

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA

June 24, 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
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 13 AND MAY 27, 2005
Minutes: **REVISED PAGE 5-1.5 OF THE MAY 13, 2005 MINUTES AND THE MAY 27, 2005 MINUTES ARE INCLUDED IN THE JUNE 24, 2005 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2005
Report: Attached
- 5-3. ACCEPT AND FILE MAY 2005 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE MAY RIDERSHIP REPORT IS INCLUDED IN THE JUNE 24, 2005 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF MAGDALENA IBARRA, CLAIM #05-0015
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 15, 2005 AND MINUTES OF APRIL 20, 2005
Agenda/Minutes: Attached

- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2005 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE JUNE 24, 2005 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2005
Staff Report: Attached
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2005
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF APRIL 2005
Staff Report: Attached
- 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 MAY 2005 MEETINGS
Staff Report: Attached
- 5-12. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06
Staff Report: **IS INCLUDED IN THE JUNE 24, 2005 BOARD PACKET**
- 5-13. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 05-06
Staff Report: **WILL BE INCLUDED IN THE JULY BOARD PACKET**
- 5-14. CONSIDERATION OF RENEWAL OF CONTRACT WITH FOLGER GRAPHICS FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS
Staff Report: Attached
- 5-15. **CONSIDER APPROVING AN EXTENSION OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT FOR A GRANT-FUNDED PROJECT TO BUY 3-POSITION BIKE RACKS FOR METRO BUSES**
Staff Report: Attached

5-16. CONSIDERATION OF CONTRACT RENEWAL WITH DRIVER ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE

Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

Presented by: Chair Keogh

Staff Report: Attached

THIS PRESENTATION WILL TAKE PLACE AT THE JUNE 24, 2005 BOARD MEETING

7. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FY 05-06 FINAL BUDGET

Presented By: Elisabeth Ross, Finance Manager

Staff Report: **ATTACHMENT "H" IS INCLUDED IN THE JUNE 24, 2005 BOARD PACKET**

8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH COLLEEN CROSBY AND BRONSON BAKER D/B/A BREW BAR FOR A KIOSK SPACE AT PACIFIC STATION

Presented By: Margaret Gallagher, District Counsel

Staff Report: Attached

9. DELETED: ACTION TAKEN AT THE JUNE 10, 2005 BOARD MEETING

(ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY TRANSIT CENTER REDEDICATION CEREMONY: JUNE 10, 2005 AT 12:00 P.M.)

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES WITH PAT PIRAS CONSULTING

Presented By: Tom Stickel, Maintenance Manager

Staff Report: Attached

11. CONSIDERATION OF A REQUEST FOR A CHANGE ORDER IN THE AMOUNT OF \$265,106.00 FROM RNL DESING, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATED TO CHANGES IN THE DESIGN OF THE METROBASE PROJECT

Presented By: Frank Cheng, Project Manager

Staff Report: Attached

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

13. 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 REAL PROPERTY NEGOTIATOR

(Pursuant to Government Code Section 54956.8)

Property: 25 Sakata Lane

Negotiating parties: Leslie White, Santa Cruz METRO

Under Negotiation: Price and Terms

SECTION III: RECONVENE TO OPEN SESSION

14. 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: June 24, 2005
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: MATERIAL FOR THE JUNE 24, 2005 BOARD MEETING AGENDA

SECTION I: **OPEN SESSION:**

CONSENT AGENDA:

- ADD TO ITEM #5-1** APPROVE REGULAR BOARD MEETING MINUTES OF MAY 13 AND MAY 27, 2005
(REPLACE page 5-1.5 with the REVISED page 5-1.5 of the May 13, 2005 Minutes and insert the May 27, 2005 Minutes)
- ADD TO ITEM #5-3** ACCEPT AND FILE MAY 2005 RIDERSHIP REPORT
(Insert Page 1 of the May Ridership Report)
- INSERT ITEM #5-6** ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2005 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)
- INSERT ITEM #5-12** CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06
(Insert Staff Report)
- DELETE ITEM #5-13** CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 05-06
(Will be included in the July Board Packet)
- ADD ITEM #5-15** **CONSIDER APPROVING AN EXTENSION OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT FOR A GRANT-FUNDED PROJECT TO BUY 3-POSITION BIKE RACKS FOR METRO BUSES**
(Insert Staff Report)
- ADD ITEM #5-16** **CONSIDERATION OF CONTRACT RENEWAL WITH DRIVER ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE**
(Insert Staff Report)

REGULAR AGENDA:

- ADD TO ITEM #7** CONSIDERATION OF ADOPTION OF **RESOLUTION** APPROVING FY 05-06 FINAL BUDGET
(Insert Attachment "H")
- DELETE ITEM #9** **DELETED: ACTION TAKEN AT THE JUNE 10, 2005 BOARD MEETING**
(ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY TRANSIT CENTER REDEDICATION CEREMONY: JUNE 10, 2005 AT 12:00 P.M.)
- ADD ITEM #10** **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES WITH PAT PIRAS CONSULTING**
(Insert Staff Report)
- ADD ITEM #11** **CONSIDERATION OF A REQUEST FOR A CHANGE ORDER IN THE AMOUNT OF \$265,106.00 FROM RNL DESING, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATED TO CHANGES IN THE DESIGN OF THE METROBASE PROJECT**
(Insert Staff Report)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

May 13, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, May 13, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Rotkin called the meeting to order at 9:09 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Dene Bustichi
Mike Keogh
Ex-Officio Wes Scott

STAFF PRESENT

Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General 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

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

Piet Canin, Santa Cruz Area TMA
Jim Danaher, Sierra Club
Jeff Le Blanc, MAC

Will Regan, VMU
Bob Yount, MAC/MASTF/E&D TAC

2. ORAL AND WRITTEN COMMUNICATION

Oral:

Vice Chair Rotkin announced that action was requested today on Item #5-12.

5-1.1

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

4. **ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

None.

CONSENT AGENDA

5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 8 AND 22, 2005**

No questions or comments.

5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**

No questions or comments.

5-3. **ACCEPT AND FILE APRIL 2005 RIDERSHIP REPORT**

Page 1 of the April Ridership Report will be included in the May 27, 2005 Board Packet.
No questions or comments.

5-4. **CONSIDERATION OF TORT CLAIMS: None**

5-5. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MAY 18, 2005 AND MINUTES OF MARCH 16, 2005**

Director Harlan asked if there were any Capitola residents on the MAC. Mark Dorfman responded saying there currently were none and that former Director Norton had appointed Paul Marcelin-Sampson, who resides the City of Santa Cruz. There are two vacancies on the MAC and Staff will forward a MAC application to Director Harlan. Jeff Le Blanc commented that a woman of color would be preferred.

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

No questions or comments.

5-7. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2005**

Director Reilly asked how the public is made aware of bicycle parking for those that may want to leave their bike downtown and take the Highway 17. Mark Dorfman replied that Staff would contact the City of Santa Cruz regarding the City's enclosed lockers and make sure that the information is available at METRO's Customer Service and info booth.

5-1.2

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF FEBRUARY 2005

Vice Chair Rotkin pointed out that the operating efficiency numbers are improving. Jeff Le Blanc suggested that this information be included as part of the response to the SCCRTC regarding the PCTF recommendations.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF MARCH 2005

Mark Dorfman reported that Staff had made changes to this report to make it more accurate. The charts now reflect only school-term days for Students and only weekdays for Faculty /Staff.

Director Reilly asked if METRO has access to the database of student addresses in order to determine if bus service is accurately reflecting where students live. Mr. Dorfman said he thought Larry Pageler had that information and a geographical map that Staff could try to layer with the map of current routes to see where the stops line up with the addresses.

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 APRIL 2005 MEETING

No questions or comments.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VEHICLE MAINTENANCE CONTRACT, INC. FOR BUS ENGINE FILTERS

Summary:

Tom Stickel reported that this is a Regional Transit Coordinating Council (RTCC) purchase agreement that has been awarded to Vehicle Maintenance Program, which has been the provider in the past. The two-year contract is for air, fuel and oil filters.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a two-year, firm fixed price contract with Vehicle Maintenance Program, Inc. for bus air, fuel and oil filters.

Motion passed unanimously with Directors Beautz, Bustichi and Keogh being absent.

5-1.3

5-13. CONSIDERATION OF APPROVAL OF CHANGES TO THE CLASS SPECIFICATION (JOB DESCRIPTION) FOR FLEET MAINTENANCE SUPERVISOR AND FACILITIES MAINTENANCE SUPERVISOR

Discussion:

Director Tavantzis reported that the City of Watsonville had just updated its job descriptions which now include the physical requirements as required by the ADA and commented that she did not see them in these two descriptions.

Robyn Slater replied that she was not aware of such a requirement, but could provide that information if it was requested. Margaret Gallagher clarified that it was not a legal requirement that the essential functions of the job need to be included in the description, but in trying to defend in court any decisions that were made regarding reasonable accommodation for example, the court would look at the job description.

Director Harlan prefers that a job description not include a driver's license requirement unless it really is required to perform the job. Robyn Slater said it is required for these two positions

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the May 27, 2005 Board Meeting.

7. PUBLIC HEARING ON FY 05-06 DRAFT FINAL BUDGET

Summary:

Elisabeth Ross reported that last year the Board had adopted a 2-year budget. The FY 05-06 draft final budget is the updated version of the 2nd year. A budget review with Union representatives will be held next week to answer any questions line by line and the public will have an opportunity to comment at the Public Hearing on May 27th.

Discussion:

Director Reilly asked about the Cabrillo contract and suggested that there may be an opportunity for the new president to have a more enlightened attitude and approach to public transit on campus. Mark Dorfman offered to arrange a meeting to inform him of METRO's services.

5-1.4

8. **CONSIDERATION OF THE RECOMMENDATION FROM THE METRO ADVISORY COMMITTEE TO SUPPORT AN APPLICATION BY THE SANTA CRUZ AREA TRANSPORTATION MANAGEMENT ASSOCIATION TO THE MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT FOR FUNDS TO INITIATE A FOLDING BIKE/BUS PASS SUBSIDY PROGRAM AND TO CLARIFY THAT FOLDING BIKES UNDER 5 FEET IN LENGTH ARE ALLOWED TO BE TRANSPORTED INSIDE OF METRO BUSES**

Discussion:

Director Reilly commented that this seems to be a great idea that the Board should support and asked if there was any specific language that would be problematic. Mark Dorfman clarified that Staff is recommending avoiding that issue by simply saying it fits the current 5-foot maximum length requirement for baggage. The only concern he has heard is that the width is not defined. Mr. Dorfman explained that this is basically a pilot program to see if people will in fact use this type of incentive to go out and purchase a folding bike for commute purposes.

DIRECTOR BEAUTZ ARRIVED

Jeff Le Blanc reported that MAC had a demonstration and he supports this program as a commuter solution because the bikes fold up incredibly small, with some as small as a briefcase and almost all of them fold up smaller than a baby stroller.

Director Spence requested that something in writing be developed specifically for the folding bikes and where they would be stored inside the buses. Piet Canin **mentioned and Bob Yount** offered to bring a videotape of the demonstration that MAC saw for the Board to view at its May 27th meeting. Mr. Canin encouraged the Board to support this program which would be limited to a total of only 175 people receiving subsidies for the bike purchases.

Jim Danaher added that in order to qualify for the subsidy, the recipient would have to purchase a bus pass. Director Spence asked for something in writing regarding this obligation.

9. **CONSIDERATION OF AUTHORIZING A JOINT GRANT APPLICATION WITH MONTEREY-SALINAS TRANSIT TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR A BUS RAPID TRANSIT FEASIBILITY STUDY**

Summary:

Mark Dorfman reported that this would be a joint application with MST for \$80,000.00 in regional funds for a preliminary Bus Rapid Transit Feasibility Study with no local match required. METRO and MST would each designate one or two corridors in their local areas to conduct the study and possibly one joint corridor to see if it makes any sense to connect the two areas. METRO would propose evaluating Soquel Avenue between downtown Santa Cruz and Cabrillo College and/or Bay Street to UCSC as local corridors with potential for BRT service.

Discussion:

Directors Beautz and Harlan expressed concern and would not support the study if it means dedicating a lane of Soquel Avenue to buses or losing parking. Mr. Dorfman explained that the Air District encouraged METRO to participate in this very preliminary analysis that is just looking at the feasibility of doing the BRT study.

Direction: Directors Beautz, Reilly and Vice Chair Rotkin directed Staff to provide additional information describing what BRT means and what the study may include before the Board takes any action.

10. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR MAY 27, 2005 – CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVE, CAPITOLA

Vice Chair Rotkin announced that the May 27, 2005 Board meeting will be held at the Capitola City Council Chambers at 420 Capitola Avenue. Parking passes will be delivered with the May 27th Board Packets.

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with their Labor Negotiator.

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Rotkin adjourned to Closed Session at 10:04 a.m. and reconvened to Open Session at 10:22 a.m.

SECTION III: RECONVENE TO OPEN SESSION

12. 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 10:23 a.m.

Respectfully submitted,


CINDI THOMAS
Administrative Services Coordinator

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

May 27, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, May 27, 2005 at the Capitola City Council Chambers, 420 Capitola Avenue, Capitola, CA.

Chair Keogh called the meeting to order at 9:01 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Dene Bustichi
Mike Rotkin
Ex-Officio Wes Scott

STAFF PRESENT

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

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Les White, General Manager

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

Jan van Boeschoten, Property Owner
Robert Burke, ITS Bus
Ron Dean, UTU
Scott Kennedy, ITS Bus ??
Paul Marcelin-Sampson, MAC/MRU
John Mellon, VMU

Ian McFadden, SEA
Bonnie Morr, UTU
Gloria Sushereba, Transit User
Bob Yount, MAC/MASTF/E&D TAC
Amy Weiss, Spanish Interpreter

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | |
|-----------|----------------------------------|--|
| a. | <u>Jan van Boeschoten</u> | <u>Re: MetroBase Phase II Concerns</u> |
| b. | <u>Piet Canin, TMA</u> | <u>Re: Folding Bikes Bus Pass Subsidy</u> |

Oral:

Jan van Boeschoten expressed concern about the impact that Phase II of the MetroBase Project may have on the properties that he and 3 other parties own within the Phase II area.

DIRECTOR BEAUTZ ARRIVED

Direction: Chair Keogh directed Staff to contact Mr. van Boeschoten later this year to answer any questions he may have.

Oral:

Director Spence requested that Item #2-b be moved for consideration with Item #8.

Paul Marcelin-Sampson, representing Metro Riders Union, urged the Board to send a strong message opposing the \$24 monthly passes for UCSC employees; pointed out several errors in the newest *Headways*; and urged the Board to consider communicating with the Hwy 17 JPA partners to coordinate better connections between the services at Diridon Station. Mr. Marcelin-Sampson provided a document identifying specific Hwy 17 trips which is attached to the file copy of these minutes.

Director Spence presented Chair Keogh with a framed receipt for returning a copy of *Headways* to her that Director Tavantzis had made Spanish corrections in.

Director Harlan welcomed everyone to Capitola and encouraged using the bus or free shuttle when visiting.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, thanked Director Harlan for encouraging the use of public transit.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

SECTION I:

OPEN SESSION:

INSERT ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert Written Communications)

CONSENT AGENDA:

ADD TO ITEM #5-3

ACCEPT AND FILE APRIL 2005 RIDERSHIP REPORT
(Insert Page 1 of the April Ridership Report)

DELETE ITEM #5-12 CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VEHICLE MAINTENANCE CONTRACT, INC. FOR BUS ENGINE FILTERS
(Action taken at the May 13, 2005 Board Meeting)

REGULAR AGENDA:

ADD TO ITEM #9 CONSIDERATION OF AUTHORIZING A JOINT GRANT APPLICATION WITH MONTEREY-SALINAS TRANSIT TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR A BUS RAPID TRANSIT FEASIBILITY STUDY

(Insert Additional Documentation)

DELETE ITEM #10 ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR MAY 27, 2005 – CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVE, CAPITOLA

(Action taken at the May 13, 2005 Board Meeting)

ADD ITEM #11 **CONSIDERATION OF THE ISSUANCE OF AN INVITATION FOR BIDS FOR THE CONSTRUCTION OF PHASE I OF THE METROBASE PROJECT AND AN EXPRESSION OF INTENT TO USE SALES TAX BACKED DEBT TO SUPPORT CASH FLOW NEEDS AND TO REPLACE FUNDS LOST TO A DEFAULT OF STATE OR FEDERAL FUNDS**

(Insert Staff Report. There will also be an oral presentation.)

ADD ITEM #12 **CONSIDERATION OF STATUS OF FEDERAL REAUTHORIZATION LEGISLATION AND AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO SEND A LETTER REQUESTING EXPEDITIOUS ACTION FOR THE PASSAGE OF NEW FUNDING LEGISLATION TO THE MEMBERS OF CONGRESS THAT REPRESENT SANTA CRUZ COUNTY**

(Insert Staff Report)

ADD ITEM #13 **CONSIDERATION OF AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO SEND A LETTER OF SUPPORT FOR SB1024 WHICH WOULD AUTHORIZE THE SUBMISSION OF A \$7.7 BILLION OBLIGATION BOND INITIATIVE TO THE VOTERS OF CALIFORNIA IN ORDER TO FUND TRANSPORTATION PROJECTS**

(Insert Staff Report)

ADD ITEM #14 **CONSIDERATION OF TRANSMITTING A LETTER TO SUPPORT THE APPLICATION OF THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS TO THE MONTEREY BAY AREA UNIFIED AIR POLLUTION CONTROL DISTRICT FOR GRANT FUNDS TO SUPPORT A DEMONSTRATION PROJECT TO DEVELOP A TRANSIT BUS HYBRID ENGINE ASSIST**

(Insert Staff Report)

ADD ITEM #15 **ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY TRANSIT CENTER REDEDICATION CEREMONY**
(Oral Announcement – No Documentation)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 8 AND APRIL 22, 2005
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE APRIL 2005 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: None.
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MAY 18, 2005 AND MINUTES OF MARCH 16, 2005
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2005 AND APPROVAL OF BUDGET TRANSFERS
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2005
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF FEBRUARY 2005
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF MARCH 2005
- 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 APRIL 2005 MEETING
- 5-12. DELETED: Action taken at the May 13, 2005 Board Meeting (CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VEHICLE MAINTENANCE CONTRACT, INC. FOR BUS ENGINE FILTERS)
- 5-13. CONSIDERATION OF APPROVAL OF CHANGES TO THE CLASS SPECIFICATION (JOB DESCRIPTION) FOR FLEET MAINTENANCE SUPERVISOR AND FACILITIES MAINTENANCE SUPERVISOR

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR HINKLE

Approve the Consent Agenda

Motion passed by unanimously with Directors Bustichi and Rotkin being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employee was awarded a longevity certificate for his years of service:

TWENTY-FIVE YEARS

John L. Aspesi, Fleet Maintenance Supervisor

7. PUBLIC HEARING ON FY 05-06 DRAFT FINAL BUDGET

Summary:

Elisabeth Ross explained that today's Public Hearing gives the public an opportunity to comment on the FY 05-06 draft final budget, which is the second year of a 2-year budget. Ms. Ross showed a PowerPoint presentation giving a synopsis of the projected Operating Revenues and Expenses and reported that three staffing changes are being proposed: hiring an additional Accounting Technician in Finance July 1st, not filling the Facilities Maintenance Manager position, and restoring the Assistant Human Resources Manager position effective January 1, 2006 – all with no net increase to the budget.

The Board will see the final budget to consider for adoption in June.

Les White explained that METRO's internal activities will be restructured with the new Assistant HR Manager taking over most of the supervision of day-to-day HR activities and the HR Manager focusing on duties such as investigations, hearings, and grievance activity that are currently carried out by the General Manager and Assistant General Manager, which will help bring their schedules back under control by freeing up their time and enabling them to focus on their responsibilities that are currently not receiving attention.

Discussion:

Directors Stone and Reilly requested that a breakdown of the Carry-Over, more information on the Reserve Balances and an analysis of the ParaCruz Budget be included in the June 10th Board Packet.

DIRECTOR SKILLICORN ARRIVED

CHAIR KEOGH OPENED THE PUBLIC HEARING AT 9:35 A.M.

Ian McFadden, SEA: expressed that the Union is concerned about the proposed HR Assistant Manager position. Mr. McFadden stated that the Finance Department has two managers managing 5 employees, the IT Department has two managers managing 3 employees and the HR Department will now have two managers managing 3 employees. The Union's position is that adding another manager at this point is a little much in light of the budget deficit. Mr. McFadden stated it disturbs him that the General Manager and Assistant General Manager will be shifting the employee-related issues to HR.

Mr. McFadden stated that the Union was not consulted regarding the proposed Accounting Technician position and that the Union is also concerned about the Paratransit budget because it appears to be well over \$500,000 over what was projected when METRO took it in-house.

Paul Marcelin-Sampson, Metro Riders Union: congratulated METRO on its very transparent budget process, explaining that other Bay Area agencies and their Boards often do not see the information until months after the budget is approved.

Mr. Marcelin-Sampson supports the proposed HR Assistant Manager position; stated that Paratransit costs can be contained if no special exceptions are made, pointing out that 10% of METRO's budget is serving 2% of riders; and urged the Board to consider tying future fare increases to the CPI, pointing out that the characterizations of the fare increases in the budget are incorrect and should be revised to reflect the actual inflationary experience.

Bonnie Morr, UTU: expressed that the Union is concerned about the Assistant HR Manager position, stating that Operations does not have a Manager and that many of the employee-related items Mr. White mentioned earlier could probably be mitigated by a full-on Manager of Operations who has some kind of background, understanding and responsibility towards the jobs performed at Operations.

Ms. Morr also asked for clarification as to the savings of taking Paratransit in-house compared to what METRO was paying Community Bridges to provide the service, not including the start-up costs.

Ms. Morr also stated that the drivers are burning out working seven days per week and overtime and that METRO should hire more drivers before filling any other positions.

Manny Martinez, PSA: clarified that although everyone is aware that there currently is no Operations Manager, the Base Superintendent provides leadership with over 35 years of experience and a lot of issues in the Operations department are handled at that level.

Gloria Sushereba, Transit User: stated that she uses both fixed route and ParaCruz service and feels that METRO should put every available penny towards continuing to improve the wonderful service it provides. Ms. Sushereba expressed concern about the full-sized buses negotiating curves on Hwy 9 and said she feels that although the METRO drivers provide excellent service, overworked drivers are a danger to passengers.

CHAIR KEOGH CLOSED THE PUBLIC HEARING AT 9:55 A.M.

Discussion:

Several Directors requested that METRO's comprehensive response to the Task Force recommendations includes clarifying all that METRO is doing above and beyond the ADA requirements and the approximate costs related to providing these additional services.

8. **CONSIDERATION OF THE RECOMMENDATION FROM THE METRO ADVISORY COMMITTEE TO SUPPORT AN APPLICATION BY THE SANTA CRUZ AREA TRANSPORTATION MANAGEMENT ASSOCIATION TO THE MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT FOR FUNDS TO INITIATE A FOLDING BIKE/BUS PASS SUBSIDY PROGRAM AND TO CLARIFY THAT FOLDING BIKES UNDER 5 FEET IN LENGTH ARE ALLOWED TO BE TRANSPORTED INSIDE OF METRO BUSES**

Summary:

Les White reported that the METRO Advisory Committee (MAC) has held several discussions and received presentations over the past few months with regard to allowing folding bicycles inside of buses. The Santa Cruz Area Transportation Management Association (SCATMA) is submitting an application for funds to the Monterey Bay Unified Air Pollution Control District (MBUAPCD) for a folding bike/discounted bus pass subsidy program. MAC is recommending that the Board allow folding bikes less than five feet in length inside buses, clarify the policy and language in *Headways* with regard to folding bikes, and support the application for funds that the SCATMA is submitting to the MBUAPCD.

Discussion:

Paul Marcelin-Sampson, speaking on a personal basis, reported that he had dialog with three Board Members and that there were some reservations concerning sizing issues, courtesy and priority issues and most of all, preserving an atmosphere of accessibility for people with disabilities so there would be no conflict over the use of the securement area.

Mr. Marcelin-Sampson suggested that the Board approve the recommendation and authorize Staff to modify the policy as needed. He and Director Spence came up with the following five key points: 1) never storing bikes in the securement area; 2) no folding bike in the bus when all of the seats are occupied; 3) marking the accessible dimensions of a folding bike on the front of buses to avoid confrontation with the drivers; 4) one seat per passenger; and 5) the need for securing the bikes properly.

Gloria Sushereba suggested installing bike racks on the back of buses and expressed concern about using the wheelchair securement area to store the bikes.

Bob Yount, MAC Vice Chair, showed a short video demonstrating several different folding bikes inside a METRO bus.

Piet Canin showed the Board an actual folding bike, clarified that the maximum subsidy would be \$250 and that a subsidy recipient would be required to purchase two monthly bus passes at a reduced rate of \$30 for two months, with the grant subsidizing METRO for the full price of the passes.

Director Spence stated she does not support using the wheelchair securement area for the bikes, wants the bikes restrained with a strap to prevent them from becoming projectiles and wants people bringing bikes inside the buses properly trained on the procedure. Director Spence would also like a report back to the Board six to eight months into the program, which Mr. Canin reported would begin in the fall.

Chair Keogh wants specific criteria for a folding bike to be eligible included in the policy.

Les White offered to bring back revised language to the Board in July for inclusion in the August *Headways*.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY

Adopt Staff recommendation and direct Staff to bring back revised language for *Headways* in July to address some of the definitional issues to give the Board another chance to see it and set the policy through a motion and formal Board direction.

Les White said Staff would also look at the issue of pre-approval, which may include a training video and sticker signifying that the person had been properly trained and that the bike meets criteria to be inside the buses.

Chair Keogh proposed a friendly amendment to keep the bikes out of the securement area absolutely, which was accepted by the maker of the motion, but denied by the second. Director Reilly prefers that the language apply equally to anyone who brings anything on the bus.

Mark Dorfman clarified that METRO exceeds the ADA standards by providing oversized wheelchair securement areas, which was shown in the video accommodating both a folding bike and a wheelchair.

Motion passed by with Directors Keogh and Spence voting no and Directors Bustichi and Rotkin being absent.

9. **CONSIDERATION OF AUTHORIZING A JOINT GRANT APPLICATION WITH MONTEREY-SALINAS TRANSIT TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR A BUS RAPID TRANSIT FEASIBILITY STUDY**

Summary:

Mark Dorfman stated that pages 9.3 – 9.6 were additional information that the Board had requested at the May 13th meeting and directed that Board to see the chart on page 9.6 of System Performance utilizing many different characteristics of BRT.

Director Beautz stated she would support it for the UC area but not Soquel. Several Directors, Paula Marcelin-Sampson, Ian McFadden, Bob Yount and Bonnie Morr all made positive comments in support of the feasibility study.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY

Authorize Staff to work with Monterey Salinas Transit as the lead agency to develop and submit to the Air District a joint application requesting AB 2766 funds for a Bus Rapid Transit feasibility study

Motion passed unanimously with Directors Bustichi and Rotkin being absent.

11. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF AN INVITATION FOR BIDS FOR THE CONSTRUCTION OF PHASE I OF THE METROBASE PROJECT AND AN EXPRESSION OF INTENT TO USE SALES TAX BACKED DEBT TO SUPPORT CASH FLOW NEEDS AND TO REPLACE FUNDS LOST TO A DEFAULT OF STATE OR FEDERAL FUNDS

Summary:

Frank Cheng gave a PowerPoint presentation and reported that the Design and Engineering Phase of the MetroBase Project is complete.

DIRECTORS HARLAN AND SKILLICORN LEFT THE MEETING

Nearly \$12 million in anticipated state and federal funds have not been received yet. In order to issue the Invitation for Bids for the Construction Phase, it is necessary for METRO to identify a source of funds that is controlled by the Board. Expressing an intent to use sales tax backed debt to replace funds lost by a default of state or federal government is not acting at this time – rather it is indicating to potential contractors that METRO is committed to completing this project. The use of sales tax backed debt would have a negative effect on future operating budgets and require service cuts. Les White explained that the worst case scenario would be for METRO to borrow the full \$12 million which would require an \$800,000 - \$900,000 payment per year.

Discussion:

Bonnie Morr expressed tremendous concern and sadness that the Board is being asked to use operating funds, if necessary, in order to build MetroBase. Ms. Morr stated that the Board has never been able to make the appropriate MetroBase decisions and that she is sad to see it has come down to the level of mortgaging METRO's service and operators rather than dropping MetroBase, which is already too small.

Paul Marcelin-Sampson agreed with Bonnie Morr and blamed both current and past Board members for not making the right choices. Mr. Marcelin-Sampson stated that discussion of doubts to obtain funding and accepting bids should take place in closed session.

John Mellon also agreed with Ms. Morr and stated that MetroBase is needed and that he would like to see a more hands-on approach from the Board – maybe an oversight committee. Mr. Mellon stated that Staff is overworked and that MetroBase should not be built at the expense of losing METRO's operations, jobs or service.

Manny Martinez agreed that although MetroBase is needed, mortgaging METRO's future is not the way to do it. Mr. Martinez does not want to see a new building with nobody in it.

Ian McFadden stated that he has been advocating for MetroBase since 1992 and that although he took the job of Transit Planner to add service, METRO has been cutting service for the past four years. Mr. McFadden believes that the Board is taking a big risk counting on outside agencies and making funding decisions at the expense of METRO.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SPENCE

Authorize Staff to issue an Invitation for Bids (IFB) for the construction of Phase I of the MetroBase Project and express the intent of the Board to use sales tax backed debt to support cash flow needs and to replace funds lost as a result of a default by the state or federal government.

Director Beautz stated that METRO is in a difficult situation and needs to move forward despite the risks. This project would not be accomplished without state and federal money which is controlled by state and federal governments and METRO is always at risk, to some degree, by what they do. She agrees with all the comments made and also knows the District will save money once this project is complete.

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

TO MAINTAIN A QUORUM, CHAIR KEOGH TOOK CLOSED SESSION OUT OF ORDER AT THIS TIME

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

The Board will be discussing SEIU and UTU Labor Negotiations with their Labor Negotiator.

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Keogh adjourned to Closed Session at 11:55 a.m. and reconvened to Open Session at 12:19 p.m.

SECTION III: RECONVENE TO OPEN SESSION

18. REPORT OF CLOSED SESSION

There was nothing to report at this time.

12. CONSIDERATION OF STATUS OF FEDERAL REAUTHORIZATION LEGISLATION AND AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO SEND A LETTER REQUESTING EXPEDITIOUS ACTION FOR THE PASSAGE OF NEW FUNDING LEGISLATION TO THE MEMBERS OF CONGRESS THAT REPRESENT SANTA CRUZ COUNTY

No questions or comments.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SPENCE

Accept the report regarding the status of Federal Reauthorization Legislation and authorize the General Manager to send a letter to the Members of Congress that represent Santa Cruz County indicating the necessity of taking expeditious action in passing a bill.

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

13. CONSIDERATION OF AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO SEND A LETTER OF SUPPORT FOR SB1024 WHICH WOULD AUTHORIZE THE SUBMISSION OF A \$7.7 BILLION OBLIGATION BOND INITIATIVE TO THE VOTERS OF CALIFORNIA IN ORDER TO FUND TRANSPORTATION PROJECTS

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR STONE

Authorize the Chair of the Board of Directors to send a letter of support to the Members of the State Legislature representing Santa Cruz County supporting the passage of AB 1024, which includes Prop 42 Loan Repayment Fund, which would authorize the submission of a \$7.7 billion bond issue to the voters of California in order to fund transportation projects.

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

14. CONSIDERATION OF TRANSMITTING A LETTER TO SUPPORT THE APPLICATION OF THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS TO THE MONTEREY BAY AREA UNIFIED AIR POLLUTION CONTROL DISTRICT FOR GRANT FUNDS TO SUPPORT A DEMONSTRATION PROJECT TO DEVELOP A TRANSIT BUS HYBRID ENGINE ASSIST

Summary:

Les White reported that AMBAG has indicated it would be the applicant and grantee for ITS Bus to develop and implement a transit hybrid engine assist that would reduce fuel consumption and particulate matter exhaust pollution.

Discussion:

Scott Kennedy of ITS Bus said that Nick Papadakis at AMBAG is very excited about this concept and thought it would be helpful to have an endorsement from METRO's Board. Mr. Kennedy clarified that "transit bus" should be changed to "public transit vehicle" since it may be demonstrated on a van.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR STONE

Authorize the Chair of the Board of Directors to transmit to the Monterey Bay Unified Air Pollution Control District supporting an application by AMBAG for funds for a Demonstration Program designed to develop a public transit vehicle hybrid engine assist.

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

15. ORAL ANNOUNCEMENT: NOTIFICATION OF SCOTTS VALLEY TRANSIT CENTER REDEDICATION CEREMONY

Chair Keogh announced that at noon on Friday, June 10th there would be a Rededication Ceremony at the Scotts Valley Transit Center renaming the Center in honor of Bart Cavallaro.

ADJOURN

There being no further business, Chair Keogh adjourned the meeting at 12:29 p.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN T1 ,IT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
13519P05/01/05		-63.00	894	AMOLSCH, MARILYN		4893	VOID CHECK	-63.00	PRE-PAID
15102	05/13/05	401.42	001002	ORACLE CORPORATION		4688	SW SUPRT/CORPTIME	401.42	
15103	05/13/05	58.32	001018	CABRILLO SAND & GRAVEL		4643	REPAIRS/MAINTENANCE	58.32	
15104	05/13/05	5,132.79	001029	GOLDEN GATE SYSTEMS		4689	12 WRKSTNS/6 MNTRS	5,132.79	
15105	05/13/05	8,505.00	001035	HARRIS & ASSOCIATES		4690	MB MAR05 PROF SVCS	8,505.00	
15106	05/13/05	2,409.52	001036	STANDARD INSURANCE COMPANY		4691	MAY LIFE/AD&D INS	2,409.52	
15107	05/13/05	11,481.16	001043	VISION SERVICE PLAN		4692	MAY VISION INSURANCE	11,481.16	
15108	05/13/05	5,338.14	001048	CRUZ CAR WASH		4693	REV VEH FUEL/PT	4,730.55	
						4694	VEH WASH SVCS/PT	607.59	
15109	05/13/05	2,785.64	001049	TRANS METRO EXPRESS		4695	MAR 05 PT SVCS	917.95	
						4696	APR 05 PT SVCS	1,867.69	
15110	05/13/05	76.64	001052	MID VALLEY SUPPLY		4644	CLEANING SUPPLIES	76.64	
15111	05/13/05	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		4645	APR 05 PROF SVCS	125.00	
15112	05/13/05	189.59	001063	NEW FLYER INDUSTRIES LIMITED		4685	REV VEH PARTS	189.59	
15113	05/13/05	75.67	001066	WESCO PERFORMANCE INC.		4646	REV VEH PARTS	75.67	
15114	05/13/05	121.84	001075	SOQUEL III ASSOCIATES	7	4797	RESEARCH ADDTL RENT	121.84	
15115	05/13/05	7,288.40	001076	BROUGHTON LAND, LLC		4697	PLAN FEES/VERNON	7,288.40	
15116	05/13/05	750.00	001090	BLUE DOLPHIN CAFE	7	4698	APR CUSTODIAL SVCS	750.00	
15117	05/13/05	110.42	001112	BRINKS TROPHY SHOPPE	7	4699	LOCAL MEETING EXP	110.42	
15118	05/13/05	333.00	001315	WASTE MANAGEMENT		4700	APR MT HERMON/KINGS	43.82	
						4701	APR KINGS VILLAGE	146.81	
						4702	APR RESEARCH PARK	142.37	
15119	05/13/05	92,142.54	001316	DEVCO OIL		4647	APR 12-30TH FUEL	92,142.54	
15120	05/13/05	410.48	001704	SURTEC SYSTEM, INC.		4648	CLEANING SUPPLIES	410.48	
15121	05/13/05	93.75	001856	BAY COMMUNICATIONS	7	4649	OUT REPAIR PHONES	93.75	
15122	05/13/05	51.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		4703	COPIES/CARDKEY-LGL	51.00	
15123	05/13/05	179.70	001962	LEAGUE OF CALIFORNIA CITIES		4704	CA MUNICIPAL HANDBK	179.70	
15124	05/13/05	330.65	002063	COSTCO		4705	OFFICE SUPPLY/ADM	71.32	
						4706	LOCAL MEETING EXP	14.19	
						4707	PHOTO PROCESS/OPS	31.40	
						4708	PHOTO PROCESS/OPS	40.96	
						4709	PHOTO PROCESS/OPS	36.84	
						4710	PHOTO PROCESS/OPS	24.02	
						4711	PHOTO/MAINT-FACIL	111.92	
15125	05/13/05	358.05	002069	A TOOL SHED, INC.		4712	EQUIPMENT RENTAL	61.05	
						4746	EQUIPMENT RENTAL	297.00	
15126	05/13/05	3,176.76	002106	AMERICAN SUPPLY COMPANY		4652	CLEANING SUPPLIES	3,176.76	
15127	05/13/05	12.49	002161	APPLIED INDUSTRIAL TECH		4713	REPAIRS/MAINTENANCE	12.49	
15128	05/13/05	2,000.00	002267	SHAW & YODER, INC.		4714	MAR LEGISLATIVE SVCS	2,000.00	
15129	05/13/05	2,550.00	002287	CALIFORNIA SERVICE EMPLOYEES		4715	MAY MEDICAL	2,550.00	
15130	05/13/05	960.00	002385	OPTIMUM BUSINESS SERVICES, INC 0		4653	MAINT COPIER/ENC	960.00	
15131	05/13/05	136.54	002459	SCOTTS VALLEY WATER DISTRICT		4716	2/2-4/11 KINGS VLG	28.50	
						4717	2/2-4/11 KINGS VLG	108.04	
15132	05/13/05	68,359.54	002569	COMERICA BANK		4718	WORK COMP FUND	68,359.54	
15133	05/13/05	402.66	002627	CDW GOVERNMENT, INC.		4719	LASERJET PRINTER/IT	402.66	
15134	05/13/05	922.50	002807	WILLIAM AVERY & ASSOCIATES		4720	MAR05 PROF SVCS	922.50	
15135	05/13/05	246.16	004	NORTH BAY FORD LINC-MERCURY		4687	REV VEH PARTS	246.16	
15137	05/13/05	22,366.24	009	PACIFIC GAS & ELECTRIC		4721	3/31-4/29 CNG/E RVR	1,585.01	
						4722	3/31-4/30 CNG/G RVR	10,791.30	

1.2-5

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					4723	4/1-5/2 111 DUB	612.67	
					4724	4/1-4/30 111 DUB	718.25	
					4725	4/1-4/30 VERNON	1,971.08	
					4726	4/1-4/30 370 ENC	274.14	
					4727	4/5-5/4 PACIFIC	932.48	
					4728	4/5-5/4 PACIFIC	506.08	
					4729	4/5-5/4 PACIFIC	250.07	
					4730	3/30-4/28 RODRIGUEZ	1,156.14	
					4731	3/31-4/29 GOLF CLUB	514.66	
					4732	3/31-4/29 GOLF CLUB	1,370.93	
					4733	3/31-4/29 1200 RVR	1,345.83	
					4734	3/31-4/29 1200 RVR	275.32	
					4735	3/30-4/28 RODRIGUEZ	38.84	
					4736	3/27-4/26 SAKATA	10.67	
					4737	3/22-4/26 SAKATA	12.77	
					4753	FINGERPRINTING	40.00	
15138	05/13/05	40.00	014	CABRILLO COLLEGE				
15139	05/13/05	2,366.97	018	SALINAS VALLEY FORD SALES	4654	REV VEH PARTS	1,330.93	
					4686	REV VEH PARTS	1,036.04	
15140	05/13/05	396.77	020	ADT SECURITY SERVICES INC.	4754	MAY ALARMS	396.77	
15141	05/13/05	395.42	023	PACIFIC TRUCK PARTS, INC.	4655	REV VEH PARTS	395.42	
15142	05/13/05	2,673.22	041	MISSION UNIFORM	4742	APR UNIFORMS/LAUN FL	2,205.54	
					4743	APR UNIFORMS/LAUNDRY	467.68	
15143	05/13/05	443.14	043	PALACE ART & OFFICE SUPPLY	4755	OFFICE SUPPLIES	443.14	
15144	05/13/05	75.96	061A	REGISTER PAJARONIAN	4650	CLASSIFIED AD FLEET	75.96	
15145	05/13/05	100.10	074	KENVILLE LOCKSMITHS	4745	APR LOCKS/KEYS	100.10	
15146	05/13/05	7,087.52	079	SANTA CRUZ MUNICIPAL UTILITIES	4756	3/29-4/28 PACIFIC	99.02	
					4757	3/29-4/28 PACIFIC	2,393.48	
					4758	3/26-4/26 GOLF CLUB	842.10	
					4759	3/26-4/26 370 ENC	80.72	
					4760	3/26-4/26 370 ENC	872.90	
					4761	3/26-4/26 1200 RVR	2,109.00	
					4762	3/26-4/26 111 DUB	690.30	
15147	05/13/05	13,739.83	085	DIXON & SON TIRE, INC.	4657	OUT RPR REV VEH FLT	163.30	
					4747	APR TIRES/TUBES FLT	13,247.82	
					4763	APR TIRES PT	328.71	
15148	05/13/05	756.43	107	SAN LORENZO LUMBER	4658	REPAIRS/MAINT/SUPPLY	756.43	
15149	05/13/05	543.68	115	SNAP-ON INDUSTRIAL	4651	SMALL TOOLS FLEET	543.68	
15150	05/13/05	341.51	117	GILLIG CORPORATION	4660	REV VEH PARTS	341.51	
15151	05/13/05	163.24	123	BAY PHOTO LAB	4764	PHOTO PROCESS/PT	163.24	
15152	05/13/05	1,474.15	135	SANTA CRUZ AUTO PARTS, INC.	4748	REV VEH PARTS/SUPPLY	1,474.15	
15153	05/13/05	1,007.75	148	ZEP MANUFACTURING COMPANY	4661	REV VEH PARTS	1,007.75	
15154	05/13/05	533.16	149	SANTA CRUZ SENTINEL	4749	MAR ADVERTISING	533.16	
15155	05/13/05	1,275.89	157	DELL MARKETING L.P.	4765	POWEREDGE SERVER	1,275.89	
15156	05/13/05	2,146.19	161	OCEAN CHEVROLET	4662	REV VEH PARTS FLT	27.06	
					4766	REV VEH PARTS/PT	2,119.13	
15157	05/13/05	1,096.70	166	HOSE SHOP, THE	4744	REPAIRS/MAINTENANCE	631.43	
					4750	PARTS & SUPPLIES	465.27	
15158	05/13/05	93.10	167	KEYSTON BROTHERS	4663	OTHER MOBILE SUPPLY	93.10	
15159	05/13/05	1,057.16	170	TOWNSEND'S AUTO PARTS	4751	REV VEH PARTS/SUPPLY	1,057.16	
15160	05/13/05	2,246.40	180	MANPOWER	4767	TEMP/ADM W/E 4/10	1,094.40	

5-2-2

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						4768	TEMP/ADM W/E 4/17	1,152.00	
15161	05/13/05	337.23	192	ALWAYS UNDER PRESSURE		4664	REPAIRS/MAINTENANCE	198.09	
						4769	REPAIRS/MAINTENANCE	139.14	
15162	05/13/05	224.54	210	HOLIDAY MUFFLER SERVICE		4665	OUT REPAIR/#8035/FLT	104.54	
						4770	OUT RPR REV VEH/PT	120.00	
15163	05/13/05	1,041.85	215	IKON OFFICE SOLUTIONS		4771	COPIER OVERAGE/PT	1,041.85	
15164	05/13/05	228.70	221	VEHICLE MAINTENANCE PROGRAM		4683	REV VEH PARTS	228.70	
15165	05/13/05	11.94	282	GRAINGER		4738	SAFETY SUPPLIES	11.94	
15166	05/13/05	73.39	288	MUNCIE TRANSIT SUPPLY		4666	REV VEH PARTS	58.78	
						4667	REV VEH PARTS	14.61	
15167	05/13/05	153.00	367	COMMUNITY TELEVISION OF		4772	TV COVERAGE 4/22 MTG	153.00	
15168	05/13/05	3,025.25	378	STEWART & STEVENSON		4684	REV VEH PARTS	3,025.25	
15169	05/13/05	613.52	395	APPLIED GRAPHICS, INC.		4668	ENVELOPES-FLEET	167.54	
						4669	BUSINESS CARDS/FLT	445.98	
15170	05/13/05	744.00	432	EXPRESS PERSONNEL SERVICES		4670	TEMP W/E 4/17 FLEET	744.00	
15171	05/13/05	166.94	434	VERIZON WIRELESS-PAGERS		4671	MAY PAGERS	166.94	
15172	05/13/05	3,925.36	448	UNISOURCE		4672	CLEANING SUPPLIES	3,925.36	
15173	05/13/05	4,389.54	480	DIESEL MARINE ELECTRIC, INC.		4673	REV VEH PARTS	2,760.38	
						4674	REV VEH PARTS	1,629.16	
15174	05/13/05	867.00	481	PIED PIPER EXTERMINATORS, INC.		4773	MAR PEST CONTROL/	546.00	
						4774	APR PEST CONTROL/	321.00	
15175	05/13/05	487.20	497B	APTA		4775	OPS MGR CLASS AD	487.20	
15176	05/13/05	175.30	511	LUMINATOR		4675	REV VEH PARTS 170	175.30	
15177	05/13/05	3,886.69	647	GFI GENFARE		4676	REV VEH PARTS	1,076.44	
						4677	REV VEH PARTS	2,445.35	
						4678	REV VEH PARTS	364.90	
15178	05/13/05	126.50	691	EAGLE AUTOMOTIVE		4679	OUT REPAIR OTHER VEH	126.50	
15179	05/13/05	124.22	760	SCMTD PETTY CASH - PARACRUZ		4776	PETTY CASH/PT	124.22	
15180	05/13/05	3,501.93	851	I.M.P.A.C. GOVERNMENT SERVICES		4777	4055019201230422	3,501.93	
15181	05/13/05	345.00	852	LAW OFFICES OF MARIE F. SANG	7	4778	WORKERS COMP CLAIM	210.00	
						4779	WORKERS COMP CLAIM	135.00	
15182	05/13/05	410.13	856	ANGI INTERNATIONAL LLC		4739	REPAIRS/MAINTENANCE	225.70	
						4780	CNG PARTS	184.43	
15183	05/13/05	3,212.82	876	ATCHISON, BARISONO, CONDOTTI &		4781	LEGAL SVCS/MB	1,925.82	
						4782	LEGAL SVCS/SAKATA	1,287.00	
15184	05/13/05	3,600.00	878	KELLY SERVICES, INC.		4783	TEMP/LGL W/E 4/3	960.00	
						4784	TEMP/LGL W/E 4/10	960.00	
						4785	TEMP/LGL W/E 4/17	912.00	
						4786	TEMP/LGL W/E 4/24	768.00	
15185	05/13/05	45,784.94	879	PACIFIC HONDA		4680	QTY 2 HONDA HYBRIDS	45,784.94	
15186	05/13/05	1.75	880	SEISINT, INC.		4787	PROF/TECH SVCS LGL	1.75	
15187	05/13/05	41.00	889	CARROLL, DOLORES		4788	REFUND PT COUPONS	41.00	
15188	05/13/05	3,077.13	909	CLASSIC GRAPHICS		4740	OUT REPAIR REV VEH	2,182.20	
						4741	OUT REPAIR REV VEH	894.93	
15189	05/13/05	455.00	916	DOCTORS ON DUTY		4789	MAR/APR DRUG TEST	455.00	
15190	05/13/05	36.35	932	A.L. LEASE COMPANY, INC.		4790	REPAIRS/MAINTENANCE	36.35	
15191	05/13/05	15,696.24	941	FORTIS BENEFITS INSURANCE CO.		4791	MAY LTD INSURANCE	15,696.24	
15192	05/13/05	1,032.70	950	PARADISE LANDSCAPE	7	4681	PEST CNTRL/SVTC	65.00	
						4682	MAY MAINTENANCE	875.20	
						4792	PEST CNTRL/SVTC	92.50	

5-2-3

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15193	05/13/05	9,247.78	SANTA CRUZ TRANSPORTATION, LLC		4793	APR 05 PT SVCS	9,247.78	
15194	05/13/05	66.00	LYNCH, GLENN		4794	DMV MEDICAL EXAM	66.00	
15195	05/13/05	10.00	CILIBERTO, ANTHONY		4795	VTT FEES	10.00	
15196	05/13/05	52.60	MARIZETTE, HENRY		4796	SETTLEMENT CLAIM	52.60	
15197M05/17/05		1,018.00	STATE BOARD OF EQUALIZATION		4892	APR USE TAX PREPAY	1,018.00	MANUAL
15200	05/27/05	476.95	SBC		4831	MAY PHONES/OPS	86.93	
					4832	MAY PHONES/OPS	390.02	
15201	05/27/05	401.42	ORACLE CORPORATION		4889	REPLACEMENT CHECK	401.42	
15202	05/27/05	62.27	CRUZ CAR WASH		4890	VEH WASH SVCS/PT	62.27	
15203	05/27/05	13,064.91	NEW FLYER INDUSTRIES LIMITED		4798	Rev Veh Parts 2922	2,922.04	
					4799	Rev Veh Parts 2705	2,704.75	
					4800	Rev Veh Parts 1422	1,422.37	
					4801	Rev Veh Parts 425	425.39	
					4802	Rev Veh Parts 48	47.83	
					4803	Rev Veh Parts 2907	2,906.91	
					4804	Rev Veh Parts 2636	2,635.62	
15204	05/27/05	10,930.72	SOQUEL III ASSOCIATES	7	9000336	RESEARCH PARK RENT	10,930.72	
15205	05/27/05	7,590.00	BROUGHTON LAND, LLC		9000337	110 VERNON ST RENT	7,590.00	
15206	05/27/05	68,100.00	NICA DMT, INC.		4833	DEMO 2 BLDGS/MB	68,100.00	
15207	05/27/05	29.76	BRINKS TROPHY SHOPPE	7	4834	UNIFORMS/OPS	29.76	
15208	05/27/05	1,407.05	MACERICH PARTNERSHIP LP	7	9000338	CAPITOLA MALL RENT	1,407.05	
15209	05/27/05	1,157.60	ABBOTT STREET RADIATOR, INC.		4805	Repair Radiator	1,157.60	
15210	05/27/05	373.14	LEXISNEXIS MATTHEW BENDER		4835	CA EMP LAW REL#31	373.14	
15211	05/27/05	66,227.19	DEVCO OIL		4806	May 1-15th Fuel	66,227.19	
15212	05/27/05	157.34	MONTEREY BAY OFFICE PRODUCTS		4836	6/1-8/31 COPIER/ADM	157.34	
15213	05/27/05	232.50	EVERGREEN OIL INC.		4807	Haz Waste Disposal	232.50	
15214	05/27/05	990.00	SANTA CRUZ MEDICAL CLINIC	7	4891	MEDICAL EXAMS	990.00	
15215	05/27/05	621.71	ADCOM/BHS		4837	QTY 8 HEADSETS/PT	621.71	
15216	05/27/05	82.16	OLIVE SPRINGS QUARRY, INC.		4829	INSTALL PCZ GEN	82.16	
15217	05/27/05	51.20	STOODLEY'S SMALL ENGINE SERVIC	7	4808	Repairs/Maintenance	51.20	
15218	05/27/05	84.16	MCI		4838	MAY LONG DIST/PT	70.50	
					4839	MAY LONG DIST/PT	13.66	
15219	05/27/05	3,455.46	SBC/MCI		4840	APR PHONES/IT	92.66	
					4841	APR PHONES/IT	176.67	
					4842	APR PHONES/IT	178.00	
					4843	APR PHONES	2,112.73	
					4844	APR PHONES/PT	256.52	
					4845	APR PHONES/PT	591.29	
					4846	APR PHONES/PT	47.59	
15220	05/27/05	465.88	COSTCO		4847	PHOTO PROCESS/OPS	26.89	
					4848	DESK - FINANCE	438.99	
15221	05/27/05	52,247.83	HINSHAW, EDWARD & BARBARA	7	4809	120 Dubois Ut, In, T	8,743.13	
					4810	120 Dubois Ut, In, T	17,605.11	
					9000339	370 ENCINAL RENT	25,899.59	
15222	05/27/05	13,888.00	IULIANO, NICK	7	9000340	111 DUBOIS RENT	10,888.00	
					9000341	115 DUBOIS RENT	3,000.00	
15223	05/27/05	10,728.37	STOKES SIGNS	7	4811	Reface Signs/Svte	10,728.37	
15224	05/27/05	273.00	FIRST ALARM		4849	OUT REPAIR VCR/OPS	168.00	
					4850	APR DISPATCH SVC/PT	105.00	

5-2.4

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15225	05/27/05	1,362.02	002504	TIFCO INDUSTRIES	4812	Parts & Supplies Flt	1,362.02	
15226	05/27/05	32.00	002567	DEPARTMENT OF JUSTICE	4851	APR FINGERPRINTS	32.00	
15227	05/27/05	600.00	002624	DIGITAL RECORDERS	4813	Rev Veh Parts	600.00	
15228	05/27/05	373.40	002804	LSH LIGHTS	4814	Rev Veh Parts 373	373.40	
15229	05/27/05	8,302.50	002807	WILLIAM AVERY & ASSOCIATES	4852	APR05 PROF SVCS	8,302.50	
15230	05/27/05	3,700.00	002808	IMAGE MOTOR TRANSPORT	4830	Rev Veh Parts	3,700.00	
15231	05/27/05	7.55	002813	APPLIANCE PARTS & EQUIP DIST.	4815	Repairs & Maint Supp	7.55	
15232	05/27/05	211.88	007	UNITED PARCEL SERVICE	4816	Apr/May Freight	211.88	
15233	05/27/05	1,498.42	009	PACIFIC GAS & ELECTRIC	4853	3/31-4/12 1122 RVR	3.33	
					4854	4/14-5/12 PAUL SWT	68.50	
					4855	4/9-5/10 KINGS VLG	510.97	
					4856	4/10-5/10 KINGS VLG	36.63	
					4857	4/14-5/16 RESEARCH	12.29	
					4858	4/14-5/16 RESEARCH	866.70	
15234	05/27/05	2,961.72	013	MCI SERVICE PARTS, INC.	4817	Rev Veh Parts	2,961.72	
15235	05/27/05	12.88	039	KINKO'S INC.	4859	APR PRINTING	12.88	
15236	05/27/05	56.10	041	MISSION UNIFORM	4860	APR UNIF/LAUNDRY PT	56.10	
15237	05/27/05	4.86	042	ORCHARD SUPPLY HARDWARE	4818	Repairs/Maintenance	4.86	
15238	05/27/05	289.95	067	ROTO-ROOTER	4819	Out Repair Bldgs/Imp	289.95	
15239	05/27/05	26.90	079	SANTA CRUZ MUNICIPAL UTILITIES	4861	APR LANDFILL	26.90	
15240	05/27/05	103.56	087	RECOGNITION SERVICES	4862	EMP INCENTIVE 85	103.56	
15241	05/27/05	2,446.19	110	JESSICA GROCERY STORE, INC.	4863	MAY CUSTODIAN SVCS	2,446.19	
15242	05/27/05	97.88	130	CITY OF WATSONVILLE UTILITIES	4864	4/1-5/2 SAKATA	13.45	
					4865	4/1-5/2 RODRIGUEZ	9.50	
					4866	3/31-5/2 SAKATA	74.93	
15243	05/27/05	542.07	135	SANTA CRUZ AUTO PARTS, INC.	4867	PARTS/SM TOOLS PT	542.07	
15244	05/27/05	126.69	149	SANTA CRUZ SENTINEL	4868	MAR ADVERTISING	126.69	
15245	05/27/05	690.63	163	COMMUNITY PRINTERS, INC.	4869	PRINT/PARACRUZ COUPN	690.63	
15246	05/27/05	32.62	172	CENTRAL WELDER'S SUPPLY, INC.	4820	Parts & Supply Flt	32.62	
15247	05/27/05	1,152.00	180	MANPOWER	4870	TEMP/ADM W/E 4/24	1,152.00	
15248	05/27/05	292.62	196	LIFT-U-INC.	4821	Rev Veh Parts	292.62	
15249	05/27/05	228.70	221	VEHICLE MAINTENANCE PROGRAM	4822	Rev Veh Parts 229	228.70	
15250	05/27/05	60.00	271	CARLSON, BRENT D., M.D., INC. 7	4871	MAY DRUG TESTING	60.00	
15251	05/27/05	496.24	294	ANDY'S AUTO SUPPLY	4823	Rev Veh Parts/Supply	496.24	
15252	05/27/05	232.75	422	IMAGE SALES INC.	4872	LAMINATOR/MET	232.75	
15253	05/27/05	2,206.04	432	EXPRESS PERSONNEL SERVICES	4824	Temp W/E 4/24,5/1 F1	607.60	
					4825	Temp W/E 4/24,5/1 F1	1,598.44	
15254	05/27/05	203.66	436	WEST PAYMENT CENTER	4873	CONSTR LITIG HDBK	99.59	
					4874	APR ACCESS CHGS	104.07	
15255	05/27/05	497.14	448	UNISOURCE	4875	COPY PAPER/MET	231.09	
					4876	COPY PAPER/PT	266.05	
15256	05/27/05	297,361.51	502	CA PUBLIC EMPLOYEES'	4879	JUN MEDICAL INS	297,361.51	
15257	05/27/05	191.92	510	ASCOM HASLER LEASING	4877	JUN EQUIP RENTAL	191.92	
15258	05/27/05	27.00	510A	HASLER, INC.	4878	6/1-6/30 RENTAL/PT	27.00	
15259	05/27/05	63.06	566	ARROWHEAD MTN SPRING WATER	4826	April Water	63.06	
15260	05/27/05	4,515.34	664	BAY COUNTIES PITCOCK PETROLEUM	4827	Engine oil/Lub	4,515.34	
15261	05/27/05	43,024.86	875	PACIFICARE DENTAL	4880	JUN DENTAL	43,024.86	
15262	05/27/05	1,152.00	878	KELLY SERVICES, INC.	4881	TEMP/ADM W/E 5/1	192.00	
					4882	TEMP/LGL W/E 5/1	960.00	
15263	05/27/05	16,412.65	881	CHARLES M. SALTER ASSOCIATES,	4883	3/16-4/15 TALK BUS	16,412.65	

5-2.5

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15264	05/27/05	63.00	894 AMOLSCH, MARILYN		4894	REFUND PT COUPONS	63.00	
15265	05/27/05	35.00	E084 RODRIGUEZ, VAL		4828	DMV Fees	35.00	
15266	05/27/05	35.00	E205 CILIBERTO, ANTHONY		4884	DMV FEES	35.00	
15267	05/27/05	35.00	E215 URIZARRI, MIGUEL		4885	DMV FEES	35.00	
15268	05/27/05	45.00	E223 SANCHEZ, ASCENCION		4886	DMV/VTT FEES	45.00	
15269	05/27/05	45.00	E230 ZENKER, JEFFREY		4887	DMV/VTT FEES	45.00	
15270	05/27/05	10.00	E479 LEWIS, PETER		4888	VTT FEES	10.00	
15271	05/27/05	229.97	M003 WYANT, JUDI		9000342	MED INS PREM REIMB	229.97	
15272	05/27/05	254.52	M005 ROSS, EMERY		9000343	MED INS PREM REIMB	254.52	
15273	05/27/05	459.94	M006 VAN DER ZANDE, ED		9000344	MED INS PREM REIMB	459.94	
15274	05/27/05	750.34	M007 BLAIR-ALWARD, GREGORY		9000345	MED INS PREM REIMB	750.34	
15275	05/27/05	1,075.65	M009 FREEMAN, MARY		9000346	MED INS PREM REIMB	1,075.65	
15276	05/27/05	364.49	M010 SHORT, SLOAN		9000347	MED INS PREM REIMB	364.49	
15277	05/27/05	184.57	M016 HICKLIN, DONALD KENT		9000348	MED INS PREM REIMB	184.57	
15278	05/27/05	413.09	M022 CAPELLA, KATHLEEN		9000349	MED INS PREM REIMB	413.09	
15279	05/27/05	179.92	M024 DOBBS, GLENN		9000350	MED INS PREM REIMB	179.92	
15280	05/27/05	75.17	M056 CRUISE, RICHARD		9000351	MED INS PREM REIMB	75.17	
15281	05/27/05	19.93	M057 PARHAM, WALLACE		9000352	MED INS PREM REIMB	19.93	
15282	05/27/05	19.93	M058 POTEETE, BEVERLY		9000353	MED INS PREM REIMB	19.93	
TOTAL		1,037,055.89	COAST COMMERCIAL BANK			TOTAL CHECKS	179	1,037,055.89

5-2.6

**Santa Cruz METRO
May 2005 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 1,345.38	26,569	22,457	1,974	9	36	20	6	138	661	1,121
13	\$ 616.21	13,074	11,149	858	3	16	5	10	85	284	542
15	\$ 1,937.42	39,374	33,943	2,420	6	49	16	6	293	1,046	1,455
16	\$ 5,555.74	85,639	73,967	4,239	37	120	56	17	596	2,285	3,271
19	\$ 1,842.42	27,238	23,162	1,381	11	80	14	40	199	544	1,275
3B	\$ 1,628.05	3,696	362	98	54	111	12	29	286	87	1,856
4	\$ 1,234.78	4,604	263	118	19	156	91	33	143	76	3,046
7	\$ 513.13	1,527	159	50	5	68	15	25	143	25	809
7N	\$ 1,395.02	2,779	558	114	-	60	10	1	160	75	1,013
9	\$ 373.26	556	33	4	1	4	3	-	10	4	262
12A	\$ 277.62	4,827	4,133	360	6	13	8	3	29	135	124
12B	\$ 205.61	4,690	4,178	232	3	1	2	-	30	73	122
20	\$ 2,067.01	20,832	16,612	932	35	96	13	14	435	444	1,459
31	\$ 1,313.82	2,334	85	50	6	22	17	4	118	118	1,224
32	\$ 796.49	1,133	23	6	3	19	4	-	22	22	559
33	\$ 344.98	746	-	-	1	2	1	-	-	26	522
34	\$ 258.65	302	-	-	1	-	-	-	1	1	130
35	\$ 26,974.99	46,196	1,021	560	321	840	184	168	2,038	1,770	25,350
40	\$ 1,550.42	1,992	66	14	42	41	-	16	49	92	950
41	\$ 956.53	1,730	258	151	12	26	-	20	40	152	672
42	\$ 799.89	1,260	241	54	1	27	1	5	38	124	396
53	\$ 597.93	1,118	4	7	13	125	41	10	70	19	616
54	\$ 417.66	803	8	12	4	23	16	2	148	44	362
55	\$ 1,315.30	3,956	58	25	20	83	70	20	1,406	117	1,613
56	\$ 488.85	1,056	5	18	15	36	23	7	259	29	474
66	\$ 10,261.80	16,991	1,003	540	108	514	120	80	889	380	7,691
68	\$ 6,275.03	10,904	1,432	353	116	305	78	37	481	249	4,640
69	\$ 6,348.52	12,441	1,569	549	64	444	102	54	608	400	5,433
69A	\$ 18,278.37	25,439	1,178	647	185	937	237	123	873	699	10,349
69N	\$ 1,666.69	3,241	408	145	-	54	19	3	397	153	1,179
69W	\$ 18,796.59	29,030	1,590	651	205	862	228	149	3,294	823	11,029
70	\$ 3,304.40	8,303	247	156	43	151	81	34	2,830	305	2,867
71	\$ 58,645.70	79,708	2,605	1,261	396	2,410	314	334	9,587	2,683	27,319
72	\$ 4,723.11	5,102	2	32	43	292	18	85	137	142	1,860
74	\$ 3,036.84	3,358	8	13	29	153	8	11	119	36	1,201
75	\$ 9,400.36	9,664	7	21	57	625	36	71	210	256	3,132
76	\$ 1,031.18	1,070	3	11	8	61	2	10	10	19	377
79	\$ 1,759.15	2,022	2	38	20	154	83	43	78	22	764
88	\$ 5.20	18	1	2	-	-	-	-	4	-	8
91	\$ 3,618.05	5,637	158	117	82	72	11	25	926	230	2,003
Unknown	\$ 137.64	307	-	98	19	1	7	6	-	11	8
TOTAL	\$203,723.84	514,962	203,320	18,409	2,057	9,200	1,978	1,530	27,465	14,748	130,939

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 34,993.59	18,013	13	92	105	1,180	38	4,380	70	990	8,928

RIDERSHIP	
Night Owl	4,389
	-
	-
TOTAL	4,389

May Ridership	537,364
May Revenue	\$ 239,134.56

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	1	6	1	6	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	10	1	10	100%
FLYER/LOW FLOOR - 35'	18	3	15	12	3	12	100%
FLYER/HIGH FLOOR - 35'	15	2	13	5	8	5	100%
GILLIG/SAM TRANS - 40'	10	2	8	5	3	8	100%
DIESEL CONVERSION - 35'	15	4	11	11	0	11	100%
DIESEL CONVERSION - 40'	14	4	10	9	1	9	100%
ORION/HIGHWAY 17 - 40'	11	2	9	7	2	7	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%

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF MAY 2005

BUS #	DATE	DAY	REASON
2229CN	17-May	Tuesday	Ramp will not sit on ground
2301OR	23-May	Monday	Lift will not deploy
8081F	3-May	Tuesday	Kneel will not hold
8081F	9-May	Monday	Kneel will not hold
8095F	13-May	Friday	Lift sticks while stowing
9836G	20-May	Friday	Lift ramp not working
9838G	17-May	Tuesday	Bus does not kneel

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.

5-3.3

Service Interruption Summary Report
Lift Problems
05/01/2005 to 05/31/2005

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

5-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Ibarra, Magdalena
Date of Incident: May 5, 2005

Received: 06/03/05 Claim #: 05-0015
Occurrence Report No.: MISC 05-07

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: 6/03/05

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 June 24, 2005.

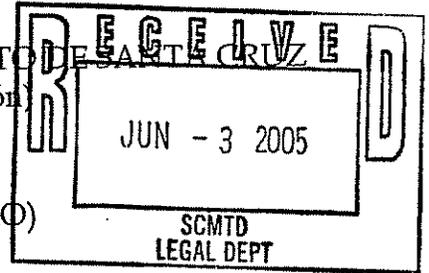
By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.1

RECLAMO CONTRA EL DISTRITO METROPOLITANO DE TRÁNSITO DE SANTA CRUZ
 (Según Sección 910 y Seguimiento de Código de Gobernación)
 Reclamo # 05-0015



Para: Junta Directiva, Santa Cruz Metropolitan Transit District (METRO)

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

1. Nombre del Demandante Magdalena Ibarra
 Dirección del Demandante 23 Crescente Dr.
Watsonville CA 95076
 Teléfono del Demandante (831) 728-1579 cel 359-3209
 Dirección/Caseta Postal a donde enviar notificaciones _____

2. Ocurrencia: Ruta 69A
 Fecha 5-5-05 Hora 9:30 AM Sitio Ocean y Water

3. Circunstancias de la ocurrencia o transacción de donde proviene la demanda:
Aproximadamente
me baje del bus y una pareja se les entrego a Eduardo -
Eran unos unos Sony Walkman + y 14 - Montesinos
14 C.D.S. un porta C.D.S. color rosa

4. Descripción de deudas, obligaciones, lesiones, daños o pérdida, si se sabe:
Eran 14 C.D.S. y un Sony Walkman y
un porta C.D.S. color Rosa

5. Nombre o nombres de empleados públicos que causaron lesiones, daños, o pérdidas, si se sabe: perdida de 14 C.D.S y unos Walkman y
porta C.D.S.

6. Cantidad reclamada ahora \$ 332 dls.
 Presupuesto de futuras pérdidas, si se sabe \$
 TOTAL \$ 332 dls
 7. Base de las computaciones anteriores: 185 dolares mas 14 C.D.S.

Magdalena Ibarra
 FIRMA DEL DEMANDANTE (o Representante
 o Padre/Madre del Menor)

5-29-05
 Fecha

Nota: Esta demanda debe ser presentada a la Secretaria de la Junta Directiva Santa Cruz
 Metropolitan Transit District (METRO) unos walkman y uno CD

cuando me baje del bus y se me olvidaron
en el auto bus y una pareja se las entrego
a Eduardo montesinos y el los llevo a la
oficina. ya no se si estaban
5-4-2

**English Translation of Claim #05-0015
(Translation is italicized)**

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 05-0015

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

Claimant's Name: Magdalena Ibarra

Claimant's Address/Post Office Box: 23 Crescent Drive, Watsonville, CA 95076

Claimant's Phone Number: (831) 728-1579 Cell (831) 359-3209

Occurrence: Route 69 A

Date: 05-05-05 (approximately) Time: 9:00 a.m. Place: Ocean and Water

Circumstances of occurrence or transaction giving rise to claim: I got off the bus and a couple gave them to Eduardo Montesinos. It was some Sony Walkman + and 14 CD's, a pink CD carrying case.

General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: It was 14 CD's and one Sony Walkman and a pink CD carrying case.

Name or names of public employees or employees causing injury, damage, or loss, if known: Loss of 14 CD's and some walkman and CD carrying case.

Amount claimed now \$ 332.00

Estimated amount of future loss, if known \$ _____

TOTAL \$ 332.00

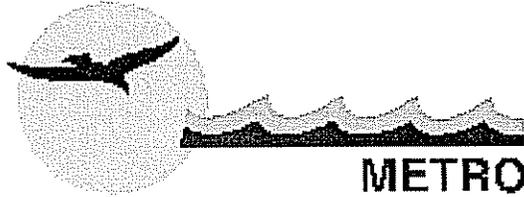
Basis of above computations: \$85.00 dollars plus 14 CD's

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

05-29-05
DATE

When I got off the bus I forgot some Walkman and CD's on the bus and a couple turned them in to Eduardo Montesinos and he took them to the office and then they were no longer there.

5-4.3



Agenda

Metro Advisory Committee

6:00 pm
June 15, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of May 18, 2005 MAC Meeting
- V. Discussion of Holiday Service
- VI. Review Courtesy Rules for Bus Riders
- VII. Consideration of Selling Cards for Bike Lockers at METRO Center
- VIII. Consideration of Placing Signs for MAC in Buses
- IX. Discussion of MetroBase Project
- X. Communications to METRO General Manager
- XI. Communications to METRO Board of Directors
- XII. Items for Next Meeting Agenda
- XIII. Adjournment

Next Meeting: Wednesday July 20, 2005 @ 6:00 pm
Santa Cruz Metro Conference Room

5-5.1

REVISED

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

April 20, 2005

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, April 20, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Paul Marcelin-Sampson called the meeting to order at 6:04 p.m.

1. **ROLL CALL:**

MEMBERS PRESENT

Dan Alper
Norm Hagen
Jeff Le Blanc
Paul Marcelin-Sampson, Chair
Matthew Melzer
Stuart Rosenstein (arrived after roll call)
Dave Williams
Lesley Wright
Robert Yount, Vice-Chair

MEMBERS ABSENT

Dennis Papadopulo

VISITORS PRESENT

Piet Canin, Bike to Work Director
Jim Danaher, Sierra Club

STAFF PRESENT

Steve Paulson, ParaCruz Administrator
Leslie White, General Manager

2. **AGENDA ADDITIONS/DELETIONS**

None.

3. **ORAL/WRITTEN COMMUNICATIONS**

The following items were distributed at tonight's MAC meeting and are attached to the file copy of these Minutes:

1. Complete METRO Organization Charge for Item #5.
2. Supplemental Staff Report for Item #7.
3. Current and proposed route map for Item #12
4. Letter to Les White and Sentinel article for Item #17.

Oral: Lesley Wright advised that MAC member Dennis Papadopulo is absent from the meeting due to a health matter.

4. **CONSIDERATION OF MINUTES OF MARCH 16, 2005 MAC MEETING**

Stuart Rosenstein requested that the MAC Minutes from March 16 be revised to reflect his comments relative to Item 8. Chair Marcelin-Sampson recommended the following sentence be added at the end of Item 8: "There was some discussion of meeting times and outreach to working people."¹ Stuart Rosenstein said that would be fine with him.

¹ This correction was made at Page 3 of the March Minutes

5-5.2

ACTION: MOTION: ROBERT YOUNT SECOND: NORM HAGEN

ACCEPT AND FILE MINUTES OF THE MARCH 16, 2005 MAC MEETING WITH THE REQUESTED CHANGE

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

5. ACCEPT AND FILE METRO ORGANIZATIONAL CHART

Les White distributed a copy of METRO's entire organizational chart.

6. DISCUSSION OF FOLD-UP BIKES ON BUSES

Les White advised that on May 13, 2005, the METRO Board of Directors would consider support of a grant application and a subsidy program for fold-up bikes. Robert Yount read from page 9 of Headways as it pertains to fold-up bikes and jogging bikes on buses: "Folding bikes and jogging bikes are also allowed on buses." Discussion ensued as to the meaning of the word "on" as opposed to "in" as they pertain to carrying bicycles inside the bus or on a bike rack. Piet Canin gave his opinion relative to METRO's carry-on length restrictions. Les White advised that MAC could recommend that the Fall edition of Headways be amended to reflect that the carry-on policy include two-wheel shopping carts, baby strollers, folding bikes, etc., and that they be kept at five feet in length, and that all METRO buses be equipped with front mounted bike racks; and folding bikes smaller than five feet are allowed in the bus.

ACTION: MOTION: JEFF LE BLANC SECOND: DAN ALPER

1) MAC RECOMMENDS THAT HEADWAYS BE AMENDED TO REFLECT THE CARRY ON POLICY TO INCLUDE TWO-WHEEL SHOPPING CARTS, BABY STROLLERS, AND FOLDING BIKES, AND THAT THEY BE KEPT AT FIVE FEET IN LENGTH; AND ALL METRO BUSES BE EQUIPPED WITH FRONT-MOUNTED BIKE RACKS, AND FOLDING BIKES SMALLER THAN FIVE FEET BE ALLOWED IN THE BUS

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

Discussion ensued as to ways METRO could publicize folding bikes on buses. Les White stated that he would make contact with Genevieve Bookwalter at the Sentinel. Piet Canin advised that his organization would receive notification in August as to their grant award through the Monterey Bay Unified Air Pollution Control District. He expects the program will be up and running by fall. He stated that publicity relative to the fold-up bikes would best serve his organization's needs were it to coincide with his grant award. Stuart Rosenstein suggested that the September MAC agenda include publicity. Piet stated that MAC could help secure the grant funding by contacting the Air District Board members from Santa Cruz. Jim Danaher provided details of a two-for-one bus pass coupon that will be available to fold-up bike purchasers.

5-5.3

ITEM 17 WAS TAKEN OUT OF ORDER AT THIS TIME

17. CONSIDERATION OF SPECIAL BUS SERVICE FOR RAIL AND TRAIL DAY

Dan Alper stated his views on transportation corridors and transportation mobility. Discussion ensued relative to the planned Rail and Trail Day. Piet Canin advised that Rail and Trail Day could possibly materialize despite current reports that indicate otherwise. Jeff Le Blanc stated his desire that MAC urge the District's support of Rail and Trail Day. Les White provided budgetary details relative to special bus service for the rail and trail day event.

ACTION: MOTION: JEFF LE BLANC SECOND: DAN ALPER

MAC RECOMMENDS THAT THE METRO BOARD SUPPORT THE RAIL TRAIL EVENT BY DIRECTING STAFF TO LOOK INTO THE FEASIBILITY OF PROVIDING BUS SERVICE TO SUPPORT THE EVENT WHENEVER IT MAY TAKE PLACE

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

7. DISCUSSION OF PARACRUZ NO SHOW POLICY

MAC reviewed and discussed District Counsel Gallagher's proposed draft no show policy, as well as the current no show policy. Les White provided MAC with a historical view of no shows in general and how the current and proposed policies were developed. FTA policies became the topic of discussion. Trip costs and whether or not ParaCruz clients who participate in no show behavior can buy their way out of documented no shows was discussed in detail. Steve Paulson provided statistics as to the amount of rides that are up on the board but are not performed as a result of no shows. MAC discussed effective communication with clients to include mail and telephone contact. After in-depth discussion, MAC recommends to the Board of Directors that METRO's no show policy language be refined to provide a better definition of the rolling 90-day period, and MAC has mixed feelings on the buy-out of one no show per 12 months as to whether or not it will be effective; and MAC does not want METRO to expand to allow for an unlimited buy-out capability; and MAC recommends that prior to suspending service to any client, that a phone call be made to the client to follow-up, and that final no show notices be mailed by registered mail to make sure the client is aware of their status, and MAC recommends that ITAC consider whether a 15% threshold of percentage for no shows may be too high.

ACTION: MOTION: NORM HAGEN SECOND: DAVE WILLIAMS

MAC RECOMMENDS THAT THE BOARD OF DIRECTORS CONSIDER MAC'S COMMENTS REGARDING METRO'S PROPOSED NO SHOW POLICY. MAC REQUESTS THAT AFTER THE BOARD REVIEWS MAC'S COMMENTS THAT THE BOARD OF DIRECTORS KEEP MAC INFORMED OF THE PROPOSED NO SHOW POLICY

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

5-5.4

Chair Marcelin-Sampson reviewed the remaining Agenda items.

8. DISCUSSION OF HOLIDAY SERVICE

Les White provided some comments relative to budgetary priorities as they relate to holiday service. He offered to bring to MAC a per holiday cost of providing holiday service. Chair Marcelin-Sampson suggested that MAC defer discussion of holiday service until next month's MAC meeting. There were no objections.

9. DISCUSSION OF METRO'S SMOKING POLICY

Les White provided a historical background relative to District Counsel Gallagher's proposed anti-smoking policy. Robert Yount suggested that METRO implement a policy of hiring non-smokers. Mr. Yount made some general comments relative to the proposed anti-smoking policy. He offered to provide Mr. White with his specific comments via e-mail. Matthew Melzer stated that he would agree with an anti-smoking policy that prohibited smoking on METRO property, but he would not agree to a policy to hire employees based on their lifestyle. The practice of offering employee incentives to quit smoking became the topic of discussion.

10. CONSIDERATION OF REQUESTING METRO BOARD CONCURRENCE TO SEND A LETTER FROM MAC TO BRYANT BAEHR

ACTION: MOTION: JEFF LE BLANC SECOND: MATTHEW MELZER

MAC APPROVES SENDING THE LETTER FROM MAC TO BRYANT BAEHR

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

11 DISCUSSION OF METRO'S WEBSITE

Chair Marcelin-Sampson suggested that in the interest of time, this agenda item is deferred to next month. There were no objections.

12. DISCUSSION OF SERVICE MEETINGS FOR WATSONVILLE ROUTES 74 AND 79

Norm Hagen provided details of a recent meeting that he attended with METRO Board member, Marcela Tavantzis, relative to those routes. He stated some route changes are being researched. He expects the route changes to be effective in September. Les White provided specific details as to the proposed route changes as they relate to Independence Square.

13. DISCUSSION OF SERVICE MEETINGS FOR SANTA CRUZ ROUTE 20

Matthew Melzer provided details of a meeting he and **MAC Chair Paul Marcelin-Sampson** attended with Les White, Mark Dorfman and Larry Pageler. He provided comments relative to Route 3B and how to make connecting routes more efficient as well as to alleviate overcrowding.

14. DISCUSSION OF FEASIBILITY OF REDUCED FARES FOR METRO SERVICE FOR RECENTLY RELEASED PRISONERS

5-5.5

Minutes– METRO Advisory Committee
April 20, 2005
Page 5

Dan Alper detailed a meeting he attended with Kristin Chambers, Executive Director of Friends Outside, and General Manager Les White. Mr. Alper stated that as a result of the meeting, he was of the opinion that agencies other than METRO are better suited to provide transportation for recently released prisoners. Mr. Alper said he would contact the Sheriff's Department to ask for their assistance with this matter. Mr. White provided insight into the problems faced by people who are released from custody and who lack a network of support. He stated an interest in keeping informed of developments relating to the work of Friends Outside. He also stated an interest in exploring the possibility at a future time when METRO could be in a position to partner with the Sheriff's Department or another agency to provide services to those in need.

15. REVIEW OF COURTESY RULES FOR BUS RIDERS

This item is deferred until next month.

16. DISCUSSION OF UCSC AND CABRILLO COLLEGE STUDENT ORIENTATION

This item is deferred until next month.

18. COMMUNICATIONS TO THE GENERAL MANAGER

None.

19. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

20. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Holiday Service
- Discussion of METRO's Smoking Policy
- Discussion of METRO's Website
- Review of Courtesy Rules for Bus Riders
- 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 8:02 p.m.

Respectfully submitted,



DEBI PRINCE
ADMINISTRATIVE SECRETARY

5-5.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR APRIL 2005, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$27,029,465 or \$256,619 over the amount of revenue expected to be received during the first ten months of the fiscal year, based on the budget revised in April.
- Total operating expenses for the year to date, in the amount of \$25,546,802, are at 77.3% of the revised budget.
- A total of \$5,180,331 has been expended through April 30th 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 April 30, 2005. The fiscal year is 83.3% elapsed.

A. Operating Revenues

Revenues are \$256,619 over the amount projected to be received for the period. Passenger revenue is continues to be significantly below budget projections primarily due to service reductions. Sales tax revenue is \$283,604 over the budgeted amount since the March 2005 wrap-up payment was higher than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$25,546,802 or 77.3% of the revised budget, with 83.3% 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 \$5,180,331 has been expended on the Capital Improvement Program.

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 April 2005, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - APRIL 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 Budgeted	
Passenger Fares	\$ 330,137	\$ 296,950	\$ 3,256,537	\$ 3,166,914	\$ 2,916,714	\$ (339,823)	
Paratransit Fares	\$ 28,003	\$ 19,977	\$ 272,088	\$ 213,568	\$ 204,394	\$ (67,694)	
Special Transit Fares	\$ 255,456	\$ 257,495	\$ 1,815,961	\$ 1,774,582	\$ 1,930,336	\$ 114,375	
Highway 17 Revenue	\$ 91,886	\$ 89,219	\$ 810,402	\$ 564,548	\$ 881,350	\$ 70,948	
<i>Subtotal Passenger Rev</i>	\$ 705,482	\$ 663,641	\$ 6,154,988	\$ 5,719,612	\$ 5,932,794	\$ (222,194)	See Note 1
Advertising Income	\$ 7,500	\$ 4,750	\$ 30,000	\$ 17,509	\$ 51,555	\$ 21,555	See Note 2
Commissions	\$ 617	\$ 763	\$ 6,167	\$ 6,063	\$ 5,815	\$ (352)	
Rent Income	\$ 11,718	\$ 14,740	\$ 129,871	\$ 129,941	\$ 186,957	\$ 57,086	See Note 3
Interest - General Fund	\$ 23,425	\$ 51,992	\$ 247,501	\$ 232,786	\$ 365,175	\$ 117,674	See Note 4
Non-Transportation Rev	\$ 500	\$ 105	\$ 5,000	\$ 10,260	\$ 4,246	\$ (754)	
Sales Tax Income	\$ 957,800	\$ 999,700	\$ 12,717,888	\$ 12,505,508	\$ 13,001,492	\$ 283,604	See Note 5
TDA Funds	\$ -	\$ -	\$ 4,088,272	\$ 4,026,434	\$ 4,088,272	\$ -	
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	\$ 1,707,042	\$ 1,735,691	\$ 26,772,846	\$ 25,518,252	\$ 27,029,465	\$ 256,619	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - APRIL 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	\$ 886,052	\$ 679,431	\$ 743,928	84.0%	See Note 6
Finance	\$ 552,664	\$ 550,753	\$ 412,468	\$ 431,483	78.3%	
Customer Service	\$ 490,027	\$ 490,248	\$ 376,208	\$ 350,283	71.5%	
Human Resources	\$ 353,462	\$ 349,052	\$ 316,762	\$ 215,444	61.7%	
Information Technology	\$ 438,670	\$ 407,214	\$ 348,427	\$ 302,456	74.3%	
District Counsel	\$ 376,655	\$ 349,116	\$ 245,467	\$ 256,619	73.5%	
Facilities Maintenance	\$ 1,050,695	\$ 1,013,901	\$ 843,749	\$ 821,988	81.1%	
Paratransit Program	\$ 236,906	\$ 1,828,906	\$ 169,153	\$ 1,242,322	67.9%	See Note 7
Operations	\$ 1,921,272	\$ 1,908,403	\$ 1,512,469	\$ 1,539,425	80.7%	
Bus Operators	\$ 12,661,130	\$ 12,666,947	\$ 9,964,206	\$ 9,998,254	78.9%	
Fleet Maintenance	\$ 4,046,043	\$ 3,978,125	\$ 2,939,095	\$ 2,979,838	74.9%	
Retired Employees/COBRA	\$ 955,033	\$ 1,020,679	\$ 686,927	\$ 772,860	75.7%	
Total Personnel	\$ 24,000,462	\$ 25,449,396	\$ 18,494,361	\$ 19,654,899	77.2%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 568,070	\$ 619,070	\$ 435,684	\$ 443,968	71.7%	
Finance	\$ 899,457	\$ 908,319	\$ 693,981	\$ 715,877	78.8%	
Customer Service	\$ 92,060	\$ 96,060	\$ 64,119	\$ 73,393	76.4%	
Human Resources	\$ 31,603	\$ 35,273	\$ 25,772	\$ 28,145	79.8%	
Information Technology	\$ 92,235	\$ 142,497	\$ 55,580	\$ 136,912	96.1%	See Note 8
District Counsel	\$ 11,340	\$ 39,135	\$ 10,577	\$ 18,659	47.7%	
Risk Management	\$ 254,870	\$ 254,915	\$ 62,476	\$ 132,757	52.1%	
Facilities Maintenance	\$ 449,100	\$ 465,161	\$ 332,769	\$ 284,424	61.1%	
Paratransit Program	\$ 2,743,186	\$ 1,543,435	\$ 1,916,821	\$ 1,256,973	81.4%	
Operations	\$ 578,730	\$ 578,774	\$ 359,935	\$ 388,773	67.2%	
Bus Operators	\$ 7,000	\$ 7,000	\$ 2,736	\$ 2,109	30.1%	
Fleet Maintenance	\$ 2,868,265	\$ 2,885,915	\$ 2,048,652	\$ 2,409,892	83.5%	
Op Prog/SCCIC	\$ 300	\$ 300	\$ -	\$ 20	6.7%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 8,596,216	\$ 7,575,854	\$ 6,009,102	\$ 5,891,903	77.8%	
Subtotal Operating Expense	\$ 32,596,678	\$ 33,025,250	\$ 24,503,463	\$ 25,546,802	77.4%	
One-Time Paratransit Expenses	\$ 350,000	\$ 37,428	\$ -	\$ -	0.0%	
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -	0.0%	
Total Operating Expense	\$ 33,246,678	\$ 33,062,678	\$ 24,503,463	\$ 25,546,802	77.3%	
YTD Operating Revenue Over YTD Expense				\$ 1,482,663		

**CONSOLIDATED OPERATING EXPENSE
APRIL 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	\$ 7,430,402	\$ 4,893,768	\$ 5,562,629	74.9%	
Operators Overtime	\$ 1,020,350	\$ 1,110,350	\$ 1,074,397	\$ 1,051,358	94.7%	See Note 9
Other Salaries & Wages	\$ 6,173,059	\$ 6,003,573	\$ 4,521,862	\$ 4,630,931	77.1%	
Other Overtime	\$ 165,700	\$ 192,616	\$ 217,238	\$ 112,425	58.4%	
	\$ 14,112,539	\$ 14,736,941	\$ 10,707,264	\$ 11,357,342	77.1%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 161,240	\$ 176,478	\$ 118,170	\$ 129,657	73.5%	
PERS Retirement	\$ 1,510,704	\$ 1,600,993	\$ 845,300	\$ 1,165,258	72.8%	
Medical Insurance	\$ 2,908,041	\$ 3,288,358	\$ 2,355,263	\$ 2,890,005	87.9%	See Note 10
Dental Plan	\$ 460,743	\$ 520,945	\$ 358,510	\$ 382,635	73.5%	
Vision Insurance	\$ 125,100	\$ 140,610	\$ 96,100	\$ 108,897	77.4%	
Life Insurance	\$ 61,065	\$ 68,330	\$ 43,727	\$ 37,220	54.5%	
State Disability Ins	\$ 217,937	\$ 260,616	\$ 127,226	\$ 154,489	59.3%	
Long Term Disability Ins	\$ 237,221	\$ 250,467	\$ 190,878	\$ 170,647	68.1%	
Unemployment Insurance	\$ 71,243	\$ 91,750	\$ 59,791	\$ 71,188	77.6%	
Workers Comp	\$ 1,473,634	\$ 1,489,828	\$ 1,579,904	\$ 944,027	63.4%	
Absence w/ Pay	\$ 2,628,861	\$ 2,780,518	\$ 1,992,469	\$ 2,222,148	79.9%	
Other Fringe Benefits	\$ 32,135	\$ 35,356	\$ 19,757	\$ 21,387	60.5%	
	\$ 9,887,923	\$ 10,704,249	\$ 7,787,097	\$ 8,297,557	77.5%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 311,700	\$ 311,700	\$ 182,863	\$ 225,706	72.4%	
Prof/Legis/Legal Services	\$ 389,680	\$ 395,698	\$ 258,267	\$ 203,920	51.5%	
Temporary Help	\$ -	\$ 104,600	\$ 4,514	\$ 72,688	69.5%	
Custodial Services	\$ 83,800	\$ 95,800	\$ 66,823	\$ 55,940	58.4%	
Uniforms & Laundry	\$ 37,500	\$ 54,478	\$ 26,288	\$ 40,772	74.8%	
Security Services	\$ 392,555	\$ 392,555	\$ 216,987	\$ 253,874	64.7%	
Outside Repair - Bldgs/Eqmt	\$ 186,546	\$ 193,539	\$ 118,995	\$ 138,915	71.8%	
Outside Repair - Vehicles	\$ 274,563	\$ 315,883	\$ 220,971	\$ 186,716	59.1%	
Waste Disp/Ads/Other	\$ 86,159	\$ 80,743	\$ 55,433	\$ 75,101	93.0%	See Note 11
	\$ 1,762,503	\$ 1,944,996	\$ 1,151,140	\$ 1,253,630	64.5%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 2,606,136	\$ 1,064,000	\$ 1,802,200	\$ 951,780	89.5%	See Note 12
	\$ 2,606,236	\$ 1,064,000	\$ 1,802,200	\$ 951,780	89.5%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,560,314	\$ 1,655,754	\$ 1,041,151	\$ 1,390,430	84.0%	See Note 13
Tires & Tubes	\$ 164,000	\$ 170,000	\$ 128,378	\$ 143,447	84.4%	See Note 14
Other Mobile Supplies	\$ 6,000	\$ 13,500	\$ 3,320	\$ 11,287	83.6%	
Parts Credit	\$ -	\$ -	\$ (62,909)	\$ -	0.0%	
Revenue Vehicle Parts	\$ 344,000	\$ 359,000	\$ 348,904	\$ 360,183	100.3%	See Note 15
	\$ 2,074,314	\$ 2,198,254	\$ 1,458,844	\$ 1,905,348	86.7%	

**CONSOLIDATED OPERATING EXPENSE
APRIL 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	\$ 31,374	\$ 12,049	\$ 16,100	51.3%	
Printing	\$ 68,925	\$ 83,343	\$ 45,065	\$ 48,272	57.9%	
Office/Computer Supplies	\$ 51,284	\$ 89,518	\$ 37,584	\$ 68,289	76.3%	
Safety Supplies	\$ 18,375	\$ 21,018	\$ 10,141	\$ 9,211	43.8%	
Cleaning Supplies	\$ 56,100	\$ 54,170	\$ 29,559	\$ 35,437	65.4%	
Repair/Maint Supplies	\$ 65,000	\$ 67,881	\$ 47,996	\$ 39,847	58.7%	
Parts, Non-Inventory	\$ 42,000	\$ 43,000	\$ 24,191	\$ 30,182	70.2%	
Tools/Tool Allowance	\$ 9,600	\$ 15,500	\$ 4,131	\$ 8,199	52.9%	
Promo/Photo Supplies	\$ 11,645	\$ 10,145	\$ 3,089	\$ 5,016	49.4%	
	\$ 346,103	\$ 415,949	\$ 213,804	\$ 260,553	62.6%	
UTILITIES						
	\$ 310,305	\$ 361,500	\$ 252,967	\$ 256,249	70.9%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 582,000	\$ 582,506	\$ 505,165	\$ 485,300	83.3%	
Settlement Costs	\$ 150,000	\$ 150,000	\$ 37,339	\$ 115,583	77.1%	
Repairs to Prop	\$ -	\$ -	\$ (16,709)	\$ (14,963)	0.0%	See Note 16
Prof/Other Services	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 732,000	\$ 732,506	\$ 525,795	\$ 585,920	80.0%	
TAXES						
	\$ 48,594	\$ 48,539	\$ 34,412	\$ 35,656	73.5%	
MISC EXPENSES						
Dues & Subscriptions	\$ 51,176	\$ 52,671	\$ 35,099	\$ 34,439	65.4%	
Media Advertising	\$ -	\$ -	\$ 40	\$ 9,891	0.0%	
Employee Incentive Program	\$ 7,820	\$ 7,820	\$ 7,382	\$ 4,546	58.1%	
Training	\$ 5,900	\$ 5,585	\$ 9,198	\$ 348	6.2%	
Travel	\$ 19,915	\$ 19,415	\$ 18,305	\$ 5,535	28.5%	
Other Misc Expenses	\$ 17,900	\$ 17,799	\$ 12,430	\$ 14,064	79.0%	
	\$ 102,711	\$ 103,290	\$ 82,455	\$ 68,824	66.6%	
OTHER EXPENSES						
Leases & Rentals	\$ 613,450	\$ 715,027	\$ 487,486	\$ 573,944	80.3%	
	\$ 613,450	\$ 715,027	\$ 487,486	\$ 573,944	80.3%	
One-Time Paratransit Exp	\$ 350,000	\$ 37,428	\$ -	\$ -		
Contingency Fund	\$ 300,000	\$ -	\$ -	\$ -		
Total Operating Expense	\$ 33,246,678	\$ 33,062,678	\$ 24,503,463	\$ 25,546,802	77.3%	

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

CAPITAL PROJECTS	Revised Program Budget	Expended in April	YTD Expended
Grant Funded Projects			
MetroBase	\$ 16,000,000	\$ 17,719	\$ 4,433,668
Urban Bus Replacement	\$ 1,675,432		\$ 473,502
Short Range Transit Plan	\$ 100,000		
	\$ 17,775,432		
District Funded Projects			
Bus Stop Imprvmnts/Bus Shelter Projects	\$ 94,200	\$ 1,850	\$ 25,332
IT Projects including GIRO carryover	\$ 16,500	\$ 1,276	\$ 14,395
Facilities Repairs & Improvements	\$ 37,500		
Non-Revenue Vehicle Replacement	\$ 195,000	\$ 45,785	\$ 45,785
Office Equipment	\$ 33,900		\$ 27,569
Diagnostic Scanner/Storage Containers	\$ 16,000		\$ 15,648
ParaCruz Equipment	\$ 189,500		\$ 144,432
	\$ 582,600		
TOTAL CAPITAL PROJECTS	\$ 18,358,032	\$ 66,630	\$ 5,180,331
CAPITAL FUNDING SOURCES			
	Budget	Received in April	YTD Received
Federal Capital Grants	\$ 14,140,345	\$ 11,367	\$ 3,125,598
Federal Planning Funds	\$ 60,000	\$ -	\$ -
State/Local Capital Grants	\$ -	\$ -	\$ -
STA Funding	\$ 982,569	\$ -	\$ 470,809
Transfer from Operating Budget	\$ 189,500	\$ -	\$ 81,500
Bus Stop Improvement Reserves	\$ 39,200	\$ -	\$ -
District Reserves	\$ 2,946,418	\$ 55,263	\$ 1,502,424
TOTAL CAPITAL FUNDING	\$ 18,358,032	\$ 66,630	\$ 5,180,331

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

1. Passenger fares (farebox and pass sales) are \$339,823 or 10% under the final budget amount for the year to date. Paratransit fares are \$67,694 or 25% under budget. Special transit fares (contracts) are \$114,375 or 6% over the budgeted amount. Highway 17 Express revenue is \$70,948 or 9% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first ten months of the fiscal year by a net \$222,194 or 4%.
2. Advertising income is \$21,555 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. Any extra revenue will be used to offset program start-up costs.
3. Rent income is \$57,086 over budget due to payment of temporary rent by A Tool Shed pending relocation and continued payments by Truck Drivers Institute for use of the Sakata Lane property.
4. Interest income is \$117,674 over budget due to higher interest rates, and a higher treasury balance than projected for the year.
5. Sales tax income is \$283,604 over budget for the first ten months since the March wrap-up payment was higher than anticipated. For the October – December 2004 sales period, sales tax revenue for the District was up 6.6% over the previous year, while the budget projected a 2.0% increase. In addition, the April advance was higher than expected.
6. Administration personnel expense is at 84.0% of the budget due to high workers' comp expenses during the period.
7. Paratransit program personnel expense is only at 67.9% of the budget since hiring of additional ParaCruz staff did not occur until the third month of the fiscal year.
8. Information Technology non-personnel expense is at 96.1% of the budget due to volume purchases of IT supplies, payment of annual maintenance agreements and use of temporary help.
9. Operators overtime is at 94.7% 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.
10. Medical insurance is at 87.9% of the budget because premium payments have been made for eleven months instead of ten months.
11. Waste disposal/ads/other is at 93.0% of the budget due to expenses associated with the sale of the Sakata property.
12. Contract paratransit service is at 89.5% of the budget since most of this account covers the Community Bridges billings for July to October 2004. The balance is being used to pay for contract taxicab services to supplement District service.
13. Fuels and lubricants are at 84.0% of the budget because diesel fuel costs are higher than projected.

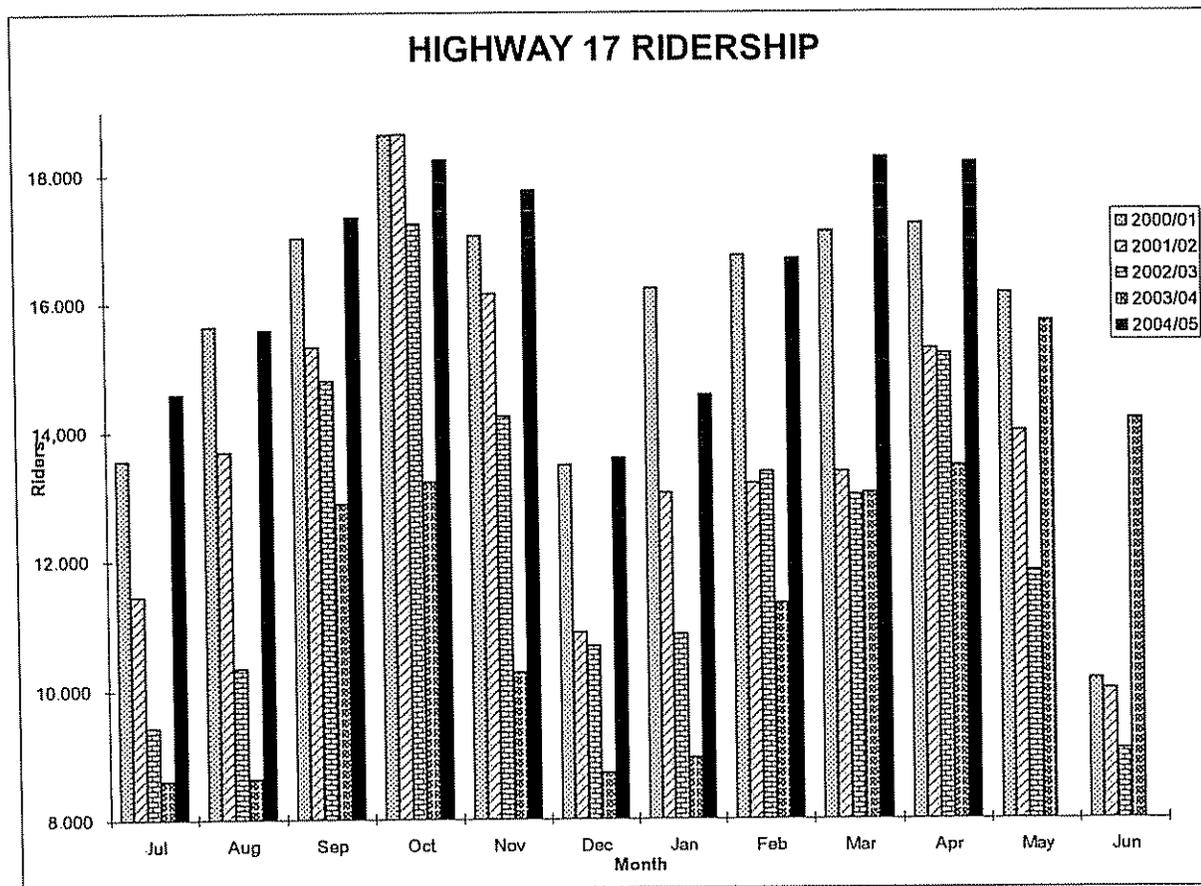
14. Tires and tubes expense is at 84.4% of the budget due to ParaCruz start-up costs.
15. Revenue vehicle parts are at 100.3% of the budget because Fleet Maintenance planned to use a large parts credit from Orion to supplement purchase of bus parts. However, many of the parts needed were not available through Orion and had to be purchased from other vendors. A budget transfer will be processed to cover the overrun.
16. 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
5/1/05-5/31/05

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 05-031			
TRANSFER FROM:	501021-1200	Other Salaries	\$ (8,400)
TRANSFER TO:	503041-1200	Temporary Help	\$ 8,400
REASON:	To cover temp help in Finance due to position vacancy and employee leave.		
TRANSFER # 05-032			
TRANSFER FROM:	501021-1500	Other Salaries	\$ (1,560)
TRANSFER TO:	503041-1500	Temporary Help	\$ 1,560
REASON:	To cover temp help in IT during recruitment process.		
TRANSFER # 05-033			
TRANSFER FROM:	501021-2200	Other Salaries	\$ (37,000)
TRANSFER TO:	503031-1100	Prof/Technical Services	\$ 37,000
REASON:	To cover talking bus system technical study and labor negotiations services.		
TRANSFER # 05-034			
TRANSFER FROM:	505031-4100	Telecommunications	\$ (605)
TRANSFER TO:	509125-4100	Local Meeting Expense	\$ 99
	512061-4100	Equipment Rental	\$ 506
			\$ 605
REASON:	To cover account overruns and expected expenditures in the Fleet Maintenance Dept. for the remainder of FY 04-05.		
TRANSFER # 05-035			
TRANSFER FROM:	503031-1400	Prof/Technical & Fees	\$ (50)
TRANSFER TO:	504215-1400	Printing	\$ 50
REASON:	To cover account overrun in the HR Department.		
TRANSFER # 05-036			
TRANSFER FROM:	509123-1700	Employee Travel	\$ (600)
TRANSFER TO:	509011-1700	Dues & Subscriptions	\$ 600
REASON:	To cover account overruns for the Legal Department for the remainder of FY 04-05.		

HIGHWAY 17 - APRIL 2005

	April			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 112,959	\$ 85,345	32.4%	\$ 1,144,050	\$ 826,293	38.5%
Farebox	\$ 60,370	\$ 33,979	77.7%	\$ 534,574	\$ 280,853	90.3%
Operating Deficit	\$ 47,481	\$ 48,165	(1.4%)	\$ 526,206	\$ 527,751	(0.3%)
Santa Clara Subsidy	\$ 23,741	\$ 24,082	(1.4%)	\$ 263,103	\$ 263,876	(0.3%)
METRO Subsidy	\$ 23,741	\$ 24,082	(1.4%)	\$ 263,103	\$ 263,876	(0.3%)
San Jose State Subsidy	\$ 2,774	\$ 3,201	(13.3%)	\$ 17,910	\$ 17,689	1.3%
AMTRAK Subsidy	\$ 2,334	\$ -		\$ 65,360	\$ -	
STATISTICS						
Passengers	18,183	13,469	35.0%	164,784	109,174	50.9%
Revenue Miles	40,666	30,042	35.4%	411,225	285,400	44.1%
Revenue Hours	1,525	1,017	50.0%	15,420	10,016	54.0%
Passengers/Day	606	612	(1.0%)	542	513	5.8%
Passengers/Weekday	737	-		673	-	
Passengers/Weekend	300	-		240	-	
PRODUCTIVITY						
Cost/Passenger	\$ 6.21	\$ 6.34	(2.0%)	\$ 6.94	\$ 7.57	(8.3%)
Revenue/Passenger	\$ 3.32	\$ 2.52	31.6%	\$ 3.24	\$ 2.57	26.1%
Subsidy/Passenger	\$ 2.76	\$ 3.81	(27.5%)	\$ 3.30	\$ 5.00	(33.9%)
Passengers/Mile	0.45	0.45	0.5%	0.40	0.38	4.8%
Passengers/Hour	11.92	10.92	9.2%	10.69	10.90	(2.0%)
Recovery Ratio	53.4%	39.8%	34.2%	46.7%	34.0%	37.5%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 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 shared ride, 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 March 2005.
- The Board has requested information regarding the number of complaints and compliments

III. DISCUSSION

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

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

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

During the month of March, twenty-four (24) complaints and three (3) compliments were received. Five (5) of the complaints (3 rides reported as late, 2 employee conduct) were found to be "not valid" when investigated. The most common complaints were late rides (13) and staff

5-8.1

conduct (6). The other complaints were related to ride length and shared service. All three (3) compliments were related to employee conduct.

Operating Statistics for March 2005

	<i>Oct 04 (contractor)</i>	Nov 04	Dec 04	Jan 05	Feb 05	Mar 05
Rides Scheduled	9016	10009	7930	7782	7154	8989
Rides Performed	7521	7591	6713	6822	6804	7898
Miles Driven	<i>Not reported</i>	66,034	56,619	56,825	56,556	62,911
Average trip miles	6.83	6.83	6.51	6.54	6.20	6.09
Within ready window	93.8%	84.67%	89.21%	89.65%	89.67%	90.64%
Excessively late/missed trips	28	77	25	20	17	24
Monthly reservation call volume	<i>Not reported</i>	7948	6375	6606	6688	7361
Call center average time to answer	<i>Not reported</i>	43 seconds	38 seconds	23 seconds	52 seconds	33 seconds
Calls on hold < 2 minutes	<i>Not reported</i>	91%	94%	95%	87%**	93%**
Distinct count of riders	995	1149	867	842	845	884
Most frequent rider	71 rides	46 rides	44 rides	48 rides	50 rides	48 rides
Percentage of shared rides	<10%	49.0%	49.1%	51.1%	52.1%	61.6%
Passengers per revenue hour	2.02*	1.43	1.46	1.57	1.64	1.72
Percent by supplemental providers	71.9%	33.6%	22.34%	15%	5.7%	5.4%

5-8.2

SCT cost per ride	<i>N/A</i>	\$24.34	\$23.97	\$21.83	\$24.34	\$24.35
TME cost per ride	<i>N/A</i>	\$21.55	\$20.44	\$23.22	\$26.49	\$21.73
ParaCruz cost per ride (excluding overhead)	<i>N/A</i>	\$23.81(est)	\$22.41(est)	\$21.81(est)	\$22.52 (est)	\$19.21 (est)
Rides < 10 miles	<i>N/A</i>	79.91%	80.78%	81.03%	80.41%	80.35%
Rides > 10 miles	<i>N/A</i>	20.09%	19.22%	18.97%	19.59%	19.65%

* when rides performed by taxi, "revenue hours", contractor included only actual ride times.
 ** telephone system hardware problem caused some calls to remain on hold, even though staff was available (last 5 days of Feb/first 2 days of Mar).

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5 - 8.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 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 April 2005 decreased by (3.7%) versus April 2004. Year to date student billable trips have increased by 2.4%.
- Faculty / staff trips for April 2005 decreased by (9.9%) versus April 2004. Year to date faculty / staff billable trips have decreased by (5.2%).
- Revenue received from UCSC for April 2005 was \$211,599 versus \$211,944 for April 2004, a decrease of (0.2%).

	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> - Faculty / Staff
2005	219,925	18,206	9,078.0	776.6
2004	228,261	20,208	9,264.9	831.3
Monthly Increase-(Decrease)	(3.7%)	(9.9%)	(2.0%)	(6.6%)

*On April 14 there was a strike on campus, which had a negative effect on ridership.

III. DISCUSSION

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

- Student billable trips for April 2005 were 219,925 vs. 228,261 for April 2004, a decrease of (3.7%).
- Average student billable trips *per school-term day* for April 2005 were 9,078.0 vs. 9,264.9 for April 2004, a decrease of (2.0%).
- Faculty / Staff billable trips for April 2005 were 18,206 vs. 20,208 for April 2004, a decrease of (9.9%).

5-9.1

- Average Faculty / Staff billable trips *per weekday* for April 2005 were 776.6 vs. 831.3 for April 2004, a decrease of (6.6%).
- Year to date Student billable trips have increased by 2.4% and faculty / staff billable trips have decreased by (5.2%).
- Revenue for April 2005 was \$211,599 vs. \$211,944 for April 2004, a decrease of (0.2%).
- On April 14 there was a strike at UCSC, which had a negative effect on ridership and revenue on that day.

IV. FINANCIAL CONSIDERATIONS

NONE

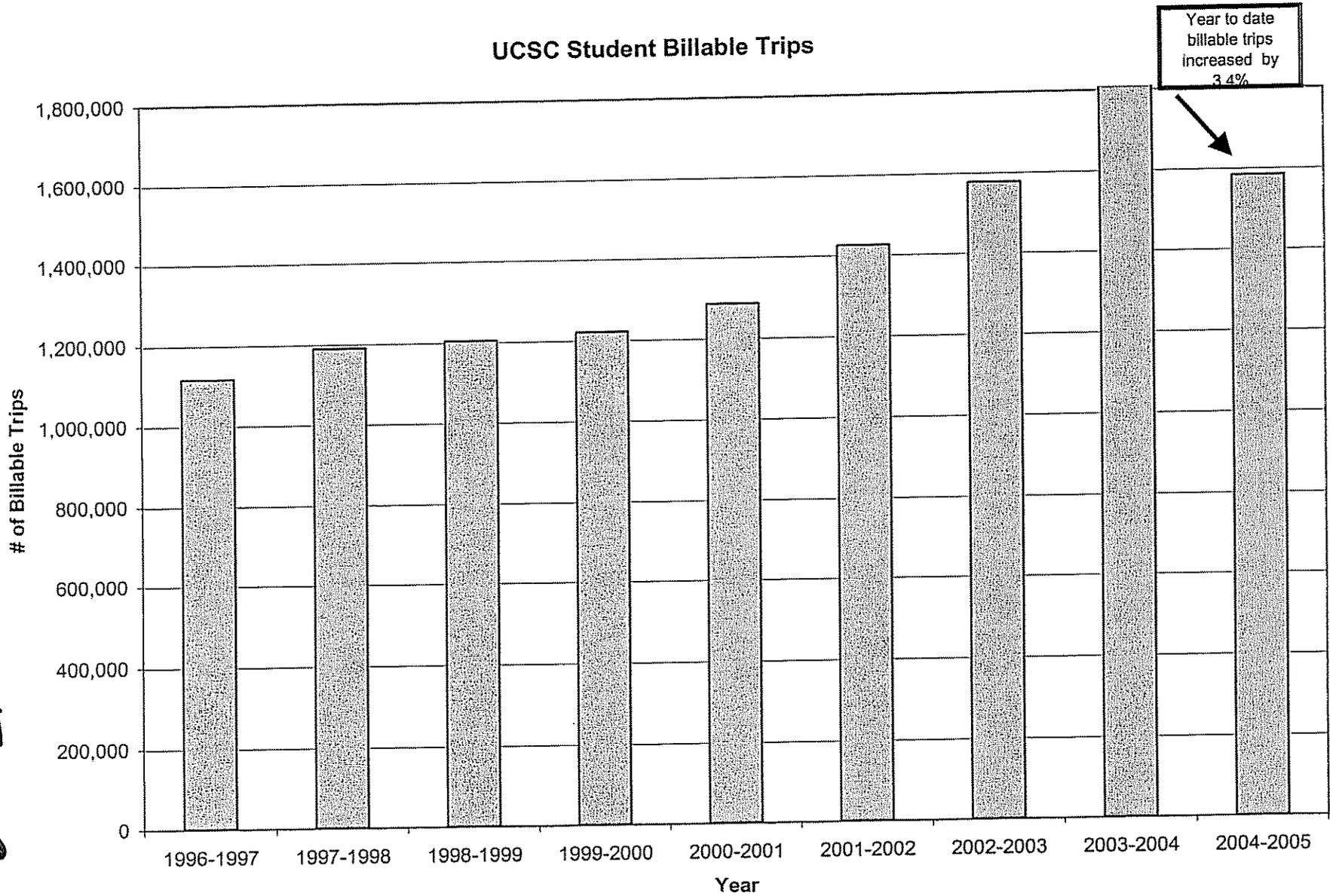
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-9.2

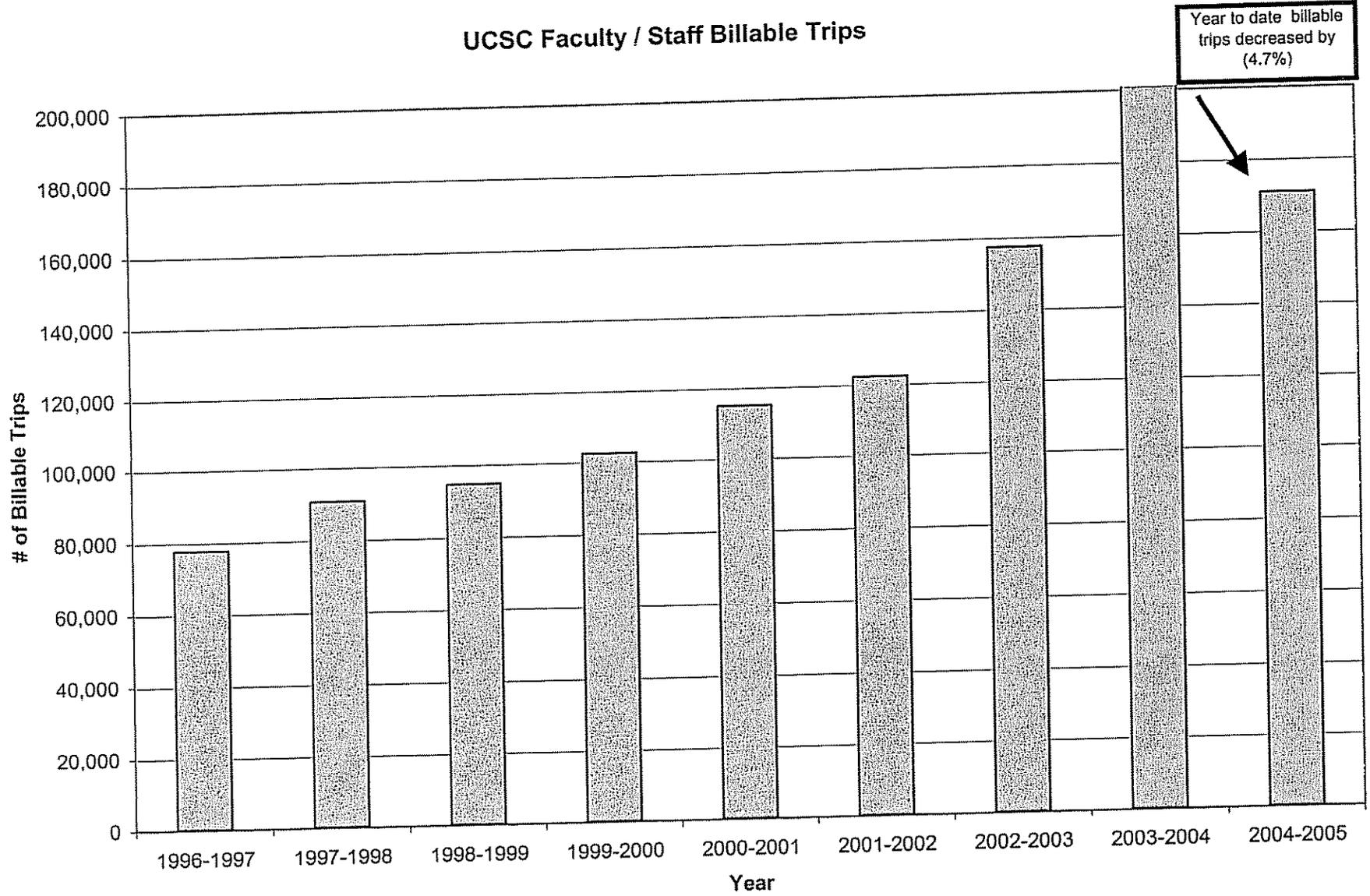
UCSC Student Billable Trips



5-9.91

Attachment A

UCSC Faculty / Staff Billable Trips



5-9.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 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.
- Issuance of Invitation For Bids (IFB) were sent on June 1, 2005. IFB available to bidders on June 15, 2005 with a Pre-Bid Conference on June 29, 2005 and sealed bids due July 28, 2005 at 2 p.m.
- Real estate acquisition phase of the project is in final stages.
- Bus parking site improvements at 115 Dubois Street commencing soon.
- AB3090 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 final 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.

5-10.1

- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, and have relocated there.
- 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. The site work construction of bus parking improvements will commence in June 2005.

B. Finance

- 25 Sakata Lane, Watsonville property out to bid. Bids due June 25, 2005.
- FTA approved concurrence letter with appraisal for Watsonville property.
- AB3090 on CTC agenda for May 24 & 25, 2005 Meeting.

C. Architectural & Engineering (A&E)

- Issuance of Invitation For Bids released June 1, 2005.
- Issuance of IFB and expression on intent to use sales tax backed debt presented to the Board of Directors on May 27, 2005.
- RNL: Design Phase expected to be in 100% complete earlier part of the month.
- 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.
- MetroBase Site Plan Check is in final review stage.

E. Construction Schedule

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004. Expected delivery mid May 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, completed demolition on 1122 River Street and 120 Golf Club Drive on April 29, 2005.

5-10.2

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. It was on the agenda at the CTC on May 24 & 25, 2005 meeting.

V. ATTACHMENTS

NONE

5-10.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 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 May 5, 2005 Regular SCCRTC Meeting
Attachment B: Minutes of the May 19, 2005 Transportation Policy Workshop

5-11.1

Attachment **A**

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

MINUTES

Thursday,
May 5, 2005
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz, CA

1. Roll Call

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

Staff Present: Pat Dellin Luis Mendez
 Rachel Moriconi Gini Pineda
 Karena Pushnik Cory Caletti
 Kim Shultz

2. Oral Communications

Piet Canin, Bike to Work, announced the 18th annual Bike Week from May 15-22. A Rail/Trail day is scheduled for May 22nd which will include a train ride from Depot Park to Felton on Roaring Camp's historic rail cars.

Dave Eselius said that Union Pacific has started to install crossing signals but that the work is incomplete. He said he was concerned that the Commission could become responsible for installing the signals and asked that the Commission see how they can implement the installation.

3. Additions or Deletions to Consent and Regular Agendas

Acting Executive Director Pat Dellin noted add-on pages to items on the Agenda.

5-11.91

CONSENT AGENDA (Schiffrin/Reilly) as amended

Commissioner Keogh asked to pull Item 17 and asked for a public hearing. Chair Pirie designated it as Item 37.1.

Commissioner Spence corrected page 4-7 of the minutes of the April 7, 2005 Regional Transportation Commission meeting, noting that she voted "no" on recommendation 5 of Item 31 but voted "yes" on recommendation 6.

Commissioner Pirie asked that the three month calendar be corrected to reflect that the date for the Transportation Policy Workshop and Interagency Technical Advisory Committee meetings is Thursday, June 16.

Commissioner Reilly complimented the iridethebus.org website developed by the Metro Riders Union.

4. Approved Minutes of April 7, 2005 Regular SCCRTC Meeting

POLICY

No consent items

PROJECTS and PLANNING

5. Accepted Update on 2006 State Transportation Improvement Program (STIP) Funding and Programming
6. Approved Elderly & Disabled Technical Advisory Committee (E&D TAC) Recommendations Regarding Local Section 5310 Funding Application Scores (Resolution 44-05)
7. Approved Staff Recommendations Regarding the Monterey Bay Sanctuary Scenic Trail Committee
8. Accepted Status Report on Highway 1 Projects

COMMISSION BUDGET AND EXPENDITURES

9. Approved Budget and Administration/Personnel Committee and Staff Recommendations Regarding Amendment to the FY04-05 SCCRTC Budget (Resolution 45-05)
10. Approved Budget and Administration/Personnel Committee and Staff Recommendations Regarding Amendment to the FY05-06 SCCRTC Budget (Resolution 46-05)

5-11.92

11. Approved Staff Recommendations Regarding FY04-05 Regional Surface Transportation Program (RSTP) Exchange Program (Resolution 47-05)
12. Approved Staff Recommendations Regarding Release of Request for Proposals (RFP) for the Traffic Monitoring Program
13. Approved Staff Recommendations Regarding Amendment to Consultant Contract for the Recreational Rail Draft Environmental Impact Report (EIR) to Provide Funds for Final EIR (Resolution 48-05)
14. Approved Budget and Administration/Personnel Committee and Staff Recommendations Regarding Amendment to Contract with SCCRTC Technical Consultant (Resolution 49-05)
15. Approved Staff Recommendations Regarding Renewal of Open Purchase Orders (Resolution 50-05)
16. Approved Staff Recommendations Regarding Payment of Past Fiscal Year Invoices

ADMINISTRATION

17. Approve Staff Recommendations Regarding Public Agency Sponsorship to Santa Cruz Area Transportation Management Association for AB2766 Grant Application to the Monterey Bay Unified Air Pollution Control District for a Folding Bikes in Buses Incentive Program (Resolution) Moved to Item 37.1.
18. Approved Elderly and Disabled Technical Advisory Committee (E&D TAC) and Staff Recommendations Regarding Appointments to the E&D TAC
19. Accepted Quarterly SCCRTC Work Program Report

COMMITTEE MINUTES

20. Accepted Draft Minutes from the Budget and Administration/Personnel Committee Meeting of April 6, 2005
21. Accepted Draft Minutes of the Bicycle Committee Meeting of April 11, 2005

5-11.93

22. Accepted Draft Minutes of the Elderly and Disabled Technical Advisory Committee Meeting of March 8 and April 12, 2005

INFORMATION/OTHER

23. Accepted Monthly Meeting Schedule
24. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
25. Accepted Correspondence Log (to be distributed at the meeting)
26. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues
 - a. Letter from the Elderly and Disabled Transportation Advisory Committee to the California Traffic Control Devices Committee Regarding Pedestrian Crossing Time at Signalized Intersections
27. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
28. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
29. Accepted Information Items
 - a. Brochure for Spring Bike to Work/School Events (enclosed separately)
 - b. Request from Senator Torlakson for Transportation Infrastructure Needs and Response Letter from SCCRTC
 - c. City of Santa Cruz Status Report on Broadway/Brommer Bike/Pedestrian Path
 - d. Iridethebus.org web site information
 - e. US Census Bureau Average Travel Time to Work for California and Santa Cruz County
 - f. "511 Service Adds Online Bicycle Mapping"

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

30. Approved Staff Recommendations Regarding Revised Contract with the California Highway Patrol for SAFE Call Box Coordination (Resolution 51-05)

5-11.94

REGULAR AGENDA

31. Commissioner Reports - None

32. Director's Report

Acting Executive Director Pat Dellin announced that Bike to Work Week was being held from May 15-22, 2005 and that one of the breakfast sites is near our office.

Ms. Dellin thanked Sentinel reporter Genevieve Bookwalter for finding an inconsistency in data in the Traffic Monitoring Report. She said that the accident data for 1997 and 1998 was obtained from the local California Highway Patrol (CHP) office but that later year data was from the CHP Statewide Integrated Traffic Records System (SWITRS) database, which includes all Santa Cruz County roadways. She said that the page would be corrected to use SWITRS data for all years.

Director Dellin said that staff is working with Caltrans to allow advance project approval for Surface Transportation Program (STP) exchange funds projects and thanked Caltrans.

Ms. Dellin said that a stakeholder meeting regarding bike and pedestrian crossings of Highway 1 will be held in May and that a list of invited participants was on page 8-5.

33. Caltrans Report

Gregg Albright, Caltrans District 5, said that the construction report was correct as written. He said that Caltrans wants to promote bicycling and walking as modes of transportation.

Commissioner Reilly asked about the possibility of "fog lines" to slow traffic along the rest of Mission Street and other streets.

Debbie Bulger asked that the landscaping along Mission Street be installed more quickly.

Dave Eselius said he has requested a corridor study that analyzes traffic patterns from Scotts Valley to Watsonville to determine the needs of the County and that it should be completed before the 1/17 Merge Lanes Project goes to bid.

5-11.95

34. FY05-06 Article 4 Transportation Development Act (TDA) and State Transportation Assistance (STA) Claims from Santa Cruz Metro Transit District (SCMTD) and Accept SCMTD Annual Report

Acting Executive Director Pat Dellin said the claims were consistent with the Commission approved budget and Transportation Development Act (TDA) allocation schedule.

SCMTD General Manager Les White gave a report on the status of the transit district, listing its accomplishments, goals and plans, and budgetary constraints.

Commission Alternate Schiffirin asked about the bus breakdown rate on the street and the volume of on-board stop announcements.

Mr. White replied that the particulate matter (pm) traps, a mechanism to reduce diesel emissions, had proven unreliable and that the problem was being addressed by the manufacturer. The buses include a shut off mechanism that is activated when the pm traps fail. He said he hoped the California Air Resources Board (CARB) would allow bypassing the shut off mechanism since the engines being used meet federal emission standards even without the filters. Commission Alternate Schiffirin asked if a letter from the Commission to the CARB would be helpful.

In response to a comment regarding on-board stop announcements, Mr. White said that there are also complaints from hearing impaired individuals that the announcements are not loud enough.

Commissioners discussed transit service and possible improvements including Braille signage, renovated shelters and expanded service in Live Oak, Capitola and Watsonville.

Mr. White acknowledged all the suggestions, reiterating that lowered revenues and the burden of housing and servicing the fleet without a MetroBase curtailed additional spending.

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

1. Approve the Santa Cruz Metropolitan Transit District's

5-11.96

- FY 05/06 Transportation Development Act (TDA) Article 4 claim in the amount of \$5,677,686;
2. Approve the Santa Cruz Metropolitan Transit District's FY 05/06 State Transit Assistance Act (STA) claim in the amount of \$1,100,894; and,
 3. Accept Santa Cruz Metropolitan Transit District's 2004 Annual Report and oral presentation by the SCMTD General Manager

with the addition that the Commission write a letter to the California Air Resources Board supporting the SCMTD's request to bypass the shut off mechanism activated by the pm trap failures.

The motion (Resolutions 52-05, 53-05) passed unanimously.

Dave Eselius said the Metro should narrow its priorities and that more attention should be paid to automobile transportation.

Paul Marcellin-Sampson said the Metro provides a supreme rider experience.

35. 9:30 AM Public Hearing on Adoption of the Final 2005 *Regional Transportation Plan (RTP)* and Certification of the *Final Environmental Impact Report (EIR)*

Acting Executive Director Pat Dellin said that after reviewing the draft documents released in February and the comments received during the public comment period, staff recommended that the Commission make any changes necessary to the Regional Transportation Plan and adopt it, following the public hearing today. She noted the changes to the draft on page 35-53 and on the handout, which included a revised resolution.

Senior Planner Rachel Moriconi explained that the Commission also needed to adopt a "Statement of Overriding Considerations" for potentially significant environmental impacts identified in the Environmental Impact Report because there could be unavoidable impacts that are unknown at this time.

The Public Hearing was opened.

Paul Elerick, Campaign for Sensible Transportation, said he wanted to take out the possibility of adding HOV lanes in the Regional Transportation Plan, saying that the

5-11.97

assumption is that voters will approve a sales tax in the next few years, but since this is not assured, there should be no plan using that assumption. He also asked for reports to see where people got on and off the highway.

Micah Posner, People Power, referred to the Highway 1 auxiliary lanes project between the Morrissey Boulevard and Soquel Avenue interchanges as "sneak lanes" and said he had a petition to stop the project.

Debbie Bulger, Mission Pedestrians, said any plan for the next 25 years should take into account population trends and demographics, saying the public will need more sidewalks, transit and paratransit services. She asked bike and pedestrian trips to be monitored to ensure adequate funding.

Rusty Santee, Central Home Supply, said a Park and Ride lot near the junction of Highways 1 and 9 would exacerbate the traffic problem that already exists and serve only a small segment of the population.

Bob Yount wanted to add education of drivers as a goal to be included in the Regional Transportation Plan.

Paul Marcellin-Sampson said that there is no evidence that driving pattern changes occur in people between the ages of 49 to 50 and suggested revising the data to reflect changes occurring between the ages of 60-65. He pointed out that there was no census in 2004 and that the data being used is from the Community Survey prepared by the Census Bureau which is less accurate than data from a census. He asked that information on inter-city bus rides be included in ridership statistics.

Bill Comfort said he opposed revising Policy 2.4.6 to be consistent with Policy 2.4.5 as suggested in Item 49 of the itemized revisions, saying that the change would leave the necessity of an Environmental Impact Report for passenger rail service ambiguous.

The Public Hearing was closed.

Commissioners agreed that using age 50 as the benchmark to describe changes for an aging population was too low and suggested age 65 instead.

5-11.98

Commissioner Pirie asked if the data source included the projected growth of UCSC, noting that the infusion of a younger population would affect the statistics.

Commissioners discussed Itemized Amendment 49 noting that when passenger rail was first discussed by the Commission, the Commission made a commitment to do an Environmental Impact Report and that the revised language could be considered a policy change.

Commission Alternate Schiffrin moved to approve staff recommendations with additional changes that language regarding the aging population be amended per the Commission discussion and also recommending language changes to Itemized Amendment 49. Commissioner Beautz seconded.

Commissioner Norton asked that Itemized Amendment 49 be pulled from the revisions to the document and voted on separately.

Commissioner Spence asked if it was inconsistent to assume Congestion Mitigation and Air Quality (CMAQ) funding as a revenue source as stated on page 35-53 #3 when page 35-62 #75 says the Monterey Bay region will no longer receive CMAQ funding.

Senior Planner Moriconi replied that financial assumptions are made when developing the RTP and that according to Caltrans the assumptions can be used because there are so many unknowns, including the possibility of the region losing its air quality attainment status.

Commissioners agreed on the revisions, with minor wordsmithing, except for Itemized Amendment 49 to the 2005 Regional Transportation Plan.

Commission Alternate Schiffrin clarified the motion to approve the staff recommendations that the Regional Transportation Commission:

1. Consider oral and written comments received on the *Draft 2005 Regional Transportation Plan* and *Draft Environmental Impact Report*;
2. Hold a public hearing to provide an opportunity for final public testimony on the proposed *2005 Santa Cruz County*

5-11.99

Regional Transportation Plan and the Final Environmental Impact Report (FEIR); and

3. Adopt a resolution to:

- a. Certify the *Final Environmental Impact Report* for the *2005 Santa Cruz County Regional Transportation Plan* as compliant with the California Environmental Quality Act (CEQA);
- b. Accept the Findings of the *EIR* and adopt the "Statement of Overriding Considerations" for significant environmental impacts, identified in the *EIR*; and
- c. Adopt as the *Final 2005 Santa Cruz County Regional Transportation Plan* consisting of the draft document with the attached itemized revisions, and any additional amendments identified at this meeting,

with additional changes that language regarding the aging population be amended per the Commission discussion and removing Itemized Amendment 49 from the vote.

The motion (Resolution 54-05) passed unanimously.

A motion was made (Schiffrin/Beautz) to revise the wording for Regional Transportation Plan Policy 2.4.6 (Itemized Amendment 49) to "Retain the option of future in-County passenger rail service for when it is financially feasible, acceptable to the community, and only after completion of an Environmental Impact Report."

The motion passed with one "no" vote from Commissioner Norton.

CLOSED SESSION

36. 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

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

37. Acquisition of the Santa Cruz Branch Rail Line - Draft

5-11.210

Request for Proposals (RFP) for Freight Rail Operator

Acting Executive Director Pat Dellin introduced John Williams, Woodside Consulting, who worked on the draft Request for Proposals (RFP) and was available to answer questions.

Public comment was heard.

Micah Posner said that the cancellation of rail/trail day had nothing to do with the condition of the tracks. He handed out a flier promoting a rail/trail event for Sunday May 22, 2005.

Cliff Walters, Big Trees Railroad, said he wanted to make sure that when the RFP went out it covered all issues.

Alan Haley, a consultant for Cemex, said he had some concerns of a technical nature and asked the Commission to postpone to action of the RFP until June and that the references to the cement plant in Davenport in the RFP be changed to Cemex or Cemex Davenport.

Commissioners discussed the draft RFP. Topics included requiring bidders to identify the type of vehicles to be used, and to cooperate with the Commission regarding development of a rail/trail, the possibility of future passenger rail and responsibility for debris along the line.

Commissioner Beautz asked what being "sensitive to communities" meant and for a more specific description.

Mr. Williams said the phrase referred to the noise of horns and hours of operation and noted that the contract itself would be more specific than the RFP.

Commission Alternate Schiffrin moved and Commissioner Rivas seconded to approve the staff recommendations to:

1. Review and comment on the Draft Request for Proposals (RFP) for an Operator of Rail Freight Service on the Santa Cruz Branch Rail Line and direct staff to return to the June Regional Transportation Commission meeting with a final RFP; and
2. Accept status information on other elements of the Santa Cruz Branch Rail Line Acquisition Project.

S-11.911

The motion passed unanimously.

- 37.1 Approve Staff Recommendations Regarding Public Agency Sponsorship to Santa Cruz Area Transportation Management Association for AB2766 Grant Application to the Monterey Bay Unified Air Pollution Control District for a Folding Bikes in Buses Incentive Program (Resolution) Formerly Item 17

Commissioner Keogh said that folding bikes are specifically disallowed on buses, but that the Metro Board is thinking about approving a specific type of bike and that applicants need to understand that.

Commission Alternate Schiffirin moved to approve the Bicycle Committee and staff recommendations that the Regional Transportation Commission grant public agency sponsorship to the Santa Cruz Area Transportation Management Association in their funding solicitation efforts for the proposed Folding Bikes in Buses Program, with the addition that support for the application was contingent on approval of the Metro. Commissioner Reilly seconded and the motion (Resolution 55-05) passed unanimously.

38. Next Meetings/Adjournment

The meeting adjourned at 12:05 p.m.

The next Transportation Policy Workshop is scheduled for Thursday, May 19, 2005 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, June 2, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

Gini Pineda, Staff

5-11. a12

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Micah Posner	People Power
Ken Kannegaard	Cemex
David Eselius	
Les White	SCMTD
Keith Hinrichsen	Caltrans
Bill Comfort	
Genevieve Bookwalter	Santa Cruz Sentinel
Piet Canin	SC TMA
Bob Scott	SCCRTC Technical Advisor
Debbie Bulger	Mission Pedestrians
Rusty Santee	Central Home Supply
Paul Elerick	CFST
Cliff Walters	Big Trees Railroad
John Presleigh	County DPW
Allen Haley	STS/Cemex
John Courtney	Lamphier-Gregory

\\Rtcserv1\Shared\RTC\TC2005\TC0505\TCminutes0505.doc

5-11.913

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, May 19, 2005
9:00 am
SCCRTC Conference Room
Santa Cruz, CA 95060

Members Present:	Jan Beautz	Emily Reilly
	Mike Keogh	Andy Schiffrin (Alt.)
	Dennis Norton	Pat Spence
	Ellen Pirie	Mark Stone
	Edenilson Quintanilla (Alt.)	Marcela Tavantzis
Members Absent:	Randy Johnson	Antonio Rivas
Staff Present:	Pat Dellin	Luis Mendez
	Grace Blakeslee	Karena Pushnik
	Cory Caletti	Rachel Moriconi

1. Introductions

Commissioner Pirie chaired the meeting.

Self-introductions were made.

2. Oral Communications

Ken Kannegaard, Cemex, provided a letter enumerating comments from Cemex Davenport regarding the draft Request for Proposals for a short-line operator.

3. Additions/Deletions to the Agenda

Acting Executive Director Pat Dellin noted an additional page for item 7.

CONSENT AGENDA (Schiffrin /Quintanilla)

4. Accepted Updated Transportation Monitoring Report Pages

5. Accepted Updated Three Month Calendar

6. Accepted Information Item: Letter to SCCRTC on Rail and Trail Day

5-11.61

REGULAR AGENDA

7. Update on State and Federal Transportation Funding Issues

Acting Executive Director Pat Dellin said that the Governor's revised FY05-06 budget includes funding of Proposition 42 funding, but that the commitment is only for one year. She said that federal transportation funding is still in limbo, while the House and the Senate bring their proposed transportation bills to the conference committee and try to come to an agreement before the current TEA-21 extension expires on May 31st.

Les White, SCMTD, added that Congress needs to name its conferees and that legislators are hoping for a week by week extension so that the bill is kept a high priority. He said that a big issue is the amount of gas tax returned to the states and that if the bill is kept at the \$284 billion limit demanded by President Bush, donor states, like California, won't realize their percentage share of revenue. If the Congress does not act before the end of the session, local transit would suffer tremendously. He said the SCMTD Board is writing letters to state and federal legislators urging them to encourage their colleagues to finalize the bill before the end of the Congressional session.

Commission Alternate Schiffrin moved and Commission Alternate Quintanilla seconded to direct staff to write letters to be signed by the Chair urging congressional representatives to encourage colleagues to approve the federal transportation legislation expeditiously.

The motion passed unanimously.

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

Open Session

9. Santa Cruz Branch Rail Line Acquisition Draft - Updated Project Timeline and Preliminary Title Report

Acting Executive Director Pat Dellin noted revisions to the timeline saying that since Union Pacific has not yet provided all the requested information, the final Request for Proposals (RFP) for a short-line operator will probably be brought to the Commission at

5-11.62

its second June meeting rather than the June 2nd meeting. She added that further revisions to the parts of the timeline related to the RFP may be necessary. She said that the new target date for closing the transaction was November.

Ms. Dellin reported that a visit from California Transportation Commission members and senior staff, during which they drove along the rail line and stopped at three locations, was very productive. Commissioners Pirie and Stone and Commission Alternate Schiffirin agreed that the CTC representatives seemed supportive of the Proposition 116 application on the grounds of preserving the rail corridor for future transportation use.

Commissioner Pirie asked staff to check with the CTC to see if it would be beneficial to invite other CTC commissioners to visit the rail corridor.

Kirk Trost, Miller, Owen & Trost, discussed aspects of the preliminary title report, beginning with an explanation of the valuation maps and how they differ from parcel maps. He illustrated examples of agreements between landowners and the railroads that had acquired the property and the types of conditions that were sometimes imposed. He explained the difference between titles held in fee and easements, powers of termination and the state and federal laws that ensure that property held as easement for railroad purposes can be preserved if a public agency assumes full ownership.

Mr. Trost noted that there were missing parcels and parcels with no recorded deed. He said that federal jurisdiction prevented any state-law title defects from causing the railroad to be ejected from the land and that the land could be bought and "rail banked" in the event it did not continue to be used for railroad purposes. He added that state prescriptive law might also protect acquisition of the rail corridor property and that the landowner would be able to use the easement parcels for anything consistent with easement purposes.

Mr. Trost said that title insurance will only cover identified parcels and that the RTC will have to rely on state and federal law to protect the continuity of the corridor over parcels not identified in the title report. He said that a site specific analysis to determine the continuing applicability of any covenants affecting various parcels would be difficult and expensive.

Commissioner Keogh asked if the appraisal values will reflect the type of title held. He also asked what the potential cost would be to perfect the title.

Mr. Trost replied that the appraised value will be adjusted to reflect the type of title. He also said his position is that there is no need to "perfect" the title, since there has been no question of the right to a continuous rail corridor for over a hundred years.

Mr. Trost discussed quitclaim deeds versus grant deeds, saying that Union Pacific will probably want to quitclaim the property to the Commission.

Commissioner Tavantzis asked a hypothetical question regarding fencing as part of an easement agreement and what the responsibility of the Commission would be to maintain

5-11. b3

or rebuild a fence. Mr. Trost said if the condition were still relevant under existing circumstances, Union Pacific could be required to satisfy the condition. If the Commission acquires the line, that condition would be assumed with the transfer.

Commissioner Keogh raised questions about parcels not contained in the report and gaps in the numbering. Mr. Trost said that valuation maps do not use a sequential numbering system.

Commissioners discussed the difficulty of ascertaining the extent of the rail corridor from the valuation maps and if they could be assured that the sum of all these parcels is the whole rail corridor and if they could make sure that there are not parcels owned by an entity other than Union Pacific along the corridor. Mr. Trost said he would check with the title company to see if they can make a comment on the continuity of the line, but that usually this is not done because the assurance of continuity is based on the fact that the corridor has been operating as a continuous rail line for a substantial amount of time.

Acting Executive Director Pat Dellin said that staff could have the valuation maps available in the office for closer inspection by Commissioners, and that Planners Luis Mendez and Grace Blakeslee could help guide the Commissioners in navigating the maps. Ms. Dellin also introduced options to provide more usable mapping, including scanning the maps or digitizing information from the valuation maps.

Commissioners discussed the objective of additional mapping and whether additional mapping was needed now or in the future for a specific project along the corridor.

Commission Alternate Schiffrin asked if it were possible to obtain the Mesiti-Miller maps for the whole corridor.

Commissioner Tavantzis moved to ask staff to ask the Mesiti-Miller firm to make maps of the corridor available to the Commission. Commissioner Beautz seconded.

Commission Alternate Schiffrin asked if the maker and second would be willing to include the staff recommendations in the motion. Commissioners Tavantzis and Beautz agreed.

Commissioner Spence noted that when the RFP for the short-line operator is released, the structures assessment will not be available and asked if a note could be included in the final RFP that the structures assessment is not yet available. Staff agreed.

The motion to approve the Rail Acquisition Task Force and staff recommendations that the Regional Transportation Commission:

1. Approve the draft updated project timeline for the Rail Line Acquisition project;
2. Review the attached preliminary title report and supplemental reports and memo from Kirk Trost, the RTC's rail acquisition negotiator;
3. Give the consultants and staff direction on any mapping or additional information

5-11.64

- related to the Preliminary Title Report that the Commission wants to have developed;
and
4. Direct staff to return to the June Transportation Policy Workshop meeting with the additional information,
with the addition that staff ask Mesiti-Miller to make maps of the corridor available to the Commission, passed unanimously.

Commissioner Reilly suggested having riders on the freight line to make a video of the corridor. Staff said they would look into the idea.

10. Next Meetings / Adjournment

The meeting adjourned at 10:55 a.m.

The next regular RTC meeting will be held Thursday, June 2, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

The next Transportation Policy Workshop will be held Thursday, June 16, 2005 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

There are no SCCRTC meetings scheduled for July.

Respectfully submitted,

Gini Pineda, Staff

S-11.65

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
Les White	SCMTD
Genevieve Bookwalter	Santa Cruz Sentinel
Bob Scott	SCCRTC Technical Advisor
Ken Kannegaard	Cemex
Bonnie Morr	UTU Local 23
Bill Comfort	
Leo Moll	Bicycle Committee

\\RTCSEV1\Shared\TPW\TPW 2005\May05\TPW Minutes 0505.doc

5-11.66

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 05-06

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize renewal of property insurance coverage with QBE Insurance Corporation.

II. SUMMARY OF ISSUES

- The District carries property insurance on all its owned facilities and on leased facilities in accordance with lease agreements, as well as on building contents.
- The premium renewal for FY 05-06 is \$32,815.

III. DISCUSSION

Saylor & Hill, the District's property insurance broker, has arranged for renewal of property insurance coverage with QBE Insurance Corporation. This is all risk coverage, excluding earthquake and flood, and includes buildings and contents, employee tools, telephone system, and other equipment, with a \$5,000 deductible. The District carries flood insurance on one location, 1200 River Street, under a separate policy. The QBE Insurance Corporation is rated A, IX by Best. The renewal quote is the same as last year's premium.

IV. FINANCIAL CONSIDERATIONS

The insurance cost is included in the FY 05-06 final budget.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER AMENDING FOLGER GRAPHICS CONTRACT FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Folger Graphics for graphic design services for Headways, to extend the term of the contract for one (1) additional year.

II. SUMMARY OF ISSUES

- The District entered into a contract (#02-15) with Folger Graphics for graphic design and print coordination services for the production of Headways on July 1, 2003.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms under the same terms and conditions.
- Folger Graphics has indicated that they are interested in extending the contract for an additional year with no change in the rate of compensation.

III. DISCUSSION

The District's current contract (#02-15) with Folger Graphics for graphic design and print coordination services for the production of Headways is due to expire on June 30, 2005. Folger Graphics has provided excellent service under this contract. An extension of the contract would be advantageous to the District. Section 4.01 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Folger Graphics has also reviewed the contract and has indicated their desire to extend the contract one additional year with no change in the rate of compensation. It is recommended that the Board of Directors authorize the General Manager to execute a second amendment to the contract with Folger Graphics to extend the contract one (1) more additional year with no change in the rate of compensation.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Customer Service budget for this amendment. Annual budget for these services is \$30,000.

5-14.1

V. ATTACHMENTS

Attachment A: Letter from Folger Graphics

Attachment B: Second Amendment to Contract 02-15 with Folger Graphics

5-14.2



PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

May 10, 2005

Lloyd Longnecker
Santa Cruz Metropolitan Transit District
110 Vernon Street, Suite B
Santa Cruz, California 95060

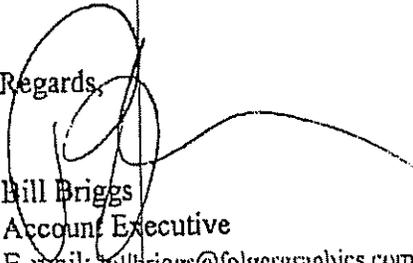
Re: Proposed Second Amendment to District Contract No. 02-15 for Graphic Design Services

I am responding to your letter dated May 2, 2005 referencing expiration of current contract on June 30, 2005.

I have reviewed the contract attached and issue this letter of intent to extend contract for the new term of an additional one-year period with no modification to the existing contract.

I would happy to answer any questions you may have

Regards,


Bill Briggs
Account Executive
E-mail: billbriggs@folgergraphics.com
Office: 510-887-5656x104/ cell: 510-329-0983

5-14.91

Attachment **B**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 02-15 FOR GRAPHIC DESIGN AND PRINT COORDINATION SERVICES

This Second Amendment to Contract No. 02-15 for graphic design and print coordination services is made effective July 1, 2005 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Folger Graphics ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for graphic design and print coordination services ("Contract") on July 1, 2003.
- 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 4.01 is amended to include the following language:

This Contract shall continue through June 30, 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 Second Amendment to the Contract and the person signing this Second Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Second Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-14.61¹

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
FOLGER GRAPHICS

By _____
Linda Torre
Vice President of Administration

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-14.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF APPROVING AN EXTENSION OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT FOR A GRANT-FUNDED PROJECT TO BUY 3-POSITION BIKE RACKS FOR METRO BUSES

I. RECOMMENDED ACTION

Approve an extension of the Independent Contractor Agreement with Santa Cruz County to allow more time to purchase 3-position bike racks for METRO buses.

II. SUMMARY OF ISSUES

- In November 2002, METRO submitted a grant application through the Santa Cruz County Public Works Department to the California Department of Transportation (Caltrans) Bicycle Transportation Account to upgrade the bike racks on buses to carry 3 instead of 2 bikes.
- In January 2004, Caltrans awarded \$81,000 in grant funds through Santa Cruz County to upgrade bike racks on METRO buses. METRO executed an Independent Contractor Agreement with the County in August, 2004 to buy and install the racks.
- METRO solicited bids from bike rack vendors to furnish the 3-position racks in April, 2005 with the expectation that a purchase contract would be awarded to obligate the grant funds by June 30 as specified in the Independent Contractor Agreement.
- Due to a delay in the bidding process, METRO is unable to award a contract by June 30, 2005. Santa Cruz County Public Works Department has offered a contract extension to be considered by the Board of Supervisors in August so that METRO can continue with project implementation beyond June 30th.
- Staff recommends that the Board authorize the General Manager to execute an extension of the Independent Contractor Agreement.

III. DISCUSSION

The California Department of Transportation (Caltrans) solicited grant applications in August 2002 for funds from the State's Bicycle Transportation Account to fund projects that improve safety and convenience for bicycle commuters. The Board authorized the General Manager to submit an application through the Santa Cruz County Public Works

Department to upgrade bike racks on METRO buses from the current model which carries 2 bikes per rack to a new model which can carry 3 bikes in each rack.

METRO's application was successful and Caltrans awarded \$81,000 in grant funds through the Santa Cruz County Public Works Department to METRO in January 2004 to upgrade the bike racks as proposed in the application. METRO will contribute a 10% local match of \$9,000 toward the total project cost of \$90,000. Santa Cruz County will charge a 7% fee (approximately \$5,300) for administering the pass-through funds.

As the pass-through agency for the State funds, the Santa Cruz County Public Works Department required an Independent Contractor Agreement with the District to specify authority and obligations of the two parties. METRO executed the Independent Contractor Agreement on August 24, 2005.

METRO staff solicited vendor bids to furnish the bike racks in April, 2005 with the expectation that a purchase contract could be awarded to obligate the funds in May, allowing the typical interval between bid solicitation and contract award. The Independent Contractor Agreement specified that the grant funds be obligated before the June 30, 2005 expiration date.

Due to a delay in the bidding process, METRO is unable to award a procurement contract by June 30th. Inasmuch as the grant award agreement between Caltrans and the County has an expiration date of April, 2006, the Santa Cruz County Public Works Department has offered to extend the expiration date in the Independent Contractor Agreement so that METRO can implement the project. The Santa Cruz County Board of Supervisors will consider the extension in August.

Bicycle rack usage has increased significantly on the Highway 17 Express since the buses began serving Metro Center in downtown Santa Cruz. Installing the new 3-position bike racks will add capacity to meet the demand for bikes on buses and offer METRO passengers better service. METRO staff recommends that the Board authorize the General Manager to execute an extension of the Independent Contractor Agreement with the County.

IV. FINANCIAL CONSIDERATIONS

This grant provides \$75,700.93 to METRO to purchase new bike racks. Capital funds are available in the budget to pay the local match of up to \$14,299.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH DRIVER ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE.

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Driver Alliant Insurance Services, Inc. for licensed broker services to extend the term of the contract through June 30, 2006 and to continue access to the California Public Entity Insurance Authority joint powers agreement in order to access excess workers' compensation insurance.

II. SUMMARY OF ISSUES

- The District has a contract with Driver Alliant Insurance Services, Inc. for Licensed Broker Services for Excess Workers' Compensation Coverage.
- In order to access the joint powers agreement with the California Public Entity Insurance Authority (CPEIA) for low rates for excess workers' compensation insurance, Metro must contract with the services of Drivers Alliance Insurance Services.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Driver Alliant Insurance Services, Inc. has indicated that they are interested in extending the contract.
- It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Driver Alliant Insurance Services, Inc. to extend the contract through June 30, 2006 and to continue the access to the CPEIA joint powers agreement in order to access excess workers' compensation insurance.

III. DISCUSSION

The District's current contract with Driver Alliant Insurance Services, Inc. for Licensed Broker Services for Excess Workers' Compensation Coverage is due to expire on June 30, 2005. Driver Alliant Insurance Services, Inc. has provided good service under this contract. An extension of

the contract would be favorable to the District. Section 4.01 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Contractor has also reviewed the contract and has indicated their desire to extend the contract at the same rate of compensation for the new contract period.

Since 1979, the County Supervisors Association of California dba California State Association of Counties (CSAC) Excess Insurance Authority (EIA) has provided its members with numerous risk management and insurance programs that have allowed them to manage various loss exposures. CSAC-EIA is one of the estimated 150 joint powers insurance pools currently operating in California. In 2001, CSAC established a "sister JPA" called the California Public Entity Insurance Authority (CPEIA). The CPEIA was created to provide other public agencies in California a vehicle to participate in CSAC's programs and services, specifically insurance programs including excess workers' compensation insurance. CSAC benefits from membership in the CPEIA as a result of additional resources and credibility in the insurance marketplace. In addition, CPEIA members are charged a fee of .5% of their premium for access to the CSAC's major programs.

In November 1979, the first CSAC program was established which was the Excess Worker's Compensation (EWC) program. Coverage is provided above various self-insured retentions or the Primary Workers' Compensation Program is pooled with excess reinsurance purchased to \$50,000,000 in limits. Forty-nine counties and over twenty-five CPEIA members currently participate in the EWC Program. Membership in this program has grown significantly due to the hard insurance market and the creation of the CPEIA.

By belonging to the CSAC-CPEIA, METRO's insurance premium for excess workers' compensation insurance coverage for the new fiscal year will be \$78,132 (a 9.5% decrease from last years premium of \$86,300). The reason for this decrease is a softening of the re-insurance and excess insurance markets as well as the District's improved actuarial projections.

It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Driver Alliant Insurance Services, Inc. to extend the contract through June 30, 2006 and to continue the access to the CPEIA joint powers agreement in order to access excess workers' compensation insurance.

IV. FINANCIAL CONSIDERATIONS

The licensed insurance brokers' fee for Drivers Alliance Insurance Services through June 30, 2006 is \$10,000. The annual premium for CPEIA workers compensation insurance coverage is \$78,132.

V. ATTACHMENTS

- A- Letter from Driver Alliant Insurance Services, Inc.
- B- Contract Amendment

Attachment ____

driver+alliant | INSURANCE SERVICES

INTEGRATED INSURANCE & FINANCIAL SERVICES

June 13, 2005

Mr. Lloyd Longnecker
Santa Cruz Metro Transit District
120 DuBois Street
Santa Clara, CA 95060

RE: BROKER SERVICES

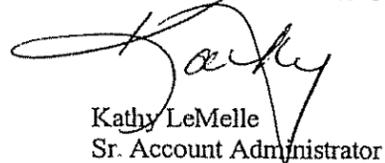
Dear Mr. Longnecker:

With respect to the July 1, 2005- 2006 Excess Workers' Compensation Insurance renewal, please be advised that the 6/30/05-06 annual broker fee of \$10,000 will remain the same as expiring. A pro-rated amount of \$6,820 was invoiced to you last year for the period of 10/24/04 – 6/30/05.

Our invoice in the amount of \$10,000 will follow under separate cover.

Feel free to give us a call with any questions or concerns you may have.

Sincerely,
DRIVER ALLIANT INSURANCE SERVICES, INC.



Kathy LeMelle
Sr. Account Administrator

/kel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

INSURANCE PROPOSAL JULY 1, 2005 TO JULY 1, 2006

EXCESS WORKERS' COMPENSATION

INDICATION - CSAC/CPEIA (California Public Entity Insurance Authority)

	<u>7/1/04-05</u>	<u>7/1/05-06</u>
COVERAGE & LIMITS	\$100,000,000 Limit \$5,000,000/\$5,000,000 EL Limit	\$100,000,000 Limit \$5,000,000/\$5,000,000 EL Limit
SIR	\$500,000	\$500,000
ESTIMATED ANNUAL PAYROLL	\$16,970,181	\$16,589,000
ESTIMATE PER \$100	.5085	.4710
ESTIMATED FUNDING	\$86,300	\$78,132 (10% decrease from Expiring)

NOTE: THIS POLICY CHART IS ONLY AN OUTLINE OF COVERAGE THAT HAS BEEN PREPARED FOR YOUR CONVENIENCE. ACTUAL POLICY LANGUAGE MUST BE CONSULTED FOR ANY DEFINITIVE EVALUATION OF COVERAGE TERMS AND CONDITIONS.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

INSURANCE PROPOSAL JULY 1, 2005 – JULY 1, 2006

EXCESS WORKERS' COMPENSATION

INDICATION - CSAC/CPEIA (California Public Entity Insurance Authority)

	<u>7/1/03-04</u>	<u>7/1/04-05</u>	<u>7/1/05-06</u>
COVERAGE & LIMITS	100,000,000 Limit \$5,000,000/\$5,000,000 EL Limit	\$100,000,000 Limit \$5,000,000/\$5,000,000 EL Limit	\$100,000,000 Limit \$5,000,000/\$5,000,000 EL Limit
SIR	\$500,000	\$500,000	\$500,000
ESTIMATED ANNUAL PAYROLL	\$14,330,113	\$16,970,181	\$16,589,000
ESTIMATE PER \$100	.5800	.5085	.4710
ESTIMATED FUNDING	\$82,600 (\$48,297 Pro-rated)	\$86,300	\$78,132 (10% decrease from Expiring)

NOTE: THIS POLICY CHART IS ONLY AN OUTLINE OF COVERAGE THAT HAS BEEN PREPARED FOR YOUR CONVENIENCE. ACTUAL POLICY LANGUAGE MUST BE CONSULTED FOR ANY DEFINITIVE EVALUATION OF COVERAGE TERMS AND CONDITIONS.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SECOND AMENDMENT TO CONTRACT FOR
LICENSED BROKER SERVICES FOR
EXCESS WORKERS' COMPENSATION COVERAGE (03-02)**

This Second Amendment to the Contract for Licensed Broker Services for Excess Workers' Compensation Coverage is made effective July 1, 2005, between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Driver Alliant Insurance Services, Inc. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Licensed Broker Services for Excess Workers' Compensation Coverage ("Contract") on October 24, 2003.
- 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 4.01 is amended to include the following language:

This Contract shall continue through June 30, 2006. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

For the effective period of July 1, 2005 through June 30, 2006, District shall compensate Contractor \$10,000.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
DRIVER ALLIANT INSURANCE SERVICES, INC.

By _____
Robin Johnson
Vice-President, Public Entities

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 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

Mary Elizabeth Bytheway, Senior Accounting Technician

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

John M. Fuentes, Bus Operator

THIRTY YEARS

None

6.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: ADOPTION OF FY 05-06 FINAL BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt a resolution approving the final budget for FY 05-06 as presented in Attachment B; authorize Board member travel in FY 05-06 as described in Attachment C; approve the Employee Incentive Program as presented in Attachment D; and authorize staffing levels as listed in Attachment E.

II. SUMMARY OF ISSUES

- The recommended final budget for FY 05-06 provides for continuation of the reduced level of transit service to the public as of September 2004, and is the updated version of the second year of the two-year budget adopted by the Board of Directors in June of 2004, covering FY 04-05 and FY 05-06.
- The recommended final operating budget totals \$34,083,000, an increase of \$8,000 from the draft final budget.
- Several changes have been made to the draft final budget in operating revenue and operating expense to balance the final budget.
- The recommended final capital improvement program totals \$31,436,829, and includes several carryover projects from FY 04-05.

III. DISCUSSION

The final budget for FY 05-06 is presented this month for adoption by the Board of Directors, for implementation July 1, 2005, the first day of the new fiscal year. The authorizing resolution is included as Attachment A, with the recommended final budget as Attachment B (Exhibit A to the resolution). The budget represents the updated version of the second year of the two-year budget adopted by the Board of Directors in June 2004.

State law requires that all Board member travel be formally authorized by the Board of Directors. To satisfy this requirement, all anticipated Board member travel during the fiscal year is included as Exhibit B to the budget resolution (Attachment C). This is the same level of Board travel as in FY 04-05.

The proposed Employee Incentive Program, recognizing employee achievement, is included as Attachment D.

7.1

Operating expenses for FY 05-06 total \$34,083,000, with operating revenues totaling \$32,662,500 for a shortfall of \$1,420,500. The shortfall is met by one-time funding including use of reserves (Attachment F) and carryover funds (Attachment G). Sales tax is budgeted at 3.0% above FY 04-05 actual. Passenger revenue is projected based on trends through March 31st.

Changes in the draft final operating budget are as follows:

- Increase the long-term disability (LTD) insurance accounts for all departments by \$4,310 to reflect the correct formula for determining the LTD premiums.
- Increase other fringe benefits by \$910 to reflect the correct premiums for the Employee Assistance Program.
- Increase the employee incentive program by \$1,780 to include all employees due to receive longevity awards.
- Increase telecommunications for IT by \$1,000 to reflect SBC increases.
- Increase interest income by \$8,000 to fund the operating expense increases listed above.

A total of 330.25 full-time employee equivalents are funded in the FY 05-06 budget, as highlighted in Attachment E. This is a net increase of one SEIU-represented position from the FY 04-05 budget.

At the budget workshop with Union representatives and interested employees, a budget question was raised regarding long-term disability insurance expense. This has been addressed in the final budget as indicated above.

At the May public hearing on the draft final budget, there were several requests for information from the Board and the public. The information is included as attachments to this staff report.

The capital program has been updated to reflect the latest status of the District's capital projects, many of which are in progress.

IV. FINANCIAL CONSIDERATIONS

The recommended final budget for FY 05-06 is balanced with savings from major service reductions and staffing reductions implemented in FY 04-05, use of reserves, and projected carryover in the amount of \$935,500. The use of \$13,604,867 in reserves is required for the District's share of the capital improvement program.

7.2

V. ATTACHMENTS

- Attachment A:** Budget Resolution.
- Attachment B:** Recommended FY 05-06 Final Budget.
- Attachment C:** Board Member Travel for FY 05-06.
- Attachment D:** Employee Incentive Program for FY 05-06.
- Attachment E:** FY 05-06 Authorized Personnel.
- Attachment F:** Reserve Balances.
- Attachment G:** Estimated Detail of Carryover Funds.
(To be distributed at June 10th meeting.)
- Attachment H:** ParaCruz Analysis. (To be distributed at June 10th meeting.)

ATTACHMENT A

FY 05-06

BUDGET RESOLUTION

7.a1

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
ADOPTING A BUDGET FOR FISCAL YEAR 2005-2006**

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to adopt a budget for each fiscal year;

WHEREAS, a budget for capital and operating expenses and revenues has been developed for fiscal year 2005-2006;

NOW, THEREFORE, BE IT RESOLVED, that the budget attached hereto as Exhibit A and presented to the Board of Directors is hereby adopted; and

BE IT FURTHER RESOLVED, that the Board member travel attached hereto as Exhibit B is hereby adopted this 24th day of June, 2005, by the following vote.

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
MICHAEL W. KEOGH
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.92

ATTACHMENT B

FY 05-06

RECOMMENDED FINAL BUDGET

(EXHIBIT A)

7.61

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FINAL BUDGET
FY 05-06**

REVENUE SOURCE	EST	ORIGINAL	FINAL	CHANGE	VARIANCE
	ACTUAL FY 04-05	FY 05-06	FY 05-06	FROM FY 04-05 ACTUAL	FROM ORIG
1 Passenger Fares	\$ 3,504,764	\$ 4,014,157	\$ 3,574,868	2.0%	\$ (439,289)
2 Special Transit Fares	\$ 2,359,615	\$ 2,231,867	\$ 2,414,780	2.3%	\$ 182,913
3 Paratransit Fares	\$ 248,000	\$ 356,400	\$ 295,500	19.2%	\$ (60,900)
4 Highway 17 Fares	\$ 626,776	\$ 593,752	\$ 626,776	0.0%	\$ 33,024
5 Highway 17 Payments	\$ 409,195	\$ 470,959	\$ 409,195	0.0%	\$ (61,764)
6 Commissions	\$ 6,000	\$ 7,548	\$ 6,000	0.0%	\$ (1,548)
7 Advertising Income	\$ 50,000	\$ 90,000	\$ 50,000	0.0%	\$ (40,000)
8 Rent Income - SC Metro Center	\$ 95,745	\$ 98,617	\$ 93,903	-1.9%	\$ (4,714)
9 Rent Income - Watsonville TC	\$ 47,877	\$ 49,313	\$ 47,995	0.2%	\$ (1,318)
10 Rent Income - General	\$ 12,800	\$ -	\$ 4,800	-62.5%	\$ 4,800
11 Interest Income	\$ 420,000	\$ 297,000	\$ 428,000	1.9%	\$ 131,000
Other Non-Transp Revenue	\$ 4,500	\$ 6,120	\$ 4,500	0.0%	\$ (1,620)
13 Sales Tax	\$15,377,900	\$15,839,237	\$ 15,839,237	3.0%	\$ -
14 Transp Dev Act (TDA) Funds	\$ 5,413,251	\$ 5,662,791	\$ 5,677,686	4.9%	\$ 14,895
15 FTA Sec 5307 - Op Assistance	\$ 2,950,231	\$ 2,804,435	\$ 3,091,556	4.8%	\$ 287,121
16 Repay FTA Advance (#1 of 5)	\$ -	\$ -	\$ (70,000)	100.0%	\$ (70,000)
17 FTA Sec 5311 - Rural Op Asst	\$ 92,928	\$ 65,704	\$ 65,704	-29.3%	\$ -
18 Transfer from Capital/Proj Mgr	\$ 102,000	\$ 107,100	\$ 102,000	0.0%	\$ (5,100)
SUBTOTAL REVENUE	\$31,721,582	\$32,695,000	\$ 32,662,500	3.0%	\$ (32,500)
ONE-TIME REVENUE					
19 FTA Sec 5307 - One Time Advance	\$ 350,000	\$ -	\$ -		\$ -
20 Carryover from Previous Year	\$ 800,000	\$ 800,000	\$ 935,500		\$ 135,500
21 Transfer from Reserves	\$ -	\$ 335,000	\$ 335,000		\$ -
22 Transfer from Insurance Reserves	\$ 150,000	\$ 150,000	\$ 150,000		\$ -
SUBTOTAL ONE-TIME REVENUE	\$ 1,300,000	\$ 1,285,000	\$ 1,420,500		\$ 135,500
TOTAL REVENUE	\$33,021,582	\$33,980,000	\$ 34,083,000	3.2%	\$ 103,000

Updated 6/03/05

7.62

**SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
DEPARTMENTAL EXPENSES**

DEPARTMENT	FY 04-05 REVISED	FY 05-06 ORIGINAL	FY 05-06 FINAL	% CHANGE FROM FY 04-05	VAR FROM ORIG
1100 Administration	1,468,122	1,544,959	1,568,882	6.9%	23,923
1200 Finance	1,459,072	1,508,727	1,429,592	-2.0%	(79,135)
1300 Customer Service	586,308	576,919	565,047	-3.6%	(11,872)
1400 Human Resources	384,325	409,360	449,524	17.0%	40,164
1500 Information Technology	549,711	558,877	571,422	3.9%	12,545
1700 District Counsel	388,251	412,057	408,333	5.2%	(3,724)
1800 Risk Management	254,915	258,014	259,015	1.6%	1,001
2200 Facilities Maintenance	1,516,062	1,577,207	1,403,227	-7.4%	(173,980)
3100 Paratransit Program	3,372,341	3,105,440	3,578,538	6.1%	473,098
3200 Operations	2,487,177	2,584,768	2,522,794	1.4%	(61,974)
3300 Bus Operators	12,673,947	12,818,005	12,766,122	0.7%	(51,883)
4100 Fleet Maintenance	6,864,040	7,090,374	7,404,241	7.9%	313,867
9001 Cobra Benefits	-	-	-	0.0%	-
9005 Retired Employee Benefits	1,020,679	1,076,316	1,155,813	13.2%	79,497
Additional Operating Programs	300	300	450	50.0%	150
SUBTOTAL OPERATING EXPENSE	33,025,250	33,521,323	34,083,000	3.2%	561,677
One-Time Paratransit Expenses	37,428	70,000	-	-100.0%	(70,000)
Contingency Fund	-	300,000	-	-100.0%	(300,000)
TOTAL OPERATING EXPENSES	33,062,678	33,891,323	34,083,000	3.1%	191,677

7. b3

**SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501011 Bus Operator Pay	7,430,402	7,897,147	6.3%
501013 Bus Operator OT	1,110,350	1,154,109	3.9%
501021 Other Salaries	6,050,533	6,223,417	2.9%
501023 Other OT	192,616	166,200	-13.7%
Totals	14,783,901	15,440,873	4.4%
FRINGE BENEFITS			
502011 Medicare/SS	176,478	226,164	28.2%
502021 Retirement	1,600,993	1,728,898	8.0%
502031 Medical Ins	3,288,358	3,724,628	13.3%
502041 Dental Ins	520,945	534,944	2.7%
502045 Vision Ins	140,610	144,360	2.7%
502051 Life Ins	68,330	48,768	-28.6%
502060 State Disability	260,616	333,050	27.8%
502061 Long Term Disability Ins	250,467	191,434	-23.6%
502071 State Unemployment	91,750	85,251	-7.1%
502081 Worker's Comp	1,489,828	1,396,680	-6.3%
502101 Holiday Pay	312,591	349,401	11.8%
502103 Floating Holiday	62,708	63,200	0.8%
502109 Sick Leave	741,940	764,588	3.1%
502111 Vacation	1,498,472	1,546,028	3.2%
502121 Other Paid Absence	164,807	184,803	12.1%
502251 Phys. Exam - Renewal	13,498	15,178	12.4%
502253 Driver Lic Renewal	4,531	3,941	-13.0%
502999 Other Fringe Benefits	17,327	19,335	11.6%
Totals	10,704,249	11,360,650	6.1%
SERVICES			
503011 Accting/Audit Fees	80,250	77,650	-3.2%
503012 Admin/Bank Fees	231,450	238,309	3.0%
503031 Prof/Technical & Fees	231,248	324,594	40.4%
503032 Legislative Services	73,180	87,375	19.4%
503033 Legal Services	54,320	55,950	3.0%
503034 Employment Exams	18,388	9,369	-49.0%
503041 Temp Help	94,640	-	-100.0%
503161 Custodial Services	95,800	107,800	12.5%
503162 Uniforms/Laundry	54,478	57,223	5.0%
503171 Security Services	392,555	424,699	8.2%
503221 Classified/Legal Ads	18,348	19,200	4.6%
503225 Graphics Services	13,007	15,450	18.8%
503351 Building Repair - Out	35,000	35,000	0.0%
503352 Equip Repair - Out	158,539	176,578	11.4%
503353 Rev Veh Repair - Out	259,542	289,769	11.6%
503354 Other Veh Repair - Out	56,341	58,031	3.0%
503363 Haz Waste Disposal	31,000	31,000	0.0%
Totals	1,898,086	2,007,997	5.8%

7.64

**SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
PURCHASED TRANSPORTATION			
503405 Contract Transp	-	-	0.0%
503406 Contract/Paratransit	1,064,000	309,600	-70.9%
Totals	1,064,000	309,600	-70.9%
MOBILE MATERIALS & SUPPLIES			
504011 Fuels & Lubricants	90,280	85,148	-5.7%
504012 Fuels & Lubricants - Rev Veh	1,565,474	2,009,299	28.4%
504021 Tires & Tubes	170,000	178,560	5.0%
504161 Other Mobile Supplies	13,500	7,740	-42.7%
504191 Rev Vehicle Parts	359,000	407,510	13.5%
Totals	2,198,254	2,688,257	22.3%
OTHER MATERIALS & SUPPLIES			
504205 Freight Out	4,724	5,511	16.7%
504211 Postage & Mailing	26,650	18,847	-29.3%
504214 Promotional Items	25	26	4.0%
504215 Printing	83,293	65,088	-21.9%
504217 Photo Supp/Process	10,120	13,015	28.6%
504311 Office Supplies	89,518	70,948	-20.7%
504315 Safety Supplies	21,018	21,875	4.1%
504317 Cleaning Supplies	54,170	58,730	8.4%
504409 Repair/Maint Supply	67,881	55,000	-19.0%
504421 Non-Inventory Parts	43,000	40,500	-5.8%
504511 Small Tools	13,700	8,100	-40.9%
504515 Employee Tools	1,800	2,500	38.9%
Totals	415,899	360,140	-13.4%
UTILITIES			
505011 Gas & Electric	194,600	160,100	-17.7%
505021 Water & Garbage	95,207	96,100	0.9%
505031 Telecommunications	72,298	84,682	17.1%
Totals	362,105	340,882	-5.9%
CASUALTY & LIABILITY COSTS			
506011 Insurance - Property	40,506	49,500	22.2%
506015 Insurance - PL/PD	541,000	440,000	-18.7%
506021 Insurance - Other	1,000	1,600	60.0%
506123 Settlement Costs	150,000	150,000	0.0%
506127 Repair - District Prop	-	-	0.0%
506999 Other Casualty Exp	-	-	0.0%
Totals	732,506	641,100	-12.5%

7.65

**SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
TAXES			
507051 Fuel Tax	10,544	10,661	1.1%
507201 Licenses & Permits	12,795	12,082	-5.6%
507999 Other Taxes	25,200	25,000	-0.8%
Totals	48,539	47,743	-1.6%
MISC EXPENSE			
509011 Dues/Subscriptions	52,071	54,159	4.0%
509081 Advertising-Promo	-	-	0.0%
509101 Incentive Program	7,820	7,547	-3.5%
509121 Employee Training	5,585	8,800	57.6%
509123 Travel	20,015	21,870	9.3%
509125 Other Misc Expense	4,000	6,628	65.7%
509127 Board Fees	13,200	13,200	0.0%
509150 Contributions	500	500	0.0%
Totals	103,191	127,704	23.8%
LEASES & RENTALS			
512011 Facility Lease	692,141	736,122	6.4%
512061 Equipment Rental	22,380	21,932	-2.0%
Totals	714,521	758,054	6.1%
PERSONNEL TOTAL	25,488,150	26,801,523	5.2%
NON-PERSONNEL TOTAL	7,537,101	7,281,477	-3.4%
DEPARTMENT TOTALS	33,025,250	34,083,000	3.2%
One-Time Paratransit Expenses	37,428	-	-100.0%
Contingency Fund	-	-	0.0%
TOTAL OPERATING EXPENSE	33,062,678	34,083,000	3.1%

7.66

ADMINISTRATION

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Administration - 1100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	558,713	587,867	5.2%
501023 Other OT	500	500	0.0%
Totals	559,213	588,367	5.2%
FRINGE BENEFITS			
502011 Medicare/SS	9,697	9,452	-2.5%
502021 Retirement	71,744	71,609	-0.2%
502031 Medical Ins	66,548	71,567	7.5%
502041 Dental Ins	10,642	10,128	-4.8%
502045 Vision Ins	3,240	3,147	-2.9%
502051 Life Ins	1,976	1,332	-32.6%
502060 State Disability (SDI)	6,649	8,491	27.7%
502061 Long Term Disability Ins	8,972	5,756	-35.8%
502071 State Unemployment (SUI)	2,174	2,174	0.0%
502081 Worker's Comp	31,987	28,181	-11.9%
502101 Holiday Pay	7,570	7,564	-0.1%
502103 Floating Holiday	14,800	15,200	2.7%
502109 Sick Leave	30,279	30,257	-0.1%
502111 Vacation	54,981	54,757	-0.4%
502121 Other Paid Absence	4,000	4,000	0.0%
502999 Other Fringe Benefits	1,581	1,600	1.2%
Totals	326,839	325,214	-0.5%
SERVICES			
503012 Admin/Bank Fees	1,100	1,100	0.0%
503031 Prof/Technical & Fees	14,080	67,580	380.0%
503032 Legislative Services	73,180	87,375	19.4%
503041 Temp Help	14,000	-	-100.0%
503221 Classified/Legal Ads	7,478	7,700	3.0%
503352 Equip Repair - Out	7,500	7,015	-6.5%
Totals	117,338	170,770	45.5%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	9,100	9,250	1.6%
504215 Printing	6,580	2,760	-58.1%
504217 Photo Supp/Process	100	100	0.0%
504311 Office Supplies	6,630	6,940	4.7%
Totals	22,410	19,050	-15.0%
UTILITIES			
505011 Gas & Electric	43,000	37,000	-14.0%
505021 Water & Garbage	4,645	5,600	20.6%
505031 Telecommunications	5,436	4,100	-24.6%
Totals	53,081	46,700	-12.0%

7.67

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Administration - 1100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE			
509011 Dues/Subscriptions	43,480	44,790	3.0%
509085 Advertising - Rev Prod	-	15,000	100.0%
509101 Incentive Program	4,820	4,547	-5.7%
509123 Travel	18,295	20,000	9.3%
509125 Other Misc Expense	3,100	5,778	86.4%
509127 Board Fees	13,200	13,200	0.0%
Totals	<u>82,895</u>	<u>103,315</u>	24.6%
LEASES & RENTALS			
512011 Facility Lease	304,006	313,126	3.0%
512061 Equipment Rental	2,340	2,340	0.0%
Totals	<u>306,346</u>	<u>315,466</u>	3.0%
PERSONNEL TOTAL	886,052	913,581	3.1%
NON-PERSONNEL TOTAL	582,070	655,301	12.6%
DEPARTMENT TOTALS	<u><u>1,468,122</u></u>	<u><u>1,568,882</u></u>	6.9%

7.68

FINANCE

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	356,683	386,143	8.3%
501023 Other OT	500	500	0.0%
Totals	357,183	386,643	8.2%
FRINGE BENEFITS			
502011 Medicare/SS	2,567	3,724	45.1%
502021 Retirement	44,131	47,460	7.5%
502031 Medical Ins	50,060	67,662	35.2%
502041 Dental Ins	9,015	10,511	16.6%
502045 Vision Ins	2,160	2,448	13.3%
502051 Life Ins	1,317	1,005	-23.7%
502060 State Disability (SDI)	4,433	6,605	49.0%
502061 Long Term Disability Ins	5,519	4,335	-21.5%
502071 State Unemployment (SUI)	1,449	1,691	16.7%
502081 Worker's Comp	6,287	5,539	-11.9%
502101 Holiday Pay	4,522	4,857	7.4%
502103 Floating Holiday	7,900	8,100	2.5%
502109 Sick Leave	18,087	19,427	7.4%
502111 Vacation	37,990	39,175	3.1%
502121 Other Paid Absence	6,000	6,000	0.0%
502999 Other Fringe Benefits	533	893	67.5%
Totals	201,970	229,432	13.6%
SERVICES			
503011 Accting/Audit Fees	80,000	77,400	-3.3%
503012 Admin/Bank Fees	230,300	237,209	3.0%
503031 Prof/Technical & Fees	-	100	100.0%
503352 Equip Repair - Out	400	686	71.5%
Totals	310,700	315,395	1.5%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	100	103	3.0%
504215 Printing	750	773	3.1%
504311 Office Supplies	2,956	3,090	4.5%
Totals	3,806	3,966	4.2%
UTILITIES			
505031 Telecommunications	1,500	1,500	0.0%
Totals	1,500	1,500	0.0%

7.69

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Finance - 1200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
CASUALTY & LIABILITY COSTS			
506011 Insurance - Property	40,506	49,500	22.2%
506015 Insurance - PL/PD	541,000	440,000	-18.7%
506021 Insurance - Other	1,000	1,600	60.0%
Totals	582,506	491,100	-15.7%
TAXES			
507201 Licenses & Permits	200	206	3.0%
Totals	200	206	3.0%
MISC EXPENSE			
509011 Dues/Subscriptions	1,157	1,300	12.4%
509123 Travel	50	50	0.0%
Totals	1,207	1,350	11.8%
PERSONNEL TOTAL	559,153	616,075	10.2%
NON-PERSONNEL TOTAL	899,919	813,517	-9.6%
DEPARTMENT TOTALS	1,459,072	1,429,592	-2.0%

7.610

CUSTOMER SERVICE

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Customer Service - 1300

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	253,049	243,184	-3.9%
501023 Other OT	1,500	1,500	0.0%
Totals	254,549	244,684	-3.9%
FRINGE BENEFITS			
502011 Medicare/SS	1,253	1,700	35.7%
502021 Retirement	31,470	30,196	-4.0%
502031 Medical Ins	44,773	47,331	5.7%
502041 Dental Ins	9,670	9,344	-3.4%
502045 Vision Ins	2,340	2,098	-10.3%
502051 Life Ins	1,105	702	-36.5%
502060 State Disability (SDI)	4,433	5,661	27.7%
502061 Long Term Disability Ins	3,936	2,752	-30.1%
502071 State Unemployment (SUI)	1,449	1,449	0.0%
502081 Worker's Comp	80,620	71,026	-11.9%
502101 Holiday Pay	3,040	2,976	-2.1%
502109 Sick Leave	12,606	11,904	-5.6%
502111 Vacation	34,784	32,967	-5.2%
502121 Other Paid Absence	4,000	4,000	0.0%
502999 Other Fringe Benefits	221	250	13.1%
Totals	235,699	224,357	-4.8%
SERVICES			
503031 Prof/Technical & Fees	18,000	18,540	3.0%
503225 Graphics Services	13,007	15,450	18.8%
503352 Equip Repair - Out	2,500	2,575	3.0%
Totals	33,507	36,565	9.1%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	3,500	5,150	47.1%
504215 Printing	42,493	30,900	-27.3%
504217 Photo Supp/Process	2,150	4,275	98.8%
504311 Office Supplies	2,500	4,635	85.4%
Totals	50,643	44,960	-11.2%
UTILITIES			
505031 Telecommunications	5,000	6,300	26.0%
Totals	5,000	6,300	26.0%
TAXES			
507201 Licenses & Permits	1,360	2,431	78.8%
Totals	1,360	2,431	78.8%

7.611

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Customer Service - 1300

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE			
509123 Travel	50	50	0.0%
509150 Contributions	500	500	0.0%
Totals	<u>550</u>	<u>550</u>	0.0%
LEASES & RENTALS			
512061 Equipment Rental	5,000	5,200	4.0%
Totals	<u>5,000</u>	<u>5,200</u>	4.0%
PERSONNEL TOTAL	490,248	469,041	-4.3%
NON-PERSONNEL TOTAL	96,060	96,006	-0.1%
DEPARTMENT TOTALS	<u><u>586,308</u></u>	<u><u>565,047</u></u>	<u><u>-3.6%</u></u>

7.612

HRD

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	199,357	244,179	22.5%
501023 Other OT	1,416	1,000	-29.4%
Totals	200,773	245,179	22.1%
FRINGE BENEFITS			
502011 Medicare/SS	3,263	3,918	20.1%
502021 Retirement	23,769	28,997	22.0%
502031 Medical Ins	20,760	28,981	39.6%
502041 Dental Ins	5,324	6,330	18.9%
502045 Vision Ins	1,440	1,574	9.3%
502051 Life Ins	830	876	5.5%
502060 State Disability (SDI)	2,955	4,718	59.7%
502061 Long Term Disability Ins	2,833	2,810	-0.8%
502071 State Unemployment (SUI)	966	1,208	25.1%
502081 Worker's Comp	44,589	39,283	-11.9%
502101 Holiday Pay	2,596	2,754	6.1%
502103 Floating Holiday	3,900	5,700	46.2%
502109 Sick Leave	10,384	12,660	21.9%
502111 Vacation	14,787	17,015	15.1%
502121 Other Paid Absence	1,000	1,000	0.0%
502999 Other Fringe Benefits	675	816	20.9%
Totals	140,072	158,639	13.3%
SERVICES			
503031 Prof/Technical & Fees	9,400	12,600	34.0%
503034 Employment Exams	18,388	9,369	-49.0%
503221 Classified/Legal Ads	5,370	6,000	11.7%
503352 Equip Repair - Out	200	100	-50.0%
Totals	33,358	28,069	-15.9%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	150	225	50.0%
504215 Printing	250	5,350	2040.0%
504217 Photo Supp/Process	400	350	-12.5%
504311 Office Supplies	1,150	1,600	39.1%
Totals	1,950	7,525	285.9%
UTILITIES			
505031 Telecommunications	912	912	0.0%
Totals	912	912	0.0%

7.613

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE			
509011 Dues/Subscriptions	2,210	3,250	47.1%
509121 Employee Training	4,400	5,000	13.6%
509123 Travel	50	100	100.0%
509125 Other Misc Expense	600	850	41.7%
Totals	7,260	9,200	26.7%
PERSONNEL TOTAL	340,845	403,818	18.5%
NON-PERSONNEL TOTAL	43,480	45,706	5.1%
DEPARTMENT TOTALS	384,325	449,524	17.0%

7.614

IT

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Information Technology - 1500

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	253,204	279,757	10.5%
501023 Other OT	1,500	1,500	0.0%
Totals	254,704	281,257	10.4%
FRINGE BENEFITS			
502011 Medicare/SS	4,746	4,507	-5.0%
502021 Retirement	34,863	33,979	-2.5%
502031 Medical Ins	39,308	45,270	15.2%
502041 Dental Ins	5,838	7,196	23.3%
502045 Vision Ins	1,440	1,399	-2.8%
502051 Life Ins	974	654	-32.9%
502060 State Disability (SDI)	2,955	3,774	27.7%
502061 Long Term Disability Ins	4,360	3,079	-29.4%
502071 State Unemployment (SUI)	966	966	0.0%
502081 Worker's Comp	3,739	3,294	-11.9%
502101 Holiday Pay	3,693	3,643	-1.4%
502103 Floating Holiday	7,800	8,400	7.7%
502109 Sick Leave	14,771	14,571	-1.4%
502111 Vacation	26,157	23,620	-9.7%
502121 Other Paid Absence	2,000	2,000	0.0%
502999 Other Fringe Benefits	459	778	69.5%
Totals	154,069	157,130	2.0%
SERVICES			
503031 Prof/Technical & Fees	2,500	5,000	100.0%
503041 Temp Help	33,000	-	-100.0%
503352 Equip Repair - Out	70,202	80,500	14.7%
Totals	105,702	85,500	-19.1%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	200	200	0.0%
504215 Printing	200	200	0.0%
504311 Office Supplies	17,600	27,000	53.4%
Totals	18,000	27,400	52.2%
UTILITIES			
505031 Telecommunications	17,100	18,000	5.3%
Totals	17,100	18,000	5.3%
MISC EXPENSE			
509011 Dues/Subscriptions	85	85	0.0%
509121 Employee Training	-	2,000	100.0%
509123 Travel	50	50	0.0%
Totals	135	2,135	1481.5%
PERSONNEL TOTAL	408,774	438,387	7.2%
NON-PERSONNEL TOTAL	140,937	133,035	-5.6%
DEPARTMENT TOTALS	549,711	571,422	3.9%

6/3/2005

7.615

District Counsel

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
District Counsel - 1700

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	205,911	244,626	18.8%
501023 Other OT	500	500	0.0%
Totals	206,411	245,126	18.8%
FRINGE BENEFITS			
502011 Medicare/SS	3,845	3,925	2.1%
502021 Retirement	28,456	29,962	5.3%
502031 Medical Ins	44,247	48,965	10.7%
502041 Dental Ins	8,040	8,040	0.0%
502045 Vision Ins	1,440	1,399	-2.8%
502051 Life Ins	830	561	-32.4%
502060 State Disability (SDI)	2,955	3,774	27.7%
502061 Long Term Disability Ins	3,559	2,335	-34.4%
502071 State Unemployment (SUI)	966	966	0.0%
502081 Worker's Comp	3,629	3,197	-11.9%
502101 Holiday Pay	3,001	3,133	4.4%
502103 Floating Holiday	6,066	6,200	2.2%
502109 Sick Leave	12,005	12,533	4.4%
502111 Vacation	20,907	23,953	14.6%
502121 Other Paid Absence	2,300	2,300	0.0%
502999 Other Fringe Benefits	459	500	8.9%
Totals	142,705	151,744	6.3%
SERVICES			
503031 Prof/Technical & Fees	450	464	3.1%
503033 Legal Services	2,250	2,318	3.0%
503041 Temp Help	27,840	-	-100.0%
503352 Equip Repair - Out	50	52	4.0%
Totals	30,590	2,834	-90.7%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	50	52	4.0%
504215 Printing	90	93	3.3%
504217 Photo Supp/Process	50	52	4.0%
504311 Office Supplies	1,470	927	-36.9%
Totals	1,660	1,124	-32.3%
UTILITIES			
505031 Telecommunications	550	550	0.0%
Totals	550	550	0.0%

7.616

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
District Counsel - 1700

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
TAXES			
507201 Licenses & Permits	150	155	3.3%
Totals	<u>150</u>	<u>155</u>	3.3%
MISC EXPENSE			
509011 Dues/Subscriptions	3,800	3,800	0.0%
509101 Incentive Program	-	-	0.0%
509121 Employee Training	1,185	1,800	51.9%
509123 Travel	1,200	1,200	0.0%
Totals	<u>6,185</u>	<u>6,800</u>	9.9%
PERSONNEL TOTAL	349,116	396,870	13.7%
NON-PERSONNEL TOTAL	39,135	11,463	-70.7%
DEPARTMENT TOTALS	<u><u>388,251</u></u>	<u><u>408,333</u></u>	5.2%

7.617

Risk Management

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Risk Management - 1800

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
SERVICES			
503031 Prof/Technical & Fees	52,000	54,560	4.9%
503033 Legal Services	52,070	53,632	3.0%
Totals	104,070	108,192	4.0%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	50	52	4.0%
504215 Printing	200	206	3.0%
504217 Photo Supp/Process	250	258	3.2%
504311 Office Supplies	275	237	-13.8%
Totals	775	753	-2.8%
CASUALTY & LIABILITY COSTS			
506123 Settlement Costs	150,000	150,000	0.0%
506999 Other Casualty Expense	-	-	0.0%
Totals	150,000	150,000	0.0%
MISC EXPENSE			
509011 Dues/Subscriptions	50	50	0.0%
509123 Travel	20	20	0.0%
Totals	70	70	0.0%
PERSONNEL TOTAL	-	-	0.0%
NON-PERSONNEL TOTAL	254,915	259,015	1.6%
DEPARTMENT TOTALS	254,915	259,015	1.6%

7.618

FACILITIES MAINTENANCE

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Facilities Maintenance - 2200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	600,095	538,985	-10.2%
501023 Other OT	19,000	19,000	0.0%
Totals	619,095	557,985	-9.9%
FRINGE BENEFITS			
502011 Medicare/SS	6,163	6,106	-0.9%
502021 Retirement	73,828	66,304	-10.2%
502031 Medical Ins	134,021	134,152	0.1%
502041 Dental Ins	24,062	20,883	-13.2%
502045 Vision Ins	5,220	4,546	-12.9%
502051 Life Ins	2,620	1,521	-41.9%
502060 State Disability (SDI)	11,082	13,209	19.2%
502061 Long Term Disability Ins	9,233	6,047	-34.5%
502071 State Unemployment (SUI)	3,623	3,381	-6.7%
502081 Worker's Comp	40,200	35,416	-11.9%
502101 Holiday Pay	7,442	6,772	-9.0%
502103 Floating Holiday	3,647	-	-100.0%
502109 Sick Leave	30,226	27,089	-10.4%
502111 Vacation	71,922	66,966	-6.9%
502121 Other Paid Absence	8,000	8,000	0.0%
502999 Other Fringe Benefits	518	600	15.8%
Totals	431,806	400,992	-7.1%
SERVICES			
503031 Prof/Technical & Fees	16,000	16,000	0.0%
503161 Custodial Services	95,800	107,800	12.5%
503162 Uniforms/Laundry	7,000	9,000	28.6%
503171 Security Services	7,500	7,500	0.0%
503351 Building Repair - Out	35,000	35,000	0.0%
503352 Equip Repair - Out	17,136	20,000	16.7%
503363 Haz Waste Disposal	31,000	31,000	0.0%
Totals	209,436	226,300	8.1%
OTHER MATERIALS & SUPPLIES			
504205 Freight Out	-	-	0.0%
504215 Printing	1,530	1,000	-34.6%
504217 Photo Supp/Process	120	200	66.7%
504311 Office Supplies	1,500	1,500	0.0%
504315 Safety Supplies	8,184	8,000	-2.2%
504317 Cleaning Supplies	35,000	35,000	0.0%
504409 Repair/Maint Supply	67,781	55,000	-18.9%
504511 Small Tools	3,000	3,000	0.0%
Totals	117,115	103,700	-11.5%

7.619

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Facilities Maintenance - 2200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
UTILITIES			
505011 Gas & Electric	50,330	35,000	-30.5%
505021 Water & Garbage	45,900	38,000	-17.2%
505031 Telecommunications	1,000	1,000	0.0%
Totals	97,230	74,000	-23.9%
TAXES			
507201 Licenses & Permits	9,890	9,100	-8.0%
507999 Other Taxes	25,200	25,000	-0.8%
Totals	35,090	34,100	-2.8%
MISC EXPENSE			
509123 Travel	50	50	0.0%
Totals	50	50	0.0%
LEASES & RENTALS			
512061 Equipment Rental	6,240	6,100	-2.2%
Totals	6,240	6,100	-2.2%
PERSONNEL TOTAL	1,050,901	958,977	-8.7%
NON-PERSONNEL TOTAL	465,161	444,250	-4.5%
DEPARTMENT TOTALS	1,516,062	1,403,227	-7.4%

7.620

ADA

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Paratransit Program - 3100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501011 Bus Operator Pay	676,972	1,199,546	77.2%
501013 Bus Operator OT	90,000	58,000	-35.6%
501021 Other Salaries	216,688	221,600	2.3%
501023 Other OT	1,200	200	-83.3%
Totals	984,860	1,479,346	50.2%
FRINGE BENEFITS			
502011 Medicare/SS	17,802	23,283	30.8%
502021 Retirement	109,389	156,371	42.9%
502031 Medical Ins	353,833	516,057	45.8%
502041 Dental Ins	55,290	72,479	31.1%
502045 Vision Ins	14,070	18,883	34.2%
502051 Life Ins	6,531	6,504	-0.4%
502060 State Disability (SDI)	44,894	56,609	26.1%
502061 Long Term Disability Ins	15,635	16,704	6.8%
502071 State Unemployment (SUI)	21,231	14,490	-31.8%
502081 Worker's Comp	18,000	100,000	455.6%
502101 Holiday Pay	17,453	44,898	157.3%
502103 Floating Holiday	5,800	6,000	3.4%
502109 Sick Leave	71,079	77,581	9.1%
502111 Vacation	82,717	89,752	8.5%
502121 Other Paid Absence	5,000	25,000	400.0%
502251 Phys. Exam - Renewal	1,650	3,000	81.8%
502253 Driver Lic Renewal	1,100	720	-34.5%
502999 Other Fringe Benefits	2,573	3,100	20.5%
Totals	844,046	1,231,431	45.9%
SERVICES			
503031 Prof/Technical & Fees	89,818	120,000	33.6%
503162 Uniforms/Laundry	16,808	16,808	0.0%
503352 Equip Repair - Out	855	2,000	133.9%
503353 Rev Veh Repair - Out	41,320	65,000	57.3%
Totals	148,801	203,808	37.0%
PURCHASED TRANS.			
503406 Contract/Paratransit	1,064,000	309,600	-70.9%
Totals	1,064,000	309,600	-70.9%
MOBILE MATERIALS & SUPPLIES			
504011 Fuels & Lubricants	2,500	2,000	-20.0%
504012 Fuels & Lubricants - Rev Veh	95,940	120,000	25.1%
504021 Tires & Tubes	6,000	8,000	33.3%
504161 Other Mobile Supplies	1,500	1,500	0.0%
504191 Rev Vehicle Parts	15,000	20,000	33.3%
Totals	120,940	151,500	25.3%

7.621

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Paratransit Program - 3100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
OTHER MATERIALS & SUPPLIES			
504205 Freight Out	150	800	433.3%
504211 Postage & Mailing	12,000	2,500	-79.2%
504215 Printing	11,000	3,000	-72.7%
504217 Photo Supp/Process	950	1,500	57.9%
504311 Office Supplies	35,769	6,528	-81.7%
504315 Safety Supplies	2,459	3,500	42.3%
504317 Cleaning Supplies	1,170	2,000	70.9%
504409 Repair/Maint Supply	100	-	-100.0%
504421 Non-Inventory Parts	1,000	500	-50.0%
504511 Small Tools	5,700	1,000	-82.5%
504515 Employee Tools	300	1,000	233.3%
Totals	70,598	22,328	-68.4%
UTILITIES			
505011 Gas & Electric	12,000	11,100	-7.5%
505021 Water & Garbage	4,000	3,500	-12.5%
505031 Telecommunications	21,800	33,000	51.4%
Totals	37,800	47,600	25.9%
TAXES			
507201 Licenses & Permits	625	-	-100.0%
Totals	625	-	-100.0%
MISC EXPENSE			
509011 Dues/Subscriptions	590	250	-57.6%
509123 Travel	150	50	-66.7%
509125 Other Misc Expense	200	-	-100.0%
Totals	940	300	-68.1%
LEASES & RENTALS			
512011 Facility Lease	98,931	132,625	34.1%
512061 Equipment Rental	800	-	-100.0%
Totals	99,731	132,625	33.0%
PERSONNEL TOTAL	1,828,906	2,710,777	48.2%
NON-PERSONNEL TOTAL	1,543,435	867,761	-43.8%
DEPARTMENT TOTALS	3,372,341	3,578,538	6.1%

7.622

OPERATIONS

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET

Operations - 3200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	1,126,070	1,150,593	2.2%
501023 Other OT	74,500	49,500	-33.6%
Totals	1,200,570	1,200,093	0.0%
FRINGE BENEFITS			
502011 Medicare/SS	6,313	8,638	36.8%
502021 Retirement	144,227	142,804	-1.0%
502031 Medical Ins	174,294	184,301	5.7%
502041 Dental Ins	30,220	29,706	-1.7%
502045 Vision Ins	7,200	6,994	-2.9%
502051 Life Ins	3,716	2,526	-32.0%
502060 State Disability (SDI)	14,775	18,870	27.7%
502061 Long Term Disability Ins	18,037	12,536	-30.5%
502071 State Unemployment (SUI)	4,830	4,830	0.0%
502081 Worker's Comp	53,296	46,954	-11.9%
502101 Holiday Pay	14,819	14,698	-0.8%
502103 Floating Holiday	8,300	8,500	2.4%
502109 Sick Leave	59,276	58,794	-0.8%
502111 Vacation	154,244	150,667	-2.3%
502121 Other Paid Absence	12,000	12,000	0.0%
502251 Phys. Exam - Renewal	396	396	0.0%
502253 Driver Lic Renewal	216	216	0.0%
502999 Other Fringe Benefits	1,673	1,854	10.8%
Totals	707,833	705,283	-0.4%
SERVICES			
503031 Prof/Technical & Fees	25,000	25,750	3.0%
503162 Uniforms/Laundry	670	515	-23.1%
503171 Security Services	385,055	417,199	8.3%
503352 Equip Repair - Out	1,800	2,575	43.1%
Totals	412,525	446,039	8.1%
PURCHASED TRANS.			
503405 Contract Transp	-	-	0.0%
Totals	-	-	0.0%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	700	515	-26.4%
504214 Promotional Items	25	26	4.0%
504215 Printing	15,000	15,450	3.0%
504217 Photo Supp/Process	6,000	6,180	3.0%
504311 Office Supplies	11,844	12,360	4.4%
504317 Cleaning Supplies	-	100	100.0%
504511 Small Tools	-	100	100.0%
Totals	33,569	34,731	3.5%

7.623

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Operations - 3200

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
UTILITIES			
505011 Gas & Electric	28,350	27,000	-4.8%
505021 Water & Garbage	20,000	29,000	45.0%
505031 Telecommunications	11,000	11,000	0.0%
Totals	59,350	67,000	12.9%
TAXES			
507201 Licenses & Permits	30	-	-100.0%
Totals	30	-	-100.0%
MISC EXPENSE			
509011 Dues/Subscriptions	70	70	0.0%
509123 Travel	50	50	0.0%
509125 Other Misc Expense	100	-	-100.0%
Totals	220	120	-45.5%
LEASES & RENTALS			
512011 Facility Lease	65,880	62,328	-5.4%
512061 Equipment Rental	7,200	7,200	0.0%
Totals	73,080	69,528	-4.9%
PERSONNEL TOTAL	1,908,403	1,905,376	-0.2%
NON-PERSONNEL TOTAL	578,774	617,418	6.7%
DEPARTMENT TOTALS	2,487,177	2,522,794	1.4%

7.624

BUS OPERATORS

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Bus Operators - 3300

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501011 Bus Operator Pay	6,753,430	6,697,601	-0.8%
501013 Bus Operator OT	1,020,350	1,096,109	7.4%
Totals	7,773,780	7,793,710	0.3%
FRINGE BENEFITS			
502011 Medicare/SS	92,964	133,946	44.1%
502021 Retirement	751,603	833,285	10.9%
502031 Medical Ins	1,037,182	1,062,733	2.5%
502041 Dental Ins	205,558	199,666	-2.9%
502045 Vision Ins	58,320	56,298	-3.5%
502051 Life Ins	27,913	18,720	-32.9%
502060 State Disability (SDI)	125,591	160,392	27.7%
502061 Long Term Disability Ins	142,426	109,532	-23.1%
502071 State Unemployment (SUI)	41,055	41,055	0.0%
502081 Worker's Comp	1,006,948	887,121	-11.9%
502101 Holiday Pay	219,249	228,280	4.1%
502109 Sick Leave	365,414	380,467	4.1%
502111 Vacation	722,040	754,671	4.5%
502121 Other Paid Absence	78,507	80,503	2.5%
502251 Phys. Exam - Renewal	10,000	10,000	0.0%
502253 Driver Lic Renewal	2,480	2,480	0.0%
502999 Other Fringe Benefits	5,917	6,144	3.8%
Totals	4,893,167	4,965,292	1.5%
SERVICES			
503162 Uniforms/Laundry	4,000	4,120	3.0%
Totals	4,000	4,120	3.0%
MISC EXPENSE			
509101 Incentive Program	3,000	3,000	0.0%
Totals	3,000	3,000	0.0%
PERSONNEL TOTAL	12,666,947	12,759,002	0.7%
NON-PERSONNEL TOTAL	7,000	7,120	1.7%
DEPARTMENT TOTALS	12,673,947	12,766,122	0.7%

7.625

FLEET MAINTENANCE

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Fleet Maintenance - 4100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR			
501021 Other Salaries	2,280,763	2,326,483	2.0%
501023 Other OT	92,000	92,000	0.0%
Totals	2,372,763	2,418,483	1.9%
FRINGE BENEFITS			
502011 Medicare/SS	27,865	26,965	-3.2%
502021 Retirement	287,513	287,931	0.1%
502031 Medical Ins	422,061	485,496	15.0%
502041 Dental Ins	75,622	73,942	-2.2%
502045 Vision Ins	17,820	17,134	-3.8%
502051 Life Ins	8,694	5,826	-33.0%
502060 State Disability (SDI)	39,894	50,948	27.7%
502061 Long Term Disability Ins	35,957	25,548	-28.9%
502071 State Unemployment (SUI)	13,041	13,041	0.0%
502081 Worker's Comp	200,533	176,670	-11.9%
502101 Holiday Pay	29,206	29,826	2.1%
502103 Floating Holiday	4,495	5,100	13.5%
502109 Sick Leave	117,813	119,305	1.3%
502111 Vacation	277,943	292,485	5.2%
502121 Other Paid Absence	42,000	40,000	-4.8%
502251 Phys. Exam - Renewal	1,452	1,782	22.7%
502253 Driver Lic Renewal	735	525	-28.6%
502999 Other Fringe Benefits	2,718	2,800	3.0%
Totals	1,605,362	1,655,323	3.1%
SERVICES			
503031 Prof/Technical & Fees	4,000	4,000	0.0%
503041 Temp Help	19,800	-	-100.0%
503162 Uniforms/Laundry	26,000	26,780	3.0%
503221 Classified/Legal Ads	5,500	5,500	0.0%
503352 Equip Repair - Out	57,896	61,075	5.5%
503353 Rev Veh Repair - Out	218,222	224,769	3.0%
503354 Other Veh Repair - Out	56,341	58,031	3.0%
Totals	387,759	380,155	-2.0%
MOBILE MATERIALS & SUPPLIES			
504011 Fuels & Lubricants	87,780	83,148	-5.3%
504012 Fuels & Lubricants - Rev Veh	1,469,534	1,889,299	28.6%
504021 Tires & Tubes	164,000	170,560	4.0%
504161 Other Mobile Supplies	12,000	6,240	-48.0%
504191 Rev Vehicle Parts	344,000	387,510	12.6%
Totals	2,077,314	2,536,757	22.1%

7.626

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Fleet Maintenance - 4100

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
OTHER MATERIALS & SUPPLIES			
504205 Freight Out	4,574	4,711	3.0%
504211 Postage & Mailing	800	800	0.0%
504215 Printing	5,200	5,356	3.0%
504217 Photo Supp/Process	100	100	0.0%
504311 Office Supplies	7,824	6,131	-21.6%
504315 Safety Supplies	10,375	10,375	0.0%
504317 Cleaning Supplies	18,000	21,630	20.2%
504421 Non-Inventory Parts	42,000	40,000	-4.8%
504511 Small Tools	5,000	4,000	-20.0%
504515 Employee Tools	1,500	1,500	0.0%
Totals	95,373	94,603	-0.8%
UTILITIES			
505011 Gas & Electric	60,920	50,000	-17.9%
505021 Water & Garbage	20,662	20,000	-3.2%
505031 Telecommunications	8,000	8,320	4.0%
Totals	89,582	78,320	-12.6%
507051 Fuel Tax	10,544	10,661	1.1%
507201 Licenses & Permits	540	190	-64.8%
507999 Other Taxes	-	-	0.0%
Totals	11,084	10,851	-2.1%
MISC EXPENSE			
509011 Dues/Subscriptions	629	564	-10.3%
509123 Travel	50	50	0.0%
Totals	679	614	-9.6%
LEASES & RENTALS			
512011 Facility Lease	223,324	228,043	2.1%
512061 Equipment Rental	800	1,092	36.5%
Totals	224,124	229,135	2.2%
PERSONNEL TOTAL	3,978,125	4,073,806	2.4%
NON-PERSONNEL TOTAL	2,885,915	3,330,435	15.4%
DEPARTMENT TOTALS	6,864,040	7,404,241	7.9%

7.627

COBRA

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
COBRA Benefits - 9001

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
FRINGE BENEFITS			
502031 Medical Ins	-	-	0.0%
502041 Dental Ins	-	-	0.0%
502045 Vision Ins	-	-	0.0%
Totals	-	-	0.0%
PERSONNEL TOTAL	-	-	0.0%
NON-PERSONNEL TOTAL	-	-	0.0%
DEPARTMENT TOTALS	-	-	0.0%

7.628

Retirees

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
Retired Employee Benefits - 9005

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
FRINGE BENEFITS			
502031 Medical Ins	901,271	1,032,113	14.5%
502041 Dental Ins	81,664	86,719	6.2%
502045 Vision Ins	25,920	28,440	9.7%
502051 Life Ins	11,824	8,541	-27.8%
Totals	1,020,679	1,155,813	13.2%
PERSONNEL TOTAL	1,020,679	1,155,813	13.2%
NON-PERSONNEL TOTAL	-	-	0.0%
DEPARTMENT TOTALS	1,020,679	1,155,813	13.2%

7.629

SCCIC

SANTA CRUZ METRO FY 05-06 OPERATING BUDGET
SCCIC/COPS - 700

ACCOUNT	FY 04-05 REVISED	FY 05-06 FINAL	% CHANGE FROM FY 04-05
SERVICES			
503011 Accting/Audit Fees	250	250	0.0%
503012 Admin/Bank Fees	50	-	-100.0%
Totals	300	250	-16.7%
OTHER MATERIALS & SUPPLIES			
504211 Postage & Mailing	-	-	0.0%
Totals	-	-	0.0%
MISC EXPENSE			
509123 Travel	-	200	100.0%
Totals	-	200	100.0%
PERSONNEL TOTAL	-	-	0.0%
NON-PERSONNEL TOTAL	300	450	50.0%
DEPARTMENT TOTALS	300	450	50.0%

7.630

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY 05-06 DRAFT FINAL BUDGET
CAPITAL IMPROVEMENT PROGRAM**

PROJECT	FEDERAL	STATE/ LOCAL	DISTRICT	TOTAL
<u>Grant-Funded Projects</u>				
MetroBase	\$ 8,409,246	\$ 7,500,000	\$ 13,713,463	\$ 29,622,709
Revenue Vehicle Replacement	\$ 736,000	\$ -	\$ 184,000	\$ 920,000
Short Range Transit Plan	\$ 85,000	\$ -	\$ 15,000	<u>\$ 100,000</u>
Subtotal				\$ 30,642,709
<u>District-Funded Projects</u>				
China Grade Turnout (Carryover)			\$ 10,000	\$ 10,000
Revenue Vehicle Replacement (2 ParaCruz Vans)			\$ 90,000	\$ 90,000
IT Projects				
Gigabit Backbone for Server			\$ 2,000	\$ 2,000
File Server Replacement			\$ 5,500	\$ 5,500
Additional Multipurpose Application Server			\$ 3,500	\$ 3,500
Talking Bus Cards			\$ 7,200	\$ 7,200
Ethernet Time Clocks			\$ 12,000	\$ 12,000
Facilities Repair & Improvements				
Slurry Coat Parking Lots (Soquel P&R, Greyhound)			\$ 10,000	\$ 10,000
Replace Sunshade (Pacific Station)			\$ 2,500	\$ 2,500
Repair Sidewalks & Bus Lanes (Pacific Station)			\$ 10,000	\$ 10,000
Repair Lane Designation Signs at Pacific Station & WTC			\$ 7,000	\$ 7,000
Non-Revenue Vehicle Replacement (4)			\$ 175,000	\$ 175,000
Non-Revenue Vehicle Replacement (2)(Carryover)			\$ 54,000	\$ 54,000
Office Equipment - Shredder for Encinal			\$ 2,000	\$ 2,000
Office Equipment - Digital Postage Meter for Encinal			\$ 10,000	\$ 10,000
Office Equipment - Digital Copier for Fleet			\$ 10,100	\$ 10,100
PM Filters For Fleet Maint (4)			\$ 33,320	\$ 33,320
Replace Repeater for Mt. Biewlaski			\$ 15,000	\$ 15,000
Transfer to Operating Budget			\$ 335,000	\$ 335,000
Subtotal				<u>\$ 794,120</u>
TOTAL CAPITAL PROJECTS	\$ 9,230,246	\$ 7,500,000	\$ 14,706,583	\$ 31,436,829

CAPITAL PROGRAM FUNDING

Federal Grants	\$ 9,230,246
State/Local Grants	\$ 7,500,000
State Transit Assistance (STA) Funding	\$ 1,101,716
Bus Stop Improvement Reserves	\$ 10,000
District Reserves	\$ 13,594,867
TOTAL CAPITAL FUNDING	\$ 31,436,829

7.631

ATTACHMENT C

FY 05-06

BOARD MEMBER TRAVEL

(EXHIBIT B)

7.01

EXHIBIT B

BOARD MEMBER TRAVEL

FY 05-06

American Public Transportation Association (APTA) Meetings

Legislative Conference
March 2006
Washington, DC
Two Board Members

California Transit Association (CTA) Meetings

No attendance.

Additional Travel

Meetings with legislators and government officials in Washington, D.C., San Francisco and Sacramento, as approved by the Chair of the Board.

7.02

Attachment D

ATTACHMENT D

FY 05-06

EMPLOYEE INCENTIVE PROGRAM

7.d1

EMPLOYEE INCENTIVE PROGRAM
FY 05-06

EVENT/ACTIVITY	# EMP	RATE	BUDGET ALLOCATION	DEPT/ACCOUNT
District Service Awards			\$3,897	1100-509101
Certificates of Commendation			\$50	1100-509101
Wall of Fame Frames	100	\$ 6.00	\$600	1100-509101
Safe Driver Pins and Certificates			\$3,000	3300-509101
Departmental Programs				
<u>Administrative Facility (370 Encinal)</u>				
Employee Recognition/Appreciation Events	29	\$ -	\$0	
<u>Customer Service (Metro Center)</u>				
Employee Recognition/Appreciation Events	6	\$ -	\$0	
<u>Facilities Maintenance</u>				
Employee Recognition/Appreciation Events	13	\$ -	\$0	
<u>ParaCruz</u>				
Employee Recognition/Appreciation Events	54			
<u>Operations</u>				
Employee Recognition/Appreciation Events and Shift Bid Refreshments	180	\$ -	\$0	
<u>Fleet Maintenance</u>				
Employee Recognition/Appreciation Events and Shift Bid Refreshments	49	\$ -	\$0	
TOTALS	331		\$7,547	

1100	\$4,547
3300	<u>\$3,000</u>
TOTAL	\$7,547

7.dz

ATTACHMENT E

FY 05-06

AUTHORIZED PERSONNEL

7.e1

FY 05-06 FINAL BUDGET
Funded Personnel
Summary

Department	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Administration	9.25	9.25	9.00	9.00	9.00	9.00
Finance	7.50	6.00	7.50	6.00	7.50	7.00
Customer Service	10.25	6.75	10.25	5.75	10.25	5.75
Human Resources	6.00	4.00	6.00	4.00	6.00	5.00
Information Technology	4.00	4.00	4.00	4.00	4.00	4.00
District Counsel	3.50	3.50	3.50	3.50	3.50	3.50
Facilities Maintenance	17.00	15.00	17.00	14.00	17.00	13.00
Paratransit	3.00	3.00	54.00	54.00	54.00	54.00
Operations	207.00	190.00	207.00	180.00	207.00	180.00
Fleet Maintenance	56.00	53.00	56.00	49.00	56.00	49.00
Total Full-Time Equivalents	323.50	294.50	374.25	329.25	374.25	330.25

2.22

FY 05-06 FINAL BUDGET
 Funded Personnel
 Administration - 1100

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
General Manager	1	1	1	1	1	1
Assistant General Manager	1	1	1	1	1	1
Project Manager*	1	1	1	1	1	1
Admin Services Coordinator	1	1	1	1	1	1
Administrative Secretary	2	2	2	2	2	2
Grants/Legislative Analyst	1	1	1	1	1	1
Transit Planner	1	1	1	1	1	1
Transit Surveyor	1.25	1.25	1	1	1	1
Total Full-Time Equivalents	9.25	9.25	9.00	9.00	9.00	9.00

* Funded by capital grant

7.03

FY 05-06 FINAL BUDGET
 Funded Personnel
 Finance - 1200

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Finance Manager	1	1	1	1	1	1
Assistant Finance Manager	1	1	1	1	1	1
Senior Accountant	0.5	0	0.5	0	0.5	0
Accounting Specialist	1	1	1	1	1	1
Accounting Tech/Sr Acctng Tech	3	2	3	2	3	3
Payroll & Benefits Coordinator	1	1	1	1	1	1
Administrative Secretary	0	0	0	0	0	0
Total Full-Time Equivalents	7.50	6.00	7.50	6.00	7.50	7.00

7.24

FY 05-06 FINAL BUDGET
 Funded Personnel
 Customer Service - 1300

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Planning & Marketing Manager	1	0	1	0	1	0
Service Planning Supervisor	1	0	1	0	1	0
Customer Service Coordinator	1	1	1	1	1	1
Senior CSR/CSR	5	4	5	3	5	3
Ticket & Pass Program Specialist	1	1	1	1	1	1
Administrative Secretary	1.25	0.75	1.25	0.75	1.25	0.75
Total Full-Time Equivalents	10.25	6.75	10.25	5.75	10.25	5.75

1.25

FY 05-06 FINAL BUDGET
 Funded Personnel
 Human Resources - 1400

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Human Resources Manager	1	1	1	1	1	1
Asst Human Resources Manager	1	0	1	0	1	1
Personnel Technician	1	1	1	1	1	1
Benefits Coordinator	1	1	1	1	1	1
Human Resources Specialist	1	1	1	1	1	1
Admin Secretary	1	0	1	0	1	0
Total Full-Time Equivalents	6.00	4.00	6.00	4.00	6.00	5.00

7.26

FY 05-06 FINAL BUDGET
 Funded Personnel
 Information Technology - 1500

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Information Technology Manager	1	1	1	1	1	1
Database Administrator/Sr	1	1	1	1	1	1
Systems Administrator/Sr	1	1	1	1	1	1
IT Technician/Sr IT Tech	1	1	1	1	1	1
Total Full-Time Equivalents	4.00	4.00	4.00	4.00	4.00	4.00

7.07

FY 05-06 FINAL BUDGET
 Funded Personnel
 District Counsel - 1700

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
District Counsel	1	1	1	1	1	1
Claims Investigator I-II	1	1	1	1	1	1
Paralegal	0	0	1	1	1	1
Legal Secretary	1.5	1.5	0.5	0.5	0.5	0.5
Total Full-Time Equivalents	3.50	3.50	3.50	3.50	3.50	3.50

7.e8

FY 05-06 FINAL BUDGET
 Funded Personnel
 Facilities Maintenance - 2200

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Facilities Maintenance Manager	1	1	1	1	1	0
Facilities Maintenance Supervisor	1	1	1	1	1	1
Senior Facilities Maint Worker	1	1	1	1	1	1
Facilities Maint Worker II	4	3	4	3	4	3
Facilities Maint Worker I	3	3	3	2	3	2
Lead Custodian	1	1	1	1	1	1
Custodial Service Worker I	5	5	5	5	5	5
Administrative Secretary	1	0	1	0	1	0
Total Full-Time Equivalents	17.00	15.00	17.00	14.00	17.00	13.00

7.29

FY 05-06 FINAL BUDGET
 Funded Personnel
 Paratransit - 3100

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Paratransit Administrator	1	1	1	1	1	1
Paratransit Eligibility Coordinator	1	1	1	1	1	1
Accessible Services Coordinator	1	1	1	1	1	1
Paratransit Superintendent			1	1	1	1
Reservation & Scheduling Coord			1	1	1	1
Safety & Training Coordinator			1	1	1	1
Dispatch/Scheduler			9	9	9	9
Clerk I-II-III			1	1	1	1
Van Operator			29	29	29	29
Reservationist			7	7	7	7
Mechanic I-II			2	2	2	2
Total Full-Time Equivalent	3.00	3.00	54.00	54.00	54.00	54.00

7.e10

FY 05-06 FINAL BUDGET
 Funded Personnel
 Operations - 3200/3300

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Operations Manager	1	1	1	1	1	1
Base Superintendent	1	1	1	1	1	1
Transit Supervisor	14	13	14	12	14	12
Schedule Analyst	1	1	1	1	1	1
Supervisor of Revenue Collection*	1	1	1	1	1	1
Safety & Training Coordinator	1	1	1	1	1	1
Admin Secretary/Supervisor	1	1	1	1	1	1
Administrative Clerk I	1	1	1	1	1	1
Payroll Specialist	1	1	1	1	1	1
Revenue Specialist	1	0	1	0	1	0
Bus Operator (total on payroll)	184	169	184	160	184	160
Total Full-Time Equivalents	207.00	190.00	207.00	180.00	207.00	180.00

* Classification under review

7.2.11

FY 05-06 FINAL BUDGET
 Funded Personnel
 Fleet Maintenance - 4100

Position	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05	Authorized FY 05-06	Funded FY 05-06
Fleet Maintenance Manager	1	1	1	1	1	1
Fleet Maint Supervisor	2	2	2	2	2	2
Lead Mechanic	6	6	6	6	6	6
Mechanic III	4	4	4	4	4	4
Mechanic I - II	16	15	16	13	16	13
Body Repair Mechanic	1	1	1	1	1	1
Upholsterer I - II	1	1	1	1	1	1
Supervisor of Parts & Materials	1	1	1	1	1	1
Lead Parts Clerk	1	1	1	1	1	1
Parts Clerk	1	1	1	1	1	1
Receiving Parts Clerk	1	1	1	1	1	1
Buyer*	1	1	1	1	1	1
Admin Secretary/Supervisor	1	1	1	1	1	1
Accounting Tech/Sr Acctng Tech	2	2	2	2	2	2
Administrative Clerk I	1	0	1	0	1	0
Vehicle Service Technician	2	2	2	2	2	2
Detailer	2	2	2	2	2	2
Vehicle Service Worker I - II	12	11	12	9	12	9
Total Full-Time Equivalents	56.00	53.00	56.00	49.00	56.00	49.00

* Classification under review

7.2.12

Attachment **F**

ATTACHMENT F

RESERVE BALANCES

7.F1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SCHEDULE OF RESERVE ACCOUNTS
JUNE 30, 2004**

	Recommended Minimum Balance	Reason	Balance at 6/30/04	Outstanding Obligations	Available Balance
Liability Insurance Reserve	\$ 750,000	<i>\$250,000 SIR plus estimated liability on outstanding cases</i>	\$ 770,000	\$ -	\$ 770,000
Workers Compensation Reserve	\$ 4,409,775	<i>Long term portion of workers compensation liability per 6/30/04 audit</i>	\$ 1,320,000	\$ 4,409,775	\$ (3,089,775)
Bus Stop Improvement Reserve	\$ 400,000	<i>To provide a dedicated source of funding for ADA improvements at bus stops</i>	\$ 400,000	\$ 400,000	\$ -
Alternative Fuel Conversion Fund	\$ 3,222,600	<i>Board-approved program of allocating \$462,000 per year for six years plus interest to convert buses to alternative fuel</i>	\$ 462,000	\$ 3,222,600	\$ (2,760,600)
Cash Flow Reserve	\$ 2,600,000	<i>To cover one month's payroll and accounts payable</i>	\$ 2,600,000	\$ 2,600,000	\$ -
Capital Funding Reserve	\$ 17,266,476	<i>To cover District's share of capital project costs in the District's five year plan, plus MetroBase</i>	\$ 12,130,295	\$ 17,266,476	\$ (5,136,181)

7.72

ATTACHMENT G

**ESTIMATED DETAIL OF
CARRYOVER FUNDS**

(to be distributed at June 10th Board meeting)

7.G1

ESTIMATED DETAIL OF CARRYOVER FUNDS FROM FY 04-05

DEPT	ACCOUNT	AMOUNT	REASON
All	501021 Other Salaries	\$ 500,000	Staff vacancies; more hiring of entry level employees than projected.
4100	501023 Other Overtime	\$ 40,000	Less overtime in Fleet Maintenance than projected.
All	502011 Medicare/SS	\$ 18,500	Staff vacancies; more hiring of entry level employees than projected.
All	502021 Retirement	\$ 200,000	Staff vacancies; more hiring of entry level employees than projected.
All	205060 State Disability Ins (SDI)	\$ 65,000	Lower rate than expected effective 1/01/05.
All	502061 LTD Insurance	\$ 47,000	Premium reduction due to favorable bid for contract as of 1/01/05.
3100	503406 Contract Transportation - Paratransit	\$ 30,000	More service provided in-house than expected.
-	- One-Time Paratransit Expenses	\$ 35,000	Amount budgeted for ADA audit; delayed to FY 05-06.
TOTAL		\$ 935,500	

7.5-2

Attachment H

ATTACHMENT H

PARACRUZ ANALYSIS

(to be distributed at June 10th Board meeting)

7.h.1

PARACRUZ INFORMATION

FY 05-06 COST COMPARISON

<u>FINAL BUDGET SCMTD *</u>	<u>PROJECTED #1 COMMUNITY BRIDGES**</u>	<u>PROJECTED #2 COMMUNITY BRIDGES ***</u>
\$ 3,185,884	\$ 3,167,341	\$ 3,377,100

* ParaCruz Department Costs that replace CB Services

** Last full year of CB (FY 03-04) +15% each year based on CB FY 04-05 request

*** Based on last proposal for Elderday. \$60 perhour x 56,285 projected hours

UNEXPECTED COST INCREASES FOR PARACRUZ

	<u>Original Estimate</u>	<u>FY 04-05 Actual</u>
Lease Cost	\$7,000/month	\$10,809/month
Fuel Cost	\$1.90/gallon	\$1.96 - \$2.49/gallon

Comparison: ADA Paratransit Requirements vs. METRO ParaCruz Policies and Practices

Requirement	Current Policy or Practice	Considerations
<p>Service Days and Hours</p> <p>Service must be available the same days and hours as fixed route. If you can't get within 3/4 miles of a destination on fixed route at a given time on a given day, there is no requirement for paratransit service.</p>	<p>METRO ParaCruz operates: 6:00 AM to 10:30 PM, 7 days a week with late night service available in corridors where fixed route service operates. ParaCruz does not operate on New Year's Day, Thanksgiving Day, and Christmas Day.</p>	<p>ParaCruz currently provides service at times fixed route service is not available. This includes weekend service in corridors that fixed route operates weekdays only and later (or earlier) than fixed route service as well as Memorial Day, Independence Day and Labor Day. Employees working are entitled to premium pay.</p>
<p>Reservations</p> <p>Must be accepted for next day service and may not be accepted beyond fourteen days</p>	<p>Accepted one to fourteen days ahead (limit does not apply to subscription service)</p>	<p>Current practice results in unnecessary administrative costs, since over 20% of all rides reserved either cancel or no show. (Paratransit Inc. accepts reservations one or two days ahead)</p>
<p>Level of Driver Assistance</p> <p>Curb-to-Curb</p>	<p>Door-to-Door</p>	<p>Current policy results in delays resulting from driver searching for customer if they are not in evidence. Current policy does not mention accessibility of location, places driver in awkward situation should they be confronted with an inaccessible location. Increases potential worker's compensation claims. Some systems consider themselves curb-to-curb and provide door-to-door as a premium service at an added fare.</p>

Comparison: ADA Paratransit Requirements vs. METRO ParaCruz Policies and Practices

Requirement	Current Policy or Practice	Considerations
<p>Fares</p> <p>From: http://www.adaportal.org The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare (i.e., without regard to discounts) for a trip of similar length, at a similar time of day, on the entity’s fixed route system. In calculating the full fare that would be paid by an individual using the fixed route system, the entity may include transfer and premium charges applicable to a trip of similar length, at a similar time of day, on the fixed route system. To calculate the proper paratransit fare, the entity would determine the route(s) that an individual would take to get from his or her origin to his or her destination on the fixed route system. At the time of day the person was traveling, what is the fare for that trip on those routes? Applicable charges like transfer fees or premium service charges may be added to the amount, but discounts (e.g., the half-fare discount for off-peak fixed route travel by elderly and handicapped persons) would not be subtracted. The transit provider could charge up to twice the resulting amount for the paratransit trip.</p>	<p>From METRO ParaCruz Customer Guide: The one-way fare for scheduled METRO ParaCruz service is twice the current bus fare. METRO ParaCruz fare is set by the Board of Directors and may change.</p>	<p>Currently, a ParaCruz customer pays a \$3.00 fare and is not required to transfer regardless of trip length (within the service area). For example, a fixed route passenger traveling from Scotts Valley to Pinto Lake Park in Watsonville would transfer twice and would be expected to pay a fare three times. A current ParaCruz customer makes this trip five days a week, pays one fare and does not transfer. The current maximum allowable fare for this trip would be \$9.00 per one-way trip.</p>

Comparison: ADA Paratransit Requirements vs. METRO ParaCruz Policies and Practices

Requirement	Current Policy or Practice	Considerations
Mobility Devices		
“Common wheelchairs” (3-and 4-wheeled mobility devices not exceeding 30” by 48” and weighing not more than 600 pounds when occupied) must be transported.	Wheeled mobility devices not exceeding 30” by 48” and weighing not more than 600 pounds when occupied will be transported. Current practice is to also transport oversized/overweight devices in minivans if possible and (availability permits), the larger “Goshen” buses are used to transport oversized devices that do not fit in minivans.	All current vehicles are designed to accommodate ADA compliant mobility devices. A number of vehicles have been modified to accommodate larger mobility devices, sacrificing ambulatory passenger capacity. The use of Goshens for this accommodation is costly, averaging 6 MPG compared to minivans 16 MPH.
No shows- second van		
No requirement	Current practice is to dispatch a second van to provide service to a customer who “no shows” for their scheduled return at no added charge, if they call.	Some other systems (including VTA) recognize this as a “premium service” and charge an added fare (up to 5X the base fare) for this service.
Will Call Returns		
No requirement	Current practice allows will call returns without restriction.	Will call returns are more problematic than pre-scheduled rides. Some systems recognize this as a “premium service” and charge an added fare for this service.
Subscription Service		
No requirement. ADA regulations limit subscription service to 50% of available capacity at any one time, unless there is adequate capacity for non-subscription riders (zero capacity denials)	Subscription service is available and highly used.	Some systems recognize this as a “premium service” and charge an added fare for this service. Over 30% of monthly rides are subscription rides. Roughly 50% of “no shows” are subscription rides.
Eligibility Notification		
Eligibility determination must be made within 21 days of receipt of completed application.	Current practice is to offer assessment interview within 7 days of customer’s contact. Determination notification sent within 7 days of eligibility assessment interview.	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH COLLEEN CROSBY AND BRONSON BAKER D/B/A BREW BAR FOR A KIOSK SPACE AT PACIFIC STATION

I. RECOMMENDED ACTION

Authorize the general manager to execute a lease amendment with Colleen Crosby and Bronson Baker d/b/a BREW BAR for a kiosk space at Pacific Station

II. SUMMARY OF ISSUES

- Colleen Crosby and Bronson Baker d.b.a. BREW BAR have been long time tenants at Pacific Station, formerly the Santa Cruz Metro Center.
- Ms. Crosby and Mr. Bronson are interested in extending their lease that will terminate on July 31, 2005 for an additional five years.
- Ms. Crosby and Mr. Bronson have requested an exit clause in the new lease period, which would allow them to cancel the Lease for any reason with a six-month notice to METRO.

III. DISCUSSION

Colleen Cosby and Bronson Baker d/b/a BREW BAR have leased a kiosk at the Santa Cruz Metro Center for many years. They have paid their rent in a timely fashion and have complied with all the lease terms. The rent has remained constant at \$900 per month since the beginning of the Lease in 2000. Ms. Crosby and Mr. Baker consider the \$900 rent amount to be a premium rent for the area and the space of the kiosk, which is 290 square feet. Ms. Cosby and Mr. Bronson are proposing that the rent remain constant at the \$900.00 level throughout the five-year Lease period.

Additionally, they have requested that the Lease Amendment to extend the term by five years also include language that allows them to terminate the lease for any reason with a six-month notice to METRO.

IV. FINANCIAL CONSIDERATIONS

The proposed rent is \$900 per month.

8.1

V. ATTACHMENTS

Attachment A: Letter dated May 12, 2005 from Santa Cruz Coffee Roasting Company

Attachment B: Amendment to Lease Agreement



Attachment **A**

Santa Cruz Coffee Roasting Company

"Coffee Lovers Appreciate the Difference"sm

Santa Cruz Metropolitan Transit District
370 Encinal St. Ste. 100
Santa Cruz Ca.
95060

Attention: Margaret Gallagher, District Counsel

May 12, 2005

Dear Ms. Gallagher,

This letter is a follow-up to our recent meeting and discussion. Santa Cruz Coffee Roasting Co. would like to exercise our lease option with the S.C.M.T.D.

We are requesting that an exit clause be added to the lease that allows us to terminate our lease with six months written notice to S.C.M.T.D.

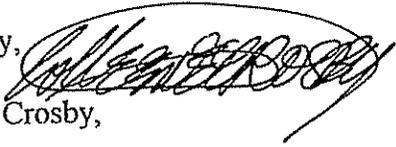
While we are happy with our tenancy at the Metro Center we are concerned about the fall off in bus routes, which, over the years, has always had a direct and proportional affect on our sales.

While we are still doing reasonable business at this location we feel it is only prudent to have an exit clause from a five year lease were we to start to "run in the red" at this location.

We do not feel that any such problem is imminent, but considering the history and the risk we would be more comfortable with such a clause.

Thank you for your consideration on this matter.

Sincerely,


Colleen Crosby,
Partner
Santa Cruz Coffee Roasting Co.


Bronson Baker,
Partner
Santa Cruz Coffee Roasting Co.

**FIRST AMENDMENT TO TRANSIT CENTER LEASE AGREEMENT DATED
AUGUST 1, 2000 BETWEEN SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AND COLLEEN CROSBY AND BRONSON BAKER, DBA THE BREW BAR**

This First Amendment to Lease Agreement is made this 1st day of August, 2005, to the lease between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Landlord"), and Colleen Crosby and Bronson Baker, DBA The Brew Bar ("Tenant"), who agree as follows:

I. RECITALS

- 1.1 This First Amendment to Lease Agreement dated August 1, 2000 is made with reference to the following facts and objectives:
- a. Landlord and Tenants entered into a Lease Agreement dated August 1, 2000, in which Landlord leased to Tenant and premises located in the City of Santa Cruz, County of Santa Cruz, California, at the Island Concession area at Metro Center (Center) located at 920 Pacific Avenue, Santa Cruz, CA 95060.
 - b. The parties wish to amend said lease to extend the term by five years, beginning August 1, 2005 and ending July 31, 2010.
 - c. The parties wish to amend said lease in order to change the percentage for the trash cost to Tenant from 11% to 2.6% for the Center, based on its square footage of leased space.
 - d. The parties wish to amend said lease by adding language allowing tenant to cancel lease for any reason, after providing a six-month written notice to Landlord.
 - e. This Lease Amendment constitutes the First Amendment under the Lease Agreement dated August 1, 2000.

II. TERM

2.1 Fixed Term

The new term shall commence on August 1, 2005 and shall expire at 12:01 a.m. on July 31, 2010, unless sooner terminated in accordance with the provisions herein.

III. RENT

3.1 Payment of Percentage Rent

Paragraphs 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 are deleted from the Lease Agreement.

IV. UTILITIES AND SERVICES

4.1 Paragraph d of Article 9 of the Lease Agreement, is amended to read as follows:

9d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the rate of **two and six-tenths (2.6%) percent** of Landlord's cost, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant. If Landlord determines that Tenant's trash collection costs should be increased due to Tenant's actual use of the service, Tenant shall be provided with 10 days notice of such increase.

V. CANCELLATION OF LEASE

5.1 ARTICLE 23: TENANT'S RIGHT TO CANCEL LEASE

Tenant shall be permitted to cancel the Lease, for any reason, after providing written notice to Landlord, at least six months in advance of the cancellation date.

VI. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Landlord: Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
ATTN: Secretary/General Manager

Tenant: Colleen Crosby and Bronson Baker
d/b/a Brew Bar
P.O. Box 2427
Watsonville, CA 95077

VII. AUTHORITY

Each party has full power and authority to enter into and perform this Amendment and the person signing this Amendment on behalf of each has been properly authorized and

empowered to enter into this Amendment. Each party further acknowledges that it has read this Amendment, understands it, and agrees to be bound by it.

VIII. REMAINING TERMS AND CONDITIONS

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

IN WITNESS THEREOF, this First Amendment to the Lease Agreement is executed by Landlord, and Tenant has affixed his/her signature the day and year first hereinabove written.

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY:

Leslie White, General Manager

TENANT- BREW BAR

BY:

Colleen Crosby, an individual

BY:

Bronson Baker, an individual

Approved as to Form:

MARGARET GALLAGHER
District Counsel

8.63

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR EVALUATION OF METRO'S ADA/504 PROGRAMS & ACTIVITIES WITH PAT PIRAS CONSULTING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for evaluation of District's ADA/504 programs & activities with Pat Piras Consulting.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Two firms submitted proposals for the District's review.
- A four-member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Pat Piras Consulting to provide evaluation of ADA/504 programs and activities.

III. DISCUSSION

On January 24, 2003 the Board of Directors for the Santa Cruz Metropolitan Transit District modified District's ADA complaint procedures to include an evaluation of District's programs, activities and services to determine whether they are accessible to disabled individuals. This policy change was designed to complete an evaluation of current District services, programs and activities and the effects thereof to determine whether District does or does not meet the requirements of the ADA / 504 statutes and regulations. This evaluation is to be completed by January 24, 2006. The evaluation shall be forwarded the District's General Manager for review and subsequent forwarding to the District Board of Directors.

On March 23, 2005, District Request for Proposal No. 04-23 was mailed to 29 firms and was legally advertised. On May 27, 2005, proposals were received and opened from two firms. These firms are listed in Attachment A. A four-member evaluation committee comprised of District staff have reviewed and evaluated the proposals.

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

EVALUATION CRITERIA	EVALUATION POINTS
1. Offeror's qualifications and experience in performing similar services	40
2. Cost Proposal	30
3. Presentation of time-line to complete project	25
4. Disadvantage Business Enterprise Participation	5
Total Points Possible	100

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Pat Piras Consulting to provide evaluation of District's ADA/504 programs and activities for an amount not to exceed \$47,665. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the operating budget.

V. ATTACHMENTS

Attachment A: List of firms responding to the request for proposals

Attachment B: Contract with Pat Piras Consulting

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

LIST OF FIRMS RESPONDING TO RFP NO. 04-23 FOR EVALUATION OF
DISTRICT'S ADA/504 PROGRAMS AND ACTIVITIES

1. Pat Piras Consulting, 892 Grant Avenue, San Lorenzo California
2. Sally Swanson Architects, Inc., 490 Post Street, Suite 830, San Francisco, California

PROFESSIONAL SERVICES CONTRACT FOR ADA / 504 REVIEW OF METRO PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS (04-23)

THIS CONTRACT is made effective on July 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and PAT PIRAS CONSULTING ("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 ADA/504 Review Services

District has the need for ADA/504 Review Services. In order to obtain these services, the District issued a Request for Proposals, dated March 23, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide ADA/504 Review Services and whose principal place of business is 892 Grant Avenue, San Lorenzo, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ADA/504 Review Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On June 24, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the ADA/504 Review Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated March 23, 2005 including addendum numbers 1 and 2.

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

Contractor's Proposal to the District for ADA/504 Review Services, signed by Contractor and dated April 22, 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" supercede Exhibit "B".

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued March 23, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued March 23, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$47,665 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Pat Piras Consulting
892 Grant Avenue
San Lorenzo CA 94580
Attention: Principal/Director

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
PAT PIRAS CONSULTING

By _____
Patrisha Piras
Principal/Director

Approved as to Form:

Margaret Rose Gallagher
District Counsel

*Santa Cruz Metropolitan
Transit District*



March 23, 2005

Attached is a Request for Proposals (RFP) 04-23 for ADA/504 Review Of Metro Programs, Activities, And Services To Determine Whether They Are Accessible To Disabled Individuals.

Last day to submit a proposal will be 5:00 p.m. on April 22, 2005 at the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060.

Please submit a fully executed Part II General Information Form along with required information identified in the specification section of the Request for Proposals.

A contract will be executed for the services requested and will be in substantially the same form as the Contract in Section V.

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 contractors 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 contractors 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 a proposal in response to this request for proposals 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@scmtd.com . Please note that all changes to the RFP 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

REQUEST FOR PROPOSALS (RFP)

**FOR ADA/504 REVIEW OF METRO PROGRAMS,
ACTIVITIES AND SERVICES TO DETERMINE WHETHER
THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS**

District RFP NO. 04-23

Date Issued: March 23, 2005

Proposal Deadline: 5:00 P.M., April 22, 2005



Contents of this RFP

Part I.	Instructions to Offerors
Part II.	General Information Form
Part III.	Specifications
Part IV.	General Conditions
Part V.	Contract/Agreement
Part VI.	FTA Requirements for Non-Construction Contracts
Part VII.	Protest Procedures
Attachment A –	District Regulation No. AR-1002 ADA Complaint Procedure
Attachment B -	List of Programs, Activities and Services to be Evaluated

PART I

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

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

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

PART III

SPECIFICATIONS FOR ADA / 504 REVIEW OF METRO PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from qualified firms or individuals to undertake the following activities related to the evaluation of METRO programs, activities and services as provided for by METRO policy and in compliance with the Americans with Disabilities and 504 Statutes.

2. BACKGROUND

The Santa Cruz Metropolitan Transit District is the sole public transit operator in Santa Cruz County. Its service area is the entire county, an area of 441 square miles with a population of 255,602 (according to 2000 estimates by the State Department of Finance). The District provides fixed route bus service that serves both the urban and rural areas of the County and ADA paratransit services for pre-qualified customers within ¾ of a mile of fixed route services.

3. SERVICE REQUIREMENTS

On January 24, 2003 the Board of Directors for the Santa Cruz Metropolitan Transit District modified METRO's ADA complaint procedures to include an evaluation of METRO's programs, activities and services to determine whether they are accessible to disabled individuals. This policy change was designed to complete an evaluation of current METRO services, programs and activities and the effects thereof to determine whether METRO does or does not meet the requirements of the ADA / 504 statutes and regulations. This evaluation must be completed by January 24, 2006. The evaluation shall be forwarded the METRO's General Manager for review and subsequent forwarding to the METRO Board of Directors.

METRO desires to engage the services of a professional consulting firm to conduct such a review, prepare results based on findings and attach approximate costs to upgrade programs, activities and services and / or change practices that are determined to not to be in compliance with the ADA / 504 statutes.

The Consultant must conduct outreach meetings with METRO's users groups, individuals with disabilities and other organizations representing individuals with disabilities as determined by METRO. The production of results may also include the presentation of those results to the Board of Directors in a public meeting as determined by the General Manager.

The draft Evaluation Report and Final Evaluation Report shall include at a minimum the following:

1. A list of interested persons and groups consulted;
2. A list of areas examined and any problems identified and explained;
3. If problems are identified, a description of the proposed modification to bring the service, program or activity into compliance with the ADA/504 statutes and regulations with costs identified; and
4. An implementation schedule.

Attached to this Request for Proposals (Attachment A) is the current METRO policy as it relates to the completion of this ADA / 504 review and a list of programs, activities and services prepared by METRO staff to be evaluated. METRO is committed to a proactive public outreach process that includes meetings with staff, users of the system, Advisory Groups, Board Members and / or other groups as designated by METRO Staff as well as those identified above.

4. COST PROPOSAL

Offerors shall provide a detailed cost breakdown of the major functions offered and an estimated completion date of major tasks. Once the draft report is completed, METRO staff will review and corrections may be requested at the vendors expense so a final report can be generated. The timeline between a draft report and a final report, as prepared by the Consultant may be up to three (3) months. Consultant shall also specify if progress payments are required. Costs submitted shall be all inclusive to include:

- Consultant staff time
- Air fare / Hotel or accommodations
- Production of draft report and final report including materials
- Consultant staff time spent in Santa Cruz County
- Other expenses that the offeror believes will be incurred to complete this project

5. CONTRACT TERM

This is a limited term contract and will terminate when the final report is accepted by METRO. Payment for accepted services shall be 45 days upon receipt of invoice.

6. PROCESS FOR SUBMITTAL OF PROPOSALS

Proposal Requirements

1. Consultant shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
2. Consultant shall submit a detailed work plan including time spent in Santa Cruz County researching the METRO services, programs and activities being evaluated. Consultant shall submit an approximate completion date for a draft report and a final report based on comments received.
3. Conflict of Interest - The offeror shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The offeror shall also list current clients who may have a financial interest in the outcome of the work.
4. Professional Services Agreement - Offeror's proposal shall be based on the requirements set forth in the "Professional Services Agreement" included in this RFP (Part V). The final agreement between the District and Consultant shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
5. Signature - The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period.

7. PROPOSAL SUBMITTAL

One original unbound proposal and four bound copies must be received no later than 5.00 p.m. on APRIL 22, 2005 at the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

RFP No. 04-23
Proposal for Evaluation of METRO's ADA / 504 Programs and Activities
(Proposal Due Date: APRIL 22, 2005, 5:00 pm)

All proposals submitted in response to this RFP become a matter of Public Record and shall be regarded as Public Records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets, and marked as "Trade Secret", "Confidential" or "Proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, if they are not plainly marked "Trade Secret", "Confidential" or "Proprietary", or if disclosure is required under the Public Records Act.

8. REJECTION OF PROPOSALS

Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract should it determine that all the proposals are not in its best interest.

9. EVALUATION CRITERIA AND SELECTION OF THE SUCCESSFUL OFFEROR

1. Selection of the successful offeror will be based on information provided in response to the RFP and a variety of factors, including costs, evaluation of proposals according to District-specified evaluation criteria, consideration of any exceptions taken to District's proposed contract terms and conditions, qualifications and experience, information provided by offeror's references for whom work of a similar nature has been done, and Disadvantaged Business Enterprise (DBE) participation. Offerors should provide this necessary information so that their proposal can be evaluated based on the criteria set forth herein.
2. Proposals submitted by each offeror shall be evaluated separately based on how well the proposal meets the District's criteria. Contract award will be based on written proposals submitted. The District, at its sole discretion, will determine whether to interview the top rated offerors or to award the contract without further discussion on the basis of the initial proposal received.
3. If a single proposal is received in response to this RFP, the District will perform a detailed cost/price analysis prior to the award of contract. Offeror may be required to provide validation of their submitted cost proposal by presenting examples of other work performed similar in scope and requirements.

A District evaluation committee will perform the overall evaluation process. The evaluation criteria set forth below will be the sole basis for determining an award of contract. Proposals should be specific and complete in every detail. Reference checks will be made of the top rated offerors.

Proposals will be evaluated and scored according to the following:

EVALUATION CRITERIA	EVALUATION POINTS
1. Offeror's qualifications and experience in performing similar services	40
2. Cost Proposal	30
3. Presentation of time-line to complete project	25
4. Disadvantage Business Enterprise Participation	5
Total Points Possible	100

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Sever ability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR ADA / 504 REVIEW OF METRO PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS (04-23)

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 ADA/504 Review Services

District has the need for ADA/504 Review Services. In order to obtain these services, the District issued a Request for Proposals, dated March 23, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide ADA/504 Review Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ADA/504 Review Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the ADA/504 Review Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated March 23, 2005

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

Contractor's Proposal to the District for ADA/504 Review Services, signed by Contractor and dated April 22, 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" supercede Exhibit "B".

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued March 23, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued March 23, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 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 (3) years from the completion of

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 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.

12.2 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.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be 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.

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost Allow Ability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP)

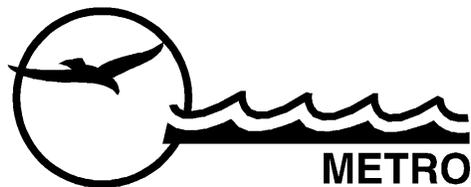
**FOR ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES
AND SERVICES TO DETERMINE WHETHER THEY ARE
ACCESSIBLE TO DISABLED INDIVIDUALS**

District RFP NO. 04-23

ATTACHMENT A

District Regulation No. AR-1002

ADA Complaint Procedure



Regulation Number: AR-1002

Computer Title: adacmplt.doc

Effective Date: August 1992

Pages: 10

TITLE: ADA Complaint Procedure

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
September 7, 1995	Revise format without content change	General Manager (SG)
January 28, 2002	Change of Address only	General Manager (LW)
December 13, 2002	Revise complaint procedure, replaces regulation	Board Chair (SA)
January 24, 2003	Revision to change date of program evaluation	Board Chair (ER)

I. POLICY

- 1.01 It is the policy of the Santa Cruz Metropolitan Transit District (hereinafter Santa Cruz METRO) that all its services, programs, and activities when viewed in their entirety, are readily accessible in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (hereinafter ADA/504).
- 1.02 It is the policy of the Santa Cruz METRO that in accordance with ADA/504, no qualified individual with a disability shall, on the basis of disability be excluded from participation in or be denied the benefits of the services, programs, or activities of Santa Cruz METRO or be subjected to discrimination. A qualified individual with a disability shall be afforded an opportunity to participate in or benefit from the aid, benefit or service that is equal to and as effective as that afforded to others.
- 1.03 Santa Cruz METRO is adopting this policy in order to affirm its commitment to the ADA/504 statutes and regulations with regard to its services, programs, and activities.
- 1.04 Neither Santa Cruz METRO nor its employees or contractors shall retaliate, coerce, intimidate, threaten or interfere with any individual in the exercise of his/her rights pursuant to ADA/504 statutes and regulations or because that individual aided or encouraged any other individual in the exercise or enjoyment of any right granted or protected by the ADA/504 statutes and regulations.
- 1.05 Neither Santa Cruz METRO nor its employees or contractors shall discriminate against any individual because that individual has opposed any act or practice made unlawful by the ADA/504 statutes or regulations or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the ADA/504 statutes or regulations.

II. APPLICABILITY

- 2.01 Every Santa Cruz METRO employee and contractor must adhere to this policy and procedures.
- 2.02 Following this policy and procedures does not relieve a Santa Cruz METRO employee or contractor of complying with applicable Federal and California laws and regulations.
- 2.03 Members of the public may utilize this policy and procedures.

III. DESIGNATION OF RESPONSIBLE EMPLOYEE, COMMUNICATION AND AUXILIARY AIDS

- 3.01 The General Manager or his/her designee shall coordinate Santa Cruz METRO's efforts to comply with and carry out its responsibilities pursuant to the ADA/504, including any investigation of any complaint alleging Santa Cruz METRO's noncompliance with the ADA/504 or actions on the part of Santa Cruz METRO that are prohibited by the ADA/504.
- 3.02 The General Manager or his/her designee shall ensure that all Santa Cruz METRO's services, programs, and activities when viewed in their entirety, are readily accessible to those individuals with disabilities as defined in the ADA/504 statutes and regulations.
- 3.03 Should an employee become aware that a Santa Cruz METRO service, program, or activity is out of compliance with the ADA/504, he/she is strongly encouraged to immediately inform his/her supervisor, manager, the General Manager or the Chair of the Board of Directors of the noncompliance. Upon receipt of such notification, the investigative procedure set forth in Section VI shall be followed.
- 3.04 The General Manager or his/her designee shall make information available to individuals including individuals with disabilities, concerning Santa Cruz Metro's duties under the ADA/504 and how the ADA/504 applies to Santa Cruz METRO's services, programs and activities.
- 3.05 The General Manager or his/her designee shall take steps to ensure that Santa Cruz METRO can effectively communicate with individuals with disabilities (including applicants, participants and members of the public) as it does with others. Auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program or activity conducted by Santa Cruz METRO shall be provided in accordance with the ADA/504 statutes and regulations. In determining the type of auxiliary aid and service necessary, Santa Cruz METRO will give primary consideration to the requests of the individual with disabilities.

- 3.06 The General Manager or his/her designee shall ensure that when Santa Cruz METRO employees communicate with individuals with impaired hearing or speech by telephone that telecommunication devices for the deaf or equally effective telecommunications systems are in place in accordance with ADA/504.
- 3.07 The General Manager or his/her designee shall ensure that interested persons including persons with impaired vision or hearing can obtain information as to the existence and location of accessible services, activities and facilities in accordance with ADA/504.
- 3.08 Santa Cruz METRO shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility.
- 3.09 The General Manager or his/her designee shall ensure that information concerning Santa Cruz METRO's services, programs and activities are made available to individuals with disabilities.
- 3.10 The General Manager or his/her designee shall utilize appropriate Santa Cruz Metro employees or consultants necessary to fulfill Santa Cruz METRO responsibilities pursuant to this policy/procedure.
- 3.11 The General Manager or his/her designee shall ensure that Santa Cruz Metro employees are trained on this policy/procedure in order to ensure compliance.

IV. TRANSPORTATION SERVICE

- 4.01 Neither Santa Cruz METRO nor its employees will discriminate against an individual with a disability in connection with the provision of transportation service.
- 4.02 Neither Santa Cruz METRO nor its employees will on the basis of disability, deny to any individual with a disability the opportunity to use its public transportation service if the individual is capable of using that service.
- 4.03 The General Manager or his/her designee shall ensure that its public transportation service meets the standards and requirements set forth in the ADA/504 statutes and regulations.

V. EVALUATION OF SERVICES, PROGRAMS AND ACTIVITIES

- 5.01 The General Manager or his/her designee shall within 36 months of the implementation of this policy conduct an evaluation of Santa Cruz METRO's current services, programs, and activities and the effects thereof, that may or may not meet the requirements of the ADA/504 statutes and regulations.

- 5.02 The General Manager or his/her designee shall review the Santa Cruz METRO's services, programs and activities and prepare an evaluation report for the Board of Directors' review.
- 5.03 The General Manager or his/her designee shall provide an opportunity to interested persons, including MASTF, individuals with disabilities and other organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments, to a draft evaluation report.
- 5.04 The Evaluation Report for the Board of Directors shall include the following:
1. A list of the interested persons consulted;
 2. A description of areas examined and any problems identified;
 3. If problems are identified, a description of the proposed modification; and
 4. An implementation schedule to ensure that the modifications are made in a timely fashion.
- 5.05 Once the Board of Directors has accepted the Evaluation Report, the General Manager or his/her designee shall ensure that the implementation schedule for the necessary modifications is followed in accordance with the adopted schedule.
- 5.06 Upon completion of the modifications, the General Manager or his/her designee shall on a 24 month cycle review all services, programs, and activities of the Santa Cruz METRO in order to ensure that they meet ADA/504 statutes and regulations.
- 5.07 This policy/procedure does not require Santa Cruz METRO to take any action that it can demonstrate would result in a fundamental alteration in the nature of its service, program, or activity or in undue financial and administrative burdens. The General Manager or his/her designee shall make the decision that compliance would result in such alteration or burdens after considering all resources available for use in the funding and operation of the service, program, or activity and such decision must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, Santa Cruz METRO shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the Santa Cruz METRO.

VI. GRIEVANCE PROCEDURE

- 6.01 Any person with a disability or his/her authorized representative (family member, caregiver, disability advocate, or disability organization, i.e. Central Coast Center for Independent Living, Community Bridges, Senior Network Services, or the like) who believes that Santa Cruz METRO's programs, activities or services are not in compliance with the ADA/504 statutes or regulations shall put his/her concerns in writing, with the

complainant signing the document to attest to the accuracy of the complaint (if possible)¹. The complaint can then be directed to any of the following individuals who are required to keep the information contained in the complaint confidential:

1. Santa Cruz METRO
370 Encinal Street, Suite 100
Santa Cruz, California 95060
Attention: General Manager/Assistant General Manager
(831) 426-6080-phone (TDD 711 (TTY/Voice))
(831) 426-6117-facsimile
mdorfman@scmtd.com

2. Santa Cruz Metro Center
920 Pacific Avenue, Suite 21
Santa Cruz, California 95060
Attention: Accessible Services Coordinator
(831) 423-3868-phone (TDD 711 (TTY/Voice))
(831) 423-1024-facsimile
jdaugher@scmtd.com

3. Customer Service
Santa Cruz Metro Center
920 Pacific Avenue
Santa Cruz, CA 95060
Attention: Customer Services Coordinator
(831) 425-8600-phone (TDD 711 (TTY/Voice))
(831) 423-1024-facsimile
dcanales@scmtd.com

6.02 If an individual is unable to utilize a written complaint format, because of a disability, he/she may contact Santa Cruz Metro's Claims Investigator at (831) 426-6080 extension 120, who will tape record the conversation with the individual's knowledge and consent. The individual making the complaint must identify himself/herself (for verification purposes only) and provide all other necessary information in order for the complaint to be processed. The complaint will be mailed to the individual for verification and signature (if possible). The complaint will not be processed until the complaint is received back by Santa Cruz Metro, signed by the individual or, if unable because of a disability to sign the form, by the representative, as verification of its accuracy.

6.03 The complaint shall identify the service, program or activity, which is alleged to be out of compliance with ADA/504 statutes or regulations. The complaint shall set forth the time, date, place and the circumstances giving rise to the alleged violation and shall identify those individuals who are believed to have information regarding the alleged violation. . A complaint must be filed no later than 90 days from the date of the alleged

¹ Representative may sign on behalf of a complainant whose disabilities prevent him/her from being able to execute the document.

discrimination unless the time for filing is extended by the General Manager or his/her designee for good cause.

- 6.04 A complaint form², which is attached to this policy and procedure, can be used for this grievance procedure. Complaint forms shall be made available in accessible formats upon request. A complaint form can be obtained under the following circumstances:
- a. At the Santa Cruz METRO Website, www.scmttd.com;
 - b. By calling Santa Cruz METRO's Administrative Services Coordinator at (831) 426-6080, (TDD 711 (TTY/ voice)) a complaint form can be mailed;
 - c. By calling Santa Cruz METRO's Accessible Services Coordinator at (831) 423-3868, (TDD 711 (TTY/voice)) a complaint form can be mailed;
 - d. Complaint forms can be picked up at the Information Windows/Booths/Counters at each of Santa Cruz METRO's Centers (Santa Cruz, Watsonville and Scotts Valley), the Administrative Offices, 370 Encinal, Suite 100, Santa Cruz, California 95060 or from the Accessible Services Coordinator, Santa Cruz Metro Center, 920 Front Street, Suite 21, Santa Cruz, California, 95060.
- 6.05 If the complaint is received by anyone besides the General Manager, the individual in receipt of the complaint shall forward it to the General Manager or his/her designee within 2 working days of receipt. The General Manager shall immediately provide a copy to the Chair of the Board of Directors and the Santa Cruz METRO Manager who is responsible for the program, service or activity that is identified as being out of compliance.
- 6.06 The identity of complainants shall be kept confidential, at their election, during the conduct of an investigation, hearing or proceeding conducted pursuant to this grievance procedure. However, when such confidentiality is likely to hinder the grievance investigation, or proceeding, the complainant will be advised for the purpose of waiving the privilege.
- 6.07 The Santa Cruz METRO Manager who is responsible for the program, service or activity that is alleged to be out of compliance shall promptly investigate the alleged complaint and shall prepare a written response within 10 working days of his/her receipt of the complaint. The Manager may consult with appropriate Santa Cruz METRO staff in the preparation of his/her response to the complaint.
- 6.08 The General Manager or his/her designee shall then speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that provisions of the ADA/504 have been violated. The General Manager shall review and consider the response prepared by the

² The form is not required to process a complaint. Any written format is acceptable or tape recording as provided in Section 6.02.

Manager identified in Section 6.07, all the information provided by the complainant and any other evidence available regarding the allegations in the complaint. The General Manager shall prepare a written report of his/her findings and if corrective action is required a timetable for the completion of such action.

- 6.09 Within 15 working days following receipt of the initial complaint, the General Manager shall inform the complainant of his/her findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.
- 6.10 If the complainant is not satisfied with the findings and/or action of the General Manager or his/her designee, then the complainant may file his/her complaint together with any other supporting documentation within 5 working days of his/her receipt of the results of the General Manager's investigation, with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, 370 Encinal Street, Suite 100, Santa Cruz, CA, 95060. The Chair of the Board of Directors upon review of the entire file, shall take appropriate action in order to insure ADA/504 compliance. The Complainant shall be notified of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the complainant is not satisfied with the results of the general manager's investigation.
- 6.11 The timelines applicable to this procedure may be waived by the general manager if he/she finds that there is good cause for a waiver.
- 6.12 Santa Cruz METRO shall retain documents arising out of the grievance procedure for at least three (3) years and the General Manager or his/her designee shall maintain relevant information in a database in a confidential manner.
- 6.13 Participation in this Grievance Procedure is voluntary. Nothing contained herein shall preclude a complainant from taking any other appropriate legal or administrative action against Santa Cruz Metro, should its programs, services or activities be out of compliance with the ADA/504.

COMPLAINT FORM
(FOR AMERICANS WITH DISABILITIES ACT (ADA)
REHABILITATION ACT OF 1973 (504) COMPLAINTS)

Please indicate by checking the box, if you wish to have your identity kept confidential

Name of Complainant: _____

Address of Complainant: _____

Telephone Number: _____

E-mail Address: * _____

Date of Complaint: _____

Date of Violation: _____

Time of Violation: _____

Place of Violation: _____

Bus Number:** _____

Bus Route:** _____

General physical description of bus operator** _____

Identify service, program or activity out of ADA/504 compliance: _____

Summary of violation: (attach additional sheets as necessary) _____

Identify individuals by name and address that have information relating to the violation:

Signature of Complainant/Representative

Date

*Optional
** if applicable

GRIEVANCE PROCEDURE

1. Return completed Grievance form within 90 days of the alleged violation to any of the following:

1. Santa Cruz METRO 370 Encinal Street, Suite 100 Santa Cruz, CA 95060 Attention: General Manager /Assistant General Manager (831) 426-6080-phone (TDD 711 (TTY/Voice)) (831) 426-6117-facsimile mdorfman@scmtd.com	2. Santa Cruz Metro Center 920 Pacific Avenue, Suite 21 Santa Cruz, CA 95060 Attn: Accessible Services Coordinator (831) 423-3868-phone (TDD 711 (TTY/Voice)) (831) 423-1024-facsimile jdaugher@scmtd.com	3. Customer Service Coordinator Santa Cruz Metro Center 920 Pacific Avenue Santa Cruz, CA 95060 Attn: Customer Services (831) 425-8600-phone (TDD 711 (TTY/Voice)) (831)423-1024-facsimile dcanales@scmtd.com
---	---	---

2. The General Manager/designee shall conduct an investigation into the alleged violation. The complainant may be contacted during the course of the investigation;
3. The General Manager/designee shall notify the complainant of the results of the investigation within 15 working days;
4. If the Complainant is not satisfied with the response from the General Manager/designee, the complainant may file the complaint together with any supporting documentation with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, 370 Encinal Street, Suite 100, Santa Cruz, California 95060 within 5 working days of receipt of the response from the General Manager/designee; and
5. The Chair shall have 10 working days to review the complaint and the investigation and report prepared by the General Manager/designee and to determine if any additional action needs to occur to ensure compliance with the ADA/504.

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (504) the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) will not discriminate against qualified individuals with disabilities on the basis of disability in the Santa Cruz METRO's services, programs, or activities. Santa Cruz Metro will not tolerate acts of retaliation against anyone exercising his/her rights under the ADA/504.

Santa Cruz METRO does not discriminate on the basis of disability in its hiring or employment practices. Santa Cruz METRO will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. Santa Cruz METRO will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of Santa Cruz METRO's business. Santa Cruz METRO will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

Santa Cruz METRO will provide transportation services in accordance with the ADA/504 statutes and regulations. Santa Cruz METRO will provide appropriate auxiliary aids and services, including qualified sign language interpreters and assistive listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impediments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden. A person who requires an accommodation or an auxiliary aid or service to participate in a Santa Cruz METRO program, service, or activity, should contact Dale Carr, Administrative Services Coordinator, at (831) 426-6080 (TDD 711 (TTY/voice)) for assistance as far in advance as possible but not later than 48 hours before the scheduled event.

Santa Cruz METRO will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

In order to satisfy itself that it is meeting its obligations under the ADA/504, Santa Cruz METRO has established a grievance procedure for persons with disability who allege that METRO's services, programs or activities are out of compliance. Should you wish a complaint form, to file a grievance or if you have questions or concerns regarding METRO's compliance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973 please contact Leslie White, General Manager, at (831) 426-6080 (TDD 711 (TTY/voice)).

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP)

**FOR ADA/504 REVIEW OF METRO PROGRAMS,
ACTIVITIES AND SERVICES TO DETERMINE WHETHER
THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS**

District RFP NO. 04-23

ATTACHMENT B

**List Of Programs, Activities And Services
To Be Evaluated**



Santa Cruz Metropolitan Transit District

In accordance with direction received from the Board of Directors the Santa Cruz Metropolitan Transit District is reviewing its programs, activities and services to determine whether they are accessible to disabled individuals. The evaluation period is 3 years and ends on January 24, 2006. The following is a list of METRO's programs, activities and services that will be evaluated in this process:

I. Programs, Activities, and Services:

A. Administration Department:

1. Public Hearing Notifications
2. Press Releases
3. Public Notices
4. Board Meetings

B. Facilities Maintenance Department:

1. Access to and throughout Facilities:
 - a. Administration Building
370 Encinal Street, Suite 100
Santa Cruz, CA
 - b. Fleet Maintenance Building
111 Dubois Street
Santa Cruz, CA
 - c. Fleet Administration and Offices
110 Vernon Street, Suite B
Santa Cruz, CA
 - d. Operations Building
1200 River Street
Santa Cruz, CA
 - e. Minor Maintenance Facility
120 Golf Club Drive
Santa Cruz, CA 95060
2. Bus Stops (approximately 1055 bus stops located throughout the County of Santa Cruz)

3. Access to and throughout the transit centers

- a. Santa Cruz Metro Center
920 Pacific Avenue
Santa Cruz, CA 95060
- b. Watsonville Transit Center
475 Rodriguez Street
Watsonville, CA 95076
- c. Scotts Valley Transit Center
425 Kings Village Road
Scotts Valley, CA 95066

4. Passenger Amenities

- a. Restrooms;
- b. Restaurants/kiosks

C. Finance Department:

- 1. Payroll System
- 2. Accounts Payable
- 3. Accounts Receivable
- 4. Auditing Function

D. Fleet Maintenance Department:

- 1. Access in/on/out of vehicles:
 - a. Buses
 - b. Vans
 - c. Trucks
 - d. Cars

E. Human Resources Department:

- 1. Worker's Compensation System
- 2. Hiring Process
 - a. Applications

- e. Testing
 - f. Interviews
 - g. New Hire Orientation
- 4. Benefits
 - a. Medical Insurance
 - b. Dental Insurance
 - c. Other
 - 4. Reasonable Accommodation Process
 - 5. Employee Training

F. Information Technology Department:

- 1. Website
- 2. Computer accounts
- 3. Computer applications for employees

G. Legal Department:

- 1. Tort Claims Process
- 2. Leasing Program
- 3. Employee Training

H. Operations Department:

- 1. Marketing
 - a. Headways
 - b. Customer Service Complaint Process
- 2. Operations
 - a. Rider Alerts
 - b. Posters on Buses
 - c. ParaCruz Users Guide
 - d. ParaCruz Certification/Recertification Process and Documentation
 - e. Employee Training

I. General to All Departments

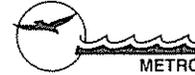
1. Internal Communications

- a. Memos
- b. Email
- c. Written Communication
- d. Notices/Postings
- e. Staff meetings

2. External Communications

- a. Website (IT)
- b. Public Hearing Notifications (Admin)
- c. Headways (Operations)
- d. Bus posters/Transit Center Posters (Facilities)
- e. Rider Alerts (Facilities)
- f. Press Releases (Admin)
- g. Public Notices (Admin)
- h. Board Meetings (Admin)
- i. Public Hearings (Admin)

*Santa Cruz Metropolitan
Transit District*



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 04-23

FOR ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES AND SERVICES TO
DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS

April 20, 2005

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

1. Question: Letter B (Facilities Maintenance Department) of Attachment B of RFP 04-23, notes "Access to and throughout Facilities:" Provide the square footage figures for the facilities listed in letter B?

	<u>Answers:</u>
a. Administration Building -	<u>18,069 square feet</u>
b. Fleet Maintenance Building -	<u>11,340 square feet</u>
c. Fleet Administration and Offices -	<u>4,600 square feet</u>
d. Operations Building -	<u>5,951 square feet</u>
e. Minor Maintenance Facility (120 Golf Club Drive) -	<u>9,799 square feet</u>
f. ParaCruz Facility -	

Transit Centers:	<u>Answers:</u>
a. Santa Cruz Metro Center -	<u>11,290 square feet</u>
b. Watsonville Transit Center -	<u>5,165 square feet</u>
c. Scotts Valley Transit Center -	<u>2,206 square feet</u>

2. Letter D (Fleet Maintenance Department) of Attachment B of RFP 04-23 calls for a review of the "Access in/on/out of vehicles:" Can you provide us with a total number of each type of vehicle?

	<u>Answers:</u>
a. Buses -	<u>113 Transit Buses, 1 Trolley Bus</u>
b. Vans -	<u>12 (Non-Revenue)</u>
c. Trucks -	<u>16 (Non-Revenue)</u>
d. Cars -	<u>9 (Non-Revenue)</u>
e. ParaCruz -	<u>29 Mini vans and 3 (15 passenger) buses</u>

3. Question: It is unclear from the RFP whether a comprehensive assessment of the fixed-route and paratransit operations will be incorporated in the scope of this study. More specifically, will the consulting team be required to conduct an assessment of ADA requirements on board fixed-route buses such as bus call-outs; driver behavior with regard to service to people with disabilities; preventative maintenance to ensure reliable lift operations etc. With regard to the ParaCruz operations, will the consulting team be required to determine ADA compliance with the six ADA-required service criteria, or will the scope be limited to a review of the Users Guide, the certification process and employee training?

Answer: The consultants will not be required to perform on-board assessments of the announcements of call stops as METRO is already conducting audits of this function. Additionally, METRO monitors bus operator behavior through other means so an analysis of the bus operators behavior is also not required as part of the scope of services. METRO previously analyzed its paratransit service, including the users' guide, certification and training functions, so again no analysis is required in these paratransit areas.

4. Please clarify the use of the term "headways" in a couple of locations in the RFP - does this specifically refer to the frequency of fixed-route bus service or is the term being used in another context?

Answer: Headways is the name of the District's fixed-route bus schedule guide available to the public.

5. Please indicate the number of bus stops that will require assessment. Should the consultants recommend a sample size that will be tested or will this be a universal survey of all stops? Please provide more information on what is required of the assessment of access compliance of the District's vehicle fleet?

Answer: There is no need to make any assessment of any of METRO's bus stops. METRO is asking a consultant to review its bus fleet to determine if each bus in the fleet is equipped with all required accessible features that enable a user who has disabilities to access the fixed route to the greatest extent possible.

6. Does the District currently have a GIS-based inventory of the system's bus stops?

Answer: METRO does not have a GIS-based inventory of the system's bus stops.

7. **THE DUE DATE FOR THIS RFP HAS BEEN EXTENDED TO MAY 6, 2005, 5:00 P.M.**

Lloyd Longnecker
District Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 2

REQUEST FOR PROPOSALS (RFP) NO. 04-23

FOR ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS

May 9, 2005

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

<p>THE DUE DATE FOR THIS RFP HAS BEEN EXTENDED TO: MAY 27, 2005, 5:00 P.M.</p>

The square footage of the ParaCruz facility is 4,000 square feet. This information was inadvertently left off Addendum No. 1.

On Tuesday, April 26, 2005, District staff met with representatives of the firm Sally Swanson Architects, Inc. to clarify the scope of work. Attached to this Addendum No. 2 is a REVISED Attachment B – LIST OF PROGRAMS, ACTIVITIES AND SERVICES TO BE EVALUATED. Several items have been deleted and are discussed below. The following is a recap of the questions posed and answers provided.

1. Question: Who is the District's Project Manager for this contract? *Answer: Mark Dorfman, the Assistant General Manager and Margaret Gallagher, the District's Legal Counsel will be co-project managers for this contract.*
2. Question: Now that the bus stops are no longer a part of the scope of work (Addendum No. 1), how can some of the goals be accomplished in regards to program access if a main part of the program is not addressed? *Answer: The District has a Bus Stop Advisory Committee (BSAC) and knows which stops are inaccessible. When the District makes improvements on an inaccessible bus stop this committee looks at all factors that go into making the stop accessible. To have this contract look at bus stops would not be a good use of the limited resources of which the District has for this project. The District recently changed the way paratransit services are provided by going from a contracted service to in-house service. Two years ago, a comprehensive operational and financial audit was performed on our contractor and a separate contract was*

performed to re-certify all District Paratransit clients and train District staff to perform recertification duties.

3. Question: Knowing that you have the recertification program in place, would you like that program be part of the draft evaluation report that we do make? *Answer: This would be addressed by the District in another format. The District views the phone system for ParaCruz as the bus stop for the fixed route. It's the way you access the system. Initially, when we looked at this project, we wanted to do a complete assessment consistent with our policy of looking at all the aspects of the system. When we sat down and began to interact with consultants, we realized that that this was a fairly substantial scope and more than we had budget power to do in one chunk. So then we looked at paring it back and taking the bus stop element out, which we will have to come back to at a future time as we develop our capital improvement program, even though they're grand parented-out by virtue of being pre-existing to ADA. We know that we have an obligation and the Board has an obligation to want to go back and retrofit those stops to make them accessible, and it's purely a financial constraint as far as how we get that done. We want to know that the fleet represents itself as being an accessible fleet and we have lifts and ramps on all of our fixed route buses – have had since 1979 -- way pre-ADA. We have now installed an enunciation system to meet the call stop requirements, except that we that we took a step beyond what the ADA requires. They have very specific definitions as far as major transfer points, intersections and other major points of interest on calls. We call 100 percent of our stops. The only stops that we don't call for a stop is geographically within 600 feet of another stop and the GPS can't discern one from the other, so it can't call it. It's a global positioning system based enunciation system. We would want you to do either a sampling or full fleet inspection to indicate that the fleet is accessible and then look at what our maintenance frequency is. The fact is that we report to our Board –monthly statistical report -- every lift failure that we experience, whether it's lift failure on pull out and pre-trip inspection, or if it's lift failure in service, they want to know what's happening as far as our accessible service – whether we're maintaining our securement. Then in our services that we provide, Headways is our publication. We don't have route-by-route schedules. We have one document that has all of our schedules. But is that presented in a manner that is accessible? That's something that we'd want to know. If not, what kind of improvements do we need to make? We are in a short service year – we change service four times a year – we have four bids a year for bus operators – and in a short service schedule such as the one that we're doing this summer, we print 45,000 Headways--in a long schedule we print 90,000 Headways and the web site are what people use to access the bus schedule and route system*
4. Question: So as far as the fleet is concerned, you want to make sure that all of the elements are in place and are maintained. *Answer: Yes, you can have a totally lift-equipped or ramp-equipped fleet and you don't maintain them they don't work, then it's not an accessible system even though it presents itself as such on paper.*
5. Question: Referring to Attachment B – LIST OF PROGRAMS, ACTIVITIES AND SERVICES TO BE EVALUATED, under item I. Programs, Activities, and Services,

A. Administration Department, are we to review all of these items? *Answer: Right. We want to be able to have the public, disabled or not, be able to access METRO and so if there are things that we need to do for people with disabilities to be able to communicate with us and for us to communicate with them. How should we do that? If there are public hearing notifications that we do in a certain way, and if there are other ways to do it, we want to know. Like for example we don't give enough notice for a qualified sign interpreter. These are the types of issues that if somebody is hearing impaired, blind, we can issue a public hearing notice and get everything for them, to be able to access the meeting.*

6. Question: Do you want us to put in the Brown Act into that? *Answer: No, we don't need that, we know about the Brown Act.*
7. Question: So we would be reviewing current manner in which you deliver these notifications? *Answer: Yes*
8. Question: We would be listing our review of that and we would be listing a modification, if necessary, a recommended modification. *Answer: Yes*
9. Question: And a price and schedule for implementing? *Answer: Yes*
10. Question: Is there a way for us – see I think that what we're trying to do here, and the problem we've had the with majority of these areas is trying to understand the volume that we're talking about – you know in order to get to where I think our basic, in the fee, in the schedule is trying to understand some of the volume in some of these areas. *Answer: Public-hearing notifications: there are probably ten to fifteen per year. Press releases: there are less than five a year. Public notices: those are the notices of Board meetings, that sort of thing – there's about thirty a year and board meetings there are twenty-four a year. We do it the same way every time so it's not like you're going to be reviewing twenty-four different notices of the same type and style.*
11. Question: If there would be modification...let's say the fund is wrong, what would you say, okay the public notice needs to be this fund, the press release is that fund *Answer: Exactly.*
12. Question: If we could just go to the facilities just for a moment. Would that be access to the employee workstations? Is this something a path to travel from --the employee parking to a person's place of work. I mean, are we going that deep, or are we going to where we're serving the public – just to the front, to the front counter there? *Answer: Maybe we should separate it out as far as the proposal goes so that if we have to do it in stages.*
13. Question: So we're gonna have two areas: one is the Title One area and one is the Title Two area? *Answer: Right, exactly.*

14. Question: Typically we will do Title Two. So we take it from the bus stop to the front door, or perhaps to the restrooms so that would increase the scope. We very seldom actually go into the work areas themselves, like to measure cubicles. That's going to be handled by the ADA Coordinator per Title One request. So access to and throughout the transit centers – the restaurants, the restrooms, the Payroll Department, or the Finance Department. *Answer: And this is the same as the paper in the Administration. Should we be doing bills to these groups differently, should we be doing any of our systems, and if it is not applicable, does everybody do it the same or there's no other way, then we don't need it reviewed, we just need you to tell us this is not an issue here.*
15. Question: This will involve us sitting with the accountants. Because if, like a check or an accounts payable and so forth it could actually end up being a fundamental alteration of the program which then you don't have to do it. *Answer: Right, exactly.*
16. Question: And then we would look for alternatives and even if there are none we would state "you can't really do it because the whole system will fall apart." *Answer: Right, right.*
17. Question: Can I just kinda skip to computer application now because it ties in a bit, the computer application for employees under the Information Technology Department, is that tied in in some way to this payroll system or are you talking about a general – *Answer: General.*
18. Question: How many buses will we have to work on and are they all the same type? *Answer: 113 buses, one trolley. There are eight different types of buses. We distinguish the types as 35 foot versus the 40 foot versus the 27 foot, high floor, low floor. So there are variances. Some are ramped, some are lift, that sort of thing. So you would want to look at, at a minimum, a representative sample of each of the different fleets so some of the high floor, some of the low floor, and some of the Suburbans. The trolley is one, so – that's it.*

Under Human Resources Department,(I, E. 1.) the worker's compensation system is what it is, the paperwork's guided by the State of California, even the forms now are prescribed, so we are eliminating this requirement.

The hiring process,(I, E.,2.) we want these kinds of things to be able to be accessible to the public. But again, if an applicant said to us, "I need a reasonable accommodation" we know that we have to go through an interactive process with them. We would like people with disabilities to be able to access our applications and different things without the request if it is reasonable. Otherwise we can go through the process with that specifically and deal with that.

19. Question: Do you have an ADA Coordinator? *Answer: No, we have a mobility services training coordinator that does training for people that use the ParaCruz service or they are in transition – trying to access into a fixed route service. But that's purely*

providing assistance to people who learn how to use the fixed route service. As far as an ADA Coordinator for the broad scope of the agency, no.

20. Question: Complaints come in through—Answer: *A complaint process we will make available to you. They are investigated, and there's a process where that comes -- the department submits a report back on investigation. In fact I'm working on two right now. But it ultimately comes to me. If they're unhappy with the determination that I make, then it goes to the Board of Directors.*
21. Question: The notice, the public notice that should be in every building publicizes the contact person responsible for coordinating efforts under the ADA. Answer: *I don't think we have done that.*
22. Question: That's one of those interim recommendations that we make, regardless where we go. We walk into an office where the public is able to come, and we always look for that sign, you know, we look for that little ISA, the little International Symbol of Accessibility sign on the door if it's there or not, and we also look for that sign. Answer: *Those kind of things that we need to know to do. This agency tries its hardest to do the right thing, with regard to people with disabilities and to make sure that they're accessible to all our features and programs and activities and so we want to do it right.*
23. Question: Number two, the testing and interviewing process, new hire orientation I guess we'll just take a quick review of that. The benefits—I don't know what that is. Answer: *We know that there are certain requirements with regard to people having disabilities becoming insured and what they can and cannot limit the insurance companies, so I wanted to be sure that our insurance policies were appropriate. If that's not an issue then I won't worry about it.*
24. Question: Employee training—is that training that we would provide, or would we just look at? Answer: *How we train our employees.*
25. Question: Does that fall under the HR Department, and is the training handled out of a single department? Answer: *The Legal Department does some training and HR does some training. But I think that this has to do with more like the accessibility, the paper accessibility, you know like what we talked about before: Are the notices okay to go out to the employees, you know is there something that we can do better?*
26. Question: Is the training on a accessible floor, in the case when there's someone in a wheelchair? Answer: *We do the trainings generally here or in other training rooms, so I don't really think that the room is not accessible.*
27. Question: Testing, is that commonly an electronic function, is somebody at a computer for testing or is it paper again? Answer: *It's paper with exception – you're not talking about the bus operator testing, or are you? There is a combination of video and paper. Some of it's paper – just all paper. But then on clerical that's skill testing. Maybe that's not necessary because of the reasonable accommodation has a statement about what*

kind of process we go through with applicants and employees if they tell us that they have a need of reasonable accommodation.

28. Question: What to do about the web site? There are two ways to approach it –you’ve got – it as it has to be provided and an alternative method. The way it is right now, it doesn’t seem to be accessible. It’s going to be more expensive to repair and make changes to that web site or create a new mirror website – an accessible website.
Answer: Tell us in your proposal what you just told us. That these are the paths that you can approach. You can approach refurbishing you existing site and making accessible, and these are the kinds of things that you would have to do; or you could just move everything from there over to a new created web site and these are the kinds of things you would have to do. Or, you could just move everything from there over to a new-created web site and these are the kinds of things you would have to do. Exactly that.
29. Question: So you have option A and option B. Sometimes the same with transition plans.
Answer: Yes. Computer accounts are just the people that have access to the computer, the employees. The way that the screens are configured, the desktops. We use a thin terminal approach here; or as someone said “dumb terminal” approach, which is that everything is centralized and basically you have thin terminals at the employees’ desks – they’re not PC’s. They all feed back to a centralized system. An agency of this size, with about 85 different workstations. It is easier to maintain with a staff of four in the IT Department. If you do one upgrade, you do it there at the server farm and that everybody’s automatically upgraded at one time. And we’re at six different locations so rather than running around trying to chase PC’s all over the place to do them one at a time, you can effect a change relatively easily.
30. Question: There really isn’t a lot to review for us. As long as there is a system, find out what you need but that brings something else up. If you have some kind of contingency where the web guy is going to be retained, let’s say for a year or something like that, to be on-call, so that if there is a question, if an employee calls in and says “I can’t see for the next two weeks, I need to have an accessible system, they could just call that guy and he would say go with that software program instead of this software program. Technical assistance upon request for building departments, code enforcement officials, would be probably a good idea for the computer terminals because if he comes up with millions of possible accessible softwares that you may or may not use, we have to wait until somebody requests.
Answer: Exactly. So do you just go check the reasonable accommodation processs Yes, Then we should cover that also. As you go into this you know how we look at it -- a firm that comes in and prepares an assessment of things that we need to change, and so forth, like that – we typically then do not engage the same firm for the implementation.
31. Question: Legal.
Answer: Well, this is our tort claims process and again it’s mostly paper. Our tort claims should be on the web site and so if you make the web site accessible, then the tort claim would be accessible. So that is the process, and the tort claim itself, the form is out of a statute, but again, like the print and all that stuff, you

know it's for the public. people who are riding the buses are getting that, so it's where the bus is.

32. Question: Well you could provide that in an alternative manner. You could say once you come over here I'll read it to you. We don't have it in Braille, I'll read it to you, you tell me. Answer: *Right, right, upon request if they come and do that, and that would be fine. The same thing with our leasing program. This is we interact with the public on giving them notices that we have these little kiosk spaces open for lease at the METRO Center and so then we lease with members of the public and it's the same kind of thing as far as the printed material. I think if you give us tips on what to do with these public notices, these kinds of things and the web site – these kinds of things will fall into place, so I don't know that specifically you need to address them individually, if you do these other things. So delete item G (Legal Department) out. It would just be copy and paste and there is no need for you to do that. We would use the same recommendations from the other one for these.*
33. Question: Marketing. Operations. Answer: *This is for the Headways as discussed earlier. We have a large print version. There are no advertisements in the publication. I think that this customer service complaint process is kind of the same as before, so that if you give us tips on the other things we will apply them to all. They will be universal on public access forms. Delete H. 1. b. Customer Service Complaint Process and H. 2 items c., d., and e. Also delete item I General To All Departments completely.*
34. Question: What is the budget for this project? Answer: *What we are anticipating what we can afford is in the 50 thousand dollar or under range. Here we are operating against a backdrop of service reductions. We have taken 25% of our service off the street in the last three years and we've raised fares by 50 percent. We are a sales tax-driven agency, but unfortunately the economy went downhill.*
35. Question: Is there anything in particular that's driving this process? That has brought it forward? Answer: *It's of our own policy. We have a community that's very sensitive to people with disabilities. We've had a lot of interaction with the community over the bus enunciation system – the call stop issue. And we've had a lot of interaction with the community over taking our ADA complimentary paratransit service to a directly operated service and that all came to the forefront with a multi-systems audit and the study as far as re-certification. So it's a community that made a commitment to accessibility. What we adopted was a policy that we would review all of our systems, services, programs internally and we would have that back to the Board by 2006. And that's a deadline we imposed on ourselves. So that is what is driving this, our own self-imposed deadline. If we have to go back and re-visit that because of the cost implications of the breadth of just looking at that issue, then we'll go back to the Board and say the policy that we looked at and how we scoped this is bigger than we anticipated and we need to take it in bites rather than in its entirety. But there's no external force that is driving it from here.*

36. Question: Public outreach. How much of that would you imagine – how many meetings would you say you would hold typically for a process like this with the public – involving the public? Answer: *I don't know that we were envisioning a lot of public outreach because we're looking at your technical expertise as to whether or not the systems are accessible. I think providing a draft of the proposed modifications and limiting that scope to that. Here is what we've studied, here are our recommendations, and here is a timeframe and taking some input from persons with disabilities and groups that represent disabilities. I think it's a valuable process that we can say that we have consulted with these people and here's the input that they've provided, However, you may not necessarily agree with that, with their notion of where to prioritize this. There's been two processes that I've watched happen in the community. One was the process that was used in developing a re-certification program and how we would structure the paratransit program. And that was a lot of stakeholder, small meetings and a lot of consultation of the existing groups. The other was this taskforce, 28 member group that met on a monthly basis that was inflammatory and volatile and not particularly constructive. And so, my preference would be to use the process used in developing the program that we then based our whole paratransit service on. That is about what the plan calls for is that you take the evaluation or the draft report and send it around to different groups and then you take their comments and you give it all to the Board of Directors and let them figure it out.*

Lloyd Longnecker
District Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

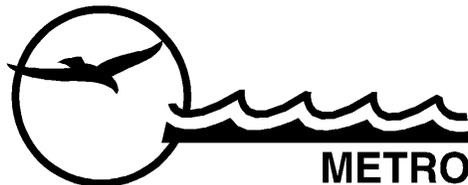
REQUEST FOR PROPOSALS (RFP)

**FOR ADA/504 REVIEW OF METRO PROGRAMS,
ACTIVITIES AND SERVICES TO DETERMINE WHETHER
THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS**

DISTRICT RFP NO. 04-23

REVISED ATTACHMENT B

**LIST OF PROGRAMS, ACTIVITIES AND SERVICES
TO BE EVALUATED**



Santa Cruz Metropolitan Transit District

In accordance with direction received from the Board of Directors the Santa Cruz Metropolitan Transit District is reviewing its programs, activities and services to determine whether they are accessible to disabled individuals. The evaluation period is 3 years and ends on January 24, 2006. The following is a list of METRO's programs, activities and services that will be evaluated in this process:

I. Programs, Activities, and Services:

A. Administration Department:

1. Public Hearing Notifications
2. Press Releases
3. Public Notices
4. Board Meetings

B. Facilities Maintenance Department:

1. Access to and throughout Facilities:
 - a. Administration Building *(Building Leased by District)*
370 Encinal Street, Suite 100
Santa Cruz, CA
 - b. Fleet Maintenance Building *(Building Leased by District)*
111 Dubois Street
Santa Cruz, CA
 - c. Fleet Administration and Offices *(Building Leased by District)*
110 Vernon Street, Suite B
Santa Cruz, CA
 - d. Operations Building *(Building Owned by District)*
1200 River Street
Santa Cruz, CA
 - e. Minor Maintenance Facility *(Building Owned by District)*
~~420~~ **138** Golf Club Drive
Santa Cruz, CA 95060
2. ~~Bus Stops (approximately 1055 bus stops located throughout the County of Santa Cruz~~ **(Deleted)**

3. Access to and throughout the transit centers

- a. Santa Cruz Metro Center
920 Pacific Avenue
Santa Cruz, CA 95060
- b. Watsonville Transit Center
475 Rodriguez Street
Watsonville, CA 95076
- c. Scotts Valley Transit Center
425 Kings Village Road
Scotts Valley, CA 95066

4. Passenger Amenities

- a. Restrooms;
- b. Restaurants/kiosks

C. Finance Department:

- 1. Payroll System
- 2. Accounts Payable
- 3. Accounts Receivable
- 4. Auditing Function

D. Fleet Maintenance Department:

- 1. Access in/on/out of vehicles:
 - a. Buses
 - b. ~~Vans~~—(*Deleted*)
 - c. ~~Trucks~~—(*Deleted*)
 - d. ~~Cars~~—(*Deleted*)

E. Human Resources Department:

- 1. ~~Worker's Compensation System~~—(*Deleted*)
- 2. Hiring Process
 - a. Applications

- e. Testing
- f. Interviews
- g. New Hire Orientation

- 3. Benefits
 - h. Medical Insurance
 - i. Dental Insurance
 - j. Other

- 4. Reasonable Accommodation Process

- 5. Employee Training

F. Information Technology Department:

- 1. Website

- ~~2. Computer accounts~~—(*Deleted*)

- 3. Computer applications for employees

G. Legal Department:

- ~~1. Tort Claims Process~~—(*Deleted*)

- ~~2. Leasing Program~~—(*Deleted*)

- ~~3. Employee Training~~—(*Deleted*)

H. Operations Department:

- 1. Marketing
 - a. Headways
 - ~~b. Customer Service Complaint Process~~—(*Deleted*)

- 2. Operations
 - a. Rider Alerts
 - b. Posters on Buses
 - ~~c. ParaCruz Users Guide~~—(*Deleted*)
 - ~~d. ParaCruz Certification/Recertification Process and Documentation~~
(*Deleted*)
 - ~~e. Employee Training~~—(*Deleted*)

I. ~~General to All Departments~~ *(Deleted)*

1. ~~Internal Communications~~ *(Deleted)*

- a. ~~Memos~~ *(Deleted)*
- b. ~~Email~~ *(Deleted)*
- c. ~~Written Communication~~ *(Deleted)*
- d. ~~Notices/Postings~~ *(Deleted)*
- e. ~~Staff meetings~~ *(Deleted)*

2. ~~External Communications~~ *(Deleted)*

- a. ~~Website (IT)~~ *(Deleted)*
- b. ~~Public Hearing Notifications (Admin)~~ *(Deleted)*
- c. ~~Headways (Operations)~~ *(Deleted)*
- d. ~~Bus posters/Transit Center Posters (Facilities)~~ *(Deleted)*
- e. ~~Rider Alerts (Facilities)~~ *(Deleted)*
- f. ~~Press Releases (Admin)~~ *(Deleted)*
- g. ~~Public Notices (Admin)~~ *(Deleted)*
- h. ~~Board Meetings (Admin)~~ *(Deleted)*
- i. ~~Public Hearings (Admin)~~ *(Deleted)*

PAT PIRAS CONSULTING

**PROPOSAL to the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RFP No. 04-23
Proposal for Evaluation of METRO's ADA/504 Programs & Activities
Proposal Due Date (as amended): MAY 27, 2005, 5:00pm**



COPY

892 Grant Avenue San Lorenzo, CA 94580
Phone: (510) 278-1631 Fax: (510) 278-4429 Email: piras@ix.netcom.com

PAT PIRAS CONSULTING

892 Grant Avenue

San Lorenzo, CA 94580

Phone: (510) 278-1631

Fax: (510) 278-4429

Email: piras@ix.netcom.com

May 26, 2005

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

**Re: RFP No. 04-23
Proposal for Evaluation of METRO's ADA/504 Programs and Activities
Proposal Due Date (as amended): MAY 27, 2005, 5:00pm**

Dear Mr. Longnecker:

This letter transmits a proposal by **Pat Piras Consulting** to conduct an evaluation of Santa Cruz METRO's compliance with the accessibility requirements, for persons with disabilities, of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 (504). We understand, from the materials provided by METRO, that the evaluation is to be focused on specified programs, facilities, services, and activities, other than the basic transit and paratransit services and the bus stops.

Pat Piras Consulting is proposing a unique approach which incorporates recruitment services available through the University of California, Santa Cruz, and Cabrillo College to utilize local students, particularly those with disabilities, as subcontractors to conduct the evaluation. Letters of support/assistance in the recruiting of student workers are included as attachments to the proposal.

Pat Piras Consulting possesses unique qualifications in the field of disability access, particularly with regard to transportation programs and services. Although we did not have the pleasure of an in-depth conversation with SCMTD staff regarding the RFP, as recounted in Addendum #2, we believe that we are fully capable and qualified to conduct the required services and analysis

We propose a firm price totaling \$47,665 for the conduct of this evaluation and all associated costs.

We anticipate no problem in meeting all provisions of the contract documents enclosed with the RFP package, and agree with the provisions of the "Professional Services Agreement" included therein.

I know of no financial, business, or other relationship with the District or any of its officers or officials that may have an impact on the outcome of the work. I know of no current clients who may have a financial interest in the outcome of the work. Mr. White and Mr. Dorfman know me through various activities of the American Public Transportation Association.

This letter acknowledges receipt of Addendum No.1, dated April 20, 2005, and Addendum No. 2, dated May 9, 2005. The required "General Information Form" and Contractor DBE Information" are included as attachments.

This proposal constitutes a firm offer and shall not be withdrawn or modified for a period of ninety calendar days after the closing date for submittals.

If you have any questions regarding this proposal or desire any further information, please do not hesitate to contact me at the information above.

Sincerely,



Patrisha Piras, Principal/Director

cc: Angela Holleman
Karen Keen, Disability Resource Center, UC Santa Cruz
Lyn Hood, Job Placement Center, Cabrillo College

PAT PIRAS CONSULTING

PROPOSAL to the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT RFP No. 04-23

Proposal for Evaluation of METRO's ADA/504 Programs & Activities
Proposal Due Date (as amended): MAY 27, 2005, 5:00pm

CONTENTS

Understanding of the Project	1
Work Scope	3
Schedule/Timeline	6
Personnel Assignments	7
Cost Proposal	9

ATTACHMENTS

Resumes:	Patrishia (Pat) Piras Angela (Angie) Holleman
Letters of Support/Assistance with Student Recruitment:	UC Santa Cruz Cabrillo College
Required Forms:	General Information Form Contractor DBE Info.
References for Pat Piras Consulting	

892 Grant Avenue **San Lorenzo, CA 94580**
Phone: (510) 278-1631 Fax: (510) 278-4429 Email: piras@ix.netcom.com

**PROPOSAL to the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RFP No. 04-23**

**Proposal for Evaluation of METRO's ADA/504 Programs & Activities
Proposal Due Date (as amended): MAY 27, 2005, 5:00pm**

1. Understanding of the Project

The Santa Cruz Metropolitan Transit District (hereinafter SCMTD or METRO) has issued a Request for Proposals (RFP) for consultant assistance to conduct an evaluation of their compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 (504).

As a public transit agency, METRO is required to comply both with the general requirements of Title I (employment) and Title II (public services) of the ADA, as well as the specific transit and paratransit requirements issued by the U.S. Department of Transportation (DOT). METRO is also subject to ADA regulations issued by both the Equal Employment Opportunity Commission (EEOC) and the Department of Justice (DoJ), as well as to continuing rules under Section 504 as a recipients of federal funds for general non-discrimination concerning persons with disabilities.

The situation is further complicated by the issuance last year of revised ADA Design Guidelines by the Architectural and Transportation Barriers Compliance Board ("the Access Board"), and the current review by DoJ of those guidelines.

<http://www.usdoj.gov/crt/ada/proposal.htm>

Comments on an Advance Notice of Proposed Rulemaking (ANPRM) are due to DoJ by May 31st of this year; after those comment are analyzed, a formal NPRM and subsequent rulemaking is expected later this year. Similar issuance by DOT is expected during 2006 for its subject entities, to be followed by a review of vehicle specifications (not yet available in any form) probably during 2007.

One of the significant concerns regarding DoJ's rulemaking is whether, or to what extent, the new guidelines will be made retroactive. This obviously may involve considerable expense and or re-configuration for the facilities that will be under review for this specific SCMTD project. While it is important for the project to proceed as planned, we recognize that some of the standards may be in transition, and we will apply both current and proposed specifications in our review, carefully delineating for METRO where there are differences. DoJ is quite clear that the ADA statute requires that they (and DOT) "publish" regulations and accessibility standards that are "consistent with" the Access Board's guidelines. Therefore, any issues about prospective application are likely to center more on timing and degree, rather than substantive changes from the new standards.

Pat Piras Consulting is proposing a unique approach to this project, but it is one that we believe that will provide the greatest long-term benefits for the residents and taxpayers of Santa Cruz County. We will be hiring college students from a variety of disciplines to perform the significant majority of the on-site review work, both of physical facilities and equipment, and of communications materials and media. This work will not only provide the students, under the guidance of two strong managers with practical expertise in disability issues, with valuable career experience, but will give METRO a real-life evaluation of how effectively people with and without disabilities can access SCMTD's activities, programs, and services.

We are well aware that "mere" compliance with accessibility standards does not necessarily mean that the program or service is truly usable. There are important reasons that the phrase "accessible to, and usable by, persons with disabilities" is used in numerous ADA regulatory references. One simple example that transit operators have learned is that the 1:12 slope ramp provision of the current ADAAG is, in many cases, simply not "usable" realistically, especially in situations without curbs. The low-floor bus may comply with all technical specifications; it is technically "accessible"; but it is not "usable" except for possibly-strenuous assistance by the coach operator. METRO certainly doesn't want to be in the position of creating disabled employees while trying to assist passengers!

Another example is the reference in Addendum #2 of the RFP wherein a representative of METRO states that "we took a step beyond what the ADA requires. . . We call out 100 percent of our stops." This practice addresses the desires of many persons with visual disabilities, but can create a conflicting "information overload" (making the system less "usable") for persons with certain cognitive disabilities. Sometimes a balancing approach may be the most appropriate.

Pat Piras has the distinction of being the only consultant appointed by the USDOT to their Federal Advisory Committee which assisted in the development of the Department's ADA regulations. It was a significant process which brought representatives of disability interests together with the public and private transit industries to identify issues, potential solutions, and critical areas of compliance. Because of this, Pat has an understanding of the practical and legal intent of the regulations that few other people possess. We believe that we can bring these insights to this project for the benefit of METRO, its employees, customers, and stakeholders.

We are also recommending a comprehensive stakeholder outreach and involvement process to ensure that we "cover all bases" and to help the project reach a conclusion that will ensure its acceptability within METRO, and with both the disability community and the general public. We are not strangers to controversy (Pat spent nearly 14 years as an elected transit Board Member), and in contrast to many public officials, Pat has been willing to encourage an unpopular position if that is what is necessary to achieve "the right thing to do."

One of our favorite quotes, by one of the disability advocates who actually was involved in the development and passage of the ADA (in contrast to the millions who claim to have played a part) is that "People need to understand the distinction between what the ADA actually says, and what they want it to say." The importance of this perspective is that the ADA is intended as a non-discrimination, civil rights statute; it is not intended as an "entitlement" or "special treatment" provision. Pat Piras Consulting holds a firm belief that compliance with the ADA rules, regulations, and intent – rather than the now-sometimes-popular "spirit of the ADA" concept -- will provide a more accessible, usable community for everyone. We want to help SCMTD to improve on your achievement of that goal.

We are particularly interested in being chosen for this project, in order to be of service to the people of Santa Cruz County, and in order to provide a new model of conducting this sort of consulting project – to directly involve the people most affected by its outcomes. We are noted for being both competent and flexible – we are fully willing to adjust the workscope as it proceeds to address unanticipated circumstances or occurrences – which we know are likely to take place; we just don't know what the details are yet!

Our proposed detailed work scope, schedule, budget, and personnel information follow. We recognize that some elements of the work scope are left flexible for further discussion to address METRO's needs and financial capacity.

2. Work Scope

Since no specific tasks are listed in the RFP, Piras Consulting suggests the following work scope for this project. A timeline for the project is included as Section 3 of this Proposal.

A. Kick-off Meeting/Finalize Workscope

Within the first week or two after Notice of Award, we would meet with METRO's Co-Project Managers and other key personnel to finalize the workscope and schedule, identify additional (or unnecessary) areas from this Proposal to be addressed, and agree on an overall approach to the project. We firmly believe that this needs to be a collaborative effort that applies our expertise and skills to the needs and concerns identified by METRO.

We will also take this time to provide METRO with our initial list of requested documents and materials for review. These will include both internal (employee) and external (public) information. Arrangements may also need to be made for the consulting team to be able to have access to non-public portions of METRO facilities.

B. Data Gathering/Initial Assessments

We will use the summer months to create a baseline database and initial assessment of METRO's materials, processes, facilities, and fleet maintenance. This time can provide an opportunity to identify any heat-related issues, particularly with regard to transit centers and on-board vehicle conditions. This task will also provide an identification of possible problem areas, and their relative severity, which can help to shape the conduct of subsequent tasks.

Based on the Revised Attachment B to the RFP ("List of Programs, Activities, and Services to be Evaluated"), we have taken the liberty of re-configuring the topics into three main categories for review and analysis. These include (as identified in the revised list):

Facilities

1. Access to and throughout Facilities
3. Access to and throughout the transit centers
4. Passenger Amenities

Transit Equipment/Maintenance

- C. Fleet Maintenance Department (Vehicle access)

Materials/Documents/Communications/Procedures/Processes

- A. Administration Department
- D. Finance Department
- E. Human Resources Department
- F. Information Technology Department
- H. Operations Department

Note: Although it has been indicated that the ParaCruz facility need not be include in this review, we propose to include it, subject to METRO approval, due to its importance to customers and workers with disabilities.

Under this structure, Facilities and Fleet will be the focus of Task D (On-Site Evaluations) while Materials and Processes will be the focus of Task E.

C. Stakeholder Involvement

Although Addendum #2 indicates that "public" outreach is expected to be limited for this project, we recognize that SCMTD has many stakeholders in ensuring its success as a public agency, as an employer, and as a mobility provider. We have provided for several opportunities throughout the project to provide a "reality check" on our progress, findings, and issues. Some of these will include METRO employees; some may include elected officials, community groups, and/or other customers. Interface with other advisory groups to METRO or other key local agencies may be useful (e.g., the Bus Stop Advisory Committee). We are

intentionally leaving this element open at this time, for further consultation with METRO representatives, and to be determined as the project proceeds. At a minimum, we will be available during and at the conclusion of the project for presentation(s) to the District Board of Directors, as desired.

We also recognize that our current presentation capabilities may not be as “fancy” as some, but we believe that the resources available from Ms. Holleman and student members of the team will provide more than adequate materials for use.

All materials for outreach will be provided in a format that makes them usable by persons with varying disabilities. All meetings will be conducted in wheelchair-accessible locations, preferably close to METRO service, and arrangements for reasonable accommodation will be provided upon request. We have include a factor in the budget to allow for such necessities.

D. On-Site Evaluations

This task will concentrate on the physical dimensions of accessibility and usability of METRO's services and facilities. Assuming that we are successful in recruiting student with disabilities (e.g., visual impairments, wheelchair users, etc.), we will use their skills and experience to assess the functional usability of the transit centers, offices, and buses. If those are not available, we would likely recruit temporary workers from DRC or Cabrillo's DSPS, or solicit volunteers from METRO's Advisory Committees to assist. We know, for example, that ramps can often be slippery or have additional hazards during rainy weather – what, if anything, should be done to alleviate such conditions? Are there other “weather-proofing” improvements that should be considered for transit centers or facility entryways? Vehicle maintenance records would be reviewed to spot-check for possible differences between scheduled and “actual” service. We would identify issues, likely options, and potential costs for improvements. A priority rating would be assigned to each item to indicate our judgment of its importance as an accessibility or liability potential.

While the project scope does not require analysis of bus stops themselves, we also recognize the increasing litigiousness associated with public sidewalks and “accessible rights of way” issues. We recognize that in most cases, any such problems are the responsibility of the local municipal jurisdictions (city or County), but for those facilities which we review, we would also provide METRO, if desired, with an overview of adjacent accessibility issues that we may identify, which may provide a benefit to the local communities.

E. Document/Materials Review

This task will address any issues relating to METRO's information and communications processes and materials, both internal and external. We will ask METRO officials to provide us with procedures manuals, employee handbooks, and other employee communications. We would also hope to gain input from representatives of the United Transportation Union and other employee groups. We

will also review external media, such as Headways, Rider Alerts, and materials posted on vehicles for their accessibility features.

The skills of Ms. Holleman and the student workers can provide SCMTD with a fresh insight into how materials are perceived by others. We know, for example, that much of the website is out of date, and can perhaps be made more user-friendly. How can such an update also serve to ensure full compliance with Section 508 of the ADA and related accessibility guidelines? We will offer several perspectives to METRO on how to identify and achieve such improvements.

F. Draft Report

A Draft Report will be prepared for review by METRO. Because of the inevitable scheduling problems that occur during end-of-year holidays, we have tried to allow a reasonable length of time for review and comment. We will be available during that period to respond to any questions and concerns.

The Draft Report will identify the findings of the evaluation process, describe issues and potential solutions/resolutions, and provide estimated costs for identified modifications or changes. We will, to the extent possible, and depending on the status of the Department of Justice's rulemaking on revised ADA Design Standards, address areas raised by both the current ADAAG and the proposed revisions.

To the extent requested, we will make information from the Draft and Final Reports available in alternative formats. Recommendations for updating and improving the METRO website, including a possible application for "BOBBY" (or similar) certification, will be included in the Report materials.

G. Final Report

Based on comments received from the Draft Report, a Final Report will be prepared for consideration by SCMTD and its Board of Directors. Consultants will be available, upon request, to present the evaluation and respond to questions.

3. Schedule/Timeline

The RFP indicates that the evaluation (i.e., the Final Report) must be submitted to METRO not later than January 24, 2006. Pat Piras Consulting has prepared a timeline which complies with that requirement, and allows a thorough review period for the Draft Report for SCMTD staff and other interested parties.

The schedule below assumes that the decision on consultant selection will be made by the first June meeting of the METRO Board of Directors. If that trigger date occurs later, the schedule can be modified accordingly. We have allowed an extensive period of time for intensive "initial" data-gathering and assessments during the summer, when the students' availability will be most flexible. This timing is also expected to provide a

with the travel, mobility, and communications needs of members of the local disability community. She also provides excellent Web skills and will assist with those aspects of the project.

Full resumes for Patrisha (Pat) Piras and Angela (Angie) Holleman are included with the Attachments.

Assistance for the project will be provided by local college students from a variety of disciplines such as rehabilitation, engineering, architecture, graphic arts, public administration, and computer applications. Our intent, as much as feasible (and non-discriminatory !) will be to solicit and encourage students with disabilities to become part of the project team. Because of the uncertainties of when and to whom this project would be awarded, the specific individuals have not yet been identified. However, both the Disability Resource Center at UC Santa Cruz and the Job Placement Center at Cabrillo College are interested in the project and have committed to assist with the recruitment of appropriate workers (see support letters in the Attachments).

An estimated distribution of personnel hours-by-task is shown below:

Task	Piras	Holleman	Students	Total
A. Kick-off Mtg/ Finalize Workscope	5	5	10	20
B. Data Gather/ Initial Assessments	20	60	100	180
C. Stakeholder Involvement	40	25	50	115
D. On-Site Evaluations	35	45	130	210
E. Document/ Materials Review	35	45	130	210
F. Draft Report	25	30	60	115
G. Final Report	15	10	20	45
Total	175	220	500	895

Note: References for Pat Piras Consulting are included with the Attachments.

5. Cost Proposal

Pat Piras Consulting proposes a firm fixed price of \$47,665 for all work to be done under this project. A total of 895 hours of professional work is anticipated to be provided.

Labor	Hours	Rate	SubTotal (Cumulative)
Pat Piras	175	\$135	\$23,625
Angie Holleman	220	\$50	\$11,000
Students	500	\$15 (avg)	\$7,500
SubTotal			\$42,125
Expenses	Miles/Days	Rate	SubTotal
Travel	1,200	\$0.35	\$420
Per diem/overnight	6	\$120	\$720
SubTotal			\$1,140
Miscellaneous			
Printing			\$100
Postage/Courier			\$100
Phone			\$200
Accommodation services/equip			\$2,500
Fee/Contingency			\$1,500
SubTotal			\$4,400
		TOTAL	\$47,665

ATTACHMENTS

RESUMES

Patrisha (Pat) Piras

Angela (Angie) Holleman

PAT PIRAS CONSULTING

892 Grant Avenue San Lorenzo, CA 94580
Phone: (510) 278-1631 Fax: (510) 278-4429 Email: piras@ix.netcom.com

Resume of Patrisha Piras

Experience:

Pat Piras Consulting, San Lorenzo, California

January 2001 to Present, Position: *Principal/Director*

Responsible for day-to-day consulting work, business development and client relations for a transit/paratransit management consulting firm in Northern California. Clients include public agencies, private sector firms, and community organizations. Recent assignments include:

- Update of ADA Paratransit Plan and in-person eligibility recertification program for Hampton Roads Transit, VA
- ADA Technical Assistance & Special Reviews (Hampton Roads Transit, Access Services, Link Transit, King County Transit, MV Transit)
- "ADA Regulations" trainings for California RTAP program
- Explanation of ADA transportation issues to staff of Internal Revenue Service
- Assist grassroots groups with Environmental Justice advocacy

Laidlaw Transit Services, Overland Park, Kansas

1997 to 2000, Position: *Director of Paratransit*

Responsible for compliance oversight for paratransit services of national management firm.

Examples of duties included:

- Development of disability training and evaluation programs for management and operations personnel
- Training for new project start-ups
- Evaluation of project improvements and performance recoveries/turn-arounds
- Assisted Safety staff with development and delivery of training materials

International Institute for Surface Transportation Policy Studies (now The Mineta Transportation Institute) at San Jose State University, San Jose, California

1993 to 1997, Position: *Director of Research Programs*

- Oversaw policy research program and all research projects, including overall editorial review
- Managed work of faculty and student researchers
- Primary liaison to federal & state funding agencies and private project sponsors
- Management of information resources, including website and Institute library
- Supervised staff and student assistants

Specific projects in developing the Institute's initial research program included:

- The Information SuperHighway and California Societal Changes
- Analysis of Federal Budget "Outlay" Rates on Transportation Funding
- Public/Private Partnerships for Transit-Oriented Development
- Development of an International Conference on Surface Transportation Policy Issues
- NAFTA's Transportation Impacts on California
- Security Issues for Transportation Agencies and Facilities

Pat Piras Consulting Services, San Lorenzo, California

1986 to 1993. Position: *Principal/Sole Proprietor*

- Conducted public transit planning and service evaluation studies
- Advised public agencies and private sector clients
- Responsible for all proposal development, financial & recordkeeping activities

Examples of specific projects included:

- Financial Analysis for SF Bay Area Regional Paratransit Plan
- Volunteer Transportation Study (Portland, OR)
- Social Service Transportation Inventory & Action Plan (Mendocino County)
- Triennial Performance Audits for rural and small operators
- Transit Development Plans (North San Luis Obispo County, Nevada County, San Bernardino Access)
- Development and Evaluation of RFPs for Public Transit & Paratransit Services
- Feasibility Study of Transportation for Two Private Hospitals
- Service Reliability Study (Central Contra Costa Transit)
- Evaluation and Comparison of Private Sector Transit Service Contracting (SCCTA)

Metropolitan Transportation Commission, Oakland, California

1979 to 1986. Position: *Senior Planner/Analyst*

- Administered State and Federal funding programs
- Oversaw annual budget analysis of transit operators
- Developed policy/action recommendations to Agency Committees
- Represented Agency to public, policy bodies, Federal & State agencies
- Staff Liaison to Advisory Committees
- Directed activities and training of professional/clerical staff
- SCR 74 (Peninsula Mass Transit) Study, Team Leader

Dave Systems, Inc. (subsequently DAVE Transportation), various locations in New Jersey and California

1973 to 1979, *Multiple positions*

- Operations Manager for Dial-A-Ride and "E&H" Paratransit systems (Turlock and San Mateo County, CA)
- Development, Implementation, and Evaluation of New Systems throughout California
- Training Specialist: developed company-wide Operations & Empathy programs, wrote first Procedures Manual for Demand-Responsive Transit Services
- Dispatcher/Scheduler for original federal (UMTA Service & Methods Demonstration program) general public Dial-A-Ride in Haddonfield, NJ

Education:

- Juris Doctor, Hastings College of the Law, University of California
- Bachelor of Science, Mathematics, Pennsylvania State University
- Graduate courses completed in Instructional Media, Statistics, Marketing Research

Publications/Presentations:

- "The Politics of Mobility: Tools for Equitable Mobility", TRB Conference on Rural & Intercity Public Transportation (2004) and TRB Annual Meeting (2005)
- Organizer and moderator for sessions on Environmental Justice at several APTA Conferences (2004 Annual Meeting, 2002-2004 Bus & Paratransit, 2003 Rail)
- "TDA History: The Role of Lawsuits", CalACT 2004
- Organizer/Team Leader, "The Great Dispatching Challenge (manual vs. computer)", CalACT, 2004
- "Making the Hard Choices in ADA Service Decisions: What Board Members Need to Know", APTA Transit Board Members Conference (2001 and 2002), APTA Bus & Paratransit Conference (2002)
- ADA Issues session for "Paratransit Scheduling & Dispatching", University of Wisconsin/Milwaukee Extension Program, 1990 to 1997
- "Issues Relating to Transportation of HIV-positive Passengers", COMOTRED (International Conference on Transportation for Elderly & Disabled), Lyons, France, 1992
- "Working Together: Citizen Participation Makes a Difference", COMOTRED, Cambridge, England, 1981.

Professional Affiliations:

- Publicly-elected member of the Board of Directors, Alameda-Contra Costa Transit District, Oakland, CA (1990 -- 2004)
- Only consultant appointed by USDOT to Federal Advisory Committee on Americans with Disabilities Act (1991)
- American Public Transportation Association (APTA)
 - Chair, At-Large Members of the Legislative Steering Committee
 - Co-Chair, Paratransit Subcommittee of Access Committee
 - Vice-Chair, Environmental Justice Subcommittee of Policy & Planning Committee
 - Member, Task Force on Coordination
 - Member, Research & Technology Committee
 - Former member, Transit Boards Committee.
- Transportation Research Board (TRB), National Academy of Sciences
 - Current member of Committee on Paratransit, Task Force on Environmental Justice, Committee on Rural and Intercity Bus Transportation, and Committee on Social & Economic Factors in Transportation
 - Panelist, Transit Cooperative Research Program
 - Appointed member, Committee on Congressional Study of Contracting Out Transit Services
 - Former member of Committee on Public Involvement in Transportation, Committee on Accessible Transportation and Mobility, and Committee on Local Transportation Finance.
 - Steering Committee, National Conferences on Accessible Transportation
 - Steering Committee, National Conferences on Rural & Intercity Transportation
- California Association for Coordinated Transportation (CalACT), Founding Member
- California Attorney General's Commission on Disabilities (Volunteer)
- Conference of Minority Transportation Officials (COMTO) -- Northern Calif. Chapter
- Women's Transportation Seminar (WTS), Bay Area Chapter Founding Member
- State Bar of California - Member #87590 (inactive)

Angela D. Holleman
355 Lagunita Drive, Soquel, CA 95073
Phone: 831-334-3847
E-mail: adhollem@ucsc.edu

Objective

To work with people in a variety of different circumstances as I continue to gain knowledge in my chosen field. I enjoy challenges: problem solving and value helping others work toward a common goal.

Personal Statement

Over 21 years experience working with the public. I enjoy people and feel comfortable in busy and diverse, service-related environments. I have also been commended for my strong organizational abilities, attention to detail and excellent interpersonal communication skills; including the ability to attend, empathize and advise with professionalism and objectivity.

I have a willingness and desire to learn new things. I work well with my co-workers and have developed leadership, supervisory and training skills that can be used to help direct a team in a positive direction toward growth and change.

I am skilled and confident working with Macintosh and PC computers and working in professional environments where various types of office technology are used.

Technical Skills

Office Administration Programs: Win 98/00/NT, FileMaker Pro, Microsoft Word, Excel, Powerpoint, Outlook, and various accounting software programs and databases.

Computer Graphics Programs: PageMaker and Photoshop, Freehand, MS Publisher, MS Frontpage, DreamWeaver, Adobe InDesign.

Other Skills: Typing 55-60 wpm, 10-key, multi-phone systems, tape back-up systems, web page design.

Work History

Academic Services Coordinator, Disability Resource Center, University of CA, Santa Cruz – 9/04 to Current
Responsible for the coordination of federally-mandated academic support services, required under Section 504 of the Rehabilitation Act and the ADA, for students with disabilities. Recruits, selects and orients student assistants to the disabled and volunteers who provide academic support services. Collaborate with other professional staff that provide service coordination, and participates in campus outreach and education on issues related to students with disabilities, monitors payroll process for accuracy and timeliness. Cross-trains with other front office staff and the office manager, coordinates and designs monthly newsletter.

Domestic Violence/Sexual Assault Advocate, Healthy Families – 4/03-8/03

Provided intervention, advocacy, case management services, systems advocacy, prevention and education for the domestic violence and sexual assault program. Responded to emergency situations and made appropriate independent decisions when necessary. Also served as the computer support technician for the agency.

Peer Tutor/Writing Lab, Peninsula College – 9/02 to 12/02 and 1/03 to 3/03

Evaluated and proofread all student coursework related to writing, recommended grammatical and/or punctuation changes, discussed changes for clarification and content. Counseled students on good planning and time management skills, listened to students concerns and helped to identify areas needing improvement. Devised techniques to promote self-esteem and motivation.

Work First Assistant/Receptionist, Rainier Case Management – 8/00 to 2/01

Designed and maintained spreadsheets and reports, answered all in-coming calls, greeted clients, handled file set-up and maintenance, managed petty cash, inventory and supplies. Acted as computer support person for the office, assisted Work First counselors with clients' needs: resume design, job and housing search. Scheduled appointments, performed skills and interest testing, motivated and encouraged others, directed self-awareness workshops.

Education

West Valley Occupational School, West Valley, CA - Secretarial Training

Peninsula College, Port Angeles, WA – Associate in Arts in General Studies – 6/02

Western Washington University (Online Program) - Bachelor of Arts in Human Services - 2003 to present.

**LETTERS of SUPPORT/ASSISTANCE
with STUDENT RECRUITMENT**

UC Santa Cruz

Cabrillo College



DISABILITY RESOURCE CENTER

SANTA CRUZ, CALIFORNIA 95064

May 26, 2005

Ms. Patrisha Piras, Principal/Director
Pat Piras Consulting
892 Grant Avenue
San Lorenzo, CA 94580

Re: SCMTD RFP #04-023
ADA/504 Review of METRO Programs, Activities, and Services

Dear Ms. Piras:

As we have discussed, the Disability Resource Center at the University of California, Santa Cruz, is responsible to provide a broad variety of services. In addition to academic accommodations, we are always pleased to let our students with disabilities know about any job opportunities.

We would be glad to work with you on the proposed ADA/504 Evaluation project for the Santa Cruz Metropolitan Transit District (SCMTD/METRO) by soliciting student evaluators for the project. No one knows better than persons with disabilities themselves how to assess the actual usability of an agency's facilities, programs, and activities.

If you have any questions or need any further information regarding DRC's support of this project, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Keen", with a long horizontal line extending to the right.

Karen Keen
Program Services Coordinator
Disability Resource Center
UC Santa Cruz

Cabrillo College

6500 SOQUEL DRIVE
APTOS, CALIFORNIA
95003

May 24, 2005

Ms. Patrisha Piras, Principal/Director
Pat Piras Consulting
892 Grant Avenue
San Lorenzo, CA 94580

Re: SCMTD RFP #04-023
ADA/504 Review of METRO Programs, Activities, and Services

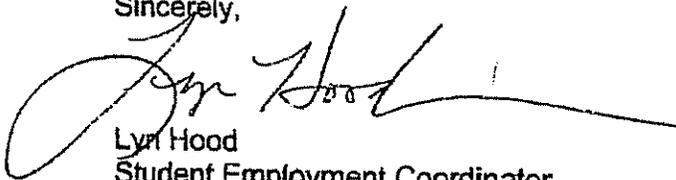
Dear Ms. Piras:

As we have discussed, the Student Employment Center at Cabrillo College is pleased to serve as a resource for student employment throughout Santa Cruz County.

We would be pleased to work with you on the proposed ADA/504 Evaluation project for the Santa Cruz Metropolitan Transit District (SCMTD/METRO) by soliciting student evaluators for the project, particularly students with disabilities. We understand that persons with disabilities are the uniquely qualified to assess the actual usability of an agency's facilities, programs, and activities, and we would work with you to ensure the success of the project. We look forward to being able to contribute to this important local evaluation.

If you have any questions or need any further information regarding our support of this project, please do not hesitate to contact me.

Sincerely,



Lyn Hood
Student Employment Coordinator
Cabrillo College

REQUIRED FORMS

General Information Form

Contractor DBE Information

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

Individual (student) subcontractors will be identified promptly after the award of contract.

Angela Holleman	831.334.3847	Local coordinator (DBE-eligible)
-----------------	--------------	-------------------------------------

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS 892 GRANT AVE
SAN LORENZO, CA 94580
 PROPOSAL AMOUNT \$ 47,665.00
 PROPOSAL OPENING DATE 27 MAY 05
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

PAT PIRAS CONSULTING IS ELIGIBLE AS A
 DBE, but IS NOT YET CERTIFIED.

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

Pat Piras
 SIGNATURE OF CONTRACTOR
 AREA CODE/TELEPHONE 510.278.1631

26 MAY 05
 DATE

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

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

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

CONTRACTOR DBE INFORMATION

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 ***

PAT PIRAS CONSULTING IS ELIGIBLE AS A
DBE, but is NOT YET CERTIFIED.

TOTAL CLAIMED DBE
PARTICIPATION

\$ _____

REFERENCES

for Pat Piras Consulting

Project References for Pat Piras Consulting

Hampton Roads Transit (Norfolk area, Virginia) – ADA Paratransit Update

In 2000, two local transit systems (Pentran and Tidewater Regional Transit) were merged to form HRT. Each had previously developed their own ADA complementary paratransit system, and one (TRT) had been sued for noncompliance. After settlement, Pat Piras was asked to provide special services to “unify” the two paratransit programs and to develop a new, fully-compliant ADA program and procedures for the system. This included implementation of a new in-person “functional eligibility” procedure for all ADA certifications and re-certifications. Extensive public outreach has helped to develop a system whose changes are accepted by the eligible public. A subsequent project has been to assist HRT with procurement for a contractor for all aspects of on-the-street service provision.

Contact: Michael Townes, President/Executive Director
Address: 3400 Victoria Blvd., Hampton, VA
Phone: 757-222-6000 xt. 6160
Fax: 757-222-6195
Email: mtownes@hrtransit.org
Timeframe: Jan 2001 - ongoing

Access Services, Inc. (Los Angeles) – Technical Assistance

This is a series of task-order projects to provide technical assistance to the ADA paratransit provider and Consolidated Transportation Service Agency for Los Angeles County. Examples of services includes: “undercover” investigation of contractor and local agency compliance with ADA service requirements, community meeting facilitation, specialized research projects, recruitment assistance for senior staff position, development of RFP for demand estimation & forecasting, assistance with development of “strict eligibility” program, and expert witness services for litigation.

Contact: Shelly Lyons Verrinder, Director of Operations
Address: P.O. Box 71684, Los Angeles, CA 90071
Phone: 213-270-6000
Fax: 213-270-6057
Email: lyons@asila.org
Timeframe: Dec 2000 -- ongoing

King County Metro (Seattle) – Research Assignment

This was a short-term project to research manual and automated methods employed by various transit systems to provide the ADA-required “calling out stops” for fixed-route bus operations. A comparative review of methods and experiences was developed for use by King County.

Contact: Park Woodworth, Manager of Paratransit & RideSharing
Address: 821 Second Street, MS 134, Seattle, WA 98104
Phone: 206-263-4494
Fax: 206-263-3101
Email: park.woodworth@metrokc.gov
Timeframe: July-August 2001

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 24, 2005

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF A REQUEST FOR A CHANGE ORDER IN THE AMOUNT OF \$265,106.00 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATED TO CHANGES IN THE DESIGN OF THE METROBASE PROJECT.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a change order in the amount of \$193,210.00 to provide additional funds to the Architectural/Engineering contract to accommodate costs related to changes in the design of the MetroBase Project, and to deny the request for \$39,696.00.

II. SUMMARY OF ISSUES

- On August 8th, 2003, Santa Cruz METRO entered into a contract with RNL Design for Architectural/Engineering Services for the MetroBase Project in the amount of \$2,530,761.
- On September 24th, 2004, the Board of Directors approved a change order of \$398,688 to incorporate design changes related to a replacement versus a remodeled Maintenance Building.
- As a part of the design process, the RNL Design Team was requested to prepare a study and make a presentation regarding the feasibility of using Papercrete as a construction material.
- As a part of the design process, the RNL Design Team was requested to analyze the feasibility of requesting bids for the construction for the MetroBase Project in one package or two packages due to potential funding constraints.
- The final construction specification approved by the Board of Directors on May 27, 2005 identified a construction schedule duration of 30 months versus the 20 months that was originally anticipated for the project.
- As a part of the design process, the Board of Directors requested that the RNL Design Team analyze and respond to various requests for improvements that were submitted by the City of Santa Cruz Public Works Department.
- The RNL Design Team has submitted a request for a change order to increase the Architectural/Engineering contract by \$7,210 for the Papercrete study, by \$79,200 for the One Bid vs. Two Bid Analysis, by \$106,800 for the extended construction

duration, and by \$39,696 for the analysis of City of Santa Cruz Public Works Department requests.

- Staff has analyzed the RNL Design, Inc. contract and recommends that the Board of Directors approve the costs associated with the Papercrete Study, the One Bid/Two Bid Analysis, and the contract duration.
- Staff recommends that the Board of Directors deny the request for funds associated with the analysis and response to the request of the City of Santa Cruz Public Works Department.

III. DISCUSSION

On August 8th, 2003, Santa Cruz METRO entered into a contract with RNL Design for Architectural/Engineering Services for the MetroBase Project in the amount of \$2,530,761. During the design process, some aspects of the Maintenance Building were not meeting requirements. The main aspect was the remodeling of the Maintenance Building. In order to achieve requirements and a more efficient building, a proposal was introduced to build one replacement building and eliminate the renovation component. On September 24th, 2004, the Board of Directors approved a change order of \$398,688 to incorporate design changes related to a replacement versus a remodeled Maintenance Building.

As a part of the design process, the RNL Design Team was requested to analyze the feasibility of requesting bids for the construction for the MetroBase Project in one package or two packages due to potential funding constraints. Under the One Bid approach, the entire project would be bid at one time including the Service Facility, Operations Building & Site Work, and Maintenance Building & Site Work. The Two Bid approach split the Operations Building & Site Work on River Street into a separate package to be bid at a later time. The RNL Design Team did a cost impact analysis and presented it to the Board of Directors on February 25, 2005. The Board of Director selected the single bid approach at this meeting. Based upon the single bid approach, the final construction specification approved by the Board of Directors on May 27, 2005 identified a construction schedule duration of 30 months versus the 20 months that was originally anticipated at the time RNL Design, Inc submitted their proposal for the project.

METRO staff and Chuck Boxwell from RNL Design recommended that the MetroBase project continue utilizing conventional construction materials. On April 22, 2005, METRO staff and Chuck Boxwell from RNL Design gave a presentation to the Board of Directors regarding the feasibility the use of Papercrete. Information gathered was shown to the Board of Directors assessing the feasibility a Papercrete option for Phase I of the MetroBase Project. The presentation consisted on definition, application, images, and feasibility of Papercrete. The absence of cost information on major public project construction using Papercrete limits the ability to analyze potential cost savings for the MetroBase Project.

As a part of the design process, the Board of Directors requested that the RNL Design Team analyze and respond to various requests for improvements that were submitted by the City of

Santa Cruz Public Works Department. On October 22, 2004, the Board of Directors took action on the RNL/METRO staff recommendations that responded to the requests and comments submitted by the City of Santa Cruz Public Works.

The RNL Design Team has submitted a request for a change order to increase the Architectural/Engineering contract by \$7,210 for the Papercrete study, by \$79,200 for the One Bid vs. Two Bid Analysis, by \$106,800 for the extended construction duration, and by \$39,696 for the analysis of City of Santa Cruz Public Works Department requests.

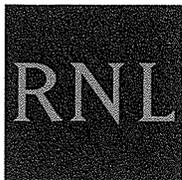
Staff has analyzed the RNL Design, Inc. contract and recommends that the Board of Directors approve the cost associated with the Papercrete Study, the One Bid/Two Bid Analysis, and the contract duration. Staff recommends that the Board of Directors deny the request for funds associated with the analysis and response to the request of the City of Santa Cruz Public Works Department. Staff believes that the initial proposal that was submitted by RNL Design Inc. contained sufficient funding to analyze the type of requests that were submitted by the City of Santa Cruz Public Works Department.

IV. FINANCIAL CONSIDERATIONS

Approval of the staff recommendation would increase the contract with RNL Design Inc. by one hundred ninety three thousand two hundred ten dollars (\$193,210).

V. ATTACHMENTS

Attachment A: Letters received from RNL Design, Inc. dated May 31,2005/June 20, 2005



Strategic Solutions
by Design

May 31, 2005

Mr. Frank Cheng
MetroBase Project Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: MetroBase Phase I – Additional Services Proposal
PaperCrete Study

Los Angeles
800 Wilshire Boulevard
Suite 400
Los Angeles, CA 90017
P: 213 955 9775
F: 213 955 9885

Dear Frank:

Patrick M. McKelvey, AIA
Katherine Diamond, FAIA
Charles E. Boxwell, AIA

SCMTD has requested RNL Design, and members of our consultant team, to provide professional services beyond the scope of our agreement. The services included in this proposal include the following issues:

www.RNLdesign.com

1. PaperCrete Study and Presentation at Request of Board

Denver
1515 Arapahoe Street
Tower 3, Suite 700
Denver, CO 80202
P: 303 295 1717
F: 303 292 0945

RNL Design will provide these additional services to SCMTD for the not-to-exceed fee of seven thousand, two hundred and ten dollars (\$7,210). The attached spread sheet includes a breakdown of the Architectural labor and consultant fees included.

All of the work included in this Proposal has been completed at your direction. Please prepare a contract amendment increasing the scope and feel of our agreement. Provide us with a copy the contract amendment for our records.

Phoenix
4450 North 12th Street
Suite 360
Phoenix, AZ 85014
P: 602 212 1044
F: 602 212 0964

If you have any questions, please do not hesitate to contact me.

Sincerely,

Charles E. Boxwell, AIA
Associate Principal

Orange County
200 Baber Street
Suite 201
Costa Mesa, CA 92626
P: 714 641 0191
F: 714 641 9784

Cc: Les White
Mark Dorfman
Pat McKelvey

BREAKDOWN OF PROFESSIONAL FEES AND EXPENSES

Project No. 6040-1569-01

ADDITIONAL SCOPE TASKS - PaperCrete Study

RNL Design

31-May-05

ARCHITECTURAL LABOR

	Average Labor Rate										Totals
	\$185 Princ	\$150 Prj Mgr	\$125 Prj Arch	\$210 Dsgn Prin	\$115 Proj Dsngr	\$80 CADD	\$100 Intr Des	\$110 Spec	\$125 Const	\$55 Secy	
PAPERCRETE STUDY FOR SCMTD BOARD											
Research PaperCrete	2	24	0	4	0	0	0	0	0	0	\$4,810
Prepare Board Presentation	0	8	0	0	0	0	0	0	0	0	\$1,200
Participate in SCMTD Board Mtg	0	8	0	0	0	0	0	0	0	0	\$1,200
Management/Coordination Tasks & Office Support	0	0	0	0	0	0	0	0	0	0	\$0
Sub-total Hours	2	40	0	4	0	0	0	0	0	0	44
Sub-total Fees	\$370	\$6,000	\$0	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$7,210
Consultants:											\$0
Sub-Total PaperCrete											\$7,210
TOTAL ADDITIONAL SERVICES FEE											\$7,210



June 20, 2005

Mr. Frank Cheng
MetroBase Project Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: MetroBase Phase I – Additional Services Proposal
City Public Works and Two Bid Packages

Dear Frank:

SCMTD has requested RNL Design, and members of our consultant team, to provide professional services beyond the scope of our agreement. The services included in this proposal include the following issues:

1. City of Santa Cruz Public Works Requests
 - Address City's Letter
 - Extending storm drain to 120 Golf Club Road
 - Adding street lighting on Golf Club Road
 - Traffic study for Caltrans review

2. Two Bid Packages vs. Delay Single Bid Package
 - Work of preparing two bid packages at SCMTD direction
 - Prepare Feasibility 1 vs. 2 Bid Package Study for Board
 - Proceed with Single, Delayed Bid Package at Boards direction

RNL Design will provide these additional services to SCMTD for the not-to-exceed fee of one hundred eighteen thousand, eight hundred and ninety-six dollars (\$118,896). The attached spread sheet includes a breakdown of the Architectural labor and consultant fees included.

All of the work included in this Proposal has been completed at your direction. Please prepare a contract amendment increasing the scope and feel of our agreement. Provide us with a copy the contract amendment for our records.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Charles E. Boxwell, AIA
Associate Principal

Cc: Les White
Mark Dorfman
Pat McKelvey

Los Angeles
800 Wilshire Boulevard
Suite 400
Los Angeles, CA 90017
P: 213 955 9775
F: 213 955 9885

Patrick M. McKelvey, AIA
Katherine Diamond, FAIA
Charles E. Boxwell, AIA

www.RNLdesign.com

Denver
1515 Anapahua Street
Tower 3, Suite 700
Denver, CO 80202
P: 303 295 1717
F: 303 292 0885

Phoenix
4450 North 12th Street
Suite 260
Phoenix, AZ 85014
P: 602 212 1644
F: 602 212 0964

Orange County
200 Baker Street
Suite 201
Costa Mesa, CA 92626
P: 714 641 0191
F: 714 641 9784

BREAKDOWN OF PROFESSIONAL FEES AND EXPENSES

Project No. 6040-1569-01

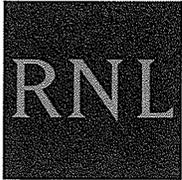
ADDITIONAL SCOPE TASKS - City Public Work's Added Scope & Two Bid Package Work

RNL Design

20-Jun-05

ARCHITECTURAL LABOR

	Average Labor Rate										Totals
	\$185 Princ	\$150 Prj Mgr	\$125 Prj Arch	\$210 Dsgn Prin	\$115 Proj Dsngr	\$80 CADD	\$100 Intr Des	\$110 Spec	\$125 Const	\$55 Secy	
CITY PUBLIC WORKS - Letter & Changes											
Respond to Letter - <i>Included in Base Contract Scope</i>	0	0	0	0	0	0	0	0	0	0	\$0
Coordinate Added Scope to Drawings	0	4	8	0	0	8	0	0	0	0	\$2,240
Prepare Materials and participate in SCMTD Board Mtg	8	8	0	0	0	0	0	0	0	2	\$2,790
Management/Coordination Tasks & Office Support	0	0	0	0	0	0	0	0	0	0	\$0
Sub-total Hours	8	12	8	0	0	8	0	0	0	2	30
Sub-total Fees	\$1,480	\$1,800	\$1,000	\$0	\$0	\$640	\$0	\$0	\$0	\$110	\$5,030
Consultants:											
Civil Engineering											\$18,250
Electircial Engineering											\$6,975
Cost Estimate											\$3,350
Traffic Study											\$6,091
Sub-Total City Public Works Issues											\$39,696
TWO BID PACKAGES - Revisions & Stucy for Board											
Chng Drwgs @ SCMTD direction - work 1/8 to 2/11	4	8	56	0	0	116	0	24	0	0	\$20,860
Prepare Study for Board Presentation	8	24	8	0	0	0	0	0	0	4	\$6,300
Participate in SCMTD Board Mtg	8	8	0	0	0	0	0	0	0	0	\$2,680
Chng Drwgs per Board direction - work 2/28 to 4/1	4	8	72	0	0	128	0	16	0	0	\$22,940
Management/Coordination Tasks & Office Support	0	16	0	0	0	0	0	0	0	4	\$2,620
Sub-total Hours	24	64	136	0	0	244	0	40	0	8	492
Sub-total Fees	\$4,440	\$9,600	\$17,000	\$0	\$0	\$19,520	\$0	\$4,400	\$0	\$440	\$55,400
Consultants:											
Civil/Structural Engineering											\$9,500
MEP Engineering											\$6,500
Cost Estimate											\$4,500
Telecom & Security											\$1,800
Landscape Architeture											\$1,500
Sub-Total Two Bid Packages											\$79,200
TOTAL ADDITIONAL SERVICES FEE											\$118,896



*Strategic Solutions
by Design*

June 20, 2005

Mr. Frank Cheng
MetroBase Project Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Los Angeles
800 Wilshire Boulevard
Suite 400
Los Angeles, CA 90017
P: 213 955 9775
F: 213 955 9885

Patrick M. McKelvey, AIA
Katherine Diamond, FAIA
Charles E. Boxwell, AIA

www.RNLdesign.com

Denver
1515 Arapahoe Street
Tower 3, Suite 700
Denver, CO 80202
P: 303 295 1717
F: 303 292 0845

Phoenix
4450 North 12th Street
Suite 260
Phoenix, AZ 85014
P: 602 212 1044
F: 602 212 0964

Orange County
200 Baker Street
Suite 201
Costa Mesa, CA 92626
P: 714 641 0191
F: 714 641 9784

Re: MetroBase Phase I – Additional Services Proposal
Increase of Construction Administration Scope by 10 Months

Dear Frank:

Based on the construction duration to of 30 months accommodate the requirements of the MetroBase Facility expansion and renovation, RNL Designs scope of services to provide Construction Phase Administration services has increased from our current scope in the agreement with the District. We are providing this proposal to increase the scope of our Construction Phase Services to provide the level service anticipate in the original proposal.

Our agreement with SCMTD includes Construction Phase services for 16 to 20 months. As the project design has progressed it has become evident the phasing and construction requirements of the existing sites and buildings required construction phases that would require a longer total construction period. These extended construction timeframes have been confirmed by Harris and Associates, project Construction Manager.

As we discussed during our meeting on April 22nd, the District has the option of increasing RNL's scope and fees to receive the same level of construction administration services or instruct RNL to reduce the meeting and site observation portions of our work to spread the total level of service over the greater construction phase. Certain of our services remain the same, such as shop drawings, RFI's, submittals, ect., while the regularity of our site visits and participation in meetings with the General Contractor, CM, and District can be decreased to fit within the current budget.

You indicated during our meeting that the District would like RNL to provide the same level of meeting and site observation anticipated by the original proposal. This proposal anticipates maintaining RNL's weekly construction site observation visits and meeting with the GC, CM, and District anticipated in the original agreement.

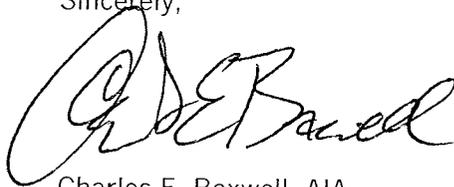
RNL will provide this added labor for the extension of Construction Phase from 20 to 30 months for the not-to-exceed fee of one hundred six thousand eight dollars (\$106,800). The attached spread sheet shows the labor and expense budget for our original proposal and for the revised 30 month budget.

Although this sheet documents that the reimbursable expenses will increase by \$32,200 for this extended CA phase travel, review of our expenses-to-date indicates that our current not-to-exceed reimbursable expense allowance in the agreement should be adequate to complete the project with the extended 10 months of construction phase travel.

Please prepare a contract amendment for the \$106,800 increase to Construction Phase services. Provide us with a copy the contract amendment for our records.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles E. Boxwell, AIA
Associate Principal

Cc: Les White
Mark Dorfman
Pat McKelvey



ARCHITECTURAL LABOR

	Average Labor Rate											Totals
	\$185 Princ	\$150 Prj Mgr	\$125 Prj Arch	\$210 Dsgn Prin	\$115 Proj Dsngr	\$80 CADD	\$100 Intr Des	\$110 Spec	\$125 Const	\$55 Secy		
Construction Administration - 20 Months												
Attend Pre-Construction Conference	0	8	8	0	0	0	0	0	8	0	\$3,200	
RFI's, Shop Drawings, other Submittals	0	0	220	0	0	0	0	0	80	40	\$39,700	
Construction Observation, Reports and Meetings	40	120	80	80	0	0	0	0	1280	160	\$221,000	
Contract Close-out	8	23	16	0	0	80	0	0	49	16	\$20,340	
Record Drawings	0	0	16	0	0	40	0	0	16	0	\$7,200	
Management/Coordination Tasks & Office Support	20	80	0	0	0	0	0	0	0	20	\$16,800	
Sub-total Hours	68	231	340	80	0	120	0	0	1433	236	2440	
Sub-total Fees	\$12,580	\$34,650	\$42,500	\$16,800	\$0	\$9,600	\$0	\$0	\$179,125	\$12,985	\$308,240	
Construction Administration - 30 Months												
Attend Pre-Construction Conference	0	8	8	0	0	0	0	0	8	0	\$3,200	
RFI's, Shop Drawings, other Submittals	0	0	220	0	0	0	0	0	80	40	\$39,700	
Construction Observation, Reports and Meetings	40	180	120	80	0	0	0	0	1920	240	\$319,400	
Contract Close-out	8	23	16	0	0	80	0	0	49	16	\$20,340	
Record Drawings	0	0	16	0	0	40	0	0	16	0	\$7,200	
Management/Coordination Tasks & Office Support	30	120	0	0	0	0	0	0	0	30	\$25,200	
Sub-total Hours	78	331	380	80	0	120	0	0	2073	326	3310	
Sub-total Fees	\$14,430	\$49,650	\$47,500	\$16,800	\$0	\$9,600	\$0	\$0	\$259,125	\$17,935	\$415,040	
Increased Fee for 10 Added Months of Construction											\$106,800	

ARCHITECTURAL REIMBERSABLE EXPENSES

		Quantity	Unit Cost	Cost	Total
Construction Administration - 20 Months					
Travel - Meals and Miscellaneous	Per Day	220	\$50.00	\$11,000	
Travel - Airfare	Round Trip to San Jose	135	\$240.00	\$32,400	
Travel - Lodging	Per Night	80	\$150.00	\$12,000	
Travel - Car Rental	Per Day	90	\$75.00	\$6,750	
Telephone / Fax	@ \$100 per Month	20	\$100.00	\$2,000	
Postage / Courier	Per each	80	\$25.00	\$2,000	
Record Drawings	Estimated total	1	\$1,500.00	\$1,500	
Shop Drawing Printing	Estimated total	1	\$7,500.00	\$7,500	
Miscellaneous / Consultants	Estimated total	1	\$10,000.00	\$10,000	
Sub-total SD					\$85,150
Construction Administration - 30 Months					
Travel - Meals and Miscellaneous	Per Day	310	\$50.00	\$15,500	
Travel - Airfare	Round Trip to San Jose	190	\$240.00	\$45,600	
Travel - Lodging	Per Night	120	\$150.00	\$18,000	
Travel - Car Rental	Per Day	190	\$75.00	\$14,250	
Telephone / Fax	@ \$100 per Month	30	\$100.00	\$3,000	
Postage / Courier	Per each	80	\$25.00	\$2,000	
Record Drawings	Estimated total	1	\$1,500.00	\$1,500	
Shop Drawing Printing	Estimated total	1	\$7,500.00	\$7,500	
Miscellaneous / Consultants	Estimated total	1	\$10,000.00	\$10,000	
Sub-total SD					\$117,350
Increased Reimbursable Expenses for 10 Added Months of Construction					\$32,200