

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 16, 2005 AND MINUTES OF DECEMBER 15, 2004
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF DECEMBER 16, 2004
Minutes: **ARE INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR DECEMBER 2004 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2004
Staff Report: **IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: **IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JANUARY 2005 MEETINGS
Staff Report: Attached
- 5-12. CONSIDERATION OF AN AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE
Staff Report: **IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
- 5-13. **DELETED: ACTION TAKEN AT THE FEBRUARY 11, 2005 BOARD MEETING**
(CONSIDERATION OF APPOINTMENT OF DAVE WILLIAMS TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR SKILLICORN TO FILL VACANCY OF KANOA DYNEK)
- 5-14. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE WORKERS COMPENSATION CLAIM OF FRANK SLOAN
Staff Report: Attached
- 5-15. CONSIDERATION OF REPORT ON WORKERS' COMPENSATION EMPLOYEE CLAIMS
Staff Report: **REVISED ATTACHMENT "A" IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
- 5-16. CONSIDERATION OF INFORMATION REGARDING LONG TERM DISABILITY INSURANCE USE AT OTHER TRANSIT DISTRICTS

Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chairperson Keogh
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE FEBRUARY 25, 2005 BOARD MEETING
7. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND MINUTES OF JANUARY 19, 2005
Presented by: Director Pat Spence
Staff Report: **Additional information** and **Final** Minutes are attached
8. CONSIDERATION OF PARACRUZ OPERATIONS STATUS REPORT
Presented by: Bryant Baehr, Operations Manager
Staff Report: **IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
9. CONSIDERATION OF AWARD OF CONTRACT FOR PARACRUZ VEHICLE FUELING AND WASHING SERVICES
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **IS INCLUDED IN THE FEBRUARY 25, 2005 BOARD PACKET**
10. **PUBLIC HEARING:** CONSIDERATION OF AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY2005
Presented By: Mark Dorfman, Assistant General Manager
Staff Report: Attached
PUBLIC HEARING WILL TAKE PLACE AT THE FEBRUARY 25, 2005 BOARD MEETING
11. CONSIDERATION OF ALTERNATIVES TO ENSURE THE RECEIPT OF FUNDING FROM THE STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR THE METROBASE PROJECT
Presented By: Les White, General Manager
Staff Report: Oral Presentation
12. **DELETED**
(CONSIDERATION OF ADOPTION OF PROCEDURES FOR THE PRE-QUALIFICATION OF BIDDERS PROCESS FOR THE METROBASE CONSTRUCTION PROJECT)
13. CONSIDERATION OF THE REQUEST FROM THE CITY OF SCOTTS VALLEY FOR THE RESUMPTION OF SERVICE ON VINE HILL SCHOOL ROAD
Presented By: Les White, General Manager

- Staff Report: Attached
14. **DELETED: ACTION TAKEN AT THE FEBRUARY 11, 2005 BOARD MEETING**
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE FOR PROPERTY LOCATED AT 111 DUBOIS STREET, SANTA CRUZ)
 15. **CONSIDERATION OF ELECTION OF A DIRECTOR TO SERVE AS AN ALTERNATE TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005**
Presented By: Les White, General Manager
Staff Report: Attached
 16. **CONSIDERATION OF THE COSTS AND SCHEDULE IMPACTS OF SOLICITING BIDS FOR THE CONSTRUCTION OF PHASE I OF THE METROBASE PROJECT IN TWO SEGMENTS**
Presented By: Les White, General Manager
Staff Report: Oral Presentation
 17. **CONSIDERATION OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF BRYANT BAEHR AS MANAGER OF OPERATIONS FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**
Presented By: Les White, General Manager
Resolution: Attached
 18. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
 19. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Number of Cases: One

SECTION III: RECONVENE TO OPEN SESSION

20. 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: February 25, 2005

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE FEBRUARY 25, 2005 BOARD MEETING AGENDA

SECTION I: **OPEN SESSION:**

INSERT ITEM #2 ORAL AND WRITTEN COMMUNICATION
(Insert Written Communication)

CONSENT AGENDA:

ADD TO ITEM #5-1 APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 14 AND JANUARY 28, 2005 AND SPECIAL MINUTES OF JANUARY 21, 2005
(Insert Minutes of January 28, 2005)

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

INSERT ITEM #5-6 ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF DECEMBER 16, 2004
(Insert Minutes)

INSERT ITEM #5-8 ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR DECEMBER 2004
(Insert Report)

INSERT ITEM #5-10 ACCEPT AND FILE METROBASE STATUS REPORT
(Insert Staff Report)

INSERT ITEM #5-12 CONSIDERATION OF AN AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE
(Insert Staff Report)

DELETE ITEM #5-13 CONSIDERATION OF APPOINTMENT OF DAVE WILLIAMS TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR SKILLICORN TO FILL VACANCY OF KANOA DYNEK
(Action taken at the February 11, 2005 Board Meeting)

REPLACE ITEM #5-15 CONSIDERATION OF REPORT ON WORKERS' COMPENSATION EMPLOYEE CLAIMS
(Insert REVISED Attachment A, page 5-15.a1)

REGULAR AGENDA:

- ADD TO ITEM #7** CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND **FINAL** MINUTES OF JANUARY 19, 2005S
(Insert FINAL Minutes and Additional Information from Dir. Spence)
- INSERT ITEM #8** CONSIDERATION OF PARACRUZ OPERATIONS STATUS REPORT
(Insert Staff Report)
- INSERT ITEM #9** CONSIDERATION OF AWARD OF CONTRACT FOR PARACRUZ VEHICLE FUELING AND WASHING SERVICES
(Insert Staff Report)
- DELETE ITEM #12** CONSIDERATION OF ADOPTION OF PROCEDURES FOR THE PRE-QUALIFICATION OF BIDDERS PROCESS FOR THE METROBASE CONSTRUCTION PROJECT
- DELETE ITEM #14** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE FOR PROPERTY LOCATED AT 111 DUBOIS STREET, SANTA CRUZ
(Action taken at the February 11, 2005 Board Meeting)
- ADD ITEM #15** **CONSIDERATION OF ELECTION OF A DIRECTOR TO SERVE AS AN ALTERNATE TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005**
(Insert Staff Report)
- ADD ITEM #16** **CONSIDERATION OF THE COSTS AND SCHEDULE IMPACTS OF SOLICITING BIDS FOR THE CONSTRUCTION OF PHASE I OF THE METROBASE PROJECT IN TWO SEGMENTS**
(Oral Presentation)
- ADD ITEM #17** **CONSIDERATION OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF BRYANT BAEHR AS MANAGER OF OPERATIONS FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**
(Insert Resolution)

X-Sender: lwhite@scmsun1
X-Mailer: QUALCOMM Windows Eudora Version 6.1.2.0
Date: Mon, 14 Feb 2005 10:43:46 -0800
To: cthomas@scmtd.scmtd.com
From: Les White <lwhite@scmtd.com>
Subject: Fwd: Scotts Valley to Watsonville Transportation Corridor

DomainKey-Signature: a=rsa-sha1; q=dns; c=simple;
s=test1; d=earthlink.net;
h=Message-ID:From:To:Cc:Subject:Date:MIME-Version:Content-Type:X-Priority:X-MSMail-Priority:X-Mailer:X-MimeOLE;

b=nGG6dS/28cCHh2XTIVf1BhGfCD3OnfTYnqw0TVSDUevr/KqKas5RHLSAg+zrB8
Fx;

From: "David Eselius" <deselius@earthlink.net>
To: "Beautz, Janet K." <bds010@co.santa-cruz.ca.us>,
"Pirie , Ellen" <ellen.pirie@co.santa-cruz.ca.us>,
"Wormhoudt, Mardi" <bds034@co.santa-cruz.ca.us>,
"Campos, Tony" <bds040@co.santa-cruz.ca.us>,
"Stone, Mark W." <mark.stone@co.santa-cruz.ca.us>
Cc: "SCCRTC Staff" <info@scrtc.org>,
"Editorial SC Sentinel" <editorial@santacruzsentinel.com>,
"City Clerk Watsonville" <cityclerk@ci.watsonville.ca.us>,
"Coonerty, Ryan" <rcoonerty@ci.santa-cruz.ca.us>,
"Cynthia Mathews" <cmathews@ci.santa-cruz.ca.us>,
"Emily Reilly" <ereilly@ci.santa-cruz.ca.us>,
"Mike Rotkin" <mrotkin@ci.santa-cruz.ca.us>,
"Tim Fitzmaurice" <tfitzmaurice@ci.santa-cruz.ca.us>,
"Ed Porter" <eport@ci.santa-cruz.ca.us>,
"Madrigal, Tony" <tmadrigal@ci.santa-cruz.ca.us>,
"Randy Johnson" <ranndo@aol.com>, "Dene Bustichi" <dene@bustichi.com>,
"Cliff Barrett" <lbc@ix.netcom.com>,
"Stephany E. Aguilar" <seajems@pacbell.net>,
"Paul Marigonda" <marigond@pacbell.net>,
"Stephanie Harlan" <citycouncil@ci.capitola.ca.us>,
"Michael Termini" <michael@triadelectric.com>,
"Kirby Nicol" <kirby@wharftowharf.com>,
"Dennis Norton" <dnortondesigns@msn.com>,
"Bruce Arthur" <capcouncil@aol.com>, <Rich_Krumholz@dot.ca.gov>,
<lwhite@scmtd.com>

Subject: Scotts Valley to Watsonville Transportation Corridor

Date: Mon, 14 Feb 2005 10:05:35 -0800

X-Mailer: Microsoft Outlook Express 6.00.2900.2180

X-ELNK-Trace:

d9c8fc85f469b00e1aa676d7e74259b7b3291a7d08dfec79a92273daf8c2153c744f826b83e
d424c350badd9bab72f9c350badd9bab72f9c350badd9bab72f9c

X-Originating-IP: 69.3.92.191

<?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />

February 14, 2005

To: Santa Cruz County Supervisors, members
Cc: CALTRANS (ex officio, Rich Krumholz)
Capitola, Santa Cruz, Scotts Valley, and Watsonville City Council members
METRO Board, members
Santa Cruz Sentinel
SCCRTC, members

Subject: Scotts Valley to Watsonville Transportation Corridor

Coincident with the election of the Santa Cruz City Council in 1998 the city's political movements aimed its attention at affecting the Santa Cruz County Regional Transportation Commission (SCCRTC) objectives.

This has lead to the questioning of basic transportation assumptions made since 1998, by the SCCRTC.

As a result, necessary transportation improvements for the county's "Fishhook" (a.k.a., Highway 1 and 17 interchange) and Highway 1 widening require further unbiased studies.

In support of a greater understanding of projected transportation requirements in Santa Cruz County, CALTRANS is to develop a "Scotts Valley to Watsonville Corridor Study."

Politics and Transportation: The repercussions of the county's increasingly inadequate transportation systems are important. Transportation problems have a ripple effect upon society and commerce.

Poor transportation adds to the costs of living within Santa Cruz County, makes securing a living more difficult, and decreases commerce sales. Santa Cruz County's transportation capacity also influences the state's transportation needs.

With the current strengthened economy, approximately 25% of employed (tax paying) Santa Cruz County residents travel to jobs in Silicon Valley, and beyond. This commuting workforce is one of the county economic pillars.

Before I retired, my standard workday was ten (10) to eleven (11) hours. On top of that, because employment and traffic was high in Silicon Valley at that time (it was the '90s), my daily commute was approximately two to three (2-3) hours a day. I would get up for work at five AM and return to home at seven or eight o'clock at night.

It is tough to earn enough money to provide for a family in Santa Cruz County: poor transportation infrastructures do not help family life.

Watsonville -- The social impact of commuting is a greater challenge upon South County residents. It takes longer to get to Silicon Valley, which has higher paying jobs and a variety of career paths.

A congested Highway 1 adds an additional one (1) to two (2) hours a day to a South County commuter's commute.

Proper access to Silicon Valley is essential to support the projected population growth within the Watsonville area.

Watsonville endorses highway projects that provide for county residents.

Scotts Valley – Scotts Valley has neither endorsed nor rejected the highway-widening project.

Capitola -- Capitola is very dependent upon the economic commerce resources of shopping centers and tourists. As such, traffic jam prone periods (lets say 3 PM to 8 PM) have a corresponding negative impact upon the city's sales tax revenue. In addition, adversely affected by traffic congestion are Capitola residents.

Capitola has neither endorsed nor rejected the highway-widening project.

Santa Cruz City – Current SCCRTC transportation policies appear to be developed from North County alternative transportation politics. Those politics do not accommodate automobile use.

Alternative City Councils of Santa Cruz have indicated little interest in commerce, commuters, tourists, or traffic jams. Several successive Santa Cruz City Councils have identified bicycles, buses, walking, and Prop 116 funds as transportation priorities. There was also a 1999 City Council's "city without cars" plan.

Santa Cruz City's transportation politics is influenced by a coalition of anti-business, anti-development environmentalists, bicyclists, socialists, and ordinary anarchist. The organizational foundations of coalition oligarchy clans was established 30-years ago, they retain using the label "Progressives."

With exceptional organizational abilities and resources, coalitions of groups form an oligarchy of clans to influence politicians and community groups. Anti-automobile transportation clans have redirected scarce resources to alternative transportation.

Attempts were even made to turn CALTRANS' Highway 1 Mission Street widening project into a 2-lane road (with bicycle paths).

Santa Cruz City Councils did not support Highway 1 expansion, and withdrew from the SCCRTC highway build authority.

METRO Transit Bus Involvement – With their three (3) aligned votes, the Santa Cruz METRO representatives are influential members within the SCCRTC. The METRO representatives push for HOV/buss lanes, HOV/buss on ramp metered lanes, Highway 1 bus stops, more METRO funding, rejecting mixed-flow lane use, etc.

METRO's political entanglement in expanding the highway appears to have been influenced by anti-automotive clans. At one time METRO supporters wanted the METRO staff to become the Highway 1's "design-build" authority.

METRO Board representatives have inherent conflicts-of-interest within the SCCRTC: transit funding METRO interests vs. the county's need for better automotive transportation.

SCCRTC – There is little doubt that road building Santa Cruz County is a political process. The most organized and active political movement within North and Mid County is the Progressive political movement. Therefore, the SCCRTC has represented the political ideology of the Progressives.

To the detriment of county transportation needs, some SCCRTC staff, and some of the commissioners, have labored to implement the Santa Cruz political alternative transportation agenda. Alignment of staff functions have provided for the political needs of the commission. Consultants track the political needs; their reports reflect those needs.

Some political clans view the investment in automobile transportation as counter productive to transportation. Bicycles, buses, walking, and a railway right-of-way remain the transportation priority of the SCCRTC.

SCCRTC transportation intent and purposes requires re-identification and re-establishment.

Lack of SCCRTC Transportation Planning: California's enactment of SB 45 in 1997 transferred from CALTRANS the intra-county "State Transportation Improvement Program" (STIP) funding (and responsibilities) to regional county transportation commissions.

However, having in 1997 transferred the funds (and responsibilities), the state legislatures failed to also transfer needed transportation planning and engineering experiences to the

SCCRTC. Therefore, there is a high probability that Santa Cruz County transportation funding cannot provide necessary county transportation facilities.

The following are SCCRTC 2004 (**bold**) projects identified within the “Annual Report on New Starts, Proposed Allocations of Funds for Fiscal Year 2004, Report of the Secretary of Transportation to the United States Congress:”

***** “The Santa Cruz County Regional Transportation Commission (SCCRTC) completed a Major Investment Study (MIS) in 1999 to evaluate improvements in the Watsonville to Santa Cruz Corridor.” ... “The MIS projects include the purchase of the rail right-of-way for future transportation uses, including a bike/pedestrian path along the right-of-way and partial funding for High Occupancy Toll (HOT) lanes on the parallel highway.”**

The SCCRTC completed the \$1-million railway MIS in 1999. No CALTRANS Highway 1 (or Fishhook) transportation studies were requested, or provided, to support assumptions within this MIS. The MIS report reflects the transportation intent of Santa Cruz clan political involvement.

To this day, the actual SCCRTC Watsonville to Santa Cruz Corridor transportation priority remains: purchase of the railway right-of-way and a bike/pedestrian path along the right-of-way.

The HOT lane on Highway 1 was later replaced with the requirement for HOV lanes.

CALTRANS original Fishhook capacity improvement proposal was rejected by the SCCRTC. Instead of Fishhook transportation capacity improvements, the SCCRTC required Fishhook operational improvements.

***** “A state highway and an underutilized freight rail line run through the length of most of the corridor.”**

Highway 1 – Highway 1, the Fishhook interchange, and Highway 17 are the only continuous routes through the county. Highway 1 serves as the commuter and commerce spine linking Monterey, Watsonville, Aptos, Santa Cruz, University of California at Santa Cruz, Silicon Valley, and beyond.

Between Soquel and Morrissey, on Highway 1, there are currently 40.2 million trips per year. Association of Monterey Bay Area Governments (AMBAG) travel-forecasting 2020 model projects 52.7 million trips per year.

The essential AMBAG’s 20-year demographic projections for Highway 1 and Fishhook expansions have not been taken into consideration by the SCCRTC. In addition, capacity limits of Highway 17 to/from Silicon Valley require consideration within any Santa Cruz

County transportation corridor study.

Railway right-of-way -- The railway right-of-way purchase is going to be expensive and could operate at financial long-term losses. Building a “**bike/pedestrian path along the right-of-way**” is reported to cost \$20-million to \$40-million above right-of-way purchase price.

Operation of the freight line service is essential to the local economy and transportation services. If freight line service would be discontinued, job losses within Davenport and other areas will be the result. Local construction prices will also increase. Truck traffic will increase on local roads. Road maintenance costs will increase.

A “**future transportation uses**” for the rail right-of-way has not been identified, nor has an adequate railway right-of-way use-plan, or an adequate long-term cost-plan, been presented for public review.

A voter’s referendum may be necessary to prompt the SCCRTC to define and justify the purchase of the railway right-of-way.

***** “Major bus improvements within the corridor received the highest priority and the largest amount of projected funding.”**

With three (3) METRO Board members and two (2) Santa Cruz City representatives on the SCCRTC, it has been assured that major bus improvements received the highest priority and the largest amount of projected funding.

Relative to actual improved county transportation, the METRO transit service received a disproportionately large amount of funding from the SCCRTC.

***** “A feasibility study for the HOT lanes concluded that toll-free High Occupancy Vehicle (HOV) lanes would better meet project objectives and eliminated the toll lane alternative from further consideration.”**

The feasibility study for county HOT lanes indicated HOT lanes were impractical. However, no viable feasibility study indicated the county’s political HOV lanes were practical.

It appears HOV lane configuration, in Santa Cruz County, is counter-productive to highway capacity improvements.

***** “The SCCRTC programmed \$3.34 million to commence the Environmental Impact Report (EIR) for the Highway 1 Widening in September 2002.”**

More than two (2) years have passed since the SCCRTC has approved \$3.34 million for Highway 1’s widening EIR. Little has been done to complete the EIR (which, as it turns out, is a good thing).

It would appear that the SCCRTC's highway transportation long-term planning was inadequate and over-whelmed by political opinions. Because an adequate transportation corridor study is not available, the current EIR study will be limited in its success.

The SCCRTC presented an under-developed sales tax Measure J in November 2004. That sales tax measure, and the manner in which it was presented, decreased public approval of highway expansion from a initial high 61% yes vote to the final 43.3% yes sales tax vote.

There is a need for the SCCRTC to provide for transportation accountability that is more than: bicycles, buses, walking, and a railway right-of-way.

The SCCRTC has not executed its fiduciary public transportation responsibilities for balanced and verifiable county transportation improvements.

The Scotts Valley to Watsonville Transportation Corridor Development: A "Scotts Valley to Watsonville Highway Transportation Corridor Study" needs to be developed, by CALTRANS, for the SCCRTC. Without a proper transportation corridor study, both purpose and direction have been lacking within the SCCRTC operations.

CALTRANS' highway corridor studies are focused, technical analyses for specific highway facility segments. These studies incorporate a multidisciplinary approach to identifying both short- and long-term highway segment improvements.

From the corridor studies, CALTRANS would develop capacity and operational Project Study Reports (PSRs), with associated costing, and overview drawings.

AMBAG's 20-year Santa Cruz area demographic projections would provide CALTRANS needed transportation design guidance. An EIR is than developed from the "Scotts Valley to Watsonville Highway Transportation Corridor Study."

It is noted that CALTRANS has previously conducted several transportation studies in Santa Cruz County. What is being requested is a corridor capacity/operational study, from Scotts Valley to Watsonville, which is based upon AMBAG's 20-year demographic projections. The study would include part of Highway 17, the Fishhook interchange, and Highway 1.

There is also the problem that it may take ten (10) to fifteen (15) years to "fund, plan, design, EIR, and construct" the needed capacity/operational changes to the corridor. In fifteen (15) years, the county's population most likely will have grown significantly.

Within the corridor study there is a need to identify time-to-completion (relative to projected population growth), and how well the corridor plan accommodates future county demographics.

Large public comment meetings could occur after the CALTRANS corridor study is drafted. I hope that further negative manipulation of public opinion will than become less evident (at least until after the technical studies are completed and available).

CALTRANS' "Scotts Valley to Watsonville Highway Transportation Corridor Study" will result in revised highway drawings, Fishhook interchange drawings, and PSRs. In turn, the new design package will provide the necessary corridor designs for properly completing SCCRTC's \$3.34 million EIR.

Funding: California Transportation Commission (CTC), STIP funds, US Congress, California State Legislatures, and local sales tax funding will become more readily available when the SCCRTC has:

--- Provided to the CTC a Santa Cruz County demographic projection transportation corridor plan (from Scotts Valley to Watsonville).

--- Put in place the management structures necessary to implement the transportation corridor plan.

--- Provide necessary public support.

Sincerely,

David G. Eselius

1312 Laurel Street

Santa Cruz CA 95060

831-429-9695

M E M O R A N D U M

Date: February 22, 2005
To: Board of Directors
From: Director Pat Spence
Subject: **Memorial Notice for Michael Edwards**

I wanted to pass along the attached memorial notice which was published in the Sentinel on 2/17/05. Michael Edwards was an active member in and advocate for the local disabled community and provided guidance to METRO through his participation in MASTF, MUG and as the first Chair of MAC. He will be missed.

In memory of Michael Edwards

2/17/05

FUNERAL



MICHAEL EDWARDS

Without complaint or compromise, Mike Edwards spent his last day surrounded with the love of his family. In his early Valentine's Day Celebration, He was known as "Iron Mike" to those who knew his indomitable spirit. He shared little with those who whined or demanded what befell them; he tolerated even less the "Politically Correct" crowd. Yet to the many he helped and counseled with "Disabilities", he set the example of a life well lived and was a paragon of patience.

Mike leaves behind a family who cherish every memory of a man who fought the good fight and left all who knew him a better person. His years working with Cabrillo College Disabled Students' Service Dept. and as a teachers aide in the computer lab, he enriched many lives, but most profoundly his own. His work with Santa Cruz Metro's MASTF Committee, MUG, Advocating before our State Legislators in Sacramento, and the Watsonville City Council for the present and purposeful application of mobility and accessibility for all, is a legacy second to none and remembered by all those directly affected. At his request, there will be no funeral services held on his behalf. Instead, please take a moment from your busy lives and remember the wonderful help store the earth, engaging an Earth and greet with love and kindness each day.

An true
Metro
friend and
public
transit
advocate.
A member
of MAC,
MASTF
and MUG
advisory
committees.

Immortality
lies not in
the things
you leave
behind, but
in the
people your
life has
touched.

—
Anonymous

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 14, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 14, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

Vice Chair Keogh introduced Director Dene Bustichi, who was appointed by the Scotts Valley City Council to replace Director Sheryl Ainsworth.

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Michelle Hinkle
Mike Keogh
Dennis Norton
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Márcela Tavantzis
Ex-Officio Wes Scott

DIRECTORS ABSENT

STAFF PRESENT

Bryant Baehr, Operations Manager
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
Tom Stickel, Fleet Maintenance Manager
Les White, General Manager

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

Jeff Le Blanc, MASTF
Gary Klemz, SEIU
Sandra Lipperd, UTU
Ian McFadden, SEA

Jeff North, UTU
Tegan Speiser, SCCRTC
Bob Yount, MAC/MASTF/E&D TAC

5-1.1

2. ORAL AND WRITTEN COMMUNICATION

Written:

None

Oral:

Les White announced that the MetroBase Building Breaking Ceremony would take place today at 12:00 p.m. at 1122 River Street, the former Tool Shed property. Vice Chair Keogh announced that the Board would try to adjourn by 11:30.

DIRECTOR ROTKIN ARRIVED AT THIS TIME

3. LABOR ORGANIZATION COMMUNICATIONS

Sandra Lipperd, UTU, asked for a timeline regarding the RFP for testing and determining the appropriate Talking Bus volume level. Jeff North, UTU Vice Chair, read a letter from UTU Chair, Bonnie Morr thanking Vice Chair Keogh for his apology at the December 10, 2004 meeting. The letter is attached to these minutes.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 10 AND DECEMBER 17, 2004

Director Reilly commented that the minutes were very clear and well written

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

5-3. ACCEPT AND FILE DECEMBER 2004 RIDERSHIP REPORT

Page 1 of the Ridership Report will be included in the January 28, 2005 Board Packet.

5-4. CONSIDERATION OF TORT CLAIMS:

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 19, 2005 AND MINUTES OF NOVEMBER 17, 2004

Director Keogh asked about the attendance and Jeff Le Blanc replied that it was good. Director Spence suggested that MAC meetings be listed in the newspaper.

5-1.2

5-6. ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF DECEMBER 16, 2004

The Minutes will be included in the January 28, 2005 Board Packet.

5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2004 AND CONSIDERATION OF BUDGET TRANSFERS

Director Rotkin commented that the report was very clear.

5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR OCTOBER 2004

No questions or comments.

5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER AND NOVEMBER 2004

Director Tavantzis commented that it was nice to see ridership up.

5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE

No questions or comments.

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Will be included in the January 28, 2005 Board Packet.

5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER MEETING

No questions or comments.

5-13. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE WORKERS COMPENSATION CLAIM OF GUILLERMO CHAVEZ

No questions or comments.

5-14. REVIEW AND ACCEPT SANTA CRUZ METRO BYLAWS AS MODIFIED REGARDING SECTIONS 6.01 (ELECTION OF PRESIDING OFFICERS) AND 14.02 (APPOINTMENT OF SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION REPRESENTATIVES)

No questions or comments.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the January 28, 2005 Board Meeting.

7. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF DECEMBER 15, 2004

Director Spence reported that she had not attended the last meeting at the Loudon Nelson Center.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Move Item #7 to the Consent Agenda

Motion passed with Director Spence opposed and Director Beautz being absent.

8. CONSIDERATION OF STATUS OF REPORT ON POSSIBLE PARACRUZ REPORTING FORMATS

Will be included in the January 28, 2005 Board Packet.

9. CONSIDERATION OF AWARD OF CONTRACT FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS

Will be included in the January 28, 2005 Board Packet.

Discussion:

Director Norton commented that the City of Capitola's rates have gone up 40%, almost \$400,000. Director Norton requested information regarding the District's current workers compensation and long term disability rates and utilization and how they compare to other similar agencies.

DIRECTOR BEAUTZ ARRIVED AT THIS TIME

10. CONSIDERATION OF RENEWAL OF CONTRACT FOR HAZARDOUS WASTE REMOVAL SERVICES

Summary:

Tom Stickel reported that the District has a contract with Evergreen Oil for hazardous waste disposal, which expires at the end of this month. Evergreen Oil has indicated that they are interested in extending the contract term through January 31, 2006 under the same terms and conditions.

5-1.4

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to enter into a one-year contract extension with Evergreen Oil, Inc. for hazardous waste removal services under the same terms and conditions.

Motion passed unanimously.

11. CONSIDERATION OF RENEWAL OF CONTRACT FOR FINANCIAL AUDIT AND TAX SERVICES

Tom Stickel reported that this is another renewal. Elisabeth Ross reported that the District is happy with the services received from this company.

12. CONSIDERATION OF AWARD OF CONTRACT FOR PURCHASE OF VEHICLES

Summary:

Tom Stickel reported that purchasing through the State Procurement Process allows for better pricing. The two hybrid sedans would be gas/electric and the bi-fuel pickup truck would be gas/CNG.

13. CONSIDERATION OF AWARD OF CONTRACT FOR PURCHASE OF LUBRICATION PRODUCTS

Summary:

Tom Stickel reported the District participates in the Regional Transit Coordinating Council (RTCC) cooperative purchasing agreements, which offers volume discounts for commodities that are commonly used by RTCC member agencies. Mr. Stickel pointed out an error on page 2 of the Staff Report under Financial Considerations. The annual estimated budget for the two-year contract is \$30,000 rather than \$10,000, projecting \$28,000 this year and \$32,000 next year.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Move Items #11, #12 and #13 to the Consent Agenda.

14. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO CALTRANS FOR FY 2005 RURAL OPERATING ASSISTANCE

Summary:

Mark Dorfman reported that each year, the FTA apportions federal funds through the state to assist public transit operators in non-urbanized areas. This year, Caltrans has apportioned \$65,475 to Santa Cruz County.

5-1.5

15. CONSIDERATION OF CALL STOP AUDIT REPORT

Summary:

Bryant Baehr reported that this is a quarterly report covering October through December 2004. Most of the 36 stops not called were the result of one bus operator, who has been put into the disciplinary program for failure to call stops on Route 35.

Director Rotkin suggested moving this Item to Closed Session as potential litigation. Margaret Gallagher responded that the agenda had already been posted and it would be placed on the January 28, 2005 Closed Session Agenda.

16. CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR 2005, AND NOMINATIONS FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY AND TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005

Nominations for office of Chair and Vice Chair of the Board:

Director Keogh as Chair
Director Rotkin as Vice Chair

Nominations to the Highway 1 Construction Authority:

Primary: Reappoint Director Tavantzis
Alternate: Reappoint Director Keogh

Nominations to the Regional Transportation Commission:

Primary: Directors Keogh, Reilly, Spence, Tavantzis
Alternates: Directors Bustichi, Keogh, Reilly, Skillicorn

Margaret Gallagher reported that the nominations would remain open right up to the actual vote on January 28th and that the Board Officers would be elected immediately after Roll Call.

Jeff Le Blanc commented that, as a rider, he would like to see more advocacy supporting transit from the appointees on the RTC.

Ian McFadden, SEA, reported that he found it very frustrating to watch the RTC be torn between the Hwy and Rail. He hopes the HCA representatives will fight for more funding than Measure J would have provided and feels the Rail and Hwy projects would take away every dollar that should be going to transit.

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

Margaret Gallagher reported that the Board would discuss with their Legal Counsel the Workers Compensation case of Frank Sloan; the case of Fredy Castillo, the case of SCMTD v. Yvonne Aiassa Humphrey and a discussion with Labor Negotiator, Les White regarding SEIU.

5-1.6

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

None.

SECTION II: CLOSED SESSION

Vice Chair Keogh adjourned to Closed Session at 10:06.m. and reconvened to Open Session at 10:55 a.m.

SECTION III: RECONVENE TO OPEN SESSION

19. **REPORT OF CLOSED SESSION**

Margaret Gallagher reported that the Board voted on the claim of Frank Sloan and unanimously approved a settlement of \$49,370.00 in a full Compromise and Release.

ADJOURN

There being no further business, Vice Chair Keogh adjourned the meeting at 10:57 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.7

1/14/05

Vice Chair Mike Keogh -
The Union would like to
Thank Mr Keogh for his
apology for his behavior -
at the meeting of 12/9.
Hopefully we will be
able to move forward and
work cooperatively -

Sincerely
Bonnie [Signature]
UTU Chairperson

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

January 21, 2005

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 21, 2005 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Chair Reilly called the meeting to order at 8:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Mike Keogh
Dennis Norton
Ex Officio Wes Scott
Dale Skillicorn

STAFF PRESENT

Leslie White, General Manager
Frank Cheng, MetroBase Project Manager
Margaret Gallagher, District Counsel

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

Margaret Gallagher reported that there would be a discussion with METRO's Property Negotiations regarding property at 115 Dubois Street, Santa Cruz.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Reilly adjourned to SPECIAL Closed Session at 8:02 a.m. and reconvened to SPECIAL Open Session at 8:10 a.m.

5-1.9

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION

Margaret Gallagher stated that there was nothing to report at this time.

5. CONSIDERATION OF THREE YEAR LEASE OF SPACE AT 115 DUBOIS STREET FOR BUS PARKING AND STORAGE

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a lease with Iuliano Properties for space located at 115 Dubois Street for the Bus Parking and Storage for a rate of \$3,000.00 per month.

Motion passed unanimously with Directors Keogh, Norton and Skillicorn being absent.

ADJOURN

There being no further business, Chair Reilly adjourned the SPECIAL meeting at 8:20 a.m.

Respectfully submitted.



**DEBI PRINCE
Administrative Secretary**

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 28, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 28, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1a. **ROLL CALL:**

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Michelle Hinkle
Mike Keogh
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Dennis Norton
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Frank Cheng, MetroBase Project Manager
Margaret Gallagher, District Counsel
Elisabeth Ross, Finance Manager

Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maintenance Manager
Les White, General Manager

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

Ron Dean, Bus Operator
Jeff Le Blanc, MASTF
Gary Klemz, SEIU
Ian McFadden, SEA
Bonnie Morr, UTU

Jeff North, Bus Operator
Will Regan, VMU
Tegan Speiser, SCCRTC
Amy Weiss, Spanish Interpreter
Bob Yount, MAC/MASTF/E&D TAC

1b. **CONSIDERATION OF ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS, AND ELECTION OF APPOINTEES TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY AND TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005**

Chair Reilly clarified that the election of Board Officers would take place prior to appointing representatives to the HCA and RTC. The following nominations, elections and appointments were made:

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Elect Director Keogh as Board Chair

Motion passed unanimously with Director Norton being absent.

Newly elected Chair Keogh presided over the remainder of the meeting.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR REILLY

Elect Director Rotkin as Board Vice Chair

Motion passed unanimously with Director Norton being absent.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SPENCE

Re-appoint Director Tavantzis to the HCA

Motion passed unanimously with Director Norton being absent.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Re-appoint Director Keogh to the HCA as the alternate

Motion passed unanimously with Director Norton being absent.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Appoint Directors Keogh, Spence and Tavantzis to the RTC

Director Reilly removed herself from the RTC nominees.

Motion passed unanimously with Director Norton being absent.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SPENCE

Appoint Directors Bustichi, Reilly and Skillicorn as 1st, 2nd and 3rd alternates, respectively.

Chair Keogh removed himself from the RTC alternates nominees

Motion passed unanimously with Director Norton being absent.

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | |
|-----------|-------------------------------|--|
| a. | <u>Dan Roth</u> | <u>RE: UCSC Service</u> |
| b. | <u>Bradna Mackey</u> | <u>RE: Bus Stop</u> |
| c. | <u>Director Spence</u> | <u>RE: HWY 1 EIR Alternatives</u> |

Oral:

Director Spence pointed out a few typographical errors in Item #2c and offered to answer any questions the Board may have.

Director Tavantzis commented on Item #2a that she was concerned about the public misunderstanding that Mr. Roth expresses: "METRO is obligated to ensure that its schedules meet the needs of the students, faculty and staff who live off campus" because it is a cooperative agreement, but we are not obligated to re-route our buses and would like Staff to respond in this regard. Vice Chair Rotkin stated that he does not believe this misconception is widely held on campus. Les White said that both letters would get a proper response.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Items #7 (revised) and #17 (new) were distributed at this Board Meeting.

OPEN SESSION:
ADD ITEM #1b

CONSIDERATION OF ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS, AND ELECTION OF APPOINTEES TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY AND TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005

(Insert Staff Report)

INSERT ITEM #2

**ORAL AND WRITTEN COMMUNICATION
(Insert Written Communication)**

CONSENT AGENDA:
ADD TO ITEM #5-3

**ACCEPT AND FILE DECEMBER 2004 RIDERSHIP REPORT
(Insert Page 1 of the Ridership Report)**

ADD TO ITEM #5-4

**CONSIDERATION OF TORT CLAIMS
(Insert 3 Additional Claims)**

DELETE ITEM #5-6

**ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF
DECEMBER 16, 2004
(Minutes will be included in the February Board Packet)**

INSERT ITEM #5-11

**ACCEPT AND FILE METROBASE STATUS REPORT
(Insert Staff Report)**

ADD ITEM #5-19 **CONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS**
(Insert Staff Report)

REGULAR AGENDA:
REPLACE ITEM #6

PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
(Insert REVISED Attachment A, Page #6.a1)

REPLACE ITEM #7 CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE
(PCTF) AND MINUTES OF DECEMBER 15, 2004
(Replace DRAFT Minutes with FINAL Minutes)

INSERT ITEM #8 CONSIDERATION OF STATUS REPORT ON POSSIBLE PARACRUZ REPORTING FORMATS
(Insert Staff Report)

INSERT ITEM #9 CONSIDERATION OF AWARD OF CONTRACT FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
(Insert Staff Report)

DELETE ITEM #10 CONSIDERATION OF RENEWAL OF CONTRACT FOR HAZARDOUS WASTE REMOVAL SERVICES
(Action taken at the January 14, 2005 Board Meeting)

DELETE ITEM #16 CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR 2005, AND NOMINATIONS FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY AND TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005

(Action taken at the January 14, 2005 Board Meeting)

ADD ITEM #17 **CONSIDERATION OF AWARD OF CONTRACT FOR DEMOLITION SERVICES FOR 1122 RIVER STREET AND 120 GOLF CLUB DRIVE INCLUDING THE WAIVER OF MINOR IRREGULARITIES**
(Insert Staff Report)

CONSENT AGENDA

- 5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 10 AND DECEMBER 17, 2004**
- 5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**
- 5-3. **ACCEPT AND FILE DECEMBER 2004 RIDERSHIP REPORT**
- 5-4. **CONSIDERATION OF TORT CLAIMS: DENY THE CLAIMS OF JACKIE LYNN MARQUEZ, CLAIM #05-0002; JOE BLAIR, CLAIM #05-0001; DIESKAU REED, CLAIM #05-0003; AND DEBORAH GUADIAN, CLAIM #05-0004**
- 5-5. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 19, 2005 AND MINUTES OF NOVEMBER 17, 2004**
- 5-6. **DELETED: WILL BE INCLUDED IN THE FEBRUARY BOARD PACKET (ACCEPT AND FILE THE MASTF COMMITTEE MINUTES OF DECEMBER 16, 2004)**

- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2004 AND APPROVAL OF BUDGET TRANSFERS
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR OCTOBER 2004
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER AND NOVEMBER 2004
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER MEETING
- 5-13. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE WORKERS COMPENSATION CLAIM OF GUILLERMO CHAVEZ
- 5-14. REVIEW AND ACCEPT SANTA CRUZ METRO BYLAWS AS MODIFIED REGARDING SECTIONS 6.01 (ELECTION OF PRESIDING OFFICERS) AND 14.02 (APPOINTMENT OF SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION REPRESENTATIVES)
- 5-15. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND MINUTES OF DECEMBER 15, 2004
(Moved to Consent Agenda at the January 14, 2005 Board Meeting. Retained original numbering as Item #7)
- 5-16. CONSIDERATION OF RENEWAL OF CONTRACT FOR FINANCIAL AUDIT AND TAX SERVICES
(Moved to Consent Agenda at the January 14, 2005 Board Meeting. Retained original numbering as Item #11)
- 5-17. CONSIDERATION OF AWARD OF CONTRACT FOR PURCHASE OF VEHICLES
(Moved to Consent Agenda at the January 14, 2005 Board Meeting. Retained original numbering as Item #12)
- 5-18. CONSIDERATION OF AWARD OF CONTRACT FOR PURCHASE OF LUBRICATION PRODUCTS
(Moved to Consent Agenda at the January 14, 2005 Board Meeting. Retained original numbering as Item #13)
- 5-19. CONSIDERATION OF APPROVAL OF LICENSE AGREEMENT FOR BUS STOP LOCATED AT SOQUEL AND FRONT STREETS

Director Spence pulled Item #5-15 from the Consent Agenda for discussion. Chair Keogh assigned it Item #17a on the Regular Agenda.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Approve the remainder of the Consent Agenda

Motion passed unanimously with Director Norton being absent.

DIRECTOR BUSTICHI LEFT THE MEETING AT THIS TIME

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

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

TWENTY YEARS

Ronald C. Dean, Bus Operator
Jeffrey A. North, Bus Operator

TWENTY- FIVE YEARS

William D. De Vivo, Bus Operator
Mary C. Ferrick, Schedule Analyst

It was noted that Mary Ferrick was unable to attend this meeting and will be attending the February 25th meeting to receive her longevity certificate and award.

8. CONSIDERATION OF STATUS OF REPORT ON POSSIBLE PARACRUZ REPORTING FORMATS

Summary:

Bryant Baehr reported that beginning in February the Board would begin receiving monthly status reports on in-house ParaCruz operations. Staff recommends that the monthly reports include Category A performance indicators which are considered critical monitoring tools to ensure compliance with the ADA, and Category B performance indicators which are useful in determining the efficiency of the ParaCruz Service.

Discussion:

Director Rotkin requested that the average number of rides by each person and the largest number of rides per person be included, without identifying the person. Director Skillicorn asked that trip distance be included, such as what percentage are under 5 miles or over 10 miles. Director Spence requested information on supplemental service providers be included and how many times the “ready window” was missed by 30 – 60 minutes and that the report include each month for comparison.

Bryant Baehr explained that he has only one staff person available to compile all this data and that he would look into all these requests and see what is possible.

9. CONSIDERATION OF AWARD OF CONTRACT FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS

Summary:

Tom Stickel reported that out of the 10 proposals received, a six-member interview panel comprised of District Staff and representatives from the County and the City of Santa Cruz interviewed the top six rated firms. Staff recommends Octagon because they are familiar with

medical providers in Santa Cruz and Monterey Counties since they are the Third Party Administrator for Dominican Hospital, all UCSC campuses, and the County of Santa Cruz.

Discussion:

Ian McFadden commented that the unions are normally involved in selecting benefit providers, but were excluded from this selection and he does not know why. Mr. McFadden requested that the unions be included in the selection process of all benefit providers going forward.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a contract for Workers Compensation Claims Administrative Services with Octagon Risk Services, Inc.

Directors Beautz and Rotkin both strongly recommended Octagon.

Motion passed unanimously with Directors Bustichi and Norton being absent.

14. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO CALTRANS FOR FY 2005 RURAL OPERATING ASSISTANCE

Summary:

Les White reported that each year, METRO makes application to the FTA through Caltrans for operating funds. The FTA apportions federal funds through the state to assist public transit operators in non-urbanized areas. This year, Caltrans has apportioned \$65,475 to Santa Cruz County.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move passage of a Resolution authorizing the General Manager to submit a grant application for FY2005 Rural Operating Assistance to the California Department of Transportation to assist funding public transit operations in the non-urbanized part of Santa Cruz County.

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

15. CONSIDERATION OF CALL STOP AUDIT REPORT

Summary:

Bryant Baehr reported that this is a quarterly report covering October - December 2004. Most of the 36 stops not called were the result of one bus operator, who has been put into the disciplinary program for failure to call stops on Route 35.

Discussion:

Vice Chair Rotkin asked if the District's utilization of the disciplinary action would be helpful in court. Margaret Gallagher responded yes, that it would be evidence that the District is serious about its legal requirements.

Director Beautz reported that she is continuing to receive complaints of the loud volume and would like the Board to discuss it.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Accept and file the Call Stop Audit Report.

Bonnie Morr commented that there had been a previous discussion about having an audio engineer evaluate and set the volume level, but UTU has not heard anything more about it.

Motion passed unanimously with Directors Bustichi and Norton being absent.

17. CONSIDERATION OF AWARD OF CONTRACT TO NICA DMT, INC. FOR DEMOLITION SERVICES FOR 1122 RIVER STREET AND 120 GOLF CLUB DRIVE INCLUDING THE WAIVER OF MINOR IRREGULARITIES

Summary:

Frank Cheng reported that bids were received from six firms. Staff recommends awarding the contract to NICA DMT, Inc. who submitted the lowest bid. However, NICA neglected to include their DBE certification number and date, which were easily found in the State DBE Database and did not affect the price. Staff recommends waiving this minor irregularity.

Discussion:

Vice Chair Rotkin asked if this poses any legal issues and if it has to be re-bid. Margaret Gallagher replied that it is a minor irregularity and does not affect the price, it is in the District's best interest to go forward without a re-bid.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Authorize the General Manager to execute a contract with NICA DMT, Inc. for demolition of structures located at 1122 River Street and 120 Golf Club Drive, Santa Cruz, including the waiver of minor irregularities.

Motion passed unanimously with Directors Bustichi and Norton being absent.

17a. CONSIDERATION OF RECEIPT OF REPORT REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND DRAFT MINUTES OF DECEMBER 15, 2004

Summary:

Director Spence reported that Supervisor Pirie has asked for a one-month extension of the Task Force. Director Spence reported that the majority of the current recommendations do not address the long-term goals the Task Force was charged with. The Board was encouraged to review the recommendations and attend the last meeting to give input.

Discussion:

Director Beautz stated she wants to review the recommendations before the RTC approves them. Tegan Speiser replied that the complete preliminary recommendations including those discussed at the January Task Force meeting will be forwarded to District Staff for distribution to the METRO Board on approximately February 10th, which is before the February 16th Task Force meeting, and the finalized Task Force recommendations will be available as soon as possible after February 17th, which is before the RTC meeting of March 3rd, when the RTC would approve them.

Direction from Vice Chair Rotkin: Agendize this for the next Board meeting so the District representatives on the Task Force have time to review it before the February 16th Task Force meeting.

Director Spence asked Tegan Speiser if the short and long-term goals have been typed up and requested a copy of the draft preliminary recommendations. Ms. Speiser replied that they would be available on approximately February 10th.

Director Reilly clarified that the Task Force is making advisory recommendations to the RTC and the District's RTC representatives are also going to want to review this information to have input at the March RTC meeting.

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

Margaret Gallagher reported that the Board would discuss with their Legal Counsel the Workers Compensation case of Mary Kohama and one case of anticipated litigation.

19. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Keogh adjourned to Closed Session at 10:18.a.m. and reconvened to Open Session at 11:07 a.m.

SECTION III: RECONVENE TO OPEN SESSION

20. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Chair Keogh adjourned the meeting at 11:08 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

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

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|-------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 14177 | 01/04/05 | 573.03 | 001039 | GRAFFITI REMOVAL, INC. | | 3374 | VANDAL GUARD | 573.03 | |
| 14178 | 01/04/05 | 740.56 | 001052 | MID VALLEY SUPPLY | | 3375 | CLEANING SUPPLY FLT | 740.56 | |
| 14179 | 01/04/05 | 9,264.83 | 001063 | NEW FLYER INDUSTRIES LIMITED | | 3376 | REV VEH PARTS 1391 | 1,391.31 | |
| | | | | | | 3377 | REV VEH PARTS 3243 | 3,242.90 | |
| | | | | | | 3378 | REV VEH PARTS 372 | 371.83 | |
| | | | | | | 3379 | REV VEH PARTS 953 | 952.83 | |
| | | | | | | 3380 | REV VEH PARTS 397 | 396.72 | |
| | | | | | | 3381 | REV VEH PARTS 38 | 37.50 | |
| | | | | | | 3382 | REV VEH PARTS 455 | 454.56 | |
| | | | | | | 3383 | REV VEH PARTS 2417 | 2,417.18 | |
| | | | | | | 3384 | DEC FUEL | 99,818.76 | |
| 14180 | 01/04/05 | 99,818.76 | 001316 | DEVCO OIL | | 3385 | PARTS & SUPPLIES | 542.61 | |
| 14181 | 01/04/05 | 542.61 | 002504 | TIFCO INDUSTRIES | | 3386 | OUT REPAIR REV VEH | 1,887.75 | |
| 14182 | 01/04/05 | 1,887.75 | 002607 | CTC ANALYTICAL SERVICES | | 3387 | 11/26-12/25 PHONES | 138.67 | |
| 14183 | 01/04/05 | 138.67 | 002639 | NEXTEL COMMUNICATIONS | | 3388 | OUT REPAIR #8015 | 857.51 | |
| 14184 | 01/04/05 | 857.51 | 002713 | SANTA CRUZ AUTO TECH, INC. | | 3389 | REV VEH PARTS/MANUAL | 703.72 | |
| 14185 | 01/04/05 | 703.72 | 004 | NORTH BAY FORD LINC-MERCURY | | 3390 | NOV/DEC FREIGHT | 167.81 | |
| 14186 | 01/04/05 | 167.81 | 007 | UNITED PARCEL SERVICE | | 3391 | REV VEH PARTS | 80.56 | |
| 14187 | 01/04/05 | 80.56 | 013 | MCI SERVICE PARTS, INC. | | 3392 | REV VEH PARTS | 1,476.66 | |
| 14188 | 01/04/05 | 2,590.09 | 018 | SALINAS VALLEY FORD SALES | | 3393 | REV VEH PARTS | 1,113.43 | |
| 14189 | 01/04/05 | 265.86 | 061A | REGISTER PAJARONIAN | | 3394 | CLASSIFIED AD FLEET | 92.84 | |
| | | | | | | 3395 | CLASSIFIED AD FLEET | 88.62 | |
| | | | | | | 3396 | CLASSIFIED AD FLEET | 84.40 | |
| 14190 | 01/04/05 | 207.84 | 115 | SNAP-ON INDUSTRIAL | | 3397 | EMP TOOL/SOCKET | 207.84 | |
| 14191 | 01/04/05 | 1,013.35 | 117 | GILLIG CORPORATION | | 3398 | REV VEH PARTS | 701.62 | |
| | | | | | | 3399 | REV VEH PARTS | 96.17 | |
| | | | | | | 3400 | REV VEH PARTS | 57.98 | |
| | | | | | | 3401 | REV VEH PARTS | 157.58 | |
| 14192 | 01/04/05 | 1,338.01 | 135 | SANTA CRUZ AUTO PARTS, INC. | | 3402 | REV VEH PARTS/SUPPLY | 1,338.01 | |
| 14193 | 01/04/05 | 74.95 | 161 | OCEAN CHEVROLET INC | | 3403 | REV VEH PARTS/SUPPLY | 74.95 | |
| 14194 | 01/04/05 | 319.56 | 166 | HOSE SHOP, THE | | 3404 | REV VEH PARTS/SUPPLY | 319.56 | |
| 14195 | 01/04/05 | 1,633.66 | 221 | VEHICLE MAINTENANCE PROGRAM | | 3405 | REV VEH PARTS 1634 | 1,633.66 | |
| 14196 | 01/04/05 | 14,139.54 | 378 | STEWART & STEVENSON | | 3406 | REV VEH PARTS | 2,933.20 | |
| | | | | | | 3407 | REV VEH PARTS | 2,220.73 | |
| | | | | | | 3408 | REV VEH PARTS | 440.27 | |
| | | | | | | 3409 | REBUILD TRANSMISSION | 8,545.34 | |
| 14197 | 01/04/05 | 372.00 | 432 | EXPRESS PERSONNEL SERVICES | | 3410 | TEMP W/E 12/19 FLEET | 372.00 | |
| 14198 | 01/04/05 | 53.29 | 434B | VERIZON CALIFORNIA | | 3411 | MT. BIEWLASKI | 53.29 | |
| 14199 | 01/04/05 | 123.52 | 527 | RECARO NORTH AMERICA, INC. | | 3412 | REV VEH PARTS 119 | 123.52 | |
| 14200 | 01/04/05 | 50.96 | 566 | ARROWHEAD MTN SPRING WATER | | 3413 | NOV WATER FLEET | 50.96 | |
| 14201 | 01/04/05 | 782.83 | 647 | GFI GENFARE | | 3414 | REV VEH PARTS | 782.83 | |
| 14202 | 01/04/05 | 135.00 | 691 | EAGLE AUTOMOTIVE | | 3417 | OUT REPAIR OTHER VEH | 135.00 | |
| 14203 | 01/04/05 | 659.31 | 816 | MISSION VALLEY FORD | | 3415 | OUT REPAIR VEH #304 | 659.31 | |
| 14204 | 01/04/05 | 3,939.97 | 909 | CLASSIC GRAPHICS | | 3416 | OUT REPAIR REV VEH | 3,939.97 | |
| 14205 | 01/07/05 | 650.00 | 001016 | ALLARD'S SEPTIC SERVICE, INC. | | 3418 | HAZ WASTE DISPOSAL | 650.00 | |
| 14206 | 01/07/05 | 1,129.14 | 001028 | PC MALL GOV, INC. | | 3419 | SALES TAX | 1,129.14 | |
| 14207 | 01/07/05 | 776.40 | 001029 | GOLDEN GATE SYSTEMS | | 3420 | OUT REPAIR PRINTERS | 776.40 | |
| 14208 | 01/07/05 | 110.00 | 001042 | EMPLOYER'S HEALTH SVCS, LLC | | 3421 | NOV DRUG TESTING | 110.00 | |
| 14209 | 01/07/05 | 3,468.75 | 001046 | DESMOND, MARCELLO & AMSTER | | 3422 | PROF SVCS THRU 11/30 | 2,987.50 | |
| | | | | | | 3423 | PROF SVCS THRU 11/30 | 393.75 | |

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CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| | | | | | | 3424 | PROF SVCS THRU 11/30 | 87.50 | |
| 14210 | 01/07/05 | 9,694.76 | 001048 | CRUZ CAR WASH | | 3425 | REV VEH FUEL/PT | 8,792.40 | |
| | | | | | | 3426 | VEH WASH SVCS/PT | 902.36 | |
| 14211 | 01/07/05 | 2,484.97 | 001346 | CITY OF SANTA CRUZ | | 3495 | PARKING DEF FEES | 1,211.10 | |
| | | | | | | 3496 | 04/05 COOP RETL MGMT | 1,273.87 | |
| 14212 | 01/07/05 | 2,329.38 | 001365 | BORTNICK, ROBERT S. & ASSOC. | 7 | 3427 | INVESTIGATIVE SVCS | 2,329.38 | |
| 14213 | 01/07/05 | 1,008.05 | 001379 | SAFETY-KLEEN SYSTEMS, INC. | | 3428 | HAZ WASTE DISPOSAL | 1,008.05 | |
| 14214 | 01/07/05 | 685.14 | 001454 | MONTEREY BAY OFFICE PRODUCTS | | 3429 | COPIER OVERAGE/ADM | 685.14 | |
| 14215 | 01/07/05 | 30.68 | 001471 | CALIFORNIA CHAMBER OF COMMERCE | | 3430 | EMPLOYEE POSTERS/HR | 30.68 | |
| 14216 | 01/07/05 | 203.75 | 001492 | EVERGREEN OIL INC. | | 3431 | HAZ WASTE DISPOSAL | 135.00 | |
| | | | | | | 3432 | HAZ WASTE DISPOSAL | 68.75 | |
| 14217 | 01/07/05 | 147.65 | 001733 | STOODLEY'S SMALL ENGINE SERVIC | 7 | 3433 | REPAIRS/MAINTENANCE | 147.65 | |
| 14218 | 01/07/05 | 23,148.18 | 001762 | COMMUNITY BRIDGES | | 3434 | OCT TRANSITN COSTS | 20,645.12 | |
| | | | | | | 3435 | NOV TRANSITN COSTS | 2,503.06 | |
| 14219 | 01/07/05 | 3,716.55 | 001A | SBC/MCI | | 3488 | DEC PHONE/IT | 92.08 | |
| | | | | | | 3489 | DEC PHONE/IT | 176.87 | |
| | | | | | | 3490 | DEC PHONE/IT | 176.87 | |
| | | | | | | 3491 | DEC PHONES | 1,988.74 | |
| | | | | | | 3492 | DEC PHONES/PT | 254.91 | |
| | | | | | | 3493 | DEC PHONES/PT | 805.19 | |
| | | | | | | 3494 | DEC PHONES/PT | 221.89 | |
| 14220 | 01/07/05 | 412.71 | 002012 | CARTER, H.V. CO. INC. | | 3436 | REPAIRS/MAINTENANCE | 412.71 | |
| 14221 | 01/07/05 | 16.23 | 002063 | COSTCO | | 3437 | LOCAL MEETING EXP | 16.23 | |
| 14222 | 01/07/05 | 962.00 | 002069 | A TOOL SHED. INC. | | 3438 | EQUIPMENT RENTAL | 118.00 | |
| | | | | | | 3439 | EQUIPMENT RENTAL | 844.00 | |
| 14223 | 01/07/05 | 20,055.19 | 002104 | SELF-INSURANCE PLANS | | 3440 | CA W/C FEE ASSESSMNT | 20,055.19 | |
| 14224 | 01/07/05 | 1,152.99 | 002189 | BUS & EQUIPMENT | | 3441 | REV VEH PART/PT 1139 | 1,152.99 | |
| 14225 | 01/07/05 | 2,000.00 | 002267 | SHAW & YODER, INC. | | 3442 | NOV LEGISLATIVE SVCS | 2,000.00 | |
| 14226 | 01/07/05 | 25,507.20 | 002295 | FIRST ALARM | | 3443 | NOV SECURITY | 25,507.20 | |
| 14227 | 01/07/05 | 3,864.44 | 002346 | CHANEY, CAROLYN & ASSOC., INC. | | 3444 | JUL-DEC 04 EXPENSES | 114.44 | |
| | | | | | | 3445 | JAN LEGISLATIVE SVCS | 3,750.00 | |
| 14228 | 01/07/05 | 207.01 | 002459 | SCOTTS VALLEY WATER DISTRICT | | 3446 | 10/11-12/7 KINGS VLG | 28.99 | |
| | | | | | | 3447 | 10/11-12/7 KINGS VLG | 178.02 | |
| 14229 | 01/07/05 | 326.50 | 002707 | PITNEY BOWES CREDIT CORP | | 3448 | 12/30-3/30 RENTAL | 326.50 | |
| 14230 | 01/07/05 | 1,659.69 | 002721 | NEXTEL COMMUNICATIONS | | 3449 | 11/4-12/3 PHONES/PT | 1,469.71 | |
| | | | | | | 3450 | EQUIPMENT/PT | 189.98 | |
| 14231 | 01/07/05 | 387.87 | 020 | ADT SECURITY SERVICES INC. | | 3451 | JAN ALARMS | 387.87 | |
| 14232 | 01/07/05 | 44.10 | 041 | MISSION UNIFORM | | 3452 | NOV UNIF/LAUNDRY PT | 44.10 | |
| 14233 | 01/07/05 | 138.91 | 051 | SANTA CRUZ FIRE EQUIPMENT | 7 | 3453 | FIRE EXT RECHARGE | 138.91 | |
| 14234 | 01/07/05 | 53.53 | 074 | KENVILLE LOCKSMITHS | 7 | 3454 | NOV/DEC LOCKS/KEYS | 53.53 | |
| 14235 | 01/07/05 | 282.29 | 107 | SAN LORENZO LUMBER | | 3455 | REPAIRS/MAINTENANCE | 282.29 | |
| 14236 | 01/07/05 | 570.94 | 135 | SANTA CRUZ AUTO PARTS, INC. | | 3456 | REV VEH PARTS/PT | 570.94 | |
| 14237 | 01/07/05 | 58.02 | 147 | ZEE MEDICAL SERVICE CO. | | 3457 | SAFETY SUPPLIES | 58.02 | |
| 14238 | 01/07/05 | 19.85 | 161 | OCEAN CHEVROLET INC | | 3458 | REV VEH PARTS/PT | 19.85 | |
| 14239 | 01/07/05 | 2,457.60 | 180 | MANPOWER | | 3459 | TEMP/IT W/E 11/28 | 921.60 | |
| | | | | | | 3460 | TEMP/IT W/E 12/5 | 1,536.00 | |
| 14240 | 01/07/05 | 156.96 | 186 | WILSON, GEORGE H., INC. | | 3461 | REPAIRS/MAINTENANCE | 156.96 | |
| 14241 | 01/07/05 | 634.07 | 215 | IKON OFFICE SOLUTIONS | | 3462 | COPIER MAINT/OPS | 634.07 | |
| 14242 | 01/07/05 | 55.77 | 276 | SCOTTS VALLEY SPRINKLER | | 3463 | REPAIRS/MAINTENANCE | 55.77 | |
| 14243 | 01/07/05 | 201.13 | 282 | GRAINGER | | 3464 | LOCKS KEYED ALIKE | 170.69 | |

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CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| | | | | | | 3497 | REV VEH PARTS/PT | 30.44 | |
| 14244 | 01/07/05 | 207.93 | 294 | ANDY'S AUTO SUPPLY | | 3498 | TOOLS/SUPPLIES PT | 207.93 | |
| 14245 | 01/07/05 | 164.36 | 434 | VERIZON WIRELESS-PAGERS | | 3465 | JAN PAGERS | 164.36 | |
| 14246 | 01/07/05 | 59.55 | 436 | WEST PAYMENT CENTER | | 3499 | CA CODE 2005/LGL | 15.17 | |
| | | | | | | 3500 | CA VEH CODE 05/LGL | 44.38 | |
| 14247 | 01/07/05 | 1,150.38 | 455 | PIRACLE | | 3501 | CREATE-A-CHK/MAINT | 1,150.38 | |
| 14248 | 01/07/05 | 1,500.00 | 475 | TRAPEZE SOFTWARE GROUP, INC. | | 3466 | 10/1-12/31 FLT MATE | 750.00 | |
| | | | | | | 3467 | 1/1-1/31 FLEET MATE | 750.00 | |
| 14249 | 01/07/05 | 180.00 | 481 | PIED PIPER EXTERMINATORS, INC. | | 3468 | DEC PEST CONTROL | 180.00 | |
| 14250 | 01/07/05 | 294,173.46 | 502 | CA PUBLIC EMPLOYEES' | | 3469 | JAN MEDICAL INS | 294,173.46 | |
| 14251 | 01/07/05 | 281.98 | 534 | REGENTS OF UNIVERSITY OF CALIF | | 3502 | CA TORT GUIDE UP 04 | 83.89 | |
| | | | | | | 3503 | CA GOVT TORT LIABLT | 108.79 | |
| | | | | | | 3504 | CA MECHANICS LIENS | 89.30 | |
| 14252 | 01/07/05 | 99.59 | 579 | LAB SAFETY SUPPLY, INC. | | 3470 | REFLECTIVE TAPE 91 | 99.59 | |
| 14253 | 01/07/05 | 24,000.00 | 596 | PUBLIC-SECTOR SOLUTIONS, INC. | | 3505 | USL MAINT 1/05-12/05 | 24,000.00 | |
| 14254 | 01/07/05 | 70.00 | 682 | WEISS, AMY L. | 7 | 3471 | PROF SVCS 12/17 | 70.00 | |
| 14255 | 01/07/05 | 9,056.25 | 683 | TRISTAR RISK MANAGEMENT | | 3472 | JAN WC SVC FEE | 9,056.25 | |
| 14256 | 01/07/05 | 9,872.00 | 705 | BUSTICHI CONSTRUCTION, INC. | | 3473 | MODIFY 6 SHELTERS | 8,884.80 | |
| | | | | | | 3474 | MODIFY 6 SHELTERS | 987.20 | |
| 14257 | 01/07/05 | 916.40 | 733 | CLAREMONT BEHAVIORAL SERVICES | | 3475 | JAN EAP PREMIUM | 916.40 | |
| 14258 | 01/07/05 | 392.64 | 801 | LOUIS AND RIPARETTI, INC. | | 3476 | RPR WTC KIOSK ROOF | 392.64 | |
| 14259 | 01/07/05 | 1,193.28 | 845A | BLUE SHIELD OF CALIFORNIA | | 3477 | COBRA PREMIUMS | 1,193.28 | |
| 14260 | 01/07/05 | 490.00 | 852 | LAW OFFICES OF MARIE F. SANG | 7 | 3478 | WORKERS COMP CLAIMS | 154.00 | |
| | | | | | | 3479 | WORKERS COMP CLAIM | 336.00 | |
| 14261 | 01/07/05 | 167.00 | 861 | EMPLOYER RESOURCE INSTITUTE | | 3480 | CA EMP ADVISOR/LEGAL | 167.00 | |
| 14262 | 01/07/05 | 168,364.57 | 904 | RNL DESIGN | | 3481 | REIMBRs EXP TO 10/31 | 2,368.17 | |
| | | | | | | 3482 | PROF SVCS THRU 10/31 | 165,996.40 | |
| 14263 | 01/07/05 | 1,509.20 | 912 | FOLGER GRAPHICS | | 3483 | GRAPH DSGN SVCS/HEAD | 1,509.20 | |
| 14264 | 01/07/05 | 195.00 | 915 | WORKIN.COM, INC. | | 3484 | 12/3-1/2 JOB POST | 195.00 | |
| 14265 | 01/07/05 | 90.76 | E021 | HILTNER, THOMAS | | 3485 | CTC 12/8-12/9 | 90.76 | |
| 14266 | 01/07/05 | 44.00 | E090 | CALLEJAS, LETICIA | | 3486 | DMV/VTT FEES | 44.00 | |
| 14267 | 01/07/05 | 764.00 | R431 | WATSONVILLE COMMUNITY HOSPITAL | | 3487 | 10/18/04 MED CHG | 764.00 | |
| 14268M01 | 01/11/05 | 1,500.00 | 002722 | U.S. POSTAL SERVICE | | 3647 | POSTAGE FOR METER | 1,500.00 | MANUAL |
| | | | | | | | POSTAGE FOR METER | | |
| 14269 | 01/21/05 | 596.18 | 001 | SBC | | 3538 | JAN PHONE/IT | 596.18 | |
| 14270 | 01/21/05 | 82.50 | 001027 | OVERLAND PACIFIC & CUTLER, INC | | 3539 | MB PROF SVCS NOV04 | 82.50 | |
| 14271 | 01/21/05 | 11,422.88 | 001043 | VISION SERVICE PLAN | | 3540 | JAN VISION INSURANCE | 11,422.88 | |
| 14272 | 01/21/05 | 18,101.40 | 001049 | TRANS METRO EXPRESS | | 3541 | NOV 04 PT SVCS | 18,101.40 | |
| 14273 | 01/21/05 | 7,910.81 | 001063 | NEW FLYER INDUSTRIES LIMITED | | 3506 | REV VEH PARTS 558 | 557.70 | |
| | | | | | | 3507 | REV VEH PARTS 34 | 34.01 | |
| | | | | | | 3508 | REV VEH PARTS 5409 | 5,408.64 | |
| | | | | | | 3509 | REV VEH PARTS 1910 | 1,910.46 | |
| 14274 | 01/21/05 | 154.36 | 001064 | MUNICIPAL MAINTENANCE EQUIPMNT | | 3542 | LIGHT SWITCH/FACIL | 154.36 | |
| 14275 | 01/21/05 | 7,268.04 | 001075 | SOQUEL III ASSOCIATES | 7 | 3543 | RESEARCH ADDTL RENT | 2,422.68 | |
| | | | | | | 3544 | RESEARCH ADDTL RENT | 2,422.68 | |
| | | | | | | 3545 | RESEARCH ADDTL RENT | 2,422.68 | |
| 14276 | 01/21/05 | 29.77 | 001112 | BRINKS TROPHY SHOPPE | 7 | 3546 | NAMEPLATE/BOARD | 29.77 | |
| 14277 | 01/21/05 | 804.57 | 001315 | WASTE MANAGEMENT | | 3547 | DEC MT HERMON/KINGS | 43.27 | |
| | | | | | | 3548 | DEC KINGS VILLAGE | 145.23 | |
| | | | | | | 3549 | DEC RESEARCH PARK | 142.37 | |

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CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR NUMBER | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|---------------|------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| | | | | | | 3550 | JAN-MAR LOMOND/HY | 37.98 | |
| | | | | | | 3551 | JAN-MAR AIRPORT/FREE | 435.72 | |
| | | | | | | 3552 | CALL STOP SURVEY | 5,000.00 | |
| 14278 | 01/21/05 | 5,000.00 | 001365 | BORTNICK, ROBERT S. & ASSOC. | 7 | 3510 | REV VEH PARTS | 56.40 | |
| 14279 | 01/21/05 | 56.40 | 001711 | MOHAWK MFG. & SUPPLY CO. | | 3511 | REV VEH PARTS | 573.84 | |
| 14280 | 01/21/05 | 573.84 | 001800 | THERMO KING OF SALINAS, INC | | 3553 | OUT REPAIR PHONES | 75.00 | |
| 14281 | 01/21/05 | 300.00 | 001856 | BAY COMMUNICATIONS | 7 | 3554 | OUT REPAIR PHONES | 225.00 | |
| | | | | | | 3555 | PROF/TECH SVCS | 338.53 | |
| 14282 | 01/21/05 | 338.53 | 002028 | WESTCOAST LEGAL SERVICE | 7 | 3556 | PHOTO PROCESS/OPS | 28.57 | |
| 14283 | 01/21/05 | 59.27 | 002063 | COSTCO | | 3557 | PHOTO PROCESS/OPS | 30.70 | |
| | | | | | | 3558 | EQUIPMENT RENTAL | 302.50 | |
| 14284 | 01/21/05 | 302.50 | 002069 | A TOOL SHED, INC. | | 3559 | JAN MEDICAL | 2,550.00 | |
| 14285 | 01/21/05 | 2,550.00 | 002287 | CALIFORNIA SERVICE EMPLOYEES | | 3560 | DEC SECURITY | 26,545.20 | |
| 14286 | 01/21/05 | 26,545.20 | 002295 | FIRST ALARM | | 3561 | OFFICE SUPPLIES/OPS | 182.12 | |
| 14287 | 01/21/05 | 182.12 | 002389 | DARCO PRINTING | 7 | 3562 | WTC WINDOW CLEANING | 235.00 | |
| 14288 | 01/21/05 | 235.00 | 002448 | CLEAR VIEW, LLC | 0 | 3512 | PART & SUPPLIES | 42.96 | |
| 14289 | 01/21/05 | 1,028.27 | 002504 | TIFCO INDUSTRIES | | 3513 | PARTS & SUPPLIES | 985.31 | |
| | | | | | | 3563 | OCT FINGERPRINTS | 32.00 | |
| 14290 | 01/21/05 | 32.00 | 002567 | DEPARTMENT OF JUSTICE | | 3564 | CMPTN SUPPLIES/IT | 311.85 | |
| 14291 | 01/21/05 | 908.03 | 002627 | CDW GOVERNMENT, INC. | | 3565 | CMPTN SUPPLIES/IT | 596.18 | |
| | | | | | | 3566 | 2 HARD DRIVES/IT 70 | 81.00 | |
| 14292 | 01/21/05 | 81.00 | 002628 | GSH INTELLIGENT INTEGRATED | | 3651 | OUT RPR REV VEH/PT | 519.66 | |
| 14293 | 01/21/05 | 519.66 | 002713 | SANTA CRUZ AUTO TECH, INC. | | 3567 | 12/4-1/3 PHONES/PT | 965.09 | |
| 14294 | 01/21/05 | 1,060.07 | 002721 | NEXTEL COMMUNICATIONS | | 3568 | EQUIPMENT/PT | 94.98 | |
| | | | | | | 3514 | 12/2-12/29 CNG/E RVR | 1,250.76 | |
| 14296 | 01/21/05 | 27,046.18 | 009 | PACIFIC GAS & ELECTRIC | | 3515 | 11/30-12/31 CNG/G RV | 11,019.10 | |
| | | | | | | 3569 | 11/25-12/23 SAKATA | 10.08 | |
| | | | | | | 3570 | 12/1-12/28 RODRIGUEZ | 1,080.98 | |
| | | | | | | 3571 | 12/1-12/28 RODRIGUEZ | 86.70 | |
| | | | | | | 3572 | 12/2-12/29 GOLF CLUB | 1,227.38 | |
| | | | | | | 3573 | 12/2-12/29 GOLF CLUB | 1,434.88 | |
| | | | | | | 3574 | 12/2-12/29 1200 RVR | 1,491.77 | |
| | | | | | | 3575 | 12/2-12/30 111 DUB | 656.99 | |
| | | | | | | 3576 | 12/2-12/30 111 DUB | 1,950.70 | |
| | | | | | | 3577 | 12/2-12/29 1200 RVR | 558.50 | |
| | | | | | | 3578 | 12/2-12/30 370 ENC | 1,711.96 | |
| | | | | | | 3579 | 12/2-12/30 370 ENC | 1,098.51 | |
| | | | | | | 3580 | 12/1-12/29 1122 RVR | 93.02 | |
| | | | | | | 3581 | 12/4-1/4 PACIFIC | 1,138.53 | |
| | | | | | | 3582 | 12/4-1/4 PACIFIC | 482.95 | |
| | | | | | | 3583 | 12/4-1/4 PACIFIC | 325.59 | |
| | | | | | | 3584 | 12/10-1/7 KINGS VLG | 405.85 | |
| | | | | | | 3585 | 12/10-1/7 KINGS VLG | 24.78 | |
| | | | | | | 3586 | 12/14-1/11 PAUL SWT | 74.51 | |
| | | | | | | 3587 | 12/15-1/13 RESEARCH | 237.55 | |
| | | | | | | 3588 | 12/15-1/13 RESEARCH | 685.09 | |
| | | | | | | 3589 | 1/1-3/31 SVCS | 866.40 | |
| 14297 | 01/21/05 | 866.40 | 017 | SUN MICROSYSTEMS, INC. | | 3516 | REV VEH PARTS | 1,129.39 | |
| 14298 | 01/21/05 | 1,129.39 | 018 | SALINAS VALLEY FORD SALES | | 3590 | DEC PRINTING | 700.66 | |
| 14299 | 01/21/05 | 700.66 | 039 | KINKO'S INC. | | 3517 | DEC UNIF/LAUNDRY FLT | 2,346.07 | |
| 14300 | 01/21/05 | 2,921.31 | 041 | MISSION UNIFORM | | | | | |

5-2.4

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|--------------------|---------------|-------------------------|--------------------|---------|
| | | | | | | 3591 | DEC UNIF/LAUNDRY PT | 44.10 | |
| | | | | | | 3592 | DEC UNIFORMS/LAUNDRY | 531.14 | |
| 14301 | 01/21/05 | 184.58 | 042 | ORCHARD SUPPLY HARDWARE | | 3593 | REPAIRS/MAINT/UNIF | 184.58 | |
| 14302 | 01/21/05 | 3,154.07 | 043 | PALACE ART & OFFICE SUPPLY | | 3594 | OFFICE SUPPLIES | 3,154.07 | |
| 14303 | 01/21/05 | 442.90 | 067 | ROTO-ROOTER | | 3595 | OUT REPAIR BLDGS/IMP | 146.45 | |
| | | | | | | 3596 | OUT REPAIR BLDGS/IMP | 296.45 | |
| 14304 | 01/21/05 | 15,141.80 | 079 | SANTA CRUZ MUNICIPAL UTILITIES | | 3597 | 10/28-12/27 PACIFIC | 154.36 | |
| | | | | | | 3598 | 10/28-12/27 PACIFIC | 4,371.32 | |
| | | | | | | 3599 | 10/26-12/28 GOLF CLB | 1,653.52 | |
| | | | | | | 3600 | 10/26-12/28 370 ENC | 139.40 | |
| | | | | | | 3601 | 10/26-12/28 370 ENC | 1,745.80 | |
| | | | | | | 3602 | 10/26-12/28 1200 RVR | 5,696.80 | |
| | | | | | | 3603 | 10/26-12/28 111 DUB | 1,380.60 | |
| 14305 | 01/21/05 | 1,870.39 | 080A | STATE BOARD OF EQUALIZATION | | 3604 | OCT-DEC FUEL TAX | 1,870.39 | |
| 14306 | 01/21/05 | 44.85 | 080B | STATE BOARD OF EQUALIZATION | | 3605 | 2004 STOR TANK FEE | 44.85 | |
| 14307 | 01/21/05 | 435.72 | 083 | THYSSENKRUPP ELEVATOR | | 3606 | JAN-MAR ELEV SVC | 435.72 | |
| 14308 | 01/21/05 | 13,453.13 | 085 | DIXON & SON TIRE, INC. | | 3518 | DEC TIRES/TUBES FLT | 5,589.08 | |
| | | | | | | 3519 | DEC TIRES/TUBES FLT | 5,948.97 | |
| | | | | | | 3520 | OUT RPR REV VEH FLT | 453.82 | |
| | | | | | | 3607 | NOV/DEC TIRES PT | 1,461.26 | |
| 14309 | 01/21/05 | 69.61 | 115 | SNAP-ON INDUSTRIAL | | 3521 | COOLING SYSTM TESTER | 69.61 | |
| 14310 | 01/21/05 | 114.87 | 117 | GILLIG CORPORATION | | 3522 | REV VEH PARTS FLT | 114.87 | |
| 14311 | 01/21/05 | 111.39 | 122 | SCMTD PETTY CASH - OPS | | 3608 | PETTY CASH/OPS | 111.39 | |
| 14312 | 01/21/05 | 93.86 | 130 | CITY OF WATSONVILLE UTILITIES | | 3609 | 12/1-1/1 SAKATA | 13.45 | |
| | | | | | | 3610 | 12/1-101 RODRIGUEZ | 9.50 | |
| | | | | | | 3611 | 12/1-1/3 SAKATA | 70.91 | |
| 14313 | 01/21/05 | 2,951.50 | 134 | DAY WIRELESS SYSTEMS | | 3523 | DEC/JAN OUT RPR EQP | 2,951.50 | |
| 14314 | 01/21/05 | 937.54 | 135 | SANTA CRUZ AUTO PARTS, INC. | | 3612 | REV VEH PARTS/PT | 937.54 | |
| 14315 | 01/21/05 | 114.74 | 147 | ZEE MEDICAL SERVICE CO. | | 3613 | SAFETY SUPPLIES | 114.74 | |
| 14316 | 01/21/05 | 1,287.20 | 148 | ZEP MANUFACTURING COMPANY | | 3524 | CLEANING SUPPLY FLT | 1,287.20 | |
| 14317 | 01/21/05 | 297.02 | 149 | SANTA CRUZ SENTINEL | | 3614 | DEC ADVERTISING | 297.02 | |
| 14318 | 01/21/05 | 5,546.20 | 156 | PRINT GALLERY, THE | | 3615 | PRINT ROUTE STICKERS | 5,546.20 | |
| 14319 | 01/21/05 | 1,330.06 | 161 | OCEAN CHEVROLET INC | | 3616 | REV VEH PARTS/PT | 1,330.06 | |
| 14320 | 01/21/05 | 1,435.20 | 166 | HOSE SHOP, THE | | 3525 | REV VEH PARTS/SUPPLY | 1,435.20 | |
| 14321 | 01/21/05 | 223.54 | 170 | TOWNSEND'S AUTO PARTS | | 3526 | PARTS & SUPPLIES | 223.54 | |
| 14322 | 01/21/05 | 3,686.40 | 180 | MANPOWER | | 3617 | TEMP/IT W/E 12/12 | 1,536.00 | |
| | | | | | | 3618 | TEMP/IT W/E 12/19 | 1,536.00 | |
| | | | | | | 3619 | TEMP/IT W/E 12/26 | 614.40 | |
| 14323 | 01/21/05 | 602.23 | 187 | POLAR RADIATOR SERVICE INC | | 3527 | OUT REPAIR EQUIP | 602.23 | |
| 14324 | 01/21/05 | 1,807.73 | 191 | GOLDEN GATE PETROLEUM | | 3528 | DEC OIL FLEET | 1,807.73 | |
| 14325 | 01/21/05 | 202.47 | 192 | ALWAYS UNDER PRESSURE | | 3620 | PARTS/STEAM CLEANER | 202.47 | |
| 14326 | 01/21/05 | 779.40 | 215A | IKON FINANCIAL SERVICES | | 3621 | 1/26-4/25 COPIER/OPS | 779.40 | |
| 14327 | 01/21/05 | 135.88 | 260 | SANTA CRUZ GLASS CO., INC. | | 3622 | RPLCE WINDOW GASKET | 135.88 | |
| 14328 | 01/21/05 | 120.00 | 271 | CARLSON, BRENT D., M.D., INC. | 7 | 3623 | DEC/JAN DRUG TESTING | 120.00 | |
| 14329 | 01/21/05 | 407.36 | 282 | GRAINGER | | 3529 | REV VEH PARTS | 87.81 | |
| | | | | | | 3624 | DUCT TAPE/FACIL | 319.55 | |
| 14330 | 01/21/05 | 96.56 | 288 | MUNCIE TRANSIT SUPPLY | | 3530 | REV VEH PARTS/SUPPLY | 96.56 | |
| 14331 | 01/21/05 | 518.89 | 294 | ANDY'S AUTO SUPPLY | | 3531 | REV VEH PARTS FLEET | 453.62 | |
| 14332 | 01/21/05 | 153.00 | 367 | COMMUNITY TELEVISION OF | | 3625 | REV VEH PARTS/PT | 65.27 | |
| | | | | | | 3626 | TV COVERAG 12/17 MTG | 153.00 | |

5-2-5

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 14333 | 01/21/05 | 443.75 | 395 | APPLIED GRAPHICS, INC. | | 3627 | BUSINESS CARDS/OPS | 443.75 | |
| 14334 | 01/21/05 | 37.29 | 405 | JOHN'S ELECTRIC MOTOR SVC | 7 | 3628 | BUS WASHER PART | 37.29 | |
| 14335 | 01/21/05 | 18.76 | 418 | COUNTY OF SANTA CRUZ | | 3532 | NOV & DEC CNG | 18.76 | |
| 14336 | 01/21/05 | 744.00 | 432 | EXPRESS PERSONNEL SERVICES | | 3533 | TEMP W/E 12/26 | 744.00 | |
| 14337 | 01/21/05 | 136.23 | 436 | WEST PAYMENT CENTER | | 3629 | CA CIVL RULES 05/LGL | 55.21 | |
| | | | | | | 3630 | DEC ACCESS CHGS | 81.02 | |
| 14338 | 01/21/05 | 379.08 | 448 | UNISOURCE | | 3631 | COPY PAPER/PT | 379.08 | |
| 14339 | 01/21/05 | 1,530.38 | 455 | PIRACLE | | 3649 | CREATE-A-CHK/MAINT | 1,530.38 | |
| 14340 | 01/21/05 | 150.00 | 478 | BEE CLENE | 0 | 3632 | CUSTODIAL SVCS/CRPTS | 150.00 | |
| 14341 | 01/21/05 | 4,719.69 | 480 | DIESEL MARINE ELECTRIC, INC. | | 3534 | REV VEH PARTS | 1,136.62 | |
| | | | | | | 3535 | REV VEH PARTS | 3,583.07 | |
| 14342 | 01/21/05 | 141.00 | 481 | PIED PIPER EXTERMINATORS, INC. | | 3633 | STORTIES/MET/CHINA | 141.00 | |
| 14343 | 01/21/05 | 191.92 | 510 | ASCOM HASLER LEASING | | 3634 | FEB EQUIP RENTAL | 191.92 | |
| 14344 | 01/21/05 | 2,639.83 | 664 | BAY COUNTIES PITCOCK PETROLEUM | | 3536 | ENGINE OIL/DUB | 2,639.83 | |
| 14345 | 01/21/05 | 538.78 | 851 | I.M.P.A.C. GOVERNMENT SERVICES | | 3635 | 4055019201231222 | 538.78 | |
| 14346 | 01/21/05 | 182.00 | 852 | LAW OFFICES OF MARIE F. SANG | 7 | 3636 | WORKERS COMP CLAIM | 182.00 | |
| 14347 | 01/21/05 | 103.86 | 856 | ANGI INTERNATIONAL LLC | | 3637 | CNG PARTS | 103.86 | |
| 14348 | 01/21/05 | 42,480.92 | 875 | PACIFICARE DENTAL | | 3638 | JAN DENTAL | 42,480.92 | |
| 14349 | 01/21/05 | 1,353.00 | 876 | ATCHISON, BARISONE, CONDOTTI & | | 3650 | LEGAL SVCS/SAKATA | 1,353.00 | |
| 14350 | 01/21/05 | 185.00 | 884 | UNITED STATES POSTAL SERVICE | | 3639 | POSTAGE/OPS | 185.00 | |
| 14351 | 01/21/05 | 375.00 | 909 | CLASSIC GRAPHICS | | 3537 | OUT REPAIR REV VEH | 375.00 | |
| 14352 | 01/21/05 | 627.00 | 950 | PARADISE LANDSCAPE | 7 | 3640 | JAN MAINTENANCE | 627.00 | |
| 14353 | 01/21/05 | 71,587.76 | 975 | TRISTAR RISK MANAGEMENT NO. 2 | | 3641 | DEC TRUST ACCOUNT | 71,587.76 | |
| 14354 | 01/21/05 | 768.10 | 990 | CIDDIO-MORRIS ASSOCIATES | | 3642 | WORKERS COMP | 768.10 | |
| 14355 | 01/21/05 | 10.00 | E186 | FLYNN, CHRISTINA | | 3643 | VTT FEES | 10.00 | |
| 14356 | 01/21/05 | 35.85 | E346 | BRONDSTATTER, WALLY | | 3644 | OFFICE SUPPLIES/PT | 35.85 | |
| 14357 | 01/21/05 | 10.00 | E520 | MUNIZ, ARTHUR | | 3645 | VTT FEES | 10.00 | |
| 14358 | 01/21/05 | 831.82 | R432 | CONNELL, JR., JAMES | | 3646 | SETTLEMENT CLAIM | 831.82 | |
| 14359 | 01/28/05 | 10,808.88 | 001075 | SOQUEL III ASSOCIATES | 7 | 9000266 | RESEARCH PARK RENT | 10,808.88 | |
| 14360 | 01/28/05 | 1,500.00 | 001090 | BLUE DOLPHIN CAFE | 7 | 3652 | JAN CUSTODIAL SVCS | 1,500.00 | |
| 14361 | 01/28/05 | 1,407.05 | 001119 | MACERICH PARTNERSHIP LP | 7 | 9000267 | CAPITOLA MALL RENT | 1,407.05 | |
| 14362 | 01/28/05 | 37.98 | 001315 | WASTE MANAGEMENT | | 3653 | JAN-MAR BIG BASIN/HY | 37.98 | |
| 14363 | 01/28/05 | 31,581.00 | 002116 | HINSHAW, EDWARD & BARBARA | 7 | 9000268 | 120 DUBOIS RENT | 6,435.77 | |
| | | | | | | 9000269 | 370 ENCINAL RENT | 25,145.23 | |
| 14364 | 01/28/05 | 13,794.22 | 002117 | IULIANO, NICK | 7 | 9000270 | 111 DUBOIS RENT | 10,794.22 | |
| | | | | | | 9000271 | 115 DUBOIS RENT | 3,000.00 | |
| 14365 | 01/28/05 | 3,109.00 | 080 | STATE BOARD OF EQUALIZATION | | 3654 | OCT-DEC USE TAX | 3,109.00 | |
| 14366 | 01/28/05 | 2,446.19 | 110 | JESSICA GROCERY STORE, INC. | | 3655 | JAN CUSTODIAN SVCS | 2,446.19 | |
| 14367 | 01/28/05 | 900.00 | 840 | BOUCHARD, BRENT | 7 | 9000272 | VERNON ST RENT | 900.00 | |
| 14368 | 01/28/05 | 206.95 | E520 | MUNIZ, ARTHUR | | 3656 | MED PREM PP3 | 206.95 | |
| 14369 | 01/28/05 | 229.97 | M003 | WYANT, JUDI | | 9000273 | MED INS PREM REIMB | 229.97 | |
| 14370 | 01/28/05 | 254.52 | M005 | ROSS, EMERY | | 9000274 | MED INS PREM REIMB | 254.52 | |
| 14371 | 01/28/05 | 321.96 | M006 | VAN DER ZANDE, ED | | 9000275 | MED INS PREM REIMB | 321.96 | |
| 14372 | 01/28/05 | 750.34 | M007 | BLAIR-ALWARD, GREGORY | | 9000276 | MED INS PREM REIMB | 750.34 | |
| 14373 | 01/28/05 | 1,075.65 | M009 | FREEMAN, MARY | | 9000277 | MED INS PREM REIMB | 1,075.65 | |
| 14374 | 01/28/05 | 364.49 | M010 | SHORT, SLOAN | | 9000278 | MED INS PREM REIMB | 364.49 | |
| 14375 | 01/28/05 | 184.57 | M016 | HICKLIN, DONALD KENT | | 9000279 | MED INS PREM REIMB | 184.57 | |
| 14376 | 01/28/05 | 413.09 | M022 | CAPELLA, KATHLEEN | | 9000280 | MED INS PREM REIMB | 413.09 | |
| 14377 | 01/28/05 | 179.92 | M024 | DOBBS, GLENN | | 9000281 | MED INS PREM REIMB | 179.92 | |
| 14378 | 01/28/05 | 150.34 | M056 | CRUISE, RICHARD | | 9000282 | MED INS PREM REIMB | 150.34 | |

5-2.6

Santa Cruz METRO January 2005 Ridership Report

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

| ROUTE | REVENUE | RIDERSHIP | UC | | UC Staff | | S/D | | S/D | | Cabrillo | Bike | Passes/
Free Rides |
|--------------|----------------------|----------------|----------------|--|---------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|-----------------------|
| | | | Student | | Faculty | Day Pass | Riders | W/C | Day Pass | | | | |
| 10 | \$ 1,696.82 | 34,633 | 30,467 | | 2,040 | 23 | 32 | 19 | 6 | 52 | 439 | 1,022 | |
| 13 | \$ 692.96 | 14,619 | 12,938 | | 830 | 9 | 14 | 4 | 7 | 8 | 234 | 403 | |
| 15 | \$ 2,121.53 | 40,776 | 35,798 | | 2,412 | 18 | 46 | 18 | 9 | 48 | 717 | 1,184 | |
| 16 | \$ 6,171.05 | 99,480 | 88,027 | | 4,624 | 56 | 123 | 56 | 15 | 83 | 1,611 | 2,917 | |
| 19 | \$ 1,782.16 | 28,223 | 24,636 | | 1,358 | 17 | 60 | 9 | 23 | 31 | 499 | 1,086 | |
| 3B | \$ 1,562.39 | 3,134 | 353 | | 50 | 30 | 86 | 9 | 24 | 24 | 78 | 1,655 | |
| 4 | \$ 1,226.45 | 4,752 | 393 | | 60 | 14 | 172 | 44 | 35 | 17 | 76 | 3,168 | |
| 7 | \$ 546.29 | 1,299 | 135 | | 44 | 13 | 52 | 8 | 27 | 19 | 13 | 770 | |
| 7N | \$ 1,222.12 | 2,326 | 553 | | 112 | - | 49 | 5 | - | 18 | 129 | 851 | |
| 9 | \$ 266.46 | 544 | 55 | | 3 | 8 | 1 | - | 1 | - | 15 | 324 | |
| 12A | \$ 328.80 | 5,193 | 4,590 | | 280 | 8 | 4 | 7 | 1 | 6 | 81 | 124 | |
| 12B | \$ 266.84 | 5,276 | 4,640 | | 316 | 4 | 3 | 4 | 2 | 4 | 75 | 145 | |
| 20 | \$ 2,095.01 | 20,476 | 16,905 | | 779 | 33 | 73 | 8 | 6 | 60 | 274 | 1,329 | |
| 31 | \$ 1,244.22 | 1,936 | 99 | | 50 | 12 | 12 | 16 | 7 | 32 | 47 | 957 | |
| 32 | \$ 580.25 | 840 | 20 | | 9 | 3 | 14 | 9 | 1 | 4 | 19 | 426 | |
| 33 | \$ 265.10 | 522 | - | | 1 | 2 | 8 | - | - | 1 | 2 | 369 | |
| 34 | \$ 117.60 | 205 | 1 | | - | - | - | - | - | - | 1 | 129 | |
| 35 | \$ 24,637.50 | 38,137 | 1,007 | | 403 | 278 | 639 | 108 | 185 | 261 | 1,244 | 20,910 | |
| 40 | \$ 1,424.01 | 1,755 | 143 | | 14 | 45 | 33 | 1 | 7 | 14 | 33 | 748 | |
| 41 | \$ 914.63 | 1,616 | 252 | | 164 | 5 | 19 | 1 | 7 | 3 | 111 | 606 | |
| 42 | \$ 1,003.98 | 1,312 | 156 | | 78 | 5 | 40 | 1 | 6 | 5 | 80 | 405 | |
| 53 | \$ 580.25 | 1,128 | 8 | | 9 | 4 | 67 | 55 | 15 | 5 | 12 | 698 | |
| 54 | \$ 500.76 | 882 | 11 | | 5 | 4 | 22 | 13 | 3 | 14 | 26 | 511 | |
| 55 | \$ 1,225.14 | 2,722 | 36 | | 20 | 22 | 98 | 54 | 24 | 282 | 33 | 1,606 | |
| 56 | \$ 385.62 | 746 | 6 | | 3 | 3 | 14 | 4 | 15 | 76 | 10 | 405 | |
| 66 | \$ 10,757.33 | 16,634 | 1,258 | | 468 | 170 | 572 | 150 | 100 | 151 | 430 | 7,815 | |
| 68 | \$ 6,191.29 | 10,952 | 1,284 | | 414 | 142 | 322 | 72 | 61 | 109 | 279 | 5,191 | |
| 69 | \$ 5,919.25 | 10,809 | 1,533 | | 528 | 54 | 353 | 72 | 55 | 123 | 263 | 4,680 | |
| 69A | \$ 16,262.65 | 22,358 | 1,649 | | 574 | 169 | 787 | 200 | 119 | 169 | 546 | 9,158 | |
| 69N | \$ 1,146.65 | 2,527 | 548 | | 92 | 1 | 42 | 6 | - | 44 | 97 | 1,080 | |
| 69W | \$ 17,404.79 | 24,178 | 1,737 | | 622 | 156 | 695 | 187 | 146 | 630 | 623 | 9,825 | |
| 70 | \$ 2,664.58 | 4,489 | 168 | | 59 | 47 | 103 | 29 | 30 | 449 | 118 | 2,129 | |
| 71 | \$ 49,365.01 | 62,838 | 2,557 | | 1,138 | 443 | 2,188 | 235 | 340 | 1,400 | 1,705 | 24,959 | |
| 72 | \$ 2,939.58 | 3,159 | 12 | | 17 | 35 | 139 | 17 | 24 | 51 | 20 | 1,187 | |
| 74 | \$ 2,242.59 | 2,347 | 11 | | 14 | 28 | 127 | 6 | 9 | 3 | 24 | 848 | |
| 75 | \$ 5,805.19 | 6,197 | 19 | | 24 | 70 | 274 | 16 | 32 | 56 | 100 | 2,376 | |
| 76 | \$ 820.25 | 938 | 1 | | 9 | 9 | 56 | 2 | 11 | 1 | 11 | 373 | |
| 79 | \$ 1,186.04 | 1,471 | 16 | | 7 | 15 | 162 | 79 | 40 | 11 | 5 | 669 | |
| 88 | \$ 22.25 | 3,904 | 7 | | 3 | - | 2 | - | 1 | 3 | 2 | 183 | |
| 91 | \$ 3,185.77 | 4,045 | 133 | | 126 | 60 | 59 | 7 | 19 | 223 | 143 | 1,430 | |
| Unknown | \$ 169.27 | 178 | - | | 24 | 28 | - | - | 7 | - | 3 | 4 | |
| TOTAL | \$ 179,096.07 | 491,500 | 233,791 | | 17,864 | 2,045 | 7,566 | 1,533 | 1,420 | 4,497 | 10,249 | 114,777 | |

| ROUTE | REVENUE | RIDERSHIP | VTA/SC | 17 | | S/D | ECO | | Monthly
Pass | | |
|-------|--------------|-----------|----------|----------|----------|--------|-----|-------|-----------------|------|-------|
| | | | Day Pass | CalTrain | Day Pass | Riders | W/C | METRO | | Pass | |
| 17 | \$ 28,251.21 | 14,566 | 22 | 79 | 95 | 821 | 28 | 3,131 | 107 | 711 | 7,205 |

| RIDERSHIP | |
|--------------|--------------|
| Night Owl | 3,948 |
| - | - |
| - | - |
| TOTAL | 3,948 |

| | |
|-------------------|---------------|
| January Ridership | 510,014 |
| January Revenue | \$ 207,642.57 |

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR COAST COMMERCIAL BANK

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

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|-----------------------|-------------|---------------|-------------------------|--------------------|--------------|
| 14379 | 01/28/05 | 39.86 | M057 | PARHAM, WALLACE | | 9000283 | MED INS PREM REIMB | 39.86 | |
| 14380 | 01/28/05 | 39.86 | M058 | POTEETE, BEVERLY | | 9000284 | MED INS PREM REIMB | 39.86 | |
| TOTAL | | 1,146,299.59 | | COAST COMMERCIAL BANK | | | TOTAL CHECKS | 203 | 1,146,299.59 |

S-2.7

BUS OPERATOR LIFT TEST *PULL-OUT*

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

S-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JANUARY 2005

| BUS # | DATE | DAY | REASON |
|--------|--------|-----------|--|
| 2226CN | 28-Jan | FRIDAY | Warning beeper for kneel not working |
| 2405GO | 28-Jan | FRIDAY | Rear hydrolic on lift leaking oil at the seal |
| 8077F | 5-Jan | WEDNESDAY | Lift does not always go down/Kneel bell not working |
| 8081F | 10-Jan | MONDAY | Doesn't stay kneeled |
| 9802G | 26-Jan | WEDNESDAY | Ramp moving very slowly, both up and down |
| 9802LF | 26-Jan | WEDNESDAY | Ramp moving very slowly, both up and down |
| 9811LF | 3-Jan | MONDAY | Ramp deploy/stow not working |
| 9821LF | 16-Jan | THURSDAY | Intermittent lift problem |
| 9825LF | 18-Jan | TUESDAY | Lift catches 2 inches from stow, must step on to completely stow |

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

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

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

| 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 |

S-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: [REDACTED] Received: 01/27/05 Claim #: 05-0005
Date of Incident: 12/06/04 Occurrence Report No.: MISC 05-01

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 1-28-05

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 February 25, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

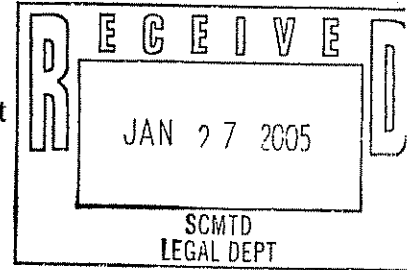
MG/lg
Attachment(s)

5-4.1

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 05-0005



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: [REDACTED]

Claimant's Address/Post Office Box: [REDACTED]
SANTA CRUZ, CA 95062

2. Claimant's Phone Number: [REDACTED]
Address to which notices are to be sent: same

3. Occurrence: _____

Date: 12/6/04 Time: 2:50 P Place: SOQUEL DRIVE / PARK AVENUE
Circumstances of occurrence or transaction giving rise to claim: BUS ROUTE 69W
DRIVER SUDDENLY STOPPED IN #1 LANE NORTHBOUND SOQUEL
DRIVE NEAR INTERSECTION WITH PARK AVENUE AND NOTIFIED ME
THAT REAR END OF MY BICYCLE HAD FALLEN OUT OF RACK.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: BENT REAR WHEEL, TORN TIRE AND TUBE

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

6. Amount claimed now \$ 94.49
Estimated amount of future loss, if known \$ 0.00
TOTAL \$ 94.49

7. Basis of above computations: see attached

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

1/21/05
DATE

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

5-4.2

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

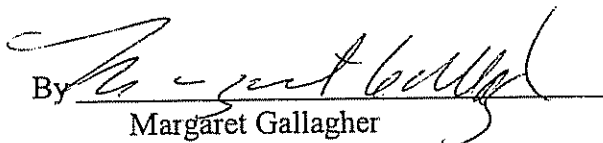
FROM: District Counsel

RE: Claim of: Espinoza, Mario
Date of Incident: 01/31/05

Received: 02/01/05 Claim #: 05-0006
Occurrence Report No.: SC 01-05-20

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
DISTRICT COUNSEL

Date: 2-2-05

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 February 25, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

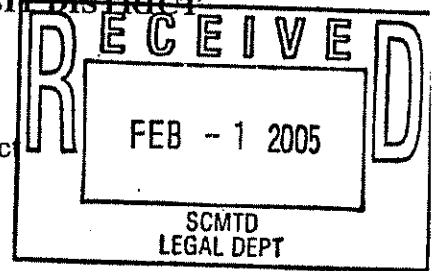
Date: _____

MG/lg
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 05-0006



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District
ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: MARIO R. ESPINOZA

Claimant's Address/Post Office Box: 289 DUTCHMAN RD
WATSONVILLE, CA 95076

Claimant's Phone Number: 722-3780

2. Address to which notices are to be sent: 289 DUTCHMAN RD
WATSONVILLE, CA 95076

3. Occurrence: BUS backed into my motorcycle in BUS YARD

Date: 1-31-05 Time: 6:00 AM Place: SANTA CRUZ OPERATIONS
Circumstances of occurrence or transaction giving rise to claim: BUS DRIVER DID NOT TAKE PROPER ACTIONS BY HAVING SOMEONE HELP HIM BACK UP HIS BUS.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: FRONT FENDER ON MOTORCYCLE IS BENT, RIGHT SIDE OF MOTORCYCLE IS SCRATCHED ON A FEW PLACES NEAR GAS TANK, NEW MOTORCYCLE COVER HAS A HOLE. - NEED TO TAKE INTO SHOP TO HAVE FURTHER DAMAGE (INTERNAL) INSPECTED.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: ROSALDO RAMOS - BUS OPERATOR

6. Amount claimed now \$ 5,000.00 *
Estimated amount of future loss, if known \$
TOTAL \$ 5,000.00 *

7. Basis of above computations: * THIS IS AN UNKNOWN ESTIMATE AT THIS TIME. I WILL TAKE MY MOTORCYCLE IN TODAY (2-1-05) TO HAVE ACTUAL ESTIMATE CALCULATED. IT MAY BE MORE BASED ON THEIR ESTIMATE.

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

2-1-05
DATE

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

5-4.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Kerr, Dean
Date of Incident: 1/10/05

Received: 1/31/05 Claim #: 05-0007
Occurrence Report No.: PC 01-05-01

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: 2/02/05

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 February 25, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.5

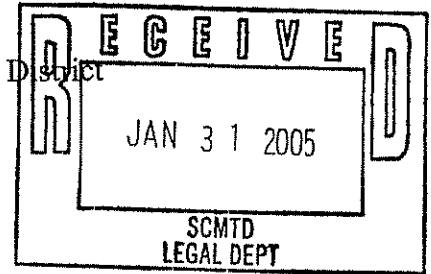
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # PL0105-01
05-0007

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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



1. Claimant's Name: Dean Morse Kerr
- Claimant's Address/Post Office Box: 1860 Via Pacifica #1213
Aptos, Ca. 95003
- Claimant's Phone Number: 831 685-3943
2. Address to which notices are to be sent: Same as above
3. Occurrence: 1-10-05 Miguel Escarcega driving Metro Paravan
backed into Left front side of my 2002 Hyundi Accent
Date: 1-10-05 Time: 1545 Place: 1860 Via Pacifica Driveway
Circumstances of occurrence or transaction giving rise to claim: My car was parked
in the handicap space facing the office & community building of
Via Pacific Gardens. Miguel Escarcega driving a Santa Cruz Metro
Para Trans van backing up, backed into the left front fender of
my 2002 Hyundi causing extensive damage to front bumper, fender etc.
4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as
is known: See attached estimate by 2 different Body Shops
5. Name or names of public employees or employees causing injury, damage, or loss, if
known: Miguel Escarcega
6. Amount claimed now \$ 1182.19
Estimated amount of future loss, if known plus \$ _____
TOTAL car rent \$ _____
7. Basis of above computations: Body Shop Estimates

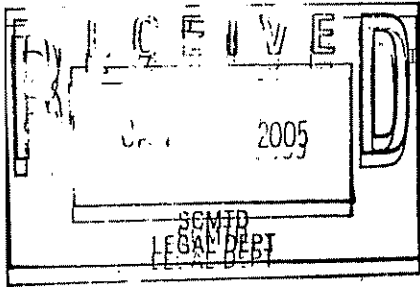
Dean Morse Kerr 1-27-05
Dean M. Kerr DATE
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

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

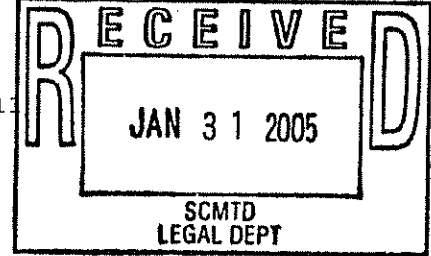
5-4.6

01/11/2005 at 10:53 AM
13013

Job Number:



WATSONVILLE AUTO BODY
License #:AM225472 Federal ID #:33102951
107 Airport Blvd
Freedom, CA 95019
(831)724-1500 Fax: (831)722-7452



PRELIMINARY ESTIMATE

Written By: P. RUBEN
Adjuster:

PLD/05-01

Insured: DEAN KERR
Owner: DEAN KERR
Address: 1860 VIA PACIFICA 1213
APTOS, CA 95003
Day: (831)685-3943

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Inspect
Location:

Insurance OTHER
Company:

Days to Repair

2002 HYUN ACCENT GL 4-1.6L-FI 4D SED WHITE Int:

VIN: KMHCG45C32U322772 Lic: P0058 CA Prod Date: 11/2001 Odometer:
Air Conditioning Rear Defogger Intermittent Wipers
Body Side Moldings Dual Mirrors Clear Coat Paint
Power Steering Power Brakes Driver Air Bag
Passenger Air Bag Cloth Seats Bucket Seats
Recline/Lounge Seats Automatic Transmission

| NO. | OP. | DESCRIPTION | QTY | EXT. | PRICE | LABOR | PAINT |
|---------------|------|----------------------------|-----|--------|--------|-------|-------|
| 1 | | FRONT BUMPER | | | | | |
| 2 | R&I | R&I bumper cover | | | | 1.7 | |
| 3* | Rpr | Bumper cover w/o fog lamps | | | | 0.5 | 2.8 |
| 4 | | Add for Clear Coat | | | | | 1.1 |
| 5 | | FRONT LAMPS | | | | | |
| 6 | Repl | LT Headlamp assy | 1 | 212.65 | | 0.4 | |
| 7 | | Aim headlamps | | | | 0.4 | |
| 8 | | FENDER | | | | | |
| 9* | Rpr | LT Fender w/o wide mldg | | | | 2.5 | 1.8 |
| 10 | | Add for Clear Coat | | | | | 0.7 |
| 11# | | COVER CAR | 1 | 5.00 T | | 0.2 | |
| 12# | Rpr | COLOR TINT | | | | 0.5 | |
| 13# | | HAZARDOUS WASTE DISPOSAL | 1 | 4.50 X | | | |
| Subtotals ==> | | | | | 222.15 | 6.2 | 6.4 |

5-4.7

01/11/2005 at 10:53 AM
13013

Job Number

PRELIMINARY ESTIMATE

2002 HYUN ACCENT GL 4-1.6L-FI 4D SED WHITE Int:

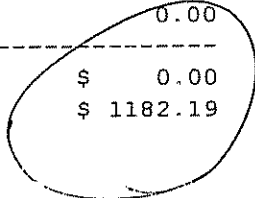
| | | |
|----------------|-----------------------|--------|
| Parts | | 212.65 |
| Body Labor | 6.2 hrs @ \$ 60.00/hr | 372.00 |
| Paint Labor | 6.4 hrs @ \$ 60.00/hr | 384.00 |
| Paint Supplies | 6.4 hrs @ \$ 27.00/hr | 172.80 |
| Sublet/Misc. | | 9.50 |

| | |
|-----------|---------------------------|
| ----- | |
| SUBTOTAL | \$ 1150.95 |
| Sales Tax | \$ 390.45 @ 8.0000% 31.24 |
| ----- | |

GRAND TOTAL : \$ 1182.19

ADJUSTMENTS:

| | |
|---------------|------------|
| Deductible | 0.00 |
| ----- | |
| CUSTOMER PAY | \$ 0.00 |
| INSURANCE PAY | \$ 1182.19 |



THIS ESTIMATE WAS MADE AT THE OWNERS REQUEST

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART A=APPROXIMATE PRICE LABOR TYPES: B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS PATHWAYS: ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NAGS=NATIONAL AUTO GLASS SPECIFICATIONS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL RECY=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED] **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE. MQVP=MANUFACTURER'S QUALIFICATION AND VALIDATION PROGRAM.

THIS ESTIMATE DOES NOT INCLUDE CAR RENTAL EXPENSES FOR APPROXIMATELY 4 TO 5 DAYS.

5-4.8

Date: 1/12/2005 12:41 PM
 Estimate ID: 5922
 Estimate Version: 0
 Preliminary
 Profile ID: FREEDOM BODY SHOP

Freedom Body Shop

1701 FREEDOM BOULEVARD FREEDOM, CA 95019
 (831) 724-8053
 Fax: (831) 724-4504
 Tax ID: 77-0353315

Damage Assessed By: TONY CHAVEZ

Condition Code: Fair
 Deductible: UNKNOWN

Insured: DEAN KERR
 Address: 1860 VIA PACIFICA APT.#1213 APTOS, CA 95003
 Telephone: Home Phone: (831) 685-3943

Mitchell Service: 914723

Description: 2002 Hyundai Accent GL
 Body Style: 4D Sed
 VIN: KMHCG45C32U322772
 OEM/ALT: O
 Color: WHITE
 Options: ALUM/ALLOY WHEELS, AIR CONDITIONING, POWER STEERING, POWER WINDOWS
 POWER DOOR LOCKS, TILT STEERING WHEEL, CRUISE CONTROL, ELECTRIC DEFOGGER
 AUTOMATIC TRANSMISSION, AM-FM STEREO/CDPLAYER(SINGLE)

Drive Train: 1.6L Inj 4 Cyl 4A FWD
 License: P0058 CA
 Search Code: C320075

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/ Part Number | Dollar Amount | Labor Units |
|-----------|--------------|------------|----------------|---------------------------------|------------------------|---------------|-------------|
| 1 | 400035 | BDY | OVERHAUL | FRT COVER ASSY | | | 2.5 # |
| 2 | 400038 | BDY | REPAIR | FRT BUMPER COVER | Existing | | 2.0* # |
| 3 | AUTO | REF | REFINISH | FRT BUMPER COVER | | | C 2.1 |
| 4 | 400072 | BDY | CHECK/ADJUST | HEADLAMPS | | | 0.4 |
| 5 | 400076 | BDY | REMOVE/REPLACE | L FRT COMBINATION LAMP ASSEMBLY | 92101-25050 | 212.65 | INC |
| 6 | 400221 | BDY | REPAIR | L FENDER PANEL | Existing | | 1.5* # |
| 7 | AUTO | REF | REFINISH | L FENDER OUTSIDE | | | C 2.0 |
| 8 | 402338 | BDY | REMOVE/INSTALL | L LWR FENDER SIDE MLDG | | | 0.2 |
| 9 | 936014 | | ADD'L COST | FLEX ADDITIVE | | 7.00* | |
| 10 | AUTO | REF | ADD'L OPR | CLEAR COAT | | | 1.2 |
| 11 | 933003 | REF | ADD'L OPR | TINT COLOR | | | 0.5* |
| 12 | 933018 | REF | ADD'L OPR | MASK FOR OVERSPRAY | | 5.00* | 0.1* |
| 13 | AUTO | | ADD'L COST | PAINT/MATERIALS | | 139.20* | |
| 14 | AUTO | | ADD'L COST | HAZARDOUS WASTE DISPOSAL | | 5.00* | |

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

ESTIMATE RECALL NUMBER: 1/12/2005 12:41:20 5922

Mitchell Data Version: DEC_04_A
 UltraMate Version: 5.0.027

UltraMate is a Trademark of Mitchell International
 Copyright (C) 1994 - 2003 Mitchell International
 All Rights Reserved

5-4.9

| III. Additional Costs | Amount | IV. Adjustments | Amount |
|------------------------|--------|------------------------------|--------|
| Taxable Costs | 91.20 | Customer Responsibility | 0.00 |
| Sales Tax @ 8.000% | 7.30 | | |
| Non-Taxable Costs | 5.00 | | |
| Total Additional Costs | 103.50 | | |
| | | I. Total Labor: | 472.40 |
| | | II. Total Replacement Parts: | 209.26 |
| | | III. Total Additional Costs: | 103.50 |
| | | Gross Total: | 785.16 |
| | | IV. Total Adjustments: | 0.00 |
| | | Net Total: | 785.16 |

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
 12 Front Center (P)

Insurance Co: UNKNOWN

NOTE: ALL WORK FULLY GUARANTEED.

THIS IS AN ESTIMATE BASED ONLY ON VISUAL INSPECTION.

POSSIBLE HIDDEN DAMAGE MAY BE EVIDENT AFTER DISMANTLING.

AUTHORIZATION FOR REPAIR _____ DATE _____

DOES NOT INCLUDE CAR RENTAL WHILE CAR IS BEING REPAIRED IN BODY SHOP.

5-4.10

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Geico Insurance
Date of Incident: 10/19/04

Received: 1/27/05 Claim #: 05-0008
Occurrence Report No.: SC 10-04-10

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: 2/03/05

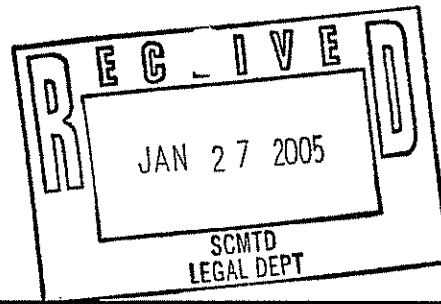
I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 25, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/ig
Attachment(s)

5-4.11



05-0008

One GEICO West, P.O. Box 509090, San Diego, CA 92150-9090

PAYMENT RECOVERY NOTICE

01/21/2005

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

Our File #: 017571223-0101-031
Our Insured: **Diane L. Cummins**
Date of Loss: 10/19/04

Your Driver: **Sal**
Your File #: **SC10-0410**
Your Vehicle: **City Bus** Tag #

WHEN RESPONDING PLEASE REFER TO OUR CLAIM NUMBER.

Our investigation shows your insured to be at fault in this accident.

- 1. Repair or replacement of our vehicle has been concluded. Our Subrogation claim will be forwarded. Please protect our interest.
- 2. Payment for repairs has been made. Documentation is attached. Please honor our claim.
CO's Interest: \$493.55 Insured's Deductible: \$250.00
Rental: \$0.00 Total: \$743.55
- 3. Our vehicle was declared a total loss. Documentation is attached. Please honor our claim.
Amount paid to insured: Insured's Deductible:
Net Salvage recovery: () Rental:
Total:
- 4. We have subrogation rights for no fault benefits paid. Our Documentation is attached. Please honor our claim.
Medical: Wages: Other: Total:
- 5. Since notifying you on of our subrogation claim, we have paid additional damages of . Please include this in your payment to us. Documentation is attached. Our total claim is now .
- 6. Documentation of our claim was sent to you on . When may we expect payment.
- 7. Arbitration was filed and a decision was rendered in our favor on for the amount of . When may we expect payment?
- 8. Please make check payable to: **GEICO**

Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Insurance Company
GEICO Casualty Insurance Company

Thanks for your prompt attention

S-4.12

Nanette Lopez
1-800-654-5896 ext. 5706.

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # SC10-0410

GEICO Claim #: 017571223-0101-031

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: GEICO Direct as subrogee for Dianne L. Cummins

Claimant's Address/Post Office Box: P.O. Box 509090
San Diego, CA 92150-9090

Claimant's Phone Number: 800-654-5896 ext. 5706

2. Address to which notices are to be sent: P.O. Box 509090
San Diego, CA 92150-9090

3. Occurrence: Our insured's vehicle was parked and unoccupied and was struck by Santa Cruz Metropolitan Transit.

Date: 10/19/04 Time: 3:45 pm Place: Parking lot of Santa Cruz Metro. Transit District

Circumstances of occurrence or transaction giving rise to claim: Our insured's vehicle was parked and unoccupied and was struck by a Santa Cruz Metro. Transit while backing up. (Santa Cruz, CA)

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: GEICO paid for insured's damages less the applicable deductible.

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

6. Amount claimed now \$ 493.55

Estimated amount of future loss, if known \$

TOTAL \$ 493.55

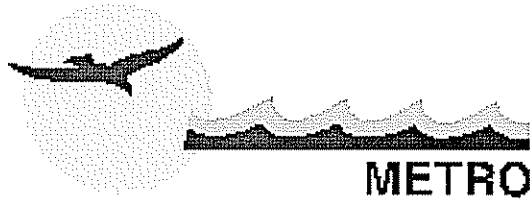
7. Basis of above computations: cal pay out @ \$493.55 + \$250.00 deductible equals \$743.55

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

1/28/05
DATE

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

5-4.13



Agenda

Metro Advisory Committee

6:00 pm
February 16, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of January 19, 2005 MAC Meeting
- V. Election of Officers
- VI. Consideration of Recommendation to Allow Fold-Up Bikes
To be Transported Inside of Buses
- VII. Discussion of MAC Meeting Times
- VIII. Discussion of METRO's Smoking Policy
- IX. Discussion of Feasibility of Reduced Fares for METRO Service
- X. Discussion of UCSC and Cabrillo College Student Orientation to METRO
- XI. Communications to METRO General Manager
- XII. Communications to METRO Board of Directors
- XIII. Items for Next Meeting Agenda

5-5.1

XIV. Adjournment

Next Meeting: Wednesday March 16, 2005 @ 6:00 pm
Santa Cruz Metro Center Conference Room
Santa Cruz Metro Center

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

December 15, 2004

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, December 15, 2004 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Due to the fact that Chair Kanoa Dynek was absent, Vice-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, Vice-Chair
Stuart Rosenstein (arrived after roll call)
Lesley Wright
Robert Yount

MEMBERS ABSENT

Kanoa Dynek, Chair
Matthew Melzer
James Sheldon

VISITORS PRESENT

None

2. STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Assistant General Manager

3. AGENDA ADDITIONS/DELETIONS

Item 11 is deferred to a later date.

4. ORAL/WRITTEN COMMUNICATIONS

Oral: Mark Dorfman advised MAC that Director Spence's nominee to MAC, Dennis Papadoulpo, is being considered as a MAC appointee at the Board of Directors meeting on December 17, 2004. Mr. Papadoulpo is expected to attend his first MAC meeting in January. Mr. Dorfman said MAC membership applications are available on-line, and when an application is received, a letter is sent out to notify applicants that they will be considered for future openings.

Oral: Jeff Le Blanc announced that MASTF's 16th anniversary meeting is December 16, 2004. Refreshments will be served, and certificates of appreciation will be presented. Bryant Baehr and Sam Storey will each receive a certificate to acknowledge their work toward the smooth transition of the paratransit service. MASTF Chair Sharon Barbour will receive an award for her efforts on behalf of MASTF. He advised that even though November 2005 is MASTF's next scheduled meeting, they may convene prior to that time, as necessary.

5-5.3

STUART ROSENSTEIN ARRIVED AT THIS TIME

Lesley Wright stated that she encountered a problem while boarding the Route 66 bus from Capitola Mall to Metro Center. She stated that the straps on the bus she was boarding were not long enough to accommodate her needs.

5. CONSIDERATION OF MINUTES OF NOVEMBER 17, 2004 MAC MEETING

Administrative Secretary Debi Prince announced that the spelling of Lesley Wright's first name was corrected in the November 17, 2004 Minutes.

ACTION: MOTION: NORM HAGEN SECOND: ROBERT YOUNT

ACCEPT AND FILE MINUTES OF NOVEMBER 17, 2004 MAC MEETING WITH THE CORRECTION TO LESLEY WRIGHT'S NAME.¹

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

6. PARATRANSIT TASK FORCE UPDATE

Stuart Rosenstein reported on the recent Paratransit Task Force meeting. He relayed that much of the meeting was devoted to discussion of policy as it relates to emergency changes in service. Discussion ensued as to routes, service areas, billing methods, re-certification of ParaCruz clients, and other paratransit and ADA issues. Whether MAC should wait to make recommendations to the Board of Directors until after they've reviewed the final recommendations of the Task Force was a topic of discussion as well.

7. CONSIDERATION OF METRO'S NO SMOKING POLICY

Robert Yount read aloud some of his suggestions as to enforcement of no smoking at METRO bus stops. Bryant Baehr stated that the Board of Directors would review a proposed no smoking policy in January. He went on to explain the difference between bus stops that are situated on District-owned property as opposed to bus stops that are situated on non District-owned property. He advised that the District does not own very many of the properties where the bus stops are located. He explained that METRO has more clout when dealing with people who are observed to be smoking while on District-owned property. He said that enforcement of a no smoking policy will more than likely be hampered by staffing constraints. He explained that there is currently only one on-duty road supervisor to handle METRO's needs for the entire county.

8. DISCUSSION OF BIKES AND SURFBOARDS ON BUSES

Dan Alper said he received a letter from a bicyclist regarding fold-up bikes on buses that he would like to have distributed with next month's Agenda packet. Discussion ensued regarding the definition of cargo. Dan Alper said his interests are mainly directed towards the needs of cyclists. Stuart Rosenstein said that he would like to address the needs of all bus passengers, to include bicyclists and surfers. Mark Dorfman explained supply and demand issues relative to bus usage, service cutbacks, and bicyclists. He said that METRO carries a large number of bikes on a per capita basis. Jeff Le Blanc suggested that METRO plan future bus purchases to

¹ This correction was made at Page 1 of the November Minutes

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accommodate the needs of a variety of passengers, to include bicyclists. Mark Dorfman stated that METRO is open to suggestion from MAC as to future bus purchases to allow for passenger needs as well as suggestions as to the configuration of passenger space. As an example, he stated that perimeter seating for the University routes would allow METRO to provide bus service to more passengers. Lesley Wright related her observations as a bus passenger and the fact that the bike racks are not designed to accommodate custom-made bikes. Mark Dorfman explained the Vehicle Code restrictions pertaining to bicycle racks. He also explained lifeline routes and the fact that bikes are allowed inside passenger areas on those routes. Passenger tracking via electronic fareboxes was discussed. Stuart Rosenstein stated that he would like to see the implementation of lifeline service on evening runs of Route 71.

9. Discussion of Attendance at MAC Meetings

Discussion ensued regarding the MAC attendance staff report. Paul Marcelin-Sampson asked that it be noted that the September meeting was re-scheduled due to a religious holiday. Stuart Rosenstein stated his views as to the importance of MAC members making an effort to attend meetings.

10. Discussion of Buses Used on Route 20

Bryant Baehr stated that the reason 35' buses are in use on Route 20 is that they must be able to safely negotiate a turn from Murray Street onto Seabright.

11. Discussion of UCSC and Cabrillo College Student Orientation to METRO

This item will be discussed at January's MAC meeting. Mark Dorfman advised that Larry Pageler of TAPS has been invited to attend the January MAC meeting.

12. Consideration of the 2005 MAC Meeting Schedule

MAC members reviewed the 2005 MAC Meeting Schedule.

ACTION: MOTION: NORM HAGEN SECOND: ROBERT YOUNT

APPROVE THE 2005 MAC MEETING SCHEDULE

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

13. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

14. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

15. ITEMS FOR NEXT MEETING AGENDA

- UCSC and Cabrillo College Student Orientation to METRO
- Fold Up Bikes on Buses
- Recruitment to MAC

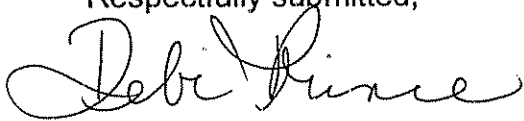
5-5.5

- MAC Meeting Times
- Feasibility of Reduced Fares for METRO Service
- MAC Member Outreach to METRO Board of Directors

ADJOURN

Stuart Rosenstein thanked METRO staff for their attendance at the MAC meeting. There being no further business, Vice-Chair Marcelin-Sampson thanked everyone for their participation and he adjourned the meeting at 7:59 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Debi Prince". The signature is written in a cursive, flowing style.

Debi Prince
Administrative Secretary



**Minutes
December 16, 2004**

**Metro Accessible Services Transit Forum
(MASTF) ***

(*An official Advisory group to the Metro Board of Directors and the ADA Paratransit Program)

MASTF members present: Sharon Barbour, Connie Day, Shelly Day, Mike Doern, Jeff LeBlanc, Elizabeth Miller, Thom Onan and Bob Yount

Members of the public Present: Link Spooner, Lesley Wright

Metro staff present: Bryant Baehr, Mark Dorfman

Board Members Present: None

MASTF motions related to the Metro Board of Directors: None

MASTF motions related to Metro Management: None

Other MASTF motions passed: None

- I. Call to Order and Introductions: The meeting opened at 2:10 PM

- II. Approval of the November 18, 2004 MASTF Minutes (C. Day/Yount) Passes unanimously.
- III. Oral Communication and Correspondence
 - a. Announcement that the MASTF Executive Board had appointed Elizabeth Miller as Secretary for 2005.
- IV. Amendments to this Agenda
- V. Ongoing Business – None
- VI. New Business
 - a. Annual MASTF Report by Chair – See attached
 - b. Certificates of Appreciation – See attached
 - c. MASTF Appreciation party – Thanks to Elizabeth Miller for the home-made brownies, and to Bob Yount for buying the cider, punch, plates, etc.

MASTF COMMITTEE REPORTS

- d. Reports from MASTF/Board liaisons - None
- e. Bus Stop Improvement Committee Report (Jeff LeBlanc) - None
 - i. Bus Stop Advisory Committee (BSAC) Report
- f. Bus Service Committee Report (Connie Day) - None
 - i. MAC report
 - ii. Service Planning and Review Report
- g. Training and Procedures Committee Report - None
- h. The Paratransit Services Committee Report
 - i. Santa Cruz County Commission on Disabilities Report given.
- i. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report (Bob Yount) - None

OTHER REPORTS

- j. Paratransit Report - Given above
- k. CCCIL ADA Paratransit Transportation Advocacy (Thom Onan) – Given – two complaints

- VII. Next Year's Agenda Items - None
- VIII. Adjournment

Annual MASTF Report

MASTF's goals for 2004 were:

- Continue to strongly advocate for seniors and persons with disabilities on transit related issues.
- Membership recruitment
- Identify and acquire funding sources.
- To restructure the organization in order to adapt to recent changes in our status.

This year, MASTF focused on restructuring. We revised our by-laws extensively, established a fictitious business name, acquired a bank account, and upgraded our website. We are in good shape structurally once we re-convene in November 2005.

Regarding membership recruitment, we developed flyers and posters advertising MASTF. We developed membership forms and clarified what constitutes membership and who can vote. Actual recruitment was slow, and needs to be pursued with renewed vigor when MASTF reconvenes in November 2005.

Fund raising was basically limited to a request for a non-obligatory \$15 contribution when becoming a MASTF member or renewing membership. Currently, MASTF has \$183.30 in checking and \$100 in savings.

We advocated for Seniors and persons with Disabilities, especially regarding smoking at bus stops. We also suggested that if Metro needs an additional committee for advice about Paratransit needs, that a minimum of 51% of the committee be made up of disabled members, including a minimum of 30% ADA Paratransit users. There were few other pressing issues facing the Senior and Disabled community this year. MASTF will continue to advocate for the Senior and Disabled community in the future.

For a variety of reasons, MASTF has had only a small number of people participating this year. Therefore, MASTF has chosen to go on recess until November of 2005. The Chair has been given

the authority to call a special meeting before November if there is a pressing need to do so. It is hoped that when MASTF returns to session, we will be refreshed and ready to continue to our task of advising Metro about the needs of the Senior and Disabled Community.

MASTF 2004 Certificates of Appreciation

Bryant Beahr: We wish to express our gratitude and appreciation to Bryant for his outstanding efforts on behalf of the people in our community who rely on the ADA paratransit program. In the past year he has worked with unstinting dedication on the Paracruz transition to insure that it took place efficiently and smoothly, with minimum impact on those who use the service, and to set the highest possible standards for quality and reliability.

Central Coast Center for Independent Living: We wish to express our sincere gratitude and appreciation to CCCIL for their advocacy and support for MASTF over the many years we have worked to improve access and usability for senior citizens and persons living with disabilities at the Santa Cruz Metropolitan Transit District. In the past year in particular CCCIL has provided vital moral and logistical support that has enabled us to continue our efforts on behalf of the bus riders whose interests we strive to represent.

Sam Storey: We wish to express particular gratitude and appreciation to Sam Storey, CEO of Community Bridges, for his exemplary efforts on behalf of the people in our community who rely on the ADA paratransit program. In the past year he has worked tirelessly on the Paracruz transition to insure that it was implemented as smoothly as possible, with minimum impact on those who use the service.

Sharon Barbour: We wish to express special gratitude and appreciation to Sharon for her leadership and dedication to MASTF over the past two years. Her willingness to serve as our chairperson in a difficult time of change and transition has enabled us to continue our advocacy with the Santa Cruz Metropolitan Transit District on behalf of senior citizens and persons living with disabilities.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR DECEMBER 2004, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$17,850,995 or \$36,181 over the amount of revenue expected to be received during the first six months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$15,267,487, are at 46.0% of the revised budget.
- A total of \$4,260,535 has been expended through December 31st 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 December 31, 2004. The fiscal year is 50% elapsed.

A. Operating Revenues

Revenues are \$36,181 over the amount projected to be received for the period. Passenger revenue is \$74,769 below budget projections due to lower farebox revenue than anticipated. Sales tax revenue is \$17,287 below the budgeted amount since the July-September sales were lower than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$15,267,487 or 46.0% of the revised budget, with 50% of the year elapsed. Variances are explained in the notes following the report.

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C. Capital Improvement Program

For the year to date, a total of \$4,260,535 has been expended on the Capital Improvement Program. The largest expenditure was for MetroBase in the amount of \$3,585,772.

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 December 2004, and Budget Transfers

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - DECEMBER 2004

| 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 | \$ 287,824 | \$ 273,907 | \$ 1,974,187 | \$ 1,919,856 | \$ 1,779,516 | \$ (194,671) | |
| Paratransit Fares | \$ 26,997 | \$ 19,112 | \$ 166,680 | \$ 125,130 | \$ 124,397 | \$ (42,283) | |
| Special Transit Fares | \$ 117,885 | \$ 103,956 | \$ 846,180 | \$ 818,037 | \$ 954,427 | \$ 108,247 | |
| Highway 17 Revenue | \$ 78,431 | \$ 85,896 | \$ 472,997 | \$ 331,809 | \$ 526,908 | \$ 53,911 | |
| <i>Subtotal Passenger Rev</i> | \$ 511,137 | \$ 482,871 | \$ 3,460,044 | \$ 3,194,832 | \$ 3,385,248 | \$ (74,796) | See Note 1 |
| Advertising Income | \$ - | \$ 7,865 | \$ - | \$ 17,509 | \$ 37,210 | \$ 37,210 | See Note 2 |
| Commissions | \$ 617 | \$ 461 | \$ 3,700 | \$ 3,764 | \$ 3,574 | \$ (126) | |
| Rent Income | \$ 13,545 | \$ 13,530 | \$ 80,822 | \$ 73,928 | \$ 130,925 | \$ 50,103 | See Note 3 |
| Interest - General Fund | \$ 25,479 | \$ 35,931 | \$ 147,029 | \$ 144,207 | \$ 187,325 | \$ 40,296 | See Note 4 |
| Non-Transportation Rev | \$ 500 | \$ 2,463 | \$ 3,000 | \$ 2,660 | \$ 3,781 | \$ 781 | |
| Sales Tax Income | \$ 1,532,180 | \$ 1,355,110 | \$ 7,963,767 | \$ 7,843,725 | \$ 7,946,480 | \$ (17,287) | See Note 5 |
| TDA Funds | \$ 1,324,980 | \$ 1,324,980 | \$ 2,763,293 | \$ 2,696,445 | \$ 2,763,293 | \$ - | |
| FTA Op Asst - Sec 5307 | \$ - | \$ - | \$ 2,950,231 | \$ 2,804,435 | \$ 2,950,231 | \$ - | |
| FTA Op Asst - Sec 5311 | \$ - | \$ - | \$ 92,928 | \$ 65,704 | \$ 92,928 | \$ - | |
| FTA Op Asst Advance | \$ - | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ - | |
| FY 03-04 Carryover | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Transfer from Reserves | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Transfer from
Insurance Reserves | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Transfer - Proj Mgr | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Total Operating Revenue | \$ 3,408,437 | \$ 3,223,211 | \$ 17,814,814 | \$ 16,847,209 | \$ 17,850,995 | \$ 36,181 | |

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - DECEMBER 2004**

| | FY 04-05
Final Budget | FY 04-05
Revised
Budget | FY 03-04
Expended YTD | FY 04-05
Expended YTD | Percent
Expended
of Budget | |
|--|--------------------------|-------------------------------|--------------------------|--------------------------|----------------------------------|-------------|
| PERSONNEL ACCOUNTS | | | | | | |
| Administration | \$ 917,905 | \$ 899,262 | \$ 374,663 | \$ 477,803 | 53.1% | See Note 6 |
| Finance | \$ 552,664 | \$ 558,989 | \$ 244,037 | \$ 258,341 | 46.2% | |
| Customer Service | \$ 490,027 | \$ 490,238 | \$ 223,324 | \$ 217,878 | 44.4% | |
| Human Resources | \$ 353,462 | \$ 351,577 | \$ 181,408 | \$ 118,627 | 33.7% | See Note 7 |
| Information Technology | \$ 438,670 | \$ 408,613 | \$ 210,111 | \$ 183,149 | 44.8% | |
| District Counsel | \$ 376,655 | \$ 376,795 | \$ 150,882 | \$ 159,776 | 42.4% | |
| Facilities Maintenance | \$ 1,050,695 | \$ 1,051,186 | \$ 491,736 | \$ 489,002 | 46.5% | |
| Paratransit Program | \$ 236,906 | \$ 1,742,083 | \$ 100,756 | \$ 463,236 | 26.6% | See Note 8 |
| Operations | \$ 1,921,272 | \$ 1,907,907 | \$ 907,251 | \$ 932,255 | 48.9% | |
| Bus Operators | \$ 12,661,130 | \$ 12,666,742 | \$ 5,775,120 | \$ 6,013,641 | 47.5% | |
| Fleet Maintenance | \$ 4,046,043 | \$ 3,993,125 | \$ 1,738,751 | \$ 1,791,763 | 44.9% | |
| Retired Employees/COBRA | \$ 955,033 | \$ 1,020,679 | \$ 371,180 | \$ 394,305 | 38.6% | |
| Total Personnel | \$ 24,000,462 | \$ 25,467,196 | \$ 10,769,218 | \$ 11,499,776 | 45.2% | |
| NON-PERSONNEL ACCOUNTS | | | | | | |
| Administration | \$ 568,070 | \$ 568,070 | \$ 255,953 | \$ 272,221 | 47.9% | |
| Finance | \$ 899,457 | \$ 899,919 | \$ 436,767 | \$ 437,166 | 48.6% | |
| Customer Service | \$ 92,060 | \$ 96,060 | \$ 49,021 | \$ 62,171 | 64.7% | See Note 9 |
| Human Resources | \$ 31,603 | \$ 35,273 | \$ 13,288 | \$ 17,752 | 50.3% | See Note 10 |
| Information Technology | \$ 92,235 | \$ 134,337 | \$ 28,906 | \$ 71,290 | 53.1% | See Note 11 |
| District Counsel | \$ 11,340 | \$ 11,340 | \$ 6,874 | \$ 4,326 | 38.1% | |
| Risk Management | \$ 254,870 | \$ 254,870 | \$ 46,860 | \$ 25,994 | 10.2% | |
| Facilities Maintenance | \$ 449,100 | \$ 465,161 | \$ 186,152 | \$ 159,815 | 34.4% | |
| Paratransit Program | \$ 2,743,186 | \$ 1,629,785 | \$ 1,103,574 | \$ 1,048,551 | 64.3% | See Note 12 |
| Operations | \$ 578,730 | \$ 578,774 | \$ 165,243 | \$ 212,270 | 36.7% | |
| Bus Operators | \$ 7,000 | \$ 7,000 | \$ 2,654 | \$ 67 | 1.0% | |
| Fleet Maintenance | \$ 2,868,265 | \$ 2,871,665 | \$ 1,088,096 | \$ 1,456,058 | 50.7% | See Note 13 |
| Op Prog/SCCIC | \$ 300 | \$ 300 | \$ 10 | \$ 30 | 10.0% | |
| Prepaid Expense | \$ - | \$ - | \$ - | \$ - | 0.0% | |
| Total Non-Personnel | \$ 8,596,216 | \$ 7,552,554 | \$ 3,383,397 | \$ 3,767,711 | 49.9% | |
| Subtotal Operating Expense | \$ 32,596,678 | \$ 33,019,750 | \$ 14,152,615 | \$ 15,267,487 | 46.2% | |
| One-Time Paratransit Expenses | \$ 350,000 | \$ 145,428 | \$ - | \$ - | 0.0% | |
| Contingency Fund | \$ 300,000 | \$ - | \$ - | \$ - | 0.0% | |
| Total Operating Expense | \$ 33,246,678 | \$ 33,165,178 | \$ 14,152,615 | \$ 15,267,487 | 46.0% | |
| YTD Operating Revenue Over YTD Expense | | | | \$ 2,583,508 | | |

**CONSOLIDATED OPERATING EXPENSE
DECEMBER 2004**

| | FY 04-05
Final Budget | FY 04-05
Revised Budget | FY 03-04
Expended YTD | FY 04-05
Expended YTD | % Exp YTD
of Budget | |
|--------------------------------|--------------------------|----------------------------|--------------------------|--------------------------|------------------------|-------------|
| LABOR | | | | | | |
| Operators Wages | \$ 6,753,430 | \$ 7,400,402 | \$ 2,873,341 | \$ 3,257,055 | 44.0% | |
| Operators Overtime | \$ 1,020,350 | \$ 1,060,350 | \$ 587,343 | \$ 507,553 | 47.9% | |
| Other Salaries & Wages | \$ 6,173,059 | \$ 6,127,448 | \$ 2,642,606 | \$ 2,817,419 | 46.0% | |
| Other Overtime | \$ 165,700 | \$ 166,616 | \$ 137,002 | \$ 75,963 | 45.6% | |
| | \$ 14,112,539 | \$ 14,754,816 | \$ 6,240,292 | \$ 6,657,991 | 45.1% | |
| FRINGE BENEFITS | | | | | | |
| Medicare/Soc Sec | \$ 161,240 | \$ 176,478 | \$ 70,138 | \$ 75,918 | 43.0% | |
| PERS Retirement | \$ 1,510,704 | \$ 1,600,993 | \$ 504,756 | \$ 704,423 | 44.0% | |
| Medical Insurance | \$ 2,908,041 | \$ 3,288,358 | \$ 1,206,915 | \$ 1,441,029 | 43.8% | |
| Dental Plan | \$ 460,743 | \$ 520,945 | \$ 221,990 | \$ 206,353 | 39.6% | |
| Vision Insurance | \$ 125,100 | \$ 140,610 | \$ 57,383 | \$ 63,958 | 45.5% | |
| Life Insurance | \$ 61,065 | \$ 68,330 | \$ 17,324 | \$ 8,962 | 13.1% | |
| State Disability Ins | \$ 217,937 | \$ 260,616 | \$ 62,485 | \$ 91,101 | 35.0% | |
| Long Term Disability Ins | \$ 237,221 | \$ 250,467 | \$ 101,485 | \$ 118,506 | 47.3% | |
| Unemployment Insurance | \$ 71,243 | \$ 91,750 | \$ 16,711 | \$ 27,762 | 30.3% | |
| Workers Comp | \$ 1,473,634 | \$ 1,489,828 | \$ 966,501 | \$ 704,329 | 47.3% | |
| Absence w/ Pay | \$ 2,628,861 | \$ 2,780,518 | \$ 1,292,159 | \$ 1,386,387 | 49.9% | |
| Other Fringe Benefits | \$ 32,135 | \$ 35,281 | \$ 11,080 | \$ 13,056 | 37.0% | |
| | \$ 9,887,923 | \$ 10,704,174 | \$ 4,528,926 | \$ 4,841,785 | 45.2% | |
| SERVICES | | | | | | |
| Acctng/Admin/Bank Fees | \$ 311,700 | \$ 311,700 | \$ 128,577 | \$ 145,703 | 46.7% | |
| Prof/Legis/Legal Services | \$ 389,680 | \$ 354,348 | \$ 149,772 | \$ 130,047 | 36.7% | |
| Temporary Help | \$ - | \$ 37,800 | \$ - | \$ 21,207 | 56.1% | See Note 14 |
| Custodial Services | \$ 83,800 | \$ 95,800 | \$ 38,907 | \$ 35,487 | 37.0% | |
| Uniforms & Laundry | \$ 37,500 | \$ 52,278 | \$ 13,182 | \$ 29,439 | 56.3% | See Note 15 |
| Security Services | \$ 392,555 | \$ 392,555 | \$ 90,005 | \$ 132,870 | 33.8% | |
| Outside Repair - Bldgs/Eqmt | \$ 186,546 | \$ 197,534 | \$ 66,543 | \$ 88,725 | 44.9% | |
| Outside Repair - Vehicles | \$ 274,563 | \$ 344,383 | \$ 140,917 | \$ 142,401 | 41.3% | |
| Waste Disp/Ads/Other | \$ 86,159 | \$ 98,736 | \$ 22,915 | \$ 53,612 | 54.3% | See Note 16 |
| | \$ 1,762,503 | \$ 1,885,134 | \$ 650,817 | \$ 779,490 | 41.3% | |
| CONTRACT TRANSPORTATION | | | | | | |
| Contract Transportation | \$ 100 | \$ 100 | \$ - | \$ - | 0.0% | |
| Paratransit Service | \$ 2,606,136 | \$ 1,150,000 | \$ 1,036,805 | \$ 870,780 | 75.7% | See Note 17 |
| | \$ 2,606,236 | \$ 1,150,100 | \$ 1,036,805 | \$ 870,780 | 75.7% | |
| MOBILE MATERIALS | | | | | | |
| Fuels & Lubricants | \$ 1,560,314 | \$ 1,673,754 | \$ 548,887 | \$ 789,836 | 47.2% | |
| Tires & Tubes | \$ 164,000 | \$ 165,000 | \$ 59,001 | \$ 81,948 | 49.7% | |
| Other Mobile Supplies | \$ 6,000 | \$ 7,500 | \$ 2,198 | \$ 3,299 | 44.0% | |
| Parts Credit | \$ - | \$ - | \$ (78,586) | \$ - | 0.0% | |
| Revenue Vehicle Parts | \$ 344,000 | \$ 349,000 | \$ 201,464 | \$ 212,571 | 60.9% | See Note 18 |
| | \$ 2,074,314 | \$ 2,195,254 | \$ 732,963 | \$ 1,087,654 | 49.5% | |

**CONSOLIDATED OPERATING EXPENSE
DECEMBER 2004**

| | FY 04-05
Final Budget | FY 04-05
Revised Budget | FY 03-04
Expended YTD | FY 04-05
Expended YTD | % Exp YTD
of Budget | |
|---------------------------------|--------------------------|----------------------------|--------------------------|--------------------------|------------------------|-------------|
| OTHER MATERIALS | | | | | | |
| Postage & Mailing/Freight | \$ 23,174 | \$ 30,024 | \$ 6,701 | \$ 11,591 | 38.6% | |
| Printing | \$ 68,925 | \$ 73,750 | \$ 35,230 | \$ 38,716 | 52.5% | See Note 19 |
| Office/Computer Supplies | \$ 51,284 | \$ 80,303 | \$ 24,095 | \$ 46,694 | 58.1% | See Note 20 |
| Safety Supplies | \$ 18,375 | \$ 20,518 | \$ 7,899 | \$ 4,516 | 22.0% | |
| Cleaning Supplies | \$ 56,100 | \$ 56,770 | \$ 15,317 | \$ 15,795 | 27.8% | |
| Repair/Maint Supplies | \$ 65,000 | \$ 67,781 | \$ 24,140 | \$ 23,838 | 35.2% | |
| Parts, Non-Inventory | \$ 42,000 | \$ 43,000 | \$ 12,255 | \$ 19,668 | 45.7% | |
| Tools/Tool Allowance | \$ 9,600 | \$ 24,900 | \$ 2,521 | \$ 4,593 | 18.4% | |
| Promo/Photo Supplies | \$ 11,645 | \$ 11,945 | \$ 634 | \$ 2,690 | 22.5% | |
| | \$ 346,103 | \$ 408,991 | \$ 128,792 | \$ 168,100 | 41.1% | |
| UTILITIES | | | | | | |
| | \$ 310,305 | \$ 339,105 | \$ 140,012 | \$ 152,156 | 44.9% | |
| CASUALTY & LIABILITY | | | | | | |
| Insurance - Prop/PL & PD | \$ 582,000 | \$ 582,506 | \$ 305,962 | \$ 289,198 | 49.6% | |
| Settlement Costs | \$ 150,000 | \$ 150,000 | \$ 32,916 | \$ 19,347 | 12.9% | |
| Repairs to Prop | \$ - | \$ - | \$ (5,940) | \$ (14,048) | 0.0% | See Note 21 |
| Prof/Other Services | \$ - | \$ - | \$ - | \$ - | 0.0% | |
| | \$ 732,000 | \$ 732,506 | \$ 332,938 | \$ 294,497 | 40.2% | |
| TAXES | | | | | | |
| | \$ 48,594 | \$ 49,539 | \$ 21,178 | \$ 21,244 | 42.9% | |
| MISC EXPENSES | | | | | | |
| Dues & Subscriptions | \$ 51,176 | \$ 51,176 | \$ 21,962 | \$ 20,686 | 40.4% | |
| Media Advertising | \$ - | \$ - | \$ 40 | \$ 9,891 | 0.0% | |
| Employee Incentive Program | \$ 7,820 | \$ 7,820 | \$ 5,569 | \$ 1,636 | 20.9% | |
| Training | \$ 5,900 | \$ 6,200 | \$ 4,783 | \$ 59 | 1.0% | |
| Travel | \$ 19,915 | \$ 20,015 | \$ 10,103 | \$ 1,557 | 7.8% | |
| Other Misc Expenses | \$ 17,900 | \$ 18,100 | \$ 7,961 | \$ 7,213 | 39.9% | |
| | \$ 102,711 | \$ 103,311 | \$ 50,416 | \$ 41,042 | 39.7% | |
| OTHER EXPENSES | | | | | | |
| Leases & Rentals | \$ 613,450 | \$ 696,821 | \$ 289,476 | \$ 352,748 | 50.6% | See Note 22 |
| | \$ 613,450 | \$ 696,821 | \$ 289,476 | \$ 352,748 | 50.6% | |
| One-Time Paratransit Exp | \$ 350,000 | \$ 145,428 | \$ - | \$ - | | |
| Contingency Fund | \$ 300,000 | \$ - | \$ - | \$ - | | |
| Total Operating Expense | \$ 33,246,678 | \$ 33,165,178 | \$ 14,152,615 | \$ 15,267,487 | 46.0% | |

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

| CAPITAL PROJECTS | Program Budget | Expended in
December | YTD Expended |
|---|-----------------------|---------------------------------|---------------------|
| <u>Grant Funded Projects</u> | | | |
| MetroBase | \$ 16,000,000 | \$ 1,621,916 | \$ 3,585,772 |
| Urban Bus Replacement | \$ 1,675,432 | | \$ 473,502 |
| Short Range Transit Plan | \$ 100,000 | | |
| | \$ 17,775,432 | | |
| <u>District Funded Projects</u> | | | |
| Bus Stop Imprvmnts/Bus Shelter Projects | \$ 49,200 | \$ 9,872 | \$ 15,387 |
| IT Projects including GIRO carryover | \$ 15,200 | | \$ 11,990 |
| Facilities Repairs & Improvements | \$ 26,500 | | |
| Non-Revenue Vehicle Replacement | \$ 195,000 | | |
| Office Equipment | \$ 33,900 | \$ 5,249 | \$ 25,330 |
| Diagnostic Scanner | \$ 3,000 | | \$ 15,648 |
| ParaCruz Equipment | \$ 81,500 | \$ 190 | \$ 132,906 |
| | \$ 404,300 | | |
| TOTAL CAPITAL PROJECTS | \$ 18,179,732 | \$ 1,637,227 | \$ 4,260,535 |
| <u>CAPITAL FUNDING SOURCES</u> | | | |
| | Budget | Received in
December | YTD Received |
| Federal Capital Grants | \$ 14,200,345 | \$ - | \$ 1,241,214 |
| State/Local Capital Grants | \$ - | \$ - | \$ - |
| STA Funding | \$ 982,569 | \$ - | \$ 215,249 |
| Transfer from Operating Budget | \$ 81,500 | \$ 81,500 | \$ 81,500 |
| Bus Stop Improvement Reserves | \$ 39,200 | \$ - | \$ - |
| District Reserves | \$ 2,876,118 | \$ 1,555,727 | \$ 2,722,572 |
| TOTAL CAPITAL FUNDING | \$ 18,179,732 | \$ 1,637,227 | \$ 4,260,535 |

5-7.95

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

1. Passenger fares (farebox and pass sales) are \$194,671 or 10% under the final budget amount for the year to date. Paratransit fares are \$42,283 or 25% under budget. Special transit fares (contracts) are \$108,247 or 13% over the budgeted amount. Highway 17 Express revenue is \$53,911 or 11% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first six months of the fiscal year by a net \$74,796 or 21.6%.
2. Advertising income is \$37,210 over budget due to sales of exterior ads on buses. Sales had been projected to begin in January 2005. The revenue will be used to offset program start-up costs.
3. Rent income is \$50,103 over budget due to payment of temporary rent by A Tool Shed pending relocation.
4. Interest income is \$40,296 over budget due to higher interest rates, and a slightly higher treasury balance than projected for the period.
5. Sales tax income is \$17,287 below budget for the first six months since the December wrap-up payment was lower than anticipated. For the July-September 2004 sales period, sales tax revenue for the District was down 3.4% over the previous year, while the budget projected no change.
6. Administration personnel expense is at 53.1% of the budget due to high workers' comp expenses during the period.
7. Human Resources personnel expense is only at 33.7% of the budget due to a \$28,478 workers' comp credit in July.
8. Paratransit program personnel expense is only at 26.6% of the budget since hiring of additional ParaCruz staff occurred in the third month of the fiscal year.
9. Customer Service non-personnel expense is at 64.7% of the budget due to higher printing and graphics expenses than anticipated for the fall schedule.
10. Human Resources non-personnel expense is at 50.3% of the budget due to recruitment and hiring costs for the ParaCruz department.
11. Information Technology non-personnel expense is at 53.1% of the budget due to volume purchases of IT supplies.
12. Paratransit program non-personnel expense is at 64.3% of the budget due to payment to Community Bridges for contract services from July to October 2004. As of November 1, 2004, the major costs shifted to personnel expenses (see Note 8.)
13. Fleet Maintenance non-personnel expense is at 50.7% of the budget due to advance payment of rent for the 110 Vernon Street facility.

5-7. a b

14. Temporary help is at 56.1% of the budget due to services utilized during vacancies and employee absences in the IT department and the Fleet Maintenance department.
15. Uniforms and laundry expense is at 56.3% of the budget due to start-up ParaCruz expenses.
16. Waste disposal/ads/other is at 54.3% of the budget due to expenses associated with the sale of the Sakata property.
17. Contract paratransit service is at 75.7% of the budget since most of this account covers the Community Bridges billings for July to October 2004. The balance will be used to pay for contract taxicab services.
18. Revenue vehicle parts are at 60.9% of the budget since monthly charges to this account fluctuate from month to month depending on the parts needed for repairs.
19. Printing is at 52.5% of the budget due to printing of route stickers for the fall schedule, and higher costs for printing Headways.
20. Office/computer supplies are at 58.1% of the budget due to volume purchase of IT supplies and ParaCruz start-up costs.
21. 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.
22. Leases and rentals are at 50.6% of the budget due to advance payment of rent for the 110 Vernon Street facility.

5-7.97

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

| | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|--------------------------|---|-------------------|----------|
| TRANSFER # 05-012 | | | |
| TRANSFER FROM: | 504311-3200 | Office Supplies | \$ (200) |
| TRANSFER TO: | 504211-3200 | Postage & Mailing | \$ 200 |
| REASON: | To cover expected expenditures for FY 04-05 in the Operations Department. | | |

| | | | |
|--------------------------|---|-----------------------|------------|
| TRANSFER # 05-013 | | | |
| TRANSFER FROM: | 505031-1500 | Telecommunications | \$ (1,000) |
| TRANSFER TO: | 503031-1500 | Prof/Technical & Fees | \$ 1,000 |
| REASON: | To cover cost of new version of Create-A-Check for IT Department. | | |

| | | | |
|--------------------------|--|--------------------|---------|
| TRANSFER # 05-014 | | | |
| TRANSFER FROM: | 503162-3200 | Uniforms & Laundry | \$ (30) |
| TRANSFER TO: | 507201-3200 | Licenses & Permits | \$ 30 |
| REASON: | To cover cost of Employer Testing Program renewal fee for the Operations Department. | | |

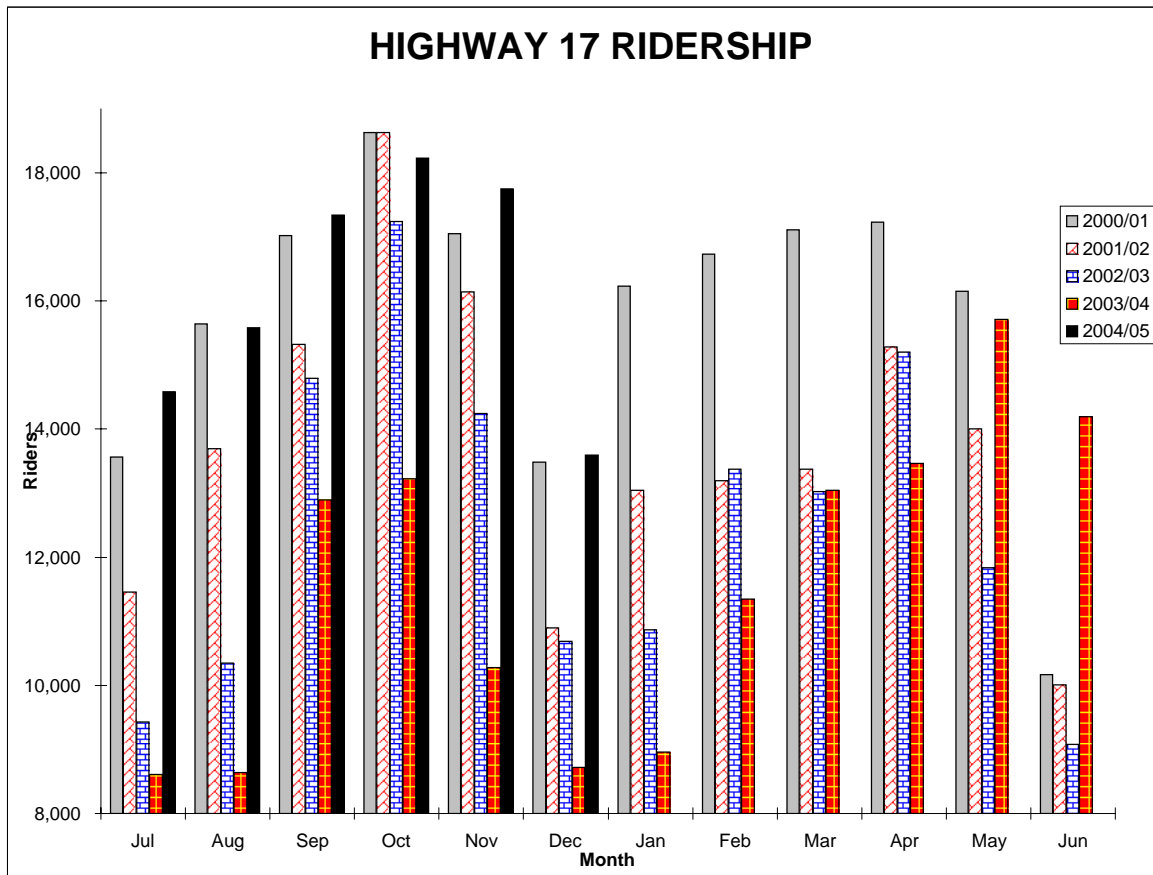
| | | | |
|--------------------------|-------------|----------------------------|-------------------|
| TRANSFER # 05-015 | | | |
| TRANSFER FROM: | | One Time Paratransit Costs | \$ 123,072 |
| TRANSFER TO: | 506011-1200 | Property Insurance | \$ 506 |
| | 501023-1400 | Other Overtime | \$ 708 |
| | 503034-1400 | Employment Exams | \$ 8,207 |
| | 503221-1400 | Classified/Legal Ads | \$ 970 |
| | 503352-1500 | Equip Repair - Out | \$ 5,102 |
| | 503031-1500 | Prof/Tech Services | \$ 1,000 |
| | 503352-2200 | Equip Repair - Out | \$ 636 |
| | 504215-2200 | Printing | \$ 30 |
| | 504315-2200 | Safety Supplies | \$ 184 |
| | 504409-2200 | Repairs & Maint | \$ 2,781 |
| | 507201-2200 | Licenses & Permits | \$ 290 |
| | 512061-2200 | Equip Rental | \$ 140 |
| | 502109-3100 | Sick Leave | \$ 18,719 |
| | 503031-3100 | Prof/Tech Services | \$ 33,068 |
| | 503162-3100 | Uniforms & Laundry | \$ 13,308 |
| | 504311-3100 | Office Supplies | \$ 20,619 |
| | 504315-3100 | Safety Supplies | \$ 1,459 |
| | 504317-3100 | Cleaning Supplies | \$ 420 |
| | 504511-3100 | Small Tools | \$ 14,900 |
| | 507201-3100 | Licenses & Permits | \$ 25 |
| | | | <u>\$ 123,072</u> |

REASON: To allocate funds to the appropriate account for one-time ParaCruz costs.

5-7.98

HIGHWAY 17 - DECEMBER 2004

| | December | | | YTD | | |
|------------------------|------------|-----------|---------|------------|------------|---------|
| | This Year | Last Year | % | This Year | Last Year | % |
| FINANCIAL | | | | | | |
| Cost | \$ 117,731 | \$ 85,345 | 37.9% | \$ 688,875 | \$ 492,672 | 39.8% |
| Farebox | \$ 46,449 | \$ 23,368 | 98.8% | \$ 309,219 | \$ 160,667 | 92.5% |
| Operating Deficit | \$ 60,888 | \$ 60,082 | 1.3% | \$ 321,939 | \$ 323,589 | (0.5%) |
| Santa Clara Subsidy | \$ 30,444 | \$ 30,041 | 1.3% | \$ 160,970 | \$ 161,794 | (0.5%) |
| METRO Subsidy | \$ 30,444 | \$ 30,041 | 1.3% | \$ 160,970 | \$ 161,794 | (0.5%) |
| San Jose State Subsidy | \$ 2,282 | \$ 1,895 | 20.4% | \$ 10,684 | \$ 8,416 | 26.9% |
| AMTRAK Subsidy | \$ 8,112 | \$ - | | \$ 47,034 | \$ - | |
| STATISTICS | | | | | | |
| Passengers | 13,590 | 8,722 | 55.8% | 97,086 | 62,358 | 55.7% |
| Revenue Miles | 42,343 | 29,757 | 42.3% | 247,488 | 171,598 | 44.2% |
| Revenue Hours | 1,588 | 1,049 | 51.4% | 9,281 | 6,048 | 53.5% |
| Passengers/Day | 438 | 396 | 10.6% | 528 | 491 | 7.5% |
| Passengers/Weekday | 551 | - | | 664 | - | |
| Passengers/Weekend | 162 | - | | 225 | - | |
| PRODUCTIVITY | | | | | | |
| Cost/Passenger | \$ 8.66 | \$ 9.79 | (11.5%) | \$ 7.10 | \$ 7.90 | (10.2%) |
| Revenue/Passenger | \$ 3.42 | \$ 2.68 | 27.6% | \$ 3.18 | \$ 2.58 | 23.6% |
| Subsidy/Passenger | \$ 4.65 | \$ 7.11 | (34.6%) | \$ 3.43 | \$ 5.32 | (35.7%) |
| Passengers/Mile | 0.32 | 0.29 | 11.4% | 0.39 | 0.36 | 7.9% |
| Passengers/Hour | 8.56 | 7.07 | 21.0% | 10.46 | 10.31 | 1.5% |
| Recovery Ratio | 39.5% | 27.4% | 44.1% | 44.9% | 32.6% | 37.6% |



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
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 December 2004 decreased by (13.2%) versus December 2003. Year to date student billable trips have increased by 3.6%.
- Faculty / staff trips for December 2004 decreased by (2.1%) versus December 2003. Year to date faculty / staff billable trips have decreased by (3.6%).
- Revenue received from UCSC for December 2004 was \$79,919 versus \$88,027 for December 2003 a decrease of (9.2%).

| | Faculty/Staff
Ridership | Student
Ridership | Monthly
Increase -
(Decrease)
Student | Monthly
Increase -
(Decrease)
Faculty-Staff |
|-----------|----------------------------|----------------------|--|--|
| This Year | 12,816 | 77,082 | (13.2%) | (2.1%) |
| Last Year | 13,091 | 88,836 | | |

***In December 2003 there were 9 days of instruction. In December 2004 there were 7 days of instruction.**

III. DISCUSSION

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

- Student billable trips for the month of December 2004 were 77,082 vs. 88,836 for December 2003 a decrease of (13.2%).
- Faculty / staff billable trips for the month of December 2004 were 12,816 vs. 13,091 for December 2003 a decrease of (2.1%).
- Year to date Student billable trips increased by 3.6% and faculty / staff billable trips decreased by (3.6%).
- Revenue for December 2004 was \$79,919 versus \$88,027 for December 2003.

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IV. FINANCIAL CONSIDERATIONS

NONE

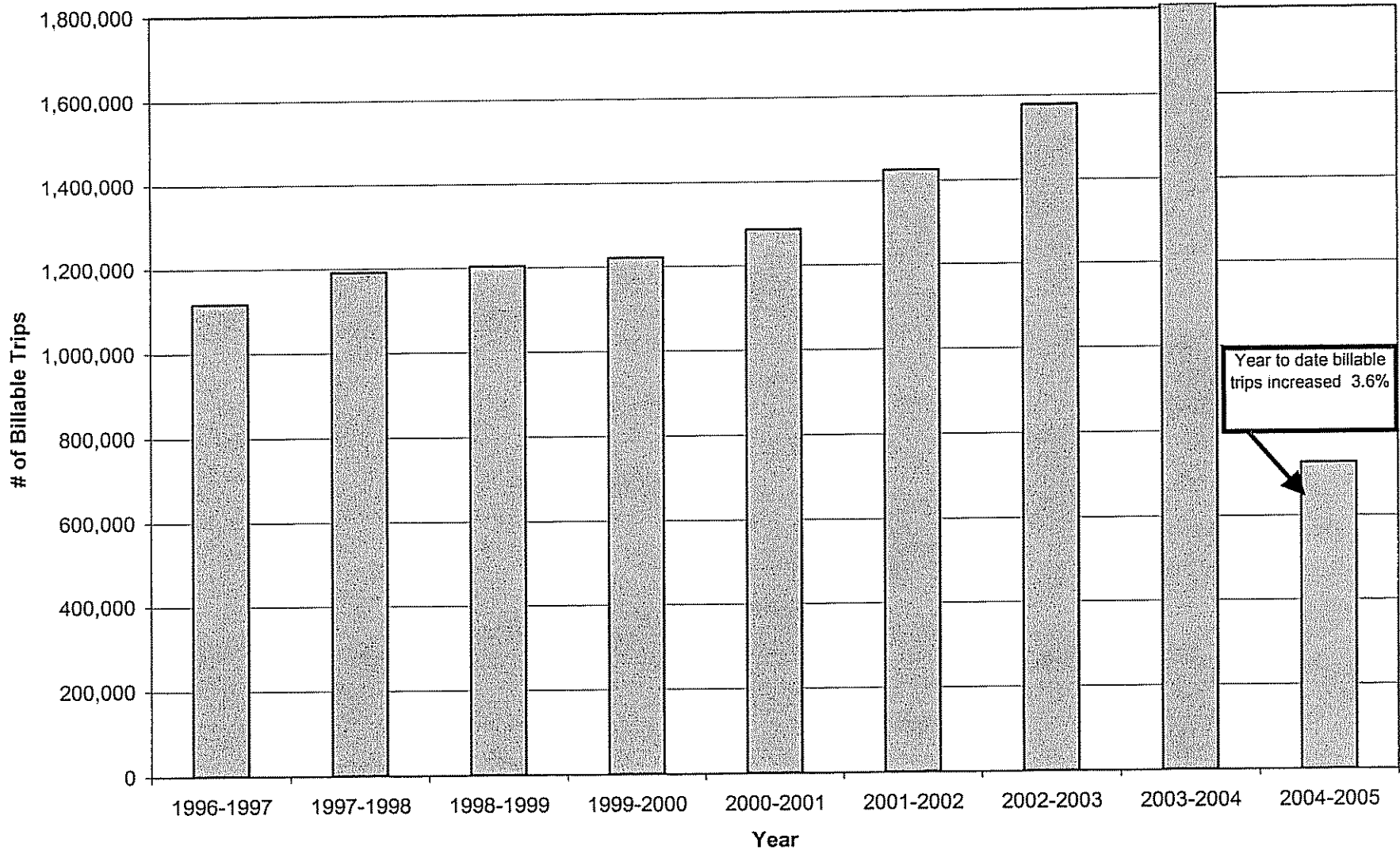
V. ATTACHMENTS

Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

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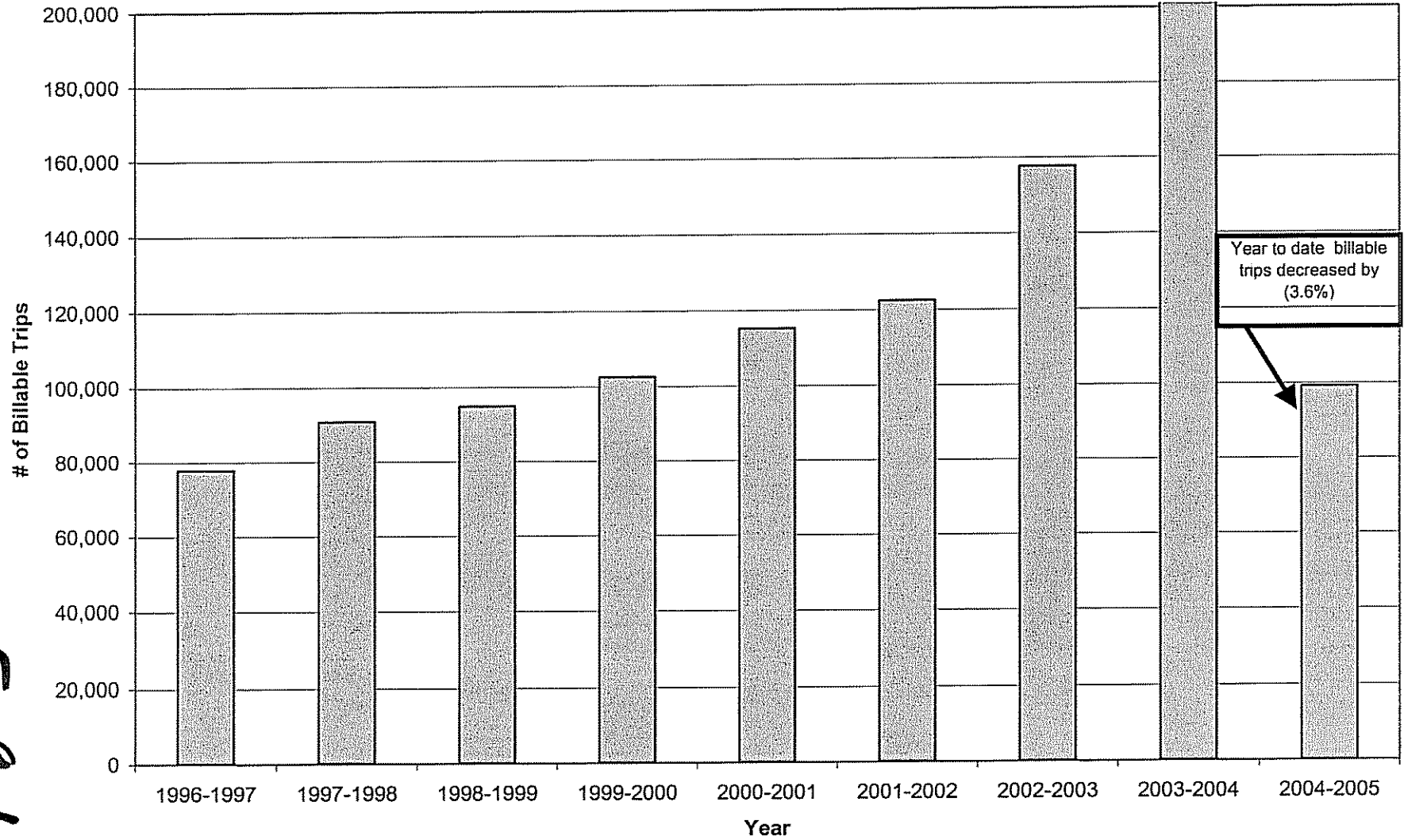
UCSC Student Billable Trips



S-9.a1

Attachment A

UCSC Faculty / Staff Billable Trips



S-9.b1

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 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 currently proceeding according to the revised schedule attached to this staff report.
- Site Plan Check review completed by LP2A, City of Santa Cruz Public Works, and Harris & Associates.
- Real estate acquisition and relocation phase of the project is in final stages.
- Agreements with Surf City Produce and Odwalla has been reached.
- Tenant Improvements for 110 Vernon Street are close to completion.
- Bids are being solicited for bus parking site improvements at 115 Dubois Street.

III. DISCUSSION

The MetroBase Project is proceeding according to the revised schedule that is attached to this staff report. 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.
- Received signed real estate and settlement signature agreement from Surf City Produce.
- Received signed settlement agreement from Odwalla.
- Surf City Produce and Odwalla will vacate the premises no later than March 15, 2005 according to the settlement agreement.
- A Tool Shed has relocated to 280 Harvey West Blvd.
- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel. Design plans have commenced for Tenant Improvements. Proceeding according to schedule.

- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. Bids are being solicited for the site work construction of bus parking improvements.

B. Finance

- 25 Sakata Lane, Watsonville property being prepared for sale in March/April timeframe and will be advertised for approximately 45 days.
- FTA approved concurrence letter with appraisal for Watsonville property.

C. Architectural & Engineering (A&E)

- RNL: Design Phase is 95% complete.
- RNL Design presented to the Board of Directors design and aesthetic issues on October 22, 2004.

D. Construction Management (CM)

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

E. Construction Schedule

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24th, 2004. CNG Vessels expected delivery in February 2005.
- METRO staff presenting recommendations for award of a the Demolition Package Contract for 1122 River Street and 120 Golf Club Drive on Jan. 28, 2005.

IV. FINANCIAL CONSIDERATIONS

Statement by State of California Finance Director Tom Campbell that proposition 42 will need to be suspended for 2006/2007 fiscal year places \$6,363,000 in STIP funds for the project in jeopardy. Lack of adopted Federal Reauthorization Bill places \$5,261,445 in High Intensity Transit Tier funds, and \$1,137,800 of Surface Transportation Program funds in jeopardy.

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the January 6, 2005 Regular SCCRTC Meeting
Attachment B: Minutes of the January 20, 2005 Transportation Policy Workshop

5-11.1

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

MINUTES

Thursday,
January 6, 2005
9:00 a.m.

Santa Cruz City Council Chambers
809 Center Street
Santa Cruz CA 95060

1. Roll Call

Members Present: Jan Beautz Ellen Pirie
 Tony Campos Emily Reilly
 Tim Fitzmaurice (Alt.) Antonio Rivas
 Randy Johnson Pat Spence
 Michael Keogh Mark Stone
 Dennis Norton Mardi Wormhoudt
 Rich Krumholz (ex-officio)

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

1. Roll Call

2. Oral Communications

Dave Eselius said he thought correspondence with Caltrans had ceased when the Commission began to investigate design-build options. He asked that it be noted for the record that the Commission did not know what they were building regarding Highway 1.

Les White, SCMTD, announced the "building breaking" ceremony to begin construction of the MetroBase at noon on 1/14/05.

3. Additions or Deletions to Consent and Regular Agendas

Acting Executive Director Pat Dellin noted additional Comments from the Public (Item 16) and replacement pages for Item 25.

CONSENT AGENDA (Wormhoudt/Campos)

4. Approved Minutes of December 2, 2004 Regular SCCRTC Meeting, as amended.

A typographical correction was made to page 4-10 of the December 2, 2004 Regular SCCRTC Meeting Minutes changing the word "promising" to "project".

Commissioner Rivas abstained as did Commission Alternate Nicol, who briefly replaced Commissioner Norton at the beginning of the meeting.

POLICY

5. Approved Staff Recommendations Regarding 2005 Legislative Outlook and Draft 2005 Legislative Agenda (continued from December 2004 Meeting)

PROJECTS and PLANNING

6. Accepted Highway 1 Projects Status Report (including Announcement of January 20, 2004 Public Hearing on Project Alternatives - enclosed separately)
7. Accepted Update on State Funding Availability (continued from December 2004 Meeting)

COMMISSION BUDGET and EXPENDITURES

No Consent Items

ADMINISTRATION

8. Approved Bicycle Committee and Staff Recommendation Regarding Appointment to Bicycle Committee

COMMITTEE MINUTES

9. Accepted Draft Minutes of the Budget and Administration/ Personnel Committee Meeting of December 9, 2004
10. Accepted Draft Minutes of the Bicycle Committee Meeting of December 13, 2004
11. Accepted Draft Minutes of the Paratransit Coordination Task Force Meeting of December 15, 2004

5-11.az

INFORMATION/OTHER

12. Accepted Monthly Meeting Schedule
13. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies - No Letters
14. Accepted Correspondence Log
15. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues - No Letters
16. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
17. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meeting
18. Accepted Information Items
 - a. SCCRTC Transportation Development Act (TDA) Revenue Report
 - b. Information from the Metropolitan Transportation Commission (MTC) regarding Transportation 2030 Web Survey
 - c. Article entitled "511 Success Story"

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

No Consent Items

REGULAR AGENDA

19. Welcome New Commissioners

Commissioner Pirie welcomed the new Commissioners and Alternates in attendance.

20. Commissioner Reports - None
21. Director's Report - Oral Report

Acting Executive Director Pat Dellin reviewed her report highlighting her invitation to meet with the new Commissioners for orientation, recent staff appointments, the status of the recruitment process for the Executive Director position and staff vacancies. Ms. Dellin reported on the Budget and Work Programs noting that the amended budget for this fiscal year and the budget for next fiscal year will be presented to the Commission in March for approval. She added that the update to the *Regional Transportation Plan* was nearly complete and that a public

5-11.03

hearing on selection of project alternatives for the Highway 1 Widening/HOV Lane PA/ED is scheduled for Thursday, January 20th at 7:00 pm at the Board of Supervisors Chambers. She said that she was attending the annual Transportation Research Board meeting and conference in Washington, DC and while there will meet with congressional staff members and the Commission's federal legislative assistant, Carolyn Chaney.

22. Caltrans Report

Rich Krumholz, Caltrans District 5, introduced Keith Hinrichsen as the new Caltrans regional planner for Santa Cruz County.

Mr. Krumholz responded to an earlier comment from Dave Eselius, saying that Caltrans is still the lead agency for the Highway 1 Widening/HOV Project and that the Department will sign off on the final alternative, no matter how it is built, and is very much involved on the Project Development Team.

In answer to requests and questions raised at the December, 2004 meeting, Mr. Krumholz said that Caltrans did not usually display draft plans but that he was trying to get display boards of sound walls or other part of the Highway 1/17 Merge Lanes project for the public to view at local libraries. He said that it looked like it would be possible to install sidewalks on one side of the Market Street underpass. Mr. Krumholz also said that Caltrans was working with the City of Santa Cruz to implement pedestrian safety improvements at the Morrissey Boulevard overpass and that a cooperative funding strategy would be necessary. The short term solution would be to install a stop sign at the intersection.

Commissioner Reilly asked if the Caltrans presentation scheduled for the February Commission meeting could include information on alternative building materials, including papercrete, which could lower construction costs if applicable to the projects.

Commissioner Spence asked that Caltrans give the public plenty of notice before the lane closure for improvements at Rio del Mar begins.

23. Local Transportation Sales Tax Measures from Other California Counties

Acting Executive Director Pat Dellin said that of the seven transportation sales tax measures that passed statewide in the November election, only two were new measures. She said

5-11.24

that renewing an existing tax was easier than gaining approval for a new tax because the tax had a "track record" and the community could see what had been delivered. Ms. Dellin suggested waiting until fall and coming back with ideas on a process to develop a funding plan for transportation projects.

Eileen Goodwin, Apex Strategies, said that the sales tax measures that didn't pass, including the Santa Cruz County measure, had three common themes: lack of consensus regarding the expenditure plans; under-funded campaigns from the private sector; and organized, funded, credible opposition.

Ms. Goodwin suggested that because renewals are easier, proposing a smaller plan and a shorter tax period could establish the needed support for larger projects. She also suggested looking at a package that combined other funds, such as developer fees and funds generated by the Transit Occupancy Tax, to show the community how funds are leveraged. She also recommended continuing to work on increasing awareness in the community about how neither the state nor the federal governments have the money they used to have and that there are benefits to having local funding sources. Lastly, Ms. Goodwin recommended spending time on building consensus and having a public process that is very inclusive. She said to take advantage of the Regional Transportation Plan process and find ways to fund parts of projects and build consensus around smaller concepts.

Ms. Goodwin added that upcoming elections which could potentially include a sales tax measure for transportation are a special election in November 2005 and regular elections in June and November 2006. It is probably unrealistic to aim for a 2005 election, and to be prepared for either of the 2006 elections, the Commission would need to decide fairly soon that it wants to make a second attempt.

Commissioner Reilly said that change needs to start with the Commission and that Ms. Goodwin had said early on that the size of the community and the size of the tax base would make funding a huge project very difficult.

Commission Alternate Fitzmaurice said that while being a self-help county allows for independent control of tax dollars, many people think that it is the government's job to fund highway projects.

Ms. Goodwin pointed out that self-help does not have to apply only to highways and that Santa Clara County has a

5-11.95

permanent ½ cent sales tax for transit and has now passed another tax entirely for transit.

Commissioners discussed taxation issues including: the current need to rely on local taxes due to deficits at the state level, the fact that the government is reluctant to raise the gas tax which traditionally funds highway projects and that Proposition 42, which was supposed to make billions available for transportation projects, has been siphoned off to support the state's General Fund.

Acting Executive Director Pat Dellin noted that California ranks 47th in the nation on how much is spent per capita on transportation and that part of the Commission's challenge is to let more people know that the state has no money and that there is not enough money at the state and federal levels.

Commissioner Beautz said that a tax measure should only be presented to the public for projects that really help, not just to get the public used to the idea of transportation taxation. She said that the electorate is who needs to find consensus and that one of her constituents had suggested putting individual transportation projects on a ballot and to let voters choose which ones to fund.

Commissioners discussed the process necessary to reach a consensus noting that the Commission has to be willing to be completely open to building a coalition and that it was important to be inclusive and involve citizens in the process.

Commissioner Beautz said that if a really big project is necessary, doing less won't fix the problem. Commissioner Wormhoudt said that the Commission might need to debate whether the only good highway project is to widen the highway or if there are other highway projects that could help relieve congestion.

Commissioner Pirie supported completing the Environmental Impact Report and returning in the fall with a plan for a funding process.

Commissioner Stone moved to approve the staff recommendations to review information on the transportation sales tax measures from other California counties and direct staff to return to the Commission in Fall 2005 with recommendations on a process to develop a funding plan for regionally significant projects that are under-funded.

Commissioner Stone added to the motion that staff return with a recommendation for a process to bring people back

5-11.26

into this discussion and to find out what the people in the county want. Commissioner Rivas seconded.

Commissioner Reilly asked for a report on why the JPA is needed.

Public comment was heard.

Ed Davidson said the reasons Measure J was defeated are that the university students did not support the measure because the payoff on the additional taxation was so far down the road that it would not benefit them, that Scotts Valley, San Lorenzo Valley and the Summit area had limited interest in the project and finally that the add-on projects to bring the City of Santa Cruz on board weren't wanted. He said the defeat was a referendum on the rail and that the decision to acquire the branch line was made without public input.

Dave Eselius said the real need is to acknowledge the real need and that the highway is the backbone that connects all communities. He said the needs of commuters are not addressed and that discussing other projects is frivolous.

Micah Posner said that a poll to only widen the highway showed only 54% support and that other projects needed to be included to get closer to the 2/3 vote necessary for passage. He said that it is necessary to look at mobility in the county and open the process to the public putting the Environmental Impact Report on hold and to find a project that has consensus, like building a bike path.

Joan Anderson said that Personal Rapid Transit would cost 1/5th to 1/12th of adding a lane to the highway and that she would also love a bike trail.

Bob Yount said that public transit was shortchanged in the Expenditure Plan.

Paul Elerick said that without adding amenities the Measure wouldn't have even gotten the number of votes it did get. He offered to work on a coalition.

Libby Huyck said the measure was deceiving inferring that the rail line right-of-way would be a bike trail and that the Commission needs to fix its credibility problems before moving forward.

Debbie Bulger said there is a lot of disillusionment with government waste and that spending millions of dollars on an EIR for a project the county cannot afford will not be looked at favorably. She advised spending the money on street repair.

5-11.97

Bruce Korb urged the Commission to spend money wisely and forget about the rail trail project, saying the rail project is a transparent scheme for a recreational project that doesn't benefit the needs of people. He said the goal is to get people moved around and that a train won't help.

Jim Conklin said that Santa Cruz has infrastructure needs and must be a self-help county. He cited competing tax measures and only 4 months of campaigning as among the reasons for the measure's failure. He agreed that the goal must be defined and that widening is a reality.

Public comment was ended.

The motion carried unanimously.

CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

Open session resumed at 11:35. Commission Alternate Schiffrein replaced Commissioner Wormhoudt and Commissioner Campos was no longer present.

25. Acquisition of the Santa Cruz Branch Line - Updated Schedule and Financial Plan and Amendment to Consultant Contract

Acting Executive Director Pat Dellin said the Commission is in a new phase now that the Letter of Intent (LOI) has been signed and that staff had proposed a potential timeline and a draft updated Financial Plan. Ms. Dellin said that the replacement pages refer to title review work which requires a \$10,000 advance to initiate. She recommended that the Commission schedule public hearings in March, April and August.

Commissioner Beautz said that the assumption that an historical site investigation will not be required because the acquisition will not disturb any structures could change if trestles had to be replaced.

5-11.98

Kirk Trost, Miler, Owen & Trost, responded that a structures assessment prior to the close of escrow will include an analysis of structures and the cost to maintain and replace structures if necessary. He said that any historical assessment would have to be done before the acquisition and while not expected, it would be done if necessary.

Commissioner Reilly said she wanted to make sure Caltrans was in the loop regarding any right-of-way approvals. Commissioner Pirie expressed concern regarding the financial plan as it includes Proposition 116 funds and is only looking at the Capitola to Aptos route. She said that the Business Plan shows serious questions as to whether that route will work. Her concern is that if it does not work, the Commission will either have to pay back the money or switch to another service. She said that if there is another route that would work better, the Commission should consider it. She asked if the Commission had looked at other segments and rejected them and if there was still documentation on these routes.

Acting Executive Director Pat Dellin said there had been a recreational rail analysis report in 2003 and that the Commission had voted to designate this segment in May of 2003 and has since then, based on that decision, worked on this segment.

Public comment was heard.

Libby Huyck said the EIR only looks at 6 miles of the 32 miles of track, that the Business Plan is flawed, that there is no mention of a bike trail in the plan and suggested to treat the bike trail as a parks project and get funding from many sources and avoid the recreational rail entirely.

Mike Whaley said the trail project should be passed off to the Parks and Recreation Department and that a transportation agency should be moving people around.

Bill Comfort said the State Transportation Improvement Program money planned for this project is not available and the Commission should not go forward with the purchase.

Ken Kannegaard, RMC Materials, encouraged the Commission to work with RMC on the purchase.

Commissioner Keogh recommended doing an historical site assessment. He said that an economic plan, which was referenced in the Business Plan, was missing and wants it made available. He asked if the Commission is going to agencies with the caveat that we might not purchase the rail line when conducting the due diligence tasks.

5-11.99

Commissioner Beautz thought the timeline was too compressed and that July and August were not good months to go to the public.

Commission Alternate Schiffrin said the signed LOI indicated the intent to close in September and that the Commission should show good faith by trying to live up to the agreement. He said if more time was needed later the Commission could take additional time. He added that it might be useful to get information regarding previous passenger rail service studies from 70's or 80's as background, saying that while it is true that much of the public support is from rail trail advocates, having control of the rail corridor preserves options for the long term and there may be potential for moving forward from a transportation perspective.

Commissioner Pirie suggested gathering this information about previous studies and bringing everyone up to speed at a January Transportation Policy Workshop. Commission Alternate Schiffrin agreed but said that this review should not hold up going forward with the staff recommendations.

Commissioner Pirie said she had a problem with the second recommendation to approve an updated financial plan.

Commission Alternate Schiffrin moved to approve the staff recommendations, adding that the timeline was being approved at this time, that staff be directed to return to the January 20, 2005 Transportation Policy Workshop with information on past rail studies and that a status report on the historical sites investigation be provided in April. Commission Alternate Fitzmaurice seconded.

Commissioner Spence voiced many concerns including the sequence of tasks, the AB3090 requests, whether the Commission was obligated to purchase the line if the appraisal came back under the agreed price, and if purchasing the line "as is" meant the Commission would have to clean up hazardous materials.

Commissioner Pirie asked Commissioner Spence to put her questions in writing for staff to reply. Commissioners discussed whether the timeline gave enough time for public review.

Commission Alternate Schiffrin said it was clear that as a public agency, time for adequate public review is needed. In light of this, he will add to the motion to ask staff to return at the next meeting with a report as to whether it would be possible to get documents earlier than the proposed

5-11.910

timeline with the goal to get information out as early as possible. Commission Alternate Fitzmaurice who seconded the motion agreed to this amendment.

Commissioner Keogh said he wanted liability insurance discussions to take place with the carrier and not just the broker.

Commissioner Keogh will work with Acting Executive Director Pat Dellin and Commissioner Johnson on insurance issues.

Regarding AB3090 requests, staff will return with information to show how they will not compete with MetroBase funding.

Commissioner Beautz asked to vote on each recommendation separately. Commissioner Keogh seconded.

Commission Alternate Schifffrin said he would include in his motion to clarify recommendation 4 and ask staff for a report at the January TPW regarding the relationship between the AB3090 requests and impacts on the AB3090 request for Metro Base.

Acting Executive Director Pat Dellin said that since Senior Planner Rachel Moriconi is the expert in that area, she would like to report to the Commission in February.

Commissioner Spence again expressed her concern that the Business Plan is being developed after the Request for Proposals is released. Commission Alternate Schifffrin said the Business Plan is a summary document which cannot be refined until after the short line operator negotiates what they will provide.

Commissioners voted on the staff recommendations separately as follows:

1. Approve at this time the attached draft Projected Timeline for the Santa Cruz Branch Rail Line Acquisition Project and direct staff to implement the tasks.

The recommendation was approved with Commissioner Beautz voting "no"

2. Approve the draft updated Financial Plan for the rail acquisition project;

The recommendation was not approved. Commissioners Norton, Reilly, Fitzmaurice, Schifffrin and Stone voted "aye" and Commissioners Beautz, Pirie, Johnson, Keogh, Rivas and Spence voted "no".

5-11.911

3. Approve the resolution authorizing the Executive Director to amend the Miller, Owen and Trost contract to include an additional \$82,000 to cover the \$142,000 estimated cost of the necessary title review for the rail acquisition project and provide a \$10,000 advance to initiate the title review work;

The recommendation was approved unanimously.

4. Direct staff to return to the Commission in February with an AB3090 State Transportation Improvement Program (STIP) amendment request, AB3090 loan request to the Coastal Conservancy, proposed concepts for the Proposition 116 application, proposed concepts for the Request for Proposals (RFP) for a short line operator, and other steps necessary to implement the financial plan;

The recommendation was approved with Commissioner Keogh voting "no".

5. Direct staff to return to the Commission in March with a draft Proposition 116 application, a draft purchase agreement, an update on liability insurance, and a draft RFP for a short line operator;

The recommendation was approved with Commissioners Pirie and Spence voting "no".

6. Schedule three public hearings: one for the Draft Environmental Impact Report on the Recreational Rail Project (March 17th at 7:00 pm), the second to consider the Purchase Agreement (currently scheduled for April), and the third for the final decision to purchase (currently scheduled for August); and

The recommendation was approved unanimously.

7. Direct staff to include in each regular RTC and Transportation Policy Workshop (TPW) meeting packet a status report on reports and analyses for the branch line acquisition.

The recommendation was approved unanimously.

The additional recommendation to get a report on historical site investigations was approved unanimously.

Acting Executive Director Pat Dellin asked that the Commissioners who voted "no" on the draft updated Financial Plan let her know what they want changed.

5-11.912

26. Recreational Rail Revised Environmental Impact Report (DEIR)- Description of New Alternative, Proposed Timeline and Notification Process, and Information on Demonstration Train

Kirk Trost, Miller, Owen & Trost, reported that he needed to find out what the Federal Railroad Administration required to put a passenger rail demonstration train on excepted track.

Commissioner Keogh asked why an email dated January 4, 2005 from Robert Jones had not been included in the Comments from the Public. It was determined that staff had not been copied on the email and had not received it. Acting Executive Director Pat Dellin will include the letter in the next Commission meeting.

Commission Alternate Schiffirin moved to approve the staff recommendations to:

1. Approve the description of the Business Plan Alternative for inclusion as an alternative in the Revised DEIR;
2. Approve the process for notifying each agency, person and organization that submitted comments on the prior DEIR, and send each entity a copy of the Revised DEIR;
3. Approve the proposed schedule the Revised DEIR and schedule a public hearing for Thursday, March 17, 2005 at 7:00 pm; and
4. Accept an oral report on conducting a demonstration train event.

Commissioners discussed the crews and times for operation of the freight line and if the demonstration train was a car with a locomotive.

Mr. Trost said there was a possibility that the demo train could run without passengers in it, but that he was trying to have the demonstration include passengers.

Commissioner Norton seconded and the motion passed unanimously.

27. Next Meetings/Adjournment

The meeting adjourned at 12:55 pm.

The next Transportation Policy Workshop is scheduled for Thursday, January 20, 2005 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz CA 95060.

5-11.913

A Public Hearing on Alternatives for the Highway 1 Project Approval/Environmental Document (PA/ED) is scheduled for Thursday, January 20, 2005 at 7:00 p.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, February 3, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

Gini Pineda, Secretary

5-11.214

ATTENDEES

| <u>Name</u> | <u>Representing</u> |
|----------------------|----------------------------|
| Robert Yount | |
| Debbie Bulger | Mission Pedestrians |
| Genevieve Bookwalter | Santa Cruz <i>Sentinel</i> |
| Micah Posner | People Power |
| Paul Elerick | CFST |
| Ken Kannegaard | RMC Pacific Materials |
| Jim Conklin | Business Council |
| Joan Anderson | CFST |
| Cliff Walters | Big Trees Railroad |
| Mike Whaley | |
| David Eselius | |
| Bill Comfort | |
| Tom Bolich | County DPW |
| Rahn Garcia | County Counsel |
| Christina Manriquez | CHP |
| Eric Child | |
| Kathryn Nation | Senator Maldonado's Office |
| Ed Davidson | |
| Piet Canin | |
| Sandra Coley | PVTMA |
| Jan Kampa | |

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5-11.a 15

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, January 20, 2005
9:00 am
SCCRTC Conference Room
Santa Cruz, CA 95060

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

Staff Present: Pat Dellin Luis Mendez
 Tegan Speiser Karena Pushnik
 Grace Blakeslee Gini Pineda

1. Introductions

Introductions were made.

2. Oral Communications

None

3. Additions/Deletions to the Agenda

Acting Executive Director Pat Dellin noted that two packets of comments from the public were handed out: the first packet was comments on the Recreation Rail project for this meeting; and the second packet was regarding the Project Alternatives for the Highway 1 Widening/HOV Lane Project for the evening Regional Transportation Commission meeting.

4. Accept Information on Recreational Rail Service Options

Commissioner Beautz distributed a letter dated January 19, 2005 suggesting an alternative proposal for acquiring the rail line right-of-way. Ms. Beautz also provided copies of a letter dated November 10, 2003 from Cliff Walters, Santa Cruz Big Trees and Pacific Railway, containing responses to the notice of preparation for an Environmental Impact Report on the Recreational Rail Project.

5-11.61

The letter from Commissioner Beautz proposed using the existing Santa Cruz and Big Trees Railroad as the recreational rail service, with the .8 miles of Union Pacific owned track between Maple Street and the Boardwalk as the rail component of the newly purchased right-of way, to qualify the Commission to apply for Proposition 116 funds. Ms. Beautz said her understanding was that there were examples of minimal new rail service that qualified agencies to receive Proposition 116 funding.

Commission Alternate Schiffrin agreed with Commissioner Beautz on her approach to the issue. He said that if precedents could be found for using an existing rail line and a minimal amount of the newly acquired Union Pacific line for Proposition 116 funding, it could be possible to obtain permission from the California Transportation Commission (CTC) to qualify for the funding. He suggested forming a committee to work with staff and the California Transportation Commission to find out if Commissioner Beautz's proposal would be acceptable to the CTC.

Commission Alternate Quintanilla said he would serve on the Committee.

Commissioner Pirie said she had considered rail service from the Highway 1/9 junction to the Boardwalk area that would also draw people to the arts facilities being developed at the old Salz Tannery site. She said rail service at this location would allow people to board a train headed to the beach, Boardwalk, Depot Park, and the planned Marine Sanctuary Visitor Center instead of driving down Ocean Street.

Commissioner Norton said that the citizens of Capitola wanted the recreational line as an economic generator. He said he had no problem with looking at the option suggested by Commissioner Beautz, but was not sure if the CTC would approve Proposition 116 funding for acquisition of the Santa Cruz Branch Rail Line with such a small project.

Commissioner Rivas said that Watsonville had many recreational opportunities and that rail service should serve the entire County, including Watsonville.

Commission Alternate Schiffrin said that the important thing is to purchase the rail line so that the public is able to have control of the corridor; then if passenger rail services become feasible, the Commission has the ability to provide the service. He said that since the issue is getting control of the rail line, the Commission should follow the timeline already in place while exploring other options in the meantime. He noted that recipients of Proposition 116 funds had up to ten years before service had to begin, providing plenty of time to explore options at a later date. He said that the Commission should set up a process to investigate whether existing service might satisfy the CTC for Proposition 116 funding, while going forward with the acquisition as currently planned.

Commissioner Pirie made a motion to form a committee of Commissioners to work with staff and the CTC to explore if options such as using the existing service to the Boardwalk provided by Big Trees or using existing track to provide rail service from the Highway 1/9 junction to the Boardwalk area would qualify the SCCRTC for Proposition 116 funds.

5-11.62

Commissioner Reilly seconded.

Commissioner Norton volunteered to serve on the Committee.

Commissioner Pirie added the option of a Santa Cruz to Davenport train to the motion.

Commission Alternate Schiffrin said that the contract with the short haul operator will have to include both recreational rail and freight service and that the operator may have a preference regarding the options. He said to focus on whether the CTC would support the Big Trees option.

Commissioner Pirie said that she would support directing the committee to focus on the suggestion made by Commissioner Beautz and to look at other options if that one was not viable.

Commissioner Spence said that Davenport is an artist's colony of sorts and that Long's Marine Lab could possibly be a stop on a Santa Cruz to Davenport line. She also suggested a shuttle bus to Ano Nuevo when the line was running.

Commissioner Norton said the Commission had made a commitment to move forward with a plan as proposed and should not change direction unless a public hearing was held.

Commissioners Johnson and Stone agreed that to have a committee look at other ideas and moving forward with the present timeline and plan were not mutually exclusive.

Acting Executive Director Pat Dellin reminded Commissioners that in order to keep on schedule, it was necessary to submit a Proposition 116 application by March. She said that the committee would have to meet soon to find out if the CTC will approve the new suggestions. She also said that the revised draft Environmental Impact Report is 98% complete and ready to hand out in February as scheduled. She said that the staff would continue to work on the previously approved work tasks in parallel to this new effort.

Commissioners asked that staff check with all counties that used Proposition 116 funds and find precedents for small projects.

It was decided that Commissioners Stone, Pirie, Norton, Schiffrin and Quintanilla would form the committee.

Rich Krumholz, Caltrans District 5, said he was willing to participate having a state representative would be helpful.

Commission Alternate Schiffrin asked if the Caltrans Division of Rail could provide information on how Proposition 116 money has been spent. Mr. Krumholz will try to get the information.

A vote was taken on the motion and it passed unanimously.

5-11.63

The meeting was adjourned at 9:45 am.

5. Next Meetings / Adjournment

A Public Hearing on the Selection of Alternatives for the Highway 1 Project Approval/Environmental Document (PA/ED) will be held Thursday, January 20th, 2005 at 7 p.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

The next regular Commission Meeting will be held Thursday February 3, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

The next Transportation Policy Workshop will be held Thursday, February 17, 2005 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Secretary

5-11.64

ATTENDEES

| <u>Name</u> | <u>Representing</u> |
|--------------|---------------------|
| Robert Yount | |
| Les White | SCMTD |
| Bill Comfort | |
| Paul Elerick | CFST |
| Rahn Garcia | County Counsel |
| Donna Ziel | |
| Peter Scott | CFST |
| Piet Canin | Santa Cruz TMA |

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S-11.65

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE

I. RECOMMENDED ACTION

That the Board authorize staff to enter into an agreement with the Santa Cruz Seaside Company to subsidize the operation of Late-Night Service on Route 71.

II. SUMMARY OF ISSUES

- For the past six years the District operated a late-night trip on Route 71.
- The Boardwalk guaranteed the costs of the extra service that operated from the Boardwalk.
- The service is extremely successful and the Boardwalk is again interested in the service.

III. DISCUSSION

Six years ago, the District was approached by Boardwalk staff to see if there was interest in extending the starting point for the last Route 71 trip to the Boardwalk. Their interest was due to the fact that a large number of their employees are young students living in Watsonville and the Metro bus service ended before the end of their evening shift. They were willing to “guarantee” that the District would not incur costs by agreeing to fund the cost of the route extension.

The Boardwalk has again contacted us with interest in this service. The Operations Department feels strongly that for consistency the service should run through the entire bid. The service will operate for 97 days, from June 2nd to September 7th. The Boardwalk requires the late service for less than that period, but they have agreed to fully underwrite the cost of the service extension to the Beach area for the entire bid.

The total cost for the service is estimated at just under \$2,000.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact on the District as the Boardwalk is picking up the full cost of the extension for the entire bid.

V. ATTACHMENTS

Attachment A: Letter from Boardwalk dated February 17, 2005



Attachment A

February 17, 2005

Mark J. Dorfman
Assistant General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street Suite 100
Santa Cruz, CA 95060

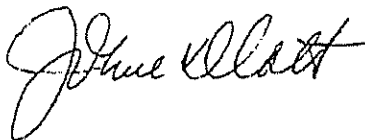
RE: 2005 Request for Late Night Transit Service on route 71 to Watsonville for the Summer

Dear Mark;

Please take the Santa Cruz Seaside Company request for late night service to Watsonville for the summer of 2005 to the Santa Cruz Metropolitan Transit District Board. The Santa Cruz Seaside Company will sign another Agreement for Transit Service, between the Santa Cruz Metropolitan Transit District (SCMTD) and the Santa Cruz Seaside Company, for summer bus service to connect our employees to the Metro Center for late night service on route 71.

Thank you for keeping the contract the same amount as last year. Our employees use the service as do other beach area business employees. We appreciate the Transit District responding to our company and other beach area employer's needs.

Sincerely,



Jo Anne Dlott
Vice President Human Resources

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: February 11, 2005

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following
Claims On The Dates Indicated:

Settlement with Frank Sloan on 1/14/05

Settlement with Frank Sloan

On January 14, 2005, in closed session the Board of Directors authorized a settlement of Frank Sloan's workers' compensation claim 12422029 in the amount of \$49,370.00, less permanent disability advances previously paid, by way of Compromise and Release. The following directors authorized the settlement: Beautz, Bustichi, Hinkle, Keogh, Norton, Reilly, Rotkin, Skillicorn, Spence, Stone and Tavantzis. Pursuant to this direction, a Compromise and Release was executed and the funds were paid as specified above.

5-14.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
**SUBJECT: CONSIDERATION OF REPORT ON WORKERS' COMPENSATION
EMPLOYEE CLAIMS**

I. RECOMMENDED ACTION

No action is required. This is an informational report only.

II. SUMMARY OF ISSUES

- The Workers' Compensation contract was awarded to a new Third Party Administrator at the January 28, 2005 Board meeting.
- During the discussion on January 14th Director Norton asked for information on METRO claims and the costs METRO has experienced over the past six (6) years.

III. DISCUSSION

Over the last two years the Board has requested more information on Workers' Compensation claims. Les White, General Manager stated the cost of Workers' Compensation benefits paid by METRO, as a self insured agency, needed to be reduced to assist in balancing the budget. Recent changes to the law also have the potential of reducing costs. A review of the current costs and claims information now can be helpful as a gauge for the effects of legislation and a change in Third Party Administrators. Attachment A is a chart showing the information that was requested for the time period 1999/2000 through 2004/2005.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Workers' Compensation statistics

5-15.1

Santa Cruz Metropolitan Transit District Workers' Compensation Statistics

| Claims opened by fiscal year | Still Open | Closed | Total Claims | Total paid | Total Outstanding |
|-------------------------------------|-------------------|---------------|---------------------|-------------------|--------------------------|
| 1999/2000 | 8 | 66 | 74 | 1,086,438 | 536,115 |
| 2000/2001 | 13 | 64 | 77 | 988,414 | 491,802 |
| 2001/2002 | 13 | 79 | 92 | 942,088 | 696,419 |
| 2002/2003 | 22 | 68 | 90 | 562,368 | 469,528 |
| 2003/2004 | 10 | 49 | 59 | 223,638 | 194,311 |
| 2004/2005 | 18 | 12 | 30 | 22,396 | 110,897 |
| | | | | | |
| | | | | | |
| Total (since '84) | 121 | 1673 | 1,794 | 14,868,997 | 4,351,571 |

| days lost 2004 | |
|-----------------------|-------|
| calendar | 2,531 |
| approximate wk | 1,772 |

| fiscal year | expenditures |
|--------------------|---------------------|
| 1999/2000 | 1,044,229 |
| 2000/2001 | 991,812 |
| 2001/2002 | 1,252,290 |
| 2002/2003 | 1,801,644 |
| 2003/2004 | 2,171,632 |
| 2004/2005 | 1,489,828* |
| | |
| | |
| | * cost to date |

*** Estimated Annual Cost**

| Type of injury * | Claims submitted in 2004 |
|---|---------------------------------|
| strain/sprain | 38 |
| cumulative trauma | 3 |
| | |
| laceration/abrasion/contusion | 12 |
| stress | 3 |
| other | 5 |
| affected body part(s)* | |
| upper extremity | 15 |
| lower extremity | 15 |
| back and neck | 18 |
| shoulder | 13 |
| other | 4 |
| | |
| * an injury may be included in more than one category | |

Santa Cruz Metropolitan Transit District Workers' Compensation Statistics

| Avg cost per claim |
|---------------------------|
| 21,926 |
| 19,224 |
| 17,810 |
| 11,466 |
| 7,084 |
| 4,443 |
| |
| |
| 10,714 |

ost

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
**SUBJECT: INFORMATION REGARDING LONG TERM DISABILITY INSURANCE
USE AT OTHER TRANSIT DISTRICTS**

I. RECOMMENDED ACTION

No action is required. This is an informational report only.

II. SUMMARY OF ISSUES

- The current Long Term Disability (LTD) contract was awarded at the December 17, 2004 Board meeting.
- During the discussion Director Norton requested a comparison of METRO's LTD experiences to other like sized California transit districts.
- Using the American Public Transportation Association (APTA) directory, transit districts in California with similar employee populations (185-604) were identified.
- For purposes of comparison in Santa Cruz County, the County of Santa Cruz, the City of Santa Cruz and the City of Capitola were also contacted to determine their LTD experience.

III. DISCUSSION

In performing the survey of similarly sized transit agencies, it was determined that the only transit districts offering LTD to their entire employee population were transit systems that were a department of a city (Montebello and Santa Monica). The other two systems that offer any LTD benefit (Foothill and Riverside) only provided this benefit to their administrative staff.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Long Term Disability Comparison Chart

5-16.1

LONG TERM DISABILITY COMPARISON CHART

| <u>TRANSIT AGENCY</u> | <u>COVERAGE AVAILABLE</u> | <u>EXPERIENCE/COST</u> |
|---|-------------------------------|---|
| Central Contra Costa (300 employees) | No | |
| Foothill (528 emsp) | Administrative personnel only | no claims 2002 -- present |
| Fresno Area Express (330 emps) | No | |
| Golden Empire (240 emps) | No | |
| Montebello (215 emps) | Yes | city department, cannot separate transit experience from total |
| Monterey/Salinas (230 emps) | No | |
| Riverside (604 emps) | Administrative personnel only | no claims 2002 -- present |
| San Joaquin (245 emps) | No | |
| Santa Barbara (185 emps) | No | |
| Santa Monica (380 emps) | Yes | Statistics unavailable
(cost 1.23% of base wages) |
| Mandatory, employees pays the entire cost. | | |
| Santa Cruz (321 emps) | Yes | claims: 2002: 11, 2003: 8, 2004: 5
(cost 0.012% payroll SEIU& MGT, 0.017% payroll UTU) |
| LOCAL | | |
| City of Santa Cruz (800 emps) | Yes | claims: 2002: 5, 2003: 4, 2004: 2
(cost 0.01% payroll) |
| Does not include fire and police | | |
| Santa Cruz County (2,372 emps) | Yes | Statistics unavailable |
| City of Capitola (70 emps) | Yes | 1 or 2 per year
(cost 0.77% payroll) |
| Cost includes short term and long term disability | | |

5-16.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEARS

None

FIFTEEN YEARS

Terry Gale, IT Manager

TWENTY YEARS

Randy Yagi, Sr. Customer Service Rep. (Retired February 11, 2005)
John Mellon, FM Lead Parts Clerk

TWENTY-FIVE YEARS

Mary C. Ferrick, Schedule Analyst (Held over from January)
Ruth Jones, Bus Operator

THIRTY YEARS

None

**Paratransit Coordination Task Force
Take from the matrix items from the 1/19/05**

February 3, 2005

TO: SCMTD Board of Directors

From: Pat Spence

The agenda packets for the February PCTF meeting may not be available prior to the February 11th Board meeting. In an effort to keep the Board up to date on at least the rudimentary items discussed at the January meeting, I have transcribe to the best of my recall following from the January 19th matrix of what was discussed. First attempts were to use the numbering as written but I found it easiest to bullet main points and state the short and long term goals. The comments that I recall are typed in gray tone and do not intend to represent that they will be what the RTC staff completes. I will update this information if or when possible.

XIV - Service between counties

A. Discussion Points

- I. Ease of use for client
- II.

Short terms recommendations

Calling either Community Bridges or Metro connects to either entity

This has been completed with the transfer options at both places and is /has worked well. Lift Line has not found the need to forward calls to Para Cruz recently

Red Cross has accessible vans for out of county rides and is listed in the RTC Specialized Transportation Guide as such

Long term recommendations

II. Customer service

Discussion Point

- What is the goal for hold times? What is the maximum acceptable hold times?
The Metro Para Cruz Customer Guide and Appeals Policy were included in the January agenda packet. Customer service points stated here have been in place since the paratransit contract with Community Bridges and addressed in these two documents.
- Should ADA eligibility be determined by trained professionals?
The suggestion was that physical therapist or occupational therapist working in such places as Dominican Hospital restorative care (or convalescent facilities?) be trained by Metro and work in conjunction to independently determine ADA eligibility.
- Who should be included in the ADA appeals panel?
It was suggested that all members of the Appeals Panel should be people with disabilities.

A further suggestion for service between counties was to include information on the fully accessible Highway 17 Express Service as an option for travel over the hill and possibility of applying for VTA ADA eligibility (or the 21 day period feature for ridership in another transit district.)

7.1

III. Trip quality.

Discussion Points

- What is the best way to help riders have a realistic expectation about pickup times?

Short Term

Long Term

Develop a Riders Bill of Rights which defines pick up windows, safety, cleanliness etc. and make suggestions for improvements

- How can people get to appointments on time?
"Ditto" long term above
- How can riders know about driver safety training?
"Ditto"
- What are the vehicle cleanliness requirements? How can this be relayed to riders?
"Ditto"
- What are reasonable travel times?
- What is the best way riders can make suggestions for improvements?

The 6 bullet items above are included in the Metro Para Cruz Customer Guide; driver training; service and maintenance standards.

IV. Communication between drivers and riders for schedule changes

Discussion points

- Can driver call riders when within 10 minutes of pickup?

Nextel radios used by Metro Para Cruz are used as two way communication between drivers and dispatch and do not have cell phone capabilities.

Making constant changes to an established manifest would make a driver off schedule for all rides if last minutes changes are made.

V. Affordability

Discussion points

- Should priorities be made for low income individuals (for low cost rides)

VI. Community input procedures

Discussion points

- How can the community continue to provide input and suggestions to the service providers?

Short Term

Coordinate with annual Unmet Needs meeting(s)

Responsibility: RTC

Long term

RTP (Regional Transportation Plan) update

Responsibility: RTC

VII. Accountability and system responsiveness

Discussion points

- How can the community stay apprised of how the systems is meeting the needs of the Community?

VII. County availability of accessible vehicle(including taxi scrip and regular taxi)

Discussion points

- Should private operators be required to make a certain part of their fleet accessible?
- It was stated that the presently this is not an issue with both Courtesy Cab and Yellow Cab as both have accessible vehicles.

To advocate that DMV or licensing jurisdictions make this a requirement for taxi permits

- Should priorities be developed for the Taxi Scrip program?

It was suggested that Lift Line send letters to people on the list to see if they are not deceased; still living in the county; or no longer have a need for taxi scrip

The program presently has an age and/or income criteria and provides the ultimate flexibility for unexpected transportation need by giving access to private taxi.

VII. Clear transportation system understanding

Discussion points

- Should a flow chart or 'cheat sheet' be developed to assist people working with riders?
- Should the Guide have an eligibility assessment to direct riders to the appropriate rides?

X. Emergency Ride programs for paratransit and transit riders

- Should policies be in place to ensure that seniors and people with disabilities are not stranded?

The TMA Emergency Ride Home criteria was presented: is meant to encourage individuals who use alternative transportation such as buses and car pooling and to give transportation at unexpected times.

Background to Paratransit Coordination Task Force – Purpose and goals.

1. The letter to the Commission from Supervisor Mardi Wormhoudt dated December 17, 2003
(Note: Sentences underlined to bring out main objective and goals)

“.....There are concerns regarding the quality of service provided by the main paratransit agency, Community Bridges, and there are also concerns regarding the Transit District mandate preventing the comingling of rides paid for by different funding sources on one paratransit vehicle. In addition, the Transit District is considering taking the Americans with Disabilities Act (ADA) funded services in-house, which would result in two paratransit agencies operating separate services in the County.”

“Over the years other programs have developed focusing on different populations in need of these services and the paratransit agency has expanded the service it supplies. The passage of ADA, with its legal and financial impacts has fundamentally altered the context in which services are provided. Not only are the legal requirements strict, but financial implications are major.....”

“.....Therefore, I think it is necessary and important at this time for The Commission to act to bring together the various parties concerned about paratransit services and to help structure a process that can resolve the long-term issues. In relation to the more immediate issues, I don't think it would be beneficial for the Commission to get involved in the on-going discussions between the Transit District and Community Bridges regarding the provision of services under the current contract.”

“.....At the conclusion of this public hearing, direct staff to meet with the various stakeholders and return to the Commission by our April, 2004, meeting with a work program for responding to the long-term paratransit services issues and, also, with a recommendation for a broadly-based task force representing all stakeholders, as suggested by many community members, to seek mutually agreed upon solutions to the major problems that confront the paratransit system.....”

2. Minutes RTC February 5, 2004 Public Hearing

“.....Commissioner Wormhoudt, who wrote the letter that brought the matter before the Commission, said the issue is very complex. She said that the Metro and Lift Line did a good job and that it wasn't the Commission's job to interfere with the internal workings of the transit district. She said that while there wasn't more money to solve the problems, the Commission should be able to find a long term plan to help the clients who are asking for something better.....”

3. Staff report of the April 4, 2004 RTC meeting

“Goals and Issues

A number of reoccurring themes came out of the public hearing, discussions with community members and the stakeholder survey. These themes can be summarized in three proposed goals for the paratransit system:

Paratransit Task Force and Work Plan Page 2

- The paratransit system will use funding as efficiently and effectively as possible
- The paratransit system will strive to maximize customer service and satisfaction
- Legal mandates shall be observed

Staff has attempted to group the issues and concerns under the goals as shown in

Attachment 5

Paratransit System Goals and Issues

PROPOSED GOAL 1: The paratransit system will use funding as efficiently and effectively as possible.

Related Issues:

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

Advance scheduling (for rides more than 2 weeks away)

Available Funding and Resources

Coordination between paratransit services (ADA, TDA, other)

Co-mingling / combine duplicate services

Clear transportation system understanding and expectations (riders, case workers, counselors)

Co-mingling / combine duplicate services

Making the Bus More Accessible (sidewalks, land use, etc.)

Mobility Training

PROPOSED GOAL 2: The paratransit system will strive to maximize

customer service and satisfaction.

Related Issues:

Ease of use for client

Customer Service (phone hold times, timeliness of eligibility determination, etc.)

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

Communication between drivers & riders for schedule changes

Affordability

Community input procedures (riders, caregivers, and facilities)

Accountability and system responsiveness

Availability of Accessible Vehicles (incl. Taxi Scrip)

PROPOSED GOAL 3: Legal mandates shall be observed

Related Issues:

Assurance that legal requirements met (ADA, Area Agency on Aging, Medi-Cal)

Labor relations

4. Paratransit Coordination Task Force minutes June 16, 2004 – Revised Purpose and Goals (Note: underlined portions in this section are part of the minutes to note changes to original Goals and Issues.)

“Identify Overall Purpose & Goals

By consensus, the following issues were added or amended to the goals forwarded by the SCCRTC (shown in underline/strikeout format). The group indicated a desire to prioritize identified actions and differentiate between short and long term goals.

Goal 1: The paratransit System will use funding as efficiently and effectively as possible.

- Make the bus transit system and related infrastructure more accessible (e.g. sidewalks, coordination with planning/public works departments on land use, etc.)
- Increase ridership amongst those with functional abilities (e.g.~ Mobility Training)
- Maintain fair funding allocations without disadvantaging one group over another
- Encourage accessible multi-modal transportation choices

Goal 2: The paratransit system will strive to maximize customer service and satisfaction.

- Customer service (phone hold times, timeliness of eligibility determination, etc.)
- Countywide availability of accessible vehicles (including taxi scrip)
- Clear transportation system understanding/expectations and community outreach (riders, caseworkers, counselors) This item moved from Goal 1

Goal 3: Legal mandates shall be observed.

- Assurance that legal requirements will be met (ADA, Area on Aging, MediCal, TDA, CTSA, Motor Vehicle laws)

Goal 4: Increase funding for specialized transportation services.

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Paratransit Coordination Task Force MINUTES – MEETING # 8

Wednesday, January 19, 2005, 2:00 – 5:00 pm
Santa Cruz Civic Auditorium, ABC Room

Members Present:

Michael Bradshaw
Richard Camperud
Kathleen Johnson
Clay Kempf
Paul Marcelin-Sampson
Roger McKowan
Dennis Papadopulo
Carmen Robles
Stuart Rosenstein
Ernestina Saldana
Pat Spence
Arturo Zamudio

Alternates Present (* = voting):

James Monroe
Nicole Rosa*
Andy Schiffrin*

Staff Present:

Bryant Baehr, SCMTD
Hal

Karena Pushnik, SCCRTC
Tegan Speiser, SCCRTC
Link Spooner, Community Bridges

Others/Guests Present:

Sharon Barbour, MASTF

Due to lack of a quorum, Item #7, an informational update on ADA Paratransit Implementation was discussed prior to the meeting being called to order.

7. ADA Paratransit Implementation Update

a. Transition Update

Metro - Bryant Baehr distributed results of a survey of 12 transit agencies in our area and how they handle same-day paratransit ride changes ([Attachment 1.](#)) Three allow some same-day changes (Sacramento, Muni, and Eastern Contra Costa). LA Access (8-10 providers in the LA basin that pool resources to provide service) allows changes and designed their service this way from the outset. VTA in Santa Clara County allows same-day changes, but charges riders 4 times the base fare for this flexibility. The criteria used to determine an emergency is an issue discussed by both Metro and this Task Force (TF) including concerns raised about preferential vs. discriminatory treatment.

Metro staff is asking their board to decide what type of reports on ParaCruz operational statistics they want included in agenda packets. A recommendation will go to the Metro Board in February. In the near future, Metro plans to survey the top 20-30 ride generators (ParaCruz destinations) to better understand their needs. The demonstration program with the Stroke Center and prepaid rides is going well. Metro has had a request to provide similar service to Twin Lakes Church. In response to a question about expanding prepaid service to other agencies, Metro staff responded that at this point, there do not seem to be any overly burdensome issues with the program. Some agencies such as VTA require all trips to be prepaid and a rider must have a positive balance in their account before they can book a trip. (This is not being recommended

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here.) Metro is starting to group more trips and using larger Goshen vehicles for these services. As requested by a member of the TF, Metro will bring a Goshen vehicle to the next TF meeting. Metro currently receives 350-400 calls a day for ParaCruz services. A question was raised as to whether any data has been collected to determine efficient and effective service in terms of consumer satisfaction. Metro staff said that due to resource constraints, this type of survey is not conducted now even for the fixed route system. Any research that is conducted in the future would need to include riders on both fixed and paratransit systems.

Community Bridges (CB) – Link Spooner reported that the ADA paratransit service is now completely transitioned. They still receive a few calls mostly from doctor's offices. CB provides magnets to these entities with the new phone numbers and plans to follow up with a collateral piece.

In response to a question about ongoing coordination with ParaCruz for emergency ride changes or out of service area rides that then go into the service area, both agencies noted that they continue to communicate via emails and phone calls, but that there are no regularly scheduled coordination meetings. Metro staff feels that the out of area issue was resolved with a Metro bus stop change and by using TDA funds to cover two riders going to the Stroke Center.

A quorum was achieved and Andy Schiffrin called the meeting to order at 2:35pm.

1. **Introductions** – Attendees introduced themselves
2. **Oral Communications** – Bryant Baehr reported that he could bring the Goshen vehicle towards the end of the next TF meeting after Stroke Center service is finished for the day.

Pat Spence said she discovered another medical trip provider in the county: Central Coast Ambulance Services. They provide basic life transport services as opposed to advanced life transport. She provided information to RTC staff and said a representative of the ambulance company was available to make a presentation about their services to interested parties.

3. **Additions or Deletions to the Agenda** – None

Consent Agenda

Re: Item #6, Information on Consolidated Transportation Agencies in California, Karena Pushnik circulated information from CalACT about CTSA designations throughout the state. Staff will put this information into a matrix and provide copies at the next meeting. This item was removed from the consent agenda and continued to the next meeting.

Re: Item #4, the December 15, 2004 Minutes, Paul Marcelin-Sampson had these changes:

- Page 4-3 Re: accommodating oversized wheelchairs, Metro staff said they have several oversized vans that can be used for these trips, not just one.
- Pages 4-4 and 8-14 Re: the recommendation about allowing a rider to stay on a single vehicle and have the trip billed to multiple sources, Mr. Marcelin-Sampson said that he

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voted against the recommendation because the motion didn't include any fiscal safeguards. Therefore, he doesn't think the words "in a financially prudent manner" as stated in the minutes were part of the motion that was passed. Staff will check this fact and report back at the next meeting.

(Bradshaw/Saldana) – The consent agenda was approved as amended with one abstention.

4. **Approved the Minutes** of the December 15, 2004 Paratransit Coordination Task Force as amended.
5. **Approved sending a letter to the RTC** requesting one additional meeting of the Paratransit Coordination Task Force to finalize the committee's recommendations.
6. **Continued this item to the next meeting:** Accept Information on Other Consolidated Transportation Service Agencies in California

Regular Agenda

7. **Discussed as an information item before the meeting was called to order -** ADA Paratransit Implementation Update
8. **Task Force Recommendations**
 - a. **Developed recommendations on remaining issues** re: Task Force Goal 1: Efficiency and Effectiveness and Goal 2: Customer Service and Satisfaction
 - b. **Continued to next meeting** - Develop preliminary recommendations on any issues not yet discussed
 - c. **Information item: Recommendations developed to date**

The Chair reminded the TF that it requested the RTC to approve one more meeting of this group. This final meeting in February will be spent finalizing recommendations. The Chair asked for the assistance of everyone present to use the remaining 2 ¼ hours of today's meeting to stay focused on getting through all the issues outlined for today.

Michael Bradshaw said that he wanted to encourage the elected officials appointed to the task force to attend the final meeting in February.

The Task Force continued the process of discussing and developing recommendations to address the final issue listed under Goal #1 and the issues listed under Goal #2. The Draft List of Preliminary Recommendations formulated so far will be distributed with the February 16, 2005 Task Force Agenda Packet. Specific issues discussed were:

- Service between counties
- Ease of use for clients
- Customer Service
- Trip quality (timeliness, safety, clean vehicles, etc...)
- Communication between drivers and riders for schedule changes
- Affordability

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- Community input procedures
- Accountability and system responsiveness
- Countywide availability of accessible vehicles
- Clear transportation system understanding/expectations and community outreach
- Emergency Ride programs for paratransit and transit riders

Actions:

While there was generally consensus about the recommendations, a hand count vote was taken on six issues as noted in the actions recorded below:

- As a long term goal, consider the creation of a single agency which would, at a minimum, administer the allocation of paratransit services and/or potentially be the provider of an integrated system of paratransit services. (Passed 7 to 4)
 - Request Metro to consider the option of designating appropriate individuals at particular facilities to determine eligibility for ADA paratransit services using Metro's criteria and standards and operating under their supervision. (Passed 7 to 5)
 - Members of Metro's ParaCruz Appeal Panel should be persons with disabilities who are users of the system and who have knowledge of the eligibility criteria. (Passed: 6 to 4)
 - Provide a convenient, public forum for all paratransit agencies to get input on their services from users. (Passed: 7 to 2 vote with 1 abstention)
 - Lobby state representatives to support requirements for all taxi vehicles to be accessible in the future (within the constraints of vehicle size); and lobby local elected officials to, through the permitting process, require local taxi operators to have a certain percentage of taxi fleets fully accessible (Passed: vote 6 to 4 with 1 abstention)
 - Request all paratransit providers to consider adopting policies to allow same-day changes under criteria that they may adopt. (Passed: 7 to 2)
9. **No action was taken on this carryover item from December 2004 Meeting:**
Example of Specialized Transportation Mobility Plan from Modoc County -
(<http://www.itsmn.org/ruralits2004/presentations/Couch.pdf>)
10. **Confirmed next meeting and agenda topic:**
- If the Paratransit Coordination Task Force's request for an additional meeting is approved by the RTC at their February 3 meeting, the final meeting of the Task Force will be held on Wednesday, February 16, 2005 from 2:00 – 5:00p.m. in the ABC Room of the Civic Auditorium. The primary agenda topic will be to finalize all Task Force recommendations.
11. **Adjourn** – The meeting adjourned at 5:00 p.m.

Respectfully submitted by,

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Tegan Speiser, Sr. Transportation Planner

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Survey of Local Transit Agencies (Same day changes to pick up / drop times / locations)

| Agency | Same Day Changes Allowed | Additional Fare | Notes |
|---|--------------------------|-----------------|---|
| Monterey - Salinas Transit | NO | N/A | N/A |
| SamTrans - San Mateo | NO | N/A | N/A |
| AC Transit - Oakland | NO | N/A | N/A |
| San Louis Obispo Transit | NO | N/A | N/A |
| San Joaquin RTD - Stockton | NO | N/A | N/A |
| Santa Rosa CitiBus | NO | N/A | N/A |
| CCCTA - Concord / Walnut Creek | NO | N/A | N/A |
| Sacramento | Some Changes Allowed | N/A | Based on availability - minimal "same day" mostly centered on Medical Circumstances |
| San Francisco MUNI | Some Changes Allowed | N/A | Based on availability - minimal "same day" mostly centered on Medical Circumstances |
| Eastern Contra Costa Transit Authority / Pittsburg CA | Some Changes Allowed | N/A | Tries to Accommodate request |
| LA Access | YES | N/A | |
| Valley Transportation Authority | YES | 4X Base Fare | Premium Service to Customers |

14-5

7.11

Attachment 1

To: Santa Cruz METRO Board of Directors

From: Tegan Speiser, SCCRTC

As requested by the METRO Board, attached are the Draft Recommendations of the Paratransit Coordination Task Force and the Agenda for the February 16, 2005 Task Force meeting.

Please note that there are currently two recommendation documents that will be merged into one file when the Task Force's Final Recommendations are prepared.

Paratransit Coordination Task Force
AGENDA – MEETING # 9
Wednesday, February 16, 2005, 2:00 – 5:00 pm
Santa Cruz Civic Auditorium, ABC Room

1. Introductions
2. Oral Communications
3. Additions or Deletions to the Agenda

Consent Agenda

4. Approve the Minutes of the January 19, 2005 Paratransit Coordination Task Force
5. Revisit Minutes of December 15, 2004 per request by Emily Reilly
6. Accept summary information on Other Consolidated Transportation Service Agencies in California

Regular Agenda

7. Finalize Task Force Recommendations
 - a. Staff Report
 - b. Draft Task Force Recommendations
 - c. Other Recommendations
8. Appreciation of Task Force Members and Refreshments
9. Adjourn

The Santa Cruz County Regional Transportation Commission does not discriminate on the basis of disability and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. This meeting location is an accessible facility. If you wish to attend this meeting and require special assistance in order to participate, please contact SCCRTC staff at 460-3200 (CRS 800/735-2929) at least three working days in advance of this meeting to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format. As a courtesy to those persons affected, please attend the meeting smoke and scent-free.

The majority of the Task Force (13 members) constitutes a quorum for holding the meeting. Member agencies self appointed, by SCMTD (M) or SCCRTC (R).

Task Force Members:

| | |
|-----------------------|---|
| Caroline Bliss-Isburg | Stroke Center/Elderday/Cabrillo College Disabled Student Services |
| Michael Bradshaw | Center for Independent Living |
| Scott Bugental | Elderly & Disabled Transportation Advisory Committee (E&D TAC) |
| Richard Camperud | Taxi Companies |
| Tony Campos (R) | Regional Transportation Commission (RTC) |
| Barbara Flynn, RN | Medi-Cal/Central Coast Alliance for Health |
| Mark Hartunian | Community Bridges |
| Kathleen Johnson (R) | Skilled Nursing & Residential Care Facilities |
| Clay Kempf | Seniors Council |
| Gary Knutson | Santa Cruz County Auditor/Controller |
| Steve Kudlak (M) | Consumer of Fixed Route Transit |
| Paul Marcelin-Sampson | Metro Riders Union |
| Roger McKowan (R) | Medical Community or Sr. Housing Devts. |
| Eileen Pavlik | Service Employees Int'l Union, Local 415 (SEIU) |
| Dennis Papadopulo (M) | Consumer of Paratransit Services |
| Emily Reilly (M) | Santa Cruz Metropolitan Transit District (SCMTD) |
| Carmen Robles | Santa Cruz County Health Services Agency (HSA) |
| Stuart Rosenstein (M) | Metro Advisory Committee (MAC) |
| Ernestina Saldana | Metro Accessible Services Transit Forum (MASTF) |
| Patricia Spence (M) | Santa Cruz Metropolitan Transit District (SCMTD) |
| Ellen Timberlake | Santa Cruz County Human Resources Agency (HRA) |
| Adam Tomaszewski (R) | Consumer of Paratransit Services |
| Mardi Wormhoudt (R) | Regional Transportation Commission (RTC), Chair |
| Arturo Zamudio | United Transportation Union, Local 23 (UTU) |

Task Force Alternates:

| | |
|---------------------------|---|
| Kirk Ance | Community Bridges |
| Manuel Coto | Stroke Center/Elderday/Cabrillo College Disabled Student Services |
| Michael Keogh (M) | Santa Cruz Metropolitan Transit District (SCMTD) |
| James Monroe | Taxi Companies |
| Bonnie Morr | United Transportation Union, Local 23 (UTU) |
| Edenilson Quintanilla (R) | Regional Transportation Commission (Campos) |
| Nicole Rosa | Medi-Cal/Central Coast Alliance for Health |
| Andy Schiffrin (R) | Regional Transportation Commission (Wormhoudt) |
| MaryJo Walker | Santa Cruz County Auditor-Controller |

Task Force Staff:

| | |
|----------------|--|
| Pat Dellin | Regional Transportation Commission |
| Karena Pushnik | Regional Transportation Commission |
| Tegan Speiser | Regional Transportation Commission |
| Les White | Santa Cruz Metropolitan Transit District |
| Bryant Baehr | Santa Cruz Metropolitan Transit District |
| Sam Storey | Community Bridges |
| Link Spooner | Community Bridges |

DRAFT Recommendations Paratransit Coordination Task Force

GOAL #1 – The system will use funding as efficiently and effectively as possible.

DRAFTED AT 11/17/04 TASK FORCE MEETING:

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

Short term recommendations:

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

Responsibility: RTC (or its committee, see III.B)

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

Responsibility: RTC (or its committee, see III.B)

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

Responsibility: RTC (or its committee, see III.B)

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

Responsibility: Metro and Community Bridges

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

Responsibility: Metro and Community Bridges

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

Responsibility: ? (It was suggested that the service providers, agency people and Ernestina meet to develop a common definition of information and referral in terms of client and staff needs.)

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

Responsibility: RTC (or its committee, see III.B) to coordinate start up

Long term recommendations:

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

Responsibility: RTC (or its committee, see III.B)

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

Responsibility: RTC (or its committee, see III.B)

II. Issue: Available Funding and Resources

Short term recommendations:

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

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

Responsibility: RTC and Metro

- b. Have Paratransit Coordination Task Force members submit to staff examples of duplication. This list could then be analyzed by relevant agencies, reviewed by the E&DTAC or RTC advisory committee and a report submitted to the RTC on ways to deal with these issues.

Responsibility: Paratransit TF, RTC staff, service providers, RTC (or its committee)

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

Responsibility: Paratransit TF, RTC (or its committee) and service providers

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

Responsibility:

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

Responsibility:

(These recommendations should be further refined for inclusion in the final Task Force recommendations.)

Long term recommendation:

3. Include it as a sub-task of the Regional Transportation Plan update (every three years).

Recommendations: RTC

Short and long term recommendation:

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

Responsibility: Service providers and RTC

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

Short term recommendation:

1. Develop an effective information and referral system. (See recommendations I.B and I.C.)

Responsibility: RTC, Metro, and Community Bridges

2. Develop a committee that is respected by all transportation players (see recommendation III.B.)

Responsibility: RTC and Metro

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

Responsibility: Metro

Long term recommendation:

4. Explore feeder paratransit service options.

Responsibility: Service providers and RTC

DRAFTED AT 12/15/04 TASK FORCE MEETING:

Short Term Recommendation

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

Responsibility: RTC Staff

6. Maintain the current designation

Responsibility: CTSA

Long Term Recommendation

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

Responsibility: RTC

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

Responsibility: RTC (or its committee see III.B)

IV. Issue: Co-mingling/combine duplicative services

Short Term Recommendation

1. Encourage the two main service providers, Metro and Community Bridges, to continue to work together to resolve on determining whether contractual agreements are possible to minimize the inefficiency of both providers providing rides to the same location.

Recommendation: Metro and Community Bridges

Long Term Recommendation

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

Responsibility: RTC

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

Responsibility: RTC

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

Short Term Recommendations

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

Responsibility: Local Jurisdictions

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

Responsibility: Community Traffic Safety Coalition

3. Participate in the process to review local General Plans, Housing and Circulation Elements to ensure that the specialized transportation needs of seniors and people with disabilities are included

Responsibility: Social Service agencies and Representatives from Local jurisdictions on local boards

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

Short Term Recommendations

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

Responsibility: Metro and possibly the Volunteer Center

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

Responsibility: Metro

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

Responsibility: Metro, other service providers and potential partners

Long Term Recommendation:

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

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

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

Responsibility: RTC and Metro

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

Responsibility: Metro

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

Short and Long Term Recommendation:

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

Responsibility: Funding entities

VIII. Issue: Encourage accessible multi-modal transportation choices

Short Term Recommendation:

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

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

Long Term Recommendation:

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

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

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

Short Term Recommendations (see also VII):

1. Emphasize that transportation choices are related to housing choices

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

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

Responsibility: Local Jurisdictions, Metro, residential developments

Long Term Recommendations

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

Responsibility: Local Jurisdictions

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

Responsibility: Local Jurisdictions

X. Issue: Assess and integrate unmet specialized transportation needs

Short Term Recommendation:

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

Responsibility: RTC including service providers and funding agencies

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

Short Term Recommendation:

1. Work through the Elderly & Disabled Transportation Advisory Committee and appropriate bodies to develop recommendations for program changes as needed. Bring final recommendations to the RTC

Responsibility: Community Bridges, E/D TAC, RTC and appropriate bodies

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

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

3. Promote Taxi Scrip, within funding limitations

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

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

Short Term Recommendation:

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

Responsibility: all service providers

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

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DRAFT Recommendations Paratransit Coordination Task Force

NOTE: All recommendations made by consensus except those noted in parenthesis with vote counts

DRAFTED AT THE 1/19/05 TASK FORCE MEETING

***GOAL #1 – The system will use funding as efficiently and effectively as possible.
(continued)***

XIV. Service between counties

Short Term Recommendations:

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

Responsibility: Metro, VTA, MST, RTC, MTC

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

Responsibility: RTC, Community Bridges

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

Responsibility: RTC

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

Responsibility: MTC

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

Responsibility: AMBAG, Metro, MST, San Benito COG

GOAL #2 – The system will strive to maximize customer service and satisfaction

I. Ease of use for client

Short Term Recommendation:

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

Responsibility: Metro and Other Paratransit Providers

Long Term Recommendation:

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

Responsibility: RTC and Metro

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

Short Term Recommendations:

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

Responsibility: Metro

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

Responsibility: Metro

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

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

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

Responsibility: Metro, Community Bridges, Other Paratransit Providers

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

Responsibility: Metro, Community Bridges, Other Paratransit Agencies

IV. Communication between drivers and riders for schedule changes

Short Term Recommendation:

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

Responsibility: Metro, Community Bridges, Other Paratransit Service Providers

V. Affordability

Short Term Recommendation:

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

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

VI. Community input procedures

Short Term Recommendations:

1. Coordinate with Annual Unmet Needs meeting(s)

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

2. Participate in RTP Update Process

Responsibility: RTC

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

Responsibility: Metro

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

Responsibility: Metro, Community Bridges, RTC

VII. Accountability and system responsiveness

Short Term Recommendations:

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

Responsibility: Metro, Community Bridges, Other Paratransit Providers

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

Short Term Recommendations:

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

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

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

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

3. Consider expanding funding of the taxi scrip program

Responsibility: Community Bridges, RTC

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

Short Term Recommendation:

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

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

X. Emergency Ride programs for paratransit and transit riders

Short Term Recommendations:

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

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

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

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

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

Responsibility: Metro, Community Bridges, other Paratransit providers

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

Responsibility: Metro, Community Bridges, other Paratransit providers

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DRAFT Preliminary Recommendations
Paratransit Coordination Task Force
Through December 15, 2004

GOAL #1— The system will use funding as efficiently and effectively as possible,,

DRAFTED AT 11/17/04 TASK FORCE MEETING:

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

A. Discussion Point: Can the RTC Guide for Specialized Transportation be better used?

Short term recommendations:

1. Print Spanish and large print versions of the Guide to Specialized Transportation. (This action is already underway and should be complete by January 2005.)
Responsibility: RTC (or its committee, see III B)

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

Responsibility: RTC (or its committee, see III.B)

B. Discussion Point: Would a flow chart or "cheat sheet" help direct riders to appropriate service providers?

Short term recommendation:

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

Responsibility: RTC (or its committee, see III.B)

C. Discussion Point: How can operator/front line staff be trained to provide information about a range of transportation options?

Short term recommendations:

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

Responsibility; Metro and Community Bridges

Comment [PAS1]: Throughout the following comments RTC refers to the Regional Transportation Commission as opposed to staff.

Comment [PAS2]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Comment [PAS3]: Who or what is "its committee"?

Comment [PAS4]: More specific explanation needed as how IIB relates this to this item.

Comment [PAS5]: Who or what is "its committee"?

Comment [PAS6]: More specific explanation needed as how IIB relates this to this item.

Comment [PAS7]: Refer to legal mandates regarding federal legal requirements under the ADA. Criteria is detailed in nature and not readily understandable by a novice. Responsibility for stating eligibility criteria is a legal responsibility of Metro.

Comment [PAS8]: Currently the Guide for Specialized Transportation correctly refers individuals to Metro regarding eligibility. To get information from another source that doesn't have legal responsibility would be further confusing to individual seeking information

Comment [PAS9]: Who or what is "its committee"? PCTF is an ad hoc short term committee.

Comment [PAS10]: More specific explanation needed as how IIB relates this to this item.

Comment [PAS11]: This process is already in place through the eligibility assessment office at Metro Para Cruz

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

Responsibility: Metro and Community Bridges

Comment [PAS12]: The primary responsibility of Para Cruz ride reservationists is to intake ride requests in a timely manner. If other detailed information is required, the reservationists are trained to transfer the call to the appropriate management staff

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

Responsibility: _____ ?

Comment [PAS13]: Who is to clarify? Metro and/or Community Bridges within their own organization?

(It was suggested that the service providers, agency people and Ernestina meet to develop a common definition of information and referral in terms of client and staff needs.)

- D. Discussion Point: Is there duplicative service?

Short term recommendation:

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

Responsibility: RTC (or its committee, see III.B) to coordinate start up

Comment [PAS14]: There may be individuals who are eligible and/or qualify for rides on 2 or more service programs. Metro's legal responsibility is only for those who are certified under the ADA federally mandated criteria.

Comment [PAS15]: See above comment

Comment [PAS16]: Who or what is "its committee"?

- E. Discussion Point: Would there be value in establishing a central place for transportation information?

Long term recommendations:

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

Responsibility: RTC (or its committee, see III.B)

Comment [PAS17]: More specific explanation needed as how IIB relates this to this item.

Comment [PAS18]: Who or what is "its committee"?

Comment [PAS19]: More specific explanation needed as how IIB relates this to this item.

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

Responsibility: RTC (or its committee, see III.B)

Comment [PAS20]: Who or what is "its committee"?

Comment [PAS21]: More specific explanation needed as how IIB relates this to this item.

II. Issue: Advance scheduling

- A. Discussion Point: Can subscription reservations (more than 14 days in advance) for school or work trips be accommodated?

No recommendation needed. (A mechanism for meeting this need is already in place.)

Comment [PAS22]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- B. Discussion Point: What mechanisms can be instituted to discourage rider no-shows?

Comment [PAS23]: This statement relates only to Metro Para Cruz. The criteria for other Community Bridges/Lift Line rides needs to be specified as well.

No recommendations. (Metro is currently updating their policy and plans to bring recommendations to their board in January.)

Comment [PAS24]: To help reduce the possibility of "no shows", Para Cruz staff usually calls a customer the night before to confirm if rides are still needed.

III. Issue: Available Funding and Resources

A Discussion Point: How should countywide funding and resources be reviewed regularly?

Long term recommendation:

1. Include it as a sub-task of the Regional Transportation Plan update (every three years)
Recommendations: RTC

Comment [PAS25]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

B. Discussion Point: Can funding go further by reducing duplicative services.

Short term recommendations:

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

Comment [PAS26]: The vital TDA/RTC supports both fixed route and Para Cruz operations only. As a percentage of income, TDA is third as a percentage. However, Metro receives operational money from more than one source.

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

Comment [PAS27]: In order to be meaningful, this must also include ALL funding sources such as Area on Aging, Elderday, Meal Site and not only TDA.

Responsibility: RTC and Metro

Comment [PAS28]: Metro is not a "funding agency" as stated in "a" above. Add Community Bridges as a responsible service provider if Metro is to be included in this category

- b. Have Paratransit Coordination Task Force members submit to staff examples of duplication. This list could then be analyzed by relevant agencies, reviewed by the E&DTAC or RTC advisory committee and a report submitted to the RTC on ways to deal with these issues.

Comment [PAS29]: The PCTF is a temporary short term committee and continuation as an ad hoc committee has not been yet determined by the RTC.

Responsibility: Paratransit TF, RTC staff, service providers, RTC (or its committee)

Comment [PAS30]: Who or what is this mysterious nonexistent committee?

Comment [PAS31]: See comment 28

Comment [PAS32]: See comment 29

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

Comment [PAS33]: There may be individuals who are eligible and/or qualify for rides on 2 or more service programs. Metro's legal responsibility is only for those who are certified under the ADA federally mandated criteria

Responsibility: Paratransit TF, RTC (or its committee) and service providers

Comment [PAS34]: See comment 28 & 29. If it is intended to mean E & D TAC, please say so up front so there's no ambiguity as to the committee.

2. Redefine the RTC's advisory committee to empower it to play a stronger role in the oversight of paratransit services so that the committee's recommendations are taken seriously by both the RTC and Metro.

Comment [PAS35]: See comment 28 & 33

Comment [PAS36]: Metro has 2 recognized advisory committees for oversight of both fixed route and Para Cruz: Metro Advisory Committee and MASFF

- a. Create a structure that works mutually, where staffs can work together, where interested parties can work together to deal with issues that may arise that concern both of these services, whether it's the E&DTAC as its formed now or a revised E&DTAC or some other entity altogether.

Comment [PAS37]:

Responsibility:

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

Comment [PAS38]: The PCTF goal was to look the future explore future paratransit demand.

Responsibility:

(These recommendations should be further refined for inclusion in the final Task Force recommendations.)

- C. Discussion Point: Are there legislative and policy changes that could help in the delivery of efficient paratransit services?

Short and long term recommendation:

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

Responsibility: Service providers and RTC

- D. Discussion Point: Is there a plan for meeting the costs of providing these services, especially labor costs?

No recommendation.

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

Comment [PAS39]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- A. Discussion Point: What other outreach or small-scale improvements could be made to ensure continued coordination between paratransit services?

Short term recommendation:

- 1. Develop an effective information and referral system. (See recommendations I.B and I.C.)

Responsibility: RTC, Metro, and Community Bridges

Comment [PAS40]: TO PCTF STAFF - Please write out these references rather than have PCTF members go back to analyze what is meant.

- B. Discussion Point: How can separate services be coordinated and issues communicated/addressed in the future?

Short term recommendation:

- a. Create a structure that works mutually, where staffs can work together, where interested parties can work together to deal with issues that may arise that concern both of these services, whether it's the E&DTAC as its formed now or a revised E&DTAC or some other entity altogether.

Responsibility:

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

Responsibility:

(These recommendations should be further refined for inclusion in the final Task Force recommendations)

Comment [PAS41]: This would need to be determined by the Commission if restructuring of E & D TAC or a new committee is formed.

- C. Discussion Point: Are there legislative and policy changes that could help in the delivery of efficient paratransit services?

Short and long term recommendation:

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

Responsibility: Service providers and RTC

- D. Discussion Point: Is there a plan for meeting the costs of providing these services, especially labor costs?

No recommendation.

Comment [PAS42]: THIS IS A HUGE, UNKNOWN, PREDOMINATE FACTOR FOR FUTURE SERVICES AND PREDICATES ALL RECOMMENDATION OF THE PCTF.

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

- A. Discussion Point: What other outreach or small-scale improvements could be made to ensure continued coordination between paratransit services?

Short term recommendation:

- 1. Develop an effective information and referral system. (See recommendations I.B and I.C.)

Responsibility: RTC, Metro, and Community Bridges

Comment [PAS43]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- B. Discussion Point: How can separate services be coordinated and issues communicated/addressed in the future?

Short term recommendation:

Comment [PAS44]: TO PCTF STAFF- : Please write out these references rather than have PCTF members go back to analyze what is meant.

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- 1. Develop a committee that is respected by all transportation players (see recommendation III B)

Responsibility: RTC and Metro

Comment [PAS45]: Metro has 2 recognized advisory committees for oversight of both fixed route and Para Cruz: Metro Advisory Committee and MASFT. The RTC has E & D TAC as its advisory committee.

C. Discussion Point: What kind of could be developed for ADA-eligible people traveling to group destinations?

Short term recommendation:

- 1. Encourage Metro to continue meeting with agencies to accommodate their needs such as Stroke Center, Satellite Dialysis, ~~senior centers and meal sites.~~

Responsibility: Metro

Comment [PAS46]: Metro's legal responsibility is only for those who are certified under the ADA federally mandated criteria. Community Bridges is responsible for these services

Long term recommendation:

- 1. Explore feeder paratransit service options

Responsibility: Service providers and RTC

Comment [PAS47]: As commonly used by transit agencies, this means providing ADA paratransit to the closest transit center or fixed route bus stop. At that point the rider would use fixed route service to and from the departing point.

DRAFTED AT 12/15/04 TASK FORCE MEETING:

D. Discussion Point: What is the role of the Consolidated Transportation Services Agency (CTSA), which entity should assume the role and what kind of oversight is appropriate?

Short Term Recommendation

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

Responsibility: RTC Staff

Comment [PAS48]: To what end? To possibly use the results to change SC CO. CTSA'S responsibilities?

- 2. Maintain the current designation

Responsibility: CTSA

Comment [PAS49]: Is it within the power of the current CTSA to "maintain" it's own designation or is the delegation the responsibility of the Commission??

Long Term Recommendation

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

Responsibility: RTC

Comment [PAS50]: The RTC does not have authority to intervene with the legal responsibility of Metro to perform transportation services - either fixed route or Para Cruz paratransit

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

Responsibility: RTC (or its committee see III.B)

Comment [PAS51]: Who or what is "it's committee"?

Comment [PAS52]: More specific explanation needed as how IIB relates this to this item.

V. Issue, Co-mingling/combine duplicative services

Comment [PAS53]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- A. Discussion points: Is the subject moot? Is it worthwhile to look at a single provider in the long term?

Short Term Recommendation

- 1. Encourage the two main service providers, Metro and Community Bridges to continue to work together to resolve on determining whether contractual agreements are possible to minimize the inefficiency of both providers providing rides to the same location.

Comment [PAS54]: There is no mechanism or potential funding source to accomplish this huge goal.

Recommendation: Metro and Community Bridges

Long Term Recommendation

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

Responsibility: RTC

Comment [PAS55]: Lolly goal, but not realistic for RTC staff the add this to work plans or devote the necessary time.

- 2. Include co-mingling issues in future discussions about the CTSA.

Responsibility: RTC

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

Comment [PAS56]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- A. Discussion points; How can local jurisdictions be encouraged to designate efficient land uses for seniors and people with disabilities? How can priority improvements best be communicated to local jurisdictions and how can those Improvements be included in priority funding lists?

Short Term Recommendations

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

Responsibility; Local jurisdictions 8-10

V. Issue: Co-mingling/combine duplicative services

- A. Discussion points: Is the subject moot? Is it worthwhile to look at a single provider in the long term?

Comment [PAS57]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Short Term Recommendation

- 1. Encourage the two main service providers, Metro and Community Bridges, to continue to work together to resolve on determining whether contractual agreements are possible to minimize the inefficiency of both providers providing rides to the same location.

Recommendation: Metro and Community Bridges

Long Term Recommendation

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

Responsibility: RTC

- 2. Include co-mingling issues in future discussions about the CTSA.

Responsibility: RTC

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

Comment [PAS58]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

- A. Discussion points: How can local jurisdictions be encouraged to designate efficient land uses for seniors and people with disabilities? How can priority improvements best be communicated to local jurisdictions and how can those improvements be included in priority funding lists?

Short Term Recommendations

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

Responsibility: Local Jurisdictions

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

Responsibility: Community Traffic Safety Coalition

- 3. Participate in the process to review local General Plans, Housing and Circulation Elements to ensure that the specialized transportation needs of seniors and people with disabilities are included

Responsibility: Social Service agencies and Representatives from Local jurisdictions on local boards

VII. Issue: In crease ridership among those with functional abilities (e.g. Mobility Training)

- A. Discussion point: How can the mobility training offered now by Metro be expanded to encourage more fixed route use?

Comment [PASS9]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Short Term Recommendations

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

Responsibility: Metro and possibly the Volunteer Center

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

Responsibility: Metro

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

Responsibility: Metro, other service providers and potential partners

Long Term Recommendation:

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

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

- B. Discussion point: Is a local fare-free program for seniors on fixed routes something worth looking into?

Long Term Recommendation:

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

Responsibility: RTC and Metro

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

Responsibility: Metro

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

- A. Discussion point: How can this be accomplished? Short and Long Term Recommendation:

- 1. When making funding allocations be aware of the different special services provided and their potentially different costs
Responsibility: Funding entities

Comment [PAS60]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

IX. Issue: Encourage accessible multi-modal transportation choices

- A. Discussion point: How can this be accomplished?

Short Term Recommendation:

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

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

Long Term Recommendation:

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

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

Comment [PAS61]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Comment [PAS62]: The title has no correlation with the A - 1 subcladding which seem to be disability awareness programs

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

- A. Discussion Point: How can local jurisdictions be encouraged to designate efficient land uses for seniors and people with disabilities?

Comment [PAS63]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Short Term Recommendations (see also VII)

- 1. Emphasize that transportation choices are related to housing choices

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

Comment [PAS64]: SC Co already has a process to include housing on the main transportation corridors.

- 2. Develop maps though out the county showing residential, education and commercial and recreation activities near residential areas, along major transit routes (within ¼ mile), etc.

Responsibility: Local Jurisdictions, Metro, residential developments

Comment [PAS65]: Metro's routes are based on ridership histories and service demands. Major origins and destination location are considered in the service demand as well as life line service.

Long Term Recommendations

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

Responsibility: Local Jurisdictions

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

Responsibility: Local Jurisdictions

Comment [PAS66]: These recommendations are not within the PCTF charge to make recommendations for future demand for paratransit services.

XI Issue: Assess and integrate unmet specialized transportation needs

- A. Discussion points: How can this process be more inclusive?

Short Term Recommendation:

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

Responsibility: RTC including service providers and funding agencies

Comment [PAS67]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Comment [PAS68]: The latest unmet meet needs also included Metro fixed route unmet needs.

Comment [PAS69]: Who or what is in this category?

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

- A. Discussion point: For more efficient use of scarce resources, can Community Bridges modify existing programs and establish priorities?

Short Term Recommendation:

- 1. Work through the Elderly & Disabled Transportation Advisory Committee and appropriate bodies to develop recommendations for program changes as needed. Bring final recommendations to the RTC

Responsibility: Community Bridges, E/D TAC, RTC and appropriate bodies

Comment [PAS70]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Comment [PAS71]: As presently structured, the Taxi Scrip is a vital program that allows those who meet the income or age criteria the ultimate flexibility to access the community under any circumstance with no priority as to the use.

Comment [PAS72]: Who or what is this? Is Metro "an appropriate bodies" (body)?

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

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

- 3. Promote Taxi Scrip, within funding limitations

Responsibility: ~~Entity overseeing receiving TDA funding and selling Script to qualified individuals the service the Taxi Scrip program (currently Community Bridges) Entity (currently Community Bridges) overseeing receiving TDA funding and selling Script to qualified individuals the for service in the Taxi Scrip program~~

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

A. Discussion point: How many ADA eligible people are in this category? Should these trips be prioritized? Can any existing (or reformatted) service meet these needs? What contractual agreements can be developed to bring people into the service area (and continue on the same vehicle to their destination)?

Short Term Recommendation

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

Responsibility: all service providers

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

Add: The charge of the Paratransit Task Force is to recommend needs for future service. This is not possible unless demographic/population projections are included in any report the Regional Transportation Commission.

Add: Peg Gallagher Metro ADA/FTA legal mandates by point power presentation to the PCTF to the final recommendations to the Commission.

Comment [PAS73]: NOTE: Omit. Is this presently allowable under established protocol or is an amendment/or change in authority by the RTC required?

Comment [PAS74]: TDA funds are also used by: 1) the RTC itself to use for transportation planning & budget. 2) Local jurisdictions projects. 3) Volunteer Center

Comment [PAS75]: Has this amount of funding Community Bridged budgets to Taxi Scrip been determined by an internal process or some other method? Is there truly a limitation based on qualified client need? Community Bridges currently receive 8 1/2 % of the TDA allocation remaining after the RTC takes establishes the budget for transportation programs.

Comment [PAS76]: Re-order of words to clarify what actually happens

Comment [PAS77]: Add to ALL main headings the notation that: "Legal mandates of the Americans with Disabilities Act civil rights will be strictly observed and, where applicable, the Federal Transit Administration regulations".

Comment [PAS78]: ADA does not allow trip prioritization.

Comment [PAS79]: There is no mechanism or potential funding source to accomplish this huge goal.

Comment [PAS80]: Is the (*12 to 3) in #1 above the only place where this occurs?

Comment [PAS81]: INCLUDE DEMOGRAPHIC PRESENTATIONS BY BOTH MARCELIN/SPENCE AND BUGENTAL IN THE FINAL REPORT TO THE REGIONAL TRANSPORTATION COMMISSION

Comment [PAS82]: To be add to recommendations to the Commission

PCTF RECOMMENDATIONS - NUMBERING COMPARISON

| Draft through 12/15/05 | | |
|------------------------|---|--|
| | Was | Now |
| Goal 1 | The system will use funding as efficiently and effectively as possible | |
| I | <i>How to manage eligibility under various programs (clear criteria, centralized information and/or registration)</i> | I. <i>The system will be used funding as effectively and efficiently as possible</i> |
| II | <i>Advanced scheduling</i> | II. <i>Issue: Available Funding and Resources</i> |
| III | <i>Available Funding and Resources</i> | III. <i>Coordination between paratransit services (ADA, TDA, other)</i> |
| IV | <i>Coordination between paratransit services (ADA, TDA, other)</i> | IV. <i>Co-mingling/combine duplicative services</i> |
| V | <i>Co-mingling/combine duplicative services</i> | V. <i>Making the transit system and related infrastructure more accessible(e.g. sidewalks, coordination with planning/public works departments on land use, etc.)</i> |
| VI | <i>Making the transit system and related infrastructure more accessible (e.g. sidewalks, coordination with planning/public works departments on land use, etc.)</i> | VI. <i>Issue: Increase ridership among those with functional abilities (e.g. Mobility Training)</i> |
| VII | <i>Increase ridership among those with functional abilities (e.g. Mobility Training)</i> | VII. <i>Maintain fair funding allocations without disadvantaging one group over another</i> |
| VIII | <i>Maintain fair funding allocations without disadvantaging one group over another</i> | VIII. <i>Encourage accessible multi-modal transportation choices</i> |
| IX | <i>Encourage accessible multi-modal transportation choices</i> | IX. <i>Encourage people with special transportation needs to live in areas with more urban services</i> |
| X | <i>Encourage people with special transportation needs to live in areas with more urban services</i> | X. <i>Assess and integrate unmet specialized transportation needs</i> |
| XI | <i>Assess and integrate unmet specialized transportation needs</i> | XI. <i>Potential duplication between MediCal/Alliance and Medical Voucher rides, and Taxi Scrip and ADA Paratransit rides</i> |
| XII | <i>Potential duplication between MediCal/Alliance and Medical Voucher rides, and Taxi Scrip and ADA Paratransit rides</i> | XII. <i>Some rides don't meet ADA criteria (outside geographic service area, wheelchair size, no service at days/times)</i> |
| XIII | <i>Some rides don't meet ADA(outside geographic service area, wheelchair size, no service at days/times) A criteria</i> | |



MAIN POINTS PCTF RECOMMENDATIONS

| | |
|---|---|
| <p>There are 3 new Commissioners and 5 new alternates to the Commission since January 2005. There are quite a few meetings where there may be more alternates in attendance than main members. Any alternate must be prepared to sit in at the last minute and cast an informed vote.</p> | <p><u>Recommendation:</u> Include the following in the recommendations to RTC Commissioners:</p> <ul style="list-style-type: none"> • Background and Purpose included in the 2/16/05 PCTF packet. • Demographic and population projections for Santa Cruz County through 2050 made by Marcelin-Sampson/Spence and Bugental's Area on Aging statistics • Power Point presentation of the legal mandates given by SCMTD legal counsel, Peg Gallagher |
| <p>The following are from RTC staff email 2/14/05</p> | |
| <p>Two categories of items from previous versions of the recommendations were omitted in the February 16th packet version: 1) discussion points and 2) issues where there were no recommendations.</p> <p>Two examples of issues where there were no recommendations are: Advance Scheduling (formerly Goal 1, Item II in the matrix) where mechanisms are already in place to meet these needs and Customer Service Goals for Hold Times (formerly Goal 2, Item II in the matrix) where the criteria is already included in Metro's ParaCruz Guide.</p> | <p><u>Recommendation:</u> Put these two/and any and all deletions be back in the recommendations to RTC so Commissioners know there was discussions of important issues. In particular, that Metro Para Cruz policies have been in place for over two years. The Customer Guide is also the backbone of SCMTD's compliance under federal legal mandates under the ADA.</p> |
| <p>No recommendations were made at the September and October meetings when the Task Force discussed Goal 3 – Legal Mandates. Therefore, this goal does not appear on the final list of recommendations. It was assumed that the legal mandates and requirements were the framework under which the funding efficiency and customer service recommendations were developed. Unresolved issues that arose at the Legal Mandates discussions were put on a Pick Up List and those items were included in the matrix of issues covered in Goals 1 and 2.</p> | <p><u>Recommendation:</u> Include wording that legal mandates will be followed. This goal has been a part of the overall discussion since originally approved and voted on by the RTC Commissioners in February 2004. Following federal ADA legal mandates is not an arbitrary action and should not be "assumed that the legal mandates and requirements were the framework under which the funding efficiency and customer service recommendations." Any approved list of recommendation lacks credence, if PCTF members can not state unequivocally that compliance to any federal or state law is of utmost importance.</p> |

| | |
|--|--|
| <p>As noted in the staff report, no recommendations have been determined yet for Goal 4 – Increased Funding for Specialized Transportation Services. Therefore, it does not yet appear on the final list of recommendations. The Task Force could add recommendations for this goal at your meeting.</p> | <p><i><u>Recommendation:</u> Include this in the recommendations to RTC Commissioners. The omission of this goal is paramount to the any recommendation by the PCTF. Without additional funding there is no means to institute far-reaching recommendations.</i></p> |
| <p>Throughout the Preliminary Draft Recommendations and the 2/16/05 Draft there are at least 9 references to "RTC (or it's committee)" "RTC Advisory Committee" and "E & D TAC as it is formed now or a revised E & D TAC or some other entity altogether."</p> | <p><i><u>Recommendation:</u> If the ultimate intention and direction of certain Task Force members is the recommendation that the Santa Cruz County Regional Transportation to form a paratransit oversight committee, be openly forthright with fellow Task Force members rather than veil this intention and insert it through unknowingly through these recommendations.</i></p> <p><i>The SC Metropolitan Transit District has a multi- level oversight process:</i></p> <ul style="list-style-type: none">• <i>The 3300+-eligible Para Cruz customers and processes included in the Para Cruz Customer Guide</i>• <i>Para Cruz Management staff.</i>• <i>SCMTD upper level management staff including legal counsel</i>• <i>ADA Regulations and resulting case law</i>• <i>Federal Transportation Administration</i>• <i>Metro Advisory Committee (MAC)</i>• <i>Metro Accessible Services Transit Forum (MASTF)</i> |

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing door-to-door demand response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- The Board receives monthly reports on the status of this service
- METRO assumed direct operation of paratransit services November 1, 2004.
- Members of the Board have requested information regarding unforeseen issues that have emerged and what steps have been taken as a result of those issues.
- Operating Statistics reported are for the month of November 2004.

III. DISCUSSION

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

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

The Board of Director voted to move to the direct operation of METRO ParaCruz in July, 2004 with a "go live" date of November 1, 2004. Between those two dates, a facility was leased and configured, equipment was purchased, a new computer network established, a new phone system implemented, data was transferred, a staff was hired and trained, and many preparations were made. A trainer from Trapeze was on-site for the week prior to "go live" as well as the first week of operation.

Ride demand and telephone call volume exceeded projections during the first month.

The following issues were identified and responded to:

- Customers did not understand the “ready window”.
 - This policy was in place since July 2002 and the information was included in the Customer Guide, but the customer was given a single “pick up time”. Our reservation staff spent a considerable amount of time helping customers understand this concept.
- Customer expectations around shared ride service were not consistent with the ParaCruz service delivery model.
 - In many cases, customers were used to riding in a vehicle assigned to only their trip, traveling directly from their pick up point to their destination. Our staff has spent a considerable amount of time reinforcing the concept of a shared ride service.
- A number of “special arrangements” in place that METRO was not aware of.
 - Supervisory staff and management have made direct contact with these customers to work with the customer (when possible) to assure that service was available to them within District policy and legal requirements.
- Excessive late cancellations and “no shows”
 - As time permits, reservations staff confirms the ride the evening before the scheduled ride.
- Customers mobility status changes and we are not updated
 - Reservationists routinely verify the customer’s mobility status.
- A limited number of riders use oversized mobility devices
 - When an Operator encounters difficulty boarding an oversized mobility device, a supervisory staff member is dispatched to assist the driver and assess the device. In all but two cases, we have been able to work with the customer to successfully accommodate them on our standard minivans. METRO ParaCruz also has three (3) larger (Goshen) vehicles that can accommodate oversized mobility devices.
- Ongoing communication key to successful relationships
 - Staff is communicating regularly with major trip generators as well as identifying and communicating with passengers and/or locations as issues arise.

Operating Statistics for November 2004

| | <i>October 04</i> | November 04 |
|---|---------------------|--------------------|
| Rides Scheduled | 9016 | 10009 |
| Rides Performed | 7521 | 7591 |
| Miles Driven | <i>Not reported</i> | 66,034 |
| Average trip miles | 6.83 | 6.83 |
| Within ready window | 93.8% | 84.67% |
| Excessively late/missed trips | 28 | 77 |
| Call center average time to answer | <i>N/A</i> | 43 seconds |
| Distinct count of riders | 995 | 1149 |
| Most frequent rider | <i>71 rides</i> | 46 rides |
| Percentage of shared rides | <i><10%</i> | 49.0% |
| Passengers per revenue hour | 2.02* | 1.43 |
| Percent by supplemental providers | 71.9% | 33.6% |
| SCT cost per ride | <i>N/A</i> | \$24.34 |
| TME cost per ride | <i>N/A</i> | \$21.55 |
| ParaCruz cost per ride (excluding overhead) (est) | <i>N/A</i> | \$23.81(est) |
| Rides < 10 miles | <i>N/A</i> | 79.91% |
| Rides > 10 miles | <i>N/A</i> | 20.09% |

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

IV. FINANCIAL CONSIDERATIONS

None at this time

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR PARACRUZ VEHICLE WASHING SERVICES WITH CRUZ CAR WASH AND CONSIDERATION OF AWARD OF CONTRACT FOR PARACRUZ VEHICLE FUELING SERVICES WITH STEVE'S UNION SERVICE

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for ParaCruz vehicle washing services with Cruz Car Wash and authorize the General Manager to execute a contract for ParaCruz vehicle fueling services with Steve's Union Service.

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 contracts be established with Cruz Car Wash for ParaCruz vehicle washing and with Steve's Union Service for ParaCruz vehicle fueling.

III. DISCUSSION

The District requested proposals from qualified firms to provide fuel and vehicle washing services for the District's ADA Paratransit transportation services (ParaCruz). Proposals were requested for: fueling services only; washing services only; or both fuel and wash services for ParaCruz vehicles.

On January 12, 2005 District Request for Proposal, 04-10, was mailed to nine firms and was legally advertised. On February 9, 2005, proposals were received and opened from two firms: Cruz Car Wash of Soquel and Steve's Union Service of Santa Cruz. The proposal received from Cruz Car Wash offered fueling and washing services. The proposal received from Steve's Union

Service offered fueling services only. 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:

| Criteria | Evaluation Points |
|---|-------------------|
| Cost | 40 |
| Location of Vendor's Site | 40 |
| Ability to meet the requirements presented in the scope of work | 10 |
| Disadvantage Business Enterprise Participation | 10 |

The District received only one proposal for vehicle washing services. According to Federal Transit Administration requirements, a cost analysis must be performed to verify the proposed cost data. A cost analysis was performed and the proposed price has been determined to be fair and reasonable.

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Cruz Car Wash to provide ParaCruz vehicle washing services for an amount not to exceed \$15,000 and to sign a contract with Steve's Union Service to provide ParaCruz vehicle fueling for an amount not to exceed \$130,000. The difference in fueling prices offered was significant enough to recommend a split award. Both contractors 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:** Contract with Cruz Car Wash
Attachment B: Contract with Steve's Union Service

**PROFESSIONAL SERVICES CONTRACT
FOR PARACRUZ VEHICLE WASHING SERVICES (04-10)**

THIS CONTRACT is made effective on March 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and CRUZ CAR WASH ("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 ParaCruz Vehicle Washing Services

District has the need for ParaCruz Vehicle Washing Services. In order to obtain these services, the District issued a Request for Proposals, dated January 12, 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 ParaCruz Vehicle Washing Services and whose principal place of business is 2731 41st Avenue, Soquel, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ParaCruz Vehicle Washing Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On February 25, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the ParaCruz Vehicle Washing 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 January 12, 2005

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

Contractor's Proposal to the District for ParaCruz Vehicle Washing Services signed by Contractor and dated February 9, 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 January 12, 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 January 12, 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 renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$15,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records, with all information provided as per the specifications in Exhibit

A. 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

Cruz Car Wash
2731 41st Avenue
Soquel CA 95073
Attention: Jeremy S. Lezin, President

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
CRUZ CAR WASH

By _____
Jeremy S. Lezin
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP) For ParaCruz Vehicle Washing and Fueling Services

District RFP NO. 04-10

Date Issued: January 12, 2005

Proposal Deadline: 5:00 P.M., February 9, 2005



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, 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
(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 PARACRUZ VEHICLE WASHING AND FUELING SERVICES

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from qualified firms to undertake the following activities related to providing fuel and vehicle washing services for the District's ADA Paratransit transportation services (ParaCruz). Offerors can provide proposals for: fueling services only; washing services only; or both fuel and wash services for ParaCruz vehicles.

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 $\frac{3}{4}$ of a mile of fixed route services. The operations facility for ParaCruz is located at 2880 Research Park Drive, Suite 160, Soquel, California.

3. FUEL REQUIREMENTS

The ParaCruz program utilizes the following vehicles:

- A. Twenty (20) each modified Chevrolet Venture minivans with wheelchair ramps,
- B. Three (3) each Goshen 15-passenger vans with wheelchair lifts.

All vehicles require unleaded gasoline with a minimum octane rating of 87. It is estimated that each Chevrolet Venture minivan will require approximately 200 gallons of unleaded gasoline per week, each and each Goshen 15-passenger vans will require approximately 600 gallons of unleaded gasoline per week.

Offeror shall provide a cost proposal that will identify any discount offered from the daily-posted pump price or volume discount offered based on the total monthly volume of gas purchased. Offeror shall also provide the posted price for 87 octane-unleaded fuel as posted on Wednesday, February 2, 2005. One (1) of the Offeror's fueling station(s) must be located within a 1.5 -mile radius from the ParaCruz Operations facility located at 2880 Research Park Drive, Suite 160, Soquel, California.

Fuel service must be available from 6:30 a.m. to 6:30 p.m. daily.

For each vehicle refueling transaction, the following information must be recorded and identified on Offeror's receipt to be provided to the ParaCruz driver:

- A. ParaCruz vehicle ID number and mileage;
- B. ParaCruz driver ID number;
- C. Date service was provided;
- D. Number of gallons purchased,
- E. Gallon price of fuel, and
- F. Total amount of purchase.

4. VEHICLE WASHING REQUIREMENTS

The ParaCruz Chevrolet Venture minivans are to be washed once per week (the District's bus washing facilities will be used for the Champion and Goshen vehicles). Washing requirements shall include the following:

- A. Exterior washing and drying of vehicle body, wheels and tires;
- B. Vacuuming of the inside of the vehicle including floors, seats and dash board and disinfecting;
- C. Cleaning and drying of all windows, inside and out; and
- D. Biohazard cleaning of inside the vehicle (vomit, urine, etc.) when needed.

Contractor shall provide an estimated completion time for these services (estimated time from arrival of vehicle to completion of standard wash requirements).

Wash services must be available from 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. Saturdays and Sundays (except when weather prohibits washing)

Submitted cost shall be inclusive of all taxes and tip (if provided) to car washer.

5. INVOICING

Offerors shall provide monthly invoices of services provided either fuel only, wash only or both services providing the following information:

- A. ParaCruz vehicle ID number and mileage;
- B. ParaCruz driver ID number;
- C. Date service was provided;
- D. Type of service(s) performed;
- E. Contract unit price(s) of service(s) performed less offered discounts;
- F. Total monthly dollar amount of services performed; and
- G. District assigned purchase order number.

In addition, the above information shall be supplied monthly in an excel spreadsheet format (or compatible) detailing daily transactions subdivided by the daily information as listed above..

6. CONTRACT TERM

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent. Compensation rates for option years are subject to negotiation and shall not exceed the annual percentage change in the Consumers Price Index for the San Francisco – Oakland – San Jose area. Costs for any enhancements in service will be negotiated.

7. PROCESS FOR SUBMITTAL OF PROPOSALS

7.1 Proposal Requirements

- 7.1.1 Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
- 7.1.2 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.
- 7.1.3 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 Contractor shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
- 7.1.4 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 90-day period.

7.2 Proposal Submittal

One original unbound proposal and four bound copies must be received no later than 5.00 p.m. on FEBRUARY 9, 2005 at the District Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

RFP No. 04-10
Proposal for ParaCruz Vehicle Washing and Fueling Services
(Proposal Due Date: February 9, 2005, 5:00 p.m.)

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 Record Act.

7.3 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 excuses 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 the proposals are not in its best interest.

7.4 Evaluation Criteria And Selection Of The Successful Offeror

- 7.4.1 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.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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. Cost | 40 |
| 2. Location of vendor's site | 40 |
| 3. Ability to meet the requirements presented in the Scope. | 10 |
| 4. Disadvantage Business Enterprise Participation | 10 |
| 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.
- (1) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to the District.

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR PARACRUZ VEHICLE WASHING AND FUELING SERVICES (04-10)

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 ParaCruz Vehicle Washing and Fueling Services

District has the need for ParaCruz Vehicle Washing and Fueling Services. In order to obtain these services, the District issued a Request for Proposals, dated January 12, 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 ParaCruz Vehicle Washing and Fueling Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ParaCruz Vehicle Washing and Fueling 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 ParaCruz Vehicle Washing and Fueling 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 January 12, 2005

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

Contractor's Proposal to the District for ParaCruz Vehicle Washing and Fueling Services, signed by Contractor and dated February 9, 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 January 12, 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 January 12, 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 renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 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 patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT - B

Full Service Car Wash & Gas
Express Detail Service

Wednesday, February 02, 2005

Lloyd Longnecker, District Buyer
Santa Cruz Metropolitan Transit District
120 Du Bois Street
Santa Cruz, CA 95060

RFP No. 04-10 Proposal for ParaCruz Vehicle Washing and Fueling Services

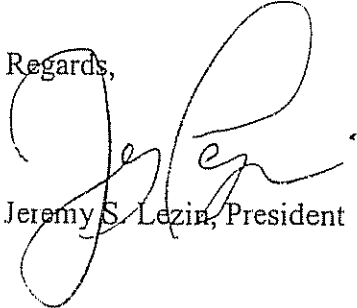
Dear Mr. Longnecker,

In the past few months it has been our pleasure to service your vehicles and meet the ParaCruz team. Our hope is to continue this relationship and we respectfully submit the following proposal:

- 1 The term of this proposal is as stated in Part III, sec. 6 of the Specifications for ParaCruz Vehicle Washing and Fueling Services, and the enclosed proposal is a firm offer for a period of 90 days.
- 2 Wash services will cost \$13.99 per Para Cruz Van, with 15% of this fee going directly to the vehicle washers.
- 3 Estimated time to wash and vacuum a Metro vehicle is: 15-25 minutes, depending on workload.
- 4 Biohazard cleaning of inside the vehicle (Part III, sec. 4.D) will be at our published rate, with a 10% discount in Metro's favor.
- 5 Cruz Car Wash is open 7 days per week. Hours are: 8-5 during winter, then 8-6 week days & 8-5 Sunday, during summer Days,
- 6 Unleaded fuel will be the posted daily pump price minus 2% per gallon.
- 7 On February 2nd, 2005, our posted price for 87 octane-unleaded fuel was \$2.09.

I thank you and the Metro team for inviting Cruz Car Wash to submit this proposal for continued washing and fueling services.

Regards,


Jeremy S. Lezin, President

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

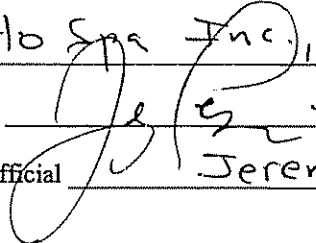
Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

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

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

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

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

Firm Name The Auto Spa Inc., DBA Cruz Car Wash.
Signature of Authorized Official 
Name and Title of Authorized Official Jeremy S. Lezin, President
Date 1-19-05

**BUY AMERICA PROVISION {to "BUY AMERICA PROVISION " \ 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.

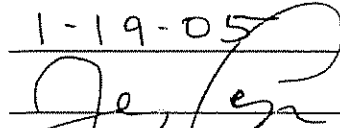
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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: 1-19-05
Signature: 
Company Name: The Auto Spa Inc., DBA Cruz Car Wash.
Title: President

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

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

N/A

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 |
|----------------------|--|------------------------------|-------------|-----------------------------|----------------|
|----------------------|--|------------------------------|-------------|-----------------------------|----------------|

N/A.

TOTAL CLAIMED DBE
PARTICIPATION

\$ _____ %

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____
 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

SIGNATURE OF CONTRACTOR _____

DATE _____

AREA CODE/TELEPHONE _____

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

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

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

**PROFESSIONAL SERVICES CONTRACT
FOR PARACRUZ VEHICLE FUELING SERVICES (04-10)**

THIS CONTRACT is made effective on March 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and STEVE'S UNION SERVICE ("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 ParaCruz Vehicle Fueling Services

District has the need for ParaCruz Vehicle Fueling Services. In order to obtain these services, the District issued a Request for Proposals, dated January 12, 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 ParaCruz Vehicle Fueling Services and whose principal place of business is 2731 41st Avenue, Soquel, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ParaCruz Vehicle Fueling Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On February 25, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the ParaCruz Vehicle Fueling 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 January 12, 2005

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

Contractor's Proposal to the District for ParaCruz Vehicle Fueling Services signed by Contractor and dated February 9, 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 January 12, 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 January 12, 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 renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$130,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records, with all information provided as per the specifications in Exhibit

A. 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

Steve's Union Service
1500 Soquel Drive
Santa Cruz CA 95065
Attention: Steve Oneto, President

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
STEVE'S UNION SERVICE

By _____
Steve Oneto
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP) For ParaCruz Vehicle Washing and Fueling Services

District RFP NO. 04-10

Date Issued: January 12, 2005

Proposal Deadline: 5:00 P.M., February 9, 2005



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, 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
(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 PARACRUZ VEHICLE WASHING AND FUELING SERVICES

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from qualified firms to undertake the following activities related to providing fuel and vehicle washing services for the District's ADA Paratransit transportation services (ParaCruz). Offerors can provide proposals for: fueling services only; washing services only; or both fuel and wash services for ParaCruz vehicles.

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 $\frac{3}{4}$ of a mile of fixed route services. The operations facility for ParaCruz is located at 2880 Research Park Drive, Suite 160, Soquel, California.

3. FUEL REQUIREMENTS

The ParaCruz program utilizes the following vehicles:

- A. Twenty (20) each modified Chevrolet Venture minivans with wheelchair ramps,
- B. Three (3) each Goshen 15-passenger vans with wheelchair lifts.

All vehicles require unleaded gasoline with a minimum octane rating of 87. It is estimated that each Chevrolet Venture minivan will require approximately 200 gallons of unleaded gasoline per week, each and each Goshen 15-passenger vans will require approximately 600 gallons of unleaded gasoline per week.

Offeror shall provide a cost proposal that will identify any discount offered from the daily-posted pump price or volume discount offered based on the total monthly volume of gas purchased. Offeror shall also provide the posted price for 87 octane-unleaded fuel as posted on Wednesday, February 2, 2005. One (1) of the Offeror's fueling station(s) must be located within a 1.5 -mile radius from the ParaCruz Operations facility located at 2880 Research Park Drive, Suite 160, Soquel, California.

Fuel service must be available from 6:30 a.m. to 6:30 p.m. daily.

For each vehicle refueling transaction, the following information must be recorded and identified on Offeror's receipt to be provided to the ParaCruz driver:

- A. ParaCruz vehicle ID number and mileage;
- B. ParaCruz driver ID number;
- C. Date service was provided;
- D. Number of gallons purchased,
- E. Gallon price of fuel, and
- F. Total amount of purchase.

4. VEHICLE WASHING REQUIREMENTS

The ParaCruz Chevrolet Venture minivans are to be washed once per week (the District's bus washing facilities will be used for the Champion and Goshen vehicles). Washing requirements shall include the following:

- A. Exterior washing and drying of vehicle body, wheels and tires;
- B. Vacuuming of the inside of the vehicle including floors, seats and dash board and disinfecting;
- C. Cleaning and drying of all windows, inside and out; and
- D. Biohazard cleaning of inside the vehicle (vomit, urine, etc.) when needed.

Contractor shall provide an estimated completion time for these services (estimated time from arrival of vehicle to completion of standard wash requirements).

Wash services must be available from 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. Saturdays and Sundays (except when weather prohibits washing)

Submitted cost shall be inclusive of all taxes and tip (if provided) to car washer.

5. INVOICING

Offerors shall provide monthly invoices of services provided either fuel only, wash only or both services providing the following information:

- A. ParaCruz vehicle ID number and mileage;
- B. ParaCruz driver ID number;
- C. Date service was provided;
- D. Type of service(s) performed;
- E. Contract unit price(s) of service(s) performed less offered discounts;
- F. Total monthly dollar amount of services performed; and
- G. District assigned purchase order number.

In addition, the above information shall be supplied monthly in an excel spreadsheet format (or compatible) detailing daily transactions subdivided by the daily information as listed above..

6. CONTRACT TERM

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the issuance of the contract by the District. At the option of the District, this contract agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent. Compensation rates for option years are subject to negotiation and shall not exceed the annual percentage change in the Consumers Price Index for the San Francisco – Oakland – San Jose area. Costs for any enhancements in service will be negotiated.

7. PROCESS FOR SUBMITTAL OF PROPOSALS

7.1 Proposal Requirements

- 7.1.1 Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
- 7.1.2 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.
- 7.1.3 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 Contractor shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
- 7.1.4 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 90-day period.

7.2 Proposal Submittal

One original unbound proposal and four bound copies must be received no later than 5.00 p.m. on FEBRUARY 9, 2005 at the District Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

RFP No. 04-10
Proposal for ParaCruz Vehicle Washing and Fueling Services
(Proposal Due Date: February 9, 2005, 5:00 p.m.)

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 Record Act.

7.3 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 excuses 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 the proposals are not in its best interest.

7.4 Evaluation Criteria And Selection Of The Successful Offeror

- 7.4.1 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.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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. Cost | 40 |
| 2. Location of vendor's site | 40 |
| 3. Ability to meet the requirements presented in the Scope. | 10 |
| 4. Disadvantage Business Enterprise Participation | 10 |
| 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.
- (1) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to the District.

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR PARACRUZ VEHICLE WASHING AND FUELING SERVICES (04-10)

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 ParaCruz Vehicle Washing and Fueling Services

District has the need for ParaCruz Vehicle Washing and Fueling Services. In order to obtain these services, the District issued a Request for Proposals, dated January 12, 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 ParaCruz Vehicle Washing and Fueling Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for ParaCruz Vehicle Washing and Fueling 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 ParaCruz Vehicle Washing and Fueling 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 January 12, 2005

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

Contractor's Proposal to the District for ParaCruz Vehicle Washing and Fueling Services, signed by Contractor and dated February 9, 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 January 12, 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 January 12, 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 renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 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 patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

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

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

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

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

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

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

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

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT - B

Steve's Union Service
1500 Soquel Dr.
Santa Cruz, Ca 95065
476-3857



2/3/04

Page 1 of 1

Santa Cruz Metropolitan Transit District

Proposal for Para Cruz Vehicle Fueling Services for the Santa Cruz Metropolitan Transit District.
RFP No. 04-01

Oneto Enterprises Inc. (D.B.A. Steves Union Service)

Steve's Union Service is happy to submit our fueling services proposal. Steve's Union Service is a locally owned and operated business in Santa Cruz for the past 22 years. We always price fuel competitively year round. We are consistently lower on our posted (street) price than all major brand competitors; including all Shell, Chevron, and other 76 stations. (See enclosed picture exhibits). We are located in a central convenient location with easy access from Soquel Ave., Soquel Dr., Commercial Way, and Highway 1. We are a 24 hour fueling facility. We can assuredly meet all the requirements presented in the scope.

Our posted (street) price for 87 octane fuel on February 2nd 2005 is 192.9, this proposal is A firm offer for a 90 day period as specified in the RFP.

Based on the Santa Cruz Metropolitan Transit District's request for proposal's approximate fuel volume needed to fuel the 20 minivans and 3 passenger vans, Steve's Union Service will bill all 87 octane fuel at 5 cents discounted off our low posted street price during the term of the contract.

We look forward to servicing the fueling needs of the Santa Cruz Metropolitan Transit District in a win-win contract. Mr. Longnecker, if you have any questions or concerns please call me at 476-3857.

Thank You,

A handwritten signature in black ink, appearing to read 'S. Oneto', with a long horizontal line extending to the right.

Steve Oneto

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

NA

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 ONETO ENTERPRISES INC.

Signature of Authorized Official 

Name and Title of Authorized Official STEVE ONETO OWNER (PRESIDENT)

Date 11/15

**BUY AMERICA PROVISION (to "BUY AMERICA PROVISION " \ 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.

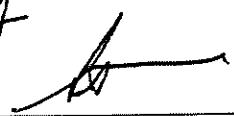
Date: 11/18/05
Signature: [Signature]
Company Name: OMETO ENTERPRISES INC
Title: president

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

CONTRACTOR DBE INFORMATION

WA


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

NA *NA*

| 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 \$ _____ %

1/19/05 "87"

Steve's Union Service 181.9
76 41st 188.9
Shell 41st / Capitola Rd 193.9
Chevron 41st 189.9

188.9



Steve's Union Service
1/19/05 87 (181.9)

STEVE'S UNION SERVICE
1500 Soquel Drive
Santa Cruz, CA 95065-1711
831 476-3857

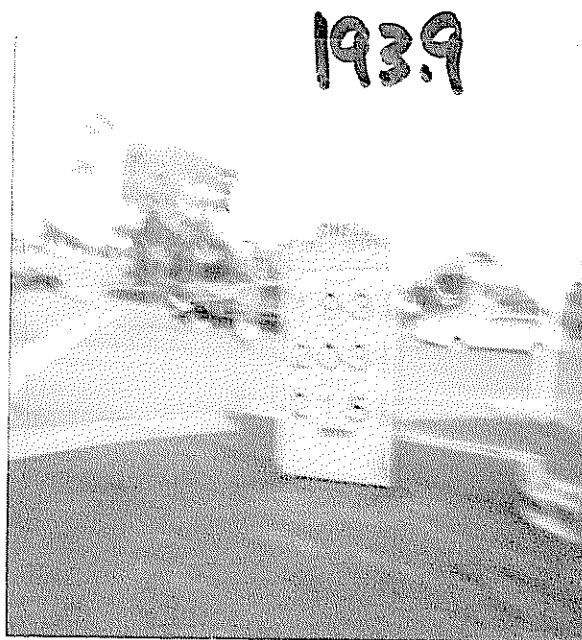
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181.9

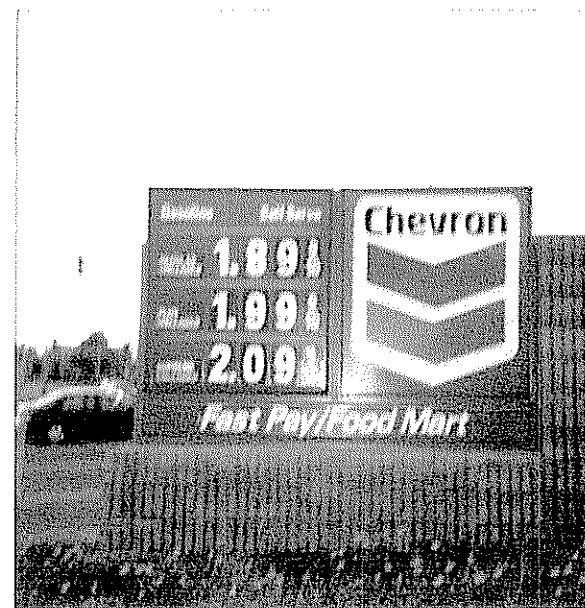
189.9



76 41st Ave
1/19/05 87 (188.9)



Shell 41st / Capitola Rd
1/19/05 87 (193.9)



Chevron 41st Ave
1/19/05 87 (189.9)

STEVE'S UNION SERVICE
 1500 Soquel Drive
 Santa Cruz, CA 95065-1711
 831 476-3857

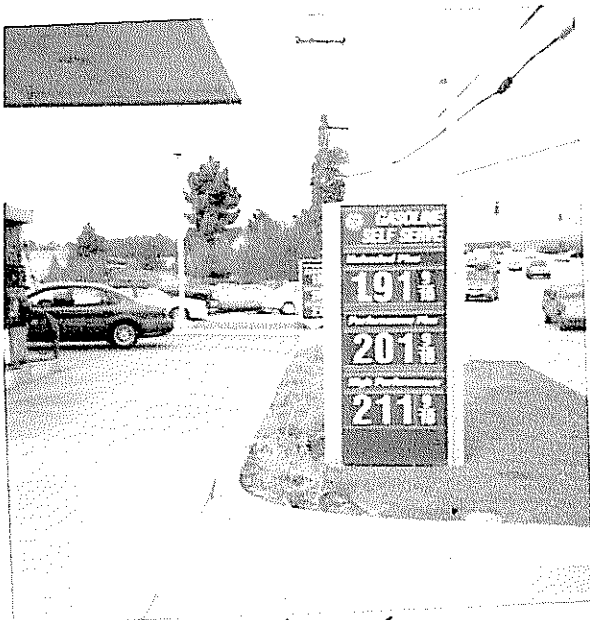
1/26/05
 STEVE'S Union Service 187.9
 76 41ST 191.9
 Shell 41ST/CAPITOLA RD. 195.9
 CHEVRON 41ST 195.9



Steve's Union Service 1/26/05
 87 (187.9)

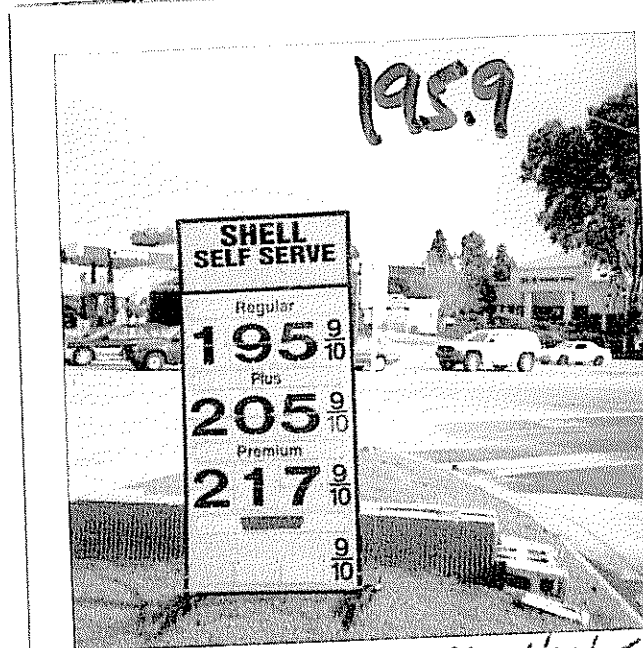
US
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191.9



76 41ST AVE 1/26/05
 87 (191.9)

195.9



Shell 41ST/CAPITOLA RD 1/26/05
 87 (195.9)



Chevron 41ST AVE 1/26/05
 87 (195.9)

2/2/05

STEVES UNION SERVICE 1929

76 WIST 1929

SHELL WIST/CAPITOLA RD 1949

CHEVRON WIST 1939



us
←
192.9

192.9

STEVES UNION SERVICE 2/2/05
87 1929

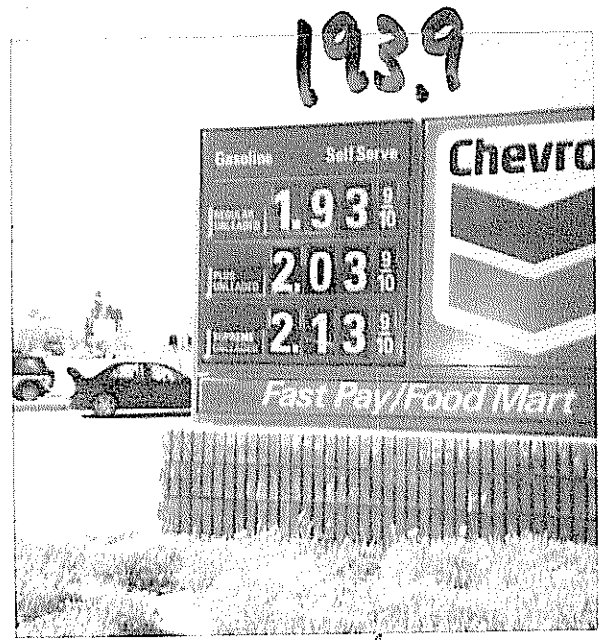


WIST AVE 76 2/2/05
87 1929



WIST/CAPITOLA RD Shell
2/2/05 194.9

194.9



WIST AVE CHEVRON
87 1939 2/2/05

193.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: PUBLIC HEARING: CONSIDER AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY2005.

I. RECOMMENDED ACTION

Receive public comments. Adopt the attached Program of Projects and authorize an application for Federal Transit Administration Urbanized Area Formula Funds

II. SUMMARY OF ISSUES

- The Transportation Equity Act for the 21st Century (TEA-21) established the Urbanized Area Formula Program to provide financial assistance to public transit operators in urbanized areas with less than 200,000 population.
- Each year, the US Congress appropriates Federal funds for the Federal Transit Administration (FTA) Urbanized Area Formula Program in accordance with the statutory formula in TEA-21
- METRO must submit an application and execute a grant agreement with the FTA to receive these funds.
- METRO announced a public review period and the public hearing for the Program of Projects on February 10, 2005 for the application process.
- SCMTD's FY2005 Budget includes the FTA §5307 revenue for transit operations.

III. DISCUSSION

The Transportation Equity Act for the 21st Century (TEA-21) legislated programs within the Federal Transit Administration to provide financial assistance to public transit operators. In the Urbanized Area Formula Program, TEA-21 established a statutory formula to determine minimum allocations to public transit operators in urbanized areas with population under 200,000. The formula and eligibility requirements for the Urbanized Area Formula Program are codified in 49 USC §5307. The FTA designated Caltrans to administer the §5307 program for small operators such as METRO.

The Santa Cruz and Watsonville Urbanized Areas receive funding in the US Department of Transportation (DOT) and Related Agencies Appropriations Act each fiscal year. METRO and Monterey-Salinas Transit both operate public transit service in Watsonville and have an

10.1

agreement to split the Watsonville appropriation according to the proportion of service each provides.

The entire amount of FY 2005 FTA funding in the Section 5307 program is required for operating assistance.

IV. FINANCIAL CONSIDERATIONS

The FY2005 Urbanized Area Formula Program contributes \$3,021,556 to METRO's operating budget. Local sales tax funds the required match.

V. ATTACHMENTS

Attachment A: Program of Projects for FY2005 §5307 Funds

Santa Cruz Metropolitan Transit District
FY2005 Program of Projects
Using Federal Transit Administration Funds

The Santa Cruz Metropolitan Transit District (METRO), in accordance with 49 USC Part 5307 and 5309, proposes the following Program of Projects for funding assistance from the Federal Transit Administration.

The Federal Transit Administration allocated \$3,021,556 in federal funds through the California Department of Transportation to METRO for urbanized area public transit operating assistance during FY 2005. METRO proposes the following single project for all available FTA operating funds during FY2005:

1. FY2005 Operating Assistance: \$3,021,556 for public transit service operated from July 1, 2004 through June 30, 2005. This project subsidizes public transit conforming to land use and transportation plans in Santa Cruz County and will not cause negative environmental impacts or relocation of families or businesses.

If adopted by the Board, METRO staff will submit an application to the Federal Transit Administration for funding this program of projects, and the General Manager will execute a grant agreement authorizing the expenditure of funds for implementation.

AGENDA: February 3, 2005

TO: Regional Transportation Commission
FROM: Rachel Moriconi, Senior Transportation Planner
RE: Update on State Transportation Improvement Program (STIP) Funding for Metro's MetroBase Project

RECOMMENDATIONS

Staff recommends the Regional Transportation Commission (RTC):

1. Accept information on the California Transportation Commission's (CTC) approval of Santa Cruz Metropolitan Transit District (Metro) and RTC's request to program FY06-07 State Transportation Improvement Program (STIP) funds to the MetroBase Consolidated Bus Operations Facility project; and
 2. Request the Transit District Board consider whether it wishes to request an AB3090 reimbursement for the MetroBase project in FY07/08; and
 3. Direct staff to report back to the March RTC meeting with an update of the Transit District's deliberations and a proposed amendment to the *2004 Regional Transportation Improvement Program (RTIP)* if the Transit District wishes to pursue an AB3090 request.
-
-

BACKGROUND

At its April 4, 2004 meeting, the Regional Transportation Commission adopted the *2004 Regional Transportation Improvement Program (RTIP)*, which included a proposal to reprogram previously lapsed State Transportation Improvement Program (STIP) funds to the MetroBase Consolidated Bus Operations Facility. However, on August 5, 2004, primarily due to the State's continued raid of transportation funds to bail out the State General Fund, the California Transportation Commission (CTC) did not program \$7.8 million of the region's \$10.8 million unprogrammed share of STIP funds for the MetroBase project as part of its adoption of the 2004 STIP. If the CTC had included the MetroBase project in the 2004 STIP at that time, the CTC would probably have programmed it in FY08/09.

In an effort to meet its own commitment to reprogram STIP funds to the MetroBase project, at its October 7, 2004 meeting, the Commission amended the *2004 Regional Transportation Improvement Program (RTIP)* to trade funds for other projects in order to include MetroBase in the STIP. In total the Commission traded \$6.3 million in FY05/06-08/09 STIP funds for FY06/07-08/09 Regional Surface Transportation Program (RSTP) funds for sixteen projects that had been carried over into the 2004 STIP from the 2002 STIP and programmed the freed up

STIP funds and \$1.2 million of RSTP funds (totaling \$7.5 million) to the Transit District's MetroBase Consolidated Bus Operations Facilities project. This trade also allowed the RTC to program the MetroBase project in FY06/07, as requested by Metro.

During discussion on the RTIP at the April, August, and October 2004 meetings, questions arose as to whether Metro should request an AB3090 reimbursement for the MetroBase project. At the October 2004 Commission meeting, Metro's General Manager stated that he did not need an AB3090 reimbursement at this time, since the STIP funds for the project were programmed in FY06/07, which is within the construction timeframe for the project.

DISCUSSION

How AB3090 Works

AB 3090 (Statutes of 1992, Chapter 1243) allows a project sponsor to advance a project included in the *State Transportation Improvement Program (STIP)* prior to approval of a STIP allocation by proceeding with the project using local funds. The STIP reimburses the agency in a future year. Project sponsors typically request AB3090 reimbursements when the STIP funds are programmed in a later year than the year in which a project sponsor will be completing a project or phase of a project. When the CTC approves an AB3090 reimbursement for a STIP project, it is required to make those cash reimbursements prior to releasing funds to any other STIP projects in the state. As a result, the regional agency (SCCRTC in this case) must explicitly find the project to be the region's highest priority among projects programmed in the reimbursement year. For each region in the state, one project can be listed as an AB3090 reimbursement per fiscal year in the STIP. With El Rancho Road Reconstruction currently programmed as an AB3090 Reimbursement in FY06/07 (approved by the Commission in April 2004) and the Rail Right-of-Way Acquisition proposed for AB3090 Reimbursement in FY08/09, the Commission could still program one additional project in FY07/08 for an AB3090 Reimbursement.

CTC Approval of STIP Amendment for Metro Base

At its January 20, 2005 meeting, the California Transportation Commission (CTC) amended the *2004 State Transportation Improvement Program (STIP)* to include the MetroBase project in FY06/07, as requested by the Transit District and SCCRTC. Consistent with Metro's direction, an AB3090 reimbursement was not part of that amendment.

Also, as part of the 2004 STIP amendment, the CTC removed the sixteen other projects from the STIP that are now programmed to receive RSTP funds. Seven of those sixteen projects, totaling \$2.8 million, had been programmed in FY05/06. Given that the Governor's FY05/06 State Budget proposal (discussed in a separate agenda item) once again proposes to suspend the availability of Proposition 42 revenues to transportation projects in FY05/06, moving these seven projects out of the STIP and programming MetroBase in FY06/07 gives the CTC a little more room to deal with the ripple effects the proposed budget will have on the STIP in FY05/06.

Should the Transit District Now Request an AB3090 for MetroBase?

At your January 6, 2005 RTC meeting, Commissioner Keogh expressed concern that requesting an AB3090 reimbursement for the Santa Cruz Branch Rail Line Acquisition Project could jeopardize a potential future request for AB3090 reimbursement funds for the MetroBase project. He presented staff with two written questions (Attachment 1). In response to his second question, the Commission can actually request that the CTC designate one project per fiscal year as an AB3090 reimbursement. As such, **if an AB3090 reimbursement is desired for the MetroBase project, the Commission could amend the RTIP to identify this project as the highest priority STIP project for reimbursement in FY07/08**, even if the Commission and CTC program the Rail Line Acquisition as an AB3090 reimbursement in FY08/09 or later. Attachment 2 shows how all STIP projects in Santa Cruz County are programmed in the amended 2004 STIP.

The MetroBase project is now programmed for a regular allocation in FY06/07, is estimated to be under construction through 2008, and the STIP funds constitute approximately 15% of the \$40 million project cost. Therefore, Transit District staff has been planning to expend the other funds programmed to the project to cover construction costs that will be incurred prior to the expected allocation of the STIP funds in the middle of the construction timeframe, during FY06/07. In response to Commissioner Keogh's first question, according to Caltrans, the STIP funds will be treated as supplemental funding for the ongoing construction project. When STIP funds are just supplementing other federal funds for an existing project, a project sponsor is allowed to award a contract and initiate work before getting a STIP allocation. Therefore, the Transit District does not need an AB3090 to award a contract and, as such, Metro staff had not requested an AB3090 reimbursement. The financial plan for the MetroBase project calls for the STIP funds to be allocated as a straight STIP allocation (not AB3090) when the Transit District will actually need the funds to complete the construction contract for the project. Regardless of the STIP funds for the project, construction of some segments of the MetroBase project is contingent on reauthorization of TEA-21.

Despite the fact that under "normal" circumstances AB3090 would not be appropriate or needed for this project at this time, staff learned at a meeting with CTC staff on January 25, 2005 that the ongoing State budget crisis could have severe impacts on STIP projects in the future. As such, AB3090 reimbursements provide the best protection for STIP projects that are ready to be implemented now. For this reason, **staff now recommends the Commission recommend the Transit District request an AB3090 reimbursement for the MetroBase project in FY07/08, for consideration at the Commission's March meeting.** As noted above, this AB3090 designation is not, however, required for the Transit District to initiate construction on the project. Staff met with the Transit District's Board Chair, Emily Reilly, and General Manager and they concur with this recommendation. Staff will work with Transit District staff to make a presentation on this option at a Transit Board meeting.

RTIP Amendment Needed

RTC staff will report back at the March RTC meeting with an update of the Transit District's deliberations. If the Transit District Board approves this recommendation, staff will return with a recommendation to amend the 2004 RTIP to include both the MetroBase's AB3090 request,

with funds to be reimbursed in FY07-08, and the Rail Acquisition project's AB3090 request, with funds to be reimbursed in FY08-09.

SUMMARY

At its January 20, 2005 meeting, the California Transportation Commission (CTC) amended the *2004 State Transportation Improvement Program (STIP)* to include the MetroBase project in FY06/07. This staff report explains when AB3090 reimbursement programming is necessary and why the Transit District has not requested an AB3090 to date. However, given the ongoing impacts of the State budget deficit on the STIP, staff now recommends the Commission recommend the Transit District request an AB3090 for the project, to be considered at the Commission's March meeting.

Attachment 1: Written questions on AB3090 designation submitted by Commissioner Keogh at the January 6, 2005 meeting

Attachment 2: STIP Listing for Santa Cruz County Projects

\\Rtserv1\Shared\RTC\TC2005\TC0205\MetroBaseUpdate.doc

Questions

Attachment 1

1-5-5 RTC mtg
from
Mike Keogh

In March the METRO Board of Directors will award a contract for the construction of MetroBase. Part of the cost of the construction of MetroBase will be paid for with funds that will be allocated by the CTC in 2006. METRO will use funds that it currently has to offset initial construction costs with the expectation that the CTC allocated funds in 2006 will be available to continue construction. I have two questions:

1. If we have not either designated the MetroBase Project as an AB 3090 reimbursement project, or received a "Letter of No Prejudice" from the CTC, are we in danger of having the MetroBase construction costs declared ineligible for reimbursement by the CTC?

2. Recognizing that we are only allowed to request AB 3090 designation for one project, should we defer the consideration the use of AB 3090 until we know if we will need it for the MetroBase Project?

28-5

2004 STIP

as amended by CTC through 1/20/05

Santa Cruz

| Agency | Rte | PPNO | Project | Total | Project Totals by Fiscal Year | | | | | Project Totals by Component | | | | | | |
|--|--------|------|--|---------------|-------------------------------|-----------|---------------|--------------|--------------|-----------------------------|---------------|---------------|----------|------------|----------|----------|
| | | | | | Prior | FY 05 | FY 06 | FY 07 | FY 08 | FY 09 | R/W | Const | E & P | PS&E | R/W Sup | Con Sup |
| Caltrans | 1 | 413 | Harkins Slough interchange | 132 | 132 | 0 | 0 | 0 | 0 | 0 | 132 | 0 | 0 | 0 | 0 | 0 |
| Caltrans | 1 | 542F | Rt 17/1 connector, Stage 1B (96 grf) | 1,391 | 1,391 | 0 | 0 | 0 | 0 | 0 | 1,391 | 0 | 0 | 0 | 0 | 0 |
| Prior Commitments (Not Part of Target) | | | | 1,523 | 1,523 | 0 | 0 | 0 | 0 | 0 | 1,523 | 0 | 0 | 0 | 0 | 0 |
| SCMTD | ransit | 924 | MetroBase Consolidated Bus Operations Facility | 6,363 | 0 | 0 | 0 | 6,363 | 0 | 0 | 0 | 6,363 | 0 | 0 | 0 | 0 |
| Caltrans | 1 | 413 | Harkins Slough interchange | 5,503 | 0 | 0 | 0 | 0 | 5,503 | 0 | 0 | 5,503 | 0 | 0 | 0 | 0 |
| Caltrans | 1 | 542F | Rt 17/1 connector, Stage 1B (96 grf) | 39,129 | 0 | 0 | 39,129 | 0 | 0 | 0 | 0 | 39,129 | 0 | 0 | 0 | 0 |
| Santa Cruz Co | cash | 1811 | AB 3090 cash reimbursement (El Rancho Rd) | 600 | 0 | 0 | 0 | 600 | 0 | 0 | 0 | 600 | 0 | 0 | 0 | 0 |
| SCCRTC | loc | 932 | Santa Cruz Branch Rail R/W | 10,000 | 0 | 0 | 0 | 0 | 10,000 | 10,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| Santa Cruz Co | loc | 930 | Graham Hill Rd improv | 2,026 | 0 | 0 | 205 | 1,821 | 0 | 0 | 80 | 1,821 | 0 | 125 | 0 | 0 |
| Santa Cruz Co | loc | 2054 | Amesti Rd, PM 2.8-3.0, recon | 1,480 | 0 | 0 | 1,480 | 0 | 0 | 0 | 0 | 1,480 | 0 | 0 | 0 | 0 |
| SCCRTC | ldm | 922 | Rideshare Program | 596 | 0 | 0 | 148 | 148 | 150 | 150 | 0 | 596 | 0 | 0 | 0 | 0 |
| SCCRTC | tdm | 923 | Highway 1 Freeway Service Patrol | 327 | 0 | 0 | 158 | 82 | 87 | 0 | 0 | 327 | 0 | 0 | 0 | 0 |
| SCCRTC | ppm | 921 | Planning, programming, and monitoring | 606 | 76 | 76 | 77 | 77 | 150 | 150 | 0 | 530 | 0 | 0 | 0 | 0 |
| Total Programmed | | | | 66,630 | 76 | 76 | 41,197 | 9,091 | 5,890 | 10,300 | 10,080 | 56,349 | 0 | 125 | 0 | 0 |
| TE-Eligible Projects | | | | | | | | | | | | | | | | |
| Santa Cruz | te | 1822 | Broadway-Brommer St bike/ped path | 1,336 | 0 | 0 | 1,336 | 0 | 0 | 0 | 0 | 1,336 | 0 | 0 | 0 | 0 |
| Santa Cruz Co | te | 1545 | East Cliff Dr bike/ped path | 195 | 0 | 0 | 195 | 0 | 0 | 0 | 0 | 195 | 0 | 0 | 0 | 0 |
| Santa Cruz Co | te | 1821 | Wilder Ranch bikeay, phase 2 | 400 | 0 | 80 | 95 | 0 | 225 | 0 | 0 | 225 | 80 | 95 | 0 | 0 |
| SCCRTC | te | 1822 | Coastal Rail Trail, segment to be identified | 345 | 0 | 0 | 40 | 305 | 0 | 0 | 0 | 305 | 0 | 40 | 0 | 0 |
| Total TE Programmed | | | | 2,276 | 0 | 80 | 1,666 | 305 | 225 | 0 | | | | | | |
| Notes/Issues | | | | | | | | | | | | | | | | |
| RTIP adopted April 1, 2004, submitted April 12, 2004. Administrative amendment, letter of May 4, 2004. | | | | | | | | | | | | | | | | |
| STIP adopted by CTC August 5, 2004. | | | | | | | | | | | | | | | | |
| RTIP amended October 7, 2004 to trade out \$6.3M in local projects for MetroBase | | | | | | | | | | | | | | | | |
| STIP amended January 20, 2005 by CTC on consent agenda | | | | | | | | | | | | | | | | |

METROBASE FUNDING SUMMARY

| SECURED FUNDING | | | | \$ 24,847,030 |
|-----------------|--------------|--------------|--------------|---------------|
| | FEDERAL | LOCAL | TOTAL | |
| CA-03-0505-02 | \$ 1,612,813 | \$ 403,204 | \$ 2,016,017 | NOW |
| CA-03-0505-02 | \$ 1,534,988 | \$ 383,747 | \$ 1,918,735 | NOW |
| CA-03-0413-02 | \$ 1,384,000 | \$ 346,000 | \$ 1,730,000 | NOW |
| CA-03-0413-02 | \$ 2,978,946 | \$ 744,737 | \$ 3,723,683 | NOW |
| CA-90-X873 | \$ 1,005,479 | \$ 251,369 | \$ 1,256,848 | NOW |
| CA-03-0413-02 | \$ 1,272,000 | \$ 318,000 | \$ 1,590,000 | NOW |
| FEMA | | \$ 281,391 | \$ 281,391 | NOW |
| LAWSUIT FUND | | \$ 6,894,032 | \$ 6,894,032 | NOW |
| MOF SALE | | \$ 3,000,000 | \$ 3,000,000 | Dec-2005 |
| OES | | \$ 624,324 | \$ 624,324 | NOW |
| STA FY 2004 | | \$ 830,000 | \$ 830,000 | NOW |
| STA FY 2005 | | \$ 982,000 | \$ 982,000 | NOW |

| PROGRAMMED FUNDING | | | | \$ 3,320,000 |
|--------------------|--|------------|--------------|--------------|
| STA FY 2006 | | \$ 830,000 | \$ 830,000 | Jul-2005 |
| STA FY 2007 | | \$ 830,000 | \$ 830,000 | Jul-2006 |
| STA FY 2008 | | \$ 830,000 | \$ 830,000 | Jul-2007 |
| STA FY 2009 | | \$ 830,000 | \$ 830,000 | Jul-2008 |
| | | | \$ 3,320,000 | |

| | |
|--|----------------------|
| TOTAL METROBASE FUNDING | \$ 28,167,030 |
| TOTAL EXPENDED TO-DATE | \$ 3,964,473 |
| NET AVAILABLE METROBASE FUNDING | \$ 24,202,557 |

| REMAINING EXPENDITURES | | \$ 4,634,810 |
|------------------------------|--------------|--------------|
| Remainder of RNL Contract | \$ 857,843 | |
| Remainder of Harris Contract | \$ 1,049,225 | |
| Remainder of Land/Relocation | \$ 2,000,000 | |
| Remainder of Project Manager | \$ 365,000 | |
| Fuel Items Purchased | \$ 293,742 | |
| Demolition | \$ 69,000 | |

| | |
|---------------------------------------|------------------------|
| NET AVAILABLE FOR CONSTRUCTION | \$ 19,567,747 |
| CONSTRUCTION ESTIMATE - 65% | \$ 30,281,436 |
| DIFFERENCE | \$ (10,713,689) |

| ANTICIPATED FUNDING | | | | \$ 12,761,445 |
|---------------------|--------------|--------------|--|---------------|
| STIP Funds | \$ 6,363,000 | \$ 6,363,000 | | Aug-2010 |
| STIP Funds | \$ 1,137,000 | \$ 1,137,000 | | Jul-2008 |
| HITT FY 2005 | \$ 908,795 | \$ 908,795 | | Dec-2005 |
| HITT FY 2006 | \$ 980,542 | \$ 980,542 | | Dec-2006 |
| HITT FY 2007 | \$ 1,052,289 | \$ 1,052,289 | | Dec-2007 |
| HITT FY 2008 | \$ 1,124,036 | \$ 1,124,036 | | Dec-2008 |
| HITT FY 2009 | \$ 1,195,783 | \$ 1,195,783 | | Dec-2009 |
| | | \$ 5,261,445 | | |

CONSTRUCTION ESTIMATE - 65% \$ 27,641,436

ITEMS NOT INCLUDED \$ 2,640,000

| | |
|-------------------------------------|--------------|
| Fees - permits, plan check | \$ 75,000 |
| Testing and Certified Inspections | \$ 200,000 |
| Art Budget and Other | \$ 260,000 |
| Temporary Facilities | |
| Moving Costs | |
| Contingency for Owner Items | \$ 1,470,000 |
| Office Furniture, Furnishings, etc. | \$ 400,000 |
| Security System | \$ 85,000 |
| Telecommunications | \$ 150,000 |

PROJECTED CONSTRUCTION COST \$ 30,281,436

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: **CONSIDERATION OF THE REQUEST FROM THE CITY OF SCOTTS VALLEY AND THE SCOTTS VALLEY UNIFIED SCHOOL DISTRICT TO RECONFIGURE ROUTES #31 AND #32 TO REINSTATE SERVICE ON VINE HILL SCHOOL ROAD**

I. RECOMMENDED ACTION

That the Board of Directors approve a portion of the request from the City of Scotts Valley and the Scotts Valley Unified School District to reconfigure the Routes #31 and #32 to reinstate service on Vine Hill School Road.

II. SUMMARY OF ISSUES

- For many years METRO operated bus service on Vine Hill School Road in Scotts Valley.
- The operation of bus service on Vine Hill School Road provided public transportation service to the North section of Scotts Valley Drive, Vine Hill School, and Siltanen Park.
- In 2003 and 2004 residents in the vicinity of the Vine Hill School Road/Glenwood Drive intersection requested the removal of bus service.
- In an attempt to address the concerns of the Vine Hill School Road residents and simultaneously preserve service to the Vine Hill School and Siltanen Park METRO, in cooperation with the City of Scotts Valley reconfigured Route #31 to turn around in Siltanen Park parking lot owned by the City of Scotts Valley as a six-month demonstration project.
- To assist in initiating the demonstration project METRO paid \$4,153 for modifications of the parking lot owned by the City of Scotts Valley.
- Approximately one month after the initiation of the route change residents in the vicinity of the parking lot combined with representatives of the school crossing guards submitted a request that the Scotts Valley City Council order METRO to cease operating bus service through the parking lot.
- On May 19, 2004 the Scotts Valley City Council voted unanimously to direct METRO to cease operating buses through the parking lot at the soonest possible time.

- On June 16, 2004 the Scotts Valley City Council voted to request that METRO reroute the Route #31 bus to operate on Glenwood Drive and turn around at the Scotts Valley High School.
- On July 23, 2004 the Board of Directors approved the rerouting request from the Scotts Valley Council and implemented the route modification in the Fall 2004 Service Bid.
- The reconfiguration of the routes resulted in elimination of bus service to the Vine Hill Elementary School, which resulted in complaints from citizens, parents, and school officials.
- On November 23, 2004 Scotts Valley City Manager Charles Comstock and Scotts Valley Unified School District Superintendent Stephen Fiss transmitted a letter (attached) to METRO requesting that bus service to the Vine Hill Elementary School be reinstated.
- Staff members and the Service Planning and Review Committee (SPARC) conducted surveys and evaluated the ridership of Routes #31 and #32 as a part of developing a recommendation to respond to the letter for the City of Scotts Valley and the Scotts Valley Unified School District.

III. DISCUSSION

METRO operated bus service on Vine Hill School Road for many years. The bus service provided public transit access to residential areas, Vine Hill Elementary School and Siltanen Park. During 2003/2004 METRO received numerous complaints from individuals residing in the area close to the Vine Hill School Road/ Glenwood Drive intersection. Residents in this area complained about noise, vibration, and pedestrian safety issues. At that time METRO operated two trips in the morning and two trips in the afternoons on weekends. METRO also operated hourly weekday service in the mornings and every thirty-minute weekday service in the afternoons. In an attempt to address the continuing concerns of the residents and maintain public access to the park and the school METRO entered into an Agreement with the City of Scotts Valley for a six month demonstration project that would use the city-owned parking lot located opposite of Siltanen Park as the turn-around for Route #31. As a part of the Agreement with the City of Scotts Valley, METRO invested \$4,153 to make improvements to the pavement and to reconfigure parking areas. The improvements were designed to maintain pavement integrity and to insure that there was adequate space for the bus turning radius requirements without creating any auto/bus conflicts.

After approximately one month of operating the Route #31 service using the parking lot turn-around a group of concerned individuals representing area residents and the school crossing guard approached the Scotts Valley City Council regarding the service. At the May 19, 2004 meeting of the City Council the individuals indicated that they believed that the use of the

parking lot for a turn-around was unsafe and requested that the City order the buses to leave. In response to the concerns expressed by the citizens the Scotts Valley City Council voted unanimously to request that METRO discontinue using the parking lot as a turn-around for buses.

The proposal to return Route #31 to its former configuration caused the residents in the Glenwood Drive/Vine Hill School Road intersection vicinity to re-assert their concerns and objections to having the buses operate on Vine Hill School Road. On June 16, 2004 the Scotts Valley City Council voted to request that METRO reconfigure the Route #31 service to operate on Glenwood Drive on all trips and to use the Scotts Valley High School as a turn-around. On July 23, 2004 the Board of Directors approved the reconfiguration of Route #31 to use Glenwood Drive and turn around at the Scotts Valley High School. The change in route operations was implemented with the Fall 2004 Bid. At that time all service to the Vine Hill Elementary School was eliminated.

The elimination of service from the Vine Hill Elementary School resulted in complaints from some citizens and parents. This service change has received extensive attention by the Scotts Valley Banner newspaper. On November 23, 2004 Scotts Valley City Manager Charles Comstock and Scotts Valley School Superintendent Stephen Fiss sent a letter to METRO requesting that service be at 8:00 am and 3:00 pm be reinstated to the Vine Hill School. They also requested that a special trip at 1:00 pm on Thursdays be added to the schedule. A copy of the November 23, 2004 letter is attached to this Staff Report.

When METRO staff examined Routes #31 and #32 as a part of the service review necessitated by the letter from the City of Scotts Valley and the School District it was found that the ridership on the segments of the route North of Granite Creek Drive were low when compared to the rest of the system. The service cut that was approved by the Board of Directors eliminated all weekend service on route #31 and provided service at a level of two weekday morning trips and four weekday afternoon trips on Route #31. There are also three weekday afternoon trips on Route #32. Attachment C outlines the current service that is provided in this area.

In order to match the Routes #31 and #32 to the usage levels and respond to the request from the City Manager and School Superintendent the METRO staff and the members of the SPARC recommend that the 7:25 am and 2:25 pm Route #31 trips be modified using a "double loop" to serve the Vine Hill Elementary School. It is further recommended that, based on ridership and operating needs, the 3:25 pm and 4:25 pm Route #31 trips be reconfigured to turn South on Granite Creek and return to Santa Cruz via Highway 17. Lastly the Staff and SPARC members recommend that the 3:55 pm trip on the Route #32 be eliminated due to low ridership and that the service hours be redeployed to other routes where ridership needs warrant additional service.

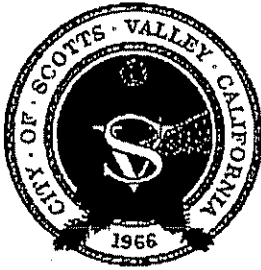
The service changes for the March 2005 Bid have already been incorporated into the Letter to UTU Local 23 as required by the current Labor Agreement. Therefore the service changes outlined in this Staff Report are recommended to be implemented in the June 2005 Bid.

IV. FINANCIAL CONSIDERATIONS

The modification of Routes #31 and #32 will have no negative financial effect on the 2004/2005 METRO Operating Budget. The elimination of the 3:55 pm trip will allow \$12,500 in service costs to be redeployed to other areas.

V. ATTACHMENTS

- Attachment A:** November 23, 2004 Letter from Charles Comstock and Stephen Fiss.
- Attachment B:** Service Change Proposal from Service Review and Planning Committee
- Attachment C:** Route Map and Schedule for Routes #31 and #32

Attachment **A**

CITY OF SCOTTS VALLEY

OFFICE OF THE CITY MANAGER

One Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5600 • Facsimile (831) 438-2793 • www.scottsvally.org

November 23, 2004

Mr. Leslie R. White, General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Dear Mr. White:

As you indicate in your July 27, 2004 letter, on June 16, 2004 the City Council did agree with your recommendation that the preferred routing for the service north of Granite Creek in Scotts Valley would be to use Glenwood Drive to the High School on all the trips. As you are aware, this has caused some difficulties for several families who were dependent upon the previous route that went up Scotts Valley Drive to Vine Hill School.

At a joint subcommittee meeting on November 17, 2004 with the Scotts Valley Unified School District and the City Council, this item was discussed in some detail, and the subcommittee has asked that you consider the following route change in order to accommodate the families.

The bus route be changed such that it stops at Vine Hill School on the following days and times:

1. 8:00 am, Monday through Friday
2. 3:00 pm, Monday, Tuesday, Wednesday, and Friday
3. 1:00 pm, Thursday

It is my understanding that with those changes the families in questions would be served, and the impact on the Vine Hill School neighborhood will be minimal. We would hope that you could change this route as soon as possible in order to accommodate the families. Please let me know the effective date of the route change.

If you have any questions, please call me at 440-5600.

Sincerely,

Chuck Comstock
taf

Charles A. Comstock, City Manager
City of Scotts Valley

Step Fiss
pk

Stephen A. Fiss, Superintendent
Scotts Valley Unified School District

Attachment B

Recommendation

Staff recommendation would be the following:

Route 31

6:55 am – Serves SVHS

7:25 am – Serves SVHS and Vine Hill

1:25 pm – Serves SVHS

2:25 pm – Serves SVHS and Vine Hill

3:25 pm – Returns to Santa Cruz at Granite Creek

4:25 pm - Returns to Santa Cruz at Granite Creek

Route 32

2:15 pm - Serves SVHS

2:55 pm - Serves SVHS

3:55 pm – Eliminate

13. b 1

31 Scotts Valley/Santa Cruz via Hwy. 17



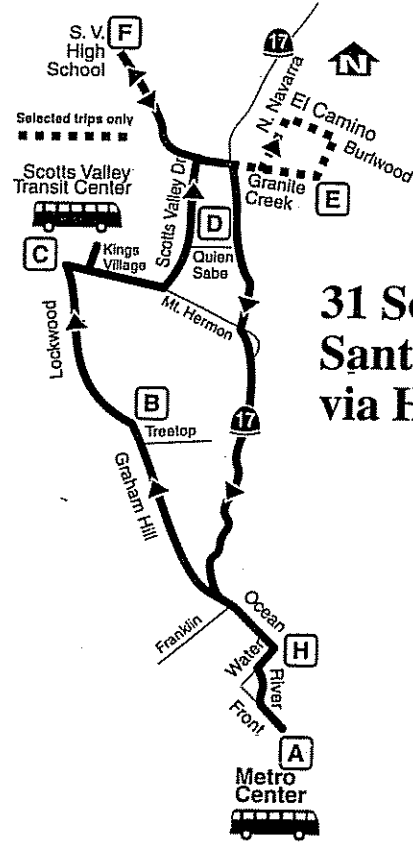
| Bus Leaves from Lane 3 METRO CENTER | Bus Leaves from Graham Hill & Treetop | Bus Leaves from Scotts Valley Transit Center | Bus Leaves from Scotts Valley High School | Bus Leaves from Burlwood & Granite Creek | Bus Leaves from Ocean & Water | Bus Arrives at METRO CENTER |
|-------------------------------------|---------------------------------------|--|---|--|-------------------------------|-----------------------------|
| A | B | C | F | E | H | A |

MON - FRI

| am | 6:55 | 7:05 | 7:18 | 7:30 | — | 7:40 | 7:53 |
|----|------|------|------|------|------|------|------|
| | 7:25 | 7:35 | 7:45 | 7:57 | — | 8:07 | 8:20 |
| pm | 1:25 | 1:35 | 1:45 | 1:57 | — | 2:07 | 2:20 |
| | 2:25 | 2:35 | 2:45 | 2:57 | 3:00 | 3:12 | 3:25 |
| | 3:25 | 3:35 | 3:45 | 3:57 | — | 4:07 | 4:20 |
| | 4:25 | 4:35 | 4:45 | 4:57 | — | 5:07 | 5:20 |

All buses on this route are lift equipped.

Some stops on this route may not be wheelchair accessible.



31 Scotts Valley/Santa Cruz via Hwy. 17

32 Graham Hill



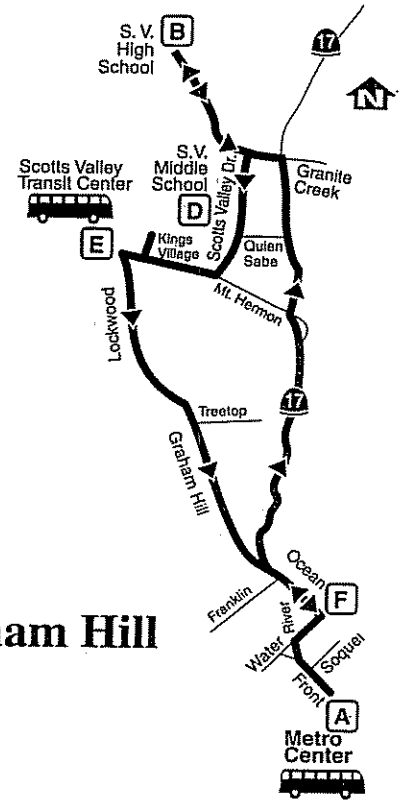
| Bus Leaves from Lane 3 METRO CENTER | Bus Leaves from Scotts Valley High School | Bus Leaves from Scotts Valley Middle School | Bus Leaves from Scotts Valley Transit Center | Bus Leaves from Ocean & Water | Bus Arrives at METRO CENTER |
|-------------------------------------|---|---|--|-------------------------------|-----------------------------|
| A | B | D | E | F | A |

MON - FRI

| pm | 2:15 | 2:38 | 2:45 | 2:50 | 2:58 | 3:55 |
|----|------|------|------|------|------|------|
| | 2:55 | 3:18 | 3:25 | 3:30 | 3:38 | 3:50 |
| | 3:55 | 4:18 | 4:12 | 4:17 | 4:25 | 4:45 |

All buses on this route are lift equipped.

Some stops on this route may not be wheelchair accessible.



32 Graham Hill

13. C1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 25, 2005

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ELECTION OF A DIRECTOR TO SERVE AS AN ALTERNATE TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2005.

I. RECOMMENDED ACTION

That the Board of Directors elect a Member from the Board to serve in the position of alternate to the Santa Cruz County Regional Transportation Commission to replace Emily Reilly.

II. SUMMARY OF ISSUES

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually elect members to serve in the positions of Chair and Vice Chair, and to represent the Board on other Boards and Commissions.
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) the Board of Directors elected members to serve in the three primary positions and the three alternate positions that are provided for METRO on January 28, 2005.
- One of the Directors who was selected by the Board to serve in an alternate position at the SCCRTC was Emily Reilly.
- METRO has been notified that Director Reilly has been appointed to be the primary representative to the SCCRTC for the City of Santa Cruz.
- In order to maintain a complete roster of alternates to the SCCRTC it is necessary for the Board of Directors to select a Member to replace Director Reilly.

III. DISCUSSION

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, HCA appointee, and SCCRTC appointees expired in January 2005. Pursuant to the METRO Bylaws the Board of Directors elected members, on January 28, 2005, to serve in the positions herein referenced.

On January 28, 2005 METRO Director Emily Reilly was elected to serve in the position of alternate to the SCCRTC. METRO has been informed that Director Reilly has been appointed to serve as the primary representative of the City of Santa Cruz on the SCCRTC. It is necessary for the Board of Directors to select another Member to serve as an alternate to the SCCRTC.

The election for a Director to serve as the replacement SCCRTC alternate is recommended to be held February 25, 2005.

IV. FINANCIAL CONSIDERATIONS

Funding support for the position of SCCRTC alternate is contained in the adopted METRO FY 2005 Operating Budget.

V. ATTACHMENTS

None

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION OF
APPRECIATION FOR THE SERVICES OF
BRYANT BAEHR AS MANAGER OF OPERATIONS
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring a Manager with expertise and dedication appointed Bryant Baehr to serve in the position of Manager of Operations, and

WHEREAS, Bryant Baehr served as the Manager of Operations for the Santa Cruz Metropolitan Transit District for the time period of May 11, 1998 to February 28, 2005, and

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

WHEREAS, Bryant Baehr served the Metropolitan Transit District with distinction, and

WHEREAS, the leadership and service provided to the citizens of Santa Cruz County by Bryant Baehr resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time that Bryant Baehr served in the position of Manager of Operations his leadership, efforts, and support resulted in METRO developing new facilities, purchasing buses and vans, responding to adverse economic conditions, restructuring the customer service function and the operation of the Pacific Station facility, assuming direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, assuming direct operational responsibility for the ParaCruz service, staffing the new Metro Advisory Committee (MAC), implementing new security measures as a result of the September 11, 2001 attacks, implementing a new fare collection system, and enhancing the quality of fixed route service for all citizens of Santa Cruz County through the implementation of the bus stop announcement system, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the leadership, commitment, and tireless service provided by Bryant Baehr.

NOW, THEREFORE, BE IT RESOLVED, that upon his resignation as the Manager of Operations the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Bryant Baehr for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

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

PASSED AND ADOPTED this 25th day of February 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL W. KEOGH
Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel