of action, demands, losses, judgments, fines, penalties, obligations, liens, and liabilities (including, without limitation, all expenses, attorneys' fees, and costs incurred in investigating or defending against the same) (collectively, "Costs") that are asserted against Licensor (i) relating to or arising out of or as a result of Licensee's herein-permitted use; (ii) that arise out of access to the Bus Stops pursuant to this Agreement by Licensee, its agents, employees, invitees, or guests; (iii) that are due to any violation of law by Licensee, its agents, employees, invitees, or guests in utilizing these "Bus Stops"; or (iv) that are due to breach of any of the provisions of this Agreement by Licensee; but, the foregoing notwithstanding, Licensee's indemnification obligation to Licensor under this Paragraph 7 shall only be in proportion to and to the extent that such Costs are caused by the negligent or intentional acts or omissions of Licensee, its officers, agents, employees, invitees, or guests. The provisions of this Paragraph 7 shall survive termination of this Agreement.
8. **Adverse Litigation Rights.** Licensor shall have the right to control all legal proceedings enumerated in Paragraph 7 asserted against Licensor, including the right to (i) select counsel and/or mediators reasonably satisfactory to Licensor, (ii) approve, in its sole discretion, of any settlements that would require the taking of any action or payment of money on the part of Licensor, and (iii) oversee all other choices associated with such legal proceedings. The provisions of this Paragraph 8 shall survive termination of this Agreement.
9. **Reimbursement for Expenses and Attorney Fees.** Each party shall bear its own costs incurred in the preparation and negotiation of this Agreement. In the event any party shall commence legal proceedings against another party for the purpose of enforcing any provision of this Agreement, or by reason of any breach arising under the provisions hereof, then the prevailing party or parties in such proceedings shall be entitled to reasonable litigation expenses, including attorneys' fees and expert fees, to be determined by the Court.
10. **Assignment, Successor and Assigns.** Licensee may not assign any of its rights under this Agreement, either voluntarily or by operation of law, without Licensor's prior written consent, which shall not be unreasonably withheld. No assignment by Licensee shall release Licensee from any liability under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including without limitation subsequent owners of the Bus Stops.
11. **Execution of Agreement.** Each signatory hereto warrants to the other parties hereto its authority to sign on behalf of the party for whom he or she purports to sign.

12. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings or agreements relating thereto.
13. **Time is of the essence.** Time is of the essence in this Agreement.
14. **No Oral Modification.** No alteration or variation of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
16. **Venue.** Licensor and Licensees hereby stipulate that the proper venue in which any legal proceeding arising between the parties shall be heard is in Santa Cruz County, California Superior Court.
17. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

To Licensor:

Leslie R. White
General Manager
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060-2101

To Licensee:

University of California, Santa Cruz
ATTN: Larry Pageler, TAPS
1156 High Street
Santa Cruz, CA 95064

With a copy to:

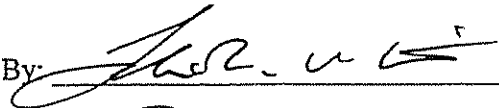
University of California, Santa Cruz
ATTN: Real Estate Office
1156 High Street
Santa Cruz, CA 95064

18. **Counterparts: Facsimile Signatures.** This Agreement may be executed in one or more counterparts and delivered by facsimile transmission with original signatures to follow, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.


19. **Property Rights.** The right granted in Paragraph 1 of this Agreement is a mere license only, and does not constitute an easement, right of way, or real property interest in the Property. No legal title or interest in Licensor's Bus Stops is otherwise created or vested in Licensee under this Agreement.
20. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Licensor and Licensees. Nothing contained in this Agreement shall be deemed to confer on anyone other than Licensor and Licensees the right to enforce the performance of or compliance with of any of the obligations contained herein.
21. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
22. **Recording.** This License shall not be recorded.
23. **Rule of Construction.** Licensor and Licensees shall both be deemed to have drafted this Agreement, and the rule of construction that a document is to be construed against the drafting party shall not be employed in the construction or interpretation of this Agreement.

This license is entered into as of the latest date of execution set forth below, by and between:

LICENSOR:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By: 
Title: General Manager
Date: 10-24-11

LICENSEE:
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Title: Asst. Dir., Real Estate Office
Date: Oct. 20, 2011

**EXHIBIT A
NIGHT OWL BUS SERVICE BUS STOPS**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
BUS STOPS INVENTORY LISTING -- BY ROUTE

NOTE / SUFFIX: 16NO UCSC - 16/19 NIGHT OWL SCHOOL TERM

Seq	Stop	Street	Cross Street	O/I	Dr	Sd	Stickers
10	1591	LAUREL	CENTER ST	O	W	F	12 16WD 15 16WE 16NO 42 41 40
20	2731	LAUREL	BLACKBURN	O	W	N	12 16NO 16WE 40 42 41 16WD 15
40	1630	MISSION	LAUREL	O	S	F	16NO 16WE 12 42 13 41 40 15WD 15
50	1226	BAY ST	MISSION	O	W	F	12 16NO 13 16WE 41 19 16WD 15
60	1227	BAY ST	KING	O	W	F	12 16WE 16NO 41 15 19 16WD 13
70	1228	BAY ST	ESCALONA	O	N	N	12 16WE 16NO 41 13 19 16WD 15
80	1230	BAY ST	IOWA	O	N	F	12 16WE 16NO 41 13 19 16WD 15
90	1232	BAY ST	MEDER	O	N	M	12 16WE 41 16NO 19 13 16WD 15
230	2328	EMPIRE GRADE	ARBORETUM	I	S	M	10 16WE 42 12 41 16WD 16NO 20
240	2739	EMPIRE GRADE	TOSCA TERRACE	I	S	F	41 16NO 10 12 42 16WD 20 16WE
250	1510	HIGH	WESTERN DR	I	E	F	12 16NO 16WE 42 10 41 16WD 20
260	2376	BAY ST	HIGH	I	S	F	12 16NO 16WE 41 42 19 13 16WD 15
270	1231	BAY ST	NOBEL	I	S	F	12 16WE 42 41 19 16NO 16WD 13 15
280	2056	BAY ST	KING	I	S	F	13 16WE 16NO 42 12 41 15 19 16WD
290	1625	MISSION	TRESCONY	I	N	F	12 13 16WE 42 16NO 41 15 40 16WD
300	1629	MISSION	LAUREL	I	N	N	13 16NO 16WE 42-12 -- 41 15 40 16WD
310	1590	LAUREL	BLACKBURN	I	E	F	12 16WE 42 16NO 41 15 40 16WD
320	2572	LAUREL	CHESTNUT	I	E	F	16NO 12 42 16WE 41 15 40 16WD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 BUS STOPS INVENTORY LISTING -- BY ROUTE

ROUTE / SUFFIX: 16NO UCSC - 16/19 NIGHT OWL SCHOOL TERM

Seq	Stop	Street	Cross Street	O/I	Dr	Sd	Stickers
330	1592	LAUREL	CENTER ST	I	E	N	15 16WE 16NO 42 41 12 40 16WD
340	2697	PACIFIC	CENTER	O	S	N	20 16NO 19 03MB
350	1890	PACIFIC	W CLIFF	O	S	F	03MB 19 20 16NO
360	2592	PACIFIC	VIADUCT	O	S	N	03MB 16NO 19 20
370	2582	BAY ST	W CLIFF	O	W	F	03MB 16NO 19 20
380	2583	BAY ST	LAGUNA	O	W	N	03MB 19 20 16NO
390	2584	BAY ST	NATIONAL	O	W	F	03MB 19 16NO
400	1220	BAY ST	#721	O	W	M	03MB 19 16NO
410	2291	BAY ST	CALIFORNIA	O	W	F	03MB 19 16NO
420	1223	BAY ST	SEASIDE	O	W	F	16NO 19 03MB
430	2588	BAY ST	MISSION	O	W	N	19 16NO
440	2375	HIGH	BARN THEATER	O	W	F	13 41 15 16NO 19
450	2374	HIGH	WESTERN	O	W	N	15 16NO 41 13 19
460	1385	EMPIRE GRADE	ARBORETUM	O	N	M	15 13 16NO 19 41
570	1225	BAY ST	MISSION	I	E	F	19 16NO
580	1224	BAY ST	SEASIDE	I	E	F	19 16NO
590	1222	BAY ST	REDWOOD ST	I	E	N	19 16NO
600	1219	BAY ST	#721	I	E	M	19 16NO
610	2585	BAY ST	NATIONAL	I	E	N	19 16NO
620	2586	BAY ST	LAGUNA	I	E	N	19 16NO
630	2587	BAY ST	W CLIFF	I	E	N	19 20 03MB 16NO
640	2593	PACIFIC	SECOND	I	N	N	19 20 16NO

UCSC Night Owl Bus Service

EXHIBIT B

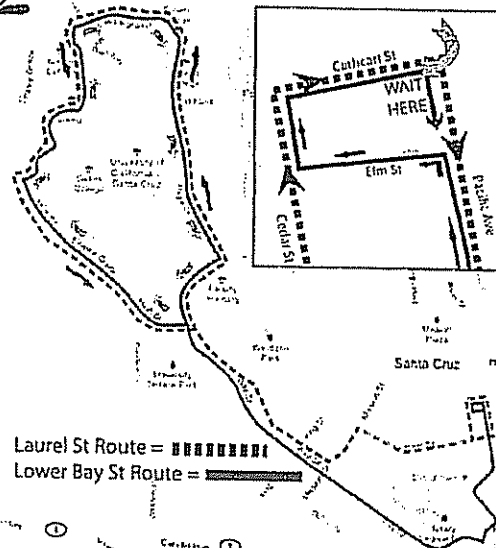
Temporary Bus Stop Info

The Night Owl bus service is currently unable to use off-campus Metro bus stops. Until this issue is resolved, the only stop between the campus and Cathcart and Pacific will be at Bay Street, just north of Mission. Buses heading downtown will stop next to the Rip Curl store; buses heading to campus will stop just north of the Metro stop next to Burger.

**Fall Quarter
Service Dates:
9/19/11 – 12/8/11**

**No service from
11/24 – 11/26/11**

*A valid UCSC student
or employee ID card
is required to ride.*



Sunday through Thursday Schedule						
Cathcart at Pacific	Bay & High	Science Hill	Bay & High	Cathcart at Pacific		
11:45 PM	11:53 PM	12:00 AM	12:07 AM	12:20 AM		
12:30 AM	12:38 AM	12:45 AM	12:52 AM	1:05 AM		
1:15 AM	1:23 AM	1:30 AM	1:37 AM END	---		
All Sunday through Thursday trips use Laurel Street route. Laurel Street trips travel from east to west through campus (counter-clockwise).						
Friday and Saturday Schedule						
Cathcart at Pacific	Bay & High	Science Hill	Bay & High	Cathcart at Pacific		
---	SATURDAY ONLY TRIP		11:00 PM	11:07 PM	11:14 PM	11:27 PM
SATURDAY ONLY TRIP	11:30 PM	11:38 PM	11:45 PM	11:52 PM	12:05 AM	
FRIDAY ONLY TRIP	11:45 PM	11:53 PM	12:00 AM	12:07 AM	12:20 AM	
SATURDAY ONLY TRIP	11:50 PM	11:58 PM	12:05 AM	12:12 AM	12:25 AM	
FRIDAY and SATURDAY TRIPS						
12:10 AM	12:18 AM	12:25 AM	12:32 AM	12:45 AM		
12:30 AM	12:38 AM	12:45 AM	12:52 AM	1:05 AM		
12:50 AM	12:58 AM	1:05 AM	1:12 AM	1:25 AM		
1:10 AM	1:18 AM	1:25 AM	1:32 AM	1:45 AM		
1:30 AM	1:38 AM	1:45 AM	1:52 AM	2:05 AM		
1:50 AM	1:58 AM	2:05 AM	2:12 AM	2:25 AM		
2:10 AM	2:18 AM	2:25 AM	2:32 AM	2:45 AM		
2:30 AM	2:38 AM	2:45 AM	2:52 AM END	---		
2:50 AM	2:58 AM	3:05 AM	3:12 AM END	---		
Friday 12:30AM, 1:30AM, 2:30AM trips use Lower Bay Street route. All other Friday trips use Laurel Street route. Saturday 11:30PM, 12:30AM, 1:30AM, 2:30AM trips use Lower Bay Street route. Lower Bay Street trips travel from west to east (clockwise) through campus.						
Operated by UCSC Transportation & Parking Services		831-459-3228		taps@ucsc.edu		

AMENDMENT TO LICENSE AND INDEMNITY AGREEMENT

This AMENDMENT TO LICENSE AND INDEMNITY AGREEMENT (hereinafter "Amendment") is made effective May 11, 2012 by and between Santa Cruz Metropolitan Transit District (hereinafter "Licensor") and the Regents of the University of California (hereinafter "Licensee"), on behalf of its Santa Cruz campus. Licensor and Licensee are each referred to individually herein as a "Party" and collectively as the "Parties."

I. RECITALS

- 1.01 Whereas Licensor and Licensee entered into a License and Indemnity Agreement ("Agreement") effective October 24, 2011 allowing Licensee to utilize Licensor's Bus Stops in order to load and unload bus passengers who are utilizing the Licensee's late-night Night Owl bus service (the "NO Bus");
- 2.01 Whereas Licensee also desires to utilize Licensor's Bus Stops for its "Shadow Service" and for its "Fall Frolic" in order to load and unload bus passengers who are utilizing these bus services provided by Licensee on two specific dates for specific bus stops and times;
- 3.01 Whereas Licensor is willing for Licensee to utilize Licensor's Bus Stops for this purpose, subject to the same terms and conditions of the Agreement;
- 4.01 Whereas the Agreement states that "no alteration or variation of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto;"

II. ADDITIONAL DATES OF SERVICE

NOW, THEREFORE, Licensor agrees to allow Licensee to utilize certain "Bus Stops" under the same terms and conditions set forth in the Agreement on the following additional dates and times:

1. Memorial Day: Monday, May 28, 2012
All stops on Route 16: 20-minutes Headways beginning at 10:55 a.m.
(first arrival at Pacific Station after leaving campus) until 11:15 p.m.
After 5-min. layover, the last departure from Pacific Station would be 11:20 p.m.
2. Fall Frolic: Tuesday, September 25, 2012
Route 16: Bay/High stop (#2376, the downhill stop on Bay south of High)
Route 19: Cliff/Beach stop (#1318 on Cliff adjacent to the Boardwalk parking lot)
Hours between 5:00 p.m and 11:00 p.m. (Service frequencies vary over evening, depending on ridership demand rather than a fixed service schedule)

III. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

AMENDMENT TO LICENSE AND INDEMNITY AGREEMENT

To Licensor:

Leslie R. White
General Manager
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060-2101

To Licensee:

University of California, Santa Cruz
ATTN: Larry Pageler, TAPS
1156 High Street
Santa Cruz, CA 95064

With a copy to:

University of California, Santa Cruz
ATTN: Real Estate Office
1156 High Street
Santa Cruz, CA 95064

IV. MISCELLANEOUS PROVISIONS

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

LICENSOR:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By: _____

Title: _____

Date: _____

LICENSEE:
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Title: _____

Date: _____

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

DATE: 03/01/12 THRU 03/31/12

CHECK NUMBER	CHECK DATE	CHECK VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33148	03/22/12	-56.06 M054	SLOAN, SUZANNE	0	27726	MED PYMT SUPP	-56.06	**VOID
38512	03/22/12	-67.55 M054	SLOAN, SUZANNE	0	38166	FEB 11 RET SUPP	-67.55	**VOID
41790	03/05/12	916.08 020	ADT SECURITY SERVICES INC.		44980	MAR ALARMS	71.74	
					44981	MAR ALARMS	47.53	
					44982	MAR ALARMS	72.68	
					44983	MAR ALARMS	54.79	
					44984	MAR ALARMS	98.36	
					44985	MAR ALARMS	107.57	
					44986	3/1- 5/31 1200 RIVER	463.41	
41791	03/05/12	596.72 E437	AITKEN, ANGELA		45063	TRAINING	596.72	
41792	03/05/12	1,575.00 001128	ALWAYS TOWING & RECOVERY, INC		44987	TOW # 2805	700.00	
					45092	TOW #1005	875.00	
41793	03/05/12	250.67 002861	AMERICAN MESSAGING SVCS, LLC		45133	MAR PAGERS/ FL/FAC	250.67	
41794	03/05/12	306.86 294	ANDY'S AUTO SUPPLY	0	44988	REV VEH PTS	123.79	
					44989	REV VEH PTS	183.07	
41795	03/05/12	8,416.67 001348	ATHENS INSURANCE SERVICE, INC.		45102	MAR 12 INS	8,416.67	
41796	03/05/12	566.86 002189	BUS & EQUIPMENT		44990	REV VEH PTS	204.80	
					44991	REV VEH PTS	362.06	
41797	03/05/12	5,000.00 001324	CAPITALEGE ADVOCACY, LLC		45064	MAR 12 FED LEG SVCS	5,000.00	
41798	03/05/12	15,674.35 001124	CLEAN ENERGY		45093	LNG 2-09-12/ FL	7,834.35	
					45094	LNG 2-12-12/ FL	7,840.00	
					44992	CLEANING SUPPLY	75.19	
41799	03/05/12	75.19 075	COAST PAPER & SUPPLY INC.		44995	REV VEH PTS	10.89	
41800	03/05/12	10.89 001000	DAIMLER BUSES N. AMERICA INC.		44996	OUT RPR REV VEH/ PT	429.57	
41801	03/05/12	1,816.52 001329	DOC AUTO LLC		44997	OUT RPR REV VEH/ PT	35.00	
					44998	OUT RPR REV VEH/ PT	47.22	
					44999	OUT RPR REV VEH/ PT	71.40	
					45000	OUT RPR REV VEH/ PT	175.40	
					45001	OUT RPR REV VEH/ PT	71.40	
					45002	OUT RPR REV VEH/ PT	35.00	
					45003	OUT RPR REV VEH/ PT	71.40	
					45004	OUT RPR REV VEH/ PT	71.40	
					45005	OUT RPR REV VEH/ PT	71.40	
					45006	OUT RPR REV VEH/ PT	97.34	
					45007	OUT RPR REV VEH/ PT	129.01	
					45008	OUT RPR REV VEH/ PT	35.00	
					45009	OUT RPR REV VEH/ PT	181.07	
					45010	OUT RPR REV VEH/ PT	39.95	
					45011	OUT RPR REV VEH/ PT	71.40	
					45012	OUT RPR REV VEH/ PT	35.00	
					45065	OUT RPR REV VEH/ PT	148.56	
41802	03/05/12	85.79 002388	DOGHERRA'S INC.		44993	OUTSIDE RPR-REV VEH	63.00	VOIDED
					44994	REV VEH PTS	22.79	
41802	03/06/12	-85.79 002388	DOGHERRA'S INC.		44993	OUTSIDE RPR-REV VEH	-63.00	**VOID
					44994	REV VEH PTS	-22.79	
41803	03/05/12	6,939.75 432	EXPRESS EMPLOYMENT PROS		45012	TEMP/ PA W/E 2/12	803.25	

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

DATE: 03/01/12 THRU 03/31/12

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
41804	03/05/12	127.86 959		FIRST ADVANTAGE CORPORATION		45013	TEMP/ OPS W/E 2/12	1,500.00	
						45014	TEMP/ FAC W/E 2/12	900.00	
						45015	TEMP/ FAC W/E 1/22	900.00	
						45016	TEMP/ FAC W/E 1/22	864.00	
						45017	TEMP/ FAC W/E 2/12	1,012.50	
						45067	TEMP/ MC W/E 2/12	960.00	
						45114	EMPLOY EXAM/ HR	63.68	
						45115	EMPLOY EXAM/ HR	26.45	
						45116	EMPLOY EXAM/ HR	5.39	
						45117	EMPLOY EXAM/ HR	32.34	
41805	03/05/12	13,520.20 002952		FLYERS ENERGY LLC		45018	2/1- 2/15 FUEL/ FL	3,196.50	
						45019	2/1-2/15 FUEL/ PT	10,303.35	
						45020	PROPANE/ FL	20.35	
41806	03/05/12	212.62 647		GFI GENFARE		45023	REV VEH PTS/ FL	212.62	
41807	03/05/12	941.41 117		GILLIG LLC		45024	SFTY SUP/REV VEH PTS	941.41	
41808	03/05/12	457.39 711		GLASS DOCTOR	7	45024	OUT RPR REV VEH/ PT	457.39	
41809	03/05/12	332.02 282		GRAINGER		45021	CLEANING SUPP/ FAC	332.02	
41810	03/05/12	78.12 510A		HASLER, INC.		45068	3/1-3/31 RENT/ADM	78.12	
41811	03/05/12	19.47 166		HOSE SHOP, THE		45025	RPR/ FAC	19.47	
41812	03/05/12	12,693.72 002979		HUNT & SONS, INC.		45095	LUBE/OIL/ FL	12,693.72	
41813	03/05/12	448.02 215		IKON OFFICE SOLUTIONS		45069	1/19-2/18 ADD'L ADM	448.02	
41814	03/05/12	791.28 878		KELLY SERVICES, INC.		45027	TEMP/ HR W/E 2/5	791.28	
41815	03/05/12	528.40 036		KELLY-MOORE PAINT CO., INC.		45026	RPRS/ FAC	528.40	
41816	03/05/12	1,825.80 001233		KIMBALL MIDWEST		45028	PARTS AND SUPPLY/ FL	932.24	
						45029	PARTS AND SUPPLY/ FL	893.56	
41817	03/05/12	193.67 E663		LAM, BRIAN		45070	TRAINING	193.67	
41818	03/05/12	832.50 002986		LUNA, SUZANNE	7	45030	TEMP/ FIN W/E 2/24	832.50	
41819	03/05/12	773.80 001145		MANAGED HEALTH NETWORK		45134	MAR 12 EAP	773.80	
41820	03/05/12	367.43 041		MISSION UNIFORM		45031	UNIF & LAUNDRY/FAC	42.24	
						45032	UNIF & LAUNDRY/FAC	4.18	
						45033	UNIF & LAUNDRY/ FL	64.37	
						45034	UNIF & LAUNDRY/ FL	163.98	
						45035	UNIF & LAUNDRY/ FL	59.25	
						45072	UNIF & LAUNDRY/ PT	33.41	
41821	03/05/12	346.62 E295		MOREAU, DAVID		45071	TRAINING	346.62	
41822	03/05/12	6,112.62 001063		NEW FLYER INDUSTRIES LIMITED		45074	MIRRORS/BUS PURCH	401.74	
						45096	REV VEH PTS	44.58	
						45097	REV VEH PTS/ FL	123.06	
						45098	REV VEH PTS/ FL	2,374.92	
						45099	REV VEH PTS/ FL	82.39	
						45100	REV VEH PTS/ FL	114.54	
						45101	REV VEH PTS/ FL	2,971.39	
41823	03/05/12	682.82 E629		NJAA, SHELDON		45073	TRAINING	682.82	
41824	03/05/12	2,061.25 009		PACIFIC GAS & ELECTRIC		45036	12/23- 2/3 SVTC/ FAC	2,061.25	
41825	03/05/12	241.00 481		PIED PIPER EXTERMINATORS, INC.		45037	FEB PEST CTRL/ FAC	241.00	
41826	03/05/12	1,190.40 002927		PRAXAIR DISTRIBUTION, INC.		45105	YR LEASE 2/12-2/13	1,190.40	

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

DATE: 03/01/12 THRU 03/31/12

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
41827	03/05/12	1,333.68 882	PRINT SHOP SANTA CRUZ	7	45038	BUS CRDS/BILINGUA/FL	1,333.68		
41828	03/05/12	816.28 107A	PROBUILD		45039	RPRS & MAINT/ FAC	12.99		
					45040	RPRS & MAINT/ FAC	43.93		
					45041	RPRS & MAINT/ FAC	42.78		
					45042	RPRS & MAINT/ FAC	49.66		
					45043	RPRS & MAINT/ FAC	49.14		
					45044	RPRS & MAINT/ FAC	17.47		
					45045	RPRS & MAINT/ FAC	7.40		
					45046	RPRS & MAINT/ FAC	27.28		
					45047	CR RPR & MAINT/ FAC	-15.60		
					45048	RPRS AND MAINT/ FAC	59.53		
					45049	RPRS & MAINT/ FAC	47.73		
					45050	BSIP	8.09		
					45106	BSIP	113.49		
					45136	BSIP	204.35		
					45137	BSIP	148.04		
41829	03/05/12	71.05 061	REGISTER PAJARONIAN		45058	PUBLIC HEARING/DBE	71.05		
41830	03/05/12	1,125.00 001153	REPUBLIC ELEVATOR COMPANY		45051	LOAD TEST/ METRO	1,125.00		
41831	03/05/12	36.81 045	ROYAL WHOLESale ELECTRIC		45052	RPRS & MAINT/ FAC	36.81		
41832	03/05/12	26,582.94 966	S.C. FUELS	0	45075	LNG 2/14/12/ FL	26,582.94		
41833	03/05/12	1,770.50 018	SALINAS VALLEY FORD SALES		45055	REV VEH PTS/ FL	1,770.50		
41834	03/05/12	1,205.30 002713	SANTA CRUZ AUTO TECH, INC.		45056	OUT RPR #908/ FL	711.49		
					45057	OUT RPR #202	493.81		
41835	03/05/12	187.77 135	SANTA CRUZ AUTO PARTS, INC.		45053	OUT RPR REV VEH/ PT	102.37		
					45054	REV VEH PTS/ FL	15.70		
					45059	OUT RPR REV VEH/ PT	69.70		
41836	03/05/12	28.12 848	SANTA CRUZ ELECTRONICS, INC.		45060	OFFC SUPP/ IT	28.12		
41837	03/05/12	7,844.44 079	SANTA CRUZ MUNICIPAL UTILITIES		45082	1/12-2/10 VERNON	48.53	VOIDED	
					45083	1/12-2/10 MMF	48.53		
					45084	BUS STOP BINS/ FAC	502.56		
					45085	1/12-2/10 MMF	1,226.45		
					45086	1/12-2/10 PACIFIC	99.17		
					45087	1/12-2/10 PACIFIC	1,947.55		
					45088	1/12-2/10 1200B RVR	1,101.00		
					45089	1/12-2/10 VERNON	483.64		
					45090	1/12-2/10 1200A RVR	1,911.48		
					45091	GARBAGE/WATER/ PT	475.53		
41837	03/06/12	-7,844.44 079	SANTA CRUZ MUNICIPAL UTILITIES		45082	1/12-2/10 VERNON	-48.53	**VOID	
					45083	1/12-2/10 MMF	-48.53		
					45084	BUS STOP BINS/ FAC	-502.56		
					45085	1/12-2/10 MMF	-1,226.45		
					45086	1/12-2/10 PACIFIC	-99.17		
					45087	1/12-2/10 PACIFIC	-1,947.55		
					45088	1/12-2/10 1200B RVR	-1,101.00		
					45089	1/12-2/10 VERNON	-483.64		
					45090	1/12-2/10 1200A RVR	-1,911.48		

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41838	03/05/12	314.94 149		SANTA CRUZ SENTINEL	0	45091	GARBAGE/WATER/ PT	-475.53	
41839	03/05/12	910.36 001232		SPECIALIZED AUTO AND		45108	ADS/ HR	314.94	
						45076	OUT RPR REV VEH/ PT	96.27	
						45077	OUT RPR REV VEH/ PT	118.69	
						45078	OUT RPR REV VEH/ PT	118.69	
						45079	OUT RPR REV VEH/ PT	118.69	
						45080	OUT RPR REV VEH/ PT	118.69	
						45081	OUT RPR REV VEH/ PT	339.33	
41840	03/05/12	1,682.40 001165		THANH N. VU MD	7	45061	EMPLOY EXAMS/ OPS	75.00	
						45062	EMPLOY EXAMS/ OPS	75.00	
						45103	ACCT 002124/ EXAM	75.00	
						45104	ACCT 542/ PHS EXAM	75.00	
						45118	EMPLOY EXAM/ HR	92.16	
						45119	EMPLOY EXAM/ HR	92.16	
						45120	EMPLOY EXAM/ HR	92.16	
						45121	EMPLOY EXAM/ HR	92.16	
						45122	EMPLOY EXAM/ HR	92.16	
						45123	EMPLOY EXAM/ HR	92.16	
						45124	EMPLOY EXAM/ HR	92.16	
						45125	EMPLOY EXAM/ HR	92.16	
						45126	EMPLOY EXAM/ HR	92.16	
						45127	EMPLOY EXAM/ HR	92.16	
						45128	EMPLOY EXAM/ HR	92.16	
						45129	EMPLOY EXAM/ HR	92.16	
						45130	EMPLOY EXAM/ HR	92.16	
						45131	EMPLOY EXAM/ HR	92.16	
						45132	EMPLOY EXAM/ HR	92.16	
41841	03/05/12	285.85 E273		TORRES, ELMER		45107	EDUCATION EXP/ FAC	285.85	
41842	03/05/12	54.50 434B		VERIZON CALIFORNIA		45109	MT. BIEWLASKI	54.50	
41843	03/05/12	90.02 434		VERIZON WIRELESS	0	45110	PC CARDS/ ADM	90.02	
41844	03/05/12	10,422.50 001043		VISION SERVICE PLAN		45135	MAR 12 VSP	10,422.50	
41845	03/05/12	21.58 001223		WATSONVILLE CADILLAC, BUICK,		45111	REV VEH PTS/ PT	21.58	
41846	03/05/12	93.32 436		WEST PAYMENT CENTER		45112	SUBSCRIPT/LEGAL	93.32	
41847	03/05/12	750.00 002989		WORK IN PROGRESS COACHING	7	45113	NOV/DEC PROF SVCS	750.00	
41848	03/12/12	298.37 001193		AA GLASS SHOP	7	45139	RPR & MAINT/ FAC	298.37	
41849	03/12/12	2,977.16 382		AIRTEC SERVICE		45140	JAN HVAC/QUART /FAC	2,977.16	
41850	03/12/12	97.38 294		ANDY'S AUTO SUPPLY	0	45238	REV VEH PTS/FL	97.38	
41851	03/12/12	4,242.58 001		AT&T		45141	1/19-2/18 PHONES/FAC	4,205.57	
						45142	PARTS FAX/ C-F/ FAC	21.27	
						45143	1/9-2/18PRTS FX/FAC	15.74	
41852	03/12/12	375.00 478		BEE CLENE	0	45239	CARPET/ PACIFIC	375.00	
41853	03/12/12	774.00 011		BEWLEYS CLEANING	7	45240	FEB JANITORIAL/ PT	774.00	
41854	03/12/12	35.17 002189		BUS & EQUIPMENT		45144	REV VEH PARTS/ PT	35.17	
41855	03/12/12	1,553.41 001346		CITY OF SANTA CRUZ		45244	STORM WATER/FAC	1,553.41	
41856	03/12/12	23,675.54 001124		CLEAN ENERGY		45146	LNG 2/13/12/ FL	9,274.71	
						45147	LNG 2/15/12/FAC	7,959.72	

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41857	03/12/12	002958	34,051.00	COATS CONSTRUCTION COMPANY	7	45245	LNG 2/21/12/FL	6,441.11	
41858	03/12/12	002870	1,005.80	COLE SUPPLY COMPANY, INC.		45314	GAS SENSOR PROJ PP01	34,051.00	
41859	03/12/12	003003	1,678.00	COMMERCIAL ENVIRONMENT		45148	CLEANING SUPP/ FAC	1,005.80	
41860	03/12/12	504	9,683.31	CUMMINS WEST, INC.		45156	FEB MAINT/ FAC	1,678.00	
						45150	REV VEH PTS/ FL	2,336.87	
						45246	INSITE RENEWAL	448.81	
41861	03/12/12	001000	265.32	DAIMLER BUSES N. AMERICA INC.		45247	REBUILD TRANS/FL	6,897.63	
						45152	REV VEHG PTS/ FL	231.98	
						45153	REV VEH PTS/ FL	10.55	
						45227	REV VEH PTS/FL	22.79	
41862	03/12/12	001322	225.00	DEPARTMENT OF INDUSTRIAL		45149	ELEV PERMIT/ VERNON	225.00	
41863	03/12/12	002624	202.75	DIGITAL RECORDERS		45157	REV VEH PTS/ FL	202.75	
41864	03/12/12	001329	328.17	DOC AUTO LLC		45154	OUT RPR REV VEH	255.45	
						45155	OUT RPR REV VEH/ PT	72.72	
41865	03/12/12	002388	55.00	DOGHERRA'S INC.		45151	TOW #602/ FL	55.00	
41866	03/12/12	002862	500.00	ECOLOGICAL CONCERNS INC.		45313	WATER DRAIN/FEB MB	500.00	
41867	03/12/12	001492	3,840.00	EVERGREEN OIL INC.		45248	HAZ WASTE DISP/FAC	3,840.00	
41868	03/12/12	432	7,078.50	EXPRESS EMPLOYMENT PROS		45158	2/13-2/17/ OPS	900.00	
						45159	FAC TEMP W/E 2/19	900.00	
						45160	FAC TEMP W/E 2/19/12	1,080.00	
						45222	TEMP/PA W/E 2/19	1,066.50	
						45249	TEMP/FAC W/E 2/26	864.00	
						45250	TEMP/MC W/E 2/19	768.00	
						45315	TEMP/OPS W/E 2/26	1,500.00	
41869	03/12/12	372	86.98	FEDERAL EXPRESS		45317	POSTAGE/MAIL/FL	86.98	
41870	03/12/12	001172	53.46	FERGUSON ENTERPRISES INC.		45161	RORS AND MAINT/ FAC	15.03	
						45251	RPRS & MAINT/ FAC	38.43	
41871	03/12/12	002952	30.18	FLYERS ENERGY LLC		45252	PROPANE/FL	30.18	
41872	03/12/12	001302	218.60	GARDA CL WEST, INC.		45220	JAN LIABILITY/FIN	6.60	
						45221	MAR ARMORED CAR SVC	212.00	
41873	03/12/12	282	1,151.75	GRAINGER		45162	RPRS & MAINT/ FAC	58.91	
						45163	RPRS & MAINT/ FAC	85.60	
						45164	RPRS & MAINT/ FAC	183.69	
						45253	RPRS & MAINT/ FAC	149.99	
41874	03/12/12	001097	449.76	GREENWASTE RECOVERY, INC.		45254	RPR&MAINT/CLEAN SUPP	673.56	
						45255	FEB GARB/SVTC	230.01	
41875	03/12/12	166	728.24	HOSE SHOP, THE		45256	FEB GARB/ PT	219.75	
						45165	RPRS & MAINT/ FAC	115.94	
						45166	RPRS & MAINT/ FAC	596.72	
41876	03/12/12	001209	947.38	IKON FINANCIAL SERVICES		45167	RPRS & MAINT/ FAC	15.58	
						45168	2/18-3/17 LEASE/ OPS	260.00	
						45169	OVRES & TX/ OPS	299.66	
41877	03/12/12	001355	1,801.23	ITT SHARED SERVICES/ENDINE		45316	11/14-2/12 RNTL/PT	387.72	
41878	03/12/12	878	703.36	KELLY SERVICES, INC.		45170	REV VEH PTS/ FL	1,801.23	
41879	03/12/12	036	756.42	KELLY-MOORE PAINT CO., INC.		45171	TEM/HRW/E2/12	703.36	
						45257	RPRS & MAINT/FAC	165.96	

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41880	03/12/12	001233	246.51	KIMBALL MIDWEST		45258	RPRS & MAINT/FAC	590.46	
41881	03/12/12	002990	180.00	KISMET	7	45259	BSIP	246.51	
41882	03/12/12	852	4,189.97	LAW OFFICES OF MARIE F. SANG	7	45172	PROFESSIONAL/TECH/PT	180.00	
						45173	WORK COMP FEE/ PT	1,826.10	
						45174	WORK COMP FEE/ OPS	491.87	
						45175	WORK COMP FEE/ OPS	336.00	
						45176	WORK COMP FEE/ OPS	1,536.00	
41883	03/12/12	880	50.00	LEXISNEXIS		45216	FEB 12 ACCESS CHG	50.00	
41884	03/12/12	002986	960.00	LUNA, SUZANNE	7	45225	TEMP/FIN W/E 3/2	960.00	
41885	03/12/12	013	492.38	MCI SERVICE PARTS, INC.		45177	REV VEH PTS/ FL	366.27	
						45178	CR REV VEH PTS/FL	-44.72	
						45179	CM REV VEH PTS/FL	-190.96	
						45180	REV VEH PTS/FL	61.42	
						45260	REV VEH PTS/FL	300.37	
41886	03/12/12	001052	598.05	MID VALLEY SUPPLY		45181	CLEAN SUPP/FAC	240.00	
41887	03/12/12	041	827.00	MISSION UNIFORM		45261	CLEANING SUPP/FAC	358.05	
						45182	UNIF & LAUND/FAC	42.24	
						45183	UNIF & LAUNDRY/FL	59.25	
						45184	UNIF & LAUNDRY/ FL	163.98	
						45185	UNIF & LAUNDRY/ PT	33.41	
						45262	UNIF & LAUNDRY/FL	36.05	
						45263	UNIF & LAUNDRY/FL	59.25	
						45264	UNIF & LAUNDRY/FL	180.50	
						45265	UNIF & LAUNDRY/FL	184.14	
						45266	UNNIF & LAUNDRY/FL	64.00	
						45267	UNIF & LAUNDRY/FAC	4.18	
41888	03/12/12	288	81.59	MUNCIE TRANSIT SUPPLY		45237	REV VEH PTS/FL	81.59	
41889	03/12/12	001063	9,206.02	NEW FLYER INDUSTRIES LIMITED		45186	REV VEH PTS/FL	157.95	
						45268	REV VEH PTS/FL	1,216.07	
						45269	REV VEH PTS/FL	3,220.19	
						45270	REV VEH PTS/FL	19.46	
						45271	REV VEH PTS/FL	271.73	
						45272	REV VEH PTS/FL	956.54	
						45273	REV VEH PTS/FL	255.97	
						45274	REV VEH PTS/FL	72.09	
						45275	REV VEH PTS/FL	2,805.63	
						45276	REV VEH PTS/FL	230.39	
41890	03/12/12	004	1,098.92	NORTH BAY FORD LINC-MERCURY		45215	OUT RPR REV VEH/PT	64.75	
						45277	OUT RPR #602/FL	1,034.17	
41891	03/12/12	001176	14,842.00	NORTHSTAR, INC.		45278	FEB MAINT/FAC	14,842.00	
41892	03/12/12	001200	6,732.00	O.C. MC DONALD COMPANY, INC.		45279	PARTS WASH RPR/FAC	6,732.00	
41893	03/12/12	009	14,637.58	PACIFIC GAS & ELECTRIC		45280	1/26-2/27 VERNON/FAC	4,829.87	
						45281	1/26-2/24/MMF	6,905.37	
						45282	1/26-2/27 1122RVR	1,554.43	
						45283	1/26-2/24 1217RVR	70.11	
						45284	1/26-2/27 1200RVR	1,214.26	

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41894	03/12/12	043	1,714.40	PALACE ART & OFFICE SUPPLY		45285	1/25-2/8 UNIT12/WTC	14.97	
						45286	1/26-2/27 1122RVR	48.57	
						45187	OFFICE SUPPLIES/LEG	260.36	
						45188	OFFICE SUPPLIES/PT	42.11	
						45189	OFFICE SUPPLIES/FL	165.27	
						45190	OFFICE SUPPLIES/PT	636.93	
						45191	OFFICE SUPPLIES/PT	224.86	
						45192	OFFICE SUPPLIES/ADMI	110.98	
						45224	OFFICE SUPP/FIN	82.87	
						45287	OFFICE SUPP/ADMIN	175.12	
						45288	OFFICE SUPP/FAC	15.90	
41895	03/12/12	481	403.00	PIED PIPER EXTERMINATORS, INC.		45289	FEB PEST CTRL/FAC	48.50	
						45290	FEB PEST CTRL/FAC	53.00	
						45291	FEB PEST CTRL/FAC	70.00	
						45292	FEB PEST CTRL/FAC	48.50	
41896	03/12/12	050	146.48	PITNEY BOWES INC.		45293	FEB PEST CTRL/FAC	183.00	
41897	03/12/12	187	212.60	POLAR RADIATOR SERVICE INC		45294	4/1-6/30 RNTL/MC	146.48	
41898	03/12/12	882	91.14	PRINT SHOP SANTA CRUZ	7	45295	OUT RPR REV VEH/FL	212.60	
41899	03/12/12	107A	228.68	PROBUILD		45193	OFFICE SUPPLIES/OPS	45.57	
						45223	BUS CARDS/ ADMIN	45.57	
						45194	RPR & MAINT/FAC	22.44	
						45195	RPR & MAINT/FAC	28.82	
						45196	RPR & MAINT/ FAC	6.82	
						45197	RPR & MAINT/FAC	13.65	
						45218	CR INV# 5038230	-6.82	
						45296	RPRS & MAINT/FAC	4.87	
						45297	BSIP	4.73	
						45298	BSIP	112.23	
						45299	RPRS & MAINT/FAC	41.94	
41900	03/12/12	019	83.80	RAYNE OF SANTA CRUZ, INC.		45300	SALT SERVICE/FAC	83.80	
41901	03/12/12	1153	396.95	REPUBLIC ELEVATOR COMPANY		45198	ELEV FEB MAINT	396.95	
41902	03/12/12	E664	66.00	REYES, ISRAEL		45318	CDL FEE/ OPS	66.00	
41903	03/12/12	018	2,577.74	SALINAS VALLEY FORD SALES		45200	REV VEH PTS/FL	356.78	
						45217	REV VEH PTS/FL	2,220.96	
41904	03/12/12	135	371.20	SANTA CRUZ AUTO PARTS, INC.		45241	REV VEH PTS/FL	129.95	
						45242	REV VEH PTS/PT	181.57	
						45243	SMALL TOOLS/FL	59.68	
41905	03/12/12	079	7,368.91	SANTA CRUZ MUNICIPAL UTILITIES		45228	1/12-2/10 VERNON/FAC	48.53	
						45229	1/12-2/10/ MMF	48.53	
						45230	BUS STOP BINS/FAC	502.56	
						45231	1/12-2/10/MMF	1,226.45	
						45232	1/12-2/10/PACIFIC	99.17	
						45233	1/12-2/10/ PACIFIC	1,947.55	
						45234	1/12-2/10/1200B RVR	1,101.00	
						45235	1/12-2/10 VERNON	483.64	
						45236	1/12-2/10 1200A RVR	1,911.48	

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41906	03/12/12	300.00 001292	300.00	SANTA CRUZ RECORDS MNGMT INC		45199	SHRED SVC/FAC	300.00	
41907	03/12/12	7,821.60 977	7,821.60	SANTA CRUZ TRANSPORTATION, LLC		45301	FEB 12 PT SVCS	7,821.60	
41908	03/12/12	172.00 122	172.00	SCMTD PETTY CASH - OPS		45226	PETTY CASH/OPS	172.00	
41909	03/12/12	190.47 002459	190.47	SCOTT VALLEY WATER DISTRICT		45302	12/6-2/6/FAC	190.47	
41910	03/12/12	970.94 001232	970.94	SPECIALIZED AUTO AND		45201	OUT RPR REV VEH/PT	877.68	
						45202	OUT RPR REV VEH/PT	93.26	
41911	03/12/12	16.64 001345	16.64	SPECIALTY MANUFACTURING, INC.		45203	REV VEH PTS/FL	16.64	
41912	03/12/12	225.00 001165	225.00	THANH N. VU MD	7	45204	EMPLOY EXAM/OPS	75.00	
						45205	EMPLOY EXAM/ OPS	75.00	
						45303	PHYS EXAM/FL	75.00	
41913	03/12/12	1,711.05 001800	1,711.05	THERMO KING OF SALINAS, INC		45304	OUT RPR REV VEH/FL	457.51	
						45305	REV VEH PTS/FL	1,253.54	
41914	03/12/12	4,284.82 002954	4,284.82	TIRE DISTRIBUTION SYSTEMS, LLC	7	45206	TIRES & TUBES/ FL	2,278.94	
						45207	TIRES & LUBES/FL	342.08	
						45208	TIRES & TUBES/ PT	18.00	
						45209	TIRES & LUBES/ FL	342.08	
						45306	FEB TIRES & TUBES/PT	138.45	
						45307	FEB TIRES & TUBES/FL	344.86	
						45308	FEB TIRES & TUBES/FL	820.41	
41915	03/12/12	1,458.05 001038	1,458.05	TWINVISION NA INC.		45309	REV VEH PTS/FL	1,458.05	
41916	03/12/12	11,778.56 057	11,595.56	U.S. BANK		45145	4246-0400-1371-4946	11,595.56	
						45219	4246044555645971	183.00	
41917	03/12/12	96.70 946	96.70	UNITED SITE SERVICES		45310	2/17-3/15 FNC RNT/MC	96.70	
41918	03/12/12	828.12 002829	828.12	VALLEY POWER SYSTEMS, INC.		45210	REV VEH PTS/ FL	614.98	
						45311	REV VEH PTS/FL	213.14	
41919	03/12/12	7,812.40 001083	7,812.40	WATSONVILLE TRANSPORTATION, INC		45211	FEB 12 PT SVCS	7,812.40	
41920	03/12/12	2,190.18 001506	2,190.18	WESTERN STATES OIL CO., INC.		45212	LUBE/OIL/ FL	2,190.18	
41921	03/12/12	1,750.00 002989	1,750.00	WORK IN PROGRESS COACHING	7	45312	FEB PROF SVCS/ADMIN	1,750.00	
41922	03/12/12	192.05 147	192.05	ZEE MEDICAL SERVICE CO.		45213	SAFETY SUPP/ FAC	192.05	
41923	03/12/12	301.18 148	301.18	ZEP MANUFACTURING COMPANY		45214	CLEANING SUPP/FAC	301.18	
41924	03/08/12	200.00 E642	200.00	BEATTY, TOVE		45319	3/10-3/14 LEG CONF	200.00	
41925	03/08/12	200.00 B018	200.00	BUSTICHI, DENE	7	45320	3/10-3/14 LEG CONF	200.00	
41926	03/08/12	200.00 B029	200.00	DODGE, DANIEL	7	45321	3/10-3/14 LEG CONF	200.00	
41927	03/08/12	200.00 E021	200.00	HILTNER, THOMAS		45322	3/10-3/14 LEG CONF	200.00	
41929	03/19/12	200.00 B030	200.00	ALEJO, MARGARITA	7	45358	2/10-2/24 BOD MTG	100.00	
						45450	1/13-1/27 BOD MTG	100.00	
41930	03/19/12	1,100.93 192	1,100.93	ALWAYS UNDER PRESSURE		45438	RPRS & MAINT/FAC	1,100.93	
41931	03/19/12	22,972.78 001264	22,972.78	ANDREWS INTERNATIONAL INC	0	45384	1/30-2/26 SEC SVC/OP	22,972.78	
41932	03/19/12	15.57 294	15.57	ANDY'S AUTO SUPPLY		45429	REV VEH PTS/FL	15.57	
41933	03/19/12	396.29 001G	396.29	AT&T		45385	3/5-4/4 RPTRS/OPS	305.76	
						45386	3/5-4/4 OPS PHONE	90.53	
41934	03/19/12	2,949.56 001356	2,949.56	BRENCO OPERATING-TEXAS, LP		45387	REV VEH PTS/FL	2,949.56	
41935	03/19/12	6,359.67 001844	6,359.67	BRINKS INCORPORATED		45426	FEB 1200B SERVICE	6,359.67	
41936	03/19/12	150.00 B028	150.00	BRYANT, HILARY	7	45359	2/10-2/24 BOD MTG	100.00	
						45451	1/13-1/27 BOD MTG	50.00	
41937	03/19/12	682.29 002189	682.29	BUS & EQUIPMENT		45323	REV VEH PTS/PT	444.54	

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41938	03/19/12	B018	150.00	BUSTICHI, DENE	7	45378	REV VEH PRTS/PT	237.75	
41939	03/19/12	001346	17.82	CITY OF SANTA CRUZ		45360	2/10-2/24 BOD MTG	50.00	
41940	03/19/12	130	1,151.13	CITY OF WATSONVILLE UTILITIES		45452	1/13-1/27 BOD MTG	100.00	
						45442	FEB LANDFILL/FAC	17.82	
						45388	1/26-2/23 WTC/FAC	23.45	
						45389	1/26-2/23 WTC/FAC	36.46	
						45390	1/26-2/23 WTC/FAC	204.73	
						45391	2/1-3/1 WTC/FAC	44.89	
						45392	CONTAINER/WTC/FAC	841.60	
41941	03/19/12	001124	16,668.85	CLEAN ENERGY		45324	LNG 2/24/12/ FL	9,342.59	
						45445	LNG 2/27/12	7,326.26	
41942	03/19/12	002958	14,455.00	COATS CONSTRUCTION COMPANY	7	45377	LANE 4/PP1	14,455.00	
41943	03/19/12	367	200.00	COMMUNITY TELEVISION OF		45325	2/24 BOD MTG	200.00	
41944	03/19/12	504	3,651.78	CUMMINS WEST, INC.		45393	REV VEH PTS/FL	3,651.78	
41945	03/19/12	001000	265.32	DAIMLER BUSES N. AMERICA INC.		45379	REV VEH PTS/FL	22.79	
						45380	REV VEH PTS/FL	231.98	
						45381	REV VEH PTS/FL	10.55	
41946	03/19/12	001329	475.15	DOC AUTO LLC		45326	OUT RPR REV VEH/PT	50.95	
						45327	OUT RPR REV VEH/PT	71.40	
						45328	OUT RPR REV VEH/PT	301.85	
41947	03/19/12	B029	200.00	DODGE, DANIEL	7	45329	OUT RPR REV VEH/PT	50.95	
						45453	1/13-1/27 BOD MTG	100.00	
41948	03/19/12	002388	63.00	DOGHERRA'S INC.		45330	OUT RPR REV VEH/PT	63.00	
41949	03/19/12	001492	2,412.50	EVERGREEN OIL INC.		45394	HAZ WASTE DISP/FAC	2,412.50	
41950	03/19/12	432	2,603.63	EXPRESS EMPLOYMENT PROS		45331	TEMP/PA W/E 2/26	914.63	
						45332	TEMP/MC W/E 2/26	825.00	
41951	03/19/12	001172	58.68	FERGUSON ENTERPRISES INC.		45395	TEMP/FAC W/E 3/4	864.00	
41952	03/19/12	002295	75.00	FIRST ALARM		45333	RPRS & MAINT/FAC	29.34	
41953	03/19/12	002952	15,049.07	FLYERS ENERGY LLC		45334	RPRS & MAINT/FAC	29.34	
						45337	FUEL DISPATCH/ PT	75.00	
						45338	FUEL FIT 2/16-2/29	3,554.12	
						45396	FUEL & LBE 2/16-2/29	11,444.18	
41954	03/19/12	E665	7.71	GARCIA, JUAN		45400	PROPANE/FL	50.77	
41955	03/19/12	117	742.32	GILLIG LLC		45400	EMPLOY EXP/FL	7.71	
						45342	REV VEH PTS/FL	154.83	
						45397	REV VEH PTS/FL	568.57	
41956	03/19/12	282	535.72	GRAINGER		45398	REV VEH PTS/FL	18.92	
						45399	RPRS & MAINT/FAC	488.35	
41957	03/19/12	B023	150.00	GRAVES, RON	7	45447	RPRS & MAINT/FAC	47.37	
41958	03/19/12	001745	12,379.98	HARTFORD LIFE AND ACCIDENT INS		45362	2/10-2/24 BOD MTG	100.00	
						45454	1/13-1/27 BOD MTG	50.00	
						45424	MAR 12 LIFE/AD&D	2,624.48	
						45425	MAR 12 LTD	9,755.50	
41959	03/19/12	B006	150.00	HINKLE, MICHELLE	7	45363	2/10-2/24 BOD MTG	100.00	
						45455	1/13-1/27 BOD MTG	50.00	

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41960	03/19/12	25.14 166	HOSE SHOP, THE	45343			PARTS & SUPP/ FL	25.14	
41961	03/19/12	265.82 215	IKON OFFICE SOLUTIONS	45464			2/26-3/25 CPY LSE/MC	265.82	
41962	03/19/12	111.33 405	JOHN'S ELECTRIC MOTOR SVC	7			MOTOR REPAIR/FAC	111.33	
41963	03/19/12	1,159.46 001233	KIMBALL MIDWEST	45344			REV VEH PTS/FL	1,159.46	
41964	03/19/12	150.00 B026	LEOPOLD, JOHN	7			2/10-2/24 BOD MTG	50.00	
							1/13-1/27 BOD MTG	100.00	
41965	03/19/12	870.00 002986	LUNA, SUZANNE	7			TEMP/FIN W/E 3/9	870.00	
41966	03/19/12	1,841.29 001052	MID VALLEY SUPPLY	45401			CLEANING SUPP/FAC	1,841.29	
41967	03/19/12	504.00 041	MISSION UNIFORM	45346			UNIF LAUNDRY/PT	33.41	
							UNIF & LAUNDRY/FL	132.55	
							UNIF & LAUNDRY/FL	36.05	
							UNIF & LAUNDRY/FL	20.00	
							UNIF & LAUNDRY/FL	180.50	
							UNIF & LAUNDRY/FL	59.25	
							UNIF & LAUNDRY/FAC	42.24	
41968	03/19/12	184.27 288	MUNCIE TRANSIT SUPPLY	45443			REV VEH PTS/FL	184.27	
41969	03/19/12	5,441.72 001063	NEW FLYER INDUSTRIES LIMITED	45347			REV VEH PTS/FL	44.32	
							PARTS/ NEW BUS PURCH	2,874.82	
							REV VEH PTS/FL	1,808.13	
							REV VEH PTS/FL	724.37	
							CREDIT NOTE/FL	-56.41	
							REV VEH PTS/FL	46.49	
41970	03/19/12	1,976.45 002721	NEXTEL COMMUNICATIONS/SPRINT	45349			2/4-3/3/PT	1,447.52	
							1/26-2/25 DIRECT CON	444.39	
							1/26-2/25 TVM WIRELS	84.54	
41971	03/19/12	1,805.00 E645	OLANDER, JOY	45382			ED EXP/FIN	1,805.00	
41972	03/19/12	1,086.69 364	OVERHEAD DOOR CO. OF SALINAS	45444			QUART MAINT/FAC	1,086.69	
41973	03/19/12	2,196.75 009	PACIFIC GAS & ELECTRIC	45351			1/31-2/29 PACIFIC	2,174.89	
41974	03/19/12	1,856.86 043	PALACE ART & OFFICE SUPPLY	45446			2/4-3/6 SVTC/FAC	21.86	
							OFFICE SUPP/ADMIN	85.92	
							OFFICE SUPP/FL	8.02	
							OFFICE FURNITURE/FAC	1,036.63	
							OFFICE SUPP/OPS	464.16	
							OFFICE SUPP/OPS	251.00	
							OFFICE SUPP/OPS	11.13	
41975	03/19/12	241.00 481	PIED PIPER EXTERMINATORS, INC.	7			MAR PEST CTRL/FAC	241.00	
41976	03/19/12	100.00 B024	PIRIE, ELLEN	7			2/10-2/24 BOD MTG	50.00	
							1/13-1/27 BOD MTG	50.00	
41977	03/19/12	39,090.84 002939	PREFERRED BENEFIT	45376			MAR DENTAL	39,090.84	
41978	03/19/12	228.60 107A	PROBUILD	45354			RPR & MAINT C/M/ FAC	-108.49	
							RPRS & MAINT/FAC	57.34	
							RPRS & MAINT/FAC	12.23	
							RPRS & MAINT/FAC	197.47	
							REV VEH PTS/FL	46.83	
							RPRS & MAINT/FAC	23.22	
41979	03/19/12	1,965.00 001153	REPUBLIC ELEVATOR COMPANY	45411			TESTING/VERNON ST	1,965.00	
							45439		

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41980	03/19/12	2,077.89 001098		ROBERT HALF MANAGEMENT RESOURCE		45350	TEMP/FIN W/E 2/29	918.72	
41981	03/19/12	150.00 B022		ROBINSON, LYNN MARIE	7	45383	TEMP/FIN W/E 3/2	1,159.17	
41982	03/19/12	858.27 018		SALINAS VALLEY FORD SALES		45366	2/10-2/24 BOD MTG	100.00	
41983	03/19/12	223.82 135		SANTA CRUZ AUTO PARTS, INC.		45458	1/13-1/27 BOD MTG	50.00	
41984	03/19/12	111.75 149		SANTA CRUZ SENTINEL	0	45412	REV VEH PTS/FL	474.35	
41985	03/19/12	1,363.04 001232		SPECIALIZED AUTO AND		45413	REV VEH PTS/FL	383.92	
41986	03/19/12	192.33 001976		SPORTWORKS NORTHWEST, INC.	0	45368	OUT RPR REV VEH/PT	50.00	
41987	03/19/12	640.58 104		STATE STEEL COMPANY	0	45369	OUT RPR REV VEH/PT	30.38	
41988	03/19/12	100.00 B017		STONE, MARK	7	45430	REV VEH PTS/FL	53.46	
41989	03/19/12	226.29 001040		TERRYBERRY CO., LLC		45431	CM REV VEH PTS/FL	-12.34	
41990	03/19/12	150.00 001165		THANH N. VU MD	7	45434	REV VEH PTS/FL	7.23	
41991	03/19/12	664.34 002675		THOMSON REUTERS BARCLAYS		45437	RPRS & MAINT/FAC	95.09	
41992	03/19/12	2,530.21 002954		TIRE DISTRIBUTION SYSTEMS, LLC	7	45460	DBE FARES AD/ ADMIN	111.75	
41993	03/19/12	2,361.49 057		U.S. BANK		45370	OUT RPR REV VEH/PT	1,363.04	
41994	03/19/12	122.10 007		UNITED PARCEL SERVICE		45414	REV VEH PTS/FL	192.33	
41995	03/19/12	10.86 946		UNITED SITE SERVICES		45417	TUBING/BSIP	640.58	
41996	03/19/12	1,678.26 221		VEHICLE MAINTENANCE PROGRAM		45367	2/10-2/24 BOD MTG	50.00	
41997	03/19/12	4,425.83 001353		VISION COMMUNICATIONS		45459	1/13-1/27 BOD MTG	50.00	
41998	03/19/12	351.34 001083		WATSONVILLE TRANSPORTATION, INC		45371	EMPLOY INCENT/ADMIN	226.29	
41999	03/19/12	88.03 147		ZEE MEDICAL SERVICE CO.		45418	EMPLOY EXAM/OPS	75.00	
42001	03/26/12	455.29 020		ADT SECURITY SERVICES INC.		45419	EMPLOY EXAM/OPS	75.00	
42002	03/26/12	206.73 382		AIRTEC SERVICE		45427	FEB INFO CHG/LEGAL	339.34	
42003	03/26/12	505.00 001093		ALERE TOXICOLOGY SERVICES, INC		45428	TITLE 13 RENEW/FL	325.00	
42004	03/26/12	4.93 E624		ANDREWS, JASON		45339	FEB TIRES & TUBES/FL	905.81	
42005	03/26/12	114.99 294		ANDY'S AUTO SUPPLY	0	45340	FEB TIRES & TUBES/FL	818.71	
						45341	FEB TIRES & TUBES/FL	805.69	
						45465	424604455645971	2,361.49	
						45372	FRT OUT/FL	122.10	
						45420	2/29-3/27FNC RNT/OPS	10.86	
						45421	REV VEH PTS/FL	1,678.26	
						45373	JAN MAINT	1,595.00	
						45374	FEB MAINT/FL	1,595.00	
						45422	ALARMS- NEW BUSES	1,149.03	
						45436	OUT RPR EQUIP/FL	86.80	
						45375	JAN 12 PT LATE BILL	351.34	
						45423	SAFETY SUPP/FAC	88.03	
						45485	APR ALARMS	98.36	
						45486	APR ALARMS	54.79	
						45487	APR ALARMS	107.57	
						45488	APR ALARMS	71.74	
						45489	APR ALARMS	50.15	
						45490	APR ALARMS	72.68	
						45491	SVCE/METRO CTR	206.73	
						45492	PROF SVCS/HR	505.00	
						45494	DEC 10 PYROL REFUND	4.93	
						45495	REV VEH PTS/FL	114.99	

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42006	03/26/12	44.28 510	ASCOM HASLER LEASING		45519	EQUIPMENT RENTAL	44.28		
42007	03/26/12	84.95 001G	AT&T		45496	REPEATER/OPS	84.95		
42008	03/26/12	71.11 M033	BAILEY, NEIL	0	45466	APR 12 RET SUPP	71.11		
42009	03/26/12	7.84 E666	BERG, ERIK		45497	DEC 10 PYROL REFUND	7.84		
42010	03/26/12	434.00 001112	BRINKS AWARDS & SIGNS	7	45498	RPRS & MAINT/FAC	434.00		
42011	03/26/12	485.45 002189	BUS & EQUIPMENT		45499	REV VEH PTS/PT	485.45		
42012	03/26/12	586,727.30 502	CA PUBLIC EMPLOYEES'		45500	APR 12 MEDICAL	586,727.30		
42013	03/26/12	71.11 M022	CAPELLA, KATHLEEN	0	45478	APR 12 RET SUPP	71.11		
42014	03/26/12	481.76 002898	CEB		45501	CA GOV TORT LIAB 4TH	182.02		
					45502	ADV CA EMP UP 12P	299.74		
42015	03/26/12	1,922.00 909	CLASSIC GRAPHICS		45503	OUT RPR #2602/FL	1,922.00		
42016	03/26/12	8,805.78 001124	CLEAN ENERGY		45504	LNG 3/1/12	8,805.78		
42017	03/26/12	1,578.70 504	CUMMINS WEST, INC.		45505	REV VEH PTS/FL	1,578.70		
42018	03/26/12	35.55 M039	DAVILA, ANA MARIA	0	45467	APR 12 RET SUPP	35.55		
42019	03/26/12	242.33 001329	DOC AUTO LLC		45506	OUT RPR/PT	99.53		
					45507	OUT RPR/PT	71.40		
					45508	OUT RPR/PT	71.40		
42020	03/26/12	4,596.00 432	EXPRESS EMPLOYMENT PROS		45509	TEMP/MC W/E 3/04	936.00		
					45510	TEMP/OPS W/E 1/20	1,500.00		
					45511	TEMP/PA W/E 3/11	1,080.00		
					45512	TEMP/FAC W/E 3/11	1,080.00		
42021	03/26/12	935.68 002962	FIS		45513	JAN 12 MERCHANT FEES	935.68		
42022	03/26/12	39.00 E634	FORTHUN, PATRICK		45514	CDL/OPS	39.00		
42023	03/26/12	35.55 M100	GARCIA, HELEN	0	45468	APR 12 RET SUPP	35.55		
42024	03/26/12	170.17 117	GILLIG LLC		45515	REV VEH PTS/FL	107.21		
					45516	REV VEH PTS/FL	62.96		
42025	03/26/12	71.11 M041	GOUVEIA, ROBERT	0	45469	APR 12 RET SUPP	71.11		
42026	03/26/12	51.63 546	GRANITEROCK COMPANY		45517	BSIP	17.21		
					45518	BSIP	34.42		
42027	03/26/12	58.29 M081	HALL, JAMES	0	45470	APR 12 RET SUPP	58.29		
42028	03/26/12	236.58 166	HOSE SHOP, THE		45520	PARTS & SUPP/FL	66.42		
					45521	RPRS & MAINT/FAC	170.16		
42029	03/26/12	3,574.98 002117	IULIANO	7	45567	115 DUBOIS RENT	3,574.98		
42030	03/26/12	2,974.89 110	JESSICA GROCERY STORE, INC.		45568	CUSTODIAL SVCS	2,974.89		
42031	03/26/12	250.00 001196	JOHN A. DASH & ASSOCIATES		45522	BUS OP WAGE REPORT	250.00		
42032	03/26/12	326.98 M061	KAMEDA, TERRY	0	45479	APR 12 RET SUPP	326.98		
42033	03/26/12	703.36 878	KELLY SERVICES, INC.		45523	TEMP/HR W/E 2/19	175.84		
					45524	TEMP/HR W/E 2/26	175.84		
					45525	TEMP/HR W/E 3/04	351.68		
42034	03/26/12	1,776.00 852	LAW OFFICES OF MARIE F. SANG	7	45526	WORKERS COMP FEE/OPS	224.00		
					45527	WORKERS COMP FEE/PT	464.00		
					45528	WORKERS COMP FEE/OPS	208.00		
					45529	WORKERS COMP FEE/OPS	64.00		
					45530	WORKERS COMP FEE/OPS	400.00		
					45531	WORKERS COMP FEE/PT	416.00		
42035	03/26/12	240.00 002986	LUNA, SUZANNE	7	45532	TEMP/FIN W/E 3/16	240.00		

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42036	03/26/12	1,710.38 001119	MACERICH PARTNERSHIP LP	7	45566	CAPITOLA MALL RENT	1,710.38		
42037	03/26/12	1,791.10 764	MERCURY METALS		45533	TIREACK RPR/FL	1,791.10		
42038	03/26/12	243.93 041	MISSION UNIFORM		45534	UNIF & LAUNDRY/FAC	4.18		
					45535	UNIF & LAUNDRY/FL	180.50		
					45536	UNIF & LAUNDRY/FL	59.25		
42039	03/26/12	3,278.12 001063	NEW FLYER INDUSTRIES LIMITED		45538	REV VEH PTS/FL	40.44		
					45539	PARTS NEW BUS/PA	3,221.73		
					45540	REV VEH PTS/FL	15.95		
42040	03/26/12	1,015.53 004	NORTH BAY FORD LINC-MERCURY		45541	OUT RPR REV VEH/PT	1,015.53		
42041	03/26/12	35.55 M050	O'MARA, KATHLEEN	0	45471	APR 12 RET SUPP	35.55		
42042	03/26/12	3,376.14 009	PACIFIC GAS & ELECTRIC		45542	1/25-3/6 SVTC/FAC	2,223.14		
					45564	APRIL 12 1122 RVR	1,153.00		
42043	03/26/12	156.39 043	PALACE ART & OFFICE SUPPLY		45543	OFFICE SUPP/MC	156.39		
42044	03/26/12	353.68 M057	PARHAM, WALLACE	0	45480	APR 12 RET SUPP	353.68		
42045	03/26/12	948.00 002947	PEDALERS EXPRESS	7	45558	FEB 12 COURIER SVC	948.00		
42046	03/26/12	35.55 M109	PEREZ, CHERYL		45472	APR 12 RET SUPP	35.55		
42047	03/26/12	267.71 M064	PETERS, TERRIE	0	45481	APR 12 RET SUPP	267.71		
42048	03/26/12	353.68 M058	POTEETE, BEVERLY	0	45482	APR 12 RET SUPP	353.68		
42049	03/26/12	127.28 107A	PROBUILD		45544	RPRS & MAINT/FAC	13.00		
					45545	RPRS & MAINT/FAC	10.00		
					45546	RPRS & MAINT/FAC	24.07		
					45547	RPRS & MAINT/FAC	23.44		
					45548	RPRS & MAINT/FAC	9.55		
					45549	RPRS & MAINT/FAC	13.56		
					45550	BSIP	33.66		
42050	03/26/12	23.20 E081	REGAN, MICHAEL		45551	MGMT TRAINING/FL	23.20		
42051	03/26/12	719.28 001098	ROBERT HALF MANAGEMENT RESOURCE		45563	TEMP/FIN W/E 2/10	719.28		
42052	03/26/12	71.11 M085	ROSSI, DENISE	0	45473	APR 12 RET SUPP	71.11		
42053	03/26/12	35.55 M030	ROWE, RUBY		45474	APR 12 RET SUPP	35.55		
42054	03/26/12	940.19 149	SANTA CRUZ SENTINEL	0	45552	BID AD/PA	193.70		
					45553	BID AD/PA	178.80		
					45554	LEGAL LINER AD	366.54		
42055	03/26/12	254.04 M010	SHORT, SLOAN		45555	LEGAL LINER AD	201.15		
42056	03/26/12	35.55 M054	SLOAN, SUZANNE	0	45483	APR 12 RET SUPP	254.04		
42057	03/26/12	12,474.97 001075	SOQUEL III ASSOCIATES	0	45475	APR 12 RET SUPP	35.55		
42058	03/26/12	17,412.05 002871	STATE ELECTRIC GENERATOR	7	45565	RESEARCH PARK RENT	12,474.97		
42059	03/26/12	75.00 989	STUCKER, NANCY K.	7	45537	INSTALL GEN/PAC	17,412.05		
42060	03/26/12	48.00 003009	TAQUERIA LIDIA	7	45559	BILINGUAL TESTING	75.00		
42061	03/26/12	150.00 001165	THANH N. VU MD	7	45561	BOD MTG	48.00		
					45562	EMPLOY EXAM/OPS	75.00		
42062	03/26/12	35.55 M086	TOLINE, DONALD		45562	PHYS EXAM RENEWALS	75.00		
42063	03/26/12	502.99 003007	TOTALFUNDS BY HASLER	0	45476	APR 12 RET SUPP	35.55		
42064	03/26/12	2,201.85 001038	TWINVISION NA INC.		45557	POSTAGE ADM	502.99		
42065	03/26/12	1,579.33 002829	VALLEY POWER SYSTEMS, INC.		45556	REV VEH PTS/FL	2,201.85		
42066	03/26/12	326.98 M076	VONWAL, YVETTE	0	45560	REV VEH PTS/FL	1,579.33		
					45484	APR 12 RET SUPP	326.98		

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

DATE: 03/01/12 THRU 03/31/12

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
42067	03/26/12	35.55 M088		YAGI, RANDY	0	45477	APR 12 RET SUPP	35.55	
42122	03/30/12	46,103.00 002958		COATS CONSTRUCTION COMPANY	7	45688	LANE 4/ PP2	46,103.00	
TOTAL		1,245,907.74		ACCOUNTS PAYABLE		281	TOTAL CHECKS	1,245,907.74	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF MARCH 31, 2012

I. RECOMMENDED ACTION

That the Board of Directors accept and file the monthly budget status reports year to date as of March 31, 2012

II. SUMMARY OF ISSUES

- **Operating Revenues** year to date as of March 31, 2012 were \$119K or 0.4 % over the amount of revenue expected for the same period year to date.
- **Consolidated Operating Expenses** year to date as of March 31, 2012 were \$1,813K or 6 % under budget.
- **Capital Budget** spending year to date through March 2012 was \$6,665K or 28 % of the Capital budget.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached revenue, expense and capital reports represent the status of Santa Cruz METRO's FY12 operating and capital budgets versus actual expenditures year to date.

The fiscal year has elapsed **75%**.

A. Operating Revenue

Operating Revenues year to date as of March 31, 2012 were \$119K or 0.4 % over the amount budgeted. Revenue variances are primarily due to higher than anticipated Sales Tax Revenue and lower than anticipated Other Op Assistance/Funding.

- **Sales Tax Revenue** is over budget due to higher than anticipated receipts year to date through March 31, 2012. The 6 % growth in Sales Tax year over year, as of March 31, 2012 reflects continuing improvement in consumer spending.
- **Other Op Assistance/Funding** is under budget due to grant funds not received in FY12.

B. Consolidated Operating Expenses

Consolidated Operating Expenses year to date as of March 31, 2012 were \$1,813K or 6 % under budget. Labor and Fringe Benefits, Services, Casualty & Liability, and Miscellaneous Expenses all contributed to the variance.

- **Labor and Fringe Benefits** are below budget due to vacant funded positions and extended leaves.
- The majority of the variance in **Services** is due to **Prof & Tech Fees** and **Repair – Equipment** costs.
 - Prof & Tech Fees are under budget due to straight lining of the budget throughout the fiscal year and actual activity, primarily labor negotiations, which will happen later in the year.
 - Repair – Equipment is under budget due to inability to anticipate when repair costs will be incurred and straight lining of the budget.
- **Casualty & Liability** is under budget due to less than anticipated settlement costs year to date.
- **Miscellaneous** expenses are under budget due to less than anticipated training and travel expenses year to date, as well as cost cutting measures in all departments.

C. Capital Budget

Capital Budget spending year to date through March 2012 was \$6,665K or 28 % of the Capital budget. Of this, \$5,587K or 96 % has been spent on the State of Good Repair project, \$519K or 100 % has been spent on the Transit Management Information Technology project, \$188K or 38 % has been spent on the Bus Stop Improvements project, \$149K or 74 % has been spent on

the MetroBase project (FY09 Allocation) and \$74K or 64 % has been spent on the Replacement of Fleet & Facilities Maintenance Software.

IV. FINANCIAL CONSIDERATIONS.

Funds from Carryover from Previous Years, STIC, STA, and Operating Reserves will be used in the listed order to bridge the budget gap at the end of the fiscal year, when the amount of the operating income/loss for the year is determined. In the meantime, the amount of operating income/loss year to date is reported in the monthly budget status reports.

Attachment A: FY12 Operating Revenue & Expenses Year to Date as of 03/31/12

Attachment B: FY12 Capital Budget Reports for the month ending – 03/31/12

Prepared by: Kristina Mihaylova, Financial Analyst

Date Prepared: May 3, 2012

Attachment A



FY12

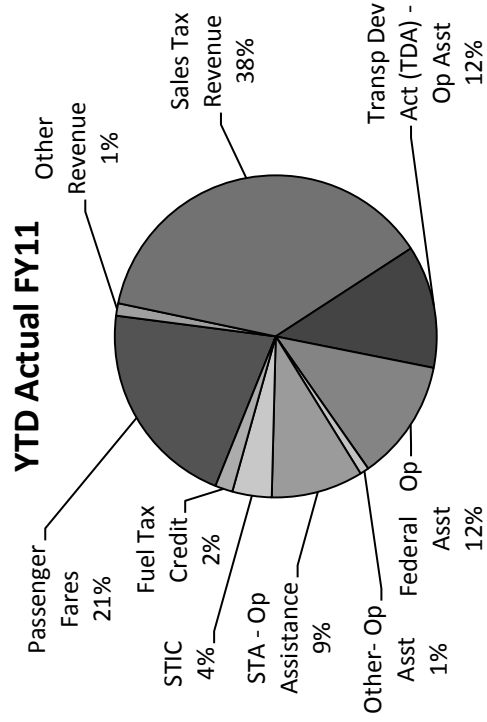
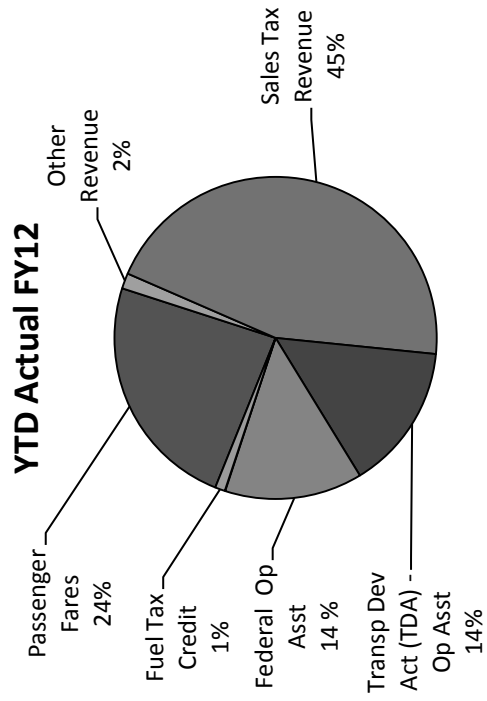
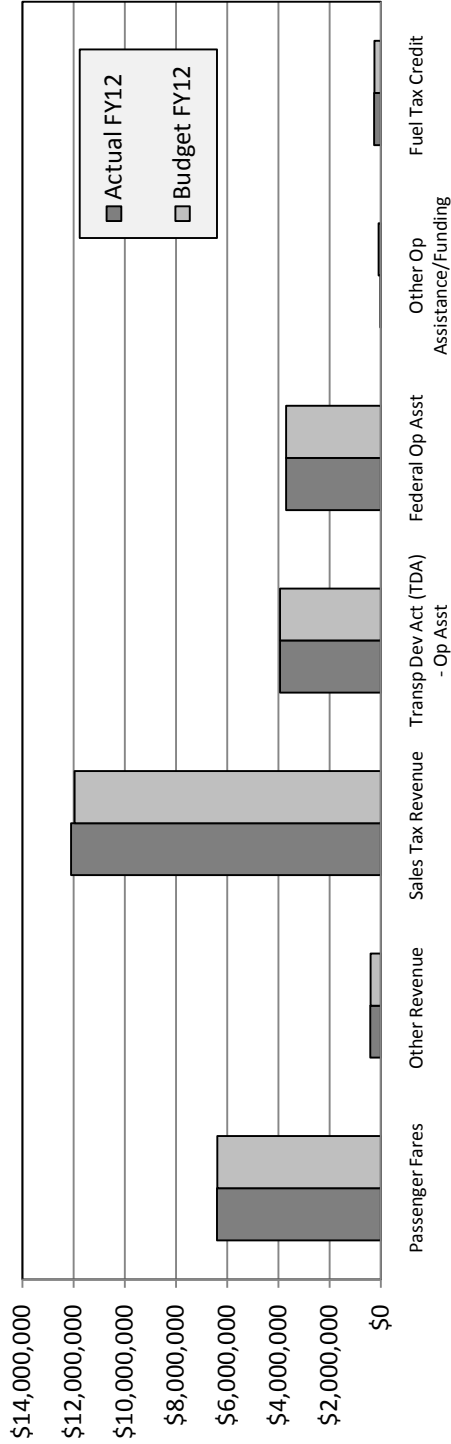
Operating Revenue & Expenses Year to Date as of March 31, 2012

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	\$ Var	Actual FY11	\$ Var	% Var
Revenue:						
Passenger Fares	\$ 6,406,732	\$ 6,387,008	\$ 19,724	\$ 6,373,851	\$ 32,881	1%
Other Revenue	\$ 415,100	\$ 404,775	\$ 10,325	\$ 378,538	\$ 36,562	10%
Sales Tax Revenue	\$ 12,102,453	\$ 11,960,047	\$ 142,406	\$ 11,411,946	\$ 690,507	6%
Transp Dev Act (TDA) - Op Asst	\$ 3,933,722	\$ 3,933,722	-	\$ 3,749,032	\$ 184,690	5%
Federal Op Assistance	\$ 3,707,070	\$ 3,707,070	-	\$ 3,696,155	\$ 10,915	0%
Other Op Assistance/Funding	\$ 11,702	\$ 84,700	\$ (72,998)	\$ 276,465	\$ (264,763)	-96%
STA - Op Assistance	\$ -	\$ -	-	\$ 2,801,550	\$ (2,801,550)	-100%
STIC - Op Assistance	\$ -	\$ -	-	\$ 1,202,159	\$ (1,202,159)	-100%
Fuel Tax Credit	\$ 269,092	\$ 250,000	\$ 19,092	\$ 536,438	\$ (267,346)	-50%
Transfers (to)/ from Reserves	\$ -	\$ -	-	\$ -	\$ -	0%
Total Revenue	\$ 26,845,871	\$ 26,727,323	\$ 118,548	\$ 30,426,134	\$ (3,580,263)	-12%
Expenses:						
Labor	\$ 11,502,202	\$ 12,033,799	\$ (531,597)	\$ 11,828,116	\$ (325,914)	-3%
Fringe Benefits	\$ 10,611,228	\$ 11,472,974	\$ (861,746)	\$ 9,743,118	\$ 868,110	9%
Services	\$ 1,629,295	\$ 1,798,217	\$ (168,922)	\$ 1,622,822	\$ 6,473	0%
Mobile Materials & Supplies	\$ 2,048,153	\$ 2,081,250	\$ (33,097)	\$ 2,120,089	\$ (71,936)	-3%
Other Materials & Supplies	\$ 213,923	\$ 227,184	\$ (13,261)	\$ 171,793	\$ 42,130	25%
Utilities	\$ 353,129	\$ 374,400	\$ (21,271)	\$ 348,560	\$ 4,569	1%
Casualty & Liability	\$ 546,910	\$ 679,725	\$ (132,815)	\$ 429,487	\$ 117,423	27%
Taxes	\$ 30,563	\$ 39,275	\$ (8,712)	\$ 31,632	\$ (1,069)	-3%
Purchased Transportation	\$ 196,440	\$ 187,500	\$ 8,940	\$ 140,813	\$ 55,627	40%
Miscellaneous	\$ 109,445	\$ 149,707	\$ (40,262)	\$ 120,818	\$ (11,373)	-9%
Leases & Rentals	\$ 174,992	\$ 185,288	\$ (10,296)	\$ 240,164	\$ (65,172)	-27%
Total Expenses	\$ 27,416,280	\$ 29,229,318	\$ (1,813,038)	\$ 26,797,413	\$ 618,867	2%
Operating Income (Loss)	\$ (570,409)			\$ 3,628,721		

Attachment A

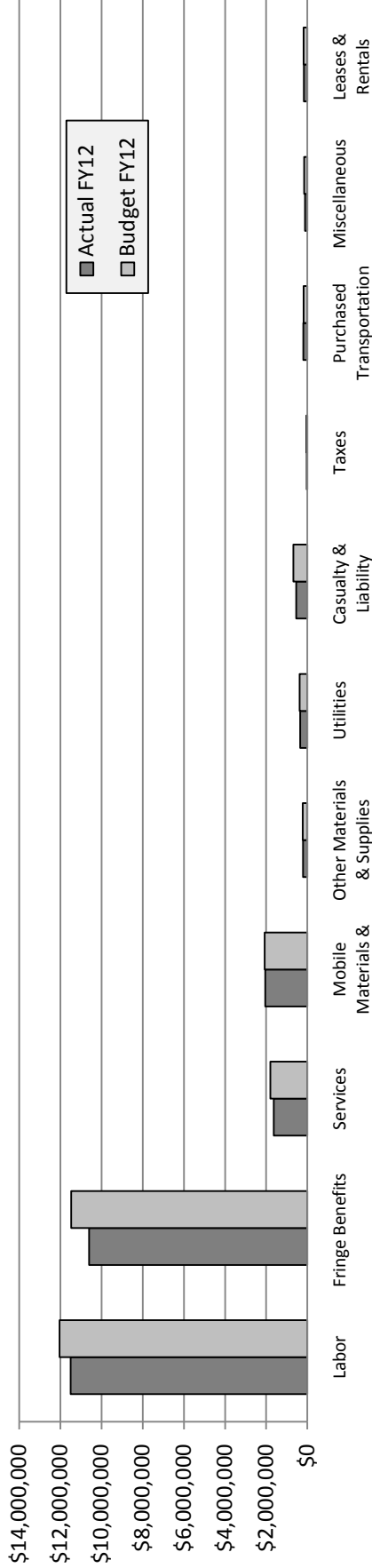


Total Revenue Year to Date as of March 31, 2012

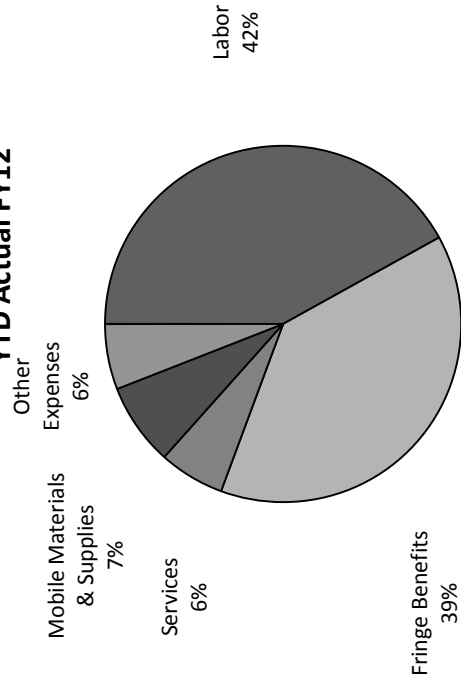


Attachment A

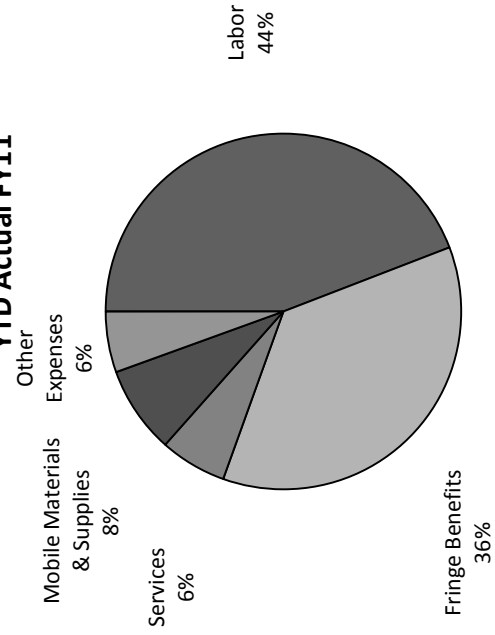
Total Expenses Year to Date as of March 31, 2012



YTD Actual FY12



YTD Actual FY11





FY12
Operating Revenue
Year to Date as of March 31, 2012

Percent of Year Elapsed - 75%

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
Passenger Fares						
Passenger Fares	\$ 2,791,156	\$ 2,741,660	2%	\$ 2,582,031	\$ 209,125	8%
Paratransit Fares	\$ 221,657	\$ 198,960	11%	\$ 179,888	\$ 41,769	23%
Special Transit Fares - Contract	\$ 2,106,688	\$ 2,150,883	-2%	\$ 2,478,243	\$ (371,556)	-15%
Highway 17 Fares	\$ 1,094,597	\$ 1,105,159	-1%	\$ 824,890	\$ 269,707	33%
Highway 17 Payments	\$ 192,635	\$ 190,346	1%	\$ 308,799	\$ (116,164)	-38%
Subtotal Passenger Revenue	\$ 6,406,732	\$ 6,387,008	0%	\$ 6,373,851	\$ 32,881	1%

Other Revenue						
Commissions	\$ 2,794	\$ 4,200	-33%	\$ 3,282	\$ (488)	-15%
Advertising Income	\$ 197,665	\$ 187,500	5%	\$ 164,308	\$ 33,357	20%
Rent Income - SC Pacific Station	\$ 81,081	\$ 79,500	2%	\$ 63,503	\$ 17,578	28%
Rent Income - Watsonville TC	\$ 33,108	\$ 30,000	10%	\$ 30,980	\$ 2,129	7%
Interest Income	\$ 89,279	\$ 90,000	-1%	\$ 102,886	\$ (13,607)	-13%
Other Non-Transp Revenue	\$ 11,173	\$ 13,575	-18%	\$ 13,580	\$ (2,407)	-18%
Subtotal Other Revenue	\$ 415,100	\$ 404,775	3%	\$ 378,538	\$ 36,562	10%

Sales Tax Revenue	\$ 12,102,453	\$ 11,960,047	1%	\$ 11,411,946	\$ 690,507	6%
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Transp Dev Act (TDA) - Op Asst	\$ 3,933,722	\$ 3,933,722	0%	\$ 3,749,032	\$ 184,691	5%
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Federal Op Assistance						
FTA Sec 5307 - Op Asst	\$ 3,707,070	\$ 3,707,070	0%	\$ 3,696,155	\$ 10,915	0%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	0%	\$ -	\$ -	0%
Subtotal Federal Op Assistance	\$ 3,707,070	\$ 3,707,070	0%	\$ 3,696,155	\$ 10,915	0%

Other Op Assistance/Funding						
AMBAG Funding	\$ -	\$ -	0%	\$ 6,465	\$ (6,465)	-100%
Other Op Assistance/Funding	\$ 11,702	\$ 84,700	-86%	\$ -	\$ 11,702	100%
FTA Sec 5309 - ARRA Op Asst	\$ -	\$ -	0%	\$ 270,000	\$ (270,000)	-100%
Subtotal Other Op Assistance/Funding	\$ 11,702	\$ 84,700	-86%	\$ 276,465	\$ (264,763)	-96%



FY12
Operating Revenue
Year to Date as of March 31, 2012

Percent of Year Elapsed - 75%

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
STA - Op Assistance	\$ -	\$ -	0%	\$ 2,801,550	\$ (2,801,550)	-100%
STIC - Op Assistance	\$ -	\$ -	0%	\$ 1,202,159	\$ (1,202,159)	-100%
Fuel Tax Credit	\$ 269,092	\$ 250,000	8%	\$ 536,438	\$ (267,346)	-50%
Transfers (to)/ from Reserves	\$ -	\$ -	0%	\$ -	\$ -	0%
Total Revenue	\$ 26,845,871	\$ 26,727,323	0%	\$ 30,426,134	\$ (3,580,263)	-12%
Total Operating Expenses	\$ 27,416,280			\$ 26,797,413		
Variance	\$ (570,409)			\$ 3,628,721		

Attachment A



FY12
Consolidated Operating Expenses
Year to Date as of March 31, 2012

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
501011 Bus Operator Pay	\$ 5,301,972	\$ 5,806,133	-9%	\$ 5,544,532	\$ (242,560)	-4%
501013 Bus Operator Overtime	\$ 1,155,790	\$ 1,151,693	0%	\$ 1,210,377	\$ (54,587)	-5%
501021 Other Salaries	\$ 4,691,589	\$ 4,813,811	-3%	\$ 4,844,878	\$ (153,289)	-3%
501023 Other Overtime	\$ 352,851	\$ 262,162	35%	\$ 228,329	\$ 124,522	55%
Total Labor -	\$ 11,502,202	\$ 12,033,799	-4%	\$ 11,828,116	\$ (325,914)	-3%

Fringe Benefits						
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
502011 Medicare/Soc. Sec.	\$ 169,503	\$ 209,226	-19%	\$ 173,623	\$ (4,120)	-2%
502021 Retirement	\$ 1,986,610	\$ 2,233,123	-11%	\$ 1,626,685	\$ 359,926	22%
502031 Medical Insurance	\$ 4,757,674	\$ 5,055,565	-6%	\$ 4,283,150	\$ 474,524	11%
502041 Dental Insurance	\$ 343,814	\$ 382,459	-10%	\$ 327,262	\$ 16,551	5%
502045 Vision Insurance	\$ 93,783	\$ 98,578	-5%	\$ 99,290	\$ (5,507)	-6%
502051 Life Insurance	\$ 29,630	\$ 34,081	-13%	\$ 29,769	\$ (139)	0%
502060 State Disability	\$ 141,567	\$ 154,577	-8%	\$ 151,804	\$ (10,238)	-7%
502061 Disability Insurance	\$ 88,160	\$ 106,502	-17%	\$ 136,971	\$ (48,812)	-36%
502071 State Unemp. Ins	\$ 77,643	\$ 62,490	24%	\$ 77,929	\$ (286)	0%
502081 Worker's Comp Ins	\$ 825,035	\$ 674,999	22%	\$ 638,615	\$ 186,420	29%
502083 Worker's Comp IBNR	\$ -	\$ -	0%	\$ -	\$ -	0%
502101 Holiday Pay	\$ 235,076	\$ 311,821	-25%	\$ 251,965	\$ (16,889)	-7%
502103 Floating Holiday	\$ 28,778	\$ 58,812	-51%	\$ 13,506	\$ 15,272	113%
502109 Sick Leave	\$ 414,612	\$ 665,091	-38%	\$ 479,339	\$ (64,728)	-14%
502111 Annual Leave	\$ 1,246,344	\$ 1,267,399	-2%	\$ 1,274,125	\$ (27,780)	-2%
502121 Other Paid Absence	\$ 114,278	\$ 92,418	24%	\$ 117,290	\$ (3,011)	-3%
502251 Physical Exams	\$ 6,606	\$ 10,583	-38%	\$ 4,440	\$ 2,166	49%
502253 Driver Lic Renewal	\$ 1,507	\$ 3,501	-57%	\$ 1,393	\$ 114	8%
502999 Other Fringe Benefits	\$ 50,608	\$ 51,752	-2%	\$ 55,962	\$ (5,354)	-10%
Total Fringe Benefits -	\$ 10,611,228	\$ 11,472,974	-8%	\$ 9,743,118	\$ 868,110	9%

Total Personnel Expenses -	\$ 22,113,430	\$ 23,506,773	-(1,393,343) -6%	\$ 21,571,234	\$ 542,196	3%
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FY12
Consolidated Operating Expenses
Year to Date as of March 31, 2012

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
Services						
503011 Acctg & Audit Fees	\$ 74,860	\$ 85,000	-12%	\$ 74,242	\$ 618	1%
503012 Admin & Bank Fees	\$ 213,446	\$ 220,513	-3%	\$ 164,490	\$ 48,955	30%
503031 Prof & Tech Fees	\$ 77,780	\$ 156,312	-50%	\$ 99,132	\$ (21,352)	-22%
503032 Legislative Services	\$ 67,500	\$ 67,500	0%	\$ 67,500	\$ -	0%
503033 Legal Services	\$ -	\$ 41,250	-100%	\$ 863	\$ (863)	-100%
503034 Pre-Employ Exams	\$ 4,896	\$ 5,639	-13%	\$ 1,482	\$ 3,415	230%
503041 Temp Help	\$ 243,226	\$ 117,900	106%	\$ 115,590	\$ 127,636	110%
503161 Custodial Services	\$ 49,398	\$ 54,525	-9%	\$ 50,685	\$ (1,287)	-3%
503162 Uniform & Laundry	\$ 15,964	\$ 16,714	-4%	\$ 14,037	\$ 1,927	14%
503171 Security Services	\$ 239,086	\$ 243,000	-2%	\$ 278,957	\$ (39,871)	-14%
503221 Classified/Legal Ads	\$ 7,898	\$ 16,757	-53%	\$ 3,978	\$ 3,920	99%
503222 Legal Advertising	\$ -	\$ -	0%	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 1,275	-100%	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 36,299	\$ 75,000	-52%	\$ 53,923	\$ (17,624)	-33%
503352 Repair - Equipment	\$ 290,824	\$ 371,483	-22%	\$ 376,370	\$ (85,546)	-23%
503353 Repair - Rev Vehicle	\$ 252,791	\$ 269,100	-6%	\$ 282,663	\$ (29,872)	-11%
503354 Repair - Non Rev Vehic	\$ 21,117	\$ 18,750	13%	\$ 10,235	\$ 10,882	106%
503363 Haz Mat Disposal	\$ 34,209	\$ 37,500	-9%	\$ 28,674	\$ 5,535	19%
Total Services -	\$ 1,629,295	\$ 1,798,217	-9%	\$ 1,622,822	\$ 6,472	0%
Mobile Materials & Supplies						
504011 Fuels & Lube Non Rev ^	\$ 51,598	\$ 52,500	-2%	\$ 45,528	\$ 6,070	13%
504012 Fuels & Lube Rev Veh	\$ 1,482,647	\$ 1,485,000	0%	\$ 1,478,702	\$ 3,945	0%
504021 Tires & Tubes	\$ 99,751	\$ 131,250	-24%	\$ 141,563	\$ (41,812)	-30%
504161 Other Mobile Supplies	\$ -	\$ -	0%	\$ 1,408	\$ (1,408)	-100%
504191 Rev Vehicle Parts	\$ 414,157	\$ 412,500	0%	\$ 452,888	\$ (38,731)	-9%
Total Mobile Materials & Supplies -	\$ 2,048,153	\$ 2,081,250	-2%	\$ 2,120,089	\$ (71,936)	-3%



FY12
Consolidated Operating Expenses
Year to Date as of March 31, 2012

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
Other Materials & Supplies						
504205 Freight Out	\$ 1,606	\$ 1,875	-14%	\$ 2,279	\$ (673)	-30%
504211 Postage & Mailing	\$ 7,345	\$ 13,375	-45%	\$ 8,317	\$ (972)	-12%
504214 Promotional Items	\$ -	\$ -	0%	\$ -	\$ -	0%
504215 Printing	\$ 46,159	\$ 56,372	-18%	\$ 36,141	\$ 10,018	28%
504217 Photo Supply/Processin	\$ 70	\$ 2,925	-98%	\$ 186	\$ (116)	-62%
504311 Office Supplies	\$ 51,740	\$ 50,561	2%	\$ 49,670	\$ 2,070	4%
504315 Safety Supplies	\$ 10,392	\$ 15,225	-32%	\$ 12,705	\$ (2,313)	-18%
504317 Cleaning Supplies	\$ 31,974	\$ 33,825	-5%	\$ 23,354	\$ 8,619	37%
504409 Repair/Maint Supplies	\$ 53,989	\$ 30,000	80%	\$ 23,420	\$ 30,569	131%
504421 Non-Inventory Parts	\$ 5,574	\$ 14,250	-61%	\$ 12,884	\$ (7,310)	-57%
504511 Small Tools	\$ 4,581	\$ 6,525	-30%	\$ 2,201	\$ 2,380	108%
504515 Employee Tool Rplcmt	\$ 494	\$ 2,250	-78%	\$ 635	\$ (141)	-22%
Total Other Materials & Supplies -	\$ 213,923	\$ 227,184	-6%	\$ 171,793	\$ 42,131	25%
Utilities						
505011 Gas & Electric	\$ 190,784	\$ 175,500	9%	\$ 176,819	\$ 13,965	8%
505021 Water & Garbage	\$ 85,642	\$ 112,500	-24%	\$ 92,923	\$ (7,280)	-8%
505031 Telecommunications	\$ 76,703	\$ 86,400	-11%	\$ 78,818	\$ (2,115)	-3%
Total Utilities -	\$ 353,129	\$ 374,400	-6%	\$ 348,560	\$ 4,569	1%
Casualty & Liability						
506011 Insurance - Property	\$ 77,732	\$ 86,250	-10%	\$ 70,268	\$ 7,464	11%
506015 Insurance - PL & PD	\$ 356,651	\$ 363,975	-2%	\$ 328,776	\$ 27,875	8%
506021 Insurance - Other	\$ 711	\$ 750	-5%	\$ 711	\$ -	0%
506123 Settlement Costs	\$ 130,021	\$ 228,750	-43%	\$ 111,665	\$ 18,355	16%
506127 Repairs - Dist Prop	\$ (18,204)	\$ -	100%	\$ (81,933)	\$ 63,729	-78%
Total Casualty & Liability -	\$ 546,910	\$ 679,725	-20%	\$ 429,487	\$ 117,423	27%
Taxes						
507051 Fuel Tax	\$ 10,171	\$ 10,500	-3%	\$ 9,749	\$ 422	4%
507201 Licenses & permits	\$ 9,876	\$ 13,775	-28%	\$ 8,418	\$ 1,458	17%
507999 Other Taxes	\$ 10,516	\$ 15,000	-30%	\$ 13,465	\$ (2,950)	-22%
Total Taxes -	\$ 30,563	\$ 39,275	-22%	\$ 31,632	\$ (1,069)	-3%



FY12
Consolidated Operating Expenses
Year to Date as of March 31, 2012

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	Actual FY11	\$ Var	% Var
Purchased Transportation						
503406 Contr/Paratrans	\$ 196,440	\$ 187,500	5%	\$ 140,813	\$ 55,626	40%
Total Purchased Transportation -	\$ 196,440	\$ 187,500	5%	\$ 140,813	\$ 55,626	40%
Miscellaneous						
509011 Dues & Subscriptions	\$ 47,839	\$ 52,857	-9%	\$ 48,457	\$ (619)	-1%
509085 Advertising - Rev Produ	-	-	0%	-	-	0%
509101 Emp Incentive Prog	\$ 226	\$ 4,150	-95%	\$ 8,053	\$ (7,827)	-97%
509121 Employee Training	\$ 31,331	\$ 39,005	-20%	\$ 22,398	\$ 8,932	40%
509123 Travel	\$ 21,218	\$ 40,082	-47%	\$ 33,920	\$ (12,701)	-37%
509125 Local Meeting Exp	\$ 3,084	\$ 3,975	-22%	\$ 2,484	\$ 600	24%
509127 Board Director Fees	\$ 5,000	\$ 9,450	-47%	\$ 5,200	\$ (200)	-4%
509150 Contributions	-	187	-100%	-	-	0%
509197 Sales Tax Expense	-	-	0%	-	-	0%
509198 Cash Over/Short	\$ 748	-	100%	\$ 305	\$ 443	145%
Total Misc -	\$ 109,445	\$ 149,707	-27%	\$ 120,818	\$ (11,372)	-9%

Leases & Rentals						
512011 Facility Rentals	\$ 159,739	\$ 167,625	-5%	\$ 231,526	\$ (71,787)	-31%
512061 Equipment Rentals	\$ 15,253	\$ 17,663	-14%	\$ 8,639	\$ 6,615	77%
Total Leases & Rentals -	\$ 174,992	\$ 185,288	-6%	\$ 240,164	\$ (65,172)	-27%
Total Non-Personnel Expenses -	\$ 5,302,850	\$ 5,722,546	-7%	\$ 5,226,179	\$ 76,671	1%
TOTAL OPERATING EXPENSE -	\$ 27,416,280	\$ 29,229,318	-6%	\$ 26,797,413	\$ 618,867	2%

** does not include depreciation

Attachment B

**FY12
CAPITAL BUDGET
For the month ending - March 31, 2012**



	<u>YTD Actual</u>	<u>FY12 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>				
MetroBase Project- Operations Building (PTMISEA)	\$ -	\$ 11,010,047	\$ 11,010,047	0%
State of Good Repair (FTA, RES. RET. EARN.)	\$ 5,586,943	\$ 5,820,000	\$ 233,057	96%
MetroBase Project - FY10 Allocation (PTMISEA)	\$ 66,922	\$ 2,491,923	\$ 2,425,001	3%
2nd CNG Tank (STIC, MBUAPCD, RES. RET. EARN.)	\$ 61	\$ 1,561,070	\$ 1,561,009	0%
MetroBase Project - FY09 Allocation (PTMISEA)	\$ 148,543	\$ 200,000	\$ 51,457	74%
Transit Mgmt. Info. Technology (FTA-ARRA)	\$ 519,198	\$ 520,000	\$ 802	100%
Bus Stop Improvements (STIP)	\$ 188,362	\$ 500,000	\$ 311,638	38%
425 Front Street Purchase (FTA, STA)	\$ 5,658	\$ 40,000	\$ 34,342	14%
Land Mobile Radio Project - (LMR) (STATE-1B)	\$ -	\$ 789,668	\$ 789,668	0%
Non-Revenue Vehicle Replacement (MBUAPCD, FTA)	\$ -	\$ 192,105	\$ 192,105	0%
Video Surveillance Project - (CCTV) (STATE-1B)	\$ -	\$ 80,000	\$ 80,000	0%
Emergency Generator Relocation (OHS-1B)	\$ 20,332	\$ 20,332	\$ -	100%
Subtotal Grant Funded Projects	\$ 6,536,019	\$ 23,225,145	\$ 16,689,126	28%
<u>IT Projects</u>				
HR Software Upgrade (STA)	\$ 905	\$ 125,000	\$ 124,095	1%
Replace Fleet & Facilities Maintenance Software (STA)	\$ 73,644	\$ 115,000	\$ 41,356	64%
Automated Purchasing System Software (STA)	\$ -	\$ 40,000	\$ 40,000	0%
Subtotal IT Projects	\$ 74,549	\$ 280,000	\$ 205,451	27%
<u>Facilities Repair & Improvements</u>				
Operations Bldg. Repairs (RES. RET. EARN.)	\$ 20,146	\$ 150,000	\$ 129,854	13%
MetroCenter Repairs (RES. RET. EARN.)	\$ 6,000	\$ 200,000	\$ 194,000	3%
MTC Lane Four Shelter Replacement (STA)	\$ 20,444	\$ 40,000	\$ 19,556	51%
WTC Renovations & Repairs (STA)	\$ 8,221	\$ 85,000	\$ 76,779	10%
Repair, Reseal, Restripe (Sinkholes) - Ops (STA)	\$ -	\$ 10,000	\$ 10,000	0%
Subtotal Facilities Repairs & Improvements Projects	\$ 54,811	\$ 485,000	\$ 430,189	11%

Attachment B

FY12
CAPITAL BUDGET
For the month ending - March 31, 2012



	<u>YTD Actual</u>	<u>FY12 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Revenue Vehicle Replacement</u>				
Replace WiFi on Highway 17 buses	\$ -	\$ 60,000	\$ 60,000	0%
Subtotal Revenue Vehicle Replacements	\$ -	\$ 60,000	\$ 60,000	0%
<u>Non-Revenue Vehicle Replacement</u>				
See above	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%
<u>Office Equipment</u>				
Fire Safe Filing Cabinets (STA)	\$ -	\$ 8,000	\$ 8,000	0%
Subtotal Office Equipment	\$ -	\$ 8,000	\$ 8,000	0%
<u>Misc</u>				
Use of Reserves to balance Operating Budget	\$ -	\$ -	\$ -	0%
Subtotal Misc.	\$ -	\$ -	\$ -	0%
TOTAL CAPITAL PROJECTS	\$ 6,665,379	\$ 24,058,145	\$ 17,392,766	28%



**FY12
CAPITAL BUDGET**
For the month ending - March 31, 2012

	<u>YTD Actual</u>	<u>FY12 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 6,111,799	\$ 6,514,162	\$ 402,363	94%
Other Fed - Sakata / Lawsuit proceeds	\$ -	\$ -	\$ -	-
State - PTMISEA (1B)	\$ 215,465	\$ 13,701,970	\$ 13,486,505	2%
State - Security Bond Funds (1B)	\$ 20,332	\$ 890,000	\$ 869,668	2%
State Transit Assistance (STA) Carryover-Prior Yrs	\$ 103,214	\$ 488,000	\$ 384,786	21%
State - MBUAPCD	\$ 61	\$ 360,000	\$ 359,939	0%
State - STIP	\$ 188,362	\$ 500,000	\$ 311,638	38%
Local - Reserved Retained Earnings	\$ 26,146	\$ 1,457,873	\$ 1,431,727	2%
Local Operating Match	\$ -	\$ 146,140	\$ 146,140	0%
TOTAL CAPITAL FUNDING	\$ 6,665,379	\$ 24,058,145	\$ 17,392,766	28%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH TIRE DISTRIBUTION SYSTEMS, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract renewal for a one-year contract extension with Tire Distribution Systems, Inc. for purchase of revenue and non-revenue tires.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a need to provide tires for both revenue and non-revenue vehicles.
- Santa Cruz METRO has a contract with Tire Distribution Systems, Inc. for purchase and delivery of both revenue and non-revenue tires.
- This contract was established on May 13, 2011 for a one-year period with four optional one-year extensions.
- The current contract approved by the Board of Directors will expire on May 12, 2012.
- Tire Distribution Systems, Inc. has requested an increase in pricing for the new contract period due to the rise in costs of raw materials.
- Tire Distribution Systems, Inc. has performed its duties very well under this contract and therefore, a one-year contract extension with a price increase is recommended.

III. DISCUSSION

Santa Cruz METRO has a contract with Tire Distribution Systems, Inc. for purchase and delivery of revenue and non-revenue tires that is due to expire on May 12, 2012. Per Ray Scargill, Parts Supervisor, over the past year, the quality of service provided by Tire Distribution Systems, Inc. has been excellent, noting that the deliveries have been on time and that the orders have all been accurate. Tire Distribution Systems, Inc. has reviewed the contract and requested a price increase due to the rise in costs of raw materials. The rise in costs is industry wide, and Tire Distribution Systems, Inc. has provided a Power Point presentation for the current Western States Contract

Alliance (WSCA) contract, to back up their request. A few of the pertinent slides are included here as Attachment C.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Tire Distribution Systems, Inc., accepting the new pricing schedule. Staff further recommends that the Board of Directors authorize the General Manager to execute a one-year contract extension on behalf of Santa Cruz METRO. Robert Cotter, Maintenance Manager, and April Warnock, Paratransit Supervisor, will serve as the Contract Administrators and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed of \$283,015. To date \$115,312.40 has been spent with \$167,702.60 remaining. No additional funds are required at this time.

Funds to support this contract are included in the Fleet Maintenance and ParaCruz FY12 & FY13 Tires & Tubes budget.

V. ATTACHMENTS

- Attachment A:** Renewal Letter from Tire Distribution Systems, Inc.
- Attachment B:** Original contract pricing schedule
- Attachment C:** WSCA Price Increase Power Point Slides
- Attachment D:** Contract Amendment with Tire Distribution Systems, Inc.

Attachment A



1144 TERVEN AVE.
SALINAS, CA. 93901
831-783-1565

5/3/2012

Erron Alvey
Purchasing Agent
Santa Cruz Metro
110 Vernon St.
Santa Cruz, CA. 95060

RE: Contract No-11-10 tires

Please accept this as our letter of intent to extend the contract for the new term of May 13, 2012 through May 12, 2013.

Attached is the amended pricing for tires based on the new WSCA Government contract.
This WSCA contract for Bridgestone and Firestone products is for 12 months from 5/1/2012 through 4/31/2013.


The exception to this is the contract pricing for Continental Tires of one size that expires 6/30/2012.

We use the Continental on this one size due to the limited availability.

Please see the attached spread sheet listing all new pricing for products specific to your fleet.

The entire WSCA price list is available on the WSCA web site.

Thank you for your business and your loyalty.


Jon Oser
Manager
TDS / Bridgestone

Attachment A



Tire Distribution Systems, Inc.

Bridgestone Americas Tire Operations, LLC

d/b/a: Tire Distribution Systems

1144 Terven Rd.

Salinas, CA. 93901

BRIDGESTONE / FIRESTONE / BANDAG WSCA GOVERNMENT PRICING

4/1/2012 - 3/31/2013

CONTINENTAL EXPIRES 6/30/2012

SIZE	BRAND	TREAD	NET PRICE
305/70R22.5	CONTINENTAL	HSU-1	509.96 ** expires 6/30/2012
275/70R22.5	BRIDGESTONE	R250	547.24
12R22.5	FIRESTONE	S560	346.04
305/70R22.5	BANDAG RETREAD	BDV	194.12
275/70R22.5	BANDAG RETREAD	BDV	168.63
12R22.5	BANDAG RETREAD	BDV	172.34
11R22.5	FIRESTONE	S560	346.04
225/70R19.5	BRIDGESTONE	R250	283.98
LT215/85R16	FIRESTONE	TRANSFORCE HT	109.65
LT225/75R16	FIRESTONE	TRANSFORCE HT	124.51
LT235/85R16	FIRESTONE	TRANSFORCE HT	121.77
LT245/75R16	FIRESTONE	TRANSFORCE HT	116.83
LT245/75R17	FIRESTONE	TRANSFORCE HT	152.16
P175/65R14	FIRESTONE	FR710	65.24
P185/65R15	FIRESTONE	FR710	67.7
P185/70R14	BRIDGESTONE	INSIGNIA	68.28
P195/65R14	BRIDGESTONE	INSIGNIA	79.93
P195/60R15	BRIDGESTONE	INSIGNIA	84.35
P205/75R15	FIRESTONE	DESTINATION	114.21
P215/75R15	FIRESTONE	DESTINATION	114.36
P235/70R16	FIRESTONE	DESTINATION	135.9
P235/70R17	FIRESTONE	DESTINATION	115.81
P255/70R16	FIRESTONE	DESTINATION	145.71
P195/65R15	FIRESTONE	FR710	69.86

Attachment B

4/11/11

PART II BID FORM

The undersigned ("Bidder"), upon acceptance by the Santa Cruz METRO, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Revenue and Non-Revenue Vehicle Tires dated December 10, 2010, at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Est. Annual Quantity	Unit Price	Tax (9.50%)	Extended Price
A1	New Transit Tires 275/70R 22.5 highway rated	150	292 ⁷⁷	27 ⁸¹	48081 ⁰⁰
A2	New Transit Tires 12R 22.5 highway rated	100	393 ³⁵	37 ³⁸	43073 ⁰⁰
A3	New Transit Tires 305/70R22.5 highway rated	150	395 ⁰⁴	37 ⁵²	64884 ⁰⁰
B1	11R x 22.5G	6	255 ⁷⁸	24 ²⁹	1680 ⁴²
B2	225/70R19.5	6	189 ³⁷	17 ⁹⁹	1244 ¹⁶
B3	LT215/85R16E	6	89 ⁸²	8 ⁵³	590. ¹⁰
B4	LT225/75R16D	8	USE Load Range E		
B5	LT225/75R16E	25 ³²	90 ⁹⁷	8 ⁶⁴	3187 ⁵²
B6	LT235/85R16E	8	95 ⁰⁰	9 ⁰²	832 ¹⁶
B7	LT245/75R16H	8	96 ⁵⁵	9 ¹⁷	845 ⁷⁶
B8	LT245/75R17E	12	116 ⁴²	11 ⁰⁵	1529 ⁶⁴
B9	P175/65R14	8	55 ²⁴	5 ²⁴	483 ⁸⁴
B10	P185/65R15	4	60 ⁸⁷	5 ⁷⁸	266 ⁶⁰
B11	P185/70R14	8	53 ²²	5 ⁰⁵	466 ¹⁶
B12	P195/65R14	4	53 ⁸³	5 ¹¹	235 ⁷⁶
B13	P195/60R15	40	65 ⁷⁵	6 ²⁴	2879 ⁶⁰
B14	P205/75R15	4	93 ⁰⁶	8 ⁸⁴	407 ⁶⁰
B15	P215/75R15	4	93 ¹⁹	8 ⁰⁵	408 ¹⁶

Continental
price
Expires
9/30/11

Continental
Continental
Continental

4/1/11

Item No.	Item Description	Est. Annual Quantity	Unit Price	Tax (9.50%)	Extended Price
B16	P235/70R16H	20	11075	1052	242540
B17	P235/70R17	8	12697	1206	111724
B18	P255/70R16	4	10377	985	45448
B19	P195/65R15	4	6280	596	27504
C1	Remanufactured Tires - 275/70R 22.5 highway rated - 10.5" cap size	141	13737	1267	2061984
C2	Remanufactured Tires - 305/70R22.5 highway rated - 10.5" cap size	76	15384	1461	1280220
C3	Remanufactured Tires - 12R 22.5 highway rated - 9" cap size	10	13652	1296	149480
D	Pickup and disposal of unusable tires	200	500		100000
	Cost per tire to dismount old tire and mount new Revenue (Bus)	1056	1500		1584000
	Cost per tire to dismount old tire and mount new Non-Revenue tire.	222	1500		333000
	Price for new valve stem for steel wheels.	1146	200	.19	250974
	Price for new valve stem for aluminum wheels.	132	500	.47	72704
	Cost to statically and dynamically balance a new tire on rim.	828	1200		993600
	Cost to statically and dynamically balance a remanufactured tire on rim.	450	1200		540000
	Cost per tire for pickup and delivery of tires to METRO.	1278	0		0
	Total				24901726

Payment Terms Offered: NET 10th (Balance Due The 10th Day of the Month Following Invoice Date)

Tire Distribution Systems, Inc.
 Amendment Bid (11-10)
 1144 TERVEN AVE.
 SALINAS, CA. 93901

SANTA CRUZ METRO

BID AMENDMENT 6/16/2011

TIRE SIZE	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TAX(9.5%)	EXTENDED
P215/70R15	FIRESTONE FR710	48	\$61.43	\$5.84	\$3,228.76
225/65R16	BS INSIGNIA SE200	40	\$82.52	\$7.84	\$3,614.38
245/70R19.5	BS R250 14 PR	12	\$212.50	\$20.19	\$2,792.25
LT225/75R16	FS TRANS FRCE HT	72	\$90.97	\$8.64	\$7,172.07
LT245/75R16	FS TRANS FRCE HT	192	\$96.55	\$9.17	\$20,298.67
Mount and Dismount			\$15.00		\$5,460.00
Balance			\$12.00		\$4,368.00
Valve Stems			\$2.00		\$728.00
Disposal			\$5.00		\$1,820.00
Total:					\$49,482.13

- The U.S. Tire Industry has raised prices throughout 2011 as a direct result of increases in raw materials.

	2010				2011				2012	
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q

Total increased INDEX (cumulative)			
2010	2011	2011	2012
2010	2011	2011	2012

Total increased (sum)			
2010	2011	2011	2012
2010	2011	2011	2012

New											
Bridgestone			6%	8%	12%	21%					
Firestone		6%			12%	21%					
Michelin	7%	7%	8%	8%	12%	12%	8%				
BFGoodrich	7%	7%	8%	8%	12%	12%	8%				
Goodyear	5%	8%	8%	8%	8%	15%	8%	10%	6%		
Kelly-Springfield	5%	8%	8%	8%	8%	15%	8%	10%	6%		
Dunlop	5%	8%	8%	8%	8%	15%	8%	10%	6%		
Continental	8%	7%			8%	10%	11%	8%	9%		
General	8%	7%			8%	10%	11%	8%	9%		
Toyo	13%	8%		6%	8%	15%	9%		6%		
Yokohama	7%				6%	8%	8%	8%	8%		

114.5	135.5	100.0
106.0	135.5	100.0
123.6	135.5	100.0
123.6	135.5	100.0
122.5	147.5	106.0
122.5	147.5	106.0
122.5	147.5	106.0
115.6	142.4	109.0
115.6	142.4	109.0
129.4	135.4	106.0
107.0	133.5	108.0

14%	32%	0%
6%	32%	0%
22%	32%	0%
22%	32%	0%
21%	41%	6%
21%	41%	6%
21%	41%	6%
15%	37%	9%
15%	37%	9%
27%	32%	6%
7%	30%	8%

- The U.S. Tire Industry has raised prices throughout 2011 as a direct result of increases in raw materials.

	2010				2011				2012	
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q

Total increased INDEX (cumulative)			
2010	2011	2011	2012

Total increased (sum)			
2010	2011	2011	2012

Retread										
	6%									
Bandag									19%	
Michelin MRT	7%	7%	8%	8%	12%	12%	8%	12%	8%	
Goodyear		7%			6%	7%	8%	10%		
Oliver		7%			20%		8%			
Megamile		7%			7%					

106.0	118.8	100.0
123.6	135.5	100.0
107.0	134.7	100.0
107.0	129.4	100.0
107.0	107.0	100.0

6%	18%	0%
22%	32%	0%
7%	31%	0%
7%	28%	0%
7%	7%	0%

- **The world tire market is dealing with a number of highly critical issues that are adversely impacting total raw material costs**
- **Raw Material Cost:**
 - **Surging raw materials (steel, oil, natural rubber)**
 - **Increased factory operating costs (manufacturing)**
- **Global Rubber**
 - **Environmental conditions have left this valuable commodity in short supply**
 - **2011 rubber prices have increased 54% over 2010 average**

5-5.c3

Attachment D

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 11-10 FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

This Second Amendment to Contract No. 11-10 for purchase of revenue and non-revenue tires between the Santa Cruz Metropolitan Transit District (“Santa Cruz METRO”), a political subdivision of the State of California and Tire Distribution System, Inc. (“Contractor”).

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for purchase of revenue and non-revenue tires (“Contract”) on May 13, 2011.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TIME OF PERFORMANCE

- 2.1 Article 3.01 is amended to include the following language:

This Contract shall continue through May 12, 2013. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 4.01 is amended to include the following language:

Effective May 13, 2012, Santa Cruz METRO agrees to pay Contractor on a monthly basis for materials and services provided at the rates as identified in Attachment A to this amendment, a revised pricing schedule reflecting a price increase, for a total contract amount not to exceed \$458,015. Contractor understands and agrees that if he/she exceeds the \$458,015 maximum amount payable under this contract, that it does so at its own risk.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

ATTACHMENT D

Signed on _____

Santa Cruz METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
TIRE DISTRUBUTION SYSTEMS INC.

By _____
John McErlanre
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

Attachment D

Tire Distribution Systems, Inc.
 Amendment Bid (11-10)
 1144 TERVEN AVE.
 SALINAS, CA. 93901

SANTA CRUZ METRO

BID AMENDMENT 6/16/2011

TIRE SIZE	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TAX(9.5%)	EXTENDED
P215/70R15	FIRESTONE FR710	48	\$61.43	\$5.84	\$3,228.76
225/65R16	BS INSIGNIA SE200	40	\$82.52	\$7.84	\$3,614.38
245/70R19.5	BS R250 14 PR	12	\$212.50	\$20.19	\$2,792.25
LT225/75R16	FS TRANS FRCE HT	72	\$90.97	\$8.64	\$7,172.07
LT245/75R16	FS TRANS FRCE HT	192	\$96.55	\$9.17	\$20,298.67
Mount and Dismount			\$15.00		\$5,460.00
Balance			\$12.00		\$4,368.00
Valve Stems			\$2.00		\$728.00
Disposal			\$5.00		\$1,820.00
Total:					\$49,482.13

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Frank Cheng, Project Manager & I.T. Manager

SUBJECT: CONSIDERATION OF AUTHORIZING A CONTRACT AMENDMENT WITH RNL DESIGN, INC. TO PROVIDE MANDATORY CA GREEN BUILDING STANDARDS CODE COMMISSIONING SERVICES FOR THE METROBASE OPERATIONS FACILITY COMPONENT, FOR AN AMOUNT NOT TO EXCEED \$39,118.00

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract amendment in the amount of not-to-exceed \$39,118 for RNL Design, Inc. to provide commissioning services required from the new construction codes to the Operations Building component of the MetroBase Project.

II. SUMMARY OF ISSUES

- On February 24, 2012, the Board of Directors approved a contract with RNL Design to update the current drawings and specifications to the new construction codes for the construction of the Operations Building component of the MetroBase Project.
- Due to the new California Green Building Standards Code, not included in original scope of work, a commissioning plan is required for new construction projects.
- Staff requested RNL Design, Inc. to provide commissioning services for the Operations Building component of the MetroBase Project.

III. DISCUSSION

On February 24, 2012, the Board of Directors approved a contract with RNL Design, Inc. to update the current drawings and specifications to the new construction codes for the construction of the Operations Building component of the MetroBase Project. As RNL Design, Inc. began their research, they discover the new California Green Building Standards Code require a commissioning plan for all new construction projects. This requirement was not included in original scope of work for RNL Design, Inc. Staff requested RNL Design, Inc. to provide commissioning services for the Operations Building component of the MetroBase Project. Systems to be commissioned are heating, ventilating, air conditioning, refrigeration systems, lighting, renewable energy systems, landscape irrigation systems, water reuse system, and associated controls. The California Building Standards Commissioning scope of services include environmental and sustainability goals, energy efficiency goals, indoor environmental quality

requirements, project program including facility functions and hours of operation, and need for after hours operation, equipment and systems expectations, and building occupant, operation and maintenance personnel expectations. Commissioning Plan, Functional Performance Testing, System Manuals, System Operation Training, and Commissioning Report are to be provided. The work will be completed by Jacobs Engineering Group, Inc., a sub-consultant of RNL Design, Inc. The fees for Jacobs Engineering is \$36,118 and \$3,000 for RNL Design for coordination and administration.

Staff is recommending that the Board of Directors authorize the General Manager to execute a contract amendment in the amount of not-to-exceed \$39,118 for RNL Design, Inc. to provide commissioning services required from the new construction codes to the operations building component of the MetroBase Project.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract amendment are included in the PTMISEA, State Transit Assistance loans, federal funds, and proceeds from the sale of property.

V. ATTACHMENTS

Attachment A: Jacobs Engineering Group Letter dated May 3, 2012.

Attachment A



Jacobs Engineering Group Inc.
600 Wilshire Blvd.
Suite 1000
Los Angeles, CA 90017 USA
Phone: 760.438.1119
Fax: 760.438.0780

May 3, 2012

Mr. Ed Carfango
Project Manager
RNL Design
800 Wilshire Blvd
Suite 400
Los Angeles, CA 90017

Re: Letter Proposal for CA Green Building Standards Code Commissioning Services
SCMTD Metrobase Project

Dear Mr. Carfango:

Jacobs is pleased to provide this Letter Proposal for commissioning services for the Metrobase Project Phase 1 in Santa Cruz, CA. This proposal includes all commissioning tasks required to meet the 2010 California Green Building Standards Code. The attached pages outline the full scope of the proposed commissioning activities for the project.

If the descriptions of the scope of services and professional fees in this Letter Proposal are agreeable, please submit to us a Task Order for our execution. Should you desire to discuss any aspect of this proposal, please contact me, or our Western Region Commissioning Director, Larry Buck, at 760-438-1119, or larry.buck@jacobs.com at your convenience.

Sincerely,
Jacobs Engineering Group, Inc.

Deirdre Jimenez, AIA
National Operations Director – Commissioning Services

Lawrence Buck
Commissioning Director

I. Project Understanding

A. Project Description

As the proposed Commissioning Authority (CxA), Jacobs intends to provide Commissioning Services for the 14,400 sqft Operations Building and the 40,590 sqft parking structure to be constructed in Santa Cruz, CA.

B. Project Schedule

Construction is scheduled to begin in the third quarter of 2012 and last for fourteen months.

The Commissioning activities will begin upon receipt of a Task Order/Notice-to-Proceed. The CxA will then plan to ensure that the commissioning tasks are integrated into the projects' construction schedule.

II. Systems To Be Commissioned

The following systems are proposed to be commissioned:

- Heating, ventilating, air conditioning, and refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Lighting and day lighting controls
- Domestic hot water systems
- Renewable energy systems (i.e., wind, solar, etc.), as applicable. Currently no renewable energy systems are planned for the project.
- Landscape irrigation systems
- Water reuse systems

III. CA Green Building Standards Commissioning Scope of Services:

1. Owners, or Owner Representative's, Project Requirements (OPR). This document describes the expectations and requirements of the building appropriate to its phase and shall include the following:
 - Environmental and sustainability goals
 - Energy efficiency goals
 - Indoor environmental quality requirements
 - Project program, including facility functions and hours of operation, and need for after hours operation
 - Equipment and systems expectations
 - Building occupant and operation and maintenance (O&M) personnel expectations.
2. Basis of Design (BOD). This document consists of a written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project, and updated as necessary during the design and construction phases. The Basis of Design document shall cover the following systems:

Attachment A



May 3, 2012

- Heating, ventilation, air conditioning (HVAC) systems and controls
 - Indoor lighting system and controls
 - Water heating system
 - Renewable energy system, if applicable
 - Landscape irrigation systems
 - Water reuse systems
3. Commissioning Plan. This plan will document how the project will be commissioned and shall include the following:
- General project information
 - Commissioning goals
 - Systems to be commissioned. Plans to test systems and components shall include:
 - a. An explanation of the original design intent
 - b. Equipment and systems to be tested, including the extent of tests
 - c. Functions to be tested
 - d. Conditions under which the test shall be performed
 - e. Measurable criteria for acceptable performance
 - Commissioning team information
 - Commissioning process activities, schedules and responsibilities. Plans for the completion of commissioning requirements listed in Sections 5.410.2.4 through 5.410.2.6 of the CA Green Building Standards Code shall be included
4. Functional Performance Testing. Functional performance tests shall demonstrate the correct installation and operation of each component, system and system to- system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made.
5. Systems Manual. Documentation of the operational aspects of the building shall be completed within the Systems Manual and delivered to the building owner or representative and facilities operator. The Systems Manual shall include the following:
- a. Site information including facility description, history and current requirements
 - b. Site contact information
 - c. Basic operations and maintenance, including general site operating procedures, basic troubleshooting, recommended maintenance requirements, site events log
 - d. Major systems
 - e. Site equipment inventory and maintenance notes
 - f. A copy of all special inspection verifications required by the enforcing agency or the 2010 CA Green Building Standards Code.
 - g. Other resources and documentation
6. Systems Operations Training. The training of the appropriate maintenance staff for each equipment type and/or system shall be documented in the commissioning report. The Commissioning Agent is responsible for reviewing the training agenda provided by the General Contractor and documenting that the training has been successfully conducted. The training shall include:
- a. System/equipment overview (what it is, what it does and with what other systems and/or equipment interfaces)

Attachment A



May 3, 2012

- b. Review and demonstration of servicing/preventive maintenance
 - c. Review of the information in the Systems Manual
 - d. Review of the record drawings on the system/equipment
7. Commissioning Report. A complete report of commissioning process activities undertaken through the design, construction and reporting recommendations for post construction phases of the building project shall be completed and provided to the owner or representative.

IV. Commissioning Deliverables Summary

The CxA will be responsible for collection and assembly of all commissioning documents in an organized and structured format. Commissioning deliverables include the following:

- Owner's Project Requirements
- Basis of Design
- Commissioning Schedule
- Commissioning Plan
- Systems Manual
- Commissioning Report

V. Assumptions

- Client will provide Test and Air Balance (TAB) contractor to perform TAB of the building(s) and will provide the CxA with a copy of the TAB report.
- The general contractor will respond to, and correct deficiencies found by the Commissioning Authority in all respects.
- An electrician, mechanical systems technician, TAB contractor, DDC controls representative and/or Facility Operator/Manager, will be available to demonstrate system/element functionality as required to perform functional testing of the components/systems to be commissioned.
- Jacobs will have access to as-built drawings as required.
- Commissioning schedule will be integrated into the construction schedule.
- Re-Testing of any deficient component, or system, is not included in the fee.

VI. Compensation/Payment Terms

We propose the following fee structure for providing Commissioning Services.

<u>Commissioning Services (labor only)</u>	\$32,118
<i>Reimburseables Estimate (Not To Exceed)</i>	<i>\$4,200</i>
Cx SERVICES FEE TOTAL:	\$36,318

Professional fees for services will be invoiced on a monthly basis for services provided in the previous month.

END OF PROPOSAL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ADOPTION OF NECESSARY FINDINGS AND OF A PROJECT LABOR AGREEMENT WITH THE MONTEREY/SANTA CRUZ BUILDINGS AND TRADES COUNCIL, AND COMPONENT UNIONS, FOR THE CONSTRUCTION OF THE METROBASE JUDY K. SOUZA OPERATIONS BUILDING AND BUS PARKING FACILITY.

I. RECOMMENDED ACTION

That the Board of Directors adopt the necessary findings and authorize the General Manager to execute a Project Labor Agreement with the Monterey/Santa Cruz Building and Trades Council, and component unions for the construction of the MetroBase Judy K. Souza Operations Building and Bus Parking Facility.

II. SUMMARY OF ISSUES

- On February 24, 2012 the Board of Directors approved authorizing the General Manager to issue bid specifications for the construction of the MetroBase Operations Building and Bus Parking Facility.
- The MetroBase Project is funded by a combination of local, state, and federal funds.
- Many major construction projects utilize a Project Labor Agreement with the Building Trade Unions to insure interruption-free quality construction work.
- The previous construction phases of the MetroBase Project have used Labor Harmony and Apprenticeship provisions, but not a full Project Labor Agreement as such agreements were prohibited by an Executive Order issued by President George W. Bush.
- On February 6, 2009 President Barack Obama rescinded the prohibition of Project Labor Agreements order issued by President Bush and replaced it with Executive Order 13502 which encouraged the use of Project Labor Agreements.
- On April 13, 2012 the Board of Directors authorized the General Manager to enter into negotiations with the Monterey/Santa Cruz Building and Trades Council and component unions to develop a Project Labor Agreement for the construction of the Judy K. Souza Operations Building and Bus Parking Facility.
- Representatives of the Monterey/Santa Cruz Building and Construction Trades Council have provided an Agreement that they propose to use as the Project Labor

Agreement for the METRO construction. A copy of the proposed agreement is attached to this report.

- In order to adopt a PLA it is necessary for the Board of Directors to make findings of benefit to the project. The findings are included and incorporated into the recommendation of the Staff Report.
- Staff recommends that the Board of Directors adopt the necessary findings and authorize the General Manager to execute the Project Labor Agreement with the Monterey/Santa Cruz Building and Trades Council.

III. DISCUSSION

On February 24, 2012 the METRO Board of Directors approved authorizing the General Manager to issue Bid Specifications and other necessary documents to procure construction and related services for the construction of the Operations Building and Bus Parking Facility component of the MetroBase Project. Funding for the Operations Building and Facility is provided through a combination of local, state, and federal sources.

Prior to 2001 many major capital investment projects using federal funds used Project Labor Agreements (PLA's) with the building and trades unions to ensure high quality of work and uninterrupted progress. In 2001 President George W. Bush issued an Executive Order that prohibited the use of PLA's on federally funded projects. This prohibition remained in place until February 6, 2009 when President Barack Obama issued Executive Order 13502 (attached) which rescinded the prohibition and encouraged the use of PLA's on federally funded projects.

During the time of the PLA prohibition METRO included Labor Harmony and Apprenticeship provisions in the MetroBase construction specifications. This language was developed with the assistance of representatives of the Monterey/Santa Cruz Building and Construction Trades Council. As the PLA prohibition has been rescinded by Presidential Executive Order the representatives of the Building and Construction Trades Council have requested that METRO consider entering into PLA with the Council for the construction of the Operations Building and Bus Parking Facility. On April 13, 2012 the Board of Directors authorized the General Manager to work with the Monterey/Santa Cruz Building and Construction Trades Council Representatives to develop a PLA for the Operations Building and Bus Parking Facility construction. The Council Representatives have prepared a PLA that is attached to this Staff Report for consideration by the Board of Directors.

Prior to entering into a PLA the Board of Directors must adopt findings that demonstrate the benefit of such an agreement.

With the adoption of this Staff Report the Board of Directors Finds and declares that:

1. The construction of the Judy K Souza Operations Building and Bus Parking Facility will require significant availability and stability of labor resources over a period time estimated to exceed three years.
2. An occurrence of a labor disruption during the construction of the Judy K. Souza Operations Building and Bus Parking Facility would result in an economic loss to Santa Cruz METRO and the potential disruption of public transit service to the community resulting in an even greater economic loss as well as a delay in the completion of the project.
3. The direct economic loss to METRO is estimated to be in excess of \$2,000 per day of delay. This does not include additional contractor costs and delay charges from both contractors and subcontractors.
4. The construction work to be performed must take place concurrently with, and at the same site of, the bus operations of Santa Cruz METRO which are carried out by a unionized work force, thus necessitating the maintenance of labor harmony on the site.
5. The estimated costs of delays and the value of timely completion for METRO are evidence of METRO's compelling interest in having any potential labor disputes in connection with the construction contract resolved without the disruption of strikes, lock-outs, or work slow downs, and entering into a PLA will make it possible to legally enforce that the timelines that the construction under the project will be carried out in an orderly and timely manner without strikes, lock-outs, or slowdowns and the PLA will provide for peaceful, orderly, and mutually binding procedures for resolving labor issues.
6. The use of a Project labor Agreement in connection with the Judy K. Souza Operations Building and Bus Parking Facility construction contract may result in reduced costs and expedited delivery of the project by a) establishing the specific terms and conditions that govern the employment of labor; b) ensuring labor stability by coordinating wages, work rules, mechanisms for resolving grievances, and other terms of employment; c) ensuring labor availability by enabling by enabling the Prime Contractor and all subcontractors wishing to compete for contracts and subcontracts to do so without regard to whether they are otherwise parties to collective bargaining agreements; and d) preventing work stoppages by establishing guarantees against strikes, lock-outs, and similar job disruptions.

By adoption of the referenced Findings the Board of Directors does approve of the Project Labor Agreement for the construction of the Judy K. Souza Operations Building and Bus Parking Facility, and authorizes the General Manager to execute the attached PLA with the Monterey/Santa Cruz Building and Trades Council.

IV. FINANCIAL CONSIDERATIONS

At this time it is anticipated as evidenced in the Findings included with this report that the use of a PLA may result in reduced costs and fewer schedule delays in the construction of the Judy K. Souza Operations Building and Bus Parking Facility.

V. ATTACHMENTS

Attachment A: Executive Order 13502

Attachment B: Proposed PLA

Attachment A

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release
February 6, 2009

EXECUTIVE ORDER 13502

USE OF PROJECT LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION PROJECTS

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 *et seq.*, and in order to promote the efficient administration and completion of Federal construction projects, it is hereby ordered that:

Section 1. Policy. (a) Large-scale construction projects pose special challenges to efficient and timely procurement by the Federal Government. Construction employers typically do not have a permanent workforce, which makes it difficult for them to predict labor costs when bidding on contracts and to ensure a steady supply of labor on contracts being performed. Challenges also arise due to the fact that construction projects typically involve multiple employers at a single location. A labor dispute involving one employer can delay the entire project. A lack of coordination among various employers, or uncertainty about the terms and conditions of employment of various groups of workers, can create frictions and disputes in the absence of an agreed-upon resolution mechanism. These problems threaten the efficient and timely completion of construction projects undertaken by Federal contractors. On larger projects, which are generally more complex and of longer duration, these problems tend to be more pronounced.

(b) The use of a project labor agreement may prevent these problems from developing by providing structure and stability to large-scale construction projects, thereby promoting the efficient and expeditious completion of Federal construction contracts. Accordingly, it is the policy of the Federal Government to encourage executive agencies to consider requiring the use of project labor agreements in connection with large-scale construction projects in order to promote economy and efficiency in Federal procurement.

Sec. 2. Definitions.

(a) The term "labor organization" as used in this order means a labor organization as defined in 29 U.S.C. 152(5).

(b) The term "construction" as used in this order means construction, rehabilitation, alteration, conversion, extension, repair, or improvement of buildings, highways, or other real property.

(c) The term "large-scale construction project" as used in this order means a construction project where the total cost to the Federal Government is \$25 million or more.

(d) The term "executive agency" as used in this order has the same meaning as in 5 U.S.C. 105, but excludes the Government Accountability Office.

(e) The term "project labor agreement" as used in this order means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

Sec. 3. (a) In awarding any contract in connection with a large-scale construction project, or obligating funds pursuant to such a contract, executive agencies may, on a project-by-project basis, require the use of a project labor agreement by a contractor where use of such an agreement will (i) advance the Federal Government's interest in achieving economy and efficiency in Federal procurement, producing labor-management stability, and ensuring compliance with laws and regulations governing safety and health,

equal employment opportunity, labor and employment standards, and other matters, and (ii) be consistent with law.

(b) If an executive agency determines under subsection (a) that the use of a project labor agreement will satisfy the criteria in clauses (i) and (ii) of that subsection, the agency may, if appropriate, require that every contractor or subcontractor on the project agree, for that project, to negotiate or become a party to a project labor agreement with one or more appropriate labor organizations.

Sec. 4. Any project labor agreement reached pursuant to this order shall:

(a) bind all contractors and subcontractors on the construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents;

(b) allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(c) contain guarantees against strikes, lockouts, and similar job disruptions;

(d) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the project labor agreement;

(e) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health;

and

(f) fully conform to all statutes, regulations, and Executive Orders.

Sec. 5. This order does not require an executive agency to use a project labor agreement on any construction project, nor does it preclude the use of a project labor agreement in circumstances not covered by this order, including leasehold arrangements and projects receiving Federal financial assistance. This order also does not require contractors or subcontractors to enter into a project labor agreement with any particular labor organization.

Sec. 6. Within 120 days of the date of this order, the Federal Acquisition Regulatory Council (FAR Council), to the extent permitted by law, shall take whatever action is required to amend the Federal Acquisition Regulation to implement the provisions of this order.

Sec. 7. The Director of OMB, in consultation with the Secretary of Labor and with other officials as appropriate, shall provide the President within 180 days of this order, recommendations about whether broader use of project labor agreements, with respect to both construction projects undertaken under Federal contracts and construction projects receiving Federal financial assistance, would help to promote the economical, efficient, and timely completion of such projects.

Sec. 8. Revocation of Prior Orders, Rules, and Regulations. Executive Order 13202 of February 17, 2001, and Executive Order 13208 of April 6, 2001, are revoked. The heads of executive agencies shall, to the extent permitted by law, revoke expeditiously any orders, rules, or regulations implementing Executive Orders 13202 and 13208.

Sec. 9. Severability. If any provision of this order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected thereby.

Sec. 10. General. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) authority granted by law to an executive department, agency, or the head thereof; or

(ii) functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Sec. 11. Effective Date. This order shall be effective immediately and shall apply to all solicitations for contracts issued on or after the effective date of the action taken by the FAR Council under section 6 of this order.

BARACK OBAMA

THE WHITE HOUSE,

February 6, 2009.

Attachment B

**PROJECT LABOR AGREEMENT
FOR SANTA CRUZ METRO TRANSIT DISTRICT
METROBASE OPERATIONS BUILDING/BUS PARKING FACILITY
INTRODUCTION/FINDINGS**

The purpose of this Agreement is to promote efficiency of construction operations during Santa Cruz Metro Transit District's ("the District") MetroBase Operations Building/Bus Parking Facility Project (the Project") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Monterey/Santa Cruz Building and Construction Trades Council ("the Council") and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and

Attachment B

harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the District has the absolute right to select the lowest reliable and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.

1.2 “District” means the Santa Cruz Metro Transit District and its public employees, including managerial personnel.

1.3 “Contractor/Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the District or Project Manager or any of its contractors or

Attachment B

subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.

1.4 “Construction Contract” means the public works or improvement contracts awarded by the District after execution of this Agreement that are necessary to complete the Project.

1.5 “Project” means the construction of the new MetroBase Operations Building/Bus Parking Facility located at 1200 River Street in Santa Cruz, California. The MetroBase Operations Building/Bus Parking Facility consists of the projects as defined in Section 2.2 of this Agreement. The Project does not include any other District construction, including construction or renovation, if any, of existing District facilities.

1.6 “Union’ or “Unions” means the Monterey/Santa Cruz Building and Construction Trades Council, AFL-CIO (“the Council”) and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

1.7 “Project Manager” means the business entity designated by the District to oversee all phases of construction on the Project and is (**Name of Project Manager**).

1.8 “Master Agreement” means the Master Collective Bargaining Agreement of each craft union signatory hereto.

1.9 “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be on file with the District.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the District and all Contractors/Employers performing construction contracts on the Project including surveying and on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union and the Council and any other labor organization signatory to this

Attachment B

Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts identified by the District as part of the Project. **Attachment B**, attached to this Agreement and incorporated herein by reference, is a list of bid packages to be covered by this Agreement. For the purposes of this Agreement, the Project shall be considered completed upon filing of a Notice of Completion, or otherwise provided by applicable State law.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, on-site soils and material inspection and testing, and demolition of any existing structures, required to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all on-site fabrication work over which the Prime Contractor(s) or its Subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current “Master Agreement” or “Schedule A” Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill and/or mud shall be covered by the

Attachment B

terms and conditions of this Agreement.

2.4 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the master collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance Committee and the grievance arbitration procedure set forth herein.

2.5 Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work.

2.6 Exclusions

(1) The Agreement shall be limited to construction work on the Project.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are not included in the Project.

(3) The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

(4) This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

Attachment B

2.7 Award of Contracts: It is understood and agreed that the District and/or Contractor as appropriate have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Letter of Assent** in the form attached hereto as **Attachment A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities,

Attachment B

obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the District because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor/Employer on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll

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on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor/Employers on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract for work covered under this Agreement and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor/Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the project within seven (7) days after the effective date of the new or modified Master Agreement.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Council and involved local Union if a

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Union is alleged to be in violation.

(2) Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

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(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V

PRECONSTRUCTION CONFERENCE

5.1 A preconstruction conference shall be held prior to the commencement of each construction phase. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Project Manager.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground of or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS-Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before 8 days of cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

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7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII

REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

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ARTICLE IX

BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: The only recognized holidays on the Project shall be New Year's Day, Presidents' Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day After Thanksgiving and Christmas Day. If a holiday falls on a Saturday, it shall be recognized on the preceding Friday. If a holiday falls on a Sunday, it shall be recognized on the following Monday. Under no circumstances shall work be performed on

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Labor Day, except in the case of an emergency that could result in physical harm or destruction of property.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors/Employers' compliance with this Agreement.

ARTICLE XII

GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written

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agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable, to resolve the dispute within the five (5) business days after its referral to Step 1, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Barry Winogard
3. Mathew Goldberg
4. Robert Hirsch
5. Jeri-Lou Cossack

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The

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expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES:

NORTHERN CALIFORNIA PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the

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Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Monterey & Santa Cruz Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV

APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

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ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI

HELMETS TO HARDHATS

16.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVII

DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.

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ARTICLE XVIII TERM

SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX TERM

19.1 The Agreement shall be included as a condition of the award of construction contracts for the Project.

19.2 The Agreement shall continue in full force and effect until the completion of the Project.

SANTA CRUZ METRO TRANSIT DISTRICT

By _____ Date _____

MONTEREY/SANTA CRUZ BUILDING AND
CONSTRUCTION TRADES COUNCIL, AFL-CIO (COUNCIL)

By _____ Date _____

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SIGNATURE BLOCKS FOR UNIONS

THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, LOCAL LODGE 549

By: _____

Title: _____

BRICKLAYERS, TILESETTERS AND ALLIED
CRAFTWORKERS LOCAL 3

By: _____

Title: _____

DISTRICT COUNCIL 16 INTERNATIONAL UNION
OF PAINTERS AND ALLIED TRADES

On behalf of:
CARPET, LINOLEUM AND SOFT TILE
WORKERS, LOCAL 12; GLAZIERS, ARCHITECTURAL
METAL, AND GLASSWORKERS LOCAL UNION 1621;
PAINTERS & TAPERS LOCAL UNION 272

By: _____

Title: _____

INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS LOCAL 8

By: _____

Title: _____

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 234

By: _____

Title: _____

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HEAT & FROST INSULATORS & ALLIED
WORKERS LOCAL 16

By: _____

Title: _____

IRONWORKERS LOCAL UNION 377

By: _____

Title: _____

LABORERS LOCAL 270

By: _____

Title: _____

OPERATIVE PLASTERERS' AND CEMENT
MASONS' LOCAL UNION # 300 OF NORTHERN
CALIFORNIA

By: _____

Title: _____

OPERATING ENGINEERS LOCAL UNION NO. 3

By: _____

Title: _____

PLUMBERS AND STEAMFITTERS LOCAL 62

By: _____

Title: _____

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ROOFERS AND WATERPROOFERS
UNION LOCAL 95

By: _____

Title: _____

SHEET METAL WORKERS LOCAL UNION NO. 104

By: _____

Title: _____

ROAD SPRINKLER FITTERS LOCAL UNION 669

By: _____

Title: _____

GENERAL TEAMSTERS UNION LOCAL 912

By: _____

Title: _____

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL

By: _____

Title: _____

1/661857

Attachment B

**ATTACHMENT A
AGREED TO LETTER OF ASSENT**

[Date]

[Addressee]

[Address]

[City and State]

Re: Santa Cruz Metro Transit District, MetroBase Operations Building/Bus Parking Facility
Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Cruz Metro Transit District, MetroBase Operations Building/Bus Parking Facility Project, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Santa Cruz Metro Transit District, MetroBase Operations Building/Bus Parking Facility Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)

Attachment B

ATTACHMENT B: BID PACKAGES

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 11, 2012

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF IMPLEMENTING A HEALTHFUL FOOD ALTERNATIVE REQUIREMENT FOR VENDING MACHINES AND VENDORS AT ALL SANTA CRUZ METRO FACILITIES

I. RECOMMENDED ACTION

Discuss implementing a healthful food alternative requirement for vending machines and vendors at all Santa Cruz METRO Facilities and provide direction to Santa Cruz METRO staff

II. SUMMARY OF ISSUES

- At the February 24, 2012 Santa Cruz METRO Board of Directors regular meeting, Vice Chair Daniel Dodge facilitated a presentation by the Jovenes Sanos Group on healthy vending food choices for the Watsonville Transit Center Tenants. The group presented a video to raise awareness of Childhood Obesity and Diabetes and how Santa Cruz METRO could make a contribution through its policy decisions regarding the food products in its vending machines or sold by its vendors.
- Director Dodge indicated that he would support more healthy selections in vending machines at Santa Cruz METRO's transit centers. At the conclusion of the Jovenes Sanos Group presentation, the Board of Directors created a Task Force to review policies regarding this matter and make recommendations.
- According to the Centers for Disease Control and Prevention, approximately 17% (or 12.5 million) of children and adolescents in the United States aged 2-19 years are obese.

III. DISCUSSION

Santa Cruz METRO operates its transit services by and through four (4) transit centers located throughout Santa Cruz County: Pacific Station in downtown Santa Cruz, 920 Pacific Avenue, Santa Cruz, CA. 95060, Watsonville Transit Center, 475 Rodriguez Street, Watsonville, CA 95076, Bart Cavallero Transit Center, 246 Kings Village Drive, Scotts Valley, CA 95066, and Capitola Mall, 1855 41st Avenue, Capitola, CA 95010.

While no vending machines are located at the transit centers, Santa Cruz METRO does lease space at these transit centers to small businesses in order to provide various amenities for Santa Cruz METRO customers and the public. The menus of these vendors are set forth in Attachment A for your review and consideration. The Vendors' business type is set forth on the chart below:

Location	Name of Business	Types of Food Served
Pacific Station	Café' Lena	Café selling sandwiches, soups, various lunch items, ice cream and candy.
	Metro Market	Convenience store selling prepackaged food, including candy, soda, chips and cigarettes.
	New China Express	Chinese Food
	Santa Cruz Coffee Roasting Company	Coffee-to-go retail store.
	Taqueria El Dandy	Mexican food
Watsonville Transit Center	La Mancha	Sandwich Shop (selling hot dogs, sandwiches, sodas, tea, ice cream and juice).
	Jessica's Grocery	Convenience Store selling coffee and pre-packed food including candy, soda, chips, pastries, Mexican popsicles, cigarettes and lottery tickets.
	Taqueria Lidia	Authentic Oaxacan food, including mole, burritos, tamales, quesadillas, empanadas and sodas.
Bart Cavallero Transit Center	Café Amigo	Coffee, cappuccino, espresso drinks, hot and iced teas. Also serving hot and cold sandwiches, salads, hard boiled eggs, fresh fruit, pastries, protein bars and yogurt.

Further, Santa Cruz METRO has the majority of its employees working in four other locations: Administration Offices, 110 Vernon Street, Santa Cruz, CA 95060, Maintenance Facility, 138 Gulf Club Drive, Santa Cruz, Ca 95060, Operations Facility

1200 River Street, Santa Cruz, CA 95060, and ParaCruz Administration and Operations, 2880 Research Park Drive #160, Santa Cruz, CA, Soquel, CA. Each of these buildings contain vending machines which employees access on a regular basis. The vending machines at these facilities contain snack items and drinks, as listed below:

Office Location	Drinks Available	Snacks Available
Administration Building	Sodas, diet sodas, Glaceau Vitamin Waters, Water, Nestea Iced Tea, Powerade.	Chips, granola bars, nuts, crackers, cookies, candy and yogurt pretzels.
Maintenance Building	Sodas, diet soda, Glaceau Vitamin Water, Monster Energy Drink, Powerade	Chips, Pop-tarts, cookies, Rice Krispy Treats, candy, salted peanuts, granola bars, Fiber-One Bars, cinnamon rolls, Cup-O-Noodles.
Operations Facility	Sodas, diet soda, Nestea Iced Tea, Water.	Chips, Pop-tarts, Chex Mix, candy, granola bars, nuts, Fig Newton cookies, yogurt pretzels.
ParaCruz Facility	Sodas, diet sodas, Glaceau Vitamin Water, Powerade, Monster Energy Drink, water, Minute Maid Juice, V-8 Juice	Chips, Pork Rinds, Pop-tarts, crackers, candy, cookies, yogurt pretzels, granola bars, trail mix, Rice Krispy Treats.

On March 23, 2012, President Obama signed the health care reform legislation into law. Section 4205 of the Patient Protection and Affordable Care Act of 2010 requires restaurants and retail food establishments with 20 or more locations to list calorie content information for standard menu items on restaurant menus, and menu boards, including drive-thru menu boards. The Act also requires that other nutritional information (i.e, calories, fat, saturated fat, sodium, sugars, fiber, etc.) has to be made available upon request. In addition, the Act covers vending machine operators who own or operate 20 or more vending machines to disclose calorie content for certain items. Basically, for items of food sold from a vending machine that does not permit a prospective purchaser to examine the Nutrition Facts Panel before purchasing the item, the vending machine operator must disclose the number of calories for the item of food. The Food and Drug Administration (FDA) believes that providing calorie disclosures for food sold from vending machines will assist consumers in making healthier dietary choices. Vending

machine operators with less than 20 vending machines who are not subject to the Affordable Care Act can elect to voluntarily register with the FDA to become subject to the Federal requirements (See Attachment B – *U.S. Department of Health and Human Services Frequently Asked Questions*).

While the relationship between obesity and poor dietary choices is multi-faceted, according to the American Journal of Public Health, there is general agreement that a reduction in excess calories is helpful in preventing or delaying the onset of excess weight gain.¹ Vending machines are a likely source of high-calorie, high-fat snacks, as well as some high-calorie meal items. Fitness Magazine recently published an article entitled “10 Healthy and 10 Terrible! Vending Machine Snacks” (Attachment C).² The article includes the calories, fat, saturated fat, fiber and sugars in these “healthy” and “terrible” snack foods.

Several counties, cities, parks and recreation departments and transit agencies (e.g., Chicago Park District, San Diego Dept. of Parks and Recreation, Seattle Parks Dept., and MBTA in Boston) are moving toward healthy vending machines that offer low-fat, low-calorie, high protein and/or low-carbohydrate choices in place of high-sugar, high-fat, high-calorie “junk food”. The Centers for Disease Control and Prevention estimate that about 17% of children and adolescents age 2-19 years of age are obese.³

In 2006, the County of San Diego Department of Parks and Recreation adopted a *Healthy Vending Machine Policy* (Attachment D). The policy specifies that 100% of the food and beverages sold in vending machines in recreation centers and sports facilities, and 50% of the food and beverages sold in vending machines in parks and open space meet the specific nutritional standards.

In 2009, the Monterey County Board of Supervisors adopted a *Healthy Vending Machine Policy* (Attachment E) in order to provide nutritional beverages and snacks to County employees and County residents who visit County facilities. The Board believed it to be in the best interest of the health of their employees.

On April 30, 2012, Santa Cruz METRO staff sent letters out to all transit center tenants asking for their feedback on this matter. Staff also extended an invitation to the tenants to attend the May 11, 2012 Board meeting in order to participate in the discussion.

IV. FINANCIAL CONSIDERATIONS

At this time there are no financial considerations.

¹ French, S.A., R.W. Jeffrey, M. Story, P. Hannan, and P. Snyder. “A Pricing Strategy to Promote Low-Fat Snack Choices through Vending Machines”. American Journal of Public Health, 87: 849-851, 1997.

² Sole-Smith, Virginia. “10 Healthy (and 10 Terrible!) Vending Machine Snacks”. Fitness Magazine, January 31, 2012.

³ Centers for Disease Control and Prevention website, <http://www.cdc.gov/obesity/childhood/data.html>

V. ATTACHMENTS

- Attachment A:** Menus of current vendors at Santa Cruz METRO transit centers
- Attachment B:** U.S. Department of Health and Human Services Frequently Asked Questions
- Attachment C:** 10 Healthy (and 10 Terrible!) Vending Machine Snacks
- Attachment D:** *Healthy Vending Machine Policy* from the County of San Diego Department of Parks and Recreation
- Attachment E:** County of Monterey '*Healthy*' Vending Machine Policy

Rickie-Ann Kegley, Paralegal, assisted in the preparation of this report.

Date Report Finalized: May 4, 2012

Café Lena

920 Pacific Avenue Ste# 11 Phone/ Fax # (831) 425-5362

Sandwiches / Bagels

Turkey & Cheese	\$5 99
Turkey & Bacon	\$5 99
Turkey & Ham	\$5 99
B L T	\$5 49
Genoa Salami	\$5 99
Albacore Tuna	\$5 49
Greens and Cheese	\$4 99
Bagel & C/ Cheese	\$1 99

Sliced Breads:

White
Seeded Wheat
Sourdough
Cheeses:
Swiss
Pepper Jack
Cheddar

Bagels:

Plain
Onion & Grains
Parmesan Cheese
Sesame
Raisin
Wheat

Toppings:

Lettuce
Onions
Pickles
Cucumber
Mayonnaise
Mustard
Cream cheese

Extra Toppings:

Artichoke Heart
Basil Pesto
Sun dried Tomatoes
Avocado

Salads \$5.75

Greek Salad w/ Creamy Greek Dressing
Mediterranean Chicken Salad w/ Feta Vinaigrette
Cucumber & Tomato salad w/ creamy Greek Dressing
Avocado & Green Salad

Tuna Salad

Chinese Chicken Salad

Other Salad Dressing Available: Caesar, Italian, Oriental, and Ranch

Homemade Soup \$3.99 12oz \$7.99 quart

Minestrone

Chicken Noodle

Persian Herb & Noodle

Creamy Barley w/ Chicken

Soups varies daily

Muffins: \$1.75

Frosted Carrot

Raisin Bran

Banana Nut

Blueberry

Almond Poppy Seed

Meal Deal:

Sandwich, Side of Potato Salad

Or Fruit Salad Plus Soda \$8.99

Hot Drinks:

Mocha, chai, Latte	16oz	\$3.25
Cappuccino	Double	\$3.00
Espresso	Double	\$2.00
Hot Chocolate	16oz	\$2.75
Herbal Tea	16oz	\$1.75
Coffee	16oz	\$1.62

Bottled Drinks: \$1.50- \$2.25

Nantuket

Jones

Izze

Sparkling Water

Water

Cold Blended Drinks:

Frappe (White or Cocoa)	16oz	\$3.75
Blended Mocha	16oz	\$3.75
Blended Latte	16oz	\$3.75
Café Gelace!	16oz	\$3.99
(Crystal Coffee w/ Vanilla Ice Cream)		

Smoothies: 16oz \$3.75

Strawberry
Strawberry Banana
Raspberry
Very Berry
Blueberry Mango
Orange Mango

Shakes: 16oz \$3.75

Vanilla
Chocolate
Pumpkin
Orange
Raspberry
Strawberry & more

Novelties:

Marianne's Ice Cream single	\$2 50	Double	\$3 85
Double Chocolate Fudge	\$3.00	lb	
Salt Water Taffy	\$2.00	lb	
Jelly Belly	\$2.00	lb	
Gummies & Liquorish	\$2.00	lb	

Free Delivery Monday – Friday between 11:30 – 1:30 with Minimum Order of \$10.00. PleaseFax or call your order before 10:30 a.m.

Additional items to menu

Breakfast

organic oatmeal	M 4.00	L 6.00
Bagel & cream cheese	2.00	
Cereal & Milk	3.00	

sandwiches	5.00
------------	------

Vegetarian

Hummus	
Veggie & Avocado	
Eggplant kuku	

Regular

Martadela
Grill chicken
Albacore Tuna
Turkey & Avocado
chicken patty

Salads	4.00
green salad	
chicken Breast salad	5.00
Tuna salad	5.00
Egg salad	4.00
cucumber salad	4.00
pastr salad	4.00

BBQ

chicken Breast Kabab	5.00
Ground beef kabob	4.00
Tuna Veggie kabob	4.00
BBQ Tomato	3.00
Basmati Saffron rice	3.00

Dear Peggy,

Date: Aug/27/07

These are additional items to my menu.

Soup:

Oat soup
tomato soup
green soup
Potato soup
broccoli soup

Salads:

chicken potato
chicken
All green
Turkey & Ham

Sandwiches: (Italian style)

Panini or cold

Just green

Ham & cheese

Turkey & cheese

Ham & egg

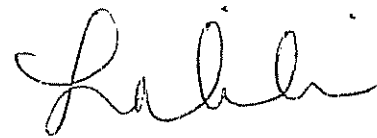
Salami & cheese

Frittata

Bagel sandwich

Best regards,

Fari Salili



面 / 飯 RICE, NOODLE, AND CHOW MEIN

130 蔥油拌麵	DRY NOODLE WITH FRIED GREEN ONION	3.95
131 上海炒麵	SHANGHAI CHOW MEIN	4.95
132 牛肉炒麵 / 麵	BEEF FRIED RICE OR CHOW MEIN	4.95
133 雞丁炒麵 / 麵	CHICKEN FRIED RICE OR CHOW MEIN	4.95
134 蝦仁炒麵 / 麵	SHRIMP FRIED RICE OR CHOW MEIN	5.95
135 揚州炒麵 / 麵	YANG CHOW FRIED RICE OR CHOW MEIN	5.95
136 招牌兩面黃	HOUSE SPECIAL PAN FRIED NOODLE	5.95
137 蝦仁兩面黃	SHRIMP PAN FRIED NOODLE	5.95
138 滑雞兩面黃	SEAFOOD PAN FRIED NOODLE	5.95
139 牛肉兩面黃	BEEF PAN FRIED NOODLE	5.95
140 雞肉兩面黃	CHICKEN PAN FRIED NOODLE	5.95
* 141 炸醬麵	ZA JIAN NOODLE	4.95
142 雞丁麵	CHICKEN AND BOK CHOY NOODLE SOUP	4.95
* 143 紅燒牛肉麵	BEEF STEW NOODLE SOUP	4.95
144 當菜肉絲麵	COOKED NOODLE WITH SALTED VEGETABLE AND PORK	4.95
* 145 八寶辣醬麵	ASSORTED HOT SAUCE NOODLE SOUP	5.95
146 海鮮湯麵	MIXED SEAFOOD NOODLE SOUP	5.95
147 蝦仁湯麵	SHRIMP AND BLACK MUSHROOM NOODLE SOUP	5.95
148 鱈魚麵	FRIED FILLET NOODLE IN SOUP	5.95
149 鱈魚麵	SMOKED FISH NOODLE IN SOUP	5.95
150 大排湯麵	FRIED PORK CHOP WITH NOODLE SOUP	5.95
151 當菜肉絲麵	PRESERVED CABBAGE RICE CAKE SOUP	4.95
152 當菜肉絲炒平飯	PRESERVED VEGETABLE AND PORK RICE CAKE	4.95
153 上海炒平飯	SHANGHAI RICE CAKE	4.95
154 當菜炒平飯	JIZAI FRIED RICE CAKE	5.95
155 上海菜肉飯	SHANGHAI VEGETABLE RICE SOUP	4.95
156 上海菜肉飯	SHANGHAI VEGETABLE RICE	4.95
157 上海排骨飯	SHANGHAI FRIED RICE WITH PORK CHOP	5.95
158 上海排骨飯	SHANGHAI FRIED RICE WITH BEAN CURD	5.95

* Hot & Spicy



SPECIAL LUNCH MENU

(Mon. - Fri. 11:30 am - 3:00 pm.)

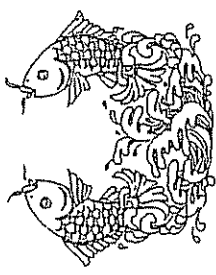
Served with free soup of the day & steam rice. Except holidays.

特價午餐

1 宮保雞丁	KUNG PAO CHICKEN	4.95
2 鹽菜雞片	CHICKEN WITH CASHEW	4.95
3 菜膽雞片	CHICKEN WITH BROCCOLI	4.95
4 紅燒豆腐	TOFU IN BROWN SAUCE	4.95
5 鹽菜豆腐	HOT & SPICY TOFU	4.95
6 魚香茄子	HOT & SPICY EGGPLANT	4.95
7 乾扁牛肉	DRY SAUTEED STRING BEANS	4.95
8 芥蘭炒牛肉	BEEF WITH BROCCOLI	4.95
9 炒麵	SAUTEED SPINACH	4.95
10 回鍋肉	PORK RE-COOKED IN CHILI SAUCE	4.95
11 鹽菜牛肉	KUNG PAO BEEF	4.95
12 當菜牛肉	BEEF WITH GREEN ONION	4.95
13 香酥牛肉	BEEF WITH GREEN PEPPER	4.95
14 左宗雞	DICED CHICKEN WITH GARLIC AND CHILI PEPPER	4.95
15 香酥雞	PEKING SPARERIBS	4.95
16 香酥雞	GREEN CABBAGE WITH BLACK MUSHROOMS	4.95
17 上海小炒	PORK CHOPS WITH SWEET & SOUR SAUCE	4.95
18 當菜團瓜	HOUSE SPECIAL BEAN CURD IN CASSEROLE	4.95
19 香脆炒肉絲	SHREDDED PORK WITH DRY BEAN CURD	4.95
20 當菜百葉毛豆	PRESERVED VEGETABLE AND BEAN CURD SHEET W/ BEANS	4.95
21 芥蘭蝦仁	SHRIMP WITH BROCCOLI	5.95
22 蝦仁豆腐	SAUTEED SHRIMP WITH BEAN CURD	5.95
23 蝦仁炒蛋	SHRIMP WITH EGGS	5.95
24 魚香蝦仁	SHRIMP IN SECHUAN SAUCE	5.95
25 當菜扣肉	PORK WITH PRESERVED VEGETABLES	5.95
26 糖醋魚片	FISH FILLET IN SECHUAN SAUCE	5.95
27 鹽菜魚片	FILLET FISH IN SWEET AND SOUR SAUCE	5.95
28 鹽菜魚片	FISH FILLET IN HOT BEAN SAUCE	5.95
29 鹽菜魚片	PORK BALL WITH BROWN SAUCE	5.95
30 紅燒獅子頭	PORK BALL WITH BROWN SAUCE	5.95

* Hot & Spicy

新榮華中國快餐
New China Express



新榮華中國快餐
New China Express

FOOD TO GO & CATERING

BUSINESS HOURS

Monday - Friday: 10:00 am - 9:00 pm

Saturday: 11:00 am - 9:00 pm

Sunday: 1:00 pm - 9:00 pm

920 Pacific Avenue, #12
Santa Cruz, CA 95060

TEL: (831) 425-2688



1	冷盤	白	菜	CHINESE CABBAGE IN SWEET & SOUR CHILI SAUCE	1.95	57	蝦	炒	蛋	SHRIMPS WITH EGG	8.95
2	2	辣	菜	SHANGHAI SMOKED FISH	3.95	58	蝦	炒	蝦	KUNG PAO SHRIMP	8.95
3	3	水	肉	CHING-CHANG CURED PORK	3.95	VEGETABLES					
4	4	水	肉	FOUR HAPPINESS BEAN CURD	3.95	59	菜	粉	皮	VERMICELLI PIECES WITH SALTED VEGETABLE	5.95
5	5	水	鴨	DUCK WITH SPECIAL SALT SAUCE	3.95	60	菜	粉	皮	EGGPLANT WITH BROWN SAUCE	5.95
6	6	水	鴨	SALTED DUCK GIZZARD	3.95	61	菜	粉	皮	BABY BOK CHOY WITH BLACK MUSHROOM	5.95
7	7	水	鴨	FRIED SEA SHRIMPS	4.95	62	菜	粉	皮	BEAN CURD WITH MUSHROOM & MEAT	5.95
8	8	水	鴨	2.95 虎皮蒜茸豆腐	3.95	63	菜	粉	皮	SZECHUAN BEAN CURD WITH MEAT	5.95
9	9	水	鴨	3.95 虎皮蒜茸豆腐	3.95	64	菜	粉	皮	CHILI FRIED POTATO SLICE	6.95
湯羹類											
10	10	雞	菜	CHICKEN & SWEET CORN SOUP	3.95	65	菜	粉	皮	SALTED VEGETABLES, GREEN BEAN W/ DRIED BEAN LEAF	6.95
11	11	牛	菜	WEST LAKE STYLE BEEF SOUP	3.95	66	菜	粉	皮	BRAISED BAMBOO SHOOTS	6.95
12	12	豆	腐	FRIED BEAN CURD WITH VERMICELLI SOUP	3.95	67	菜	粉	皮	DRIED SHRIMP WITH NAPA CABBAGE	6.95
13	13	行	菜	PRESERVED VEGETABLE WITH PORK & EGG SOUP	3.95	68	菜	粉	皮	MIXED VEGETABLES	6.95
14	14	雞	菜	HOT & SOUR SOUP	3.95	69	菜	粉	皮	SAUTEED STRING BEANS WITH MEAT	6.95
15	15	梅	菜	FRIED DOUGH & BEAN CURD TRIPE SOUP	4.95	70	菜	粉	皮	CHINESE SQUASH WITH DRIED SHRIMP	7.95
16	16	梅	菜	ASSORTED SEAFOOD WITH BEAN CURD SOUP	4.95	71	菜	粉	皮	CHINESE SQUASH WITH BEAN	7.95
17	17	菜	瓜	PORK SLICE & BEAN CURD SOUP	4.95	72	菜	粉	皮	WHEAT GLUTEN WITH CHINESE SQUASH	7.95
18	18	大	瓜	HAM WITH WINTER MELON SOUP	4.95	73	菜	粉	皮	GREEN CABBAGE WITH WHEAT GLUTEN	7.95
19	19	海	菜	SEA CUCUMBER WITH YELLOW FISH SOUP	5.95	74	菜	粉	皮	BRAISED SPECIAL BEAN CURD	7.95
20	20	海	菜	YELLOW FISH SOUP WITH PICKLED CABBAGE	6.95	魚類					
雞鴨類											
21	21	香	雞	CHICKEN IN BROWN SAUCE	5.95	FISH					
22	22	香	雞	KUNG PAO CHICKEN	5.95	64	青	魚	尾	BRAISED FISH TAIL	12.95
23	23	香	雞	CHICKEN WITH CASHW NUT	5.95	65	青	魚	尾	ROASTED FISH WITH GREEN ONION	12.95
24	24	香	雞	CHICKEN WITH SNOW PEAS	5.95	66	青	魚	尾	ROASTED FISH IN SHANGHAI STYLE	11.95
25	25	香	雞	CHICKEN WITH CURRY SAUCE	5.95	67	青	魚	尾	EEL WITH LEEK	10.95
26	26	香	雞	CHICKEN WITH FRESH BROCCOLI	6.95	68	青	魚	尾	FISH FILET IN HOT BEAN SAUCE	10.95
27	27	香	雞	CHICKEN IN HOT GARLIC SAUCE	6.95	69	青	魚	尾	FISH FILET IN WINE SAUCE	9.95
28	28	香	雞	SWEET & SOUR CHICKEN	6.95	70	青	魚	尾	FISH FILET IN HOT BEAN SAUCE	8.50
29	29	香	雞	CHICKEN WITH PEPPER & SALT	6.95	71	青	魚	尾	FISH FILET IN HOT GARLIC SAUCE	8.50
30	30	香	雞	THREE CUP CHICKEN	6.95	72	青	魚	尾	SAUTEED FISH FILLET	8.50
31	31	香	雞	GENERAL CHICKEN	6.95	73	青	魚	尾	DICED FISH FILLET WITH PRESERVED VEGETABLES	8.50
牛肉類											
32	32	香	牛	KUNG PAO BEEF	6.95	74	青	魚	尾	FILLET FISH IN SWEET AND SOUR SAUCE	8.50
33	33	香	牛	BEEF WITH GREEN PEPPER	6.95	75	青	魚	尾	KUNG PAO FISH FILLET	8.50
34	34	香	牛	BEEF WITH BROCCOLI	6.95	76	青	魚	尾	SMALL YELLOW FISH IN SWEET & SOUR SAUCE	7.95
35	35	香	牛	BEEF WITH SNOW PEAS	6.95	海鮮類					
36	36	香	牛	SATAY BEEF	6.95	78	蝦	干	半	SEA CUCUMBER WITH SHRIMPS SEEDS	12.95
37	37	香	牛	BEEF WITH ONYX SAUCE	6.95	79	蝦	干	半	SEA CUCUMBER IN BROWN SAUCE	10.95
38	38	香	牛	BEEF WITH GREEN ONIONS	6.95	80	蝦	干	半	SAUTEED SHRIMPS	10.95
39	39	香	牛	BEEF WITH CASHW NUTS	6.95	81	蝦	干	半	SHRIMPS WITH HOT PEPPER AND SALT	8.95
40	40	香	牛	KUNG PAO BEEF AND CHICKEN AND SHRIMP	7.95	82	蝦	干	半	SHRIMPS WITH SNOW PEAS	8.95
41	41	香	牛		6.95	83	蝦	干	半	SHRIMPS WITH BROCCOLI	8.95
42	42	香	牛		6.95	84	蝦	干	半	SHRIMPS WITH GARLIC SAUCE	8.95
43	43	香	牛		6.95	85	蝦	干	半	SHRIMPS WITH CASHEW NUTS	8.95
44	44	香	牛		6.95	86	蝦	干	半	SHRIMPS WITH CORN	8.95
上海點心											
SHANGHAI DIM SUM											
119	119	蔥	油	餅	ONION PAN CAKE	1.95	HOT POT				1.95
120	120	蔥	油	餅	CHINESE SLICED ROLL	3.95					
121	121	上海	小	籠	包	SHANGHAI STEAM DUMPLING (6)					3.95
122	122	酒	釀	湯	圓	WINE RICE BALL SOUP					3.95
123	123	菜	菜	包	JIZAI WONTON SOUP (10)	4.95					
124	124	菜	菜	包	EIGHT TREASURE RICE	4.95					
125	125	菜	菜	包	VEGETABLE BUN(6)	4.95					
126	126	菜	菜	包	POT STICKER (8)	4.95					
127	127	菜	菜	包		4.95					
128	128	菜	菜	包		4.95					
129	129	菜	菜	包		4.95					
130	130	菜	菜	包		4.95					
131	131	菜	菜	包		4.95					
132	132	菜	菜	包		4.95					
133	133	菜	菜	包		4.95					

BURRITOS:

- Super burrito** \$5.00
Meat choice-rice-refried beans Sour cream
Guacamole-cabbage-onion-cilantro.
- Regular Burrito** \$4.00
Meat choice-rice-refried beans
Cabbage-onion & cilantro.
- Bean Burrito** \$3.50
Beans-rice-cheese
- Chile Relleno Burrito** \$5.00
- Burrito de shrimps** \$5.00
- Jumbo Burrito** \$6.00
- Super Burrito Shrimps** \$8.00

TACOS

- Super Taco** \$3.00
Meat -cabbage-cilantro- onion Guacamole-
- Regular tacos** \$1.75
Meat Choices-Cilantro-onion-~~Guacamole~~
cabbage-union-cilantro.
- ~~Super Fish Taco~~ \$3.00
- *Potatoes: potatoes & onion \$1.75

QUESADILLAS:

- Sea & Land** \$5.50
Steak-shrimp-cheese-tomatoes- jalapeños
- Sincronizada** \$5.50
Ham-cheese-jalapeños-tomatoes-onion-mayonnaise.
- Regular Quesadilla** \$5.00
Meat -cheese.
- Shrimp -jalapeño-tomateos-cheese** \$5.50
- Regular Quesadilla** \$3.00
Cheese only.

TOSTADAS

- CEVICHE TOSTADA** \$3.00

*

TORTAS

- Torta Cubana** \$6.00
Steak-ham-chorizo-Winnies-cheese
Jalapeños -onion & mayonnaise.
- Torta Regular** \$4.50
Meat choice-refried beans-cabbage-cilantro & onion.
- Torta Vegetarian** \$4.50
Cheese-rice-refried beans-sour cream-
lettuce-cilantro & onions.
- Torta Ham** \$4.50
Ham-tomatoes- jalapeños -onion - mayonnaise-lettuce
- Torta Chorizo** \$4.50
Chorizo-tomatoes- jalapeños & onion.
- Torta Suiza** \$5.25
& onion Marinated shrimp-onion-tomatoes-cilantro

.M

TOSTADA VEGGIE

- Refried beans-rice-cheese-guacamole-sour cream \$ 3.00

PLATES

- Carnitas plate** \$6.00
Carnitas-Refried beans-Pico de Gallo-Jalapeños.
- Enchiladas Plate** \$6.00
2 Enchiladas(chicken or cheese)-salsa ranchera
Refried beans-rice-sour cream-cheese-onion-cabbage.
- Chile Relleno plate** \$6.00
1 Chile relleno-refried beans-rice & tortillas
- Tamales plate** \$6.00
2 tamales-refried beans-rice-sour cream-cabbages
Carnitas-refried beans-rice-salsa fresca & tortillas

MENU

TADOK - hot dogs

AGUAFRESCA

TOSTADAS

SODAS

TORTAS Sandwiches

NIVE Ice cream

JUGOS JUICE

Handwritten notes at the top right of the page, partially obscured.

MENU

PRICE

TACOS Make Hand corn tortilla \$1⁵⁰

BURRITOS (Flour Tortilla) \$3⁵⁰

QUESADILLAS

Azada Beef

Mole con pollo Chicken Mole

Pollo en Chile verde Chicken green

Lengua Tongue

Costillas con Nopales Pork Ribs & cactus leaf

Vegetarian Vegetarian

Chicharron Pork chicharron

BREAKFAST

BURRITOS

Handwritten list of breakfast items including items like "Chorizo", "Nopales", and "Queso".

Handwritten list of burrito items including items like "Chorizo", "Nopales", and "Queso".



Café Amigo

Cappuccino

Our rich espresso poured with steamed milk and marbled to absolute perfection.

Espresso

Freshly ground and pulled, a straight shot of freshest espresso.

Caffè con dulce crema

A shot of rich espresso with a topping of delicious whipped cream.

Caffè Macchiato

A shot of rich espresso marked with a dollop of foam.

Caffè Americano

Freshly-pulled espresso shots and hot water.

Caffè Latte

Our rich espresso topped with steamed milk and a layer of foam.

Fresh brew coffee daily

We also have all types of hot teas and ice tea.

ATTACHMENT A

Ice cold drinks:

Bottles of waters many different brands.
Sport drinks.
Sodas.

Cold and hot sandwiches.
Fresh salads.
Hard boiled eggs.
Fresh assorted fruits.

We also have:
Soups, Pastries, yogurts, protein bars, nachos

Travel mugs, coffee mugs, t shirts, etc..



U.S. Food & Drug Administration

Food



Home Food Guidance, Compliance & Regulatory Information Guidance Documents

Guidance for Industry: Questions and Answers Regarding the Effect of Section 4205 of the Patient Protection and Affordable Care Act of 2010 on State and Local Menu and Vending Machine Labeling Laws

Contains Nonbinding Recommendations

August 2010

Additional copies are available from:

Office of Nutrition, Labeling and Dietary Supplements HFS-820

Center for Food Safety and Applied Nutrition

Food and Drug Administration

5100 Paint Branch Parkway

College Park, MD 20740

(Tel) 301-436-2371 (Updated phone: 240-402-2371)

<http://www.fda.gov/FoodGuidances>

You may submit written or electronic comments regarding this guidance at any time. Submit written comments on the guidance to the Division of Dockets Management (HFA-305), Food and Drug Administration, 5630 Fishers Lane, rm. 1061, Rockville, MD 20852. Submit electronic comments to <http://www.regulations.gov>¹. All comments should be identified with the docket number listed in the notice of availability that publishes in the *Federal Register*.

U.S. Department of Health and Human Services
Food and Drug Administration
Center for Food Safety and Applied Nutrition
August 2010

Contains Nonbinding Recommendations

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- I. Introduction
- II. Questions and Answers
 - A. General
 - B. Effective Date and Compliance
 - C. Effect of Section 4205 on State and Local Nutrition Labeling Requirements for Restaurants, Similar Retail Food Establishments, and Vending Machine Operators

Contains Nonbinding Recommendations

Guidance for Industry¹

Questions and Answers Regarding the Effect of Section 4205 of the Patient Protection and Affordable Care Act of 2010 on State and Local Menu and Vending Machine Labeling Laws

This guidance represents the Food and Drug Administration's (FDA's) current thinking on this topic. It does not create or confer any rights for or on any person and does not operate to bind FDA or the public. You can use an alternative approach if such approach satisfies the requirements of the applicable statutes and regulations. If you wish to discuss an alternative approach, contact the FDA staff responsible for implementing this guidance. If you cannot identify the appropriate FDA staff, call the telephone number listed on the title page of this guidance.

I. Introduction

The Food and Drug Administration (FDA) is issuing these Questions and Answers as a guide for industry and State and local governments affected by the enactment of section 4205 of the Patient Protection and Affordable Care Act of 2010 ("Affordable Care Act"), which was signed into law on March 23, 2010. Section 4205 establishes requirements for nutrition labeling of standard menu items for chain restaurants, similar retail food establishments, and chain vending machine operators.

FDA's guidance documents, including this guidance, do not establish legally enforceable responsibilities. Instead, guidances describe the Agency's current thinking on a topic and should be viewed only as recommendations, unless specific regulatory or statutory requirements are cited. The use

of the word *should* in Agency guidances means that something is suggested or recommended, but not required

FDA is issuing this guidance to: (1) ensure that industry and State and local governments understand the immediate effects of the law; and (2) clarify section 4205's effect on State and local menu and vending machine labeling laws. Additional Questions and Answers regarding the implementation of section 4205 are given in the draft guidance entitled "Guidance for Industry: Questions and Answers Regarding Implementation of the Menu Labeling Provisions of Section 4205 of the Patient Protection and Affordability Care Act of 2010" and in the Federal Register notice entitled "Voluntary Registration by Authorized Officials of Non-Covered Retail Food Establishments and Vending Machine Operators Electing To Be Subject to the Menu and Vending Machine Labeling Requirements Established by the Patient Protection and Affordable Care Act of 2010," 75 *Federal Register* 43182 (July 23, 2010).

II. Questions and Answers

A. General

1. What is the effect of section 4205 of the Affordable Care Act?

Section 4205 of the Affordable Care Act amends section 403(q) of the Federal Food, Drug, and Cosmetic Act (FFDCA), which governs nutrition labeling requirements, and section 403A of the FFDCA, which governs federal preemption of State and local food labeling requirements.

2. What are the basic requirements of section 4205 of the Affordable Care Act for foods that are standard menu items sold in restaurants or similar retail food establishments with 20 or more locations doing business under the same name and offering for sale substantially the same menu items (hereinafter "chain retail food establishments")?

The following information must be provided for standard menu items that are sold in chain retail food establishments:

- The number of calories in each standard menu item on a menu or menu board (the calorie disclosure must be "clearly associated with" and "adjacent to" the name of the standard menu item),
- A statement on the menu or menu board that puts the calorie information in the context of a recommended total daily caloric intake,
- Additional nutrition information for standard menu items in written form ("written nutrition information"), which must be made available to consumers upon request,
- A "prominent, clear, and conspicuous" statement on the menu or menu board regarding the availability of the written nutrition information, and
- The number of calories (per item or per serving) adjacent to self-service food and food on display. These foods include food sold at salad bars, buffet lines, cafeteria lines or similar self-service facilities and self-service beverages and food on display that is visible to consumers

3. What are the basic requirements of section 4205 of the Affordable Care Act for food sold from vending machines operated by persons who own or operate 20 or more vending machines (hereinafter "chain vending machine operators")?

For food sold from a vending machine by a chain vending machine operator, where the purchaser cannot examine the Nutrition Facts Panel of the food before buying, or where the nutrition information is not otherwise visible at the point of purchase, the operator must put a sign close to each article of food or selection button disclosing the amount of calories in a clear and conspicuous manner.

B. Effective Date and Compliance

4. When does section 4205 of the Affordable Care Act go into effect?

Section 4205 of the Affordable Care Act became effective on the date the law was signed, March 23, 2010; however, some provisions depend on FDA to issue rules before they can be required.

5. Which menu and vending machine labeling provisions of section 4205 became requirements immediately upon enactment of the law?

For chain retail food establishments:

- Disclosing the number of calories in each standard menu item on menus and menu boards,
- Providing written nutrition information to consumers upon request,
- Providing a "prominent, clear, and conspicuous" statement on menus and menu boards about the availability of the written nutrition information, and
- Providing calorie information (per serving or per food item) for self-service items and food on display, on a sign adjacent to each food item

For chain vending machine operators:

- Providing a sign in close proximity to each article of food (or the selection button) that discloses the number of calories contained in the article, unless a prospective purchaser is able to examine the Nutrition Facts Panel before purchasing the article, or visible nutrition information is otherwise provided at the point of purchase.

6. Which provisions of section 4205 cannot be required until the regulations are final? The law specifies that FDA must establish:

- Requirements for a statement on the menu or menu board that puts the calorie information in the context of a total daily caloric intake.
- Standards for determining and disclosing the nutrient content for standard menu items that come in different flavors, varieties or combinations, but which are listed as a single menu item.

The law also allows FDA to issue regulations requiring chain retail food establishments to include additional nutrients, which were not initially required by the statute, in the written nutrition information, if FDA determines that such nutrients should be disclosed for the purpose of providing information to assist consumers in maintaining healthy dietary practices.

C. Effect of Section 4205 on State and Local Nutrition Labeling Requirements for Restaurants, Similar Retail Food Establishments, and Vending Machine Operators

7. What if my State or local government already has a law in effect on menu labeling?

Under section 4205, State and local governments cannot directly or indirectly impose any nutrition labeling requirements on chain retail food establishments that are not "identical to" requirements imposed by section 4205. In other words, State and local governments cannot directly or indirectly impose any nutrition labeling requirements that are different from, or not imposed by (or contained in) section 4205, or the related implementing regulations. State and local laws that are "identical to" the federal requirements are not preempted by section 4205.

Nutrition labeling for restaurants or similar retail food establishments that are not "chain retail food establishments," as the term is used in this guidance, will continue to be governed by State and local regulation, if applicable, unless those establishments elect to participate exclusively in the federal regulatory program (as explained in the answer to Question 9, below).

8. What effect does section 4205 have on any State and local food labeling requirements other than nutrition labeling, such as consumer advisories and allergen labeling?

None. Any State or local labeling requirements that do not involve nutrition labeling, such as any warning statements, consumer advisories, or allergen labeling concerning the safety of the food or component of the food are not affected by section 4205.

9. What if the law in effect in my State or locality regulates restaurants or similar retail food establishments with fewer than 20 locations, or vending machines operated by a person who owns or operates fewer than 20 vending machines?

Restaurants and similar retail establishments that are not chain retail food establishments as that term is used in this guidance could still be regulated under State and local nutrition labeling laws. However, these establishments will be able to elect to participate in the federal program by voluntarily registering every other year with FDA. Those restaurants and similar retail establishments that elect to participate in the federal program will not be subject to State or local nutrition labeling requirements unless these State or local requirements are identical to federal requirements. As required by the statute, FDA published a notice in the *Federal Register* specifying the terms of the voluntary registration process. See 75 *Federal Register* 43182 (July 23, 2010).

With respect to vending machines no State or locality may have a requirement that is not identical to the federal requirements. This is true regardless of how many vending machines the operator owns or operates.

10. Can States and localities that had their own nutrition labeling requirements prior to the enactment of the Affordable Care Act apply to be exempt from preemption?

Yes. FDA's regulations, at 21 C.F.R. 100.1, allow any State or locality to petition FDA for an exemption from preemption, and they describe the procedure for submitting a petition.

¹This guidance has been prepared by the Office of Nutrition, Labeling, and Dietary Supplements in the Center for Food Safety and Applied Nutrition at the U.S. Food and Drug Administration.

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10 Healthy (and 10 Terrible!) Vending Machine Snacks

Healthy Snacks	Unhealthy Snacks
Planters Sunflower Kernels (1/4 cup) 160 Calories 14g Fat 1.5 g Sat fat 4g Fiber	Drake's Apple Fruit Pie 440 Calories 27g Fat 7g Sat fat 8g Trans fat
Baked! Lays Original 210 Calories 3g Fat 0g Sat fat 2g Fiber	Austin Cheese Crackers w/Cheddar Cheese 210 Calories 10g Fat 2g Sat fat 4g Trans fat
Sun Chips Original 140 Calories 6g Fat 1g Sat fat 2g Fiber	Pop-Tarts Frosted Strawberry 420 Calories 10g Fat 2.5g Sat fat 40g Sugar
Snyder's of Hanover Mini Pretzels 110 Calories 0g Fat 0g Sat fat	Doritos 250 Calories 13g Fat 2.5g Sat fat 2g Fiber
Smartfood Reduced-Fat Popcorn 120 Calories 5g Fat 1g Sat fat 2g Fiber	Skittles 250 Calories 13g Fat 2.5g Sat fat
Peanut M&M's 250 Calories 13g Fat 5g Sat fat 2g Fiber	Cheez-It Baked Snack Crackers 160 Calories 8g Fat 2g Sat fat
Fig Newtons 190 Calories 0g Fat 0g Sat fat 2g Fiber	Ruffles Original 160 Calories 10g Fat 3g Sat fat
Nature Valley Granola Bar, Oats & Honey 180 Calories 6g Fat 0.5g Sat fat 2g Fiber	Cheetos Crunchy 160 Calories 10g Fat 1.5g Sat fat
Planters Honey Roasted Peanuts 160 Calories 13g Fat 1.5g Sat fat 6g Protein	Twix 280 Calories 14g Fat 11g Sat fat

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10 Healthy (and 10 Terrible!) Vending Machine Snacks

Healthy Snacks	Unhealthy Snacks
Quaker Chewy Low-Fat Granola Bar, Chocolate Chunk 110 Calories 2g Fat 0.5g Sat fat 1g Fiber	3 Musketeers 260 Calories 8g Fat 5g Sat fat 40g Sugar



Healthy Vending Machine Policy

County of San Diego Department of Parks and Recreation

Policy Overview

On March 23, 2006, the County of San Diego Department of Parks and Recreation adopted a healthy vending machine policy. The policy requires that food and beverages sold in vending machines located in all facilities under the jurisdictions of the department meet specified nutrition standards.

This policy specifies that 100% of the food and beverages sold in vending machines in recreation centers and sports facilities and 50% of the food and beverages sold in vending machines in parks and open space meet the following nutrition standards based on standards set by SB12 and SB 19. The policy also addresses advertising.

Beverages in each vending machine shall be:

- water
- non fat or 1% low fat milk (including soy or cow's milk, chocolate or other flavored milk not containing more than 15 grams of added sugar per 250 gram serving or 3 teaspoons sugar per 1 cup milk)
- 100% fruit/vegetable juice
- fruit-based drinks containing at least 50% juice and no added caloric sweeteners
- all other non-caloric beverages, including diet sodas
- sports drinks less than or equal to 100 calories
- no greater than 12 ounces except for water, with a preference for juices in small size portions (6 ounces)

Snacks/foods shall meet all the following criteria per individual package:

- not more than 250 calories
- not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
- not more than 10% of calories from saturated fat
- does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
- not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
- not more than 360 mg of sodium per serving

The policy also requires that at least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "low sodium" (less than 140 mg per serving). Further, the policy recommends that vending machine options contain items that include at least 2 grams of dietary fiber. In addition, the policy states that items that meet nutrition standards shall not be priced higher than the items that do not meet the standards.

Finally, the policy stipulates that advertising on vending machines shall include advertising only of beverages and foods that meet the nutrition standards.

The policy is available on the website of the Greater San Diego Recreation and Parks Coalition for Health and Wellness, www.goplaygetfit.com and on the San Diego Nutrition Network site at www.sdnonline.org.

Healthy Vending Machine Policy

Key Steps Undertaken to Get Policy Adopted

- In the summer of 2005, staff of the County of San Diego Department of Parks and Recreation (DPR) attended a summit sponsored by the National Parks and Recreation Association where the important role parks departments could play in combating childhood obesity was highlighted.
- In May of 2005 the San Diego Nutrition Network (SDNN) formed a vending machine policy subcommittee; DPR staff learned about the subcommittee and began attending the meetings.
- In the summer of 2005, the SDNN conducted a literature search of successfully implemented vending policies (see Vending Machine Toolbox Kit at www.sdnnonline.org).
- In the fall of 2005, DPR staff asked SDNN members with expertise in nutrition for information about healthy vending best practices and ideas about issues that might be included in a healthy vending policy.
- In January 2006, the San Diego County Board of Supervisors adopted a Childhood Obesity Action Plan, a plan which calls on government, business and schools to address childhood obesity.
- In the spring of 2006, DPR staff drafted a vending machine policy for DPR based on expertise from SDNN members, information from the SDNN literature search, and the standards of SB 12 and SB 19. DPR staff sought advice about specific nutrition standards, advertising limitations and pricing structures from the SDNN as it developed its policy.
- DPR staff presented the draft policy to the DPR Director; the director signed the policy in March 2006.
- After the policy was adopted DPR staff contacted vendors explaining that new policy must be implemented in spring 2006. Companies not complying with the policy will not have contracts renewed.

Lessons Learned

- Increased communication among health-related coalitions and nutrition collaboratives is essential to ensure that policies reflect sound nutrition knowledge.
- To guarantee that vending policies communicate the same wellness message it is important to align county policies with school nutrition standards.
- Findings from the literature search were instrumental in gaining the support of key decision makers in the parks and recreation department.
- The Childhood Obesity Action Plan provided strong rationale to the DPR director to adopt a healthy vending policy.
- The decision to include different standards for food and beverages - 100% of food and beverages sold in facilities most often used by children and youth must be healthy and 50% of food and beverages sold in facilities used by adults must be healthy - helped gain acceptance for the policy and ensured that the DPR policy conformed to the school policy.

Contact Information

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May 2006 CCPHA

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7.d2



County of Monterey
‘HEALTHY’ VENDING MACHINE POLICY

In the interest of the health of employees who work in, and County residents who visit County facilities, the Monterey County Board of Supervisors hereby adopts the following policy for vending machines and vending consolidation within the County of Monterey in order to provide nutritional beverages and snacks.

I. SCOPE AND RESPONSIBILITY:

This policy covers all machines designed to dispense food and/or beverages located within all County owned, leased and/or operated space or facilities, with the exception of those facilities that are occupied by the Monterey County Superior Court operations.

The Contracts/Purchasing Officer shall have primary responsibility for the management and administration of the vending machines that are to be located within any County of Monterey owned, leased or operated space or facility, with the exception of Natividad Medical Center, which has been granted delegated purchasing authority by the County Board of Supervisors.

The County Employee Wellness Program shall have the primary responsibility for consulting with County Departments and the Contracts/Purchasing Officer regarding established nutrition standards and selections as outlined and approved by the passage of this policy and assisting with the implementation of the policy.

County Department heads shall be responsible for dissemination, implementation, and compliance with the approved policy for all vending machines either owned or leased that are located within their departments and facilities.

II. POLICY:

A. Placement of Vending Machines

No independently owned vending machines shall be allowed on County property without the prior written approval of the Contracts/Purchasing Officer or his/her designee. Snack vending machines shall be permitted to operate on County property for the sale of food items to County employees

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and members of the public who use the facilities subject to the provisions of this policy.

The Contracts/Purchasing Officer or his/her designee shall have the authority to authorize the placement of vending machines in strategic locations throughout the County where traffic patterns or other circumstances warrant their placement.

1. Prior to the installation, the location of a new or replacement vending machine shall be reviewed and approved by the Contracts/Purchasing Officer or his/her designee. Machines shall not be located in corridors unless adequate space has been approved and/or provided as determined by both by the Facilities Manager and, if applicable, the local Fire Marshall. An approval notice issued by the Contracts/Purchasing Officer must be attached to all vending machines.
2. No vending machine shall in any way obstruct or otherwise interfere with emergency exits or access areas.
3. All vending machines must be securely fastened to a wall, floor, or other structure or otherwise secured in such a way as to prevent it from being rocked, bounced, or tipped.
4. Failure to comply with or violation of any approved provisions of this policy shall result in the immediate removal or disablement of the vending machine.

B. Facility Requirements

1. Plumbing:

For machines that require an external water source, connections must be made from a potable water supply. In the event this is not possible, the vending machine owner will be responsible for establishment of an alternative source.

Plumbing installation, when required, shall include valves and backflow prevention devices that comply with State and local building code requirements. Fixtures and other installations are required to be placed in a neat and professional manner acceptable to the County.

2. Electrical:

All vending machines requiring electrical power must meet the current electrical standards as approved within the 2007 California Electrical Code compliance manual.

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Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The vending machine owner shall be responsible for all costs that are associated with the installation of any vending machine where upgrades and/or improvements are required to be made to the facility prior to placement.

3. **General Facility Requirements:**

All maintenance and repairs shall be the responsibility of the vending machine owner, unless otherwise agreed upon by the County prior to installation or placement.

No modifications to a building, structure, electrical systems, plumbing, or any other part of the physical plant of any County building may be performed without the prior written approval from the County Contracts/Purchasing Officer. In cases of a where a property is leased by the County, the County Real Property Agent assigned to the property will work with the property owner to acquire the necessary approvals in writing prior to the authorization of any modifications to a lease facility. All authorized modifications either in a County owned facility or a leased facility, the costs of any and all modifications will be at the expense of the vending machine owner, unless otherwise agreed upon in writing by the County.

C. Food and Beverage Operations

1. All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance" and/or meets the standards of the National Sanitation Foundation and be listed in their "Approved List", or the equivalent thereof.
2. Prior to installation, the County Facilities Division must approve for safety any microwave oven used in conjunction with a vending operation.
3. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit and meets the nutritional standards outlined in Section D Nutrition Standards for Vending Machine Beverages and Snacks.
4. The areas surrounding all vending machines are to be kept clean, and proper waste and/or recycling receptacles shall be provided in the immediate area of the machines.
5. All food vending machines must comply with the California Health and Safety Code Sections 113700 and 114200. Vending machines not

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complying with the above criteria or with State law shall be removed from service within five (5) business days from the date of written notification issued by the Contracts/Purchasing Officer.

D. Nutrition Standards for Vending Machine Beverages and Snacks

1. **Beverages:** 100% percent of beverages offered in a vending machine shall be one or a combination of the following:
 - a) Water
 - b) Coffee or Tea
 - c) Reduced or nonfat milk (including soy or cow's milk, chocolate or other flavored milk not containing more than fifteen (15) grams of added sugar per 250 gram serving or three (3) teaspoons of sugar per one (1) cup of milk)
 - d) One hundred (100%) percent fruit/vegetable juice
 - e) Fruit based drinks containing 100 percent fruit juice and no added caloric sweeteners
 - f) All other non-caloric beverages, including diet sodas
2. **Snacks/Food:** 100% percent of the snacks/foods offered in a vending machine shall meet the following criteria:
 - a) Not more than thirty-five (35%) percent of the calories shall be from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the thirty five (35%) requirement.
 - b) Not more than ten (10%) percent of the calories shall be from saturated fat
 - c) Shall not contain trans fats that are added during processing (hydrogenated oils and partially hydrogenated oils)
 - d) Not more than thirty-five (35%) percent of the total weight shall be from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats.
 - e) At least one (1) item meeting the snack criteria in each vending machine shall also meet the FDA definition of "Low Sodium" (≤ 140 mg per serving)

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- f) Further, the policy recommends that options within the vending machine contain items that include at least two (2) grams of dietary fiber
3. Consultation: Monterey County Employee Wellness Program will be available to consult with vending machine vendors on item placement in machines, healthy item identification strategies, and consumer outreach and education.
4. Amendment of Nutrition Standards: This policy may be amended from time to time as new reference material becomes available that may have a direct impact on additional healthy options that are available within vending machines.

III. COSTS ASSOCIATED WITH THE PROGRAM:

Each department or division shall be responsible for County costs associated with the placement of vending machines within their approved work environments. These costs normally include utility costs for operating the machines and any additional costs incurred to ensure compliance with this approved policy.

IV. DOCUMENT REFERENCES:

- I. Monterey County Board of Supervisors action of March 24, 2009
- II. California Health and Safety Code, Section 113700, California Uniform Retail Food Facilities Law
- III. California Health and Safety Code, Section 114200, Sanitation Requirements for Vending Machines

--End of Exhibit A--