



**BOARD OF DIRECTORS REGULAR MEETING AGENDA  
SEPTEMBER 24, 2010 (Fourth Friday of Each Month)  
\*SANTA CRUZ CITY COUNCIL CHAMBERS\*  
\*809 CENTER STREET\*  
SANTA CRUZ, CALIFORNIA  
9:00 a.m. – 12:00 noon**

**THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM) OR AT  
METRO'S ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET,  
SANTA CRUZ, CA**

**NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER**

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

**CONSENT AGENDA**

- 5-1. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF ADAM THOMAS, # 10-0028; REJECT THE CLAIM OF BETH LAURANCE, #10-0029
- 5-2. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JULY 2010
- 5-3. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR JULY 2010
- 5-4. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2010
- 5-5. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR JULY 2010
- 5-6. ACCEPT AND FILE MAC AGENDA FOR SEPTEMBER 15, 2010, AND MINUTES OF JUNE 16, 2010 MEETING
- 5-7. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 13 AND 27, 2010

- 5-8. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2010 MEETING(S)
- 5-9. NOTICE OF ACTION TAKEN IN CLOSED SESSION REGARDING SETTLEMENT OF CLAIM OF JUANA RAYA, #10-0006
- 5-10. ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR SEPTEMBER 2010
- 5-11. ACCEPT AND FILE STATUS REPORT OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES THROUGH SEPTEMBER 15, 2010
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU, DBA JESSICA'S GROCERY STORE, FOR LEASING SPACE IN THE WATSONVILLE TRANSIT CENTER AND ON-SITE JANITORIAL, MAINTENANCE AND MANAGEMENT DUTIES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE FOR THE PROPERTY LOCATED AT 115 DUBOIS STREET TO BEGIN ON JANUARY 1, 2011 AND EXPIRE ON DECEMBER 31, 2013
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO SIGN A CONTRACT EXTENSION WITH MANAGED HEALTH NETWORK (MHN) FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)
- 5-15. CONSIDERATION OF A RESOLUTION REDUCING THE CHANGE FUND FOR METRO CENTER
- 5-16. CONSIDERATION OF A RESOLUTION ELIMINATING THE PETTY CASH FUND FOR THE FLEET MAINTENANCE DEPARTMENT
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALI GHARAHGOZLOO FOR THE CONTINUED OPERATION AND MANAGEMENT OF THE CHANGE MACHINE AT WATSONVILLE TRANSIT CENTER AND TO BEGIN OPERATING AND MANAGING THE ELECTRONIC FARE PAYMENTS THROUGH THE NEW AUTOMATED TICKET VENDING MACHINES WHICH WILL BE INSTALLED AT THE CENTER

#### **REGULAR AGENDA**

- 6. CONSIDERATION OF ORAL PRESENTATION OF INFORMATION REGARDING CALIFORNIA BALLOT PROPOSITION 22  
Presented By: Josh Shaw, California Transit Association
- 7. CONSIDERATION OF APPOINTMENT OF MARGARET LAXSON TO THE METRO ADVISORY COMMITTEE (NOMINATED BY DIRECTOR LEOPOLD)  
Presented By: Leslie R. White, General Manager

8. CONSIDERATION OF APPROVING A NEW REGULATION REGARDING SERVICE ANIMALS ON METRO'S FIXED ROUTE AND PARATRANSIT VEHICLES AND METRO'S FACILITIES  
Presented By: Margaret Gallagher, District Counsel
9. CONSIDERATION OF APPROVING THE REVISED DRUG AND ALCOHOL TESTING POLICY  
Presented By: Robyn Slater, Human Resources Manager
10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR HIGHWAY 17 CONSOLIDATED SERVICE  
Presented By: Angela Aitken, Finance Manager and Acting Assistant General Manager
11. ACCEPT AND FILE REPORT ON FY 2010 FEDERAL TRANSIT ADMINISTRATION TRIENNIAL REVIEW  
Presented By: Angela Aitken, Finance Manager and Acting Assistant General Manager
12. CONSIDERATION OF AMENDING THE GFI GENFARE CONTRACT TO REDUCE GFI'S LIABILITY IN EXCHANGE FOR A ONE-YEAR EXTENDED WARRANTY FOR THE FAREBOXES AND TICKET VENDING MACHINES  
Presented By: Ciro Aguirre, Operations Manager
13. CONSIDERATION OF REQUEST FROM TONI CASSISTA TO ALLOW HER TO RIDE IN A PASSENGER SEAT WHILE SIMULTANEOUSLY TRANSPORTING HER SCOOTER ON THE PARACRUZ SERVICE WITHOUT MANUFACTURER AND FEDERAL TRANSIT ADMINISTRATION APPROVED SECUREMENT  
Presented By: Leslie R. White, General Manager
14. **ORAL ANNOUNCEMENT:** THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, OCTOBER 8, 2010 AT 9:30 A.M. AT THE SANTA CRUZ METRO ADMINISTRATIVE OFFICES AT 110 VERNON STREET, IN SANTA CRUZ, CALIFORNIA  
Presented By: Chair Pirie
15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9)
  - a. Name of Case: Russell Thomas v. Santa Cruz Metropolitan Transit District  
(Before the Workers' Compensation Appeals Board)

- b. Name of Case: Claim of Lauren Bryan and California State Automobile Association (Subrogating for Lauren Bryan)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to Government Code Section 54956.8)

- a. Property: 425 Front Street, Santa Cruz, CA
- Negotiating parties: Leslie R. White, Tony Condotti  
Suzanne Varco for Greyhound/Transportation Realty  
Income Partners L.P., Owner of 425 Front Street
- Under Negotiation: Price and Terms of Payment

**SECTION III: RECONVENE TO OPEN SESSION**

17. REPORT OF CLOSED SESSION

**ADJOURN**

**NOTICE TO PUBLIC**

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

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

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with Santa Cruz METRO 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 Tony Tapiz at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting Santa Cruz METRO regarding special requirements to participate in the Board meeting. 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.

**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Thomas, Adam  
Date of Incident: 2/22/10

Received: 8/19/10 Claim #: 10-0028  
Occurrence Report No.: SC 02-10-18

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: 9-07-10

I, Tony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 24, 2010

By \_\_\_\_\_  
Tony Tapiz  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/ig  
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


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

Claim # 10-0028

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors  
110 Vernon Street  
Santa Cruz, CA 95060

1. Claimant's Name: Adam Thomas, father of Christopher Thomas

Claimant's Address/Post Office Box: 

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: \_\_\_\_\_

3. Occurrence: 2/22/2010 - bus crashed into house in Watsonville

Date: 2/22/2010 Time: 9:45pm Place: Clifford St. Watsonville, CA

Circumstances of occurrence or transaction giving rise to claim: \_\_\_\_\_

Driver of bus lost consciousness and bus collided with attached house. As a result of the impact my son Christopher Thomas was thrown and injured his arm which is

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: My son's arm was injured in the crash. Total loss is unknown at this time.

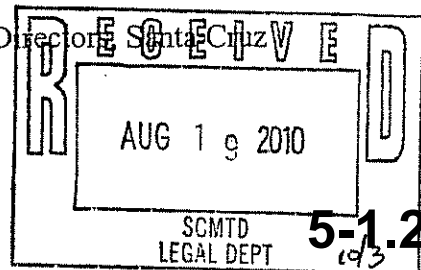
5. Name or names of public employees or employees causing injury, damage, or loss, if known: Unknown

6.	Amount claimed now .....	\$ <del>none</del> <u>\$300.07</u>
	Estimated amount of future loss, if known .....	\$ <u>unknown</u>
	TOTAL .....	\$ <u>\$300.07</u>

7. Basis of above computations: Cost for examinations as the result of injuries sustained as result of the accident.

Adam Thomas (father of injured party) 8/18/2010  
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant) DATE

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



**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Laurance, Beth  
Date of Incident: 03/05/10

Received: 8/30/10 Claim #: 10-0029  
Occurrence Report No.: SC 03-10-06

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: 9-03-10

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I, Tony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 24, 2010.

By \_\_\_\_\_

Tony Tapiz  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)



Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060

**CLAIM FOR DAMAGES**

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

Claim # 10-0029  
(To be completed by METRO staff)

Please Print or Type:

The name and post office address of the claimant:

Claimant's Legal First Name: Beth

Claimant's Legal Last Name: Laurance

Address to which notices are to be sent: [REDACTED]

Telephone (Home): (831) 422-4222

Telephone (Business/Cell): (831) [REDACTED]

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that the Santa Cruz Metropolitan Transit District report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist Centers for Medicare and Medicaid Services and other insurance plans to properly coordinate payment of benefits among plans so that (your) claims are paid promptly and correctly. We are asking you to answer the following questions so that we may comply with this law.

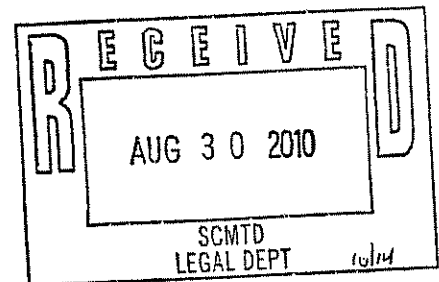
Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes  or No

IF YES, please provide the following information:

Medicare Claim Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_







Gender: M  or F

Claimant Name: Beth Laurance

### CLAIM FOR DAMAGES

The date, place and other circumstances of the occurrence or transaction that gave rise to the claim asserted:

Date of Incident/Accident: 3/5/2010

Time of Incident/Accident: 9:25 - 10:30  AM  PM

Location of Incident/Accident

Street/City: 1040 River St. / SR 9, 237 ft. S of Vernon St.

A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the at the time of presentation of the claim. Please state the known facts surrounding the loss and use additional paper if needed.

Claimant Beth Laurance was stopped in the northbound lane of SR-9 at the entrance of the Santa Cruz City Corporation Yard, waiting for southbound traffic to clear before entering the City Yard to get fuel. Without warning, her City Schools Isuzu truck was struck from behind by a Metro bus driven by [REDACTED]. The force of the impact pushed claimant's truck forward and to the left, causing her to strike the left side of a southbound vehicle. Claimant sustained injuries to her body including her right arm, right shoulder, right hip, and right hand. Claimant has sought treatment for her injuries.



Claimant Name: Beth Laurance

### CLAIM FOR DAMAGES

The name or names of the METRO employee or employees causing the injury, damage, or loss, if known:

[Redacted area]

If the claim totals less than \$10,000, the amount claimed as of the date of the presentation of the claim: \_\_\_\_\_

If the amount exceeds \$10,000, this claim would be:  Less than \$25,000 (Limited Civil Case)  More than \$25,000

Claimant: \_\_\_\_\_  
Signature/Print Name

Date: \_\_\_\_\_

Attorney or Representative:   
Signature/Print Name  
Christopher Landis

Date: 8/27/10

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT**

## I. RECOMMENDED ACTION

**This report is for information only - no action requested**

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C, D, E, F, G: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years. Graph G is a graphical display reporting use of sub-contracted taxi companies for each month.
- Attachment H: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

### **III. DISCUSSION**

In the first month in the new fiscal year, July 2010, ParaCruz rides dropped significantly by 212 rides from June 2010, and 313 rides from July, 2009. The drop is partially contributed to Cabrillo College not offering the 'VIVA' program, and a drop in attendance for the Summer session at Cabrillo Stroke Center.

### **IV. FINANCIAL CONSIDERATIONS**

NONE

### **V. ATTACHMENTS**

- Attachment A:** ParaCruz On-time Performance Charts
- Attachment B:** Comparative Operating Statistics Tables
- Attachment C:** Number of Rides Comparison Chart
- Attachment D:** Shared vs. Total Rides Chart
- Attachment E:** Mileage Comparison Chart
- Attachment F:** Year To Date Mileage Chart
- Attachment G1:** Daily Drivers vs. Subcontractor Rides Charts for July 2010
- Attachment H:** Eligibility Chart

# Attachment A

Board of Directors  
Board Meeting September 24, 2010

<b>ParaCruz On-time Performance Report</b>		
	<b>July 2009</b>	<b>July 2010</b>
Total pick ups	7918	7605
<b>Percent in “ready window”</b>	<b>95.29%</b>	<b>96.09%</b>
1 to 5 minutes late	1.79%	1.70%
6 to 10 minutes late	1.55%	1.05%
11 to 15 minutes late	.61%	.34%
16 to 20 minutes late	.35%	.43%
21 to 25 minutes late	.16%	.13%
26 to 30 minutes late	.13%	.08%
31 to 35 minutes late	.04%	.04%
36 to 40 minutes late	.04%	.05%
41 or more minutes late (excessively late/missed trips)	.00%	.08%
Total beyond “ready window”	<b>4.71%</b>	<b>3.91%</b>

During the month of July 2010, ParaCruz received nine (9) Customer Service Reports. Four (4) of the reports were valid complaints. One (1) of the complaints was not valid. Four (4) of the reports were compliments.

# Attachment B

Board of Directors  
Board Meeting September 24, 2010

## Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through July 2010.

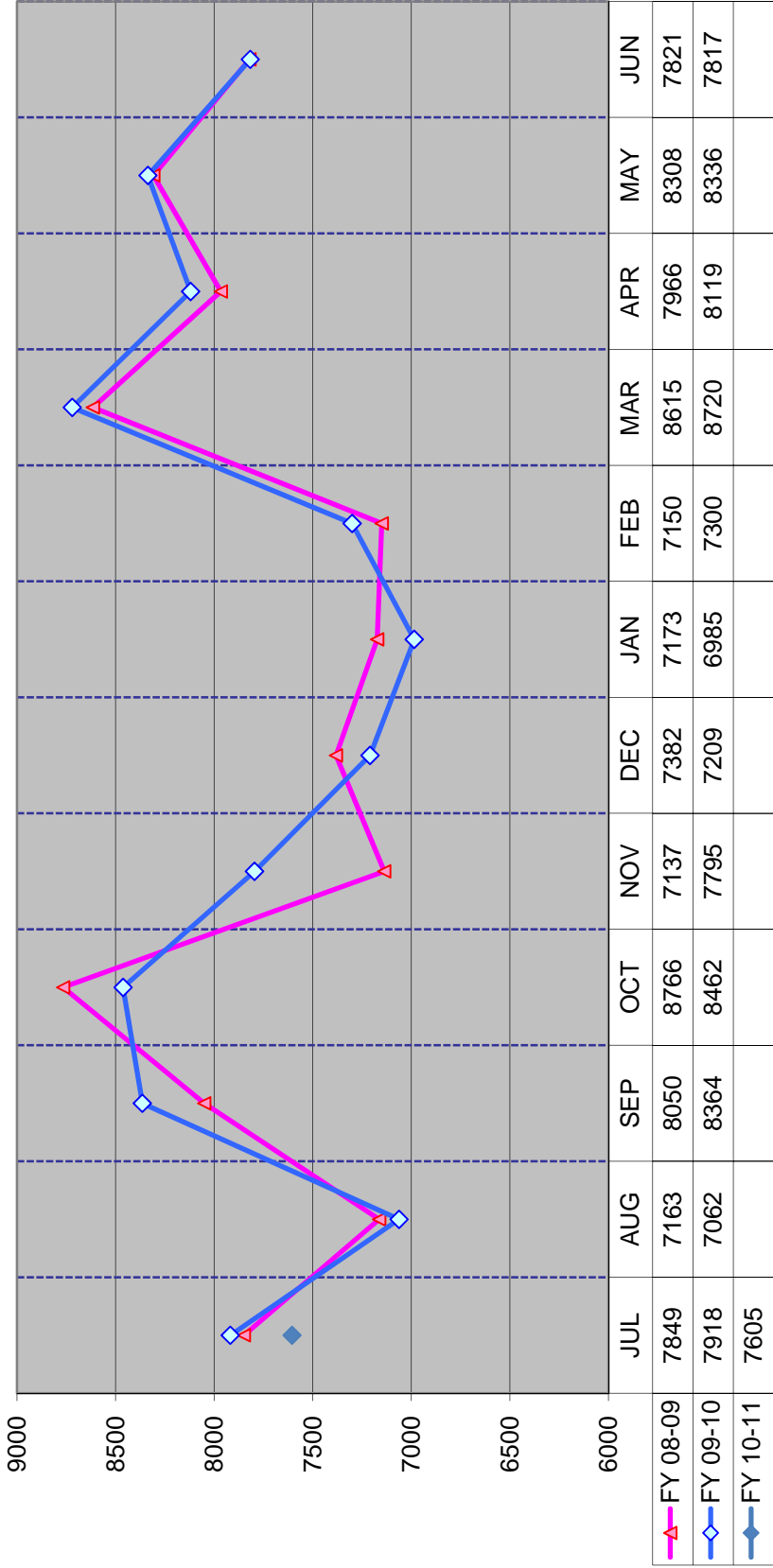
	<b>Jul 09</b>	<b>Jul 10</b>	<b>Fiscal 09-10</b>	<b>Fiscal 10-11</b>	<b>Performance Averages</b>	<b>Performance Goals</b>
Requested	8361	7820	8361	7820	8436	
Performed	7918	7605	918	7605	7815	
Cancels	17.95%	16.19%	17.95%	16.19%	18.42%	
No Shows	2.38%	2.69%	2.38%	2.69%	3.14%	Less than 3%
Total miles	51007	50,168	51007	50,168	50,257	
Av trip miles	5.24	5.19	5.24	5.19	5.15	
Within ready window	95.29%	96.09%	95.29%	96.09%	95.43%	92.00% or better
Excessively late/missed trips	0	6*	0	6	2.5	Zero (0)
Call center volume	N/A	5547	N/A	5547	N/A	
Call average seconds to answer	N/A	40 secs	N/A	40 secs	N/A	Less than 2 minutes
Hold times less than 2 minutes	N/A	94.75%	N/A	94.75%	N/A	Greater than 90%
Distinct riders	818	789	818	789	810	
Most frequent rider	52 rides	53 rides	52 rides	53 rides	51 rides	
Shared rides	60.4%	64.9%	60.4%	64.9%	63.34%	Greater than 60%
Passengers per rev hour	2.01	2.19	2.01	2.19	2.19	Greater than 1.6 passengers/hour
Rides by supplemental providers	7.62%	9.2%	7.62%	9.2%	12.62%	No more than 25%
Vendor cost per ride	\$24.11	\$21.36	\$24.11	\$21.36	\$23.44	
ParaCruz driver cost per ride (estimated)	\$23.23	\$26.69	\$23.23	\$26.69	\$24.34	
Rides < 10 miles	70.01%	69.11%	70.01%	69.11%	69.71%	
Rides > 10	29.99%	30.89%	29.99%	30.89%	30.29%	

- Three missed trips occurred on July 4<sup>th</sup>, for a triple pick-up at the Boardwalk in a very crowded environment.

**5-2.b1**

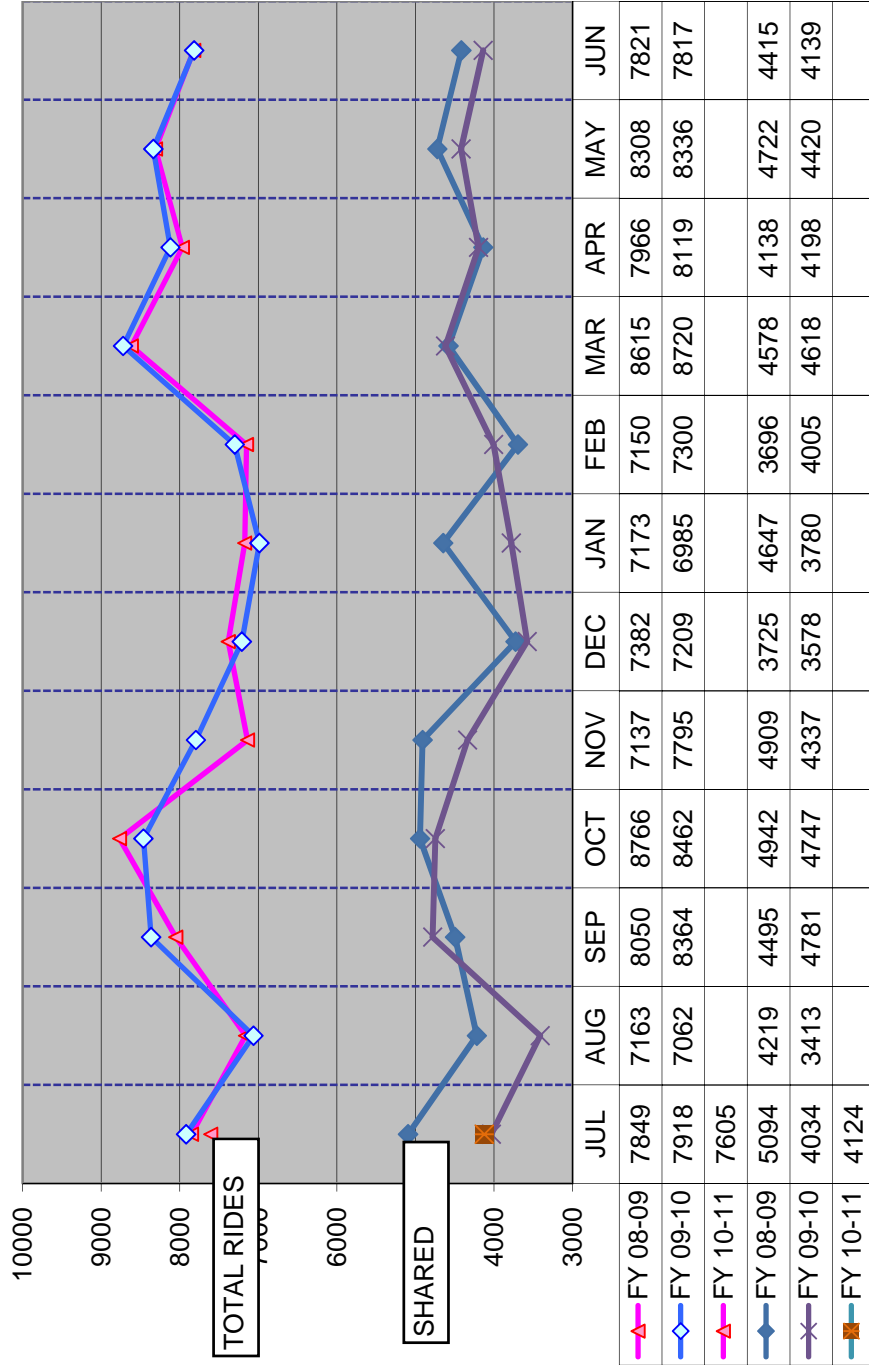
# Attachment C

NUMBER OF RIDES COMPARISON CHART



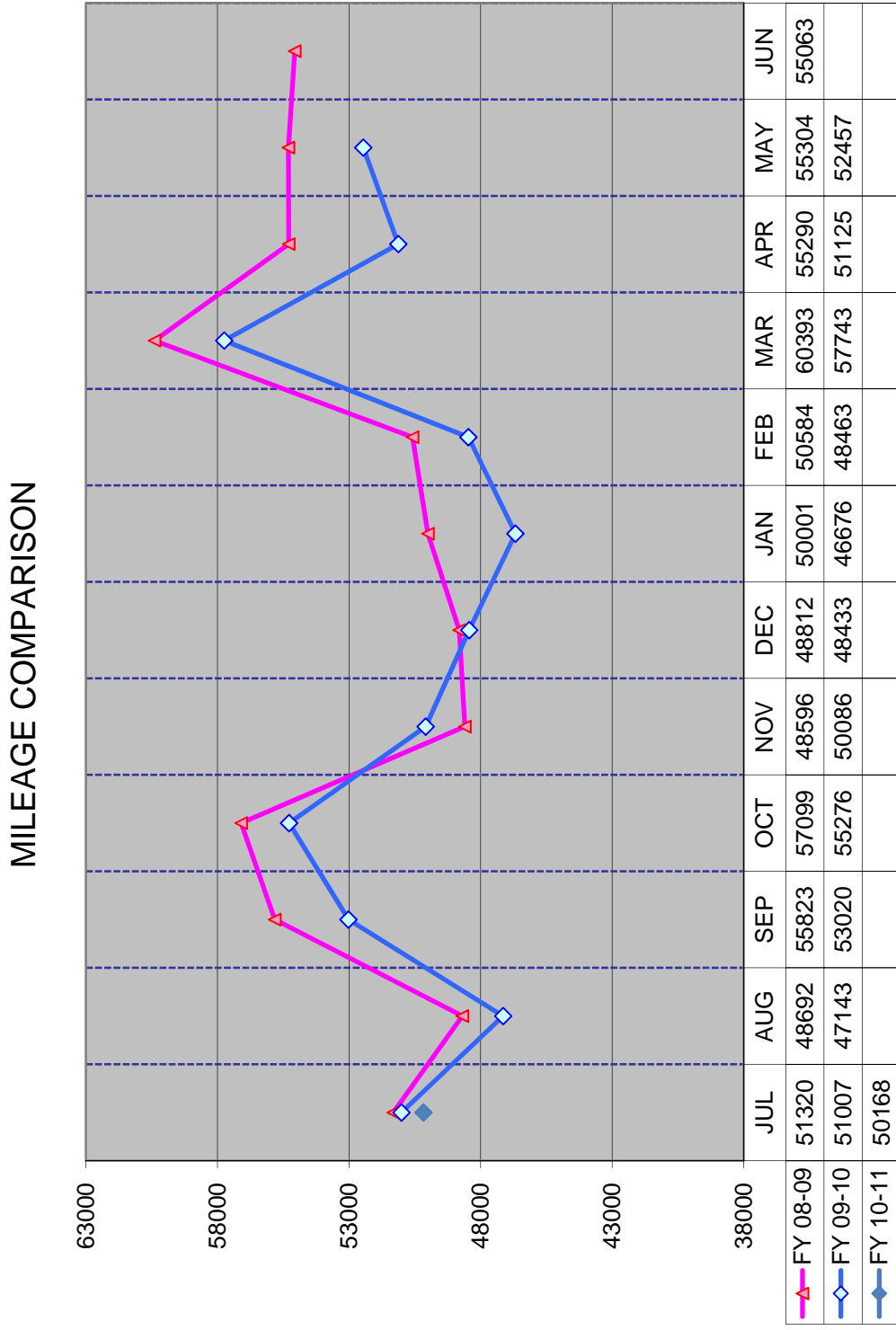
# Attachment D

TOTAL RIDES vs. SHARED RIDES



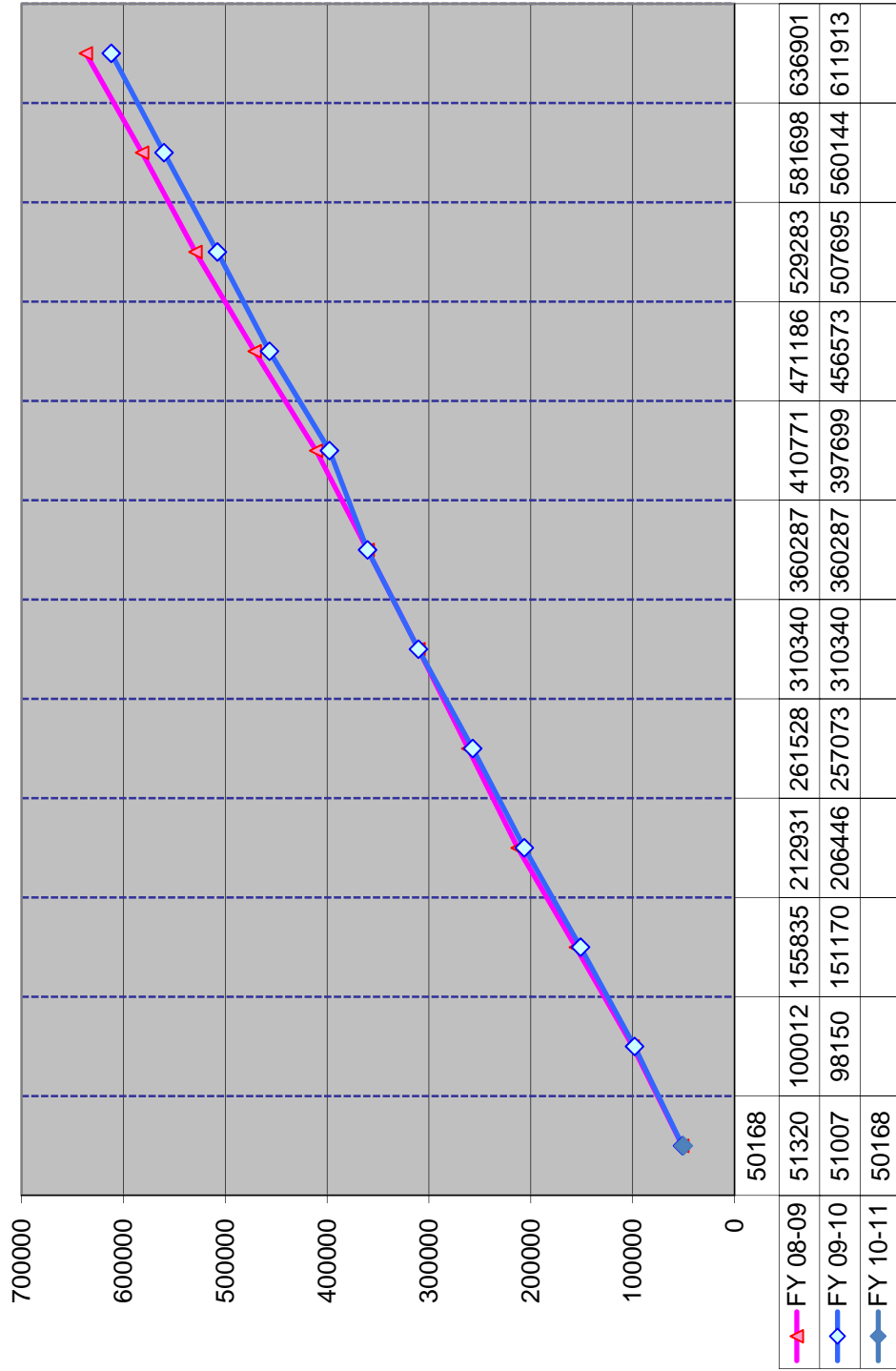


# Attachment E



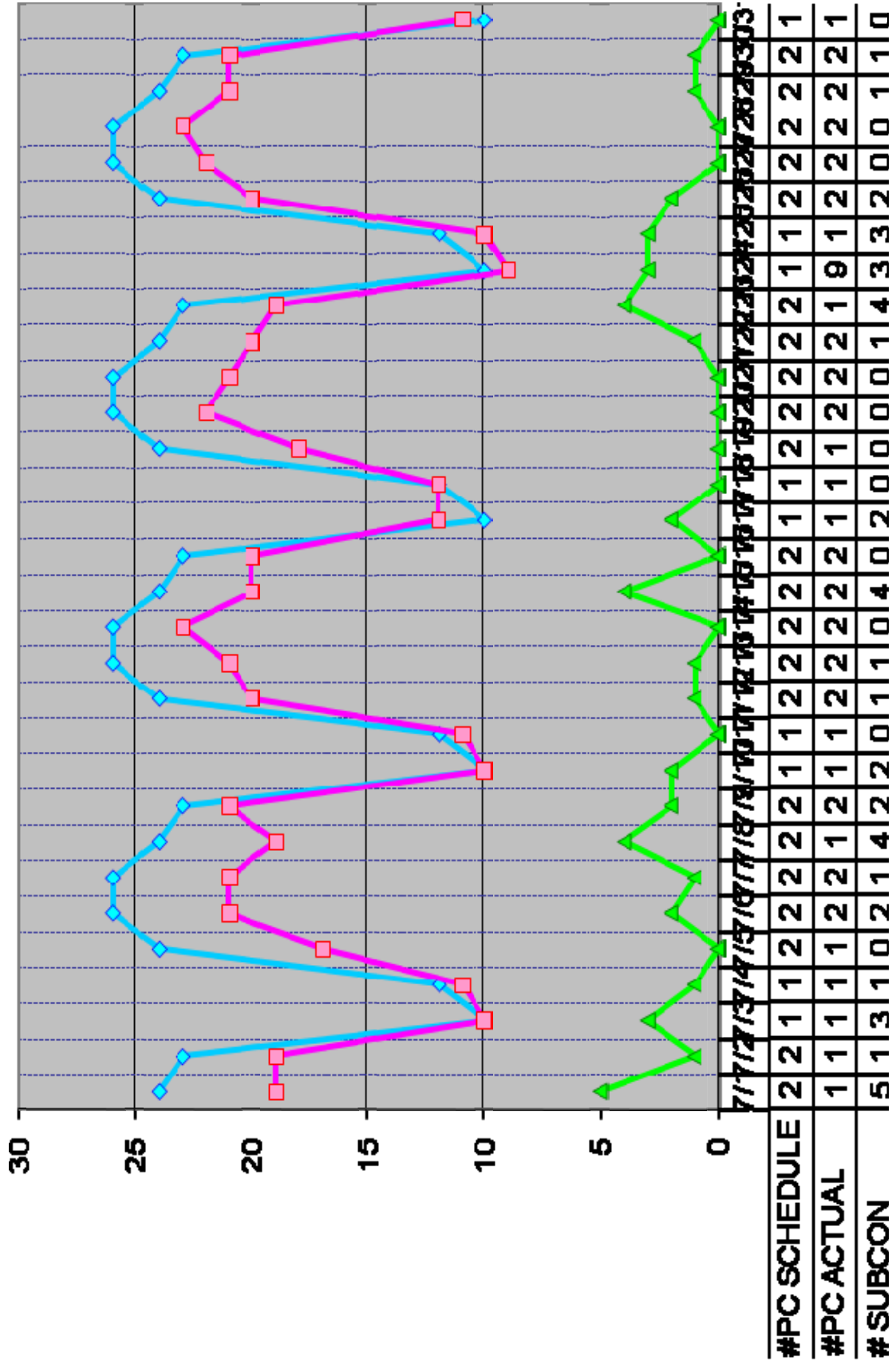
# Attachment F

YEAR TO DATE MILEAGE COMPARISON CHART



# Attachment G

DRIVERS vs. SUBCONTRACTOR RIDES



# Attachment H

Board of Directors  
Board Meeting September 24, 2010

<b>MONTHLY ASSESSMENTS</b>						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
JULY 2009	36	5	5	1	0	47
AUGUST 2009	28	4	5	3	1	41
SEPTEMBER 2009	33	2	4	4	0	43
OCTOBER 2009	28	8	8	5	0	49
NOVEMBER 2009	32	6	1	4	0	43
DECEMBER 2009	30	3	2	2	0	37
JANUARY 2010	35	1	6	4	0	46
FEBRUARY 2010	42	1	4	1	0	48
MARCH 2010	48	3	3	2	0	56
APRIL 2010	29	2	7	5	0	43
MAY 2010	44	6	3	3	0	56
JUNE 2010	49	9	3	0	0	49
JULY 2010	33	4	7	1	0	45

<b>NUMBER OF ELIGIBLE RIDERS</b>	
<b>YEAR</b>	<b>ACTIVE</b>
2005	<b>5336</b>
2006	<b>5315</b>
2007	<b>4820</b>
2008	<b>4895</b>
2009	<b>5291</b>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR JULY 2010**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of July 2010 was 327,283, which is a decrease of 8,254 riders or -2.5% versus July 2009.
- Routes in July 2010 with notable increases in comparison to July 2009 are: Route 3- Natural Bridges, Route 10-University via High St., and Route 16- University via Laurel East, and
- Routes in July 2010 with notable decreases in comparison to July 2009 are: Route 56- Capitola/La Selva , Route 4-Harvey West/Emeline, and Route 42-Davenport/Bonny Doon.
- There were 12.0 hours of dropped service amounting to 207.15 miles of dropped service in July 2010.
- Nine (9) buses reported issues with lifts while in service.

## III. DISCUSSION

In the twenty-two (22) weekdays, and eight (8) weekend days of July 2010, Santa Cruz METRO's total ridership was 327,283 riders. This was a loss from the previous year, decreasing by 8,254 riders or -2.5%. Stable fuel prices, along with unemployment in Santa Cruz County at nearly 13.5% (last updated June 15, 2010) in July 2010, has decrease the demand for public transportation which most likely explains the drop in overall ridership. Currently, FY11 YTD ridership is also 327,283 since July is the start of the fiscal year.

Routes 3, 10, and 16 all show significant growth from the previous July, gaining at least 4.7% ridership increase from July 2009. Two of these routes (Routes 10 and 16) serve a common purpose as service to the University of California, Santa Cruz (UCSC). Strong ridership on these routes could indicate that summer session enrollment has increased resulting in demand for transit service to UCSC. Enjoyable weather could have contributed to the increase of Route 3 ridership. This route serves Natrual Bridges State Beach as well as Lower Bay and Mission, all popular destinations for shopping and outdoor activities.

Routes 56, 4, and 42 have seen significant recessions and have contributed to poor ridership. Each of these under performing routes has their unique issues. Route 56-Capitola/La Selva, a mid-county route from the Capitola Mall to La Selva Beach and back, has low ridership mostly from Cabrillo Classes ending in late May. Route 4-Harvey West/ Emeline has also lost ridership due to lack of social services that the Route 4 serves. Finally, Route 42-Davenport/Bonny Doon has under performing ridership from long cycle times and no school days in July

There were 12.00 dropped service hours amounting to 207.15 miles of dropped service mostly due to lack of available bus operators and mechanical issues. During service, nine (9) buses reported issues with the passenger lifts.

#### **IV. FINANCIAL CONSIDERATIONS.**

Revenue derived from passenger fares and passes are reflected in the FY11 Revenue.

#### **V. ATTACHMENTS**

- Attachment A: July 2010 Ridership Report**
- Attachment B: July 2009 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY11**
- Attachment F: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Jr. Transportation Planner.  
Date Prepared: September 14, 2010

# Attachment A

Santa Cruz METRO  
July 2010 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/Free Fare	Pacific Shores	Total Ridership	Passengers Per Hour	Passengers Per Mile	Wheelchair	Bike
10	5,358.68	448.75	10,651	2,816	32	1,761	105	63	49	8	2,431	13	17,929	3.35	39.95	28	1,036
13																	
15																	
16	10,352.26	829.17	19,380	4,340	66	4,357	135	272	52	38	4,065	16	32,721	3.16	39.46	17	1,566
19	4,116.46	312.70	5,786	1,396	46	1,261	61	92	21	13	1,606	11	10,293	2.50	32.92	14	436
3	2,499.64	181.13	251	130	47	837	64	180	17	16	1,954	125	3,621	1.45	19.99	35	150
4	1,556.61	161.33	39	32	54	420	625	141	11	23	3,091	8	4,444	2.85	27.55	18	61
7	1,146.21	102.67	113	9	11	125	89	87	2	20	1,306	10	1,772	1.55	17.26	20	4
9	477.00	25.30	4	6	0	32	1	2	3	1	126	0	175	0.37	6.92	0	4
12A																	
20	5,970.79	398.03	4,950	1,097	111	1,465	102	133	16	13	2,259	165	10,311	1.73	25.91	11	469
27x																	
31	2,344.80	121.73	29	10	13	368	29	20	10	1	657	0	1,137	0.48	9.34	10	114
32	786.32	46.57	5	4	3	112	4	3	1	1	130	0	263	0.33	5.65	0	37
33																	
34																	
35	21,847.76	1,227.57	372	228	377	13,571	880	1,614	277	214	19,671	18	37,222	1.70	30.32	77	2,651
40	2,541.72	103.22	14	3	3	299	13	51	22	16	300	7	728	0.29	7.05	0	44
41	3,202.34	133.00	210	104	13	502	12	32	5	9	408	0	1,295	0.40	9.74	1	198
42	3,502.27	129.92	75	24	1	520	23	85	5	7	618	4	1,362	0.39	10.48	2	163
53	1,224.96	86.53	0	8	21	164	8	34	10	6	465	2	718	0.59	8.30	33	15
54	2,071.81	121.33	2	0	26	233	21	37	7	4	390	0	720	0.35	5.93	1	56
55	2,966.92	201.67	11	10	248	568	48	134	10	18	1,452	0	2,499	0.84	12.39	24	50
56	2,316.38	102.30	4	4	53	307	5	34	8	6	347	0	768	0.33	7.51	12	66
66	6,765.71	583.66	502	239	205	4,751	445	665	87	46	8,464	21	15,425	2.28	26.43	263	586
68	5,159.76	425.79	369	149	152	2,888	264	299	74	37	5,727	8	9,967	1.93	23.41	153	295
68N	1,908.05	137.42	101	29	32	944	38	46	0	0	1,232	1	2,423	1.27	17.63	20	149
69	330.42	3,654.99	348	213	84	2,837	290	321	58	40	4,701	16	8,908	26.96	2.44	84	410
69A	15,069.66	810.88	442	235	208	10,523	1,137	1,224	124	118	10,685	29	24,725	1.64	30.49	290	1,185
69N	1,825.89	146.65	87	25	33	897	52	49	1	0	1,092	3	2,239	1.23	15.27	18	121
69W	14,673.12	818.60	673	303	930	9,345	766	939	99	69	10,429	30	23,583	1.61	28.81	233	972
70																	
71	50,852.94	2,911.90	1,019	650	3,147	28,597	2,599	3,795	356	292	29,985	81	70,521	1.39	24.22	369	3,944
72	5,786.09	279.77	8	9	79	2,045	138	434	37	48	1,649	0	4,447	0.77	15.90	28	105
74	3,538.68	207.17	14	22	62	1,158	98	286	8	17	783	0	2,448	0.69	11.82	19	23
75	6,818.76	410.75	38	32	118	3,742	201	814	52	62	2,983	74	8,042	1.18	19.58	74	251
76	1,892.23	99.75	6	3	6	442	20	76	6	6	439	0	1,004	0.53	10.07	6	22
79	1,726.19	100.83	6	5	11	551	75	180	25	48	680	0	1,581	0.92	15.68	92	23
88																	
91x	6,121.72	263.28	182	59	527	1,636	334	112	48	20	1,535	5	4,458	0.73	16.93	9	373
UC Supp.																	
Night Owl																	
TOTAL	196,762.15	15,564.36	45,691	12,194	6,719	97,288	8,682	12,254	1,501	1,217	121,660	573	307,749	1.56	19.75	1,961	15,579
ROUTE			VITA/SC Day Pass	ECO Pass	Full Fare	S/D Riders	Tickets	S/D Riders	Day Pass	Free Rides	Passes/Free Fare	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike	
17	50,407.46	1,617.98	63	63	190	3,034	1,297	1,469	24	13,394	17	19,534	0.39	12.07	73	1,827	

July Ridership **327,283**

# Attachment B

Santa Cruz METRO  
July 2009 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/Free Pass	Fare	Pacific Shores	Total Ridership	Passengers Per Hour	Passengers Per Mile	Wheelchair	Blke
10	5,358.68	448.75	9,294	2,110	61	1,728	137	100	23	5	2,336	11	15,805	2.95	35.22	26	1,065	
13																		
15																		
16	10,352.26	829.17	17,339	4,113	146	4,382	161	229	51	13	4,501	11	30,946	2.99	37.32	24	1,683	
19	4,116.46	312.70	5,601	1,163	38	1,220	81	89	11	13	1,793	8	10,017	2.43	32.03	11	643	
3	2,499.64	181.13	237	139	46	766	93	183	18	29	1,531	89	3,131	1.25	17.29	14	115	
4	1,556.61	161.33	77	26	62	434	1,010	229	8	34	4,158	9	6,047	3.88	37.48	70	97	
7	1,146.21	102.67	26	17	152	99	130	10	25	1,761	2,246	0	2,246	1.96	21.88	10	13	
9	477.00	25.30	7	4	0	54	2	5	1	0	174	1	248	0.52	9.80	0	4	
12A																		
20	5,970.79	398.03	5,300	1,029	109	1,437	84	209	24	1	2,028	189	10,410	1.74	26.15	31	654	
27x																		
31	2,344.80	121.73	48	45	16	362	22	19	7	1	579	1	1,100	0.47	9.04	21	72	
32	786.32	46.57	4	3	7	109	4	0	4	1	110	0	242	0.31	5.20	0	12	
33																		
34																		
35	21,847.76	1,227.57	553	367	528	14,022	1,170	1,312	261	130	19,243	2	37,588	1.72	30.62	60	2,307	
40	2,541.72	103.22	7	5	4	486	16	46	7	10	405	3	989	0.39	9.58	0	92	
41	3,202.34	133.00	68	91	27	701	19	43	8	4	431	10	1,402	0.44	10.54	2	215	
42	3,502.27	129.92	82	23	6	742	14	45	5	1	520	8	1,446	0.41	11.13	7	205	
53	1,224.96	86.53	5	6	7	194	17	61	6	9	438	0	743	0.61	8.59	36	13	
54	2,071.81	121.33	10	4	28	267	13	42	4	5	524	0	897	0.43	7.39	12	37	
55	2,966.92	201.67	34	3	329	643	65	148	24	33	1,880	0	3,159	1.06	15.66	71	133	
56	2,316.38	102.30	2	0	170	269	24	24	10	1	555	0	1,055	0.46	10.31	19	40	
66	6,765.71	583.66	560	171	201	5,489	457	635	76	78	7,644	12	15,323	2.26	26.25	220	511	
68	5,159.76	425.79	426	202	172	2,891	284	399	58	43	5,578	13	10,066	1.95	23.64	88	312	
68N	1,908.05	137.42	96	28	35	966	52	79	3	0	897	0	2,156	1.13	15.69	20	149	
69	330.42	3,654.99	329	239	165	2,845	254	345	41	40	4,626	9	8,893	26.91	2.43	102	432	
69A	15,069.66	810.88	417	322	374	9,924	1,189	1,294	123	110	10,526	12	24,291	1.61	29.96	262	1,028	
69N	1,825.89	146.65	129	41	128	890	49	72	1	1	1,202	1	2,514	1.38	17.14	19	127	
69W	14,673.12	818.60	381	360	1,504	9,065	810	963	126	84	10,829	17	24,139	1.65	29.49	182	1,119	
70																		
71	50,852.94	2,911.90	1,001	778	4,886	29,464	2,456	3,845	384	266	31,305	53	74,438	1.46	25.56	456	3,948	
72	5,786.09	279.77	2	11	298	2,155	115	465	46	41	1,505	0	4,638	0.80	16.58	23	152	
74	3,538.68	207.17	2	16	102	1,136	95	303	10	13	704	0	2,381	0.67	11.49	13	11	
75	6,818.76	410.75	22	39	180	4,679	241	782	103	80	2,547	0	8,673	1.27	21.12	51	187	
76	1,892.23	99.75	2	8	8	322	15	69	1	13	317	0	755	0.40	7.57	2	32	
79	1,726.19	100.83	3	3	98	584	82	180	20	40	847	0	1,857	1.08	18.42	86	14	
88																		
91x	6,121.72	263.28	57	126	608	1,365	338	82	73	19	1,706	2	4,376	0.71	16.62	8	285	
UC Supp.																		
Night Owl																		
TOTAL	196,762.15	15,584.36	42,121	11,507	10,360	99,743	9,468	12,427	1,547	1,143	123,200	461	311,971	1.59	20.02	1,946	15,707	
ROUTE			VTA/SC Day Pass	CalTrain	ECO Pass	Full Fare	Tickets	S/D Riders	Day Pass	Passes/Free Rides			RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Blke	
17	50,407.46	1,617.98	76	96	280	9,418	1,268	1,719	167	10,542			23,566	0.47	14.57	73	1,827	

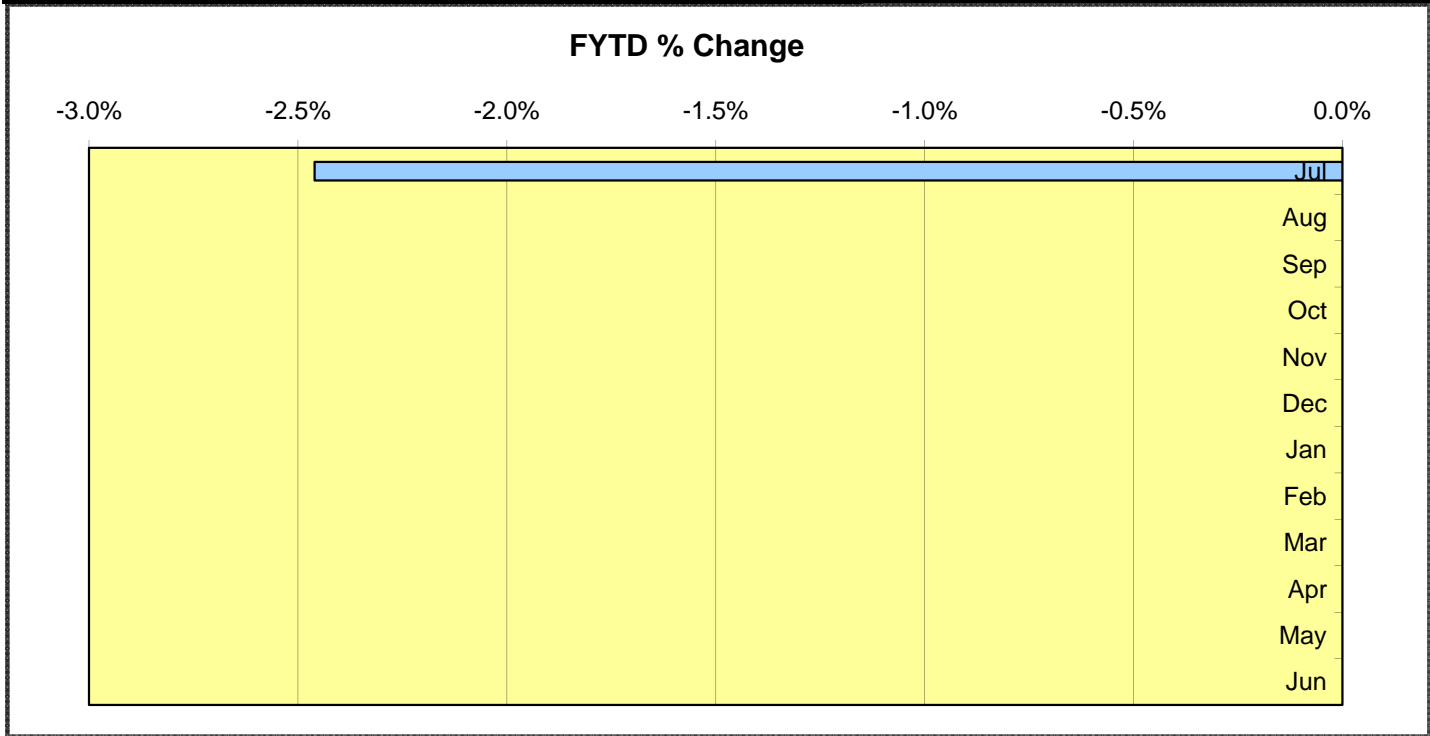
July Ridership **335,537**



# Attachment C

FYTD % Change in Ridership  
Through July 2010

	FY11 YTD Ridership	FY10 YTD Ridership	Difference	% Change
Jul	327,283	335,537	-8,254	-2.5%
Aug				
Sep				
Oct				
Nov				
Dec				
Jan				
Feb				
Mar				
Apr				
May				
Jun				



# Attachment D

## Route by Route Ridership

July 2010						
	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	76	Corralitos/Buena Vista	1,004	755	249	33.0%
2	3	Natural Bridges	3,621	3,131	490	15.6%
3	10	University via High St.	17,929	15,805	2,124	13.4%
4	68N	Beach/Broadway/Portola Night	2,423	2,156	267	12.4%
5	32	Santa Cruz/Scotts Valley	263	242	21	8.7%
6	16	University via Laurel East	32,721	30,946	1,775	5.7%
7	31	Santa Cruz/Scotts Valley	1,137	1,100	37	3.4%
8	74	Ohlone Parkway/Rolling Hills	2,448	2,381	67	2.8%
9	19	University via Lower Bay	10,293	10,017	276	2.8%
10	91	Santa Cruz-Watsonville Express	4,458	4,376	82	1.9%
11	69A	Santa Cruz/Capitola/ Watsonville	24,725	24,291	434	1.8%
12	66	Live Oak via 17th Avenue	15,425	15,323	102	0.7%
13	69	Santa Cruz/Capitola	8,908	8,893	15	0.2%
14	20	University via Westside	10,311	10,410	-99	-1.0%
15	35	San Lorenzo Valley	37,222	37,588	-366	-1.0%
16	68	Live Oak via Broadway/Portola	9,967	10,066	-99	-1.0%
17	69W	Santa Cruz/Capitola/Cabrillo Watsonville	23,583	24,139	-556	-2.3%
18	53	Capitola/Dominican	718	743	-25	-3.4%
19	72	Corralitos	4,447	4,638	-191	-4.1%
20	71	Watsonville/Santa Cruz	70,521	74,438	-3,917	-5.3%
21	42	Davenport/Bonny Doon	1,362	1,446	-84	-5.8%
22	75	Green Valley	8,042	8,673	-631	-7.3%
23	41	Bonny Doon	1,295	1,402	-107	-7.6%
24	69N	Santa Cruz/Capitola Cabrillo Night	2,239	2,514	-275	-10.9%
25	79	East Lake	1,581	1,857	-276	-14.9%
26	17	Santa Cruz/San Jose	19,534	23,566	-4,032	-17.1%
27	54	Capitola/Aptos/La Selva	720	897	-177	-19.7%
28	55	Capitola/Rio Del Mar	2,499	3,159	-660	-20.9%
29	7	Beach St	1,772	2,246	-474	-21.1%
30	40	Davenport	728	989	-261	-26.4%
31	4	Harvey West/Emeline	4,444	6,047	-1,603	-26.5%
32	56	Capitola/La Selva	768	1,055	-287	-27.2%
33	9	Prospect Heights	175	248	-73	-29.4%
34	12	University/Eastside Direct	0	0	0	N/A
35	13	University via Walnut	0	0	0	N/A
36	15	University via Laurel West	0	0	0	N/A
37	33	Lompico	0	0	0	N/A
38	34	South Felton	0	0	0	N/A
39	70	Santa Cruz/Cabrillo	0	0	0	N/A
40	88	Armory	0	0	0	N/A
41	27x	University Express	0	0	0	N/A
42	N/O	Night Owl	0	0	0	N/A
43	Sup	Route 20 Supplemental	0	0	0	N/A
<b>TOTALS</b>			<b>327,283</b>	<b>335,537</b>	<b>-8,254</b>	<b>-2.5%</b>

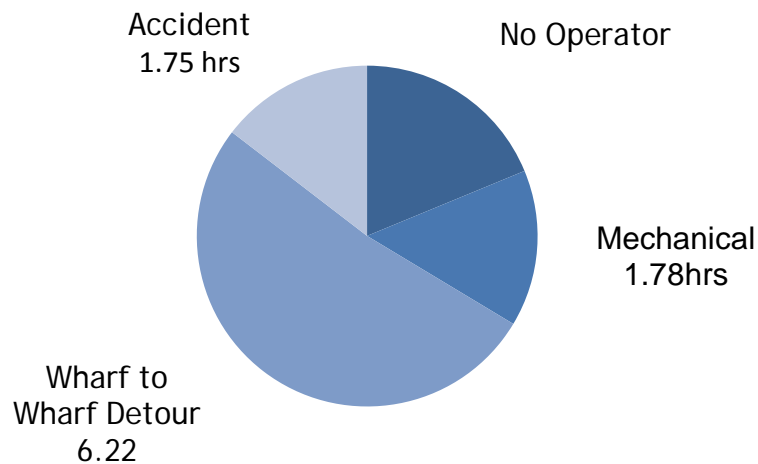
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# Attachment E

## Dropped Service for FY11

	FY10		FY11		FY12		FY13	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	10.35	208.64	12.00	207.15				
August	32.77	894.57						
September	17.30	240.17						
October	13.02	234.98						
November	14.75	180.63						
December	9.40	220.62						
January	11.10	196.58						
February	2.97	37.97						
March	50.77	569.32						
April	26.68	404.73						
May	32.08	427.68						
June	35.13	456.28						
<b>TOTAL</b>	<b>256.32</b>	<b>4,072.17</b>	<b>12.00</b>	<b>207.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Dropped Service Breakdown for July 2010



# Attachment F

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### PASSENGER LIFT PROBLEMS

MONTH OF JULY 2010

BUS #	DATE	DAY	REASON
9805 LFF 35	7-2	Wednesday	Kneel switch does not work.
2601 C 40 LF 06	7-3	Thursday	W/C request button not working.
9803 LFF 35	7-5	Monday	Kneeling keeps going down not stopping.
9827 LFF 40	7-9	Friday	Ramp won't deploy on it's own, it does come out on it's own.
2206 CNG LFF 40	7-10	Saturday	Intermittant ramp deployment failure.
9827 LFF 40	7-10	Saturday	Ramp does not stow.
2301 17 ORI 40	7-12	Monday	Very slow rising from kneeling position.
9827 LFF 40	7-13	Tuesday	Ramp won't lift/stow.
2303 17 ORI 40	7-22	Thursday	Lift ramp disengaged without warning and bus came to sudden stop on HWY 1.
2303 17 ORI 40	7-22	Thursday	Lift slips out on it's own while bus is moving.
9803 LFF 35	7-29	Thursday	Ramp doesn't lay flush when stowed.
9828 LFF 40	7-29	Thursday	Sometimes kneels all the way down without stopping.

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.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager

**SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR JULY 2010**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of July 2010 was 19,549, which is a decrease of 4,017 riders or -17.0% from July 2009.
- FY11 average ridership per weekday was 695. This is a 17.5% decrease from FY10.
- FY11 riders per revenue hour were 12.34 riders per hour, which is a 15.3% decrease from FY10.
- July 2010 Highway 17 Express operating costs were \$154,210.95 with July 2010 fare revenue at \$75,074.65 and additional funds from AMTRAK at \$10,354.58 resulting in a 55.4% cost recovery ratio.

## III. DISCUSSION

In the twenty-two (22) weekdays, and eight (8) weekend days of July 2010, the Highway 17 Express total ridership was 19,549 riders. This was a loss from the previous year, decreasing by 4,017 riders or simply -17.0%. This loss is due to an expected drop in ridership after a nearly 25% increase in Highway 17 Express fares which began July 10, 2010.

FY10 average weekday ridership on the Highway 17 Express was 695 riders per weekday, a 17.5% decrease from 842 riders per weekday in FY09. Simultaneously Highway 17 Express has seen a 15.3% decrease in riders per revenue hour from 14.56 riders per revenue hour to 12.34 riders per revenue hour. These decreases in ridership are most likely due to stable gasoline prices as well as continually high unemployment rates in both Santa Clara and Santa Cruz counties.

The operating cost of the Highway 17 Express for July 2010 was \$154,210.95. A respectable 55.4% of the operating costs were recovered from fare revenue of \$75,074.65 and additional funds from AMTRAK of \$10,354.58 totaling to \$85,429.23 in July 2010. Please see attachments regarding these figures.

## IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY11 Revenue.

**V. ATTACHMENTS**

**Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2011**

**Attachment B: Highway 17 Express Revenue & Expenditure Summary Fiscal Year 2011**

**Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2010**

Prepared by: Erich Friedrich, Jr. Transportation Planner.  
Date Prepared: September 14, 2010

## HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY FISCAL YEAR 2011

MONTHLY	Jul-2010	Aug-2010	Sep-2010	Oct-2010	Nov-2010	Dec-2010	Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011
<b>Total Ridership</b>	19,549											
Avg. Weekday Ridership	695											
Avg. Saturday Ridership	473											
Avg. Sunday Ridership	477											
<b>Total Service Days</b>	31											
Number of Weekdays	22											
Number of Saturdays	5											
Numbers of Sundays	4											
<b>Revenue Hours</b>	1,584											

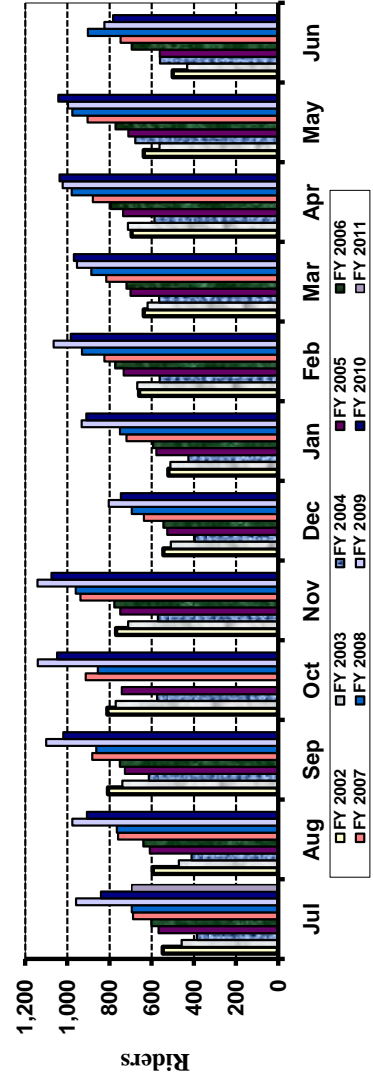
  

QUARTERLY	Q1			Q2			Q3			Q4		
<b>Total Ridership</b>												
Avg. Weekday Ridership												
Avg. Saturday Ridership												
Avg. Sunday Ridership												
<b>Revenue Hours</b>												

FYTD	Jul-2010	Aug-2010	Sep-2010	Oct-2010	Nov-2010	Dec-2010	Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011
<b>Total Ridership</b>	19,549											
Avg. Weekday Ridership	695											
Avg. Saturday Ridership	473											
Avg. Sunday Ridership	477											
<b>Revenue Hours</b>	1,584											

### HIGHWAY 17 EXPRESS Average Weekday Ridership History



### FYTD COMPARISON 2011 vs. 2010

FY 2011	FY 2010		Percent Change
Jul 10 to Jul '10	Jul 09 to Jul '09	Jul '09	Change
# of Weekdays	22	23	-4.3%
Total Ridership	19,549	23,566	-17.0%
Avg. Wkday Ridership	695	842	-17.5%
Avg Sat Ridership	473	533	-11.3%
Avg Sun Ridership	477	519	-8.2%
Revenue Hours	1,584	1,618	-2.1%
Riders Per Rev. Hour	12.34	14.56	-15.3%

# Attachment B

## HIGHWAY 17 EXPRESS REVENUE & EXPENDITURE SUMMARY FISCAL YEAR 2011

PERIOD	TOTAL COST *	REVENUE										RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE										TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	ADDITIONAL FUNDS	AMTRAK Funded	SJSU** Funded	TOTAL REVENUE	Ridership										
Jul '10	\$154,210.95	\$46,217.65	\$17,737.00	\$10,170.00	\$950.00	\$75,074.65	\$10,354.58		\$85,429.23	19,549	\$3.84	\$7.89	55.4%	\$45,510.86	\$11,120.00	\$34,390.86	\$68,781.72	\$3.52			
<b>FYTD 2011</b>	\$154,210.95	\$46,217.65	\$17,737.00	\$10,170.00	\$950.00	\$75,074.65	\$10,354.58		\$85,429.23	19,549	\$3.84	\$7.89	55.4%	\$45,510.86	\$11,120.00	\$34,390.86	\$68,781.72	\$3.52			
<b>FYTD 2010</b>	\$155,343.40	\$54,382.61	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11	\$10,361.00		\$90,036.11	23,666	\$3.38	\$6.59	58.0%	\$43,583.65	\$10,930.00	\$32,653.65	\$65,307.29	\$2.77			
<b>Percent Change</b>	-0.7%	-15.0%	23.5%	3.7%	-15.2%	-5.8%	0.0%	-0.1%	-5.1%	-17.0%	13.6%	19.7%	-4.4%	4.4%	1.7%	5.3%	5.3%	27.0%			
FYTD 2010 Percent of Passenger Fare Revenues		61.6%	23.6%	13.5%	1.3%																

Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District  
SJSU = San Jose State University

\* SCMTD Invoice  
\*\* Expenses for SJSU blocks less farebox for SJSU blocks



## HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY FISCAL YEAR 2010

MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
<b>Total Ridership</b>	23,566											
Avg. Weekday Ridership	842											
Avg. Saturday Ridership	533											
Avg. Sunday Ridership	519											
<b>Total Service Days</b>	31											
Number of Weekdays	23											
Number of Saturdays	4											
Numbers of Sundays	4											
<b>Revenue Hours</b>	1,618											

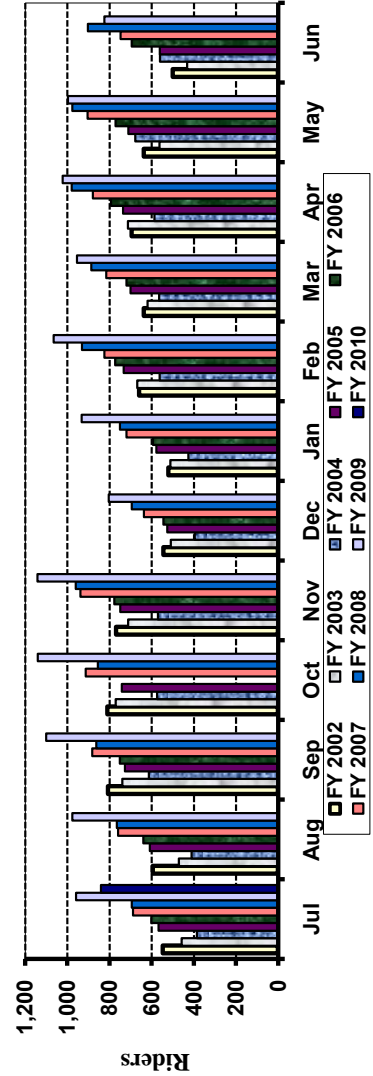
  

QUARTERLY	Q1			Q2			Q3			Q4		
<b>Total Ridership</b>												
Avg. Weekday Ridership												
Avg. Saturday Ridership												
Avg. Sunday Ridership												
<b>Revenue Hours</b>												

FYTD	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
<b>Total Ridership</b>	23,566											
Avg. Weekday Ridership	842											
Avg. Saturday Ridership	533											
Avg. Sunday Ridership	519											
<b>Revenue Hours</b>	1,618											

### HIGHWAY 17 EXPRESS Average Weekday Ridership History



### FYTD COMPARISON 2010 vs. 2009

	FY 2010	FY 2009	Percent Change
# of Weekdays	23	22	4.5%
Total Ridership	23,566	25,909	-9.0%
Avg. Weekday Ridership	842	959	-12.2%
Avg Sat Ridership	533	540	-1.3%
Avg Sun Ridership	519	531	-2.3%
Revenue Hours	1,618	1,485	9.0%
Riders Per Rev. Hour	14.56	17.45	-16.6%

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ  
MONTHLY SERVICE REPORT FOR THE MONTH OF JULY 2010**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- There were no school-term service days in both July 2010 and July 2009.
- Revenue received from UCSC was \$70,098.73 versus \$62,040.66 an increase of 13%.
- System-wide UCSC ridership increased by 8.0% FYTD.
  - Total student ridership increased by 8.5% FYTD.
  - Total Faculty/Staff ridership increased by 6.0% FYTD.
  - Average Student ridership per weekday increased by 13.4%.
  - Average Faculty/Staff ridership per weekday increased by 10.8%

## III. DISCUSSION

For the month of July 2010, there were no school term service days, only regular service was operated to UCSC.

UCSC Revenue in July 2010 increased a total of \$8,058.07 or 13% over July 2009 due to increases in UCSC ridership. UCSC ridership for all Santa Cruz METRO service in July 2010 was positive compared to July 2009, with a increase of 8.0% FYTD. Monthly comparisons included a 13.4% increase in Average Student ridership per weekday and a 10.8% increase in Average Faculty/ Staff ridership per weekday in July 2010 from July 2009. These variations in ridership are from higher use of transit service to and from the university due to high enrollment figures for summer session.

Please see attached charts and graphs that will depict average UCSC Student and Faculty/Staff ridership increasing by 13.4% and 10.8% respectively.

## IV. FINANCIAL CONSIDERATIONS.

Total revenue received as of July 2010 is positive \$8,058.08 or 13% FYTD over July 2009 actuals.

**V. ATTACHMENTS**

- Attachment A: Total UCSC Monthly Revenue**
- Attachment B: Total UCSC Ridership**
- Attachment C: Monthly UCSC Ridership**
- Attachment D: Total UCSC Student Ridership**
- Attachment E: Total UCSC Faculty/Staff Ridership**

Prepared by: Erich Friedrich, Jr. Transportation Planner.

Date Prepared: July 14, 2010

# Attachment A

## Total UCSC Monthly Revenue

FY 10 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
Sep-09	\$153,393.69	\$15,756.32	\$2,760.13	\$652.54	\$2,408.04	\$174,970.72	\$ 178,369.12	-1.9%	-\$3,398.40
Oct-09	\$385,944.49	\$16,972.17	\$10,275.05	\$0.00	\$4,055.38	\$417,247.09	\$ 450,795.38	-7.4%	-\$33,548.29
Nov-09	\$291,654.82	\$15,207.74	\$7,550.34	\$918.86	\$4,427.86	\$319,759.62	\$ 310,209.41	3.1%	\$9,550.21
Dec-09	\$115,072.85	\$11,307.11	\$3,421.37	\$1,091.96	\$1,985.66	\$132,878.95	\$ 151,680.37	-12.4%	-\$18,801.42
Jan-10	\$331,619.03	\$15,284.03	\$8,693.45	\$0.00	\$3,366.77	\$358,963.28	\$ 356,147.42	0.8%	\$2,815.86
Feb-10	\$302,031.88	\$15,521.39	\$9,450.70	\$0.00	\$3,594.24	\$330,598.21	\$ 348,030.15	-5.0%	-\$17,431.94
Mar-10	\$258,226.37	\$17,196.20	\$7,032.35	\$1,954.18	\$5,453.59	\$289,862.69	\$ 286,520.90	1.2%	\$3,341.79
Apr-10	\$335,640.76	\$17,968.82	\$11,416.52	\$924.71	\$4,228.34	\$370,179.15	\$ 374,495.45	-1.2%	-\$4,316.30
May-10	\$302,677.34	\$17,018.18	\$9,891.33	\$894.26	\$4,356.87	\$334,837.98	\$ 336,405.92	-0.5%	-\$1,567.94
Jun-10	\$135,200.88	\$15,521.39	\$2,945.43	\$1,493.05	\$3,033.66	\$158,194.41	\$ 160,072.95	-1.2%	-\$1,878.54
<b>FY 2010 Total</b>	<b>\$2,702,081.82</b>	<b>\$184,489.31</b>	<b>\$73,436.67</b>	<b>\$7,929.56</b>	<b>\$36,910.41</b>	<b>\$3,004,847.77</b>	<b>\$3,088,622.65</b>	<b>-2.71%</b>	<b>-\$83,774.88</b>
FY 11 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-10	\$55,331.80	\$14,766.93				\$70,098.73	\$ 62,040.66	13.0%	\$8,058.07
Aug-10						\$0.00			
Sep-10						\$0.00			
Oct-10						\$0.00			
Nov-10						\$0.00			
Dec-10						\$0.00			
Jan-11						\$0.00			
Feb-11						\$0.00			
Mar-11						\$0.00			
Apr-11						\$0.00			
May-11						\$0.00			
Jun-11						\$0.00			
<b>FY 2010 Total</b>	<b>\$55,331.80</b>	<b>\$14,766.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$70,098.73</b>	<b>\$62,040.66</b>	<b>12.99%</b>	<b>\$8,058.07</b>

# Attachment B

## Total UCSC Ridership

FY 2010 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	42,121	36,202	130,437	318,699	240,838	95,023	273,839	253,307	209,334	277,945	250,573	111,722	2,240,040	
Staff	11,501	11,607	13,030	14,015	12,558	9,337	12,621	12,978	14,039	14,849	14,063	12,836	153,434	
<b>Total</b>	<b>53,622</b>	<b>47,809</b>	<b>143,467</b>	<b>332,714</b>	<b>253,396</b>	<b>104,360</b>	<b>286,460</b>	<b>266,285</b>	<b>223,373</b>	<b>292,794</b>	<b>264,636</b>	<b>124,558</b>	<b>2,393,474</b>	
Percentage Difference Between This Year and Last Year														
Student	11.8%	-10.4%	-0.6%	-9.8%	-11.8%	-17.4%	-2.4%	-6.6%	-5.6%	-4.7%	-3.5%	-5.2%	-6.4%	
Staff	-13.3%	-22.8%	-17.0%	-22.9%	-17.9%	-17.1%	-6.4%	-6.5%	-0.6%	4.7%	8.0%	1.6%	-9.8%	
<b>Total</b>	<b>5.3%</b>	<b>-13.8%</b>	<b>-2.4%</b>	<b>-10.4%</b>	<b>-12.2%</b>	<b>-17.3%</b>	<b>-2.6%</b>	<b>-6.6%</b>	<b>-5.3%</b>	<b>-4.3%</b>	<b>-2.9%</b>	<b>-4.5%</b>	<b>-6.6%</b>	
FY 2011 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	45,691												45,691	
Staff	12,194												12,194	
<b>Total</b>	<b>57,885</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57,885</b>	
Percentage Difference Between This Year and Last Year														
Student	8.5%												-98.0%	
Staff	6.0%												-92.1%	
<b>Total</b>	<b>8.0%</b>												<b>-97.6%</b>	
FY 2011 UCSC Ridership														
Percentage Difference Between This Year and Last Year														
UCSC Ridership FYTD														
Student								42,121					45,691	8.5%
Staff								11,501					12,194	6.0%
<b>TOTAL</b>								<b>53,622</b>					<b>57,885</b>	<b>8.0%</b>

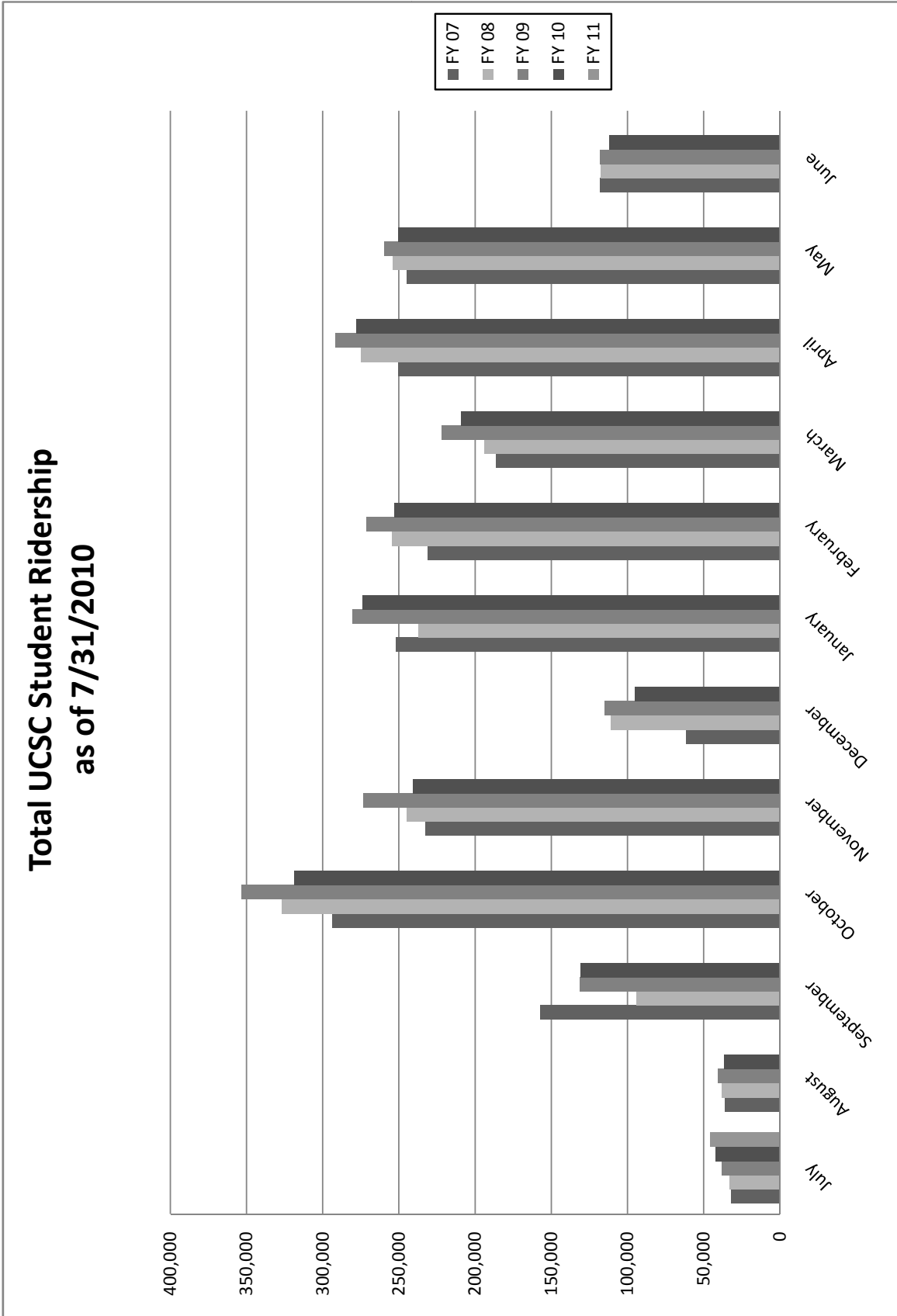
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# Attachment C

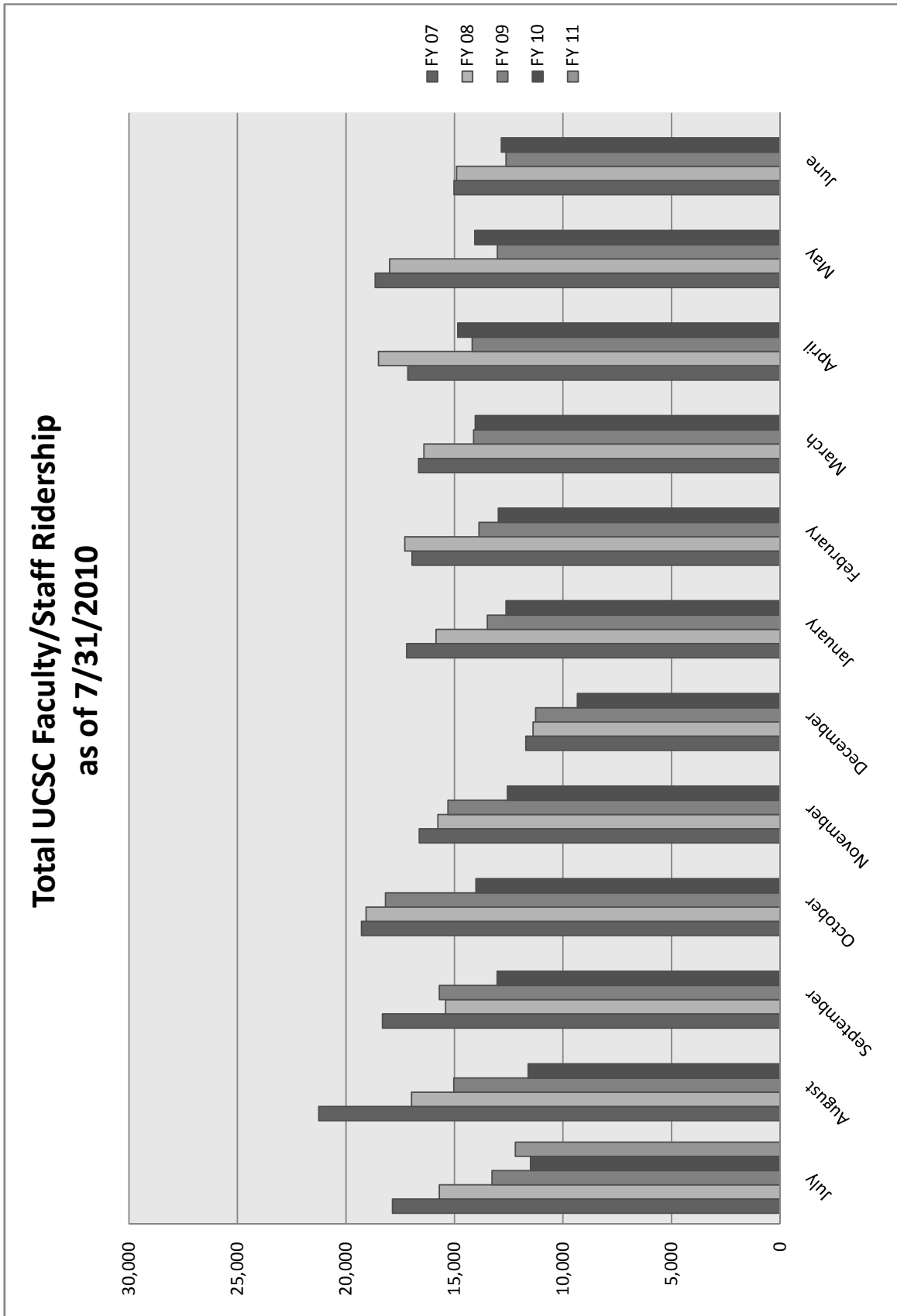
## Monthly UCSC Ridership

July 2010	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per Weekday			Average Faculty/Staff Ridership Per Weekday		
	FY 11	FY 10	%	FY 11	FY 10	%	FY 11	FY 10	%	FY 11	FY 10	%
Regular Service	45,691	42,121	8.5%	12,194	11,501	6.0%	2,076.9	1,831.3	13.4%	554.3	500.0	10.8%
Supplemental	N/A			N/A			N/A			N/A		
Night Owl	N/A			N/A			N/A			N/A		
27x	N/A			N/A			N/A			N/A		
<b>TOTAL</b>	<b>45,691</b>	<b>42,121</b>	<b>8.5%</b>	<b>12,194</b>	<b>11,501</b>	<b>6.0%</b>	<b>2,076.9</b>	<b>1,831.3</b>	<b>13.4%</b>	<b>554.3</b>	<b>500.0</b>	<b>10.8%</b>

# Attachment D



# Attachment E







## **AGENDA**

**SEPTEMBER 15, 2010 - 6:00 PM  
PACIFIC STATION CONFERENCE ROOM  
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF JUNE 16, 2010**
- 5. ACCEPT AND FILE RIDERSHIP REPORTS FOR APRIL THROUGH JUNE 2010**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORTS FOR MARCH THROUGH JUNE 2010**
- 7. DISCUSSION OF LUGGAGE AND PASSENGER SAFETY ON HWY 17 EXPRESS**
- 8. DISTRIBUTION OF MAC VOUCHERS**
- 9. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 10. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 11. ITEMS FOR NEXT MEETING AGENDA**
- 12. ADJOURNMENT**

***NEXT MEETING: WEDNESDAY, OCTOBER 20, 2010, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM***

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## Minutes - METRO Advisory Committee (MAC)

June 16, 2010

The METRO Advisory Committee (MAC) met on Wednesday, June 16, 2010 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Gunther called the meeting to order at 6:03 p.m.

### 1. ROLL CALL:

#### MEMBERS PRESENT

Naomi Gunther, Chair  
Mara Murphy (late 6:26pm)  
Dennis "Pop" Papadopulo  
Charlotte Walker  
Dave Williams  
Craig Agler

#### MEMBERS ABSENT

None

#### VISITORS PRESENT

Jason Andrews, UTU  
Bob Yount

#### STAFF PRESENT

Ciro Aguirre, Operations Manager  
April Warnock, Paratransit Superintendent

### 2. AGENDA ADDITIONS/DELETIONS

None

### 3. ORAL/WRITTEN COMMUNICATION

Written:

None

Oral:

Bob Yount communicated that he went to Yosemite National Park for the first time.

### 4. CONSIDERATION OF APPROVAL OF MINUTES OF FEBRUARY 17, 2010

**ACTION: MOTION: DAVE WILLIAMS SECOND: DENNIS "POP" PAPADOPULO**

**ACCEPT AND FILE MINUTES OF THE FEBRUARY 17, 2010 MEETING AS PRESENTED**

Motion passed unanimously, with Mara Murphy being absent.

**5. ACCEPT AND FILE RIDERSHIP REPORT FOR MARCH 2010**

Chair Gunther commented on the increase in bicycle riders, especially #71. Charlotte Walker also commented on the number of wheelchair riders for bus #71.

**ACTION: MOTION: NAOMI GUNTHER SECOND: CHARLOTTE WALKER**

**ACCEPT AND FILE RIDERSHIP REPORT FOR MARCH 2010**

**Motion passed unanimously, with Mara Murphy being absent.**

**6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR FEBRUARY 2010**

There was a discussion about what ParaCruz has done since the budget cuts and what they plan to do to alleviate the situation.

**ACTION: MOTION: DAVE WILLIAMS SECOND: DENNIS “POP” PAPADOPULO**

**ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR FEBRUARY 2010**

**Motion passed unanimously**

**7. CONSIDERATION OF AMENDING MAC BYLAWS TO ESTABLISH A QUARTERLY MEETING SCHEDULE**

There was discussion about when MAC will meet and when it will take affect. Board of Directors will decide when MAC will meet and for how long this will be in affect, meeting will still be at the same time and for the same length of time.

**8. CONSIDERATION OF METRO’S REVISED DISCOUNT FARE PROGRAM**

Ciro Aguirre did a presentation on the changes to the Discount Fare Program; minor changes were done to the policy to reflect this change. FTA thought there was not a clear definition for Medicare cardholders, senior citizens, and disabled persons who receive a discount for bus rides.

**9. REVIEW OF METRO’S DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 2.12% FOR FEDERAL FISCAL YEAR 2011 (FFY11) AND DBE METHODOLOGY**

Ciro Aguirre did a presentation on Disadvantaged Business Enterprise (DBE) program goal that was set forth by the Federal Government under Title 49. Since METRO

receives federal funding they have to reach out to businesses that are considered disadvantaged, which would be businesses that are run by African-Americans, Latinos, women, Asian or Native Americans but that could supply METRO with services in a competitive way. METRO's goal is about 2% and has begun to do outreach by advertising and soliciting businesses; if attempts to reach the goal are not performed funding may be revoked.

**10. DISTRIBUTION OF MAC VOUCHERS**

Ciro Aguirre distributed METRO ride vouchers to the MAC members at this time.

**11. COMMUNICATIONS TO METRO GENERAL MANAGER**

None

**12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**

None

**13. ITEMS FOR NEXT MEETING AGENDA**

- April Warnock suggested since RTC money was relocated from transit planning to bus stop improvements they should attend a BSAC meeting.

**ADJOURN**

There being no further business, Chair Gunther thanked everyone for participating and adjourned the meeting at 7:30 p.m.

Respectfully submitted,

LISA M CISNEROS  
Temporary Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Minutes- Board of Directors**

**August 13, 2010**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 13, 2010 at the District's Administrative Office located at 110 Vernon Street in Santa Cruz, California.

Vice Chair Pirie called the meeting to order at 9:30 a.m.

## **SECTION 1: OPEN SESSION**

### **1. ROLL CALL:**

#### **DIRECTORS PRESENT**

Dene Bustichi  
Ron Graves  
Donald Hagen  
Michelle Hinkle  
John Leopold  
Ellen Pirie  
Lynn Robinson  
Mike Rotkin  
Ex-Officio Donna Blitzler  
Marcela Tavantzis

#### **DIRECTORS ABSENT**

Antonio Rivas  
Mark Stone

#### **STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Angela Aitken, Acting AGM/Finance Manager  
Bob Cotter, Maintenance Manager  
Frank Cheng, MB Project Manager  
Mary Ferrick, Fixed Route Superintendent

Margaret Gallagher, District Counsel  
Debbie Kinslow, Asst Finance Manager  
Robyn Slater, Human Resources Manager  
April Warnock, Paratransit Superintendent  
Les White, General Manager

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

Genevieve Bookwalter, Santa Cruz Sentinel  
Neal Coonerty, Board of Supervisors  
John Daugherty, SEA  
Carolyn Derwing, Schedule Analyst  
Erich Friedrich, Provisional Transit Planner

Manny Martinez, PSA  
Eduardo Montesino, UTU  
Bonnie Morr, UTU  
Will Regan, VMU  
Amy Weiss, Spanish Interpreter

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

Written:

None.

Oral:

None.

**3. LABOR ORGANIZATION COMMUNICATIONS**

John Daugherty, SEA, spoke about the 20<sup>th</sup> anniversary of the ADA that was in July. Mr. Daugherty commented that the Americans with Disabilities Act (ADA) is civil rights legislation which has been integrated into society. ADA paratransit allows people to move about who would otherwise not be able to use fixed route service. The Act is about integration and removing barriers of discrimination for people with disabilities.

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

None.

**CONSENT AGENDA**

- 5-1. **APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2010**
- 5-2. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2010**
- 5-3. **CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF NESLY PACHECO, #10-0019; REJECT THE CLAIM OF JOE BLAIR, #10-0020; REJECT THE CLAIM OF JOSE NIETO JUAREZ, #10-0021; REJECT THE CLAIM OF MARIO DE LA GRAZA, #10-0023**
- 5-4. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) MINUTES OF FEBRUARY 17, 2010**
- 5-5. **ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR MAY 2010**
- 5-6. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2010**
- 5-7. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR MAY 2010**
- 5-8. **ACCEPT AND FILE METROBASE PROJECT STATUS REPORT**
- 5-9. **APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 11 AND 25, 2010**
- 5-10. **ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2010 MEETING(S)**
- 5-11. **CONSIDER APPROVAL OF RECLASSIFICATION OF MECHANIC SERIES OF CLASS SPECIFICATIONS**
- 5-12. **CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH MAINTSTAR INC. FOR ADDITIONAL PROGRAMMING REQUIREMENTS, ADDITIONAL ON-SITE**

- TRAINING, AND ONSITE TECHNICAL SUPPORT DURING SYSTEM STARTUP FOR AN AMOUNT NOT TO EXCEED \$21,176
- 5-13. CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMITTAL OF A REVISED TRANSPORTATION DEVELOPMENT ACT (TDA)/STATE TRANSIT ASSISTANCE (STA) CLAIM FOR FY11 STA FUNDS
- 5-14. CONSIDERATION OF DISPOSAL OF ASSETS
- 5-15. RATIFY PAYMENT MADE FOR ANNUAL RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY11
- 5-16. CONSIDERATION OF DESIGNATING METRO'S HUMAN RESOURCES MANAGER AS METRO'S OFFICIAL REPRESENTATIVE TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) EXCESS INSURANCE AUTHORITY (EIA), THE AUTHORITY
- 5-17. NOTICE OF ACTION TAKEN IN CLOSED SESSION: CLAIM OF KEENAN & ASSOCIATES, #10-0010; CLAIMS OF PHYLLIS DIAS, #10-0008 AND #10-0009
- 5-18. CONSIDERATION OF REVIEW OF METRO'S CONFLICT OF INTEREST CODE TO DETERMINE IF ANY PROPOSED AMENDMENTS ARE NECESSARY
- 5-19. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO DECEMBER 31, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF AUGUST 30, 2009
- 5-20. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT OF RNL DESIGN, INC. IN THE AMOUNT OF \$12,228.00 FOR ENGINEERING SERVICES REQUESTED BY WEST BAY BUILDERS AND A DEDUCTIVE CHANGE ORDER TO WESTBAY BUILDERS CONTRACT IN THE AMOUNT OF \$12,228.00 FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT
- 5-21. CONSIDERATION OF AMENDING CONTRACTS WITH CREATIVE BUS SALES, INC. FOR PURCHASE OF TWENTY-TWO RAISED-TOP PARATRANSIT VANS AND FIVE PARATRANSIT MINI-VANS TO ADD A FIRE TRACE AUTOMATIC FIRE SUPPRESSION SYSTEM, SYNERGY SEAT COVERS AND A TDSS UNDER SEAT TIE DOWN RETRACTOR SYSTEM FOR A TOTAL ADDITIONAL AMOUNT NOT TO EXCEED \$122,540

**ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR ROTKIN**

Approve the Consent Agenda. Item 5-18 from consent agenda to be moved to regular agenda as item 9.a.

Motion passed unanimously with Directors Rivas and Stone being absent.

## REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
The following employees were acknowledged for their years of service:

**TEN YEARS**

John Thomas, Bus Operator  
Francisco Estrada, Bus Operator  
Edward Elliot, Bus Operator  
Terry Price, Mechanic II

**TWENTYFIVE YEARS**

Manny Martinez, Transit Supervisor  
Andrew Hill, Bus Operator  
Darryl Juan, Bus Operator

UTU Chair Bonnie Morr expressed that she would like the anniversaries for the months of February and March 2010 to be acknowledged some time in the near future. General Manager Les White responded that those anniversaries were missed but it has been looked into and METRO staff will get them on a regular agenda soon.

**7. CONSIDERATION OF ADOPTING METRO'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 2.12% FOR FEDERAL FISCAL YEAR 2011 (FFY11) AND THE METHODOLOGY USED TO SET THE GOAL**

**Summary:** Margaret Gallagher, District Council, discussed the methodology used to set the goal for the disadvantaged business enterprise (DBE) as the CalTrans methodology. Ms. Gallagher also mentioned that public hearings were held, notice was published in various publications, it was presented at E&D Tac and MAC. The purpose of the program is to level the playing field for minorities and women in competitive procurements.

**Discussion:** Mike Rotkin said that the goal was somewhat ridiculous and needs to be revised to a higher goal. However, he understands that if a goal is not met then sanctions will be placed on METRO and funding may be reduced or removed; so he ultimately supports the goal.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR LEOPOLD**

**Approve adopting METRO's proposed disadvantaged business enterprise goal of 2.12% for FY 2011.**

**Motion passed unanimously with Directors Rivas and Stone being absent.**

**8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA SANTA CRUZ**

**Summary:** Les White said that the current contract with UCSC is almost up and a continuation of that contract is being considered now. Mr. White said that section 4.01 of the proposed contract seemingly limits UCSC's request for supplemental service routes and that UCSC thinks that this is too restrictive. Mr. White said the clause was not intended to be restrictive to only three routes. Mr. White said that another issue is that UCSC does not want to pay for supervisory services when the supplemental service is not operating. Mr. White said he had spoken with Debbie



Kinslow, Assistant Finance Manager, about this issue and she said that UCSC is never billed unless service is actually provided, but it will be written into the contract so that it is clear. Larry Pageler, UCSC representative, noted that there is an increase in the bus hourly rate from \$70 to \$97, and said that he does not think UCSC will ask for anything else, but would like to leave that open. Mr. Pageler said that he appreciates the recommendations Mr. White made for the issues concerning the supervisors.

**ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR HAGAN**

**Authorize the General Manager to execute a contract for transit services with University of California Santa Cruz to include the issues raised during the meeting.**

**Motion passed unanimously with Directors Rivas and Stone being absent.**

**9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE CURRENT CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COLLEGE**

**Summary:** Les White discussed how this contract is similar to with UCSC's contract for transit series except that Cabrillo College did not request supplemental services, but like the UCSC contract there was an increase in the bus hourly rate.

**ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR PIRIE**

**Authorize the General Manager to execute an amendment to extend the current contract for transit services with Cabrillo College until August 31, 2011.**

**Motion passed unanimously with Directors Rivas and Stone being absent.**

**9.a. CONSIDERATION OF REVIEW OF METRO'S CONFLICT OF INTEREST CODE TO DETERMINE IF ANY PROPOSED AMENDMENTS ARE NECESSARY**

**ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR ROTKIN**

**Approve the determination that no amendments are necessary at this time to METRO's Conflict of Interest Code.**

**Motion passed unanimously with Directors Rivas and Stone being absent.**

**10. ORAL ANNOUNCEMENT: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, AUGUST 27, 2010 AT 9:00 A.M. AT THE WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, 4<sup>TH</sup> FLOOR, IN WATSONVILLE.**

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the existing claim of Juana Raya and the existing claim of Carol Moore vs. Santa Cruz METRO Transit District; with its Real Property Negotiators for 425 Front Street, Santa Cruz, CA and with its Labor Negotiators for United Transportation Union (UTU), Local 23, Fixed Route Division.

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

**SECTION II: CLOSED SESSION**

Chair Pirie adjourned to Closed Session at 10:06 a.m. and reconvened to Open Session at 11:26 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**17. REPORT OF CLOSED SESSION**

Margaret Gallagher stated that settlement of the claim of Juana Raya was approved by the Board of Directors in the amount of \$ 3634.14 for Watsonville Community Hospital and \$2946.42 for Juana Raya with the following directors approving the settlement: Director Bustichi, Director Graves, Director Hagen, Director Hinkle, Director Leopold, Chair Pirie, Director Robinson, Director Tavantzis and Director Rotkin with Directors Rivas and Stone being absent.

**ADJOURN**

There being no further business, Chair Pirie adjourned the meeting at 10:06 a.m.

Respectfully submitted,

ANTHONY TAPIZ  
Administrative Services Coordinator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Minutes- Board of Directors**

**August 27, 2010**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 27, 2010 at the Watsonville City Council Chambers, 275 Main Street, Watsonville, CA.

Vice Chair Pirie called the meeting to order at a.m.

## **SECTION 1: OPEN SESSION**

### **1. ROLL CALL:**

#### **DIRECTORS PRESENT**

Dene Bustichi  
Ron Graves  
Donald Hagen  
Michelle Hinkle  
John Leopold  
Ellen Pirie  
Lynn Robinson  
Mike Rotkin  
Ex-Officio Donna Blitzer  
Marcela Tavantzis  
Antonio Rivas  
Mark Stone

#### **DIRECTORS ABSENT**

#### **STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Angela Aitken, Acting AGM/Finance Manager  
Bob Cotter, Maintenance Manager  
Frank Cheng, MB Project Manager  
Mary Ferrick, Fixed Route Superintendent

Margaret Gallagher, District Counsel  
Debbie Kinslow, Asst Finance Manager  
Robyn Slater, Human Resources Manager  
April Warnock, Paratransit Superintendent  
Les White, General Manager

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

Genevieve Bookwalter, Santa Cruz Sentinel  
Neal Coonerty, Board of Supervisors  
John Daugherty, SEA  
Carolyn Derwing, Schedule Analyst  
Erich Friedrich, Provisional Transit Planner

Manny Martinez, PSA  
Eduardo Montesino, UTU  
Bonnie Morr, UTU  
Will Regan, VMU  
Amy Weiss, Spanish Interpreter

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

Written:

- a. Commute Solutions
- b. Sara Puhl

Re: Rideshare Week  
Re: Service Reductions

Oral:

None.

**3. LABOR ORGANIZATION COMMUNICATIONS**

John Daughery, SEA, spoke about the security cameras in the employee lounge and if they were still necessary since they were only going to be temporarily up. Mr. Daughery mentioned that actions have been taken to prevent the clogging of the sink. He also wanted to thank the Board for the bus service to the fair.

UTU Chair Bonnie Morr wanted to support John Daughery about having the security cameras removed in the employee lounge and reiterate the measures that were taken.

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

None.

**CONSENT AGENDA**

- 5-1. **CONSIDERATION OF TORT CLAIMS:  
REJECT THE CLAIM OF GOODWILL INDUSTRIES SANTA CRUZ AND PENNSYLVANIA  
MANUFACTURERS ASSURANCE, #10-0024; REJECT THE CLAIM OF ALICIA MARTINEZ, #10-  
0025; REJECT THE CLAIM OF FELIX HERNANDEZ, #10-0026; REJECT THE CLAIM OF  
LAUREN BRYAN, #10-0027**
- 5-2. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTHS OF MAY  
AND JUNE 2010**
- 5-3. **ACCEPT AND FILE SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR JUNE 2010**
- 5-4. **ACCEPT AND FILE HIGHWAY 17 EXPRESS SERVICE REPORT FOR JUNE 2010**
- 5-5. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE  
REPORT FOR THE MONTH OF JUNE 2010**
- 5-6. **ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2010  
MEETING(S)**

- 5-7. **ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR AUGUST 2010**
- 5-8. **ACCEPT AND FILE STATUS REPORT OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES THROUGH AUGUST 18, 2010**
- 5-9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER FOR CDX WIRELESS, INC. TO PROVIDE FREQUENCY SEARCH AND LICENSING SERVICES IN THE DESIGN UPGRADE OF METRO'S LAND MOBIL RADIO SYSTEM**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR LEOPOLD**

**Approve the Consent Agenda.**

**Motion passed unanimously.**

### **REGULAR AGENDA**

6. **PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

The following employees were acknowledged for their years of service:

#### **TEN YEARS**

Teodoro Guerrero, Vehicle Service Detailer  
Raymundo Marquez, Vehicle Service Detailer  
Marisela Mendoza, Vehicle Service Worker II  
Shawn O'Donnell, Fleet Maintenance Supervisor

#### **TWENTY-FIVE YEARS**

Kenneth Brown, Facilities Maintenance Worker II

#### **THIRTY YEARS**

Larry Mungioli, Bus Operator  
Edward Nelson, Transit Supervisor

UTU Chair Bonnie Morr requested the thirty year anniversary certificates be presented during next month's agenda since the employees could not attend this meeting; Chair Pirie agreed.

7. **CONSIDER APPROVAL OF A SIDE AGREEMENT WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU) TO CHANGE VEHICLE MAINTENANCE UNIT (VMU) SHIFT HOURS**

**Summary:** Robyn Slater, Human Resources Manager, discussed the changes to the VMU employee shift hours by starting the shifts an hour earlier will allow for a better transition. The issue has been discussed with SEIU and it has agreed to the change.

**ACTION: MOTION: DIRECTOR SECOND: DIRECTOR**

**Approve side agreement with Service Employees International Union Local 521 (SEIU) to change the Vehicle Maintenance Unit (VMU) shift hours.**

**Motion passed unanimously.**

**8. CONSIDERATION OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF LLOYD LONGNECKER AS PURCHASING AGENT FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR SECOND: DIRECTOR**

**Adopt Resolution of Appreciation for the services of Lloyd Longnecker as Purchasing Agent for the Santa Cruz Metropolitan Transit District.**

**Motion passed unanimously.**

**9. CONSIDERATION OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF FRED C. LOGIUDICE AS MECHANIC III FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR SECOND: DIRECTOR**

**Adopt Resolution of Appreciation for the services of Fred C. Logiudice as Mechanic III for the Santa Cruz Metropolitan Transit District.**

**Motion passed unanimously.**

**10. ORAL ANNOUNCEMENT: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, SEPTEMBER 24, 2010 AT 9:00 A.M. AT THE SANTA CRUZ CITY COUNCIL CHAMBERS LOCATED AT 809 CENTER STREET, SANTA CRUZ, CA.**

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

Margaret Gallagher, District Counsel, reported that the Board of Directors would have a conference with its Legal Counsel regarding the Real Property Negotiators for 920 Pacific Ave. Kiosk #1, Santa Cruz, CA and with its Labor Negotiators for United Transportation Union (UTU), Local 23, Fixed Route Division.

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

**SECTION II: CLOSED SESSION**

Chair Pirie adjourned to Closed Session at a.m. and reconvened to Open Session at a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**17. REPORT OF CLOSED SESSION**

Margaret Gallagher stated that there was no reportable action taken in Closed Session.

**ADJOURN**

There being no further business, Chair Pirie adjourned the meeting at a.m.

Respectfully submitted,

ANTHONY TAPIZ  
Administrative Services Coordinator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

## V. ATTACHMENTS

**Attachment A:** Minutes of the August 5, 2010 Regular SCCRTC Meeting

**Attachment B:** Minutes of the August 19, 2010 Transportation Policy Workshop

Prepared by: Tony Tapiz, Administrative Services Coordinator.

Date Prepared: September 16, 2010



# Attachment A



## Santa Cruz County Regional Transportation Commission

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### MINUTES

Thursday  
August 5, 2010  
9:00 a.m.

Scotts Valley City Council Chambers  
1 Civic Center Drive  
Scotts Valley CA 95066

1. Roll call

The meeting was called to order at 9:07 am.

Members present:

Dene Bustichi	John Leopold
Tony Campos	Kirby Nicol
Neal Coonerty	Ellen Pirie
Ron Graves	Antonio Rivas
Don Lane	Mark Stone
Dave Murray (ex officio)	Marcela Tavantzis

Member absent:

Randy Johnson

Staff present:

George Dondero	Luis Mendez
Yesenia Parra	Gini Pineda
Kim Shultz	Cory Caletti

2. Oral communications

**Jack Nelson** said that a recent poll of likely voters in California conducted by the Public Policy Institute showed that 67% support AB 32 and 60% favor a carbon tax. He asked that Commissioners do their part to make AB 32 work.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there was a replacement page for Item 14, a handout for Item 25 and add-on pages for Item 28.

# Attachment A

## **CONSENT AGENDA** (Pirie/Lane – unanimous)

### **MINUTES**

4. Approved draft minutes of the June 3, 2010 regular SCCRTC meeting
5. Approved draft minutes of the June 3, 2010 Service Authority for Freeway Emergencies (SAFE) meeting
6. Approved draft minutes of the June 17, 2010 Transportation Policy Workshop meeting
7. Approved draft minutes of the June 28, 2010 special SCCRTC meeting
8. Accepted draft minutes of the June 8, 2010 Elderly & Disabled Transportation Advisory Committee meeting
9. Accepted draft minutes of the June 17, 2010 Interagency Technical Advisory Committee (ITAC) meeting

### **POLICY ITEMS**

*No consent items*

### **PROJECTS and PLANNING ITEMS**

10. Accepted fourth quarter FY 09/10 Regional Transportation Commission (RTC) work program progress report
11. Approved Monterey Bay Sanctuary Scenic Trail Network funding (Resolution 01-11)

### **BUDGET AND EXPENDITURES ITEMS**

12. Accepted status report on Transportation Development Act (TDA) revenues
13. Approved Santa Cruz Metropolitan Transit District claim for State Transit Assistance (Resolution 02-11)

### **ADMINISTRATION ITEMS**

14. Approved appointments to the Elderly and Disabled Transportation Advisory Committee
15. Approved fiscal year (FY) 2010-11 Article 8 Transportation Development Act (TDA) payment schedule for Community Bridges (Resolution 03-11)

# Attachment A

## INFORMATION/OTHER ITEMS

16. Accepted monthly meeting schedule
17. Accepted correspondence log
18. Accepted letters from SCCRTC committees and staff to other agencies
  - a. Letter to Representative Sam Farr from the Elderly & Disabled Transportation Advisory Committee regarding support for HR 4722 – Active Community Transportation Act of 2010
  - b. Letter to SCMTD from the Elderly & Disabled Transportation Advisory Committee regarding early input on bus stop improvements
19. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
20. Accepted information items
  - a. Article from *PubliCola, Seattle's News Elixir*, titled "We Need People Who Ride Bikes, Not Cyclists" by Josh Cohen
  - b. Report from Rails-to-Trails Conservancy titled *California Rails-with-Trails: A Survey of Trails along Active Rail Lines*

## REGULAR AGENDA

21. Review of items to be discussed in closed session

**Gary Milburn**, People Power, urged the Commission to acquire the Branch Line swiftly.

**Bonnie Morr**, UTU, said that the union supports moving forward with the acquisition as soon as possible and that it is a good marriage between bus and rail. She suggested that the Metro run the rail line.

The Commission adjourned into closed session at 9:13 am.

## CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

# Attachment A

## OPEN SESSION

23. Report on closed session

The Commission reconvened into open session at 10:02. There was nothing to report.

24. Commissioner reports - none

25. Director's report

Executive Director George Dondero announced that the RTC released an updated countywide bikeways map. The map is available at local employers, visitor centers, bike shops, chambers of commerce, libraries and the RTC office. Mr. Dondero referred to Item 20a which is an article supporting cycling as a means of transportation while not necessarily being a lifestyle. He said that the RTC policy encourages all modes of transportation.

Mr. Dondero said that the STARS Technical Advisory Committee met in June and July to provide feedback on the development of the STARS credits. Mr. Dondero noted that he was asked to travel to Portland next week to discuss how to apply the credits to the HOV Lanes project.

Mr. Dondero reported that the California Air Resources Board (CARB) will issue greenhouse gas reduction targets for the AMBAG region. The targets will address reductions due to land-use changes. He said that RTC staff is working closely with AMBAG on technical issues including updating the regional Traffic Demand Model and seeking funds to improve baseline data for the region.

Commissioner Rivas suggested bikeways map distribution sites in Watsonville where people shop, including Target and Nob Hill supermarket. He also suggested making presentations to the Cabrillo College board and to high schools or the Pajaro Valley school board. Senior Planner Cory Caletti noted that bikeways maps are distributed in the Watsonville area through the Pajaro Valley Transportation Management Agency and through the south county Community Traffic Safety Coalition.

Deputy Director Luis Mendez thanked the staffs of the public works departments of the cities and the county for their invaluable help with the many bikeways map updates.

26. Caltrans report and consider action items

Dave Murray, Caltrans District 5, noted that the San Lorenzo Metal Beam Guardrail Upgrade project was complete. He introduced Dan Heron who is replacing Jennifer Calate as the Regional Planner for District 5. Mr. Murray announced that Brandy Weiner will be taking his place upon his retirement at the end of the year.

# Attachment A

Responding to a question from Commissioner Tavantzis, Mr. Murray said that the Hwy 1/Salinas Rd interchange is in the staging phase.

## 27. Highway 1 Projects – Progress Report

Senior Planner Kim Shultz reported that the RTC is making progress toward construction of the Highway 1 Soquel/Morrissey Auxiliary Lanes project. 65% design level plans were submitted to Caltrans; permit applications to state and federal resource agencies were submitted in June; and a Highway Aesthetics Community Advisory meeting to gather public input was held June 15<sup>th</sup>. The construction cooperative agreement with Caltrans will be presented to the Commission at the August Transportation Policy Workshop.

Mr. Shultz said that the RTC continues to develop the Sustainable Transportation and Access Rating System (STARS) credits and will determine how they might apply to the Hwy 1 HOV Lanes project. He added that a draft EIR is scheduled to be released in summer 2011.

Responding to a question from Commissioner Leopold regarding the status of the lawsuit filed against Caltrans over the Auxiliary Lanes project, Mr. Dondero said that the administrative record is assembled and that the court is expected to schedule a hearing in the next few weeks.

Commissioner Leopold moved and Commissioner Rivas seconded to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Accept the progress report for the period April 2010 through June 2010 for the Highway 1 HOV Lane project and the Soquel/Morrissey Auxiliary Lanes project; and
2. Authorize out-of-state travel for the Executive Director to attend a Sustainable Transportation and Access Rating System (STARS) planning meeting in Portland, Oregon.

The motion passed unanimously.

## 28. Santa Cruz Branch Rail Line (Branch Line) acquisition

Deputy Director Luis Mendez reviewed the CTC conditions necessary to complete the Branch Line purchase, saying that two conditions were already completed and three more could be satisfied today. The one remaining condition is to execute an agreement with a short line operator.

In addition, Caltrans legal counsel informed RTC staff that the RTC must obtain an opinion from a Caltrans-approved bond counsel in order to ensure that the tax-free status of the bonds used for the purchase would not be threatened since the project funded will be used by a private entity.

# Attachment A

Mr. Mendez also noted that a budget amendment is necessary to carryover FY 09-10 funds and shift funds within the rail/trail authority budget.

**Ed Davidson** said that he hoped that any cessation of freight service along the Branch Line would not close access to Big Trees Railroad's freight customers and that the agreements Big Trees has with Union Pacific is carried forward. He also said he did not think that the recreational rail dinner train to Davenport is feasible as a business operation.

**Bill Comfort** referred to a letter he previously submitted to the Commission. He described potential problems if reimbursement to the state becomes necessary. He said that the RTC is in a weak position for future negotiations, and that the RTC could be blackmailed into subsidizing a recreational rail line if it failed to be profitable for the operator. He advised postponing approval of the staff recommendations until the operating agreement with Sierra Railroad is finalized.

**Mike Keogh** said that it was unwise to proceed with the purchase without a contract with Union Pacific or Sierra Railroad and without resolution of the CTC conditions. He said that funding for local roads could be jeopardized.

**Rosemary Sarka**, Roaring Camp, said that she was highly supportive of the acquisition and that Roaring Camp is ready and available to provide passenger rail service if the need should arise. She said that she foresees minimal risk for a recreational service operator and envisioned destination packages that could include whale watching, festivals or hiking excursions.

Commissioner Stone recognized the value that Big Trees and Roaring Camp bring to the community.

Commissioners discussed the agreement with the CTC requiring recreational rail service on the Branch Line. The line would have to be preserved for multi modal transportation if the recreational rail were not successful.

Commissioner Leopold moved and Commissioner Rivas seconded to approve staff recommendations that the Regional Transportation Commission (RTC):

1. Adopt a resolution for the Santa Cruz Branch Rail Line (Branch Line) Acquisition project to fulfill California Transportation Commission (CTC) conditions to initiate recreational rail service, continue freight service as long as it is required by the STB and reimburse the State in accordance with the Master Agreement, if the Branch Line is no longer used for the original purpose approved by the CTC; and
2. Adopt a resolution amending the fiscal year (FY) 2010-11 budget for the rail/trail authority section of the RTC budget to carryover funds from FY

# Attachment A

2009-10 and move funds within the rail/trail authority budget to help complete acquisition of the Santa Cruz Branch Rail Line (Branch Line).

Commissioners discussed rail banking, the CTC requirement to continue freight service if required by the Surface Transportation Board (STB), the process to appeal to the STB if the common carrier for freight could no longer provide the service, and reimbursement of funding to the state if the project is no longer needed for the approved purpose.

The motion (Resolutions 04-11 and 05-11) passed with Commissioner Bustichi voting "no".

29. Adjourn to special meeting of the Service Authority for Freeway Emergencies

There were no agenda items this month.

30. Next meetings

The meeting adjourned at 12:07 pm

The next Transportation Policy Workshop meeting is scheduled for Thursday, August 19, 2010 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, September 2, at 9:00 a.m. at the Capitola City Council Chambers, 420 Capitola Ave., Capitola, CA.

Respectfully submitted,

Gini Pineda, Staff

## ATTENDEES

Mark Greenfield	
Rosemary Sarka	Roaring Camp
Jack Nelson	
Eduardo Montesno	UTU Local 23
Bonnie Morr	UTU Local 23
Mike Keogh	
Ed Davidson	
Bill Comfort	
Gary Milburn	

# Attachment B



## Santa Cruz County Regional Transportation Commission Transportation Policy Workshop

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### MINUTES

Thursday, August 19, 2010  
9:00 a.m.

NOTE LOCATION THIS MONTH  
SCCRTC Conference Room  
1523 Pacific Ave  
Santa Cruz Ca

#### 1. Introductions

Commissioner Mark Stone called the meeting to order at 9:01 am. Self introductions were made.

##### Members present:

Neal Coonerty	Ellen Pirie
Gustavo Gonzalez (Alt.)	Lynn Robinson (Alt.)
Ron Graves	Mark Stone
Randy Johnson	Marcela Tavantzis
John Leopold	Tim Gubbins (ex-officio)
Kirby Nicol	

##### Members absent:

Dene Bustichi	Antonio Rivas
---------------	---------------

##### Staff present:

George Dondero	Karena Pushnik
Luis Mendez	Rachel Moriconi
Yesenia Parra	Kim Shultz
Gini Pineda	Cory Caletti
Cathy DeLuca	

#### 2. Oral communications

**Paul Elerick** said he wanted to clarify that there have been settlement discussions between the plaintiffs and the defendant in the lawsuit against



# Attachment B

Caltrans regarding the environmental document for the Highway 1 Auxiliary Lanes project.

**Jack Nelson** distributed an article from the *Sentinel* regarding extreme weather in several parts of the world attributed to increased heat globally and said that he sees a distressing pattern. He also referred to the greenhouse gas (GHG) reduction targets proposed by the Air Resources Board and said that the AMBAG region should not “plan to fail” by accepting the expectation of increases in GHG emissions for 2020 and 2035 because of the low GHG emissions for the region in the 2005 base year.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there was an add-on page for Item 9. He also noted that final copies of the *2010 Regional Transportation Plan* were distributed to the Commissioners and were also available at libraries.

**CONSENT AGENDA** (Pirie/Coonerty – unanimous)

4. Approved staff recommendation authorizing out-of-state-travel

**REGULAR AGENDA**

5. Review of items to be discussed in closed session

The Commission adjourned into closed session at 9:08 am.

**CLOSED SESSION**

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

**OPEN SESSION**

7. Report on closed session

The Commission reconvened into open session at 9:50 am. There was nothing to report.

# Attachment B

8. Revised Purchase and Sale Agreement (PSA) for Santa Cruz Branch Rail Line (Branch Line) Acquisition

Deputy Director Luis Mendez reviewed the revisions to the purchase and sale agreement with Union Pacific. Revisions include additional environmental protections for the RTC in connection with hazardous materials and language that indicates that the RTC cannot definitively commit to making \$5 million in improvements to the Branch Line because the RTC must first secure the funds from the California Transportation Commission. In addition, if the RTC completes all of the planned rehabilitation work for less than the amounts programmed and allocated by the CTC, the RTC may use any remaining amounts for further repair to the Line or to purchase additional property owned by Union Pacific located north of the Branch Line.

After discussion, Commissioner Pirie moved and Commissioner Leopold seconded to approve staff and negotiating consultants recommendations that the Regional Transportation Commission (RTC) approve the revised purchase and sale agreement (PSA) with Union Pacific (UP) for purchase of the Santa Cruz Branch Rail Line (Branch Line).

The motion (Resolution 06-11) passed with Commissioner Johnson voting "no".

9. Highway 1 Soquel/Morrissey Auxiliary Lanes project – Cooperative Agreement with Caltrans for construction management

Senior Planner Kim Shultz said that a cooperative agreement is required between Caltrans and any local agency acting as the sponsoring or implementing agency for the improvement of a state highway. This agreement specifies the roles and responsibilities of the respective agencies through each phase of the project development process. Mr. Shultz introduced members of the consultant management team led by Parsons Brinkerhoff who will perform many of the responsibilities assigned to the RTC in the cooperative agreement.

Commissioners discussed the benefits and the risks to the RTC for assuming construction management authority of the project. Among the concerns is that the California Transportation Commission (CTC) expects local agencies to cover cost increases for phases of work on which local agencies are the lead, which could impact the amount of RSTP funds available for local road projects. However, staff noted that the CTC may be more likely to approve supplemental STIP funds for this project, if there are any, since it is a bond-funded CMIA project. Controlling costs, overruns, change orders and contingency funds were also discussed.

Commissioner Pirie moved and Commissioner Johnson seconded to approve the staff recommendations that the Regional Transportation Commission (RTC) approve a resolution authorizing the Executive Director to sign a Cooperative Agreement with the State for construction of the Highway 1 Soquel/Morrissey Auxiliary Lanes Project.

# Attachment B

TPW Meeting Minutes

August 19, 2010

4

The motion (Resolution 07-11) passed with Commissioner Leopold voting "no".

## 10. Next meetings

The meeting adjourned at 10:47 am.

The next SCCRTC meeting is scheduled for Thursday, September 2, 2010 at 9:00 a.m. at the Capitola City Council Chambers, 420 Capitola Avenue, Capitola, CA.

The next Transportation Policy Workshop is scheduled for September 16, 2010 at 9:00 am at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

## ATTENDEES

Bart Little	Parsons Brinkerhoff
Bruce Shewchuk	Parsons Brinkerhoff
Paul Elerick	CFST
Dale Dennis	PDMG
Jack Nelson	
Eduardo Montesino	UTU
Rahn Garcia	County Counsel
Bill Malone	CFST

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**5-8.b4**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**NOTICE OF ACTION TAKEN IN CLOSED SESSION  
MEMORANDUM**

DATE: September 10, 2010  
TO: Board of Directors  
FROM: Margaret Gallagher, District Counsel  
SUBJECT: Notification of Action Taken In Closed Session Regarding the Personal Injury Settlement with Juana Raya; Claim # 10-0006

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**Settlement of Juana Raya; Claim # 10-0006**

On August 13, 2010, in closed session the Board of Directors authorized two settlements for the incident that occurred on February 22, 2010 in Watsonville, California, in which a METRO bus collided with Ms. Phyllis Dias' garage. As a result, bus passenger Juana Raya sustained injuries. The Board of Directors authorized a settlement in the amount of Three Thousand Six Hundred Thirty Four and 14/100 Dollars (\$3,634.14) to Watsonville Community Hospital for the hospital charges incurred as a result of Ms. Raya's injuries and a settlement in the amount of Two Thousand Nine Hundred Forty Six and 42/100 Dollars (\$2,946.42) to Juana Raya to fully settle all claims related to Ms. Raya's medical condition and pain and suffering resulting from the accident.

The following directors authorized the settlement: Bustichi, Graves, Hagen, Hinkle, Leopold, Pirie, Robinson, Rotkin and Tavantzis. There were no Directors that opposed the settlement. Directors Rivas and Stone were absent.

Pursuant to this direction, a fully executed release was received from the claimant and two District warrants were issued; one in the sum of \$2,946.42 payable to Juana Raya and the other in the sum of \$3,634.14 made payable to Watsonville Community Hospital.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT: STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR SEPTEMBER 2010**

## I. RECOMMENDED ACTION

**That the Board of Directors accept and file the status report on active grants and submitted grant proposals as of September 15, 2010.**

## II. SUMMARY OF ISSUES

- Santa Cruz METRO relies upon grant funding from other agencies for more than 25% of its FY11 operating revenue and over 95% of its FY11 capital funding.
- A list of Santa Cruz METRO's active grants (Attachment A) and a list of grant proposals for new funds (Attachment B) are provided monthly in order to apprise the Board of the status of grants funding.
- Santa Cruz METRO has active grant awards totaling \$30,409,888 and applications for \$11,913,379 in new funds.
- Items in **bold** on Attachments A and B depict changes from last month's report.

## III. DISCUSSION

Santa Cruz METRO relies upon grants from a number of other entities throughout the year for operating and capital funding assistance. Programs such as the Transportation Development Act (TDA) and the Federal Transit Administration (FTA) urbanized area program annually allocate funds by formula while others such as the Monterey Bay Unified Air Pollution Control District's AB2766 Motor Vehicle Emissions Reduction Program and the California Department of Transportation (Caltrans) discretionary planning grants are competitively awarded based on merit. Santa Cruz METRO relies on both formula and discretionary grant revenue to support its operating and capital budgets.

This staff report is to apprise the Board of Directors of active grants funding current projects and proposed grants for new projects and ongoing operating costs. Attachment A lists all of Santa Cruz METRO's active grants with the award amount, the remaining balance and the status of the projects funded by the grant. Attachment B lists Santa Cruz METRO's open grant applications with a brief description, source and status of proposed funds.

#### **IV. FINANCIAL CONSIDERATIONS**

Active grant awards for operating and capital projects total \$30,409,888. Open grant applications request new funds totaling \$11,913,379.

Santa Cruz METRO received notice on August 19, 2010 of a grant award in the amount of \$100,000 from Caltrans for the Watsonville Transit Planning Study. Santa Cruz METRO also received notice on September 15, 2010 of a recommended grant award in the amount of \$200,000 from the Monterey Bay Area Unified Air Pollution Control District AB2766 Grants Program as part of the funding needed to complete the second CNG Storage Tank project. This award is contingent on securing \$1.492 million in additional funding through the FTA's Section 5308 Clean Fuels Grants Program, to which an application was submitted in June 2010 and the announcement of awards is expected October 2010.

#### **V. Attachments**

**Attachment A:** Santa Cruz METRO Active Grants Status Report as of September 15, 2010

**Attachment B:** Santa Cruz METRO Grant Applications as of September 15, 2010

# Attachment A

**Santa Cruz METRO Active Grants  
Status Report as of September 15, 2010**

#	Grant	Description	\$ Grant Awarded	\$ Grant Left to Spend	Funding Source	Grant Status
1	Prepare application for AMBAG	0	\$ -	\$ -	0	0
2	Prepare application for AMBAG	0	\$ -	\$ -	0	0
3	Prepare application for AMBAG	0	\$ -	\$ -	0	0
4	Prepare application for AMBAG	0	\$ -	\$ -	0	0
5	Prepare application for AMBAG	0	\$ -	\$ -	0	0
6	Prepare application for AMBAG	0	\$ -	\$ 100,000	0	0
7	Interns Grant	Give students experience in transit planning. Provide limited assistance to Santa Cruz METRO Planning staff	\$ 6,250	\$ 4,886	FTA 5304 through Association of Monterey Bay Area Governments (AMBAG)	Planning Intern started 6/21 for Summer 2010. \$ Grant Balance as of 6/30/10. Grant expires 6/30/11
8	Trapeze Pass IVR	Purchase and install Trapeze PASS-IVR to automatically notify ParaCruz clients of trip reservation to reduce missed trips and staff workload.	\$ 62,592	\$ 0	FTA 5317 through California Department of Transportation (Caltrans)	<b>Automated call-back in operation. Final invoice submitted 9/7 to Caltrans. Grant expires 9/30/10.</b>
9	Dispatch, Surveillance, Radio	Replace dispatch console, install video surveillance and upgrade the fleet mobile radio system (LMR).	\$ 440,505	\$ 382,759	FY08 California Transit Security Grant Program (CTSGBP) funds from California Emergency Management agency (Cal EMA)	Dispatch console purchased. Video equipment proposals due 9/20. Radio equipment proposals due 10/14. \$Grant Balance of 6/30/10. Expires 3/31/11.
10	Comprehensive Security & Surveillance	Continue video surveillance and LMR upgrade.	\$ 440,505	\$ 440,505	FY09 CTSGBP funds from Cal EMA	Radio equipment proposals due 10/14. \$Grant Balance as of 6/30/10. Expires 3/31/12.
11	Comprehensive Security & Surveillance	Continue video surveillance, LMR upgrade and install emergency generator.	\$ 440,505	\$ 0	FY10 CTSGBP funds from Cal EMA	Not received. Cal EMA approved Santa Cruz METRO's project for FY10 but does not have adequate bond sales revenue to make advance payment for the project. Expires 3/31/13.

# Attachment A

**Santa Cruz METRO Active Grants  
Status Report as of September 15, 2010**

#	Grant	Description	\$ Grant Awarded	\$ Grant Left to Spend	Funding Source	Grant Status
12	FY11 Operating Assistance	FY11 Transportation Development Act (TDA) revenue for public transit operations.	\$ 4,974,478	\$ 3,779,451	State Controller's Office (SCO) through Santa Cruz County Regional Transportation Commission (SCCRTC)	Grant funds paid quarterly. FY11 first quarter's payment received, but short. SCCRTC will request County to pay shortfall in September.
13	FY11 Operating Assistance	State Transit Assistance (STA) revenue for FY11 public transit operations.	\$ 2,801,550	\$ 2,801,550	SCO through SCCRTC	From "gas-tax swap" legislation. RTC transferred funds to Santa Cruz METRO on 9/8/10.
14	FY09 Operating/MetroBase const.	Operating Assistance and MetroBase construction funding.	\$ 4,753,504	\$ 1,108,062	FTA 5307 urbanized area formula funds and Small Transit Intensive Cities (STIC) funds for MetroBase construction.	FY09 transit operations completed 6/30/09. MetroBase construction funds to be drawn down after State funds expended. No expiration.
15	MetroBase Development	MetroBase design, right-of-way and construction. As of 9/15/10, funding from multiple years is reported within this single project rather than separately.	\$ 6,884,929	\$ 1,502,384	FY08, 09 funds from Prop. 1B Public Transportation Modernization and Service Enhancement Account (PTMISEA) through Caltrans	FY08, FY09 PTMISEA funds are being spent on MetroBase development. FY10 funds have not been received. \$ Grant Balance as of 6/30/10. FY11 CA Budget Bill includes three-year allocation of PTMISEA funds which would pay an estimated \$19.4 Million remaining funds to Santa Cruz METRO.
16	Pacific Station Land	Purchase land for Pacific Station (Metro Center) renovation.	\$ 884,000	\$ 622,905	California Department of Transportation (Caltrans) Traffic Congestion Relief Program.	Purchase contract for the Greyhound property signed 1/09/09. Santa Cruz METRO is negotiating terms of sale based upon decontamination plan. \$Grant Balance as of 6/30/10. Expires 6/30/13.
17	Pacific Station Land	Purchase Greyhound property for Pacific Station (Metro Center) renovation	\$ 1,457,667	\$ 1,457,667	FY05 FTA 5309 Bus and Bus Facilities program - legislative earmark.	Purchase contract for the Greyhound property signed 1/09/09. Santa Cruz METRO is negotiating terms of sale based upon decontamination plan. No expiration.
18	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 396,000	\$ 396,000	FY06 FTA 5309 Bus and Bus Facilities program - legislative earmark.	On hold pending Greyhound property purchase and recovery of the real estate market. No expiration.
19	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 490,000	\$ 490,000	FY08 FTA 5309 Bus and Bus Facilities program - legislative earmark.	On hold pending Greyhound property purchase and recovery of the real estate market. No expiration.
<b>Total</b>			<b>\$ 24,032,485</b>	<b>\$ 13,086,169</b>		



# Attachment B

## Santa Cruz METRO Grant Applications as of September 15, 2010

#	Application Date	Grant	Description	\$ Grant	Funding Source	Status of Award
1	April-10	FY10 Rural Operating Assistance	Operating assistance for public transit service in rural areas of Santa Cruz County.	\$ 156,618	Caltrans (FTA 5311)	To be awarded in September 2010 if Caltrans brings FTA 5311 program up to date.
2	March-10	FY10 FTA Operating Assistance		0 \$		0
3	June-10	FY09/10 Clean Fuels Grant Program	Clean Fuels Grants Program to provide partial funding for second CNG storage tank at Bus Fueling and Service facility.	\$ 1,492,855	FTA 5308	Awards to be announced October 2010
4	January-00	FY11 AB2766		0 \$		0
5	January-00	FFY10 Discretionary Bus/Facilities Program		0 \$		0
6	January-00	TIGER--2011		0 \$		0
7	January-00	DOT/HUD/Prop 84 Challenge Grants		0 \$		0
<b>Total</b>				<b>\$ 1,649,473</b>		

**5-10.b1**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT: STATUS REPORTS OF PROPOSED FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES**

## I. RECOMMENDED ACTION

**That the Board of Directors accept and file the status reports of proposed Federal and State legislation and current legislative issues through September 15, 2010.**

## II. SUMMARY OF ISSUES

- Status reports on Federal House of Representatives' and Senate's proposed legislation and related issues (Attachments A and B) are provided monthly to inform the Board of the status of legislation of interest to Santa Cruz METRO.
- This month's Federal reports reflect pertinent legislative issues and activities which occurred between August 18, 2010 – September 15, 2010. Congress returned from the August break on September 13, 2010 and will enter a "lame-duck" session following the November mid-term election and extending to January 2011.
- Status reports on the State Legislature's Assembly's and Senate's legislative issues and proposed legislation (Attachments C and D) are provided monthly to inform the Board of the status of State legislation of interest to Santa Cruz METRO. This month's report includes an update on relevant ballot issues.
- This month's State reports reflect the final legislative activities of the most recent two-year State term, which officially ended on August 31, 2010 (except for the State budget). A new two-year legislative session commences in January 2011.

## III. DISCUSSION

Santa Cruz METRO staff monitors and responds to Federal and State pending legislation on an ongoing basis. The purpose of this report is to inform the Board of Directors of the current status of all pending legislation that may be of interest to or have an eventual impact on Santa Cruz METRO and/or the transit industry as a whole. The attached Federal and State Legislation Status Reports are updated monthly for this purpose.

Both Federal and State legislative bodies took their annual breaks in the months of July and/or August this year. Activities on Capitol Hill resumed on September 13, 2010, but mid-term election campaigning can be expected to trump most legislative activity through the current

session and the post-election “lame-duck” session extending into January 2011, when newly elected legislators are sworn in. An effort to pass tax-related legislation (i.e. small business tax breaks, the “Bush tax breaks,” estate taxes and the alternative fuels tax credit) will be at the top of the current agenda and the Senate was expected to vote soon on the “small business jobs bill” at the time this report was compiled.

In addition, the President presented a \$50 billion front-loaded transportation infrastructure proposal—for building “highways, runways and railways”—during a Labor Day speech. Details of this proposal are not available yet and it is not clear if this measure would be in addition to a new long-term Surface Transportation Act, since the current extension of transportation funding (under the HIRE Act, passed earlier this year) expires on 12/31/10. Please see Attachments A and B for relevant information regarding Federal legislative issues and activity. Changes from last month appear in **bold**.

The California Legislature is at the end of a two-year session and will begin anew in January 2011. All legislation in the current term needed to pass by August 31, 2010 and must be signed by the Governor by September 30, 2010. Please see Attachments C and D for information on relevant issues, specifically ballot initiatives and legislation. Changes from last month appear in **bold**.

#### **IV. FINANCIAL CONSIDERATIONS**

As most potential legislation carries a fiscal impact, staff will report on a monthly basis of newly implemented federal and/or State legislation which financially impacts Santa Cruz METRO.

The September 15, 2010 Legislative Status Reports (Attachments A through D) do not contain newly implemented Federal or State legislation which financially impacts Santa Cruz METRO.

#### **V. Attachments**

- Attachment A:** Federal Legislative Issues and Status Report, September 15, 2010.
- Attachment B:** Federal House and Senate Bills Status Report, September 15, 2010.
- Attachment C:** State of California Legislative Issues and Status Report, September 15, 2010.
- Attachment D:** State of California Assembly and Senate Bills Status Report, September 15, 2010.

# Attachment A

## **Federal Legislative Issues and Status Report September 15, 2010**

### **Current Legislative Issues**

#### **Long Term Surface Transportation Act**

The House of Representatives passed the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2011 (THUD), or H.R. 5850, on July 29, 2010. This is a stand-in for a long-term surface transportation act and appropriates funding through the end of the federal fiscal year, or 9/30/11. The Act makes appropriations to the Department of Transportation (DOT) and Department of Housing and Urban Development (HUD). Its companion measure, S. 3644, is in the Senate Appropriations Committee.

**Update @ 9/15/10:** Congress is back in session after the August break. Much is up in the air regarding surface transportation funding. On Labor Day, the President announced proposed \$50 billion front-loaded long-term surface transportation infrastructure funding as a means to further stimulate the economy—without using the “stimulus” word. It is not clear if this would be separate from a long-term Surface Transportation Act. In the past, transportation funding has enjoyed strong bipartisan support, but Minority Leader Boehner is on the attack, taking the GOP party line that more infrastructure spending is deficit spending, despite proposed offsets that rescind oil company tax breaks. Democrat Ben Nelson of Nebraska has already said he will vote no, so there no 60-vote filibuster-proof majority. Nonetheless, a funding mechanism needs to be in place by 12/31/10, the expiration date of the current HIRE Act extension on transportation funding passed earlier this year.

#### **Alternative Fuel Tax Credits (i.e. CNG) or “Tax Extenders”**

The existing alternative-fuel tax credit which expired on 12/31/09 and was worth \$500,000 or more annually to Santa Cruz METRO, has surfaced in several forms in the past 18 months, but suffered another blow when the “Assistance to States” legislation was passed in mid-August. The offsets used to pay for this legislation were the same offsets planned to offset energy tax credits.

**Update at 9/15/10:** The American Public Transportation Association (APTA) stated on September 13, 2010 that “opportunities remain for the alternative fuels tax credit,” most notably in a “very large and comprehensive package of extensions and reforms.” There is a lot of interest on Capitol Hill in various tax measures being resolved during the current and upcoming lame-duck session, and it is prominent on the current congressional agenda for both parties, who are concerned with small business tax relief, extension of various tax cuts, estate taxes and energy tax legislation.

# Attachment B

Federal Bills House	Subject	Introduced	Status
<p><b>H.R. 5418 (McMahon, D-NY) Public Transportation Preservation Act of 2010</b></p>	<p>Authorizes emergency grants to designated recipients for operating costs of equipment/facilities. Prescribes a formula for apportionment of grant funds at up to 100% of the net cost of a project. Requires amounts apportioned to be used for operating expenses necessary to restore/prevent reduction in service and related workforce reductions, or to rescind all or a portion of a fare increase that: (1) occurs between 1/1/09-9/30/11; and (2) is due to decreased state or local funding or farebox revenue. See companion Senate legislation S. 3412 below.</p>	<p>5/26/2010</p>	<p>Possible fiscal impact on Santa Cruz METRO re: future service cuts. Read twice and referred to House Transportation and Infrastructure Committee at 7/28/10. <b>Update @ 9/15/10: Status-quo. May be affected by new chatter about Long-Term Surface Transportation Act and \$50 billion "infrastructure" package currently being bandied about.</b></p>
<p><b>S. 3412 (Dodd, D-Conn) Public Transportation Preservation Act of 2010</b></p>	<p>Authorizes emergency grants for the operating costs of equipment and facilities for use in public transportation projects. Sets the amount of the grant at up to 100% of the net cost of a project. Requires amounts apportioned to be used for operating expenses necessary to restore or prevent a reduction in public transportation service and related workforce reductions, or to rescind all or a portion of a fare increase that: (1) occurs between 1/1/09-9/30/11; and (2) is due to decreased state or local funding or farebox revenue. Authorizes a recipient which has not had a major reduction in public transportation service, or a fare increase as a result of decreased state or local operating funding, and will be able to avoid such reductions or increases through FY2011 without the funds made available by this Act, to use such funds to replace, rehabilitate, or repair existing transit capital assets used in public transportation.</p>	<p>5/25/2010</p>	<p><b>If passed, may result in emergency grant(s) of operating funds used specifically to offset a planned fare increase.</b> Read twice; to Senate Banking, Housing and Urban Affairs Committee @ 5/25/10; continue to monitor. <b>Update @ 9/15/10: Status-quo. May be affected by new chatter about Long-Term Surface Transportation Act and \$50 billion "infrastructure" package currently being bandied about.</b></p>

# Attachment C

## State of California Legislative Issues and Status Report September 15, 2010

### Proposition 22: Ban on State Borrowing from Local Governments

Proposition 22 proposes a constitutional amendment prohibiting the State from taking, borrowing or redirecting local taxpayer funds dedicated to public safety, emergency response and other vital local government services such as healthcare for children, seniors and the disabled. It also protects vital, dedicated transportation funds from being raided by the State. Proposition 22 would also prohibit the state from raiding Proposition 42 (public transit) funds, or taking the gasoline excise tax (called HUTA) for any purpose other than what was originally designated. Santa Cruz METRO's Board of Directors endorsed Proposition 22 on January 22, 2010.

**Update @ 9/15/10:** Proposition 22 is getting a great deal of statewide push-back, particularly from those who oppose directing any funds during a budget crisis to local redevelopment agencies, which are getting a lot of bad press. An association of *firefighters* called Proposition 22 "far too restrictive and deeply flawed" in a recent editorial. In southern California, the press is saying, "it's the wrong time for Proposition 22," expressing leering at implementation of a Constitutional Amendment tying the State's hands at this challenging economic time.

### Proposition 23: An Initiative to Suspend AB32, the Global Warming Act of 2006

This initiative proposes to freeze the provisions of AB32 until California's unemployment rate drops to 5.5% or below for four consecutive quarters. Proponents call Proposition 23 "a jobs bill for California." Opponents call it "the dirty energy proposition." When AB32 was signed, the unemployment rate in California was 4.8%. In January 2010, California's unemployment rate had crept over 12%. The last time that the unemployment rate in California was below 5.5% was in 2007. Proposition 23 has received large amounts of funding from out-of-state oil companies.

The California Legislative Analyst's Office has reported that the ratio of jobs lost due to the standards of AB32 versus jobs gained by its implementation is unknown at this point. In the immediate future, it may have a slightly negative impact, but will even out over time as the uses of green technology (and resulting jobs created) increase. In a June 2010 poll, 67% of Californians still supported AB32, but there is some confusion about Proposition 23 nonetheless.

**Update @ 9/15/10:** A Field Poll conducted in July 2010 showed that a plurality of voters (48% to 36%) are lining up against Proposition 23. Those polled who had no awareness of Proposition 23 lined up against it 50% to 31% after reading a summary of its official description.

# Attachment D

State Bills Assembly		Subject	Last Amended	Status
<b>AB 231 (Huffman)</b> Climate Protection Trust Fund	Requires California Air Resources Board (CARB) to adopt a schedule of fees to be paid by the sources of GHG emissions regulated pursuant to AB32. Requires revenues to be deposited in the Climate Protection Trust Fund and made available, upon legislative appropriation, for carrying out provisions of AB32.	8/9/2010	To Senate Appropriations @ 8/9/10 to Second Reading. <b>Update @ 9/15/10: Inactive @ 8/31/10, died in session.</b>	
<b>AB 569 (Emmerson)</b> Meal Periods: Construction and Transportation Industries	Specifies that provisions in the Industrial Welfare Commission's wage order do not apply to employees in construction, a commercial driver in the transportation industry or an employee in the security services industry if the following conditions are met: employee covered by valid collective bargaining agreement; the agreement provides for wages, hours and working conditions; and the agreement expressly provides for meal periods, binding arbitration of disputes regarding meal periods, wage rates for all overtime worked and a regular hourly wage not less than 30% more than the state minimum wage.	6/16/2010	Passed Assembly; to Senate on 5/21/09; to Senate Committee on Appropriations 6/24/10, passed; to Third Reading. <b>Update @ 9/15/10: Enrolled @ 9/8/10, sent to Governor for signature.</b>	
<b>AB 987 (Ma)</b> Transit Village Developments: Infrastructure Financing	Allows a local government to create an infrastructure financing district and use tax increment financing to pay for public facilities/amenities within a transit village development. Recasts the area for such a plan to include all land within 1/2 mile of entrance of public transit station. Requires transit village(s) to: include an increase in affordable housing or live-travel options for transit-needy groups; use at least 20% of revenues to increase, improve, preserve supply of low- and moderate-income housing for at least 55 years for rentals and 45 years for owner-occupied; replace units at affordable cost when needed. Eliminates need for voter approval of same, including issuance of bonds for implementing a transit village plan.	5/20/2010	To Senate Local Government Committee, passed 6/16/10; to Third Reading @ 6/17/10. <b>Update @ 9/15/10: Enrolled @ 9/3/10, sent to Governor for signature.</b>	
<b>AB 2098 (Miller)</b> Design-Build Contracts	Provides that a local transportation entity's project(s) may be approved by the California Transportation Commission (CTC) for design-build method of procurement, if consistent with Policy for Project Authorization under Design-Build Demonstration Program adopted in September 2009.	6/23/2010	Passed Assembly Transportation Committee 6/29/10; to Third Reading @ 6/30/10. <b>Update @ 9/15/10: Enrolled @ 9/10/10, sent to Governor for signature.</b>	

# Attachment D

State Bills		Subject		Status	
		Last Amended			
<b>AB 2313 (Buchanan)</b> CEQA: GHG Emissions	Establishes criteria to be used by a local agency to determine whether, under CEQA, a project may have a significant effect on GHG.	6/21/2010		To Senate 6/3/10; Senate Environmental Quality Committee, first reading cancelled @ 6/24/10. <b>Update @ 9/15/10: Died in session.</b>	
<b>AB 2324 (Perez)</b> Public Transit Facilities	Prohibits: a person from knowingly possessing specified weapons in a sterile area of a public transit facility; an unauthorized person from knowingly entering a restricted area (if posted) of a public transit facility, and; a person from intentionally avoiding submission to screening and inspection when entering or re-entering a sterile area of a public transit facility. Defines "sterile area" to mean any portion of a public transit facility that is controlled in a manner consistent with the agency's security plan. Increases penalties for repeat fare evasion offenders and for certain acts of passenger misconduct.	6/10/2010		To Senate 5/13/10; Senate Appropriations Committee @ 6/22/10; to Third Reading @ 8/3/10. <b>Update @ 9/15/10: Enrolled @ 9/9/10, sent to Governor for signature.</b>	
<b>AB 2509 (Hayashi)</b> Transit Village Plans: Educational Facilities	Adds educational facilities and other land uses providing direct linkages for people traveling to and from schools and colleges to the list of specified characteristics a transit village plan may address.	4/8/2010		To Senate 5/13/10; Senate Committee on Local Government, passed 6/16/10; moved to inactive file. <b>Update @ 9/15/10: Moved to inactive, died in session.</b>	
<b>AB 2516 (Hill)</b> Townhomes Located Near Public Transit	Requires 10% of all units in townhomes located within a half mile of a public transit station to have a full bathroom, kitchen and bedroom on the ground floor.	4/27/2010		5/19/10 Assembly Appropriations Committee, held under submission. <b>Update @ 9/15/10: Died in session.</b>	
<b>AB 2520 (Solorio)</b> Prop. 116 Projects	Authorizes project lead agency funded by Prop 116 to apply for a letter of no prejudice (LONP) allowing agency to expend its own funds for bond-funded components of project, subject to later reimbursement from bond proceeds under certain circumstances.	As introduced		Assembly Committee on Transportation 3/18/10. <b>Update @ 9/15/10: Died in session.</b>	



# Attachment D

State Bills	Subject	Last Amended	Status
<p><b>AB 2579 (Evans) Master Plan for Infrastructure Financing and Development Commission</b></p>	<p>Creates the Master Plan for Infrastructure Financing and Development Commission. Specifies that mission is to develop/recommend a plan for Governor and Legislature providing for financing, building and maintaining infrastructure necessary to meet needs of Californians through 2050. Intent is to provide long-term guidelines for California's infrastructure needs and a prioritized plan, including: projection of population, social/economic trends through 2050; assess state's capital needs for transportation, education, housing and water through 2050, including private capital and public financing needs; assess availability of public/private funds; assess value of dedicating future revenues to infrastructure (schools, transportation, etc.); recommend a financing plan for each 5-year interval, incorporate existing planning. Final report due 12/1/12. Commission dissolved after final report submitted.</p>	<p>4/19/2010</p>	<p>Assembly Appropriations Committee, to Suspend File @ 5/5/10; held under submission 5/13/10. <b>Update @ 9/15/10: Died in session.</b></p>
<p><b>AB 2703 (J. Perez) Federal Transportation Economic Stimulus Funds: Second Round</b></p>	<p>Allows Caltrans to make loans using money received by California from a second round of federal transportation economic stimulus funding for the purpose of advancing projects that otherwise would be funded from Proposition 1B transportation infrastructure bonds.</p>	<p>8/3/2010</p>	<p>To Senate @ 5/20/10; passed Transportation &amp; Housing Committee @ 6/13/10; to Senate Appropriations Committee @ 7/15/10; Second Reading; to Rules Committee @ 8/3/10. <b>Update @ 9/15/10: Died in session.</b></p>

# Attachment D

State Bills		Subject	Last Amended	Status
Senate				
<b>SB 10 (Leno)</b> Local Vehicle Assessment	Authorizes counties and San Francisco to impose a voter-approved local vehicle assessment at a rate not to exceed 2% of the market value of each motor vehicle or trailer coach registered within their jurisdictions for general revenue purposes if: the Board of Supervisors approves an ordinance by a 2/3rds vote, and; the assessment is approved by a majority of the electorate. Specifies no supplantation of state apportioned funds to counties and San Francisco, including under the Vehicle License Fee Law.	7/8/2009	Refused passage 3/22/10 and 8/12/10; two motions to reconsider @ 8/12/10. <b>Update @ 9/15/10: Continued to 8/31/10, then no further action. Died in session.</b>	
<b>SB 474 (Ducheny)</b> Innovative Contracting and Financing Pilot Programs	Requires CTC to provide annual consolidated report to Legislature on progress of the following pilot programs: public-private partnerships; design-build, and; design-sequencing. Requires lead agency in any such agreement to make a finding that use of alternative contracting/financing method(s) will provide any of the following benefits to the public when compared to traditional means: accelerates the completion date; produces savings in personnel or financial resources; results in lower costs to the users, or; brings financial resources to the project that would not otherwise be available.	7/6/2010	Passed Senate Appropriations Committee @ 8/5/10; to Third Reading 8/9/10. <b>Update @ 9/15/10: Enrolled 9/2/10, to Governor for signature.</b>	
<b>SB 518 (Lowenthal)</b> Parking	Any lease of real property a state entity enters into on or after 1/1/11 requires the cost of parking spaces as a separate line item. Establishes a menu of parking policy reforms with a scoring system. Allows cities/counties to adopt/implement measures to reduce/eliminate parking subsidies. Includes reforms in the following areas: eliminating/reducing minimum parking and establishing maximum parking requirements; greater development on existing lots; requiring all new employment contracts to charge full cost of employer-provided parking; requiring employers to offer public transit passes on a pre-tax basis; setting parking meter rates at market rate; installing meters in areas with shortages; establishing parking benefit districts to direct revenues to the community; allowing commuters to use surplus spaces in residential permit areas for a price, and; dedicating parking revenues to programs that reduce demand, including public transit. Requires CARB to consider making a city/county that adopts measures eligible to receive carbon reduction credits and gives extra points on state competitive loan and grants programs to agencies that reach a certain points threshold.	6/21/2010	Passed Assembly @ 8/5/10; passed Senate Appropriations; Senate concurs to Assembly amendments; to enrollment (Governor) @ 8/11/10. <b>Update @ 9/15/10: Enrolled @ 9/2/10, to Governor for signature.</b>	

# Attachment D

State Bills	Subject	Last Amended	Status
<p><b>SB 1006 (Pavley) Climate Change: Strategic Growth Council</b></p>	<p>Requires Strategic Growth Council to provide guidelines, distribute data and information to local governments and regional agencies to assist in developing/implementing climate change adaptation strategies, projects or activities.</p>	<p>6/21/2010</p>	<p>Senate Appropriations Committee @ 6/29/10; passed Appropriations Committee @ 8/13/10. <b>Update @ 9/15/10: Enrolled @ 9/3/10, to Governor for signature.</b></p>
<p><b>SB 1268 (Simitian) Electronic Toll Collection Systems</b></p>	<p>Prohibits a transportation agency from selling/providing personally identifying information of a person obtained pursuant to a person's participation in an electronic toll collection system, subject to specified exemptions. Requires transportation agency that employs electronic toll collection equipment to establish a privacy policy regarding personally identifiable information collected. Must include: the types of information collected; categories of third-party entities with whom the agency may share information; the process by which the agency notifies users of material changes to the privacy policy; the effective date of the policy; the process by which a user may review/change to personally identifiable information. Allows agency to store for 6 months maximum (or 60 days after the transaction is completed, whichever comes first) only the information required to perform account functions. Allows a person whose information has been sold or provided legal recourse.</p>	<p>8/2/2010</p>	<p>Assembly Appropriations Committee @ 7/6/10; passed Appropriations @ 8/5/10; Third Reading @ 8/9/10. <b>Update @ 9/15/10: Enrolled @ 9/3/10, to Governor for signature.</b></p>
<p><b>SB 1371 (Lowenthal) Federal Transportation Economic Stimulus Funds: Second Round</b></p>	<p>Requires Caltrans to work with local agencies to develop list of potential projects that may be under contract within 90 days of award of second round of federal economic stimulus funds to the state. Requires Caltrans to assess whether a project is included in the F/TIP (transportation improvement program); has completed applicable state and federal environmental reviews, and; would have sufficient funding from other sources to complete w/ stimulus funds.</p>	<p>6/16/2010</p>	<p>Sent to Assembly @ 6/1/10; Assembly Appropriations Committee passed 6/30/10; Third Reading @ 8/12/10. <b>Update @ 9/15/10: Enrolled @ 9/8/10, to Governor for signature.</b></p>

# Attachment D

State Bills	Subject	Last Amended	Status
<p><b>SB 1445 (DeSaulnier)</b> Regional Blueprint Plans</p>	<p>Requires the Planning Advisory and Assistance Council in the Office of Planning and Research to work with the Strategic Growth Council, regional agencies, cities, and counties to facilitate/implement Regional Blueprint Plans, state growth and infrastructure funding plans, and programs that facilitate the regional blueprint. Imposes a vehicle registration surcharge of \$1. Requires DMV to distribute 1% net revenues to Planning Advisory and Assistance Council and the remaining net revenue to MPOs and COGs based on the amount collected in each jurisdiction. Requires MPOs, COGs and Transportation Planning Agencies (TPAs) to use revenues to: develop/implement sustainable communities strategy, regional blueprint plan or rural transportation plan element consistent w/Caltrans guidelines, and; to provide grants to cities, counties and congestion management agencies for planning and projects related to the implementation of a regional blueprint.</p>	<p>8/2/2010</p>	<p>To Assembly @ 6/3/10; to Appropriations Committee @ 7/1/10; passed 8/13/10. <b>Update @ 9/15/10: Enrolled @ 9/2/10, to Governor for signature.</b></p>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU, DBA JESSICA'S GROCERY STORE, FOR LEASING SPACE IN THE WATSONVILLE TRANSIT CENTER AND ON-SITE JANITORIAL, MAINTENANCE AND MANAGEMENT DUTIES**

## I. RECOMMENDED ACTION

Authorize the General Manager to execute a Lease Agreement with Ali Gharahgozloo and Jessica Hsu d/b/a Jessica's Grocery Store, Inc. for leasing space in the terminal building at the Watsonville Transit Center for a convenience store and the performance of on-site janitorial, maintenance and management duties.

## II. SUMMARY OF ISSUES

- Ali Gharahgozloo and Jessica Hsu have operated the Convenience Store located in the terminal building at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the on-site janitorial, maintenance and management duties at the Center.
- The METRO Lease Agreement currently in effect is set to expire on September 30, 2010.
- METRO staff issued a Request for Proposal for the lease space, which included a request to perform the janitorial, maintenance and management functions at the Center. Mr. Gharahgozloo and Ms. Hsu were the only proposers to respond.

## III. DISCUSSION

Ali Gharahgozloo and Ms. Hsu have operated a Convenience Store at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the maintenance and the on-site manager duties. They have been required to keep the entire Center clean and free from debris. Additionally, they are required to have a responsible adult on-site at any time that the Center is open.

Under a new 5-year lease, Mr. Gharahgozloo and Ms. Hsu are proposing to lease the space for the current rent amount, \$1,521.74 per month beginning October 1, 2010. The leased space consists of approximately 450 square feet.

Mr. Gharahgozloo and Ms. Hsu are requesting the same monthly income of \$4,426.90 per month for the on-site janitorial, maintenance and management duties.

**5-12.1**

There is a cost-of living adjustment built into the lease for both the rent and the janitorial and management expenses, to be no less than 1% and not to exceed 5%, on the one-year anniversary date of the Lease, or on 10/1/11.

Any agreement with Mr. Gharahgozloo and Ms. Hsu will be for a maximum period of 5 years in order to comply with federal law.

#### **IV. FINANCIAL CONSIDERATIONS**

For the on-site janitorial, maintenance and management duties the Transit District will pay \$4,426.90 per month and will receive \$1,521.74 in rent per month for the first year of the Lease term.

#### **V. ATTACHMENTS**

**Attachment A:** Specifications for Lease of Space (The proposed standard Lease is on file at METRO's Administrative Offices)

# Attachment A

## PART II

### SPECIFICATIONS FOR LEASE OF SPACE

#### 1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from tenant-proposers to lease one retail space, located at the Watsonville Transit Center, 475 Rodriguez Street, Watsonville, California.

#### 2. GENERAL INFORMATION

The bus terminals and public restrooms are open from 7:00 a.m. – 9:00 p.m., seven days a week, all year round except for Christmas, Thanksgiving and New Year's Day.

Available space:

Watsonville Transit Center, 475 Rodriguez Street, Watsonville, California:

- A. 582 square feet space, comprised of the following:  
440 sq. ft./retail space (currently a convenience store); 52 sq. ft./storage; and 90 sq. ft./ ticket area.
- B. Electricity available at Tenant's cost.
- C. Five year lease term
- D. Tenant will be responsible for selling bus tickets and providing janitorial services for the transit center.

If you are interested in submitting a proposal, please send an original proposal to:

Santa Cruz Metropolitan Transit District  
Attention: Legal Department  
110 Vernon Street  
Santa Cruz, CA 95060

**Last day to submit a proposal will be 5:00 p.m., July 31, 2010.** Questions about the facilities may be directed to Sheldon Njaa, Supervisor of Facilities Maintenance at (831) 426-6080, ext. 1202.

#### 3. PROPOSAL REQUIREMENTS

You must include the following documents with your proposal:

- 3.1 Business Proposal.** Prospective Tenant shall submit a proposal describing the proposed type of business offered for District consideration, including a list of personal property inventory for use on lease premises.
- 3.2 Business Plan.** Prospective Tenant must submit a business plan including the anticipated expense and income sheets and documentation establishing that there is sufficient capital for the business to be viable for at least 1 year. Include a menu (if applicable), and a copy of business license (if applicable).
- 3.3 Business Resume.** Resume of work experience and businesses operated including beginning and ending dates, for last five (5) years.
- 3.4 Business Records.** Most recent balance sheet from current or last business owned/operated. (Profit and Loss Statement). Provide at least a two-year Profit or Loss projection for the business. Use the attached form or a similar format. Provide a detailed list of startup costs and identify the sources of financing to provide for startup in this space, operating costs, and any projected losses. If the business involves a franchise, supply a copy of the agreement, and information on the financing of the franchise purchase.
- 3.5 Schedule.** Estimate the time it will take to make tenant improvements and open for business.

# Attachment A

- 3.6 Tax Returns.** Most recent personal income tax return.
- 3.7 Qualifications/Experience.** Submit a statement of qualifications providing information on general experience, qualifications of proposed staff, resources available and prior history of satisfactory service.
- 3.8 Space Use.** Provide a conceptual drawing of your proposed use of the space.
- 3.9 Hours of Operation.** List your proposed operating hours.
- 3.10 Conflict of Interest.** Prospective Tenant shall disclose any financial, business or other relationship with the METRO or any of its officers or officials that may have an impact upon the outcome of the award of this RFP.
- 3.11 Proposed Lease Agreement.** Prospective Tenant's proposal shall be based on the requirements set forth in the "Proposed Lease Agreement" included in this RFP. The final agreement between the District and the Tenant shall be in substantially the same form and content as the "Proposed Lease Agreement" included herein.
- 3.12 Signed Proposal.** The proposal shall be signed by an official authorized to bind the Prospective Tenant and shall contain a statement to the effect that the proposal is a firm offer and shall not be withdrawn for a ninety (90) day period. Proposal shall state the name, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the Prospective Tenant.
- 3.13 References.** The prospective Tenant shall provide three business reference letters from individuals or business entities familiar with Contractor's business abilities.
- 3.14 Past, Present and Pending Legal Actions.** Prospective Tenant shall list all legal actions, including parties and outcome(s), which the prospective tenant has been a party during the last five (5) years.
- 3.15 Rental Fee Proposal.** Prospective Tenant shall provide a proposed Monthly Rental Fee to be paid to District for the space with a minimum bid of **\$750.00**. The prospective tenant shall also provide the amount of security deposit that it is willing to provide.
- 3.16 Business Proposal.** Tenant-proposer shall submit a Business Proposal and Plan which shall set forth the type of business the Tenant-proposer is planning to open if selected, including its operations' plan, financing and personnel. The proposed business should not conflict with any other business at the transit center and should be an amenity or store that METRO's employees and customers would find attractive, necessary or be of interest to them.
- 3.17 Application.** Tenant-proposer shall submit completed Tenant Application with required documents attached. (See Section III).

## **4. REQUIRED JANITORIAL, ON-SITE MANAGEMENT, CUSTOMER SERVICE AND OTHER DUTIES**

- 4.1 RESTROOMS (minimum of four times daily – 8am/11am/4pm/7pm)
- 4.1.1 Clean restrooms. Keep restrooms in an orderly and clean state.
  - 4.1.2 Clean and sanitize toilets and sinks.
  - 4.1.3 Provide and stock restroom supplies as needed.
  - 4.1.4 Clean fixtures (e.g., hand dryer, trash receptacles).
  - 4.1.5 Empty trash receptacles and women's sanitary napkin container.
  - 4.1.6 Scrub and sanitize walls. Remove mold from tiles.
  - 4.1.7 Clean mirrors.
  - 4.1.8 Sweep and mop floors.
  - 4.1.9 Scrub doors and partitions and polish metal surfaces.
  - 4.1.10 Scrub entry doors and adjacent areas.
  - 4.1.11 Remove all graffiti immediately. If unable to remove, report to Facilities Maintenance



# Attachment A

## 4.2 TRANSIT CENTER LOBBY (Minimum two times daily – 11am/7pm)

- 4.2.1 Keep public Transit Center lobby in an orderly and clean state
- 4.2.2 Empty trash receptacles.
- 4.2.3 Spot mop floor (use "Wet Floor" signs as necessary).
- 4.2.4 Safety-check auto doors.
- 4.2.5 Remove all graffiti and posters from lobby.
- 4.2.6 Clean interior glass and doors.
- 4.2.7 Clean interior ledges.
- 4.2.8 Clean benches, tables, and chairs.
- 4.2.9 Sanitize public conveniences, e.g., drinking fountains and pay phones.
- 4.2.10 Clean and Sanitize Drivers' lounge, bathrooms and hallway

## 4.3 BUS AREAS AND PARKING LOT AREA. (Minimum two times daily – 8am/4pm)

- 4.3.1 Empty parking lot trashcans and recycling cans.
- 4.3.2 Make sure pedestrian areas are kept clean and safe.
- 4.3.3 Remove trash from landscaping and sidewalk area.
- 4.3.4 Clean sidewalk area around facility (**minimum two times weekly, and as needed to maintain cleanliness – in evenings**). Steam cleaning or pressure washing preferred and in accordance with District's storm water pollution prevention program.
- 4.3.5 Keep dumpster area clean and sanitized.
- 4.3.6 Clean and sanitize passenger island, walkways and waiting areas.
- 4.3.7 Facilitate trash and recyclable removal

## 4.4 ON-SITE MANAGEMENT AND CUSTOMER SERVICE

- 4.4.1 Report any problems to the District's Facilities Maintenance Department at 426-6080 ext. 117. Leave a message if calling when the office is closed.
- 4.4.2 Ensure that all doors to facility, clocks, and lighting are functioning properly. Contact the District's Facilities Department if there are any problems.
- 4.4.3 Make sure all trash receptacles are clean and in good condition; report all damage.
- 4.4.4 Report immediately any vandalism, or any graffiti that cannot be removed from walls, benches, or signage, including the bus and public parking areas of the facility.
- 4.4.5 Provide bilingual (English and Spanish) transit information regarding routes and schedules and sell transit bus tickets to customers. Provide support services for District transit customers and the public which shall include, but not be limited to, lost and found, stocking and maintenance of change machine, opening and closing of trash enclosure for collection access, assuring operating availability of public telephones
- 4.4.6 Provide and/or facilitate Monterey-Salinas Transit Authority, Greyhound Lines, Inc. and any other public or private transit service utilizing the transit center ticket sales, baggage and freight and tour booking services. Tenant shall throughout the term of the Lease, contract with Greyhound Lines, Inc. to provide Greyhound agent services including ticket sales, baggage and package handling and sales, tour bookings, general information, and other requirements of Greyhound Independent Contractor Agreement. If the Greyhound duties are not performed adequately, the District may consider the Tenant in default of the Lease and terminate the lease.
- 4.4.7 Open the transit center terminal building at 7:00am and close it at 9:00pm
- 4.4.8 Lost and Found services shall include the acceptance of items identified as lost or found on the transit systems serving the premises, the identification and safe storage of those items, the assistance in returning the items when requested to the actual owner of the property. Tenant will follow and comply with the District's Lost and Found Policy which shall be provided to Tenant.
- 4.4.9 Tenant shall stock and assure proper operation of change machine provided by the District.
- 4.4.10 Tenant shall monitor the operation of the information phone if and when installed by the District in the lobby and pay phones provided throughout the transit center.
- 4.4.11 All persons providing services pursuant to this Lease Agreement shall be properly trained and demonstrate competence and customer sensitivity in the tasks as they are performed.

# Attachment A

- 4.4.12 Record, and report to METRO staff any complaints, suggestions and/or comments from other tenants.
- 4.4.13 Records and report violations of laws and agreements by Tenants and members of the public.

## 4.5 ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 4.5.1 Interested contractors may contact Sheldon Njaa, Supervisor of Facilities Maintenance at (831) 426-6080, ext. 1202 to arrange for a pre-proposal walk-through of the job site.
- 4.5.2 Contractors must specify on their proposal any aspects of the specifications that they do not intend to cover or perform as part of their offer.
- 4.5.3 Ensure compliance with applicable agreements, rules and laws for use of METRO property by adjacent property owners, entities and tenants.

## 5. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria, which are listed in order of importance:

CRITERIA	POINTS
A. Rental Fee	35
B. Business Proposal and Plan	30
C. Prior Business Experience & References:	30
D. DBE (Disadvantaged Business Enterprise) Participation	5
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## 6. SELECTION PROCEDURES

Proposals will be evaluated by METRO to determine which proposal, if any should be accepted in the best interest of METRO. METRO at its sole discretion reserves the right to accept or reject proposals submitted and to waive minor irregularities and to request additional information required to fully evaluate a proposal.

**Proposals will not be publicly opened and will be kept strictly confidential during this process. Proposals will become public record once a lease has been awarded.**

An Evaluation Committee shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal that clearly is the most advantageous offer and is in the best interest of METRO. If so, METRO may proceed with an award to that Tenant-proposer. It is pointed out that nothing in these procedures shall be interpreted to require METRO to award a lease for the space.

As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range.

Tenant-proposers' proposals that fall within the competitive range may be invited to participate in interviews. Each may be invited for an interview with the Evaluation Committee to discuss all aspects of the proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the lease, improve the technical aspects of the offer in an effort to better meet specifications and/or question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of METRO. METRO will not be liable for any costs incurred by the proposers in connection with the interview (i.e. travel, accommodations, etc.). METRO reserves the right to request clarification of information submitted and/or request additional information of one or more proposers.

All proposals shall remain valid for ninety (90) days after submittal due date.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE FOR THE PROPERTY LOCATED AT 115 DUBOIS STREET TO BEGIN ON JANUARY 1, 2011 AND EXPIRE ON DECEMBER 31, 2013**

## I. RECOMMENDED ACTION

Authorize the General Manager to execute a new Lease between the Santa Cruz Metropolitan Transit District and the 1977 Iuliano Trust for the property located at 115 Dubois Street, for a term to begin on January 1, 2011 and expire on December 31, 2013.

## II. SUMMARY OF ISSUES

- The Santa Cruz Metropolitan Transit District (METRO) has an existing lease with the 1977 Iuliano Trust for the lease of the property located 115 Dubois Street for bus parking and storage.
- The lease term expires on December 31, 2010 and does not provide for an option to extend the Lease.
- METRO anticipates that it will continue to need the bus parking and storage space for the next three years.
- METRO staff discussed the possibility of entering into a new Lease for this property Nick Iuliano to negotiate a new lease term. Mr. Iuliano was amenable to such an agreement and provided a signed Commercial Lease, based on the same terms and conditions as the current Lease.

## III. DISCUSSION

METRO currently leases the property located at 115 Dubois Street for extra bus parking. The lease expires on 12/31/10 and does not include an option to extend the Lease.

There is a need for METRO to continue to lease this property for bus parking for the next three years, or until the end of 2013.

METRO staff spoke to the owner of the property, Nick Iuliano and negotiated a new Lease to begin 01/01/11 and terminate on 12/31/13, a period of three years on the same terms and

conditions of the current Lease. Mr. Iuliano reported that the ownership of the property is no longer in a Trust, but is now IULIANO LLC #2. A Commercial Lease signed by Nick Iuliano, General Manager of LLC#2 is attached as Attachment A for the Board's review.

#### **IV. FINANCIAL CONSIDERATIONS**

The monthly rent for the first year will be \$3,271.61, with cpi increases every year thereafter, no less than 3% and not to exceed 6%

#### **V. ATTACHMENTS**

**Attachment A: Draft Commercial Lease**

# Attachment A

## COMMERCIAL LEASE

This commercial lease is made at Santa Cruz, California, and is effective once signed by the parties set forth below. The Parties to this commercial lease are IULIANO LLC # 2, (hereinafter called "Landlord") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called "Tenant").

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, upon the terms and conditions hereinafter set forth, those certain premises of un-developed usable land located on Landlord's real property which is situated on Assessors Parcel Number 001-033-04, also known as 115 Dubois Street, Santa Cruz, Santa Cruz County, California.

Now, therefore, the parties hereto, incorporating the above recital as part of their agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, agree as follows:

## AGREEMENT

### 1. TERM.

The term of this Lease shall be THREE (3) years which shall commence on January 1, 2011, and expire on December 31, 2013.

### 2. RENT.

Tenant shall pay to Landlord as the rent for the Premises at 115 Dubois Street, Santa Cruz, California, Three Thousand Two Hundred Seventy One Dollars and sixty one cents (\$3,271.61) per month plus all real property taxes (actual tax bill each year), and 100% of any assessments levied by the County or City of Santa Cruz, commencing on the Commencement Date, and payable on the first day of each and every month thereafter. The monthly rent shall be prorated for the first and last months of the term of this Lease should the Commencement Date not fall upon the first day of a calendar month. All rental payments shall be in lawful money of the United State of America, without deduction or offset whatsoever.

### 3. RENT ADJUSTMENT.

The minimum monthly rent provided for in Paragraph 2, above, shall be subject to adjustment at the end of each year during the Lease term, including any extension thereof, beginning twelve (12) months from the Commencement Date of the lease term, (the "Adjustment Date"), according to the following: The base for computing the CPI Adjustment is the Consumer Price Index (All Items) for All Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Area based on the standard reference base of 1982-1984 equals 100, as published by the U.S. Department of Labor's Bureau of Labor

# Attachment A

Statistics, ("CPI") adjusted to the publication date which is the date nearest the commencement date of this Lease, herein called the "base figure".

The CPI for the adjustment date shall be that CPI which is published prior to but nearest the adjustment date. In no event shall the adjusted increase be less than 3% or more than 6% each year at the anniversary date of the Lease.

The increase in the minimum monthly rent or base rent, as provided herein, shall be payable monthly on the first day of each and every month commencing on the thirteenth month of the Lease term, and ending on the last day of the lease term, subject to subsequent adjustments after the thirteenth month. In no event, however, shall the minimum monthly rent be less than the monthly base rent from the previous year, plus all applicable property taxes and assessments.

#### 4. LATE PAYMENT.

In the even that any monthly payment is delinquent for a period of five (5) days or more, Tenant shall pay to Landlord as and for a late payment the sum of ten percent (10%) of the delinquent monthly rental payment which shall be payable with the delinquent monthly rental payment.


#### 5. TAXES ON THE PREMISES.

Tenant hereby agrees to be solely responsible for all of the real property taxes (actual tax bill) and 100% of any and all assessments levied by the County of Santa Cruz or any other governmental agency against Landlord's real property and improvements thereon during the term of the Lease. The actual tax bill will be mailed to Tenant within thirty days (30) prior to the actual due date of each installment. Tenant shall be responsible to pay 100% for any increases in real property taxes arising out the Tenant's leasehold improvements, whether or not of a permanent nature.

If this Lease expires prior to the determination date of the Lease, any amount of such taxes and assessments for the last year in which the expiration of the Lease occurs, Tenant shall nevertheless, promptly pay such percentage following notice from landlord appropriately prorated for the portion of the Lease term that falls within such last year.

#### 6. USE.

The Premises are to be used for the storage of buses and vehicles for the Santa Cruz Metropolitan Transit District (Tenant), and other related uses. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor act done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premise, which are or may hereafter be enacted or promulgated by any public authority, or cause a cancellation of any insurance policy covering the property or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be

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# Attachment A

prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the premises, or any public or private nuisance, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose, or for sleeping or residential purposes.

## 7. ASSIGNMENTS AND SUBLETTING.

Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:

(i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.

(ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by the Lease is not thereby impaired or diminished:

(iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant:

(iv) As to subletting, landlord shall receive One Hundred Percent (100%) of the gross rent paid by an assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease:

(v) Tenant reimburse landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.

If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least thirty (30) days but not more than sixty (60) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

B. Landlord agrees that Tenant may vacate the Premises upon the completion of the MetroBase Fleet maintenance facility by providing Landlord ninety (90) days prior to vacating the premises a written notice to that fact. Tenant shall surrender the Premises in a clean and neat condition. Tenant may remove any equipment it brought onto the premises during the Lease Term. If the removal of such equipment causes any damage to

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# Attachment A

the Premises, Tenant must repair the premises at its sole cost and expense. Upon vacation of the Premise, Tenant shall have no further right, title, interest, or obligation to Landlord or to Assignee pursuant to this Lease Agreement.

## 8. REPAIR AND ALTERATIONS.

Tenant at his/her sole cost will make any improvements necessary to occupy the premises. This includes and does not limit those improvements to grading, plans, permits, driveway approach, fencing, drainage, erosion control, etc. landlord shall have the option to deny, change or approve plans for improvements prior to the contract of any of the above mentioned.

Tenant agrees by taking possession of the Premises that he/she will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by the Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first obtained, and consent for same shall not be unreasonably withheld by landlord.

It is Tenant's sole responsibility at all times during the term hereof, to maintain the Premises including any and all improvements which includes and does not limit any upkeep of the driveway approach, fencing, drainage etc.

## 9. BANKRUPTCIES AND INSOLVENCY.

The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within (60) sixty days from the date of filing, shall constitute a default under this Lease.

## 10. RECEIVERSHIP.

Either the appointment of a receiver to take possession of all, or substantially all, of the assets of any Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of any Tenant which remains in effect for more than sixty (60) days, or a general assignment by any Tenant for the benefit of creditors, shall constitute a breach of this Lease by Tenant.

## 11. DEFAULT AND REMEDIES.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) The vacating or abandonment of the Premises by Tenant (which shall be conclusively presumed if Tenant leaves the Premises closed or unoccupied continuously for thirty (30) days.

  
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# Attachment A

(ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder as and when due and after five (5) days written notice to Tenant by Landlord to pay same.

(iii) The occurrence of an event described in Paragraphs "Bankruptcy and Insolvency" and "Receivership", hereof.


(iv) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in subparagraph (ii) and (iii), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from landlord to Tenant.

In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy, which Landlord may have by reason of such default or breach:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to expenses of re-letting, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by a court having jurisdiction of the unpaid rent which had been claimed after termination until the time of such award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; the worth at the time of such award of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and the portion of any real estate commission payable by Landlord applicable to the un-expired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of retaking possession of the Premises and recovering from Tenant the amount specified in this subparagraph (i), or proceeding under subparagraph (ii). For purposes of this subparagraph (i), the term "worth at the time of such award" shall have the meaning provided in Section 1951.2 (b) of the California Civil Code.

(ii) As provided in Section 1951.4 of the California Civil Code, maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iii) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California.

  
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# Attachment A

## 12. ATTORNEY'S FEES.

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of 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 his costs of suit, whether or not the suit proceeds to final judgment. A Party not entitled to recover his 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 his costs of attorney's fees.

## 13. WAIVER.


The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted regardless of landlord's knowledge of such preceding breach at the time of acceptance of such rent.

## 14. LIENS

Tenant shall keep the Premises free of any liens arising out of work performed, material furnished or obligations incurred by Tenant.

## 15. INSURANCE.

(i) During the Lease term, Tenant shall, at its own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, and in good standing with the Insurance Commissioner of California, that will name Tenant and Landlord as insured under said policy (and such other persons, firms or corporations as are designated by Landlord and agreed to by Tenant) against liability for injury to persons and property and for death of any person or persons occurring on or about the premises. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) bodily injury and Five Hundred Thousand Dollars (\$500,000.00) for property damages. Notwithstanding the above, Tenant may be self insured up to Two Hundred Fifty Thousand (\$250,000.00). During the Lease term, Tenant shall maintain in full force on all of its equipment on the Premises, a policy or policies of fire insurance with standard extended coverage endorsement, to the extent of at least eighty percent (80%) of their insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair of any equipment so insured. Landlord shall have no interest in the insurance upon Tenant's equipment and will sign all documents necessary or proper in connection with the settlement of any claim or loss by Tenant. Tenant shall provide landlord with copies of all policies, required under subparagraphs(i) and (ii), including in each instance an endorsement in a form acceptable to landlord, providing that such insurance shall not be canceled except after (30) thirty days written

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# Attachment A

notice to Landlord. Notwithstanding the above, Tenant may be self insured up to Two Hundred Fifty Thousand (\$250,000.00).

(ii) Tenant shall be responsible for carrying their own Liability Insurance with a minimum of One Million Dollars (\$1,000,000.00), as long as this Lease is in effect.

(iii) Landlord hereby releases Tenant, and Tenant hereby releases landlord, from any and all claims or demands for damages, loss, expense or injury to the Premises, or person property or other property of either Landlord or Tenant in, about or upon the Premises adjoining property as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance claimed by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent of the insurance recovery.

## 16. CONDEMNATION.


Should the whole or any part of the Premises be condemned and taken by any competent authority for any public or quasi-public use or purpose, or should Landlord make a conveyance in lieu thereof, all awards payable on account of such condemnation and taking or conveyance shall be payable to Landlord, and Tenant hereby waives all interest in or claim to said awards, or any part thereof.

If the whole of the Premises shall be so condemned and taken or conveyed, then this Lease shall terminate.

If a part only of the Premises is so condemned and taken or conveyed, and the remaining portion thereof is not suitable for the purposes for which Tenant has leased said Premises, Tenant shall have the right to terminate this Lease. If by such condemnation and taking a part only of the Premises is taken, and the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the value of the portion taken as it relates to the total value of the Premises.

## 17. WAIVER OF REDEMPTION BY TENANT, HOLDING OVER.

Tenant hereby waives for Tenant and for all those claiming under Tenant, all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right to occupancy of the leased Premises after any termination of this Lease. If Tenant holds over the term hereof, with the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof, or an extension for any further term, and in such case rent shall be payable in the amount and at the time specified in Paragraph "Rent", above, including adjustments for real property, tax and assessments. Such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein.

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# Attachment A

## 18. RULES AND REGULATIONS.

Landlord shall have the right from time to time to adopt reasonable rules and regulations for the use of the premises by Tenant and Tenant's agents, employees, customers and other invitees who agree to abide by each and every rule and regulation upon notification by Landlord.

## 19. HAZARDOUS MATERIALS.

Tenant in possession shall be solely responsible for the cleanup and other requirements of all governmental agencies for hazardous materials located on or within the premises which were brought onto the property by the Tenant in possession during the Lease term, except for any hazardous material brought on or used by Landlord, his invitees or non-tenant related third parties.

Upon the termination of the Lease, Tenant will cause an Environmental Assessment Phase II analysis of the Premises to be completed. Tenant shall provide Landlord with the results of the completed analysis. If the analysis demonstrates that METRO's presence and/or METRO's activities on the premises caused hazardous materials to be located on the premises, METRO shall clean up the hazardous materials in accordance with federal and state law.

As used in this Lease, the term "hazardous materials" shall mean any substance or material which has been determined by the State of California, the federal government, the City of Santa Cruz, or any agency of said governments, to be capable of posing a risk of injury to health, safety and property, including but not limited to all of those materials and substances designated as hazardous or toxic by the Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the Department of Transportation, the Department of Agriculture, the Consumer Products Safety Commission, the Department of Health, Education & Welfare, the Food & Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "hazardous materials" shall include all of those materials and substances defined as "toxic materials" in Sections 66680 through 66685 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as the same may be amended from time to time.

Tenant shall promptly comply with all laws related to hazardous materials, including any and all required monitoring and record keeping, and any orders of a governmental authority requiring the clean-up and removal of hazardous materials from the Premises. If the Premises, or any part thereof (including the soil, surface water, ground water or the air in or about the Premises), becomes contaminated through Tenant's actions by any hazardous material, Tenant shall promptly at its sole cost take all action necessary to clean up and remove such contamination and restore the Premises to the condition existing immediately prior to the existence of such hazardous materials about the Premises. Tenant's obligations under this Paragraph shall survive Lease termination. Tenant shall immediately notify Landlord in writing if Tenant causes or permits any

# Attachment A

hazardous material to be used or kept on or about the Premises or knows or has reasonable cause to believe that any hazardous material has come to be located on or about the Premises or discovers the existence of any hazardous material on or about the Premises. Tenant shall be solely responsible for the cost of any required clean up and removal of hazardous materials and/or toxic wastes which have been placed or left upon the Premises by Tenant after the date of execution of this Lease or prior lease. Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any and all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenant's actions, herein collectively referred to as "Claims":

(i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenant's actions including, but not limited, to, Claims for additional clean-up of the Premises; and

(ii) Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants' or Subtenants' actions.

Any and all hazardous waste materials shall be stored above ground in tanks or other suitable containers and shall be disposed of by Tenant. The cost of manufacture of the system, storage, transportation, and disposal shall be the sole cost of Tenant.

## 20. DEFINED TERMS.

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there is more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant, shall be joint and several. The marginal headings or titles to the Paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

## 21. HEIRS.

Subject to the provisions hereof relating to assignment, mortgaging, pledging and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

## 22. JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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# Attachment A

## 23. TIME.

**Time is of the essence** of this Lease.

## 24. ENTIRE AGREEMENT.

This Lease contains the sole and entire agreement of the parties, and correctly sets forth the rights, duties and obligations of each to the other, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are hereby superseded and of no force and effect. Any changes to this Lease must be in writing, signed by both Landlord and Tenant.


## 25. AUTHORIZATION

Tenant hereby represents to landlord that the party executing this Lease on behalf of Tenant is authorized by Tenant to execute their Lease and thus bind Tenant to all of the terms, covenants and conditions contained herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed these presents the day and year first above written.

Landlord:  
IULIANO LLC # 2

Tenant:  
SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT

By:   
Nick Juliano, General Partner

By: \_\_\_\_\_  
Leslie R. White, Secretary/General Manager

DATE: 9/14/10

DATE: \_\_\_\_\_

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Robyn Slater, Manager of Human Resources

**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH MANAGED HEALTH NETWORK, INC. FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute an amendment to the contract with Managed Health Network, Inc. for Employee Assistance Program Services to extend the term of the contract for one (1) additional year.**

## II. SUMMARY OF ISSUES

- SANTA CRUZ METRO established a two-year contract with MHN, Inc. for employee assistance program services on December 1, 2007 and a contract extension for one year.
- The contract will expire on November 30, 2010.
- The contract can be renewed for three (3) additional one-year terms.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Managed Health Network, Inc. for employee assistance program services to extend the term of the contract for one (1) additional year.

## III. DISCUSSION

The Employee Assistance Program provides an opportunity for all SANTA CRUZ METRO employees and their dependents to obtain confidential assistance in resolving personal and/or work-related issues. The Employee Assistance Program would provide confidential professional counseling, assessment and referral for SANTA CRUZ METRO's employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, or financial difficulties.

On December 1, 2007, SANTA CRUZ METRO established a two-year contract with Managed Health Network, Inc. for employee assistance program services. The contract will expire on November 30, 2010. The contract can be renewed for three (3) additional one-year terms. Managed Health Network has reviewed the contract and offered to extend the contract one additional year under the same terms of compensation.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Managed Health Network, Inc. for employee assistance program services to extend the term of the contract for one (1) additional year.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding to support this contract is included in the Human Resources FY10 Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Contract Amendment.

Prepared by: Hina Patel, Purchasing Agent  
Date Prepared: September 16, 2010



# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 08-01 FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

This Second Amendment to Contract No. 08-01 for Employee Assistance Program Services is made effective December 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("METRO") and Managed Health Network, Inc. ("Contractor").

### I. RECITALS

1.1 METRO and Contractor entered into a Contract for Employee Assistance Program Services ("Contract") on December 1, 2007.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, METRO and Contractor amend the Contract as follows:

### II. TERM

2.1 Article 4.01 is amended to include the following language:

This contract shall continue through November 30, 2011. This Contract may be mutually extended by agreement of both parties.

### III. REMAINING TERMS AND CONDITIONS

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

### IV. COMPENSATION

4.1 METRO shall compensate Contractor at a rate not to exceed \$2.63 per employee per month for the new contract term.

### V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

# Attachment A

Signed on \_\_\_\_\_

METRO  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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Leslie R. White  
General Manager

CONTRACTOR  
MANAGED HEALTH NETWORK, INC.

By \_\_\_\_\_

Juanell Hefner  
CEO

APPROVED AS TO FORM:

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Margaret R. Gallagher  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager, and Acting Assistant General Manager  
**SUBJECT: RESOLUTION REDUCING THE CHANGE FUND FOR METRO CENTER**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt the attached resolution reducing the change fund for Metro Center from \$7,500 to \$5,450.**

## II. SUMMARY OF ISSUES

- For many years, the Customer Service Department at Metro Center has maintained a change fund in the amount of \$7,500. The detailed amounts that make up this change fund are below:
  - Customer Service Representatives' Change Fund = \$3,500
  - Coin Machine #1 = \$1,300
  - Coin Machine #2 = \$650
  - Change Fund stored in the Revenue Room = \$2,050 with \$1,950 used to exchange currency with coin used in the coin machines at Metro Center and \$100 used to make change for the InfoBooth Customer Service Representative "cash bags"
- Due to recent changes in the procedures in the Revenue Room, the \$2,050 change fund stored in the Revenue Room is no longer needed

## III. DISCUSSION

A change fund in the amount of \$7,500 has been maintained by the Customer Service Department at Metro Center for many years.

- \$3,500 is used to fund the Customer Service Representative's "cash bags"
- The coin machines hold a combined amount of \$1,950
- The Revenue Room used \$1,950 of the \$2,050 to exchange the currency received in the coin machines with coins. They would prepare the \$1,950 coin exchange a day in advance, so a separate fund was needed.

- The Revenue Room also acted as a bank for the Metro Center by using \$100 of the \$2,050 change fund to make change for the Customer Service Representatives' "cash bags."
- Metro Center now coordinates their Customer Service Representatives' "cash bag" cash orders with Wells Fargo Bank, and the coin machine exchange is performed on the same day, so a separate fund is no longer needed.

#### **IV. FINANCIAL CONSIDERATIONS**

The \$2,050.00 will be deposited to the County Treasury.

#### **V. ATTACHMENTS**

**Attachment A:** Resolution Reducing the Change Fund for Metro Center

Prepared by: Debbie Kinslow, Assistant Finance Manager

Date Prepared: September 14, 2010

# Attachment A

## 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:

### RESOLUTION REDUCING THE CHANGE FUND FOR METRO CENTER

**WHEREAS**, Santa Cruz METRO has previously established a change fund for Metro Center,  
and

**WHEREAS**, it is to the best interest of Santa Cruz METRO to reduce said change fund due to  
a change in procedure.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that this Board does hereby  
authorize that the \$7,500 change fund at Metro Center be reduced by \$2,050 to \$5,450;

**BE IT FURTHER RESOLVED AND ORDERED**, that the General Manager is hereby  
authorized and directed to transfer \$2,050 back to the County Treasury in order to reduce the change  
fund for Metro Center.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of September 2010, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

**ELLEN PIRIE**  
Chairperson

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

**5-15.a1**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT: RESOLUTION ELIMINATING THE PETTY CASH FUND FOR THE FLEET MAINTENANCE DEPARTMENT**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt the attached resolution eliminating the petty cash fund of \$125.00 maintained by the Fleet Maintenance department.**

## II. SUMMARY OF ISSUES

- For many years, the Fleet Maintenance Department has maintained a petty cash fund in the amount of \$125.00 for small purchases.
- Due to a decrease in usage, there is no longer a need for the fund.

## III. DISCUSSION

A petty cash fund has been maintained by the Fleet Maintenance Department; one of five petty cash funds at Santa Cruz METRO. The petty cash fund is used to reimburse departmental employees for small purchases under \$50.00. Using a petty cash fund is more cost-effective than issuing a check and the employee can be reimbursed immediately, rather than waiting for the weekly check run.

In the past, this petty cash fund was replenished every four to six weeks. For the past two years, use of the fund has decreased to where there is no longer a need for it. Fleet Maintenance employees can now be reimbursed through the Finance Department petty cash fund.

## IV. FINANCIAL CONSIDERATIONS

The \$125.00 will be deposited to the County Treasury.

## V. ATTACHMENTS

**Attachment A:** Resolution Eliminating the Petty Cash Fund for the Fleet Maintenance Department

Prepared by: Debbie Kinslow, Assistant Finance Manager

Date Prepared: September 14, 2010

# Attachment A

## 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:

### **RESOLUTION ELIMINATING THE PETTY CASH FUND FOR THE FLEET MAINTENANCE DEPARTMENT**

**WHEREAS**, Santa Cruz METRO has previously established a petty cash fund for the Fleet Maintenance Department, and

**WHEREAS**, it is in the best interest of Santa Cruz METRO to eliminate (dissolve) the petty cash fund due to reduced usage of said fund.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that this Board does hereby authorize that the \$125.00 petty cash fund for the Fleet Maintenance department be eliminated (dissolved);

**BE IT FURTHER RESOLVED AND ORDERED**, that the General Manager is hereby authorized and directed to transfer \$125.00 back to the County Treasury in order to eliminate the Fleet Maintenance department petty cash fund.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of September 2010, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

**ELLEN PIRIE**

Chairperson

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE

General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER

District Counsel

**5-16.a1**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALI GHARAHGOZLOO FOR THE CONTINUED OPERATION AND MANAGEMENT OF THE CHANGE MACHINE AT WATSONVILLE TRANSIT CENTER AND TO BEGIN OPERATING AND MANAGING THE ELECTRONIC FARE PAYMENTS THROUGH THE NEW AUTOMATED TICKET VENDING MACHINES WHICH WILL BE INSTALLED AT THE CENTER**

## I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract with Ali Gharahgozloo to continue the current operation and management of the Change Machine at the Watsonville Transit Center and to add duties and responsibilities of operating and managing the electronic fare payments through the new automated ticket vending machines that will be installed at the Center.

## II. SUMMARY OF ISSUES

- Ali Gharahgozloo and Jessica Hsu have operated the Convenience Store located in the terminal building at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the on-site janitorial, maintenance and management duties at the Center.
- In October of 2007, Ali agreed to operate the Change machine at the Watsonville Transit Center at no charge. The contract for the duties and responsibilities of the Change Machine will terminate on September 30, 2010.
- METRO will be installing an Automated Ticket Vending Machine (TVM) at the Watsonville Transit Center in the next three months and will be assigned a Printing Encoding Machine (PEM) for other transactions not performed by the TVM. METRO and has requested that Ali take on the duties and responsibilities for running the TVM and PEM to implement the electronic fare payments.
- Ali has requested that in exchange for his extra duties and responsibilities, that his garbage costs be covered by METRO. Currently his monthly garbage is about \$120.00 per month.

## III. DISCUSSION

Ali Gharahgozloo and Ms. Hsu have operated a Convenience Store at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the



maintenance and the on-site manager duties. They have been required to keep the entire Center clean and free from debris. Additionally, they are required to have a responsible adult on-site at any time that the Center is open. Mr. Gharahgozloo and Ms. Hsu generally share these duties. There have been few complaints about the cleanliness of the Center during the last five years.

In October of 2007, Ali agreed to undertake the operation of the Change Machine at the Watsonville Transit Center, at no charge to METRO. Ali has been operating and managing the Change Machine at the Watsonville Transit Center, pursuant to METRO's instructions and guidelines.

In a few months, METRO will be undergoing a transition to Electronic Fare Payment Technology (EFPT) and will be incorporating multi-denomination "Validating" technology, Magnetic Read-write store-value technology and proximity Smart Card reader technology.

An automated Ticket Vending machine (TVM) will be placed in the lobby of the Watsonville Transit Center for self-service transactions. A Printing Encoding Machine (PEM) will be issued to the Ticket Agent to process transactions not performed by the TVM.

Use of the PEM will consist of the Ticket Agent's ability, upon request by a customer, to process magnetic cards, review card data, issue magnetic cards, record transaction onto memory storage devices for METRO's review of transactions.

Responsibilities for servicing the TVM will consist of ensuring proper operation of TVM on a daily basis, restocking ticket media, periodic servicing and resupply of coin auditing duties and bill handling storage, servicing thermal paper receipt roll, and assisting, upon request, with recharging previously purchased smart cards.

A copy of the proposed contract is attached as Attachment A.

#### **IV. FINANCIAL CONSIDERATIONS**

For the continued operation and management of the change machine at the Watsonville Transit Center and the added new duties of operating and managing the Printing Encoding Machines and servicing the Ticket Vending Machines, METRO will be paying for the garbage for Jessica's Grocery Store, currently about \$120.00 per month.

#### **V. ATTACHMENTS**

**Attachment A:** Draft Contract

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CONTRACT FOR OPERATION OF CHANGE AND TICKET MACHINES AT WATSONVILLE TRANSIT CENTER

This contract is made effective October 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, hereinafter called "METRO", and Ali Gharahgozloo, hereinafter called "Vendor". Now therefore, METRO and Vendor agree as follows:

### I. RECITALS

The purposes of this Contract are to establish written procedures for Vendor's operation, management and administration for the following Machines at the Watsonville Transit Center:

- 1.01 The Change Machine;
- 1.02 The Printing Encoding Machine (PEM), (Installation Pending); and
- 1.03 The Automated Ticket Vending Machine (TVM), (Installation Pending).
- 1.04 The purpose of the Change Machine is to provide bus passengers with necessary change for bus fare and other items at the transit center. METRO deposited with Vendor \$450.00 for the change machine. Vendor acknowledges receipt of the \$450.00.
- 1.05 The purpose of the PEM, is to process transactions not performed by the TVM.
- 1.06 The purpose of the TVM is to process electronic fare payments for self-service transactions.

### II. CHANGE MACHINE DUTIES

Vendor shall perform the following functions for the Change Machine:

- 2.01 Manage and administer the Change Machine at the Watsonville Transit Center including maintaining METRO's funds in good faith;
- 2.02 Provide change to patrons manually, when the change machine is not working properly;
- 2.03 Record each reimbursement provided to customers or patrons into a Reimbursement Log, when the change machine is not working properly, attached hereto as Exhibit A;
- 2.04 Verify that the correct change is given to each patron that requests reimbursement when the change machine is not working properly after the patron has inserted his/her money;

# Attachment A

2.05 Ensure that each patron provided with reimbursement completes a Change Machine Refund Request form, attached hereto as Exhibit B; and

2.06 Be available, between the hours of 6:00 a.m. to 8:00 p.m., to provide the services detailed above.

## III. PEM DUTIES

3.01 Upon the request of a customer, Vendor will process magnetic cards, review card data, issue magnetic cards and record transactions onto memory storage devices for METRO's review of transactions.

3.02 Such other duties as assigned to Vendor by METRO after installation.

## IV. TVM DUTIES

4.01 Servicing the TVM will consist of ensuring proper operation of the TVM on a daily basis, restocking ticket media, period servicing and resupply of coins auditing duties and bill handling storage, servicing thermal paper receipt roll, and assisting, upon request, with recharging previously purchased smart cards.

4.02 Such other duties as assigned to Vendor by METRO after installation.

## V. METRO'S CRITERIA

5.01 Upon receipt and review of a complete accounting of the funds, METRO will reimburse Vendor for reimbursements made to patrons on a periodic basis.

5.02 METRO will conduct an annual audit of the funds, providing Vendor with 24-hour notice.

## VI. AUDITING OF CHANGE MACHINE

6.01 This contract shall commence on October 1, 2010 and shall continue through September 30, 2015. This contract may be mutually extended by agreement of both parties.

6.02 Either party may terminate this agreement with 120 days advance notice in writing to the other party.

## VII. NOTICES

The addresses where notices shall be sent are as follows:

METRO:  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
Attention: General Manager

# Attachment A

VENDOR:  
Ali Gharahgozloo  
475 Rodriguez Street, Mailbox #12  
Watsonville, CA 95076

## VIII. MISCELLANEOUS PROVISIONS

- 8.01 No term or 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.
- 8.02 Time is of the essence in this Agreement.
- 8.03 Each party has full power and authority to enter into and perform this contract and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

METRO:

VENDOR:

BY: \_\_\_\_\_  
Leslie R. White  
General Manager

BY: \_\_\_\_\_  
Ali Gharahgozloo

Approved as to form:

\_\_\_\_\_  
Margaret Gallagher, District Counsel

# Attachment A



REIMBURSEMENT LOG FOR CHANGE MACHINE REFUND REQUEST			
Date	Refund Authorized By	Refund Received By	Amount

EXHIBIT A

# Attachment A



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
**METRO**

## CHANGE MACHINE REFUND REQUEST

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
(please print)

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Drivers Lic. #: \_\_\_\_\_

Machine in Question: (please circle one)

- #1 (Metro Lobby – Left Machine)
- #2 (Metro Lobby – Right Machine)
- #3 (Center Island, between Lanes 2 & 3)
- #4 (Watsonville Transit Center Lobby)

How much was put in the machine? \$ \_\_\_\_\_

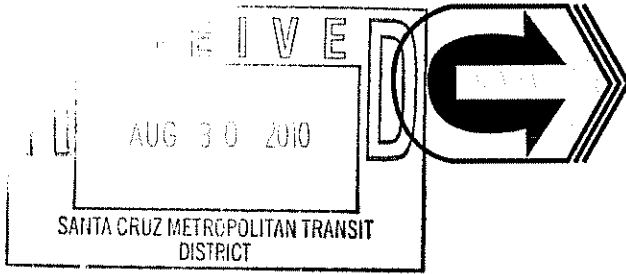
How much did the machine put out? \$ \_\_\_\_\_

Amount of Alleged Shortchange? \$ \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

Was change machine checked for malfunction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name & Title of District Representative receiving request:		
_____	_____	
(please print NAME)	(please print TITLE)	
_____		
(District Representative's Signature)		

<u>ACTION TAKEN</u>		
REFUND AUTHORIZED BY: _____	FOR \$ _____	
<b>EXHIBIT <u>B</u></b>		
REFUND RECEIVED BY: _____	ON _____	(date)



## CALIFORNIA TRANSIT ASSOCIATION

1415 L Street, Suite 200 • Sacramento, CA 95814

Phone (916) 446-4656 • FAX (916) 446-4318

E-Mail: [info@caltransit.org](mailto:info@caltransit.org)

[www.caltransit.org](http://www.caltransit.org)

August 26, 2010

Dear Friends of Public Transit,

Despite the governor's call earlier this year to eliminate all state funding support for public transit, your California Transit Association – supported by the collective effort of all our member agencies and local transit supporters – was able to stave off that attack. In fact, not only did we defeat the proposal to end state transit funding, we were actually able to prevail on the legislature to enhance one of our core transit funding revenue streams!

However, we are by no means in any position to rest on our laurels. Transit funding continues to be at risk: the new revenue stream is still subject to the kinds of legislative diversions that have plagued transit funding for the last decade. **That's why it's so important to recognize that this November we have the opportunity to solidify our recent gains.**

The California Transit Association is a co-sponsor of Proposition 22 – the Local Taxpayer, Public Safety and Transportation Protection Act of 2010 – which voters will have the chance to pass on November 2<sup>nd</sup>. And, just in case you may have heard otherwise, let me state very clearly that the Association continues to stand strongly in support of this important measure. Please see the attached fact sheet for details on the benefits to transit that would result from the passage of the initiative.

In summary, if passed by the voters this November, **Proposition 22 would:**

- **Protect about \$1.4 billion annually in local Transportation Development Act revenues and around \$450 million in annual Public Transportation Account revenues– that's at least \$1.8 billion in state and state-supported transit funding protected every year!**
- **Protect hundreds of millions more in locally-generated dollars for transit, from county-option sales, parcel and other local fees and taxes!**
- **Provide the strategic leverage to ensure a flow of long-term state transit funding, including at a higher dollar allocation level in STA program funds than ever before!**

Confusion over our continued support of the measure perhaps stems from the recent “Gas Tax Swap” – the change in transportation funding policy approved this past March by the legislature and signed into law by the governor. Some are under the impression that this new policy has “fixed” the transit funding problem. While we applaud the efforts of key legislators to tailor this policy in a way that did enhance transit funding, it is vital to keep in mind that, under current law, **this “solution” could be reversed by a future legislature just as easily as it was adopted.**

While we do not think Proposition 22 would, nor should, be used to nullify the Gas Tax Swap, we do believe that we still need Proposition 22's constitutional protections to ensure transit revenue is spent on transit programs going forward. We are *not* pushing for this measure so we can reinstate the sales taxes on fuel that were eliminated as part of the Gas Tax Swap agreement – revenues that used to flow into the Public Transportation Account. But, Proposition 22 absolutely would protect those revenues the state continues to collect for public transit, and assure that – as voters have repeatedly mandated – they are allocated to fund a wide variety of local transit services and projects.

We need this amendment to California's constitution, to guarantee that, if the state collects transit revenues, then they must be spent on transit programs!

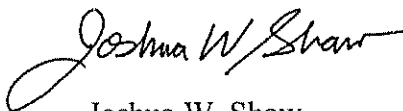
Similarly, the measure protects other revenues that the state has always collected and returned to cities, counties and other special districts, for local programs, like police, fire, libraries and community infrastructure. That's why the measure is supported by a broad coalition of public safety groups, local governments, labor, business and local elected officials.

Under Proposition 22, the STA program – the only ongoing source of state funding for day-to-day transit operations, and a source of flexible capital funds – would be protected at a baseline amount that is higher than the average annual STA allocation over the past ten years. It is projected that, by the end of this decade, the yearly STA outlay protected by Proposition 22 would be nearly double that recent average. This is true even with the measure's 50 percent split of Public Transportation Account revenues between STA and other expenditures, as compared to the Gas Tax Swap's split that allots 75 percent to the STA program.

Of course, under Proposition 22 the state retains its plenary power to raise, lower, or even eliminate certain taxes, so the fact is that transit funding will always be at some risk. But Proposition 22 would not only preserve the funding currently on the books; it would provide us with the means to greatly reduce that risk. The Association's Executive Committee is already at work developing an approach to further augment funding in a way that blends the best features of Proposition 22 and the Gas Tax Swap to achieve an even higher level of annual STA funding. Before we can take any steps to implement those plans, we must do our part to make sure that Proposition 22 is victorious on Election Day.

We appreciate your support of the Association and its efforts on behalf of public transit in California, and we hope that we can count on your continued support of Proposition 22. For more information on Proposition 22, please go to [www.savelocalservices.com](http://www.savelocalservices.com).\*

Sincerely,



Joshua W. Shaw  
Executive Director

\* Public agency employees should not use public agency resources to access this web site.





## Proposition 22 The Local Taxpayer, Public Safety, and Transportation Protection Act of 2010:

### *What it Means for Public Transit*

The Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 would **protect public transportation funding** in the following ways:

- Strengthens the status of the **Public Transportation Account (PTA)** as a trust fund.
- Prohibits the practice of loaning or transferring **PTA** funds to the General Fund, and prohibits borrowing or using the money in the **PTA** for any purposes other than “transportation planning” and “mass transportation,” as defined.
- **Defines mass transportation** as surface transportation, operated by bus, rail, ferry, etc; generally for which a fare is charged; and provided by any transit district, joint powers authority, or other agencies that already receive funds for these purposes. School buses are not included under this definition.
- Requires that the sales tax on diesel fuel, the only remaining core revenue source historically flowing into the **PTA**, shall be deposited quarterly into the **PTA**. It also requires that **PTA** revenue be continuously appropriated. This revenue source has produced an average of \$350 million per year since 2007-08. As part of the “gas tax swap” package, the Legislature raised the rate of sales tax on diesel starting in 2011-12. **The Department of Finance estimates this source should generate \$431 million in 2011-12.**
- Requires half these core **PTA** revenues to be spent on the **State Transit Assistance (STA) Program** – which can fund either transit operations or transit capital projects, and requires the other half of these core revenues to be spent on the historic **state, regional and local transit purposes** funded in the budget, such as the intercity rail program, or transit capital projects in the **State Transportation Improvement Program (STIP)** and **Interregional Transportation Improvement Program (ITIP)**.
- Strengthens the status of local transportation funds as trust funds. Prohibits the legislature from reducing, diverting, transferring, appropriating, or using the one-quarter cent county sales tax that is deposited into local transportation funds for any purposes other than the historic public transit and streets & roads purposes. This local revenue source, which was created by the **Transportation Development Act (TDA)** of 1971, **generates about \$1.4 billion annually.**
- Prohibits the legislature from interfering in any way with **locally imposed taxes**, including half-cent sales taxes dedicated to transit and transportation purposes. This means the state can’t use the proceeds, reallocate them to some other agency, restrict how a local government uses the proceeds, or borrow them.
- If approved by the voters, **this ballot measure would protect nearly \$1.8 billion per year** in **PTA** and **TDA** funding for public transportation (and not counting local ballot measure sources of transit funding).

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF APPOINTMENT OF MARGARET LAXSON TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR JOHN LEOPOLD.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve the appointment of Margaret Laxson to the Metro Advisory Committee (MAC).**

## II. SUMMARY OF ISSUES

- There is currently a vacancy on the Metro Advisory Committee (MAC) for an appointment by Director John Leopold.
- Director Leopold is nominating Margaret Laxson for appointment to the MAC.
- Pursuant to Section 3.2 of the MAC Bylaws the appointment of Margaret Laxson would be eligible for a term that concludes on December 31, 2011.

## III. DISCUSSION

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that replaced the METRO Users Group (MUG), and the Board approved the structure of the new committee. Application Forms were used to solicit interested persons to participate on MAC.

The Board of Directors appointed the individuals that they wanted to serve as members of the MAC. Each member of the Board provided the name of the individual that they wanted to nominate and the Board of Directors then confirmed the individuals. In the past few years there have been vacancies on the MAC that have resulted from the resignations of some Members. A committee such as the MAC is most effective when it is comprised of a full compliment of Members. One of the current vacancies is the position responsible to Director John Leopold.

Director Leopold has indicated that he would like the Board of Directors to consider the nomination of Margaret Laxson to serve as a Member of the MAC. The application of Margaret Laxson is attached to this report.

#### **IV. FINANCIAL CONSIDERATIONS**

Funds to support the membership of Bob Geyer on the MAC are provided for in the FY 2011 METRO Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A: MAC Application of Margaret Laxson**

Prepared by: Tony Tapiz, Administrative Services Coordinator  
Date Prepared: September 16, 2010

# Attachment A



## Application for Nomination

For Appointment to the METRO Advisory Committee (MAC)

Name MARGARET LAXSON

Address (with zip code) [REDACTED]

Day Time Phone [REDACTED]

Email Address (to receive Agenda Packets) [REDACTED]

Do You Ride METRO Fixed Route or ParaCruz service? RT 66

How Often Do You Use the METRO/ParaCruz Service? Never

What are Your Particular Transit Interests? Getting to work + back

Getting to Movies downtown

What Do You Think Are The Biggest Challenges For METRO?

Balancing the budget

What Do You Believe That You will Contribute to MAC and METRO if Appointed?

A rider's view of the transit system

What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC?

my views of the Transit system would be those of

an older bus rider trying to get to work.

# Attachment A

Please Outline Your Availability In Terms Of Meeting Times/Days and Total Time Per Month That You Could Devote To The Activities of the MAC. \_\_\_\_\_

I would like to know more about the time necessary.  
- Also where meetings will be held.

Are You Aware Of Any Conflicts of Interest That Would Prevent You From Serving On The MAC If Appointed?

My age could limit me somewhat -  
Don't drive in dark.

Date of Application \_\_\_\_\_

Signature \_\_\_\_\_

You may return your completed application to: SCMTD  
Attn: Admin Department  
110 Vernon Street  
Santa Cruz, CA 95060

Or use the **MAC OnLine Application:**

- 1) Go to METRO Online [www.scmttd.com](http://www.scmttd.com)
- 2) Hover over "Agency Information" and select "Board of Directors"
- 3) Scroll towards the bottom of the Board page and click on "METRO Advisory Committee"
- 4) Scroll down and click on "[METRO Advisory Committee application](#)"
- 5) Bring your cursor down to the information boxes and click on the "Your E-mail" box to begin. Please fill out all boxes and make a selection from all drop down lists. If you prefer to leave a box blank, please enter none or N/A.
- 6) Use the tab key or your mouse to switch to the next information box.
- 7) At the end of the form, enter the CAPTCHA code to submit the application.
- 8) Your application will be forwarded to the METRO Board of Directors for consideration for available positions (if any) on the METRO Advisory Committee.

**If you have any problems, please call METRO at 831-426-6080.**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF APPROVING A NEW REGULATION REGARDING SERVICE ANIMALS ON METRO'S FIXED ROUTE AND PARATRANSIT VEHICLES AND METRO'S FACILITIES**

### I. RECOMMENDED ACTION

**Approve the attached Administrative Regulation regarding METRO's "Service Animals Policy".**

### II. SUMMARY OF ISSUES

- The Americans with Disabilities Act of 1990 (ADA) and its implementing regulations relating to public transportation (49 C.F.R Part 37), and California law provide the framework that METRO staff follow in allowing service animals to accompany its passengers who have disabilities on METRO's public transportation vehicles and within METRO's transit facilities.
- METRO Staff, including Legal, Operations and Maintenance employees, prepared Administrative Regulation relating to service animals which is attached as Attachment A.
- METRO Staff reviewed the proposed Service Animal Regulation with the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and METRO's Advisory Committee (MAC). Both Committees reviewed the proposed Service Animals Policy and provided recommendations, some of which have been incorporated into the Regulation.
- METRO staff met with representatives from the United Transportation Union, Local 23 (UTU) and the Service Employees International Union, Local 521 (SEIU) regarding the proposed Policy and the manner of its implementation.

### III. DISCUSSION

Over a year ago, METRO management determined that it was necessary to put together a regulation which would insure METRO's legal compliance with federal and state laws and regulations which allow passengers with disabilities to use service animals while traveling and utilizing METRO's transit services and/or its facilities. At that time there was a general acceptance of service animals on METRO's public transportation vehicles and in METRO's facilities but more and more complex issues were facing METRO

employees and specific guidance regarding these situations needed to be formulated. In addition, METRO is required to train all employees to proficiency on the ADA as it impacts their ability to insure METRO's compliance. Since METRO Supervisors and Operators can be expected to encounter service animals as part of their regular duties, it is reasonable to expect their training to include matters relating to service animals in transportation. Attachment A, "Service Animals on METRO's Fixed Route and Paratransit Vehicles and METRO's Facilities Regulation," and Attachment B, "Frequently Asked Questions," are designed to assist METRO employees with their day-to-day interaction with persons with disabilities who use service animals.

State and local governments are prohibited by the ADA, Title II, Subtitle B from discriminating based on disability in the provision of public transportation (42 U.S.C. Sections 12141 et. seq.). Discrimination on the basis of disability in transportation means denying a person with a disability an equal opportunity to use transportation that is available to the general public if that individual is capable of using the service (49 CFR Section 37.5(b)). All aspects of transportation—vehicles, facilities, information and any other service that the entity provides—must be accessible to persons with disabilities. The ADA, Title II, Subpart B specifically called upon the Department of Transportation's (DOT) Secretary of Transportation to formulate regulations to implement its provisions. With regard to service animals, the federal regulation specifically provides: "The entity (METRO) shall permit service animals to accompany individuals with disabilities in vehicles and facilities" (49 CFR Part 37.167(d)).

The DOT through the Federal Transit Administration (FTA) provides guidance to public transportation providers regarding individuals with disabilities using service animals who access public transit services and their facilities. According to the FTA, service animals are animals that are individually trained to perform tasks for people with disabilities—such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, or performing other special tasks. A comfort animal is not considered to be a service animal as it is not trained to perform a task. A transit entity may ask if an animal is a service animal or ask what tasks the animal has been trained to perform but cannot require special ID cards for the animal or ask about the person's disability. A service animal may not be excluded unless the animal is out of control and the animal's owner does not take effective action to control it, or the animal poses a direct threat to the health or safety of others. Assumptions about how a particular animal is likely to behave, based on past experience with other animals, are not a factor in determining whether an animal is a qualified service animal.

In late July 2010, the United States Department of Justice (DOJ) announced new final regulations which amend DOJ's Title II, Subtitle A regulation, 28 C.F.R. Part 35, and the Title III regulation, 28 C.F.R. Part 36. The Title II regulation, 28 C.F.R. Part 35, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs and activities provided by State and local government entities. This is being brought to your attention because these new final regulations include provisions

related to service animals. The final rule defines “service animal” as a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Additionally, under certain circumstances miniature horses as alternatives to dogs are permitted to be used as “service animals”. Because State and local government public transportation providers are covered by Part B of ADA Title II, the DOT regulations and guidance cited above are applicable to METRO’s transit services and facilities rather than the DOJ regulations cited here. The DOT was recently asked whether it was contemplating any change to its own “service animal” definition. Robert C. Ashby, DOT’s Deputy Assistant General Counsel for Regulation and Enforcement, stated that “there are no proposals to change the DOT ADA definition of service animal in the works” (Transit Access Report, August 10, 2010). Some in the DOT have indicated that it may issue further guidance once the DOJ’s proposed regulation becomes final, highlighting the similarities and distinctions between the two federal agencies’ definitions of “service animal”.

In 2009, METRO staff attended meetings of E&D TAC and MAC to obtain their input on the Service Animals Policy. Some of their recommendations were incorporated into the policy.

SEIU and UTU have reviewed the Service Animals Policy. UTU suggested that following Board approval, the Service Animals Policy be distributed to employees and allow one month for the solicitation of any questions. At the end of the month, the questions will be compiled, answered, and used in training sessions with the Transit Supervisors who would be answering questions for the drivers when they call in with issues. METRO plans to spend approximately two weeks training the Transit Supervisors.

Many individuals with disabilities rely on a service animal to assist them with daily tasks. Service animals play an important role in ensuring the independence of individuals with disabilities, and it is METRO’s policy to welcome any service animal that is trained to assist an individual with a disability on fixed route buses, Paratransit vehicles and in METRO’s public facilities. This policy will assist METRO employees in providing full access to services for individuals with disabilities. METRO Staff is requesting Board approval of this policy. Once approved, the Service Animals Policy will be placed on METRO’s website.

#### **IV. FINANCIAL CONSIDERATIONS**

THERE ARE NO FINANCIAL CONSIDERATIONS AT THIS TIME



**V. ATTACHMENTS**

Attachment A: Service Animals on METRO's Fixed Route and Paratransit Vehicles and METRO's Facilities Policy

Attachment B: Frequently Asked Questions regarding the use of Service Animals

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR- 4XXX DRAFT

Computer Title: serv.anml

Effective Date:

Pages: 6

**TITLE: SERVICE ANIMALS ON METRO'S FIXED ROUTE AND PARATRANSIT VEHICLES AND METRO'S FACILITIES**

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Procedure History

**NEW POLICY**

**SUMMARY OF POLICY**

**APPROVED**

September 24, 2010

New Policy

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### I. POLICY

- 1.01 Santa Cruz Metropolitan Transit District (METRO) is committed to taking reasonable measures to ensure that all passengers and the public enjoy the public transportation services provided by METRO and are able to utilize METRO facilities with ease and comfort. METRO has designed this policy to assist those qualified individuals with disabilities who use service animals to better utilize the fixed route bus services, paratransit services and METRO facilities. In addition, this policy will enable METRO employees to facilitate utilization by such individuals of METRO's services and facilities.
- 1.02 Service animals play an important role in ensuring the independence of individuals with disabilities, and it is METRO's policy to welcome any service animal that is trained to assist an individual with a disability on fixed route buses, paratransit vehicles, and in METRO's public facilities. This policy is designed to assist METRO employees and qualified individuals with disabilities in complying with State and Federal laws including the Americans with Disabilities Act (ADA) and its amendments.

### II. APPLICABILITY

- 2.01 This policy is applicable to METRO employees, qualified individuals with disabilities using the fixed route and paratransit services, and/or METRO facilities.

### III. DEFINITIONS

- 3.01 **"Direct Threat"** means a significant risk of substantial harm to the health and safety of other individuals.
- 3.02 **"Person with a Disability"** means an individual who has a physical or mental impairment that substantially limits one or more major life activities of the individual; an

# Attachment A

individual with a record of such impairment; or being regarded as having such an impairment.

- 3.03 **“User/Owner”** means an individual with a disability who requires assistance with one or more daily life activities from a service animal, or service animals.
- 3.04 **“Service Animal”** means any dog, or other animal individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including psychiatric, cognitive or mental disabilities. Possible tasks that service animals may perform include but are not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hearing impaired to the presence of people or sounds, pulling a wheelchair, fetching dropped items, assisting an individual during a seizure, retrieving medicine or alerting the individual to a telephone call, providing physical support to assist with balance and stability to individuals with mobility disabilities and assisting individuals including those with cognitive disabilities with navigation. A service animal is *not* a pet or a comfort animal.

## IV. STANDARDS

- 4.01 The user/owner boarding a METRO vehicle with a service animal may not be charged an extra fee for the service animal.
- 4.02 The user/owner is not limited in the number of service animals he/she may have as each may provide different types of service.
- 4.03 The user/owner must be in control of the service animal(s) at all times.
- 4.04 The service animal(s) must be appropriately trained and be able to perform its tasks for the benefit of the user/owner.
- 4.05 There is no specific requirement about how to board a service animal onto the bus or paratransit vehicle. The bus operator, or paratransit operator should ask the user/owner how he/she would like to board with his/her service animal(s), and follow the requested procedures, if appropriate, and reasonable. An operator may call Dispatch for assistance.
- 4.06 Users/owners with service animals may not be required to sit in a specified area.
- 4.07 As long as they are not blocking aisles or exits or interfering with other passengers entering, exiting or riding METRO vehicles, service animals may sit or lie:
- a. At their user/owner’s feet, under the seat;
  - b. Directly beside their user/owner’s mobility aid (e.g., wheelchair, walker, scooter);
  - c. Between their user/owner’s knees;
  - d. On their user/owner’s lap; or
  - e. In some type of pouch or carrier.

# Attachment A

- 4.08 Service Animals are not permitted to ride in or on METRO bus seats or paratransit vehicle seats, unless the vehicle provides insufficient floor space for the animal and the user/owner has a plastic sheet to cover the full area that the animal uses to sit. If there is insufficient floor space for seating of the service animal, the operator will call Dispatch for instructions.
- 4.09 If other passengers are afraid of animals, or have severe allergies, that does not supersede the rights of the user/owner to utilize METRO's transportation services with a service animal. Those other riders may be permitted to pay their fare, and then board via whichever door of the bus allows him/her access away from the service animal or they can wait for the next bus. If separation in the vehicle is not possible to avoid these issues, the operator will contact Dispatch for instructions.
- 4.10 A service animal may be prohibited from METRO facilities and from riding on METRO fixed route and/or paratransit vehicles if the animal poses a direct threat to the health or safety of the user/owner, other passengers, or METRO employees; or demonstrates aggressive behavior towards other passengers or other service animals; or disrupts the METRO driver from safely performing his/her duties.
- 4.11 METRO will not exclude a particular service animal based solely on experience with other similar type service animals, or on an unreasonable fear that is not related to the service animal's actual behavior. Each situation will be considered on the actual facts and circumstances at issue on an individual basis.
- 4.12 Other passengers or members of the public are not permitted to touch, or interfere in any way with a service animal without the consent of the user/owner.
- 4.13 Any person including a person with a disability or a user/owner who does not comply with this policy and its procedures will be asked to disembark the fixed route bus, paratransit vehicle, or will be asked to leave the transit facility. METRO operators are required to contact Dispatch for instructions before requiring any individual to alight from the vehicle or vacate a facility.

## V. USER/OWNER RESPONSIBILITIES

- 5.01 Prior to boarding/deboarding a METRO bus or paratransit vehicle, the user/owner with a service animal must let the operator know what assistance, if any, may be required with boarding, or alighting the vehicle. The user/owner is responsible for knowing the best way to board and position the animal on the vehicle.
- 5.02 When scheduling a ride with METRO's Paratransit services, a ParaCruz eligible user/owner is responsible to let METRO know that he/she will be traveling with a service animal so that METRO can accommodate the service animal when the vehicle arrives for pick-up. If the ParaCruz eligible user/owner has not provided prior notice to METRO's Paratransit services, METRO will accommodate the user/owner and his/her service animal to the best of its abilities. If METRO's Paratransit services cannot accommodate the eligible user/owner at that time, the user/owner will need to reschedule the trip at a

# Attachment A

later time. The ParaCruz eligible user/owner should notify ParaCruz that he/she will be using a service animal(s) for all his/her trips, or he/she can make such notification when scheduling a specific ride.

- 5.03 The user/owner is solely responsible for the supervision, control, care, and safety of his/her service animal while boarding, riding and alighting from METRO buses and paratransit vehicles, and while at METRO facilities.
- 5.04 The user/owner is responsible to make sure that any disruptive behavior (e.g., growling at other service animals, lunging toward other passengers) from the service animal is stopped immediately.
- 5.05 The user/owner of a service animal that displays unruly disruptive or threatening behavior (e.g., running around the vehicle out of control, aggressiveness towards others and/or other disruptive behavior) may be asked to remove the animal by METRO personnel.
- 5.06 The user/owner is responsible for managing interactions with other passengers and members of the public when situations arise, such as asking the other individuals not to pet, feed, distract or interrupt their service animal while it is working.
- 5.07 In the event that a service animal causes damage to METRO property, the user/owner shall be liable for reimbursement to METRO for the damages to any METRO vehicle or METRO facilities. The user/owner will also be financially responsible for any injuries which may be sustained by METRO passenger(s) or employee(s) that are caused by the service animal.
- 5.08 Upon request, METRO will provide a courtesy card with a photo ID of the service animal and the user/owner at no additional cost. Please contact Customer Service at (831) 425-8600 for further information.
- 5.09 If accessible services training, or mobility training is needed, please contact METRO's Accessible Services Coordinator at (831) 423-3868 for fixed route services, and/or Road Response and Training Coordinator for Paratransit at (831) 425-4664.

## VI. TRAINING OF EMPLOYEES

- 6.01 The Operations Manager is responsible to schedule training for all METRO bus operators, paratransit operators, transit supervisors, dispatchers, Customer Service employees and Facilities Workers, so that they know how to provide service to METRO passengers with disabilities in an appropriate and respectful manner, including, but not limited to, providing equal treatment to users/owners with service animals using METRO's public transportation services and facilities.
- 6.02 METRO employees may inquire if an animal is a service animal and ask what tasks the service animal is trained to perform; however, they may not require that a customer present special identification for his/her service animal(s), or ask about the person's disability.

# Attachment A

- 6.03 METRO employees shall receive training on providing assistance in a respectful manner to individuals with disabilities who use service animals to access METRO facilities, customer service, transit centers and public transportation services.
- 6.04 METRO employees are encouraged to provide reasonable assistance, as needed, to individuals with disabilities who use service animals.
- 6.05 All METRO bus operators and paratransit operators are required to provide transportation services to the general public, including people with disabilities who choose to use service animals in accordance with this regulation.
- 6.06 In the event that any procedure under this policy prevents or threatens to prevent a user/owner from using METRO fixed route service or paratransit service with his/her service animal(s), the METRO bus operator or paratransit operator shall contact Dispatch immediately for instructions.

## VII. COMPLAINT PROCEDURE

- 7.01 If any person believes that he/she has not been treated in accordance with this policy while traveling on a METRO bus or paratransit vehicle because of the use of a service animal, the passenger may immediately contact METRO Customer Service at (831) 425-8600 or the Accessible Services Coordinator at (831) 423-3868 to register a complaint, or the California Relay System (CRS Hearing / Speech Impaired) at 711 or 800-735-2929.
- 7.02 A user/owner may also file an ADA/504 complaint on METRO's website under the "**Agency Info**" tab: <http://www.scmtd.com/en/agency-info/policies> and then scroll down to the "**ADA/504 Policy**".
- 7.03 Complaints can also be filed with the Federal Transit Administration (FTA) Office of Civil Rights at their toll free FTA ADA Assistance Line 1-888-446-4511 (voice), or the Federal Information Relay Service 1-800-877-8339. In addition, an ADA Complaint Form is also available on FTA's website:  
**[http://www.fta.dot.gov/civilrights/ada/civil\\_rights\\_3889.html](http://www.fta.dot.gov/civilrights/ada/civil_rights_3889.html)**.

## VIII. ADMINISTRATION OF REGULATION

- 8.01 The Operations Manager or his/her designee is responsible for the following:
  - a. Ensuring that this regulation is disseminated to all existing fixed route and paratransit operators, transit supervisors and trainees.
  - b. Ensuring that this regulation is disseminated to all new and future fixed route and paratransit operators, transit supervisors and trainees.
  - c. Providing guidance, training and assistance to all fixed route and paratransit operators, transit supervisors, and dispatchers who are responsible for implementing this policy.

# Attachment A

Policy and Regulation

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- 8.02 Each METRO Department Manager or his/her designee shall provide guidance and training to employees within his/her department in accordance with the Service Animals Policy. In addition, each METRO Department Manager shall regulate and implement this policy in his/her department.
- 8.03 METRO will integrate the Service Animals on Fixed Route and Paratransit Vehicles and METRO's Facilities Policy into its Policies and Procedures.

# Attachment B

## SERVICE ANIMALS ON METRO'S FIXED ROUTE, PARATRANSIT AND METRO'S FACILITIES

### *Frequently Asked Questions*

	<u>QUESTION:</u>	<u>ANSWER:</u>
1.	What is a service animal?	Service animal is any dog, or other animal individually trained to do work or perform tasks for the benefit of a qualified individual with a disability including psychiatric, cognitive or mental disabilities. Possible tasks that service animals may perform include but are not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hearing impaired to the presence of people or sounds, pulling a wheelchair, fetching dropped items, assisting an individual during a seizure, retrieving medicine or alerting the individual to a telephone call, providing physical support to assist with balance and stability to individuals with mobility disabilities and assisting individuals, including those with cognitive disabilities, with navigation. A service animal is <i>not</i> a pet or a comfort animal.
2.	Can a service animal be a comfort animal?	No. An animal that only provides comfort and is not trained to perform a task for a person with a disability is not a service animal.
3.	Can a customer travel with more than one service animal?	Yes, as long as the animals are service animals and are under the user/owner's control at all times.
4.	Can more than one customer travel with a service animal?	Yes, as long as the animals are service animals and they are under the control of the users/owners.
5.	Is a pet a service animal?	No, a pet is not a service animal. Service animals are trained to perform a task for an individual with a disability.



# Attachment B

## SERVICE ANIMALS ON METRO'S FIXED ROUTE, PARATRANSIT AND METRO'S FACILITIES

### *Frequently Asked Questions*

	<b><u>QUESTION:</u></b>	<b><u>ANSWER:</u></b>
6.	How can an operator tell if the animal is really a service animal and not just a pet?	Some, but not all service animals wear special collars or harnesses. If the operator is unsure that an animal is a service animal, they may inquire if the animal is a pet. The operator can also inquire regarding whether the animal is a service animal and what tasks it has been trained to perform. If the operator has a concern, Dispatch should be called. A customer does not have to provide special identification or a training certificate for the animal to be a service animal.
7.	Can an operator ask for <u>proof of service animal certification</u> ?	No. Special identification is not required for a service animal, and this is prohibited under the Americans with Disabilities Act (ADA).
8.	What should an operator do when boarding a customer who uses a wheelchair and the rider wants to bring a dog on-board and says the dog is a service animal, but the dog does not have a cape or harness?	If the customer says the animal is a service animal, then the operator must let the service animal board the vehicle. If the operator has a reasonable concern that the animal is <u>not</u> a service animal, he/she may ask what service or task(s) the animal is trained to perform.
9.	If an operator questions whether an animal is an actual service animal, what can be asked?	An operator may ask: <ul style="list-style-type: none"><li>- Is this a service animal?</li><li>- Is that a pet?</li><li>- What task(s) is the animal trained to provide?</li></ul>
10.	Are there questions that cannot be asked?	An operator <b><u>may not ask:</u></b> <ul style="list-style-type: none"><li>- What is your disability?</li><li>- Do you have certification for that service animal?</li><li>- Can you demonstrate the tasks your service animal can perform?</li></ul>

# Attachment B

## SERVICE ANIMALS ON METRO'S FIXED ROUTE, PARATRANSIT AND METRO'S FACILITIES

### *Frequently Asked Questions*

	<u>QUESTION:</u>	<u>ANSWER:</u>
11.	Are all service animals dogs?	No. While most service animals are dogs, there are other types of service animals that assist people with other kinds of disabilities in their day-to-day activities. For example, a hearing cat may alert a deaf person, or alert a person shortly before they have a seizure. A service dog might pull a wheelchair.
12.	Can an operator require that service animals board/alight buses in a certain manner?	No. The ADA does not require that service animals board the vehicle in a certain way. The operator should ask the user/owner how he/she would like to board with his/her service animal, and follow the requested procedures if appropriate and reasonable.
13.	Can an individual with a disability request an operator to board his/her service animal by taking the leash and walking the animal to the securement area?	An Operator shall assist the individual with the service animal while boarding, if requested to do so. A person in a wheelchair may require such assistance in order to access the service.
14.	If a customer needs the lift (not ramp) to board, how does the service animal get onto the vehicle?	The operator should ask the customer how to board the service animal. The animal can board up the steps before or after the lift is deployed, or it can ride on the chair/lift with the owner if it fits safely. The customer may request assistance from the Operator. When in doubt, contact Dispatch.
15.	Does a customer with a service animal need to pay any additional fare for the service animal when boarding?	No. METRO cannot charge a fee as a condition for allowing a service animal to accompany a customer with a disability.
16.	Can an operator require a passenger with a service animal to sit in a particular seat on the vehicle?	No. Access to public transportation is a civil right for customers with disabilities under the ADA. A customer with a service animal cannot be segregated from other customers and the service animal must be permitted to accompany its owner on the vehicle.

# Attachment B

## SERVICE ANIMALS ON METRO'S FIXED ROUTE, PARATRANSIT AND METRO'S FACILITIES

### *Frequently Asked Questions*

	<u>QUESTION:</u>	<u>ANSWER:</u>
17.	Where is a service animal permitted to sit on the bus or vehicle?	Service Animals may sit: <ul style="list-style-type: none"> <li>a) At their user/owner's feet, under the seat;</li> <li>b) Directly beside their user/owner's mobility aid (wheelchair, walker, scooter);</li> <li>c) Between their user/owner's knees;</li> <li>d) On their user/owner's lap; or</li> <li>e) In some type of pouch or carrier.</li> </ul>
18.	Are service animals permitted to ride in METRO bus seats or Paratransit vehicle seats?	No. Unless the vehicle does not provide sufficient floor space to accommodate the animal, and the user/owner has a plastic sheet to cover the full area that the animal uses to sit. If there is insufficient floor space for seating of the service animal, Dispatch should be called for instructions.
19.	Are service animals permitted to block the aisles or exits?	No. Service Animals may not sit on the floor where they block any aisles or exits or interfere with other passengers entering, exiting, or riding METRO vehicles.
20.	Under what circumstances would an operator be required to ask other passengers to move in order to accommodate an individual with disabilities?	When a person with a disability boards the bus and needs to sit in a seat designated for individuals with disabilities, or occupy a wheelchair securement location, the operator must ask the individual in that location to vacate their seat, unless that individual is also a person with a disability.
21.	What if the person who is seated in the section designated for the elderly and persons with disabilities or the wheelchair securement area refuses to leave his/her seat?	METRO operators are not required to force passengers to move. *Contact Dispatch for further instruction
22.	Who is responsible for controlling a service animal that displays aggressive behavior while on the METRO bus or Paratransit vehicle?	The user/owner is solely responsible for the supervision, control, care and safety of the animal while boarding, riding, and alighting from the vehicle.

# Attachment B

## SERVICE ANIMALS ON METRO'S FIXED ROUTE, PARATRANSIT AND METRO'S FACILITIES

### *Frequently Asked Questions*

	<b><u>QUESTION:</u></b>	<b><u>ANSWER:</u></b>
23.	What if a service animal barks or growls at other people, or otherwise acts out of control?	The user/owner will be asked to control the animal. If the behavior persists, Dispatch should be contacted for further instructions. A service animal may be excluded from METRO transportation service and METRO facilities when the animal's behavior poses a <u>direct threat</u> (a significant risk of harm) to the health and safety of the user/owner, other passengers, or METRO employees.
24.	What if other passengers who wish to board the bus are afraid of animals or have severe allergies to animals?	Those other passengers may be permitted to pay their fare, and then board via whichever door of the bus allows him/her access away from the service animal, or they can wait for the next bus. If separation in the vehicle is not possible to avoid these issues, Dispatch should be contacted for instructions.
25.	What if a passenger wishes to board with a "muddy or dirty" service animal?	Contact Dispatch for further instructions.
26.	Are service animals permitted in METRO facilities?	Yes. Individuals with disabilities who use service animals are entitled to equal access to METRO facilities, customer service, transit centers and public transportation services.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Robyn Slater, Human Resources Manager

**SUBJECT: CONSIDERATION OF APPROVING THE REVISED DRUG AND ALCOHOL TESTING POLICY**

### I. RECOMMENDED ACTION

**Staff recommends Board approve modifications to Administrative Regulation AR-3013, regarding METRO's "Drug and Alcohol Testing Policy" (Attachment A) effective October 1, 2010.**

### II. SUMMARY OF ISSUES

- In accordance with federal requirements, METRO's Drug and Alcohol Testing Policy became effective on January 1, 1996. Since that time, various amendments have been required based on modifications of the federal regulations. Now, the federal government has again made modifications which require the policy to be updated.
- On December 4, 2009, METRO's Administrative Offices were relocated to 110 Vernon Street, Santa Cruz, CA. METRO Staff has updated the Administrative Office address in this policy.
- The Department of Transportation (DOT) amended 49 C.F.R. Part 40, relating to drug and alcohol testing procedures.
- DOT has expanded the list of drugs to be tested, to include testing for ecstasy (MDMA, MDA, and MDEA) and 6-AM, a marker for heroin. METRO Staff has updated the policy to incorporate these drugs.
- METRO Staff has updated the list of Safety Sensitive Positions, to include any new positions that were recently created, or modified.
- METRO staff met with representatives from the United Transportation Union, Local 23 (UTU) and the Service Employees International Union, Local 521 (SEIU) and reviewed the suggested changes.
- METRO Staff has reviewed the attached Drug and Alcohol Testing Policy and is requesting Board approval.

### III. DISCUSSION

The Department of Transportation (DOT) recently amended certain provisions of its drug and alcohol regulations (49 C.F.R. Part 40, as amended). METRO's Drug and Alcohol

Testing Policy (*Attachment A*) was established to insure the safe and efficient operation and maintenance of its transportation system for its passengers and to provide a safe work environment for METRO employees. As an employer who provides transportation services to the public, METRO is responsible for meeting all applicable requirements and procedures outlined in the DOT's federal regulations 49 C.F.R. Part 40, as amended. This is being brought to your attention because these new final regulations include provisions related to drug and alcohol testing procedures for the transportation industry. These final regulations become effective October 1, 2010.

The DOT recently amended 49 C.F.R. Part 40 by expanding the list of substances for which an employer shall test. Employers are required to include ecstasy (MDMA, MDA, and MDEA) and 6-AM, a marker for heroin, on the list of drugs that employees shall be tested for. Section 7.02 and Attachment 1 of METRO's policy has been revised to reflect these changes.

Due to the relocation of METRO's Administrative Offices in December 2009, Section 4.01 of the Drug and Alcohol Testing Policy has been revised. Additionally, the "List of Safety Sensitive Job Classifications", Attachment 4 of the policy has been revised to reflect current job titles.

Due to the important nature of this policy, METRO Staff is requesting approval of the revised policy, as attached.

Upon approval, the revised Administrative Regulation AR-3013 will become effective immediately. METRO Staff will send a memorandum to all employees to make them aware of the changes to METRO's Drug and Alcohol Testing Policy.

#### **IV. FINANCIAL CONSIDERATIONS**

THERE ARE NO FINANCIAL CONSIDERATIONS AT THIS TIME

#### **V. ATTACHMENTS**

**A:** Drug and Alcohol Testing Policy AR-3013

Prepared By: Rickie-Ann Kegley, Paralegal

Date Prepared: September 16, 2010

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3013

Computer Title: drug policy.doc

Effective Date: January 1, 1996

Pages: 38

TITLE: **DRUG & ALCOHOL TESTING POLICY**

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### Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
8/21/98	Footnotes added to Page 16	S.A.
10/22/04	Implementation of New Federal Law Requirements; and other modifications.	E.R.
8/25/08	Changes to Federal Regulations	J.B.
<b>9/24/10</b>	<b>Changes to Federal Regulations</b>	

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## I. POLICY

- 1.01 It is the policy of the Santa Cruz Metropolitan Transit District (District) that its workplace is free from the effects of drug and alcohol abuse. This policy is enforced in order to insure the safe and efficient operation and maintenance of its transportation system for its passengers, and to provide a safe work environment for its employees. This policy is also to avoid the dangers arising from substance abuse in the work place. These dangers include death and injury to the employee, co-workers, and the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances.
- 1.02 No District employee shall: (1) use, possess, or be under the influence of drugs or other mind-altering substances; or (2) use or possess a container of alcohol or be under the influence to any extent that would impede the employee's ability to perform his or her duties safely and effectively. Furthermore, employees shall not perform duties, which because of drugs or medication taken under a legal prescription or non-prescription, cannot be performed without posing a threat to the health or safety of the employee or others.
- 1.03 The District is committed to providing safe, reliable, and efficient transportation services to the public, and a safe, healthy and productive work environment for its employees. In order to meet these goals, the Policy of the District is to:

# Attachment A

## Drug and Alcohol Testing Policy

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- a. Create a work environment free from the adverse effects of drug and alcohol misuse;
  - b. Encourage employees to seek professional assistance when personal problems, including alcohol or drug dependency adversely affect their ability to perform their duties in a safe, productive and courteous manner;
  - c. Ensure that employees do not report to work or work with alcohol or drugs in their systems;
  - d. Prohibit the illegal use, possession, manufacture, sale or distribution of controlled substances by its employees;
  - e. Ensure that the reputation of the District and its employees is as responsible citizens worthy of public trust;
  - f. Provide guidelines and outline responsibilities for the testing of employees and employment candidates to determine drug abuse and alcohol misuse; and
  - g. Implement programs that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of drugs by employees who perform safety sensitive functions.
- 1.04 District safety-sensitive employees will be subject to urine drug testing and breath alcohol testing in accordance with applicable federal law.
- 1.05 This Policy complies with the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655 with applicable amendments) that mandate urine drug testing and breath-alcohol testing for safety- sensitive employees and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens. All drug and alcohol testing as required by this policy is mandated by the FTA Regulations except that a second drug test is required if the results of a first test are determined by the MRO to be a negative dilute drug test which is pursuant to the District's own authority (See Section 9.10), and shall be in compliance with all Federal and State laws and regulations.
- 1.06 As required by the FTA Regulations, Attachment 1 lists the drugs or classes of drugs to be tested for and describes the testing procedures for drugs and alcohol; Attachment 2 provides information about the effects of alcohol misuse and the signs and symptoms of an alcohol problem; Attachment 3 provides information about the effects of drug abuse and the signs and symptoms of drug problems for each of the drugs to be tested; Attachment 4 lists job classifications considered to be safety-sensitive.

## II. APPLICABILITY

- 2.01 This policy applies to all full-time and part-time safety- sensitive employees.



# Attachment A

## Drug and Alcohol Testing Policy

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- 2.02 Participation in the testing program as described in this policy is a condition of METRO employment for all safety-sensitive employees, but no employee-authorization is required.
- 2.03 An employee violating this policy is subject to disciplinary action up to and including discharge. See also Articles X Employees Responsibilities and XI Actions After a Positive Test for specific disciplinary actions. Any disciplinary actions taken as a result of a violation of this policy is pursuant to the District's own authority.
- 2.04 Compliance with this policy does not relieve an employee of compliance with applicable Federal and State laws and regulations.

### III. CONTRACTOR APPLICABILITY

- 3.01 District contractors and subcontractors, as required, shall comply with 49 Code of Federal Regulations Parts 40 and 655 to the extent required by Federal law.
- 3.02 The Human Resources Manager shall insure that all applicable District contractors and subcontractors who are required to comply with the FTA drug and alcohol testing requirements are in actual compliance.

### IV. RESPONSIBILITIES OF DESIGNATED EMPLOYER REPRESENTATIVE AND OTHERS

- 4.01 The Human Resources Manager (or in his/her absence, the Assistant General Manager) is designated as the District's Drug and Alcohol Testing Coordinator and Designated Employer Representative (DER), and shall ensure that the administration of all drug and/or alcohol tests comply with applicable laws. The Human Resources Manager shall be knowledgeable about the DOT and FTA regulations, and District policies and procedures for drug and alcohol testing. The Human Resources Manager shall be immediately accessible to collection site personnel, Breath Alcohol Technicians (BAT), and Medical Review Officers (MRO) and be prepared to address drug and alcohol testing issues, make decisions and provide direction in a timely manner. An employee seeking additional information about the program can contact his or her manager and/or the Human Resources Manager, **110 Vernon** 370 Encinal Street, Suite 100, Santa Cruz, CA, 95060, (831) 423-5583.
- 4.02 The Human Resources Manager shall post and distribute the District's Drug & Alcohol Testing Policy to each safety- sensitive employee and to representatives of employee organizations.
- 4.03 The Human Resources Manager shall maintain all records and reports pertaining to the drug and alcohol-testing program in a confidential manner.

# Attachment A

## Drug and Alcohol Testing Policy

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- 4.04 Each safety-sensitive employee shall receive a copy of this Policy and is responsible for reading, understanding and adhering to this Policy.
- 4.05 Managers and supervisors will be held accountable for the consistent application and enforcement of this Policy. Any manager/supervisor who knowingly disregards the requirements of this Policy, or who is found to have deliberately misused the Policy in regard to subordinates shall be subject to disciplinary action, up to and including discharge.
- 4.06 Any employee who has actual knowledge that an employee has used alcohol within four hours of performing a safety-sensitive function or is under the influence of drugs while performing a safety sensitive function shall report such knowledge immediately to either his/her Manager or the Human Resources Manager.
- 4.07 A Manager or Supervisor having actual knowledge that an employee is using alcohol while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions.
- 4.08 After obtaining an applicant or employee's written consent who is seeking employment or a transfer to a safety sensitive position, the Manager of Human Resources shall request the following information from DOT-regulated employers who have employed the applicant/employee during any period during the two years before the date of the applicant/employee's application or transfer request:
- a. Alcohol tests with a result of 0.04 or higher alcohol concentration;
  - b. Verified positive drug tests;
  - c. Refusals to be tested, including verified or substituted drug test results;
  - d. Other violations of DOT agency drug and alcohol testing regulations;
  - e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements, including follow-up tests. If no documentation is forthcoming, the Human Resources Manager shall seek to obtain the information from the applicant/employee.
- 4.09 If the applicant/employee refuses to provide written consent pursuant to Section 4.08 above, the applicant/employee shall not be permitted to perform safety-sensitive functions.

# Attachment A

## V. EDUCATION/TRAINING

- 5.01 The Human Resources Manager shall be responsible to establish and maintain an education and training program in order to promote the deterrence of the misuse of drugs and alcohol. The education component shall include display and distribution to every safety-sensitive employee informational material and a community service hot-line telephone number for employee assistance, if available. The Human Resources Manager shall maintain a copy of 49 CFR Part 40 in her/his office, which shall be made available to employees upon request.
- 5.02 Safety-sensitive employees shall be provided at least 60 minutes of training which must cover the effects and consequences of prohibited drug use on personal health, safety and the work environment and include information on the signs and symptoms that indicate prohibited drug use.
- 5.03 Managers, Supervisors and/or other District officials who are authorized to make reasonable suspicion determinations shall undergo at least one hour of training on the physical, behavioral, and performance indicators of probable drug use and at least one hour of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

## VI. REHABILITATION

- 6.01 Drug users and alcohol abusers are encouraged to make every effort to overcome the abuse and addiction that comes from use. Successful rehabilitation hinges upon users rehabilitating themselves with the assistance of outside professionals. The District provides an Employee Assistance Program (EAP) to assist employees in dealing with drug and alcohol related problems. Employees of the District who have a problem with drug or alcohol use are strongly encouraged to seek help voluntarily. In addition, all employees are encouraged to make use of other available resources for treatment for alcohol and substance abuse problems.
- 6.02 An employee may voluntarily seek help through a community based alcohol and/or drug rehabilitation program or through the District's EAP which provides assessment and referral services. A supervisor/manager may refer an employee to EAP for any problem(s) impacting job performance with the exception of an employee testing positive for drugs/alcohol in which case the employee will be referred to a Substance Abuse Professional (SAP).
- 6.03 An employee will be allowed up to a 30-day leave of absence for rehabilitation purposes. Employees may use their accumulated sick leave or annual leave for such purposes.

# Attachment A

## VII. TESTING

- 7.01 Employees shall submit to a urine test for the detection of drugs under the following circumstances:
- a. Pre-employment/Transfer to a safety sensitive position for the first time/Return to work;
  - b. Post accident;
  - c. Reasonable suspicion;
  - d. Random; and
  - e. Return-to-duty/follow-up.
- 7.02 An employee shall be tested for the following drugs:
- a. Marijuana;
  - b. Cocaine;
  - c. Opiates (**codeine, heroin, morphine, 6-AM**);
  - d. Amphetamines (**MDMA, MDA, MDE**); and
  - e. Phencyclidine.
- 7.03 Employees are prohibited from consuming the drugs identified in Section 7.02 at all times.
- 7.04 Employees shall submit to a breath test for the detection of alcohol in the following circumstances:
- a. Transfer to a safety sensitive position for the first time/Return to work;
  - b. Post accident;
  - c. Reasonable suspicion;
  - d. Random; and
  - e. Return-to-Duty/Follow-Up Testing.

# Attachment A

- 7.05 An employee is prohibited from using alcohol while performing safety-sensitive functions or at all times if the result is that his/her breath registers a 0.02 or greater when performing safety-sensitive functions.

## VIII. TYPES OF TESTING

### 8.01 Pre-employment/Transfer Testing/Return to work:

- a. Applicants for District employment in safety-sensitive positions and employees transferring into safety-sensitive positions shall undergo urine drug testing with a verified negative result prior to employment or transfer.
- b. No pre-employment drug tests shall be given to an applicant or employee unless a contingent offer of employment or transfer subject to the applicant /employee passing the test has been made.
- c. The Human Resources Department shall inform an applicant and/or an employee seeking a safety sensitive position, prior to testing that drug tests including those for the detection of marijuana, cocaine, amphetamines, opiates, and phencyclidine will be administered. This notification shall be in writing and shall inform the applicant/employee that a positive test result shall be the basis for the decision to refuse to make the appointment or transfer as the case may be.
- d. Failure of a drug test will disqualify an applicant for employment to a safety-sensitive position.
- e. Employees attempting to transfer into safety-sensitive positions who fail a drug test shall not be permitted to transfer.
- f. Employees or applicants who have previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completed a referral, evaluation and treatment plan as described in section XI.
- g. When an employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the random selection pool during that time, the employee shall take a pre-employment drug test with a verified negative result before performing safety-sensitive duties. An employee may, at the employee's discretion, take the test while he/she is still on leave as long as the applicable procedures are followed. Whether on leave or not, an employee testing positive shall be subjected to the procedures required by this policy following a positive test including disciplinary action.

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- h. An applicant for District employment for a safety sensitive positions and employees transferring into safety sensitive positions shall undergo an alcohol test before employment or transfer.
- i. The alcohol test shall not be conducted until a contingent offer of employment or transfer subject to the applicant/employee passing the pre-employment alcohol test is made.
- j. An applicant or an employee wishing to transfer into a safety-sensitive position shall not be allowed to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.02

## 8.02 Reasonable Suspicion Testing:

- a. An employee shall be subject to drug and/or alcohol tests when there is a reason to suspect that such employee has used a prohibited drug or has misused alcohol. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, by a manager/supervisor trained in detecting signs and symptoms of drug use and alcohol misuse.
- b. Alcohol testing is authorized under this section only if the observations required are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance.
- c. A supervisor/manager who has made the required observations may direct an employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.
- d. If an alcohol test required by this section is not administered within two hours following the determinations to test, the supervisor/manager who made the observations shall prepare a report stating the reasons the alcohol test was not promptly administered. If the alcohol test is not given within eight (8) hours, following the determination to test, efforts to administer the test shall cease and the supervisor/manager shall prepare a report stating the reasons for not administering the test. All reports required by this section shall be forwarded promptly to the Human Resources Manager for review and appropriate action. The Human Resources Manager shall maintain a file for such reports.
- e. Under no circumstances shall an employee suspected of drug and/or alcohol intoxication be permitted to drive a District vehicle. District personnel shall transport such employee to the collection test site and offer to transport him/her to his/her residence or other appropriate destination after the test.

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- f. The supervisor/manager who determined that there was reasonable suspicion to require a drug and/or alcohol test shall complete a report on a form provided by the District setting forth the behavioral signs and symptoms observed in the employee suspected of being under the influence of drugs and/or alcohol. A copy of the report shall be marked confidential and forwarded to the Human Resources Manager within twenty-four (24) hours of the determination.

## 8.03 Post Accident Testing:

- a. As soon as practicable following an accident involving the loss of human life, the District shall test for drugs and alcohol each surviving employee operating the mass transit vehicle (regardless of whether or not the vehicle is in revenue service) at the time of the accident. Any other employee whose performance could have contributed to the accident as determined by a manager/supervisor using the best information available at the time of the decision shall also be tested for drugs and alcohol.
- b. As soon as practicable following an accident (see “accident” definition) not involving the loss of human life, in which a mass transit vehicle is involved (regardless of whether or not the vehicle is in revenue service), each employee operating the mass transit vehicle at the time of the accident shall be tested for drugs and alcohol unless a manager/supervisor determines using the best information available at the time of the decision that the employee’s performance can be completely discounted as a contributing factor to the accident. Such a decision must be documented in detail including the decision making process used to reach the decision not to test.
- c. Other employees whose performance could have contributed to the accident, as determined by a manager/supervisor using the best information available at the time of the decision shall also be tested for drugs and alcohol.
- d. Following an accident, the employee(s) shall be tested as soon as possible but not later than eight (8) hours for alcohol testing and 32 hours for drug testing. An employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until (s)he undergoes a post-accident alcohol test, whichever comes first. Following an accident an employee must remain readily available for testing. If an employee does not remain readily available he/she shall be considered to have refused the tests and will be subject to employment discharge.
- e. An employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the tests and will be subject to employment discharge.

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- f. Following an accident, field supervisory personnel at the scene shall do an immediate assessment of the condition of the employee to detect possible signs of the presence of drugs or alcohol.
- g. In compliance with FTA requirements alcohol testing shall be administered as soon as practicable after an accident. If the alcohol test is not administered within two (2) hours of the accident, the responsible Manager or Supervisor shall prepare a written report stating the reason why the test was not promptly administered. A copy of such report shall be forwarded to the Human Resources Manager and shall be available for inspection by the DOT or the FTA. All attempts to administer an alcohol test shall cease after eight (8) hours and all attempts to administer a drug test shall cease after 32 hours following the accident and shall be documented in the same manner with a written report to the Human Resources Manager.
- h. Following an accident based test, an employee shall not be allowed to perform safety-sensitive functions until the results of the test are known to the District and the employee.
- i. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- j. The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this section provided such test conforms to the applicable Federal, State or local testing requirements and that the test results are obtained by the District. Such test results shall be used only when the District is unable to perform a post-accident test within the required period noted above.

## 8.04 Random Testing:

- a. A safety-sensitive employee will be subject to random, unannounced testing for drugs and alcohol using a computer based random number selection method. Each employee in the random pool will have an equal chance of being selected for testing and shall remain in the pool even after being tested. Random testing will be administered at random times during the day (or shift) to avoid predictability. Each employee shall be assigned a unique number, which shall be entered into a pool from which the selection should be made. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year.



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- b. Once an employee is notified of his/her selection for a random test, he/she must be escorted immediately to the collection test site.
- c. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such function. An employee may be randomly tested for prohibited drug use anytime while on duty.
- d. An employee who is not on duty because of sickness, vacation, jury duty, leave of absence, worker's compensation, family medical leave or any other purpose shall be removed from the random pool for purposes of random testing if the Manager of Human Resources determines using the best information available at the time that such employee will be absent for at least 90 days.

## 8.05 Employee Retest:

- a. After notification by the Medical Review Officer or the Human Resources Manager of a confirmed verified positive drug test, an employee may, within 72 hours, request that an additional test be conducted at a different DHHS - certified laboratory specified by the District. The request can only be made by the employee himself/herself but may be made orally. The test shall be conducted on the split sample that was provided at the same time as the original or primary sample.
- b. All costs for the employee requested testing, including the transportation of the split specimen to the second laboratory shall be paid by the District.

## 8.06 Return to Duty:

- a. Before any employee is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol result of 0.02 or greater, or for any other reason as required by FTA regulations, that employee must first be evaluated by a Substance Abuse Professional (SAP) and pass a return to duty test. The SAP will recommend a course of action to the employee.
- b. The purpose of the return to duty test and the evaluation of an individual's return to duty status by the SAP is to provide some degree of assurance that the individual is presently free of alcohol and/or any prohibited drugs and is able to return to work without undue concern about continued substance abuse. An employee must follow the recommendations of the SAP.
- c. Before a return to duty test is performed, the employee must be evaluated by a SAP to determine whether the employee has followed the recommendations for action by the SAP, including participation in a rehabilitation program.

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- d. The employee must have a verified negative drug test result or an alcohol test result of less than 0.02 to return to a safety-sensitive function. If a drug test result is canceled, the employee shall be required to submit to and pass another drug test.
- e. All employee return-to-duty drug test specimens will be collected under direct observation<sup>1</sup>.

## 8.07 Follow-Up Testing:

- a. Once allowed to return to duty, an employee shall be subject to unannounced follow-up testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the SAP as long as a minimum of six tests are performed during the first 12 months after the employee has returned to duty. All employee follow-up drug test specimens will be collected under direct observation<sup>1</sup>.
- b. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their names come up for random testing even if this means being tested twice in the same day, week or month.
- c. If the employee is subject to drug follow-up tests, the employee may also be required to take one or more follow-up alcohol tests. If the employee is subject to alcohol follow-up tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

## IX. MEDICAL REVIEW OFFICER (MRO)

- 9.01 All positive drug testing laboratory results will be reviewed by the District's MRO. The MRO shall verify and validate or invalidate test results.
- 9.02 The MRO shall conduct an administrative review of the control and custody form to ensure its accuracy.
- 9.03 The MRO shall review and interpret an employee's confirmed positive test by 1) reviewing the individual's medical history including any medical records and biomedical information provided, 2) affording the individual an opportunity to discuss the test result, and 3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication.

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<sup>1</sup> Direct Observation collections will be made according to the DOT Urine Specimen Collection Guidelines.

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- 9.04 The MRO shall attempt to notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to ship the split specimen to another DHHS-certified laboratory for analysis. If the retest is determined to be negative then the first test shall be considered to have a negative result.
- 9.05 If the employee has not contacted the MRO within 72 hours of being notified of a verified positive drug test, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test or other circumstances unavoidably prevented the employee from contacting the MRO in time.
- 9.06 If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the analysis of the split specimen be performed.
- 9.07 If the MRO concludes that there is no legitimate explanation for the employee's failure to contact the MRO within 72 hours, then the MRO is not required to direct the analysis of the split specimen to be performed.
- 9.08 The MRO shall report each verified test result to the Human Resources Manager. Reporting of a verified positive result will not be delayed pending the split specimen analysis.
- 9.09 If the MRO determines that a positive drug test was dilute, the MRO and the District shall treat the test as a verified positive test. The employee will not be permitted to take another test based on the fact that the specimen was dilute.
- 9.10 If the MRO informs METRO that a negative test was dilute, the following action will be taken:
- a. If the MRO directs METRO to conduct a recollection under direct observation<sup>22</sup> (i.e. because the creatinine concentration of the specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL), METRO will cause the recollection to take place under direct observation immediately.
  - b. Otherwise (i.e., if the creatinine concentration of the dilute specimen is greater than 5 mg/dL), METRO will under its own authority direct the employee to take another test immediately pursuant to METRO's own authority. The collection of the specimen shall not be collected under direct observation unless there is another basis for such direct collection. The results of the second test, not that of the original test, will become the test of record on which the METRO will rely for

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<sup>2</sup> Direct Observation collections will be made according to the DOT Urine Specimen Collection Guidelines.

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purposes of this policy. If the second test is also negative and dilute, the employee will not be required to take a third test. If an employee is directed to take another test pursuant to this section and the employee declines to do so, the employee has refused the test for purposes of the Department of Transportation regulations and this policy and action will be taken in accordance with this policy.

## **X. EMPLOYEE RESPONSIBILITIES**

10.01 As a condition of employment, an employee must:

- a. Submit immediately to alcohol and/or drug tests at a District authorized collection site when ordered by a District Manager, Supervisor or law enforcement personnel.
- b. Refrain from alcohol consumption within four (4) hours of reporting for duty or during the hours that (s)he is subject to duty, and while on-call.
- c. Refrain from reporting for duty or remaining on duty while having an alcohol concentration level of 0.02 or greater.
- d. Refrain from alcohol use for eight (8) hours following an accident or until (s)he undergoes a post accident alcohol test, whichever occurs first.
- e. Refrain from the use of prohibited drugs.
- f. Upon arrival at the District's collection test site, he/she shall follow all instructions given by collection site personnel and District supervisory personnel in providing a specimen for drug and/or alcohol detection tests.
- g. Complete a drug and/or alcohol detection test, as applicable, in accordance with federal laws and regulations.
- h. Comply with the interview examination and/or evaluation as directed by the MRO.
- i. Comply with District requirements for treatment, after care, return to duty testing and follow-up testing.

10.02

- a. An employee shall be considered to have refused a drug and/or alcohol test under the following circumstances:
  - i.) Refusal to comply with a request for testing;

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- ii.) Refusal to complete and/or sign the required drug and/or alcohol testing form(s);
  - iii.) Providing false or misleading information in connection with a test;
  - iv.) Attempts to falsify/falsification of test results through tampering, contamination, adulteration, or substitution;
  - v.) Inability to provide a urine specimen or breath sample or sufficient volume as applicable, for required test without a valid medical explanation;
  - vi.) Verbal declaration of refusal to submit to testing;
  - vii.) Obstructive behavior to disrupt, or stop a test;
  - viii.) Physical absence resulting in the inability of the District to conduct a test;
  - ix.) Failure to undergo a medical examination to verify insufficient volume of urine or breath when requested;
  - x.) Failure to cooperate with any part of the testing process;
  - xi.) Failure to permit the observation or monitoring of specimen donation/collection when so required;
  - xii.) Failure to submit to a second test when required;
  - xiii.) Failure to comply with test instructions at the test site;
  - xiv.) Failure to report to the designated test site within the allotted time after notification of testing;
  - xv.) Failure to remain readily available for testing;
  - xvi.) Failure to remain at the testing site until the testing process is completed;
  - xvii.) A drug test result that is verified by the MRO as adulterated or substituted;
  - xviii.) Failure to sign the certification on Step 2 of the ATF form (alcohol test)
- c. An employee who refuses to submit to a drug and/or alcohol test as described above shall be removed from duty and immediately, referred to a SAP, and under the District's own authority, the employee shall be discharged from his/her employment with the District.

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- d. In no event shall an employee who engages in any of the conduct set forth above be permitted to perform any safety-sensitive function.
  - e. An employee/applicant shall be denied transfer/appointment to a safety sensitive position under the District's own authority.
- 10.03 Any employee/applicant who is being tested for a pre-employment test will not be considered to have refused the test if he/she engages in any of the behaviors set forth in Section 10.02 unless the applicant/employee has actually begun the collection process.
- 10.04 For an on-call employee the following procedure is established should he/she consume alcohol within 4 hours of performing a safety-sensitive function: 1) When notified that he/she must report for duty he/she must advise the District if he/she has used alcohol, and 2) indicate whether he/she is able to perform his/her safety sensitive function.
- a. If the employee believes he/she is not capable of performing safety sensitive functions, the employee shall be excused from doing so.
  - b. If the employee believes he/she is capable of performing a safety-sensitive function, the employee shall be tested for alcohol and the employee shall be permitted to perform a safety-sensitive function if his/her alcohol concentration level measures less than 0.02. If the employee alcohol concentration level measures at 0.02 or greater he/she shall not be permitted to work. The standards for disciplinary action set forth in Article XI shall be applicable.

## **XI. ACTIONS AFTER A POSITIVE TEST**

- 11.01 An employee who has a verified positive drug test, or has a confirmed alcohol test of 0.02 or greater or who refused to submit to a required drug or alcohol test shall be immediately removed from duty, and provided a listing of SAPs (names addresses, and telephone numbers). METRO shall make a good faith effort to provide the employee with at least three (3) names of SAPs. In the performance of its duties and responsibilities, the SAP shall follow the requirements of federal law and regulations. Neither METRO nor the employee shall seek a second evaluation by a SAP in order to obtain another recommendation. METRO is prohibited from relying on a second SAP evaluation obtained by an employee. The employee shall also be informed by the Human Resources Manager of educational and rehabilitation programs and resources available to the employee in evaluating and resolving problems associated with prohibited drug and alcohol use. Referral to the SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the District. Within fifteen (15) working days of providing the employee with the list of SAPS, the employee shall provide the

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Human Resources Manager with evidence of participation in a SAP's evaluation and/or a SAP's referral. Failure to do so shall result in employment termination pursuant to the District's own authority. METRO shall pay for all SAP costs resulting from a first positive test. All treatment costs associated with a first positive test shall be the responsibility of the employee who may use his/her medical insurance, if applicable. Any SAP and/or treatment costs for a second positive test are the sole responsibility of the employee.

- 11.02 When an employee has a verified positive, adulterated or substituted test result or has otherwise violated a DOT agency drug & alcohol regulation, the employee will not be returned to the performance of safety-sensitive functions until or unless the employee successfully completes the return to duty process set forth herein.
- 11.03 A positive test for drugs or alcohol shall result in disciplinary proceedings being initiated pursuant to the District's own authority.
- 11.04 The following disciplinary standards shall apply for an employee who tests positive for drugs or alcohol:
- a. If the breath sample tests at an alcohol concentration level of 0.02 - 0.039 (other than random), the employee shall be immediately removed from duty, referred to a SAP<sup>3</sup>, and shall not be allowed to return to duty for at least eight hours. Such employee must follow the recommendations of the SAP. If an employee tests a second time at a concentration level of 0.02 or greater or tests at this level in a follow-up test, such employee shall be discharged.
  - b. When a test (other than random) shows the presence of alcohol, at a concentration level of 0.04 or greater, or drugs the following disciplinary standards shall apply:
    - i. Illegal Drugs - The safety-sensitive employee will be discharged following a positive test result.
    - ii. Alcohol - The safety-sensitive employee will be discharged following a positive test result.
  - c. When a random test shows the presence of drugs or alcohol in a concentration level of 0.02 or greater the following disciplinary standards shall apply:
    - i. An employee who tests positive on a first test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be removed from duty immediately and shall be referred to a SAP. Such employee shall be allowed to return to duty after compliance with Articles 8.06 Return to Duty and 8.07 Follow-Up Testing.

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<sup>3</sup> Referral to the SAP for an alcohol concentration level of 0.02-0.039 is pursuant to the District's own authority.

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- ii. An employee who tests positive on a second test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be discharged from his/her employment.
- 11.05 Nothing contained herein shall prevent the District from imposing a more severe disciplinary action should the specific facts and circumstances of the situation warrant such action.
- 11.06 Voluntary enrollment in the EAP or the SAP rehabilitation program does not excuse or exempt an employee from discipline if (s)he has alcohol or illegal drugs in his/her system while on duty.
- 11.07 Violations of this Policy shall be grounds for disciplinary action, up to and including discharge. Refusal to submit immediately to drug and alcohol tests at a District authorized collection site when ordered by a District Manager, Supervisor or law enforcement personnel shall subject employees to discharge proceedings for insubordination and gross misconduct. Such refusal shall be considered an admission of guilt.
- 11.08 When an employee has a verified positive drug test result, or has a confirmed alcohol test of 0.04 or greater, or refuses to submit to a drug or alcohol test required, the Human Resources Manager shall advise the employee of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone number of SAPs and counseling and treatment programs.

## **XII. RELEASE OF TESTING RESULTS**

- 12.01 The District is not authorized by federal law to release any testing records to law enforcement.
- 12.02 The District is allowed to release testing records in a criminal or civil action resulting from an employee's performance of safety-sensitive duties in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the District to produce the information.
- 12.03 The District will provide drug/alcohol-testing information of an employee or former employee to other agencies/companies, or an identified person when authorized in writing by such employee(s).
- 12.04 The District will release information pertaining to an employee's drug or alcohol test including the results, without the employee's consent in certain legal proceedings including a lawsuit, grievance (e.g. An arbitration concerning disciplinary action taken by



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the District against the employee) or administrative proceeding brought by, or on behalf of, the employee and resulting from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results).

12.05 In addition to the foregoing, the District will release drug or alcohol test information only as allowed by federal law or regulations.

12.06 The District will immediately notify the employee in writing of any information released pursuant to sections 12.02 and 12.04.

12.07 The District will comply with a request from DOT representatives as follows:

- a. Access to the facilities used for drug/alcohol program functions;
- b. Release of all written, printed and computer based drug/alcohol program record, reports, files, materials, data, documents, agreements, contracts, policies and statements that are required by federal laws and regulations relating to drug/alcohol testing.

## XIII. RETENTION OF RECORDS

13.01 The Human Resources Manager shall maintain records of the anti-drug and alcohol misuse programs as required by federal laws and regulations. The records shall be maintained in a secure location with controlled access.

13.02 The District shall keep the following records for the following periods of time:

Records of alcohol test results with alcohol concentration of 0.02 or greater	5 years
Records of verified positive drug test results <b>and refusals</b>	5 years
Documentation of refusals to take required alcohol/drug tests (including substituted or adulterated drug test results)	5 years
Referrals to the SAP, SAP reports, Copies of annual MIS reports submitted to FTA	5 years
All follow-up tests and schedules for follow-up tests	5 years
Information obtained from previous employers concerning drug and alcohol test results of employees	3 years
Records of the inspection, maintenance, and calibration of EBTs, Records related to the collection process and employee training.	2 years
Records of negative drug test results and alcohol test results with a concentration of less than 0.02	1 year

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## XIV. DEFINITIONS

- 14.01 Accident - Accident means an occurrence associated with the operation of a vehicle, including the operation of the lift or ramp, if as a result: 1) an individual dies; or 2) an individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle.
- 14.02 Alcohol Misuse - Occurs when an employee arrives at the work site with alcohol in his/her system; consumes a beverage containing alcohol while on duty, subject to duty, within four hours of reporting for duty, or during coffee and/or lunch breaks; or is late to work or absent from work due to the consumption of alcohol.
- 14.03 Breath Alcohol Technician (BAT) - Alcohol breath tests must be performed by a BAT who is trained in proficiency in the operation of the EBT he/she is using and in the alcohol procedures specified in the regulations.
- 14.04 Collection Site - A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- 14.05 Contractor – a person or organization that provides a safety-sensitive service for the District consistent with a specific understanding or arrangement. The understanding can be a written contract or informal arrangement that reflects an ongoing relationship between the parties.
- 14.06 Controlled Substances - Any drugs that are classified by the Drug Enforcement Administration (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use and accepted safety for use under medical supervision. A drug in any of these schedules identifies that it is a controlled substance and determines the nature of supervisory control that must be exercised. Medications containing any controlled substances must be prescribed by a physician having a valid DEA license number.
- 14.07 DHHS - Department of Health and Human Services
- 14.08 Dilute specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.
- 14.09 DOT - United States Department of Transportation.
- 14.10 Drug Abuse - Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This

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includes use of prescription drugs legally prescribed to another individual other than one's self.

- 14.11 Employee - See Section 14.23 Safety-Sensitive Employee.
- 14.12 Evidential Breath Testing (EBT) Device - A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on the NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
- 14.13 Follow-Up Testing - Unannounced drug and alcohol testing given to employees who have returned to duty after evaluation by the SAP. This type of test may be done up to a total of five years from the date the employee returns to duty. A minimum of six tests during the first twelve months is required.
- 14.14 FTA - Federal Transit Administration, an agency of the U.S. Department of Transportation.
- 14.15 Illegal Use - Use of any illegal drug, misuse of legally prescribed drugs and use of illegally obtained prescription drugs.
- 14.16 Incident - A single event or occurrence, which triggers drug and alcohol tests, as defined in this policy.
- 14.17 Mass Transit Vehicle - Bus, van or automobile.
- 14.18 Medical Review Officer (MRO) - A District authorized licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders but who has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A MRO verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.
- 14.19 Metabolite - A modified form of a drug that has been chemically altered by the body's metabolic system.
- 14.20 On-Call - See "Subject to Duty." See Section 14.24.
- 14.21 Positive Alcohol Test - The presence of alcohol in the body at a concentration of 0.02 or greater as measured by an Evidential Breath Testing (EBT) Device. Refusal to take a breath test without a valid medical explanation also constitutes a positive alcohol test.
- 14.22 Positive Drug Test - Any urine or blood that is chemically tested (screened and confirmed), shows the presence of controlled substances and is verified by the MRO.

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Refusal to take a drug test without a valid medical explanation also constitutes a positive drug test.

- 14.23 Safety-Sensitive Employee - An employee whose job functions are, or whose job description includes the performance of functions, related to the safe operation of mass transportation service. The following are the categories of safety-sensitive functions: a) operating a revenue service vehicle, including when not in revenue service; b) operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL); c) controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service; and d) maintaining revenue service vehicles or equipment used in revenue service. Any supervisor who performs or whose job description includes the performance of any function listed above is considered a safety-sensitive employee.
- 14.24 Subject-to-Duty - The status of an employee who is scheduled to report for work at an assigned time and/or who has not been finally and completely released from the responsibility of performing further work that day. Subject-to-Duty also means any employee who is responsible for being available to perform work on an emergency basis when called to do so, i.e., in an on call status, if said employee is guaranteed extra compensation because of his/her status as being on call. An employee who is simply responsible for responding if available when said employee is not within either definition above is not considered to be subject-to-duty for the purpose of this Policy.
- 14.25 Substance Abuse Professional (SAP) - A District authorized licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- 14.26 Use - The presence of any controlled substance in the body or the consumption of any beverage mixture or preparation, including any medication containing alcohol.
- 14.27 Vehicle - A bus, electric bus, van, automobile, rail car, trolley car, trolley bus or vessel. A mass transit vehicle is a vehicle used for mass transportation.
- 14.28 Vehicle Disabling Damage - Damage, which precludes departure of the vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It includes damage to vehicles that could have been operated but would have been further damaged if so operated.
- a. Inclusion: Damage to vehicles that could have been driven but would have been further damaged if so driven.

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- b. Exclusions:
  - i. Damage, which can be remedied temporarily at the scene of the accident without special tools or parts.
  - ii. Tire disablement without damage even if no spare tire is available.
  - iii. Headlamp or tail light damage.
  - iv. Damage to turn signals, horn, or windshield wipers, which makes it inoperable.

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## ATTACHMENT 1

### FACT SHEETS

#### DRUG DETECTION PERIODS

Detection periods vary; rates of metabolism and excretion are different for each drug and use. Detection periods should be viewed as estimates. Cases can always be found to contradict these approximations.

<b>Drug</b>	<b>Detection Period</b>
<b>Amphetamines:</b> Amphetamine Methamphetamine <b>MDMA, MDA, MDEA</b>	 2-4 days 2-4 days <b>1-4 days</b>
<b>Cocaine:</b> Benzoylcegonine	 12-72 hours
<b>Cannabinoids (Marijuana)</b> Casual Use Chronic Use	 2-7 days Up to 30 days
<b>Ethanol (Alcohol)</b>	 12-24 hours
<b>Opiates:</b> Codeine Hydromorphone (Dilaudid) Morphine (for Heroin) <b>Heroin</b> <b>6-AM (a marker for heroin)</b>	 2-4 days 2-4 days 2-4 days <b>2-4 days</b> <b>2-4 days</b>
<b>Phencyclidine (PCP)</b> Casual Use Chronic Use	 2-7 days Up to 30 days

# Attachment A

## ATTACHMENT 2

### ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

#### SIGNS AND SYMPTOMS OF USE

- \_\_\_ Dulled mental processes
- \_\_\_ Lack of coordination
- \_\_\_ Odor of alcohol on breath
- \_\_\_ Possible constricted pupils
- \_\_\_ Sleepy or stuporous condition
- \_\_\_ Slowed reaction rate
- \_\_\_ Slurred speech

#### HEALTH EFFECTS

The chronic consumption of alcohol (average of three 12-oz. servings of beer per day, 1 ounce of whiskey, or six ounces of wine) over time may result in the following health hazards:

- \_\_\_ Decreased sexual functioning
- \_\_\_ Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- \_\_\_ Fatal liver diseases
- \_\_\_ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- \_\_\_ Kidney disease
- \_\_\_ Pancreatitis
- \_\_\_ Spontaneous abortion and neonatal mortality
- \_\_\_ Ulcers
- \_\_\_ Birth defects (up to 54% of all birth defects are alcohol related).

#### SOCIAL ISSUES

- \_\_\_ Two-thirds of all homicides are committed by people who drink prior to the crime.
- \_\_\_ Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- \_\_\_ Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- \_\_\_ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- \_\_\_ 40% of family court cases are alcohol problem related.
- \_\_\_ Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

# Attachment A

- More than 60% of burns, 40% of falls, 69% of boating accidents and 76% of private aircraft accidents are alcohol-related.

## THE ANNUAL TOLL

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol caused liver disease.
- 10,000 will die due to alcohol induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol related conditions or accidents.

## WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.



# Attachment A

## ATTACHMENT 3

### AMPHETAMINE FACT SHEET

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

#### DESCRIPTION

- Amphetamine is sold in counterfeit capsules or as white, flat, double-scored “mini-bennies.” It is usually taken by mouth.
- Methamphetamine is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.
- Trade/street names include Biphphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

#### SIGNS AND SYMPTOMS OF USE

- Hyperexcitability, restlessness
- Dilated pupils
- Increased heart rate and blood pressure
- Heart palpitations and irregular beats
- Profuse sweating
- Rapid respiration
- Confusion
- Panic
- Talkativeness
- Inability to concentrate
- Heightened aggressive behavior.

#### HEALTH EFFECTS

- Regular use produces strong psychological dependence and increasing tolerance to drug.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- Withdrawal from the drug may result in severe physical and mental depression.

# Attachment A

## WORKPLACE ISSUES

- Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.
- Low-dose amphetamine use will cause a short-term improvement in mental and physical functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

# Attachment A

## ATTACHMENT 3 (Continued)

### COCAINE FACT SHEET

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are more tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences exhilaration caused by a large release of neurohormones associated with mood elevation.

#### DESCRIPTION

- The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America.
- Cocaine Hydrochloride - “snorting coke” is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per “line” (about 60 to 90 milligrams). Common paraphernalia include a single-edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine.
- Cocaine Base - a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within seven seconds. Common paraphernalia includes a “crack pipe” (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating.
- Trade/street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke and Blow.

#### SIGNS AND SYMPTOMS OF USE

- Financial problems
- Frequent and extended absences from meeting or work assignment
- Increased physical activity and fatigue
- Isolation and withdrawal from friends and normal activities
- Secretive behaviors, frequent non-business visitors, delivered packages, phone calls
- Unusual defensiveness, anxiety, agitation
- Wide mood swings
- Runny or irritated nose
- Difficulty in concentration
- Dilated pupils and visual impairment
- Restlessness
- Formication (sensation of bugs crawling on skin)
- High blood pressure, heart palpitations, and irregular rhythm
- Hallucinations
- Hyperexcitability and overreaction to stimulus
- Insomnia
- Paranoia and hallucinations
- Profuse sweating and dry mouth

# Attachment A

- Talkativeness

## HEALTH EFFECTS

- Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
- Strong psychological dependency can occur with one "hit" of crack. usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug.
- Treatment success rates are lower than for other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last four years.
- Cocaine overdose was the second most common drug emergency in 1986 - up from 11<sup>th</sup> place in 1980.

## WORKPLACE ISSUES

- Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction.
- Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- The high cost of cocaine frequently leads to workplace theft and/or dealing.
- A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.
- Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

# Attachment A

## ATTACHMENT 3 (Continued)

### **CANNABINOIDS (MARIJUANA) FACT SHEET**

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood - and perception-altering effects it produces.

#### **DESCRIPTION**

- Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense.
- Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking “bongs” (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.
- Trade/street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil.

#### **SIGNS AND SYMPTOMS OF USE**

- Reddened eyes (often masked by eyedrops)
- Slowed speech
- Distinctive odor on clothing
- Lackadaisical “I don’t care” attitude
- Chronic fatigue and lack of motivation
- Irritating cough, chronic sore throat

#### **HEALTH EFFECTS GENERAL**

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body’s immune system response, making users more susceptible to infection. The U.S. government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

# Attachment A

## **PREGNANCY PROBLEMS AND BIRTH DEFECTS**

- The active chemical, tetrahydrocannabinol (THC), and 60 other related chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users.
- Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- Pregnant women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life.
- In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.
- Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- Fetal exposure may decrease visual functioning and causes other ophthalmic problems.

## **MENTAL FUNCTION**

Regular use can cause the following effects:

- Delayed decision-making
- Diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long-term negative effects on mental function known as "acute brain syndrome," which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition.

## **ACUTE EFFECTS**

- Aggressive urges
- Anxiety
- Confusion
- Fearfulness
- Hallucinations

# Attachment A

Drug and Alcohol Testing Policy

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- Heavy sedation
- Immobility
- Mental dependency
- Panic
- Paranoid reaction
- Unpleasant distortions in body image.

## WORKPLACE ISSUES

- The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long term effect on performance.
- A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 1978.
- Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana.

# Attachment A

## ATTACHMENT 3 (Continued)

### OPIATES (NARCOTICS) FACT SHEET

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

#### DESCRIPTION

- Natural and natural derivatives - opium, morphine, codeine, and heroin
- Synthetics - meperidine (Demerol), exyomorphone (Numorphan), and oxycodone (Percodan)
- May be taken in pill form, smoked, or injected, depending upon the type of narcotic used.
- Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White.

#### SIGNS AND SYMPTOMS OF USE

- Mood changes
- Impaired mental functioning and alertness
- Constricted pupils
- Depression and apathy
- Impaired coordination
- Physical fatigue and drowsiness
- Nausea, vomiting, and constipation
- Impaired respiration.

#### HEALTH EFFECTS

- IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity.
- Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

#### SOCIAL ISSUES

- There are over 500,000 heroin addicts in the U.S., most of whom are IV needle users.
- An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions.
- Because of tolerance, there is an ever-increasing need for more narcotic to produce the same effect.
- Strong mental and physical dependency occurs.
- The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.



# Attachment A

Drug and Alcohol Testing Policy  
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## WORKPLACE ISSUES

- Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident.
- Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

# Attachment A

## ATTACHMENT 3 (Continued)

### PHENCYCLIDINE (PCP) FACT SHEET

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with eyelids half closed. Sudden noises or physical shocks may cause a “freak out” in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

#### DESCRIPTION

- PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper “packets.”
- It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.
- Trade/street names include Angel Dust, Dust, and Hog.

#### SIGNS AND SYMPTOMS OF USE

- Impaired coordination
- Severe confusion and agitation
- Extreme mood shifts
- Muscle rigidity
- Nystagmus (jerky eye movements)
- Dilated pupils
- Profuse sweating
- Rapid heartbeat
- Dizziness

#### HEALTH EFFECTS

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- Misdiagnosing the hallucinations as LSD induced, and then treating with Thorazine, can cause a fatal reaction.
- Use can cause irreversible memory loss, personality changes, and thought disorders.
- There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions,

# Attachment A

Drug and Alcohol Testing Policy

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paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. the fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

## WORKPLACE ISSUES

- PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting due to the severe disorientation that occurs.

# Attachment A

Drug and Alcohol Testing Policy  
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## ATTACHMENT 4

### LIST OF SAFETY SENSITIVE JOB CLASSIFICATIONS BY TITLE

Vehicle Service Worker I/II

Vehicle Service Detailer

Vehicle Service Technician

Upholsterer

Body Repair Mechanic

Mechanic I/II/III

Lead Mechanic

Fleet Maintenance Supervisor

Fleet Maintenance Manager

Bus Operator

Transit Supervisor

Safety and Training Coordinator

Schedule Analyst

Fixed Route Superintendent

Operations Manager

Paratransit Superintendent

Assistant Paratransit Superintendent

Paratransit Reservation and Scheduling Coordinator

Paratransit Safety & Road Response Coordinator

Paratransit Dispatch / Scheduler

**Paratransit Dispatcher**

Paratransit Operator

Paratransit Mechanic I and II

NOTE: List is subject to change as classifications are amended or added.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager and Assistant General Manager

**SUBJECT: CONSIDERATION OF A THREE YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR THE HIGHWAY 17 CONSOLIDATED TRANSIT SERVICE**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors authorize the General Manager to execute the fifth amendment to the memorandum of understanding (MOU) for Highway 17 consolidated transit service to extend the MOU for an additional three years.**

## II. SUMMARY OF ISSUES

- On April 26, 2004 Santa Cruz METRO established a memorandum of understanding for Highway 17 consolidated transit service with the CALTRANS, the Capitol Corridor Joint Powers Authority (CCJPA), and the Santa Clara Valley Transportation Authority (VTA)
- The MOU will expire on September 30, 2010
- Staff is recommending that the Board of Directors authorize the General Manager to execute a fifth amendment to the MOU for Highway 17 consolidated transit service to extend the MOU for an additional three years

## III. DISCUSSION

On April 26, 2004, an MOU was entered into by Santa Cruz METRO, Caltrans, CCJPA and VTA for the purpose of consolidating the METRO/VTA Highway Express 17 Service with the Amtrak Thruway service and having Santa Cruz METRO actually operating this consolidated service. This consolidated service has been referred to as the METRO/VTA Highway 17 Express/Amtrak Thruway Service, which is considered by the parties to be a combination local commuter and intercity train connector service. The MOU fixed the terms and conditions thereby.

The MOU will expire on September 30, 2010. A three-year extension of the MOU has been discussed with all parties involved. Staff is recommending that the Board of Directors authorize the General Manager to execute the fifth amendment to the MOU for Highway 17 consolidated transit service to extend the MOU for an additional three years.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for the operation of the Highway 17 Express service is contained in the Santa Cruz METRO operating budget.

#### **V. ATTACHMENTS**

**Attachment A:** Fifth Amendment to Memorandum of Understanding for Highway 17 Consolidated Transit Service

# Attachment A

## FIFTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR HIGHWAY 17 CONSOLIDATED TRANSIT SERVICE

This Fifth Amendment to Memorandum of Understanding, is effective on October 1, 2010, by and between the **Santa Cruz Metropolitan Transit District**, a political subdivision of the State of California, (“METRO”), the **California Department of Transportation**, Division of Rail, (Caltrans), the **Capitol Corridor Joint Powers Authority**, (CCJPA), and the **Santa Clara Valley Transportation Authority**, (VTA), together collectively referred to as The Parties, who agree as follows:

### I. RECITALS

- A. On April 26, 2004, the Parties entered into a MOU providing for consolidation of METRO/VTA Highway Express 17 commuter service with Amtrak Thruway intercity train connector service, such consolidated service to be operated by METRO.
- B. On July 1, 2005 the Parties entered into a First Amendment to the MOU amending METRO’s hourly service rate and estimated annual operating costs.
- C. On April 25, 2007 a Second Amendment to the MOU was executed extending the term of the MOU for 30 days, to May 25, 2007.
- D. On May 25, 2007 a Third Amendment to the MOU was executed extending the term of the MOU to September 30, 2007.
- E. On October 1, 2007 a Fourth Amendment to the MOU was executed extending the term of the MOU to September 30, 2010 and to revise certain sections mainly related to the compensation provided by CCJPA and Caltrans. The sections amended in the Fourth Amendment to the MOU were as follows: 2.05, 2.07, 3.01, 3.02(a), 3.02(b), 3.04, 5.01, 6.05(a) and 6.05(b).
- F. The Parties now desire to amend the MOU as follows:
  - (a) Section 3.02(a) to amend the annual adjustment date from May 1<sup>st</sup>, to October 1<sup>st</sup> annually;
  - (b) Section 5.01 to extend the MOU to September 30, 2013; and
  - (c) To revise Exhibits B & C (Attached) to conform with the current schedule and cost estimate.

### II. AMENDMENTS TO MOU

**Now therefore, the MOU is amended as follows:**

- 1. Revised Exhibits B and C are hereby amended and are attached hereto and incorporated herein as though fully set forth herein.

# Attachment A

2. Section 3.02(a), Hourly Rate and Annual Operating Costs, is amended to read:
  - (a) Commencing October 1, 2010 the hourly service rate used to calculate costs shall be \$68.89 and shall be adjusted May 1st of each year thereafter in accordance with the formula set forth in subsection b) below. Caltrans/CCJPA will direct Amtrak to issue a purchase order in favor of METRO in accordance with the terms and conditions of this MOU in order to facilitate the compensation due to METRO pursuant to this MOU. METRO will transmit to Amtrak within 10 working days after the close of each month of operation all tickets collected and the invoice for the preceding month.
3. Sections 3.02(b)(1)and(2), Rate Adjustment, are amended to read:

On an annual basis, beginning May 1, 2011, the hourly rate and annual operating costs provided for in Section 3.02(a) above shall be adjusted based upon the increase in the Consumer Price Index (CPI). The basis for computing the adjustment is the CPI for All Urban Consumers (base year 1982-84=100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics (“Index”). In April of each year, the most recent “Annual” index shall be compared to the “Annual” index for the previous year. The hourly rate and annual operating costs currently in effect shall be increased by the percentage increase of the CPI, if any.
4. Section 5.01 is amended to read:

The term of this MOU is from April 26, 2004 through September 30, 2013.

### **III. EFFECTIVENESS OF MOU**

Except as set forth in this Amendment to MOU, all provisions of the MOU, shall remain unchanged and in full force and effect.

### **IV. AUTHORITY**

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

**IN WITNESS THEREOF**, this Fifth Amendment is executed by the Santa Cruz Metropolitan Transit District, the California Department of Transportation, the Capitol Corridor Joint Powers Authority and the Santa Clara Valley Transportation Authority, the day and year first hereinabove written.



# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:

BY: \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

Approved as to form:

BY: \_\_\_\_\_  
Margaret Gallagher  
District Counsel

## CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans)

BY: \_\_\_\_\_  
WILLIAM D. BRONTE  
Chief Division of Rail

## CAPITOL CORRIDOR JOINT POWERS AUTHORITY (CCJPA)

BY: \_\_\_\_\_  
DAVID KUTROSKY  
Managing Director

## SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)

BY: \_\_\_\_\_  
MICHAEL T. BURNS  
General Manager

Approved as to form:

BY: \_\_\_\_\_  
Counsel  
Valley Transportation Authority (VTA)

## ATTACHMENTS:

- Exhibit B: Highway 17/Amtrak Thruway schedule and routing for modified and expanded service; also includes fare rate information.
- Exhibit C: Highway 17 Cost estimate.

**HIGHWAY 17 EXPRESS Highway 17 Express - Amtrak Thruway**

**San Jose to Scotts Valley and Santa Cruz**

Train Connections				San Jose	Scotts Valley	Santa Cruz		
ACE Arrives	Amtrak San Joaquin Arrives	CALTRAIN Arrives	Amtrak Capitol Corridor Arrives	San Fernando & 7th	San Jose Diridon Station	Cavallaro Transit Center	Metro Center (Pacific Station)	Soquel Park & Ride (Hwy 1 & Soquel Dr.)
			<b>E</b>	<b>D</b>	<b>C</b>	<b>B</b>	<b>A</b>	
<b>Weekdays Southbound</b>								
6:30			● 5:55	6:02	6:40	6:55		
			● 6:55	7:02	7:42	8:02		
		7:35	● 7:40	7:47	8:27	8:47		
7:50			● 8:20	8:30	9:10	9:30		
8:50		8:35	● 8:55	9:05	9:45	10:05		
			9:30	9:40	10:20	10:40		
	11:10		10:10	10:30	10:40	11:20	11:40	
			11:40	11:50	12:30	12:50		
	1:20		12:30	12:40	1:20	1:40		
		1:15	1:25	1:35	2:15	2:35		
			2:30	2:40	3:20	3:40		
		3:15	3:00	3:10	3:50	4:10		
			3:20	3:30	4:10		4:40	
			3:35	3:45	4:30	4:55		
	4:20		4:00	4:10	4:55	5:20		
			4:30	4:40	5:25		5:55	
			4:40	4:50	5:35	6:05		
			4:55	5:05	5:50		6:15	
			5:15	5:25	6:10	6:30		
			5:35	5:45	6:30	6:50		
			5:55	6:05		7:00		
		6:45	6:15	6:25	7:10	7:30		
	7:40		6:55	7:05	7:43	8:03		
			7:35	7:45	8:23	8:38		
			8:25	8:35		9:20		
		8:55	9:05	9:15	9:53	10:08		
	9:45		10:35	10:42	11:20	11:35		

<b>Saturday, Sunday and Holidays Southbound</b>								
				7:40	8:30			
			8:45	9:00	9:50			
				9:50	10:40			
	11:10		10:45	11:00	11:45	12:05		
				11:50	12:40			
				12:45	1:35			
	1:20		1:45	2:00	2:45	3:05		
				2:45	3:35			
		3:15	3:45	4:30	4:50			
	4:20		4:45	5:35	5:55			
			5:20	5:45	6:30	6:50		
			6:45	6:55	7:40	8:00		
	7:40		7:50	8:40				
			8:45	9:05	9:45	10:05		
	9:45		10:10	10:50	11:10			

**Service Notes:** All arrival times after San Jose Diridon Station are approximate due to varying traffic conditions. There may also be traffic delays that impact the Soquel Park & Ride trips. Some buses may hold up to 15 minutes for late Amtrak connections. We apologize for any inconvenience. **Weekend Service does not serve downtown San Jose.**

● - Serves Scotts Valley Drive

**Holidays:** Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

**Routes** Local Santa Cruz UCSC & Westside System Map 10-20 Rts. 3-8  
 Route Locator  
 Scotts Valley / SLV North Coast Mid-County Rts. 40-42  
 Live Oak Rts. 54-56  
 Cabrillo / South County Rts. 66-68  
 Local Watsonville Rts. 69-71,91X  
 Greyhound Rts. 72-79  
 MST  
 Hwy 17

Hwy 17  
MST  
hound  
Grey-  
Watsonville  
Local  
Rts. 72-79  
South County  
Rts. 69-71, 91X  
Live Oak  
Rts. 66-68  
Mid-County  
Rts. 54-56  
North Coast  
Rts. 40-42  
SLV  
Rts. 30-35A  
Westside System  
Map  
Rts. 10-20  
UCSC & Westside System  
Rts. 3-8  
Local Santa Cruz  
Rts. 3-8



# EXHIBIT B

## Headways - Bus Rider's Guide: Fall Service (September 16 - December 8, 2010)

### Highway 17 Express - Amtrak Thruway

#### Santa Cruz and Scotts Valley to San Jose

EXPRESS	Santa Cruz	Scotts Valley	San Jose	Train Connections
<b>A</b> Soquel Park & Ride (Hwy 1 & Soquel Dr.)	<b>B</b> Metro Center (Pacific Station)	<b>C</b> Cavallaro Transit Center	<b>D</b> San Jose Diridon Station	<b>E</b> San Fernando & 5th
				Amtrak Capitol Corridor Departs
				CALTRAIN Departs
				Amtrak San Joaquin Departs
				ACE Departs
Weekdays Northbound				
	4:45	5:00	5:37	5:45
	5:25	5:40	6:17	6:25
5:40		5:55	6:32	6:40
6:00		6:15	6:52	7:00
	6:20		7:10	7:18
	6:45		7:35	7:43
6:35		6:50	7:37	7:47
6:50		7:05	7:52	8:02
7:10		7:25	8:12	8:22
	7:30	7:45	8:32	8:42
	7:55	8:10	8:57	9:07
	9:05	9:20	10:00	10:10
	10:05	10:20	11:00	11:10
	11:00	11:15	11:55	12:05
	12:00	12:15	12:55	1:05
	1:10		2:00	2:10
	2:00		2:50	3:00
	3:00	3:15	4:00	4:10
	3:30	3:45	4:30	4:40
	4:00		4:50	5:00
● 4:30	4:45	5:30	5:40	5:50
5:00		5:50	6:00	
● 5:30	5:45	6:30	6:40	7:15
● 6:15	6:30	7:15	7:23	
	7:15	8:05	8:15	
	9:30	10:15	10:23	

Saturday, Sunday and Holidays Northbound				
	6:40	6:55	7:35	7:50
	8:00		8:50	
	8:40	8:55	9:40	9:50
	10:00		10:50	
	10:50		11:40	
	11:40	11:55	12:40	12:50
	12:50	1:05	1:50	2:20
	1:45		2:35	
	2:35	2:50	3:35	4:25
	3:45		4:35	
	4:35	4:50	5:35	5:50
	5:45		6:35	
	6:35	6:50	7:35	7:50
	8:05		8:55	
	9:00	9:15	10:00	

**Service Notes:** All arrival times after Cavallaro Transit Center in Scotts Valley are approximate due to varying traffic conditions. There may also be traffic delays that impact the Soquel Park & Ride trips. Some buses may hold up to 15 minutes for late Amtrak connections. We apologize for any inconvenience. **Weekend Service does not serve downtown San Jose.**

● - Serves Scotts Valley Drive

**Holidays:** Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.



Fares & Passes							
	Regular Service In Santa Cruz County				Amtrak Highway 17 Express		
	Cash	Day Pass	15-Rides or 5-Day Pass	Monthly Pass	Cash	Day Pass	Monthly Pass
<b>Child (less than 46 inches tall)</b> <small>A limit of three children can ride free with a fare-paying adult. All buses have this height marked at the entrance.</small>	Free	N/A	N/A	N/A	Free	N/A	N/A
<b>Youth (through age 17)</b>	\$1.50	\$4.50	\$22.00	\$35.00	\$5.00	\$10.00	\$113.00
<b>Adult (over age 18)</b>	\$1.50	\$4.50	\$22.00	\$50.00	\$5.00	\$10.00	\$113.00
<b>Discount Fare</b> <small>(See page 3 for Eligibility)</small>	\$0.75	\$2.25	\$11.25	\$25.00	\$2.50	\$10.00	\$113.00
<ul style="list-style-type: none"> <li>● Discounts apply at the time of purchasing an <b>Amtrak Highway 17 Express Day Pass</b>:                             <ul style="list-style-type: none"> <li>● pay only <b>\$5.50</b> when you <u>exchange</u> your METRO Day Pass</li> <li>● pay only <b>\$4.00</b> when you <u>exchange</u> your VTA Day Pass</li> <li>● pay only <b>\$4.00</b> when you <u>display</u> your Caltrain Monthly Ticket for two or more Zones</li> <li>● pay only <b>\$2.00</b> when you <u>display</u> your VTA Express Pass</li> </ul> </li> <li>● <b>METRO Monthly Pass</b> is good for unlimited rides in Santa Cruz County (Amtrak Highway 17 Express excluded)</li> <li>● <b>Amtrak Highway 17 Express Day and Monthly Passes</b> are good for unlimited rides on all METRO and VTA services</li> <li>● Amtrak through-tickets to or from Santa Cruz are honored on all Highway 17 Express buses</li> <li>● MST (Monterey Salinas Transit) transfers are available from the Bus Operator on Routes 71-79, see page 65 for details</li> </ul>							
<b>Cash Fares: Please have exact change ready when boarding the bus.</b> <b>Dollar bills are accepted, but Operators do not make change.</b>							

### Check Cashing Policy

- You may write a check at the Metro Center Information Booth for the purchase of bus passes only
- Your check must be local to the Santa Cruz METRO Service Area (including counties contiguous to Santa Cruz County)
- You must also present a valid California Driver's license or ID when writing a check
- There is a \$15.00 service charge on all returned checks
- VISA and MasterCard also accepted for the purchase of bus passes at the METRO Information Booth

### Why Wait In Lines? Buy Your Passes Online!

Order METRO Passes and Paracruz Convenience Cards on our website, and have them mailed to you.

### Or . . . Use This Mail-In Form:

**Please mail this completed form and your check or money order to:**

Santa Cruz Metro  
920 Pacific Avenue, Suite 21  
Santa Cruz, California 95060

Full Name (please print)

Daytime Phone \_\_\_\_\_

**Total Amount Remitted Must Include \$1.50 Shipping & Handling Fee**

**No refunds or exchanges.**

**Please allow 5 business days from the date the order is received by METRO staff. Thank you!**

Call (831) 425-3822 if you have any questions.

Type Of Pass	Price	Month(s) Requested	Quantity Required	Total Each
Regular Monthly	\$50.00			
Youth (17 & under) Monthly	\$35.00			
Older Adult & Disabled Monthly	\$25.00			
Convenience Card	\$22.00	N/A		
Discount Convenience Card	\$11.25	N/A		
Hwy 17 Express Monthly	\$113.00			

**Add Shipping & Handling Fee +\$1.50**

**Total Amount Remitted**

10.00

## Highway 17 Express Cost Estimate

Cost Per Hour (as of May 1, 2010)	<b>\$68.89</b>
Weekday Hours (Spring Bid March - June)	89.98
# of Weekdays	254
Annual Weekday Hours	<u>22,854.92</u>
Weekend/Holiday Hours (Spring Bid March - June)	30.68
# of Weekend Days	111
Annual Weekend/Holiday Hours	<u>3,405.48</u>
Total Annual Hours	<u>26,260.40</u>
Projected Annual Cost for Service	<u><b>\$1,809,079</b></u>

## Cost Distribution

Farebox Revenue* (Projected FY11)	47.44%	\$858,161
Caltrans/CCJPA	6.88%	\$124,500
San Jose State	1.11%	\$20,000
VTA	16.58%	\$300,000
Santa Cruz METRO	27.99%	\$506,418
Projected Annual Revenue		<u><b>\$1,809,079</b></u>

\*June 10, 2010 Fare Increase is included in this figure.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager and Acting Assistant General Manager  
**SUBJECT:** **ACCEPT AND FILE FINAL REPORT ON FY10 TRIENNIAL REVIEW**

## I. RECOMMENDED ACTION

**Accept and file the Federal Transit Administration (FTA) Final FY10 Triennial Review Report.**

## II. SUMMARY OF ISSUES

- The FTA performs Triennial Reviews of grantees every three years
- Santa Cruz METRO recently underwent this review in March 2010
- In April the “FY 2010 Triennial Review Final Report” was received, and this report was presented to the Board at the April 23 meeting (**Attachment A**)
- Santa Cruz METRO was found to be in full compliance in 21 of the 24 areas evaluated
- One of the deficiencies was related to the calculation of the spare fleet ratio and justification for exceeding the FTA guideline
- The second deficiency relates to the FTA requirements for procurement as it relates to the MetroBase facility contractors and subcontractors
- The third deficiency was found with the FTA written oversight needed on the drug and alcohol program
- In July staff sent a “Response to 2010 Triennial Review Findings” to the FTA documenting the corrective actions taken as they relate to the three (3) deficiencies noted above (**Attachment B**)
- In August, Santa Cruz METRO received the “Fiscal Year 2010 Triennial Review Finding Closeout” letter indicating that corrective actions on the reported recommendations had been achieved and that no further correspondence is required. (**Attachment C**)

## III. DISCUSSION

The United States Code, Chapter 53 of Title 49 requires that the Federal Transit Administration perform reviews and evaluations of urbanized area formula grant activities at least every three years. Santa Cruz METRO provided volumes of information to the FTA consultant in January and February of this year as part of the desk review, in advance of the March 2010 Triennial

Review visit. Santa Cruz METRO was visited by representatives from CDI/DCI Joint Venture in March, to assess grantee management practices, program implementation and an evaluation of compliance with Federal requirements.

As part of the exit interview, the FTA provided METRO staff with the draft final report in March and a final report in April. There are 24 compliance areas that were examined as part of the review. Santa Cruz METRO was in full compliance in 21 areas.

One area where Metro was found to be deficient was with the calculation of the spare fleet ratio and justification for exceeding the FTA spare fleet ratio guideline of 20%. A Fleet Management Plan was submitted to the FTA in July that properly documents the current ratio of 20%. Corrective actions on this deficiency and the reported recommendations have been achieved, and Santa Cruz METRO is in full compliance with FTA requirements.

The second deficiency relates to the FTA requirements for procurement as it relates to the MetroBase facility contractors and subcontractors. This “flow down” requirement is being addressed with a “Subcontracts Oversight Checklist.” Corrective actions on this deficiency and the reported recommendations have been achieved, and Santa Cruz METRO is in full compliance with FTA requirements.

The third deficiency was found with the FTA written oversight needed on the drug and alcohol program. Santa Cruz METRO was found to have a process within compliance for oversight of vendors and collection sites but lacked written documentation to support implementation and follow-up. A documented procedure and oversight program has been implemented to ensure compliance of vendors and collection sites with the FTA Drug & Alcohol Program. Corrective actions on this deficiency and the reported recommendations have been achieved, and Santa Cruz METRO is in full compliance with FTA requirements.

#### **IV. FINANCIAL CONSIDERATIONS**

There are no financial impacts from the FY10 Triennial Review.

#### **V. ATTACHMENTS**

- Attachment A:** FY 2010 Triennial Review Final Report
- Attachment B:** Response to 2010 Triennial Review Findings
- Attachment C:** Fiscal Year 2010 Triennial Review Finding Closeout

# **Attachment A**

*FINAL REPORT*

## **FY2010 TRIENNIAL REVIEW**

of the

**Santa Cruz Metropolitan Transit District  
(Santa Cruz Metro)  
Recipient ID:1675**

**Desk Review: December 2, 2009  
Site Visit: March 22-24, 2010**

**April 2010**

**Prepared for the  
Federal Transit Administration  
Region 9  
San Francisco, California**

by

**CDI/DCI Joint Venture**



# Attachment A

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## I. TRIENNIAL REVIEW BACKGROUND

The United States Code, chapter 53 of title 49, requires the Federal Transit Administration (FTA) of the United States Department of Transportation (USDOT) to perform reviews and evaluations of Urbanized Area Formula Grant activities at least every three years. This requirement is contained in 49 U.S.C. 5307(i).

- (2) At least once every three years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient's program, specifically referring to compliance with statutory and administrative requirements and the extent to which actual program activities are consistent with the activities proposed under subsection (d) of this section and the planning process required under sections 5303-5306 of this title.
- (3) The Secretary may take appropriate action consistent with the review, audit and evaluation under this subsection, including making an appropriate adjustment in the amount of a grant or withdrawing the grant.

The Triennial Review includes a review of the grantee's compliance in 24 areas. The basic requirements for each of these areas are summarized below.

This report presents the findings from the Triennial Review of the Santa Cruz Metropolitan Transit District (Santa Cruz Metro) of Santa Cruz, California. This review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993) and included preliminary reviews of documents on file at the Region 9 Office in San Francisco and on-site discussions and review of the procedures, practices, and records of Santa Cruz Metro as deemed necessary. The review concentrated primarily on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. During the site visit, administrative and statutory requirements were discussed, documents were reviewed, and facilities were toured. Specific documents examined during the Triennial Review are available in FTA's and Santa Cruz Metro's files.

## II. REVIEW PROCESS

The desk review was conducted in the Region 9 Office on December 2, 2009. Following the desk review, a review package was sent to Santa Cruz Metro advising it of the site visit and indicating additional information that would be needed and issues that would be discussed.

The site visit to the Santa Cruz Metropolitan Transit District in Santa Cruz, California occurred on March 22-24. The individuals participating in the review are listed in Section VII of this report.

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At the entrance conference, the purpose of the Triennial Review and the review process were discussed. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. Santa Cruz Metro's transit facilities were toured to provide an overview of activities related to FTA-funded projects. A sample of maintenance records for FTA-funded vehicles was examined during the site visit.

Upon completion of the review, an exit conference was held with Santa Cruz Metro staff to discuss findings, corrective actions, and schedules. This information is summarized in the table in Section V of this report. A draft copy of this report was provided to Santa Cruz Metro at the exit conference.

### **III. DESCRIPTION OF THE GRANTEE**

Santa Cruz Metropolitan Transit District (Santa Cruz Metro) provides transit service in Santa Cruz County, California, serving all of the Cities of Capitola, Santa Cruz, Scotts Valley and Watsonville and unincorporated areas of Santa Cruz County. Santa Cruz Metro is a Transit District formed under the State of California Public Utilities Code, Section 98000. Santa Cruz Metro directly operates all service and uses two local taxicab companies to supplement its paratransit service as needed. The population of the service area is approximately 268,637 persons.

Santa Cruz Metro operates a network of 42 fixed routes. Service is provided weekdays from 4:15 a.m. to 2:00 a.m. Saturday service is operated from 6:05 a.m. to 3:00 p.m. Sunday service is operated from 6:05 a.m. to 3:00 p.m. The grantee's complementary paratransit service, known as ParaCruz, operates during the same days and hours of service as the fixed routes and is provided within ¾ mile of fixed routes, except the Highway 17 commuter route. ParaCruz uses two local taxicab companies, Yellow Cab and Courtesy Cab, to supplement its ADA paratransit service, as needed.

The basic adult fare for bus service is \$1.50. A reduced fare of \$0.75 is offered to seniors, 62 years or older, valid Medicare card holders, and persons with disabilities during off-peak hours. The fare for ADA paratransit service is \$3.00.

Santa Cruz Metro operates a fleet of 102 buses for fixed-route service. Its bus fleet consists of 35- and 40-foot standard and low floor buses. Over the past three years, Santa Cruz Metro has purchased Compressed Natural Gas (CNG) buses with a long term goal of completely replacing the diesel fleet with CNG buses. The current peak requirement is for 83 vehicles. Santa Cruz Metro has a contingency fleet of nine buses and uses them to support a written energy contingency plan. Santa Cruz Metro also has a fleet of 38 vans, which are directly operated.

Santa Cruz Metro operates from an operations facility at 1200 River Street, Santa Cruz. A new MetroBase Maintenance facility was built on the site of 120 and 138 Golf Club Drive and opened in December 2009. Newly renovated Santa Cruz Metro Administration offices are at 110 Mt. Vernon Street. Fleet parking is at 115 Dubois Street. Santa Cruz Metro provides service to

# Attachment A

three transit centers and customer parking facilities located throughout its operating area: Pacific Station, Santa Cruz; Cavallaro Transit Center, Scotts Valley; and Watsonville Transit Center.

Like many transit agencies in California, because of the downturn in the state and national economy, Santa Cruz Metro has lost significant funding from state STA and TDA funds, sales tax revenues, and passenger fares. It has embarked on a complete review of its three to five year financial plan and established a two-year budget framework within which to consider its options for going forward. It has put cost management systems and grants management systems in place and used FTA capital funds to improve the system's productivity and cost effectiveness in the utilization of labor and equipment.

Santa Cruz Metro's National Transit Database Report for FY2009 provided the following financial and operating statistics for its fixed-route and paratransit service:

	<b>Fixed-Route Service</b>	<b>Paratransit Service</b>
Unlinked Passengers	5,793,118	87,726
Revenue Hours	243,250	58,528
Operating Expenses	\$30,618,539	\$3,548,794

Over the past three years, Santa Cruz Metro has completed the following noteworthy projects;

- completed a new bus fuel and wash facility
- purchased and renovated the 110 Vernon Street office building for Santa Cruz Metro Administration offices
- completed and adopted 2008-2012 Short Range Transit Plan
- completed conversion of 40 buses from diesel to CNG.

Noteworthy projects that are on-going include:

- install a facilities video surveillance system for operational security
- construct the MetroBase Maintenance Facility
- complete right-of-way purchase of Pacific Station renovation
- upgrade fleet radio
- purchase five new buses for Highway 17 Express.

### ARRA Projects

- purchase 27 new ParaCruz vans – five minivans and 22 raised roof vans for paratransit service
- purchase Smartcard farebox system
- purchase Giro/HASTUS software for dispatch, planning, and customer service
- purchase three paratransit vans for University of California at Santa Cruz.

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## IV. RESULTS OF THE REVIEW

The Triennial Review focused on Santa Cruz Metro's compliance in 24 areas. This section provides a discussion of the basic requirements and findings in each area. No deficiencies were found with the FTA requirements in 21 of the 24 areas. Deficiencies were found in Satisfactory Continuing Control, Procurement, and Drug & Alcohol Program. There were no deficiencies in areas related to ARRA grants. There were no repeat deficiencies from the last review.

### 1. Legal

Basic Requirement: The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA funded projects. The authority to take all necessary action and responsibility on behalf of the grantee must be properly delegated and executed.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for legal.

### 2. Financial

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, financially maintain and operate FTA funded facilities and equipment, and conduct and respond to applicable audits.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for financial.

### 3. Technical

Basic Requirement: The grantee must be able to implement the FTA-funded projects in accordance with the grant application, Master Agreement, and all applicable laws and regulations, using sound management practices.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for technical.

### 4. Satisfactory Continuing Control

Basic Requirement: The grantee must maintain control over real property, facilities, and equipment and ensure that they are used in transit service.

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Findings: During this Triennial Review of Santa Cruz Metro, deficiencies were found with the FTA requirements for satisfactory continuing control.

Santa Cruz Metro has 102 active revenue vehicles. Maximum peak requirements are for 83 buses. Nineteen spare buses yield a spare ratio of 22.9 percent, exceeding the FTA guideline of 20 percent.

Corrective Action(s) and Schedule: By July 23, 2010, submit to the FTA regional office a fleet management plan to justify the spare ratio of 22.9 percent or to reduce it to the FTA guideline of 20 percent.

## 5. Maintenance

Basic Requirement: Grantees and their subrecipients must keep Federally funded equipment and facilities in good operating order and maintain ADA accessibility features.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for maintenance.

## 6. Procurement

Basic Requirement: FTA grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable Federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, "Third Party Contracting Guidance."

Findings: During this Triennial Review of Santa Cruz Metro, deficiencies were found with the FTA requirements for procurement.

A review of the MetroBase facility contract showed that Santa Cruz Metro did not sufficiently monitor the procurement process of the prime contractor to ensure that its subcontractors met Federal requirements for certifications and that the required Federal clauses were included in their subcontractors' contracts.

Corrective Action(s) and Schedule: By July 23, 2010, Santa Cruz Metro must develop and submit to the FTA regional office oversight procedures to ensure that Santa Cruz Metro prime contractors comply with the appropriate FTA procurement requirements for their subcontractors.

## 7. Disadvantaged Business Enterprise (DBE)

Basic Requirement: The grantee must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

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Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with USDOT requirements for DBE.

## **8. Buy America**

Basic Requirement: Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States. The only exceptions are if FTA has granted a waiver or if the product is subject to a general waiver. Rolling stock must have sixty percent domestic content. Also, final assembly of rolling stock must take place in the United States and grantees must conduct a pre-award and post-delivery audit for purchases of rolling stock in order to verify that the 60 percent domestic content and final assembly requirements were met.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for Buy America.

## **9. Debarment and Suspension**

Basic Requirement: To protect the public interest from and prevent fraud, waste, and abuse in Federal transactions, persons or entities, which by defined events or behavior, that potentially threaten the integrity of Federally administered non-procurement programs, are excluded from participating in FTA assisted programs.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for debarment and suspension.

## **10. Lobbying**

Basic Requirement: Recipients of Federal grants and contracts exceeding \$100,000 must certify compliance with Restrictions on Lobbying before they can receive funds.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for lobbying.

## **11. Planning/Program of Projects**

Basic Requirement: The grantee must participate in the transportation planning process in accordance with FTA requirements, SAFETEA-LU, and the metropolitan and statewide planning regulations.

Grantees must develop and/or participate in a locally developed, coordinated public transit-human services transportation plan that identifies the transportation needs of individuals

# Attachment A

with disabilities, older adults, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation.

Each recipient of a Section 5307 grant shall have complied with the public participation requirements of Section 5307(c)(1) through (7). Each grantee is required to develop, publish, afford an opportunity for a public hearing on, and submit for approval a Program of Projects (POP).

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for planning/POP.

## 12. Title VI

Basic Requirement: The grantee must ensure that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The grantee must ensure that Federally supported transit services and related benefits are distributed in an equitable manner.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for Title VI.

## 13. Fare Increases and Major Service Reductions

Basic Requirement: Section 5307 grantees are expected to have a written locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for fare increases and service reductions.

## 14. Half Fare

Basic Requirement: During non-peak hours for fixed route service supported with Section 5307 assistance, fares charged elderly persons, persons with disabilities, or an individual presenting a Medicare card will not be more than half the peak hour fare.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for half fare.



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## 15. ADA

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for ADA.

## 16. Charter Bus

Basic Requirement: FTA grantees are prohibited from using Federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Grantees are allowed to operate community based charter services excepted under the regulations.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for charter bus.

## 17. School Bus

Basic Requirement: Grantees are prohibited from providing exclusive school bus service unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service. School tripper service that operates and looks like all other regular service is allowed.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for school bus.

## 18. National Transit Database (NTD)

Basic Requirement: Grantees that receive 5307 and 5311 grant funds must collect, record, and report financial and non-financial data in accordance with the Uniform System of Accounts (USOA) and the *National Transit Database (NTD) Reporting Manual* as required by 49 USC 5335(a).

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for National Transit Database.

# Attachment A

## 19. Safety and Security

Basic Requirement: Any recipient of Urbanized Area Formula Grant Program funds must annually certify that it is spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary.

Under the safety authority provisions of the Federal transit laws, the Secretary has the authority to investigate the operations of the grantee for any conditions that appear to create a serious hazard of death or injury, especially to patrons of the transit service. States are required to oversee the safety of rail fixed guideway systems through a designated oversight agency, per 49 CFR Part 659, Rail Fixed Guideway Systems, State Safety Oversight. FTA has developed web sites for Bus Safety and Rail Safety. These sites include helpful tools, such as resources, self assessments, and forums.

Under security, a list of 17 Security and Emergency Management Action Items has been developed by FTA and the Department of Homeland Security's Transportation Security Administration (TSA). This list of 17 items, an update to the original FTA Top 20 security action items list, was developed in consultation with the public transportation industry through the Mass Transit Sector Coordinating Council, for which the American Public Transportation Association (APTA) serves as Executive Chair. Security and Emergency Management Action Items for Transit Agencies aim to elevate security readiness throughout the public transportation industry by establishing baseline measures that transit agencies should employ. Additionally, FTA has developed an extensive website for transit security.

The goal of FTA's Safety and Security Program is to achieve the highest practical level of safety and security in all modes of transit. To this end, FTA continuously promotes the awareness of safety and security throughout the transit community by establishing programs to collect and disseminate information on safety/security concepts and practices. In addition, FTA develops guidelines that transit systems can apply in the design of their procedures and by which to compare local actions. Many of the questions in this review area are designed to determine what efforts grantees have made to develop and implement safety, security, and emergency management plans. While there may not be specific requirements associated with all of the questions, grantees are encouraged to implement the plans, procedures, and programs referenced in these questions. For this reason, findings in this area will most often result in advisory comments rather than deficiencies.

Findings: A summary of Santa Cruz Metro's expenditures of Section 5307 funds for security projects is provided in Section VI of this report.

During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for safety and security.

# Attachment A

## 20. Drug-Free Workplace

Basic Requirement: FTA grantees are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program.

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for drug-free workplace.

## 21. Drug and Alcohol Program

Basic Requirement: Grantees receiving Urbanized Area Formula Program (Section 5307), Non-Urbanized Area Formula Program (Section 5311), or Capital Investment Program (Section 5309) funds must have a drug and alcohol testing program in place for all safety-sensitive employees.

Findings: During this Triennial Review of Santa Cruz Metro, deficiencies were found with the FTA requirements for the drug and alcohol program.

Santa Cruz Metro has a compliance process for its oversight of vendors and collection sites but lacks documentation to support its implementation and, if necessary, follow-up.

Corrective Action(s) and Schedule: By July 23, 2010, develop and submit to the FTA regional office a written oversight program that describes its process, tasks, schedule, and follow-up for evaluating the compliance of vendors and collection sites with the FTA Drug & Alcohol Program.

## 22. Equal Employment Opportunity (EEO)

Basic Requirement: The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance from the Federal transit laws. (Note: EEOC's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for EEO.

## 23. ITS Architecture

Basic Requirement: Intelligent Transportation Systems (ITS) projects funded by the Highway Trust Fund and the Mass Transit Account must conform to the National ITS Architecture, as well as to United States Department of Transportation (USDOT) adopted ITS Standards.

# Attachment A

Findings: During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for ITS architecture.

## 24. American Recovery and Reinvestment Act (ARRA)

Basic Requirement: Grantees must have the legal, financial, and technical capacity to carry out the proposed program of projects and meet the additional reporting requirements for its ARRA-funded grant activities.

Findings. Santa Cruz Metro has two active ARRA grants. Projects funded by that/those grants are:

- purchase 27 new ParaCruz vans – five minivans and 22 raised roof vans for paratransit service
- Purchase Smartcard farebox system
- Purchase Giro/HASTUS software for dispatch, planning, and customer service, and purchased three paratransit vans for University of California at Santa Cruz.

During this Triennial Review of Santa Cruz Metro, no deficiencies were found with the FTA requirements for ARRA.

# Attachment A

## V. SUMMARY OF FINDINGS AND CORRECTIVE ACTIONS

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
1. Legal	ND				
2. Financial	ND				
3. Technical	ND				
4. Satisfactory Continuing Control	D-08	Excessive fixed route spare ratio	Submit to the FTA regional office a plan to justify its spare ratio or to reduce it to the FTA guideline of 20%.	July 23, 2010	
5. Maintenance	ND				
6. Procurement	D-15	Subrecipient's and/or third party contractor's procurement process deficient	Develop and submit to the FTA regional office oversight procedures that will monitor and ensure that prime contractors comply with the appropriate FTA procurement requirements for their subcontractors.	July 23, 2010	
7. Disadvantaged Business Enterprise	ND				
8. Buy America	ND				
9. Debarment and Suspension	ND				
10. Lobbying	ND				
11. Planning/POP	ND				
12. Title VI	ND				
13. Fare Increases and Service Reductions	ND				
14. Half Fare	ND				
15. ADA	ND				
16. Charter Bus	ND				
17. School Bus	ND				
18. National Transit Database	ND				
19. Safety and Security	ND				
20. Drug-Free Workplace	ND				
21. Drug and Alcohol Program	D-09	Drug and/or alcohol program vendors not properly monitored	Develop and submit to the FTA regional office a written oversight program that describes its process, tasks, schedule, and follow-up for evaluating the compliance of vendors, collection sites, and test sites with the FTA Drug & Alcohol Program.	July 23, 2010	

# Attachment A

22. Equal Employment Opportunity	ND				
23. ITS Architecture	ND				
24. ARRA	ND				

Findings: ND = No Deficiencies; D = Deficient; AC = Advisory Comment; NA = Not Applicable

# Attachment A

## VI. TRANSIT SECURITY EXPENDITURES

Does the grantee expend one percent or more of its Section 5307 Urbanized Area Formula Grant funds for transit security?

FY2007:	Yes:	X	No:	
FY2008:	Yes:		No:	X
FY2009:	Yes:		No:	X

If no, why does the grantee consider such expenditure unnecessary? (check all that apply)

	No deficiency found from a threat and vulnerability assessment
	TSA/FTA Security and Emergency Management Action Items met or exceeded
X	Other (please describe): Santa Cruz Metro uses state funds as well as Federal sources to support its safety and security program.

Security Funding	FTA Section 5307 Funds (in Dollars)		
	FY 2007	FY 2008	FY 2009
Total amount of 5307 Funds expended	\$3,877,198	\$4,178,317	\$4,753,504
Amount of 5307 Funds expended on security	\$37,987	\$33,457	\$35,371
Percent of 5307 Funds expended on security	1.00%	0.80%	0.74%
<b>Infrastructure/Capital Improvement Security Projects:</b>			
Lighting, Fencing & Perimeter Control			
CCTV and Surveillance Technology			
Communications Systems		\$33,457	\$35,371
Security Planning			
Drills & Tabletop Exercises			
Employee Security Training			
Other Security-Related Infrastructure & Capital Improvements (please list): _____			
<b>Operating/Personnel Expenditures (can only be used by agencies in areas with populations UNDER 200,000):</b>			
Contracted Security Force			
In-house Security Force			
Other Security-Related Operating Expenditures (please list): _____			

# Attachment A

## VII. ATTENDEES

Name	Title/Organization	Phone Number	E-mail Address
<b><i>Santa Cruz Metro</i></b>			
Ciro Aguirre	Operations	831-425-8951	caguirre@scmtd.com
Robyn Slater	Human Resources	831-423-5582	rslater@scmtd.com
Mary Ferrick	Operations	831-425-8951	mferrick@scmtd.com
Frank Bauer	Operations	831-425-8951	fbauer@scmtd.com
Mark Hickey	Paracruz	831-425-4664	mhickey@scmtd.com
April Warnock	Paracruz	831-425-4664	awarnock@scmtd.com
Harlan Glatt	IT	831-426-4663	hglatt@scmtd.com
Debbie Kinslow	Finance	831-426-6080	dkinslow@scmtd.com
Robert Cotter	Maintenance	831-426-6080	rcotter@scmtd.com
Erich Friedrich	Planning	831-426-6080	efriedrich@scmtd.com
Margaret Gallagher	Legal	831-426-6080	pgallagher@scmtd.com
Lloyd Longnecker	Finance-Purchasing	831-426-6080	longnecker@scmtd.com
Thomas Hiltner	Finance	831-426-6080	thiltner@scmtd.com
Angela Aitken	Finance/Administration	831-426-6080	aaitken@scmtd.com
Les White	General Manager	831-426-6080	lwhite@scmtd.com
Tove Beatty	Interim Grants/Legislative	831-426-4663	tbeatty@scmtd.com
Terry Gale	IT	831-426-6080	tgale@scmtd.com
Frank Cheng	Project Manager	831-425-4664	fcheng@scmtd.com
Eileen Wagley	Paracruz	831-426-0199	epavlik@scmtd.com
<b><i>FTA</i></b>			
Audrey Bredehoft	Program Manager (tele-conference)	415-744-2597	Audrey.bredehoft@dot.gov
<b><i>CDI/DCI Joint Venture</i></b>			
Robert Prangley	Reviewer	513-236-7784	rprangley@fuse.net



# Attachment B

*Santa Cruz Metropolitan  
Transit District*



July 23, 2010

Ms. Audrey Bredehoff, Project Manager  
Federal Transit Administration, Region IX  
201 Mission Street  
San Francisco, CA 94105-1839

Mr. Robert Prangle  
CDI/DCI Joint Venture  
745 Crevelings Lane  
Cincinnati, OH 45226

Re: Response to 2010 Triennial Review Findings

Dear Ms. Bredehoff and Mr. Prangle:

Santa Cruz Metropolitan Transit District (Santa Cruz METRO) is addressing the deficiencies noted in the March 22-24, 2010 Triennial Review. The deficiencies were in three of the 24 areas evaluated: Satisfactory Continuing Control (spare fleet ratio); Procurement (oversight procedures for prime and sub-contractors); and Drug and Alcohol Program (oversight program to evaluate vendor and collection site compliance). Santa Cruz METRO was given until July 23, 2010 to complete the following:

- A Fleet Management Plan to justify the spare fleet ratio (Attachment A);
- Oversight procedures ensuring that prime contractors comply with procurement requirements for subcontractors (Attachment B);
- Oversight program for evaluating compliance of vendors and collection sites with the FTA Drug & Alcohol Program (Attachment C).

The attachments described above include the additional information requested by Mr. Prangle, including fleet vehicle listings of active and contingency fleet vehicles, justification of peak pull-out requirements, a sub-contractor checklist to be provided to all prime contractors, a record of the certified payroll that Mr. Prangle requested be available on-site, and a formal procedure to comply with FTA 40 Part 655, Drug & Alcohol oversight requirements.

Should you have any questions on the above, please do not hesitate to contact myself or Angela Aitken, Acting Assistant General Manager and Finance Manager, at 831-426-6080.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie R. White".

Leslie R. White  
General Manager

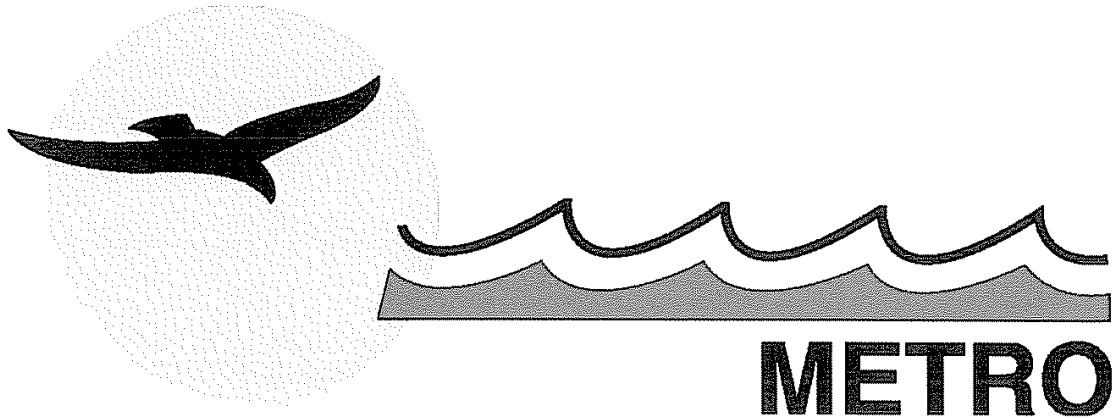
Attachments

cc:   Ciro Aguirre           Mary Ferrick  
      Angela Aitken       Margaret Gallagher  
      Frank Cheng        Lloyd Longnecker  
      Robert Cotter       Robyn Slater

*110 Vernon Street, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117  
METRO online at <http://www.scmtd.com>*

**11.b1**

# **Attachment B**



**SANTA CRUZ METRO  
FTA RECIPIENT ID #1675**

**FTA 2010 TRIENNIAL REVIEW RESPONSES**

**ATTACHMENT A**

**11.b2**

# Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 2010 FTA TRIENNIAL REVIEW RESPONSE

### FLEET MANAGEMENT SUMMARY AND SPARE FLEET RATIO OF 20%

Santa Cruz METRO operates an active fleet of 102 vehicles with a contingency fleet of 10 vehicles bringing the total fleet to 112, all of which are detailed on the attached lists.

Santa Cruz METRO's peak pull-out requirement is 85. During most weekday peak hours, the highest demand is 77 vehicles. Due to the documented need for extra buses for holiday and Friday pull-outs, particularly of the Highway 17 Express service, an additional eight (8) buses are needed on holidays and Fridays. Highway 17 requires five (5) additional buses at these times and fixed-route local service requires up to three (3) additional buses, all on a regular, weekly basis. Due to this and other reasons discussed herein, the peak requirement is 85.

Santa Cruz METRO is like many other transit agencies in that it has 40 CNG-fueled buses in service which have John Deere engines. There is an endemic flaw with the John Deere engines, specifically the UEGO (Universal Exhaust Gas Oxygen) sensors, which continually give false trouble codes that shut down buses on the road. As a result, Santa Cruz METRO will have up to 10 CNG-fueled buses with John Deere issues in the shop on any given day, which results in a significant decrease in available spare buses.

Santa Cruz METRO has attempted several fixes for the John Deere UEGO problem and worked with Valley Power, various inspectors and John Deere's Service Department. As of July 2009, Valley Power has replaced 234 warrantied UEGOs at the cost of \$1,100 per unit. This translates to almost six (6) replacement UEGOs *per bus*. Santa Cruz METRO is of the opinion that this is a fleet defect and has submitted an application to the FTA's State of Good Repair Discretionary Grants program to bolster its CNG fleet, in part due to the UEGO issue. In fact, it is important to note that a class-action lawsuit against John Deere for the UEGO flaw in their CNG engines is in the works and may involve transit agencies nationwide.

With an active fleet of 102 and a peak pull-out of 85 buses, Santa Cruz METRO has 17 spare fleet vehicles. The ratio of spares to the peak need is exactly 20% (17/85).

# Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT REVENUE VEHICLE LISTING							
Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	
1	8105	NEW FLYER	Bus	1989	C05KU013473	E-114018	D40
2	8106	NEW FLYER	Bus	1989	C07KU013474	E-114016	D40
3	8107	NEW FLYER	Bus	1989	C09KU013475	E-114019	D40
4	9801	NEW FLYER	Bus	1998	5FYD2SL04WU018344	E-1019702	D35LF
5	9802	NEW FLYER	Bus	1998	5FYD2SL06WU018345	E-1019703	D35LF
6	9803	NEW FLYER	Bus	1998	5FYD2SL08WU018346	E-1019704	D35LF
7	9804	NEW FLYER	Bus	1998	5FYD2SL0XWU018347	E-1019705	D35LF
8	9805	NEW FLYER	Bus	1998	5FYD2SL01WU018348	E-1019706	D35LF
9	9806	NEW FLYER	Bus	1998	5FYD2SL03WU018349	E-1019707	D35LF
10	9807	NEW FLYER	Bus	1998	5FYD2SL0XWU018350	E-1019708	D35LF
11	9808	NEW FLYER	Bus	1998	5FYD2SL01WU018351	E-1019709	D35LF
12	9809	NEW FLYER	Bus	1998	5FYD2SL03WU018352	E-1019710	D35LF
13	9810	NEW FLYER	Bus	1998	5FYD2SL05WU018353	E-1019711	D35LF
14	9811	NEW FLYER	Bus	1998	5FYD2SL07WU018354	E-1019712	D35LF
15	9812	NEW FLYER	Bus	1998	5FYD2SL09WU018355	E-1019713	D35LF
16	9813	NEW FLYER	Bus	1998	5FYD2SL00WU018356	E-1019714	D35LF
17	9814	NEW FLYER	Bus	1998	5FYD2SL02WU018357	E-1019715	D35LF
18	9815	NEW FLYER	Bus	1998	5FYD2SL04WU018358	E-1019716	D35LF
19	9816	NEW FLYER	Bus	1998	5FYD2SL06WU018359	E-1019717	D35LF
20	9817	NEW FLYER	Bus	1998	5FYD2SL02WU018360	E-1019718	D35LF
21	9818	NEW FLYER	Bus	1998	5FYD2SL04WU018361	E-1019719	D35LF
22	9819	NEW FLYER	Bus	1998	5FYD2LL09WU018362	E-1011093	D40LF
23	9820	NEW FLYER	Bus	1998	5FYD2LL00WU018363	E-1011094	D40LF
24	9821	NEW FLYER	Bus	1998	5FYD2LL02WU018364	E-1011095	D40LF
25	9822	NEW FLYER	Bus	1998	5FYD2LL04WU018365	E-1011096	D40LF
26	9823	NEW FLYER	Bus	1998	5FYD2LL06WU018366	E-1011097	D40LF
27	9824	NEW FLYER	Bus	1998	5FYD2LL08WU018367	E-1011098	D40LF
28	9825	NEW FLYER	Bus	1998	5FYD2LL0XWU018368	E-1011099	D40LF
29	9826	NEW FLYER	Bus	1998	5FYD2LL01WU018369	E-1019700	D40LF
30	9827	NEW FLYER	Bus	1998	5FYD2LL08WU018370	E-1019701	D40LF
31	9828	NEW FLYER	Bus	1998	5FYD2LLOXWU018371	E-1019722	D40LF
32	9829	NEW FLYER	Bus	1998	5FYD2LL01WU018372	E-1019720	D40LF
33	9830	NEW FLYER	Bus	1998	5FYD2LL03WU018373	E-1019721	D40LF
34	9836	GILLIG	Bus	1984	15GCD0816E1080803	E-445987	40TB/96
35	9837	GILLIG	Bus	1984	15GCD081XE1080805	E-445993	40TB/96
36	9838	GILLIG	Bus	1984	15GCD0816E1080807	E-445991	40TB/96
37	9839	GILLIG	Bus	1984	15GCD0814E1080811	E-445940	40TB/96
38	9840	GILLIG	Bus	1984	15GCD0816E1080812	E-445939	40TB/96
39	2201	NEW FLYER	Bus	2002	5FYC2LP092U024047	1133345	C40LF
40	2202	NEW FLYER	Bus	2002	5FYC2LP002U024048	1133346	C40LF
41	2203	NEW FLYER	Bus	2002	5FYC2LP022U024049	1133347	C40LF
42	2204	NEW FLYER	Bus	2002	5FYC2LP092U024050	1133348	C40LF

# Attachment B

43	2205	NEW FLYER	Bus	2002	5FYC2LP002U024051	1133349	C40LF
44	2206	NEW FLYER	Bus	2002	5FYC2LP022U024052	1139300	C40LF
45	2207	NEW FLYER	Bus	2002	5FYC2LP042U024053	1139301	C40LF
46	2208	NEW FLYER	Bus	2002	5FYC2LP062U024054	1139302	C40LF
47	2210	NEW FLYER	Bus	2003	5FYD2GL082U024705	1161769	D35LFC
48	2211	NEW FLYER	Bus	2003	5FYD2GL0X2U024706	1156746	D35LFC
49	2212	NEW FLYER	Bus	2003	5FYD2GL012U024707	1156749	D35LFC
50	2213	NEW FLYER	Bus	2003	5FYD2GL032U024708	1161750	D35LFC
51	2214	NEW FLYER	Bus	2003	5FYD2GL052U024709	1161773	D35LFC
52	2215	NEW FLYER	Bus	2003	5FYD2GL012U024710	1161774	D35LFC
53	2216	NEW FLYER	Bus	2003	5FYD2GL032U024711	1161761	D35LFC
54	2217	NEW FLYER	Bus	2003	5FYD2GL052U024712	1161775	D35LFC
55	2218	NEW FLYER	Bus	2003	5FYD2GL072U024713	1161757	D35LFC
56	2219	NEW FLYER	Bus	2003	5FYD2GL092U024714	1161770	D35LFC
57	2220	NEW FLYER	Bus	2003	5FYD2GL002U024715	1161762	D35LFC
58	2221	NEW FLYER	Bus	2003	5FYD2GL022U024716	1161767	D35LFC
59	2222	NEW FLYER	Bus	2003	5FYD2GL042U024717	1161763	D35LFC
60	2223	NEW FLYER	Bus	2003	5FYD2GL062U024718	1161766	D35LFC
61	2224	NEW FLYER	Bus	2003	5FYD2GL082U024719	1161764	D35LFC
62	2225	NEW FLYER	Bus	2003	5FYD2LL052U024640	1156748	D40LFC
63	2226	NEW FLYER	Bus	2003	5FYD2LL072U024641	1156747	D40LFC
64	2227	NEW FLYER	Bus	2003	5FYD2LL092U024642	1161765	D40LFC
65	2228	NEW FLYER	Bus	2003	5FYD2LL002U024643	1161755	D40LFC
66	2229	NEW FLYER	Bus	2003	5FYD2LL022U024644	1161776	D40LFC
67	2230	NEW FLYER	Bus	2003	5FYD2LL042U024645	1161771	D40LFC
68	2231	NEW FLYER	Bus	2003	5FYD2LL062U024646	1161754	D40LFC
69	2232	NEW FLYER	Bus	2003	5FYD2LL082U024647	1161753	D40LFC
70	2233	NEW FLYER	Bus	2003	5FYD2LL0X2U024648	1161768	D40LFC
71	2234	NEW FLYER	Bus	2003	5FYD2LL012U024649	1161772	D40LFC
72	2235	NEW FLYER	Bus	2003	5FYD2LL082U024650	1161779	D40LFC
73	2236	NEW FLYER	Bus	2003	5FYD2LL0X2U024651	1161756	D40LFC
74	2237	NEW FLYER	Bus	2003	5FYD2LL012U024652	1161777	D40LFC
75	2238	NEW FLYER	Bus	2003	5FYD2LL032U024653	1161778	D40LFC
76	2301	ORION	BUS	2003	1VHAH3A2536502006	1119644	V
77	2302	ORION	BUS	2003	1VHAH6A2936502141	1179154	V
78	2303	ORION	BUS	2003	1VHAH6A2036502142	1179155	V
79	2304	ORION	BUS	2003	1VHAH6A2236502143	1179156	V
80	2305	ORION	BUS	2003	1VHAH6A2436502144	1179157	V
81	2306	ORION	BUS	2003	1VAHA6A2636502145	1179161	V
82	2307	ORION	BUS	2003	1VHAH6A2836502146	1179163	V
83	2308	ORION	BUS	2003	1VHAH6A2X36502147	1179162	V
84	2309	ORION	BUS	2003	1VHAH6A2136502148	1179164	V
85	2310	ORION	BUS	2003	1VHAH6A2336502149	1179165	V
86	2311	ORION	BUS	2003	1VHAH6A2X36502150	1179166	V
87	2406	FORD/GOSHEN	BUS	2003	1FDXE45S33HB85227	1172520	GCII
88	2601	NEW FLYER	BUS	2006	5FYC4FP076C030758	1263658	C40LF
89	2602	NEW FLYER	BUS	2006	5FYC4FP096C030759	1263657	C40LF

# Attachment B

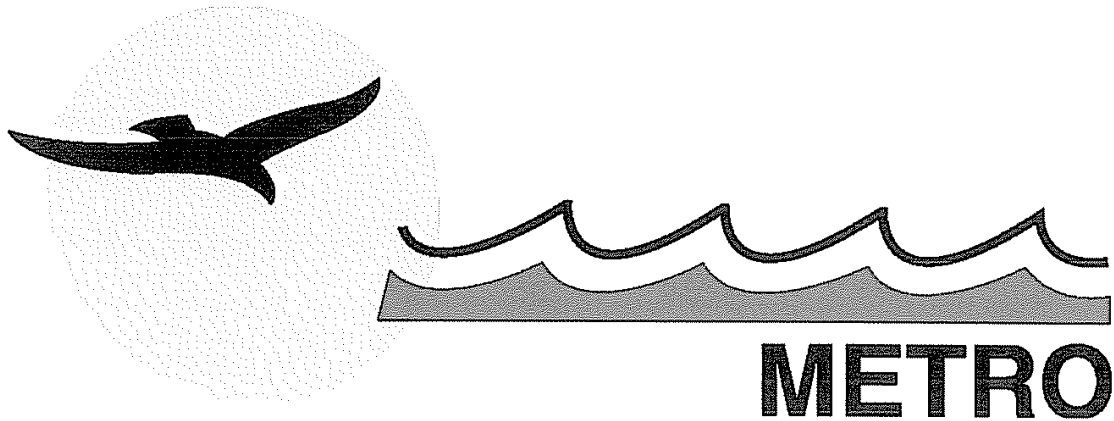
90	2801	NEW FLYER	BUS	2008	5FYC4FB058C034575	1297781	C40LF
91	2802	NEW FLYER	BUS	2008	5FYC4FB078C034576	1297782	C40LF
92	2803	NEW FLYER	BUS	2008	5FYC4FB098C034577	1297783	C40LF
93	2804	NEW FLYER	BUS	2008	5FYC4FB008C034578	1297784	C40LF
94	2805	NEW FLYER	BUS	2008	5FYC4FB028C034579	1297785	C40LF
95	2806	NEW FLYER	BUS	2008	5FYC4FB028C034372	1297767	C40LF
96	2807	NEW FLYER	BUS	2008	5FYC4FB048C034373	1297768	C40LF
97	2808	NEW FLYER	BUS	2008	5FYC4FB068C034374	1297769	C40LF
98	2809	NEW FLYER	BUS	2008	5FYC4FB088C034375	1297770	C40LF
99	2810	NEW FLYER	BUS	2008	5FYC4FB0X8C034376	1297771	C40LF
100	2811	NEW FLYER	BUS	2008	5FYC4FB018C034377	1297772	C40LF
101	2812	NEW FLYER	BUS	2008	5FYC4FB038C034378	1297773	C40LF
102	2813	NEW FLYER	BUS	2008	5FYC4FB058C034379	1297774	C40LF
102	TOTAL						

# Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CONTINGENCY FLEET LISTING

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	
1	8100	NEW FLYER	Bus	1989	C01KU013468	E-114011	D40
2	8101	NEW FLYER	Bus	1989	C03KU013469	E-114010	D40
3	8102	NEW FLYER	Bus	1989	C0XKU013470	E-114012	D40
4	8103	NEW FLYER	Bus	1989	C01KU013471	E-114013	D40
5	9831	GILLIG	Bus	1984	15GCD081XE1080814	E-445937	40TB/96
6	9832	GILLIG	Bus	1984	15GCD0814E1080787	E-445941	40TB/96
7	9833	GILLIG	Bus	1984	15GCD0813E1080790	E-445975	40TB/96
8	9834	GILLIG	Bus	1984	15GCD0817E1080792	E-445977	40TB/96
9	9835	GILLIG	Bus	1984	15GCD081DE1080800	E-445984	40TB/96
10	10	CHANCE	TROL/REP	2002	1C9S2CCS62W535135	E-1139326	AH-28
10	TOTAL						

# **Attachment B**



**SANTA CRUZ METRO  
FTA RECIPIENT ID #1675**

**FTA 2010 TRIENNIAL REVIEW RESPONSES**

**ATTACHMENT B**

**11.b8**



# Attachment B

NAME OF Subcontractor:

SANTA CRUZ METRO'S CONSTRUCTION CONTRACTS  
SUBCONTRACTS OVERSIGHT CHECKLIST

DATE OF SUBCONTRACT EXECUTION:

Y= Yes N=NO	Questions	Comments	Citations
<input type="checkbox"/>	Was this Subcontractor listed on the Designation of Subcontractor (Bid Form Document 9)?		CA Public Contract Code §§ 4100-4114
<input type="checkbox"/>	If Subcontractor was not listed on the Designation of Subcontractor (Bid Form Document 9) during the Bid process, did Santa Cruz METRO consent to the Subcontractor?		
<input type="checkbox"/>	Has Santa Cruz METRO been provided with the contract between the prime Contractor and the Subcontractor? If so, attach it to this checklist. If not, it must be obtained in order to complete this review.		





# Attachment B

NAME OF Subcontractor: \_\_\_\_\_ SANTA CRUZ METRO'S CONSTRUCTION CONTRACTS DATE OF SUBCONTRACT EXECUTION: \_\_\_\_\_  
 SUBCONTRACTS OVERSIGHT CHECKLIST

<input type="checkbox"/>	Is the "Privacy Act" Clause included in the subcontract?		METRO Contract Part VI §1.17
<input type="checkbox"/>	Is the "Recycled Products" Clause included in the subcontract?		METRO Contract Part VI, §1.20
<input type="checkbox"/>	Is the "Fly America Requirements" Clause included in the subcontract?		METRO Contract Part VI, §1.21
<input type="checkbox"/>	Is the "Cargo Preference - Use of United States Flag - Vessels" Clause included in the subcontract?		METRO Contract Part VI §1.22
<input type="checkbox"/>	Are there "Termination for Convenience and Default" Clauses in the subcontract?		METRO Contract Part VI, §1.23; and Part III §§2.01 & 2.02
<input type="checkbox"/>	Are there "Breaches and Dispute Resolution" Clauses in the subcontract?		METRO Contract Part VI, §1.25

CERTIFICATION \_\_\_\_\_

I have reviewed the Subcontract referred to above and have determined that it has met METRO requirements,

# Attachment B

NAME OF Subcontractor:

California State law and FTA requirements.

SANTA CRUZ METRO'S CONSTRUCTION CONTRACTS  
SUBCONTRACTS OVERSIGHT CHECKLIST

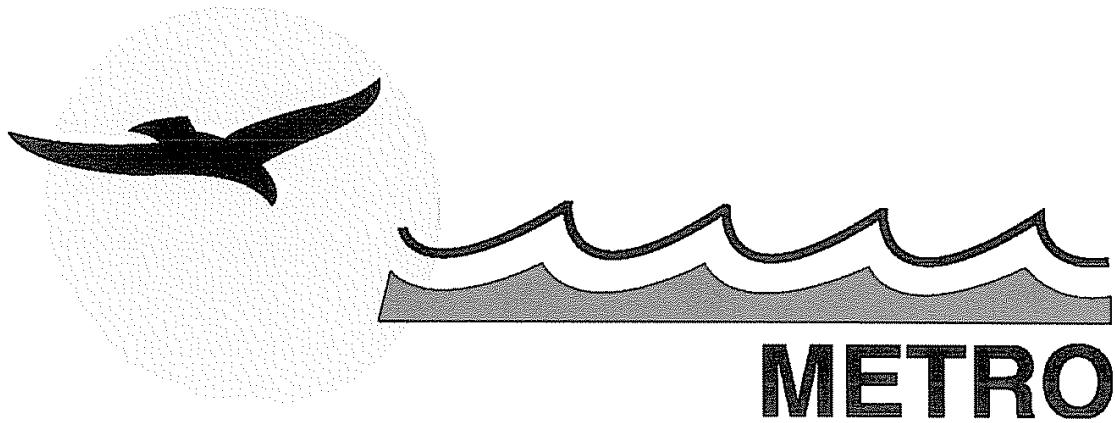
DATE OF SUBCONTRACT EXECUTION:

\_\_\_\_\_  
Frank Cheng, Project Manager

\_\_\_\_\_  
DATE

**11.b13**

# **Attachment B**



**SANTA CRUZ METRO  
FTA RECIPIENT ID #1675**

**FTA 2010 TRIENNIAL REVIEW RESPONSES**

**ATTACHMENT C**

**11.b14**

# Attachment B

## 2010 FTA TRIENNIAL REVIEW COMPLIANCE PROCEDURES RELATED TO CONTRACTED VENDORS USED BY SANTA CRUZ METRO REQUIRED IN COMPLIANCE WITH FTA 40 PART 655

### CONTRACTORS

In the first quarter of each calendar year:

1. Contractors are required to provide the MIS document which the Designated Employer Representative (DER) reviews to make sure contractor's tests comply with FTA regulations regarding number of random drug and alcohol tests taken during the year.

If the contractor does not comply by providing the necessary form the DER will schedule an appointment and go to the contractor's place of business, audit the contractor's drug and alcohol tests for the year and then assist the contractor in completing the MIS report.

If the contractor did not complete the required number of drug and alcohol tests the DER would meet with District Counsel and the General Manager to determine whether or not Santa Cruz METRO would continue to utilize the contractor.

2. The DER also contacts contractors to determine if there have been any new hires during the year. If so, the DER requests copies of the documents showing the new hire has received the contractor's policy and the minimum required training (one hour). The training must review all types of tests (i.e. Random, Post Accident, Reasonable Suspicion and Pre-employment) given and the effects of FTA specified drugs and alcohol.

If the contractor has not completed the required training, the DER would require the contractor to train employees and provide the DER with proof that the training had taken place. The length of time the contractor has to complete the training would depend on the number of individuals that need to be trained. The maximum amount of time the DER would allow for training would be one month. Until the employee receives training they would not be allowed to perform Santa Cruz METRO work.

3. The DER must confirm that all contractors maintain any records related to their FTA Drug and Alcohol testing program in a secure location.

If the contractor does not have all the required documentation the DER will work with the contractor and assist him/her in getting the necessary documents from the Medical Review Officer, the Lab and the collections site. If the records are not kept in a secure location, the DER will visit the contractor and assist them in determining an appropriate location to store the records. If the contractor needs to purchase a locking cabinet the DER will allow one week for the contractor to purchase the cabinet and secure the documents.

After a week the DER will again visit the contractor and inspect the location where the records are kept. If the contractor is still out of compliance the DER would meet with the District Counsel and the General Manager to determine whether or not Santa Cruz METRO would continue to utilize the contractor.

# Attachment B

## Throughout the year:

1. The DER oversees the contractors' program by direct observation, visiting the contractors' place of business with little or no notice to confirm that all documents are still maintained in a secure location. The DER may ask to see a copy of the contractors' training documents or look at the testing documents for the year.

If there are any areas that are out of compliance the DER will write a letter to the contractor specifying each non-compliant issue, provide a method of correction, and provide a deadline by which the contractor must complete the required correction(s). If the contractor is still out of compliance the DER would meet with the District Counsel and the General Manager to determine whether or not Santa Cruz METRO would continue to utilize the contractor.

2. The DER asks if the contractor has any questions regarding the FTA Drug and Alcohol testing program.
3. The DER notifies contractors if there have been changes to the law requiring a change in policy. If a change is needed the DER assists the contractor with new wording and/or provide Santa Cruz METRO's language changes for the vendor to use. The contractor will be provided with a deadline in which to complete the policy change. The contractor will be required to send the DER a copy of the revised policy for review. If the policy is not correct the DER will work with the contractor on the necessary language. The contractor will have one week to make the correction to the policy and provide all affected employees with a copy of the revised policy.



# Attachment B

2010 FTA TRIENNIAL REVIEW COMPLIANCE  
PROCEDURES RELATED TO CONTRACTED VENDORS USED BY SANTA CRUZ  
METRO IN COMPLIANCE WITH FTA 40 PART 655

SUBSTANCE ABUSE PROFESSIONALS

In the first quarter of each calendar year:

1. The DER will check the Substance Abuse Professionals (SAP) to insure they have taken the required continuing education classes and are still licensed to provide this service.

If the SAP has not completed the required training the DER will remove the SAP from the list of approved METRO SAP's until the SAP can show proof that they completed the annual training.

2. The DER will check the FTA site to make sure the laboratory being used is still listed as an approved lab. Every few years the DER prints a copy of all approved labs which is used for any new hire orientation programs.

If the lab is no longer certified to perform work as a DOT approved lab the DER will immediately change labs for future DOT testing and will contact the DOT to see what must be done to correct any deficiencies that may arise from using a non-approved lab. (It is unlikely this would occur because Santa Cruz METRO would be notified by the Medical Review Officer if the lab was no longer approved by the DOT).

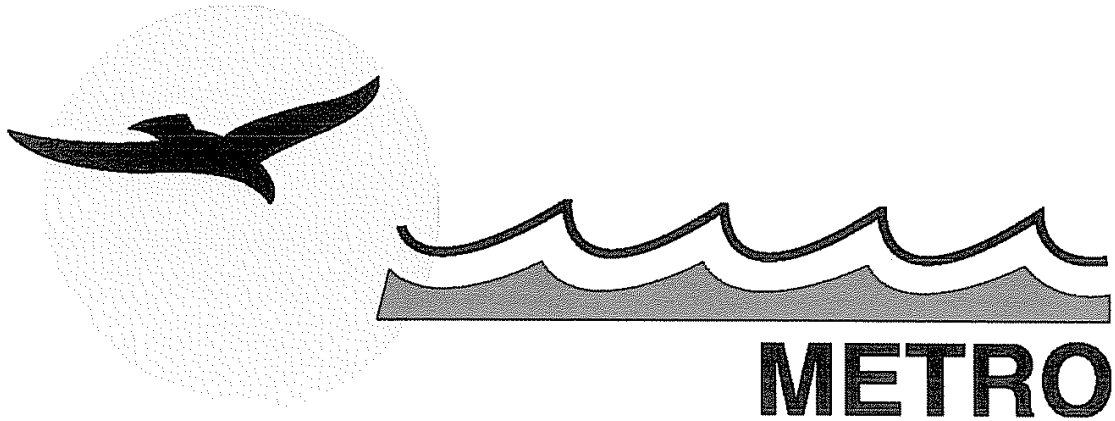
3. The DER confirms that the Medical Review Officer (MRO) used by Santa Cruz METRO is still being used by a large California Consortium (CSAC) or contacts the FTA to confirm that the MRO is still approved by FTA.
4. If the MRO is no longer certified to provide DOT testing results the DER will immediately change to another MRO for future DOT testing and will contact the DOT to see what must be done to correct any deficiencies that may arise from using a non-approved MRO. (It is unlikely this would occur because Santa Cruz METRO would be notified by the DOT if the MRO lost their certification).

# Attachment B

## SAMPLE LIST OF QUESTIONS TO ASK CONTRACTOR DURING ON-SITE INSPECTION

1. Where are the drug and alcohol testing records kept?
2. Review the contractor's record retention policy.
3. Who has access to the contractor's policy, FTA drug and alcohol testing regulations (49, part 655)?
4. How much, and what kind of training is provided to the employees?, Are there training records?
5. Does the contractor do Reasonable Suspicion training? Who gets the training?
6. How are the drug and alcohol tests conducted:
  - a. What is the frequency of the random pulls (monthly, quarterly etc)?
  - b. How does the contractor notify the employee that they need to take a random drug and/or alcohol test?
  - c. What is the procedure for testing (ie is the employee escorted, do they have to report to the testing site within a specific time period etc...)
  - d. Where is the test being conducted?
  - e. Who is the MRO?
  - f. Has the contractor performed any reasonable suspicion testing?
7. Review of the MIS data.
8. Review the policy and suggest changes.

# Attachment B



**SANTA CRUZ METRO  
RECIPIENT ID # 1675**

**FTA 2010 TRIENNIAL REVIEW RESPONSES  
CERTIFIED PAYROLL RECORDS**

**11.b19**

# Attachment B

CERTIFIED PAYROLL RECORDS

Santa Cruz Metrobase Transit-  
 Santa Cruz Metrobase  
 Maintenance Building  
 031-0348-02

## Monthly Status Report

LCP Compliance Status as of: June 24, 2010

Bid Advertisement Date: 6/29/06

Notice of Completion:

Notice To Proceed Date: 11/27/06

Estimated Completion Date: 4/30/10

Still Current

Contractor	Subcontractor	Last CPR Week Ending Received	CPR's Compliant	Comment
West Bay Builders		6/12/10		Current and Compliant.
	A + Environmental Solutions	2/15/09	Yes	Compliant. A Statement of Final Payroll has been received.
	AAA Fence Company	3/14/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Advance Waterproofing	6/13/09	Yes	Compliant. A Statement of Final Payroll has been received.
	Bay Cities Crane & Rigging	7/26/09	Yes	Compliant. A Statement of Final Payroll has been received.
	Bayside Insulation & Construction, Inc.	5/9/10	Yes	Current and Compliant.
	Bratton Masonry	5/14/10	Yes	Compliant. A Statement of Final Payroll has been received.
	B T Mancini Company Inc.	2/12/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Calhoun Brothers Grading & Paving, Inc.	1/9/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Casey-Fogli Concrete Contractors, Inc.	1/31/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Ceilings Unlimited	5/5/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Central Coast Systems (2nd Tier-Sub to JM Electric)	5/16/10	Yes	Current and Compliant.
	Coast Counties Glass	3/20/10	Yes	Compliant. A Statement of Final Payroll has been received.
	Dash Striping	3/14/10	Yes	Compliant. A Statement of Final Payroll has been received.

# Attachment B

Santa Cruz Metrobase Transit-  
 Santa Cruz Metrobase  
 Maintenance Building  
 031-0348-02

## Monthly Status Report

LCP Compliance Status as of: June 24, 2010

Bid Advertisement Date: 6/29/06

Notice of Completion:  
 Notice To Proceed Date: 11/27/06

Estimated Completion Date: 4/30/10

Still Current

Contractor	Subcontractor	Last CPR		CPR's	Compliant	Comment
		Week Ending Received	Received			
	Dietrich Iron Works Inc	4/28/10		Yes	Compliant. A Statement of Final Payroll has been received.	
	Escobar & Escobar Concrete	8/2/08		Yes	Compliant. A Statement of Final Payroll has been received.	
	F3 & Associates, Inc.	4/24/10		Yes	Current and Compliant.	
	F. Rodgers Specialty Contractors, Inc.	4/11/10		Yes	Compliant. A Statement of Final Payroll has been received.	
	Gino Rinaldi Tile & Marble Inc	2/26/10		Yes	Compliant. A Statement of Final Payroll has been received.	
	Installit, Inc.	8/6/08		Yes	Compliant. A Statement of Final Payroll has been received.	
	J M Electric	5/30/10		Yes	Current and Compliant.	
	K & M Installations, Inc.	3/23/10		Yes	Compliant. A Statement of Final Payroll has been received.	
	Kimi's Flooring Inc	3/7/10		Yes	Compliant. A Statement of Final Payroll has been received.	
	Louis & Riparetti (aka) Louis & Associates	3/14/10		No	Missing Payrolls 9/6/09 - 9/27/09. A deficiency letter was sent 4/27/10.	
	Lowy Fire Protection	11/22/09		Yes	Compliant. A Statement of Final Payroll has been received.	
	Mr. Sign	None			No payroll received to date.	
	N. J. Kann Painting	5/17/10		Yes	Current and Compliant.	
	North Bay Overhead Doors Inc	11/2/08		Yes	Compliant. A Statement of Final Payroll has been received.	
	O C McDonald	3/30/10		No	Need apprentice levels, operating engineer group, and an apprentice is not in the program. A deficiency letter was sent 4/2/10.	

# Attachment B

Santa Cruz Metrobase Transit-  
 Santa Cruz Metrobase  
 Maintenance Building  
 031-0348-02

## Monthly Status Report

LCP Compliance Status as of: June 24, 2010

Bid Advertisement Date: 6/29/06

Notice of Completion:  
 Notice To Proceed Date: 11/27/06

Estimated Completion Date: 4/30/10

Still Current

Contractor	Subcontractor	Last CPR		CPR's Compliant	Comment
		Week Ending Received	Received		
	Pacific Underground Construction	4/18/10		Yes	Compliant. A Statement of Final Payroll has been received.
	Paul M Wolff Company	3/14/10		Yes	Compliant. A Statement of Final Payroll has been received.
	Peterson Hydraulics - AKA Ferris	6/2/10		Yes	Current and Compliant.
	Quality Landscape Service	6/8/10		Yes	Current and Compliant.
	R P Coatings Inc.	1/11/09		Yes	Compliant. A Statement of Final Payroll has been received.
	Reyes Drywall	6/13/10		Yes	No current or final payroll received.
	SCD Caulking	4/17/10		Yes	Current and Compliant.
	Schindler Elevator Corporation	4/15/09		Yes	Compliant. A Statement of Final Payroll has been received.
	Sky Metal Roofing	3/13/10		Yes	Compliant. A Statement of Final Payroll has been received.
	Titan Construction and Steel Services	2/28/09		Yes	Current and Compliant.
	US Concrete Precast Group	3/8/09		Yes	Compliant. A Statement of Final Payroll has been received.
	Viking Steel	4/17/10		Yes	Compliant. A Statement of Final Payroll has been received.

11.b22

# Attachment B

Santa Cruz Metrobase Transit-  
 Santa Cruz Metrobase  
 Maintenance Building  
 031-0348-02

## Monthly Status Report

LCP Compliance Status as of: June 24, 2010

Bid Advertisement Date: 6/29/06

Notice of Completion:  
 Notice To Proceed Date: 11/27/06

Estimated Completion Date: 4/30/10

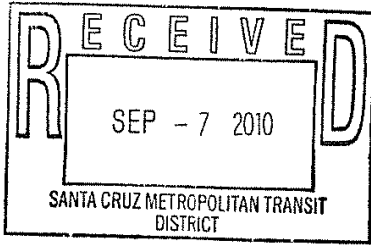
Still Current

Contractor	Subcontractor	Last CPR Week Ending Received	CPR's Compliant	Comment

# Attachment C



U.S. Department  
of Transportation  
**Federal Transit  
Administration**



REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam  
American Samoa,  
Northern Mariana Islands

201 Mission Street  
Suite 1650  
San Francisco, CA 94105-1839  
415-744-3133  
415-744-2726 (fax)

AUG 25 2010

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

RE: Fiscal Year 2010 Triennial Review Finding  
Closeout

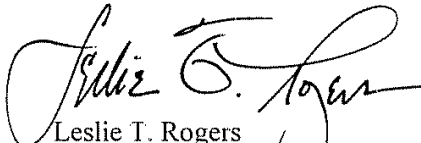
Dear Mr. <sup>LES</sup>White:

Thank you for your response dated July 23, 2010, responding to the deficiencies reported in the Fiscal Year 2010 Triennial Review of the Santa Cruz Metropolitan Transit District. Your responses indicate completion of corrective action on recommendations contained in the review areas of Satisfactory Continuing Control, Procurement, and Drug and Alcohol Program. After reviewing the documentation submitted, we conclude that corrective actions on the reported recommendations have been achieved and that no further correspondence is required.

We have attached a copy of the finding summary with the closing date for your records.

If you have any questions or comments, please contact Audrey Bredehoff, Program Manager at 415-744-2597.

Sincerely,

  
Leslie T. Rogers  
Regional Administrator

Attachment

**11.c1**



# Attachment C

## SANTA CRUZ METROPOLITAN TRANIST DISTICT 2010 TRIENNIAL REVIEW SUMMARY OF FINDINGS AND CORRECTIVE ACTIONS

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
1. Legal	ND				
2. Financial	ND				
3. Technical	ND				
4. Satisfactory Continuing Control	D-08	Excessive fixed route spare ratio	Submit to the FTA regional office a plan to justify its spare ratio or to reduce it to the FTA guideline of 20%.	July 23, 2010	7/23/10
5. Maintenance	ND				
6. Procurement	D-15	Subrecipient's and/or third party contractor's procurement process deficient	Develop and submit to the FTA regional office oversight procedures that will monitor and ensure that prime contractors comply with the appropriate FTA procurement requirements for their subcontractors.	July 23, 2010	7/23/10
7. Disadvantaged Business Enterprise	ND				
8. Buy America	ND				
9. Debarment and Suspension	ND				
10. Lobbying	ND				
11. Planning/POP	ND				
12. Title VI	ND				
13. Fare Increases and Service Reductions	ND				
14. Half Fare	ND				
15. ADA	ND				
16. Charter Bus	ND				
17. School Bus	ND				
18. National Transit Database	ND				
19. Safety and Security	ND				
20. Drug-Free Workplace	ND				
21. Drug and Alcohol Program	D-09	Drug and/or alcohol program vendors not properly monitored	Develop and submit to the FTA regional office a written oversight program that describes its process, tasks, schedule, and follow-up for evaluating the compliance of vendors, collection sites, and test sites with the FTA Drug & Alcohol Program.	July 23, 2010	7/23/10
22. Equal Employment Opportunity	ND				
23. ITS Architecture	ND				
24. ARRA	ND				

Findings: ND = No Deficiencies; D = Deficient; AC = Advisory Comment; NA = Not Applicable

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Ciro Aguirre, Manager of Operations

**SUBJECT: CONSIDERATION OF AMENDING THE GFI GENFARE CONTRACT TO REDUCE GFI'S LIABILITY IN EXCHANGE FOR A ONE-YEAR EXTENDED WARRANTY FOR THE FAREBOXES AND TICKET VENDING MACHINES**

## I. RECOMMENDED ACTION

**Authorize the General Manager to execute a contract amendment to reduce GFI Genfare's liability in exchange for a one-year extended warranty and any additional benefits SAMTRANS or MST agrees to.**

## II. SUMMARY OF ISSUES

- A formal request for proposals (RFP) was issued by San Mateo County Transit District (SamTrans) with Santa Cruz METRO and MONTEREY SALINAS TRANSIT listed as participating agencies for the procurement of Electronic Fare Payment Technology (EFPT) for installation on the buses and at METRO Transit Centers.
- GFI Genfare was chosen as the successful Contractor to provide Magnetic and Smart Card Technology Fareboxes and supporting equipment. GFI Genfare was contacted to submit a price proposal for Santa Cruz METRO's requirements based on the SamTrans RFP and contract.
- On May 28, 2010, the METRO Board of Directors approved the contract with GFI Genfare. Funding for this procurement is provided through an American Recovery and Reinvestment Act (ARRA) Grant, an FTA Section 5309 Earmark, and Caltrans Section 5311 ARRA Grant and Local Match.
- In September 2010, GFI Genfare asked for a contract amendment to alter liability from themselves to METRO upon delivery instead of at Final Acceptance in exchange for a one-year extended warranty for the fareboxes and ticket vending machines and any additional benefits SAMTRANS and MST negotiate.

### **III. DISCUSSION**

The San Mateo County Transit District (SAMTRANS) was the lead agency in a cooperative effort for processing a formal procurement to provide an Automatic Fare Collection (AFC) System. Santa Cruz METRO and Monterey Salinas Transit were participating agencies to the procurement. The new system will include improved fareboxes with multi-denomination “Validating” technology, Magnetic read-write stored-value technology, and proximity Smart Card reader technology. Four Ticket Vending Machines to be located at the METRO Transit Center in Downtown Santa Cruz, the Cavallaro Transit Center in Scotts Valley, The Capitola Mall Transit Center and the Watsonville Transit Center will provide Self-Service vending of electronic fare cards and coin and bill handling transactions. These technologies will be of benefit by facilitating the provision of a range of flexible payment options and more efficient methods for distributing transit benefits and fare media to customers. The system will improve boarding efficiencies, allow for the development of partnerships, and provide a framework for regional multiagency fare integration.

The total cost proposal received from GFI Genfare including equipment, materials, labor, shipping, and sales tax was \$2,341,644.50. The Santa Cruz METRO Board of Directors approved a contract with GFI Genfare in May 2010 and the appropriate contract documents were executed in accordance with the Board’s instructions.

In September 2010, GFI Genfare contacted METRO staff to request an amendment to the contract. They asked that the first Paragraph of Section 24 of the contract be modified. The requested modifications switch the risk of loss or damage from GFI to METRO (DISTRICT) upon delivery of the product to METRO rather than after Final Acceptance. Currently, that paragraph reads as follows:

#### **24. RISK OF DAMAGE OR LOSS (current language)**

At all times prior to Final Acceptance, CONTRACTOR assumes liability for tangible property damage or loss to any equipment provided by CONTRACTOR, except for tangible damage and loss caused by the negligence or omission or willful misconduct of the DISTRICT. In the case of damage or loss caused by the negligence or omission or willful misconduct of the DISTRICT, the CONTRACTOR will use commercially reasonable efforts to promptly replace the damaged or lost equipment, at the CONTRACTOR’S initial cost, and submit the amounts expended to the DISTRICT for reimbursement as a clearly identified separate item on its next invoice to the DISTRICT. Notwithstanding the foregoing, title to all materials and equipment shall pass to DISTRICT, free of all encumbrances, at the time of delivery at the DISTRICT’S designated location.

GFI Genfare is proposing the following modifications to the first Paragraph of Section 24:

24. **RISK OF DAMAGE OR LOSS** (proposed modifications)

Risk of loss and title to all equipment shall pass to DISTRICT, free of encumbrances, at the time of delivery at the DISTRICT's designated location. At all times following delivery and prior to Final Acceptance, DISTRICT assumes liability for tangible property damage or loss to any equipment delivered by CONTRACTOR, except for tangible property damage or loss caused by the negligence or willful misconduct of CONTRACTOR following delivery.

When GFI Genfare asked for this modification, Mark Mohan, GFI's Director of Sales, explained that the current language does not allow for the realization of sales to be applied for the quarter, making it difficult for GFI in its reporting processes. Mr. Mohan did acknowledge that the language alters the liability as set forth above.

In exchange for this modification GFI Genfare is willing to provide METRO with a one year extended warranty for all 115 fare boxes and 4 ticket vending machines which is valued at \$59,525. Additionally, GFI Genfare agreed that if SAMTRANS or MST negotiate a better financial incentive to make the modification, then METRO will also receive that same benefit.

**IV. FINANCIAL CONSIDERATIONS**

Funds in the amount of \$2,362,000 to support this contract are included in the FY10 Capital Budget under Grant-Funded Projects under the following breakdown:

ARRA Grant	\$1,524,536
5309 Earmark	\$475,000
Local Match	\$95,000
Caltrans ARRA	\$267,464
TOTAL	\$2,362,000

**V. ATTACHMENTS**

**Attachment A:** None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 24, 2010

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF REQUEST FROM TONI CASSISTA TO ALLOW HER TO RIDE IN A PASSENGER SEAT WHILE SIMULTANEOUSLY TRANSPORTING HER SCOOTER ON THE PARACRUZ SERVICE WITHOUT MANUFACTURER AND FEDERAL TRANSIT ADMINISTRATION APPROVED SECUREMENT.**

## I. RECOMMENDED ACTION

**That the Board of Directors consider the request from ParaCruz rider Toni Cassista to allow her to travel in a passenger seat while simultaneously transporting her scooter without manufacturer and Federal Transit Administration approved securements.**

## II. SUMMARY OF ISSUES

- The current ParaCruz Customer Guide/Paratransit Plan dated July 2007 (attached) does not allow passengers to switch modes of travel at the time of service delivery.
- The prohibition of same-day mode switch was adopted by the Board of Directors as a part of the Customer Guide/Paratransit Plan to ensure efficiency in shared-ride scheduling.
- Currently, METRO does not permit wheelchairs and scooters to be transported on either fixed route or ParaCruz vehicles unless they are able to be secured in accordance with the manufacturer's specifications and Federal Transit Administration (FTA) guidelines.
- On August 30, 2010 ParaCruz passenger Toni Cassista transmitted a letter (attached) to METRO indicating that she would like to be able to travel on the ParaCruz service using a passenger seat rather than sitting in her scooter. Ms. Cassista also requested that METRO transport her scooter simultaneously by stationing the scooter, unoccupied, in the aisle way or other location, without the necessary securement.
- A change in the method of operation for ParaCruz as outlined in the Customer Guide/Paratransit Plan, should the Board desire to do so, would require initiating a formal process including consultation with the Metro Advisory Committee, the Elderly and Disabled Transportation Advisory Committee, and holding a public hearing.
- Currently, METRO staff members are in the process of assessing the various vehicles operated by METRO, as well as the capabilities of the scooter being used by Ms. Cassista. Additionally, METRO staff members are assessing what training resources are available to assist Ms. Cassista in using both the fixed route and ParaCruz service. The results of these assessments will be provided to the Board of Directors on October 8, 2010.

### **III. DISCUSSION**

In July 2007 the Board of Directors adopted the ParaCruz Customer Guide that outlines the method of operation for the complementary paratransit service requires by the Americans with Disabilities Act (ADA). The adopted Customer Guide also serves as the adopted Complementary Paratransit Plan required by the Federal Transit Administration (FTA). Modifications to the Customer Guide/Paratransit Plan can only be made after subjecting then modifications to review by the Metro Advisory Committee (MAC), the SCCRTC Elderly and Disable Transportation Advisory Committee, and the public through a public hearing process.

The current ParaCruz Customer Guide does not allow passengers to change modes of travel at the time of service deliver. The prohibition of same-day changes in modes of travel was adopted by the Board of Directors to maximize scheduling and system operation efficiency.

Currently, METRO does not permit wheelchairs and scooters to be transported on either fixed route or ParaCruz vehicles unless they are able to be secured in accordance with the manufacturer's specifications and Federal Transit Administration (FTA) guidelines. This practice is employed to ensure the safety of the passengers and operators on both the fixed route and ParaCruz services.

On August 30, 2010 ParaCruz passenger Toni Cassista transmitted a letter (attached) to METRO indicating that she would like to be able to travel on the ParaCruz service using a passenger seat rather than sitting in her scooter. Ms. Cassista also requested that METRO transport her scooter simultaneously by stationing the scooter, unoccupied, in the aisle way or other location, without the necessary securement.

Currently, METRO staff members are in the process of assessing the various vehicles operated by METRO, as well as the capabilities of the scooter being used by Ms. Cassista. Additionally, METRO staff members are assessing what training resources are available to assist Ms. Cassista in using both the fixed route and ParaCruz service. The results of these assessments will be provided to the Board of Directors on October 8, 2010.

### **IV. FINANCIAL CONSIDERATIONS**

The financial impact of modifying the Customer Guide/Paratransit Plans is dependent on the type of modifications adopted by the Board of Directors. The financial impact of granting Ms. Cassista's request is unknown at this time.

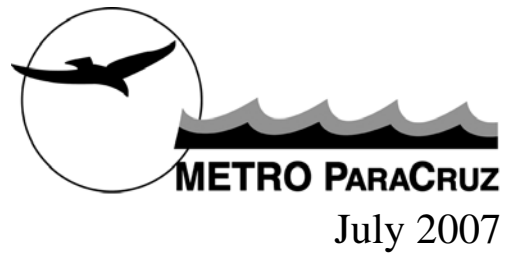
### **V. ATTACHMENTS**

**Attachment A:** Customer Guide/Paratransit Plan-July 2007.

**Attachment B:** Letter from Toni Cassista-August 30, 2010

# METRO ParaCruz Customer Guide

Paratransit Plan of  
Santa Cruz Metropolitan Transit District's  
Americans with Disabilities Act  
(ADA) Complementary Paratransit Service



# Attachment A

This Guide serves as the official paratransit plan of the Santa Cruz Metropolitan Transit District and includes all the information needed to apply for and use METRO ParaCruz

## METRO ParaCruz Customer Guide

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## METRO ParaCruz Contact Numbers

**TTY users: please connect through the California Relay Service  
1-800-735-2929**

METRO ParaCruz .....	<b>425-4664</b> (voice) <b>464-5400 (FAX)</b>
Paratransit Users Advocate	
Central Coast Center for Independent Living.....	<b>462-8720</b> (voice) <b>462-8729</b> (TTY)
METRO Accessible Services Coordinator (Mobility Training).....	<b>423-3868</b> (voice)
METRO Ticket and Pass Program Specialist (Pre-paid ParaCruz tickets).....	<b>425-3822</b> (voice)
METRO Fixed Route Customer Service.....	<b>425-8600</b> (voice)

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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## Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides mass public transit within Santa Cruz County. METRO operates a fleet of safe, clean, modern and accessible buses connecting people with educational, business, medical, shopping and social destinations. Most people are able to use these buses for some or all of their transportation. Modern accessibility features make METRO's buses easier to use than ever before. You do not have to climb steps to board METRO's newer local buses. The floor of the bus is close to the curb. The driver can lower a ramp to make it easy to board with a walker or wheelchair. The "talking bus" helps you find your way by announcing almost every bus stop along the way. People with physical, cognitive and psychiatric disabilities that prevent them from using the fixed route system some or all of the time may qualify for ADA complementary paratransit service (METRO ParaCruz).

## Fixed Route Bus Service

All METRO buses have lifts or ramps to better serve riders who use wheelchairs or scooters, or have difficulty getting up and down the bus steps. All major stops, intersections, and connecting points are announced to help riders recognize their bus stop or points of transfer. A limited number of seats near the front of the bus are designated as priority seating for seniors and people with disabilities. Every bus is equipped with specialized equipment to securely transport customers using wheeled mobility devices. Drivers are trained to assist with securing wheeled mobility devices.

Many paratransit customers find that our fixed route buses provide greater flexibility and independence. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at **425-8600** Monday through Friday from 8:00AM to 4:00PM.

METRO offers free training for people who want to learn to use the bus. For more information or to schedule training to use the bus, call the Accessible Services Coordinator at **423-3868**.

## METRO ParaCruz Service

METRO ParaCruz operates to insure that people who have a physical, cognitive, or psychiatric disability that **prevents** them from making some or all of their trips on fixed route buses have a level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA).

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This shared ride service is provided with ramp-equipped minivans and lift-equipped small buses. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. Rides must be reserved at least one day in advance.

## How to Apply for METRO ParaCruz Service

METRO ParaCruz service is limited to people who have been certified as meeting the strict eligibility criteria described in the ADA. The eligibility assessment includes an in-person transit evaluation in order to determine a person's functional ability to use fixed route bus service. You can be found eligible even if you live more than  $\frac{3}{4}$  miles away from a bus route; however, ParaCruz will pick you up and drop you off within  $\frac{3}{4}$  mile of an operating bus route. You will have to make other arrangements to travel beyond  $\frac{3}{4}$  mile of an operating bus route. (See: *Service Area and Service Hours* on page 8). If, as a result of a disability, you can never use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses for some trips, you may be determined eligible but "restricted" from those trips that you could make by bus. Restricted eligibility may be based on how your disability is impacted by environmental conditions, such as extreme weather or may be location specific, such as a destination at the top of a steep hill.

To apply, call the METRO ParaCruz Eligibility Coordinator at 425-4664 and schedule an appointment for a transit evaluation. Transit evaluations normally take about 30 minutes. If you need transportation to and from the evaluation, ParaCruz will provide it at no charge to you. The person who interviews you will discuss your travel abilities and needs. You may also ask any questions you have about the service.

Your eligibility determination will be postmarked within 7 days of the transit evaluation. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision, you may appeal the decision to an independent appeals panel.**

METRO ParaCruz eligibility is good for a maximum of three years. Between 60 and 90 days prior to the customer's eligibility expiration date, a one-page form will be sent to the most current address on file with METRO ParaCruz. The customer is asked to verify that their condition still prevents them from using the fixed route bus and to verify their contact information and mobility device(s). Customers who indicate that they have had a change in their mobility or mobility device may be asked to attend another transit evaluation.

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## Immediate Needs

METRO recognizes that due to unforeseeable circumstances there may be times when a new customer may need transportation before they are able to complete the eligibility process. In these cases, the METRO ParaCruz Eligibility Coordinator may be able to arrange temporary eligibility for up to fourteen days while the customer goes through the eligibility determination process.

## Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Limited term eligibility may be provided for the expected duration of the disability. Should the disability continue longer than expected, the customer may request an extension of eligibility.

## Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms are included with eligibility denials) within 60 days of the determination. Address the appeal to:

**METRO ParaCruz Eligibility Coordinator**  
**2880 Research Park Dr, Suite 160**  
**Soquel, CA 95073**

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- The reason you believe the determination was incorrect
- Any information you would like the appeals panel to consider supporting your request

An appeal hearing will be scheduled within 30 days of receipt of the appeal request.

## Service for Visitors

Visitors to Santa Cruz County who have been determined eligible for ADA complementary paratransit services by a transit agency in another part of the country can use METRO ParaCruz for up to 21 days within a 365-day period. Visitors will be required to provide eligibility information from the transit system in their hometown. Visitors who do not have this kind of eligibility because they live in areas without public transit service will be asked for documentation of their disability and verification of their place of residence.

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Visitors seeking to ride more than 21 days within a 365-day period will need to participate in the METRO ParaCruz transit evaluation process to continue to ride. (See: *How to Apply for METRO ParaCruz Service* on page 6).

## METRO ParaCruz Service Area and Service Hours

METRO ParaCruz is designed to be "comparable to" (or similar to) the fixed route bus service. For this reason, it operates in the same general area as the fixed route bus service.

### Service Area

METRO ParaCruz provides service to any destination within Santa Cruz County that is within 3/4 miles of an operating bus route.

### Service Days and Hours

METRO ParaCruz operates:

**6:00AM to 10:30PM, 7 days a week**  
(except holidays listed below).

METRO ParaCruz **does not operate** on the following holidays

New Years Day

Thanksgiving

Christmas Day

METRO ParaCruz operates additional evening hours to correspond with certain fixed routes. Call METRO ParaCruz at 425-4664 for more information.

METRO ParaCruz operates the complementary paratransit service adjacent to fixed routes #33 and #34 on weekdays only from 6:00AM to 10:30PM during the summer months when these fixed routes do not operate.

### Fares

The one-way fare for METRO ParaCruz service is currently \$3.00 (twice the adult fixed-route cash fare). Fares are set by the METRO Board of Directors and are subject to change.

**Fare must be paid each time, before you board the vehicle. Customers who do not pay the fare will not be transported.** Fares can be paid as:

- **Cash.** Exact fare only (no pennies, please). **Drivers cannot make change.**
- **Pre-paid METRO ParaCruz Tickets.**

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Tickets may be purchased at the METRO Center Information Booth or by mail.

**METRO ParaCruz Tickets  
METRO Center  
920 Pacific Avenue, Suite 21  
Santa Cruz, CA 95060**

**Note:** Drivers are *not permitted* to accept tips. If you would like to express your appreciation for the service that was provided please call 425-4664.

## Reserving Rides on METRO ParaCruz

### When to Reserve a Ride

You can reserve your METRO ParaCruz ride up to three days in advance of your trip. Reservation telephones are open seven days a week from 8:00AM until 5:00PM (except holidays). If you **must** call on a holiday to request a ride for the **next day**, you may leave a message with your ride request and the scheduler will call you back that evening between 5:00PM and 9:00PM to confirm your ride.

### SCHEDULING TIPS

- When you call to schedule trips, please have a pen and paper handy so you can write down when you will need to be ready for the METRO ParaCruz vehicle.
- Have all of the information for each trip available when you call. This will help the reservationist serve you efficiently. If you are not certain of exactly when you will need your return pick up, give yourself some extra time.
- If you have an appointment, remember to allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00AM, you may want to tell the reservationist you would like to arrive no later than 8:45AM.
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00PM, you might want to ask the reservationist for a pick-up no earlier than 5:15PM.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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## How to Reserve a Ride

To request a ride, call 425-4664 (TTY: connect through the California Relay Service 1-800-735-2929) one to three days in advance of your trip. During the busiest reservation times of the day you may reach a busy signal or be placed on hold until a reservationist can assist you. Hold times can be 2-3 minutes or longer.

Please DO NOT reserve trips you are not sure you will actually take. Changes and cancellations hurt everyone, by making ParaCruz service more expensive to provide.

The reservationist will guide you through the reservation process.

Please have the following information ready when you call to make a reservation:

1. Your first and last name.
2. The date and day of the week you need to ride.
3. The street address where you need to be picked up.
4. The street address or a known landmark where you are going and the telephone number (if you have it) or your cell phone number if you travel with one. If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the entrance where you would like to be dropped off or picked up.
5. The time you would like to arrive (the appointment time, for example).
6. The time you will be ready to be picked up for a return trip
7. If you use a mobility aid such as a cane, walker, wheelchair or scooter. This will determine the type of seating that will be reserved for you. (See: ***Wheelchairs and other Mobility Aids*** on page 19 for information about the maximum sizes and weights our vehicles can accommodate.)
8. If a personal care attendant or guest(s) will be traveling with you, and whether or not your attendant or guest uses a mobility device.
9. If you will need a car seat for a child traveling with you. (No more than 3 children under 46 inches may travel per fare paying adult)
10. If a service animal will be riding with you.
11. If you will be using a collapsible wheeled cart for shopping.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.
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## Your “Ready Window”

After you have requested your trip(s), the reservationist will read your request back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. This 30-minute period of time is called your **Ready Window**. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservationist will offer you one or more trip options. We will make every effort to offer you a drop-off time and return time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a *shared-ride* service.** The driver may pick up and drop off other passengers while you are on board.

To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride should arrive at your destination point no more than 45 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive no later than 60 minutes after the time you have requested and no earlier than that time.
- The evening before you travel, ParaCruz staff may call to request that you adjust your “Ready Window” in order to coordinate your trip with other customers along the route to your destination. Every effort will be made to assure that you arrive on time for your appointment.

## Will-Call Returns

**Please *schedule* your return trip times whenever possible.** If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will need to call METRO ParaCruz at 425-4664 when you are ready to return. METRO ParaCruz will schedule a trip on the first available vehicle in your area. After a Will-Call return is activated, you may have to wait up to an hour or longer for the vehicle to arrive. Will-Call returns are only available during normal business hours. Will-Call returns cannot be activated after 7:00PM. All return trips after 7:00PM require a definite pickup time that coincides with the fixed route times serving the return address location. As time allows between the hours of 5:00PM and 7:00PM, ParaCruz staff will attempt to reach a customer at the telephone number of record to determine if the customer has arrived home safely.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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## Scheduling Multiple Trips

You may request up to three (3) round-trips per telephone call. If you have more than three trips you need to schedule, please call again to schedule these additional trips. If you are requesting trips with multiple stops, you may not reserve in excess of six (6) total “legs” during one call. This limit on scheduling has been set to minimize the telephone hold times for all customers. Scheduling each trip can take 3 minutes or longer. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

## Subscription Service

In addition to “one time” or “casual” rides, METRO ParaCruz also offers Subscription Service. Federal regulations limit the availability of this type of service. If you need a ride to the *same place*, at the *same time*, at least once a week (going to work, attending a class or church, for example), “Subscription Service” may be a good option for you. This allows you to schedule these recurring trips with one call. You will then be automatically placed on the schedule each week with the same ready window, same pick up and destination. Customers desiring greater flexibility in their travel plans may prefer to reserve rides individually. Ask the reservationist about this option.

If you are receiving Subscription Service, it is important to *let us know in advance if you don't need a ride on a particular day*. This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, you need to keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips. If you don't cancel you will be charged with a “no show” (See: *No-Shows* on page 14).

It is important to let us know when your schedule changes. Excessive no shows, cancellations of or changes to subscription rides may result in removal from the subscription list.

You may put your subscription trip on “hold” for up to 30 days. Call METRO ParaCruz one week in advance to start up your subscription again. If you need to put your trips on hold for a period longer than 30 days, your subscription will be canceled and you will need to request a new subscription trip when it is again needed.

Only a limited number of subscription service slots are available. If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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## How to Change a Scheduled Ride

Remember, reservationists are available every day (except holidays) from 8:00AM until 5:00PM. If plans change and you need to adjust your ride times, destinations, seating type or other aspects of your trip, call METRO ParaCruz *before* 5:00PM the day prior to your trip.

Tell the reservationist you would like to change a ride that has already been requested. The reservationist will ask you:

- Your first and last name.
- The date, day of the week and time of the trip you are calling to change.
- The new times that you would like to schedule, or changes you would like to make.

The reservationist will try to accommodate your needs. Changes to your original ride request may result in adjustment to your ready window and ride time, subject to schedule availability. The reservationist will read back your new ready window and travel details.

If you must call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00PM and 9:00PM to confirm the change.

**METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations or your seating type on the day of your ride (for example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5:00PM the day before you travel. Other passengers may be scheduled to ride in all available seats).**

## If Your Appointment is Running Late

Everyone has occasional circumstances **beyond their control** that can cause delays at a scheduled appointment. If your appointment is running later than you expected and you will not be ready for your scheduled return trip (or if you have missed your return ride), call METRO ParaCruz as soon as possible.

You will be asked for:

- Your name
- The time of your scheduled return trip pick-up
- The new time that you expect to be available for return.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.**

## How to Cancel a Scheduled Ride

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (See: *No-shows* on page 14)

Call METRO ParaCruz at 425-4664 between 6:00AM and 10:30PM.

**If you need to cancel a trip on the day of your ride, please call at least one hour before the beginning of your Ready Window. It is important to notify METRO ParaCruz in time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.**

## No-Shows

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. Generally, a “No-Show” costs METRO ParaCruz as much as if the customer had taken the trip. To emphasize the importance of avoiding “No-shows”, METRO ParaCruz has adopted the following “No-Show” Policy. Through this policy, a customer can have his/her service suspended for establishing a “pattern or practice” of missing scheduled trips which result in assessed “no-shows”.

A “No-Show” is defined as follows:

1. After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window
  2. The ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; or
  3. The vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.
- **If a customer “No-Shows” for the first leg of a trip, any subsequent leg or return trip will not be canceled automatically and may result in an additional “No-Show” assessment if not canceled as required by this policy.**
  - **If you miss a scheduled ride for any reason, be sure to call METRO ParaCruz to let them know whether or not you still want to keep other trips on that day.**

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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- If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz and tell them that you would still like a return ride.
- If it is determined by METRO ParaCruz that the “No-Show” was assessed appropriately the customer shall be notified and shall be advised of the No-Show Policy and the consequences of excessive “No-Shows”.
- When a customer has “No-Showed” 15% of his/her rides, including all assessed “No-Shows” within a rolling 90-day period and the actual number of “No-Shows” exceeds 3 during the period, he or she shall be notified of the intention to suspend paratransit service to him/her for a fourteen (14) day period.

If you exceed 15% No Shows within 90 days, your service may be suspended for fourteen (14) days.

Examples:

You take 15 rides and no show 3 times: 18 total, 16.67% no shows

You take 50 rides and no show 9 times: 59 total, 15.25% no shows

You take 70 rides and no show 13 times: 83 total, 15.66% no shows

You have the right to appeal this determination before any suspension would be imposed and may do so by providing either a written or oral request for an appeal hearing to:

**METRO ParaCruz**  
**2880 Research Park Drive, Suite 160**  
**Soquel, CA 95073**

Or you may telephone (831) 425-4664.

The request for an appeal hearing must be made within 10 days from the postmark date on the Letter of Intent to Suspend METRO ParaCruz Service.

If the customer does not appeal the suspension, the suspension shall be scheduled and the customer shall be notified of the dates of the suspension. The customer will be given notice 10 days prior to the suspension dates.

If a customer takes twenty-four (24) rides or more within a twelve (12) month period without being assessed a “No-Show”, he/she shall be allowed one round-trip ride free of charge.

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## What to Expect When the Vehicle Arrives

The METRO ParaCruz driver will arrive in a bus, van or minivan (sometimes a taxi sedan may be substituted for ambulatory customers). The driver will pull the vehicle up to the curb in front of the pick-up address you provided. ***The vehicle may arrive any time within your Ready Window.*** Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

## Door-to-door service

Door-to-door service means that the driver will escort you from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, or to escort you beyond the street level entrance at your destination. If you travel with a personal care attendant (PCA), the driver will not provide assistance to the attendant beyond boarding and getting off the vehicle.

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to identify possible ways to alert you to when vehicle arrives.

## What the Driver Will Do:

- Arrive at your pick up location and wait for up to five minutes.
- Provide assistance from your front door to the vehicle. (If your pick up is from a skilled nursing or group facility, drivers will meet you at the front of the main lobby.)
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids.
- Assist with safety belts
- Provide limited assistance with packages up to 30 pounds total. Driver must be able to load and unload them in one trip and without delaying the vehicle.
- Provide the customer with assistance to the street level entrance of your destination.

## What the Driver Will Not Do:

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.
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- Drivers will not go beyond the lobby of a skilled nursing or group facility to search for a customer in the patient's room or other locations.
- Drivers are not permitted to perform health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for a family member, personal care attendant or guest if these types of services are needed.
- Drivers may not go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.
- Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for a personal care attendant or guest to assist you. Your assistant or guest must be able to load and unload them in one trip and without delaying the vehicle.
- Drivers are not allowed to lift passengers under any circumstances.
- Drivers are not permitted to take wheelchairs (over 30 pounds) up stairs or excessively steep ramps or driveways.
- Drivers do not accept tips. If you would like to express your appreciation for the service that was provided by a driver call METRO ParaCruz and ask to file a Customer Service Report.

## To Check on Your Ride

If a ParaCruz vehicle has not arrived by the end of the Ready Window, you may call METRO ParaCruz and request an estimated arrival time. The dispatcher will contact the driver for you. If possible, stay in sight of the pick-up location, in case the vehicle arrives while you are calling. *Please do not call before the end of your ready window. Unnecessary phone calls create longer hold times for other callers and cause delays in important communication between dispatchers and drivers.*

### Rider Tips

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the reservationist the entrance where you will be waiting.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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# Attachment A

## Personal Care Attendants

Some people need a Personal Care Attendant (PCA) to assist with personal care or tasks. A PCA is not required to pay a fare when traveling with you. Your PCA must get on and off the vehicle at the same places and times as you. The driver does not provide assistance to the attendant beyond boarding and getting off the vehicle.

For a PCA to ride free with you, your need for a PCA must be determined during the transit evaluation. If your condition has changed since your eligibility certification and you now require an attendant, call the ParaCruz Eligibility Coordinator for more information.

You will need to tell the reservationist when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

## Guests

A guest is someone you want to bring along to share the trip, not someone you must bring to assist you with personal care or tasks. Guests must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

If you make a reservation for them, you are always entitled to bring one guest with you. Reservations for additional guests will be accommodated only if there is enough space on the vehicle.

You will need to tell the reservationist when you schedule trips that you will be traveling with one or more guests. Drivers cannot add riders who do not have a reservation.

## Children

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

All children less than 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare. Not more than 3 children less than 46 inches may ride free with one fare paying adult.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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# Attachment A

The California Vehicle Code requires that children under six (6) years of age (or under 60 pounds) must travel in an approved child car seat. You are encouraged to use your own car seat if you have one. METRO ParaCruz has a limited number of child car seats available. Please let the reservationist know if you need one when scheduling your trip.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child car seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please plan to bring someone else along to help you.

## **Wheelchairs and Other Wheeled Mobility Devices**

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. Wheelchairs and scooters will be secured upright/non-reclining, facing forward. All wheelchairs and scooters that are within the following limits (when occupied) will be transported:

- Not more than 30 inches wide
- Not more than 48 inches long
- Not more than 600 pounds (mobility device and passenger combined)

If your wheelchair or scooter exceeds these limits, we cannot guarantee that we will be able to accommodate your mobility device. Please keep this in mind when replacing or purchasing wheelchairs and scooters. If you are not sure whether or not your device is oversized, please contact METRO ParaCruz. We will arrange for a member of our staff to assess the size of your mobility device.

## **Respirators and Portable Oxygen Equipment**

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

## **Service Animals**

Service Animals are welcome on METRO ParaCruz vehicles. Service animals include guide dogs, signal dogs, and other animals specially trained to work or perform specific tasks for persons with disabilities. Service Animals must be under the full control of the owner at all times. Service Animals must not misbehave, soil the vehicle, growl, harass or lick other customers. Service Animals shall not occupy vehicles seats and must ride on the floor in either a sit or “down” position.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.
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# Attachment A

Be sure to inform the reservationist when you are scheduling a ride if you will be traveling with a service animal.

## **Pets and Companion Animals**

Pets and companion animals may ride on METRO ParaCruz only if they are in a carrier specifically designed for that purpose and under the full control of their owner. Drivers are not permitted to carry carriers (including the animal) heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a caged pet, please arrange to travel with someone who can help you.

## **Safety Belts and Securement Devices**

For your safety and security, the California Vehicle Code requires that all passengers use available restraint equipment and remain seated while riding on ParaCruz vehicles.

## **Packages and Personal Items**

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. No item may be greater than five (5) feet in any dimension. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds, but must maintain sight of their vehicle. You may bring packages in excess of this limit onboard the vehicle, but you and/or your assistant or guest must be able to load and unload them in one trip and without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store shopping carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Please let the reservationist know that you are bringing a cart.

## **Lost and Found Items**

Lost and found items may be inquired for by calling METRO information at 425-8600 (TTY 1-800-735-2929). Drivers or information staff should not be asked to use vehicle radios to check on lost items except in extreme emergencies.

Found items should be available for pick up by 1:00PM the following day at Pacific Station (METRO Center) information booth. The information booth is open Monday through Friday between the hours of 8:00AM and 4:00PM.

## **Inclement Weather and Natural Disasters**

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions or natural disasters which may jeopardize the safety of our passengers and employees. If service is suspended METRO ParaCruz will make every effort to contact scheduled riders to advise them of service suspension.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.
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# Attachment A

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected. If you use a power wheelchair or scooter, please carry a plastic bag or other protector large enough to cover the electronic controls while boarding and getting off the vehicle.

## Rider Courtesy

METRO has a list of common-sense rules to ensure the safety and comfort of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- Please have your fare and ParaCruz ID ready when the vehicle arrives.
- Smoking is not permitted on, or within forty (40) feet of, the vehicles.
- Please travel fragrance free.
- Please be sure that wheelchairs are clean, safe and in good working order.
- Exposed sores or open wounds are not permitted.
- No leaking or dripping bodily fluids
- No clothing soiled with bodily discharge
- No eating or drinking on-board (unless required for health reasons).
- No possession of illegal drugs or open containers of alcohol.
- No riding under the influence of alcohol or illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No physical or verbal abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, mp3 players, or compact disc players (without earphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider, driver, or other METRO ParaCruz staff member, or who engage in other illegal or disruptive activities may be subject to immediate and permanent suspension of METRO ParaCruz service.

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

## Suggestions, Comments, Compliments and Complaints

Feedback about METRO ParaCruz service is encouraged.

If you have a comment or complaint about a particular trip or reservation experience, please call and ask to file a Customer Service Report.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.
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# Attachment A

Comments about service policies may be directed to the Paratransit Administrator by phone or in writing to:

**Paratransit Administrator  
2880 Research Park Dr, Suite 160  
Soquel, CA 95073**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, mailing address, and telephone number.
- The date, time, and location of the incident.
- The vehicle number, driver's ID or both (if possible).
- If concerning METRO ParaCruz office staff, the time of your conversation with them and the name or number of the employee.
- A detailed explanation of the incident or suggestion.

All Customer Service Reports will be investigated and you will be provided with the findings of your report within thirty (30) days.

## **Advisory Body and Public Participation**

The METRO Advisory Committee (MAC) is the officially recognized advisory body for METRO ParaCruz service. MAC meetings are held once a month and are open to the public. For more information, contact the Administrative Services Coordinator at (831) 426-6080.

## **Paratransit Users Advocate**

The Paratransit Users Advocate is available to assist customers with addressing METRO ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

**Central Coast Center for Independent Living (CCCIL)  
1395 41<sup>st</sup> Avenue, Suite B  
Capitola, CA 95010  
Email: [CCCIL@cccil.org](mailto:CCCIL@cccil.org)  
Phone: 831-462-8720 (TTY 831-462-8729)**

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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# Attachment A

## Glossary of METRO ParaCruz Terms

**ADA Complementary Paratransit (METRO ParaCruz):** The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

**Appeals Process:** The opportunity available to an METRO ParaCruz customer to dispute, before an independent panel, METRO decisions regarding his/her eligibility for service or suspension of service due to no-shows.

**Cancellation:** A cancellation is notification from a customer to METRO ParaCruz that he/she will not need a ride previously reserved. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to the beginning of the Ready Window.

### **Driver Wait Time:**

A period of five minutes, beginning when the driver arrives at the specified pick up location, during which the driver will wait for the customer before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the customer for up to five minutes after that time before leaving to pick up the next customer. The customer will be charged with a “no show” if the customer is not at the vehicle and ready to board by the end of the driver wait time.

**METRO Accessible Services Coordinator:** The staff person responsible for providing training and support for persons wanting to learn how to use METRO’s fixed-route transit system and its accessible features and services.

**METRO ParaCruz Eligibility:** METRO ParaCruz service is limited to:

Certified individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus

Certified individuals who, because of a disability, are unable to travel to or from a bus stop

Visitors to the METRO service area who are eligible for ADA complementary paratransit service in another community

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

# Attachment A

Personal Care Attendants and guests of ADA-eligible individuals traveling with certified individuals (boarding and getting off the vehicle at the same time and place as the certified passenger).

**METRO ParaCruz Eligibility Coordinator:** The staff person responsible for overseeing the METRO ParaCruz eligibility determination process.

**METRO Paratransit Administrator:** The manager responsible for overseeing all aspects of the administration and delivery of METRO ParaCruz service.

**Paratransit Users Advocate:** The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between METRO ParaCruz service customers and METRO with regard to service issues.

**No-show:** After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the start of the Ready Window OR the ParaCruz vehicle arrives within the Ready Window, but the Operator cannot locate the customer at the requested pick-up location (as identified by the customer and accepted by the reservationist) within five (5) minutes; OR the vehicle arrives within the Ready Window but the customer is not ready to go within five (5) minutes and does not board the vehicle.

**Ready Window:** A 30-minute period of time surrounding a negotiated METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00AM, the Ready Window would be from 8:50AM to 9:20AM. The customer needs to be ready to board and waiting for the vehicle throughout the Ready Window.

**Seating Type:** During the reservation process, you will be asked to confirm whether or not you will be traveling with any mobility aids, such as cane, walker, wheelchair or scooter. Based on information you provide, the reservationist will reserve specific space within the METRO ParaCruz vehicle. (For example; you reserve a ride planning to use a wheelchair, but sometimes travel without it. ParaCruz would expect you to travel in your wheelchair unless you changed the reservation before 5:00PM the day before you travel. Other passengers may be scheduled to ride in all available seats).

**Subscription Service:** A standing reservation for a trip to the same place at the same time, at least once a week.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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# Attachment A

**TTY:** Text Telephone. A text messaging communication device that operates through the telephone system, frequently used by persons with hearing or speech impairment as an alternative to the telephone. Text messaging functions similar to computerized instant messaging.

If you need to telephone METRO ParaCruz for any reason, call (831) 425-4664.

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# Attachment B

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CIRO  
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Toni L. Cassista  
POB 2968  
Santa Cruz, CA 95063  
(831)477-2865

August 30, 2010

April Warnock  
METRO ParaCruz  
Paratransit Administrator  
2880 Research Park Drive, Suite 160  
Soquel, CA 95073

Dear April,

The day I qualified for ParaCruz was a changing day for me. I have a disability that prevents me from walking, sometimes even short distances take enormous amounts of energy. I have not been able to drive my car for some time now. Before ParaCruz I depended on others to take me places according to their schedules. I appreciate the kindness of friends and family. Yet, ParaCruz gave me the tools I needed to regain my freedom and independence. The next thing that made a major difference in my life was my Pride Mobility Scooter. I am back living my life again, not just existing. ParaCruz was, and is, instrumental in making my life easier and for this I truly am grateful. Since my journey with ParaCruz began in June of 2010 I have met with some extraordinary individuals. From the reservation line operators to the caring and kind drivers I have felt safe and always treated with respect.

I write you now to try and clear up my confusion. As I stated I have been using ParaCruz since June of 2010, and depending on my over-all energy, and the amount of walking I will be doing once I get to my destination I will use either my cane, wheelchair, or mobility scooter. When I have used my chair or scooter I have always transferred from them to a seat.

Friday, August 27, 2010 was the first day I was told that transferring from my scooter to a seat would not be allowed. I am so confused! I read the policy and the reasoning for making a person stay in their chair or scooter was that "Other passengers may be scheduled to ride in all available seats." That makes sense. Although, I am still confused. Does this mean that if there are no passengers scheduled to be picked up that transferring from my chair or scooter would be allowed? Could that have been the reason why it has not been a problem for any of the other drivers that transported me from one location to another - because I was the only rider at the time?

I am concerned regarding the safety of me sitting in my scooter while the vehicle is moving. There is no seat belt on my scooter so if there is any sudden stops, or an accident, how would I be protected from flying out of the scooter? Also, and most importantly, the manual for the scooter states "Pride recommends that you do not remain seated in your scooter while traveling in a motor vehicle." I explained this to the driver, yet it did not make a difference. (see attachment)



# Attachment B

Adding to my already confused state of mind was the next policy "Wheelchairs and scooters will be secured upright/non-reclining, **facing forward**." This is confusing because it was the first time I heard of this policy. I am confused because I was being asked to do something that could not be accomplished - especially in the small van sent to me on August 27, 2010. The scooter barely fit lengthwise. It is very close to the back of the drivers seat and there was absolutely no maneuverability. I was being asked to comply with something that was impossible for me to accomplish.

I tried to explain this to Mark Hickey and was told that if I did not comply I would not be allowed to ride to my scheduled destination. I did not know what to do, how was I suppose to comply with something that was impossible? How would I get to my meeting? It was frustrating. It seemed to me that none of this made a difference to Mark. I had to comply or I would not be allowed on the van. Yet, there was no way I could comply. I was left to figure out how to get to my meeting on my own. I had no choice but to head out on my scooter for the long trek down town. As I was heading down 38<sup>th</sup> Avenue to Capitola Road the van sent to pick me up drove by me.....how disappointing and sad was that?

I feel attacked by Mark. When I called to schedule a ride and told the operator what vehicles did not work, as I was told to do - Mark told me that he could not make special arrangements for me and if I persisted I could find myself without a ride. That felt like a threat. My interaction with Mark on Friday felt the same. His response to my situation was cold, there was no room for discussion, I either did what he said, or I would not be able to get to my destination via ParaCruz. Marks words from our previous interaction became true - I did find myself without a ride and on my own.

What is truly confusing is the week before when there was a problem with the transport not working, the driver called the dispatcher and I was sent out another vehicle to get me to my meeting. Why was I not afforded the same opportunity this week? Why am I being sent vehicles that do not work when it is in the manifest not to send them? Why am I being told to sit on my scooter during transport when it could be a safety issue?

Sincerely,

  
Toni Cassista

cc: Supervisor John Leopold, Santa Cruz County BOARD OF SUPERVISORS  
Mark Hickey, Safety Director  
Ciro Aguirre, Manager of Operations  
Les White, General Manager

## II. SAFETY

### MOTOR VEHICLE TRANSPORT

Pride recommends that you do not remain seated in your scooter while traveling in a motor vehicle. The scooter should be stowed in the trunk of a car or in the back of a truck or van with batteries removed and properly secured. In addition, all removable scooter parts, including the armrests, seat, and shroud should be removed and or properly secured during motor vehicle transport.

**WARNING!** Although your scooter may be equipped with a positioning belt, this belt is not designed to provide proper restraint during motor vehicle transport. Anyone traveling in a motor vehicle should be properly secured in the motor vehicle seat with safety belts fastened securely.



~~WARNING! Always be sure your scooter and its batteries are properly secured when it is being transported. Batteries should be secured in an upright position and protective caps should be installed on the battery terminals. Batteries should not be transported with any flammable or combustible items.~~

**WARNING!** Always be sure your scooter and its batteries are properly secured when it is being transported. Batteries should be secured in an upright position and protective caps should be installed on the battery terminals. Batteries should not be transported with any flammable or combustible items.

### GETTING ONTO AND OFF OF YOUR SCOOTER

Getting onto and off of your scooter requires a good sense of balance. Please observe the following safety tips when getting onto and off of your scooter:

- Remove the key from the key switch.
- Ensure that your scooter is not in freewheel mode. See III. "Your Scooter."
- Make certain that the seat is fixed into place.
- Pivot the armrests up to make getting onto and off of the scooter easier.

**WARNING!** Position yourself as far back as possible in the scooter seat to prevent the scooter from tipping.



**WARNING!** Avoid putting all of your weight on the scooter armrests and do not use the armrests for weight bearing purposes, such as transfers. Such use may cause the scooter to tip, resulting in a fall from the scooter.

**WARNING!** Avoid putting all of your weight on the floorboard. Such use may cause the scooter to tip.

### REACHING AND BENDING

Avoid reaching or bending while driving your scooter. Bending forward creates the risk of accidental throttle control lever contact. Bending to the side while seated creates the risk of tipping. It is important to maintain a stable center of gravity and keep the scooter from tipping. Pride recommends that the scooter user determine his/her personal limitations and practice bending and reaching in the presence of a qualified attendant.



**WARNING!** Do not bend, lean, or reach for objects if you have to pick them up from the scooter deck or from either side of the scooter. Movements such as these may change your center of gravity and the weight distribution of the scooter and cause your scooter to tip.



**PROHIBITED!** Keep your hands away from the tires when driving. Be aware that loose fitting clothing can become caught in drive tires.