

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA

April 22, 2005 (Fourth Friday of Each Month)

CITY HALL COUNCIL CHAMBERS

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – Noon

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. SCCRTC Bicycle Committee Re: Folding Bikes on Buses
 - b. Paul Marcelin-Sampson** Re: iridethebus.org
 - c. SCCRTC** Re: PCTF Draft Recommendations
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MARCH 11 AND MARCH 25, 2005
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE FEBRUARY AND MARCH 2005 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE MARCH RIDERSHIP IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF LISA MUIRHEAD, CLAIM #05-0010 **AND DENY THE CLAIM OF STATE FARM INSURANCE (SUBROGATING FOR PETER DONAHUE) CLAIM #05-0011**

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR APRIL 20, 2005 AND MINUTES OF FEBRUARY 16, 2005
Agenda/Minutes: **REVISED MAC AGENDA IS ATTACHED**
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2005 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JANUARY AND FEBRUARY 2005
Staff Report: **FEBRUARY REPORT IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JANUARY 2005
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF FEBRUARY 2005
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MARCH 2005 MEETINGS
Staff Report: Attached
- 5-12. CONSIDERATION OF RENEWAL OF CONTRACT WITH NATIONWIDE AUCTION SYSTEMS FOR DISPOSAL OF PROPERTY
Staff Report: Attached
- 5-13. **DELETED: ACTION TAKEN AT THE APRIL 8, 2005 BOARD MEETING**
(CONSIDERATION OF RENEWAL OF CONTRACT WITH MISSION LINEN FOR UNIFORM AND LAUNDRY SERVICES)
- 5-14. **DELETED: WILL BE INCLUDED IN THE MAY 2005 BOARD PACKET**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VEHICLE MAINTENANCE CONTRACT, INC. FOR BUS ENGINE FILTERS)
- 5-15. **DELETED**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR MODIFICATION OF BUS SHELTERS)

- 5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR PARKING LOT IMPROVEMENTS AT 115 DUBOIS STREET
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
- 5-17. CONSIDERATION OF APPROVAL OF **RESOLUTION** AMENDING FY 04-05 BUDGET
Staff Report: Attached
- 5-18. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF THREE (3) 1985 SEDANS AND ONE 1989 PICK-UP TRUCK
Staff Report: Attached
- 5-19. CONSIDERATION OF RECOMMENDATION TO APPROVE ASSESSMENTS FOR COOPERATIVE RETAIL MANAGEMENT DISTRICT
Staff Report: Attached
- 5-20. **DELETED: ACTION TAKEN AT THE APRIL 8, 2005 BOARD MEETING**
(RECONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS)
- 5-21. **CONSIDERATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SETTLEMENT WITH FREDIS CASTILLO**
Notice: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Keogh
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE APRIL 22, 2005 BOARD MEETING
7. CONSIDERATION OF AUTHORIZING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES AND FACILITIES
Presented by: Les White, General Manager
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
8. CONSIDERATION OF APPROVAL OF **RESOLUTION** OF APPRECIATION FOR THE SERVICES OF DENNIS NORTON AS A MEMBER OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Chair Keogh
Resolution: Attached

9. CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE RECEIVED FROM THE CITY OF WATSONVILLE
Presented By: Les White, General Manager
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
10. **DELETED: ACTION TAKEN AT THE APRIL 8, 2005 BOARD MEETING**
(CONSIDERATION OF SERVICE REVISIONS FOR SUMMER 2005)
11. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JANUARY, FEBRUARY AND MARCH 2005
Presented By: Margaret Gallagher, District Counsel
Staff Report: **IS INCLUDED IN THE APRIL 22, 2005 BOARD PACKET**
12. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ROY BROGDON AS SUPERVISOR OF REVENUE COLLECTION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**
Presented by: Chair Keogh
Resolution: Attached
13. **CONSIDERATION OF HIGHWAY 17 EXPRESS CONNECTIONS TO CALTRAIN SERVICE WITH PROPOSED TRAIN SCHEDULE CHANGES**
Presented By: Mark Dorfman, Assistant General Manager
Staff Report: Attached
14. **CONSIDERATION OF USE OF PAPERCRETE MATERIALS FOR THE METROBASE PROJECT**
Presented By: RNL Design Team
Oral Presentation – No Staff Report
15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
(Pursuant to Government Code Section 54957.6)
 - a. Agency Negotiator: Mark Dorfman, Assistant General Manager
 1. Employee Organization: Service Employees International Union (SEIU), Local 415

- b. Agency Negotiator: Mark Dorfman, Assistant General Manager
 - 1. Employee Organization: United Transportation Union (UTU),
Local 23
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Number of Cases: One
- 3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: April Short v. Santa Cruz Metropolitan Transit
District
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957

Title: District Counsel

SECTION III: RECONVENE TO OPEN SESSION

- 17. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: MATERIAL FOR THE APRIL 22, 2005 BOARD MEETING AGENDA

SECTION I: **OPEN SESSION:**

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION
(Insert Written Communications)

CONSENT AGENDA:

ADD TO ITEM #5-3 ACCEPT AND FILE FEBRUARY AND MARCH 2005 RIDERSHIP REPORT
(Insert Page 1 of the March Ridership Report)

ADD TO ITEM #5-4 CONSIDERATION OF TORT CLAIMS
(Insert Additional Claim)

REPLACE ITEM #5-5 ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR APRIL 20, 2005 AND MINUTES OF FEBRUARY 16, 2005
(Replace MAC Agenda with REVISED Agenda)

INSERT ITEM #5-6 ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2005 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

ADD TO ITEM #5-7 ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JANUARY AND FEBRUARY 2005
(Insert February Report)

INSERT ITEM #5-9 ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF FEBRUARY 2005
(Insert Staff Report)

DELETE ITEM #5-13 CONSIDERATION OF RENEWAL OF CONTRACT WITH MISSION LINEN FOR UNIFORM AND LAUNDRY SERVICES
(Action taken at the April 8, 2005 Board Meeting)

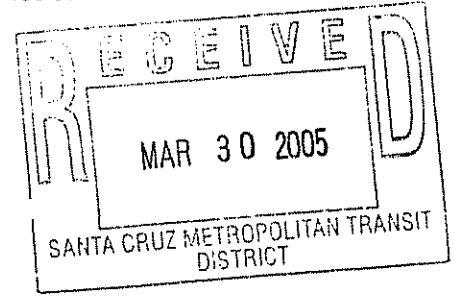
DELETE ITEM #5-14 CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VEHICLE MAINTENANCE CONTRACT, INC. FOR BUS ENGINE FILTERS
(Will be included in the May 2005 Board Packet)

- DELETE ITEM #5-15** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR MODIFICATION OF BUS SHELTERS
- INSERT ITEM #5-16** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR PARKING LOT IMPROVEMENTS AT 115 DUBOIS STREET
(Insert Staff Report)
- DELETE ITEM #5-20** RECONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS
(Action taken at the April 8, 2005 Board Meeting)
- ADD ITEM #5-21** **CONSIDERATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SETTLEMENT WITH FREDIS CASTILLO**
(Insert Notice)
- REGULAR AGENDA:**
- INSERT ITEM #7** CONSIDERATION OF AUTHORIZING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES AND FACILITIES
(Insert Staff Report)
- INSERT ITEM #9** CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE RECEIVED FROM THE CITY OF WATSONVILLE
(Insert Staff Report)
- DELETE ITEM #10** CONSIDERATION OF SERVICE REVISIONS FOR SUMMER 2005
(Action taken at the April 8, 2005 Board Meeting)
- INSERT ITEM #11** ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JANUARY, FEBRUARY AND MARCH 2005
(Insert Staff Report)
- ADD ITEM #12** **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ROY BROGDON AS SUPERVISOR OF REVENUE COLLECTION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**
(Insert Resolution)
- ADD ITEM #13** **CONSIDERATION OF HIGHWAY 17 EXPRESS CONNECTIONS TO CALTRAIN SERVICE WITH PROPOSED TRAIN SCHEDULE CHANGES**
(Insert Staff Report)

ADD ITEM #14

**CONSIDERATION OF USE OF PAPERCRETE MATERIALS FOR THE
METROBASE PROJECT**
(Oral Presentation – No Staff Report)

March 28, 2005



SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

Mike Keogh, Chair
Santa Cruz Metro Transit District Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

RE: Proposed Folding Bikes on Buses Incentive Program

RAIL/TRAIL
AUTHORITY

Dear Chairman Keogh:

COMMUTE
SOLUTIONS

I am writing on behalf of the Bicycle Committee of the Santa Cruz County Regional Transportation Commission to convey the Committee's support of the proposed Folding Bikes on Buses Program.

TRANSPORTATION
POLICY WORKSHOP

The Bicycle Committee, at its March meeting, reviewed and approved a proposal submitted by the Santa Cruz Area Transportation Management Association (SCATMA) to develop a program that would provide price discounts for Santa Cruz County residents purchasing a folding bicycle to be used on Metro Transit District buses. SCATMA staff sees this program as enhancing multi-modal transportation in the county by expanding the bike carrying capacity of the Metro buses without additional expense to the District. Currently many of the bike racks on buses are filled.

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

The Bicycle Committee encourages the Metro Board to modify the current "carry-on" policy to allow folding bikes inside Metro buses. From SCATMA staff understanding, Metro staff is currently working on modifying the language of this policy.

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

The Metro Advisory Committee reviewed the proposed program and was receptive to the proposal pending review of guidelines for the folding bikes on buses program at the April meeting. While the RTC has yet to review the proposal and grant SCATMA public agency sponsorship, the Bicycle Committee is supportive of the program's forward progress and encourages the Metro Transit District's support.

BICYCLE COMMITTEE

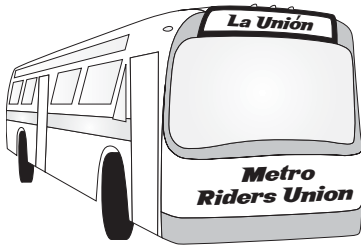
Thank you for your attention in this matter and your continued efforts to provide viable transportation options to Santa Cruz County residents and/or commuters.

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

Sincerely,

Kem Akola
Chair, SCCRTC Bicycle Committee

cc: SCCRTC
Metro Advisory Committee
Santa Cruz TMA



**The Metro Riders Union
La Unión de Los Pasajeros**

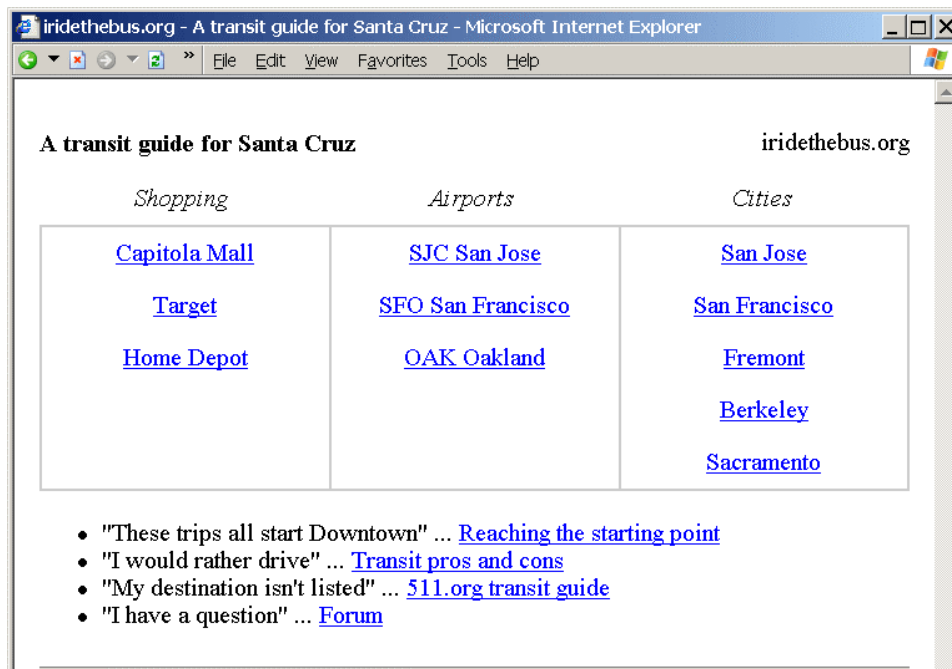
Post Office Box 1402
Santa Cruz California 95061
<http://www.metroridersunion.org>
info@metroridersunion.org
(831) 421-9031

2005 April 12

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

Dear Directors:

The Metro Riders Union today introduces iridethebus.org , a one-stop transit guide. We believe that our guide fills a void in terms of ease-of-use; inter-county trip planning; and adherence to the strictest accessibility standards, for computer users with disabilities.



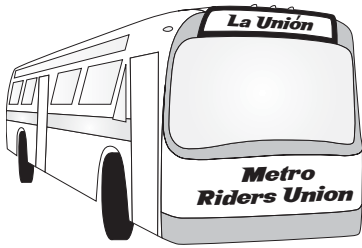
Increasing ridership is one of the goals of our Web site. We welcome your comments and suggestions, and encourage you to let your constituents know about this new resource.

Yours truly,

R. Paul Marcelin-Sampson

Paul Marcelin-Sampson

Enclosures: Press release, sample itinerary



**The Metro Riders Union
La Unión de Los Pasajeros**

Media Contact:
Mr. Paul Marcelin-Sampson
Post Office Box 1402
Santa Cruz California 95061
media@metroridersunion.org
(831) 421-9031

April 12, 2005
For immediate release

Simplified transit Web site covers airports, cities and shopping

Santa Cruz -- The Metro Riders Union is pleased to announce a new online transit guide, iridethebus.org. With a few mouse clicks, Santa Cruz County residents can find out how to get to airports, major cities and stores by public transit. Printable, step-by-step itineraries include all the details: which buses and trains to use, how often they run, and how to buy tickets. Many of the itineraries are illustrated and feature links to street maps, attractions, and local businesses.

"I had no idea SJC was so affordable from here," observed one of the site's early users. The site explains how to get from Downtown Santa Cruz to the Norman Y. Mineta San Jose International Airport, for \$5.75. "The problem is information," notes Riders Union founder Paul Marcelin-Sampson. "Using official Web sites, including the Metro site and the 511 Bay Area Transit Guide, you have to click through at least ten pages to get route, schedule and fare information for this simple trip. By phone it takes two, if not three, separate calls. We've assembled the information in one place."

People with disabilities often depend on transit. Accordingly, the new Web site meets the strictest accessibility standards. For example, it works well with text-only software, while many official transit sites don't.

Questions, comments and suggestions can be posted to a public forum on the site. The Metro Riders Union plans to add more itineraries over the next few months. Instructions for a summertime excursion to Big Sur, and a Napa getaway, are in the works. With iridethebus.org, the Metro Riders Union is putting the spotlight on convenient, comfortable and affordable transit links.

The Metro Riders Union is an independent group of concerned bus riders in Santa Cruz County, California. The organization is not affiliated with the Santa Cruz Metropolitan Transit District or any other transportation provider.

#

Santa Cruz to San Francisco International Airport (SFO)

iridethebus.org

<i>Transportation</i>	<i>To</i>	<i>Time</i>	<i>Fare</i>	<i>Runs every</i>
Walk / bike / etc.	Pacific Station (Metro Center) <i>920 Pacific Ave, Santa Cruz</i>			
Highway 17 Express	San Jose (Diridon) Station	1 hour	\$4.00	1-2 hours
Caltrain	Millbrae Station	1 hour	\$4.25	30-60 min
BART	San Francisco Airport (SFO) <i>BART Station, Int'l Terminal</i>	5 min	\$1.50	15-20 min

<i>Total fare</i>	\$9.75	<i>If you live in Santa Cruz, do not use public transit for flights scheduled to leave San Francisco Airport before 9:30 AM (10:30 AM on weekends) or flights scheduled to arrive after 7 PM.</i>
<i>Total travel time</i>	2 to 2.5 hours	
<i>Latest departure time</i>	9 PM	
<i>Latest return time</i>	8 PM	

1st Step: Highway 17 Express to San Jose

Please review the [Santa Cruz to San Jose page](#). When you are finished with that page, use your Web browser's Back command to return here.

2nd Step: Caltrain to Millbrae

Please review the Caltrain instructions on the [Santa Cruz to San Francisco page](#). Again, use the Back command to return here. Differences to note:

- Buy a ticket from the current zone to **Zone 2**, not Zone 1.
- The fare is **\$4.25**, not \$5.50.
- Get off at **Millbrae Station**, which comes before San Francisco.

3rd Step: BART to the Airport

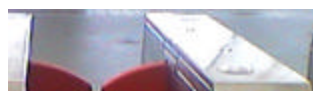
You will use a Bay Area Rapid Transit train to get from Millbrae to the Airport. BART's ultra-modern cars have comfortable seats and ample storage space.

Buying a BART ticket

Look for a metallic BART ticket machine right after you get off Caltrain. Buy a \$1.50 ticket. *Each* passenger needs one.



Finding the BART train



After buying your ticket, find a BART

faregate. Insert your ticket into the slot on the front of the faregate (the slot you want is always to your right), retrieve it from the slot on top, and go through. Keep the ticket; you will need it later.

Get on any in-service train; they all pass through the Airport.

Preparing to get off at the Airport

The Airport is the first stop. The agent will announce it.

Finding your terminal

After you get off the BART train, go forward to the faregates, re-process your ticket, and enter the Airport. The faregate won't return your ticket this time. Proceed to your terminal. There are a few exceptions to the terminal assignments listed below, so check with your airline as well.

<i>Countries</i>	<i>Airlines</i>	<i>Terminal</i>	<i>Directions</i>
US, Canada	United, Ted, United Express, American	Terminal 3	Go forward and bear left until you come to an escalator. Go down. A short walkway leads to Terminal 3.
	Other than United, Ted, United Express, American	Terminal 1	Go forward and turn right. Cross the entire check-in area and you will come to an escalator. Go down. A short walkway leads to Terminal 1.
Other than US, Canada	All airlines	International Terminal	Attached to the BART Station.

Attractions at the Airport

<i>Who</i>	<i>What</i>	<i>Where</i>
Subway	Healthiest and cheapest food in the Airport. Good take-out option for flights without meals.	In Terminal 3. Find middle of United Air Lines check-in section, and go up to mezzanine.
Art exhibits	Ever-changing art displays.	Throughout the Airport.
Terminal 2	Old terminal, no longer in use. Great place to relax. Provocative Joan Brown painting on display.	Between Terminals 1 and 3, opposite the International Terminal. Use walkway from end of 1 or 3.

[Aviation Library and Museum](#)

Replica of original 1937 waiting room. Exhibits, photos, models, and books. Great place to relax.

In the International Terminal. Go to the escalator that leads to Terminal 1. Bear right instead of going down.



Photos: flowers for the grand opening of the BART Station; the classy Aviation Library and Museum (*); empty Terminal 2.

Returning home

Finding the return BART train

The BART Station is attached to the International Terminal. Buy a \$1.50 ticket and process it in one of the faregates. Electronic signs and automated announcements indicate where the

trains are going. Get on the next Millbrae train. Avoid all other trains.

Preparing to get off at Millbrae

Millbrae is the first -- and last -- stop. An agent will announce it.

Finding the return Caltrain

After getting off the BART train, go up to the mezzanine and re-process your ticket. Now, go down to the far Caltrain platform -- the one that's across the Caltrain tracks. Find a red Caltrain ticket machine and buy a ticket from the current zone to Zone 4 (\$4.25). All trains that stop at this platform go to San Jose.

Planning your trip

Plan flights and ground transportation together. Tips:

- Outbound, pick a flight that leaves in the afternoon or evening
- Inbound, pick a flight that arrives in the morning or afternoon
- Assess the consequences of missing your flight, or your ride home

Telephone numbers

For the Highway 17 Express, dial 1 800 USA-RAIL (nationwide, toll-free). Ask for schedules between Santa Cruz and San Jose. For other transportation services, dial 1 510 817-1717 or 511 (San Francisco Bay Area, toll-free).

Know before you go

The information on this Web page might be incomplete, out of date, or incorrect. Also, there is always a risk of delays and missed connections.

© 2001-2005, R. Paul Marcelin-Sampson. A public service of the Metro Riders Union / La Unión de Los Pasajeros, not affiliated with any transportation provider. (*) The museum attendant gave us permission to take a picture of the museum hall. We had informed him that we would be using the picture in an online transit guide.



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA 95060-3911 (831) 460-3200 FAX 460-3215

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES (SAFE)

Date: April 14, 2005

RAIL/TRAIL
AUTHORITY

To: Specialized Transportation Partners (see attached list)

From: Pat Dellin, Acting Executive Director

RE: Paratransit Coordination Task Force Recommendations

COMMUTE
SOLUTIONS

The attached short and long term Recommendations were developed by a 24-member Paratransit Coordination Task Force that met over the course of ten months to seek ways to improve the specialized transportation network for seniors and people with disabilities. Goals included using funding as efficiently and effectively as possible, striving to maximize customer service and satisfaction, observing legal mandates and increasing funding.

TRANSPORTATION
POLICY WORKSHOP

At its April 7, 2005 meeting, the Santa Cruz County Regional Transportation Commission (RTC) approved a plan to distribute these recommendations to the entities that could implement them with a request that they be considered and that the entities respond back to the Commission regarding the recommendations as soon as is practicable .

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

Your agency, group or provider was identified as an entity that could potentially implement one or more of the recommendations. Please review the recommendations and provide a response to the RTC.

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

Background materials including the following can be found on the RTC's web site (<http://www.sccrtc.org/packet/2005/0504/TCAgenda0504.htm> , scroll to item #31): Paratransit Coordination Task Force membership, goals, minutes from meetings, matrix of existing services, Americans with Disabilities Act mandated Paratransit legal mandates, Community Bridges/Lift Line information, Consolidated Transportation Services Agency (CTSA) designation statutes and information about other CTSA's in California, Unmet Transit and Paratransit Needs in Santa Cruz County, population and demographic presentation materials and information about other paratransit services in the state.

BICYCLE COMMITTEE

Thank you very much for your assistance in improving transportation services for seniors and people with disabilities in Santa Cruz County. If you have any questions, please contact Karena Pushnik of my staff at 460-3210.

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

Attachment: Paratransit Coordination Task Force Recommendations

C:\Documents and Settings\kpushnik\Local Settings\Temporary Internet Files\OLK3\Letter to Resp.doc

Distribution List for Paratransit Coordination Task Force Recommendations

(in the order listed in the recommendations)

Elderly & Disabled Transportation Advisory Committee
Santa Cruz Metropolitan Transit District
Community Bridges/Consolidated Transportation Services Agency
Central Coast Alliance for Health
Stroke Center
Yellow Cab Company
Courtesy Cab
Volunteer Center
Red Cross
Laidlaw
Cabrillo College Disabled Student Services
University of California, Santa Cruz Disability Van Services
Mental Health Client Action Network
Veterans Services
Community Traffic Safety Coalition
Social Service Agencies
City of Santa Cruz
City of Scotts Valley
City of Watsonville
City of Capitola
County of Santa Cruz
Potential Partners for Mobility Training Program
School Districts
San Andreas Regional Center
Central Coast Center for Independent Living
Realtors, Property Managers, high density residential managers
Residential developments
Area Agency on Aging
Valley Transit Authority
Monterey-Salinas Transit
Metropolitan Transportation Commission
Association for Monterey Bay Area Governments
San Benito Council of Governments
Community Groups representing E/D communities
Santa Cruz Area TMA
Pajaro Valley TMA
TMA employers

DRAFT Recommendations Paratransit Coordination Task Force

Action: This list of recommendations was unanimously approved with two abstentions by the Paratransit Coordination Task Force on February 16, 2005. However, specific recommendations may not have been approved by consensus. The majority-rule votes for these recommendations are noted.

GOAL #1 – THE SYSTEM WILL USE FUNDING AS EFFICIENTLY AND EFFECTIVELY AS POSSIBLE.

I. Issue: How to manage eligibility under various programs (clear criteria, centralized information and/or registration)

Short term recommendations:

1. Print Spanish and large print versions of the Guide to Specialized Transportation. (This action is already underway and should be complete by April 2005.)

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

2. Post the Guide on the RTC website in a manner that is Section 508-compliant making the information accessible to people with screen readers etc... (This accessibility is planned in RTC's current website redesign project.)

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

3. Develop a "cheat sheet" for use by service providers and related agencies to help direct riders to appropriate service providers. The sheet should include eligibility criteria and phone numbers and could be indexed to more complete information available in the RTC's "Guide for Specialized Transportation," ADA legislation or other detailed information. This could be done in collaboration with Community Bridges operating as the CTSA and other interested parties.

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

4. Designate an in-house expert within the major service providers (Metro and Community Bridges) to answer questions that an operator or scheduler is unable to address. This includes providing basic information and referral to other local transportation agencies.

Responsibility: Metro and Community Bridges

5. Ensure that all front line staff and telephone operators that deal with customers have a basic level of knowledge about local transportation options.

Responsibility: Metro and Community Bridges

6. Clarify the expectations regarding the level of knowledge and extent of the information and referral services to be provided.

Responsibility: Service providers and funders

Long term recommendations:

8. Research establishing a Mobility Management Center (or centralized information point) in Santa Cruz.

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

9. Research establishing a 511 telephone system in Santa Cruz County, similar to what currently exists in the San Francisco Bay Area, to provide transportation information including specialized transportation.

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

II. Issue: Available Funding and Resources

Short term recommendations:

1. Develop a process for determining duplication and report to the RTC annually. Input would be solicited from the RTC's advisory committee, funding agencies, social service agencies and specialized transportation service providers. This should include compiling a list of concrete examples of areas of duplication. The effort could be combined with the annual unmet needs process.

- a. Have funding agencies review the performance and use of funds for specialized transportation to make sure that duplication is being avoided and that service is provided as cost effectively as possible.

Responsibility: RTC and Metro

- b. Interested parties should be able to submit to staff examples of duplication. This could then be analyzed by relevant agencies, reviewed by the E/D TAC or RTC advisory committee and a report submitted to the RTC on ways to deal with these issues.

Responsibility: Paratransit TF, RTC staff, service providers (or its committee, *See Goal 1, Issue II, Recommendation 2*)

- c. Clarify various categories of "duplication." For example, a person may qualify for rides under many different programs. That's not duplication of rides, that is duplicate eligibility. MediCal rides vs. medical voucher rides are a totally different type of duplication.

Responsibility: Paratransit TF, (or its committee, *See Goal 1, Issue II, Recommendation 2*) and service providers

2. Redefine the RTC's advisory committee to empower it to play a stronger role in the oversight of paratransit services so that the committee's recommendations are taken seriously by both the RTC and Metro.
 - a. Create a structure that works mutually, where staffs can work together, where interested parties can work together to deal with issues that may arise that concern both of these services, whether it's the E&DTAC as its formed now or a revised E&DTAC or some other entity altogether. (* 9 to 3)

Responsibility: RTC & Metro

- b. Establish a structure that assures that the efficiency and duplication issues are dealt with effectively so problems are solved. This structure needs to have the respect and credibility with both the RTC and Metro. This would provide for continuity with the work that the Task Force has started. (* 9 to 3)

Responsibility: RTC & Metro

Long term recommendation:

3. Include review of available countywide funding and resources for specialized transportation as a sub-task of the Regional Transportation Plan update (every three years).

Recommendations: RTC

Short and long term recommendation:

4. Lobby state and federal representatives for waivers or policy changes to broaden the transportation options for MediCal/Medicare recipients. This could include providing fixed route bus passes for non-emergency medical trips such as is done in Florida.

Responsibility: Service providers and RTC

III. Issue: Coordination between paratransit services (ADA, TDA, other)

Short term recommendation:

1. Develop an effective information and referral system. (See recommendations 1.3 and 1.4.)

Responsibility: RTC, Metro, and Community Bridges

2. Develop a committee that is respected by all transportation players (or its committee, See Goal 1, Issue II, Recommendation 2)

Responsibility: RTC and Metro

3. Encourage Metro to continue meeting with agencies to accommodate group site needs, such as Stroke Center, Satellite Dialysis, senior centers and meal sites.

Responsibility: Metro

4. Set up a process whereby the Metro, the Community Bridges and other program operators meet on a regular (quarterly or semi-annual) basis to discuss service and eligibility issues in order to try and avoid potential duplication.

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*) to coordinate start up

5. Research roles and responsibilities for CTSA's throughout the state

Responsibility: RTC Staff (already complete and provided to Task Force 2/16/06)

6. Maintain the current designation

Responsibility: Community Bridges/RTC

Long term recommendation:

7. Explore feeder paratransit service options.

Responsibility: Service providers and RTC

8. Develop a long range strategic plan designating one public agency to consolidate (and potentially provide) services eliminating the need to coordinate service between multiple service providers.

Responsibility: RTC

9. Monitor the Long Range Strategic Plan developed by the state to incorporate relevant components.

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2*)

IV. Issue: Co-mingling/combine duplicative services

Long Term Recommendations

1. On an ongoing basis encourage the two main service providers, Metro and Community Bridges, to implement contract agreements when necessary and when feasible to minimize the inefficiency of both providers providing rides to the same location. (* 8 to 2, with 1 abstention)

Recommendation: Metro and Community Bridges, ongoing

2. Lobby state and federal regulators to reduce barriers to sharing rides between different programs/funders.

Responsibility: RTC

3. Include co-mingling issues in future discussions about the Community Bridges.

Responsibility: RTC

V. Issue: Making the transit system and related infrastructure more accessible (e.g. sidewalks, coordination with planning/public works departments on land use, etc.)

Short Term Recommendations

1. Support development of the Pedestrian Access Report form by the Community Traffic Safety Coalition as a way to communicate pedestrian improvements to local jurisdictions and help them prioritize needed projects

Responsibility: Community Traffic Safety Coalition

2. Participate in the process to review local General Plans, Housing and Circulation Elements to ensure that the specialized transportation needs of seniors and people with disabilities are included
3. Responsibility: Social Service agencies and Representatives from Local jurisdictions on local boards

Long Term Recommendations

4. Recommend that local jurisdictions:
 - Pursue aggressive conditional use permits to force developers to provide transit accommodations;
 - Encourage, through zoning, construction of facilities for seniors and people with disabilities near services;
 - Require appropriate access facilities near congregate living locations (group, licensed);
 - Require developers to include pedestrian/infrastructure improvements in project plans/costs or divert costs to fill gaps in the network; and
 - Request that each local jurisdiction develop an annual target number of accessible improvements (e.g. specify a number of curb cuts per year)

Responsibility: Local Jurisdictions

VI. Issue: Increase ridership among those with functional abilities (e.g. Mobility Training)

Short Term Recommendations

1. Develop a "Buddy System" to mentor new transit riders

Responsibility: Metro and possibly the Volunteer Center

2. Train groups of people at one time including offering mobility training at residential facilities

Responsibility: Metro

3. Expand promotion of the Mobility Training Program including identifying potential partner programs (entities such as the Department of Motor Vehicles)

Responsibility: Metro, other service providers and potential partners

Long Term Recommendation:

4. Expand mobility training, if funding permits, including more promotion and an expanded focus on young people possibly working through school districts.

Responsibility: Metro, funding entities, school districts, San Andreas Regional Center

5. Lobby state and federal entities to provide funds for this program

Responsibility: RTC and Metro

6. Look into providing free bus passes for conditional riders of ADA Paratransit as a way to reduce paratransit use, cut costs and encourage long term transit use (*10 to 5)

Responsibility: Metro

7. Consider Deviated Fixed Routes, that can deviate slightly from fixed paths to address elderly and disabled transportation, as another way of providing additional service in parts of the county where it would be appropriate (* 7 to 3).

Responsibility: Metro

VII. Issue: Maintain fair funding allocations without disadvantaging one group over another

Short and Long Term Recommendation:

1. When making funding allocations be aware of the different special services provided and their potentially different costs

Responsibility: Funding entities

VIII. Issue: Encourage accessible multi-modal transportation choices

Short Term Recommendation:

1. Establish an annual day to encourage increased sensitivity for elected/appointed officials and relevant employees with events such as "Living the Paratransit Experience," Disability Awareness Day or transportation expositions.

Responsibility: Metro, Community Bridges in conjunction with community groups and agencies such as the Central Coast Center for Independent Living and the Stroke Center

Long Term Recommendation:

2. Explore establishing a centralized location for paratransit and specialized transportation information such as a Mobility Management Center, kiosk, or 511 transportation information service. These transportation information services could be integrated with information about social services.

Responsibility: Consolidated Transportation Services Agency or other social service agency and RTC (for 511)

IX. Issue: Encourage people with special transportation needs to live in areas with more urban services

Short Term Recommendations (see also VII):

1. Emphasize that transportation choices are related to housing choices

Responsibility: Realtors, property managers, high density residential managers and local jurisdictions through zoning of use permits

2. Develop maps though out the county showing residential, education and commercial and recreation activities near residential areas, along major transit routes (within $\frac{3}{4}$ mile), etc.

Responsibility: Local Jurisdictions, Metro, residential developments

3. Better publicize existing information and resources, such as the Senior Network Services guidebook, for seniors and people with disabilities, including income eligibility issues.

Responsibility: RTC reference in the Guide to Specialized Transportation

Long Term Recommendations

4. Encourage higher densities in downtowns and urban areas with mixed use housing including provisions for seniors and people with disabilities.

Responsibility: Local Jurisdictions

5. Inclusionary housing should be maintained and "in lieu" developer fees should be discouraged as a way to encourage integrated, non isolated residential facilities for seniors and people with disabilities

Responsibility: Local Jurisdictions

X. Issue: Assess and integrate unmet specialized transportation needs

Short Term Recommendation:

1. Use statistical and economic information to help determine unmet needs.

Responsibility: RTC including service providers, funding agencies and the Area Agency on Aging

XI. Issue: Potential duplication between MediCal/Alliance and Medical Voucher rides, and Taxi Scrip and ADA Paratransit rides

Short Term Recommendation:

1. Work through the Elderly & Disabled Transportation Advisory Committee or other RTC committee (per Goal 1, Issue II, Recommendation 2) and appropriate bodies to develop recommendations for program changes as needed. Bring final recommendations to the RTC

Responsibility: Community Bridges, E/D TAC (or other RTC committee per Goal 1, Issue II, Recommendation 2), RTC and appropriate bodies

2. Require all Transportation Development Act fund recipients to take responsibility to ensure that ride and cost issues are resolved

Responsibility: RTC and TDA fund recipients (currently Metro, Community Bridges, Volunteer Center) with the E/D TAC as oversight

3. Promote Taxi Scrip, within funding limitations

Responsibility: Entity overseeing the Taxi Scrip program (currently Community Bridges)

XII. Issue: Some rides don't meet ADA criteria (outside geographic service area, wheelchair size, no service at days/times)

Short Term Recommendation:

1. Create an administrative mechanism to allow a passenger to ride on one vehicle for one trip. These rides may have various funding sources and negotiated special billing arrangements. (* 12 to 3)

Responsibility: all service providers

XIV. Service between counties

Short Term Recommendations:

1. Ensure coordination between ParaCruz and fixed-route bus service. Conduct public education efforts to encourage and train people to use these services to travel between Santa Cruz and the Bay Area (Highway 17 Express Bus and VTA's Outreach Program.) Include this information in the next printing of the RTC's *Guide to Specialized Transportation Services*.

Responsibility: Metro, RTC, Valley Transit Authority (VTA), Monterey-Salinas Transit, Metropolitan Transportation Commission

2. Continue support for the Red Cross inter-county medical transportation program.

Responsibility: RTC, Community Bridges

Long Term Recommendations:

3. Identify those parts of the state where paratransit services are not available to the public trying to move between areas where they are available

Responsibility: RTC

4. Encourage Bay Area agencies to coordinate their paratransit services between themselves including standardizing eligibility criteria and providing centralized information to the public.

Responsibility: MTC

5. Encourage AMBAG's Sr. Mobility Council to work on coordinating paratransit and bus services between San Benito, Monterey and Santa Cruz Counties

Responsibility: AMBAG, Metro, MST, San Benito COG

GOAL #2 – THE SYSTEM WILL STRIVE TO MAXIMIZE CUSTOMER SERVICE AND SATISFACTION

I. Ease of use for client

Short Term Recommendation:

1. Expand the prepaid account option to ParaCruz customers (other than the Stroke Center) and encourage other paratransit providers to offer similar arrangements

Responsibility: Metro and Other Paratransit Providers

Long Term Recommendation:

2. Consider the creation of a single agency which would, at a minimum, administer the allocation of paratransit services and/or potentially be the provider of an integrated system of paratransit services. (* 7 to 4)

Responsibility: RTC and Metro

II. Customer service (phone hold times, eligibility determination, etc.)

Short Term Recommendations:

1. Request that Metro consider the option of designating appropriate individuals at particular facilities to determine eligibility for ADA paratransit services using Metro's criteria/standards and operating under Metro's supervision. (* 7 to 5)

Responsibility: Metro

2. Require members of Metro's ParaCruz Appeal Panel to be persons with disabilities who are users of the system and who have knowledge of the ParaCruz eligibility criteria. (* 6 to 4)

Responsibility: Metro

III. Trip quality (timeliness, safety, clean vehicles, support equipment in vehicles e.g. more hand grips, etc.)

Short Term Recommendations (in response to all of the above):

1. Encourage all paratransit service providers to develop, and keep current, a "Riders Bill of Rights" (or equivalent document) that defines pick up windows, safety, cleanliness, etc... and how customers can make suggestions for improvements. (Example: existing Metro ParaCruz Customer Guide and Eligibility Criteria)

Responsibility: Metro, Community Bridges, Other Paratransit Providers

2. Provide a convenient, public forum once or twice a year for all paratransit agencies to receive input on their services from users. (* 7 to 2, 1 abstention)

Responsibility: Metro, Community Bridges, Other Paratransit Agencies

IV. Communication between drivers and riders for schedule changes

Short Term Recommendation:

1. Dispatchers should continue to call the rider if the pickup is going to be outside (earlier or later) the ready window.

Responsibility: Metro, Community Bridges, Other Paratransit Service Providers (These practices currently exist and are practiced.)

V. Affordability

Short Term Recommendation:

1. Programs for low income individuals should continue to receive priority funding for Paratransit services when no other options are available

Responsibility: Central Coast Alliance for Health, Community Bridges, Red Cross, RTC (or its committee, *See Goal 1, Issue II, Recommendation 2a*)

VI. Community input procedures

Short Term Recommendations:

1. Coordinate with Annual Unmet Needs meeting(s)

Responsibility: RTC (or its committee, *See Goal 1, Issue II, Recommendation 2a*)

2. Participate in RTP Update Process

Responsibility: RTC

3. Increase public awareness of Metro Advisory Committee (MAC)

Responsibility: Metro

4. Develop mechanisms to assure that policy making boards stay apprised of concerns the community has about paratransit services

Responsibility: Metro, Community Bridges, RTC

VII. Accountability and system responsiveness

Short Term Recommendations:

1. Provide a convenient, public forum for all paratransit agencies to receive input on their services from users. (* 7 to 2, 1 abstention)

Responsibility: Metro, Community Bridges, Other Paratransit Providers

VIII. Countywide availability of accessible vehicles (including taxi scrip and regular taxi service)

Short Term Recommendations:

1. Periodically review and evaluate the list of taxi scrip clients to ensure that registrants still want to be a part of the program and are still eligible

Responsibility: Community Bridges, RTC (or its committee, *See Goal 1, Issue II, Recommendation 2a*)

2. Consider expanding funding of the taxi scrip program

Responsibility: Community Bridges, RTC

Long Term Recommendations:

3. Lobby state representatives to support requirements for all taxi vehicles to be accessible in the future (within the constraints of vehicle size); and lobby local elected officials to, through the permitting process, require local taxi operators to have a certain percentage of taxi fleets fully accessible (* 6 to 4, 1 abstention)

Responsibility: RTC, Metro, Community Organizations representing the Elderly and Disabled communities

IX. Clear transportation system understanding/expectations and community outreach (riders, caseworkers, counselors, etc.)

Short Term Recommendation:

1. Develop a "cheat sheet" for use by service providers and related agencies to help direct riders to appropriate service providers. The sheet should include eligibility criteria and phone numbers and could be indexed to more complete information available in the RTC's "Guide for Specialized Transportation". This could be done in collaboration with the CTSA and other interested parties. References can be made to resource documents.

Responsibility: RTC (or its committee, *See Goal 1, Issue 2, Recommendation 2a*)

X. Emergency Ride programs for paratransit and transit riders

Short Term Recommendations:

1. Conduct outreach to paratransit users who work for TMA member employers to advise them that they may be eligible to use the TMA's emergency ride home (ERH) program. Encourage more employers to join the TMA in order to offer the ERH program.

Responsibility: Santa Cruz Area TMA, Pajaro Valley TMA, TMA Employers, Metro

2. Encourage expansion of emergency ride home programs beyond employers.

Responsibility: Metro, Community Bridges, Other Paratransit Providers, RTC

3. Request that all paratransit providers adopt policies to ensure that none of their clients are stranded on a trip without a ride home

Responsibility: Metro, Community Bridges, other Paratransit providers

4. Request that all paratransit providers consider adopting policies to allow same-day changes under criteria that they may adopt. (* 7 to 2)

Responsibility: Metro, Community Bridges, other paratransit providers

GOAL #3– LEGAL MANDATES SHALL BE OBSERVED

Short Term Recommendations:

1. All legal mandates and requirements -- such as the federal Americans with Disabilities Act, state Medi-Cal requirements and funding requirements from entities such as the Area Agency on Aging – shall be met.

Responsibility: Metro, Community Bridges, private operators, other paratransit providers

GOAL #4– INCREASE FUNDING FOR SPECIALIZED TRANSPORTATION SERVICES

Long Term Recommendations:

1. If another transportation sales tax measure is considered in the future, it should include funding specifically allocated for paratransit and specialized transportation for seniors and people with disabilities (* 11 to 2).

Responsibility: RTC and the community

2. Task force favors attempting to secure additional funding from federal, state and local sources for paratransit and specialized transportation services.

Responsibility: RTC and service providers

* All recommendations by consensus except those noted in parenthesis with vote counts

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

March 11, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, March 11, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Dennis Norton
Ex-Officio Wes Scott

STAFF PRESENT

Jim Baiocchi, Facilities Maint. Supervisor
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Marilyn Fenn, Assistant Finance Manager
Terry Gale, IT Manager
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maintenance Manager
Les White, General Manager

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

Gary Klemz, SEIU
David Konno, SCMTD Retiree
Jeff Le Blanc, MASTF
Manny Martinez, PSA
Ian McFadden, SEA

Rachel Moriconi, SCCRTC
Karena Pushnik, SCCRTC
Bonnie Morr, UTU
Will Regan, VMU
Bob Yount, MAC/MASTF/E&D TAC

5-1.1

2. ORAL AND WRITTEN COMMUNICATION

Written:

a. Brommer Street Transit Users Re: Route 65

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Les White distributed an APTA Legislative Update Flier, available on APTA's website, and reported that he had attended the APTA Legislative Conference in Washington, DC. Mr. White also reported that the House had just passed the Transportation Equity Act reauthorization bill yesterday, which included the High Intensity Transit Tier language word for word. The bill will now go to the Senate for action.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 11 AND 25, 2005

Minutes of February 25, 2005 will be included in the March 25, 2005 Board Packet.
No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

5-3. ACCEPT AND FILE FEBRUARY 2005 RIDERSHIP REPORT

Page 1 of the Ridership Report will be included in the March 25, 2005 Board Packet.
No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: None

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 16, 2005 AND MINUTES OF JANUARY 19, 2005

No questions or comments.

5-1.2

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JANUARY 2005 AND CONSIDERATION OF BUDGET TRANSFERS

Chair Keogh commented that it is very helpful to see this report on a monthly basis and thanked Staff for the time involved in preparing this report. Vice Chair Rotkin agreed and added that he often hears comments from other agencies wishing their budget reports were more like METRO's.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2004

No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2004

Steve Paulson reported that the numbers are improving and additional improvement would be seen in next month's report.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE

Vice Chair Rotkin commented that Staff & Faculty ridership is down due to Route #20 not meeting their needs and leaving people behind.

5-10. ACCEPT AND FILE METROBASE STATUS REPORT

No questions or comments.

5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE FEBRUARY 2005 MEETINGS

No questions or comments.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF A SUBURBAN UTILITY VEHICLE

Tom Stickel reported that this purchase would replace a vehicle that has long since been retired.

DIRECTORS BEAUTZ AND REILLY ARRIVED

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the March 25, 2005 Board Meeting.

5-1.3

7. **CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF FEBRUARY 16, 2005**

Director Spence reported that after the last meeting of the Task Force, there wasn't a mechanism in place for the committee to review the final recommendations or minutes. RTC Staff will be emailing that information to committee members on Monday.

Karena Pushnik clarified that committee members will receive the final recommendations as well as the February 16th minutes.

8. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR RADIO MAINTENANCE AND REPAIR SERVICES**

Tom Stickel reported that METRO's radio maintenance and repair contract expires April 1st, which is why there is a need to take action at today's meeting. Three responses were received and evaluated by Staff. Staff recommends that the 3-year contract be awarded to Telepath Corporation.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ

Authorize the General Manager to execute a contract with Telepath Corporation to provide radio maintenance and repair services for an amount not to exceed \$82,368.00 over a 3-year period.

Motion passed unanimously with Director Norton being absent.

9. **CONSIDERATION OF APPROVAL OF FY.05-06 LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES**

Will be included in the March 25, 2005 Board Packet.

10. **CONSIDERATION OF APPROVAL OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF DAVID KONNO AS MANAGER OF FACILITIES MAINTENANCE FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

David Konno was presented with a plaque. Several Directors present, members of the public and Staff commented on Mr. Konno's many accomplishments and outstanding performance over the past 27 years and wished him well in his retirement.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR KEOGH

Move passage of a Resolution of appreciation for the services of David Konno as the Manager of Facilities Maintenance for the Santa Cruz Metropolitan Transit District.

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with Director Norton being absent.

5-1.4

11. CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING METRO'S AMENDED RECORDS RETENTION SCHEDULE

Margaret Gallagher reported that there was nothing to add to this report – bolded items are being added and strikeouts are being deleted.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR REILLY

Move Item #11 to the Consent Agenda.

Motion passed unanimously with Director Norton being absent.

12. CONSIDERATION OF REVISING THE MANAGEMENT STRUCTURE TO COMBINE THE FLEET MAINTENANCE MANAGER POSITION AND THE FACILITIES MAINTENANCE MANAGER POSITION INTO A SINGLE MANAGER OF MAINTENANCE POSITION AND ESTABLISHING THE SALARY LEVEL COMMENSURATE WITH THE MANAGER OF OPERATIONS

Les White reported that Staff has received a request from SEIU for a Meet and Confer to discuss combining these two Management positions. Staff intends to meet with SEIU prior to March 25th when the Board is scheduled to take action on this item.

Mr. White explained that the Fleet offices have moved to 110 Vernon Street and that the District has a long-term goal of owning that building to house the Facilities Maintenance department as well, which is across the street from the new Maintenance Facility. Will Regan requested a proposed organizational chart and voiced concerns which can be addressed at the Meet & Confer.

Direction: Vice Chair Rotkin directed Staff to provide a proposed organizational chart along with the results of the Meet & Confer at the March 25th Board meeting.

Mr. White said that, in Mr. Konno's absence, Tom Stickel has agreed to step in as Acting Facilities Maintenance Manager in the interim until the Board takes formal action.

13. CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2005 LEGISLATIVE CONFERENCE

Will be included in the March 25, 2005 Board Packet.

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

Vice Chair Rotkin reported that the Board would be discussing Labor Negotiations with their Labor Negotiator and the Workers Compensation claim of Ward Howard.

Margaret Gallagher requested that the Board make the necessary findings to add the following item to the Closed Session Agenda:

5-1.5

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

a. **Name of Case:** **Fredy Castillo vs. Santa Cruz Metropolitan Transit District**

An issue has arisen that came to Staff's attention after the posting of the Agenda and needs to be resolved prior to the next Board meeting.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR ROTKIN

Make the necessary findings to add this item to today's Closed Session Agenda

Motion passed unanimously with Director Norton being absent.

15. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Rotkin adjourned to Closed Session at 9:45 a.m. and reconvened to Open Session at 11:53 a.m.

SECTION III: RECONVENE TO OPEN SESSION

16. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Vice Chair Rotkin adjourned the meeting at 11:54 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

March 25, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, March 25, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Michelle Hinkle
Mike Keogh
Emily Reilly
Mike Rotkin (arrived after roll call)
Dale Skillicorn
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Dene Bustichi
Stephanie Harlan
Ex-Officio Wes Scott
Mark Stone

STAFF PRESENT

Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maintenance Manager
Les White, General Manager

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

Wally Brondstatter, Paratransit Superintendent
Jeff Le Blanc, MASTF
Bonnie Morr, UTU

Will Regan, VMU
Amy Weiss, Spanish Interpreter
Bob Yount, MAC/MASTF/E&D TAC

DIRECTOR BEAUTZ ARRIVED

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Brommer Street Transit Users
- b. Metro Riders Union

Re: Route 65
Support of Maintenance Manager

5-1.7

c. Howard A. Powers

Re: Communication to Board

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr submitted a letter to General Manager Les White, which is attached to these minutes, regarding UTU's acceptance of implementing the service revisions to restore service to Vine Hill Elementary School as soon as the talking bus technology and bus stop signage are corrected.

VICE CHAIR ROTKIN ARRIVED

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Memo from the SCCRTC was distributed at today's meeting regarding Item #7.

SECTION I:

OPEN SESSION:
ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert Written Communication)

CONSENT AGENDA:
ADD TO ITEM #5-1

APPROVE REGULAR BOARD MEETING MINUTES OF
FEBRUARY 11 AND FEBRUARY 25, 2005
(Insert Minutes of February 25, 2005)

DELETE ITEM #5-7

ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JANUARY
2005

ADD ITEM #5-14

(Will be included in the April 2005 Board Packet)

CONSIDERATION OF APPROVAL OF RESOLUTIONS
AMENDING CALPERS MEDICAL RATES

(Insert Staff Report)

REGULAR AGENDA:
DELETE ITEM #8

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER
TO EXECUTE A CONTRACT FOR RADIO MAINTENANCE AND
REPAIR SERVICES

(Action taken at the March 11, 2005 Board Meeting)

INSERT ITEM #9

CONSIDERATION OF APPROVAL OF FY 05-06 LINE ITEM
BUDGET FOR REVIEW AND CLAIMS PURPOSES
(Insert Staff Report)

DELETE ITEM #10

CONSIDERATION OF APPROVAL OF A RESOLUTION OF
APPRECIATION FOR THE SERVICES OF DAVID KONNO AS
MANAGER OF FACILITIES MAINTENANCE FOR THE SANTA
CRUZ METROPOLITAN TRANSIT DISTRICT
(Action taken at the March 11, 2005 Board Meeting)

5-1.8

REPLACE ITEM #12

CONSIDERATION OF REVISING THE MANAGEMENT STRUCTURE TO COMBINE THE FLEET MAINTENANCE MANAGER POSITION AND THE FACILITIES MAINTENANCE MANAGER POSITION INTO A SINGLE MANAGER OF MAINTENANCE POSITION AND ESTABLISHING THE SALARY LEVEL COMMENSURATE WITH THE MANAGER OF OPERATIONS

(Insert Revised Staff Report and new Attachment "B")

INSERT ITEM #13

CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2005 LEGISLATIVE CONFERENCE

(Insert Staff Report)

ADD ITEM #14

CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2006 STA AND TDA CLAIMS

(Insert Staff Report)

ADD ITEM #15

CONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS

(Insert Staff Report)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 11 AND 25, 2005
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE FEBRUARY 2005 RIDERSHIP REPORT (page 1 will be included in the April 2005 Board Packet)
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 16, 2005 AND MINUTES OF JANUARY 19, 2005
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JANUARY 2005 AND CONSIDERATION OF BUDGET TRANSFERS
- 5-7. DELETED: ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2004 (will be included in the April 2005 Board Packet)
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2004
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE FEBRUARY 2005 MEETINGS
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF A SUBURBAN UTILITY VEHICLE
- 5-13. CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING METRO'S AMENDED RECORDS RETENTION SCHEDULE
(Moved to Consent Agenda at the March 11, 2005 Board Meeting. Retained original numbering as Item #11)

5-1.9

**5-14. CONSIDERATION OF APPROVAL OF RESOLUTIONS AMENDING CALPERS
MEDICAL RATES**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Consent Agenda.

Motion passed by unanimous affirmative voice vote in lieu of roll call vote with Directors Bustichi, Harlan and Stone being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were awarded longevity certificates for their years of service:

TEN YEARS

Susan I Traylor, Senior Accounting Technician
Frederick H. Codd, Bus Operator

FIFTEEN YEARS

Nicholas J. Fallau, FM Lead Mechanic

TWENTY-FIVE YEARS

Justin R. Hart, Bus Operator
Wallace W. Brondstatter, Paratransit Superintendent
Edward L. Nelson, Transit Supervisor

Director Spence thanked Wally Brondstatter for giving up his seniority as a Bus Operator to help with Paratransit.

**7. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ
COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT
COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF FEBRUARY 16,
2005**

Chair Keogh thanked Directors Reilly and Spence for their participation on the Task Force. A Memo from the SCCRTC stating the Task Force minutes and recommendations would be available as part of the April 7th SCCRTC Agenda Packet was distributed at today's meeting.

**9. CONSIDERATION OF APPROVAL OF FY 05-06 LINE ITEM BUDGET FOR REVIEW
AND CLAIMS PURPOSES**

Summary:

Elisabeth Ross reported that a preliminary budget is brought to the Board for approval each year. Even though the Board adopted a 2-year budget last year, the figures for FY05-06 need to be adjusted from the original budget in order to balance.

5-1.10

Ms. Ross explained that Staff is currently working on the draft final budget, which will be presented to the Board in May after meeting with Union representatives and refining revenue and expense projections as updated information becomes available. The Board will then consider adopting the proposed final budget in June.

Discussion:

Ms. Ross responded to Director Beautz' inquiry that the "Other Paid Absences" on page 9.a3 is an estimate of variable absences like Bereavement Leave and Jury Duty.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Adopt the preliminary line item budget for FY 05-06 for review and TDA/STA claims purposes.

Motion passed unanimously with Directors Bustichi, Harlan and Stone being absent.

12. CONSIDERATION OF REVISING THE MANAGEMENT STRUCTURE TO COMBINE THE FLEET MAINTENANCE MANAGER POSITION AND THE FACILITIES MAINTENANCE MANAGER POSITION INTO A SINGLE MANAGER OF MAINTENANCE POSITION AND ESTABLISHING THE SALARY LEVEL COMMENSURATE WITH THE MANAGER OF OPERATIONS.

Summary:

Les White reported that with retirement of David Konno, Facilities Maintenance Manager, a review of both the Fleet Maintenance Manager and the Facilities Maintenance Manager positions was conducted and a determination made that the positions could be combined into a single Manager of Maintenance position.

The additional duties assigned to the Manager of Maintenance place the position on the same level as the Manager of Operations position.

The Facilities Maintenance Supervisor will also be assigned additional duties and should be reclassified to the same level as the Fleet Supervisor position. SEIU has approved of these changes.

Discussion:

Director Reilly commented that she was concerned that the Admin Secretary/Supervisor's workload would increase. Mr. White responded that this position is support for the Fleet side and that the Facilities Maintenance Supervisor would continue to do the administrative detail for the Facilities side.

Les White clarified for Vice Chair Rotkin that there are two Fleet Maintenance Supervisors because Fleet shops operate around the clock 24 hours per day, and that the Parts & Materials

5-1.11

Supervisor oversees both of the two parts locations, one at 111 Dubois Street and the other at 138 Golf Club Drive.

Will Regan thanked management for meeting with SEIU to address concerns and said he found the Organizational Chart very helpful.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SKILLICORN

Approve revising the METRO Management structure to combine the Fleet Maintenance Manager position and the Facilities Maintenance Manager position into a single Manager of Maintenance position and establish the salary level commensurate with the Manager of Operations position; and Approve the reclassification and reassignment of the Facilities Maintenance Supervisor position to be equivalent to the Fleet Maintenance Supervisor position and move the position from the Salaried Employees Association Chapter (SEA) to the Professional Supervisors Association Chapter (PSA) contingent upon the approval of SEIU, Local 415. These changes are to become effective on March 25, 2005.

Motion passed unanimously with Directors Bustichi, Harlan and Stone being absent.

13. CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2005 LEGISLATIVE CONFERENCE

Summary:

Les White reported that he had attended the APTA Legislative Conference held March 6th – 9th in Washington, DC. Mr. White participated in the Legislative Conference and met with Congressional Staff. To discuss pending legislation that would affect METRO. Mr. White reported that the House and Senate had just passed the Transportation Equity Act reauthorization bills recently, and that both versions included the High Intensity Transit Tier language word for word. Congress will now consider enacting the bill, which will provide approximately \$6 million for MetroBase. Mr. White also reported that the "earmarking" of the Pacific Station project could result in \$4.4 million in federal funds during the next fiscal year toward an overall \$11.6 million federal commitment over the life of the project.

14. CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2006 STA AND TDA CLAIMS

Summary:

Mark Dorfman reported that these are the standard claims METRO files on an annual basis for transit operations and capital improvements. METRO will claim approximately \$5.6 million in TDA funds and \$1.1 million in STA funds for FY 2006 based upon TDA and STA revenue estimates for the coming fiscal year.

5-1.12

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move passage of Resolutions authorizing Staff to submit claims to the Santa Cruz County Regional Transportation Commission for FY 2006 State Transit Assistance (STA) and Transportation Development ACT (TDA) funds.

Motion passed by unanimous affirmative voice vote in lieu of roll call vote with Directors Bustichi, Harlan and Stone being absent.

15. CONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS

Summary:

Margaret Gallagher reported that METRO has had a bus stop for many years, which is in the path of travel to the new entrance of Trader Joe's on Front Street. At the request of the City Redevelopment Agency, the Board approved moving the stop 20 feet south and approved a license agreement set forth in Attachment "A" that was forwarded to the Agency so that a signature could be obtained from the property owner.

Instead of returning the original agreement, a different agreement was sent back to METRO. The property owner's attorney feels METRO should be charged for the license. The property owner's version of the agreement names San Francisco, rather than Santa Cruz, as the venue for any disagreements that may arise and limits the term to 5 years rather than 15 years. Ms. Gallagher has been attempting to negotiate the terms of the agreement as set forth in Attachment "B" but the owner has been out of town.

Discussion:

It was pointed out that METRO has already moved the stop to accommodate the opening of the new Trader Joe's. There was discussion about whether that was a mistake and about the property owner's unreasonable lack of accommodating the District with regard to terms of the agreement. Les White pointed out that the owner apparently did not know that this was an existing stop that was moved to accommodate them, but looked at it as an encroachment lease in their right-of-way, when actually, the stop has always been in the public right-of-way.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Authorize District Counsel to accept the property owner's version of the License Agreement with the understanding that District Counsel will continue to make efforts to negotiate METRO's terms as set forth in Attachment "B" for the bus stop located at Soquel and Front Streets. If no cooperation is obtained, District Counsel is not compelled to sign the agreement and this matter is to be referred to the City Council for resolution.

Bonnie Morr stated that this bus stop was a result of combining two stops on Front Street to become ADA compliant as part of the City's Front Street Realignment project which BSAC was involved in.

5-1.13

Jeff Le Blanc stated that he would like to see this stop set back off the sidewalk and onto a pad because the sidewalk gets very congested there.

Director Spence pointed out that Santa Cruz "Municipal" should be corrected to Santa Cruz "METRO" on pages 15.a4, 15.a5, 15.b4 and 15.b6.

Vice Chair Rotkin accepted these changes as friendly amendments.

Motion passed unanimously with Directors Bustichi, Harlan and Stone being absent.

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

Margaret Gallagher reported that the Board would be discussing Labor Negotiations with their Labor Negotiator, discussing two cases of Anticipated Litigation with their Legal Counsel.

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Keogh adjourned to Closed Session at 9:50a.m. and reconvened to Open Session at 12:00 p.m.

SECTION III: RECONVENE TO OPEN SESSION

16. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Chair Keogh adjourned the meeting at 12:01 p.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

S-1.14

SANTA CRUZ METROPOLITAN .SIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 03/01/05 THRU 03/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
13920P03/01/05		-30.00	001271	DEPARTMENT OF MOTOR VEHICLES		4350	VOID CHECK	-30.00	PRE-PAID
14560	03/08/05	86.57	001	SBC		3938	FEB PHONE LINES	86.57	
14561	03/08/05	420.98	001038	TWINVISION NA INC.		3913	REV VEH PARTS	420.98	
14562	03/08/05	538.00	001042	EMPLOYER'S HEALTH SVCS, LLC		3939	NOV-FEB DRUG TEST	538.00	
14563	03/08/05	1,072.50	001044	PACKET FUSION, INC.		3940	PHONE SUPPORT/PT	835.00	
						3941	PHONE SUPPORT/PT	237.50	
14564	03/08/05	8,318.22	001048	CRUZ CAR WASH		3942	REV VEH FUEL/PT	7,728.62	
						3943	VEH WASH SVCS/PT	589.60	
14564P03/08/05		-8,318.22	001048	CRUZ CAR WASH		4226	VOID CHECK	-8,318.22	PRE-PAID
				VOID CHECK					
14565	03/08/05	76.46	001052	MID VALLEY SUPPLY		3944	CLEANING SUPPLIES/PT	76.46	
14566	03/08/05	3,473.00	001056	TRI-FORCE SOLUTIONS		3945	HASLER MAIL SYS/PT	3,473.00	
14567	03/08/05	2,754.14	001063	NEW FLYER INDUSTRIES LIMITED		3914	REV VEH PARTS 299	298.96	
						3915	REV VEH PARTS 2455	2,455.18	
14568	03/08/05	1,470.00	001093	KROLL LABORATORY SPECIALISTS		3946	OCT DRUG TESTING	392.00	
						3947	NOV DRUG TESTING	318.50	
						3948	DEC DRUG TESTING	514.50	
						3949	JAN DRUG TESTING	245.00	
14569	03/08/05	116,482.22	001316	DEVCO OIL		3937	FEB FUEL	116,482.22	
14570	03/08/05	15,789.91	001346	CITY OF SANTA CRUZ		3950	JUL-DEC OFFICER/MET	15,789.91	
14571	03/08/05	2,411.60	001365	BORTNICK, ROBERT S. & ASSOC.	7	3951	INVESTIGATIVE SVCS	2,411.60	
14572	03/08/05	157.34	001454	MONTEREY BAY OFFICE PRODUCTS		3952	3/1-5/31 COPIER/ADM	157.34	
14573	03/08/05	5,637.50	001492	EVERGREEN OIL INC.		3953	HAZ WASTE DISPOSAL	1,702.50	
						3954	HAZ WASTE DISPOSAL	3,935.00	
14574	03/08/05	1,130.06	001627	NEW PIG CORPORATION		3955	REPAIRS/MAINT 1068	1,130.06	
14575	03/08/05	1,163.00	001708	SANTA CRUZ AREA TMA		3956	2005 ANNUAL MEMBER	1,163.00	
14576	03/08/05	160.00	001817	SOCIETY FOR HUMAN RESOURCE		3957	MEMBERSHIP 3/05-2/06	160.00	
14577	03/08/05	289.00	001896	NATIONAL BUSINESS INSTITUTE		3958	4/6/05 SEMINAR	289.00	
14578	03/08/05	162.98	001976	SPORTWORKS NORTHWEST, INC.		3916	REV VEH PARTS 159	162.98	
14579	03/08/05	97.52	002012	CARTER, H.V. CO. INC.		3959	REPAIRS/MAINTENANCE	97.52	
14580	03/08/05	143.65	002028	WESTCOAST LEGAL SERVICE	7	3960	PROF/TECH SVCS	143.65	
14581	03/08/05	31.39	002063	COSTCO		3961	PHOTO PROCESS/OPS	17.30	
						3962	LOCAL MEETING EXP	14.09	
14582	03/08/05	122.50	002069	A TOOL SHED, INC.		3963	EQUIPMENT RENTAL	122.50	
14583	03/08/05	173.39	002106	AMERICAN SUPPLY COMPANY		3964	CLEANING SUPPLIES/PT	173.39	
14584	03/08/05	3,489.00	002143	TOXSCAN INC.		3965	STORM WATER ANALYSIS	3,489.00	
14585	03/08/05	209.38	002161	APPLIED INDUSTRIAL TECH		3966	REPAIRS/MAINTENANCE	93.50	
						3967	REPAIRS/MAINTENANCE	115.88	
14586	03/08/05	156.92	002307	EWING IRRIGATION PRODUCTS		3968	REPAIRS/MAINTENANCE	156.92	
14587	03/08/05	2,000.00	002352	U.S. POSTAL SERVICE(AMS-TMS)		3969	POSTAGE FOR METER	2,000.00	
14588	03/08/05	749.63	002504	TIFCO INDUSTRIES		3917	PARTS & SUPPLIES	749.63	
14589	03/08/05	96.00	002567	DEPARTMENT OF JUSTICE		3970	JAN FINGERPRINTS	96.00	
14590	03/08/05	150,000.00	002569	COMERICA BANK		3971	WORK COMP FUND	150,000.00	
14591	03/08/05	335.58	002624	DIGITAL RECORDERS		3918	REV VEH PARTS	335.58	
14592	03/08/05	1,454.07	002721	NEXTEL COMMUNICATIONS		3972	1/4-2/3 PHONES/PT	1,454.07	
14593	03/08/05	297.70	007	UNITED PARCEL SERVICE		3919	DEC-FEB FREIGHT	297.70	
14594	03/08/05	60.00	014	CABRILLO COLLEGE		3973	FINGERPRINTING	60.00	
14595	03/08/05	389.94	020	ADT SECURITY SERVICES INC.		3974	MAR ALARMS	389.94	
14596	03/08/05	22.05	041	MISSION UNIFORM		3975	JAN UNIF/LAUNDRY PT	22.05	

5-2.1

SANTA CRUZ METROPOLITAN . . . SIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 03/01/05 THRU 03/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14597	03/08/05	302.12	061A	REGISTER PAJARONIAN		3920	CLASSIFIED ADS FLEET	92.84	
						3976	CLASSIFIED AD/ADM	137.54	
						3977	CLASSIFIED AD/ADM	71.74	
14598	03/08/05	28.20	147	ZEE MEDICAL SERVICE CO.		3978	SAFETY SUPPLIES	28.20	
14599	03/08/05	1,151.24	172	CENTRAL WELDER'S SUPPLY, INC.		3921	SUPPLY/ANNUAL LEASE	1,151.24	
14600	03/08/05	4,608.00	180	MANPOWER		3979	TEMP/IT W/E 1/23	1,536.00	
						3980	TEMP/IT W/E 1/30	1,536.00	
						3981	TEMP/IT W/E 2/6	1,536.00	
14601	03/08/05	36.04	183	BAYSHORE TRUCK EQUIPMENT CO.		3922	REV VEH PARTS	36.04	
14602	03/08/05	294.98	186	WILSON, GEORGE H., INC.		3923	OUT REPAIR REV VEH	294.98	
14603	03/08/05	93.71	210	HOLIDAY MUFFLER SERVICE		3982	OUT REPAIR/#209/PT	93.71	
14604	03/08/05	16.46	215	IKON OFFICE SOLUTIONS		3983	COPIER OVERAGE/PT	16.46	
14605	03/08/05	455.74	282	GRAINGER		3984	SMALL TOOLS/PT	455.74	
14606	03/08/05	68.63	288	MUNCIE TRANSIT SUPPLY		3924	REV VEH PARTS	68.63	
14607	03/08/05	6.28	294	ANDY'S AUTO SUPPLY		3985	REV VEH PARTS/PT	6.28	
14608	03/08/05	44.25	372	FEDERAL EXPRESS		3925	JAN/FEB MAILINGS	44.25	
14609	03/08/05	45.57	378	STEWART & STEVENSON		3926	REV VEH PARTS	45.57	
14610	03/08/05	2,373.25	395	APPLIED GRAPHICS, INC.		3986	EMPLOY INTEREST CARD	139.54	
						3987	PRINTING/PT	2,233.71	
14611	03/08/05	152.62	405	JOHN'S ELECTRIC MOTOR SVC	7	3988	REPAIRS/MAINTENANCE	152.62	
14612	03/08/05	14.48	418	COUNTY OF SANTA CRUZ		3927	JAN CNG	14.48	
14613	03/08/05	628.59	428	NEOWARE SYSTEMS, INC.		3989	HW/SW SUPPORT	628.59	
14614	03/08/05	2,604.00	432	EXPRESS PERSONNEL SERVICES		3928	TEMP W/E 1/23 FLT	744.00	
						3929	TEMP W/E 1/30 FLT	930.00	
						3930	TEMP W/E 2/6 FLT	930.00	
14615	03/08/05	164.36	434	VERIZON WIRELESS-PAGERS		3990	MAR PAGERS	164.36	
14616	03/08/05	123.58	436	WEST PAYMENT CENTER		3991	JAN ACCESS CHGS	123.58	
14617	03/08/05	2,239.00	459	MOUNTAIN CABLE &		3992	INSTALL MULTIPLEXOR	2,239.00	
14618	03/08/05	487.20	497B	APTA		3993	OPS MGR CLASS AD	487.20	
14619	03/08/05	303,753.23	502	CA PUBLIC EMPLOYEES'		3994	MAR MEDICAL INS	303,753.23	
14620	03/08/05	29.74	566	ARROWHEAD MTN SPRING WATER		3931	JAN WATER FLEET	29.74	
14621	03/08/05	255.00	615	CALPELRA		3995	2005 MEMBERSHIP DUES	255.00	
14622	03/08/05	499.80	629	HUGHES & ASSOCIATES	7	3996	INVESTIGATIVE SVCS	499.80	
14623	03/08/05	1,567.12	647	GFI GENFARE		3932	REV VEH PARTS	195.11	
						3933	REV VEH PARTS	1,372.01	
14624	03/08/05	2,258.60	733	CLAREMONT BEHAVIORAL SERVICES		3997	FEB EAP PREMIUM	1,225.00	
						3998	MAR EAP PREMIUM	1,033.60	
14625	03/08/05	101.52	764	MERCURY METALS		3999	REV VEH PARTS/PT	101.52	
14626	03/08/05	455.75	768	SCMTD CHANGE FUND/METRO CENTER		4000	CHANGE FUND/METRO	455.75	
14627	03/08/05	2,120.00	804	ORTHOPAEDIC HOSPITAL	7	4001	JAN PROF/TECH SVCS	2,120.00	
14628	03/08/05	1,787.30	852	LAW OFFICES OF MARIE F. SANG	7	4002	WORKERS COMP CLAIMS	1,787.30	
14629	03/08/05	700.83	856	ANGI INTERNATIONAL LLC		4003	CNG REBUILD KIT	700.83	
14630	03/08/05	6.10	880	SEISINT, INC.		4004	PROF/TECH SVCS LGL	6.10	
14631	03/08/05	54.00	892	CASHMAN, BEVERLY		4005	REFUND PT COUPONS	54.00	
14632	03/08/05	3,937.39	909	CLASSIC GRAPHICS		3934	OUT REPAIR REV VEH	1,582.15	
						3935	OUT REPAIR REV VEH	1,996.81	
						3936	OUT REPAIR REV VEH	358.43	
14633	03/08/05	195.00	915	WORKIN.COM, INC.		4006	1/28-2/27 JOB POST	195.00	
14634	03/08/05	152.36	932	A.L. LEASE COMPANY, INC.		4007	REPAIRS/MAINTENANCE	15.34	
						4025	REPAIRS/MAINTENANCE	137.02	

5-2-2

SANTA CRUZ METROPOLITAN .SIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 03/01/05 THRU 03/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14635	03/08/05	21,000.00	945	LINHART PETERSEN POWERS ASSOC.		4008	MB PRELIM REVIEW	21,000.00	
14636	03/08/05	19,208.37	977	SANTA CRUZ TRANSPORTATION, LLC		4009	JAN 05 PT SVCS	19,208.37	
14637	03/08/05	100.00	B003	BEAUTZ, JAN	7	4014	FEB BOARD MTG	100.00	
14638	03/08/05	50.00	B006	HINKLE, MICHELLE	7	4016	FEB BOARD MTG	50.00	
14639	03/08/05	100.00	B007	KEOGH, MICHAEL	7	4017	FEB BOARD MTG	100.00	
14640	03/08/05	100.00	B011	REILLY, EMILY	7	4018	FEB BOARD MTG	100.00	
14641	03/08/05	100.00	B012	SPENCE, PAT	7	4021	FEB BOARD MTG	100.00	
14642	03/08/05	100.00	B014	CITY OF WATSONVILLE		4023	FEB BOARD MTG	100.00	
14643	03/08/05	100.00	B015	ROTKIN, MIKE	7	4019	FEB BOARD MTG	100.00	
14644	03/08/05	100.00	B016	SKILLICORN, DALE	7	4020	FEB BOARD MTG	100.00	
14645	03/08/05	100.00	B017	STONE, MARK	7	4022	FEB BOARD MTG	100.00	
14646	03/08/05	100.00	B018	BUSTICHI, DENE	7	4015	FEB BOARD MTG	100.00	
14647	03/08/05	45.00	E201	PRUDDEN, RICHARD		4010	DMV/VTT FEES	45.00	
14648	03/08/05	332.89	E312	CHENG, FRANK		4011	TRANSIT CONST TRAIING	332.89	
14649	03/08/05	106.97	E322	HICKEY, MARK		4012	1ST AID/CPR BKS 100	106.97	
14650	03/08/05	45.00	E379	ABACHERLI, ARLETTE		4013	DMV/VTT FEES	45.00	
14651M03/09/05		53.38	434B	VERIZON CALIFORNIA MT. BIEWLASKI		4163	MT. BIEWLASKI	53.38	MANUAL
14652	03/18/05	596.18	001	SBC		4070	MAR PHONE/IT	596.18	
14653	03/18/05	1,621.83	001019	HOLDSWORTH NORTH AMERICA		4026	UPHOLSTERY MATL 1531	1,621.83	
14654	03/18/05	2,135.22	001029	GOLDEN GATE SYSTEMS		4071	BACK-UPS & MNTRS/PT	2,135.22	
14655	03/18/05	8,910.62	001036	STANDARD INSURANCE COMPANY		4072	LIFE/AD&D INS	8,910.62	
14656	03/18/05	11,131.48	001043	VISION SERVICE PLAN		4073	MAR VISION INSURANCE	11,131.48	
14657	03/18/05	95.00	001044	PACKET FUSION, INC.		4074	PHONE SUPPORT/PT	95.00	
14658	03/18/05	607.60	001052	MID VALLEY SUPPLY		4027	CLEANING SUPPLY FLT	290.63	
						4075	CLEANING SUPPLIES	316.97	
14659	03/18/05	382.60	001065	ARROW FIRE PROTECTION		4028	REV VEH PARTS/TOOLS	382.60	
14660	03/18/05	263.91	001230	CAPITOL CLUTCH & BRAKE, INC.		4029	REV VEH PARTS	263.91	
14661	03/18/05	1,181.81	001263	ABBOTT STREET RADIATOR, INC.		4030	REPAIR RADIATOR	401.81	
						4031	RPR FUEL TANK ASSBLY	780.00	
14662	03/18/05	333.00	001315	WASTE MANAGEMENT		4076	FEB MT HERMON/KINGS	43.82	
						4077	FEB KINGS VILLAGE	146.81	
						4078	FEB RESEARCH PARK	142.37	
14663	03/18/05	1,179.07	001346	CITY OF SANTA CRUZ		4079	04/05 STRM/FLD WATER	1,179.07	
14664	03/18/05	88.66	001711	MOHAWK MFG. & SUPPLY CO.		4032	REV VEH PARTS	88.66	
14665	03/18/05	235.31	001800	THERMO KING OF SALINAS, INC		4033	REV VEH PARTS	235.31	
14666	03/18/05	60.43	001936	MCI		4080	FEB LONG DIST/PT	51.66	
						4081	FEB LONG DIST/PT	8.77	
14667	03/18/05	23.86	001986	WAGER CO., INC. ROBERT		4034	PRINTER RIBBON 18	23.86	
14668	03/18/05	3,820.37	001A	SBC/MCI		4082	FEB PHONE/IT	92.28	
						4083	FEB PHONE/IT	177.26	
						4084	FEB PHONE/IT	177.26	
						4085	FEB PHONES	1,716.38	
						4086	FEB PHONES/PT	255.47	
						4087	JAN PHONES/PT	705.81	
						4088	FEB PHONES/PT	588.88	
						4089	FEB PHONES/PT	107.03	
14669	03/18/05	78.38	002028	WESTCOAST LEGAL SERVICE	7	4090	PROF/TECH SVCS	78.38	
14670	03/18/05	7,288.56	002069	A TOOL SHED, INC.		4091	HARVEY WEST BLVD	7,288.56	
14671	03/18/05	2,000.00	002267	SHAW & YODER, INC.		4092	JAN LEGISLATIVE SVCS	2,000.00	

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SANTA CRUZ METROPOLITAN L .SIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 03/01/05 THRU 03/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
14672	03/18/05	2,550.00	002287	CALIFORNIA SERVICE EMPLOYEES		4093	MAR MEDICAL	2,550.00	
14673	03/18/05	23,882.40	002295	FIRST ALARM		4094	JAN/FEB DISP SVC/PT	210.00	
						4095	FEB SECURITY	23,672.40	
14674	03/18/05	3,750.00	002346	CHANEY, CAROLYN & ASSOC., INC.		4096	MAR LEGISLATIVE SVCS	3,750.00	
14675	03/18/05	132.60	002459	SCOTTS VALLEY WATER DISTRICT		4097	12/7-2/2 KINGS VLG	28.50	
						4098	12/7-2/2 KINGS VLG	104.10	
14676	03/18/05	744.66	002504	TIFCO INDUSTRIES		4035	PARTS & SUPPLIES FLT	744.66	
14677	03/18/05	1,887.75	002607	CTC ANALYTICAL SERVICES		4036	OUT REPAIR REV VEH	1,887.75	
14678	03/18/05	115.20	002639	NEXTEL COMMUNICATIONS		4037	1/26-2/25 PHONES	115.20	
14679	03/18/05	1,056.74	004	NORTH BAY FORD LINC-MERCURY		4038	REV VEH PARTS	1,056.74	
14681	03/18/05	24,432.29	009	PACIFIC GAS & ELECTRIC		4039	1/31-2/28 CNG/G RVR	10,029.48	
						4040	2/1-3/2 CNG/E RVR	1,489.40	
						4099	1/26-2/24 SAKATA	10.43	
						4100	1/26-2/24 SAKATA	10.64	
						4101	1/28-2/28 RODRIGUEZ	1,209.38	
						4102	1/28-2/28 RODRIGUEZ	60.96	
						4103	2/1-3/2 GOLF CLUB	873.18	
						4104	2/1-3/2 GOLF CLUB	1,532.96	
						4105	2/1-3/2 1200 RVR	1,465.83	
						4106	1/29-3/2 111 DUB	697.77	
						4107	1/29-3/2 111 DUB	1,562.73	
						4108	2/1-3/2 1200 RVR	460.33	
						4109	1/29-3/2 370 ENC	1,999.01	
						4110	1/29-3/2 370 ENC	839.24	
						4111	2/1-3/2 1122 RVR	7.69	
						4112	2/3-3/5 PACIFIC	1,033.85	
						4113	2/3-3/5 PACIFIC	463.98	
						4114	2/3-3/5 PACIFIC	289.61	
						4115	2/10-3/11 KINGS VLG	376.16	
						4116	2/10-3/11 KINGS VLG	19.66	
14682	03/18/05	2,817.41	018	SALINAS VALLEY FORD SALES		4041	REV VEH PARTS	2,817.41	
14683	03/18/05	3,147.32	041	MISSION UNIFORM		4042	FEB UNIF/LAUNDRY FLT	2,619.42	
						4117	FEB UNIF/LAUNDRY PT	44.10	
						4118	FEB UNIFORMS/LAUNDRY	483.80	
14684	03/18/05	276.95	067	ROTO-ROOTER		4119	OUT REPAIR BLDGS/IMP	276.95	
14685	03/18/05	6,861.80	079	SANTA CRUZ MUNICIPAL UTILITIES		4120	1/29-3/2 PACIFIC	85.16	
						4121	1/29-3/2 PACIFIC	2,287.22	
						4122	1/28-2/25 GOLF CLUB	842.10	
						4123	1/28-2/25 370 ENC	80.72	
						4124	1/28-2/25 370 ENC	872.90	
						4125	1/28-2/25 1200 RVR	2,003.40	
						4126	1/28-2/25 111 DUB	690.30	
14686	03/18/05	16,725.08	085	DIXON & SON TIRE, INC.		4043	FEB TIRES/TUBES FLT	16,725.08	
14687	03/18/05	275.08	104	STATE STEEL COMPANY		4044	PARTS & SUPPLY FLT	275.08	
14688	03/18/05	876.83	115	SNAP-ON INDUSTRIAL		4045	SMALL TOOLS FLT	876.83	
14689	03/18/05	70.34	123	BAY PHOTO LAB		4127	PHOTO PROCESS/PT	70.34	
14690	03/18/05	95.20	130	CITY OF WATSONVILLE UTILITIES		4128	2/1-3/1 SAKATA	13.45	
						4129	2/1-3/1 RODRIGUEZ	9.50	
						4130	2/1-3/1 SAKATA	72.25	
14691	03/18/05	2,253.50	134	DAY WIRELESS SYSTEMS		4046	MAR OUT REPAIR EQUIP	2,253.50	

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SANTA CRUZ METROPOLITAN LOCAL SIT DISTRICT
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14692	03/18/05	1,776.88	135	SANTA CRUZ AUTO PARTS, INC.		4047	REV VEH PARTS/SUPPLY	888.15	
						4131	REV VEH PARTS/PT	888.73	
14693	03/18/05	35.40	147	ZEE MEDICAL SERVICE CO.		4132	SAFETY SUPPLIES	35.40	
14694	03/18/05	1,623.86	148	ZEP MANUFACTURING COMPANY		4048	CLEANING SUPPLY FLT	1,299.11	
						4049	CLEANING SUPPLY FLT	324.75	
14695	03/18/05	438.65	161	OCEAN CHEVROLET INC		4050	REV VEH PARTS FLT	26.65	
						4133	REV VEH PARTS/PT	412.00	
14696	03/18/05	1,421.86	166	HOSE SHOP, THE		4051	PARTS & SUPPLY FLT	1,405.90	
						4134	CABLE TIES/FACIL	15.96	
14697	03/18/05	205.24	167	KEYSTON BROTHERS		4052	OTHER MOBILE SUPPLY	205.24	
14698	03/18/05	1,640.71	170	TOWNSEND'S AUTO PARTS		4053	REV VEH PARTS/SUPPLY	1,640.71	
14699	03/18/05	34.65	172	CENTRAL WELDER'S SUPPLY, INC.		4054	PARTS & SUPPLY FLT	34.65	
14700	03/18/05	1,536.00	180	MANPOWER		4135	TEMP/IT W/E 2/13	1,536.00	
14701	03/18/05	858.88	191	GOLDEN GATE PETROLEUM		4055	FEB OIL FLEET	858.88	
14702	03/18/05	118.26	192	ALWAYS UNDER PRESSURE		4136	REPAIRS/MAINTENANCE	118.26	
14703	03/18/05	257.76	221	VEHICLE MAINTENANCE PROGRAM		4056	REV VEH PARTS 258	257.76	
14704	03/18/05	1,020.23	225	MISSION PRINTERS	7	4137	PRINT BUS PASSES	1,020.23	
14705	03/18/05	1,504.05	282	GRAINGER		4057	SAFETY SUPPLIES FLT	1,504.05	
14706	03/18/05	17.32	288	MUNCIE TRANSIT SUPPLY		4058	REV VEH PARTS	17.32	
14707	03/18/05	434.86	294	ANDY'S AUTO SUPPLY		4059	REV VEH PARTS/SUPPLY	434.86	
14708	03/18/05	153.00	367	COMMUNITY TELEVISION OF		4138	TV COVERAGE 2/25 MTG	153.00	
14709	03/18/05	1,142.56	378	STEWART & STEVENSON		4060	TOW CHARGES #2234	729.00	
						4061	REV VEH PARTS	400.84	
						4062	REV VEH PARTS	12.72	
14710	03/18/05	610.00	384	DIRECT SAFETY COMPANY		4063	PARTS & SUPPLIES 610	610.00	
14711	03/18/05	222.18	395	APPLIED GRAPHICS, INC.		4064	FUEL/OIL CARDS	222.18	
14712	03/18/05	1,854.19	432	EXPRESS PERSONNEL SERVICES		4065	TEMP W/E 2/13 FLEET	930.00	
						4066	TEMP W/E 2/20 FLEET	924.19	
14713	03/18/05	2,516.27	480	DIESEL MARINE ELECTRIC, INC.		4067	REV VEH PARTS	2,516.27	
14714	03/18/05	321.00	481	PIED PIPER EXTERMINATORS, INC.		4139	FEB PEST CONTROL/	321.00	
14715	03/18/05	313.47	504	CUMMINS WEST, INC.		4068	OUT REPAIR REV VEH	313.47	
14716	03/18/05	91.00	510A	HASLER, INC.		4140	1/21-2/20 RENTAL/PT	32.00	
						4141	2/21-3/20 RENTAL/PT	32.00	
						4142	3/21-4/20 RENTAL/PT	27.00	
14717	03/18/05	70.00	682	WEISS, AMY L.	7	4143	PROF SVCS 2/25	70.00	
14718	03/18/05	139.50	739	CENTURY CHEVROLET		4144	OUT REPAIR/#306 PT	139.50	
14719	03/18/05	242.67	779	STAR MACHINE & TOOL CO.		4069	SMALL TOOLS 238	242.67	
14720	03/18/05	291.99	801	LOUIS AND RIPARETTI, INC.		4145	RPR WTC KIOSK ROOF	291.99	
14721	03/18/05	321.53	845A	BLUE SHIELD OF CALIFORNIA		4146	COBRA PREMIUM	321.53	
14722	03/18/05	824.00	852	LAW OFFICES OF MARIE F. SANG	7	4147	WORKERS COMP CLAIMS	824.00	
14723	03/18/05	2,778.00	858	CSAC EXCESS INSURANCE AUTHORITY		4148	EXCESS WC PREM ADJ	2,778.00	
14724	03/18/05	42,021.28	875	PACIFICARE DENTAL		4149	MAR DENTAL	42,021.28	
14725	03/18/05	1,920.00	878	KELLY SERVICES, INC.		4150	TEMP/LGL W/E 2/6	960.00	
						4151	TEMP/LGL W/E 2/13	960.00	
14726	03/18/05	198,316.36	904	RNL DESIGN		4152	PROF SVCS THRU 11/30	84,740.50	
						4153	REIMBRS EXP TO 11/30	707.79	
						4154	PROF SVCS THRU 12/31	108,660.59	
						4155	REIMBRS EXP TO 12/31	4,207.48	
14727	03/18/05	15,365.30	941	FORTIS BENEFITS INSURANCE CO.		4156	MAR LTD INSURANCE	15,365.30	
14728	03/18/05	138.00	943	CLEAN BUILDING MAINTENANCE		4157	FEB JANITORIAL SVCS	138.00	

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SANTA CRUZ METROPOLITAN WATER TREATMENT DISTRICT
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14729	03/18/05	6,788.53	977	SANTA CRUZ TRANSPORTATION, LLC		4158	FEB 05 PT SVCS	6,788.53	
14730	03/18/05	900.00	R434	KATZ & LAPIDES		4159	MEDIATION	900.00	
14731	03/18/05	865.99	R435	KERR, DEAN		4160	SETTLEMENT CLAIM	865.99	
14732	03/18/05	386.09	R436	ESPINOSA, MARIO		4161	SETTLEMENT CLAIM	386.09	
14733	03/18/05	90,000.00	R437	CASTILLO, FREDIS AND		4162	SETTLEMENT CLAIM	90,000.00	
14734M03/21/05		100,000.00	840A	SURF CITY PRODUCE COMPANY, INC		4229	120 GOLF CLUB DR	100,000.00	MANUAL
				120 GOLF CLUB DR					
14735M03/21/05		195,000.00	840B	ODWALLA, INC.		4230	120 GOLF CLUB DR	195,000.00	MANUAL
				120 GOLF CLUB DR					
14736	03/25/05	482.75	001	SBC		4164	MAR PHONE LINES	86.57	
						4165	MAR PHONES	396.18	
14737	03/25/05	17,319.89	001048	CRUZ CAR WASH		4166	REV VEH FUEL/PT	8,609.95	
						4167	VEH WASH SVCS/PT	391.72	
						4227	REV VEH FUEL/PT	7,728.62	
						4228	VEH WASH SVCS/PT	589.60	
14738	03/25/05	112.50	001064	MUNICIPAL MAINTENANCE EQUIPMNT		4168	KONI LIFT/DUB	112.50	
14739	03/25/05	11,783.58	001075	SOQUEL III ASSOCIATES	7	4224	CAM ADJ 2004-APR05	974.70	
						9000302	RESEARCH PARK RENT	10,808.88	
14740	03/25/05	294.00	001093	KROLL LABORATORY SPECIALISTS		4169	FEB DRUG TESTING	294.00	
14741	03/25/05	364.80	001112	BRINKS TROPHY SHOPPE	7	4170	LOCAL MEETING EXP	305.26	
						4171	NAMEPLATES/BOARD	59.54	
14742	03/25/05	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000303	CAPITOLA MALL RENT	1,407.05	
14743	03/25/05	30.00	001271	DEPARTMENT OF MOTOR VEHICLES		4172	EMPLOYER TESTING	30.00	
14744	03/25/05	84.00	001400	KIPLINGER LETTER		4173	KIPLINGER LTR/FIN	84.00	
14745	03/25/05	73.00	001401	KIPLINGER CALIFORNIA LETTER		4174	KIPLINGER CALIF/FIN	73.00	
14746	03/25/05	80.00	001492	EVERGREEN OIL INC.		4175	HAZ WASTE DISPOSAL	80.00	
14747	03/25/05	1,510.48	001856	BAY COMMUNICATIONS	7	4176	OUT REPAIR PHONES	1,510.48	
14748	03/25/05	63.38	002028	WESTCOAST LEGAL SERVICE	7	4177	PROF/TECH SVCS	63.38	
14749	03/25/05	29.63	002063	COSTCO		4178	PHOTO PROCESS/OPS	29.63	
14750	03/25/05	25,899.59	002116	HINSHAW, EDWARD & BARBARA	7	9000304	370 ENCINAL RENT	25,899.59	
14751	03/25/05	13,888.00	002117	IULIANO, NICK	7	9000305	111 DUBOIS RENT	10,888.00	
						9000306	115 DUBOIS RENT	3,000.00	
14752	03/25/05	16.64	002447	SETON IDENTIFICATION PRODUCTS		4179	NAMEPLATE/FAC 17	16.64	
14753	03/25/05	543.82	002627	CDW GOVERNMENT, INC.		4180	COMPUTER SUPPLIES/IT	543.82	
14754	03/25/05	3,737.00	002700	SANTA CRUZ COUNTY		4181	HEALTH PERMIT	761.00	
						4182	HEALTH PERMITS	2,976.00	
14755	03/25/05	2,159.35	002713	SANTA CRUZ AUTO TECH, INC.		4183	OUT RPR REV VEH/PT	2,159.35	
14756	03/25/05	827.26	009	PACIFIC GAS & ELECTRIC		4184	2/12-3/14 PAUL SWT	79.78	
						4185	2/15-3/15 RESEARCH	43.59	
						4186	2/15-3/15 RESEARCH	703.89	
14757	03/25/05	574.55	039	KINKO'S INC.		4187	FEB PRINTING	574.55	
14758	03/25/05	988.23	043	PALACE ART & OFFICE SUPPLY		4188	OFFICE SUPPLIES	988.23	
14759	03/25/05	424.91	074	KENVILLE LOCKSMITHS	7	4189	FEB LOCKS/KEYS	424.91	
14760	03/25/05	515.00	080	STATE BOARD OF EQUALIZATION		4190	FEB USE TAX PREPAY	515.00	
14761	03/25/05	424.94	085	DIXON & SON TIRE, INC.		4191	FEB TIRES PT	424.94	
14762	03/25/05	247.57	107	SAN LORENZO LUMBER		4192	REPAIRS/MAINTENANCE	247.57	
14763	03/25/05	234.31	115A	SNAP-ON TOOLS		4193	TORQUE WRENCH	234.31	
14764	03/25/05	56.78	147	ZEE MEDICAL SERVICE CO.		4194	SAFETY SUPPLIES	56.78	
14765	03/25/05	848.58	149	SANTA CRUZ SENTINEL		4195	FEB ADVERTISING	848.58	
14766	03/25/05	1,948.50	156	PRINT GALLERY, THE		4196	PRINT ROUTE STICKERS	1,948.50	

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SANTA CRUZ METROPOLITAN L .SIT DISTRICT
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14767	03/25/05	5,570.52	157	DELL MARKETING L.P.		4197	DELL DESKTOP PC/PT	787.12	
						4198	POWEREDGE SERVER	4,783.40	
14768	03/25/05	1,536.00	180	MANPOWER		4199	TEMP/IT W/E 2/20	1,536.00	
14769	03/25/05	634.07	215	IKON OFFICE SOLUTIONS		4200	COPIER MAINT/OPS	634.07	
14770	03/25/05	120.00	271	CARLSON, BRENT D., M.D., INC.	7	4201	FEB/MAR DRUG TESTING	120.00	
14771	03/25/05	69.34	276	SCOTTS VALLEY SPRINKLER		4202	REPAIRS/MAINTENANCE	69.34	
14772	03/25/05	312.74	282	GRAINGER		4203	BATTERIES/TAPE	200.12	
						4204	POWER POLE/VERNON	112.62	
14773	03/25/05	745.00	478	BEE CLENE	0	4205	CUSTODIAL SVCS/CRPTS	745.00	
14774	03/25/05	746.00	481	PIED PIPER EXTERMINATORS, INC.		4206	SPRAY TREES-MET/WTC	746.00	
14775	03/25/05	191.92	510	ASCOM HASLER LEASING		4207	APR EQUIP RENTAL	191.92	
14776	03/25/05	183.98	848	SANTA CRUZ ELECTRONICS, INC.		4208	COMPUTER SUPPLIES/IT	75.49	
						4209	COMPUTER SUPPLIES/IT	101.25	
						4210	COMPUTER SUPPLIES/IT	7.24	
14777	03/25/05	6,446.21	851	I.M.P.A.C. GOVERNMENT SERVICES		4225	4055019201230222	6,446.21	
14778	03/25/05	1,387.42	856	ANGI INTERNATIONAL LLC		4211	CNG PARTS	1,387.42	
14779	03/25/05	1,728.00	878	KELLY SERVICES, INC.		4212	TEMP/LGL W/E 2/20	960.00	
						4213	TEMP/LGL W/E 2/27	768.00	
14780	03/25/05	5,562.09	942	PROOFPOINT, INC.		4214	PROOFPOINT SECURITY	5,562.09	
14781	03/25/05	627.00	950	PARADISE LANDSCAPE	7	4215	MAR MAINTENANCE	627.00	
14782	03/25/05	83.20	965	SAYLER LEGAL SERVICE, INC.		4216	PROF/TECH SVCS	83.20	
14783	03/25/05	67,332.76	975	TRISTAR RISK MANAGEMENT NO. 2		4217	FEB TRUST ACCOUNT	67,332.76	
14784	03/25/05	525.00	989	STUCKER, NANCY K.	7	4218	PROF SVCS/BILINGUAL	525.00	
14785	03/25/05	45.00	E110	DEL PO, ROBERT		4219	DMV/VTT FEES	45.00	
14786	03/25/05	45.00	E151	FLOREZ, JOE		4220	DMV/VTT FEES	45.00	
14787	03/25/05	51.48	E256	GLATT, HARLAN		4221	HEADSET/IT 40	51.48	
14788	03/25/05	45.00	E478	ALLEN, ROBERT		4222	DMV/VTT FEES	45.00	
14789	03/25/05	229.97	M003	WYANT, JUDI		9000307	MED INS PREM REIMB	229.97	
14790	03/25/05	254.52	M005	ROSS, EMERY		9000308	MED INS PREM REIMB	254.52	
14791	03/25/05	459.94	M006	VAN DER ZANDE, ED		9000309	MED INS PREM REIMB	459.94	
14792	03/25/05	750.34	M007	BLAIR-ALWARD, GREGORY		9000310	MED INS PREM REIMB	750.34	
14793	03/25/05	1,075.65	M009	FREEMAN, MARY		9000311	MED INS PREM REIMB	1,075.65	
14794	03/25/05	364.49	M010	SHORT, SLOAN		9000312	MED INS PREM REIMB	364.49	
14795	03/25/05	184.57	M016	HICKLIN, DONALD KENT		9000313	MED INS PREM REIMB	184.57	
14796	03/25/05	413.09	M022	CAPELLA, KATHLEEN		9000314	MED INS PREM REIMB	413.09	
14797	03/25/05	179.92	M024	DOBBS, GLENN		9000315	MED INS PREM REIMB	179.92	
14798	03/25/05	75.17	M056	CRUISE, RICHARD		9000316	MED INS PREM REIMB	75.17	
14799	03/25/05	19.93	M057	PARHAM, WALLACE		9000317	MED INS PREM REIMB	19.93	
14800	03/25/05	19.93	M058	POTEETE, BEVERLY		9000318	MED INS PREM REIMB	19.93	
14801	03/25/05	743.55	R438	GEICO GENERAL INSURANCE CO.		4223	SETTLEMENT CLAIM	743.55	
TOTAL		1,684,859.08		COAST COMMERCIAL BANK		TOTAL CHECKS	243	1,684,859.08	

5-2.7

**Santa Cruz METRO
March 2005 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student		Faculty	Day Pass	Riders	W/C	Day Pass				
10	\$ 1,391.50	26,610	22,038		2,389	5	37	24	6	136	553	1,166	
13	\$ 544.04	12,299	10,530		805	5	12	5	5	60	253	538	
15	\$ 1,848.49	36,195	31,407		2,209	17	39	20	2	247	814	1,178	
16	\$ 5,395.62	77,587	65,690		4,509	51	103	30	16	673	1,533	3,302	
19	\$ 1,632.11	23,974	20,197		1,441	7	58	17	26	199	491	1,087	
3B	\$ 1,741.58	3,908	379		95	46	101	5	20	307	85	1,939	
4	\$ 1,219.96	4,932	217		73	13	155	55	54	170	71	3,417	
7	\$ 627.18	1,503	85		53	20	49	5	20	92	23	873	
7N	\$ 1,389.85	2,549	388		119	1	46	8	1	168	107	948	
9	\$ 296.24	493	38		-	10	2	1	1	10	1	266	
12A	\$ 259.69	4,587	3,932		346	11	5	7	2	35	104	122	
12B	\$ 187.68	4,467	3,928		263	1	6	-	-	24	61	130	
20	\$ 1,557.24	16,299	12,967		780	20	51	4	6	250	334	1,182	
31	\$ 1,277.54	2,159	89		49	13	25	22	4	115	79	1,065	
32	\$ 601.78	1,121	190		15	4	12	7	-	23	26	507	
33	\$ 281.76	623	-		-	1	-	-	1	7	15	431	
34	\$ 124.27	159	-		2	-	-	-	-	-	-	73	
35	\$ 26,477.01	43,087	1,008		422	299	764	129	210	1,754	1,521	23,089	
40	\$ 1,821.88	1,911	25		11	49	44	1	13	24	41	785	
41	\$ 981.89	1,839	353		165	14	18	-	14	40	145	653	
42	\$ 1,039.26	1,459	227		58	6	29	-	5	29	148	486	
53	\$ 662.64	1,168	7		6	15	107	55	15	59	14	621	
54	\$ 488.17	871	8		3	3	16	12	4	161	54	349	
55	\$ 1,392.44	4,022	54		25	26	107	72	29	1,415	97	1,663	
56	\$ 335.38	983	1		13	8	15	14	2	244	39	490	
66	\$ 10,897.34	16,960	891		516	141	568	97	93	897	433	7,493	
68	\$ 6,610.58	11,223	1,017		384	142	287	79	52	525	221	5,110	
69	\$ 6,859.25	12,732	1,426		456	70	431	86	63	619	393	5,659	
69A	\$ 17,756.91	25,057	1,196		558	178	923	239	140	810	710	10,500	
69N	\$ 1,664.59	3,488	592		126	4	83	24	1	441	141	1,206	
69W	\$ 18,958.35	28,845	1,329		611	199	874	256	193	3,357	873	11,084	
70	\$ 2,941.28	7,299	184		101	36	137	50	33	2,838	254	2,231	
71	\$ 55,300.12	77,287	2,377		1,295	466	2,330	344	316	10,070	2,422	26,831	
72	\$ 3,905.11	4,488	4		21	31	239	12	43	232	86	1,683	
74	\$ 2,909.72	3,229	6		20	23	161	7	13	73	20	1,220	
75	\$ 7,106.84	7,710	16		22	78	375	24	51	192	172	2,849	
76	\$ 809.06	864	-		11	15	55	3	7	6	6	325	
79	\$ 1,524.00	1,794	5		17	21	203	98	49	77	2	711	
88	\$ 49.25	3,333	7		2	1	1	12	9	1	2	141	
91	\$ 4,020.51	5,814	175		176	84	97	5	26	945	214	1,833	
Unknown	\$ 363.81	2,111	-		1,550	97	4	7	7	1	28	37	
TOTAL	\$ 195,251.92	487,039	182,983		19,717	2,231	8,569	1,836	1,552	27,326	12,586	125,273	

ROUTE	REVENUE	RIDERSHIP	VTA/SC	17		S/D	ECO		Monthly Pass		
			Day Pass	CalTrain	Day Pass	Riders	W/C	METRO Pass			
17	\$ 32,448.45	18,505	20	98	109	1,014	39	3,412	222	906	9,938

RIDERSHIP	
Night Owl	2,475
-	-
-	-
TOTAL	2,475

March Ridership	508,019
March Revenue	\$ 227,868.65

**Santa Cruz METRO
February 2005 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		Day Pass	S/D		W/C	S/D		Passes/	
			Student	Faculty		Riders	Day Pass		Cabrillo	Bike	Free Rides	
10	\$ 1,606.20	31,864	27,451	2,178	13	48	25	18	144	470	1,106	
13	\$ 578.91	12,808	11,128	792	4	14	5	2	55	242	457	
15	\$ 1,935.55	38,997	33,978	2,357	28	31	33	4	217	771	1,254	
16	\$ 5,234.25	91,361	80,339	4,421	45	75	36	12	476	1,505	2,887	
19	\$ 1,380.93	25,272	22,182	1,211	14	44	4	15	118	491	891	
3B	\$ 1,466.75	3,183	293	78	45	85	8	22	230	99	1,595	
4	\$ 1,108.11	4,297	259	47	16	157	51	49	123	55	2,882	
7	\$ 296.90	1,097	99	37	7	41	1	16	59	8	699	
7N	\$ 1,093.53	2,168	475	103	2	39	2	1	84	78	790	
9	\$ 240.59	473	25	6	1	-	-	4	5	-	283	
12A	\$ 237.98	4,912	4,267	364	8	1	7	-	21	107	119	
12B	\$ 158.76	4,474	3,958	283	-	5	1	1	12	73	111	
20	\$ 1,685.51	16,752	13,621	721	22	61	4	4	232	318	1,038	
31	\$ 1,272.76	1,944	90	58	12	24	10	7	106	61	878	
32	\$ 489.85	788	29	5	1	11	7	1	22	17	400	
33	\$ 314.98	595	1	-	2	5	1	-	-	15	402	
34	\$ 67.76	151	-	-	-	-	-	-	1	2	106	
35	\$ 23,543.06	37,420	906	329	288	665	84	159	1,204	1,158	20,186	
40	\$ 1,408.99	1,702	40	9	36	51	2	10	32	57	750	
41	\$ 813.27	1,629	265	163	10	24	-	11	25	117	635	
42	\$ 1,021.03	1,645	429	50	5	31	3	2	31	122	469	
53	\$ 544.53	1,115	5	2	11	114	53	10	51	14	655	
54	\$ 411.65	794	4	5	3	28	7	7	113	28	369	
55	\$ 1,358.64	3,468	43	26	30	128	66	29	1,018	82	1,510	
56	\$ 336.76	940	1	5	5	18	18	3	185	33	522	
66	\$ 10,069.79	16,120	1,077	492	181	510	125	92	644	391	7,428	
68	\$ 5,603.34	10,612	1,254	388	127	254	96	38	349	272	5,097	
69	\$ 5,721.74	10,546	1,484	468	75	344	60	42	358	293	4,482	
69A	\$ 15,885.36	22,405	1,379	487	159	809	172	105	547	575	9,307	
69N	\$ 1,289.74	2,988	589	128	2	50	16	-	337	120	1,084	
69W	\$ 17,996.86	26,713	1,532	541	173	817	228	138	2,707	733	10,039	
70	\$ 2,425.70	5,860	210	56	29	105	41	23	2,200	174	1,809	
71	\$ 50,795.57	70,096	2,463	1,187	487	2,272	327	320	7,695	1,997	25,136	
72	\$ 3,205.59	3,599	4	16	35	165	13	26	153	42	1,336	
74	\$ 2,465.71	2,632	7	10	20	130	4	16	44	14	948	
75	\$ 6,122.64	6,749	7	10	70	311	16	40	167	97	2,570	
76	\$ 781.62	916	2	8	13	48	3	10	5	7	400	
79	\$ 1,251.76	1,522	4	2	16	153	73	55	42	4	679	
88	\$ 33.01	4,494	9	1	-	2	1	1	2	3	132	
91	\$ 3,396.77	4,678	222	114	80	74	8	11	657	134	1,460	
Unknown	\$ 21.13	61	-	31	-	-	-	2	-	7	2	
TOTAL	\$175,906.28	482,415	212,322	17,264	2,081	7,746	1,613	1,307	20,487	10,820	113,051	

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 29,880.07	16,686	29	59	123	871	41	3,772	107	819	9,230

RIDERSHIP	
Night Owl	3,408
	-
	-
TOTAL	3,408

January Ridership	502,509
January Revenue	\$ 206,067.90

5-3.2

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	0	7	0	7	0	100%
FLYER/LOW FLOOR - 40'	12	1	11	10	1	10	100%
FLYER/LOW FLOOR - 35'	18	2	16	11	5	11	100%
FLYER/HIGH FLOOR - 35'	15	1	14	11	3	11	100%
GILLIG/SAM TRANS - 40'	10	1	9	4	5	4	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	2	12	10	2	10	100%
ORION/HIGHWAY 17 - 40'	11	1	10	8	2	8	100%
GOSHEN	3	0	3	1	2	1	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	1	7	6	1	6	100%

5-3.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF MARCH 2005

BUS #	DATE	DAY	REASON
2303OR	31-Mar	THURSDAY	Passenger lift barrier hits floor of coach, does not lower
8075F	9-Mar	WEDNESDAY	Doesn't stay lowered in kneel
8082F	3-Mar	THURSDAY	Lift stows very slowly
9806LF	28-Mar	MONDAY	Wheelchair platform elevated
9813LF	10-Mar	THURSDAY	Lift doesn't stay completely flat against platform

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

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

5-3.4

Service Interruption Summary Report
Lift Problems
03/01/2005 to 03/31/2005

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:00/00.00	00:00/00.00	0:00	00:00/00.00	00:00/0	00:00/0

5-3.5

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Muirhead, Lisa
Date of Incident: 03/22/05

Received: 03/29/05 Claim #: 05-0010
Occurrence Report No.: SC 03-05-13

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 3/30/05

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of April 22nd, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

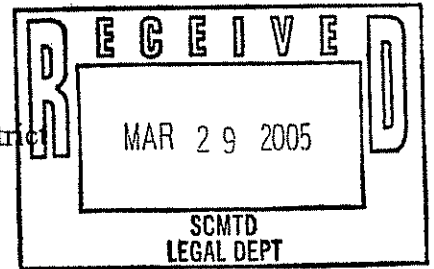
MG/lg
Attachment(s)

5-4.1

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 05-0010



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Lisa Muirhead

Claimant's Address/Post Office Box: 683 Prospect Heights
Santa Cruz CA 95065

Claimant's Phone Number: 831 426-1325

2. Address to which notices are to be sent:

SAME

3. Occurrence: Rear-ended by Bus on Front St.

Date: 3-22-05 Time: 1:00 Place: Front St Santa Cruz

Circumstances of occurrence or transaction giving rise to claim: Making a left turn into parking stall, with signal when Bus collided with my rear left corner of auto turning auto and damaging left side door.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: left rear tire axle, left rear bumper, left side doors.

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

6. Amount claimed now \$
Estimated amount of future loss, if known \$ 4,800
TOTAL \$

7. Basis of above computations: Auto is not drivable and towed to our home. Average value of auto based on Kelly Blue Book.

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

3-28-05
DATE

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

5-4.2

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: State Farm Insurance (Subrogating for Donahue, Peter)
Received: 04/11/05 Claim #: 05-0011 Date of Incident: 12/30/04
Occurrence Report No.: SC 12-04-15

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 4/15/05

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of April 22, 2005.

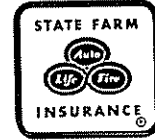
By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

0' -0011

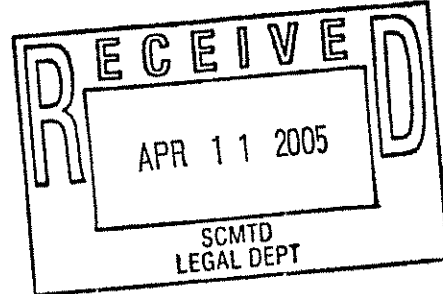
State Farm Insurance Companies



Rohnert Park Operations Center
PO Box 6409
Rohnert Park, CA 94927-6409
707 588 6410 Fax 800 400 6176

April 1, 2005

Santa Cruz Metro Transit District
Attn: Liseth Guizar, Legal Dept.
370 Encinal St #100
Santa Cruz, CA 95060



RE: Claim Number: 05-5120-784
Date of Loss: December 30, 2004
Our Insured: Peter J Donahue

Dear Ms. Guizar:

State Farm Mutual Automobile Insurance Company, on behalf of Subrogee, Peter J Donahue hereby makes a claim for \$2770.86 and makes the following statements in support of claim:

1. Notices concerning this claim should be sent to:

State Farm Insurance Companies
PO Box 6409
Rohnert Park, CA 94927-6409

2. The date of the accident occurring on December 30, 2004 at Hwy 17 Southbound, at 10:00 PM (2200 hrs).

3. The circumstances giving rise to this claim are as follows:

Santa Cruz Metro Bus hit our insured's disabled vehicle on HWY 17 Los Gatos. Your Occurrence # SC12-04-15

4. The injuries reported consisted of the following:

5. Our total claim is as follows:

Company's Net Payment	\$2520.86
Insured's Deductible Int	\$250.00
Total Property Damage	\$2770.86

Attn: Liseth Guizar, Legal Dept.
Page 2
April 1, 2005

NOTICE:

This form is to provide notice of our claim for damages in accordance with the statute. If this form is not acceptable for compliance with the statute, please rush the necessary form to my attention for proper filing.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

State Farm Mutual Automobile Insurance Company

Dated: April 1, 2005

By: 

Employee Name


Employee Title

707 588-4236
Employee Phone Number

Sincerely,

Doria Moricca
Claim Representative
(707) 588-6410

State Farm Mutual Automobile Insurance Company

DM



RBZ0006Z
date: 04-01-05

page: 1

route to: Ann Brothers

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO PAYMENTS BY COL

claim number
05-5120-784
named insured
DONAHUE, LISA

policy number
D584-803-05G
date of loss
12-30-04

COL 400

C denotes consolidated payment
P denotes previous data

E denotes EFT payment

COL: 400 indemnity: 2,520.86 dir rcov: 0.00 expense: 0.00

payment number	payee	amount	status	COL	pay cd	rsn	reporting party
E 102145117K	LADD'S AUTOBODY	2,520.86	PAID	400	1		Named Insu

Date: 1/21/2005 04:51 PM
 Estimate ID: 05-5120-78401
 Estimate Version: 1
 Supplement: 1(F) 1/21/2005 04:51:34 PM
 FINAL
 Profile ID: STATE FARM INS

Ladds Autobody
 6085 HWY. 9 FELTON, CA 95018
 (831) 335-0868
 Fax: (831) 335-0662

Damage Assessed By: DUKE ARMSTRONG
 Supplemented By: DUKE ARMSTRONG

Type of Loss: Collision
 Date of Loss: 12/30/2004
 Deductible: 250.00
 Claim Number: 05-5120-78401

Owner: LISA DONAHUE
 Address: 877 LOST ACRE DR FELTON, CA 95018-9117
 Telephone: Home Phone: (408) 445-8480

Mitchell Service: 911490

Description: 2001 Chevrolet Camaro
 Body Style: 2D Cpe
 VIN: 2G1FP22KX12114368
 Mileage: 40,285
 OEM/ALT: 0
 Color: PEWTER MET.

Drive Train: 3.8L Inj 6 Cyl 4A
 License: 4NOA285 CA
 Search Code: None

Options: Alum/Alloy Wheels, Air Conditioning, Power Steering, Power Brakes, Power Windows, Power Door Locks, Tilt Steering Wheel, Cruise Control, Electric Defogger, Leather Seats, T-Top Roof, Automatic Transmission, Spoiler, AM-FM Stereo/CDPlayer(Single), Passenger-Front Air Bag, Power Remote Mirror, Disc Brakes, Power Antenna, Alarm, Driver-Front Air Bag.

Line Entry	Labor			Line Item	Part Type/	Dollar	Labor
Item	Number	Type	Operation	Description	Part Number	Amount	Units
1	100804	BDY	REMOVE/REPLACE	L FENDER PANEL	10419546 GM PART	254.84	1.5 #
2	AUTO	REF	REFINISH	L FENDER OUTSIDE			C 2.5
3	AUTO	REF	REFINISH	L FENDER EDGE			C 0.5
4	151687	BDY	REMOVE/REPLACE	L FENDER ADHESIVE MOULDING	88892067 GM PART	17.50	0.1
5	116430	REF	BLEND	L FRT DOOR OUTSIDE			C 1.0
6	116800	BDY	REMOVE/INSTALL	L FRT BELT MOULDING			0.2
7	151825	BDY	REMOVE/REPLACE	L FRT DOOR ADHESIVE MOULDING	88892065 GM PART	47.28	0.2
8	116990	BDY	REMOVE/REPLACE	L FRT DOOR POWER MIRROR	ORDER FROM DEALER	128.49	0.3 #
9	AUTO	REF	REFINISH	L FRT DOOR MIRROR			C 0.5
10	117595	BDY	REMOVE/INSTALL	L FRT DOOR HANDLE & LOCK CYL			0.7 #
11	101262	BDY	REPAIR	L QUARTER OUTER PANEL	Existing		12.0 *#
12	AUTO	REF	REFINISH	L QUARTER PANEL OUTSIDE			C 2.2 #
13	100955	BDY	REMOVE/REPLACE	L QUARTER FUEL DOOR	10284454 GM PART	48.24	0.3
14	151875	BDY	REMOVE/REPLACE	L QUARTER ADHESIVE MOULDING	88892069 GM PART	17.50	0.2

ESTIMATE RECALL NUMBER: 1/10/2005 12:27:18 05-5120-78401

Mitchell Data Version: DEC_04_A
 UltraMate Version: 5.0.027

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15	100166	BDY	REMOVE/INSTALL	R SIDE MARKER LAMP		0.2	#
16	100167	BDY	REMOVE/INSTALL	L SIDE MARKER LAMP		0.2	#
S1 17	900500	BDY*	ADD'L LABOR OP	*****Existing		0.0	*
18				"AUTHORIZATION TO PAY SECURED-			
19				OWNER PROVIDED WITH A COPY OF			
20				ESTIMATE/FINAL BILL."			
21				DATE IN DATE OUT			
22				*****			
23	123800	BDY	REMOVE/INSTALL	REAR BUMPER ASSY		2.2	
24	100546	BDY	REPAIR	REAR BUMPER COVER	Existing	1.0	*#
25				REFINISH WITHIN PANEL, FULL CLEAR COAT			
26		REF	REFINISH/REPAIR	REAR BUMPER COVER		1.9	*
27	AUTO	REF	ADD'L OPR	CLEAR COAT		1.9	*
28	933003	BDY*	ADD'L OPR	TINT COLOR		0.5	*
29	933018	BDY*	ADD'L OPR	MASK FOR OVERSPRAY		3.00*	
30	AUTO		ADD'L COST	PAINT/MATERIALS		262.50*	
31	AUTO		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.00*	

* - Judgement Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 1/10/2005 12:27:18 05-5120-78401

Mitchell Data Version: DEC_04_A
 UltraMate Version: 5.0.027

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I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	19.6	64.00	3.00	0.00	1,257.40 †	Taxable Parts	513.85
Refinish	10.5	64.00	0.00	0.00	672.00 †	Sales Tax @ 8.000%	41.11
Taxable Labor					1,929.40	Total Replacement Parts Amount	554.96
Labor Summary	30.1				1,929.40		

III. Additional Costs	Amount	IV. Adjustments	Amount
Taxable Costs	262.50	Insurance Deductible	250.00-
Sales Tax @ 8.000%	21.00	Customer Responsibility	250.00-
Non-Taxable Costs	3.00		
Total Additional Costs	286.50		

I. Total Labor:	1,929.40
II. Total Replacement Parts:	554.96
III. Total Additional Costs:	286.50
Gross Total:	2,770.86
IV. Total Adjustments:	250.00-
Net Total:	2,520.86
Less Original Net Total:	2,520.86
Net Supplement Amount:	0.00
S1: DUKE ARMSTRONG	0.00

Insurance Co: STATE FARM INS

Inspection Site: LADD'S AUTOBODY AND TOWING

Body Shop: LADD'S AUTO BODY & TOWING
 Address: 6085 Highway 9
 Felton, CA 95018
 Telephone: (831) -33-5-08 ext. 68

ESTIMATE RECALL NUMBER: 1/10/2005 12:27:18 05-5120-78401

Mitchell Data Version: DEC_04_A
 UltraMate Version: 5.0.027

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Date: 1/21/2005 04:51 PM
Estimate ID: 05-5120-78401
Estimate Version: 1
Supplement: 1(F) 1/21/2005 04:51:34 PM
FINAL
Profile ID: STATE FARM INS

Cycle Time Information

Drop Off Date: 1/10/2005

Pick Up Date: 1/21/2005

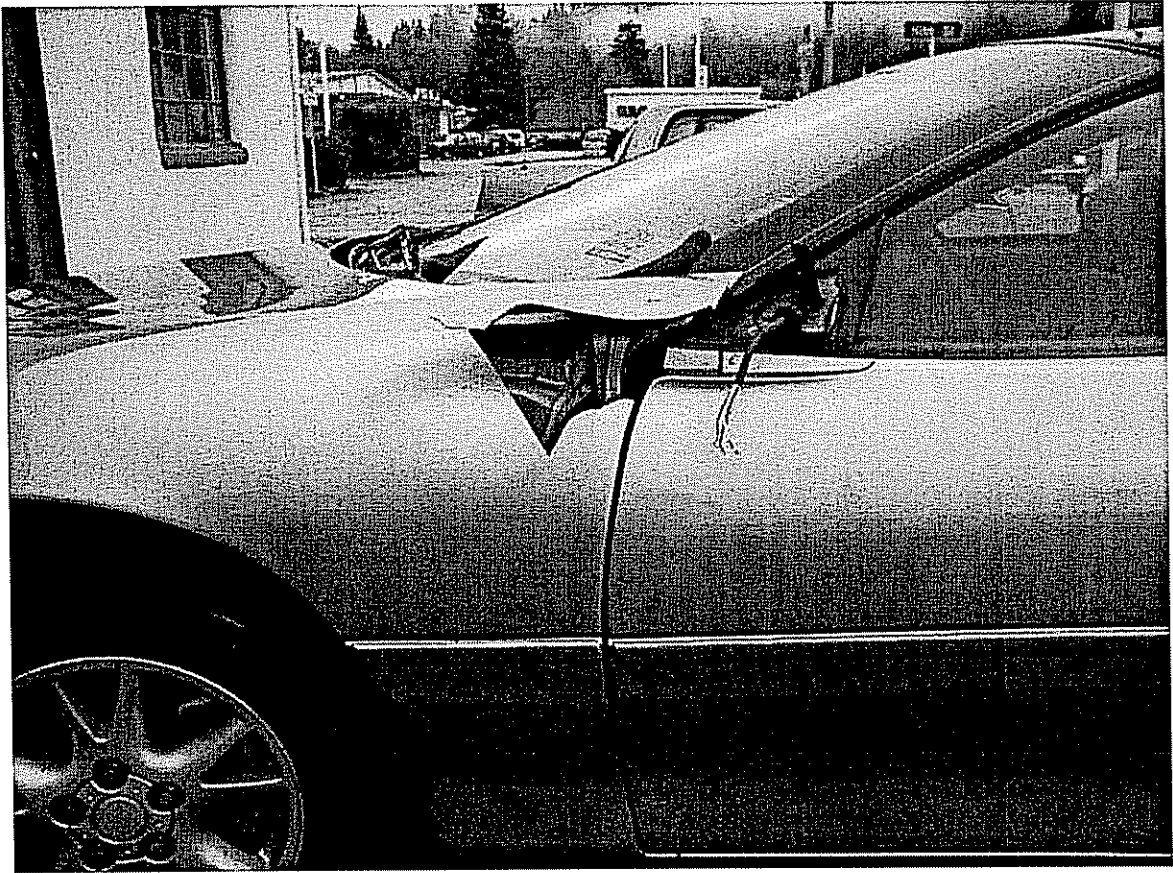
Repair Dates:
Start Date: 1/10/2005
Completion Date: 1/21/2005

Is Vehicle Driveable (Y/N)?: Y
Assisted With Rental (Y/N)?: N

ESTIMATE RECALL NUMBER: 1/10/2005 12:27:18 05-5120-78401

Mitchell Data Version: DEC_04_A
UltraMate Version: 5.0.027

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*****REVISED*****



Agenda
Metro Advisory Committee
6:00 pm
April 20, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
 - a. SCCRTC Bicycle Committee Re: Folding Bikes on Buses
- IV. Consideration of Minutes of March 16, 2005 MAC Meeting
- V. Accept and File METRO Organizational Chart
- VI. Discussion of Fold-Up Bikes on Buses
- VII. Discussion of ParaCruz No Show Policy
- VIII. Discussion of Holiday Service
- IX. Discussion of METRO Smoking Policy
- X. Consideration of Requesting METRO Board Concurrence to Send a Letter from MAC to Bryant Baehr
- XI. Discussion of METRO's Website
- XII. Discussion of Service Meetings for Watsonville Routes 74 and 79
- XIII. Discussion of Service Meetings for Santa Cruz Route 20

- XIV. Discussion of Feasibility of Reduced Fares for METRO Service for Recently Released Prisoners
- XV. Review of Courtesy Rules for Bus Riders
- XVI. Discussion of UCSC and Cabrillo College Student Orientation to METRO
- XVII. Consideration of Special Bus Service for Rail & Trail Day**
- XVIII. Communications to METRO General Manager
- XIX. Communications to METRO Board of Directors
- XX. Items for Next Meeting Agenda
- XXI. Adjournment

Next Meeting: Wednesday May 18, 2005 @ 6:00 pm
Santa Cruz Metro Center Conference Room
Santa Cruz Metro Center

REVISED

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

February 16, 2005

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, February 16, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Vice-Chair Paul Marcelin-Sampson called the meeting to order at 6:02 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Jeff Le Blanc
Paul Marcelin-Sampson, Vice-Chair
Matthew Melzer
Dennis Papadopulo
Dave Williams
Lesley Wright
Robert Yount

MEMBERS ABSENT

Dan Alper
Norm Hagen
Stuart Rosensetein
James Sheldon

VISITORS PRESENT

Piet Canin, Bike to Work Chair
Jim Langley, Community Traffic Safety
Coalition (CTSC)
Bonnie Morr, UTU Local 23

STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Assistant General Manager
Steve Paulson, ParaCruz Administrator
Leslie White, General Manager

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATIONS

Oral: Dennis Papadopulo asked that MAC observe a moment of silence in honor of Mike Edwards, the first Chairperson for MAC, who recently passed away. A moment of silence was observed in honor of Mike Edwards.

Oral: Vice-Chair Paul Marcelin-Sampson reported that Bryant Baehr resigned his position at METRO.

Oral: Bryant Baehr provided details of his career at METRO as well as his future plans.

Oral: Robert Yount reported that preliminary findings and recommendations of the ParaTransit Coordination Task Force are accessible via the Regional Transportation Commission's website. Vice-Chair Marcelin-Sampson stated that he would like to see this item on a MAC agenda when the final recommendations are available for review.

5-5.3

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Oral: Leslie White provided details of HR 3, the third Bill to be introduced in the House of Representatives in the 109th Congress. He advised MAC that HR3 is the re-authorization Bill that was not passed last session. The Bill has, word for word, all the high intensity transit tier language that was submitted in the last Bill, with the funding levels that we submitted. The goal is to have that pass by May, when the current extension runs out. That will provide another 5.6 million dollars in funding for MetroBase and it will allow us, if they stay on that schedule, to try and bid the project all as one as opposed to bifurcate it into bits and pieces. Mr. White urged MAC members to contact Sam Farr and ask him to enthusiastically encourage his colleagues to move as rapidly as possible on House Resolution 3. He asked that MAC members contact Barbara Boxer as well, and to encourage her to urge her colleagues do likewise in the Senate so everything can be finalized by May. He advised that Ms. Boxer was a conferee on this Bill during the last session. Mr. White went on to state that President Bush is enthusiastically encouraging the members of the House to move it as fast as possible, in the full amount of 284 billion dollars.

4. CONSIDERATION OF MINUTES OF JANUARY 19, 2004 MAC MEETING

ACTION: MOTION: ROBERT YOUNT SECOND: LESLEY WRIGHT

ACCEPT AND FILE MINUTES OF JANUARY 19, 2005 MAC MEETING

Motion passed with Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Dave Williams, Lesley Wright and Robert Yount voting for; and Dan Alper, Norm Hagen, Stuart Rosenstein and James Sheldon being absent.

5. ELECTION OF OFFICERS

Robert Yount nominated Paul Marcelin-Sampson as Chair, and Dennis Papadopulo seconded the nomination. Paul-Marcelin-Sampson advised MAC that he is involved with the METRO Rider's Union.

ACTION: MOTION: LESLEY WRIGHT SECOND: DENNIS PAPADOPULO

ELECT PAUL MARCELIN-SAMPSON AS CHAIR OF MAC

Motion passed with Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Dave Williams, Lesley Wright and Robert Yount voting for; and Dan Alper, Norm Hagen, Stuart Rosenstein and James Sheldon being absent.

ACTION: MOTION: JEFF Le BLANC SECOND: LESLEY WRIGHT

ELECT BOB YOUNT AS VICE-CHAIR OF MAC

5-5.4

REVISED

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Motion passed with Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Dave Williams, Lesley Wright and Robert Yount voting for; and Dan Alper, Norm Hagen, Stuart Rosenstein and James Sheldon being absent.

THE FOLLOWING ANNOUNCEMENT WAS MADE AT THIS TIME:

Leslie White stated that Stuart Rosenstein phoned last week to request he be excused from attending this month's MAC meeting due to a ~~scheduling conflict~~ **health issue**. There were no objections. Chair Marcelin-Sampson advised that Norm Hagen contacted him to request an excused absence as well. There were no objections.

6. FOLD-UP BIKES ON BUSES

MAC adjourned to downstairs at Lane One at METRO Center for a demonstration by Piet Canin and Jim Langely of the Brompton and Dahon fold-up bikes. A Bike Friday fold-up bike was on-hand as well, but it was not demonstrated. Several MAC members observed that the handlebars on the Bike Friday were too wide.

CHAIR PAUL-MARCELIN SAMPSON RECONVENED THE MEETING IN THE METRO CENTER CONFERENCE ROOM AT 6:42 P.M.

Bryant Baehr stated that he viewed a bicycle, fold-up or not, as a bicycle. Mark Dorfman synopsized METRO's policy relative to bicycles and baggage. He advised that it could be possible to add folding bikes to the description of baggage if the bike could be stowed and kept out of the aisle. Lifeline routes and bikes on buses were discussed. Dennis Papadopulo asked for clarification as to where the fold-up bikes would be stowed, and whether wheelchair users would be affected. Mr. White stated that it was his opinion that the fold-up bikes would not be placed in the wheelchair securement area. Mr. Baehr said he agreed that the fold up bikes should not be placed in the wheelchair securement area. The logistics of wheelchair users and bicycle users relative to boarding and unloading was discussed. Mr. Dorfman advised that METRO's New Flyers have the largest possible wheelchair securement area. He went on to advise that since not all buses are configured exactly, it would create confusion to adopt a policy to allow bikes to occupy the wheelchair securement area on some buses or routes, but not others. Bonnie Morr related her experience as a bus operator and the various instances where passengers board with baggage and bicycles. She stated that she and other bus operators want METRO to adopt policies and procedures that will keep conflict among bus passengers to a minimum. She went on to state that the size of bicycles should be a determining factor when a policy is developed. She stated a personal preference for fold-up bicycles encased with a cover. Permitting of bicycles was discussed. Mr. White relayed his knowledge of how other transit districts manage bikes on buses. He suggested that a certification process be developed which could result in stickers being placed on bicycles that conform to policy guidelines. Dave Williams stated that a bicycle certification program would be difficult for tourists.

ACTION: MOTION: JEFF Le BLANC

SECOND: MATTHEW MELZER

5-5.5

REVISED

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MAC RECOMMENDS THAT THE DISTRICT DEVELOP A POLICY TO PERMIT FOLDING BICYCLES INSIDE BUSES UNDER THE GENERAL QUALIFICATIONS OF PARCELS AND PACKAGES FOR A TRIAL PERIOD TO BE DETERMINED BY STAFF

Motion passed with Jeff Le Blanc, Paul Marcelin-Sampson, Matthew Melzer, Dennis Papadopulo, Dave Williams, Lesley Wright and Robert Yount voting for; and Dan Alper, Norm Hagen, Stuart Rosenstein and James Sheldon being absent.

7. DISCUSSION OF MAC MEETING TIMES

This item is deferred.

8. DISCUSSION OF METRO'S SMOKING POLICY

Bob Yount disclosed his plan to familiarize various government agencies with Penal Code Section 374(b), the law that criminalizes the act of littering with cigarette butts.

9. DISCUSSION OF FEASIBILITY OF REDUCED FARES FOR METRO SERVICE

Deferred to next month.

10. DISCUSSION OF UCSC AND CABRILLO COLLEGE STUDENT ORIENTATION TO METRO

Bonnie Morr related her experience of many years ago as a participant in student orientation. Mark Dorfman shared his ideas about ways students' may receive an interactive orientation to campus transportation via the internet. He stated that grants might be available to allow METRO to produce an internet video. Discussion ensued as to ways METRO could produce a video utilizing the talents of UCSC students who may want to prepare one as a class project. Bonnie Morr is aware of a video that was produced by graduate students of the UCSC Community Resources program.

11. COMMUNICATIONS TO THE GENERAL MANAGER

None.

12. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

THE FOLLOWING ANNOUNCEMENTS WERE MADE AT THIS TIME:

Bonnie Morr announced that a memorial service for Mike Edwards would be held at 2030 Pajaro Lane in Freedom on Sunday, February 20, 2005 from 3 until 6 p.m.

Leslie White announced that David Konno is leaving METRO in addition to Bryant Baehr. Les stated that he will bring information to the next MAC meeting as to the changes that will take place at METRO.

13. ITEMS FOR NEXT MEETING AGENDA

- Staff Changes at METRO

5-5.6

REVISED

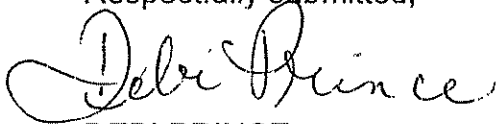
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- Posting Courtesy Rules on Buses
- Discussion of MAC Meeting Times
- Feasibility of Reduced Fares for METRO Service
- METRO's No Smoking Policy
- Discussion of UCSC and Cabrillo College Student Orientation to METRO

ADJOURN

There being no further business, Chair Marcelin-Sampson thanked everyone for participating, and he adjourned the meeting at 7:45 p.m.

Respectfully submitted,



DEBI PRINCE
ADMINISTRATIVE SECRETARY

5-5.7

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2005, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period March 1 – 31, 2005.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$21,784,350 or \$97,284 under the amount of revenue expected to be received during the first eight months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$20,025,039, are at 60.4% of the revised budget.
- A total of \$4,486,794 has been expended through February 28th for the FY 04-05 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 04-05 budget as of February 28, 2005. The fiscal year is 66.7% elapsed.

A. Operating Revenues

Revenues are \$97,284 under the amount projected to be received for the period. Passenger fares are \$264,014 under budget projections due to lower farebox revenue than anticipated. Sales tax revenue is \$107,187 under the budgeted amount since advances in January and February were lower than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$20,025,039 or 60.4% of the revised budget, with 66.7% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$4,486,794 has been expended on the Capital Improvement Program with \$3,805,095 going to the MetroBase project.

IV. FINANCIAL CONSIDERATIONS

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for February 2005, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - FEBRUARY 2005**

Operating Revenue	FY 04-05 Budgeted for Month	FY 04-05 Actual for Month	FY 04-05 Budgeted YTD	FY 03-04 Actual YTD	FY 04-05 Actual YTD	YTD Variance from Budgetec	
Passenger Fares	\$ 287,243	\$ 271,469	\$ 2,589,169	\$ 2,517,912	\$ 2,325,155	\$ (264,014)	
Paratransit Fares	\$ 24,704	\$ 18,483	\$ 215,201	\$ 167,580	\$ 160,928	\$ (54,273)	
Special Transit Fares	\$ 235,847	\$ 244,506	\$ 1,340,683	\$ 1,304,142	\$ 1,449,490	\$ 108,807	
Highway 17 Revenue	\$ 80,557	\$ 84,151	\$ 628,823	\$ 440,721	\$ 698,272	\$ 69,449	
<i>Subtotal Passenger Rev</i>	\$ 628,351	\$ 618,609	\$ 4,773,876	\$ 4,430,355	\$ 4,633,845	\$ (140,031)	See Note 1
Advertising Income	\$ 7,500	\$ 865	\$ 15,000	\$ 17,509	\$ 45,940	\$ 30,940	See Note 2
Commissions	\$ 617	\$ 562	\$ 4,933	\$ 4,928	\$ 4,749	\$ (184)	
Rent Income	\$ 12,068	\$ 11,440	\$ 106,435	\$ 100,403	\$ 153,856	\$ 47,421	See Note 3
Interest - General Fund	\$ 21,863	\$ 39,409	\$ 194,371	\$ 189,702	\$ 266,065	\$ 71,694	See Note 4
Non-Transportation Rev	\$ 500	\$ 183	\$ 4,000	\$ 9,882	\$ 4,063	\$ 63	
Sales Tax Income	\$ 1,521,600	\$ 1,470,200	\$ 10,626,567	\$ 10,454,325	\$ 10,519,380	\$ (107,187)	See Note 5
TDA Funds	\$ -	\$ -	\$ 2,763,293	\$ 2,696,445	\$ 2,763,293	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,950,231	\$ 2,804,435	\$ 2,950,231	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 92,928	\$ 65,704	\$ 92,928	\$ -	
FTA Op Asst Advance	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ -	
FY 03-04 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,192,499	\$ 2,141,268	\$ 21,881,634	\$ 20,773,688	\$ 21,784,350	\$ (97,284)	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - FEBRUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 917,905	\$ 899,262	\$ 498,268	\$ 606,010	67.4%	See Note 6
Finance	\$ 552,664	\$ 558,989	\$ 322,863	\$ 340,823	61.0%	
Customer Service	\$ 490,027	\$ 490,238	\$ 298,461	\$ 281,846	57.5%	
Human Resources	\$ 353,462	\$ 351,577	\$ 227,541	\$ 163,942	46.6%	
Information Technology	\$ 438,670	\$ 408,613	\$ 273,597	\$ 236,358	57.8%	
District Counsel	\$ 376,655	\$ 348,955	\$ 194,628	\$ 205,689	58.9%	
Facilities Maintenance	\$ 1,050,695	\$ 1,051,186	\$ 648,826	\$ 640,014	60.9%	
Paratransit Program	\$ 236,906	\$ 1,742,083	\$ 133,254	\$ 821,437	47.2%	See Note 7
Operations	\$ 1,921,272	\$ 1,907,907	\$ 1,192,744	\$ 1,208,142	63.3%	
Bus Operators	\$ 12,661,130	\$ 12,666,742	\$ 7,803,250	\$ 7,911,834	62.5%	
Fleet Maintenance	\$ 4,046,043	\$ 3,978,125	\$ 2,276,134	\$ 2,375,085	59.7%	
Retired Employees/COBRA	\$ 955,033	\$ 1,020,679	\$ 493,076	\$ 545,002	53.4%	
Total Personnel	\$ 24,000,462	\$ 25,424,356	\$ 14,362,643	\$ 15,336,180	60.3%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 568,070	\$ 568,070	\$ 333,091	\$ 349,796	61.6%	
Finance	\$ 899,457	\$ 899,919	\$ 543,764	\$ 537,763	59.8%	
Customer Service	\$ 92,060	\$ 96,060	\$ 55,927	\$ 66,673	69.4%	See Note 8
Human Resources	\$ 31,603	\$ 35,273	\$ 21,222	\$ 22,758	64.5%	
Information Technology	\$ 92,235	\$ 135,437	\$ 45,764	\$ 105,436	77.8%	See Note 9
District Counsel	\$ 11,340	\$ 39,135	\$ 8,288	\$ 9,201	23.5%	
Risk Management	\$ 254,870	\$ 254,915	\$ 55,228	\$ 36,753	14.4%	
Facilities Maintenance	\$ 449,100	\$ 465,161	\$ 248,722	\$ 215,362	46.3%	
Paratransit Program	\$ 2,743,186	\$ 1,629,435	\$ 1,486,619	\$ 1,153,561	70.8%	See Note 10
Operations	\$ 578,730	\$ 578,774	\$ 244,380	\$ 306,349	52.9%	
Bus Operators	\$ 7,000	\$ 7,000	\$ 2,696	\$ 2,109	30.1%	
Fleet Maintenance	\$ 2,868,265	\$ 2,885,915	\$ 1,496,587	\$ 1,883,067	65.3%	
Op Prog/SCCIC	\$ 300	\$ 300	\$ 10	\$ 30	10.0%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 8,596,216	\$ 7,595,394	\$ 4,542,298	\$ 4,688,859	61.7%	
Subtotal Operating Expense	\$ 32,596,678	\$ 33,019,750	\$ 18,904,941	\$ 20,025,039	60.6%	
One-Time Paratransit Expenses	\$ 350,000	\$ 145,428	\$ -	\$ -	0.0%	
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -	0.0%	
Total Operating Expense	\$ 33,246,678	\$ 33,165,178	\$ 18,904,941	\$ 20,025,039	60.4%	
YTD Operating Revenue Over YTD Expense				\$ 1,759,311		

**CONSOLIDATED OPERATING EXPENSE
FEBRUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,753,430	\$ 7,400,402	\$ 3,835,223	\$ 4,358,182	58.9%	
Operators Overtime	\$ 1,020,350	\$ 1,060,350	\$ 856,356	\$ 773,480	72.9%	See Note 11
Other Salaries & Wages	\$ 6,173,059	\$ 6,084,533	\$ 3,523,895	\$ 3,698,312	60.8%	
Other Overtime	\$ 165,700	\$ 166,616	\$ 181,222	\$ 94,434	56.7%	
	\$ 14,112,539	\$ 14,711,901	\$ 8,396,696	\$ 8,924,408	60.7%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 161,240	\$ 176,478	\$ 93,476	\$ 101,802	57.7%	
PERS Retirement	\$ 1,510,704	\$ 1,600,993	\$ 667,576	\$ 926,634	57.9%	
Medical Insurance	\$ 2,908,041	\$ 3,288,358	\$ 1,649,572	\$ 2,008,960	61.1%	
Dental Plan	\$ 460,743	\$ 520,945	\$ 249,639	\$ 273,368	52.5%	
Vision Insurance	\$ 125,100	\$ 140,610	\$ 76,140	\$ 86,809	61.7%	
Life Insurance	\$ 61,065	\$ 68,330	\$ 21,537	\$ 31,326	45.8%	
State Disability Ins	\$ 217,937	\$ 260,616	\$ 94,283	\$ 121,485	46.6%	
Long Term Disability Ins	\$ 237,221	\$ 250,467	\$ 139,930	\$ 140,165	56.0%	
Unemployment Insurance	\$ 71,243	\$ 91,750	\$ 57,298	\$ 68,576	74.7%	See Note 12
Workers Comp	\$ 1,473,634	\$ 1,489,828	\$ 1,251,521	\$ 829,386	55.7%	
Absence w/ Pay	\$ 2,628,861	\$ 2,780,518	\$ 1,649,770	\$ 1,806,604	65.0%	
Other Fringe Benefits	\$ 32,135	\$ 35,356	\$ 15,206	\$ 16,656	47.1%	
	\$ 9,887,923	\$ 10,704,249	\$ 5,965,947	\$ 6,411,772	59.9%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 311,700	\$ 311,700	\$ 130,571	\$ 147,226	47.2%	
Prof/Legis/Legal Services	\$ 389,680	\$ 354,348	\$ 197,499	\$ 169,901	47.9%	
Temporary Help	\$ -	\$ 80,640	\$ -	\$ 44,084	54.7%	
Custodial Services	\$ 83,800	\$ 95,800	\$ 50,792	\$ 46,230	48.3%	
Uniforms & Laundry	\$ 37,500	\$ 52,278	\$ 18,631	\$ 35,388	67.7%	See Note 13
Security Services	\$ 392,555	\$ 392,555	\$ 144,324	\$ 201,879	51.4%	
Outside Repair - Bldgs/Eqmt	\$ 186,546	\$ 197,534	\$ 99,838	\$ 111,724	56.6%	
Outside Repair - Vehicles	\$ 274,563	\$ 344,383	\$ 186,601	\$ 155,942	45.3%	
Waste Disp/Ads/Other	\$ 86,159	\$ 80,743	\$ 44,283	\$ 65,862	81.6%	See Note 14
	\$ 1,762,503	\$ 1,909,981	\$ 872,541	\$ 978,236	51.2%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 2,606,136	\$ 1,150,000	\$ 1,392,755	\$ 918,468	79.9%	See Note 15
	\$ 2,606,236	\$ 1,150,100	\$ 1,392,755	\$ 918,468	79.9%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,560,314	\$ 1,673,754	\$ 773,071	\$ 1,052,683	62.9%	
Tires & Tubes	\$ 164,000	\$ 165,000	\$ 76,207	\$ 114,402	69.3%	See Note 16
Other Mobile Supplies	\$ 6,000	\$ 12,500	\$ 2,227	\$ 10,647	85.2%	See Note 17
Parts Credit	\$ -	\$ -	\$ (78,586)	\$ -	0.0%	
Revenue Vehicle Parts	\$ 344,000	\$ 349,000	\$ 252,403	\$ 270,396	77.5%	See Note 18
	\$ 2,074,314	\$ 2,200,254	\$ 1,025,322	\$ 1,448,128	65.8%	

**CONSOLIDATED OPERATING EXPENSE
FEBRUARY 2005**

	FY 04-05 Final Budget	FY 04-05 Revised Budget	FY 03-04 Expended YTD	FY 04-05 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 23,174	\$ 30,024	\$ 11,581	\$ 13,691	45.6%	
Printing	\$ 68,925	\$ 76,743	\$ 30,658	\$ 42,342	55.2%	
Office/Computer Supplies	\$ 51,284	\$ 80,918	\$ 29,408	\$ 52,389	64.7%	
Safety Supplies	\$ 18,375	\$ 20,518	\$ 9,733	\$ 7,084	34.5%	
Cleaning Supplies	\$ 56,100	\$ 51,770	\$ 18,985	\$ 22,818	44.1%	
Repair/Maint Supplies	\$ 65,000	\$ 67,781	\$ 36,011	\$ 31,388	46.3%	
Parts, Non-Inventory	\$ 42,000	\$ 43,000	\$ 15,724	\$ 24,606	57.2%	
Tools/Tool Allowance	\$ 9,600	\$ 24,900	\$ 2,913	\$ 6,609	26.5%	
Promo/Photo Supplies	\$ 11,645	\$ 11,945	\$ 2,352	\$ 2,879	24.1%	
	\$ 346,103	\$ 407,599	\$ 157,364	\$ 203,805	50.0%	
UTILITIES	\$ 310,305	\$ 354,105	\$ 183,667	\$ 198,536	56.1%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 582,000	\$ 582,506	\$ 409,159	\$ 387,502	66.5%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 34,692	\$ 23,379	15.6%	
Repairs to Prop	\$ -	\$ -	\$ (14,987)	\$ (14,873)	0.0%	See Note 19
Prof/Other Services	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 732,000	\$ 732,506	\$ 428,864	\$ 396,008	54.1%	
TAXES	\$ 48,594	\$ 49,539	\$ 28,467	\$ 28,483	57.5%	
MISC EXPENSES						
Dues & Subscriptions	\$ 51,176	\$ 51,176	\$ 29,076	\$ 27,618	54.0%	
Media Advertising	\$ -	\$ -	\$ 40	\$ 9,891	0.0%	
Employee Incentive Program	\$ 7,820	\$ 7,820	\$ 6,601	\$ 4,239	54.2%	
Training	\$ 5,900	\$ 5,585	\$ 7,618	\$ 348	6.2%	
Travel	\$ 19,915	\$ 20,015	\$ 11,840	\$ 1,680	8.4%	
Other Misc Expenses	\$ 17,900	\$ 18,100	\$ 10,329	\$ 10,071	55.6%	
	\$ 102,711	\$ 102,696	\$ 65,503	\$ 53,846	52.4%	
OTHER EXPENSES						
Leases & Rentals	\$ 613,450	\$ 696,821	\$ 387,816	\$ 463,348	66.5%	
	\$ 613,450	\$ 696,821	\$ 387,816	\$ 463,348	66.5%	
One-Time Paratransit Exp	\$ 350,000	\$ 145,428	\$ -	\$ -		
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -		
Total Operating Expense	\$ 33,246,678	\$ 33,165,178	\$ 18,904,941	\$ 20,025,039	60.4%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 04-05 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Revised Program Budget	Expended in February	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 16,000,000	\$ 219,316	\$ 3,805,095
Urban Bus Replacement	\$ 1,675,432		\$ 473,502
Short Range Transit Plan	\$ 100,000		
	\$ 17,775,432		
<u>District Funded Projects</u>			
Bus Stop Imprvmts/Bus Shelter Projects	\$ 49,200		\$ 15,387
IT Projects including GIRO carryover	\$ 15,200		\$ 13,119
Facilities Repairs & Improvements	\$ 26,500		
Non-Revenue Vehicle Replacement	\$ 195,000		
Office Equipment	\$ 33,900	\$ 2,239	\$ 27,569
Diagnostic Scanner	\$ 3,000		\$ 15,648
ParaCruz Equipment	\$ 81,500	\$ 3,473	\$ 136,474
	\$ 404,300		
TOTAL CAPITAL PROJECTS	\$ 18,179,732	\$ 225,028	\$ 4,486,794
<u>CAPITAL FUNDING SOURCES</u>			
	Budget	Received in February	YTD Received
Federal Capital Grants	\$ 14,140,345	\$ -	\$ 3,114,231
Federal Planning Funds	\$ 60,000	\$ -	\$ -
State/Local Capital Grants	\$ -	\$ -	\$ -
STA Funding	\$ 982,569	\$ 255,774	\$ 470,809
Transfer from Operating Budget	\$ 81,500	\$ -	\$ 81,500
Bus Stop Improvement Reserves	\$ 39,200	\$ -	\$ -
District Reserves	\$ 2,876,118	\$ -	\$ 820,254
TOTAL CAPITAL FUNDING	\$ 18,179,732	\$ 255,774	\$ 4,486,794

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$264,014 or 10% under the final budget amount for the year to date. Paratransit fares are \$54,273 or 25% under budget. Special transit fares (contracts) are \$108,807 or 8% over the budgeted amount. Highway 17 Express revenue is \$69,449 or 11% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first eight months of the fiscal year by a net \$140,031 or 3%.
2. Advertising income is \$30,940 over budget due to sales of exterior ads on buses. Sales had been projected to begin in January 2005 but some ads were sold earlier. The extra revenue will be used to offset program start-up costs.
3. Rent income is \$47,421 over budget due to payment of temporary rent by A Tool Shed pending relocation.
4. Interest income is \$71,694 over budget due to higher interest rates, and a slightly higher treasury balance than projected for the period.
5. Sales tax income is \$107,187 below budget for the first eight months since the December wrap-up payment was lower than anticipated. For the July-September 2004 sales period, sales tax revenue for the District was down 3.4% over the previous year, while the budget projected no change. Additionally, the advances for the October-December 2004 sales period are below expectation.
6. Administration personnel expense is at 67.4% of the budget due to high workers' comp expenses during the period.
7. Paratransit program personnel expense is only at 47.2% of the budget since hiring of additional ParaCruz staff did not occur until the third month of the fiscal year.
8. Customer Service non-personnel expense is at 69.4% of the budget due to higher printing and graphics expenses than anticipated for the fall schedule.
9. Information Technology non-personnel expense is at 77.8% of the budget due to volume purchases of IT supplies, payment of annual maintenance agreements and use of temporary help.
10. Paratransit program non-personnel expense is at 70.8% of the budget due to payment to Community Bridges for contract services from July to October 2004. As of November 1, 2004, the major costs shifted to personnel expenses (see Note 7).
11. Operators overtime is at 72.9% of the budget due to shift coverage for the ParaCruz department required by current vacancies, as well as fixed route Bus Operator overtime to cover shifts of employees on leave.
12. Unemployment insurance is at 74.7% of the budget because this payroll tax is charged on a calendar year basis. Most of the costs are expended in the first two months of the calendar year.
13. Uniforms and laundry expense is at 67.7% of the budget due to start-up ParaCruz expenses.

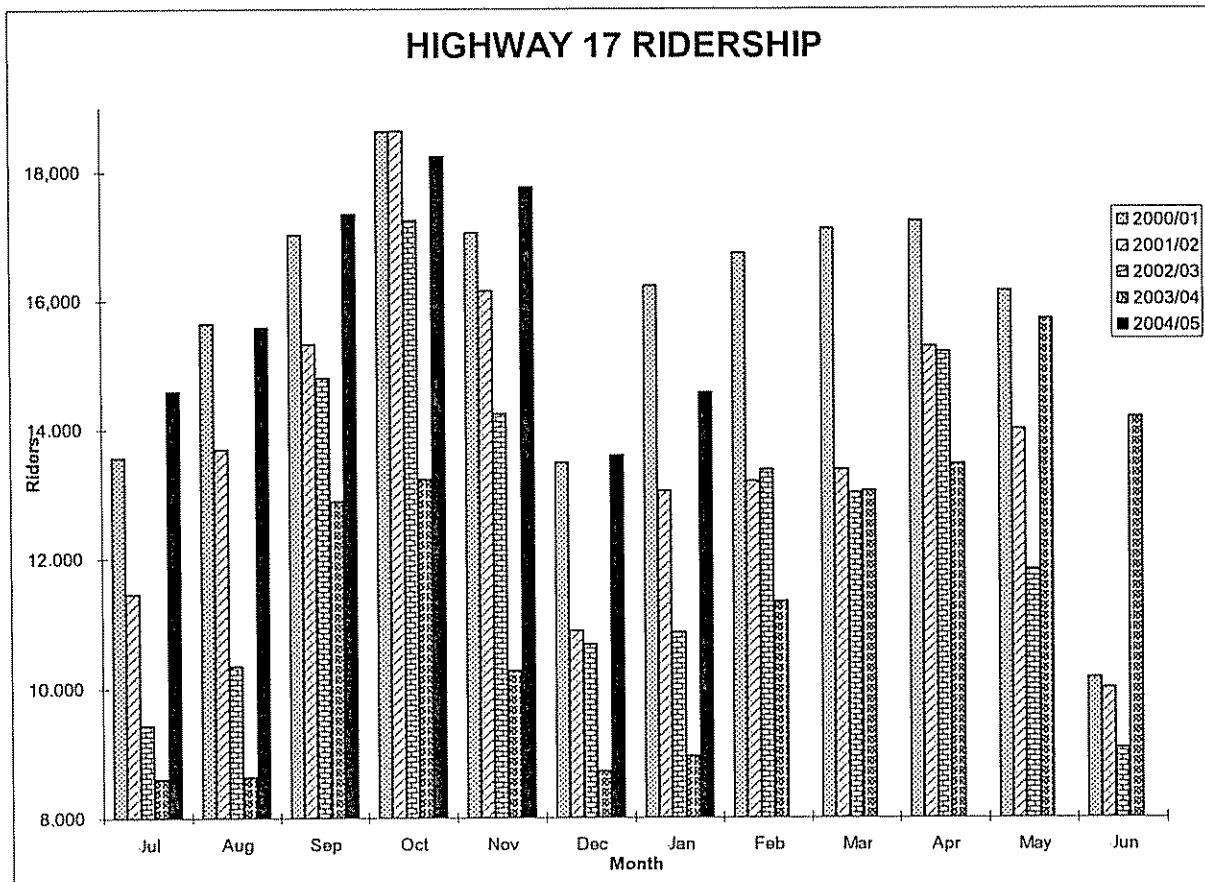
14. Waste disposal/ads/other is at 81.6% of the budget due to expenses associated with the sale of the Sakata property.
15. Contract paratransit service is at 79.9% of the budget since most of this account covers the Community Bridges billings for July to October 2004. The balance will be used to pay for contract taxicab services.
16. Tires and tubes expense is at 69.3% of the budget due to ParaCruz start-up costs.
17. Other mobile supplies expense is at 85.2% of the budget due to volume purchase of upholstery supplies.
18. Revenue vehicle parts are at 77.5% of the budget since monthly charges to this account fluctuate from month to month depending on the parts needed for repairs.
19. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.

FY 04-05 BUDGET TRANSFERS
3/1/05-3/31/05

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 05-018			
TRANSFER FROM:	503225-1300	Graphic Services	\$ (2,993)
TRANSFER TO:	504215-1300	Printing	\$ 2,993
REASON:	To cover account overrun in the Customer Service Department.		
TRANSFER # 05-019			
TRANSFER FROM:	501021-1700	Other Salaries	\$ (27,840)
TRANSFER TO:	503041-1700	Temporary Help	\$ 27,840
REASON:	To cover expected expenditures in the Legal Department for the remainder of FY 04-05 during recruitment.		
TRANSFER # 05-020			
TRANSFER FROM:	509121-1700	Employee Training	\$ (615)
TRANSFER TO:	504311-1700	Office Supplies	\$ 570
	504311-1800	Office Supplies	\$ 45
			\$ 615
REASON:	To cover the purchase of books in the Legal Department.		
TRANSFER # 05-021			
TRANSFER FROM:	501021-4100	Other Salaries	\$ (15,075)
TRANSFER TO:	502999-4100	Other Fringe Benefits	\$ 75
	503041-4100	Temporary Help	\$ 15,000
			\$ 15,075
REASON:	To cover expected expenditures in the Fleet Maintenance Dept. due to position vacancy.		
TRANSFER # 05-022			
TRANSFER FROM:	504311-3100	Office Supplies	\$ (350)
	504311-4100	Office Supplies	\$ (750)
			\$ (1,100)
TRANSFER TO:	504311-1500	Office Supplies	\$ 1,100
REASON:	To cover costs in the IT Department for expenses in ParaCruz and the Vernon Street Fleet Maintenance move.		

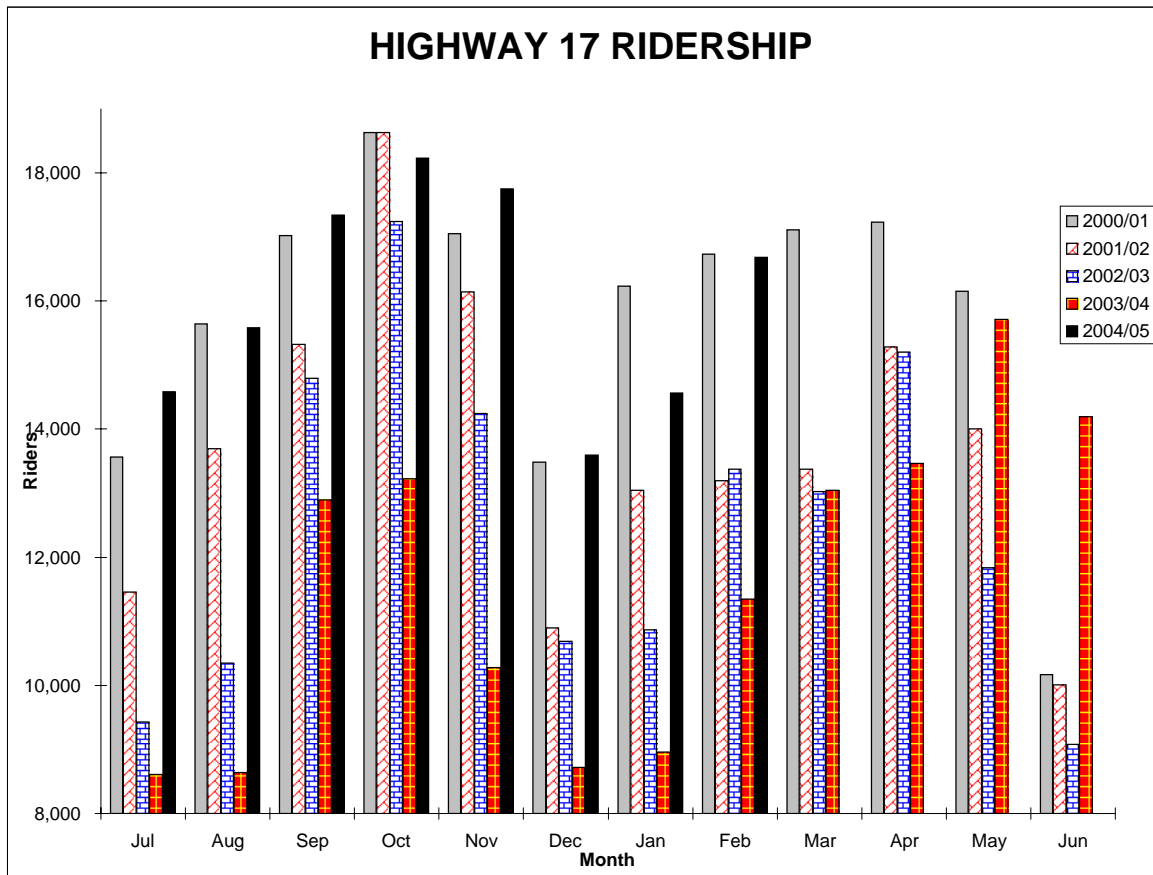
HIGHWAY 17 - JANUARY 2004

	January			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 114,376	\$ 81,465	40.4%	\$ 803,251	\$ 574,138	39.9%
Farebox	\$ 47,941	\$ 21,747	120.4%	\$ 357,160	\$ 182,414	95.8%
Operating Deficit	\$ 57,107	\$ 59,297	(3.7%)	\$ 379,047	\$ 382,886	(1.0%)
Santa Clara Subsidy	\$ 28,554	\$ 29,649	(3.7%)	\$ 189,523	\$ 191,443	(1.0%)
METRO Subsidy	\$ 28,554	\$ 29,649	(3.7%)	\$ 189,523	\$ 191,443	(1.0%)
San Jose State Subsidy	\$ 588	\$ 421	39.7%	\$ 11,271	\$ 8,837	27.5%
AMTRAK Subsidy	\$ 8,740	\$ -		\$ 55,773	\$ -	
STATISTICS						
Passengers	14,566	8,958	62.6%	111,652	71,316	56.6%
Revenue Miles	41,271	25,699	60.6%	288,759	197,297	46.4%
Revenue Hours	1,548	906	70.9%	10,829	6,954	55.7%
Passengers/Day	470	427	10.2%	519	482	7.8%
Passengers/Weekday	578	-		652	-	
Passengers/Weekend	243	-		227	-	
PRODUCTIVITY						
Cost/Passenger	\$ 7.85	\$ 9.09	(13.7%)	\$ 7.19	\$ 8.05	(10.6%)
Revenue/Passenger	\$ 3.29	\$ 2.43	35.6%	\$ 3.20	\$ 2.56	25.1%
Subsidy/Passenger	\$ 3.96	\$ 6.67	(40.6%)	\$ 3.50	\$ 5.49	(36.4%)
Passengers/Mile	0.35	0.31	13.8%	0.39	0.36	7.0%
Passengers/Hour	9.41	7.61	23.6%	10.31	10.26	0.5%
Recovery Ratio	41.9%	26.7%	57.0%	44.5%	31.8%	39.9%



HIGHWAY 17 - FEBRUARY 2004

	February			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 106,771	\$ 77,586	37.6%	\$ 910,022	\$ 651,724	39.6%
Farebox	\$ 57,698	\$ 31,551	82.9%	\$ 414,858	\$ 213,966	93.9%
Operating Deficit	\$ 45,241	\$ 43,381	4.3%	\$ 424,288	\$ 426,268	(0.5%)
Santa Clara Subsidy	\$ 22,620	\$ 21,691	4.3%	\$ 212,144	\$ 213,134	(0.5%)
METRO Subsidy	\$ 22,620	\$ 21,691	4.3%	\$ 212,144	\$ 213,134	(0.5%)
San Jose State Subsidy	\$ 1,734	\$ 2,653	(34.6%)	\$ 13,006	\$ 11,490	13.2%
AMTRAK Subsidy	\$ 2,098	\$ -		\$ 57,871	\$ -	
STATISTICS						
Passengers	16,686	11,343	47.1%	128,338	82,659	55.3%
Revenue Miles	38,384	27,052	41.9%	327,143	224,349	45.8%
Revenue Hours	1,439	953	51.0%	12,268	7,907	55.2%
Passengers/Day	596	567	5.1%	528	492	7.3%
Passengers/Weekday	735	-		661	-	
Passengers/Weekend	249	-		230	-	
PRODUCTIVITY						
Cost/Passenger	\$ 6.40	\$ 6.84	(6.4%)	\$ 7.09	\$ 7.88	(10.1%)
Revenue/Passenger	\$ 3.46	\$ 2.78	24.3%	\$ 3.23	\$ 2.59	24.9%
Subsidy/Passenger	\$ 2.82	\$ 4.06	(30.6%)	\$ 3.41	\$ 5.30	(35.7%)
Passengers/Mile	0.43	0.41	5.4%	0.39	0.37	6.5%
Passengers/Hour	11.59	10.12	14.6%	10.46	10.45	0.1%
Recovery Ratio	54.0%	40.7%	32.9%	45.6%	32.8%	38.9%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing door-to-door demand response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- The Board receives monthly reports on the status of this service
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics reported are for the month of January 2005.

III. DISCUSSION

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

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

Performance indicators show continued improvement in overall service effectiveness and efficiency during the reporting period.

5-8.1

Operating Statistics for January 2005

	<i>October 04</i>	November 04	December 04	January 05
Rides Scheduled	9016	10009	7930	7782
Rides Performed	7521	7591	6713	6822
Miles Driven	<i>Not reported</i>	66,034	56,619	56,825
Average trip miles	6.83	6.83	6.51	6.54
Within ready window	93.8%	84.67%	89.21%	89.65%
Excessively late/missed trips	28	77	25	20
Call center average time to answer	<i>N/A</i>	43 seconds	38 seconds	23 seconds
calls on hold < 2 minutes		91%	94%	95%
Distinct count of riders	995	1149	867	842
Most frequent rider	71 rides	46 rides	44 rides	48 rides
Percentage of shared rides	<10%	49.0%	49.1%	51.1%
Passengers per revenue hour	2.02*	1.43	1.46	1.57
Percent by supplemental providers	71.9%	33.6%	22.34%	15%
SCT cost per ride	<i>N/A</i>	\$24.34	\$23.97	\$21.83
TME cost per ride	<i>N/A</i>	\$21.55	\$20.44	\$23.22
ParaCruz cost per ride (excluding overhead)	<i>N/A</i>	\$23.81(est)	\$22.41(est)	\$21.81(est)
Rides < 10 miles	<i>N/A</i>	79.91%	80.78%	81.03%
Rides > 10 miles	<i>N/A</i>	20.09%	19.22%	18.97%

* when rides performed by taxi, "revenue hours" reflect only actual ride times.

5-8.2

IV. FINANCIAL CONSIDERATIONS

None at this time

V. ATTACHMENTS

NONE

5-8.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for February 2005 increased by 2.6% versus February 2004. Year to date student billable trips have increased by 3.4%.
- Faculty / staff trips for February 2005 decreased by 7.8% versus February 2004. Year to date faculty / staff billable trips have decreased by (3.9%).
- Revenue received from UCSC for February 2005 was \$206,940 versus \$195,065 for February 2004, an increase of 6.1%.

	Student Ridership	Faculty/Staff Ridership	Monthly Increase-(Decrease) Student	Monthly Increase-(Decrease) Faculty Staff
This Year	215,502	17,276	2.6%	(7.8%)
Last Year	209,947	18,734		

***There were 19 days of instruction in both February 2004 and February 2005.**

III. DISCUSSION

UCSC started Fall instruction on September 23, 2004. A summary of the results for January 2005 is:

- Student billable trips for the month of February 2005 were 215,502 vs. 209,947 for February 2004, an increase of 2.6%.
- Faculty / Staff billable trips for the month of February 2005 were 17,276 vs. 18,734 for January 2004, a decrease of (7.8%).
- Year to date Student billable trips have increased by 3.4% and faculty / staff billable trips have decreased by (3.9%).
- Revenue for February 2005 was \$206,940 vs. 195,065 for February 2004, an increase of 6.1%.

IV. FINANCIAL CONSIDERATIONS

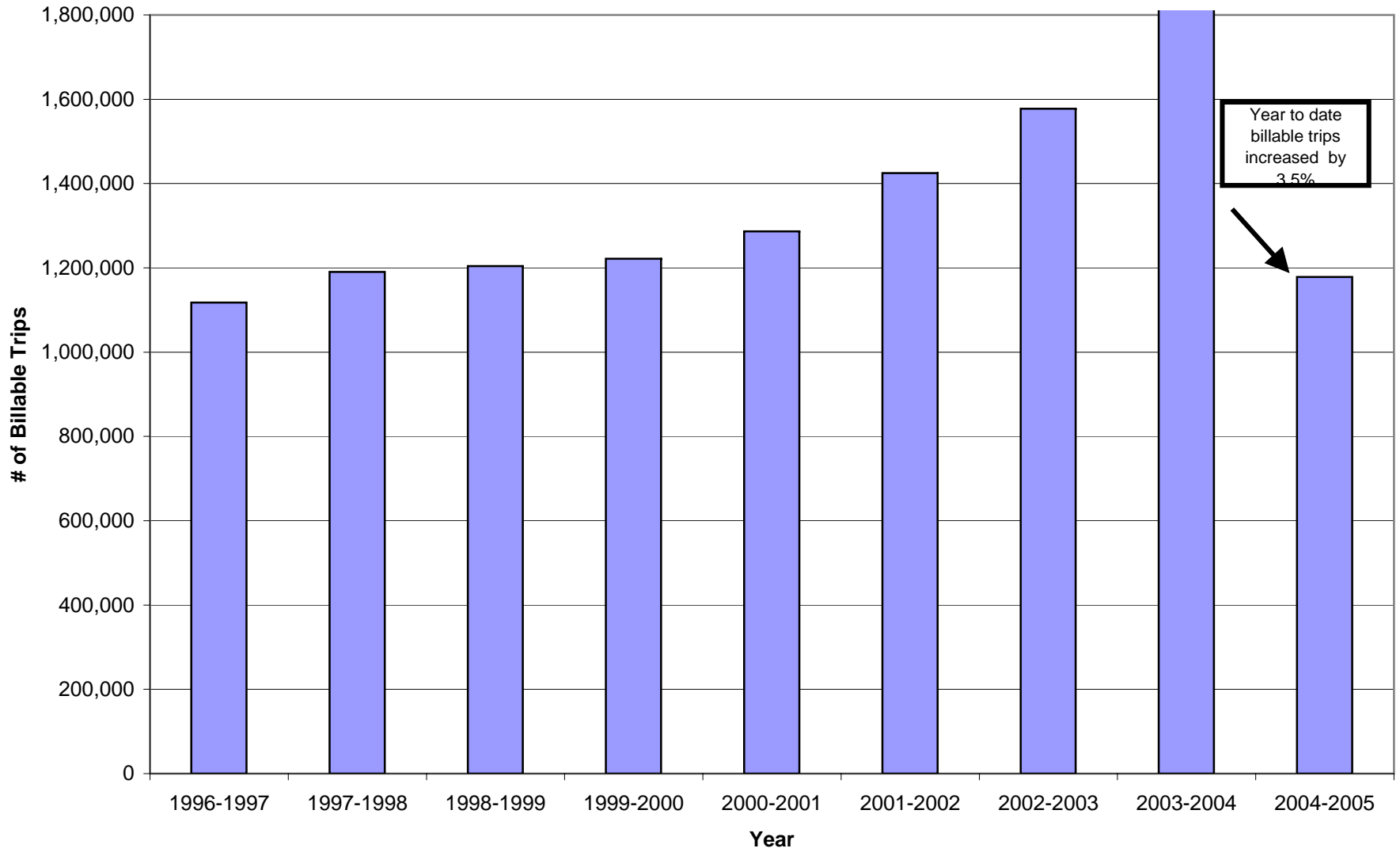
NONE

V. ATTACHMENTS

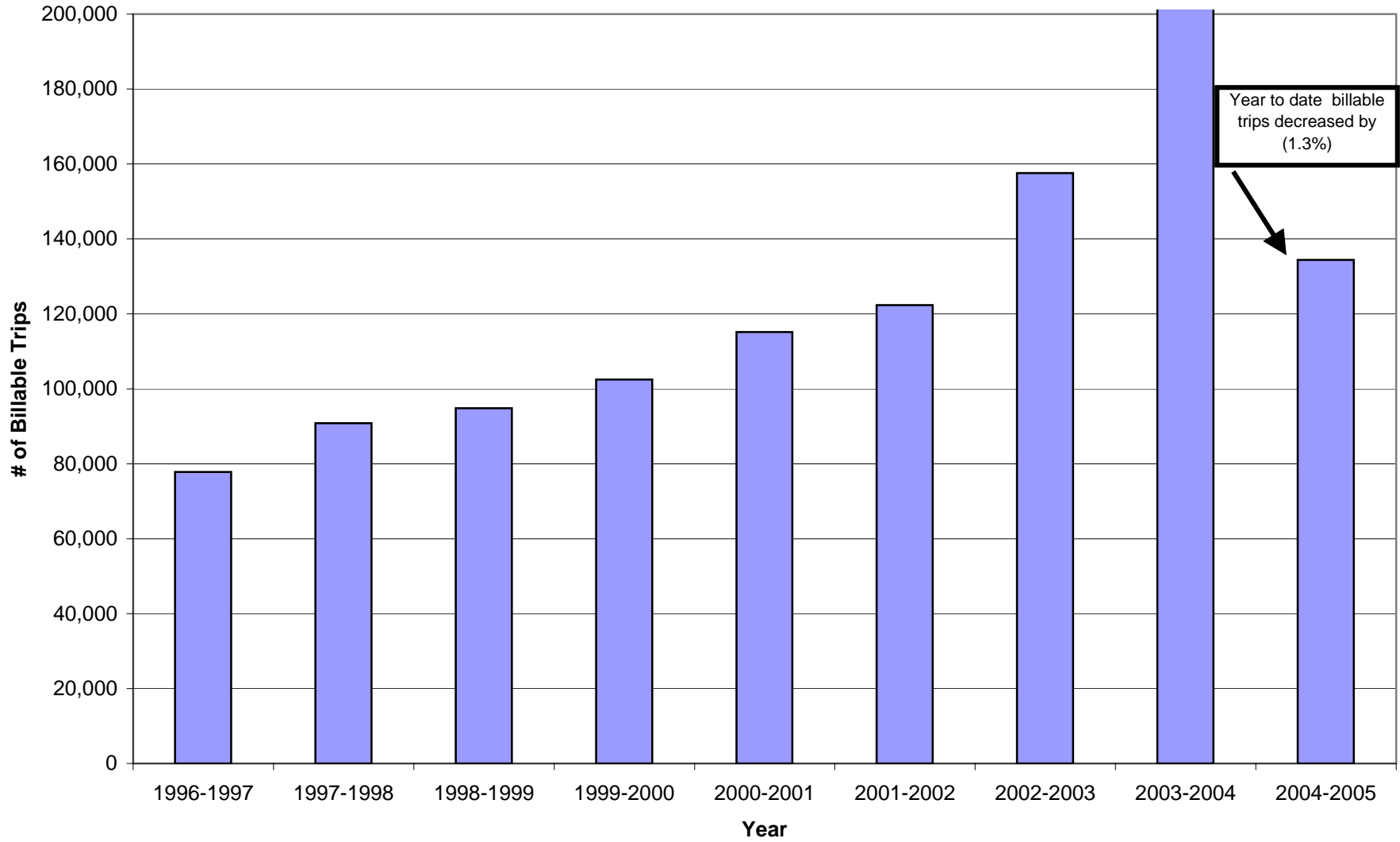
Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The MetroBase Project is proceeding according to the revised schedule according to one project bid option.
- Real estate acquisition and relocation phase of the project is in final stages.
- Surf City Produce and Odwalla have vacated 120 Golf Club Drive premise.
- Bids are being solicited for bus parking site improvements at 115 Dubois Street.
- AB390 Reimbursement designation application sent to California Transportation Commission on March 21, 2005.

III. DISCUSSION

The MetroBase Project is proceeding according to the revised schedule. RNL Design is currently completing the new Maintenance Building design.

The completed components of the project for the review period are as follows:

A. Right Of Way (ROW)

- Ground-Breaking Ceremony was held on January 14, 2005.
- 120 Golf Club Drive property in escrow.
- Surf City Produce and Odwalla vacated 120 Golf Club Drive premise.
- Received signed real estate and settlement signature agreement from Surf City Produce.
- Received signed settlement agreement from Odwalla.
- A Tool Shed was relocated to 280 Harvey West Blvd effective November 26, 2004.
- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, and have relocated there.

5-10.1

- 120 Dubois Street Facility was completely vacated and keys turned over to the landlord on March 1, 2005.
- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. Bids are being solicited for the site work construction of bus parking improvements.

B. Finance

- 25 Sakata Lane, Watsonville property being prepared for sale in April/May timeframe and will be advertised for approximately 60 days.
- FTA approved concurrence letter with appraisal for Watsonville property.

C. Architectural & Engineering (A&E)

- RNL: Design Phase is 95% complete.
- RNL Design presented to the Board of Directors options for bidding strategies in regards to cost, schedule, and benefits. Board of Directors approved one project bid option on February 25, 2005.

D. Construction Management (CM)

- MetroBase Site Plan Check preliminary reviews completed by LP2A, City Of Santa Cruz Public Works, and Harris & Associates.

E. Construction Schedule

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004. Expected delivery end of April 2005.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24th, 2004. CNG Vessels delivered on March 7, 2005.
- Nica DMT, demolition contractor, have commence demolition on 1122 River Street and 120 Golf Club Driv. Completion date is end of April 2005.

IV. FINANCIAL CONSIDERATIONS

Statement by State of California Finance Director Tom Campbell that proposition 42 will need to be suspended for 2006/2007 fiscal year places \$6,363,000 in STIP funds for the project in jeopardy. Lack of adopted Federal Reauthorization Bill places \$5,261,445 in High Intensity Transit Tier funds, and \$1,137,800 of Surface Transportation Program funds in jeopardy. AB3090 reimbursement designation request for FY 07/08 sent to Santa Cruz County Regional Transportation Commission (SCCRTC) on February 25, 2005. On March 21, 2005, SCCRTC sent AB3090 reimbursement designation application to California Transportation Commission.

V. ATTACHMENTS

NONE

5-10.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: March 25, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the March 3, 2005 Regular SCCRTC Meeting
Attachment B: Minutes of the March 17, 2005 Transportation Policy Workshop
Attachment C: Minutes of the March 17, 2005 Special SCCRTC Meeting

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Attachment A

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

MINUTES

Thursday,
March 3, 2005
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA 95060

1. Roll Call

Members Present: Jan Beautz Emily Reilly
 Dene Bustichi (Alt.) Pat Spence
 Randy Johnson Mark Stone
 David Koch (Alt.) Marcella Tavantzis
 Dennis Norton Mardi Wormhoudt
 Ellen Pirie
 Edenilson Quintanilla (Alt.)
 Rich Krumholz (ex-officio)

Staff Present: Pat Dellin Luis Mendez
 Daniel Nikuna Gini Pineda
 Karena Pushnik Cory Caletti
 Kim Shultz

2. Oral Communications

3. Additions or Deletions to Consent and Regular Agendas

Commissioner Spence asked if funding for elderly and disabled transportation mentioned in Item 7 on the Legislative Agenda included Americans with Disabilities (ADA) funding. Acting Executive Director Pat Dellin answered that it did. Commissioner Spence said it was her understanding that federal funding could not be used for operating costs for transit projects. Ms. Dellin said that staff would check on this.

CONSENT AGENDA Wormhoudt/Quintanilla

4. Approved Minutes of February 3, 2005 Regular SCCRTC Meeting
5. Approved Minutes of the February 17, 2005 Regular TPW Meeting

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6. Approved Minutes of the January 20, 2005 Evening Public Hearing on the Highway 1 Widening/HOV Lane Project Alternatives

POLICY

No consent items

PROJECTS and PLANNING

7. Approved Staff and Committee Recommendations Regarding the Final 2005 Legislative Agenda
8. Accepted Status Report on Highway 1 Projects

COMMISSION BUDGET AND EXPENDITURES

9. Accepted the SCCRTC FY 03/04 Fiscal Audit (enclosed separately for Commissioners)

ADMINISTRATION

10. Accepted Meeting Schedule for SCCRTC Committees and Invitation to Commissioners to Participate in SCCRTC Advisory Committee Meetings

COMMITTEE MINUTES

11. Accepted Draft Minutes of the Bicycle Committee Meeting of February 15, 2005
12. Accepted Draft Minutes of the Budget and Administration/Personnel Committee Meeting of February 16, 2005
13. Accepted Draft Minutes of the Interagency Technical Advisory Committee Meeting of February 17, 2005

INFORMATION/OTHER

14. Accepted Monthly Meeting Schedule
15. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter to Caltrans Regarding Initial Study for the Laurel Curve Safety Improvements on Highway 17
 - b. Letter to City of Santa Cruz Redevelopment Agency Regarding Tannery Arts Center Draft EIR

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16. Accepted Correspondence Log
17. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues - No Letters
18. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
19. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
20. Accepted Information Items
 - a. Memo from Caltrans Regarding Tire Shred Usage
 - b. Memo from Caltrans Regarding Use of Rubberized Asphalt Concrete
 - c. Letter from Caltrans to the City of Santa Cruz Redevelopment Agency Regarding the Tannery Arts Center Draft EIR
 - d. Correspondence from Jim Moose, SCCRTC Legal Consultant, Regarding Recreational Rail EIR (Resubmitted on Letterhead)
 - e. Letter from the City of Santa Cruz to SCCRTC Bicycle Committee Regarding Bike/Pedestrian Path on Mission Street Extension
 - f. Letter from Caltrans to SCCRTC Bicycle Committee Regarding Wilder Ranch State Park Bicycle Path Signage
 - g. Community Traffic Safety Coalition 2003-2004 Annual Report

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

No consent items

REGULAR AGENDA

21. Commissioner Reports - None
22. Director's Report

Acting Executive Director Pat Dellin reported that Congressman Sam Farr had been successful in securing Transportation Equity Act: A Legacy for Users (TEA-LU) funds for the Central Coast in Committee and expected the House of Representatives to approve the bill next week. Included in the bill is \$3.67 million for Highway 1 improvements, which include merge lanes between Soquel Avenue and Morrissey Boulevard, and \$6 million for the Monterey Bay Sanctuary Scenic Trail. Commissioner Keogh, representing the SCMTD, is expected to travel to Washington, DC with SCMTD General

5-11. a3

Manager Les White to talk about issues regarding the TEA bill.

Director Dellin relayed an invitation from the City of Santa Cruz to attend a dedication ceremony for the Depot Site.

23. Caltrans Report

Rich Krumholz, Caltrans District 5, said the Highway 1/17 Merge Lanes Project is moving towards completion of the final design and is waiting for state funding to begin construction.

Mr. Krumholz referred to a letter included in the packet that outlined SHOPP projects and how the program works.

Commissioner Beautz asked if the median plantings to be removed along Highway 1 from Rio del Mar Boulevard to Freedom Boulevard will be replaced. Mr. Krumholz replied that the maintenance of the median plantings presented safety issue as well as lane closures and that a new barrier will be installed with vegetation on the outside of the roadway to mitigate the appearance of the barrier.

Commissioner Reilly asked if the delay for Merge Lane funding would affect the Morrissey Boulevard intersection improvements. Mr. Krumholz said that Caltrans is still working with the City of Santa Cruz and RTC staff to find a solution, noting that even installing a stop sign at the northbound off-ramp would require widening the ramp to keep cars from backing up on the freeway.

Director Dellin said that staff expects to return to the Commission with an update on the project soon.

Ms. Dellin then addressed a question asked earlier by Commissioner Spence regarding funding for the Pacific Station. She explained that the Pacific Station, the project to rebuild SCMTD's Metro Center in Santa Cruz, had already been approved for \$1.5 million in a federal appropriations bill, which is different from the pending federal reauthorization bill.

CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

5.11.94

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

25. Welcome New Commissioners and Solicit Committee Preferences

Director Dellin welcomed Commission Alternates Bustichi and Koch to their first Regional Transportation Commission meeting. She noted that Commissioner Rotkin, previously designated as the City of Santa Cruz representative, was now the third alternate for the SCMTD. Commissioner Reilly had been appointed to represent the City of Santa Cruz.

Ms. Dellin asked if Commissioners interested in serving on the Budget and Administration/Personnel Committee would let the Chair or her know by March 11th.

26. Transportation Projects in the City of Santa Cruz - Oral Presentation by City of Santa Cruz Public Works Staff

Assistant Public Works Director for the City of Santa Cruz Chris Schneider updated the Commission with a PowerPoint presentation on City of Santa Cruz transportation projects.

Included in the completed projects were the Depot Site Multi-modal Station, Mission Street improvements, and street rehabilitation and traffic signal projects throughout the City. He said that the City receives funding from sources including the Regional Transportation Commission and uses local money to match state and federal funds.

Mr. Schneider said that the City is meeting with the Coastal Commission staff regarding the Arana Gulch Trail project (formerly known as the Broadway/Brommer project) and showed how the current plan differed from the previous plans in efforts to be less invasive to the natural surroundings.

One of the more controversial projects, the Soquel Avenue/Capitola Road intersection was discussed at length. Commissioner Beautz said the County had just spent money on a free right turn lane and that she didn't like the conceptual plan as presented by the City. She said taking a lane for a bike lane will increase congestion along Soquel Avenue and that while she is worried about safety she is also worried about traffic backing up.

5-11.95

Commissioner Wormhoudt expressed her concern about removing trees from the significant grove adjacent to the intersection and asked that if a plan is in the "conceptual" stage, that the City planners keep an open mind to other concepts that might eliminate cutting the trees.

Commissioner Beautz asked Mr. Schneiter to provide statistics on the accident rate at the intersection.

Micah Posner said Soquel Avenue is a very important commuter corridor for bicyclists and that the Capitola/Soquel interchange is the most dangerous intersection in the City for cyclists. He suggested a right turn pocket instead of a free right turn lane, which would not require cutting any of the redwood trees in the adjacent grove.

Cliff Walters said he hoped that the plans for a Beach Street bikeway would make sure there was enough room for cars to pass when the train was moving along the tracks.

Commissioner Norton asked for information on the new products used for the East Cliff rehabilitation project.

Dave Eselius said there should be a study on Soquel Avenue as a major arterial and that it has to be a four-lane through road. He said a signal light could take care of the junction at Capitola Road and Soquel Avenue and that the 2-way Beach Street bikeway with Beach Street running in one direction impedes the flow of traffic. He added that intersection lighting on Mission Street was necessary to illuminate pedestrian crossings.

27. Acquisition of the Santa Cruz Branch Rail Line - Approve Staff Recommendations Regarding Amending the 2004 Regional Transportation Improvement Program (RTIP) for AB3090 Designation and Request for Funding to the Coastal Conservancy

Acting Executive Director Pat Dellin gave the staff report and said that the Commission had asked the California Transportation Commission (CTC) staff to see if an application for Proposition 116 funds could use the existing recreational rail service provided by Big Trees Railroad to qualify for funding. Ms. Dellin announced that the CTC staff had replied that it could be possible to apply for Proposition 116 funding to preserve the rail corridor, without the requirement of running passenger rail at all. She said the SCCRTC would have to ask for a waiver of two CTC policies: one to allow State Transportation Improvement

5-11.96

Program (STIP) funding to match Proposition 116 funding and the other to exempt the SCCRTC from the requirement to put in new passenger rail service and operate it for a certain number of years. Ms. Dellin added that at the next meeting, a revised work plan and timeline and an updated financial plan would be brought to the Commission.

Commissioner Stone gave a report from the Ad Hoc Committee on Proposition 116 Options. He said that the state had determined that the preservation of rail corridors was good policy and that the Committee advised the Commission to apply for Proposition 116 funds using preservation of the corridor as the main request. He said that the Commission had decided previously to send a Request for Proposals (RFP) out for combined freight and passenger rail service, but that it was now advisable to request proposals for a freight operator only, with the understanding that there is passenger rail on a portion of the track. With respect to the Environmental Impact Report (EIR) on the Recreational Rail project, Mr. Stone said the Committee recommended continuing with the preparation and, after public comment, to come back with suggested mitigations to the comments. He said the Committee advised suspending the demonstration train and asked that the Committee be allowed to continue as a Task Force. He mentioned the AB3090 requests on the agenda before the Commission and said that the AB3090 request for the MetroBase should be made to the CTC before the Commission makes its request for AB3090 reimbursement for the rail acquisition.

Commissioners discussed the ad hoc committee's recommendations. It was noted that the Recreational Rail EIR would be completed but not certified until solutions to the mitigations were decided and that if the Proposition 116 application were approved to preserve the rail corridor, some of the financial risk to the Commission would be eliminated.

Commissioner Stone said that passenger rail could still be a project in the future, but not tied to the Proposition 116 monies. Director Dellin emphasized that this option, if approved, would give local control rather than state control over what to do on the line.

Commissioners agreed that this new approach would separate the decision whether to run recreational rail from fulfilling funding requirements and that it would allow some consensus for Commissioners.

5-11.47

Commissioner Beautz asked if the Business Plan issue will be gone. Commissioner Stone said that it could be to the extent that the Commission wanted to continue with the project. He said it can be looked at on its own merit, but because it is no longer linked to Proposition 116, it can be looked at over time and without the sense of urgency.

Commissioner Spence raised the issue of the Coastal Conservancy needing appraisals in order for the Commission to qualify for bridge funding. Acting Executive Director Pat Dellin said there will be an integrated timeline presented at the next meeting to coordinate the timing of funding approvals with the availability of reports such as the appraisals, the structures assessment and the Phase II environmental site assessment.

In response to a further questions from Commissioner Spence, Kirk Trost, Miller, Owen & Trost, said there is a provision in the confidentiality agreement that allows the Commission to share information with lenders if they are bound by the same confidentiality agreements as the Commission.

Mr. Trost said that he was very pleased with the constructive nature of discussions with RMC Pacific Materials and looked forward to continuing to work with them.

Dave Eselius said he supports the purchase under these conditions. He said the Commission should separate out the financial aspects from actual use to make it less confusing and that the use needs to be defined.

Micah Posner thanked the subcommittee saying this new development allows people to support the rail trail without supporting a train. He said that when choosing a freight service operator it would be good to have one familiar with passenger service and added that he hopes the Capitola/Aptos study is continued as a backup plan.

Bill Comfort wanted to clarify that a remark made by Commissioner Beautz saying that the Commission would no longer have to worry about the Business Plan referred to the part regarding the recreational rail and that the rest needs to be studied.

Marilyn O'Rourke thanked Commissioner Beautz and said if the CTC would allow an open hearing, a lot of people would attend to support preserving the rail corridor. Ms. O'Rourke asked if the public hearing for the existing draft

5-11.a8

EIR will still take place in March, if the Business Plan will be redone just for freight service and if the environmental report will be for all 32 miles of rail line or just on the section designated for the Recreational Rail.

Commissioner Pirie responded that the EIR would be completed but not certified, that no decision had been made regarding the scope of the Business Plan and that the entire 32 mile right-of-way acquisition had gone through environmental review.

Ms. O'Rourke asked if the public would know the results of the appraisals and Phase II site assessments. Commissioner Pirie said that the confidentiality agreement will not allow that information to be released until the Executive Director recommends purchase of the right-of-way.

Ms. O'Rourke said she thinks if hazardous waste exists it needs to be revealed to agencies by law and asked if the AB3090 reimbursement meant that the project would be the highest funding priority for a specific year.

Ken Kannegaard said that RMC Pacific Materials is now Cemex Cement. He added that he and other Cemex representatives were pleased with their meeting with the Commission staff and consultant. He referred to the position paper included as an attachment.

Commissioner Beautz said it sounded like the Ad Hoc Committee took a position on when the Metro should apply for its AB3090 reimbursement and asked SCMTD General Manager Les White to comment.

Mr. White said the Commission had asked Metro if it wanted to use the AB3090 mechanism to provide a higher level of security for State Transportation Improvement Program (STIP) reimbursement and that the Metro board voted to ask for FY07-08 repayment and had directed Metro staff to stage SCMTD's application so as not to conflict with the SCCRTC application. He said that the state may have concerns regarding how many AB3090s to approve for a particular region and that requesting them separately could offset the perception that Santa Cruz was asking for too many reimbursements. Mr. White said a formal request was made.

Commissioner Stone moved to: (1) adopt the resolution stating that the Santa Cruz Branch Rail Line Right-of-Way Acquisition project is the region's highest priority for reimbursement among projects programmed for STIP funds in

5-11.29

fiscal year 2008/09 and amending the 2004 *Regional Transportation Improvement Program* and asking the California Transportation Commission (CTC) to designate the Santa Cruz Branch Rail Line Right-of-Way Acquisition project for an AB3090 Reimbursement in fiscal year 2008/09; (2) adopt the resolution requesting a \$10 million reimbursable grant to be paid back by the STIP funds programmed for the Santa Cruz Branch Rail Line Right-of-Way Acquisition project; (3) direct staff to return to the RTC as soon as practicable with a draft Proposition 116 application and financial plan for purchase of the Santa Cruz Branch Rail Line right-of-way as a transportation corridor preservation project and including general improvements to ensure continued operation of the rail line. The application materials should also include discussion of the Commission's intention to continue the existing Big Trees recreational passenger rail and the existing freight service, and to consider additional recreational passenger service in the future; (4) direct staff to return to the RTC as soon as practicable with a draft RFP only for short line freight service; (5) suspend pursuit of a demonstration train on the Santa Cruz Branch Rail Line; (6) establish the ad hoc committee as a short term rail acquisition task force to work with staff through the completion of the Santa Cruz Branch Rail Line Acquisition project.

Commissioner Wormhoudt seconded and the motion (Resolutions 35-05 and 36-05) passed unanimously

- 27.1 Acquisition of the Santa Cruz Branch Line - Approve Resolution to Expend Funds for Insurance Coverage Required by the Right of Entry Agreement to Perform Services for the Phase II Environmental Assessment and Other Due Diligence Tasks

Commissioner Wormhoudt moved and Commissioner Norton seconded to approve the staff recommendations that the Regional Transportation Commission adopt a resolution to purchase, from Union Pacific, railroad protective liability insurance as required by the right of entry agreement to produce the Phase II Environmental Site Assessment and other due diligence reports.

The motion (Resolution 37-05) passed unanimously.

28. Highway 1/17 Merge Lanes Project Soundwall Design

Acting Executive Director Pat Dellin reviewed that there were areas of soundwall that could not be landscaped since

5-11.910

they were being placed on top of existing structures and that the Commission needed to choose a design for these sections so that the project could move forward.

Ms. Dellin noted a letter from Caltrans Landscape Architect Bryan Parker that responded to Commission Alternate Barrett's suggestion, at the previous Commission meeting, to include a planter box on the non-landscaped soundwall.

Commissioner Wormhoudt said she preferred a simple and straightforward design, as depicted on page 28-5.

Commissioner Reilly agreed with the selection and moved to approve the design as the staff recommendation to approve one design for the non-landscaped soundwall on top of the non-landscaped section of soundwall (approximately 350-feet) for the Highway 1/17 Merge Lanes Project; and to accept information from Caltrans regarding the feasibility of including a planter box on the non-landscaped soundwall.

Commissioner Wormhoudt seconded and the motion passed unanimously.

29. Next Meetings/Adjournment

The meeting adjourned at 11:45 am.

The next Transportation Policy Workshop and Public Hearing on the Draft RTP and Draft RTP EIR is scheduled for Thursday, March 17, 2005 at 9:00 a.m. at the City of Watsonville Council Chambers, 250 Main Street, Watsonville, CA.

An evening Recreational Rail Draft EIR Public Hearing will be held on March 17th, 2005 at 7 p.m. the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

The next regular SCCRTC meeting is scheduled for Thursday, April 7, 2005 at 9:00 a.m. at the Capitola City Council Chambers, 420 Capitola Road, Capitola CA 95010.

Respectfully submitted,

Gini Pineda, Staff

5-11.911

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Micah Posner	People Power
Ken Kannegaard	Cemex
David Eselius	
Peter Scott	Campaign for Sensible Transportation
Les White	SCMTD
John Presleigh	County Department of Public Works
Keith Hinrichsen	Caltrans
Chris Schneiter	Santa Cruz City Public Works
Bill Comfort	
Donna Ziel	Alternate to Commissioner Stone
Genevieve Bookwalter	Santa Cruz Sentinel
Mark Dettle	Santa Cruz City Public Works
Sandra Coley	Pajaro Valley Transportation Management Association
Cliff Walters	Big Trees Railroad
Les White	SCMTD
Ken Hill	

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5-11.a12

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, March 17, 2005

9:00 am

Watsonville City Council Chambers
250 Main Street, Watsonville CA

Members Present: Jan Beautz Dennis Norton
 Edenilson Quintanilla (Alt.) Emily Reilly
 Randy Johnson Pat Spence
 Mike Keogh Mark Stone
 Antonio Rivas Marcela Tavantzis
 Ellen Pirie Andy Schiffrin (Alt.)
 Rich Krumholz (ex-officio)

Staff Present: Pat Dellin Luis Mendez
 Grace Blakeslee Karena Pushnik
 Rachel Moriconi Gini Pineda
 Cory Caletti

1. Introductions

A Roll Call was taken.

2. Oral Communications - None

3. Additions/Deletions to the Agenda - None

CONSENT AGENDA (Pirie / Schiffrin) – approved unanimously

4. Accepted Updated RTC Roster

5. Accepted Status Report on Highway 1 Projects

6. Accepted Update from the Budget & Administration/Personnel Committee Regarding Administrative Relationship with the County of Santa Cruz

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

7. Approved Elderly and Disabled Transportation Advisory Committee (E&D TAC) and Staff Recommendations Regarding American with Disabilities Act (ADA) and Digital Upgrade for the Safe Call Box System

5-11.61

REGULAR AGENDA

CLOSED SESSION

8. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport – Taken out of order after Item 11

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

9. Appoint Commissioners to Budget & Administration/Personnel Committee - Taken out of order after Item 7.

Commissioner Pirie reported that Commissioners Beautz, Keogh, Pirie, Campos and Commission Alternate Schiffirin wished to retain their positions on the Budget and Administration/Personnel Committee with Commission Alternate Quintanilla substituting for Commissioner Campos when necessary.

Commissioner Pirie moved to accept the Committee membership. Commissioner Beautz seconded and the motion passed unanimously.

10. 9:30am Public Hearing on the Draft *2005 Regional Transportation Plan* (RTP) and Draft RTP Environmental Impact Report (EIR) – Taken out of order after Item 8

Senior Planner Rachel Moriconi gave an overview of the *Draft 2005 Regional Transportation Plan* (RTP) explaining that it was a minor update to the *2001 Regional Transportation Plan*. Ms. Moriconi said that the draft plan includes some changes to the project lists, revisions to the text in order to present the most up-to-date information available on the existing transportation system, and updated funding assumptions.

John Courtney, Lamphier Gregory, gave a presentation on the Environmental Impact Report (EIR) for the draft RTP. He noted that the EIR covered plans for three agencies: the SCCRTC, the Transportation Agency for Monterey County (TAMC) and AMBAG and was a program level review. He said that environmental impacts would have to be assessed on individual projects when those projects go forward.

Commissioner Rivas asked that announcements regarding the Draft RTP be made available in Spanish.

Chair Johnson opened the floor for public comment.

5-11.62

Bob Yount said that education of drivers should be the number one goal for the Commission, since driver behavior was the real cause of congestion and traffic snarls.

The Public Hearing was closed.

Commissioner Beutz took issue with the statement on page 10-6 of the Executive Summary that land use patterns and development continue to encourage driving. She said that most of the cities and the county have an urban limit line, so development is not contributing to sprawl and that a lot of the commute traffic is going over the hill.

Commissioners Rivas and Johnson noted that the percentage of the project lists for streets and roads was low at 14% and would like to see it increased.

Commissioner Spence asked if there was a way to correlate the county population growth chart to the chart showing the increase in registered vehicles, licensed drivers and total vehicle miles. Senior Planner Moriconi said such a chart could be created.

Ms. Spence suggested language revisions for items regarding transit service for riders who are functionally unable to ride fixed-route service. She noted that this language had been approved by the Paratransit Task Force. She also noted obsolete information regarding bus cuts in 2003 and the fact that Lift Line does not have a contract with Elderday. Ms. Spence submitted her list of suggested revisions and Acting Executive Director Pat Dellin said that staff would make the necessary corrections.

Commissioners discussed the Goals for 2005 as listed on page 65 of the RTP. Commissioner Keogh suggested that increasing mobility should be the RTC's highest priority. Commissioner Beutz disagreed, stating that maintaining the existing system is most important. Staff noted that the goals were not listed in order of priority. In response to a comment from Commissioner Norton, Ms. Moriconi said she could add a paragraph in the text regarding the impacts that fluctuations in the prices of oil, steel and cement could cause for project development.

Commissioner Spence made suggestions for language changes in Sections 1.5.3 and 2.6.3 of the Goals and Policies of the Draft Regional Transportation Plan. She also asked for an explanation of the possible adoption of a Statement of Overriding Consideration if a proposed project were to have unavoidable adverse environmental effects.

John Courtney, Lamphier Gregory, said in the draft EIR there were 19 potentially unavoidable impacts and in order to adopt the plan and certify the EIR, a Statement of Overriding Consideration had to be made that the benefits of adopting the RTP override the potentially significant environmental impacts.

Commissioner Spence asked if unconstrained funds for the MetroBase project meant that some portion of the project was not funded. Ms. Moriconi replied that there was currently no funding identified for expansion of the MetroBase beyond the initial phase of the project.

Director Dellin noted that Policies and Goals applied not only to the SCCRTC but also to the community at large.

5-11.63

11. Proposed Amendment to the *2004 Regional Transportation Improvement Program (RTIP)* to Program Congestion Mitigation and Air Quality Improvement Program (CMAQ) Funds – Taken out of order after Item 9

Acting Executive Director Pat Dellin explained that there would be no more new Congestion Mitigation and Air Quality (CMAQ) funding beyond FY 04-05 because Santa Cruz was no longer considered a “non attainment” area, but that there are additional funds that need to be programmed. Ms. Dellin said that although the exact amount is unknown, it would be prudent to program towards the high end of anticipated funding which is about \$ 2.9 million. She said that programming this money will give local jurisdictions more flexibility by freeing up Regional Surface Transportation Program money.

Commissioner Beautz clarified that the RSTP funds would not be programmed until the final amounts of CMAQ funds are known.

Commissioner Keogh asked that staff bring back a report in April on the status of the Broadway/Brommer project including the sources of funds for the project and the funds expended to date.

Commission Alternate Schiffirin moved and Commissioner Pirie seconded to approve the staff and the Interagency Technical Advisory Committee (ITAC) recommendations that the Regional Transportation Commission adopt a resolution to:

1. Deprogram \$150,000 in Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds from the Don't Drive One in Five program;
2. Trade \$442,000 in CMAQ funds for RSTP funds for the City of Santa Cruz's Broadway-Brommer (\$62,000) and West Cliff Drive (\$380,000) projects;
3. Program \$596,000 in CMAQ funds for four years of the Commute Solutions Rideshare program and indicate the Commission's intension to deprogram the same amount of STIP funds from the project as part of the 2006 RTIP/STIP;
4. Program \$1,681,000 in CMAQ funds and de-program the equivalent amount of RSTP funds for the Highway 1 Widening/HOV Lane project's Project Approval/ Environmental Document (PA/ED); and
5. Reprogram the freed-up STIP funds from Commute Solutions and freed-up RSTP funds from the Highway 1 Widening/Carpool Lane project as part of a competitive grant process for the *2006 Regional Transportation Improvement Program (RTIP)*, once the region's final FFY04/05 CMAQ apportionments and 2006 STIP shares are known.

The motion (Resolution 38-05) passed unanimously.

12. Proposed Amendment to the *2004 Regional Transportation Improvement Program* to Designate the MetroBase Project as an AB3090 Reimbursement

5-11.64

Acting Executive Director Pat Dellin said that the SCMTD board decided to request an AB3090 reimbursement but that California Transportation Commission (CTC) staff has indicated that it does not intend to recommend approval of the request, mainly because the state budget is so bad and because this project does not meet the criteria for AB3090 reimbursement.

SCMTD General Manager Les White reported that he had met with CTC staff and that the reasons for not supporting the request were not articulated well. He said that it seems that the CTC considers the Rail Right of Way Acquisition project a better candidate for AB3090 Reimbursement because using a loan from the Coastal Conservancy brings non-transportation related revenue to the project. Mr. White said that he did not see a difference between borrowing from a bank and borrowing from the Coastal Conservancy, but that the CTC did not respond to this reasoning. He said that the CTC is concerned with the number of AB3090s to be reimbursed, saying that because they have to be paid before any other State Transportation Improvement Program funds are allocated, one county could end up receiving funding and another county receiving nothing. He added that the CTC had asked if AB3090 reimbursements for El Rancho in 06-07, the MetroBase in 07-08 and for the rail acquisition in 08-09 meant that the community is saying these projects should be funded to the exclusion of any other projects in the STIP, including the funding of the Highway 1/17 Merge Lanes Project. He said that the bottom line is that the legislature is not giving enough money to transportation and the CTC is asking if a project is so important, why the community would not put aside other projects to make sure there is sufficient funding instead of seeking AB3090 reimbursements.

Commission Alternate Schiffirin asked Mr. White to clarify whether he was recommending going forward with the staff recommendations. Mr. White replied that he was.

Commissioner Beautz moved and Commission Alternate Schiffirin seconded to approve the staff recommendations to:

1. Adopt a resolution to:
 - a. State that the MetroBase Consolidated Bus Operations Facility project is the region's highest priority for reimbursement among projects programmed for STIP funds in fiscal year 2007/08; and
 - b. Amend the 2004 *Regional Transportation Improvement Program* to designate the MetroBase project for an AB3090 Reimbursement in fiscal year 2007/08;
2. Submit the AB3090 Reimbursement request to the California Transportation Commission for consideration at its May and July meetings.

The motion (Resolution 39-05) passed unanimously.

13. Santa Cruz Branch Rail Line Acquisition Project: Draft Updated Timeline

Acting Executive Director Pat Dellin referred to the updated timeline and recommended that the application for an AB3090 reimbursement for the rail line acquisition be presented at the

5-11.65

August and September California Transportation Commission meetings. She noted that the timeline needed to be updated due to delays in the right of entry agreement and longer Phase II site assessment work.

Acting Deputy Director Luis Mendez reported that the right of entry agreement has been signed and the Phase II site assessment work is starting.

Commissioners discussed whether the timeline for the acquisition tasks gave enough time for documents to be reviewed before the date set for the close of escrow.

Kirk Trost, Miller, Owen & Trost, said that the time for negotiating the purchase was extended on the timeline because negotiations can continue until closing time. He said that as the documents come to the Commission, the Commissioners can decide if there has been enough time for proper review and public comment.

Commission Alternate Schiffirin moved to approve the Rail Acquisition Task Force and staff recommendations that the Regional Transportation Commission approve the draft updated Projected Timeline for the Santa Cruz Branch Rail Line Acquisition Project. Commissioner Norton seconded.

The motion passed with Commissioners Beautz and Spence voting "no".

14. Next Meetings / Adjournment

The meeting adjourned at 11:45 am.

An evening Recreational Rail Draft EIR Public Hearing will be held on March 17th, 2005 at 7 p.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

The next regular RTC meeting will be held Thursday, April 7, 2005 at 9:00 a.m. at the **Capitola City Council Chambers, 420 Capitola Ave, Capitola, CA.**

The next Transportation Policy Workshop will be held Thursday, April 21, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

5-11.66

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Les White	SCMTD
Genevieve Bookwalter	Santa Cruz Sentinel
Bob Scott	SCCRTC Technical Advisor
Mike Dalbey	
Eli Puglizevich	
John Courtney	Lamphier-Gregory

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5-11.67

REGIONAL TRANSPORTATION COMMISSION
Special Meeting

MINUTES

Thursday, March 17, 2005
7:00 pm
County Board of Supervisors Chambers
Santa Cruz, CA 95060

Members Present:	Jan Beautz	Edenilson Quintanilla (Alt.)
	Mike Keogh	Emily Reilly
	David Koch (Alt.)	Mark Stone
	Dennis Norton	Marcela Tavantzis
	Ellen Pirie	Pat Spence
		Mardi Wormhoudt

Staff Present:	Pat Dellin	Luis Mendez
	Cory Caletti	Karena Pushnik
	Rachel Moriconi	

1. Roll Call

A roll call was taken.

2. Oral Communications - None

3. Additions/Deletions to the Agenda

Written comments received since the packet was released were distributed. It was noted that all comments are due by April 5, 2005.

4. 7:00 PM Public Hearing on the Revised Draft Environmental Impact Report (DEIR) for Recreational Rail between Capitola and Aptos with an Extension to Seascape

Senior Planner Karena Pushnik presented the staff report, including a history of the project and an update of the current status of the project. Ms. Pushnik said that one of the recommendations from the Major Transportation Investment Study (MTIS) was the acquisition of the rail right of way.

Ms. Pushnik reviewed funding options for acquisition of the rail right-of-way, including the \$11 million dollars in Proposition 116 funds. She said that a passenger rail project was one of the stated requirements of Proposition 116 and that the Commission decided in

5-11.C1

a May 2003 public hearing, that a recreational rail from Capitola to Aptos with extension to Seascap would be the best project to fulfill the Proposition 116 requirements. Recent information from the California Transportation Commission staff, however, indicates that a Proposition 116 application could be submitted for the purpose of preservation of the rail corridor as the project, without a passenger rail component. Since the SCCRTC had previously determined that it wanted extensive analysis of the recreational rail project, holding a public hearing and responding to comments to the revised Draft Environmental Impact Report (DEIR) was necessary to complete the report and certify the document. Ms. Pushnik said that the revised DEIR was prepared to address the fact that a business plan was developed after release of the initial DEIR.

Mary Bean, Circle Point, (formerly Public Affairs Management) presented a slide show that included information on noise analysis and impacts to traffic. Mitigation measures were presented.

Commission Chair Pirie opened the Public Hearing.

Robert Jones congratulated the Commission for choosing preservation of the corridor as a path to Proposition 116 funds but said that the argument for completing the EIR is bad public policy.

Libby Huyck said she had strong concerns about many aspects of the recreational rail project, including soil contamination. She said the SCCRTC has an obligation to file results with the Environmental Protection Agency and that she would also submit written comments.

Wilson Fieberling disagreed with the previous two speakers and said that the Commission should proceed with completing and certifying the EIR.

Terry Winston, Seacliff Improvement Association, said she conducted a survey of issues that concern her association members and that, of the 31 survey respondents, 71% were opposed to the tourist trolley. Reasons cited include traffic, noise, privacy and disturbing quiet weekend time. She submitted her survey and results to the Commission.

Bryan Smith, Committee for Sustainable Transportation, said that the Committee supports a long range plan by the Commission that considers all options and commended the Commission on planning to complete the EIR.

David Wright, Friends of the Rail Trail, thanked the RTC for pursuing Proposition 116 funds, either through a recreational rail service or for preservation of the rail corridor for now. He said the revised DEIR did not show any new impacts that were not already known. He said that Union Pacific is now running the first locomotive using hybrid technology combining electric and diesel energy that runs almost without noise and cuts emission by 8%.

5-11. CZ

James Mayer objected to current freight train impacts such as windows rattling, screeching metal, flickering lights and fire hazards. He said he knew about the freight service when he purchased his property but did not sign up for what is being currently proposed.

Marilyn O'Rourke said she will submit written comments and that she has been trying to find out how many people are within 100 or 500 feet of the rail line. She said that if 5800 people were on the mailing list of residences notified regarding the acquisition plan and assuming each one of those residences has 3 people in their household, 70,400 people could be impacted. She assumed that these residents are taxpayers whose contributions to the community are greater than potential tourist dollars generated by the project and asked the Commission to stop the EIR certification process.

Lee Otter, Coastal Commission, said he supports the preservation of the rail corridor and supported completion of the EIR. He also noted that if the Commission certifies the EIR and a new technology develops, the document could be supplemented or amended.

Paul O'Rourke said if significant information is provided after the closing period, it would seem wise to postpone the pursuit of the EIR.

Richard Crocker said he has lived in the County for 50 years and that, from a business perspective, there are significant liabilities because of the condition of the trestles and tracks, toxic clean-up and that the project is not financially sound.

Bill Comfort said he sees deficiencies in the report regarding safety, segmentation, increased risk for accidents in quiet zones and emergency use of whistles. He further suggested that mitigations are uncertain. He said the project produces no benefits and causes impacts on those nearby.

Chris Burke said a train coming twice a day is fine, but that eight or ten trips a day would be too much and would impact the serenity of his home.

Eli Puglizevich said he is retired, has a summer home and wants peace and quiet. He said the freight locomotive rattles the house. He asked about the condition of the tracks.

The Public Hearing was closed at 8pm.

A word for word transcript of the public testimony from the hearing will be produced and included in the final Environmental Impact Report.

Commissioner Beautz asked how averaging noise could address an individual's concern.

Mary Bean replied that the report uses two types of measurements: an average over a period of time, and an actual instantaneous measurement as the train passes, including train horns and bells at the crossing gates. She said the quiet zone would address the

5-11.23

horns, but not the crossing gates sounds. Ms. Bean added that, even with the quiet zone, it may still be necessary to mitigate the crossing bell noise impacts.

Commissioner Beautz said she thought mitigation should be along the entire line and not just at the crossings. She asked if the \$35,000 cost included in the staff recommendations was to implement the quiet zone or to finish the EIR. Ms. Bean said that sound attenuation is recommended along the entire line and that the \$35,000 was to finish the Environmental Impact Report.

It was noted that the recommendation is to finish the EIR, including responses to all comments, and to certify the Final EIR (FEIR) when there is resolution of the mitigations.

Commissioners discussed the estimated \$35,000 to complete the response to comments and the cost to certify the EIR.

Acting Executive Director Pat Dellin said the amount is an estimate since all the comments have not yet been received. She said that staff will be returning to the Commission with a revised budget after the close of the comment period, but at present an estimate was necessary for the rail acquisition financial plan.

Commissioner Norton asked why there were issues at the intersection in Capitola. Ms. Bean said the report dealt with cumulative impacts which would occur with or without the Recreational Rail Project.

Commissioner Spence requested that the consultant's presentation be included in the next packet.

Commissioner Spence asked questions regarding noise mitigations, number of homes that would be impacted, length of each car and the length of the sidings. She asked for a visual concept and if the rail cars would be self-contained or require a locomotive.

Senior Planner Pushnik said for the purposes of the EIR, two self-propelled cars were used with station platforms being 150 feet long and 8-10 feet wide. Two sidings were identified, one in Capitola and the other in Seascape.

Commissioner Beautz asked for a copy of the letter from Seacliff Improvement Association.

Commissioner Pirie asked about the next steps and whether it was necessary to spend \$35,000 noting that if the EIR was certified and someone objected, litigation would be filed and the Commission would have to defend itself.

Acting Executive Director Pat Dellin responded that the options are: to decide not to respond to comments and not certify the EIR, or to respond to comments and then have the option of certifying at a later date.

5-11.c4

Commissioner Pirie asked if the EIR is a completed document if the final EIR is completed but not certified. Ms. Bean said unless conditions have changed, she believes there are no time limits to certifying.

Commissioner Stone moved and Commissioner Wormhoudt seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Hold a public hearing to receive public testimony on the Revised Draft Environmental Impact Report (DEIR) for Recreational Rail between Capitola and Aptos with an extension to Seascape;
2. Accept the estimate of \$35,000 to complete the response to comments and legal review for the Final Environmental Impact Report for use in updating the Financial Plan for the Santa Cruz Branch Line acquisition; and
3. Direct staff to return to a future meeting with a final budget to complete the draft Final Environmental Impact Report once the volume and extent of comments is known;

and to approve the Ad Hoc Committee on Proposition 116 Options recommendation that the RTC:

4. Direct staff and consultants to prepare the final EIR (FEIR) for the proposed recreational rail service between Capitola and Aptos/Seascape and to return to the RTC with the draft final EIR when there is resolution on the proposed mitigations for noise impacts (the Quiet Zone) and traffic impacts at the Monterey Avenue/Park Avenue intersection.

Commissioner Pirie asked that the motion be amended to exclude recommendation 4 of the staff recommendations. Commissioner Stone did not agree to amend the motion.

Commissioner Wormhoudt said that sometimes it is necessary to move ahead in a number of different directions at the same time.

With the first recommendation being satisfied by holding the public hearing, Commissioner Beautz made a motion to vote on recommendations 2 and 3 separately from recommendation 4. Commissioner Pirie seconded.

The motion to vote on the recommendations separately passed with Commissioners Tavantzis, Pirie, Beautz, Keogh, Spence and Commission Alternate Koch voting in favor of it and Commissioners Norton, Stone, Reilly, Wormhoudt and Commission Alternate Quintanilla voting against it.

The vote on recommendations 2 and 3 passed unanimously.

Recommendation 4 passed with Commissioners Norton, Stone, Wormhoudt, Reilly, Tavantzis and Commission Alternates Quintanilla and Koch voting in favor and Commissioners Pirie, Beautz, Keogh and Spence voting "no".

5-11.05

5. Next Meetings / Adjournment

The meeting was adjourned at 8:30 pm.

The next regular RTC meeting will be held Thursday, April 7, 2005 at 9:00 a.m. at the **Capitola City Council Chambers, 420 Capitola Ave, Capitola, CA.**

The next Transportation Policy Workshop will be held Thursday, April 21, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

Respectfully submitted,

Karena Pushnik and Cory Caletti, Sr. Transportation Planners

S-11.c6

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Bill Comfort	
Bernadette Lambert	Paragon Partners
Ursula and Eli Puglizevich	
James Mayer	
Terry-Lynn Winston	Seacliff Improvement Association
Robert Jones	SCARRED
Fay Levinson	
Olga Rodriguez	Nolte
Lee Otter	California Coastal Commission
Wilson Fieberling	
Chris Burke	
Larry Puretz	
Tom Dobrovony	
Violet Puretz	
Libby Huyck	
Melanie Clark	Roaring Camp

5-11.07

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER RENEWAL OF CONTRACT WITH NATIONWIDE AUCTION SYSTEMS

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Nationwide Auction Systems to extend the term of the contract for one (1) additional year.

II. SUMMARY OF ISSUES

- The District entered into a contract with Nationwide Auction Systems on May 5, 2000 for auctioning services of the District's surplus vehicles and equipment.
- At the option of the District, this contract may be renewed upon mutual written consent.
- Nationwide Auction Systems has indicated that they are interested in extending the contract an additional one-year period to May 4, 2006.

III. DISCUSSION

The contract with Nationwide Auction Systems for auctioning services of the District's surplus vehicles and equipment is due to expire on May 4, 2005. The original contract was for a one-year term and four additional one-year options. On June 19, 2003, FTA Circular C 42201.E removed the five-year limitation on contracts for services, supplies and equipment other than contracts for rolling stock and replacement parts. Nationwide Auction Systems is a leading heavy equipment auctioneer service that has contracts with several transit agencies, local governmental agencies and large utility companies. This company has an international customer base for notifying bidders when District surplus vehicles are up for auction.

Nationwide Auction Systems has provided good service under this contract. An extension of the contract would be favorable to the District. Section 3.02 of the contract also allows the District to renew the contract upon mutual written consent. Nationwide Auction Systems has also reviewed the contract and has indicated their desire to extend the contract for one additional year with no changes. It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Nationwide Auction Systems to extend the contract one (1) additional year.

5-12.1

IV. FINANCIAL CONSIDERATIONS

No funds are expended under this contract. District receives ninety-three (93) percent of the proceeds from the sale of District surplus vehicles and eighty (80) percent of the proceeds from the sale of District surplus equipment.

V. ATTACHMENTS

Attachment A: Letter from Nationwide Auction Systems

Attachment B: Contract Amendment

5-12.2



Attachment A

Mr. Lloyd Longnecker ,

I am writing in regards to the renewal of the contract between Nationwide Auction Systems and the Santa Cruz Municipal Transit District in regards to auctioneering services.

We have reviewed the contract as it stands and would be honored to extend our relationship for one more year under the current agreement.

Thank you for the opportunity ,

Robert Thez
Account Executive

Northern California Facility

1 Oak Road, Benicia, CA 94510

Office: (707) 745-0119 Fax: (707) 745-0240

• City of Industry, CA

• Kansas City, MO

Additional U.S. Locations:

• St. Louis, MO

• Atlanta, GA

• Wilmington, DE

5-12.91

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIFTH AMENDMENT TO CONTRACT FOR AUCTION SERVICES**

This Fifth Amendment to Contract for auction services is made effective May 5, 2005 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Nationwide Auction Services ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for auction services ("Contract") on May 5, 2000.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

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

This Contract shall continue through May 4, 2006. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

5-12. b1

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
NATIONWIDE AUCTION SYSTEMS

By _____
Rely Pio Roda
Executive Vice President

Approved as to Form:

Margaret R. Gallagher
District Counsel

S-12. b2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Frank Cheng, Project Manager for MetroBase
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR IMPROVEMENTS TO 115 DUBOIS STREET WITH EARTHWORKS

I. RECOMMENDED ACTION

Metro Staff recommends that the Board of Directors authorize the General Manager to execute a contract for improvements to 115 Dubois Street with Earthworks.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for the Metro's review.
- Metro staff reviewed and evaluated the bids.
- Metro staff is recommending that a contract be established with Earthworks to provide improvements to the lot at 115 Dubois Street.

III. DISCUSSION

Metro has leased the property located at 115 Dubois Street to park buses during the construction of MetroBase. This property is not developed and would require grading, compaction, base rock and an asphalt driveway to transform the lot to a parking area for Metro buses.

On March 15, 2005, Invitation for Bids No. 04-24 was mailed to eleven grading and paving contractors and was legally advertised. On April 15, 2005, bids were received and opened from three firms. These firms are listed in Attachment A.

Metro Staff is recommending that the Board of Directors authorize the General Manager to sign a contract with Earthworks to provide improvements to the lot located at 115 Dubois Street, Santa Cruz for an amount not to exceed \$ 32,000. Contractor will provide all construction work meeting all Metro specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the State Transit Assistance (STA) Funding.

V. ATTACHMENTS

Attachment A: List of Bidders

Attachment B: Contract with Earthworks

NOTE: The Contract and RFP along with any Exhibits and Addendums are available for review at the Administration Office of METRO or online at www.scmtd.com

**List of Contractors Responding to Metro IFB No. 04-24
for Parking Lot Improvements to 115 Dubois Street, Santa Cruz**

Firm	Bid
1. Earthworks, 310 A Kennedy Drive, Capitola CA 95010	\$32,000
2. Granite Construction Company, 585 W. Beach Street, Watsonville CA 95076	\$33,080
3. Santa Cruz Engineering Contractors, Inc. 545 Oholone Parkway, Watsonville CA 95076	\$46,213

CONTRACT FOR PARKING LOT IMPROVEMENTS TO 115 DUBOIS STREET, SANTA CRUZ (04-24)

THIS CONTRACT is made effective on April 25, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **Earthworks** ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Parking Lot Improvements

District requires the services of a licensed and insured contractor to provide parking lot improvements to 115 Dubois Street, Santa Cruz to be used for standard purposes. In order to obtain said Parking Lot Improvements the District issued an Invitation for Bids, dated March 15, 2005 setting forth specifications for such Parking Lot Improvements. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of construction services desired by the District and whose principal place of business is 310 A Kennedy Drive, Capitola, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Parking Lot Improvements, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On April 22, 2005 District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated March 15, 2005 including Addendum No. 1 dated April 5, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Parking Lot Improvements, signed by Contractor and dated April 12, 2005.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$32,000 for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$32,000 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Earthworks
310 A Kennedy Drive
Capitola CA 95010

Attention: President

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR--_____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

*Santa Cruz Metropolitan
Transit District*



March 15, 2005

Attached you will find District Invitation for Bid (IFB) 04-24 for Parking Lot Improvements to 115 Dubois Street, Santa Cruz. This is a re-bid of District IFB No. T-04-12.

Last day to submit a bid will be 2:00 p.m. on April 12, 2005, at the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060.

Please submit a fully executed copy of Part I the Bid Form (the yellow sheets in your bid package), along with information identified in the specification section of the Invitation for Bids. A contract will be executed for the procurement of goods or services requested and will be in substantially the same form as the Contract in Section VI.

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of the contract with the District, and all bidders shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts and subcontracts.

In connection with the execution of any contract with the District, the successful contractor shall not discriminate against any employee or application for employment because of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability.

The Santa Cruz Metropolitan Transit District, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit an offer in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

If you have any questions, please contact the Purchasing Office at (831) 426-0199 or email address: llongnecker@scmttd.com . Please note that all changes to the IFB will be made only by written addenda issued to all offerors; oral changes are not binding. Please request a written addendum for any proposed change.

Sincerely,

Lloyd Longnecker
District Buyer

*110B Vernon Street, Santa Cruz, CA 95060
Fleet Maintenance (831) 469-1954 • Purchasing (831) 426-0199
FAX (831) 469-1958*

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bids (IFB)

For Parking Lot Improvements to 115 Dubois Street

District IFB No. 04-24

Date Issued: March 15, 2005

Bid Deadline: 2:00 p.m., April 12, 2005



Contents of this IFB

Part I.	Bid Form
Part II.	Instructions to Bidders
Part III.	Specifications
Part IV.	General Conditions of the Contract
Part V.	Special Conditions of the Contract
Part VI.	Contract
Part VII.	FTA Requirements for Construction Contracts
Part VIII.	Protest Procedures
Attachment A	Engineering Drawings

PART I
BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated March 15, 2005 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	Quantity	Total Price
1	Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax.	Lump Sum	
2	Delivery: All work will be completed within _____ Calendar days after notice to proceed.		

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

SUBCONTRACTORS

Contractor to provide a complete listing of major subcontractors proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \1 2}
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS _____

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

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

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

SIGNATURE OF BIDDER _____
 AREA CODE/TELEPHONE _____

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

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

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

BIDDER DBE INFORMATION

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

PART II

INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

When the Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or is signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

5. **COMPETITIVE BIDDING:** If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the District's competitive bidding requirements and may render void any Contract let under such circumstances.

6. **EXPENSES TO BE INCLUDED IN BID PRICE:** Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by the District without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.25 % of the total bid price. Federal Excise Tax, from which the District is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder.

Samples of items, when required, must be furnished free of expense to the District and, if not destroyed by tests may, upon request made at the time the samples are furnished, be returned at Bidder's expense.

7. **WITHDRAWAL OF BID:** Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Secretary/General Manager.
8. **TIME OF DELIVERY:** Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.
9. **CANVASS OF BID:** At the hour specified in the Notice of Invitation to Bidders, the District, in open session, will open, examine and publicly declare all bids received and shall announce each bidder's price. The remaining content of the bids shall not be made public until after an award is made by the Board of Directors or District Staff as appropriate. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time period specified in the Bid, if none is specified, within sixty (60) days after the date of bid opening.
10. **RIGHT TO REJECT BIDS:** The District may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The right is reserved to reject any or all bids and to waive technical defects, as the interest of the District may require. The District may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.
11. **SINGLE BID:** If only one bid is received in response to the IFB, Bidder may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of the District to prove to the District's satisfaction that the Bidder is responsible. Criteria used by the District to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. Other criteria include whether the original equipment manufacturer of the items bid (1) has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the Contract and (2) has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period and the useful life of all items bid. To help the District assess Bidder's responsibility and ability to provide continued parts, service, and engineering support for the useful life of all items bid, Bidder may be required to submit, at its own cost, its latest Dunn & Bradstreet report and its latest independently audited financial statements.
13. **APPROVED EQUALS:** In order to establish a basis of quality, certain items or processes may be specified by description or brand name. Unless otherwise specified, it is not the intent of the IFB to exclude other items or processes of equal value, utility or merit.

Bids for equivalent items meeting the standards of quality thereby indicated will be considered provided they are received by no later than fourteen calendar days before the date of bid opening. Any such bid shall include adequate information and samples, including technical data, test results, performance characteristics, life-cycle costs, and other salient characteristics to clearly describe the item or process offered and how it equals or exceeds the characteristics of the referenced brand or process.

Unless the Bidder clearly indicates otherwise in the bid, it is understood that he/she is offering a referenced brand or process as specified herein. The District reserves the right to determine whether a substitute offer is equivalent to, and meets the standards of, quality indicated by the brand name or process referenced.

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. **EXECUTION OF CONTRACT:** The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. **ERRORS AND ADDENDA:** If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. **NON-DISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. **DISADVANTAGED BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Written questions pertaining to the specifications, work requirements, terms, conditions and the bid documents during the bidding period shall be directed to the District Buyer at 110 Vernon Street, Suite B, Santa Cruz, CA 95060 or his email address is: **llongnecker@scmttd.com**.
20. **BIDDER'S SECURITY:** A bid guarantee is to be submitted with the bid in the amount of five percent (5%) of the bid price. The bid guarantee shall be in the form of a cashier's or certified check; a bid bond, or an irrevocable letter of credit.
21. **PERFORMANCE AND PAYMENT BONDS:** A Performance Bond in the amount of 100% of the total Contract price, as awarded by the District shall be provided within ten (10) days after notice of award. Said bond shall guarantee the Contractor's faithful performance of the Contract and compliance with all terms, conditions and requirements specified in the Contract Documents and shall remain in full force and effect up to and including the date of the District's acceptance.

A Payment Bond shall be provided within ten (10) days after notice of award. Said bond shall assure payment, as required by law, of all persons supplying labor and material in the execution of work provided in the contract. Payment bond amounts required from Contractor are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

22. **PREVAILING WAGES:** Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the District has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Department of Industrial Relations publication entitled General Prevailing Wage Rates, current edition, available by going to the world wide web at the following address: <http://www.dir.ca.gov/dlsr/main.htm>.

22. No laborer employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations.

PART III

SPECIFICATIONS FOR PARKING LOT IMPROVEMENTS

1. GENERAL DESCRIPTION

The Santa Cruz Metropolitan Transit District (District) invites bids from fully licensed and insured contractors to prepare and grade the empty lot located at 115 Dubois Street, Santa Cruz, California. When completed, this lot will be used to park District buses.

2. SCOPE OF WORK

- 2.1 Provide all tools, equipment, materials, labor and incidentals required to grade the empty lot located at 115 Dubois Street, Santa Cruz, California as per attached drawings (Attachment A).
- 2.2 Strip and place aside vegetation over graded area.
- 2.3 Upon completion of grading, contractor to provide and spread lot with class 2 base rock compacted to a 6" thickness.
- 2.4 Contractor to prepare a 34 foot wide driveway as shown on drawings. Driveway concrete thickness to be 7" with rebar. Driveway to include cutting existing concrete curb and preparing a driveway entrance.

3. CONTRACTOR SPECIFICATIONS

- 3.1 Contractor must specify on their bid documents any aspects of the specifications, which they do not intend to cover or perform as part of the bid they are submitting to the District.
- 3.2 Work is to be performed by a fully licensed and insured contractor. Work shall be performed in a manner, which complies with all existing Federal, State, and local construction and environmental codes.
- 3.3 The contractor shall notify the Facilities Department three days prior to commencement of work, and shall advise the estimated duration of the project.
- 3.4 Work area must be cleared and cordoned off before work begins.
- 3.5 Contractor shall secure his/her own materials and equipment from loss or damage. The District will not be responsible for lost tooling or materials.
- 3.6 All materials and services shall be warranted.
- 3.7 The work area shall be cleared of all materials and refuse upon completion of work. All debris and refuse shall be the property of the Contractor, who shall dispose of it properly, in compliance with all federal, state, and local requirements.
- 3.8 Work shall not be considered complete until given a final inspection and signed off by a representative of the District's Facilities Department.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9)

take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

- 2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.
- 2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute

alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

final payment owed to contractor or take other appropriate legal action at the discretion of the District.

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated March 15, 2005.

2. DEFINITIONS

2.01 General

The terms (or pronouns in place of them) have the following meaning in the Contract.

2.01.01 ACCEPTANCE DATE - The date on which delivery is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the District.

2.01.02 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2 of Part VI - "Contract for ITEM," and any written amendments made in accordance with Article 13.14 of Part IV - "General Conditions of the Contract".

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Form" and incorporated herein by reference. If steel and manufactured products are needed by Contractor for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

4. LIQUIDATED DAMAGES

If the work is not completed within the time required, damage will be sustained by the District. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District fifty dollars (\$50.00) for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

The Work shall be regarded as completed upon the date the District has accepted the same in writing.

5. STATE CONTRACT PROVISIONS

- 5.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section.
- 5.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 5.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to District under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 5.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 5.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of District's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

6. LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns

or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

If a contractor causes any work disruption, slowdowns or work stoppages as a result of its inability to ensure labor harmony, that contractor shall pay to District the sum of \$100 per day as liquated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, District reserves the right to order the offending contractor to cease work on the project until such time as the work disruption, slowdown or stoppage is resolved and, if the work disruption, slowdown or stoppage is not resolved in District's opinion, within a reasonable period of time, District reserves the right to withdraw the contract from the contractor and to put such contract or remainder of such contract out for re-bid.

If District claims that this provision has been violated, the contractor(s) must agree to submit the issue to emergency arbitration for final and binding resolution. The permanent arbitrator over such disputes shall be the Honorable Nat Agliano, retired or, if he is unavailable, the Honorable Richard Silver, retired. If they decline to serve and the parties are unable to agree on an acceptable alternative, the arbitrator will be selected by petition to the Superior Court for the County of Santa Cruz. The Arbitrator's authority shall be limited to a determination of whether the Labor Harmony requirement has been violated and, if so, what shall be the remedy.

PART VI

CONTRACT FOR PARKING LOT IMPROVEMENTS TO 115 DUBOIS STREET, SANTA CRUZ (04-24)

THIS CONTRACT is made effective on _____, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Parking Lot Improvements

District requires the services of a licensed and insured contractor to provide parking lot improvements to 115 Dubois Street, Santa Cruz to be used for standard purposes. In order to obtain said Parking Lot Improvements the District issued an Invitation for Bids, dated March 15, 2005 setting forth specifications for such Parking Lot Improvements. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of construction services desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Parking Lot Improvements, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated March 15, 2005.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Parking Lot Improvements, signed by Contractor and dated April 12, 2005.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor _____ as identified in the Bid Form, Exhibit B, not to exceed \$ _____, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4)

necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 EQUAL EMPLOYMENT OPPORTUNITY

3.1 Nondiscrimination

- a. Instructions: All construction contracts in excess of \$10,000 by grantees and their contractors or sub grantees shall contain a provision requiring compliance with Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The following clauses shall be included.
- b. Mandatory Language: "During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor or subcontractor will not discriminate against any employee or applicant for employment because of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and, selection of training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and with the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Federal Transit Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include a citation to 42 CFR Part 60-1 (b) and (c) and the provisions of paragraphs (1) through (7) herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375. Such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Federal Transit Administration, may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such litigation to protect the United States."
- (8) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor received from District. The prime contractor agrees to further return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the District. This applies to both DBE and non-DBE subcontractors. These records will be made available for inspection upon request of by any authorized representative if the District or DOT. This reporting requirement also extends to any certified DBE subcontractor.

3.2 Construction Contract Specifications

- a. Instructions for Use: The following clauses must also be included in all construction contracts and subcontracts over \$10,000 in geographical areas designated pursuant to 41 CFR Part 60-4.6.
- b. Mandatory Language: Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
 - (1) As used in these Specifications
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.

- (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- (c) "Employer Identification Number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (d) "Minority" includes:
- 1) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
 - 2) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - 3) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, southeast Asia and the Indian subcontinent, or the Pacific Islands); and,
 - 4) American Indian or Alaskan native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these Specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
- (3) If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a hometown plan approved by the U. S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on work in the plan area (including goals and time- tables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's failure to make good faith efforts to achieve the plan goals and timetables.
- (4) The contractor shall implement the specific affirmative action standards provided in (7) (a) through (p) of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women

shall excuse the Contractor's obligations under these Specifications, Executive Orders 11246 and 11375, or the Regulations promulgated pursuant thereto.

- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral service from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or if referred, not employed by the contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
 - (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin

boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these Specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor community, or other

similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these Specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force and participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- (9) A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The contractor shall not use the goals and timetables of affirmative action to discriminate against any person because of race, color, religion, sex, age or national origin.
- (11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246, as amended by Executive Order 11375.
- (12) The contractor shall carry out such sanctions and penalties for violation of these Specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.
- (13) The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulation, or these Specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing record satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)." 3.3 Construction Contract Notice

- a. Instructions for Use: The following notice must be included in all construction subcontracts over \$10,000 in geographical areas designated pursuant to 41 CFR Part 60-4.2.
- b. Mandatory Language: "Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):
 - (1) The offeror's or bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Opportunity Construction Contract Specifications' set forth herein.
 - (a) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.
 - (b) The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - (3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; and, the geographical area in which the contract is to be performed.

4.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

4.1 Compliance with Regulations

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

4.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not

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

4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

4.4 Information and Reports

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

4.5 Sanctions for Noncompliance

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

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

4.6 Incorporation of Provisions

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

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

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal

contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

6.0 CONSERVATION

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

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

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

8.0 LABOR PROVISIONS - Pursuant to regulations set forth at 29 CFR Part 5, the following provisions shall be incorporated in all construction contracts of \$2,000 or more let by the recipient in carrying out the project.

8.1 Minimum Wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions are as permitted by regulations issued by the Secretary of Labor under the Copeland Act [29 CFR Part 3]), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR 5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll record accurately sets forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR 5.5 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (a) The work performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administration, U.S. Department of Labor, Washington DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions including the views of all interested parties and the recommendation of the contracting officer to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(1)(B) or (C) of 29 CFR 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- b. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bonafide fringe benefit or an hourly cash equivalent thereof.
 - c. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

8.2 Withholding

- a. DOT shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of

the project), all or part of the wages required by the contract, DOT may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

8.3 Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and Social Security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (1) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the grantee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 5.5 (a)(3) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-00014-1) U.S. Government Printing Office, Washington DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations. 29 CFR Part 5 and that such information is correct and complete.
 - (b) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in regulations 29 CFR Part 3.
 - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of 29 CFR Section 5.5.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- b. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR Section 5.5 available for inspection, copying or transcription by authorized representatives of DOT or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Section 5.12.

8.4 Apprentices and Trainees -- Apprentices

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees. Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training

Administration. The ratio of trainees to journeymen on the site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman's wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

8.5 Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 18 U.S.C. 874 and 29 CFR Part 3, which are incorporated by reference. This act provides that each contractor or sub grantee shall be prohibited from inducing, by any means any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

8.6 Contract Termination - Debarment

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

8.7 Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1,3 and 5 are herein incorporated by reference.

8.8 Disputes Concerning Labor Standards

Disputes arising out of the general disputes clause of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

8.9 Certification of Eligibility

- a. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR Section 5.12 (a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR Section 5.12 (a) (1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

8.10 Overtime Requirements

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

8.11 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Sec. 5.5.

8.12 Withholding for Unpaid Wages and Liquidated Damages

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

- 8.13 Section 107 of C.W.H.S.S.A is applicable to construction work and provides that no laborer or mechanic shall be requested to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

8.14 Non-Construction Grants

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number

of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8.15 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 9.1 through 9.15 of this document and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 9.1 through 9.15 of this document.

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

The Contractor agrees:

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

10.0 BUY AMERICA PROVISION

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

A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the bid. A bid which does not include the certificate shall be considered non-responsive.

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

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

In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

11.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

11.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

11.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.0 CONFLICT OF INTEREST

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

13.0 DEBARRED BIDDERS

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

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

14.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried

out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.

- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

14.2 Applicability

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

14.3 Definitions

The terms used in this clause have the following meanings:

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

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

16.0 PROJECT SIGNS

The contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the Department of Transportation identifying the project and indicating that the Government is participating in the development of the project.

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

18.0 NEW RESTRICTIONS ON LOBBYING

18.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

18.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

18.3 Agreement

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

18.4 Penalties.

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

18.5 Cost Allowability

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

19.0 SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM

When the Federal Homeland Security Advisory System (HSAS) or the Federal Transit Administration (FTA) issues a Threat Condition Alert Orange (high risk of terrorist attack), Threat Condition Alert Red (severe risk of terrorist attack), Threat Condition Alert Black (under attack), Threat Condition Alert Purple (recovery following attack), the District shall have the right to suspend or delay completion of work under this Contract and take additional action as the District deems necessary to secure the District's facilities as follows:

Threat Condition Orange: the District shall have the right to delay or suspend all non-vital facilities work, as determined in its sole discretion, monitor all work areas and Contractor's personnel and equipment entering work areas.

Threat Condition Red: the District shall have the right to suspend all non-critical maintenance and capital work, as determined in its sole discretion, and to restrict or deny access to work areas.

Threat Condition Black and Threat Condition Purple: the District shall suspend all maintenance and capital work until further notice.

The District shall provide notice to the Contractor, as soon as possible, of the receipt of a Threat Condition Alert and the effect such alert will have upon the work of the Contractor. To facilitate the provision of such notice, the Contractor is required to provide the Program Manager with emergency contact information in the form of cell phone numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to Contractor that work shall be delayed or suspended in accordance with this paragraph. Any delay or suspension of work required under this paragraph shall not entitle Contractor to any claims for additional compensation under this contract.

20.0 IDENTIFICATION OF PERSONNEL; SECURITY

The Contractor shall provide personnel who enter upon the District's property with distinctive identification badges showing the employer's name, the employee's name, the employee's job title, and any employee identification number assigned to such employee. All personnel shall display these badges prominently upon their persons while on District's property. The District will allow only properly certified personnel of the Contractor on its property. The District shall have the right to require the Contractor to conduct background checks on its employees and to remove from the District's any employee the District considers incompetent, careless, or who constitutes a security risk or safety hazard.

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bids (IFB)

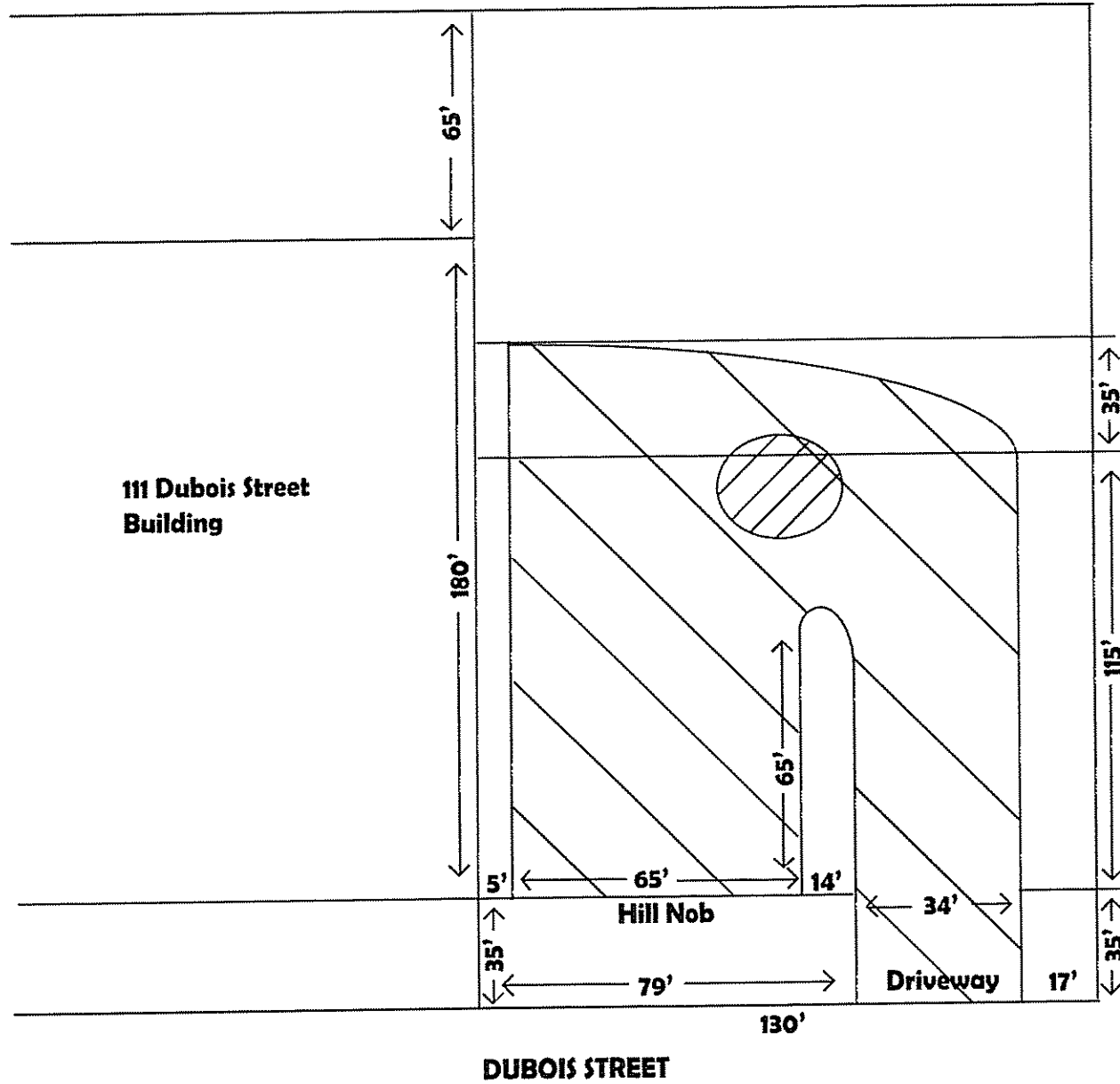
For Parking Lot Improvements to 115 Dubois Street

District IFB No. 04-24

ATTACHMENT A

**ENGINEERING DRAWINGS FOR 115 DUBOIS STREET
PARKING LOT IMPROVEMENT PROJECT**





General Notes:

ADDRESS:
115 DUBOIS STREET
SANTA CRUZ, CA 95060

APN:
01-031-63

SQUARE FOOTAGE:
LOT ~40,000

DRIVEWAY ANGLE:
6°- 7° DEGREES

DRAINAGE SLOPE:
2°- 3° DEGREES

 GRADING

 DRAINAGE
IMMERSION
PROBLEM

No.	Revision/Date	Lot#

METROBASE
SANTA CRUZ METRO
370 ENCINAL STREET
SUITE 100
SANTA CRUZ, CA 95060

AERIAL VIEW

METROBASE
03/10/2005

General Notes

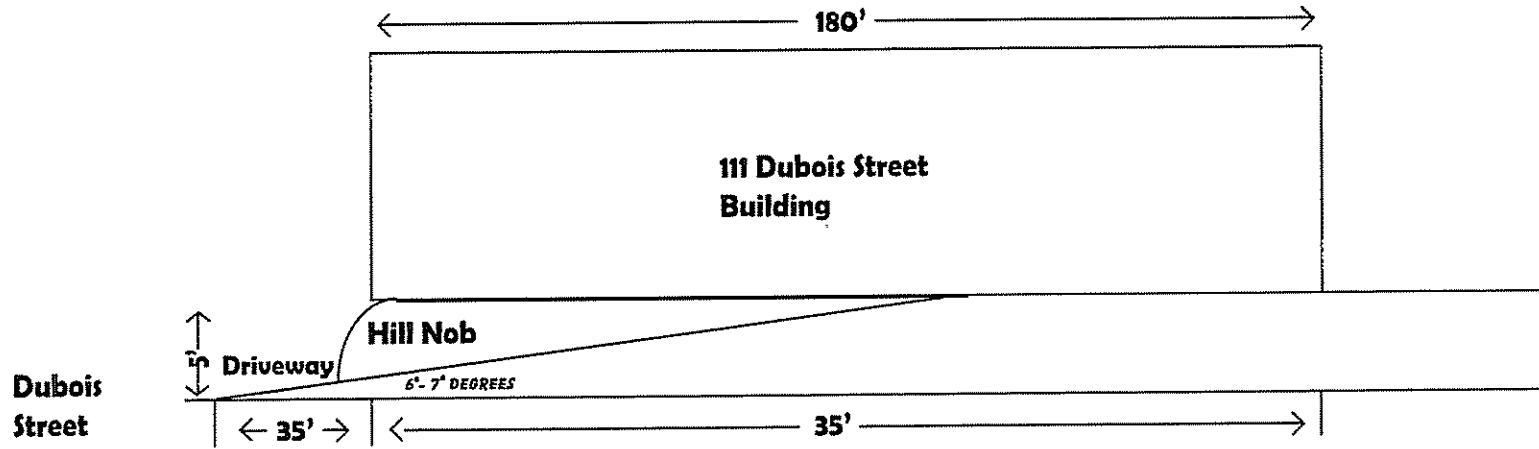
ADDRESS:
115 DUBOIS STREET
SANTA CRUZ, CA 95060

APN:
01-031-63

SQUARE FOOTAGE:
LOT ~40,000

DRIVEWAY ANGLE:
6°- 7° DEGREES

DRAINAGE SLOPE:
2°- 3° DEGREES

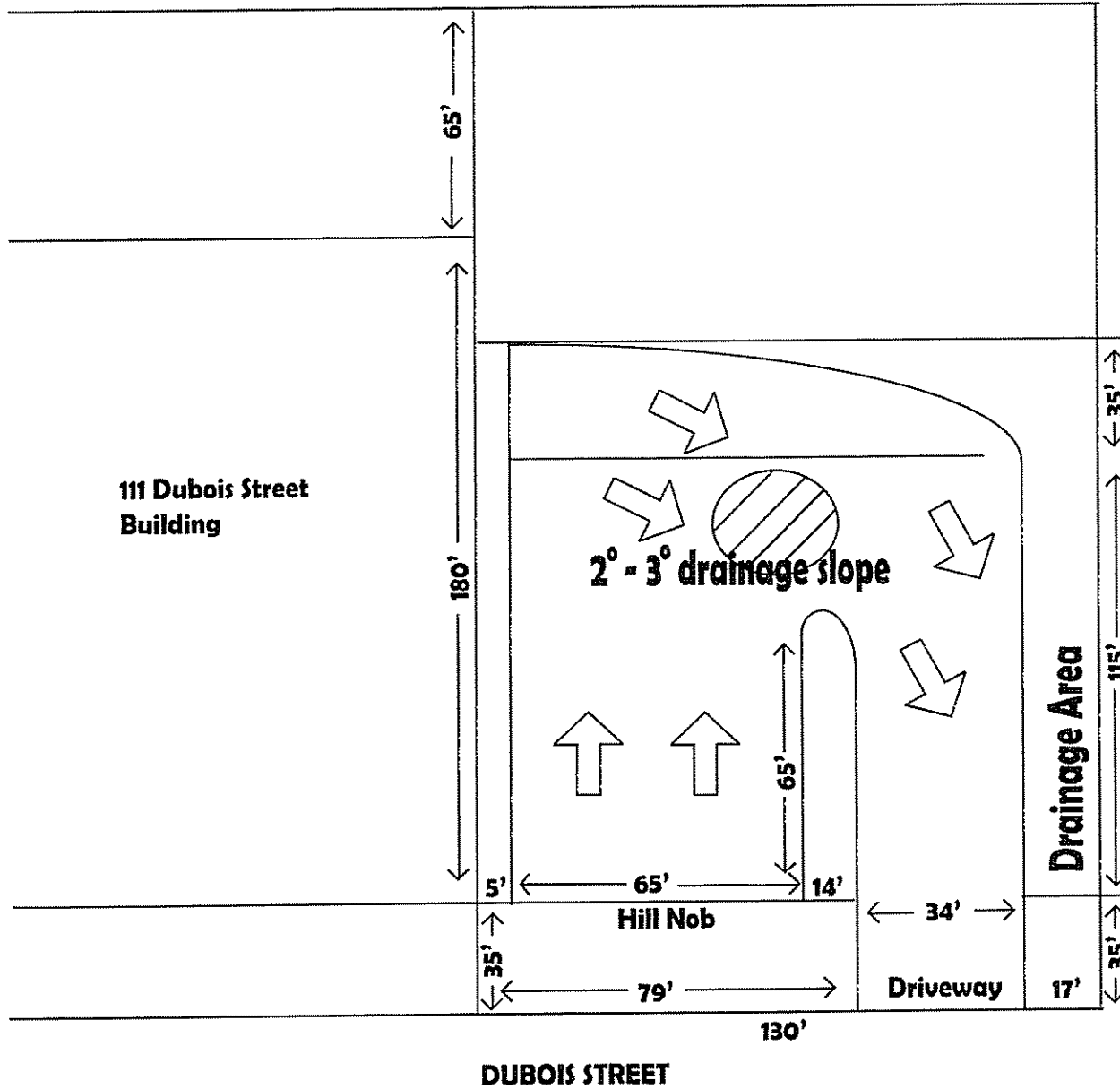


No.	Revision/Date	Date

For Name and address
METROBASE
SANTA CRUZ METRO
370 ENCINAL STREET
SUITE 100
SANTA CRUZ, CA 95060

SIDE VIEW

Project
METROBASE
Date
03/10/2005



General Notes

ADDRESS:
115 DUBOIS STREET
SANTA CRUZ, CA 95060

APN:
01-031-63

SQUARE FOOTAGE:
LOT -40,000

DRIVEWAY ANGLE:
6° - 7° DEGREES

DRAINAGE SLOPE:
2° - 3° DEGREES

GRADING

DRAINAGE IMMERSION PROBLEM

No.	Revision/Date	Date

Prepared and issued by:
METROBASE
SANTA CRUZ METRO
370 ENCINAL STREET
SUITE 100
SANTA CRUZ, CA 95060

AERIAL VIEW GRADING SLOPE

Prepared by:
METROBASE
Date:
03/10/2005

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

INVITATION FOR BIDS (IFB) NO. 04-24

FOR PARKING LOT IMPROVEMENTS AT 115 DUBOIS STREET, SANTA CRUZ

April 5, 2005

Receipt of this Addendum No. 1 shall be acknowledged in your bid response. Any adjustment resulting from this addendum shall be included in the IFB. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bids.

1. Bid Pricing Options. Bidder shall use the attached REVISED Bid Sheet for optional pricing on the following:

Base Bid: Asphalt driveway of forty (40) feet in length. Three (3) inches asphalt on top of the compacted gravel.

Option A: Concrete driveway of forty (40) feet in length. Seven (7) inches concrete on top of the compacted gravel.

Option B: Concrete Driveway of sidewalk width. Seven (7) inches concrete on top of the compacted gravel.

2. Correction on Attachment A – Engineering Drawings (supplied with IFB) indicate a driveway angle of 6 to 7 degrees. Change specification to 6 to 7 percent grade.
3. Extra dirt should be moved adjacent to the Hill Nob (between the Hill Nob and the driveway) to increase space on top for parking.
4. Extra dirt from vegetation removal should be moved to the back part of the lot.
5. Bid due date has been extended to **Friday, April 15, 2005, 2:00 p.m.**

Lloyd Longnecker
District Buyer

PART I

REVISED BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated March 15, 2005 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	Quantity	Total Price
1	<p>Base Bid: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Asphalt driveway of forty (40) feet in length. Three (3) inches asphalt on top of the compacted gravel.</p>	Lump Sum	
2	<p>Option A: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Concrete driveway of forty (40) feet in length. Seven (7) inches concrete on top of the compacted gravel.</p>	Lump Sum	
3	<p>Option B: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Concrete Driveway of sidewalk width. Seven (7) inches concrete on top of the compacted gravel.</p>	Lump Sum	
4	<p>Delivery: All work will be completed within _____ Calendar days after notice to proceed.</p>		

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation

for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s 1.

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 04-24
"Parking Lot Improvements"
Bid Opening 2:00 p.m., April 15, 2005

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

Name, title, and email address of person to whom correspondence should be directed

Telephone Number

FAX Number

Date

Federal Tax ID No.

EXHIBIT - B

PART I

REVISED BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated March 15, 2005 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	Quantity	Total Price
1	Base Bid: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Asphalt driveway of forty (40) feet in length. Three (3) inches asphalt on top of the compacted gravel.	Lump Sum	\$ 32,000-
2	Option A: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Concrete driveway of forty (40) feet in length. Seven (7) inches concrete on top of the compacted gravel.	Lump Sum	+ \$7,000-
3	Option B: Construction services for parking lot improvements to 115 Dubois Street, Santa Cruz as per all specifications, instructions, and conditions of District IFB No. 04-24. Total contract price to include all labor, materials, equipment, incidentals, freight and all applicable sales tax. Concrete Driveway of sidewalk width. Seven (7) inches concrete on top of the compacted gravel.	Lump Sum	+ 3000
4	Delivery: All work will be completed within <u>35</u> Calendar days after notice to proceed.		

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation

for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No. 's 1

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 04-24
"Parking Lot Improvements"
Bid Opening 2:00 p.m., April 15, 2005

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s 1

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Lobbying Certification" listed as Page I-4 of the Bid, if applicable
5. Fully executed copy of the "Buy America Provision Certification" listed as Page I-5 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 04-24
"Parking Lot Improvements"
Bid Opening 2:00 p.m., April 12, 2005

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

EARTHWORKS PAVING CONTRACTORS, INC.
Company Name

Indicate:

Sole Proprietorship

Partnership

Corporation

Joint Venture with _____

310A Kenesey Drive
Street Address

Capitola CA 95010
City, State, Zip Code

Stephanie Straus
Signature of authorized company official

Stephanie Straus, President
Typewritten name of above and title

Ric Straus, V. Pres.
Name, title, and email address of person to whom correspondence should be directed

8314751223 Telephone Number 8314751173 FAX Number

4/11/05 Date 912167955 Federal Tax ID No.

BIDDER DBE INFORMATION

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

BIDDER'S ADDRESS _____

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

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

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

1	TRACKING		TRACY'S TRACKING	600	
---	----------	--	------------------	-----	--

TOTAL CLAIMED DBE PARTICIPATION \$ 600 2 %

SIGNATURE OF BIDDER Stephanie Strass

DATE 4/11/05

AREA CODE/TELEPHONE 8314751223

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

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

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

BIDDER DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
1	Trucking		TRGS Trucking	600	2.5%

TOTAL CLAIMED DBE PARTICIPATION \$ 600 2 %

Bidder's Bond

Know All Persons By These Presents,
That We, Earthworks Paving Contractors, Inc.

As PRINCIPAL, and Contractors Bonding and Insurance
Company

as SURETY, are held and firmly bound unto the **Santa Cruz Metropolitan Transit District "District"**, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the PRINCIPAL above named, submitted by said PRINCIPAL to the **District**, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of

Twenty Five Thousand and 0/100 Dollars (\$25,000.00)

THE CONDITION OF THIS OBLIGATION IS SUCH.

That whereas the PRINCIPAL has submitted the above mentioned bid to the **District** for certain construction specifically described as follows for which bids are to be opened at **Santa Cruz California April 15,2005** for


**Parking Lot Improvements to 115 Dubois Street
District IFB No. 04-24**

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to PRINCIPAL for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the **District**; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named PRINCIPAL, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th Day of **April**, A.D. 2005.

Earthworks Paving Contractors, Inc.

310 A Kennedy Dr.
Capitola CA 95010



(Seal)

Principal

(Seal)



Blaine C. Brokaw

Attorney In Fact

(Seal)

Surety

(Seal) Contractors Bonding and
Insurance Company

1200 Bayhill Ste 120 San Bruno CA 94066
Address

Note: Signatures of those executing for the Surety must be properly acknowledged.



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: DECEMBER 31ST, 2005

Number: 946835

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

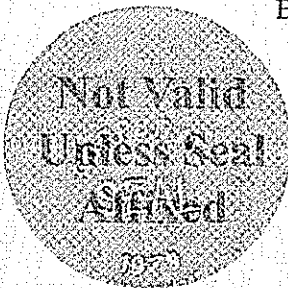
KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: THOMAS E. O'ROURKE and BLAINE C. BROKAW its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in itsname, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number Bid

Signed and sealed this 14th day of April, 2005.



R Kirk Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

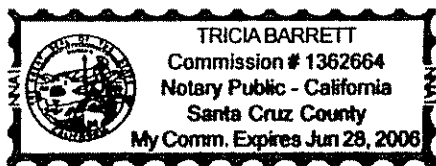
PoaL POA.07-US051104

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Cruz } ss.

On 4/14/05 before me, Tricia Barrett Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Blaine C. Brokaw
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tricia Barrett
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

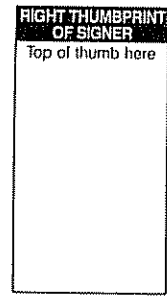
Description of Attached Document

Title or Type of Document: Bid bond
Document Date: 4/14/05 Number of Pages: 3
Signer(s) Other Than Named Above: Earthworks

Capacity(ies) Claimed by Signer

Signer's Name: Blaine C. Brokaw
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: CBFC



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: RESOLUTION REVISING FY 04-05 BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution revising the FY 04-05 budget in accordance with Exhibit A.

II. SUMMARY OF ISSUES

- As a result of required adjustments to operating expenses, the operating budget is recommended to be decreased by a net \$102,500 for a new total of \$33,062,678 in operating expenses.
- The two changes in operating revenues are an increase in interest income and transfer of \$108,000 of the FTA operating assistance advance to the capital budget for one-time ParaCruz costs.
- Updating the capital improvement program results in a net increase of \$178,300 for five new projects. The revised capital improvement program totals \$18,693,032.

III. DISCUSSION

A. Operating Budget

Under operating expense, IT's office supply expense is increasing by \$5,500 to purchase replacement computer work stations for aging, failing equipment. Also, ParaCruz one-time operating expenses are being reduced to fund \$108,000 of one-time capital expenditures for the ParaCruz start-up.

Interest income is being increased by \$5,500 to fund the purchase of replacement computer work stations since interest income is exceeding the budgeted amount for the year to date. The other revenue change is a transfer of part of the FTA Section 5307 operating assistance advance for one-time ParaCruz expenses to the capital budget. This reduction in operating revenues is totally offset by a reduction in ParaCruz operating expenses.

B. Capital Improvement Program

Five capital projects are being added to the capital improvement program as shown below:

5-17.1

<u>Project</u>	<u>Amount</u>	<u>Funding Source</u>
Improvements to bus parking lot at 115 Dubois	\$ 45,000	STA Funds
Three storage containers for Fleet Maintenance	\$ 13,000	Reserves
Computer support for GFI system	\$ 1,300	Reserves
Signs and plaque for renaming of SVTC	\$ 11,000	Reserves
ParaCruz start-up equipment including generator	\$108,000	One-time FTA Operating Assistance Advance

IV. FINANCIAL CONSIDERATIONS

Adoption of the resolution will decrease the total FY 04-05 operating expenses by \$102,500, and increase the capital improvement program by \$178,300.

V. ATTACHMENTS

Attachment A: Resolution Authorizing a Revision to the FY 04-05 Budget, followed by a list of specific changes (Exhibit A).

5-17.2

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

Resolution No. _____

On the Motion of Director _____

Duly Seconded by Director _____

The following Resolution is adopted:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A REVISION TO THE FY 04-05 BUDGET**

WHEREAS, it is necessary to revise the adopted FY 04-05 budget of the Santa Cruz Metropolitan Transit District to provide for changes in operating revenue, operating expense, and the capital improvement program.

NOW, THEREFORE, BE IT RESOLVED, the budget is hereby amended per the attached Exhibit A.

PASSED AND ADOPTED this 22nd day of April, 2005, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved _____

MICHAEL W. KEOGH
Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-17.91

**EXHIBIT A
RECOMMENDED BUDGET REVISIONS
FY 04-05
APRIL 2005**

	AMOUNT	TOTALS
<u>OPERATING REVENUE</u>		
Increase interest income	\$ 5,500	
Transfer part of FTA Section 5307 advance to Capital Budget for ParaCruz equipment	\$ (108,000)	
TOTAL		\$ (102,500)

	DEPT	ACCOUNT	AMOUNT	TOTALS
<u>OPERATING EXPENSE</u>				
Increase IT office supplies for replacement work stations (11)	1500	504311	\$ 5,500	
Reduce one-time paratransit expenses to allow transfer to Capital Budget			\$ (108,000)	
TOTAL				\$ (102,500)

5-17.92

**EXHIBIT A
RECOMMENDED BUDGET REVISIONS
FY 04-05
APRIL 2005**

	DEPT	AMOUNT	TOTALS
<u>CAPITAL FUNDING</u>			
Add transfer from operating budget for ParaCruz equipment		\$ 79,000	
Increase use of District reserves		<u>\$ 99,300</u>	
TOTAL			\$ 178,300
 <u>CAPITAL PROJECTS</u>			
Improvements to bus parking lot at 115 Dubois		\$ 45,000	
Three storage containers for Fleet Maintenance		\$ 13,000	
Computer support for GFI system		\$ 1,300	
Signs and plaque for renaming of SVTC		\$ 11,000	
ParaCruz start-up equipment including generator		<u>\$ 108,000</u>	
TOTAL			\$ 178,300

5-17.23

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Manager of Finance
SUBJECT: AUTHORIZATION FOR DISPOSAL OF THREE (3) 1985 SEDANS AND ONE (1) 1989 PICKUP TRUCK

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors declare three sedans and one pick-up truck as excess and authorize disposal.

II. SUMMARY OF ISSUES

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The three sedans listed on Attachment A were purchased new in 1984. They are over twenty years old and scheduled to be replaced in this year's capital improvement program.
- The pick-up truck was purchased new in 1989 and is over fifteen years old. It is also scheduled to be replaced this fiscal year.

III. DISCUSSION

The estimated current market value of the vehicles recommended for disposal is \$300 each. Upon the Board's declaration of the vehicles as excess, they will be offered for sale by the District's Purchasing Office.

IV. FINANCIAL CONSIDERATIONS

The vehicles are fully depreciated and have a remaining book value of zero. Any revenue generated from the sale will be recorded as income.

V. ATTACHMENTS

Attachment A: List of Assets Designated for Disposal as of April 22, 2005

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT Assets Designated For Disposal As Of April 22, 2005

ASSET NUMBER	DESCRIPTION	PURCHASE DATE	ACQUISITION COST	NET BOOK VALUE	MARKET VALUE	REASON FOR DISPOSAL
C8014.00A	1985 Ford Sedan VIN/19831	12/05/84	\$11,010.91	\$0.00	\$300.00	BEYOND USEFUL LIFE
C8015.00A	1985 Ford Sedan VIN/19800	12/05/84	\$11,010.91	\$0.00	\$300.00	BEYOND USEFUL LIFE
C8016.00A	1985 Ford Sedan VIN/19801	12/05/84	\$11,010.91	\$0.00	\$300.00	BEYOND USEFUL LIFE
T0907.00A	1989 GMC Pickup VIN/14H3K	08/08/89	\$12,013.13	\$0.00	\$300.00	BEYOND USEFUL LIFE

5-18.91

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: RECOMMENDATION TO APPROVE ASSESSMENT FOR
COOPERATIVE RETAIL MANAGEMENT DISTRICT

I. RECOMMENDED ACTION

The purpose of this communication is to request approval for the assessment on property owners for the support of the Cooperative Retail Management District in Downtown.

II. SUMMARY OF ISSUES

- The District owns property in the Downtown area that is subject to an assessment for the Downtown Host Program.
- The assessment needs to be renewed for the fiscal year.
- Total cost to the District for the assessment is \$2,547.76, no increase from last year.

III. DISCUSSION

The District recently received correspondence from the City of Santa Cruz regarding the Cooperative Retail Management Business Real Property Improvement District. Since the District owns property in the downtown area, there is an assessment that is being requested for the coming fiscal year. This assessment funds the Downtown Host Program.

It is recommended that the District support the continued assessment of the levy for this important Downtown project. Total funds for this assessment amount to \$2,547.76.

IV. FINANCIAL CONSIDERATIONS

There are two assessments for property owned by the District, one for \$1,797.76 and one for \$750.00, for a total of \$2,547.76.

V. ATTACHMENTS

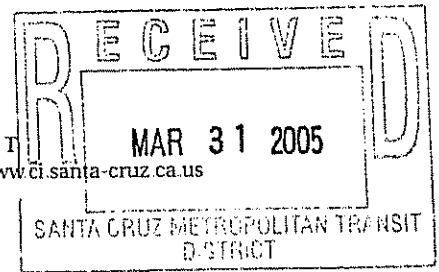
Attachment A: Letters from City of Santa Cruz

5-19.1



Attachment **A**

CITY CLERK'S DEPARTMENT
809 Center Street, Room 9, Santa Cruz, CA 95060 • 831 420-5030 • Fax: 831 420-5031 • www.ci.santa-cruz.ca.us



**CITY COUNCIL
CITY OF SANTA CRUZ
NOTICE OF PUBLIC MEETING AND HEARING**

March 30, 2005

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

Dear Santa Cruz Property Owner:

RE: Assessor Parcel Number ("APN"): 05-152-31

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Cruz will hold a public meeting to consider: 1) the annual report for FY 2006 prepared by the advisory board to the Cooperative Retail Management (CRM) Business Real Property Improvement District; and, 2) the adoption of a Resolution of Intention to levy an assessment for the period July 1, 2005 through June 30, 2006 for the District and a public hearing to consider the levy of an annual assessment for the District.

The amount of the proposed annual assessment on the entire district will be \$116,034.06. The rate of business promotion assessment shall be imposed on business property owners according to the formulas set forth below:

1. Properties located on Pacific Avenue between Laurel Street and Mission/Water Street shall be assessed \$15.00 per linear foot of property on Pacific Avenue.
2. Properties between Cedar and Front Streets and located on Locust, Cooper, Church, Walnut, Soquel, Lincoln, Cathcart, Elm and Maple Streets; Plaza, Locust, Commerce, Elm and Birch Lanes; Pearl Alley; Lincoln-Cathcart and Pacific-Front alleyways shall be assessed \$12.00 per linear foot of property on the above-mentioned side streets and alleyways.

The purpose of the assessment is to fund the Downtown Host Program created to enhance safety and security and improve public perceptions of the district. The assessment will also be used to review the need for, and establishment of, common hours for retail merchants and maintenance of private property within the district.

5-19.91

The amount of the proposed annual assessment for APN 05-152-31 is set forth below:

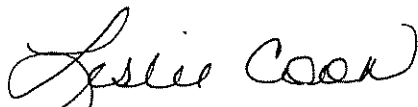
Pacific Avenue footage: 119.85 x \$15.00	\$1,797.76
Side street or alleyway footage: 0.00 feet x \$12.00/linear foot	\$0.00
TOTAL Assessment for Fiscal Year 2006:	\$1,797.76

Properties with frontage on both Pacific Avenue and a side street or alley will only be assessed an additional fee for the side street or alley frontage where a separate business uses the side street or alley as its main entrance.

A public meeting regarding the consideration of the Annual Report and adoption of a Resolution of Intention to levy an annual assessment will be held on **Tuesday, April 26, 2005**, after the hour of 3:00 p.m. If the Resolution of Intention is adopted, a public hearing will be held on **Tuesday, May 24, 2005**, after the hour of 3:00 p.m., at which time the Council will decide the amount of the assessments to be levied. Both public meetings will be held in the Council Chambers, City Hall, 809 Center Street, Santa Cruz, California. Copies of the Annual Report and Work Program are available in the City Clerk's office at 809 Center Street, Room 9, Santa Cruz, California or at the Redevelopment Agency's office at 337 Locust Street, Santa Cruz, California.

If the Resolution of Intention is adopted, property owners in the proposed assessment district may file written protests in the City Clerk's office between April 26, 2005 and May 24, 2005 before the close of the public hearing. If protests are submitted by property owners representing 50% or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50%, no further proceedings to create the district shall be taken for at least one year. If the Resolution of Intention is not adopted, the May 24, 2005 public hearing will be cancelled. All interested persons are invited to present their oral or written statements at these hearings.

Further information is available from the City Redevelopment Department, 337 Locust Street, Santa Cruz, California, (831) 420-5150.

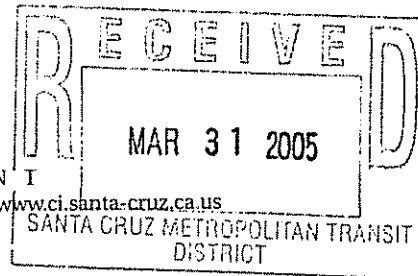


LESLIE COOK, City Clerk
City of Santa Cruz

5-19.92



CITY CLERK'S DEPARTMENT
809 Center Street, Room 9, Santa Cruz, CA 95060 • 831 420-5030 • Fax: 831 420-5031 • www.ci.santa-cruz.ca.us



**CITY COUNCIL
CITY OF SANTA CRUZ
NOTICE OF PUBLIC MEETING AND HEARING**

March 30, 2005

Santa Cruz Metropolitan Transit District
370 Encinal Street, #100
Santa Cruz, CA 95060-2101

Dear Santa Cruz Property Owner:

RE: Assessor Parcel Number ("APN"): 05-152-05

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Cruz will hold a public meeting to consider: 1) the annual report for FY 2006 prepared by the advisory board to the Cooperative Retail Management (CRM) Business Real Property Improvement District; and, 2) the adoption of a Resolution of Intention to levy an assessment for the period July 1, 2005 through June 30, 2006 for the District and a public hearing to consider the levy of an annual assessment for the District.

The amount of the proposed annual assessment on the entire district will be \$116,034.06. The rate of business promotion assessment shall be imposed on business property owners according to the formulas set forth below:

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The purpose of the assessment is to fund the Downtown Host Program created to enhance safety and security and improve public perceptions of the district. The assessment will also be used to review the need for, and establishment of, common hours for retail merchants and maintenance of private property within the district.

5-19.93

Santa Cruz Metropolitan Transit District
Notice of Public Hearing- Page 2

The amount of the proposed annual assessment for APN 05-152-05 is set forth below:

Pacific Avenue footage: 50.00 x \$15.00	\$750.00
Side street or alleyway footage: 0.00 feet x \$12.00/linear foot	\$0.00
TOTAL Assessment for Fiscal Year 2006:	\$750.00

Properties with frontage on both Pacific Avenue and a side street or alley will only be assessed an additional fee for the side street or alley frontage where a separate business uses the side street or alley as its main entrance.

A public meeting regarding the consideration of the Annual Report and adoption of a Resolution of Intention to levy an annual assessment will be held on **Tuesday, April 26, 2005**, after the hour of 3:00 p.m. If the Resolution of Intention is adopted, a public hearing will be held on **Tuesday, May 24, 2005**, after the hour of 3:00 p.m., at which time the Council will decide the amount of the assessments to be levied. Both public meetings will be held in the Council Chambers, City Hall, 809 Center Street, Santa Cruz, California. Copies of the Annual Report and Work Program are available in the City Clerk's office at 809 Center Street, Room 9, Santa Cruz, California or at the Redevelopment Agency's office at 337 Locust Street, Santa Cruz, California.

If the Resolution of Intention is adopted, property owners in the proposed assessment district may file written protests in the City Clerk's office between April 26, 2005 and May 24, 2005 before the close of the public hearing. If protests are submitted by property owners representing 50% or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50%, no further proceedings to create the district shall be taken for at least one year. If the Resolution of Intention is not adopted, the May 24, 2005 public hearing will be cancelled. All interested persons are invited to present their oral or written statements at these hearings.

Further information is available from the City Redevelopment Department, 337 Locust Street, Santa Cruz, California, (831) 420-5150.



LESLIE COOK, City Clerk
City of Santa Cruz

5-19.24

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: April 22, 2005

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following
Claims On The Dates Indicated:

Settlement with Fredis Castillo on January 14, 2005

Settlement with Fredis Castillo

On January 14, 2005, in closed session the Board of Directors authorized a full and final settlement of the claim filed by Fredy Castillo as follows.

\$90,000.00 to be paid by METRO to Fredis Castillo, and his attorney, TIMAN & WASH, LLP and an additional \$1,800.00 to be paid by METRO to Robert Katz, Esq. for Mediation Services.

The following directors authorized the settlement: Beautz, Bustichi, Hinkle, Keogh, Norton, Reilly, Rotkin, Skillicorn, Spence, Stone and Tavantzis.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

6.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEARS

None

FIFTEEN YEARS

None

TWENTY YEARS

Kenneth R. Brown, Facilities Maintenance Worker II

TWENTY-FIVE YEARS

Larry D. Mungioli, Bus Operator

THIRTY YEARS

None

6.91

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES, AND FACILITIES.

I. RECOMMENDED ACTION

That the Board of Directors approve METRO becoming a sponsor of the Leadership Santa Cruz County Program, providing information regarding public transit services and facilities, and providing a bus for a tour of various activities.

II. SUMMARY OF ISSUES

- The Leadership Santa Cruz County program provides information regarding activities throughout the County for a class of approximately 50 individuals.
- The Leadership Santa Cruz County staff has requested that METRO become a sponsor of the program by providing information to members of the class and by providing a bus for a tour of various facilities on May 15, 2005.
- METRO has not previously participated in providing information to the Leadership Santa Cruz County classes nor sponsored the program.
- The cost of becoming a sponsor of Leadership Santa Cruz County would be the cost of providing the bus for the facilities tour on May 15, 2005, which is estimated to be approximately \$450.
- Staff recommends that the Board of Directors approve the request from Leadership Santa Cruz County staff.

III. DISCUSSION

The Leadership Santa Cruz County program provides and orientation to various programs and facilities annually for approximately 50 individuals from the community. Many of these individuals hold key leadership positions in the community. The roster of the Board of Directors and the description of the Leadership Santa Cruz County program are attached to this Staff Report.

METRO has received a request for program sponsorship from Gary W. Smith, Executive Director of Leadership Santa Cruz County. The sponsorship would be in the form of providing a

bus for a tour of facilities on May 15, 2005 and a presentation by METRO of information about the system, services, facilities and projects. A copy of the request letter from Gary W. Smith is attached to this Staff Report. Participating in the Leadership Santa Cruz County program would provide an opportunity to orient individuals that in a setting that METRO has not used in the past.

Staff recommends that the Board of Directors approve the request for sponsorship from Leadership Santa Cruz County.

IV. FINANCIAL CONSIDERATIONS

The cost of becoming a sponsor of the Leadership Santa Cruz County program through providing a bus for a facilities tour on May 15, 2005 would be approximately \$450 plus presentation materials.

V. ATTACHMENTS

- Attachment A:** Letter from Gary W. Smith, March 18, 2005.
Attachment B: Board of Directors, Leadership Santa Cruz County.
Attachment C: Program Description, Leadership Santa Cruz County.



March 18, 2005

**SPECIAL
CORPORATE
SPONSORS**

Bay Federal
Credit Union

Big Creek Lumber
Company

Driscoll Strawberry
Associates

Pajaro Valley
Prevention &
Student Assistance

Santa Cruz Medical
Clinic & Foundation

Santa Cruz
Seaside Company

Watsonville
Community Hospital

**PROGRAM
SUPPORTERS**

Apex Adventures

Aptos Chamber
of Commerce

Beckmann's Old
World Bakery

Capitola Chamber
of Commerce

Coast Commercial Bank

Community Bridges

Cruzio, the Internet Store

Dominican Hospital

Mount Hermon Christian
Conference Center

Pajaro Valley Chamber
of Commerce

RMC Pacific Materials

Santa Cruz Chamber
of Commerce

Santa Cruz Community
Credit Union

Scotts Valley Chamber
of Commerce

ToucanEd

University of California,
Santa Cruz

Les White, General Manager
Santa Cruz County Metropolitan Transit District
370 Encinal St.
Santa Cruz, CA 95060

Dear Les,

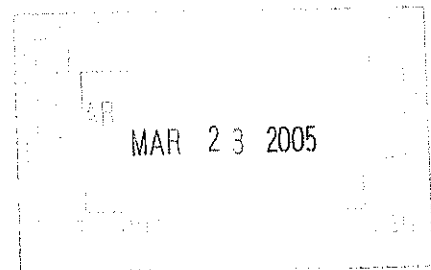
Thank you for considering this request from Leadership Santa Cruz County to host a bus trip for about 50 Leadership class members. We will be visiting a number of agricultural locations on this tour. As we travel from venue to venue I would like to have you and/or your representative highlight Transit District operations in Santa Cruz County. My hope is to encourage more support and rider-ship for the bus system in Santa Cruz County. We are also interested in hearing more about the Highway 17 Express bus and connections with other county transportation systems (Monterey County and Santa Clara County transit systems). Your leadership challenges and future plans for the Transit District system in Santa Cruz County would also be welcomed topics.

The day of the event is Friday, May 15, 2005. We would like to meet at 12:30 pm at the Santa Cruz County Fairgrounds and take a 3.5 hour tour, returning to the Fairgrounds at 4:00 pm.

Thank you again for considering our request. Please contact me at 724-7665 to let me know if this is possible.

Sincerely,

Gary W. Smith
Executive Director,
Leadership Santa Cruz County



LEADERSHIP SANTA CRUZ COUNTY

270 EVENING HILL LANE, WATSONVILLE, CA 95076

PHONE AND FAX: (831) 724-7665 E-MAIL: LEADERSHIPSCC@CRUZIO.COM

WWW.LEADERSHIPSCC.ORG

Leadership

Santa Cruz County

2004 - 2005
Board of Directors



Robert C. Berlage Communications Director <u>Big Creek Lumber</u>	Martin Bernal Assistant City Manager <u>City of Santa Cruz</u>	James Boyle Executive Vice President <u>Bay Federal Credit Union</u>
Jess Brown Executive Director <u>Santa Cruz County Farm Bureau</u>	Gregory Carter Executive Director <u>Santa Cruz Area Chamber of Commerce</u>	Toni Castro Executive Director <u>Capitola Chamber of Commerce</u>
Kristen Collins Director <u>Pajaro Valley Chamber of Commerce</u>	Mary Lou Goeke Executive Director <u>United Way of Santa Cruz County</u>	Tila Guerrero Owner McDonalds' Franchise, Watsonville
Karen Hibble Executive Director <u>Aptos Chamber of Commerce</u>	Ellyce Hoeger Program Specialist <u>Central Coast Small Business Development Center</u>	Margaret Ivy Executive Director <u>Santa Cruz Conference & Visitors' Center</u>
Dianna Ligon Property Manager <u>The Seaside Company</u>	Celia Organista Executive Director <u>Defensa de Mujeres & Women's Crisis Support</u>	David Pais EHS Manager <u>Seagate Technology</u>
Gary Smith Executive Director <u>Leadership Santa Cruz County</u>	Mark Tracy Santa Cruz County Sheriff <u>SC County Sheriff-Coroner's Office</u>	Clyde Vaughn Director <u>Scotts Valley Chamber of Commerce</u>
	Pamela Zamani Vice President & Manager <u>Coast Commercial Bank</u>	



Leadership

Santa Cruz County

Program Description

Leadership
HOME

Program
Description

Leadership
F A Q

Board of
Directors

Class
Schedule

Current Class
Bios & Photos

Photos of
Class Activities

Previous Class
Bios & Photos

Leadership
Alumni

History: Ensuring the long-term stability of a community is a difficult task. It requires the creativity and vision of those people in leadership roles as well as a solid understanding of the many ingredients that make up this community. With this in mind, in September of 1985, the Santa Cruz Area Chamber of Commerce created the Santa Cruz community's first and finest leadership training program called Leadership Santa Cruz (LSC). Two years later, the Watsonville Chamber of Commerce and Agriculture (now the Pajaro Valley Chamber of Commerce), joined the Santa Cruz Chamber as a co-sponsor and the program was renamed **Leadership Santa Cruz County (LSCC)**. The Capitola Chamber of Commerce became a sponsor in 1989, followed by the Aptos and Scotts Valley chambers in 1990, and the San Lorenzo Valley Chamber in 1992. The chambers of commerce have been joined by numerous sponsoring business organizations and non-profits to guarantee the long-term success of its program in its second decade of operation.

Mission: The purpose of Leadership Santa Cruz County is to develop, motivate, inform and increase the awareness of participants so that they can assume effective leadership roles in our community. The program focuses on the problems, needs and opportunities facing our community today and in the future.

Participants: The participants of Leadership Santa Cruz County are people who desire a broader exposure to the growing concerns of this county and who wish to discover the leaders within themselves.

Alumni: With the graduation of the nineteenth class, more than 783 individuals have participated in the Leadership program. They have come from all walks of life.

Diversity: Class members have ranged from teenagers to seniors, and those in between. They have been newcomers and long-term residents. Alumni reflect the diversity of the community. Throughout its existence, Leadership Santa Cruz County has provided quality, non-partisan instruction and watched its alumni go on to take responsible positions throughout the community.

Leadership Program Description:

The Leadership Santa Cruz County program provides a broad base of community knowledge and understanding to class members. At each training session, class participants practice and develop leadership skills as they solve real problems related to the topics of the day. They listen to individual speakers, interact with panels of experts, work with case studies,

and make site visits throughout Santa Cruz County.

From September through June, LSCC participants spend one day each month (12 all-day training sessions) adding to their knowledge of the county's inner workings. They also attend a two-day leadership skill-building retreat. This year, topics and activities include:

- | | |
|----------------------------|----------------------------|
| History | Business |
| Education | Environment |
| County & Local Government | Agriculture |
| Police Ride-Along | Housing Crisis |
| Criminal Justice System | Land Use Issues |
| Diversity | Water Resources |
| Local & Regional Economics | Tourism |
| Pajaro Valley | San Lorenzo Valley |
| Field Trips | Good Food |
| Human Needs & Services | Team Building |
| | Networking |
| | Meet 120 Community Leaders |

Scholarships are available.

For more information about the Leadership Santa Cruz County Program, call Gary Smith, Program Director, at (831) 724-7665.



[Back to Top](#) | [Home](#) | [Class Schedule](#) | [Contact Gary Smith](#) | [Website Comments?](#)

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

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

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

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

WHEREAS, the City of Capitola, requiring strong representation, appointed Dennis Norton as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District; and

WHEREAS, Dennis Norton served as a member of the Board of Directors from January 2001 through February 2005; and

WHEREAS, Dennis Norton provided the Santa Cruz Metropolitan Transit District with strong leadership and insightful guidance during his terms of office, including advocacy for reduced youth fares and a student outreach program; and

WHEREAS, Dennis Norton was a guiding force for the Santa Cruz Metropolitan Transit District during the time that the District was developing the MetroBase and the Santa Cruz Pacific Station Redevelopment Projects; and

WHEREAS, during the time that Dennis Norton served on the Board of Directors, the Transit District replaced a large portion of the fixed route fleet, purchased new ParaCruz vans, redesigned, improved, and began direct operation of the ParaCruz service, implemented a paratransit client recertification program, implemented bi-directional UCSC service, acquired funding for major capital improvements, and responded to a severe economic downturn; and

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

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

8.1

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

PASSED AND ADOPTED this 22nd day of April by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____
MICHAEL W. KEOGH
Chairperson

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

8.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF AN AGREEMENT WITH THE CITY OF WATSONVILLE FOR THE PROVISION OF SHUTTLE SERVICE BETWEEN THE WATSONVILLE TRANSIT CENTER AND PALM BEACH.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to enter into an Agreement with the City of Watsonville to provide shuttle service between the Watsonville Transit Center and Palm Beach.

II. SUMMARY OF ISSUES

- The City of Watsonville is requesting the provision of shuttle service between the Watsonville Transit Center and Palm Beach to assist in alleviating traffic congestion.
- The requested shuttle service would operate July 2-4, 2005 and September 3-5, 2005.
- The variable operating cost per hour for METRO is \$65.
- The City of Watsonville has indicated that it will pay the operating cost for the shuttle service at the \$65 per hour rate.
- The specific frequencies and route would be determined by the City of Watsonville.
- The shuttle service would be operated on a “fare free” basis.

III. DISCUSSION

The City of Watsonville has indicated that it would like to implement measures that would alleviate traffic congestion in the Palm Beach area during the 4th of July and Labor Day Holidays. The City of Watsonville has transmitted a formal request to METRO indicating that they would like to sponsor a shuttle between the Watsonville transit Center and Palm Beach. The proposed dates for the shuttle service would be July 2-4, 2005 and September 3-5, 2005. The hours of operation for the shuttle would be 11:00 am –7:00 pm for both sets of dates. The current variable operating cost at METRO is \$65 per hour. The City of Watsonville has indicated that it will pay the \$65 per hour cost for the shuttle service. The shuttle service would be provided on a “fare free” basis to encourage use. The frequency and route of the proposed shuttle service would be determined by the City of Watsonville.

Staff recommends that the Board of Directors approve the request for shuttle service from the City of Watsonville and authorize the General Manager to sign a Letter of Agreement with the City of Watsonville.

IV. FINANCIAL CONSIDERATIONS

The City of Watsonville will reimburse METRO for the variable cost at a rate of \$65 per hour.

V. ATTACHMENTS

Attachment A: Letter from the City of Watsonville, March 28, 2005.

Attachment B: Letter from the Pajaro Dunes Association, January 14, 2005.

CITY OF WATSONVILLE

"Opportunity through diversity, unity through cooperation"



ADMINISTRATION BUILDING

215 Union Street
Second Floor
Fax 831 761 0736

MAYOR & CITY COUNCIL

215 Union Street
831 728 6006

CITY MANAGER
831 728 6011

CITY ATTORNEY
831 728 6013

CITY CLERK
831 728 6005

PERSONNEL
831 728 6012

CITY HALL OFFICES

250 Main St

COMMUNITY
DEVELOPMENT
831 728 6018

Fax 831 728 6173
FINANCE

831 728 6031
Fax 831 763 4066

PUBLIC WORKS &
UTILITIES

831 728 6049
Fax 831 728 4065

PURCHASING
831 728 6029

Fax 831 763 4066

REDEVELOPMENT & HOUSING

831 728 6014
Fax 831 763 4114

AIRPORT

100 Aviation Way
831 728 6075
Fax 831 763 4058

FIRE

115 Second Street
831 728 6060
Fax 831 763 4054

LIBRARY

310 Union Street
831 728 6040
Fax 831 763 4015

PARKS & COMMUNITY SERVICES

30 Maple Avenue
831 728 6081
Fax 831 763 4078

March 28, 2005

Mr. Les White, General Manager
SCMTD
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

RE: Shuttle to Palm Beach

Dear Les,

The City of Watsonville, in conjunction with Pájaro Dunes Association, would like to request shuttle service for the following dates:

July 2-4, 2005 (Saturday through Monday) from 11:00 a.m. to 7:00 p.m.

September 3-5, 2005 (Saturday through Monday) from 11:00 a.m. to 7:00 p.m.

The shuttle would operate between the Watsonville Transit Center and Palm Beach, with a stop along the way. The shuttle stop will likely be at the Red Roof Inn on West Beach Road. They have made their parking lot available as a "Park and Ride" lot for these two weekends.

It is anticipated that the cost of this service is \$65 per hour, and the Pájaro Dunes Association and Pájaro Dunes North Association have agreed to pay for the shuttle (see attached letter dated January 14, 2005). The shuttle would be a free service to the riders.

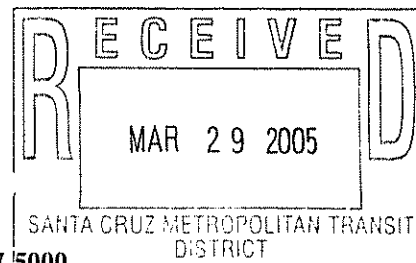
If you have any questions, please do not hesitate to contact me at 768-3012.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marcela Tavantzis".

Marcela Tavantzis, P.E.
Assistant City Manager

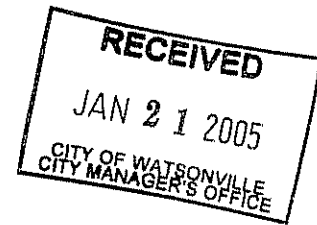
Attach: Letter from Pájaro Dunes Association dated January 14, 2005



P.O. BOX 5000 WATSONVILLE, CA 95077-5000



Pájaro Dunes Association
2661 Beach Road • Watsonville, CA 95076
gatehouse@pajarodunesassociation.com
(831) 761-7744



January 14, 2005

Ms. Marcela Tavantzis
City of Watsonville
215 Union Street
Watsonville, CA 95076

Dear Marcela:

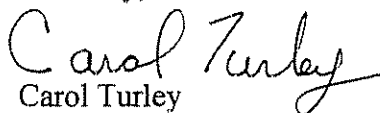
It has been great working with you on the Beach Road parking issues. I appreciate your "can do" spirit. I believe that the combined approaches that we are working on will help alleviate the parking congestion problem, and make Palm Beach more accessible to local people.

I appreciate your willingness to arrange for a Metropolitan Transit District bus. Pajaro Dunes Association and Pajaro Dunes North Association agree to underwrite the cost of a shuttle bus on two of the three day weekends during the summer of 2005. As I understand it, the cost is \$65 per hour which includes the bus, fuel, and the driver. We will find sponsors to help with the expense, but agree to pay for everything that is unfunded by sponsors.

I spoke with Nedra Martinez from State Parks about the days and hours of operation. Nedra and I have concluded that the dates and hours should be Saturday, Sunday, Monday July 2nd, 3rd, and 4th and Saturday, Sunday, Monday September 3rd, 4th and 5th from 11:00 a.m. until 7:00 p.m. I am open to additional input about the hours of operation.

Please let me know if anything more is needed in order for you to arrange for the shuttle bus.

Sincerely,



Carol Turley
Manager
Pajaro Dunes Association
cc Greg Feaster, Kay Bowden

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JANUARY, FEBRUARY AND MARCH 2005

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 48 routes serving approximately 1,050 bus stops. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003, the Talking Bus was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes were equipped with the Talking Bus Technology and the system was fully operational.

III. DISCUSSION

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stops were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audits. Robert S. Bortnick & Associates was authorized 100 hours to conduct a survey at a cost of \$5,000.00 each quarter. METRO has 48 routes serving approximately 1,050 bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003 the Talking Bus was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology. On that date the Talking Bus equipment was fully operational on all of METRO's fixed routes.

Attachment A details the results of the current audit. There was one error in the results. One bus stop had been eliminated but the auditors were not made aware of this change. Therefore, the report included the bus stop as being a stop that should have been announced but was not

announced. In any event, the results of the audit indicate a compliance rate of over 99%. Attachment B provides the results of the call stop audits since the Talking Bus Technology has been in operation, 2003.

All compliance issues are referred to the Operations Department for review and appropriate action. Equipment malfunctions are also referred to the Maintenance Department and programming errors are referred to the IT Department.

Additionally, METRO's contract security guards complete random external route announcement checks of at least 25 buses per day, verifying that each bus announces the route four times within a 2-minute period, prior to the bus' departure from Pacific Station. During this period, January through March 2005, the security guards documented that of the 25 buses that they audited, all the external announcements were properly announced.

IV. FINANCIAL CONSIDERATIONS

Randomly conducted call stop compliance audits cost approximately \$20,000.00 per year.

V. ATTACHMENTS

Attachment A: Table of Results from January-March 2005.

Attachment B: Summary of Audit Results

ROBERT S. BORTNICK & ASSOCIATES
PRIVATE INVESTIGATION

CRIMINAL/CIVIL
CA. LIC NO P111733

136 VERNON STREET
SANTA CRUZ, CALIFORNIA 95060
TELEPHONE (831) 423-5122
FAX (831) 459-0430
E-MAIL BortnickPI@yahoo.com

ADA CALL STOP SURVEY RESULTS (JANUARY – MARCH 2005)

Statistical Summary

Total number of trips surveyed _____ 99
Total number of trips with talking buses _____ 99 (100%)
Total number of call stops surveyed _____ 3,521
Total number of call stops made _____ 3,489 (99%)
Total number of call stops missed _____ 32

Key to Codes

E = external announcement failure(s)
H = head sign/external visual failure(s)
M = missed call stop(s)

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
3B – Mission & Nat Bridgs		02/18/05	41	0	
3B – Mission & Nat Bridgs		03/30/05	39	2	M
4 – Harvey West/Paradise		02/10/05	26	0	
4 – Harvey West/Paradise		03/30/05	27	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
7 – Beach/Lighthouse		02/14/05	25	1	M
7 – Beach/Lighthouse		03/29/05	25	1	M
7N – Beach Nt/Cap Mall		02/05/05	33	0	
7N – Beach Nt/Cap Mall		03/12/05	33	0	
7N – Beach Nt/Metro Ctr		02/05/05	18	0	
7N – Beach Nt/Metro Ctr		03/12/05	18	0	
10 – UC High St		02/10/05	34	0	
10 – UC High St		03/04/05	34	0	
12A – University		02/08/05	48	0	
13 – UC/Walnut		02/08/05	35	0	
15 – Laurel West		02/08/05	29	0	
15 – Laurel West		02/18/05	29	0	
15 – Laurel West		03/29/05	29	0	
16 – Laurel East		02/14/05	30	1	M
16 – Laurel East		02/27/05	30	1	M
16 – Laurel East		03/03/05	21	10	E, H, M
16 – Laurel East		03/12/05	31	0	
16 – Laurel East		03/26/05	31	0	H
19 – Lower Bay/Weekend		02/05/05	38	3	M
19 – UC/Lower Bay		02/18/05	38	0	
19 – UC/Lower Bay		03/29/05	38	0	
20 – UC/Westside		02/14/05	49	0	
20 – UC/Westside		02/27/05	49	0	
31 – S Vly Dr/Graham Hill		03/28/05	20	1	M
31 – SV Dr/Hwy 17/SC		03/28/05	20	0	
32 – Graham Hill		03/03/05	38	0	
35 – Glen Arbor/Mt Store		03/07/05	42	0	
35 – Hwy 9/Bear Creek		03/21/05	30	0	
35 – Santa Cruz		02/06/05	36	0	
35 – Santa Cruz		02/12/05	36	0	
35 – Santa Cruz		02/20/05	36	0	
35 – Santa Cruz		02/26/05	41	0	
35 – Santa Cruz		03/07/05	37	0	
35 – Santa Cruz		03/19/05	32	0	
35 – Santa Cruz		03/21/05	31	1	M
35 – Santa Cruz		03/26/05	31	0	
35A – Glen Arbor/Mt Store		02/06/05	51	0	
35A – Glen Arbor/Mt Store		03/19/05	47	0	
35A – Hwy 9/Big Basin		03/26/05	38	2	M
35A – Hwy 9/Ctry Club		02/12/05	40	0	
35A – Hwy 9/Ctry Club		02/26/05	46	0	
35A – Hwy 9/Mt Store		02/20/05	40	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
40 – Santa Cruz		02/13/05	15	0	
40 – Waddell Crk/Davnpt		02/13/05	12	0	
41 – Bonny Doon		02/24/05	36	0	
41 – Santa Cruz		02/24/05	27	0	
42 – Davnpt/Bonny Doon		03/13/05	43	0	
53 – Capitola/Dominican		02/15/05	40	0	
54 – Aptos/La Selva Bch		03/20/05	51	0	
54 – Capitola Mall		03/20/05	39	0	
55 – Rio Del Mar		02/16/05	34	0	
56 – Cabrillo/La Selva		02/16/05	21	0	
66 – 17 th Ave/Cap Mall		02/05/05	32	0	
66 – 17 th Ave/Cap Mall		03/01/05	31	1	M
66 – 17 th Ave/Cap Mall		03/12/05	32	0	
66 – 17 th Ave/Cap Mall		03/26/05	32	0	
66 – 17 th Ave/SC		02/27/05	30	0	
66 – 17 th Ave/SC		03/26/05	29	1	M
68 to Capitola Mall		02/27/05	29	0	
68 to Capitola Mall		03/30/05	29	0	
68 to Santa Cruz		03/04/05	28	0	
69 – Capitola Road		03/04/05	20	0	
69 – Capitola Road		03/31/05	15	0	
69A – Capitola Rd/SC		02/10/05	18	0	
69A – Capitola Rd/SC		03/31/05	13	0	
69A – Capitola Rd/Wats		02/10/05	19	0	
69W – Cabrillo/SC		03/01/05	18	0	
69W – Cabrillo/SC		03/12/05	18	0	
69W – Cabrillo/SC		03/20/05	18	0	
69W – Cabrillo/SC		03/27/05	33	1	M
69W – Cabrillo/SC		03/30/05	13	0	
69W – Cabrillo/Wats		02/05/05	21	0	
69W – Cabrillo/Wats		02/26/05	40	0	
69W – Cabrillo/Wats		03/20/05	19	0	
69W – Cabrillo/Wats		03/27/05	40	0	
70 – Cabrillo		02/28/05	29	0	
70 – Cabrillo		03/16/05	29	0	
70 – Santa Cruz		02/28/05	22	0	
71 – Arthur/SC		03/16/05	73	0	
71 – Clifford/SC		02/23/05	58	0	
71 – Clifford/SC		02/26/05	74	0	
71 – Clifford/SC		03/06/05	74	0	
71 – Clifford/SC		03/23/05	73	0	
71 – Clifford/Wats		03/06/05	75	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
71 – Clifford/Wats		03/16/05	44	1	M
71 – Crestview/SC		02/05/05	69	0	
71 – Crestview/Wats		02/23/05	57	1	M
71 – Pennsylvania/Wats		03/23/05	63	2	M
72 – Corralitos		03/16/05	31	0	
74 – Ohlone/Rolling Hills		03/16/05	44	0	
75 – Green Valley		02/05/05	63	0	
76 – Corralitos		03/06/05	56	0	
76 – Corralitos/BV		03/27/05	53	0	
79 – East Lake		03/16/05	20	1	M
88 – Armory Shuttle		03/13/05	17	1	M

SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	July- Sept 2003	October- December 2003	January- March 2004	April- June 2004	July- September 2004	October- December 2004	January- March 2005
Call Stops observed	2,418	2,596	2,378	3,223	2,855	2,294	3,521
Call stops announced	2,305	2,558	2,371	3,165	2,842	2,258	3,490
Call Stops not announced	113	38	7	58	11	36	31
Percent of call stops completed	95.3%	98.5%	99.7%	98.2%	99.6%	98.4%	99.1%
Percent of call stops not completed	4.7%	1.5%	.3%	1.8%	.4%	1.6%	.9%

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is

**A RESOLUTION OF
APPRECIATION FOR THE SERVICES OF
ROY G. BROGDON AS THE SUPERVISOR OF REVENUE COLLECTION
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Roy G. Brogdon to serve in the position of Bus Operator initially, then Systems Monitor/Dispatcher, followed by Transit Supervisor, subsequently promoting him to the position of Supervisor of Revenue Collection, and

WHEREAS, Roy G. Brogdon served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of August 1, 1974 to April 6, 2005, and

WHEREAS, Roy G. Brogdon provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Roy G. Brogdon served the Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the citizens of Santa Cruz County by Roy G. Brogdon resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time that Roy G. Brogdon served in both the positions of Bus Operator and Supervisor of Revenue Collection, METRO expanded service, developed new facilities, purchased new equipment, purchased a new fare collection system, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

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

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as the Supervisor of Revenue Collection the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Roy G. Brogdon for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

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

PASSED AND ADOPTED this 22nd day of April 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL W. KEOGH
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 22, 2005

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF HIGHWAY 17 EXPRESS CONNECTIONS TO CALTRAIN SERVICE WITH PROPOSED TRAIN SCHEDULE CHANGES

I. RECOMMENDED ACTION

Consideration of proposed Caltrain service change impacts on Highway 17 Express connections.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has operated the Highway 17 Express between Santa Cruz and San Jose since 1989.
- The Highway 17 Express enables passengers to connect to AMTRAK and to Caltrain Peninsula Corridor commuter trains at the Diridon Station in San Jose.
- As the contract operator of AMTRAK feeder bus service between Santa Cruz and Diridon Station since April 2004, METRO schedules the Highway 17 Express to provide convenient transfers to and from AMTRAK trains.
- Caltrain has proposed changes to the Peninsula Corridor schedules to reduce operating costs.
- The proposed Caltrain schedule changes would increase the number of Highway 17 connections on weekdays but would reduce the number of weekend connections.
- Staff is currently considering changes to the Highway 17 Express schedule for implementation in September, 2005.

III. DISCUSSION

Santa Cruz METRO began operating the Highway 17 Express between Santa Cruz and San Jose as an emergency traffic control measure after the Loma Prieta earthquake in 1989 closed portions of Highway 17. METRO contracted the Highway 17 operation with private charter companies until 1999 when it assumed direct operation with METRO employees. In April 2004, METRO added contract operation of AMTRAK's feeder bus service to the Highway 17 Express, extended the route to Pacific Station and added weekend service to meet the contract requirements. In addition to meeting the schedules of workers and students in San Jose, METRO now schedules the Highway 17 Express to provide convenient transfers to AMTRAK at the Diridon Station.

The Peninsula Corridor Joint Powers Authority (JPA) operates 86 Caltrain commuter trains daily and 30 on weekends between Gilroy and San Francisco. Highway 17 Express passengers can make many connections to the Peninsula Corridor Caltrain (Caltrain) at the Diridon Station. As a cost savings measure, the JPA now proposes to change the Caltrain schedules by adding two trips on weekdays, increasing the number of Baby Bullet trains and eliminating two trains on Saturday and Sunday. Cost savings will result from the eliminated weekend trips and from reduced crew time on the additional Baby Bullet trains.

METRO staff analyzed the proposed Caltrain schedule changes to determine the impact on connections with the Highway 17 Express at Diridon Station. Some Highway 17 Express riders have requested changing the Highway 17 Express schedule to enable connections to Caltrain trips which are sometimes missed by minutes. The proposed Caltrain schedule revision has the following impacts:

Weekday Caltrain Service

The proposal will convert some trips to Baby Bullet trains, add one train in each direction and change arrival times at Diridon Station. As a result, the number of weekday connections with Highway 17 trips will increase from 28 to 30 Northbound and increase from 31 to 34 Southbound. Highway 17 Express will make six more direct connections to Baby Bullets in each direction.

Weekend Caltrain Service

The proposed elimination of the earliest southbound Caltrain on Saturday and Sunday would postpone the earliest Highway 17 connection to Caltrain until 11:40 a.m. instead of 9:15 a.m., inconveniencing anyone headed to Santa Cruz. The number of southbound connections on Saturday and Sunday would remain at seven out of the remaining 14 trips since the currently missed 4:36 p.m. train would now arrive five minutes earlier to meet the southbound 4:35 p.m. Highway 17 Express.

Northbound, the proposed schedule would reduce the number of direct connections from nine to seven on Sunday, with the earliest at 10:00 a.m.

The proposed Caltrain revision will actually improve the number of Highway 17 connections on weekdays, but weekend connections will decline. Because the Caltrain schedule is subject to further revision as a result of public input, staff does not recommend altering the Highway 17 Express schedule until Caltrain publishes its final schedule for the Peninsula Corridor service. At that time, staff may consider Caltrain schedule changes while maintaining the AMTRAK connections.

IV. FINANCIAL CONSIDERATIONS

None. No service changes are proposed at this time.

V. ATTACHMENTS

Attachment A: Weekday northbound Caltrain & AMTRAK connections to Highway 17

Attachment B: Weekday southbound Caltrain & AMTRAK connections to Highway 17

Attachment C: Weekend Caltrain & AMTRAK connections to Highway 17

H17/Caltrain/AMTRAK Weekday Northbound Connections

Hiway 17	Current CalTrain Penninsula	Proposed CalTrain Penninsula	AMTRAK Cap. Corr.	AMTRAK San Joaquin
San Jose Diridon Station				
5:42 AM	5:45am (BB) 5:52am (LS)	5:45am (BB) 6:01am (LS)		
6:02 AM	6:06am (Reg)			
6:22 AM	6:39am (LS)	6:28am (BB) 6:39am (LS)	6:30am	7:00am
6:42 AM	6:45am (BB) 6:52am (LS)	6:45am (BB) 7:01am (LS)		
7:07 AM	7:06am (Reg)	7:28am (BB)		
7:15 AM	7:37am (LS)	7:39am (LS)		
7:42 AM	7:45am (BB) 7:52am (LS)	7:45am (BB) 8:01am (LS)		
8:02 AM	8:06am (Reg)	8:28am (BB)		
8:27 AM	8:39am (LS)	8:40am (LS)	9:00am	
8:47 AM	9:06am (Reg)	9:10am (Reg)		
9:15 AM	9:39am (Reg)	9:40am (Reg)		9:25am
10:25 AM	10:39am (LS)	10:40am (LS)		
11:30 AM	11:39am (LS)	11:40am (LS)	12:30pm	11:45am
1:25 PM	1:39pm (LS)	1:40pm (LS)	1:45pm	
2:25 PM	2:39pm (LS)	2:40pm (LS)	2:55pm	2:35pm
3:45 PM	4:06pm (Reg)	4:01pm (Reg)	4:05pm	
4:20 PM	4:39pm (LS) 4:45pm (BB)	4:28pm (BB) 4:39pm (LS) 4:45pm (BB)		4:50pm
5:25 PM	5:37pm (Reg) 5:45pm (BB)	5:28 pm (BB) 5:39pm (Reg) 5:45pm (BB)	5:40pm	
6:15 PM	6:06pm (Reg) 6:39pm (LS)	6:28pm (BB) 7:10pm (LS)	6:40pm	6:25pm
7:20 PM	7:06pm (Reg)	8:10pm (Reg)		
8:15 PM	8:06pm (Reg)	9:10pm (Reg)		
10:20 PM	10:25pm (Reg)	10:30pm (Reg)		
	28	30	Transfer Connections	
	43	44	Total Caltrain Trips	
(BB) Baby Bullet				
(LS) Limited Service				
(Reg) Regular Service				

Highway 17/Caltrain/AMTRAK Weekday Southbound Connections

AMTRAK Cap. Corr.	AMTRAK San Joaquin	Current CalTrain Penninsula	Proposed CalTrain Penninsula	Hiway 17 San Jose CALTRAIN Station
				6:07 AM
		6:21am (Reg)		6:57 AM
		6:43am (Reg)	6:26am (Reg)	
7:45am		7:10am (BB)	7:11am (BB)	8:05 AM
		7:51am (Reg)	7:35am (Reg)	
			7:50am (BB)	
			7:56am (Reg)	
8:45am		8:10am (BB)	8:35am (LS)	9:00 AM
		8:49am (Reg)	8:50am (BB)	
9:50am		9:03am (LS)	9:35am (LS)	10:05 AM
		9:43am (Reg)	9:50am (BB)	
			9:56am (LS)	
11:20am	11:25am	10:03am (LS)	11:00am (LS)	11:35 AM
		11:43am (Reg)	11:38am (Reg)	12:10 PM
		12:01pm (LS)	12:00am (LS)	
12:45pm		12:43pm (Reg)	12:38pm (Reg)	1:00 PM
	1:20pm	1:01 pm (LS)	1:00pm (LS)	1:40 PM
		1:43pm (Reg)	2:38pm (Reg)	3:10 PM
		3:01pm (LS)	3:00pm (LS)	
				3:25 PM
3:30pm		3:43pm (Reg)	3:38pm (Reg)	3:45 PM
				4:00 PM
		4:01pm (LS)	4:00 pm (Reg)	4:25 PM
	4:25pm		4:38pm (Reg)	4:40 PM
		4:45pm (Reg)		5:00 PM
		5:02pm (LS)	5:00pm (LS)	5:15 PM
		5:10pm (BB)	5:07pm (BB)	
			5:32pm (LS)	5:35 PM
5:45pm		5:51pm (LS)		6:00 PM
		6:01pm (LS)	5:49pm (BB)	
			5:55pm (LS)	
		6:10pm (BB)	6:07pm (BB)	6:15 PM
		6:49pm (Reg)	6:32pm (LS)	6:52 PM
		7:03pm (LS)	6:49pm (BB)	
	7:25pm	7:10pm (BB)	7:07 pm (BB)	7:42 PM
		7:16pm (LS)	7:32pm (LS)	
8:15pm		7:49pm (Reg)	7:49pm (BB)	8:32 PM
		8:01pm (Reg)	7:55pm (LS)	
9:00pm		8:45pm (Reg)	8:31pm (Reg)	9:12 PM
	9:45pm	9:43pm (Reg)	9:56pm (Reg)	10:37 PM
(BB) Baby Bullet		31	34	Transfers
(LS) Limited Service		43	44	Total
(Reg) Regular Service				

Highway 17/Caltrain/AMTRAK Weekend

Northbound					
Hiway 17 San Jose Diridon Station	Proposed SAT CalTrain Penninsula	Proposed SUN CalTrain Penninsula	current CalTrain Penninsula	AMTRAK Cap. Corr.	AMTRAK San Joaquin
6:45 AM	<i>7:00 AM</i>		<i>7:00 AM</i>	<i>7:40 AM</i>	
9:15 AM	<i>10:00 AM</i>	<i>10:00 AM</i>	<i>10:00 AM</i>	<i>9:40 AM</i>	
11:40 AM	<i>12:00 PM</i>	<i>12:00 PM</i>	<i>12:00 PM</i>	<i>12:40 PM</i>	
2:15 PM	<i>3:00 PM</i>	<i>3:00 PM</i>	<i>3:00 PM</i>	<i>3:55 PM</i>	
4:35 PM	<i>5:00 PM</i>	<i>5:00 PM</i>	<i>5:00 PM</i>		
5:25 PM	<i>6:00 PM</i>	<i>6:00 PM</i>	<i>6:00 PM</i>	<i>5:40 PM</i>	
7:25 PM	<i>8:00 PM</i>	<i>8:00 PM</i>	<i>8:00 PM</i>	<i>7:40 PM</i>	
8:25 PM	<i>9:00 PM</i>	<i>9:00 PM</i>	<i>9:00PM (SU)</i>		
10:00 PM	<i>10:30PM</i>		<i>10:30PM (SA)</i>		
	9	7	9	Transfers	
	16	14	15	Total	
Southbound					
AMTRAK Cap. Corr.	AMTRAK San Joaquin	Current CalTrain Penninsula	Proposed SAT CalTrain Penninsula	Proposed SUN CalTrain Penninsula	Hiway 17 San Jose Diridon Station
					6:55 AM
<i>8:50 AM</i>		<i>8:36 AM</i>			9:15 AM
<i>10:50 AM</i>		<i>11:36 AM</i>	11:31 AM	11:31 AM	11:40 AM
<i>1:50 PM</i>		<i>1:36 PM</i>	1:31 PM	1:31 PM	2:20 PM
<i>3:50 PM</i>			4:31 PM	4:31 PM	4:35 PM
<i>5:20 PM</i>		<i>5:36 PM</i>	5:31 PM	5:31 PM	5:40 PM
<i>7:35 PM</i>		<i>7:36 PM</i>	7:31 PM	7:31 PM	7:55 PM
<i>8:50 PM</i>		<i>8:36 PM</i>	8:31 PM	8:31 PM	9:15 PM
		<i>9:36 PM</i>	9:31 PM	9:31 PM	10:15 PM
	Transfers	7	7	7	
	Total	15	14	14	