

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JUNE 25, 2004 (Fourth Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM*
* CITY HALL COUNCIL CHAMBERS*
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. - Noon

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Kanoa Dynek, Chair, MAC **RE: Fall Service Reduction Proposal**
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 14 AND MAY 28, 2004
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE MAY 2004 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM ENTIRELY OF FREDY CASTILLO, CLAIM #04-0008, REJECT THE CLAIM ENTIRELY OF MARIA MARTINEZ, CLAIM #04-0010
Claims: Attached

- Location of Meeting Place

The Board Agenda Packet can be found online at www.scmttd.com

- 5-5. ACCEPT AND FILE MAC AGENDA FOR JUNE 16, 2004 AND MINUTES OF MAY 19, 2004
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JUNE 17, 2004 AND THE MINUTES OF THE MAY 20, 2004 MEETING
Agenda/Minutes: Attached
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2004 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MARCH 2004
Staff Report: Attached
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2004
Staff Report: Attached
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY MEETINGS
Staff Report: Attached
- 5-13. CONSIDERATION OF RECEIPT OF REPORT OF THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE
Staff Report: Oral Report by Directors Reilly and Spence
- 5-14. CONSIDERATION OF AUTHORIZATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 04-05
Staff Report: Attached
- 5-15. CONSIDERATION OF AUTHORIZATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 04-05
Staff Report: Attached

- 5-16. CONSIDERATION OF RESOLUTION AUTHORIZING A PRE-TAX PAYROLL DEDUCTION PLAN FOR SERVICE CREDIT PURCHASES BY DISTRICT EMPLOYEES ENROLLED IN THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM
Staff Report: Attached
- 5-17. CONSIDERATION OF AMENDING CONTRACT WITH VISION SERVICE PLAN
Staff Report: Attached
- 5-18. CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE COVERAGE
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
- 5-19. CONSIDERATION OF APPROVAL OF RESPONSES TO TRANSPORTATION DEVELOPMENT ACT TRIENNIAL PERFORMANCE AUDIT
Staff Report: Attached
Moved to Consent Agenda at the June 11, 2004 Board Meeting. Staff report retained original numbering as Item #12
- 5-20. **NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SETTLEMENT WITH DON TOLINE**
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**

REGULAR AGENDA

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chairperson Reilly
Staff Report: Attached
7. **CONSIDERATION OF PUBLIC INPUT RECEIVED AT PUBLIC HEARINGS REGARDING SERVICE REDUCTIONS AND BOARD ADOPTION OF RESPONSES TO PUBLIC SUGGESTIONS FROM THOSE HEARINGS**
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
8. **DELETED – ACTION TAKEN AT THE JUNE 11, 2004 BOARD MEETING**
9. CONSIDERATION OF ISSUING A DECLARATION OF FISCAL EMERGENCY
Presented by: Elisabeth Ross, Finance Manager
Staff Report: Attached

10. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FINAL BUDGET FOR FY 04-05 AND FY 05-06
Presented by: Elisabeth Ross, Finance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
11. CONSIDERATION OF SERVICE REDUCTIONS FOR FALL 2004
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
ATTACHMENT C IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET
12. **MOVED TO CONSENT AGENDA AS ITEM #5-19**
13. CONSIDERATION OF AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE METROBASE PROJECT
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
14. CONSIDERATION OF PARACRUZ TRANSITION PLAN
Presented by: Bryant Baehr, Operations Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
15. **DELETED**
16. CONSIDERATION OF METRO ADVISORY COMMITTEE (MAC) RECOMMENDATION REGARDING THE NUMBER OF ABSENCES ALLOWED PRIOR TO SEAT BEING DECLARED VACANT
Presented by: Les White, General Manager
Staff Report: Attached
17. CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
18. CONSIDERATION OF SUBMITTING COMMENTS WITH REGARD TO THE PROPOSED SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION EXPENDITURE PLAN
Presented by: Les White, General Manager
Staff Report: Attached

19. **DELETED – ACTION TAKEN AT THE JUNE 11, 2004 BOARD MEETING**
20. **CONSIDERATION OF GRANTING RIGHT-OF-WAYS TO PG&E TO LOCATE A TRANSFORMER ON THE VIA DEL MAR PROJECT SITE, RUN PG&E LINES UNDERNEATH WATSONVILLE TRANSIT CENTER SIDEWALK AND ALLOW ACCESS TO THE TRANSFORMER VIA THE TRANSIT CENTER**
Presented by: Margaret Gallagher, District Counsel
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JUNE 25, 2004 BOARD PACKET**
21. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
22. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

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

SECTION III: RECONVENE TO OPEN SESSION

23. 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.

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: MATERIAL FOR THE JUNE 25, 2004 BOARD MEETING AGENDA

SECTION I: OPEN SESSION:

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION

a. Kanoa Dynek, Chair, MAC RE: Fall Service Reduction Proposal

(Insert Documentation)

CONSENT AGENDA:

ADD TO ITEM #5-3 ACCEPT AND FILE MAY 2004 RIDERSHIP REPORT
(Add Page 1 of the Ridership Report)

ADD TO ITEM #5-18 CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE COVERAGE
(Insert Staff Report)

ADD TO ITEM #5-20 NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SETTLEMENT WITH DON TOLINE
(Insert Staff Report)

REGULAR AGENDA:

ADD TO ITEM #7 CONSIDERATION OF PUBLIC INPUT RECEIVED AT PUBLIC HEARINGS REGARDING SERVICE REDUCTIONS AND BOARD ADOPTION OF RESPONSES TO PUBLIC SUGGESTIONS FROM THOSE HEARINGS
(Insert Staff Report)

DELETE ITEM #8 CONSIDERATION OF ONE-YEAR EXTENSION OF CURRENT MANAGEMENT COMPENSATION PLAN
(Action taken at the June 11, 2004 Board Meeting)

ADD TO ITEM #10 CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING FINAL BUDGET FOR FY 04-05 AND FY 05-06
(Insert Staff Report)

ADD TO ITEM #11 CONSIDERATION OF SERVICE REDUCTIONS FOR FALL 2004
(Insert Attachment C)

- ADD TO ITEM #13** CONSIDERATION OF AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE METROBASE PROJECT
(Insert Staff Report)
- ADD TO ITEM #14** CONSIDERATION OF PARACRUZ TRANSITION PLAN
(Insert Staff Report)
- DELETE ITEM #15** CONSIDERATION OF MODIFICATIONS TO THE SANTA CRUZ METRO DRUG AND ALCOHOL TESTING POLICY
(Negotiations not complete)
- DELETE ITEM #19** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE NECESSARY DOCUMENTS AS THE REPRESENTATIVE OF METRO, THE OWNER OF THE PROPERTY, TO FACILITATE THE VIA DEL MAR PROJECT IN WATSONVILLE, WHICH IS ADJACENT TO THE WATSONVILLE TRANSIT CENTER
(Action taken at the June 11, 2004 Board Meeting)
- ADD TO ITEM #20** CONSIDERATION OF GRANTING RIGHT-OF-WAYS TO PG&E TO LOCATE A TRANSFORMER ON THE VIA DEL MAR PROJECT SITE, RUN PG&E LINES UNDERNEATH WATSONVILLE TRANSIT CENTER SIDEWALK AND ALLOW ACCESS TO THE TRANSFORMER VIA THE TRANSIT CENTER
(Insert Staff Report)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Les White, General Manager

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Proposal

(Insert Documentation)

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JUNE 11, 2004 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM*
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION - None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 14 AND MAY 28, 2004
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Agenda/Minutes: Attached

- F:\Frontoffice\filesyst\B\BOD\Board Reports\2004\06\Agenda of 6-11-04.doc Please note: Location of Meeting Place

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REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chairperson Reilly
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE JUNE 25, 2004 BOARD MEETING
7. CONSIDERATION OF RATIFICATION OF A ONE-YEAR EXTENSION OF THE SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) MEMORANDUM OF UNDERSTANDING (MOU)
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
ACTION REQUIRED AT THE JUNE 11, 2004 BOARD MEETING
8. CONSIDERATION OF ONE-YEAR EXTENSION OF CURRENT MANAGEMENT COMPENSATION PLAN
Presented by: Les White, General Manager
Staff Report: Attached
ACTION REQUIRED AT THE JUNE 11, 2004 BOARD MEETING
9. CONSIDERATION OF ISSUING A DECLARATION OF FISCAL EMERGENCY
Presented by: Elisabeth Ross, Finance Manager
Staff Report: Attached
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Staff Report: **DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE JUNE 25, 2004 BOARD MEETING**
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Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached

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Presented by: Elisabeth Ross, Finance Manager
Staff Report: Attached
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Presented by: Tom Stickel, Fleet Maintenance Manager
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Presented by: Bryant Baehr, Operations Manager
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Presented by: Margaret Gallagher, District Counsel
Staff Report: **DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE JUNE 25, 2004 BOARD MEETING**
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Presented by: Les White, General Manager
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Presented by: Les White, General Manager
Staff Report: Attached

19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE NECESSARY DOCUMENTS AS THE REPRESENTATIVE OF METRO, THE OWNER OF THE PROPERTY, TO FACILITATE THE VIA DEL MAR PROJECT IN WATSONVILLE, WHICH IS ADJACENT TO THE WATSONVILLE TRANSIT CENTER

Presented by: Margaret Gallagher, District Counsel

Staff Report: Attached

ACTION REQUIRED AT THE JUNE 11, 2004 BOARD MEETING

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

21. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

- a. Negotiator: Les White, General Manager

1. Employee Organization: Service Employees International Union (SEIU), Local 415

- b. Negotiator: Les White, General Manager

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

- c. Negotiator: Bryant Baehr, Operations Manager

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Section 54956.8)

Property: 120 Golf Club Drive

Negotiating parties: Ceil Cirillo, Executive Director, City of Santa Cruz
Redevelopment for SCMTD

Yvonne Aiassa, Owner and Negotiator for the property

Under Negotiation: Price and Terms

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Section 54956.8)

Property: 1122 River Street
Negotiating parties: Ceil Cirillo, Executive Director, City of Santa Cruz
Redevelopment for SCMTD
Gibson Trust, Jeannine Gibson, Trustee for the property
Under Negotiation: Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Subdivision (a) of Section 54956.9)

a. Name of Case: Sonja McClure v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

22. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

M E M O R A N D U M

Date: June 16, 2004

To: METRO Chair and Board of Directors

From: Kanoa Dynek, Chair, Metro Advisory Committee (MAC)

Subject: Fall 2004 Service Reduction Proposal

On June 16, 2004 the Metro Advisory Committee met and passed one motion containing a recommendation to the Board of Directors. The following is the motion passed by the MAC for your consideration:

MOTION

"Mac thanks the people who worked on the unfortunately necessary, but fair route reduction/reorganization proposal, and as riders, we are sorry to see it happen."

The Members of the MAC appreciate your consideration of our recommendation.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

May 14, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, May 14, 2004 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Director Rotkin called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth
Jan Beautz (arrived after roll call)
Michelle Hinkle
Dennis Norton
Emily Reilly (arrived after roll call)
Mike Rotkin
Dale Skillicorn (arrived after roll call)
Mark Stone
Pat Spence

DIRECTORS ABSENT

Mike Keogh
Marcela Tavantzis
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Assistant General Manager
Frank Cheng, M/B Project Manager
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

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

Bill Comfort
Andrew Horne, Rail Opponent
John Irwin
Gary Klemz, SEIU
Manny Martinez, PSA

Ian McFadden, SEA
Bonnie Morr, UTU
Jeff North, UTU
Will Regan, VMU

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | | |
|----|------------------------------|-----|---------------------------|
| a. | Paul Marcelin-Sampson | RE: | Consumer Price Index |
| b. | Marilyn Garrett | RE: | Cell Phone Usage on Buses |
| c. | Christopher E. Platten, Esq. | RE: | UTU |

Oral:

Jeff LeBlanc reported on MASTF's motions from their last meeting:

- MASTF is very concerned about the low percentage of funding that is allocated to the senior and disabled transportation services from the draft program of projects of the half cent sales tax.

Mr. LeBlanc, speaking as an individual only, stated that the biggest problem to paratransit and ParaCruz is the funding shortfall. He feels the Task Force is futile and that RTC has no sincere interest in dealing with the problem.

Director Rotkin reported that the next regular meeting of the Board would take place at the Capitola City Council Chambers.

3. LABOR ORGANIZATION COMMUNICATIONS

Nothing to report.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Page 11.a22a and 11.a22b of the District Bylaws, Fact Sheet on Sales Tax distribution, replacement contract for Item #14, Letter of Support from Assemblymember John Laird for the RTIP program, Letter of Support from Senator Bruce McPherson for the RTIP program, and the Summary of 2004 RTIP County Share Proposals.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 9 AND APRIL 23, 2004

A correction will be made to the Minutes of April 23, 2004, Page 5-1.17, Item #16 as follows: ".....and ~~two~~ one individual with a disability who uses paratransit."

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

**5-3. ACCEPT AND FILE APRIL 2004 RIDERSHIP REPORT
PAGE 1 OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR
CONSIDERATION AT THE MAY 28, 2004 BOARD MEETING**

No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: None

No questions or comments.

5-5. ACCEPT AND FILE AGENDA FOR THE MAC MEETING OF MAY 19, 2004

No questions or comments.

5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF MAY 20, 2004 AND THE MINUTES OF THE APRIL 15, 2004 MEETING

No questions or comments.

5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2004 AND APPROVAL OF BUDGET TRANSFERS

No questions or comments.

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

Bonnie Morr explained how her experience with METRO's paratransit service was superior to her experience with VTA's Paratransit Outreach program.

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

Les White reported on the dedication ceremonies held last Friday in both Santa Cruz and San Jose to introduce the Highway 17/Amtrak consolidation service. This service began on April 26, 2004.

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

An increase in ridership on campus was noted.

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

No questions or comments.

5-12. ADOPT RESOLUTION INCREASING CHANGE FUND FOR OPERATIONS DEPARTMENT BY \$1,000

No questions or comments.

5-13. CONSIDERATION OF AMENDING CONTRACT FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS

This is a request for a one-year extension. Bryant Baehr stated that the schedule coming out on June 2nd will reflect changes made two months ago. The printing of *Headways* is timed with the service reductions.

**5-14. CONSIDERATION OF AMENDING AWARD OF CONTRACT FOR RESIDENT BUS INSPECTOR SERVICES
ACTION IS REQUIRED AT THE MAY 14, 2004 BOARD MEETING**

Tom Stickel reported that this finalizes the inspection service on the Highway 17 buses. The vendor was paid incrementally as the buses were received. Vendor is requesting an additional \$1,806.14 for expenses incurred during the inspection process.

ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR HINKLE

Authorize the General Manager to amend the contract for resident bus inspection services with First Transit, Inc. to increase the compensation to the contract by an additional \$1,806.14 for a new total contract amount of \$29,978.14.

Motion passed with Directors Keogh, Reilly, Skillicorn and Tavantzis being absent.

5-15. CONSIDERATION OF ESTABLISHING A RATE TO CHARGE MASTF FOR REPRODUCTION OF AGENDAS AND RELATED MATERIALS FOR DISTRIBUTION

Direction: Supply the Board with the cost of envelopes and postage for the mailing out of MASTF agenda packets.

5-16. CONSIDERATION OF APPROVAL OF LEGAL SECRETARY RECLASSIFICATION

No questions or comments.

REGULAR AGENDA

6. PUBLIC HEARING ON FY 04-05 AND FY 05-06 DRAFT FINAL BUDGET MATERIALS WILL BE INCLUDED IN THE MAY 28, 2004 BOARD PACKET THE PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M. AT THE MAY 28, 2004 BOARD MEETING

Summary:

Elisabeth Ross stated that a full presentation will be made at the May 28, 2004 Board Meeting. A public hearing will also take place at that meeting. Staff will return to the Board for approval of the Final Budget in June.

7. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR AN EASTSIDE EXPRESS ROUTE

Summary:

Mark Dorfman will use the UCSC GIS system to help plot this route. The City of Santa Cruz is a joint sponsor and he will ask the County to write a letter of support to the Monterey Bay Unified Air Pollution Control District (MBUAPCD) in this regard. There will be no out-of-pocket expense to METRO for this express route. Mr. Dorfman stated that this project would be experimental and if successful, could be included in the UCSC service. Funds in the amount of \$200,000 would be applied for under the AB 2766 grant to fund this express service.

Discussion:

Director Rotkin suggested that individual letters be sent to people who would be affected by this route. He offered to talk with the Chancellor about this outreach effort. Mr. Dorfman added that this service could be tied into the university's emergency ride home program, which the City also participates in and will market to their employees. This service is being proposed due to overcrowding on other routes in this area.

8. CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATION TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION ACTION IS REQUIRED AT THE MAY 14, 2004 BOARD MEETING

Discussion:

Director Beautz nominated Dennis Papadopulo as a paratransit user to the Paratransit Task Force. Director Spence asked that all individuals appointed to the Task Force be made aware that the MAC meeting immediately follows the Task Force meeting. Director Spence nominated Kanoa Dynek as a fixed route user to the Task Force. Director Ainsworth nominated Steve Kudlak as an alternate.

ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR BEAUTZ

Appoint Kanoa Dynek as a primary fixed route user, Dennis Papadopulo as a paratransit user and Steve Kudlak as an alternate.

Motion passed with Directors Keogh, Reilly, Skillicorn and Tavantzis being absent.

9. REVIEW OF POTENTIAL FUNDING SOURCES FOR THE METROBASE PROJECT AND CONSIDERATION OF WHETHER THE PURCHASE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION WILL AFFECT FUNDS ANTICIPATED TO BE USED FOR METROBASE

Summary:

Les White reviewed the 2004 Regional Transportation Improvement Plan (RTIP), which is attached to these minutes for reference. He also updated the Board on his California Transportation Commission (CTC) meeting yesterday. He mentioned that the MetroBase project and the Union Pacific Right-of-Way project compete against each other for funding of \$7.8 million.

Discussion:

Pat Dellin of the RTC mentioned that both the Highway 1/17 project and the MetroBase project are both ready to go to construction and that the CTC is looking at bonds to finance the Highway project. Funds that are freed up from STP could then be used for MetroBase. Mr. White added that no project should be reprogrammed since the funds might go into the state's general fund.

Direction: *Reissue the list of acronyms to Board members.

CHAIRPERSON REILLY ARRIVED AT THIS TIME.

Andrew Horne, an opponent of the purchase of the Union Pacific Right-of-Way, gave a presentation on this topic. A hard copy of Mr. Horne's presentation was distributed to members of the Board.

CHAIRPERSON REILLY ASSUMED THE CHAIR RESPONSIBILITIES AT THIS TIME.

10. CONSIDERATION OF FEASIBILITY OF UTILIZING DEADHEAD BUSES TO SERVICE HARVEY WEST/HIGHWAY 9 AREA

Summary:

Paul Marcelin-Sampson stated that his suggestion for picking up passengers when a bus is deadheading between Pacific Station/Metro Center and River Street was more general than what the staff report entailed. He added that he would like this to happen every day rather than just looking at doing it on weekends.

11. CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD OF DIRECTOR MEETINGS, AUTHORIZING THE SELECTION OF REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION AND OTHER CHANGES

Summary:

Margaret Gallagher included new language for Section 14.02 of the District Bylaws which addresses appointments to the RTC.

12. CONSIDERATION OF SUBMITTING COMMENTS WITH REGARD TO THE PROPOSED SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION EXPENDITURE PLAN

Summary:

Mr. White referred to the Draft Program of Projects which the RTC is developing for consideration by the voters in 2004. A fact sheet on the sales tax distribution was distributed to the Board. Mr. White added that the expenditure for local city and county transportation improvements is distributed by population to the cities and county. The half-cent sales tax to fund the Program of Projects would run for thirty (30) years. There is a public meeting scheduled for June 3rd at 7:30 p.m. at the Board of Supervisor Chambers to receive comments. The RTC will request that the county place a ballot measure before the voters.

13. CONSIDERATION OF AMENDING CONTRACT FOR REVENUE AND NON-REVENUE TIRES

Summary:

Tom Stickel reported that Good Year Tires changed the model designation on the bus tires used by METRO and increased the price. The amended contract also covers tires for the new low-floor convertibles which have a different tire size and is not listed in the current contract.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Move this item to the Consent Agenda for the May 28, 2004 Board meeting.

Motion passed with Directors Keogh, Skillicorn and Tavantzis being absent.

**14. CONSIDERATION OF APPROVAL OF CONTRACT WITH AMTRAK FOR THE PROVISION OF THE HIGHWAY 17 SERVICE
ACTION IS REQUIRED AT THE MAY 14, 2004 BOARD MEETING**

Summary:

Bryant Baehr pointed out that a revised contract was distributed for this item. He added that Amtrak's role in the contract for the consolidated service is as a funding mechanism only. The contract provides Amtrak with a mechanism that if Caltrans stopped funding the service, Amtrak would not be responsible for it. It also allows Amtrak to start "through ticketing", however, this has not yet been implemented. In the final draft of the contract, staff will add in the following language: "....."through ticketing" when sold in conjunction with a train/bus ticket.....".

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR ROTKIN

Authorize the General Manager to execute a contract between Amtrak and METRO for the provision of the Highway 17 service in order to facilitate payment to METRO.

Discussion:

The current ticket machines are not accessible for the visually impaired and the FTA will not approve the usage of non-accessible machines. Once fully accessible ticket machines are available, they will be installed at Pacific Station/Metro Center and at the Scotts Valley Transit Center.

Motion passed with Directors Keogh, Skillicorn and Tavantzis being absent.

15. PRESENTATION OF THE RALPH M. BROWN ACT (OPEN MEETING ACT)

Ms. Gallagher gave a presentation on the Brown Act.

DIRECTOR SKILLICORN ARRIVED.

During the presentation, Director Beautz asked whether public testimony rights are modified if an agenda topic is continued to a subsequent date.

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

Margaret Gallagher reported that there would be a conference with Labor Negotiator Mark Dorfman regarding SEIU and with Labor Negotiator Bryant Baehr regarding UTU. There will also be a conference with legal counsel regarding one anticipated litigation case and the existing litigation case of Sonya McClure vs. METRO.

ACTION: MOTION: DIRECTOR HINKLE SECOND: DIRECTOR REILLY

Extend the meeting past 11:00 a.m.

Motion passed with Directors Keogh and Tavantzis being absent.

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Chairperson Reilly adjourned to Closed Session at 11:02 a.m. and reconvened to Open Session at 11:40 a.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Nothing to report at this time.

ADJOURN

There being no further business, Chairperson Reilly adjourned the meeting at 11:40 a.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

May 28, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, May 28, 2004 at the Capitola City Council Chambers, 420 Capitola Avenue, Capitola, CA.

Chairperson Reilly called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Jan Beutz
Michelle Hinkle
Mike Keogh
Dennis Norton
Emily Reilly
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Mike Rotkin
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Frank Cheng, M/B Project Manager
Mark Dorfman, Assistant General Manager
Marilyn Fenn, Asst. Finance Manager
Margaret Gallagher, District Counsel

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

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

Pat Dellin, SCCRTC
Mario Edmundson, Mid Peninsula Housing
Gary Klemz, SEIU
Sandra Lipperd, UTU
Manny Martinez, PSA
Ian McFadden, SEA

Bonnie Morr, UTU
Jeff North, UTU
Will Regan, VMU
June Royle Barr, Mid Peninsula Housing
Peter Scott, CFST
Spike, CFST
Amy Weiss, Spanish Interpreter

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | |
|----|------------------------------|-------------------------------|
| a. | Paul Marcelin-Sampson | RE: Consumer Price Index |
| b. | Marilyn Garrett | RE: Cell Phone Usage on Buses |
| c. | Christopher E. Platten, Esq. | RE: UTU |
| d. | Judy Doering-Nielsen, Mayor | RE: Sakata Lane |
| e. | Kanoa Dynek, Vice Chair, MAC | RE: Committee Actions |

Oral:

Braylis Young a long-time resident and homeowner, has utilized public transit as his primary mode of transportation. He is looking forward to the budget review scheduled for today's meeting.

Les White read the motions made at the recent MAC meeting, both of which are outlined in the written communication from Kanoa Dynek. There was discussion regarding the number of excused and unexcused absences. Staff will need direction on the bylaws at a future date; if no direction is given, the bylaws will remain the same.

Sharon Barbour of MASTF read three motion from the last MASTF meeting: 1) MASTF urged the Board to move quickly to break ground on MetroBase, 2) MASTF urged the Board to support AB2694 that raises the fine for tossing cigarette butts on the ground, 3) MASTF is concerned about the low percentage of funding allocated in the draft Program of Projects for senior and disabled transportation services.

Director Tavantzis asked staff to review the Sakata Lane property in the future and was informed that this item would be brought before the Board next month. A copy of the response to the Mayor of Watsonville regarding this property will be given to the Board.

3. LABOR ORGANIZATION COMMUNICATIONS

Gary Klemz of SEIU introduced the chapter presidents and reported that the members of SEIU, in light of budgetary concerns, have voted to extend the current labor contract for one year and asked for Board support in this regard. Les White added that this is unprecedented at METRO and expressed his appreciation to the union for preserving jobs and services with this action.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

SECTION I:

OPEN SESSION:

ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION

- | | | |
|----|------------------------------|-----------------------|
| d. | Judy Doering-Nielsen, Mayor | RE: Sakata Lane |
| e. | Kanoa Dynek, Vice Chair, MAC | RE: Committee Actions |

(Insert Documentation)

CONSENT AGENDA:

- ADD TO ITEM #5-1** APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 9 AND APRIL 23, 2004
(Replace Page 5-1.17 of the April 23, 2004 Meeting Minutes)
- ADD TO ITEM #5-3** ACCEPT AND FILE APRIL 2004 RIDERSHIP REPORT
(Add Page 1 of the Ridership Report)
- ADD TO ITEM #5-5** ACCEPT AND FILE AGENDA FOR THE MAC MEETING OF MAY 19, 2004 AND THE MINUTES OF THE APRIL 21, 2004 MEETING
(Insert Minutes)
- DELETE ITEM #5-14** CONSIDERATION OF AMENDING AWARD OF CONTRACT FOR RESIDENT BUS INSPECTOR SERVICES
(Action taken at the May 14, 2004 Board Meeting)
- ADD TO ITEM #5-15** CONSIDERATION OF ESTABLISHING A RATE TO CHARGE MASTF FOR REPRODUCTION OF AGENDAS AND RELATED MATERIALS FOR DISTRIBUTION
(Insert Supplemental information)

REGULAR AGENDA:

- ADD TO ITEM #6** PUBLIC HEARING ON FY 04-05 AND FY 05-06 DRAFT FINAL BUDGET
(Insert Staff Report)
- DELETE ITEM #8** CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATION TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
(Action taken at the May 14, 2004 Board Meeting)
- REPLACE ITEM #8 (New Title)** ACCEPT AND FILE STATUS OF THE METROBASE PROJECT
(Insert New Staff Report as Item #8)
- DELETE ITEM #14** CONSIDERATION OF APPROVAL OF CONTRACT WITH AMTRAK FOR THE PROVISION OF THE HIGHWAY 17 SERVICE
(Action taken at the May 14, 2004 Board Meeting)
- ADD TO ITEM #15 (New Title)** CONSIDERATION OF OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT INCLUDING PUBLIC TESTIMONY RIGHTS – RE: AGENDA ITEMS WHEN MEETING IS CONTINUED
(Insert Staff Report)
- ADD TO ITEM #16** CONSIDERATION OF AWARD OF CONTRACT TO ARK PROPERTY MAINTENANCE FOR JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER
(Insert Staff Report)
- ADD TO ITEM #17**
1. REVIEW OF THE SITE LICENSE AGREEMENT TO FACILITATE VIA DEL MAR'S USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH COLLECTION AND RECYCLING SERVICES
 2. CONSIDERATION OF APPROVAL OF THE LAND DIVISION APPLICATION WHICH ALLOWS FOR THE JOINING OF THE TWO PARCELS LEASED TO THE CITY OF WATSONVILLE FOR A TRANSIT-ORIENTED HOUSING DEVELOPMENT

3. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE NECESSARY DOCUMENTS AS THE REPRESENTATIVE OF THE OWNER OF THE PROPERTY TO FACILITATE THE VIA DEL MAR PROJECT
 4. CONSIDERATION OF GRANTING A LICENSE FOR DEMOLITION AND RECONSTRUCTION OF SIDEWALK AT THE WATSONVILLE TRANSIT CENTER ADJACENT TO VIA DEL MAR
 5. REVIEW SITE PLANS AND THE BUILDING ELEVATION FOR THE VIA DEL MAR TRANSIT-ORIENTED PROJECT
- ADD TO ITEM #18**
- CONSIDERATION OF SERVICE REDUCTIONS FOR THE PURPOSE OF SETTING PUBLIC HEARINGS
(Insert Staff Report)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 9 AND APRIL 23, 2004
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE APRIL 2004 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE AGENDA FOR THE MAC MEETING OF MAY 19, 2004 AND THE MINUTES OF THE APRIL 21, 2004 MEETING
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF MAY 20, 2004 AND THE MINUTES OF THE APRIL 15, 2004 MEETING
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2004 AND APPROVAL OF BUDGET TRANSFERS
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR FEBRUARY 2004
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2004
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE APRIL MEETINGS
- 5-12. ADOPT RESOLUTION INCREASING CHANGE FUND FOR OPERATIONS DEPARTMENT BY \$1,000
- 5-13. CONSIDERATION OF AMENDING CONTRACT FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS
- 5-14. DELETED – ACTION TAKEN AT MAY 14, 2004 BOARD MEETING
- 5-16. CONSIDERATION OF APPROVAL OF LEGAL SECRETARY RECLASSIFICATION

Item #5-15 was pulled from the Consent Agenda and designated for further discussion as Item #18.1 on the Regular Agenda.

ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR SKILLICORN

Approve Consent Agenda with the exception of Item #5-15.

Motion passed by a unanimous voice vote in lieu of a roll call for the Consent Agenda and Item #5-12 Resolution with Directors Ainsworth and Rotkin being absent.

REGULAR AGENDA

ITEM 18.1 WAS TAKEN OUT OF ORDER AT THIS TIME.

18.1 CONSIDERATION OF ESTABLISHING A RATE TO CHARGE MASTF FOR REPRODUCTION OF AGENDAS AND RELATED MATERIALS FOR DISTRIBUTION

Summary:

Les White reported that this staff report is in response to Board direction. This outlines the rate that would be charged to MASTF if they used METRO's reproduction facilities.

DIRECTOR AINSWORTH ARRIVED.

Discussion:

There was discussion of the database which is supplied to METRO by MASTF staff. METRO does not maintain this database. It was further determined that MASTF would be billed on a monthly basis and if the bill is not paid after three or four months, it would be taken to the Board. District Counsel will submit this information to MASTF in a letter along with the rate information.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR SKILLICORN

Approve the rates to charge MASTF for the reproduction of agenda and agenda related materials. A letter will be sent to MASTF reiterating the policy for payment.

Motion passed unanimously with Director Rotkin being absent.

6. PUBLIC HEARING ON FY 04-05 AND FY 05-06 DRAFT FINAL BUDGET PUBLIC HEARING IS SCHEDULED FOR 9:00 A.M.

Summary:

Elisabeth Ross reported that the Board would hear input from the public today on the Draft Final Budget and give the staff additional direction. Staff would return to the Board in June for adoption of the final budget. Ms. Ross prepared a two-year budget which is balanced over the two-year period. A presentation was given at this time. Service reductions in the amount of \$212,000 were made and are effective June 2004. An additional \$700,000 in cuts will be considered by the Board to be effective in September 2004. Staff is proposing to make staff reductions in the amount of \$200,000 to be effective September 30, 2004. However, no further reductions will be considered after 2004.

Direction: *At the June 11th Board meeting, bring suggested language for a letter to be written to the appropriate parties regarding how METRO's budget is affected by rising diesel prices. Also, bring a list of parties to whom this letter would be sent.

*Invite TMA representatives to the June Board meeting to explain what they are doing for METRO.

Discussions included future budgets being based on a 24-month period, a possible fare increase of ten cents in FY 05-06, possible elimination of state and federal lobbyists which Mr. White would not recommend, and the increase to medical insurance costs. Mr. White itemized the dues and subscription line item and stated that METRO is rejoining the Santa Cruz Chamber of Commerce.

Public Hearing opened at 10:06 a.m.

Braylis Young asked for a 10-year history on the liability and casualty insurance premium increases. He asked why fare increases to the seniors/disabled are not mentioned in the budget. He also asked for a 10-20 year vision statement for METRO.

Public Hearing was closed at 10:08 a.m.

Mr. White responded that staff would bring a ten-year history of premiums for umbrella insurance and a history of what was paid out on settlements to the June budget presentation. He added that the vision statement would be included in the Five Year Plan. Ms. Ross will mention the senior/disabled fare increase in the budget next month. This was part of the last fare increase but was “stepped” up gradually to lessen the impact on this community.

7. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR AN EASTSIDE EXPRESS ROUTE

Summary:

Mark Dorfman reported that staff is proposing to make a grant application for up to \$200,000 to the Air District for an Eastside Express route. Staff is working jointly with UCSC, the City of Santa Cruz and will be approaching the County. This route will provide express service to UCSC students and government employees from the Eastside.

Discussion:

Director Norton requested consideration of an express route between Watsonville and downtown Santa Cruz and expressed concern over the level of service for UCSC. Mr. Dorfman responded that UC is providing a local match, which will be looked upon favorably by the Air District when considering METRO’s request. He added that UC would be addressing the “pass bys” while adding service in impacted areas at no cost to METRO.

Direction: *Mark Dorfman was directed to ask UCSC to supply information about how UCSC goes about getting grants.
*During the June budget presentation, discuss how the METRO contract with UCSC is structured.

ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR REILLY

Adopt the resolution to submit a grant application for \$200,000 to the Air District for an Eastside Express route.

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

8. ACCEPT AND FILE STATUS OF THE METROBASE PROJECT

Summary:

Frank Cheng, MetroBase Project Manager, gave a presentation on the MetroBase status and on his site visits to Southern California transit facilities designed by RNL Design.

Direction: *Staff was directed to talk with the City of Santa Cruz regarding a MetroBase presentation being given to them in July.

*Mr. White will obtain information on how many weeks of pile driving will be necessary to utilize the “mat” system to support the Operations and service buildings.

*During the budget presentation, staff was directed to report on how MetroBase would affect METRO operations for years to come.

Discussion:

It was reported that a 6’ tower containment area would be built to ensure against diesel fuel contamination of the San Lorenzo River. There is also a full storm water runoff with containment system at the site and any leaks would convert to gaseous form.

Will Regan of VMU spoke in favor of MetroBase and that it would bring the ability to increase service throughout the county. He urged the Board to keep their MetroBase “hat” on while sitting on other councils.

Mr. White stated that the following people could write letters requesting that MetroBase be put in STIP as a priority: Chair of METRO Board, Chair of Board of Supervisors, Mayors of Santa Cruz, Watsonville, Scotts Valley, and Capitola, Chair of RTC. Letters should be written to Senators McPherson and Dennison, and Assemblymembers Laird and Salinas.

Pat Dellin, Deputy Director of the SCCRTC, reported that her staff is already accumulating letters from all elected officials, boards and committee groups that are supportive of this project.

ACTION: MOTION: DIRECTOR SKILLICORN SECOND: DIRECTOR BEAUTZ

Accept and file the MetroBase Status Report.

Motion passed unanimously with Director Rotkin being absent.

9. **REVIEW OF POTENTIAL FUNDING SOURCES FOR THE METROBASE PROJECT AND CONSIDERATION OF WHETHER THE PURCHASE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION WILL AFFECT FUNDS ANTICIPATED TO BE USED FOR METROBASE**

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR REILLY

Continue this item to the August Board meetings.

Pat Dellin wanted to clarify that the RTC did request \$7.8 million for MetroBase in its 2004 improvement program, both in first and second choice scenarios. RTC staff is working with CTC staff to correct the error of not putting MetroBase in the summary. She also clarified the misunderstanding that there is direct competition for funds between the rail branch line and MetroBase.

Motion passed unanimously with Director Rotkin being absent.

ITEM #18 WAS TAKEN OUT OF ORDER AT THIS TIME.

18. **CONSIDERATION OF SERVICE REDUCTIONS FOR THE PURPOSE OF SETTING PUBLIC HEARINGS**

Summary:

Mark Dorfman reported that service adjustments are necessary to balance the budget. Public hearings have been scheduled to inform the public of these reductions and to receive input to bring back to the Board.

Discussion:

Ian McFadden addressed Board questions. Mr. Dorfman outlined the various forms of advertising for the public hearings. He added that staff is now showing the paratransit impacts of all the service changes to avoid any surprises. Director Keogh thanked SEIU and its membership for extending their labor contract which aided in retaining service.

Direction: *Staff was asked to place fliers on the buses of the routes affected.
*Director Norton asked that a public meeting be held in the Capitola area.
*Staff was directed to incorporate a new agenda item into the agenda packet which updates the Board on the paratransit task force.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR REILLY

Adopt the public hearing schedule for Fall 2004 service change with the addition of a public hearing being held in Capitola.

Motion passed unanimously with Director Rotkin being absent.

ACTION: MOTION: DIRECTOR SPENCE SECOND: DIRECTOR REILLY

Approve Items 10, 13 and 16 as recommended by staff as follows:

10. CONSIDERATION OF FEASIBILITY OF UTILIZING DEADHEAD BUSES TO SERVICE HARVEY WEST/HIGHWAY 9 AREA

RECOMMENDED ACTION: Examine the feasibility of utilizing deadhead buses on weekends to provide some service to the Harvey West/Highway 9 area. Staff does not recommend that this be done.

13. CONSIDERATION OF AMENDING CONTRACT FOR REVENUE AND NON-REVENUE TIRES

RECOMMENDED ACTION: Authorize the General Manager to amend the contract for revenue and non-revenue tires with Dixon and Son Tire, Inc. to increase the prices on certain tire sizes and add an additional tire size to the contract.

16. CONSIDERATION OF AWARD OF CONTRACT TO ARK PROPERTY MAINTENANCE FOR JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER

RECOMMENDED ACTION: Authorize the General Manager to execute a one-year contract with Ark Property Maintenance to provide janitorial services for the Scotts Valley Transit Center for a total contract amount not to exceed \$19,000.

Discussion:

Contract should state that “.....if he/she exceeds \$18,000 maximum amount payable under this contract, that it does so as its own risk.” The contract currently states a maximum amount of \$19,000. The contract will be changed to reflect the maximum amount of \$18,000, which reflects 12 months at \$1,500 per month.

Motion passed unanimously with Director Rotkin being absent.

ITEM #17 WAS TAKEN OUT OF ORDER AT THIS TIME.

- 17. 1. REVIEW OF THE SITE LICENSE AGREEMENT TO FACILITATE VIA DEL MAR'S USE OF THE WATSONVILLE TRANSIT CENTER'S TRASH COLLECTION AND RECYCLING SERVICES**
- 2. CONSIDERATION OF APPROVAL OF THE LAND DIVISION APPLICATION WHICH ALLOWS FOR THE JOINING OF THE TWO PARCELS LEASED TO THE CITY OF WATSONVILLE FOR A TRANSIT-ORIENTED HOUSING DEVELOPMENT**
- 3. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE NECESSARY DOCUMENTS AS THE REPRESENTATIVE OF THE OWNER OF THE PROPERTY TO FACILITATE THE VIA DEL MAR PROJECT**

4. **CONSIDERATION OF GRANTING A LICENSE FOR DEMOLITION AND RECONSTRUCTION OF SIDEWALK AT THE WATSONVILLE TRANSIT CENTER ADJACENT TO VIA DEL MAR**
5. **REVIEW SITE PLANS AND THE BUILDING ELEVATION FOR THE VIA DEL MAR TRANSIT-ORIENTED PROJECT**

Summary:

The Via Del Mar project is a multi-residential development that is transit oriented. METRO leased two properties adjacent to the Watsonville Transit Center to the City of Watsonville for this project. Ms. Gallagher distributed a resolution which will be included in the staff recommendation. Jane Barr, project manager, showed a color rendition of the project to the Board.

Discussion:

Margaret Gallagher assured the Board that the License Agreement for this project could be terminated at any time in the future. The issue of PG&E having access to the transformer will be brought before the Board in June. It was also determined that the construction project would be secured by the land.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR TAVANTZIS

1. **Approve the Site License Agreement to facilitate Via del Mar's use of the Watsonville Transit Center's trash collection area and recycling services.**
2. **Approve the Land Division Application, which allows for the joining of the two parcels leased to the City of Watsonville for a transit-oriented housing development.**
3. **Approve a License for the demolition and reconstruction of a new sidewalk at the Watsonville Transit Center to facilitate the housing development of the parcels leased to the City of Watsonville.**
4. **Review site plans for the transit-oriented project and the building elevation for that portion of the project facing the transit center.**

FRIENDLY AMENDMENT TO THE MOTION:

5. **The construction agreement will go before the Board at their June 11th meeting since the closing is set for June 18th.**

Motion passed unanimously with Director Rotkin being absent.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR SKILLICORN

Continue Items 11, 12 and 15 to the June Board meetings.

Motion passed unanimously with Director Rotkin and Spence being absent.

11. **CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD OF DIRECTOR MEETINGS, AUTHORIZING THE SELECTION OF REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION AND OTHER CHANGES**

Discussion:

The Regional Transportation Commission's public hearing is scheduled for June 3rd. Comments can be made at that meeting.

12. **CONSIDERATION OF SUBMITTING COMMENTS WITH REGARD TO THE PROPOSED SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION EXPENDITURE PLAN**

14. **DELETED – ACTION TAKEN AT MAY 14, 2004 BOARD MEETING**

15. **CONSIDERATION OF OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT INCLUDING PUBLIC TESTIMONY RIGHTS – RE: AGENDA ITEMS WHEN MEETING IS CONTINUED**

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

Margaret Gallagher reported that there would be a conference with Labor Negotiators for SEIU and UTU; a conference with Counsel on two anticipated litigations and one existing litigation of Linda Tarsky vs. METRO.

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

None

SECTION II: CLOSED SESSION

Chairperson Reilly adjourned to Closed Session at 11:52 a.m. and reconvened to Open Session at 1:06 p.m.

SECTION III: RECONVENE TO OPEN SESSION

22. **REPORT OF CLOSED SESSION**

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Chairperson Reilly adjourned the meeting at 1:08 p.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

DRAFT

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
9287P	5/1/2004	-10.00	E326 CONKLIN, CAROLYN VOID CHECK		1419	VOID CHECK	-10.00	PRE-PAID
10889P	5/1/2004	-50.00	B013 VENTURA PHARES, ANA VOID CHECK	7	1421	VOID CHECK	-50.00	PRE-PAID
12448	5/7/2004	131,619.43	001316 DEVCO OIL		1262	APR FUEL	131,619.43	
12449	5/14/2004	201.35	001030 GLOBAL GOVT EDUCATN SOLUTIONS		1263	COMPUTER SUPPLIES	201.35	
12450	5/14/2004	9,913.89	001043 VISION SERVICE PLAN		1264	MAY VISION INSURANCE	9,913.89	
12451	5/14/2004	960.80	001051 CITY OF SANTA CRUZ		1269	MB/ACQ & RELO SVCS	960.8	
12452	5/14/2004	7,881.41	001063 NEW FLYER INDUSTRIES LIMITED		1265	REV VEH PARTS 1755	1,755.24	
					1266	REV VEH PARTS 2697	2,696.50	
					1267	REV VEH PARTS 2530	2,529.52	
					1268	REV VEH PARTS 900	900.15	
12453	5/14/2004	223.08	001296 LEXISNEXIS MATTHEW BENDER		1270	LABOR/EMPLOY ARBIT	223.08	
12454	5/14/2004	184.82	001315 WASTE MANAGEMENT		1271	APR KINGS VILLAGE	142.95	
					1272	APR MT HERMON/KINGS	41.87	
12455	5/14/2004	2,180.00	001365 BORTNICK, ROBERT S. & ASSOC.	7	1273	INVESTIGATIVE SVCS	2,180.00	
12456	5/14/2004	53.52	001645 ERIK'S DELICAFE INC		1274	LOCAL MEETING EXP	53.52	
12457	5/14/2004	4,244.14	001745 HARTFORD LIFE		1275	MAY LIFE/AD&D INS	4,244.14	
12458	5/14/2004	116.10	001746 HARTFORD INSURANCE CO.		1276	MAY SUPP AD&D INS	116.1	
12459	5/14/2004	7,403.19	001799 DILLINGHAM TICKET CO.		1277	PRINT DAY PASSES	3,672.32	
					1278	PRINT DAY PASSES	3,730.87	
12460	5/14/2004	1,337.61	001800 THERMO KING OF SALINAS, INC		1279	REV VEH PARTS	1,337.61	
12461	5/14/2004	206.25	001856 BAY COMMUNICATIONS	7	1280	OUT REPAIR PHONES	206.25	
12462	5/14/2004	237.50	001992 LRP PUBLICATIONS		1281	DISABILITY COMPL 205	237.5	
12463	5/14/2004	2,600.35	001A SBC/MCI		1282	APR PHONE/IT	91.94	
					1283	APR PHONE/IT	176.6	
					1284	APR PHONE/IT	176.6	
					1285	APR PHONES	2,155.21	
12464	5/14/2004	509.33	002063 COSTCO		1286	PHOTO PROCESS/OPS	65.56	
					1287	LOCAL MEETING EXP	20.47	
					1288	PHOTO PROCESS/OPS	84.09	
					1289	QTY 12 CHAIRS/FAC	223.25	
					1290	PHOTO PROCESS/OPS	34	
					1291	PHOTO PROCESS/OPS	33.61	
					1292	LOCAL MEETING EXP	48.35	
12465	5/14/2004	28.33	002069 A TOOL SHED, INC.		1293	EQUIPMENT RENTAL	28.33	
12466	5/14/2004	26.46	002106 AMERICAN SUPPLY COMPANY		1294	CLEANING SUPPLIES	26.46	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
12467	5/14/2004	864.00	002109		1295	PARKING PERMITS	864	
12468	5/14/2004	3,105.00	002143		1296	STORM WATER ANALYSIS	3,105.00	
12469	5/14/2004	54.79	002161		1297	BUSWASHER SEALS/FAC	54.79	
12470	5/14/2004	2,000.00	002267		1298	MAR LEGISLATIVE SVCS	2,000.00	
12471	5/14/2004	2,550.00	002287		1299	MAY MEDICAL	2,550.00	
12472	5/14/2004	240.77	002323		1300	2 HIPPO VACS 221	240.77	
12473	5/14/2004	3,750.00	002346		1301	MAY LEGISLATIVE SVCS	3,750.00	
12474	5/14/2004	920.00	002385	7	1302	MAINT COPIER/ENC	920	
12475	5/14/2004	17.45	002447		1305	NAMEPLATE/LGL 7	17.45	
12476	5/14/2004	137.82	002459		1303	2/11-4/12 KINGS VLG	109.09	
					1304	2/11-4/12 KINGS VLG	28.73	
12477	5/14/2004	4,929.62	002624		1306	MODULE/RCVR 4867	4,929.62	
12478	5/14/2004	173.05	002639		1307	3/26-4/25 PHONES	173.05	
12479	5/14/2004	3,129.98	002713		1308	OUT REPAIR/#8025	552.35	
					1309	OUT REPAIR/#201	309.01	
					1310	OUT REPAIR/#8014	2,268.62	
12480	5/14/2004	248.00	007		1311	MAR/APR FREIGHT OUT	248	
12482	5/14/2004	16,193.65	009		1312	4/6-5/5 PACIFIC	119.82	
					1313	4/6-5/5 PACIFIC	650.35	
					1314	4/6-5/5 PACIFIC	397.06	
					1315	2/26-4/27 SAKATA	-142.89	
					1316	4/1-4/30 RIVER ST	221.29	
					1317	4/1-4/30 RIVER ST	1,106.85	
					1318	4/1-4/30 GOLF CLUB	1,595.77	
					1319	4/1-4/30 GOLF CLUB	298.85	
					1320	3/30-4/27 SAKATA	9.97	
					1321	3/12-4/9 KINGS VLG	155.59	
					1322	4/2-4/29 111 DUB	478.66	
					1323	4/1-4/29 RODRIGUEZ	35.8	
					1324	4/1-4/29 BEACH ST	80.24	
					1325	4/2-4/29 111 DUB	382.83	
					1326	4/2-4/29 370 ENC	154.14	
					1327	4/2-4/29 HRVY WEST	22.37	
					1328	4/2-4/29 370 ENC	1,551.98	
					1329	4/1-4/29 RODRIGUEZ	1,153.83	
					1330	4/5-5/3 CNG/E RVR	6,519.68	
					1331	4/1-4/30 CNG/E RVR	1,401.46	
12483	5/14/2004	20.00	014		1332	FINGERPRINTING	20	
12484	5/14/2004	6,765.44	018		1333	REV VEH PARTS	448.2	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
					1334	REV VEH PARTS	6,317.24	
12485	5/14/2004	376.09 020	ADT SECURITY SERVICES INC.		1335	MAY ALARMS	376.09	
12486	5/14/2004	50.65 021	WHOLY WATER		1336	OUT REPAIR EQUIP	50.65	
12487	5/14/2004	316.12 036	KELLY-MOORE PAINT CO., INC.		1337	MISC PAINT/SUPPLIES	316.12	
12488	5/14/2004	908.42 039	KINKO'S INC.		1338	APR PRINTING	908.42	
12489	5/14/2004	2,655.73 041	MISSION UNIFORM		1339	APR UNIFORMS/LAUNDRY	385.45	
					1340	APR UNIFORMS/LAUNDRY	2,270.28	
12490	5/14/2004	626.72 043	PALACE ART & OFFICE SUPPLY		1341	OFFICE SUPPLIES	626.72	
12491	5/14/2004	294.88 075	COAST PAPER & SUPPLY INC.		1342	CLEANING SUPPLIES	294.88	
12492	5/14/2004	13,021.28 079	SANTA CRUZ MUNICIPAL UTILITIES		1343	2/24-4/23 370 ENC	1,723.97	
					1344	2/24-4/23 GOLF CLUB	1,623.54	
					1345	2/24-4/23 370 ENC	218.55	
					1346	2/24-4/23 RIVER ST	3,671.30	
					1347	2/24-4/23 111 DUB	1,380.60	
					1348	2/24-4/23 PACIFIC	120.14	
					1349	2/24-4/23 PACIFIC	4,283.18	
12493	5/14/2004	18,274.78 085	DIXON & SON TIRE, INC.		1350	OUT REPAIR REV VEH	256.72	
					1351	APR TIRES/TUBES	18,018.06	
12494	5/14/2004	41.00 090	CRYSTAL SPRINGS WATER CO.		1352	APR WATER FLEET	41	
12495	5/14/2004	641.80 107	SAN LORENZO LUMBER CO., INC.		1353	REPAIRS/MAINT/SUPPLY	641.8	
12496	5/14/2004	881.02 117	GILLIG CORPORATION		1354	REV VEH PARTS	881.02	
12497	5/14/2004	95.88 130	WATSONVILLE CITY WATER DEPT.		1355	4/1-5/3 SAKATA	13.38	
					1356	4/1-5/3 RODRIGUEZ	9.46	
					1357	4/1-5/3 SAKATA	73.04	
12498	5/14/2004	2,979.14 135	SANTA CRUZ AUTO PARTS, INC.		1358	REV VEH PARTS/SUPPLY	2,979.14	
12499	5/14/2004	17.50 147	ZEE MEDICAL SERVICE		1359	SAFETY SUPPLIES	17.5	
12500	5/14/2004	451.14 149	SANTA CRUZ SENTINEL		1360	APR ADVERTISING	451.14	
12501	5/14/2004	9.55 172	CENTRAL WELDER'S SUPPLY, INC.		1361	PARTS & SUPPLIES	9.55	
12502	5/14/2004	1,134.06 191	GOLDEN GATE PETROLEUM		1362	APR FUEL - FLEET	1,134.06	
12503	5/14/2004	31.20 192	ALWAYS UNDER PRESSURE		1363	OUT REPAIR WATERJET	31.2	
12504	5/14/2004	104.40 210	HOLIDAY MUFFLER SERVICE		1364	OUT REPAIR/#8027	104.4	
12505	5/14/2004	615.35 276	SCOTTS VALLEY SPRINKLER		1365	R & M/SILT N PARK	615.35	
12506	5/14/2004	746.28 389	KEN'S AUTO PARTS, INC.		1366	CLEANING SUPPLIES	746.28	
12507	5/14/2004	460.04 395	APPLIED GRAPHICS, INC.		1367	TIRE CONTROL CARDS	104.48	
					1368	BUSINESS CARDS	264.5	
					1369	BUSINESS CARDS/FLT	91.06	
12508	5/14/2004	406.80 422	IMAGE SALES INC.		1370	PHOTO SUPPLIES/MET	406.8	
12509	5/14/2004	2,206.03 433	AMPAC BUILDING MAINTENANCE	7	1371	APR CUSTODIAL SVCS	2,206.03	
12510	5/14/2004	163.98 434	VERIZON WIRELESS-PAGERS		1372	MAY PAGERS	163.98	
12511	5/14/2004	53.20 434B	VERIZON CALIFORNIA		1373	MT. BIEWLASKI	53.2	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
12512	5/14/2004	130.04 436	WEST PAYMENT CENTER		1374	MAR ACCESS CHGS	130.04	
12513	5/14/2004	45.00 440	RUNFOROFFICE.COM	7	1375	APR-JUN LOBBY REPORT	45	
12514	5/14/2004	760.00 478	BEE CLENE	0	1376	CUSTODIAL SVCS/CRPTS	760	
12515	5/14/2004	2,980.80 480	DIESEL MARINE ELECTRIC		1377	REV VEH PARTS	2,014.20	
					1378	REV VEH PARTS	394.2	
					1379	REV VEH PARTS	572.4	
12516	5/14/2004	143.86 546	GRANITE ROCK COMPANY		1380	REPAIRS/MAINTENANCE	143.86	
12517	5/14/2004	463.35 629	HUGHES & ASSOCIATES	7	1381	INVESTIGATIVE SVCS	463.35	
12518	5/14/2004	457.00 639	72 DEGREES		1382	OUT REPAIR HEATERS	457	
12519	5/14/2004	2,405.73 647	GFI GENFARE		1383	REV VEH PARTS/SUPPLY	121.06	
					1384	OUT REPAIR REV VEH	359.62	
					1385	REV VEH PARTS	526.37	
					1386	REV VEH PARTS	1,398.68	
12520	5/14/2004	699.82 691	EAGLE AUTOMOTIVE		1387	OUT REPAIR VEHICLES	699.82	
12521	5/14/2004	8,448.80 753A	DEPARTMENT OF GENERAL SERVICES		1388	STATE CONTRACT CHGS	8,448.80	
12522	5/14/2004	255.00 819	MONEY SYSTEMS TECHNOLOGY, INC.		1389	REPAIR COIN MACHINE	255	
12523	5/14/2004	1,885.70 851	I.M.P.A.C. GOVERNMENT SERVICES		1390	4.05502E+15	1,885.70	
12524	5/14/2004	336.91 867	SUMP, WILLIAM J.	7	1391	INVESTIGATIVE SVCS	336.91	
12525	5/14/2004	150.00 869	TRUCK DRIVER'S INSTITUTE		1392	REFUND PG&E PMT	150	
12526	5/14/2004	123,568.70 904	RNL DESIGN		1393	REIMBRS EXP TO 3/31	6,027.46	
					1394	PROF SVCS THRU 3/31	117,541.24	
12527	5/14/2004	3,922.75 909	CLASSIC GRAPHICS		1395	OUT REPAIR VEHICLES	3,922.75	
12528	5/14/2004	36.20 914	CALTRONICS BUSINESS SYSTEMS		1396	OFFICE SUPPLIES/ADM	20	
					1397	OFFICE SUPPLIES/FLT	16.2	
12529	5/14/2004	90.09 932	A.L. LEASE COMPANY, INC.		1398	REPAIRS/MAINTENANCE	90.09	
12530	5/14/2004	21,863.48 975	TRISTAR RISK MANAGEMENT NO. 2		1399	APR TRUST ACCOUNT	21,863.48	
12531	5/14/2004	44.00 E125	DEVIVO, WILLIAM		1400	DMV/VTT FEES	44	
12532	5/14/2004	10.00 E157	ABREGO, EULALIO		1401	VTT FEES	10	
12533	5/14/2004	44.00 E243	CODD, FREDERICK		1402	DMV/VTT FEES	44	
12534	5/14/2004	1,905.00 R419	SILVERIE III, INC., DANIEL		1403	SETTLEMENT CLAIM	1,905.00	
12535M	5/14/2004	242.00 R420	PAJARO VALLEY NEUROLOGICAL		1423	MEDICAL PAYMENT	242.00	MANUAL
12536M	5/14/2004	180.00 R421	HAMAKO, CONRAD M.D.		1424	MEDICAL PAYMENT	180.00	MANUAL
12537	5/21/2004	990.36 001	SBC		1404	MAY PHONE/IT	595.06	
					1405	MAY PHONES	395.3	
12538	5/21/2004	1,407.05 001119	MACERICH PARTNERSHIP LP	7 9	60	CAPITOL MALL RENT	1,407.05	
12539	5/21/2004	31,581.00 002116	HINSHAW, EDWARD & BARBARA	7 9	61	120 DUBOIS RENT	6,435.77	
				9	62	370 ENCINAL RENT	25,145.23	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
12540	5/21/2004	10,794.22	002117 IULIANO, NICK	7	9 63	111 DUBOIS RENT	10,794.22	
12541	5/21/2004	2,422.21	002610 FREDERICK ELECTRONICS CORP.	9	64	375 ENCINAL RENT	2,422.21	
12542	5/21/2004	253.80	002643 IOS CAPITAL		1406	5/22-6/21 CANON RENT	253.8	
12543	5/21/2004	486.41	009 PACIFIC GAS & ELECTRIC		1407	4/10-5/10 KINGS VLG	411.32	
					1408	4/11-5/10 KINGS VLG	17.68	
					1409	4/14-5/13 PAUL SWT	57.41	
12544	5/21/2004	91.60	041 MISSION UNIFORM		1410	APR UNIFORMS/LAUNDRY	91.6	
12545	5/21/2004	1,943.00	080 STATE BOARD OF EQUALIZATION		1411	APR USE TAX PREPAY	1,943.00	
12546	5/21/2004	2,374.94	110 JESSICA GROCERY STORE, INC.		1412	JUN CUSTODIAN SVCS	2,374.94	
12547	5/21/2004	457.40	221 VEHICLE MAINTENANCE PROGRAM		1413	REV VEH PARTS 457	457.4	
12548	5/21/2004	191.92	510 ASCOM HASLER LEASING		1414	JUN EQUIP RENTAL	191.92	
12549	5/21/2004	421.44	566 ARROWHEAD MTN SPRING WATER		1415	APR WATER ADMIN	328.54	
					1416	APR WATER PLNG	92.9	
12550	5/21/2004	25.00	688 SALDANA, ERNESTINA	7	1417	PARACRUZ HEARING	25	
12551	5/21/2004	25.00	689 WOOD, JOHN	7	1418	PARACRUZ HEARING	25	
12552	5/21/2004	900.00	840 BOUCHARD, BRENT	7	9 65	VERNON ST RENT	900	
12553	5/21/2004	50.00	B013 VENTURA PHARES, ANA	7	1422	SEP 03 BOARD MEETING	50	
12554	5/21/2004	10.00	E326 CONKLIN, CAROLYN		1420	VTT FEES	10	
12555	5/21/2004	249.84	M001 HORTON, JOSEPH	9	66	MED INS PREMIUM REIM	249.84	
12556	5/21/2004	41.14	M002 RACKLEY, EARL	9	67	MED INS PREMIUM REIM	41.14	
12557	5/21/2004	228.77	M003 WYANT, JUDI	9	68	MED INS PREMIUM REIM	228.77	
12558	5/21/2004	228.77	M005 ROSS, EMERY	9	69	MED INS PREM REIMB	228.77	
12559	5/21/2004	596.40	M006 VAN DER ZANDE, ED	9	70	MED INS PREM REIMB	596.4	
12560	5/21/2004	489.54	M007 BLAIR-ALWARD, GREGORY	9	71	MED INS PREM REIMB	489.54	
12561	5/21/2004	280.84	M008 CAMPOS, ARVILLA	9	72	MED INS PREM REIMB	280.84	
12562	5/21/2004	816.40	M009 FREEMAN, MARY	9	73	MED INS PREM REIMB	816.4	
12563	5/21/2004	280.84	M010 SHORT, SLOAN	9	74	MED INS PREM REIMB	280.84	
12564	5/21/2004	41.14	M011 LAWSON, LOIS	9	75	MED INS PREM REIMB	41.14	
12565	5/21/2004	41.14	M012 ROSE, JACK	9	76	MED INS PREM REIMB	41.14	
12566	5/21/2004	72.14	M013 JAHNKE, EILEEN	9	77	MED INS PREM REIMB	72.14	
12567	5/21/2004	41.14	M015 HETH, KATHRYN	9	78	MED INS PREM REIMB	41.14	
12568	5/21/2004	20.07	M016 HICKLIN, DONALD KENT	9	79	MED INS PREM REIMB	20.07	
12569	5/21/2004	20.07	M017 PORTILLA, EARLENE	9	80	MED INS PREM REIMB	20.07	
12570	5/21/2004	72.14	M019 WILLIAMS, ROBERT	9	81	MED INS PREM REIMB	72.14	
12571	5/21/2004	219.57	M022 CAPELLA, KATHLEEN	9	82	MED INS PREM REIMB	219.57	
12572	5/21/2004	8.94	M023 CARLSON, WILLIAM	9	83	MED INS PREM REIMB	8.94	
12573	5/21/2004	30.44	M024 DOBBS, GLENN	9	84	MED INS PREM REIMB	30.44	
12574	5/21/2004	35.19	M025 ELIA, LARRY	9	85	MED INS PREM REIMB	35.19	
12575	5/21/2004	30.44	M028 ORTEGA, MANUELA	9	86	MED INS PREM REIMB	30.44	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
12576	5/21/2004	39.94	M029 REESE, CHARLES	9	87	MED INS PREM REIMB	39.94	
12577	5/21/2004	11.34	M032 TOWE, JANIE	9	88	MED INS PREM REIMB	11.34	
12578	5/28/2004	86.38	001 SBC		1425	MAY PHONE LINES	86.38	
12579	5/28/2004	609.64	001052 MID VALLEY SUPPLY		1426	CLEANING SUPPLIES	609.64	
12580	5/28/2004	10,092.34	001063 NEW FLYER INDUSTRIES LIMITED		1427	REV VEH PARTS 2774	2,773.58	
					1428	REV VEH PARTS 264	263.73	
					1429	REV VEH PARTS 1875	1,875.10	
					1430	REV VEH PARTS 3448	3,448.03	
					1431	REV VEH PARTS 1732	1,731.90	
12581	5/28/2004	711.44	001230 CAPITOL CLUTCH & BRAKE, INC.		1432	REV VEH PARTS	122.3	
					1433	REV VEH PARTS	589.14	
12582	5/28/2004	18,718.07	001616 UNUM		1434	JUN LTD INSURANCE	18,718.07	
12583	5/28/2004	98.40	001711 MOHAWK MFG. & SUPPLY CO.		1435	REV VEH PARTS 98	98.4	
12584	5/28/2004	193,423.23	001762 COMMUNITY BRIDGES		1436	APR ADA PARATRANSIT	193,423.23	
12585	5/28/2004	205.00	001962 LEAGUE OF CALIFORNIA CITIES		1437	CA MUNICIPAL HANDBK	205	
12586	5/28/2004	146.72	001996 JAMES PUBLISHING, INC.		1438	PROOF OF WHIPLASH 2	74.98	
					1439	PERSONAL INJRY CASES	71.74	
12587	5/28/2004	34,434.00	002057 DEPARTMENT OF TRANSPORTATION		1440	REFUND GRANT OVERPAY	34,434.00	
12588	5/28/2004	17.62	002063 COSTCO		1441	PHOTO PROCESS/RISK	17.62	
12589	5/28/2004	12.10	002069 A TOOL SHED, INC.		1442	EQUIPMENT RENTAL	12.1	
12590	5/28/2004	248.28	002262 STANDARD REGISTER CORPORATION		1443	SIGN PATCHES/SLEEVES	248.28	
12591	5/28/2004	73.00	002285 SYS ADMIN		1444	2 YR SUBSCRIPTION	73	
12592	5/28/2004	18.38	002307 EWING IRRIGATION PRODUCTS		1445	REPAIRS/MAINTENANCE	18.38	
12593	5/28/2004	38.11	002474 ELECTRICAL DISTRIBUTORS CO.		1446	REPAIRS/MAINTENANCE	38.11	
12594	5/28/2004	1,972.19	002504 TIFCO INDUSTRIES		1447	PARTS & SUPPLIES	1,972.19	
12595	5/28/2004	1,887.75	002607 CTC ANALYTICAL SERVICES INC.		1448	OUT REPAIR REV VEH	1,887.75	
12596	5/28/2004	32.40	013 MCI SERVICE PARTS, INC.		1449	REV VEH PARTS	32.4	
12597	5/28/2004	177.77	042 ORCHARD SUPPLY HARDWARE		1450	REPAIRS/MAINTENANCE	177.77	
12598	5/28/2004	194.95	067 ROTO-ROOTER SEWER/PLUMBING		1451	OUT REPAIR BLDGS/IMP	194.95	
12599	5/28/2004	10.00	079 SANTA CRUZ MUNICIPAL UTILITIES		1452	APR LANDFILL	10	
12600	5/28/2004	95.59	087 RECOGNITION SERVICES LTD.		1453	EMP INCENTIVE 80	95.59	
12601	5/28/2004	2,484.95	117 GILLIG CORPORATION		1454	REV VEH PARTS	2,484.95	
12602	5/28/2004	112.09	122 SCMTD PETTY CASH - OPS		1515	PETTY CASH/OPS	112.09	
12603	5/28/2004	1,906.30	130 WATSONVILLE CITY WATER DEPT.		1455	CONTAINER RODRIGUEZ	1,282.64	
					1456	3/2-5/4 RODRIGUEZ	530	
					1457	3/2-5/4 RODRIGUEZ	60.02	
					1458	3/2-5/4 RODRIGUEZ	33.64	
12604	5/28/2004	5,137.90	134 DAY WIRELESS SYSTEMS		1459	APR OUT REPAIR EQUIP	5,137.90	
12605	5/28/2004	1,766.26	148 ZEP MANUFACTURING COMPANY		1460	CLEANING SUPPLIES	186.84	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
					1461	CLEANING SUPPLIES	1,284.23	
					1462	REV VEH PARTS	295.19	
12606	5/28/2004	503.28	157 DELL MARKETING L.P.		1463	MAINTENANC 6/04-6/06	503.28	
12607	5/28/2004	86.19	161 OCEAN CHEVROLET INC		1464	REV VEH PARTS	86.19	
12608	5/28/2004	470.28	166 HOSE SHOP, INC.,THE		1465	REPAIRS/MAINTENANCE	77.23	
					1466	REPAIRS/MAINTENANCE	11.98	
					1467	REPAIRS/MAINTENANCE	57.69	
					1468	REV VEH PARTS/SUPPLY	323.38	
12609	5/28/2004	479.15	167 KEYSTON BROTHERS		1469	OTHER MOBILE SUPPLY	479.15	
12610	5/28/2004	1,320.64	170 TOWNSEND'S AUTO PARTS		1470	REV VEH PARTS/SUPPLY	1,320.64	
12611	5/28/2004	40.30	172 CENTRAL WELDER'S SUPPLY, INC.		1471	PARTS & SUPPLIES	7	
					1472	PARTS & SUPPLIES	33.3	
12612	5/28/2004	1,466.15	191 GOLDEN GATE PETROLEUM		1473	MAY FUEL - FLEET	1,466.15	
12613	5/28/2004	61.09	192 ALWAYS UNDER PRESSURE		1474	REPAIRS/MAINTENANCE	61.09	
12614	5/28/2004	3,440.58	282 GRAINGER INC, W.W.		1475	REV VEH PARTS/SUPPLY	3,339.33	
					1476	TRASH CAN PADLOCKS	101.25	
12615	5/28/2004	352.14	288 MUNCIE TRANSIT SUPPLY		1477	REV VEH PARTS/SUPPLY	167.14	
					1478	REV VEH PARTS	185	
12616	5/28/2004	601.07	294 ANDY'S AUTO SUPPLY		1479	REV VEH PARTS/SUPPLY	601.07	
12617	5/28/2004	153.00	367 COMMUNITY TELEVISION OF		1480	4/9 WORKSHOP MTG	153	
12618	5/28/2004	9,974.51	378 STEWART & STEVENSON		1481	REV VEH PARTS	2,089.22	
					1482	REV VEH PARTS	234.96	
					1483	REV VEH PARTS	446.41	
					1484	REV VEH PARTS	114.4	
					1485	REV VEH PARTS	204.68	
					1486	REV VEH PARTS	321.51	
					1487	REBUILD TRANSMISSION	6,522.17	
					1488	REV VEH PARTS	41.16	
12619	5/28/2004	91.06	395 APPLIED GRAPHICS, INC.		1489	BUSINESS CARDS/DUB	91.06	
12620	5/28/2004	104.20	422 IMAGE SALES INC.		1490	OFFICE SUPPLIES/ADM	104.2	
12621	5/28/2004	80.68	436 WEST PAYMENT CENTER		1491	APR ACCESS CHGS	80.68	
12622	5/28/2004	320.00	447 FERRIS HOIST & REPAIR, INC.		1492	PARTS & SUPPLIES	320	
12623	5/28/2004	180.00	481 PIED PIPER EXTERMINATORS, INC.		1493	MAY PEST CONTROL	180	
12624	5/28/2004	239,578.69	502 CA PUBLIC EMPLOYEES'		1494	JUN MEDICAL INS	239,578.69	
12625	5/28/2004	745.02	504 CUMMINS WEST, INC.		1495	REV VEH PARTS	745.02	
12626	5/28/2004	1,235.00	616 BROWN ARMSTRONG		1496	AUDIT SERVICES	1,235.00	
12627	5/28/2004	198.57	647 GFI GENFARE		1497	REV VEH PARTS	198.57	
12628	5/28/2004	4,910.37	664 BAY COUNTIES PITCOCK PETROLEUM		1498	ENGINE OIL/DUB	4,910.37	
12629	5/28/2004	10,400.00	694 CALIFORNIA TRANSIT ASSOC.		1499	MEMBERSHIP DUES 2004	10,400.00	

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
12630	5/28/2004	62.69	729 BROWNCOR INTERNATIONAL		1500	PARTS & SUPPLIES 48	62.69	
12631	5/28/2004	14,736.02	751 MAITA CHEVROLET		1501	2004 CHEV PU TRUCK	14,736.02	
12632	5/28/2004	118.53	856 ANGI INTERNATIONAL, LLC		1502	REIMBURSE CREDIT	118.53	
12633	5/28/2004	130.40	867 SUMP, WILLIAM J.	7	1503	INVESTIGATIVE SVCS	130.4	
12634	5/28/2004	38,250.21	875 PACIFICARE DENTAL		1504	JUN DENTAL	38,250.21	
12635	5/28/2004	5,298.51	909 CLASSIC GRAPHICS		1505	OUT REPAIR REV VEH	5,298.51	
12636	5/28/2004	371.30	927 RAMADA INN CITY CENTRE		1506	CONFIRM #3237QZMX0	371.3	
12637	5/28/2004	455.00	928 SC COMMUNITY COUNSELING CENTER		1507	YOUTH MONTH PASSES	455	
12638	5/28/2004	640.75	950 PARADISE LANDSCAPE	7	1508	MAY MAINTENANCE	627	
					1509	IRRIGATION/SVTC	13.75	
12639	5/28/2004	12,169.84	975 TRISTAR RISK MANAGEMENT NO. 2		1510	SPCL REPLENISHMENT	12,169.84	
12640	5/28/2004	326.80	E002 STICKEL, TOM		1511	PARTS/EMP INCENTIVE	326.8	
12641	5/28/2004	34.00	E028 SERRATO, JUAN		1512	DMV FEES	34	
12642	5/28/2004	44.00	E242 MCGINNIS, POLLY		1513	DMV/VTT FEES	44	
12643	5/28/2004	200.00	E404 WILSON, BONNIE		1514	SUMMER BID CHANGE	200	
TOTAL		1,116,260.87	COAST COMMERCIAL BANK			TOTAL CHECKS 197	1,116,260.87	

**Santa Cruz METRO
May 2004 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty	Day Pass	Riders	W/C	Day Pass					
10	\$ 1,309.07	27,182	22,921	1,829	10	40	17	7	160	613	1,446		
13	\$ 526.03	12,106	10,440	835	8	8	1	3	119	297	379		
15	\$ 1,740.85	39,214	34,079	2,385	18	20	19	7	360	935	1,297		
16	\$ 5,280.62	83,296	71,852	4,410	40	69	25	20	770	2,047	2,981		
19	\$ 1,567.62	25,653	22,087	1,084	12	49	7	34	221	606	1,257		
2	\$ 1,868.22	6,232	2,577	277	23	79	3	17	233	225	1,901		
3A	\$ 729.65	2,343	217	83	20	48	7	26	171	63	1,356		
3B	\$ 1,557.90	3,861	450	153	38	93	30	23	245	66	1,991		
3N	\$ 158.86	383	112	13	-	9	-	-	25	13	126		
3C	\$ 468.48	1,006	153	50	19	36	9	20	56	28	454		
4	\$ 1,233.19	4,889	277	58	14	155	22	40	141	83	3,313		
7	\$ 441.47	1,177	66	15	14	46	11	35	66	8	748		
7N	\$ 1,461.01	2,649	414	132	-	24	5	1	175	136	970		
9	\$ 228.39	658	54	19	-	13	1	21	24	8	401		
12A	\$ 280.24	5,288	4,527	415	13	6	12	3	34	138	137		
12B	\$ 229.95	3,855	3,193	317	3	7	1	1	24	83	175		
20	\$ 308.95	7,692	6,736	495	7	6	-	-	46	161	225		
22	\$ 216.42	5,308	4,588	362	2	5	1	1	40	189	182		
31	\$ 2,278.42	3,871	204	123	30	43	19	35	219	156	1,874		
32	\$ 750.78	1,187	93	34	6	13	16	2	24	16	579		
33	\$ 359.48	621	6	3	-	17	1	-	3	8	338		
34	\$ 343.10	695	-	-	-	2	-	-	-	2	473		
35	\$ 26,804.35	42,964	1,025	591	299	522	67	229	1,860	1,623	22,471		
36	\$ 293.18	473	7	29	17	19	-	-	78	14	169		
40	\$ 2,035.96	2,742	85	44	68	27	2	12	95	139	1,335		
41	\$ 1,046.00	2,003	405	109	2	22	-	6	122	232	672		
42	\$ 791.30	1,297	225	19	3	16	1	6	58	111	477		
52	\$ 678.97	1,371	18	16	8	72	15	32	155	15	743		
53	\$ 549.75	987	8	11	11	47	76	34	118	30	475		
54	\$ 350.45	707	15	5	6	8	-	5	130	45	331		
55	\$ 2,025.49	4,837	46	39	44	143	136	50	1,504	127	1,990		
56	\$ 236.50	635	1	9	14	16	-	23	100	21	401		
58	\$ 10.50	77	1	7	-	-	1	-	-	-	62		
65	\$ 4,572.57	8,378	522	213	63	252	120	79	431	235	4,219		
66	\$ 9,934.08	16,608	1,196	534	158	314	156	99	1,021	510	7,508		
67	\$ 5,012.14	9,509	1,271	296	90	205	86	44	562	314	4,154		
69	\$ 7,081.35	13,837	1,587	506	123	294	102	94	787	517	6,339		
69A	\$ 14,888.02	20,890	1,181	568	157	625	148	171	682	675	8,674		
69N	\$ 1,688.46	3,439	503	95	2	51	6	4	415	197	1,304		
69W	\$ 18,566.46	29,851	1,452	725	137	601	238	147	3,599	988	11,740		
70	\$ 3,145.74	7,711	281	143	38	126	56	51	2,536	271	2,675		
71	\$ 62,245.07	86,044	2,690	1,509	567	2,262	415	474	9,734	2,615	31,010		
72	\$ 7,009.94	7,802	5	43	88	415	48	83	332	113	2,807		
73	\$ 5,393.94	5,749	9	47	37	429	44	76	138	90	1,925		
75	\$ 9,825.31	9,907	4	16	47	608	50	139	353	166	2,998		
78	\$ 142.15	168	-	1	1	15	3	5	10	8	66		
79	\$ 1,835.40	2,383	1	7	23	181	28	87	97	19	1,060		
88	\$ 20.00	6	-	-	-	-	-	-	-	2	3		
91	\$ 5,280.47	7,518	172	199	126	85	21	71	1,480	359	2,252		
Unknown	\$ 146.03	1,375	132	37	2	19	7	3	7	10	1,080		
TOTAL	\$214,948.28	528,434	197,888	18,910	2,408	8,162	2,033	2,320	29,560	15,327	141,543		

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 28,067.62	15,708	33	63	176	791	60	3,650	129	891	8,453

RIDERSHIP	
Night Owl	4,922
TOTAL	4,922

May Ridership	549,064
May Revenue	\$ 243,462.57

BUS OPERATOR LIFT TEST *PULL-OUT*

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF MAY 2004

BUS #	DATE	DAY	REASON
2226CN	29-May	SATURDAY	After stowing lift have to press toggle again to close door & put in gear
2233CN	18-May	TUESDAY	Air bag for kneeling bus sprung a leak
2305OR	22-May	SATURDAY	Lift rattles badly when stowed
8110C	7-May	FRIDAY	Lift seems to be coming loose from floor
9807LF	6-May	THURSDAY	W/C ramp gets stuck on deployment, manually have to free it
9828LF	6-May	THURSDAY	screw missing, ramp gets stuck
9838G	7-May	FRIDAY	Kneel indicator light on dash comes on when doors open
9840G	4-May	TUESDAY	Kneel function out of kilter, takes a long time to come out of kneel
9840G	20-May	THURSDAY	Stays in kneel when you hit the raise button, possible air leak

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

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

Service Interruption Summary Report
Lift Problems
05/01/2004 to 05/31/2004

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

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Castillo, Fredy Received: 5/17/04 Claim #: 04-0008
Date of Incident: April 12, 2004 Occurrence Report No.: SC 04-04-09

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: 5/24/04

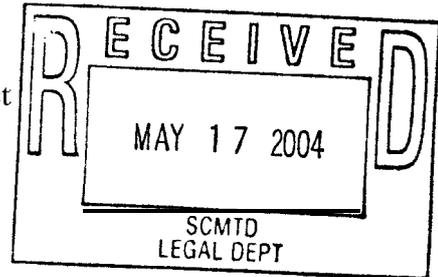
I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of June 25, 2004.

BY _____
Dale Carr
RECORDING SECRETARY

Date: _____

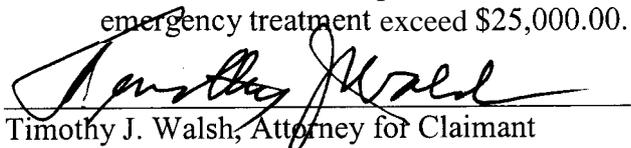
MG/reb
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 04-0008



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

1. Claimant's Name: Fredy Castillo
Claimant's Address/Post Office Box: P. O. Box 2630, Portola Drive, Sp. 2
Santa Cruz, CA 95062
Claimant's Phone Number: 83 1-477-0628
2. Address to which notices are to be sent: Timan & Walsh, LLP, 45 Brennan Street,
Watsonville, CA 95076
3. Occurrence: Claimant Fredy Castillo suffered personal injuries sustained while waiting
for a bus at the Felton Faire Bus Stop located at 6221 Graham Hill, Felton, California
Date: April 12, 2004; Time: Approximately 6:00 P.M.; Place: Bus Stop at Felton Faire;
Circumstances of occurrence or transaction giving rise to claim: Bus driver, Jennifer Kelly,
negligently operated the bus which struck the bus shelter structure while Claimant was sitting
on a bench underneath the shelter. The shelter collapsed around Claimant causing him
serious injuries including a penetrating wound to his neck, a head injury and injury to his left
eye. Claimant also suffered neck and back and injuries and other associated injuries to his
extremities.
4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is
known: Plaintiff suffered a severe penetration wound to his neck, a head injury, injury to
his right eye and right side of his face, injury to his nose, neck injury, back injury and other
associated injuries to his extremities. Plaintiff has incurred medical expenses, loss of
earnings, property damages and general damages as the result of the negligence of the Santa
Cruz Metropolitan Transit District Bus Driver.
5. Name or names of public employees or employees causing injury, damage, or loss, if known:
Jennifer Kelly
6. Amount claimed now. To be determined but in excess of \$25,000.00.
Estimated amount of future loss, if known Unknown at this time.
T O T A L Unknown but in excess of \$25,000.00
7. Basis of above computations: Claimant is informed and believes the medical bills for
emergency treatment exceed \$25,000.00.


Timothy J. Walsh, Attorney for Claimant

DATE: May 17, 2004

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

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

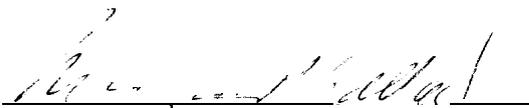
TO: Board of Directors

FROM: District Counsel

RE: Claim of: Martinez, Maria Received: 6-2-04 Claim #: 04-0010
Date of Incident: 4/15/04 Occurrence Report No. : SC 04-04-13

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

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

BY  Date: 6/03/04
 Margaret Gallagher
 DISTRICT COUNSEL

I, Dale Carr, 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 [date Board took action].

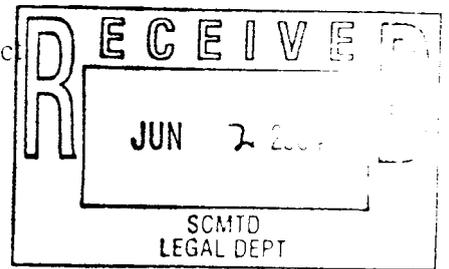
BY _____ Date: _____
 Dale Carr
 RECORDING SECRETARY

MG/mm
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim = 04-0010

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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



1. Claimant's Name: Maria R. Martinez

Claimant's Address/Post Office Box: POB 2681

Watsonville, CA 95077

2. Claimant's Phone Number: (831) 724-1072

Address to which notices are to be sent: same as above

3. Occurrence: April 15 2004

Date: 4/15/04 Time: 10:30 am Place: Saguel

Circumstances of occurrence or transaction giving rise to claim:

See attached paper -

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Dr. bills and loss of home care for 2 elderly due to physical pain.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: Santa Cruz Metropolitan Transit District Line 71 on route Southbound to Watsonville

6. Amount claimed now \$ 2564. -

Estimated amount of future loss, if known \$ N/A

TOTAL \$ 2564. -

7. Basis of above computations: Total bill accrued at Atlas Chiropractic on for her keeping as unremovable to.

Maria R Martinez
CLAIMANT'S SIGNATURE OR

5 28 04
DATE

COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

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

El día 15 de abril venia de Santa Cruz
a Watsonville en el autobus 71 y yo venia
con los ojos cerrados cuando escuché y sentí
que el bus se ~~había~~ movió para el lado de un pavimento
del lado derecho y se movió muy fuerte yo venia
recargada con mis manos bajo mi cabeza y cuando
pasó eso yo sentí que me trono muy fuerte mi cuello
del lado derecho y me movió para los lados por que pegó fuerte
con el pavimento y pues como yo no se ingles pues no
pude avisar a la señora del bus asta que yo ablé
con una persona encargada de los autobuses que
me hizo preguntas por telefono y despues vinieron
a mi casa **Y** pues en verdad desde ~~ese~~ ese dia
me siento muy mal ~~de~~ y me duele mucho
mi espalda y no como bien ni duermo bien por que
tambien me espante muy feo

A++ Maria R Martinez

The 15th of April I was coming from Santa Cruz to Watsonville on the bus 71. I was traveling on the bus with my eyes closed when I heard and felt the bus made a sudden right stop on the pavement from its right side very hard. I was leaning against the bus's wall with my arms under my head when this happened I felt a snap/twist very hard in my neck on the right side and it moved me from my side because the bus hit hard with the pavement. Well since I don't know English, I could not explain it to the lady of the bus, until I spoke to someone in charge at the bus center who asked me questions by telephone. Later they came to my house and in truth as of that day, I feel real bad and my back hurts. I don't eat very well, I don't sleep very well and because I was also very frightened

Maria R. Martinez

Translated by M. Mata Claims Investigator on 6-3-04

Agenda

Metro Advisory Committee

6:00 pm
June 16, 2004
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of May 19, 2004 MAC Meeting
- V. Consideration of Absences for Members
- VI. Consideration of Issues Before the Board of Directors at the June 11 and June 25, 2004 Meetings.
- VII. Consideration of Proposed Fixed Route and Paratransit Service Cuts.
- VIII. Review of Labor Cost Information.
- IX. Communications to METRO General Manager
- X. Communications to METRO Board of Directors
- XI. Items for Next Meeting Agenda
- XII. Adjournment

Next Meeting: Wednesday July 21, 2004 @ 6:00 pm
Conference Room
Santa Cruz Metro Center

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

May 19, 2004

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, May 19, 2004 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Vice Chair Kanoa Dynek called the meeting to order at 6:00 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper
Kanoa Dynek
Norm Hagen
Jeff Le Blanc
Paul Marcelin-Sampson
Matthew Melzer
Stuart Rosenstein (Arrived after Roll Call)
Lesley Wright

MEMBERS ABSENT

Michael Edwards, Chair
James Sheldon
Robert Yount

VISITORS PRESENT

Dennis Papadopulo

STAFF PRESENT

Bryant Baehr, Operations Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator
Les White, General Manager

2. AGENDA ADDITIONS/DELETIONS

No additions or deletions to the agenda.

3. ORAL/WRITTEN COMMUNICATIONS

There were no written communications. Lesley Wright introduced herself, since she was absent from last month's meeting, and introductions were made to her.

Stuart Rosenstein arrived.

4. CONSIDERATION OF MINUTES OF APRIL 21, 2004 MAC MEETING

Paul Marcelin-Sampson clarified that under Item 7b it should read: "Mr. Marcelin-Sampson suggested that the 2 Labor Union agreements be reviewed with regard to raises"; and that "METRO employees are paid to much" be stricken from the record.

ACTION: MOTION: JEFF LE BLANC SECOND: KANOA DYNEK

ACCEPT AND FILE MINUTES OF APRIL 21, 2004 MAC REGULAR MEETING AS AMENDED AND THE MINUTES OF THE APRIL 21, 2004 MAC SPECIAL MEETING.

Motion passed unanimously with Michael Edwards, James Sheldon and Robert Yount being absent.

5. CONSIDERATION OF DEFINITION OF EXCUSED ABSENCES FOR MEMBERS

Les White explained that Section 3.3 of the MAC Bylaws states that if a member has 4 unexcused absences within a 12-month period, their position would automatically be declared vacant.

The Committee reviewed and discussed Section 3.3 of the Bylaws regarding absences. After lengthy discussion of what may be considered excused or unexcused absences, the following motion was proposed:

ACTION: MOTION: DAN ALPER SECOND: PAUL MARCELIN-SAMPSON

MAC RECOMMENDS TO THE BOARD THAT SECTION 3.3 BE REMOVED FROM THE MAC COMMITTEE BYLAWS.

After further discussion, the Committee recommended that Section 3.3 be modified to allow Members to accumulate four (4) unexcused absences and two (2) excused absences in a twelve (12) month period of time before their appointment is declared vacant. The Committee further recommended that the act of notifying either another Member of the Committee or METRO staff of an absence prior to the occurrence shall result in the absence being classified as excused. The previous motion was withdrawn and a new motion was proposed:

ACTION: MOTION: JEFF LE BLANC SECOND: LESLEY WRIGHT

MAC RECOMMENDS THAT SECTION 3.3 OF THE MAC COMMITTEE BYLAWS BE MODIFIED TO ALLOW FOR 2 EXCUSED ABSENCES, IN ADDITION TO THE 4 UNEXCUSED ABSENCES ALREADY IN THE BYLAWS, WITHOUT SETTING THE CRITERIA FOR EXCUSED OR UNEXCUSED ABSENCES.

Motion passed with Matthew Melzer and Stuart Rosenstein opposed, Norm Hagen abstaining, and Michael Edwards, James Sheldon and Robert Yount being absent.

6. CONSIDERATION OF FORMAT FOR TRANSMITTING ADVICE TO METRO BOARD/MANAGEMENT

During discussion regarding developing a formal procedure to communicate to the Board and METRO Management, the committee agreed that:

1. MAC recommendations presented by a MAC member at Board meetings would be more likely to get a response from the Board.
2. MAC members should maintain good communication with their appointing Board member.
3. Recommendations to the Board should be forwarded to the Board immediately, rather than as part of the MAC meeting minutes, which are included in the Board's Agenda Packet 2 months after the MAC meeting.

It was also pointed out that Item #10 and 11 on this Agenda pertain to this issue.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: MATTHEW MELZER

MAC COMMUNICATIONS TO THE BOARD WILL BE PREPARED AT THE END OF EACH MAC MEETING AND FORWARDED TO THE BOARD AT THE NEXT BOARD MEETING.

Motion passed unanimously with Michael Edwards, James Sheldon and Robert Yount being absent.

7. CONSIDERATION OF PROCESS FOR AMENDING COMMITTEE BYLAWS

Discussion included the possibility of MAC participating in committee Bylaw amendments and the possibility of MAC alternates. The following motion was made regarding Item #6:

ACTION: MOTION: KANOA DYNEK SECOND: PAUL MARCELIN-SAMPSON

MAC COMMUNICATIONS TO THE BOARD WILL BE IN THE FORM OF MOTIONS.

Motion passed unanimously with Michael Edwards, James Sheldon and Robert Yount being absent.

After more in depth discussion of possible scenarios for alternates, the following motion was made:

ACTION: MOTION: NORM HAGEN SECOND: JEFF LE BLANC

MAC RECOMMENDS THAT THE BOARD NOT APPOINT MAC ALTERNATES AT THIS TIME.

Paul Marcelin-Sampson proposed amending the motion with the addition of “because attendance is so good” at the end, with the amended motion reading:

MAC RECOMMENDS THAT THE BOARD NOT APPOINT MAC ALTERNATES AT THIS TIME BECAUSE ATTENDANCE IS SO GOOD.

Motion passed with Kanoa Dynek opposed and Michael Edwards, James Sheldon and Robert Yount being absent.

Discussion returned to MAC’s ability to participate in and veto Bylaw amendments proposed by the Board. It was pointed out that MAC was formed by the Board, serves at the pleasure of the Board, receives direct and indirect staff support/funding from METRO, and that the Board has the final say regarding committee Bylaws.

The issue was dropped due to lack of interest in pursuing it.

8. OVERVIEW OF 2004/2005 METRO Operating/Capital Budget Issues

- a). **Review of SCMTD/SEIU Local 415 Labor Agreement**
- b). **Review of SCMTD/UTU Local 23 Labor Agreement**

Les White and Mark Dorfman both gave information regarding the current budget crisis and budget issues. A \$200,000 service reduction will become effective June 3, 2004 with another

\$700,000 reduction proposed for September. The budget has already been reduced by approximately \$600,000 in non-service areas.

The District is currently in labor contract negotiations with SEIU Local 415, which represents approximately 108 employees and includes SEA, VMU and PSA. The current contract expires on June 30, 2004.

UTU Local 23 represents the bus operators and their contract will expire on June 30, 2005. UTU employees are slated to receive a 4.25% cost of living pay increase and a 6th step on the salary schedule step advancement, which has been deferred for the past 2 years. Approximately 102 UTU employees will be at that 6th step level on or before July 1, 2004.

Three of the major factors contributing to the budget crisis are: 1) weak sales tax revenue, 2) rising health care cost through CalPERS, and 3) actual price of diesel at \$2.05 per gallon when only \$1.50 per gallon was budgeted.

Les White reported that Staff is recommending a 24-month budget, which will be out of balance the first year and will balance in the second year. In addition to the Public Comment period at the Board meeting at 9:00 a.m. on Friday, May 28th, 2004 at the Capitola City Council Chambers, and both Board meetings in June, Staff is also recommending 6 Public Hearings be held to gather public input. The meetings will be held at 4:00 p.m. and 6:00 p.m. in Watsonville, Santa Cruz and Scotts Valley.

There was lengthy discussion regarding the District pay raises and the CPI (Consumer Price Index), how District pay scales compare with others in the Bay Area, and whether a wage analysis of each position should be performed.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: STUART ROSENSTEIN

MAC RECOMMENDS THAT THE BOARD TIE ALL FUTURE DISCRETIONARY PAY INCREASES (WITH DISCRETIONARY MEANING OTHER THAN STEPS, RECLASSIFICATIONS AND PAY PARITY) TO THE LOCAL CPI (CONSUMER PRICE INDEX).

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

The committee members not in favor of the motion expressed a need for more information on this topic and others before they could vote again. Les White offered to provide them with any information requested. Staff's final recommendation to the Board regarding the budget, including proposed layoffs, will be brought to MAC for their consideration next month.

Discussion on this item stopped with no motion.

9. REVIEW OF METROBASE PROJECT

Les White reported that MetroBase is the District's #1 priority project which is aggressively being pursued. Construction is scheduled to begin in January 2005 with the fueling station complete and operational by January 2006.

ACTION: MOTION: KANOA DYNEK SECOND: JEFF LE BLANC

HOLD DISCUSSION OF METROBASE PROJECT OVER TO NEXT MONTH'S AGENDA

Motion passed unanimously with Michael Edwards, James Sheldon and Robert Yount being absent.

10. COMMUNICATIONS TO METRO GENERAL MANAGER

No questions or comments.

11. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

MAC RECOMMENDS THAT THE BOARD NOT APPOINT MAC ALTERNATES AT THIS TIME BECAUSE ATTENDANCE IS SO GOOD.

12. ITEMS FOR NEXT MEETING AGENDA

Detailed presentations on the following items will be on next month's agenda:

1. Proposed Service Cuts
2. Proposed Budget
3. MetroBase
4. Labor Cost Information

ADJOURN

There being no further business, the following motion was made to adjourn the meeting at 8:10 p.m:

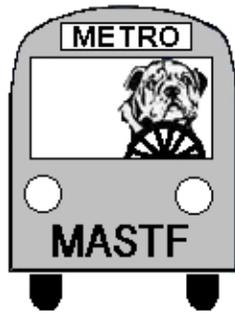
ACTION: MOTION: KANOA DYNECK SECOND: DAN ALPER

ADJOURN

Motion passed unanimously with Michael Edwards, James Sheldon and Robert Yount being absent.

Respectfully submitted.

Cindi Thomas
Administrative Secretary



MASTF

METRO ACCESSIBLE SERVICES TRANSIT FORUM

370 Encinal Street, Suite 100, Santa Cruz, CA 95060
(831) 426-6080 www.MASTF.org

Included in this packet are:

1. Proposed **By-Laws changes to be voted on in June.**
2. June 17, 2004 MASTF Agenda
3. May 20, 2004 MASTF Minutes
4. Letter regarding MASTF membership application.
Not included this month since it was distributed in May packet.
5. MASTF membership application. (Please fill out and return membership form this month.) **Not included this month since it was distributed in May packet.**
6. Letter of thanks to Director Elsa Quezada and CCCIL for copying the monthly MASTF packet.

MASTF BY-LAWS

Proposed Changes

Note: Proposed additions are italicized, proposed deletions have a line through them. Numbering has been changed in a occasionally without being marked.

1) GENERAL PURPOSE OF MASTF

The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization. MASTF advises the Santa Cruz Metropolitan Transit District's Board of Directors and Management/Staff in determining the best methods and resources for providing accessible services for all ~~current and future~~ *senior and disabled* riders of the bus system. MASTF reviews Metro programs for compliance with the Urban Mass Transportation Act, Section 504, the Americans with Disabilities Act, and all other appropriate local, state and federal laws and regulations.

2) MASTF GOALS AND OBJECTIVES

MASTF will advise SCMTD on issues including, but not limited to:

- a) The purchase of operating equipment (e.g.; buses and other vehicles, passenger lifts, kneelers, public address systems, etc.)
- b) Equipment, maintenance and modifications
- c) Bus headsigns, logos and signage
- d) Bus stop locations, access requirements and needs
- e) Functional bus stops (e.g.; location, recognition, identification, pole signage, benches, shelters and obstructions)
- f) Fares, schedules, routes
- g) Transit information and customer service assistance

- h) Public education and awareness
- i) All levels of Metro staff training, awareness and sensitivity
- j) Paratransit issues
- k) Other accessible public transit matters

3) MEMBERSHIP:

- a) Membership is free and open to all persons who are interested in issues affecting accessible public transit in Santa Cruz County.
- b) Members ~~may give to the Accessible Services Coordinator (ASC)~~ *must fill out an annual membership/renewal form. Membership in MASTF is not official until the annual membership/renewal has been received by MASTF.*
- c) *Members may be asked, but not required, to provide a yearly donation to MASTF. NO ONE WILL BE REFUSED MEMBERSHIP IN MASTF BECAUSE OF INABILITY TO PROVIDE A FINANCIAL CONTRIBUTION.*
- d) *MASTF will provide hardcopy of monthly packets only to current MASTF members. An exception will be allowed for sending a hardcopy sample packet to prospective members upon request.*
- e) All members attending a meeting have the right to participate, make motions, and second motions. *All members meeting voting attendance requirements (see section 5) may vote.*
- f) *Non-members may participate in MASTF discussions, but may not make or second motions or vote.*
- g) *Members of the SCMTD Board of Directors, management, staff and any third party SCMTD contractor may not be members of MASTF.*
- h) *Persons who receive stipends from Metro, such as members of the Paratransit Appeals Board, shall not considered Metro staff or contractors, and may be MASTF members.*

4) CONDUCT OF MEETINGS:

- a) *MASTF complies with all relevant sections of the "Ralph M. Brown Act".*
- b) Unless otherwise specified in these By Laws, Robert's Rules of Order will be followed in the conduct of meetings.
- c) *MASTF meetings, both general and executive, are open to the public.*
 - i) *"Closed session" meetings as permitted and defined by the Brown Act may be held. (California Code sections 54956.7 – 54957.8)*
 - ii) *Such closed session meetings will have posted agendas and a period before for public comment.*
- d) Meetings will be held at regularly announced locations, dates and times. Any change in meeting times and/or locations must be approved by a majority vote of members present.
- e) There is no quorum requirement for meetings.
- f) The agenda will include the following items:
 - i) Call to Order and Introductions
 - ii) Approval of Previous Meeting Minutes
 - iii) Oral Communications and Correspondence
 - iv) Additions and Deletions to this Agenda
 - v) Ongoing Business
 - vi) New Business
 - vii) Adjournment
- g) During the course of the meeting, the MASTF Chair (or the person substituting for the Chair) has the authority to adjust the order of the agenda as the need arises.
- h) *Placing items on the agenda*
 - i) *In compliance with the Brown Act, all agenda items must be added with sufficient time to publicize them 72 hours before the next meeting. An exception will be allowed for "emergency meetings" as defined by the Brown Act (Section 54956.5).*
 - ii) *MASTF Executive Committee members may place items on the agenda.*
 - iii) *MASTF members may request items be put on the agenda at MASTF meetings.*

- iv) *MASTF members may contact the Chair or other Executive Committee members and request an item be put on the agenda.*
- v) Upon receipt of written communication from the Chair of the Board of Directors or the General Manager requesting that MASTF consider an issue, such issue will be placed on the Agenda of the next meeting of MASTF providing that the request has been received at least 72 hours prior to such meeting.

5) VOTING RIGHTS:

- a) Members who have attended one of the two previous MASTF meetings shall be granted MASTF voting rights and have one vote each.
- b) The minimum voting age for a MASTF member is 18 years old.
- c) A simple majority of voting members attending a meeting carries a motion before the group.
- d) The Chair votes on motions and in elections only in case of a tie.
- e) The Chair may vote on By-Laws revisions.
- f) Members of the SCMTD Board of Directors, management, staff and any third party SCMTD contractor, shall not have any voting privileges or the right to make or second Motions, but may attend meetings and participate in MASTF discussions.
- g) Members shall vote upon motions before the floor in the following ways: yeah, nay, abstain or if deemed necessary by the Chair, by allowing members to indicate their approval or rejection of a motion by physical means (e.g.; a show of hands or other limbs, head nods demonstrating approval or rejection).
- h) At all times, the Chair should remain sensitive to the fact that some members may not have the ability to verbalize or physically indicate their vote. In order for them to be

accommodated, other methods may be utilized to register a member's vote on any motion before the membership.

6) MASTF STRUCTURE:

- a) The MASTF Executive Committee consists of the following elected officers:
 - i) Chair
 - ii) Vice-Chair
 - iii) Bus Stop Improvement Committee Chair
 - iv) Bus Services Committee Chair
 - v) Training and Procedures Committee Chair
 - vi) Paratransit Services Committee Chair
 - vii) *Secretary*
 - viii) *Membership Chair*
- b) Each member of the MASTF Executive Committee has the specific responsibility to represent MASTF and its policy decisions and recommendations.
- c) If an Executive Committee member is not able to attend a *regular MASTF meeting or executive committee meeting*, it is that individual's responsibility to notify the MASTF Chair ~~or the ASC~~. If the Chair is not able to attend a meeting, it is his/her responsibility to notify the MASTF Vice-Chair.
- d) If an Executive Committee Member is not able to represent MASTF at ~~an~~ *his/her* assigned *non-MASTF* meeting, the Executive Committee Member will designate the person to replace him/her. If the Executive Committee member is unable to designate a representative, it is his/her responsibility to notify the Chair so that the Chair can designate a representative for MASTF.
- e) The MASTF Executive Committee shall:
 - i) Support one another by volunteering to assist with each other's job responsibilities, and may also seek volunteer assistance from the general membership.
 - ii) Meet after each monthly MASTF meeting to set the agenda for the next meeting.

- iii) Meet before the five calendar days preceding each monthly meeting to discuss the upcoming agenda.
- iv) Be responsible for membership recruitment and community outreach.
- v) Be responsible for drafting an annual list of goals to be submitted to the membership for formal approval.
- f) EXECUTIVE COMMITTEE JOB DESCRIPTIONS
 - i) Chair:
 - (1) The Chair will conduct all MASTF meetings, manage the budget and write letters or any correspondence as directed by the Executive Committee or the general membership.
 - (2) In the event that a situation arises where there is an urgent need for a letter and waiting for the approval at a regular meeting of MASTF is untimely, with the express approval of a majority of the members of the Executive Committee, the Chair may write and send the letter provided the content and purpose of the letter do not conflict with policies and positions previously established by MASTF.
 - (3) The Chair will attend Metro Board of Directors meetings and serve as MASTF's representative to the Metro Board of Directors. He/She may delegate, when necessary, any of the above duties to the Vice-Chair.
 - (4) The Chair will be responsible for presenting an annual report to the MASTF membership.
 - ii) Vice-Chair:
 - (1) The Vice-Chair shall conduct the MASTF meetings when the Chair is absent.
 - (2) The Vice-Chair shall serve as the MASTF representative at the Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E. & D. TAC) meetings.
 - iii) Bus Stop Improvement Committee Chair
 - (1) The Bus Stop Improvement Committee Chair and the Committee members will work on projects related to bus stops and make recommendations accordingly.

- (2) He/she will be the liaison for community input concerning bus stop improvements.
- (3) He/She will be MASTF's representative to the Metro Bus Stop Advisory Committee (BSAC).
- iv) Bus Services Committee Chair
 - (1) The Bus Services Committee Chair and the committee members will work on projects related to bus service in general throughout the district (e.g.; buses, Headways, Bus Schedule, Customer Service Dept., etc.), and will make recommendations accordingly.
 - (2) *He/she will be the liaison for community input concerning bus services.*
 - (3) He/She will serve as MASTF's representative to the ~~Metro Users Group (MUG)~~ Metro Advisory Committee (MAC)-
- v) Training and Procedures Committee Chair
 - (1) The Training and Procedures Committee Chair and the committee members will work on projects related to training, plus accessible policies and procedures as it relates to Metro's overall operation (e.g.: Customer Service, Personnel, etc.); and will make recommendations accordingly.
- vi) Paratransit Services Committee Chair
 - (1) The Paratransit Services Committee Chair and the committee members will work on projects related to paratransit services (e.g.; review of eligibility screening for paratransit, quality of service delivered) and will make recommendations accordingly.
 - (2) *He/she will be the liaison for community input concerning paratransit issues.*
 - (3) He/She will serve as MASTF's representative to the Santa Cruz County Commission on Disabilities.
- vii) *Secretary*
 - (1) *The Secretary will record minutes of the meetings. Minutes shall include: Members present, topics discussed, action taken, all motions made and voting results. Minutes may also include overview and*

specifics of discussions, listing of important correspondence, etc.

(2) *Meeting notices, agendas and minutes shall be E-mailed and/or mailed (per member's preference) at least 72 hours in advance of meetings.*

(3) *The secretary shall provide a Metro designated staff person with the MASTF monthly packet. Metro staff shall insure that MASTF packets are forwarded through appropriate channels to the SCMTD Board of Directors and management.*

viii) *Membership Chair*

(1) *The membership chair and committee members will be responsible for sending out and receiving annual MASTF membership application/renewal forms.*

(2) *He/she will be responsible for updating the MASTF membership file, including who is a current member, members addresses, phone numbers, and e-mail, and preferred way of receiving monthly packets.*

(3) *He/she will be responsible for the recruitment of new MASTF members.*

(4) *He/she will be responsible for the production of flyers, brochures, business cards, etc.*

7) **TERMS OF OFFICE:**

a) Terms of office for each *executive committee* position will be one (1) year (December-November). There are no term limits.

b) In the event of resignation of any officer or other circumstances preventing an officer from performing his/her duties, the MASTF Executive Committee shall appoint a replacement for the duration of the term.

8) ELECTIONS

- ~~a) Elections will take place each year at the November meeting. The ASC shall facilitate the election process.~~
- ~~b) Only MASTF members who have attained voting rights may participate in MASTF elections.~~
- ~~c) Only MASTF members who have attended at least three (3) of the past twelve (12) MASTF meetings prior to the election may vote.~~

- a) Elections will take place each year at the November meeting.
- b) *Members of MASTF may vote in MASTF elections if they have met BOTH of the following conditions:*
 - i) *They have attended at least three (3) general MASTF meetings in the proceeding year, starting from January.*
 - ii) *They have attended at least one of the prior two MASTF meetings.*
- c) Nominations:
 - i) *Only MASTF members may nominate or second a person for office.*
 - ii) Nominations will be taken from the floor.
 - iii) There must be a second for each nomination.
 - iv) A member can only nominate or second one person per office.
 - v) The person being nominated shall be asked after the second if they accept the nomination.
 - vi) Persons not present at the November meeting cannot be nominated *for office* unless their consent to the nomination has been given beforehand. That consent ~~must~~ *may* be given orally or in writing to a member of the MASTF Executive Committee ~~or the ASC.~~ *or a signed letter accepting nomination may be brought to the MASTF meeting.*
 - vii) Names placed in nomination and accepted by those nominated shall become candidates for office.
 - viii) The ~~ASC Chair~~ shall ask whether there are any further nominations from the floor. If none, then the ~~ASC Chair~~ shall notify members that nominations for the office have

been closed and members should then prepare for the vote.

- ix) There shall be a separate vote for each office.
- x) A voting member shall have one vote for each position.
- xi) The ~~ASC~~ *Chair will* tally the votes and announce the winner(s) before the conclusion of the meeting.
- xii) *If the current Chair has accepted nomination for the office being voted upon, the Vice-chair shall tally and announce the vote for that office.*
- xiii) *If the Chair and Vice-chair have both accepted nomination for the office in question, the Chair shall appoint another executive committee member to tally and announce the vote.*
- xiv) *If no unnominated executive committee member is available to tally the vote, the Chair shall appoint a MASTF member to tally and announce the vote.*
- xv) Those members elected to office shall assume their duties at the next regular meeting.

~~1. STAFF SUPPORT FOR MASTF:~~

~~The Accessible Services Coordinator and associated personnel shall provide staff support for MASTF including meeting notices, agendas, minutes, a tape-recorded record of all minutes and technical assistance.~~

~~Minutes shall include: Members present, topics discussed, action taken, all motions made and voting results. Meeting notices, agendas and minutes shall be E-mailed and/or mailed at least 72 hours in advance of meetings per member's preference.~~

~~The MASTF agenda and minutes shall be provided to the SCMTD Board of Directors. Metro staff shall insure that all MASTF recommendations and actions are forwarded through appropriate channels to the SCMTD Board of Directors and management. MASTF members may participate in presentations to the Board of Directors.~~

9. REVISION PROCESS FOR BY-LAWS

- a. A request for By-Laws revision shall be made at a MASTF meeting.
- b. The following month, the proposed By-Laws revision shall be listed on the Agenda. At that meeting specific language shall be drafted.
- c. The month after the drafting of specific language, the By-Laws revision, including specific language, shall be listed on the Agenda.
- d. In all instances, proposed By-Laws changes shall be clearly marked in the Agenda as being By-Laws changes.
- e. It shall require a 2/3-majority vote to approve a By-Laws change.



AGENDA

Metro Accessible Services Transit Forum (MASTF) *

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

Thursday , June 17, 2004 2:00-4:00 p.m.
The NIAC Building in the Training Center
333 Front Street, Santa Cruz, CA.

ELIGIBLE VOTING MEMBERS FOR THIS MEETING: Sharon Barbour, Ted Chatterton, Connie Day, Shelley Day, Jeff LeBlanc, Elizabeth Miller, Tom Onan, Camille Pierce, Barbie Schaller, Bob Yount

Public participation in MASTF meeting discussions is encouraged and greatly appreciated.

- I. Call to Order and Introductions
- II. Approval of the May 20, 2004 MASTF Minutes
- III. Oral Communication and Correspondence

MASTF will receive oral and written communications during this time on items NOT on this meeting agenda. Topics presented must be within the jurisdiction of MASTF. Presentations may be limited in time at the discretion of the Chair. MASTF members will not take action or respond immediately to any presentation, but may choose to follow up at a later time.

IV. Amendments to this Agenda

V. Ongoing Business

- a. Discussion and vote of **proposed amendments to MASTF By-Laws**. 2/3 vote needed for proposed amendments to be accepted as new by-laws. **Please see attachment in this packet for the proposed by-laws amendments**. The current by-laws were included in your April MASTF packet and can also be seen at WWW.MASTF.org
- b. Voting rights for affiliate organizations
 - i. Should representatives of organizations be able to vote in MASTF on behalf of their organization, or should voting should be limited to individuals only?
 - ii. MASTF membership
 - a) If the proposed by-laws pass, would attendance (for voting purposes) be counted before actual membership is acquired?
 - b) If the proposed by-laws pass, will membership be required to vote starting with the July MASTF meeting?
- c. MASTF Membership Recruitment
- d. MASTF Finances and Fund Raising
- e. Paratransit Issues
- f. Status of METRO No Smoking Policy

VI. New Business

- a. Length of MASTF meetings
- b. Definition of "Accessible"

MASTF COMMITTEE REPORTS

- c. Reports from MASTF/Board liaisons.
- d. Training and Procedures Committee Report
- e. Bus Service Committee Report (Connie Day)
 - i. MAC report
 - ii. Service Planning and Review Report
- f. Bus Stop Improvement Committee Report (Jeff LeBlanc)
 - i. Bus Stop Advisory Committee (BSAC) Report
- g. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report (Bob Yount)

OTHER REPORTS

- h. Paratransit Report (Link Spooner)
- i. CCCIL Transportation Advocacy (Thom Onan)
- j. UTU Report (Jeff North)
- k. SEIU/SEA Report (Eileen Pavlik)

VII. Next Month's Agenda Items

VIII. Adjournment

Note: This meeting is held at a location that is accessible to persons using wheelchairs. If you have questions, or want additional information about MASTF, please contact Sharon Barbour by phone at (831) 338-6647, visit the MASTF web site at www.mastf.org or address email to chair@MASTF.Org



MASTF MINUTES 20 May 2004

Metro Accessible Services Transit Forum (MASTF)*
(*An official Advisory group to the Metro Board of Directors and the ADA Paratransit Program)

The Metro Accessible Services Transit Forum met for its monthly meeting on in the Training Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.

MASTF MEMBERS PRESENT: Sharon Barbour, Ted Chatterton, Connie Day, Shelley Day, Jeff LeBlanc, Elizabeth Miller, Tom Onan, Barbie Schaller

METRO STAFF PRESENT: Steve Paulson

BOARD MEMBERS PRESENT: None

MASTF MOTIONS RELATED TO THE METRO BOARD OF DIRECTORS: None

MASTF MOTIONS RELATED TO THE METRO MANAGEMENT: None

-
- I. Call to Order and Introductions: The meeting opened at 2:15 PM.
 - II. Approval of August 14, 2003 MASTF Minutes
 - III. Oral Communication and Correspondence:

1. Kasandra Fox has resigned as Training and Procedures Chair for health reasons.
2. Bob Yount had a triple heart by-pass. He is recovering well.

IV. Amendments to this Agenda

V. Ongoing Business

1. Status of METRO No Smoking Policy: No report.
2. MASTF status as METRO Advisory Body:
 - A. Motion passed to write a letter of thanks to CCCIL thanking them for printing the MASTF packets. (LeBlanc/C. Day) Passed unanimously
 - B. Motion made to extend an invitation to UTU and SEIU/SEA to resume reporting at MASTF meetings, and that the agenda be amended when they are present to allow them to report at the beginning of the meeting if they so desire. (LeBlanc/Onan) Passes unanimously.
3. MASTF Affiliate Organization Membership application:
 - A. Discussion as to whether individuals representing organizations should be able to vote in MASTF on behalf of their organization, or whether voting should be limited to individuals only – not to organizations.
 - B. Decision to bring the issue back to the June meeting for further discussion.
4. MASTF Membership Recruitment: Brief discussion about the need to recruit new MASTF members.
5. MASTF Finances and Fund Raising: No discussion.
6. Discussion of Amendments to MASTF By-Laws:
 - A. Proposed by-law changes discussed and amended.
 - B. Motion made and passed to place proposed revised by-law on the June agenda for 2/3 vote by-law amendment. (Onan/ Schaller) Passes unanimously. **Please see attachment for proposed by-laws amendments.**

VI. New Business: None

MASTF COMMITTEE REPORTS

1. Reports from MASTF/Board liaisons. Discussion only

2. Training and Procedures Committee Report: None
3. Bus Service Committee Report (Connie Day)
 - a) MAC report
 - I. Jeff LeBlanc reported on the MAC meeting.
 - b) Service Planning and Review Report: None
4. Bus Stop Improvement Committee Report (Jeff LeBlanc): None
5. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report: None

OTHER REPORTS

6. Paratransit Update
 - a) Paratransit Report: None
 - b) CCCIL Transportation Advocacy (Thom Onan): No complaints
7. UTU Report (Jeff North): None
8. SEIU/SEA Report (Eileen Pavlik): None
9. Next Month's Agenda Items
 - A. Vote on By-law amendments
 - B. Discussion of voting status for organizations
 - C. Length of MASTF meetings
 - D. Definition of "Accessible"

VII. Adjournment: Ms. Barbour adjourned the meeting at 4:12 p.m.

Respectfully Submitted by Elizabeth Miller

NOTE: SANTA CRUZ METRO TRANSIT DISTRICT BOARD OF DIRECTORS MEETING IS:

Second Friday of the month at 9:00 AM in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

Fourth Friday of the month at 9:00 AM at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

<http://www.scmttd.com/bdhome.html>



2 June 2004

Dear Director Elsa Quezada,

MASTF wishes to thank CCCIL for making copies of the monthly MASTF packet. CCCIL's aid, both physically and morally, during this challenging transition period has been a tremendous asset to us, and we are deeply appreciative.

MASTF would also thank Michael Bradshaw for actually overseeing the copying of our packets and delivering them to Metro for mailing.

Michael, yourself, and CCCIL in general have been tremendous friends to MASTF.

Thank you all so much,

Sharon L. Barbour

Sharon Barbour
MASTF Chair

cc Michael Bradshaw

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period May 1 – 31, 2004.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$25,518,252 or \$215,946 over the amount of revenue expected to be received during the first ten months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$24,503,463, are at 76.4% of the revised budget.
- A total of \$5,418,004 has been expended through April 30th for the FY 03-04 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 03-04 budget as of April 30, 2004. The fiscal year is 83.3% elapsed.

A. Operating Revenues

Revenues are \$215,946 over the amount projected to be received for the period. Passenger revenue is \$355,127 over budget projections due to the fare increase effective July 1, 2003, and new contracts with UCSC and Cabrillo College. Sales tax revenue is \$157,499 under the budgeted amount since the March 2004 wrap-up payment was lower than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$24,503,463 or 76.4% of the revised budget, with 83.3% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$5,418,004 has been expended on the Capital Improvement Program. The largest expenditure was for the purchase of replacement buses in the amount of \$4,513,312. .

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for April 2004, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - APRIL 2004**

Operating Revenue	FY 03-04 Budgeted for Month	FY 03-04 Actual for Month	FY 03-04 Budgeted YTD	FY 02-03 Actual YTD	FY 03-04 Actual YTD	YTD Variance from Budgetec	
Passenger Fares	\$ 288,362	\$ 321,052	\$ 3,029,986	\$ 2,512,927	\$ 3,166,914	\$ 136,928	
Paratransit Fares	\$ 26,017	\$ 24,836	\$ 230,521	\$ 160,816	\$ 213,568	\$ (16,953)	
Special Transit Fares	\$ 209,638	\$ 253,235	\$ 1,525,624	\$ 1,545,861	\$ 1,774,582	\$ 248,958	
Highway 17 Revenue	\$ 60,187	\$ 61,262	\$ 578,354	\$ 676,015	\$ 564,548	\$ (13,806)	
<i>Subtotal Passenger Rev</i>	\$ 584,204	\$ 660,385	\$ 5,364,485	\$ 4,895,619	\$ 5,719,612	\$ 355,127	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	
Advertising Income - Dist	\$ -	\$ -	\$ -	\$ 24,233	\$ 17,509	\$ 17,509	See Note 2
Commissions	\$ 767	\$ 512	\$ 7,667	\$ 7,687	\$ 6,063	\$ (1,604)	
Rent Income	\$ 13,382	\$ 13,749	\$ 126,768	\$ 125,354	\$ 129,941	\$ 3,173	
Interest - General Fund	\$ 23,014	\$ 20,598	\$ 242,056	\$ 354,294	\$ 232,786	\$ (9,270)	See Note 3
Non-Transportation Rev	\$ 175	\$ 110	\$ 1,750	\$ 14,581	\$ 10,260	\$ 8,510	See Note 4
Sales Tax Income	\$ 966,000	\$ 984,700	\$ 12,663,007	\$ 12,632,265	\$ 12,505,508	\$ (157,499)	See Note 5
TDA Funds	\$ -	\$ -	\$ 4,026,434	\$ 3,881,172	\$ 4,026,434	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,804,435	\$ 1,229,934	\$ 2,804,435	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 65,704	\$ 46,701	\$ 65,704	\$ -	
FY 02-03 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 1,587,542	\$ 1,680,054	\$ 25,302,305	\$ 23,301,840	\$ 25,518,252	\$ 215,946	

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

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 891,383	\$ 903,109	\$ 486,200	\$ 679,431	75.2%	
Finance	\$ 522,456	\$ 523,672	\$ 389,779	\$ 412,468	78.8%	
Customer Service	\$ 519,934	\$ 515,069	\$ 492,476	\$ 376,208	73.0%	
Human Resources	\$ 327,189	\$ 334,866	\$ 241,208	\$ 316,762	94.6%	See Note 6
Information Technology	\$ 413,963	\$ 427,948	\$ 315,174	\$ 348,427	81.4%	
District Counsel	\$ 358,878	\$ 349,527	\$ 253,316	\$ 245,467	70.2%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,029,512	\$ 1,033,569	\$ 761,085	\$ 843,749	81.6%	
Paratransit Program	\$ 229,377	\$ 229,922	\$ 151,206	\$ 169,153	73.6%	
Operations	\$ 1,908,172	\$ 1,906,819	\$ 1,439,377	\$ 1,512,469	79.3%	
Bus Operators	\$ 12,044,316	\$ 11,828,193	\$ 9,636,956	\$ 9,964,206	84.2%	See Note 7
Fleet Maintenance	\$ 4,120,660	\$ 4,018,658	\$ 2,873,115	\$ 2,939,095	73.1%	
Retired Employees/COBRA	\$ 833,989	\$ 856,780	\$ 633,261	\$ 686,927	80.2%	
Total Personnel	\$ 23,199,828	\$ 22,928,131	\$ 17,673,154	\$ 18,494,361	80.7%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 585,535	\$ 585,662	\$ 427,593	\$ 435,684	74.4%	
Finance	\$ 950,128	\$ 941,801	\$ 533,172	\$ 693,981	73.7%	
Customer Service	\$ 114,080	\$ 86,580	\$ 83,302	\$ 64,119	74.1%	
Human Resources	\$ 59,322	\$ 59,379	\$ 20,238	\$ 25,772	43.4%	
Information Technology	\$ 103,670	\$ 97,727	\$ 54,494	\$ 55,580	56.9%	
District Counsel	\$ 21,735	\$ 21,777	\$ 8,731	\$ 10,577	48.6%	
Risk Management	\$ 206,350	\$ 206,350	\$ 146,977	\$ 62,476	30.3%	
Facilities Maintenance	\$ 476,840	\$ 476,840	\$ 308,025	\$ 332,769	69.8%	
Paratransit Program	\$ 3,506,306	\$ 3,178,703	\$ 2,158,860	\$ 1,916,821	60.3%	See Note 8
Operations	\$ 534,490	\$ 584,534	\$ 349,681	\$ 359,935	61.6%	
Bus Operators	\$ 7,400	\$ 7,400	\$ 2,772	\$ 2,736	37.0%	
Fleet Maintenance	\$ 2,953,059	\$ 2,878,859	\$ 2,125,845	\$ 2,048,652	71.2%	
Op Prog/SCCIC	\$ 1,257	\$ 1,257	\$ 117	\$ -	0.0%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 9,520,172	\$ 9,126,869	\$ 6,219,807	\$ 6,009,102	65.8%	
Subtotal Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 23,892,961	\$ 24,503,463	76.4%	
Grant Funded Studies/Programs	\$ -	\$ -		\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -		\$ -	0.0%	
Pass Through Programs	\$ -	\$ -		\$ -	0.0%	
Total Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 23,892,961	\$ 24,503,463	76.4%	
YTD Operating Revenue Over YTD Expense				\$ 1,014,789		

**CONSOLIDATED OPERATING EXPENSE
APRIL 2004**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,363,193	\$ 5,842,355	\$ 4,755,283	\$ 4,893,768	83.8%	See Note 9
Operators Overtime	\$ 927,591	\$ 1,227,591	\$ 938,317	\$ 1,074,397	87.5%	See Note 10
Other Salaries & Wages	\$ 6,390,190	\$ 6,163,922	\$ 4,343,438	\$ 4,521,862	73.4%	
Other Overtime	\$ 139,709	\$ 244,709	\$ 208,654	\$ 217,238	88.8%	See Note 11
	\$ 13,820,683	\$ 13,478,577	\$ 10,245,692	\$ 10,707,264	79.4%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 148,453	\$ 148,453	\$ 107,927	\$ 118,170	79.6%	
PERS Retirement	\$ 1,164,898	\$ 1,150,821	\$ 702,230	\$ 845,300	73.5%	
Medical Insurance	\$ 2,667,738	\$ 2,735,219	\$ 2,055,901	\$ 2,355,263	86.1%	See Note 12
Dental Plan	\$ 455,704	\$ 465,509	\$ 337,406	\$ 358,510	77.0%	
Vision Insurance	\$ 123,307	\$ 123,307	\$ 108,578	\$ 96,100	77.9%	
Life Insurance	\$ 60,472	\$ 60,472	\$ 48,459	\$ 43,727	72.3%	
State Disability Ins	\$ 196,085	\$ 196,085	\$ 94,232	\$ 127,226	64.9%	
Long Term Disability Ins	\$ 221,054	\$ 221,054	\$ 297,862	\$ 190,878	86.3%	See Note 13
Unemployment Insurance	\$ 46,893	\$ 46,893	\$ 28,453	\$ 59,791	127.5%	See Note 14
Workers Comp	\$ 1,666,634	\$ 1,673,634	\$ 1,509,354	\$ 1,579,904	94.4%	See Note 15
Absence w/ Pay	\$ 2,596,775	\$ 2,596,776	\$ 2,121,345	\$ 1,992,469	76.7%	
Other Fringe Benefits	\$ 31,131	\$ 31,331	\$ 15,715	\$ 19,757	63.1%	
	\$ 9,379,144	\$ 9,449,553	\$ 7,427,462	\$ 7,787,097	82.4%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 299,484	\$ 291,484	\$ 187,583	\$ 182,863	62.7%	
Prof/Legis/Legal Services	\$ 490,180	\$ 482,180	\$ 311,249	\$ 258,267	53.6%	
Temporary Help	\$ -	\$ 6,000	\$ -	\$ 4,514	75.2%	
Custodial Services	\$ 89,000	\$ 89,000	\$ 59,512	\$ 66,823	75.1%	
Uniforms & Laundry	\$ 40,500	\$ 40,239	\$ 27,794	\$ 26,288	65.3%	
Security Services	\$ 346,188	\$ 392,188	\$ 214,315	\$ 216,987	55.3%	
Outside Repair - Bldgs/Eqmt	\$ 188,686	\$ 188,686	\$ 129,455	\$ 118,995	63.1%	
Outside Repair - Vehicles	\$ 271,570	\$ 270,570	\$ 221,792	\$ 220,971	81.7%	
Waste Disp/Ads/Other	\$ 109,845	\$ 94,845	\$ 47,489	\$ 55,433	58.4%	
	\$ 1,835,453	\$ 1,855,192	\$ 1,199,189	\$ 1,151,140	62.0%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,289,256	\$ 2,961,653	\$ 2,005,702	\$ 1,802,200	60.9%	See Note 8
	\$ 3,289,356	\$ 2,961,753	\$ 2,005,702	\$ 1,802,200	60.8%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,486,549	\$ 1,486,549	\$ 921,332	\$ 1,041,151	70.0%	
Tires & Tubes	\$ 131,000	\$ 121,000	\$ 109,131	\$ 128,378	106.1%	See Note 16
Other Mobile Supplies	\$ 6,500	\$ 6,500	\$ 6,099	\$ 3,320	51.1%	
Parts Credit	\$ -	\$ -	\$ -	\$ (62,909)	0.0%	See Note 17
Revenue Vehicle Parts	\$ 515,000	\$ 444,400	\$ 460,570	\$ 348,904	78.5%	
	\$ 2,139,049	\$ 2,058,449	\$ 1,497,132	\$ 1,458,844	70.9%	

**CONSOLIDATED OPERATING EXPENSE
APRIL 2004**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget
OTHER MATERIALS					
Postage & Mailing/Freight	\$ 22,367	\$ 23,667	\$ 18,041	\$ 12,049	50.9%
Printing	\$ 73,275	\$ 72,480	\$ 48,103	\$ 45,065	62.2%
Office/Computer Supplies	\$ 64,250	\$ 64,610	\$ 41,461	\$ 37,584	58.2%
Safety Supplies	\$ 19,825	\$ 18,325	\$ 9,242	\$ 10,141	55.3%
Cleaning Supplies	\$ 66,100	\$ 61,100	\$ 38,540	\$ 29,559	48.4%
Repair/Maint Supplies	\$ 65,000	\$ 64,900	\$ 37,708	\$ 47,996	74.0%
Parts, Non-Inventory	\$ 50,000	\$ 48,300	\$ 40,587	\$ 24,191	50.1%
Tools/Tool Allowance	\$ 9,600	\$ 9,600	\$ 5,720	\$ 4,131	43.0%
Promo/Photo Supplies	\$ 14,400	\$ 12,825	\$ 2,698	\$ 3,089	24.1%
	\$ 384,817	\$ 375,807	\$ 242,098	\$ 213,804	56.9%
UTILITIES	\$ 323,677	\$ 333,177	\$ 250,062	\$ 252,967	75.9%
CASUALTY & LIABILITY					
Insurance - Prop/PL & PD	\$ 641,500	\$ 641,500	\$ 343,401	\$ 505,165	78.7%
Settlement Costs	\$ 100,000	\$ 100,000	\$ 80,800	\$ 37,339	37.3%
Repairs to Prop	\$ -	\$ -	\$ (16,727)	\$ (16,709)	0.0%
Prof/Other Services	\$ -	\$ -	\$ 36	\$ -	0.0%
	\$ 741,500	\$ 741,500	\$ 407,509	\$ 525,795	70.9%
TAXES	\$ 49,433	\$ 49,048	\$ 33,796	\$ 34,412	70.2%
MISC EXPENSES					
Dues & Subscriptions	\$ 51,970	\$ 52,265	\$ 49,599	\$ 35,099	67.2%
Media Advertising	\$ 3,000	\$ 1,500	\$ 129	\$ 40	2.7%
Employee Incentive Program	\$ 10,381	\$ 10,642	\$ 7,079	\$ 7,382	69.4%
Training	\$ 28,775	\$ 26,775	\$ 10,645	\$ 9,198	34.4%
Travel	\$ 35,941	\$ 35,941	\$ 17,871	\$ 18,305	50.9%
Other Misc Expenses	\$ 18,314	\$ 18,314	\$ 8,619	\$ 12,430	67.9%
	\$ 148,381	\$ 145,437	\$ 93,942	\$ 82,455	56.7%
OTHER EXPENSES					
Leases & Rentals	\$ 608,506	\$ 606,506	\$ 490,378	\$ 487,486	80.4%
	\$ 608,506	\$ 606,506	\$ 490,378	\$ 487,486	80.4%
Total Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 23,892,961	\$ 24,503,463	76.4%

**MONTHLY REVENUE AND EXPENSE REPORT
FY 03-04 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Program Budget	Expended in April	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 9,306,548	\$ 125,494	\$ 721,566
Urban Bus Replacement	\$ 6,018,365	\$ 9,610	\$ 4,513,312
Metro Center Renovation Project	\$ 108,891		\$ 8,212
Spare Parts for New Buses (carryover)	\$ 97,550	\$ 27,920	\$ 67,192
Talking Bus (carryover)	\$ 9,000		\$ 28,796
	\$ 15,540,354		
<u>District Funded Projects</u>			
Bus Stop Improvements	\$ 60,000		\$ -
IT Projects	\$ 15,000		\$ 3,186
GIRO IT Project (carryover)	\$ 31,370	\$ 31,370	\$ 41,895
Paratransit Program	\$ 15,000	\$ 8,242	\$ 8,242
Facilities Repairs & Improvements	\$ 65,000		\$ 3,406
Radio Repeater	\$ 13,000		\$ 7,560
Bus Windows	\$ 29,000		\$ -
Non-revenue Vehicle Replacement	\$ 116,000		\$ -
Office Equipment	\$ 39,500		\$ 12,640
Storage Container	\$ 1,800		\$ 1,998
Transfer to Operating Budget	\$ 350,000		\$ -
	\$ 735,670		
TOTAL CAPITAL PROJECTS	\$ 16,276,024	\$ 202,636	\$ 5,418,004
CAPITAL FUNDING SOURCES			
	Budget	Received in April	YTD Received
Federal Capital Grants	\$ 8,309,278	\$ 311,450	\$ 889,128
State/Local Capital Grants	\$ 4,844,713		\$ 3,747,300
STA Funding	\$ 821,414		\$ 410,707
District Reserves	\$ 2,260,249		\$ 370,869
TOTAL CAPITAL FUNDING	\$ 16,235,654	\$ 311,450	\$ 5,418,004

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

1. Passenger fares (farebox and pass sales) are \$136,928 or 4.5% over the revised budget amount for the year to date. Paratransit fares are \$16,953 under budget for the period as a result of fewer trips than projected, with a corresponding decrease in program expense. Special transit fares (contracts) are \$248,958 or 16.3% over the budgeted amount. UCSC contract revenue is \$232,549 over budget. Employer bus pass program revenue is \$4,322 over budget. Highway 17 Express revenue is \$13,806 or 2.4% under the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first ten months of the fiscal year by a net \$355,127 or 6.6%.
2. Advertising income shows revenue of \$17,509 due to a final payment from OBIE Media that was not budgeted.
3. Interest income is \$9,270 under budget due to continued low interest rates. The interest rate for April fell to 1.20%.
4. Non-transportation revenue is \$8,510 over budget primarily due to a credit for past life insurance policies.
5. Sales tax income is under budget by \$157,499 or 1.2% for the first ten months of the fiscal year.
6. Human Resources personnel expense is at 94.6% of the budget due to settlement of a workers' compensation claim.
7. Bus Operator personnel expense is at 84.2% of the budget due to the inclusion of May medical and long-term disability premiums in the April report.
8. Paratransit program expense is only at 60.3% of the budget because the April billing was not submitted by the contractor by the report deadline. If included, expenses would be at 67% of the budget.
9. Bus Operator wages are at 83.8% of the budget due to the hire of new operators for the additional Highway 17 Express/AMTRAK service which began April 26, 2004. The AMTRAK payment will cover the additional expense.
10. Overtime expense for Bus Operators is at 87.5% of the budget since significant overtime is currently required to cover shifts. New Bus Operators have been hired to replace Bus Operators who have retired in the past few months. Total Bus Operator payroll is on budget.
11. Overtime expense for non-operators is at 88.8% of the budget due to shift coverage for Transit Supervisors on leave. Total Operations payroll is within budget.
12. Medical insurance is at 86.1% of the budget due to inclusion of the May premium payments in this month's report, reflecting an extra month of payments.

13. Long-term disability insurance is at 86.3% of the budget because the May premium payments were included in this report, resulting in eleven months of payments instead of ten.
14. State unemployment insurance is at 127.5% of the budget due to a doubling of the District's payroll tax rate effective January 1, 2004. The budget had included only a 10% increase. This expense will significantly exceed the budgeted amount by the end of the fiscal year. So far, this account is \$12,898 over budget for the year to date.
15. Workers' Compensation expense is at 94.4% of the budget due to the high number of claims paid out this fiscal year. The expense will exceed the budgeted amount by year end, but the overrun will be paid from the workers' compensation reserves.
16. Tires and tubes expense is at 106.1% of the budget due to higher tire costs than anticipated. A budget transfer will be processed for this account prior to the next report.
17. A \$78,586 parts credit from Orion has been established against which certain bus parts will be expensed. To date, \$15,677 in parts have been purchased, leaving a credit balance of \$62,909.

FY 03-04 BUDGET TRANSFERS
5/1/04-5/31/04

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 04-021			
TRANSFER FROM:	504215-1500	Printing	\$ (500)
	503031-1500	Prof/Tech & Fees	\$ (500)
			\$ (1,000)
TRANSFER TO:	504311-1500	Office Supplies	\$ 1,000
REASON:	To cover expected expenditures in the IT Department for the remainder of FY 03-04.		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Steve Paulson, Paratransit Administrator

SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of March 2004
- Cost reflects hourly rate increased by 4% over previous fiscal year.
- Revenue and subsidy figures reflect impact of July 2003 fare increase.
- Eligibility/Recertification statistics reported are through May 31, 2004

III. DISCUSSION

Operating Statistics for March 2004

	This Mar	Last Mar	% Change	FYTD	Last FYTD	% Change
Cost	\$225,276.10	\$231,960.55	-2.88%	\$1,802,199.50	\$2,005,621.65	-10.14%
Revenue	\$24,600*	\$17,704	+38.95 %	\$203,097*	\$155,984	+30.2 %
Subsidy	\$200,676.10	\$214,256.55	-6.34 %	\$1,599,102.50	\$1,849,637.65	-13.55 %
Rides performed	8280	9039	-8.40 %	68,844	80,057	-14.01 %
Cost/ Ride	\$27.21	\$25.66	6.02 %	\$26.18	\$25.05	+4.49%
Productivity	1.95 rides per hour	1.78 rides per hour		2.03 rides per hour	1.96 rides per hour	

* Revenue does not equal \$3.00/ride because no revenue is generated by rides to and from certification interviews and appeals.

Performance Measures

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	FYTD
Rides	7,887	7,402	8,157	8,709	7,471	7,168	6,983	6,787	8,280	68,844
late pick ups (more than 20 minutes)	452	379	537	878	498	388	297	324	487	4240
% late	5.73%	5.12%	6.58%	10.08%	6.67	5.41%	4.25%	4.77%	5.88%	6.16%
Picked up too early (more than 10 minutes)	252	271	327	164	134	132	92	75	65	1,512
Total rides not "on time"	704	650	864	1,042	632	520	389	399	552	5,752
% "on time"	91.1%	91.2%	89.4%	88.0%	91.5%	92.7%	94.4%	94.1%	93.33	91.64%
missed trips	2	5	5	9	0	2	3	3	3	32
Excessively late scheduled (more than 60 minutes)	14	4	15	38	9	12	8	3	10	113
Excessively late will call (more than 100 minutes)	4	3	11	14	5	1	3	4	10	55
total violation w/ \$50 penalty	20	12	31	61	14	15	14	10	23	200
Total violation w/\$100 penalty	0	0	0	0	0	9	0	9	12	30
Liquidated damages	\$1,000	\$600	\$1,500	\$3,050	\$700	\$1,650	\$700	\$1,400	\$2,350	\$13,000

Eligibility Certification/ Recertification

The initial recertification process has been completed. There are no eligibility appeals pending.

During the month of May 2004, there were 81 new applicants for ParaCruz service. 76 (83.8%) were granted some level of eligibility. As a result of eligibility expirations during this period, there was a net increase of 43 riders eligible for service.

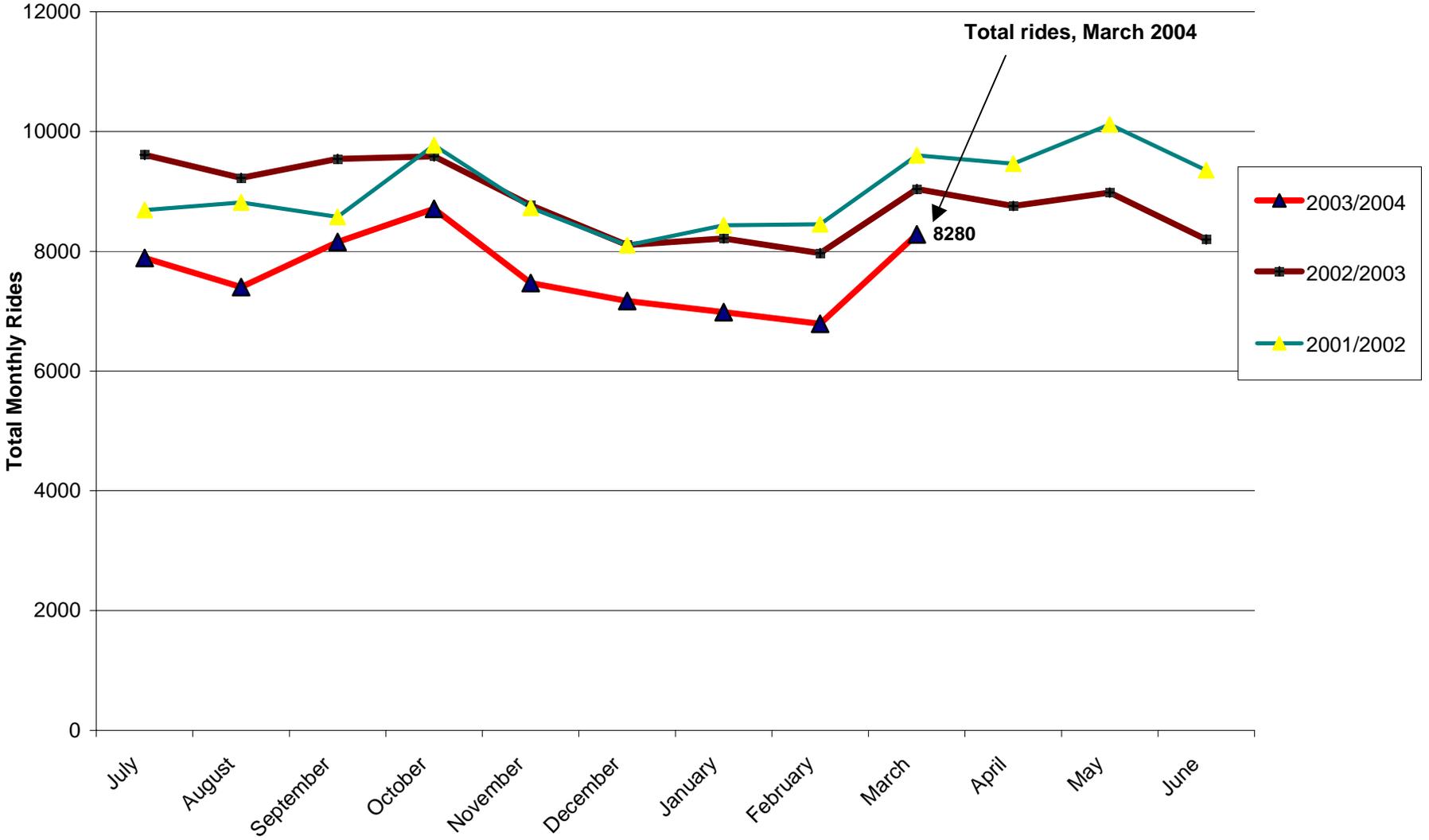
IV. FINANCIAL CONSIDERATIONS

none

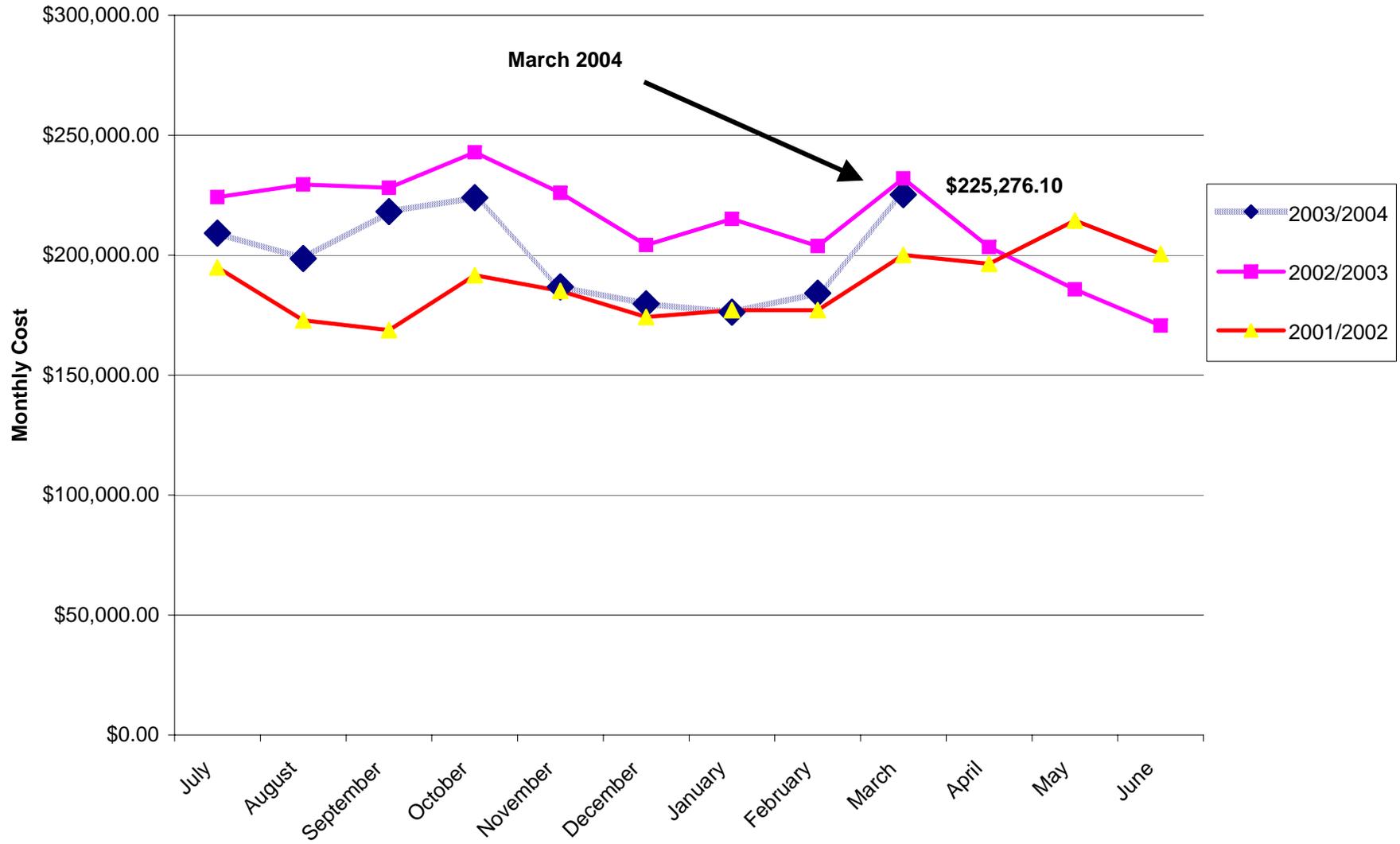
V. ATTACHMENTS

- Attachment A:** METRO ParaCruz Rides by Month
- Attachment B:** METRO ParaCruz Cost by Month
- Attachment C:** Recertification and New Applicant Eligibility Determinations
- Attachment D:** METRO ParaCruz Registrants by Month

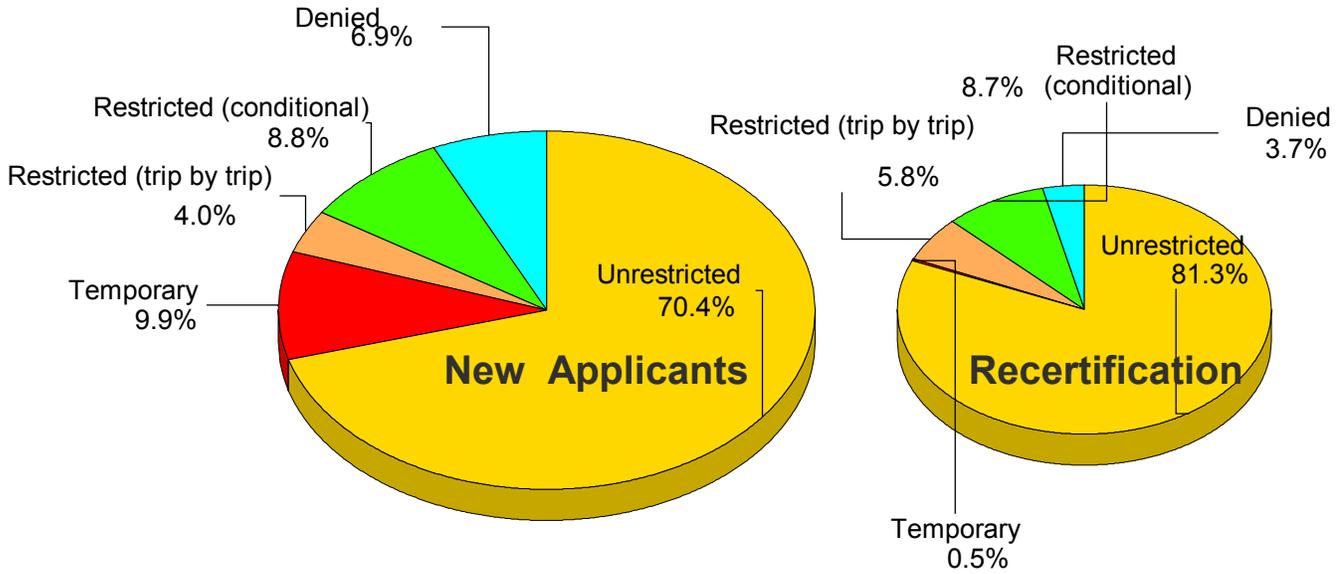
METRO ParaCruz Rides by Month



METRO ParaCruz Cost By Month



METRO ParaCruz Eligibility Determinations - Aug 1 02 through May 31 04



New Applicants

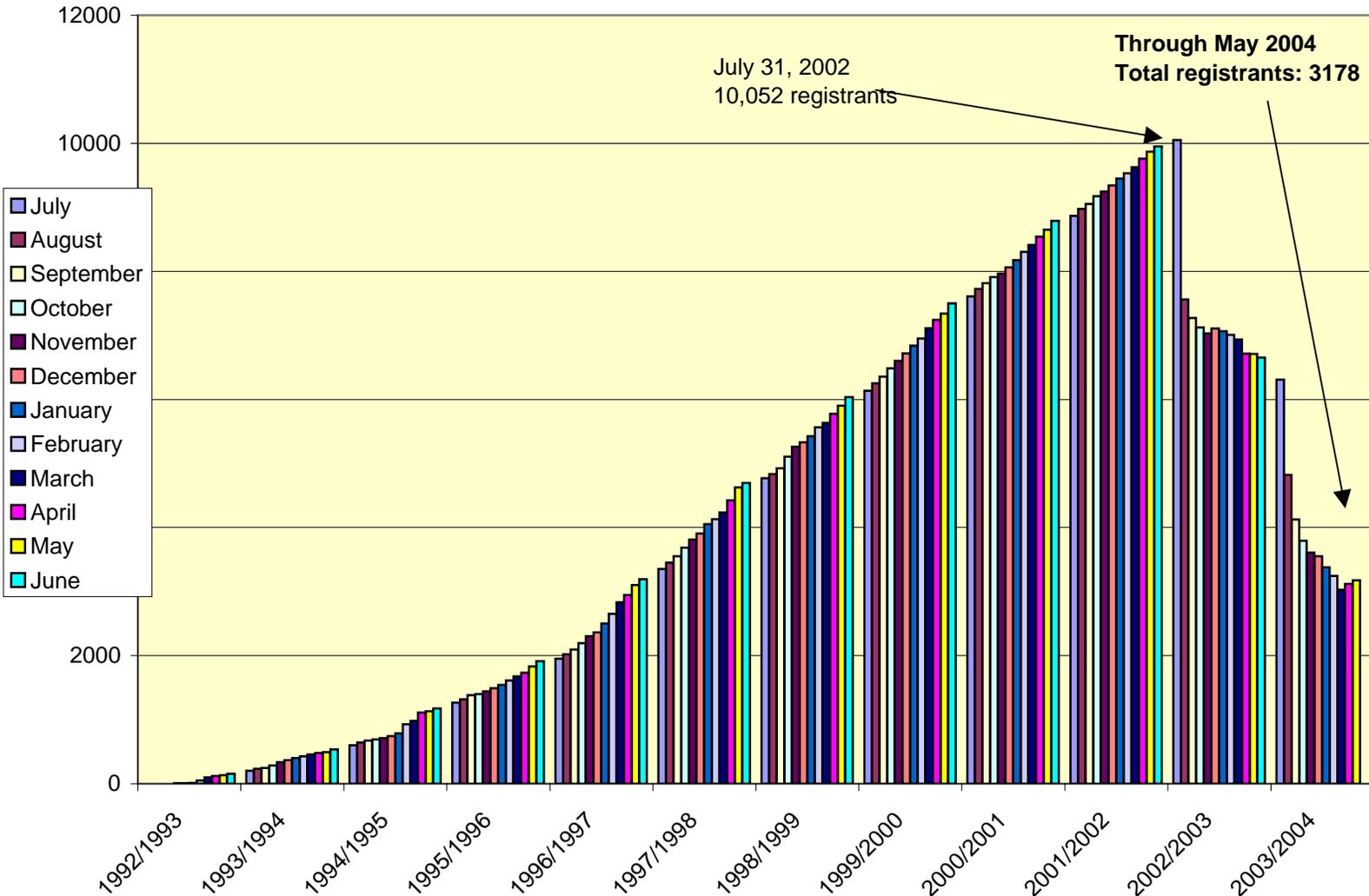
Unrestricted	1462
Temporary	205
Restricted (trip by trip)	83
Restricted (conditional)	182
Denied	144
Group Total:	<u><u>2076</u></u>

Recertification

Unrestricted	1176
Temporary	7
Restricted (trip by trip)	84
Restricted (conditional)	126
Denied	54
Group Total:	<u><u>1447</u></u>

Grand Total: 3522

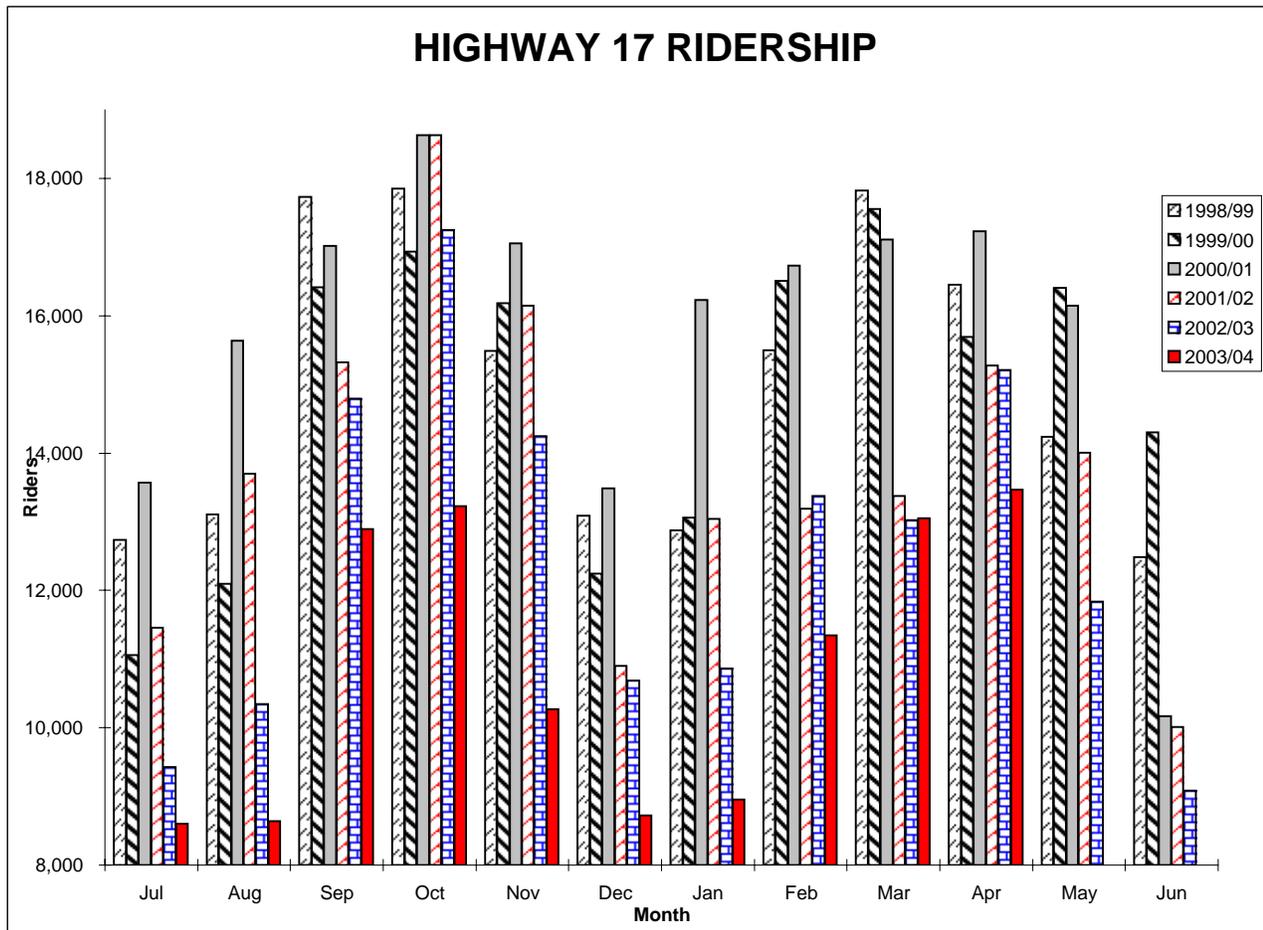
METRO ParaCruz Registrants



Growth by Month Since Inception

HIGHWAY 17 - APRIL 2004

	April			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 85,345	\$ 100,449	(15.0%)	\$ 826,293	\$ 1,014,057	(18.5%)
Farebox	\$ 33,979	\$ 30,591	11.1%	\$ 280,853	\$ 307,608	(8.7%)
Operating Deficit	\$ 48,165	\$ 67,396	(28.5%)	\$ 527,751	\$ 672,155	(21.5%)
Santa Clara Subsidy	\$ 24,082	\$ 33,698	(28.5%)	\$ 263,876	\$ 336,078	(21.5%)
METRO Subsidy	\$ 24,082	\$ 33,698	(28.5%)	\$ 263,876	\$ 336,078	(21.5%)
San Jose State Subsidy	\$ 3,201	\$ 2,462	30.0%	\$ 17,689	\$ 34,294	(48.4%)
STATISTICS						
Passengers	13,469	13,022	3.4%	109,174	129,213	(15.5%)
Revenue Miles	30,263	34,201	(11.5%)	293,003	345,265	(15.1%)
Revenue Hours	1,233	1,361	(9.4%)	11,939	13,738	(13.1%)
PRODUCTIVITY						
Cost/Passenger	\$ 6.34	\$ 7.71	(17.9%)	\$ 7.57	\$ 7.85	(3.6%)
Revenue/Passenger	\$ 2.52	\$ 2.35	7.4%	\$ 2.57	\$ 2.38	8.1%
Subsidy/Passenger	\$ 3.81	\$ 5.36	(28.9%)	\$ 5.00	\$ 5.47	(8.6%)
Passengers/Mile	0.45	0.38	16.9%	0.37	0.37	(0.4%)
Passengers/Hour	10.92	9.57	14.1%	9.14	9.41	(2.8%)
Recovery Ratio	39.8%	30.5%	30.7%	34.0%	30.3%	12.0%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for April 2004 increased by 12.5% versus April 2003. Year to date student billable trips have increased by 11.8%.
- Faculty / staff trips for April 2004 increased by 24.3% versus April 2003. Year to date faculty / staff billable trips have increased by 24.2%.
- Revenue received from UCSC for April 2004 was \$211,944.05 versus \$170,453.63 for April 2003 an increase of 24.3%.

	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	20,208	228,261	12.5%	24.3%
Last Year	16,262	202,987		

All days are now billable.

III. DISCUSSION

September 25, 2003 started the fall instructional session at UCSC. A summary of the results for April 2004 is:

- Student billable trips for the month of April 2004 were 228,261 vs. 202,987 for April 2003 an increase of 12.5%.
- Faculty / staff billable trips for the month of April 2004 were 20,208 vs. 16,262 for April 2003 an increase of 24.3%.
- Year to date Student billable trips increased by 11.8% and faculty / staff billable trips increased by 24.2%.
- Revenue for April 2004 was \$211,944.05 versus \$170,453.63 for April 2003.

IV. FINANCIAL CONSIDERATIONS

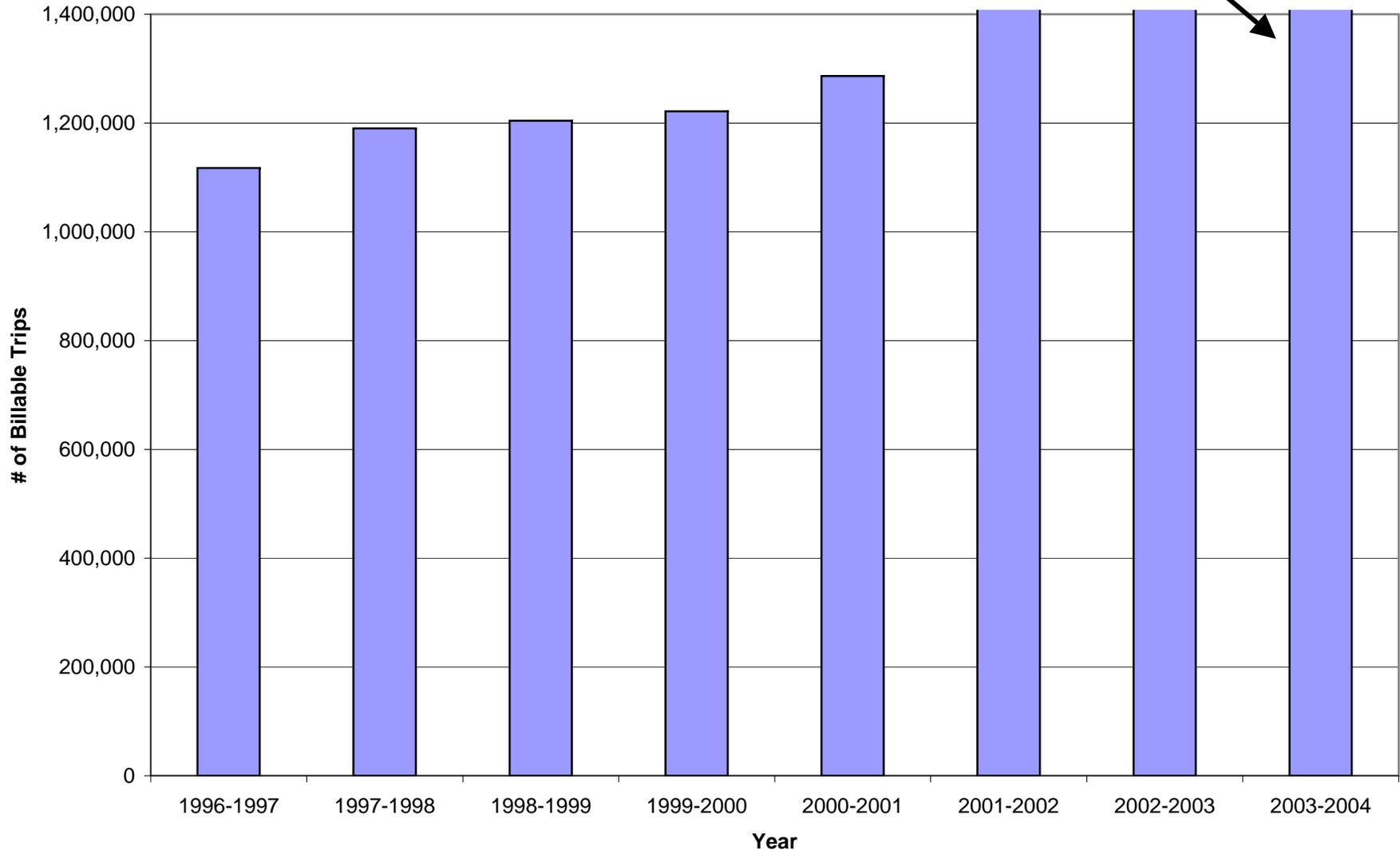
NONE

V. ATTACHMENTS

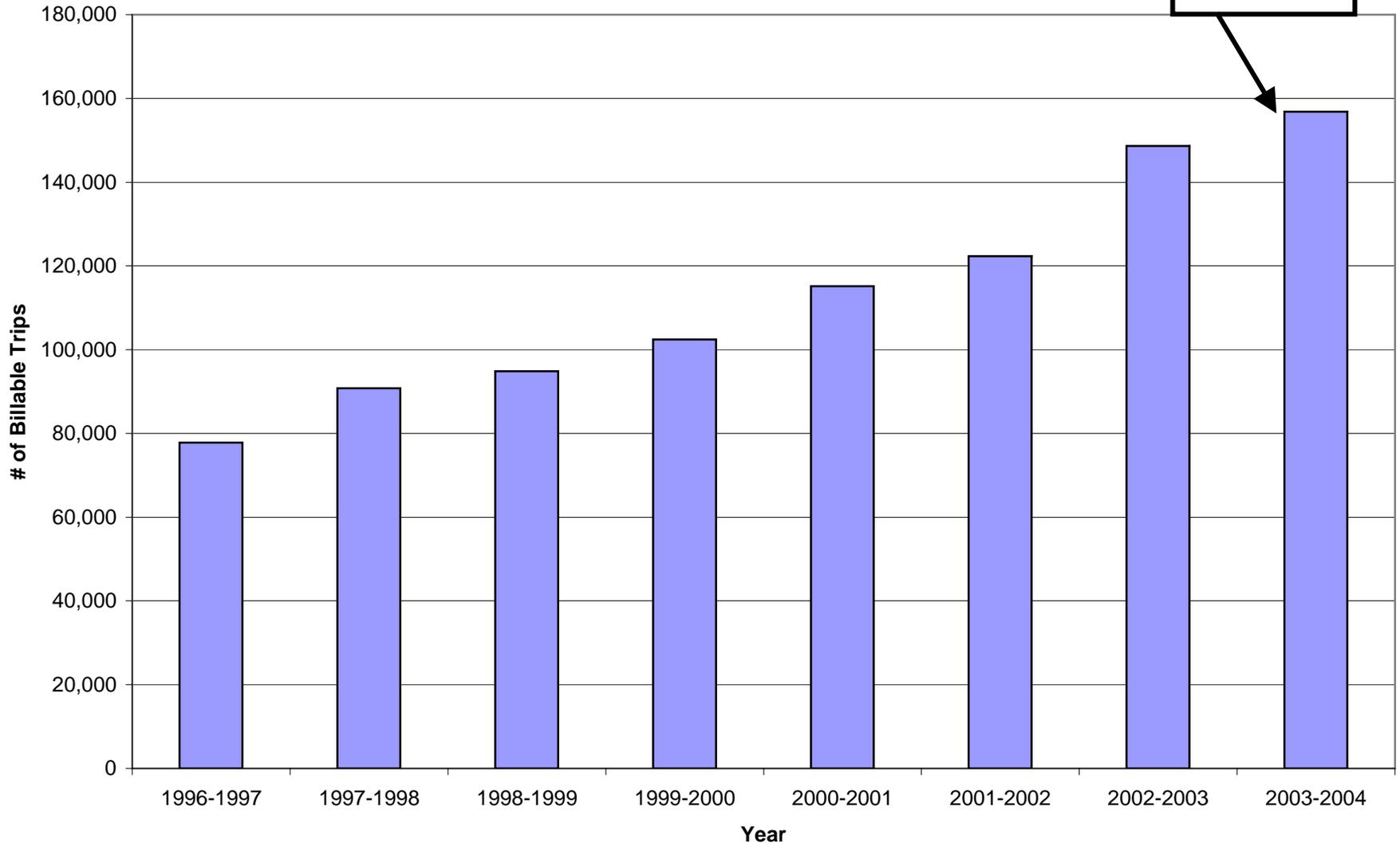
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



Year to date
billable trips
increased 24.2%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The MetroBase Project is currently proceeding in accordance with the schedule attached to this Staff Report, which is the schedule that has been developed by RNL Design.
- The City of Santa Cruz Redevelopment Agency is continuing to work on the real estate acquisition and relocation phase of the project.

III. DISCUSSION

The MetroBase Project is proceeding as per the attached timeline (Attachment A & B). The chart reflects the timeline and events that are contained in the schedule that has been developed by RNL Design. Using this document allows Metro to directly track the progress of the project. RNL Design is progressing on schedule at this point in the design and engineering process.

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

- A. Right Of Way (ROW)
 - Encroachment Lease @ 1200 River Street extended 40 years, approved by Santa Cruz City Council, will be submitted to Metro Board of District for approval
- B. Finance
 - 25 Sakata Lane, Watsonville property being prepared for sale
 - Setting up appraisal services in order to dispose property
- C. Architectural & Engineering (A&E)
 - RNL: Design Phase 70% completed.
- D. Construction Management (CM)
 - Currently negotiating final scope of work and cost for Construction Management services from Harris & Associates
 - Final recommendation will be brought forth to the Board Of Directors

E. Construction Schedule

- Goal to issue an invitation to bid on L/CNG Fueling Station equipment by late summer 2004
- Goal to request bids for General Construction by late fall 2004
- Commencement and Completion of
 - i. Demolition of A Tool Shed, Surf City & Construct Service Facility in Jan. 2005 to Aug. 2005
 - ii. Demolition of Slo-Fill Fuel, Site Work, & Construction of Operations Building in Sep. 2005 to Mar. 2007
 - iii. Demolition of existing Operations Building and Final Site Work in May. 2007 to Jul. 2007
 - iv. Demolition of Parts Building & Construction of Maintenance Building in Aug. 2007 to Sep. 2008
 - v. Renovate existing Maintenance Building & Construction of new Parts Building in Nov. 2008 to Apr. 2009
 - vi. Final Site Work in Jun. 2009 to Aug. 2009

IV. FINANCIAL CONSIDERATIONS

During the reporting period the lack of inclusion of the MetroBase project in the 2004/2009 STIP has placed \$7.8 million in project funding in question.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

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

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the May 6, 2004 Regular SCCRTC Meeting

Attachment B: Minutes of the May 20, 2004 Transportation Policy Workshop Meeting

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

MINUTES

**Thursday,
May 6, 2004
9:00 a.m.**

**City of Capitola Council Chambers
420 Capitola Avenue
Capitola, CA 95010**

1. Roll Call

Members Present: Jan Beautz Dennis Norton
 Tony Campos Ellen Pirie
 Richard De La Paz Emily Reilly
 Mike Keogh Pat Spence
 Scott Kennedy Mardi Wormhoudt
 Randy Johnson Donna Ziel (Alt)
 Rich Krumholz (ex officio Alt)

Staff Present Pat Dellin Cory Irimes
 Kim Shultz Sean Co
 Karena Pushnik Rachel Moriconi
 Gini Pineda Luis Mendez
 Tegan Speiser Grace Blakeslee

2. Oral Communications - None

3. Additions or Deletions to Consent and Regular Agendas

Deputy Director Pat Dellin said that there were two replacement pages, 27-7 and 30-7, which had been given to Commissioners. She added that the closed session, Item 32, would not be held.

CONSENT AGENDA (Reilly/Wormhoudt)

Commissioner Campos abstained from voting on the minutes.

Commissioner Pirie requested a copy of the work plan for the Phase II Environmental Site Assessment of the Santa Cruz Branch Rail Line which was submitted to the County Environmental Health Department for approval.

Commissioner Keogh said that Item 7 contained language that linked Americans with Disabilities (ADA) Paratransit issues

with the elderly which is inaccurate because ADA services have nothing to do with age, only with disability. He asked that this distinction be clearer in the future.

Commissioner Spence noted that page 14-3 of the Budget and Administration/Personnel Committee minutes did not contain the name of the Commission Alternate who suggested a meeting with Congressman Farr's staff.

4. Approved Minutes of April 1, 2004 Regular SCCRTC Meeting
5. Approved Minutes of April 15, 2004 Transportation Policy Workshop Meeting

POLICY

6. Accepted Draft Report on Recommendations for Transforming Caltrans and Report on Smart Growth in California (both enclosed separately for Commissioners)

PROJECTS and PLANNING

7. Approved Staff Recommendations Regarding Unmet Paratransit Needs Process
8. Approved Scoring Committee and Staff Recommendations Regarding Scoring of Section 5310 Applications for State Funding for Paratransit Capital Improvements (Resolution 34-04)
9. Approved Staff Recommendations Regarding Cooperative Agreement Among AMBAG, SCCRTC, and Transportation Agency for Monterey County (TAMC) Regarding Funding and Planning Implementation for the Monterey Bay Sanctuary Scenic Trail

COMMISSION BUDGET and EXPENDITURES

10. Approved List of Open Purchase Orders for FY 04-05 (Resolution 35-04)

ADMINISTRATION

11. Approved Elderly and Disabled Transportation Advisory Committee and Staff Recommendations Regarding Appointments to the Elderly and Disabled Transportation Advisory Committee
12. Accepted Third Quarter Report on the SCCRTC FY03-04 Work Program

COMMITTEE MINUTES

13. Accepted Draft Minutes of the Expenditure Plan Subcommittee Meetings of March 26, 2004 and April 5, 2004
14. Accepted Draft Minutes of the Budget and Administration / Personnel Committee Meeting of April 22, 2004
15. Accepted Draft Minutes of the Elderly and Disabled Transportation Advisory Committee Meeting of April 13, 2004
16. Accepted Draft Minutes of the Bicycle Committee Meeting of April 12, 2004

INFORMATION/OTHER

17. Accepted Monthly Meeting Schedule
18. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies - No Letters
19. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues
 - a. Letter to Watsonville City Council Regarding Oral Report from Commissioner De La Paz on Environmental Impact Report for Proposed Recreational Rail Service and Use of Proposition 116 Funds
 - b. Letter to California Highway Patrol Regarding New Local Freeway Service Patrol Programs
 - c. Letter from Bicycle Committee Responding to Bicycle Conditions in Santa Cruz County
 - d. Letter from Elderly and Disabled Transportation Advisory Committee Regarding Draft Expenditure Plan of Projects
20. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
21. Accepted Handouts from Previous Regional Transportation Commission Meeting
22. Accepted Information Items
 - a. Brochure Spring Bike to Work/School Events (enclosed separately)
 - b. Letter to California Transportation Commission Regarding 2004 Santa Cruz County Regional

- Transportation Improvement Program
- c. March 2004 *Livable Places Update* Article Regarding Keys to a Successful Transit System
 - d. News Release from SCCRTC Regarding Commute Solutions On-Line Tools
 - e. Letter from Riester-Robb Regarding Marketing Award for Coasters for Don't Drive One in Five Campaign

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

No Items

REGULAR AGENDA

- 23. Commissioner Reports - None
- 24. Director's Report - Oral Report

Deputy Director Pat Dellin announced that the California Transportation Commission was scheduled to hold its first hearing on the State Transportation Improvement Program (STIP) on Thursday, May 13th. She said that staff will be in Sacramento with the SCMTD General Manager to advocate reprogramming \$7.8 million for the MetroBase project and funding for the Highway 1/17 interchange to allow it to go to construction soon.

Ms. Dellin said that a public hearing regarding the Expenditure Plan is proposed for the evening of June 3rd and that an evening public hearing regarding the Recreational Rail Draft Environmental Impact Report is proposed for June 17th. Commissioner Beautz suggested 6:00 pm for the Recreational Rail Public Hearing. Director Dellin said she would work with Chair Beautz on the location.

Sue Renner requested that the public be notified as soon as the Draft Environmental Impact Report is released. Director Dellin said that the document would be posted to the Commission website prior to the public hearing and that, in addition to media releases, there would be e-news notifications to those who are on the e-news mailing list.

Commissioner Spence asked if there would be opportunity for public comment on the rail acquisition business plan. Commissioner Beautz said there should be a separate public hearing for those comments.

- 25. Caltrans Report

Rich Krumholz, Caltrans District 5, reported that the Highway 9 turn lane project in Ben Lomond is ready to start next week.

Mr. Krumholz said that the current state government has made a commitment to smart growth and that the smart growth policies and position papers were largely put together by Caltrans. He said that Caltrans has developed plans promoting livable communities and smart growth and has policies promoting a range of transportation options.

26. Status Report on Highway 1 Projects and Updated Highway 1 HOV Lane Widening Financial Plan

Deputy Director Pat Dellin said that two well-attended public information meetings on the Project Approval / Environmental Document (PA/ED) had been held in April and that a summary of the input and the Quarterly Progress Report would be presented at the June Commission meeting.

Ms. Dellin said that design/build legislation would go before the Senate Appropriations Committee as early as next week and that the Highway Construction Authority was meeting tomorrow to look at its draft FY 04-05 budget. She said that the draft Expenditure Plan was released to the public following the April Transportation Policy Workshop meeting.

Commissioners Spence and Beautz complimented the PA/ED consultant team for their work.

27. Public Information for Expenditure Plan for a Local Transportation Sales Tax Measure

Deputy Director Pat Dellin reviewed that the Commission released the Draft Ordinance and Expenditure Plan for a November 2004 local transportation sales tax measure at its April Transportation Policy Workshop meeting and noted that comment from the public was being solicited throughout the month of May. She said that staff was recommending an evening public hearing for Thursday, June 3rd.

Ms. Dellin said that the draft expenditure plan was going to the city councils and the Board of Supervisors for their input and asked Commissioner Johnson to report on the Scotts Valley City Council meeting that had taken place the evening before.

Commissioner Johnson said that council members and the public wanted to know how the city would be compensated if the sales tax did not generate enough money for Highway 1. He said that the Council liked that monies would be available without strings attached, more like a block grant, and that the widening of the highway and the \$108 million designated to the local jurisdictions were the most

attractive parts of the Expenditure Plan. The Scotts Valley City Council approved the plan with a 4-0 vote. Councilmember Aguilar abstained, noting that she was uncomfortable endorsing the plan since it had not yet been finalized.

Deputy Director Dellin said that at the last meeting Commissioners asked for additional information on cash flow and project delivery, administrative tasks and costs, and contingency funds.

Ms. Dellin said that the original financial plan that would have other projects waiting for funding until the highway widening project received its funds had been revised over time. The new financial plan provided that all projects will receive their percentage of money every year. She said that local jurisdictions will have the option to use financing tools to construct projects in the early years since they know they will have continuous funding streams over the years. She said it is assumed that the Highway Construction Authority will bond to deliver the Highway 1 HOV Lane project as soon as possible.

Ms. Dellin referred to replacement page 27-7 for Attachment 2 which described administrative tasks related to implementing the sales tax measure including annual financial audits, compensation to the Auditor-Controller, public information tasks and various reports, reviews and document preparations. She said that these costs would be reviewed annually.

Commission consultant Eileen Goodwin presented an example of the type of annual document that could be produced to track costs, cash flow and information on individual projects. In response to a question from Commissioner Reilly, she said the document would also include updates to the schedules for delivery of the projects.

It was noted that population estimates would be updated every year to determine the annual distribution of 20.5% of the funds to local cities/county projects.

David Eselius said it is difficult for the general public to understand what the Commission does and suggested using the Commission website to explain the benefits of approving the tax measure and widening the highway.

Sue Renner agreed that information in the newspapers is not always correct and the subjects are complex and difficult to understand. She said she wanted to know more about how elective funds are spent, especially with regard to the Recreational Rail project.

Bill Comfort asked to see how the tax revenues would be spent and when funding would be available by year for each category of project. Director Dellin said a spreadsheet with this information will be ready soon and posted on the web.

Commissioner Beautz asked that Pat Busch, CAO, attend the May Transportation Policy Workshop to answer questions about the Expenditure Plan.

Neal McElwee suggested forming a committee composed of commuters to assist in getting information out about the highway widening and the Expenditure Plan.

Commissioner Beautz described the four main projects before the Commission: the Highway 1/17 Merge Lanes Project which is ready to go to construction but was impacted by the availability of state funds; the Environmental Impact Report on the Highway 1 HOV Lane Widening Project which will take many years and will be administered by a Highway Construction Authority; the Recreational Rail Project including the application for Proposition 116 funds, which is going forward and will include an Environmental Impact Report and a business plan; and the development of an Expenditure Plan for a sales tax measure scheduled for the November 2004 ballot.

Commissioner Reilly moved and Commissioner Wormhoudt seconded to approve the staff recommendations that the RTC schedule an evening public hearing on the draft Expenditure Plan for Thursday, June 3, 2004.

After discussion, it was decided to hold an Open House at 7:00 pm with the public hearing commencing at 7:30 pm at the Board of Supervisors Chambers.

The motion carried unanimously.

28. FY 04-05 Budget Amendment to Reprogram Congestion Mitigation and Air Quality (CMAQ) Funds for the Don't Drive 1 in 5 Program, Creating More Transportation Development Act (TDA) Funds for Allocation

Commissioners Beautz and Wormhoudt summarized the Budget and Administration/Personnel Committee plan to shift \$75,000 in Transportation Development Act (TDA) funding to the SCMTD. The process, which took three steps, moved Congestion Mitigation and Air Quality (CMAQ) funding for FY04-05 from the Don't Drive 1 in 5 campaign to two other projects that qualify for CMAQ funding and allocated TDA funding from those projects to the Metro.

Les White, SCMTD General Manager, thanked the Budget and Administration/Personnel Committee and Deputy Director Pat Dellin for their work.

Commissioner Beautz read the staff recommendations to

1. Accept the attached information on the history of Transportation Development Act (TDA) projections, revenues and allocations;
2. Reprogram the remaining available Congestion Mitigation and Air Quality (CMAQ) funds for the Don't Drive 1 in 5 Program, \$75,000, to the Bike to Work and Community Traffic Safety Coalition Safety Programs in the SCCRTC FY04-05 budget, thereby freeing an equal amount of TDA funds for allocation;
3. Allocate the freed-up \$75,000 in TDA funds as a special allocation to SCMTD;
4. Approve the attached resolution (Attachment 1) amending the budget and the Regional Transportation Improvement Program (RTIP) consistent with the recommendations above; and
5. State your intention to increase SCMTD's TDA allocation by \$85,000 at a later date if TDA revenues exceed projections.

Commissioner Reilly moved and Commissioner Kennedy seconded to approve the staff recommendations. The motion (Resolution 36-04) passed unanimously.

29. FY 04-05 Article 4 Transportation Development Act and State Transit Assistance (STA) Claims from Santa Cruz Metro Transit District

Deputy Director Pat Dellin said that the recommendations for this item were consistent with what was just approved and asked for a report from SCMTD General Manager, Les White.

Mr. White reviewed the recent service cuts the Metro has had to make due to the difficult economic situation, saying that cuts to fixed route service impact paratransit services that complement fixed route service.

On a positive note, Mr. White said that if the California Transportation Commission re-allocates the \$7.8 million in State Transportation Improvement Program (STIP) funds to Metro, construction of the Metro Base could start in Spring 2005 with the first phase completed in 2007 and the entire project completed by 2010. He said transit should resume being a viable means of transportation in 5-10 years.

Commissioner Wormhoudt moved and Commissioner Norton seconded to approve the staff recommendations to:

1. Approve the Santa Cruz Metropolitan Transit District's FY 04/05 Transportation Development Act (TDA) Article 4 claim in the amount of \$5,413,251 per the attached resolution;
2. Approve the Santa Cruz Metropolitan Transit District's FY 04/05 State Transit Assistance Act (STA) claim in the amount of \$860,994 per the attached resolution; and
3. Accept Santa Cruz Metropolitan Transit District's 2003 Annual Report, presented orally by the SCMTD General Manager.

The motion (Resolutions 36-04 and 37-04) passed unanimously.

Neal McElwee commented that the Commission has set aside \$10 million of State Transportation Improvement Program funding for a tourist train that does not serve the county and duplicates existing service. He asked the Commission to move the funding to the Metro to offset budget cuts.

30. Paratransit Task Force Appointments

Senior Planner Karena Pushnik gave the staff report and referred to the list of nominees to fill positions on the Task Force and the list of self-appointed representatives.

Ms. Pushnik said that both taxi company operators were interested in serving on the Task Force, and since this position is self appointed, the Commission could either add a position, split the vote between the two companies, or appoint the representative. Commissioners discussed these alternatives.

Ms. Pushnik said that at the last Regional Transportation Commission meeting Commissioner Wormhoudt had been selected to chair the Task Force and that Commissioner Campos had expressed interest in serving as the other representative from the Commission. She said that the first meeting of the Task Force is scheduled for Wednesday, May 19th from 3pm to 6pm at the Civic Auditorium.

Commissioners discussed the nominees, how the meetings will be structured and the regular time the meetings will be held.

Commissioner Spence distributed a list of her concerns and comments regarding the staff recommendations. She indicated that it was her understanding that the Community Bridges position would be filled by a board member and not a staff person. She said that the Task Force membership should either include both Community Bridges and SCMTD staff persons as voting members or both agencies should exclude staff persons as voting members.

Commissioners discussed the issue and Chair Beautz said she would contact Community Bridges to see whether they would appoint a board member to the Task Force.

Commissioner Spence noted that the Metro is the largest stakeholder in the Task Force, providing 50% of the paratransit service. She also said that it may be inappropriate for a company or organization that potentially stands to receive financial gain to make decisions on a planning body. She supported Courtesy Cab as the representative from the taxi companies and said it would not be fair to designate the alternate for this position.

Commissioner De La Paz nominated Richard Camperud, Courtesy Cab, to represent the taxi companies. Commissioner Campos seconded.

Chair Beautz recommended making a comprehensive motion on the staff recommendations as a whole. Ms. Beautz suggested a motion on staff recommendations 2, 4, 5 and 6 with language to include Commissioner Campos as a member representing the SCCRTC on the Task Force.

Commissioner Wormhoudt moved to approve staff recommendations 2, 4, 5, and 6 which were to:

1. Accept appointments from other entities to be represented on the Paratransit Coordination Task Force;
2. Confirm the appointment of Commissioner Tony Campos to represent the RTC on the Task Force along with Commissioner Wormhoudt who was appointed in April 2004 as the Task Force Chair;
3. Direct staff to notify RTC representatives of their appointments to the Task Force; and,
4. Direct staff to organize and host the first Paratransit Coordination Task Force meeting to be held on Wednesday, May 19, 2004 from 3pm to 6pm in the ABC Room of the Santa Cruz Civic Auditorium.

Commissioner Kennedy seconded. It was decided by consensus that Commissioner Beautz would talk to Community Bridges regarding their appointment to the Task Force.

The motion passed unanimously.

Commissioners discussed Item 1, to review nominations and make RTC appointments to three positions on the Paratransit Coordination Task Force: one representing a skilled nursing/residential care facility, one from the medical community or senior housing development, and one consumer of paratransit and Item 3, to appoint one of the two

paratransit taxi operators as a member of the Task Force and appoint the other as an alternate.

Commissioner Norton nominated Kathleen Johnson to represent skilled nursing/residential care facilities. Commissioner Wormhoudt seconded and the motion carried unanimously.

Commissioner Wormhoudt nominated Roger McKowan to represent the medical community. Commissioner Reilly seconded and the motion carried unanimously.

Commissioner Pirie nominated Adam Tomaszewski to represent the users of paratransit services. Commissioner Wormhoudt seconded and the motion carried unanimously.

Commissioner Campos nominated Richard Camperud to represent taxi operators. Commissioner De La Paz seconded.

Commissioner Wormhoudt moved to amend the motion to have James Monroe, the new owner of Yellow Cab Company, serve as the alternate. The makers of the motion accepted the amendment and the motion passed unanimously.

Commissioner Spence asked that the legal counsel for the Metro be present at the first Task Force meeting to explain ADA requirements. Senior Planner Karena Pushnik said that the first meeting would be largely organizational but that the Task Force would be working with Metro's legal counsel for a presentation at the Task Force in the future.

31. FY 04-05 Congestion Mitigation and Air Quality (CMAQ) Funding and Evaluations for On-Going Programs

Deputy Director Pat Dellin said that Santa Cruz County is now considered an attainment area and not eligible for future CMAQ funding. She said that the Commission should assume that only 50% of the funding for FY04-05 would be forthcoming.

Commissioners discussed the list of projects recommended for funding.

Gine Johnson, Ecology Action and Santa Cruz Transportation Management Agency, reviewed the projects provide and invited the Commission to Bike Week activities. She said that evaluation reports for the Electric Bike Program and Bike to Work Day showed these programs had met all goals for the last fiscal year and had improved goals for next year.

Sandra Coley described some of the programs provided by the Pajaro Valley Transportation Management Agency including school programs, programs to entice new riders, a Commuter

Club program to not drive one day in five, and bike light and helmet distribution programs.

Commissioner Wormhoudt moved and Commissioner Pirie seconded to approve the staff recommendations to:

1. Review the attached evaluations for the:
 - a. Santa Cruz Area Transportation Management Association
 - b. Pajaro Valley Transportation Management Association
 - c. Electric Bike Subsidy Program
 - d. Bike to Work Day
 - e. Commute Solutions Rideshare Program
 - f. Don't Drive One in Five
2. Approve the use of CMAQ funds for:
 - a. Santa Cruz Area Transportation Management Association (\$31,000) and Pajaro Valley Transportation Management Association (\$30,000) with remaining half-year FY 04/05 CMAQ funds;
 - b. Commute Solutions (\$150,000 in FY 03/04 CMAQ funds transferred from Don't Drive One in Five in March 2004)
 - c. Bike to Work Day (\$40,000 in half-year FY 03/04 CMAQ funds transferred to Bike to Work Day, proposed in separate agenda item.)

The motion passed unanimously.

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

The Closed Session was cancelled.

33. Next Meetings/Adjournment

The next Transportation Policy Workshop is scheduled for Thursday, May 20, 2004 at 9:00 a.m. at the SCCRTC offices, 1523 Pacific Avenue, Santa Cruz, CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, June 3, 2004 at 9:00 a.m. at Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz CA 95060.

A public hearing on the Draft Expenditure Plan is scheduled for Thursday June 3, 2004 at the Board of Supervisors Chambers. An open house is scheduled for 7:00 p.m. and the public hearing will start at 7:30 p.m.

A public hearing on the Draft EIR for the Recreational Rail Project is tentatively scheduled for Thursday, June 17, 2004 at 6:00 p.m. at the Board of Supervisors Chambers.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

<u>Name</u>	<u>Representing</u>
Neil McElwee	
Charles Sanchez	Caltrans
Les White	SC Metro
Sandra Coley	PVMTA
Bill Comfort	
Mark Dettle	City of Santa Cruz
Spike Alper	CFST
Sue Renner	
Gine Johnson	Ecology Action / SCTMA
Eileen Goodwin	Apex Strategies
Ken Kannegaard	RMC
John Woelfel	HNTB Corporation
Mark Dettle	City of Santa Cruz

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, May 20, 2004
9:00 am
SCCRTC Conference Room
Santa Cruz, CA 95060

Members Present:	Jan Beautz	Richard De La Paz
	Scott Kennedy	Randy Johnson
	Mike Keogh	Dennis Norton
	Emily Reilly	Edenilson Quintanilla (Alt)
	Pat Spence	Mark Stone
	Mardi Wormhoudt	David Murray (ex-officio) (Alt.)
	Ellen Pirie	

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

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

Add-on pages to Item 6 were identified as 6-3 through 6-10.

Deputy Director Pat Dellin announced that the initial meeting of the Paratransit Task Force was held yesterday and went well. She thanked Commissioner Wormhoudt for chairing the meeting and the other Commissioners and staff who had participated.

4. Accepted Minutes of the April 15, 2004 TPW Meeting (Kennedy/Quintanilla)

Commissioner Pirie abstained from voting on the minutes.

5. Accept Status Report on Highway 1 Projects

Deputy Director Pat Dellin said that there will be a quarterly progress report at the June Regional Transportation Commission meeting, that design build legislation is working its way through the legislature, and that the Highway Construction Authority (HCA) budget is

included in the Transportation Policy Workshop packet. She said the budget would be amended when HCA staff is on board.

6. Accept Report on California Transportation Commission Hearings on the 2004 State Transportation Improvement Plan (STIP)

Deputy Director Pat Dellin said that the Commission had accepted the Regional Transportation Improvement Program (RTIP) at its April 2004 meeting and it was now before the California Transportation Commission (CTC). She reviewed the status of both the Highway 1/17 Merge Lanes Project and the MetroBase project in this context.

Ms. Dellin said that because the state had borrowed transportation money for the general fund to deal with the budget crisis, the chance of getting State Transportation Improvement Program (STIP) funding for the 1/17-project for next fiscal year was very slim. Also, according to current CTC criteria, the project would probably not be funded until FY07-08. She said that using GARVEE bonds would allow the project to go to construction right away and spread repayment out over several years, thereby freeing up STIP money for other projects including funding the MetroBase.

Deputy Director Dellin reviewed how the MetroBase had dropped out of the STIP due to its site change and the CTC's "use it or lose it" provisions. She mentioned that in addition to the state borrowing transportation dollars during the last several lean years, a couple of years ago when the economy was booming, the state had given other counties more than their share of STIP funds and now the CTC doesn't want to reprogram or "unfund" these projects even though many of them are not ready to be implemented, as the Hwy 1/17 and MetroBase projects are. Ms. Dellin said that during the 7-8 months until the STIP is adopted and GARVEE bonds are determined, staff will be working on getting an equitable share of STIP funding for our county.

In response to a question from Commissioner Beautz, Ms. Dellin said that there are many projects in the Regional Transportation Improvement Program (RTIP), including the rail right-of-way, road improvements, Amesti Road and others that were all in the 2004 STIP and were simply carried over. She said that the MetroBase project had been deprogrammed by the CTC and is now considered a new project by the CTC, even though it has been an on-going project locally.

Commissioner Keogh took issue with staff and said that there was a gross error in the RTIP submitted to the CTC and that staff did not follow direction and send what the Commission had approved at its April 1, 2004 RTC meeting. He said that the RTIP did not reflect the project being funded in FY04-05 or AB3090 reimbursement, as the Commission had approved. Mr. Keogh distributed a copy of Attachment 4 of Item 29 from the April meeting with handwritten notes to illustrate his position.

Director Dellin said that staff had followed direction and asked that copies of what was actually submitted to the CTC, which included changes to Attachment 4 that were made by the Commission at the April meeting, be made and distributed. She said that everyone is

working to get funding returned for the MetroBase project, but that the CTC had rules beyond the scope of the SCCRTC's authority.

A discussion ensued regarding whether Commissioner Keogh's motion had been followed regarding AB3090 reimbursement for the MetroBase.

Chair Johnson said that seeing information for the first time at a meeting without time to reflect on it made discussion difficult and that it would better serve the Commission if items that needed discussion were presented to the Commission in advance of the meeting so that intelligent discourse could be supported with facts.

Commissioner Pirie suggested putting an item on the June Regional Transportation Commission meeting agenda to deal with the issue.

Commissioner Kennedy agreed with Commissioner Johnson that information for discussion should be provided to Commissioners prior to meetings and made a motion to continue the item to the June Commission meeting. Commissioner Wormhoudt seconded and the motion passed unanimously.

7. Accept Updates to the Transportation Sales Tax Measure Financial Plan

Deputy Director Pat Dellin reviewed updates on the *Financial Plan* for the Transportation Sales Tax Measure to fund the Highway 1 Widening/HOV and other projects. She said that the original plan had been revised so that local jurisdictions would receive their percentage share of revenue each year instead of having to wait until the widening project was completed and that agencies could use financial tools to deliver projects in a timely fashion. Ms. Dellin said that one of the assumptions was that the Highway Construction Authority (HCA) would bond to deliver the widening project as soon as feasible and that this financing convention allows the HCA to use City/County distributions as part of the security for the Highway 1 bonds. She said that this would not impact the annual distribution of funds to city or the county projects unless tax revenue dropped 30-40%, which is highly unlikely.

Pat Busch, Assistant CAO, answered questions regarding specifics of the revised *Financial Plan* and the bonding mechanisms.

Commissioner Wormhoudt asked if the up front financing was just for the first phase of the project and, if so, when would the second phase be financed. Mr. Busch said that under this revised plan, the first phase of the widening project would be funded along the original Caltrans Project Study Report (PSR) schedule and the second phase, from south of State Park Drive to San Andreas Road, would be funded when the money was available at the back end of the sales tax measure.

Commissioner Wormhoudt asked in what year construction of Phase II would take place. Mr. Busch replied that assuming the conservative 1% growth estimate, funds would be accumulated in the 25th year of the measure.

Commissioners discussed this concept and the impact it would have on the public. Commissioner Pirie expressed surprise and said it was the first time she had heard that the part of the project in her district would be built so many years later.

Senior Planner Kim Shultz clarified that the notion of the two phases was born from the concept that there was a PSR for the first phase. In actuality, once construction analysis and a building plan were done, many considerations and criteria would affect the actual construction timeline and sequencing. He said that one option was to build all the structures first before the lanes were widened. Therefore, it is not necessarily a fact that the second section of the project would not be started until 25 years into the sales tax measure.

Mr. Busch explained that the sales tax estimates were conservative at 1% assumed for real growth as were the estimates for federal funding. He said that the last 20 years shows a 1 to 2% growth rate. He said that this was a big project for our sales tax base and that it was assumed that bonding would not begin until FY09-10.

SCCRTC consultant Eileen Goodwin, Apex Strategies, said that the Expenditure Plan shows that all the projects listed could be funded, but it does not dictate how they would be functionally delivered. It was noted that having local funds could leverage more state and federal funds and that the HCA could be flexible without touching the 36% designated for other projects. Ms. Goodwin said there may be other things the HCA could do like build the south to north lane first or vice-versa.

Commissioner Wormhoudt cautioned that voters should know that no matter how the funding is divided up, something is going to have to wait and that the Commission needs to inform the public in good faith.

Commissioners discussed the assumptions used to calculate the financial analysis and questioned if the growth rate was too conservative, noting that while it was not a good idea to over promise revenues, it was also not productive to erode support for the tax measure by underestimating the economic forecast. It was confirmed that the percentages for the local jurisdictions would remain constant but that actual revenue could fluctuate due to population changes and the amount of tax revenue generated in any given year.

Bill Comfort said that the plan produced on 6/5/03 which was based on accelerated building plan showed the second phase being built much earlier because 90% of the sales tax revenues went to the widening and other projects waited until the highway was completed. He questioned whether the revised plan weakened support for the highway.

Deputy Director Dellin clarified that the Expenditure Plan Subcommittee had worked with Pat Busch in formulating the revised *Financial Plan* over the course of several meetings.

Commissioner Beautz said that if historically growth in Santa Cruz County was 1.5 - 2 % it might be a good idea to reconfigure the analysis. Ms. Beautz moved to approve the staff recommendations that the Regional Transportation Commission review and accept updates on the *Financial Plan* for the Transportation Sales Tax Measure to fund the Highway 1/HOV Lane Widening and other projects and ask Mr. Busch to come back with a report

using 1.25% and 1.5% growth figures and to see if with new numbers it would be possible to use an accelerated schedule with Caltrans.

Commissioners discussed whether an accelerated schedule was ever presented and approved by the Commission and, if so, did it include the design/build option.

Commissioner Beautz restated the motion to have Mr. Busch return with a plan using the two growth rate assumptions listed above and to also include an accelerated schedule. Commissioner De La Paz seconded.

Commissioner Beautz asked Mr. Busch if he could have the information in time for the June 3rd Regional Transportation Commission meeting and he said he could.

Commissioners agreed that it might take two or three meetings to review the plan and that they wanted to be sure that all the assumptions were realistic. Commissioner Pirie noted that the bonding costs for the second phase had not been included in the calculations.

The motion passed unanimously.

8. Review Draft Ballot Language

Deputy Director Pat Dellin said that both the Expenditure Plan and Ordinance would be included in the *County Voter's Information Pamphlet*.

Commissioner Beautz suggested to poll for the ballot language. Commissioners agreed the ballot language needed more work and agreed to send suggestions to staff in the next few days.

Commissioner Beautz moved and Commissioner Wormhoudt seconded to let the Expenditure Plan Subcommittee work on the ballot language with input from Commissioners.

Deputy Director Dellin referred to the constrained timeline saying that the Board of Supervisors had to put the final expenditure plan on the ballot in August. Commissioner Beautz suggested that the Board of Supervisors consider the final expenditure plan in late June. She said she expected the RTC to need to finalize its work on the expenditure plan at the June TPW meeting, after it hears public comment at the June 3rd evening public hearing.

The motion passed unanimously.

9. Approve Using Federal Earmark Funds for Completion of the Phase II Environmental Assessment of the Santa Cruz County Branch Rail Line

Deputy Director Pat Dellin responded to a question from Commissioner Pirie, by saying that it was important to approve using the federal earmark funds now so that the Phase II Environmental Site Assessment can proceed as soon as right-of way is secured.

Commissioner Wormhoudt moved to approve the staff recommendations that the Regional Transportation Commission authorize using the Santa Cruz Brach Rail Line Acquisition Federal Earmark funds for the completion of the Phase II Environmental Site Assessment. Commissioner Kennedy seconded.

Neil McElwee asked how the Commission could move forward without first obtaining the right-of-way and making sure the business plan wasn't full of holes.

Commissioner Beautz said the business plan was late and asked if discussion of the business plan was a closed session item

SCCRTC consultant Kirk Trost, Miller, Owen & Trost, said the business plan was on schedule and that it would be discussed in Closed Session. County Counsel Rahn Garcia said he would discuss in Closed Session whether or not discussion of the business plan was appropriate for closed session.

The motion passed unanimously.

10. Approve Release of the Draft Environmental Impact Report (EIR) for the Recreation Rail Project

Commissioner Kennedy moved and Commissioner Reilly seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Release the Draft Environmental Impact Report (EIR) for Recreational Rail service between Capitola and Aptos with an extension to Seascape for a 45-day review period with comments due by noon July 6;
2. Hold a noticed evening public hearing, if desired, to receive comments on the draft EIR on June 17 starting at 6:00 pm; and
3. Return to the August Regional Transportation Commission meeting if it appears a contract budget amendment is needed to respond to comments and complete the Final EIR.

Commissioner Beautz asked to extend the comment period from 45 days to 60, since the vacation season was approaching, and that the comment period begin June 17th.

Commissioner Wormhoudt moved to amend the motion to include a 60 day comment period that started immediately upon the Commission's approval to release the document at the Transportation Policy Workshop meeting.

Commissioner Beautz asked that reference materials be put on the website and Deputy Director Dellin said it could be done within the next week. Ms. Beautz also requested that the public hearing be held at 7:00 P.M. rather than 6:00 P.M.

Commissioner Kennedy approved the amendments as long as the timeline was not adversely affected.

Commissioner Spence asked for the motion to be repeated.

Director Dellin said that the motion included the staff recommendations listed above, with the change that the review period was for 60 days commencing today with comments due from the public by noon on 7/21/04, that references would be put on the website and that a public hearing be held on 6/17/04 at 7:00 p.m. at the County Board of Supervisors Chambers.

The motion passed unanimously.

The meeting adjourned into Closed Session at 11:15 a.m.

CLOSED SESSION

11. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line

- Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport
- Agency Negotiator: Kirk Trost, Miller, Owen & Trost
- Negotiation Parties: SCCRTC, Union Pacific
- Under Negotiation: All terms

OPEN SESSION

12. Next Meetings / Adjournment

The next regular RTC meeting will be held Thursday, June 3, 2004 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean St., Santa Cruz, CA 95060.

The next Transportation Policy Workshop will be held Thursday, June 17, 2004 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

A public hearing on the Draft Expenditure Plan is scheduled for Thursday June 3, 2004 at 7:30 p.m., with an Open House from 7:00 p.m. to 7:30 p.m., at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

A public hearing on the Draft EIR for the Recreational Rail Project is scheduled for Thursday, June 17, 2004 at 7:00 p.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

Gini Pineda, Secretary

ATTENDEES

Bill Comfort	
Les White	SCMTD
Gine Johnson	Ecology Action
John Presleigh	County Department of Public Works
Neil McElwee	
Ken Kannegaard	RMC Lonestar
Heather Boerner	Sentinel
Eileen Goodwin	Apex Strategies
Bob Scott	SCCRTC Consultant
Robert Jones	
Paul Elerick	CFST
Peter Scott	CFST
David Wright	Friends of Rail Trail
Rahn Garcia	County Counsel
Pat Busch	CAO Office
Kirk Trost	Miller, Owen & Trost

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 04-05

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize renewal of property insurance coverage with the Greenwich Insurance Company at a premium cost not to exceed \$36,000.

II. SUMMARY OF ISSUES

- The District carries property insurance on all its owned facilities and on leased facilities in accordance with lease agreements, as well as on building contents.
- The premium renewal for FY 04-05 is expected to be under \$36,000.

III. DISCUSSION

Saylor & Hill, the District's property insurance broker, is arranging for renewal of property insurance coverage with the Greenwich Insurance Company after obtaining competitive quotes. This is all risk coverage, excluding earthquake and flood, and includes buildings and contents, employee tools, telephone system, and other equipment, with a \$5,000 deductible. The District carries flood insurance on one location, 1200 River Street, under a separate policy. The Greenwich Insurance Company is rated A+ XV by Best. The renewal quote is expected to be under \$36,000, approximately 5% over last year's premium.

IV. FINANCIAL CONSIDERATIONS

The insurance cost is included in the FY 04-05 final budget.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
**SUBJECT: RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE
COVERAGE FOR FY 04-05**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize payment to the California Transit Insurance Pool (CalTIP) in the net amount of \$540,814 for participation in the FY 04-05 program.

II. SUMMARY OF ISSUES

- The District carries general liability and vehicle insurance through CalTIP, a pool of California public transit properties established in 1987.
- The renewal for FY 04-05 is in the amount of \$471,518 for liability insurance, including an additional \$10 million in excess coverage; and \$82,296 for vehicle physical damage insurance.
- With the use of rate offset reserve funds, the liability premium has been reduced to \$458,518.

III. DISCUSSION

The District has been a member of CalTIP since its inception in 1987. Each member agency has a representative on CalTIP's Board of Directors. Assistant General Manager Mark Dorfman is the District's representative. Coverage limits are \$20 million general and vehicular liability with a \$250,000 deductible per occurrence.

To reduce the premium for liability coverage to meet the budget amount, staff is using part of the amount held by CalTIP in the rate offset reserve funds. Therefore, the premium for FY 04-05 will be reduced from \$471,518 by \$13,000 to \$458,518.

Vehicle physical damage coverage is for actual cash value of the vehicle with a \$25,000 deductible on buses and a \$500 deductible on non-revenue vehicles. The premium for this coverage is \$82,296, an increase of 54% over FY 03-04.

Pool loss experience has been very good and until 2002, the net cost of this coverage has been very favorable to the District. In an effort to keep costs down, this year the CalTIP Board of Directors approved several mechanisms which have resulted in the FY 04-05 liability premiums decreasing slightly from the previous year. The liability coverage includes errors and omissions coverage.

IV. FINANCIAL CONSIDERATIONS

The insurance cost is included in the FY 04-05 final budget.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING A PRE-TAX PAYROLL DEDUCTION PLAN FOR SERVICE CREDIT PURCHASES BY DISTRICT EMPLOYEES ENROLLED IN THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the resolution authorizing a pre-tax payroll deduction plan for service credit purchases with CalPERS.

II. SUMMARY OF ISSUES

- District employees have the option of purchasing CalPERS service credit for various types of service including military service, Peace Corps or AmeriCorps (VISTA) service, and certain leaves of absence. Under new legislation, employees may now also purchase future service credit.
- If the Board adopts an authorizing resolution, employees may choose to purchase service credit with pre-tax dollars.
- The County of Santa Cruz, the District's payroll services contractor, offers this plan to County employees so the payroll process is already in place.

III. DISCUSSION

In 1996, CalPERS implemented a plan for employees to purchase service credits with pre-tax dollars. This plan has recently come to staff's attention. At the same time, an employee who was establishing a service credit purchase was told by CalPERS that the program was available to him if the employer had an authorizing resolution on file with CalPERS. Staff contacted the payroll staff at the County of Santa Cruz, who processes payroll for our District, including submitting all CalPERS reports. They indicated that the County offers this plan to County employees so the reporting process is already in place. The District may offer this plan to our employees by adopting the resolution using the exact language required by CalPERS (Attachment A).

IV. FINANCIAL CONSIDERATIONS

There is no cost to the District resulting from establishment of this program.

V. ATTACHMENTS

Attachment A: Resolution Authorizing a Pre-Tax Payroll Deduction Plan for Service Credit Purchases by District Employees Enrolled in the California Public Employees Retirement System

**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:

Employer Code: 1089

**EMPLOYER PICKUP RESOLUTION
PRE-TAX PAYROLL DEDUCTION PLAN
FOR SERVICE CREDIT PURCHASES
(CONTRIBUTION CODE 14)**

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) at the April 1996 meeting approved a pre-tax payroll deduction plan for service credit purchases under Internal Revenue Code (IRC) section 414(h)(2); and

WHEREAS, the Santa Cruz Metropolitan Transit District has the authority to implement the provisions of IRC section 414(h)(2) and has determined that even though implementation is not required by law, the tax benefit offered by this section should be provided to those employees who are members of CalPERS; and

WHEREAS, the Santa Cruz Metropolitan Transit District elects to participate in the pre-tax payroll deduction plan for all employees in the following CalPERS coverage group(s):

70003 (Local miscellaneous members)

NOW, THEREFORE BE IT RESOLVED:

- I. That the Santa Cruz Metropolitan Transit District will implement the provisions of IRC section 414(h)(2) by making employee contributions for service credit purchases pursuant to the California State Government Code on behalf of its employees who are members of CalPERS and who have made a binding irrevocable election to participate in the pre-tax payroll deduction plan. "Employee contributions" shall mean those contributions reported to CalPERS which are deducted from the salary of employees and are credited to individual employee accounts for service credit purchases, thereby resulting in tax deferral of employee contributions.
- II. That the contributions made by the Santa Cruz Metropolitan Transit District to CalPERS, although designated as employee contributions, are being paid by the Santa Cruz Metropolitan Transit District in lieu of contributions by the employees who are members of CalPERS.

- III. That the employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Santa Cruz Metropolitan Transit District to CalPERS.
- IV. That the Santa Cruz Metropolitan Transit District shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary, thereby resulting in tax deferral of employee contributions.
- V. That the effective date for commencement of the pre-tax payroll deduction plan cannot be any earlier than July 1, 1996, or the date the completed resolution is received and approved in CalPERS, whichever is later.
- VI. That the governing body of the Santa Cruz Metropolitan Transit District shall participate in and adhere to requirements and restrictions of the pre-tax payroll deduction plan by reporting pre-tax payroll deductions when authorized by CalPERS for those employees of the above stated Coverage Group(s) who have elected to participate in this plan.

PASSED AND ADOPTED by the governing body of the Santa Cruz Metropolitan Transit District this 25th day of June, 2004, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

APPROVED _____

EMILY REILLY
CHAIRPERSON

ATTEST _____

LESLIE R. WHITE
GENERAL MANAGER

APPROVED AS TO FORM:

MARGARET GALLAGHER
DISTRICT COUNSEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER AMENDING CONTRACT WITH VISION SERVICE PLAN

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Vision Service Plan to extend the term of the contract for two (2) additional years for employee vision care coverage with an 4.93% increase in the rates charged to the District.

II. SUMMARY OF ISSUES

- The District entered into a contract (#99-32) with Vision Service Plan for employee vision care coverage on August 1, 2000.
- At the option of the District, this contract may be renewed.
- Vision Service Plan has indicated that they are interested in extending the contract for an additional two-year term with a 4.93% increase in rates during the new effective period.

III. DISCUSSION

The District's current contract (#99-32) with Vision Service Plan for employee vision care coverage will expire on July 31, 2004. Vision Service Plan has provided good service under this contract for two years. An extension of the contract would be beneficial to the District. Section 4.01 of the contract allows the District the option to renew the contract. Vision Service Plan has also reviewed the contract and has indicated their desire to extend the contract for an additional two-year period with a 4.93% increase in rates during the new effective period. It is recommended that the Board of Directors authorize the General Manager to execute a second amendment to the contract with Vision Service Plan to extend the contract for two (2) additional years with a 4.93% increase in rates during the new effective period.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Human Resources budget for this amendment.

V. ATTACHMENTS

- Attachment A:** Letter from Vision Service Plan
Attachment B: Contract Amendment

May 10, 2004

Attachment 

Ms. Robyn Slater
SANTA CRUZ METROPOLITAN TRANSIT
DISTRICT
370 Encinal Street, #100
Santa Cruz, CA 95060

Dear Robyn:

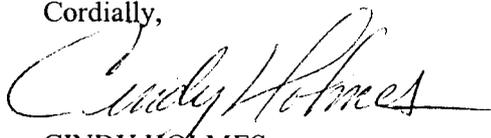
As you are a valued customer of Vision Service Plan (VSP), we hope you and your employees have enjoyed a positive outcome with all aspects of our services. We are pleased to offer you another period of quality coverage.

VSP has reviewed your program and developed rates based on the experience of your vision care program. These rates are outlined in the enclosed renewal exhibit. Many factors are considered when determining rates. These factors include utilization, claim frequency, retention and trends. Please feel welcome to call me should you have any questions. You can reach me at 1-800-852-7600 extension 480 1.

To renew your contract, please have the appropriate representative sign the bottom portion of this letter and return it to VSP in the enclosed envelope. File this letter with your VSP contract as it serves as your notice of renewal.

We appreciate your business and value our relationship with your organization.

Cordially,



CINDY HOLMES
Account Executive

RENEWAL NOTICE

Please sign and return this letter in the enclosed envelope or fax to 916-851-4834 to acknowledge acceptance of the renewal. VSP produces your Plan document upon receipt of your confirmation of renewal.

Group Name:	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Group Number:	12019717
Renewal Period:	August 1, 2004– July 31, 2006
Current Rate:	\$27.77 (family composite)
New Rate:	\$29.14 (family composite)

Authorized Group Representative Signature

Vision Service Plan is an Equal Opportunity and Affirmative Action Employer



SANTA CRUZ METRO TRANSIT DIST

RENEWAL EXHIBIT

12019717	Renewal Date:	August 1, 2004
Insured VSP Program	Renewal Contract Term:	24 Months
	Number Covered:	366
Average Claims Amount (ACA)	\$ 188.63	
Inflation (INF): Year 1	1.0%	
Year 2	0.5%	
Modifications to Benefit Allowances (MOD):	(\$0.05)	
Reserve Establishment for Incurred but not Reported Claims (RES):	0%	
Retention (RET)	16.0%	
Paid Frequency (PF)	128.00	Claims per 1,000 employees
Current Revenue per Member (REV/MBR):	\$ 27.80	

<u>Renewal Formula</u>																
ACA	x	(1 + INF)	+	MOD	x	PF	/	(1-RES)	/	(1-RET)	=	INDICATED RATE	/	REV/MBR	=	% INCREASE
\$188.63	x	1.015	+	(\$0.05)	x	0.128	/	1.00	/	0.840	=	\$29.17	/	\$27.80	=	4.9%

Service Profile

% of Patients Seeing In-Network Providers	97%
% of Patients Seeing Out-of-Network Providers:	3%

Service Percentages

Eye Examination Only:	34%
Receiving Materials:	66%
Single Vision Lenses:*	44%
Bifocal Lenses:*	41%
Trifocal Lenses:*	1%
Elective Contact Lenses *	14%
Frame:	82%

	Modifications	
	Current	Renewal
Wholesale Frame	\$45	\$46
Elective Contact Lenses	\$350	\$350
Examination, up to	\$45	\$45
Single Vision Lenses, up to	\$45	\$45
Bifocal Lenses, up to	\$65	\$65
Trifocal Lenses, up to	\$85	\$85
Frame, up to	\$45	\$47
Elective Contact Lenses, up to	\$350	\$130

* Equals 100% of claims with materials dispensed

Last Twelve Months ending: Feb-04

GRP/DIV/CT/GLVSP
G/D/C/B: 12019717 0001 ALL ALL
SANTA CRUZ METRO TRANSIT DIST
SANTA CRUZ METRO TRANS. DIST.
GRP STATE: CA DIV STATE: CA

CT/GT/URPT RISK / ALL / ALL
ORIGINAL DT 08/01/1995
EFFECTIVE DT 08/01/2002
REN/TRM DT 08/01/2004
GL VSP: CA

PERIOD	NBR COVERED	GROSS \$	RETENTION		NET \$	CLAIMS AMOUNT	GAIN/LOSS \$	PLR	AVG CLAIMS	AMT	NBR PAID	PD FRQ	REV/ MBR
MAR 02	371	9780	1565	16.0	8215	8559	344-	104	174.67		49	132	26.36
APR 02	361	9516	1523	16.0	7993	8761	768-	110	190.46		46	127	26.36
MAY 02	362	9542	1527	16.0	8016	6955	1060	87	158.08		44	122	26.36
JUN 02	363	9569	1531	16.0	8038	5443	2594	68	155.53		35	96	26.36
JUL 02	363	9569	1531	16.0	8038	14346	6308-	178	196.52		73	201	26.36
AUG 02	363	10079	1613	16.0	8466	8156	310	96	189.69		43	118	27.77
SEP 02	362	10081	1613	16.0	8468	8874	406-	105	206.37		43	119	27.85
OCT 02	362	10081	1613	16.0	8468	10989	2521-	130	215.47		51	141	27.85
NOV 02	347	9636	1542	16.0	8094	6549	1545	81	163.72		40	115	27.77
DEC 02	359	9969	1595	16.0	8374	8128	247	97	198.24		41	114	27.77
JAN 03	358	9942	1591	16.0	8351	8477	126-	102	211.92		40	112	27.77
FEB 03	358	9942	1591	16.0	8351	8509	158-	102	202.61		42	117	27.77
MAR 03	358	9942	1591	16.0	8351	8829	478-	106	200.65		44	123	27.77
APR 03	356	9886	1582	16.0	8304	11790	3486-	142	184.22		64	180	27.77
MAY 03	348	9720	1555	16.0	8164	7739	425	95	184.27		42	121	27.93
JUN 03	354	9831	1573	16.0	8258	9794	1536-	119	184.78		53	150	27.77
JUL 03	347	9636	1542	16.0	8094	7457	638	92	162.10		46	133	27.77
AUG 03	352	9858	1577	16.0	8281	9875	1594-	119	201.52		49	139	28.01
SEP 03	349	9692	1551	16.0	8141	7226	915	89	180.66		40	115	27.77
OCT 03	350	9720	1555	16.0	8164	10187	2023-	125	226.38		45	129	27.77
NOV 03	350	9720	1555	16.0	8164	6860	1304	84	185.41		37	106	27.77
DEC 03	347	9636	1542	16.0	8094	6536	1558	81	198.06		33	95	27.77
JAN 04	348	9664	1546	16.0	8118	8411	293-	104	200.26		42	121	27.77
FEB 04	348	9664	1546	16.0	8118	6589	1528	81	156.89		42	121	27.77
LTM	4207	116967	18715	16.0	98252	101293	3041-	103	188.63		537	128	27.80
L13-24	4329	117704	18833	16.0	98872	103747	4875-	105	189.67		547	126	27.19
ADJ	0	0	0	0.0	0	0	0	0	.00		0	0	0.00
cc	6716	186696	29871	16.0	156825	160975	4150-	103	192.32		837	125	27.80
YTD	696	19328	3092	16.0	16235	15000	1235	92	178.57		84	121	27.77

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SECOND AMENDMENT TO CONTRACT NO. 99-32
FOR EMPLOYEE VISION CARE COVERAGE**

This Second Amendment to Contract No. 99-32 for employee vision care coverage is made effective August 1, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Vision Service Plan (“Contractor”).

I. RECITALS

1.1 District and Contractor entered into a Contract for employee vision care coverage (“Contract”) on August 1, 2000.

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

1.3 Contractor requests a rate increase for the new contract period.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through July 31, 2006. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Article 5.01 is amended to include the following language:

Effective August 1, 2004 through July 31, 2006, District agrees to increase the current Revenue per Member rate from \$27.77 (family composite) to \$29.14(family composite).

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
VISION SERVICE PLAN

By _____
Cindy Holmes
Account Executive

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDER AWARD OF CONTRACT FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE COVERAGE.

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Cecy Insurance Services representing Standard Insurance Company to provide employee life and accidental death & dismemberment insurance coverage.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified group life and accidental death & dismemberment insurance firms.
- Three firms submitted proposals for the District's review.
- A nine-member evaluation committee comprised of District staff reviewed and evaluated the proposals according to the evaluation criteria contained in the request for proposals.
- District staff recommends that the Board authorize the General Manager to enter into a contract with Cecy Insurance Services representing Standard Insurance Company to provide employee life and accidental death & dismemberment insurance coverage.

III. DISCUSSION

The District provides to its employees life and accidental death & dismemberment insurance coverage. On April 9, 2004 District Request for Proposal No. 03-14, was mailed to eighteen large insurance firms and was legally advertised. On May 12, 2004, proposals were received and opened from three firms. A nine-member evaluation committee comprised of: Robyn Slater, Tom Stickel, Marilyn Fenn, Glenn Bartz, Manuel Martinez, Will Regan, Sandra Lipperd, Bonnie Morr, and Ronald Dean reviewed and evaluated the proposals.

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

Criteria
1. Quality of the submittals provided (monthly billing statements, administration manual, and ability to deliver insurance coverage).
2. Acceptance of District's Terms and Conditions
3. References
4. Cost/Price Proposal

Based on the above criteria, the selection committee recommends that the Board authorize the General Manager to enter into a contract with Cecy Insurance Services representing Standard Insurance Company to provide employee life and accidental death & dismemberment insurance coverage. It is important to note that the new contract reflects a 27.91% decrease from the current rate for basic life insurance coverage. There is no change in the rate for basic accidental death & dismemberment (AD&D) insurance coverage.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Human Resources budget for this contract. For the fiscal year 2003/2004, the budget for basic Life and AD&D insurance coverage was \$60,473.

V. ATTACHMENTS

Attachment A: Ranking of Firms

Attachment B: Contract with Cecy Insurance Services

NOTE: The RFP and its Exhibits and Addendums are available for review by the public at the Administration Office of METRO or online at www.scmttd.com

**List and Ranking of Insurance Firms
Responding to District RFP No. 03-14**

- 1. Cecy Insurance Services representing Standard Insurance Company, Capitola, California**
- 2. Driver Alliant Insurance Services representing Assurant Employee Benefits, Newport Beach, California**
- 3. Metropolitan Life Insurance Company, San Francisco, California**

**CONTRACT FOR EMPLOYEE LIFE AND
ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (03-14)**

THIS CONTRACT is made effective on August 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and Cecy Insurance Services representing Standard Insurance Company ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Employee Life and Accidental Death & Dismemberment Insurance

District has the need for Employee Life and Accidental Death & Dismemberment Insurance. In order to obtain insurance, the District issued a Request for Proposals, dated April 9, 2004, setting forth specifications for such insurance. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Employee Life and Accidental Death & Dismemberment Insurance and whose principal place of business is 820 Bay Ave, Capitola, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Life and Accidental Death & Dismemberment Insurance, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On June 25, 2004, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Employee Life and Accidental Death & Dismemberment Insurance described herein. This Contract is intended to fix the provisions of this insurance.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated April 9, 2004 including Addendum Number 1 dated April 19, 2004.

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

Contractor's Proposal to the District for Employee Life and Accidental Death & Dismemberment Insurance signed by Contractor and dated May 12, 2004.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued April 9, 2004.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued April 9, 2004.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence on August 1, 2004.

At the option of the District, this contract agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Cecy Insurance Services
820 Bay Ave
Suite 101
Capitola CA 95010
Attention: Brian Cecy, Owner

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CECY INSURANCE SERVICES

By _____
Brian Cecy
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

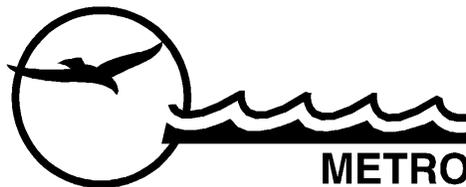
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP) for Employee Life and Accidental Death & Dismemberment Insurance

District RFP NO. 03-14

Date Issued: April 9, 2004

Proposal Deadline: 5:00 P.M., May 12, 2004



Contents of this RFP

- I. Instructions to Offerors
 - II. General Information Form
 - III. Specifications
 - IV. General Conditions
 - V. Contract/Agreement
 - VI. FTA Requirements for Non-Construction Contracts
 - VII. Protest Procedures
- Attachment A – Employer Paid Basic & Optional Supplemental Life/AD&D Volume
Attachment B – Employee/Retiree Profile
Attachment C – Schedule of Insurance & Benefits
Attachment D – Current Premium Rates & Five Year Experience

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

PART II

GENERAL INFORMATION FORM

EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

(To be completed by the offeror and placed at the front of your proposal)

Legal Name of Firm Date

Firm's Address

Telephone Number FAX Number

Type of Organization (Partnership, Corporation, etc.) Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

Signature of Authorized Principal

Name of Principal-in-Charge and Title

Name of Project Manager and Title

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

ACCEPTANCE OF RFP TERMS AND CONDITIONS.

I hereby accept all terms and conditions of this RFP including all addendum processed prior to the proposal due date:

Signature of Authorized Principal

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

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

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

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

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III
SPECIFICATIONS

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District ("District") is the sole public transit operator in Santa Cruz County with a fleet of 104 buses and operates 42 routes. Services are also operated for the District under contracts with private transportation companies. Its service area is the entire county, an area of 441 square miles, with a population estimate of over 254,538 (according to a 2001 estimate by the U.S. Census Bureau) The District was formed in 1968 and is a political subdivision of the State of California.

The District has an operating budget of \$32 million with approximately 57 retirees and 296 active employees with a payroll of over \$16 million dollars annually. Employees are divided into three major subdivisions, two of which are covered by collective bargaining agreements. The groups are as follows:

Management (nonunion)
Bus Operators (UTU Local 23)
Administrative/Maintenance (SEIU Local 415)

2. BACKGROUND INFORMATION

Administrative Offices:	370 Encinal Street, Suite 100 Santa Cruz, California 95060
Nature of Business:	Public Transportation
Current Insurance Carrier:	The Hartford
Coverage to Quote:	1) Basic Term Life and AD&D 2) Supplemental Term Life and AD&D
Commission:	No commissions
Proposed Effective Date:	August 1, 2004
Proposed Coverage/Benefits:	Match current plan coverage
Proposed Contract Term:	One or two-year contract with renewal options not to exceed a total of five years
Employer Paid Basic and Optional Supplemental Life/AD&D Volume:	See Attachment A
Employee/Retiree Profile:	See Attachment B
Schedule of Insurance & Benefits:	See Attachment C
Current Premium Rates & Five Year Experience:	See Attachment D

3. INTENT OF REQUEST FOR PROPOSAL

The District seeks proposals from qualified Life/AD&D Insurance providers to provide both basic employer paid employee/retiree term life insurance and accidental death and dismemberment insurance

plus supplemental employee paid term life and accidental death and dismemberment insurance coverage.

Pricing is requested on a one-year contract and optional pricing on a two-year contract. The contract period of performance will be for one or two years dependent upon the financial advantage to the District of either a one or two year contract. The District will retain the option to renew for up to three/four additional years not to exceed a total of five years from the initial contract together with all additional renewals. Fixed prices for the first one/two years for basic coverage will be established as part of the initial contract. Pricing for subsequent years will be negotiated based on the consumer price index; loss experience and/or enhancements in service.

4. FIRM’S QUALIFICATIONS

The District may investigate the qualifications of firms and require additional information to confirm representations made in proposals or seek other evidence of managerial, financial or technical capabilities needed for performance of the work. Such investigation shall include the right to check references not furnished by a firm in its response to this RFP. Submission of a proposal shall constitute authorization of the District to make all reasonable investigations necessary to evaluate' firm's qualifications.

The District will award a contract to the firm, which is most capable of performing the services described in the RFP, based upon the criteria as set fourth in item 5 below. Additionally, the selected firm must have adequate financial resources and references, which attest to the quality of the firm’s past work and its ability to deliver the desired insurance coverage. As part of the determination that the firm is responsible and capable of providing this service, any firm making a proposal to this RFP agrees to the following:

- A. Provide ninety (90) days written notice of proposed policy anniversary renewal rate changes.
- B. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees not actively at work on a new carrier’s policy effective date.
- C. Provide a list of at least three (3) clients in California who could be contacted as references (public agencies preferred).
- D. Provide for a sixty (60) day written notice by policyholder to cancel policy.
- E. Provide a description or samples of monthly billing statements and administration manual.
- F. Allow for the effective dates of coverage for new employees to be determined as a result of union agreements with the District.

5. PROPOSAL EVALUATION PROCESS AND SCORING MODEL

A District Evaluation Committee will perform the overall evaluation process. The evaluation criteria will be the sole basis for determining the acceptability of proposals. The proposal should be specific and complete in every detail. Brief telephone interviews using a standardized questionnaire format may be conducted at the discretion of the Evaluation Committee of those firms selected as finalist by the selection panel.

Evaluation Criteria	Column 1 Criterion Weight	Column 2 Rating (1-10)	Column 3 Weighted Rating (col.1 x col.2)
1. Quality of the submittals provided (monthly billing statements, administration manual, and ability to deliver insurance coverage).	3.0		
2. Acceptance of District’s Terms and Conditions	2.0		
3. References	3.0		
4. Cost/Price Proposal	4.0		

6. TYPE OF CONTRACT AWARDED

The District intends to enter into a fixed price contract with a firm for the insurance coverage/ services described above. The contract term should be for a one or two-year period. Pricing for subsequent years, should the District elect to exercise the option of renewing the contract for additional periods, not to exceed a combined total of five years, will be negotiated.

The District's Board of Directors is expected to award a contract on July 23, 2004. The contract term would begin August 1, 2004.

7. MINIMUM PROPOSAL REQUIREMENTS

All proposals shall be in the format prescribed below. In order to insure that each proposal is reviewed and scored properly, it is important that each firm follow the format with care. Proposals should be as brief and concise as possible. Each firm, in responding to this RFP, should provide monthly quotes for Basic Life and Basic AD&D PLUS Supplemental Life and Supplemental AD&D. Failure of the proposer to meet minimum proposal requirements may result in rejection of the submitted proposal.

1. Cover Letter
2. Qualifications of the Firm and Staff
3. Highlights of Insurance Program offered
4. Firm's quotes/prices
5. Required Proposal Documents
6. Acknowledgement of any addenda
7. List any exception to District terms and conditions

8. PROPOSAL SUBMISSION

A complete submittal will consist of one signed original and five (5) copies of the proposal documents. All submittals must be received at the reception desk of the District's Purchasing office at the address provided below no later than 5:00 p.m. on May 12, 2004. PROPOSALS RECEIVED AFTER THAT EXACT TIME WILL NOT BE CONSIDERED. Proposal packages must be sealed and marked as follows:

"RFP No. 03-14 Employee Life and AD&D Insurance"

Send proposal packages to: **Santa Cruz Metropolitan Transit District
Purchasing Office
120 DuBois Street
Santa Cruz, CA 95060**

9. ADDITIONAL INFORMATION AND CHANGES

The Purchasing Office will respond to written questions relating to this procurement. Questions of a substantive nature may be faxed to the attention of Lloyd Longnecker, District Buyer, at (831) 426-0199 or emailed to llongnec@scmtd.com. No oral modification of this RFP shall be valid. Any modifications shall be by written RFP addendum and issued by the Purchasing Office.

10. CONFIDENTIAL DATA

Firm shall clearly mark each page of its proposal that contains trade secrets or other confidential commercial or financial information that the firm believes should not be disclosed outside the District. No part of any proposal will be disclosed outside the District prior to contract award. All documents submitted as part of the proposal become property of the District.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (03-14)

THIS CONTRACT is made effective on August 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Employee Life and Accidental Death & Dismemberment Insurance

District has the need for Employee Life and Accidental Death & Dismemberment Insurance. In order to obtain insurance, the District issued a Request for Proposals, dated April 9, 2004, setting forth specifications for such insurance. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Employee Life and Accidental Death & Dismemberment Insurance and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Life and Accidental Death & Dismemberment Insurance, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Employee Life and Accidental Death & Dismemberment Insurance described herein. This Contract is intended to fix the provisions of this insurance.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated April 9, 2004

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

Contractor's Proposal to the District for Employee Life and Accidental Death & Dismemberment Insurance, signed by Contractor and dated May 12, 2004.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued April 9, 2004.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued April 9, 2004.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security

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

9.5 Subcontracts

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

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts) If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this Request for Proposal (RFP) package must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five

(5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839

(Report accurate as of 3/31/04)

ACTIVE EMPLOYEES																
AGE	BASIC						SUPPLEMENTAL AD&D									
	LIFE 25,000		LIFE 50,000		AD&D 50,000		AD&D 10,000		AD&D 50,000		AD&D 75,000		AD&D 100,00		AD&D 150,000	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
UNDER 40	32	16	3	0	35	16	0	0	2	2	0	0	0	0	2	1
40-44	36	14	0	1	36	15	0	0	0	0	0	1	1	0	1	2
45-49	42	13	1	0	43	13	0	0	2	0	0	0	0	0	1	0
50-54	47	18	3	3	50	21	0	0	0	0	0	0	3	0	0	1
55-59	34	16	2	1	36	17	0	0	0	0	1	0	0	0	0	0
60-64	6	4	0	0	6	4	0	0	0	0	0	0	0	0	0	0
65-69	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OVER 70	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0

RETIREES		
AGE	BASIC	
	LIFE 25,000	
	M	F
50-54	10	1
55-59	17	10
60-64	10	7

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
12/30/33	F		05/12/39	M
02/07/34	M		08/15/39	F
05/15/39	F		12/25/39	M
01/03/40	F		01/08/40	M
06/03/40	M		10/30/40	M
07/11/41	M		01/08/41	F
05/31/42	M		01/14/41	F
06/18/42	F		03/06/41	M
12/17/42	M		05/03/41	M
01/08/43	F		06/27/41	F
03/16/43	M		10/10/42	F
03/27/43	M		12/11/42	M
06/18/44	M		03/10/43	F
08/21/44	M		04/26/43	M
12/07/44	M		07/12/43	M
01/05/45	M		08/28/43	F
03/06/45	M		11/23/43	M
03/23/45	F		11/26/44	M
04/16/45	M		08/07/45	M
05/02/45	M		12/09/45	M
05/09/45	M		12/10/45	F
12/22/45	F		12/29/45	F
03/18/46	F		01/19/46	F
03/29/46	F		03/29/46	M
06/12/46	M		05/21/46	M
08/06/46	F		05/25/46	M
08/07/46	M		08/05/46	M
11/03/46	M		09/26/46	F
12/14/46	F		11/02/46	F
02/15/47	F		11/27/46	M
03/08/47	M		11/29/46	F
03/13/47	M		03/16/47	M
05/09/47	M		06/03/47	M
05/12/47	F		12/18/47	F
05/27/47	M		01/01/48	F
06/05/47	M		03/25/48	M
07/09/47	F		05/05/48	F
07/23/47	M		06/30/48	M
08/04/47	M		12/28/48	M
08/12/47	M		01/22/49	M
09/02/47	M		01/31/49	M
09/27/47	F		02/02/49	M
10/06/47	M		02/25/49	F
12/14/47	M		03/14/49	M
12/26/47	M		07/13/49	M
01/12/48	F		09/22/49	M
02/10/48	M		05/30/50	M
02/10/48	M		06/08/50	M
02/24/48	M		08/24/50	M
03/14/48	M		11/19/50	M

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
05/25/48	F		03/01/51	M
05/28/48	M		03/19/51	M
06/14/48	M		03/01/52	M
08/14/48	M		11/22/52	M
09/06/48	M		01/29/53	F
09/06/48	F			
09/19/48	M			
10/27/48	M			
11/16/48	F			
12/20/48	F			
01/19/49	M			
03/02/49	F			
03/19/49	M			
04/03/49	F			
04/08/49	M			
05/23/49	M			
06/10/49	M			
06/27/49	M			
06/27/49	M			
08/07/49	F			
10/02/49	F			
11/01/49	M			
11/19/49	M			
12/16/49	M			
01/21/50	M			
01/21/50	M			
02/23/50	M			
04/25/50	M			
06/22/50	F			
08/18/50	M			
08/23/50	F			
09/24/50	M			
09/24/50	M			
10/14/50	M			
10/14/50	M			
10/20/50	M			
10/31/50	M			
11/13/50	M			
12/03/50	M			
12/26/50	F			
01/04/51	M			
02/09/51	F			
04/15/51	M			
05/29/51	M			
05/31/51	M			
06/15/51	M			
07/10/51	F			
07/16/51	M			
09/26/51	F			
11/08/51	M			

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
12/04/51	M			
12/09/51	M			
12/23/51	F			
01/08/52	M			
01/19/52	M			
03/12/52	M			
03/21/52	M			
04/02/52	M			
04/03/52	M			
05/01/52	F			
06/26/52	F			
09/10/52	M			
09/29/52	F			
10/14/52	M			
10/21/52	M			
11/02/52	F			
12/07/52	M			
01/11/53	M			
01/24/53	M			
01/29/53	M			
02/21/53	M			
03/07/53	M			
04/06/53	M			
08/12/53	F			
08/18/53	M			
09/11/53	M			
09/14/53	M			
09/15/53	F			
12/20/53	F			
01/01/54	F			
01/21/54	F			
02/09/54	F			
03/08/54	M			
03/16/54	F			
03/21/54	F			
04/13/54	M			
05/11/54	M			
05/25/54	F			
06/03/54	F			
07/12/54	F			
07/12/54	M			
07/19/54	M			
08/02/54	M			
08/08/54	F			
10/21/54	F			
12/20/54	M			
12/23/54	M			
01/30/55	M			
02/17/55	M			
03/22/55	M			

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
05/03/55	M			
05/24/55	M			
05/25/55	M			
06/18/55	M			
07/07/55	M			
07/16/55	M			
08/05/55	M			
09/30/55	M			
10/01/55	M			
11/02/55	M			
11/15/55	F			
12/25/55	M			
01/16/56	F			
01/21/56	M			
03/09/56	M			
05/10/56	M			
06/15/56	M			
08/05/56	M			
10/29/56	M			
11/02/56	F			
11/11/56	F			
11/24/56	M			
02/12/57	M			
04/27/57	M			
06/07/57	F			
06/08/57	M			
06/20/57	M			
07/09/57	M			
07/25/57	M			
09/14/57	M			
09/24/57	F			
10/03/57	M			
11/21/57	M			
12/02/57	M			
04/16/58	F			
06/03/58	M			
06/07/58	M			
10/06/58	M			
10/27/58	F			
01/07/59	M			
02/23/59	M			
04/04/59	M			
05/19/59	M			
08/12/59	F			
08/30/59	M			
09/01/59	M			
10/10/59	M			
10/13/59	M			
10/15/59	M			
11/13/59	M			

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
12/03/59	M			
01/14/60	M			
02/03/60	M			
02/09/60	M			
02/25/60	M			
03/15/60	M			
03/31/60	F			
04/07/60	M			
04/18/60	M			
04/20/60	F			
05/16/60	M			
05/21/60	M			
06/27/60	M			
08/29/60	M			
09/09/60	M			
09/22/60	F			
10/13/60	M			
12/09/60	M			
04/24/61	M			
06/11/61	M			
06/11/61	M			
06/24/61	F			
07/14/61	F			
08/12/61	M			
08/29/61	M			
09/14/61	M			
11/20/61	M			
12/05/61	M			
03/01/62	M			
03/21/62	F			
04/25/62	F			
05/09/62	M			
06/10/62	M			
08/10/62	F			
08/13/62	M			
09/29/62	F			
12/03/62	F			
01/08/63	M			
02/09/63	F			
03/29/63	F			
06/09/63	F			
07/02/63	F			
03/13/64	M			
05/18/64	M			
07/02/64	M			
07/26/64	M			
09/03/64	M			
12/25/64	F			
01/03/65	M			
02/21/65	M			

ACTIVE EMPLOYEES			RETIREES	
DOB	GENDER		DOB	GENDER
03/31/65	M			
07/30/65	F			
08/30/65	F			
10/21/65	M			
03/30/66	F			
04/03/66	M			
05/28/66	F			
10/29/66	F			
12/16/66	F			
03/04/67	M			
06/23/67	M			
10/12/67	F			
11/25/67	F			
01/17/68	M			
01/29/68	F			
01/31/68	M			
03/07/68	M			
08/15/68	F			
12/25/68	M			
12/29/68	M			
05/08/69	M			
07/13/69	M			
05/20/70	F			
09/22/70	M			
04/24/71	M			
05/13/71	M			
11/24/71	F			
09/22/72	M			
07/25/73	M			
04/20/74	F			
07/31/74	M			
08/25/74	M			
09/11/74	M			
08/23/75	M			
10/13/75	M			
03/11/76	M			
08/07/77	M			
09/30/78	F			
02/15/79	M			
03/09/79	M			
11/01/79	F			
02/09/80	M			
07/09/80	M			
11/29/80	M			



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Request for Proposals (RFP) for Employee Life and
Accidental Death & Dismemberment Insurance**

District RFP NO. 03-14

Date Issued: April 9, 2004

Proposal Deadline: 5:00 P.M., May 12, 2004



ATTACHMENT C

SCHEDULE OF INSURANCE & BENEFITS

ATTACHMENT C

SCHEDULE OF INSURANCE

The Policyholder: SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

Eligible Class(es): All Active Full-Time Employees as follows:

<u>Class</u>	<u>Description</u>
1.	Management Employees who are not subject to a Collective Bargaining Agreement.
2.	Bus Operators who are subject to a Collective Bargaining Agreement with UTU Local 23 .
3.	Administrative and Maintenance Employees who are subject to a Collective Bargaining Agreement with SEIU Local 415.

The Eligibility Waiting Period is the number of continuous days of service during which you must be an Active Full-time Employee in a class eligible for insurance before you become eligible for coverage. It is as follows:

- (1) If you **are** working for the Employer on the Plan Effective Date - None.
- (2) **If you** start working for the Employer after the Plan Effective Date -
With respect to Classes 1 and 3 - The first day of the first complete two week pay period.
With respect to Class 2 - 7 days following the date you enroll.

With respect to Basic Life Insurance coverage, you do not contribute toward the Plan's cost.

With respect to Supplemental Life Insurance coverage, you must contribute toward the Plan's **cost**.

With respect to Accidental Death, Dismemberment and Loss of Sight coverage, you do not contribute toward the Plan's cost.

**SCHEDULE OF INSURANCE
LIFE INSURANCE BENEFIT
EMPLOYEE ONLY**

Amount of Basic Life Insurance

<u>Class</u>	<u>Amount</u>
1	\$50,000
2 and 3	\$25,000

Amount of Supplemental
Life Insurance

An amount in increments of \$10,000, subject to a minimum of \$10,000 and a maximum of \$70,000*.

***MEDICAL EVIDENCE**

Up to an additional \$80,000 of Supplemental Life Insurance is available to you only if you furnish evidence of your good health

If the evidence is approved

you will receive a letter stating that the amount indicated on the line entitled "Life insurance Amount Applied For" of your Personal Health Statement, has been approved. This rule will also apply each time you become eligible for an increase in your insurance.

As used in this Booklet-certificate, Amount of Life Insurance shall include both your Amount of Basic Life Insurance and your Amount of Supplemental Life Insurance.

**ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFIT
EMPLOYEE ONLY**

Maximum Benefit

<u>Class</u>	<u>Amount</u>
1	\$50,000
2 and 3	\$50,000

The Conversion Privilege and Waiver of Premium Provision(s) will not apply to Accidental Death, Dismemberment and Loss of Sight Benefits, **but** may apply to Life Insurance.

SCHEDULE OF INSURANCE

REDUCTION IN AMOUNT OF LIFE INSURANCE DUE TO AGE

On the Policy Anniversary Date which occurs on or next follows the date you attain age 70, your Maximum Benefit shown in the preceding table will be reduced by 50%.

ADDITIONAL PROVISIONS

Do coverage amounts change if there is a change in your class, your Earnings or in the plan?

Changes in coverage, including any which result in any type of **decrease** and/or limitation in coverage, due to a change in:

- (1) class;
- (2) the Schedule of Insurance or the Booklet-certificate,

will become effective on the date of such change, except that any increase in coverage will be subject to the Deferred Effective Date provision.

may modify, amend, or **change** the provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate at any time with the consent of the Employer.

Consent of any participant or any other person referred to in this Booklet-certificate shall not be required to amend or change the Schedule of Insurance or this Booklet-certificate.

SCHEDULE OF INSURANCE

The following provision is included to bring your Booklet-certificate into conformity with California state law.

Continuation of Insurance During a Labor Dispute

This section shall apply to all employees insured under the Group Insurance Policy who cease active work with the Employer as the result of a labor dispute.

In the event that your insurance described in the Booklet-certificate terminates in accordance with the provisions described in the Booklet-certificate, due to a cessation of active work as the result of a labor dispute, your insurance shall be continued during such dispute, subject to the following paragraph.

Your insurance continued in accordance with this section shall terminate on the earliest to occur of the following dates:

- (1) the date you fail to make timely payment to the Employer of the required contribution necessary for the continuation of insurance;
- (2) the date on which less than 75% of the employees whose insurance is continued in accordance with this provision, fail to make timely payment to the Employer of the required contribution necessary for the continuation of their insurance;
- (3) the date the Employer fails to make timely payment of the premium required for the continuation of your insurance;
- (4) the end of the six month period following the date the labor dispute commenced;
- (5) the date the labor dispute ceases.

SCHEDULE OF INSURANCE

CONTINUATION OF COVERAGE AFTER RETIREMENT

If you retire after having been covered as an Active Full-Time Bus Operator who was subject to a Collective Bargaining Agreement with UTU Local 23, or an Administrative or Maintenance Employee who was subject to a Collective Bargaining Agreement with SEIU Local 415, your Basic Life Insurance may be continued as indicated below:

1. Definition of a Retired Employee
An employee of the Employer who:
 - (a) is at least age 50;
 - (b) has completed at least 10 years of active full-time service; and
 - (c) has retired under the provisions of PERS.The Deferred Effective Date provision will not apply to a Retired Employee.
2. Amount of Life Insurance \$25,000
3. Termination of Insurance
Your Retiree Coverage will terminate on the earliest to occur of the following dates:
 - (a) the date on which the policy is terminated;
 - (b) the premium due date on which the Employer fails to pay the required premium for the Retired Employee;
 - (c) the last day of the period for which premium contribution has been made, if the Retired Employee, while within a class of persons eligible for insurance, fails to make any premium contribution which may be required for his insurance; or
 - (d) the date you attain age 65.
4. The section entitled "Waiver of Premium" appearing in the Benefits section shall not apply to a Retired Employee.
The Accelerated Death Benefit will not apply to a Retired Employee.
Supplemental Life Insurance and Accidental Death, Dismemberment and Loss of Sight Benefits will not apply to a Retired Employee.

DEFINITIONS

The terms **listed, if** used within this Booklet-certificate, will have these meanings:

Active Full-Time Employee -- An employee, including corporate officers, partners and proprietors, who works for the Employer on a regular basis in the usual course of the Employer's business. He must work at least the number of hours in the Employer's normal work week. This must be at least 20 hours.

An employee will be considered actively at work on a day which is one of the Employer's scheduled work days if he is performing, at his usual place of work or at another place to which he is required to travel, and in the usual manner, all of the regular duties of his work on a full-time basis on that day. He will also be considered actively at work on a paid vacation day, paid holiday or on a day which is not one of the Employer's scheduled work days only if he was actively at work on the preceding scheduled work day.

Covered Person --- **You.**

Employer — Employer means the Policyholder.

He/His — He or She. His or her.

Plan Anniversary Date — The date occurring in each Calendar Year which is an anniversary of the Plan Effective Date, unless otherwise specifically stated in the Schedule of Insurance.

Plan Month — Begins on the Plan Effective Date. Each Plan Month after that begins on the same day of the month.

You/Your/Insured Person — The employee to whom this Booklet-certificate is issued.

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will you become eligible?

You are eligible for coverage on:

- (1) the Plan Effective Date, if you have completed the Eligibility Waiting Period prior to the Plan Effective Date; or
- (2) the date you satisfy the Eligibility Waiting Period while in an eligible class.

See the Schedule of Insurance for the Eligibility Waiting Period.

When does your coverage start?

If you are not required to contribute towards the plan's costs, you will become an Insured Person on the date you become eligible for coverage.

If you must contribute towards the plan's costs, you are required to enroll for coverage. To do so you must complete and sign a group insurance enrollment form and deliver it to the Employer.

You will become an Insured Person on the first to occur of:

- (1) the date you are eligible, if you enroll on or before that date;
- (2) with respect to:
 - (a) Classes 1 and 3, The first day of, the first complete two week pay period.
 - (b) Class 2, 7 days following the date you enroll, if you enroll within 31 days after the date you become eligible; or
- (3) the date approves your Evidence of Insurability.

Evidence of Insurability:

- (1) is required if you enroll more than 31 days after the date you become eligible; and
- (2) must be furnished at your own expense.

All of the above effective dates are subject to the Deferred Effective Date provision.

ELIGIBILITY AND ENROLLMENT

When will coverage become effective if a disabling condition causes you to be absent from work on the date coverage is to start? (Deferred Effective Date)

If you are absent from work due to injury or sickness on the date your insurance would otherwise have become effective or would have been increased, your effective date of insurance or the effective date of any increase in insurance will be deferred until the date you return to work as an Active Full-Time Employee.

TERMINATION

When does your coverage terminate?

Your insurance will terminate on the earliest of:

- (1) the date the Group Insurance Policy terminates; or
- (2) the date premium is due for you but not paid by the Employer; or
- (3) the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution; or
- (4) the date you are no longer in a class eligible for coverage; or
- (5) the date your Employer terminates your employment; or
- (6) the date you are absent from work as an Active Full-Time Employee.

Under what conditions can your insurance be continued?

If you are absent from work as an Active Full-Time Employee due to one of the following reasons and your employment has not been terminated by your Employer, your insurance may be continued up to the maximum period of time stated below, as long as the Employer continues payment of premium. Such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way.

IF YOU ARE ABSENT FROM
ACTIVE FULL-TIME WORK
BECAUSE OF:

injury or sickness

YOUR INSURANCE MAY
BE CONTINUED:

until the end of a period of
twelve consecutive months
beginning on the date you
were first absent from work
as an Active Full-Time Em-
ployee.

TERMINATION

IF YOU ARE ABSENT FROM
ACTIVE FULL-TIME WORK
BECAUSE OF:

documented leave of absence
other than Family or Medical
Leave, approved by your
Employer
layoff, owing to lack of work

YOUR INSURANCE MAY
BE CONTINUED:

until the end of a period of 6
months following the date in
which the leave of absence
commenced.

until the end of a period of 3
months following the date in
which the layoff commenced.

The coverage provided above will also terminate on the first to occur of items 1-6 in the provision entitled "When does your coverage terminate".

Is there a state law requiring coverage be continued during a family care or medical leave of absence?

You may be entitled to continue your coverage for up to 12 weeks during any 12 month period if you are absent from Active Full-time work due to a family care or medical leave of absence under the provisions of the California Family Care and Medical Leave Act. During such period, your coverage may be continued for a 6 month period.

LIFE CONVERSION PRIVILEGE

The following does not apply to any Accidental Death, Dismemberment and Loss of Sight Benefits.

Under what conditions can a Covered Person's Life Insurance coverage be converted to another plan under the Conversion Privilege?

If a Covered Person's insurance terminates because:

- (1) your employment ends; or
- (2) a Covered Person is no longer in an eligible class,

then he may convert his life insurance to a personal life insurance policy.

**TERMINATION
LIFE CONVERSION PRIVILEGE**

How does a Covered Person convert coverage?

To convert life insurance, a Covered Person must, within 31 days of the termination of his group life insurance, make written application and pay the premium required for this life insurance for his age and class of risk.

If he does so, _____ will issue to him a personal life insurance policy. This policy will:

- (1) be issued without evidence of insurability;
- (2) be on one of the life insurance policy forms, except term insurance, then customarily issued by The Hartford;
- (3) be for the same amount for which he was last insured under this Group Insurance Policy;
- (4) contain no disability, supplementary or Accidental Death, Dismemberment and Loss of Sight benefits; and
- (5) be effective on the 32nd day after your group life insurance terminates.

Can a Covered Person convert his coverage if the policy terminates?

If the insurance of a Covered Person who has been insured under this Group Insurance Policy for at least 5 years terminates because either _____ or the Employer:

- (1) terminates the Group Insurance Policy; or
- (2) terminates insurance for his class,

then he **may** convert his life insurance to a personal life insurance policy, subject to the same conditions and limitations which apply to an Insured Person whose employment terminates.

The Amount of Insurance for this insurance policy will be the lesser of:

- (1) the amount for which he was last insured under this Group Insurance Policy, reduced by any amount for which he is or becomes eligible for under any other group life insurance policy within 31 days of termination of insurance; or
- (2) **\$2,000.**

This conversion policy will be effective on the 32nd day after your group life insurance terminates.

TERMINATION

LIFE CONVERSION PRIVILEGE

Any personal life insurance policy issued under this Conversion Privilege shall be in lieu of all other benefits provided by the Group Insurance Policy.

You may exercise the rights provided by the Waiver of Premium provision of this plan if:

- (1) all conditions of the Waiver of Premium provision are met;
- (2) you surrender the personal life policy and
- (3) you disclaim all benefits under the personal policy except refund of premium.

What if a Covered Person dies during the conversion election period?

If a Covered Person dies within the 31 day conversion period, upon receipt of due proof of his death, pay the Amount of Life Insurance he was entitled to convert.

BENEFITS

LIFE INSURANCE

When do benefits become payable?

When receives due proof of a Covered Person's death, the Amount of Life Insurance in force for such person will be paid. The Amount of Life Insurance is shown in the Schedule of Insurance.

To whom are benefits payable?

Benefits payable at your death will be paid in a lump sum to the beneficiary or beneficiaries named in writing by you, provided the names are on file with the Employer.

BENEFITS
LIFE INSURANCE

Unless you request otherwise in your filed beneficiary designation, payment will be made as follows:

- (1) If more than one beneficiary is named, each will be paid an equal share.
- (2) If any named beneficiary dies before you, his share will be divided equally among the named beneficiaries who survive you.
- (3) If no beneficiary is named, or if no named beneficiary survives you, its option, pay:
 - (a) your surviving relatives in the following order:
 - (i) all to your surviving spouse; or
 - (ii) if your spouse does not survive you, in equal shares to your surviving children; or
 - (iii) if no child survives you, in equal shares to your surviving parents;
 - (b) the executors or administrators of your estate.

If a minor beneficiary does not have a legal guardian, , until such a guardian is appointed, pay the person it deems to be caring for and supporting him. Such payment will be in monthly installments of not more than \$50.

Are interest and benefits under the plan assignable?

No assignment of interest under this plan shall be binding until and unless:

- (1) the original of the form documenting the assignment; or
- (2) a true copy of it,

is received and acknowledged by its home office

Regardless of an assignment of interest, no person may assign benefits under the plan. no responsibility for the validity or effect of any assignment.

Does conversion coverage affect the amount of life insurance benefits payable?

If a Covered Person has individual life insurance in force which was issued in accordance with the Conversion Privilege due to termination of coverage, his Amount of Life Insurance will be reduced by the amount of the individual life insurance in force.

BENEFITS
LIFE INSURANCE

How are installments payable under the Optional Method of Settlement?

Subject to the terms of the next paragraph, in place of a lump sum, you may elect, in writing, to have all or part of your Amount of Life Insurance paid in installments upon your death. If you do not so elect, any beneficiary may make such election after you die. The first payment will be made when _____ receives due proof of your death. Installments may be elected according to the table below, but no method of payment may be elected which yields installments of less than \$20.

SCHEDULE OF INSTALLMENTS

Number of Years During Which Payments Will Be Made	Amount of Each Installment for Each \$1,000 of the Amount of Insurance	
	Annual	Monthly
1	\$1,000.00	\$83.34
2	500.18	41.67
3	333.34	27.78
4	250.00	20.84
5	200.00	16.67
10	100.00	8.34
15	66.60	5.56
20	50.58	4.17

Each installment after the first will include interest. The rate of interest per year will be at least 2 1/2% and any amount over 2 1/2% which _____ declares for that year on funds remaining

If any installments are left unpaid when the payee last entitled to receive them dies, _____ will:

- (1) sum the remaining installments; then
- (2) add any accrued interest remaining; then
- (3) pay the resulting amount to the executors or administrators of such payee's estate.

BENEFITS
LIFE INSURANCE

If the payee is a corporation, a partnership, an association, an assignee, or a trust, then no Optional Method of Settlement is available without consent . Any reasonable arrangement for payment can be made if both so agree.

What benefits are payable for burial expense if there is no named beneficiary?

If there is no named beneficiary, may pay up to \$250 of your Amount of Life Insurance to any party it deems to be entitled to such payment because of burial expense. released from further liability for any amount so paid.

WAIVER OF PREMIUM

Under which coverages may your premium be waived?

The Waiver of Premium benefit applies only to your Life Insurance coverage. Waiver of Premium does not apply to any Dependent Life Insurance Benefits or Accidental Death, Dismemberment or Loss of Sight Benefits, if included in this plan. Also, while you are eligible for Waiver of Premium, your Dependent Life Insurance Benefit or your Accidental Death, Dismemberment or Loss of Sight Benefit, if included in this plan, will only be continued in accordance with the Termination Provision.

What conditions must be satisfied before you, are eligible for Waiver of Premium?

If you suffer Total Disability, as defined, under this provision while insured under the plan, and if:

- (1) you are less than 60 years old; and
- (2) due proof of your disability is furnished within one year of your last day of work as an Active Full-Time Employee,

then will:

- (1) continue your insurance; and
- (2) waive premiums for your insurance.

BENEFITS
WAIVER OF PREMIUM

However, this continued insurance will be subject to any reductions provided by any part of the plan.

Waiver will begin on the date Total Disability requirements are met.

What does Total Disability mean?

Any disability which:

- (1) has existed continuously for at least nine months; and
- (2) prevents you from doing any work for which you are or could become qualified by education, training or experience.

If you exercise your conversion privilege, how is Waiver of Premium affected?

If you choose to convert your insurance plan to a personal life policy, then the Waiver of Premium provisions will no longer apply unless:

- (1) within twelve months after your last day of work as an Active Full-Time Employee, you surrender the personal life policy; and
- (2) no claim was made under the personal policy other than for return of premium.

Can _____ examine a claimant for proof of continuing disability?

_____ will have the right to **require** satisfactory proof of continuance of Total Disability and to examine you at reasonable intervals during the first two years after receiving proof of Total Disability but not more than once a year after that.

If you fail to submit any proof of Total Disability required _____ or refuse to be examined as required _____, then premiums will no longer be waived.

What if you are no longer Totally Disabled?

If you no longer suffer from Total Disability and you return to work in a class of persons eligible for this insurance, then premiums will no longer be waived as of the date the Total Disability ceases.

BENEFITS
WAIVER OF PREMIUM

If you no longer suffer from Total Disability but do not return to work within an eligible class, then premiums will no longer be waived as of the date the Total Disability ceases. If, however, you are not eligible for any other group life insurance, then you are entitled to the Conversion Privilege. You may convert the amount of life insurance in force for you on the date the Total Disability ceases.

When will premiums no longer be waived for your coverage?

The Waiver of Premium will cease when you attain age 65.

You will then be entitled to the Conversion Privilege as of the date the Waiver of Premium ceases. You may convert no more than the Amount of Life Insurance that was in force for you on the date the Waiver of Premium ceased.

How does termination of the Policy or Plan affect your insurance if you are Totally Disabled?

Termination of the Group Insurance Policy or Plan will not affect any insurance in force under the terms of these provisions.

What if you die before you qualify for Waiver of Premium?

If, while insured under the plan, you become Totally Disabled, and have not yet qualified for Waiver of Premium, and if:

- (1) you die while you are Totally Disabled; and
- (2) your death occurs within one year after your last day of work as an Active Full-Time Employee; and
- (3) you were continuously Disabled from your last day of work as an Active Full-Time Employee **until the time you died;** and
- (4) proof of items (1) through (3) above is furnished within one year of your death,

then pay to the beneficiary the Amount of Life Insurance which would have been in force for you if your insurance had not terminated. Any such payment will fully discharge liability for your insurance. Waiver will begin on the date Total Disability requirements are met.

BENEFITS
ACCELERATED DEATH BENEFIT
EMPLOYEE ONLY

What conditions are necessary for benefits to become payable?

If,

- (1) your Amount of Life Insurance is at least \$10,000;
- (2) you are under the age of 60;
- (3) you are Terminally Ill as defined below; and
- (4) you request a portion of your Amount of Life Insurance to be paid as an Accelerated Death Benefit,

t h e n upon receipt of satisfactory proof of your Terminal Illness, pay this Accelerated Death Benefit in a lump sum to you.

Your request for an Accelerated Death Benefit cannot exceed 50% of your Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$175,000.

For example, if you have an Amount of Life Insurance equal to \$20,000 and you are Terminally Ill, you can request any portion of your Amount of Life Insurance between \$3,000 to \$10,000 to be paid to you now instead of to your beneficiary at your death. However, if you decide to request only \$3,000 now, you cannot request the additional \$7,000 in the future.

Upon satisfactory proof of your Terminal Illness, will
a l s o :

- (1) continue your insurance; and
- (2) waive premiums for your insurance.

However, your continued insurance shall be subject to any reductions provided by any part of this plan.

Termination of this policy will not affect continuation of insurance under this Accelerated Death Benefit provision.

What does Terminal Illness/Terminally Ill mean?

For the purposes of this provision, Terminally Ill or Terminal illness shall mean that the Covered Person has a life expectancy of 6 months or less.

BENEFITS
ACCELERATED DEATH BENEFIT
EMPLOYEE ONLY

RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON YOUR DEATH. LIFE INSURANCE BENEFITS PAYABLE UPON YOUR DEATH WILL BE CALCULATED BASED ON THE AMOUNT OF LIFE INSURANCE YOU ARE ELIGIBLE TO RECEIVE WITHOUT REGARD TO ACCELERATED BENEFITS MINUS ANY ACCELERATED BENEFITS YOU ACTUALLY RECEIVED.

ADDITIONALLY, ANY BENEFITS RECEIVED UNDER THIS PROVISION MAY BE TAXABLE TO YOU. SEE YOUR PERSONAL TAX ADVISOR FOR FURTHER INFORMATION.

Can I have a claimant examined for proof of Terminal Illness?

I will have the right to require proof of Terminal Illness.

Any diagnosis submitted must be provided by an attending physician licensed to practice in the United States.

If you fail to submit proof satisfactory to The Hartford that you have a Terminal Illness, or refuse to be examined as may be required, then no Accelerated Death Benefit will be payable.

What if you are no longer Terminally Ill?

If you:

- (1) are no longer Terminally Ill; and
- (2) return to work in a class of persons eligible for this insurance,

then premium will no longer be waived as of the date your Terminal Illness ends. Your Amount of Life Insurance payable at death will be reduced by any amount of Accelerated Death Benefits you have received.

If you:

- (1) are no longer Terminally Ill; and
- (2) do not return to work within an eligible class,

then premiums will no longer be waived as of the date your Terminal Illness ceases. However, if you are not eligible for any other group life insurance, then you are entitled to Conversion.

BENEFITS
ACCELERATED DEATH BENEFIT
EMPLOYEE ONLY

Does the election of conversion coverage affect this provision?

If you choose to convert your insurance under this plan, then the provisions under this Accelerated Death Benefit will no longer apply. The amount you may convert shall be subject to the Conversion Privilege provision of this plan minus any Accelerated Death Benefits you have received.

What limitations apply to this benefit?

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of this plan.

You may not request an Accelerated Death Benefit if:

- (1) you have already received an Accelerated Death Benefit;
- (2) you are age 60 or older;
- (3) you are considered a Dependent under this plan; or
- (4) you are considered a Retiree under this plan.

What if you made an assignment under this plan?

If you have executed an assignment of interest with respect to your Amount of Life Insurance, in order to pay benefits under this provision, must receive a release from the individual to whom the assignment was made before any benefits are payable.

ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFITS
EMPLOYEE ONLY

What conditions are necessary for benefits to become payable?

pay a benefit according to the schedule shown below if you suffer accidental bodily injury while your insurance is in force and:

- (1) a Loss results directly from such injury, independent of all other causes; and
- (2) such a Loss occurs within 90 days after the date of the accident causing the injury.

Benefits for loss of life will be paid in accordance with your beneficiary designation. Benefits payable for all other losses are payable to you.

BENEFITS
ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFITS
EMPLOYEE ONLY

What types of injuries are excluded from coverage?

No benefit will be paid for a loss caused or contributed to by:

- (1) sickness; or
- (2) disease; or
- (3) any medical treatment for items (1) or (2); or
- (4) any infection, except a pus-forming infection of an accidental cut or wound; or
- (5) war or any act of war, whether war is declared or not; or
- (6) any injury received while in any armed service of a country which is at war or engaged in armed conflict; or
- (7) any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane; or
- (8) taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered to you by a licensed physician; or
- (9) an accident caused by your intoxication while operating a motor vehicle.

What is the maximum benefit payable?

The benefit payable for any loss is that which is shown opposite the Loss in the following schedule. The Maximum Benefit is shown in the Schedule of Insurance. No benefit is payable for any loss which is not shown in the schedule below.

<u>DESCRIPTION OF LOSS</u>	<u>BENEFIT</u>
Loss of life	Maximum Benefit
Loss of a hand	One-half the Maximum Benefit
Loss of a foot	One-half the Maximum Benefit
Loss of an eye	One-half the Maximum Benefit
More than one of the above resulting from one accident	Maximum Benefit

Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.

Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.

GENERAL PROVISIONS

When can this plan be contested?

Except for non-payment of premium, The Group Insurance Policy cannot be contested after two years from the Plan Effective Date.

No statement made by a Covered Person relating to his or her insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Covered Person's lifetime. In order to be used, the statement must be in writing and signed by the Covered Person.

Who interprets policy terms and conditions?

The Hartford has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

How do you designate or change your beneficiary?

You may designate or change a beneficiary by doing so in writing on a form satisfactory and filing the form with the Employer.

After this written notice is received, the change will become effective as of the date you signed and dated the form, even if you have since died. will not receive written notice of this change, unless you have since died. will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a, Power of Attorney.

CLAIMS

LIFE INSURANCE

Are special forms required to file a claim?

If you die, your beneficiary will be furnished a claim form. The completed claim form and a certified copy of your death certificate should be sent . When the required claim papers are received and approved the Amount of Life Insurance on your life will be paid.

CLAIMS
ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFITS

When notified of a claim?

A claimant must give _____, or its appropriate representative, written notice of a claim within 20 days after the loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

- (1) the claimant's name and address; and
- (2) the Policy or Plan number.

When must Proof of Loss be given?

Written Proof of Loss must be sent to _____ its appropriate representative, within 90 days after the date of such loss.

However, all claims must be submitted _____ within 90 days of the date the Covered Person's insurance terminates.

If proof is not given by the ~~time~~ it is due, it will not affect the claim if:

- (1) it was not possible to give proof within the required time; and
- (2) proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

When and to whom will your claim be paid?

Claims payable for loss will be paid as soon as due written proof is received. If any payment is due at the end of a claim, it will be paid as soon as written Proof of Loss is received.

CLAIMS
ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFITS

What notification will you receive if your claim is denied?

If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision- This written decision will:

- (1) give the specific reason(s) for the denial;
- (2) make specific reference to this plan's provisions **upon** which the denial is based;
- (3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
- (4) provide an explanation of the review procedure.

What recourse do you have if your claim is denied?

On any denied claim, the claimant or his representative may **appeal** for a full and fair review.

The claimant may:

- (1) request a review upon Written application within 60 days of receipt of claim denial;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

CLAIMS
ACCIDENTAL DEATH, DISMEMBERMENT
AND LOSS OF SIGHT BENEFITS

A request for an appeal will not be denied if not submitted within 60 days if it is not reasonably possible to make such request within 60 days. In this case, the request must be submitted as soon as reasonably possible thereafter.

A decision will be made no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no event more than 120 days after the request for review is received.

When can legal action be taken?

Legal action cannot be taken

- (1) sooner than 60 days after Proof of Loss has been furnished; or
- (2) 3 years (5 years in Kansas) after the time Proof of Loss is required to be furnished according to the terms of this Group Insurance Policy.

How does this plan affect Workers' Compensation coverage?

This Plan does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Physician-patient Relationship

The Insured Person may choose any licensed physician.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 03-14

FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH
& DISMEMBERMENT INSURANCE COVERAGE

April 19, 2004

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

Attached to this Addendum No. 1 is a revised Attachment D, CURRENT PREMIUM RATE AND EXPERIENCE. Revised attachment corrects the rate for supplemental AD&D to \$0.054 from \$0.040.

Proposal response date remains May 12, 2004, 5:00 p.m. PST.

Lloyd Longnecker
District Buyer

Attachment

ATTACHMENT D - REVISED

CURRENT PREMIUM RATE AND EXPERIENCE

EMPLOYER PAID NON-CONTRIBUTORY (\$1,000)		EMPLOYEE PAID CONTRIBUTORY (RATE FOR EACH \$1,000 OF SUPPLEMENTAL LIFE INSURANCE)	
<u>BASIC BENEFIT</u>		<u>SUPPLEMENTAL LIFE</u>	
LIFE	AD&D	Under 30	\$ 0.09
\$ 0.360	\$ 0.040	30 – 34	0.10
		35 – 39	0.12
		40 – 44	0.20
		45 - 49	0.34
		50 – 54	0.55
		55 – 59	0.90
		60 – 64	1.12
		65 – 69	1.76
		70 +	3.08
	<u>SUPPLEMENTAL AD&D</u> \$ 0.054		

FIVE-YEAR EXPERIENCE HISTORY

LIFE OR AD&D BENEFIT

<u>DATE PAID</u>	<u>DATE OF BIRTH</u>	<u>SEX</u>	<u>BASIC AMOUNT</u>	<u>SUPPL.LIFE AMOUNT</u>
5/27/99	3/8/42	M	\$25,000	
12/8/99	11/18/47	M	\$25,000	\$20,000
12/5/01	9/17/44	M	\$25,000	
1/18/02	4/14/51	M	\$25,000	
2/8/02	7/30/53	M	\$25,000	
4/8/02	10/28/46	M	\$25,000	
4/25/02	12/2/56	M	\$25,000	
11/26/02	7/29/42	M	\$50,000	
7/9/03	6/18/50	M	\$25,000	
7/9/03	9/18/60	M	\$25,000	\$150,000
8/28/03	2/8/40	F	\$25,000	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: June 25, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

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

1. Settlement with Don Toline

1. Settlement with Don Toline

On December 12, 2003, in closed session the Board of Directors authorized a settlement of Mr. Toline's two workers' compensation claims with a Compromise and Release. Authorization was given for new monies to be paid to Mr. Toline in the sum of \$17,722.94 for a total settlement amount of \$40,777.00 as the District has already paid \$23,054.06 in Permanent Disability.

The following directors authorized the settlement: Ainsworth, Hinkle, Keogh, Reilly, Rotkin, Spence and Ventura-Phares. Directors Beautz, Norton and Tavantzis were absent. Pursuant to this direction, this file was settled by a Compromise and Release and both files have been closed.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Robyn Slater, Human Resources Manager

SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Chairperson present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEAR

None

FIFTEEN YEARS

None

TWENTY YEARS

Christina M. Flynn, Bus Operator
George C. Felder, Bus Operator
Michael F. Boyd, Facilities Maintenance Worker II

TWENTY-FIVE YEARS

Anthony A. Ciliberto, Bus Operator

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF PUBLIC INPUT RECEIVED AT PUBLIC HEARINGS REGARDING SERVICE REDUCTIONS AND BOARD ADOPTION OF RESPONSES TO PUBLIC SUGGESTIONS FROM THOSE HEARINGS.

I. RECOMMENDED ACTION

Staff recommends that the Board receive a report on public input received on the proposed September 2004 Service Reductions and adopt responses to public suggestions.

II. SUMMARY OF ISSUES

- The upcoming FY 2004/05 budget has a projected \$2.3 million deficit.
- Part of the budget balancing actions call for a service reduction in the amount of \$700,000 to be accomplished in September, 2004.
- Public hearings were held in Santa Cruz, Scotts Valley, Watsonville and Capitola.
- Staff solicited public input on the proposed September service reduction. Public comments and staff responses are attached for review.
- In a related agenda item, the Board will consider declaring a fiscal emergency and authorizing service cuts.

III. DISCUSSION

Due to operating expenses increasing faster than revenues from all sources, METRO faces a deficit of \$2.3 million dollars in next year's operating budget at current service levels. On-going cost reductions, staff reductions and use of one-time funding transfers from reserve funds are insufficient to balance the budget. Additional savings are required from a reduction in Transit Service below current levels to balance the FY 2005 and FY 2006 operating budgets. In June, a \$200,000 service cut was implemented. An additional service reduction of \$700,000 is required to further reduce operating costs.

Most of the under-utilized trips have already been trimmed from the system in the three prior service reductions in as many years. The proposed September 2004 service reduction impacts more riders and, in some cases, eliminates entire routes.

METRO staff solicited public input on the proposed service cuts at the following public meetings held throughout the District.

- June 14, 2004 4:00 pm & 6:30 pm Santa Cruz City Council Chamber
 - June 15, 2004 4:00 pm & 6:30 pm Scotts Valley City Council Chamber
 - June 17, 2004 4:00 pm & 6:30 pm Watsonville Center, Cabrillo College
 - June 23, 2004 4:00 pm & 6:30 pm Capitola Mall*
- *Comments from the Capitola Mall public hearing on June 23 as well as any other input received after June 21, 2004, will be provided separately.*

METRO published legal ads announcing the public meetings on the following date:

- *Santa Cruz Sentinel* Sunday, May 30 and Sunday, June 13
- *Register Pajaronian* Saturday, May 29 and Saturday June 12

In addition, service reduction information and notification of meetings were provided to the public with an extensive publicity effort including:

- Displaying 2 sets of service reduction posters with the public meeting schedule in English and Spanish on every bus.
- Posting English and Spanish service reduction signs with the public meeting schedule at all Transit Centers
- Providing 11,000 flyers for distribution directly to fixed-route and ParaCruz passengers with information on the proposed cuts along with the public hearing schedule.
- Presenting the proposed service change to the METRO Advisory Committee.
- Posting the proposed changes on the METRO Web site and soliciting e-mail responses from that site.

In related Agenda Item #9, the Board is being asked to consider declaring a Fiscal Emergency and adopting these service reductions.

PUBLIC INPUT

As of June 21st at 5:00 pm, METRO had received 73 comments regarding the proposed September 2004 Service Reduction. Elimination of the Routes 65 and 67 in Live Oak generated the greatest number of comments. There were also comments on the service reduction on Mission St. north of Bay St. from elimination of the Routes 3A and 3C and concerns about the loss of ParaCruz eligibility by current patrons who will no longer be eligible when the service area boundary contracts with the elimination of service. A number of suggestions for altered trip times, requests for new service, miscellaneous comments and compliments were received. The following table categorizes the comments from all sources:

Public Comments on Proposed Service Change

Comments received through June 21st, 2004 at 5:00pm

Service Change	Oppose	Neutral	Support
Route 3A, 3C	4		
Route 36	2		
Routes 40, 41, 42			2
Route 52	1		
Route 54	1		
Route 55	2		
Route 65, 66, 67, 68	11 *		
Route 91	1		
Independence Square	2		
Service cuts impact on ParaCruz eligibility	4		
Miscellaneous	4	8	2
Request for Information		7	
Suggestions		10	
Compliments		9	
Request for New Service		3	
TOTALS	32	37	4

*One comment includes a petition from LaPosada Senior Center with 54 signatures.

A summary of all comments received along with the staff response is included as Attachment A to this report. Another set of public hearings will be held at the Capitola Mall Community Outreach Center on June 23, too late to be included in this report. These comments will be handed out at the meeting of June 25th as Attachment B. All mail, telephone and e-mail responses will be available at the June 25th meeting.

V. FINANCIAL CONSIDERATIONS

Implementing the proposed Service Reduction will achieve savings of \$700,000 in FY2005.

VI. ATTACHMENTS

Attachment A: Public Input and Staff responses on Service Reduction Proposal through 5:00pm on June 21, 2004.

Attachment B: Public Comments received after 5:00pm on June 21, 2004. *Will be handed out at the June 25, 2004 Board meeting.*

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
e-mail	Charlene Brooks	Cuts to the Route 54 Aptos/La Selva Beach will be a grave inconvenience for getting to work, and my hours might be cut.	The 54 averages 4.7 passengers/trip. Unfortunately, trips with lower ridership than others in the system are proposed for elimination.
e-mail	DPW Central File Room	Consider the people who rely upon Routes 65, 66 and 67 for work or school. Buses will become overcrowded as they already have a large passenger load.	Ridership on the Route 65 Live Oak via 30th is low. Staff is recommending the reduction of service on some routes since it impacts fewer riders than would be impacted on heavily utilized service. The service revision provides 2 buses through Live Oak which can adequately serve the passengers previously using 3 underutilized buses.
e-mail	Eugene Salamin	Pleased with extension of Route 40 weekends to Waddell Creek	Comment noted.
e-mail	Irene Ibeanza	Service Reductions are cruel. Eliminating the 3A is inconsiderate. Seniors at Garfield Park Village will not be able to get to Mission St. Safeway.	While there is no direct trip from Garfield Park to Safeway, a transfer from the 20 to the 3B at Mission and Bay enables the trip to be made.
e-mail	Irene Ibeanza	If you can't find a better solution than destroying METRO, you should all resign.	Comment noted.
e-mail	James L. Talley	Do not cut the 6:30PM Route 54 Weekends. I use it for work.	No weekend trips on Route 54 are proposed to be cut.
e-mail	Janna Meares	Do not cut the Mar Vista area of Route 55. Lives at Blue Pacific mobile home park in order to take the bus to Cabrillo	Service will continue every other hour to the Mar Vista Loop on the 55.
e-mail	John Hamstra	Questions the swap of departure times for the 69A and 69W. Will the proposed 69A connect with SC city routes that depart at :50?	This connection will be considered in scheduling the final service change. Currently, the 69A does not connect with local routes departing at :50.
e-mail	Johnnie Arnold	Opposed to elimination of 65 on Brommer between 17th and 30th Ave. Find service reductions instead of eliminating routes and service to an entire area.	Route 65 ridership is very low. Less than 3% of the ridership on this route uses the Brommer segment.
e-mail	Penny Morgan	Please do not cut Route 52 Capitola/Soquel. I use it 6 days per week.	Low ridership on the Route 52 warrants elimination of this route. The Route 53 Capitola/Dominican provides a reasonable service alternative.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
e-mail	Rachel Moriconi	It would make sense for the Route 91 commuter Express to enter Highway 1 at Ocean instead of Morrissey.	The Morrissey stop provides a transfer point for local routes. With Highway 17 merge situation, the additional time traveling on the surface to the next on-ramp (Morrissey) from Ocean is insignificant. Staff will continue to evaluate traffic conditions.
e-mail	Rober Prater	Don't cut 36! Increase Fares instead!	Fare increases are not being considered at this time.
e-mail	Stella Phipps	Do Not cut the Route 65. Suspects that previous re-routing from Water to Broadway was an intention to reduce ridership and eventually cut the route.	Route 65 ridership is very low. The previous change from Water Street to Broadway routing had an insignificant impact on ridership.
e-mail	Susan Bayer	Opposed to elimination of the 67 and 7N. No options for Live Oak residents to travel evenings.	New Route 68 will serve the 17th and Portola intersection. Route 68 provides evening service in Live Oak as a replacement for the 7N.
e-mail	Susan Bayer	Opposed to elimination of evening service after 5:30 on many routes. Cannot travel home from work.	Staff is recommending the reduction of the evening service on some routes because it impacts fewer riders than would be impacted by cutting peak-period service or eliminating entire routes.
e-mail	Welles B. Goodrich	Proposed changes to Routes 41 and 42 seem to be a fair compromise between cost savings and maintaining service.	Comment noted.
e-mail	Welles B. Goodrich	Requests that the proposed new 12:30pm weekend departure on Route 42 Davenport/Bonny Doon be set at 1:30pm instead to allow longer time to shop in Santa Cruz before returning to Bonny Doon.	A later departure time will be considered.
Mail	Barbara Cory	Cut the only the mid-day trips on the Route 55 Rio Del Mar. I rely on on 55 for a part time job. The kids need it to go out at 8am and return at 3:00pm & 4:00pm.	The Route 55 continues to run every hour. Only the Mar Vista Loop will be impacted every other hour.
Mail	Camma Tomley	Please do not reduce bus service on East Cliff Drive. Elderly patron does not drive.	Due to low ridership, this portion of East Cliff between 26th and 30th Avenue will no longer be served under the proposed change. The new Route 68 is proposed to serve Live Oak on Portola Drive.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Mail	La Posada Residents	Petition to save Route #65	Route 65 ridership is very low. Gault Street segment analysis indicates that La Posada generates less than 3% of all ridership activity on the Route 65. The Route 66 provides hourly service on Water Street, one block from La Posada.
Mail	Ted Chatterton	Suggests re-routing 20 University via Westside to serve Mission St. return trip to Garfield Park Village.	The Route 20 UCSC/Westside was implemented 2 years ago to provide direct service from Metro Center along the Delaware corridor to the university and deviation to Mission St. would defeat the purpose of this route.
Mail	Ted Chatterton	Cutting the 3A will eliminate service to Almar Plaza from Garfield Park Village.	While there is no direct trip from Garfield Park to Safeway, a transfer from the 20 to the 3B at Mission and Bay makes the connection.
Telephone	Dr. Kochi	Requests Bus stop opposite his office on Freedom near Maria to accommodate patients.	Comment noted and directed to Facilities Maintenance.
Telephone	Geri Arsenault	Retain service to Almar (Safeway on Mission) from Garfield Park.	Due to low ridership, service between Bay and Almar on Mission is being reduced. While there is no direct trip between Bay and Almar, a transfer from the 20 to the 3B at Mission and Bay makes the connection.
Telephone	Kevin Hoffman	Requests Highway 17 Express Service in Los Gatos so that Patron can ride bus to work in Saratoga.	Modifications to the Highway 17 service will require consideration of multiple agencies other than METRO involved in the VTA/AMTRAK/Capital Corridor JPA. No changes to the Highway 17 Express are considered at this time.
Santa Cruz 4:00pm Public Hearing	Brelis Young	Attendee requests total cost savings and line-by-line cost impact for each service change.	The Transit Planner has provided the requested information via e-mail.
Santa Cruz 4:00pm Public Hearing	Caitlyn Meade	Interested in schedule and routing to Seabright/Broadway for the new Route 68.	Staff reviewed the service options and displayed maps and schedules at the public hearing.
Santa Cruz 4:00pm Public Hearing	Ed Kramer	Supported petition circulated by Kasandra Fox to cancel proposal to eliminate the Route 65.	Route 65 ridership is very low. Gault Street segment analysis indicates that La Posada generates less than 3% of all ridership activity on the Route 65. The Route 66 provides hourly service on Water Street, one block from La Posada.
Santa Cruz 4:00pm Public Hearing	Ed Kramer	Keep 65, 66 and 67 intact. The 65 serves a lot of people. Cut service to the University instead.	The service revision will provide 2 buses which will have the capacity to adequately serve the passengers riding the 3 underutilized buses.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Santa Cruz 4:00pm Public Hearing	Ed Kramer	The service cut impacts a lot of people on Brommer, at 38th and in the trailer parks.	Route 66 provides hourly service to residents along 38th Ave. Route 65 ridership on Brommer St. is relatively low.
Santa Cruz 4:00pm Public Hearing	Ivan Kuriakin	County and Council should pass a resolution outlawing the automobile and make Santa Cruz a Car Free Zone. This is an autointoximania culture. Make the price of gas \$25/gallon and everyone would have to ride the bus. There's no reason for bus cutbacks.	METRO doesn't have the authority to ban automobile travel. METRO has no influence over the cost of gasoline.
Santa Cruz 4:00pm Public Hearing	Jack Ferguson	Requests that METRO Highway 17 drivers wait a few minutes for arriving Caltrain passengers at the Diridon Station in San Jose. Passengers can see the Highway 17 Bus from the tracks as the train arrives, yet, by the time they reach the bus stop, the bus has left in keeping with the scheduled departure time, or departed early.	The current agreement for the operation of the Highway 17 Express does not require buses wait for Caltrain as they chose not to participate in the JPA with AMTRAK, VTA, METRO and the Capital Corridors JPA.
Santa Cruz 4:00pm Public Hearing	John Hamstra	It looks like modifications to the 3B will be a good fit. Will the 69W match up with the 3B to provide service to the Pacific Collegiate Schools from mid- and south-county?	Staff will review the interlining possibility.
Santa Cruz 4:00pm Public Hearing	Kasandra Fox	Presented petition with 54 signatures requesting that the Route 65 not be eliminated.	Petition received and forwarded to the Board for consideration at the June 25th meeting. Route 65 ridership is very low. Gault Street segment analysis indicates that La Posada generates less than 3% of all ridership activity on the Route 65. The Route 66 provides hourly service on Water Street, one block from La Posada.
Santa Cruz 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Compliments METRO staff in achieving a balanced, economically fair service reduction which eliminates service with the lowest ridership without jeopardizing service in an entire geographic area.	Comment noted.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Santa Cruz 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Comment directed to the Board of Directors: These service cuts wouldn't be necessary. Given the clear history of declining revenue, awarding 60% of UTU bus drivers a 9.4% pay increase this year significantly increased METRO's cost. This would be a poor economic choice even in good economic times, and the ridership suffers. Drivers should moderate their pay increase requests.	Comment noted.
Santa Cruz 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Congratulates SEIU and Management on forgoing any pay increase this year and urges UTU members to do likewise.	Comment noted.
Santa Cruz 4:00pm Public Hearing	Thom Onan	Requests that if route eliminations reduce the ADA Complementary Paratransit eligibility service area, that existing clients be "grandfathered" to allow continued eligibility.	The ADA complementary paratransit service area contracts and expands with changes to the fixed-route service per previous Board policy..
Santa Cruz 4:00pm Public Hearing	Thom Onan	Directly notify any ParaCruz client who may be affected by the proposed changes that their service may be impacted.	Steve Paulson, the Paratransit Manager, has notified clients affected.
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	Requests that the Board makes no service changes which have not had an opportunity for public discussion.	All proposed service changes are reviewed at the public hearings.
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	It would be great but difficult idea to collect comments from Garfield Park and La Posada separately and allow people to see what's going on.	METRO doesn't have adequate staff to conduct narrowly focused public hearings for each affected group. Staff attempts to reach as many patrons as possible through multiple public hearings throughout the service area on all affected routes.
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	Concerned about loss of service to Garfield Park and La Posada senior center.	Route 65 ridership is very low. Gault Street segment analysis indicates that La Posada generates less than 3% of all ridership activity on the Route 65. The Route 66 provides hourly service on Water Street, one block from La Posada.
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	Interlining or connections for coming up Mission from the Safeway Store? How will the 19 connect with 20?	Route 3B will connect to Route 19 on lower Bay Street.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	Compliments METRO staff on a creative service reduction which maintains coverage in most geographic areas.	Comment noted.
Santa Cruz 4:00pm Public Hearing	Tim Fitzmaurice	The handout states "See Route 30" for replacement service on the 3A being eliminated. I don't know of Route 30.	It should read Route 20. The typographical error has been corrected.
Santa Cruz 6:30pm Public Hearing	Ed Kramer	One of the cost cuts that METRO could consider is eliminating the \$25,000/month lease cost for property in Harvey West Park. There is 20,000 sq. ft. space for sale in Live Oak, which, amortized over 30 years would cost the District only about \$12,000/month.	The District's first priority for capital funding is to make up the shortage of funds for MetroBase.
Scotts Valley 4:00pm Public Hearing	Cheryle Winn	Concerned with employees from Watsonville, Ben Lomond, Boulder Creek and Santa Cruz riding the bus. Hopes that people will be able to get to work.	The proposed cuts have very little impact on inter-city routes. Service will continue to connect Boulder Creek, Ben Lomond and Watsonville to Scotts Valley.
Scotts Valley 4:00pm Public Hearing	Cheryle Winn	I'm under the impression that this area has a higher sales tax than other areas to support transit operations. If we're going to cut service, then will we get that sales tax back that supports transit service operation?	Local sales tax supports the overall operation of transit service in the county. Declines in sales tax revenue over the past 3 years contribute to the need for service reduction in light of increasing operating costs over the same period. The service reductions do not produce surplus revenue which could be refunded to the residents.
Scotts Valley 4:00pm Public Hearing	Debbie Muth	450 new employees at Gateway South. Why doesn't the new office development include bus stops?	Local planners and public works staff can help by conditioning development requiring that developers provide stops.
Scotts Valley 4:00pm Public Hearing	Jon Bartholomel	Keep service on Route 22 UC Express at least up to the University. Agrees with cutting #65 because of low ridership, but re-route 66 Live Oak via 17th to serve La Posada.	Suggestion noted.
Scotts Valley 4:00pm Public Hearing	Jon Bartholomel	Try to interline Mar Vista Route 55 w/ Route 54 and Route 53 blocks, then start on 71.	Currently, the proposed schedules for the 55, 54 and 53 are inconsistent with interlining.
Scotts Valley 4:00pm Public Hearing	Jon Bartholomel	Pleased that Watsonville service is being mostly preserved because the Watsonville community really uses the transit service that they have.	Comment noted.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Scotts Valley 4:00pm Public Hearing	Jon Bartholomel	Compared to other transit agencies, like VTA with deficits in the 100s of millions, METRO is doing relatively well, but still hates to see cuts.	Comment noted.
Scotts Valley 4:00pm Public Hearing	Mike Carter	Concerned that the cuts are being presented every 3-4 months as incremental or technical adjustments. I don't think that incrementalism is effective, and these cuts have a significant impact.	Comment noted.
Scotts Valley 4:00pm Public Hearing	Mike Carter	How many jobs are being cut? What is the big picture? What is the current and projected ratio of administrative, professional and clerical staff to operators and mechanics who generate the revenue?	METRO's ratio of administrative overhead to operating costs is significantly lower than most other transit agencies. Vacated management, professional and clerical positions during the last 2 years have remained unfilled, increasing the workload on remaining employees.
Scotts Valley 4:00pm Public Hearing	Mike Carter	Keep the 36 and 91 express. My commute time will only increase when these are cut, unless better service is added onto the 35 to compensate.	The 36 and 91 attract approximately 13 riders per hour, which is insufficient to sustain express bus service.
Scotts Valley 4:00pm Public Hearing	R. Paul Marcelin-Sampson	The Civic Center is an awful location for a public hearing.	Comment noted.
Scotts Valley 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Complements the District on a fair and geographically balanced reduction that preserves service in all geographic areas.	Comment noted.
Scotts Valley 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Comment directed to the Board of Directors: These service cuts wouldn't be necessary. Given the clear history of declining revenue, awarding 60% of UTU bus drivers a 9.4% pay increase this year significantly increased METRO's cost. This would be a poor economic choice even in good economic times, and the ridership suffers. Drivers should moderate their pay increase requests.	Comment noted.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Scotts Valley 4:00pm Public Hearing	R. Paul Marcelin-Sampson	A comment on ratio of staff to mechanics and drivers: It is incredible that the management team has achieved the exact opposite of a top-heavy organization, and there are very few managerial and clerical staff left and I am concerned that they are overloaded. As we look around at other transit agencies, the administrative overhead is much lower and I applaud the SEIU members in foregoing a pay raise because their work burden continues to increase.	Comment noted.
Scotts Valley 4:00pm Public Hearing	Robin Buthmaw	CCCIL. As service is cut and paratransit service area is reduced, the paratransit dependent become homebound. We would like to see paratransit clients "grandfathered" in if that happens.	The ADA complementary paratransit service area contracts and expands with changes to the fixed-route service as per previous Board Policy.
Scotts Valley 6:30pm Public Hearing	Susan Hogue	Concerned about the continuation of ADA paratransit service to her home between Boulder Creek and Big Basin Way because her son uses Lift Line.	Paratransit service in this area would not be impacted.
Watsonville 4:00pm Public Hearing	Anonymous	States that most drivers, 99%, are courteous and helpful. Noted incident where a driver ignored passenger request for travel information.	Comment noted. Patron did not want to file specific complaint.
Watsonville 4:00pm Public Hearing	Anonymous	Opposed cutting service to Independence Square. Stated that the nearby Courthouse stop on Freedom not close enough.	Weekend ridership in the Independence Square segment consisted of less than 3 passengers per day on weekdays, and only 1 passenger per day on the weekend, less than 0.4% of the ridership on the Route 73 Airport/Buena Vista.
Watsonville 4:00pm Public Hearing	Margaret Keith	Do not reduce service to Independence Square on Routes 73 and 79. [A written statement was provided at the Watsonville public hearing and is attached behind this summary.]	Weekend ridership in the Independence Square segment consisted of less than 3 passengers per day on weekdays, and only 1 passenger per day on the weekend, less than 0.4% of the ridership on the Route 73 Airport/Buena Vista.
Watsonville 4:00pm Public Hearing	Norm Hagen	Recognizes need for service reductions given the budget deficit. Commends staff for reaching out to riders in Watsonville.	Comment noted.

**September 2004 Service Reduction
PUBLIC COMMENTS AND STAFF RESPONSES SUMMARY
through 5:00pm on June 21, 2004**

Source	Name	Comment	Staff Response
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	METRO Riders Union distributed approximately 45 flyers at the Watsonville Transit Center to solicit public comments for tonight's hearing.	Comment noted.
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Requests later trip time for the last Route 71 departure from Watsonville.	The last trip from Watsonville currently departs at 10:30pm.
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Stated that \$1.50 cash fare is too high for Watsonville riders.	This proposed service change does not alter the fare structure.
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Suggests that public hearings be held at the METRO Transit Centers since each has a public room.	This suggestion will be consider for future public hearings.
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Complements the District on a fair and geographically balanced reduction that preserves service in all geographic areas.	Comment noted.
Watsonville 4:00pm Public Hearing	R. Paul Marcelin-Sampson	Commends SEIU members and Management on forgoing any pay increase this year and urges UTU members to do likewise.	Comment noted.
Watsonville 4:00pm Public Hearing	Rosie Navarro	CCCIL. As service is cut and paratransit service area is reduced, the paratransit dependent become homebound. CCCIL would like to see paratransit clients "grandfathered" in if that happens. Would like METRO to notify in writing current clients who would be affected by proposed fixed-route eliminations.	The ADA complementary paratransit service area contracts and expands with changes to the fixed-route service per Board policy. . Steve Paulson, the Paratransit Manager, has contacted the affected clients.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 11, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF ADOPTION OF DISTRICT MANAGEMENT
COMPENSATION PLAN 2004**

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve a District Management Compensation Plan for the period July 2004 – June 2005 which extends the existing Management Compensation Plan with a 0% increase in Salary and no changes in Benefits.

II. SUMMARY OF ISSUES

- Each year the Management Compensation Plan comes before the Board of Directors for consideration.
- At the May 28, 2004 Board Meeting, SEIU extended a 0% wage offer and an offer to extend the existing labor agreement for one additional year.
- As a result of the unprecedented offer from SEIU, the Management Group will be provided to the same 0% wages and no changes in benefits for the next year.

III. DISCUSSION

The District Management Compensation Plan covers those employees who are not covered by either the United Transportation Union, Local 23 agreement or the Service Employees' International Union Memorandum of Understanding. Typically, any adjustments to the Management Compensation Plan are patterned after those adjustments provided as a result of the collective bargaining process with the Service Employees' International Union, Local 415.

At the May 28, 2004 Board Meeting, representatives of SEIU made an offer to the Board to extend their existing labor agreement for one additional year with a 0% wage increase and no changes in benefits. As a result of this offer, the same arrangement will be used for the Management Compensation plan for next year.

I want to take this opportunity to thank the Management Group for their desire to aid in dealing with the extraordinary budget problems being faced by METRO this year.

There are no changes to the Management Compensation Plan as a result of this action.

IV. FINANCIAL CONSIDERATIONS

This action will save \$34,100 for the FY 04-05 Budget Year.

V. ATTACHMENTS

Attachment A: Management Compensation Plan, July 2004 – June 2005

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGEMENT COMPENSATION PLAN

JULY 2004 – JUNE 2005

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I. MANAGEMENT POSITIONS

An employee in a regular budgeted management position identified in Exhibit A is engaged in developing, implementing or recommending policy and in affecting employer-employee relations, and shall receive salary and benefits as provided in this plan.

II. PROBATIONARY STATUS

An employee shall serve a probationary period for twelve (12) months following the date of appointment or promotion to a regular budgeted management position.

III. SALARY PLAN

A. Management salary schedules are listed in Exhibit A.

B. Longevity

The District shall compensate an employee with longevity increments as follows:

- 5.0% of the base salary after ten years continuous service.
- An additional 5.0% of the base salary after fifteen years continuous service.

IV. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The District shall provide medical insurance coverage for an employee, retiree and eligible dependents under the provisions of CalPERS. Beginning January 1, 2001, the District contribution toward monthly medical insurance premiums shall not exceed: \$296 for Employee/Retiree Only; \$592 for Employee/Retiree Plus One Dependent; and \$770 for Employee/Retiree Plus Two or More Dependents in addition to administrative fees and contingency reserve fund assessments. The District shall continue to pay premiums at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program should they exceed the above District contribution amounts. The District will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical reimbursement plan) as allowed by the County of Santa Cruz.

An employee who declines participation in the District's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month quarter beginning January 1 of each year while in active service and in which District paid coverage would have been provided had the District's medical program been elected.

B. Dental Insurance

The District shall provide paid dental insurance coverage for an employee and eligible dependents.

C. Vision Insurance

The District shall provide paid vision insurance coverage for an employee and eligible dependents.

D. Life and AD&D Insurance

An employee shall be entitled to a \$50,000 term life and AD&D insurance policy paid by the District plus \$150,000 in optional supplementary life and AD&D insurance paid by the employee.

E. Survivor's Benefits

Upon the death of a covered employee, who is on the District's payroll and has dependents covered under the District's medical, vision and dental plans, the District's share of coverage of the eligible dependents shall continue for twenty-six (26) consecutive pay periods.

F. Retirement Benefits

An employee shall be enrolled in the Public Employees Retirement System (PERS) including the third level 1959 Survivors benefit as allowed by PERS. The District shall pay the "employee share" of PERS up to a maximum of seven percent. An employee shall have a payroll deduction for an equivalent amount exceeding 3.235% of the "employer share" (determined by PERS). The employee's contribution of up to seven percent will be applied toward the "employee share".

Dental and vision plan coverage shall be provided by the District for an employee retired under the provisions of PERS and the employee's dependents until the retired employee reaches age 65. To qualify for this benefit, the

retired employee shall have been an employee of the District for the equivalent of ten (10) full-time years immediately prior to the date of retirement and has reached the age of 50 years.

G. State Disability Insurance

The District shall provide paid coverage for an employee for State Disability Insurance.

H. Long Term Disability Insurance

The District shall provide for a long term disability insurance plan. The plan shall provide for monthly payments to an eligible employee of up to \$5,000 per month. The plan shall start LTD one year and one month after month of hire.

I. Deferred Compensation Plan

The District shall provide a deferred compensation plan to an employee.

J. Industrial Injury

An employee shall be entitled to workers compensation insurance to be provided by the District.

K. Continuation of Insurance During an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plans.

L. Principal Domestic Partner Coverages

District medical, dental and vision insurance coverages may be extended to an employee's principal domestic partner (PDP) while the employee's own coverages are being paid by the District. In the absence of the PERS Medical Program allowing for PDP coverage, reimbursement of monthly premiums may be made to an individual medical plan to a maximum of \$185.

V. HOLIDAYS

An employee shall be entitled to the following holidays with pay:

- Thanksgiving Day
- Christmas Day
- New Year's Day

In addition to the above specified days, an employee may choose any eleven additional days as floating holidays or when working a partial year, a prorated number of days as determined by the General Manager. An employee shall be compensated for any unused floating holiday time at the end of the fiscal year at the employee's regular rate of pay.

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors.

Upon departure from the District for any reason, an employee shall be compensated for any unused holiday time at the employee's hourly rate.

VI. PAID LEAVES

A. Annual Leave

An employee shall accrue annual leave at the following rates:

- a. for the first five years of employment: two weeks/year
- b. between five and nine years of employment: three weeks/year
- c. after nine years of employment: four weeks/year

Upon approval of the General Manager an employee shall be permitted to take a minimum of two weeks annual leave each calendar year.

An employee shall accrue the pro-rata portion of annual leave for which he/she is entitled for each pay period or major fraction thereof, for which he/she is in paid status. An employee may not carryover into the next fiscal year more than three times the annual allotted time. An employee may be compensated at his/her regular rate

of pay for annual leave accrued in excess of two times the annual allotted time on a quarterly basis as determined by the Finance Manager.

Upon departure from the District for any reason, an employee shall be compensated for any unused annual leave at the employee's regular rate.

B. Sick Leave

An employee shall be entitled to sick leave with pay at the rate of one day for each month of employment. An employee who has accumulated sick leave above 120 days (960 hours) may elect to receive a cash payment of 25% of the accrued sick leave above 120 days in lieu of retaining excess sick leave credits. Sick leave shall mean personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control, or the illness of a member of the immediate family of such employee which illness requires his/her personal care and attention. Immediate family shall include the parent, spouse, and children, brother, or sister of the employee. Any sick leave accrued beyond a balance of 96 hours may, at the option of the employee, be converted to annual leave. All unused sick leave accrued shall be paid to an employee who retires immediately upon leaving the District under the provisions of PERS.

C. Administrative Leave

An employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the General Manager. Upon approval of the General Manager, time worked in excess of eighty hours in a pay period may be saved and taken as time off in another pay period when the extra hours are earned through participation in unusual, lengthy activities which require the presence of the employee in meetings, hearings, or negotiations. Administrative leave not taken during the fiscal year is lost.

D. Personal Leave

An employee shall be entitled to use 40 hours per year of personal leave, chargeable to accumulated sick leave.

E. Bereavement Leave

An employee shall be granted a leave with pay in the event of the death of any member of the employee's family. The leave shall be for a period of three (3) working days, five (5) working days if travel is required in excess of 350 miles. The family member is defined as spouse, parent, grandparent, sister, brother, child, grandchild, foster parent, stepparent, foster child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, nieces, nephews, aunt, uncle, or any person living in the immediate household of the employee.

F. Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member with appropriate verification. An employee shall be paid for these absences from his/her sick leave or annual leave accruals.

G. Paid Birth/Adoptive Leave

An employee is entitled to forty hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two months of the birth or adoption or at the employee's option at the expiration of state disability Insurance payments.

H. Jury Duty

An employee required to report for jury duty (except for Grand jury) or to answer a subpoena, as a witness shall be granted leave with full pay until released by the court. An employee shall have court-paid per diems deducted from his/her daily pay during jury duty assignment.

I. Paid Military Leave

An employee in permanent status who is required to attend summer military training exercises as part of his/her military reserve obligation, shall be granted paid military leave not to exceed thirty (30) working days annually.

VII. UNPAID LEAVES OF ABSENCE

A. Maternity/Childcare Leave

Maternity/childcare leave shall be granted for a maximum period of twelve (12) months. If an employee does not have a sufficient paid leave balance to cover the period of absence, an unpaid leave of absence shall be granted.

B. FMLA / CFRA

The District will comply with the Family Medical Leave Act and the California Family Rights Act, as amended. Generally these Acts provide for up to twelve weeks leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve month period preceding the leave. Accrued sick leave must be used before any unpaid leave. This FMLA/CFRA leave will run concurrently with any other absence due to an employee's serious health condition.

VIII. EXEMPT MANAGEMENT PROVISION

An employee who has exhausted all leave accruals shall not have his/her salary reduced by being absent from work on an authorized absence of less than one full day.

IX. OTHER BENEFITS

A. Training

An employee shall be authorized to attend transit seminars and workshops, and to visit other properties as part of his/her ongoing job duties, and shall be compensated for receipted expenses incurred in so doing.

An employee may request release time and reimbursement of expenses for course work relevant to the employee's duties and area of responsibility. Expenses, which may be reimbursed, include tuition, meals and books. For courses which require an overnight stay out-of-town, the employee may receive a pro-rata meal allowance of \$20 per diem at the discretion of the General Manager. Reimbursement will not be made for academic or professional credentials for degrees, but might cover classes within a credential or degree program only as they relate to the specific job tasks and areas of responsibility of the employee. Approval of release time and reimbursement of expenses is at the discretion of the General Manager, and subject to the demonstrated cost-benefit ratio of the training and the current workload of the employee.

B. Mileage reimbursement

If the District requires an employee to use the employee's private insured automobile to conduct District business, the employee shall be reimbursed for automobile expenses at the rate established annually by the IRS.

C. On Call duty

If an employee is required to be on call, they shall be offered access to a District vehicle in order to provide for home to work transportation. "On call" shall be defined as the requirement for the employee to report to work after or before normal duty hours to perform the functions which cannot otherwise be performed during regular duty hours. When an employee is assigned such duties on a regular basis, he/she may be assigned a car for home to work transportation on a regular basis. If such work is assigned on a periodic or occasional basis, the assignment of a car for home to work transportation shall be on an as-needed basis only, as approved by the General Manager. The staff car assigned on an on-call basis to an employee shall be used to provide transportation only between the home and the work place. It shall not be used to make intermediate stops or for any other personal use. During normal duty hours, staff cars are similarly restricted for use only for official business of the District or for transportation between the facilities of the District.

D. Communication Allowance

When approved by the General Manager, an employee may receive a communication allowance of \$12 each two-week pay period when in possession of a cellular telephone and furnishing the District with the cellular telephone number that may be used by other District management to reach the employee; for an employee approved to have a cellular telephone which is radio linked to the District's Dispatch Center, the allowance shall be \$24 each two-week pay period. An employee on approved District travel with the General Manager's approval, may be reimbursed for eligible roaming and long distance charges.

X. LAYOFF

A. Insurance

An employee separated from District service as a result of layoff shall have his/her insurance benefits paid by the District at the same level while employed for a period of ninety (90) days from the date of separation.

B. Severance Pay

An employee laid off shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service up to a maximum of eighty (80) hours severance pay.

<u>Exhibit A</u>						
		MANAGEMENT				
Effective 7/01/04	MONTHLY SALARY SCHEDULE					
<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Secretary/General Manger	9,828	10,310	10,838	11,379	11,948	12,546
District Counsel	8,924	9,362	9,828	10,310	10,838	11,379
Assistant General Manager	7,726	8,111	8,510	8,933	9,384	9,853
Operations Manager	7,024	7,374	7,735	8,120	8,526	8,951
Finance Manager	6,323	6,637	6,960	7,308	7,668	8,050
Fleet Maintenance Manager	6,323	6,637	6,960	7,308	7,668	8,050
Human Resources Manager	6,323	6,637	6,960	7,308	7,668	8,050
Information Technology Manager	6,323	6,637	6,960	7,308	7,668	8,050
Planning & Marketing Manager	6,323	6,637	6,960	7,308	7,668	8,050
Senior Database Administrator	5,656	5,937	6,235	6,546	6,874	7,217
Assistant Finance Manager	5,287	5,546	5,819	6,106	6,403	6,724
Assistant HR Manager	5,287	5,546	5,819	6,106	6,403	6,724
Base Superintendent	5,287	5,546	5,819	6,106	6,403	6,724
Paratransit Administrator	5,287	5,546	5,819	6,106	6,403	6,724
Project Manager	5,287	5,546	5,819	6,106	6,403	6,724
Facilities Maintenance Manager	5,136	5,389	5,653	5,931	6,221	6,532

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: CONSIDERATION OF ISSUING A DECLARATION OF FISCAL EMERGENCY

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors issue a declaration of fiscal emergency.

II. SUMMARY OF ISSUES

- On June 25, 2004, the Board will be considering a number of service reductions for implementation in the fall bid for 2004, effective September 9, 2004.
- The California Environmental Quality Act (CEQA) requires under certain circumstances that environmental documents be prepared for implementation of service reductions.
- Public transit agencies are exempt from this requirement if a fiscal emergency necessitates the service reductions.
- In order to comply with this exemption, the transit agency must make a specific finding that there is a fiscal emergency. Before taking its proposed budgetary actions and making the finding of fiscal emergency, the transit agency must hold a public hearing. After this public hearing, the transit agency must respond within 30 days at a regular public meeting to suggestions made by the public at that initial hearing.

III. DISCUSSION

The service reductions planned to be implemented on September 9, 2004, have been proposed solely due to the District's financial situation. A balanced budget for FY 04-05 cannot be adopted without some level of decrease in expense from the existing level of service. Along with service reductions, staff recommends that the District also implement other cost-reduction measures detailed in the final budget document.

The CEQA guidelines provide a formula for determining whether a "fiscal emergency" exists. Staff has projected the District's cash position at June 30, 2005, assuming no change in the existing level of service (Attachment A) and based on the draft final budget. Since this projection results in a negative figure, the definition of fiscal emergency is met, and the Board may issue such a declaration.

The District has also met the public hearing and response requirements required by the exemption.

IV. FINANCIAL CONSIDERATIONS

If the Board does not issue the declaration of fiscal emergency on June 25, 2004, the proposed service changes will not be implemented on September 9, 2004, resulting in a failure to balance the FY 04-05 operating budget.

V. ATTACHMENTS

Attachment A: Determination of Fiscal Emergency

DETERMINATION OF FISCAL EMERGENCY

At June 30, 2003	
Cash and cash equivalents	\$ 18,866,603
Sales tax and other receivables	\$ 3,499,002
	\$ 22,365,605
Less:	
Accounts Payable and accrued liabilities	\$ (879,522)
Accrued payroll and employee benefits	\$ (2,682,972)
Other accrued liabilities	\$ (3,078,408)
Security deposits	\$ (15,714)
Deferred revenue	\$ (21,872)
Subtotal	\$ 15,687,117
Less restricted reserves:	
Cash flow reserve	\$ (2,600,000)
Workers' comp reserve	\$ (1,320,000)
Insurance reserve	\$ (770,000)
Reserve required to fund transportation improvement program for 2004-2008	\$ (13,350,000)
Funds available at June 30, 2003	\$ (2,352,883)
Estimated retirement to reserves at June 30, 2004	\$ 800,000
Estimated unrestricted cash position at June 30, 2004	\$ (1,552,883)
Estimated revenue shortfall in FY 04-05	\$ (2,800,000)
Estimated unrestricted cash position at June 30, 2005	\$ (4,352,883)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: ADOPTION OF FY 04-05 AND FY 05-06 FINAL BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt a resolution approving the final budget for FY 04-05 and FY 05-06 as presented in Attachment B; authorize Board member travel in FY 04-05 as described in Attachment C; approve the Employee Incentive Program as presented in Attachment D; and authorize staffing levels as listed in Attachment F.

II. SUMMARY OF ISSUES

- The recommended final budget for FY 04-05 and FY 05-06 provides for continuation of the reduced level of transit service to the public as of June 2004, with additional service reductions effective September 2004.
- The recommended final operating budget totals \$33,246,678 in FY 04-05, a \$30,612 increase from the draft final budget primarily due to higher CalPERS medical insurance premiums effective January 2005. The FY 05-06 final budget has increased by \$169,389 from the draft final budget primarily due to a full year of the higher medical insurance premiums and subsequent increase effective January 2006.
- Several changes have been made to the draft final budget in operating revenue and operating expense to balance the final budget.
- The recommended final capital improvement program totals \$18,291,532, and includes several carryover projects from FY 03-04.

III. DISCUSSION

The final budget for FY 04-05 and FY 05-06 is presented this month for adoption by the Board of Directors, for implementation July 1, 2004, the first day of the new fiscal year. The authorizing resolution is included as Attachment A, with the recommended final budget as Attachment B (Exhibit A to the resolution).

State law requires that all Board member travel be formally authorized by the Board of Directors. To satisfy this requirement, all anticipated Board member travel during the fiscal year is included as Exhibit B to the budget resolution (Attachment C). This is the same level of Board travel as in FY 03-04.

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

The recommended final line item budget provides for \$33,158,000 in operating revenues in FY 04-05. This includes sales tax at 1.2% above FY 03-04 actual. Passenger revenue is projected based on trends through April 30th, the scheduled senior/disabled fare increase effective July 1, 2004, and a projected ten cent base fare increase effective July 1, 2005, which will be considered as part of the FY 05-06 budget process.

Operating expenses for FY 04-05 total \$33,246,678, with operating revenue totaling \$33,158,000 for a shortfall of \$88,677. In FY 05-06, operating revenues total \$33,980,000 with operating expenses at \$33,891,323, so that for the two year period, the budget is balanced.

In order to balance the final budget, staff proposes a number of actions which have been incorporated into the recommended final budget document (Attachment B):

- Increase the medical insurance accounts for all departments except for Bus Operators to reflect the new HMO premium released by CalPERS on June 19, 2004, to be effective January 1, 2005. (The HMO premium does not affect the UTU representation unit due to a different formula for the medical premium caps in the UTU labor contract.)
- Adjust the FY 03-04 actual operating revenue to reflect the actual sales tax revenue received in FY 03-04, thereby reducing the FY 04-05 percentage increase over actual from 3% to 1.2%. The dollar amount of sales tax budgeted in FY 04-05 has not changed from the draft final budget.
- In FY 05-06, increase operating revenue by increasing the carryover amount by \$100,000 and increasing the one-time use of reserves by \$100,000.

A contingency fund has been created in each year in the amount of \$300,000 to assist in the event of expense overruns in volatile accounts such as fuel.

In addition, the service and staffing reductions included at the end of the draft final budget have been incorporated into the individual line item accounts.

Departmental descriptions and objectives for FY 04-05 are included as Attachment E.

A total of 278.25 full-time employee equivalents are funded in the FY 04-05 budget, as highlighted in Attachment F. This is a net reduction of 16.25 positions from the FY 03-04 budget. Meetings have been scheduled with Union representatives to notify them of potential layoffs. A net reduction of nine Bus Operator positions as a result of the service reductions will be mitigated by planned retirements. At this time, it appears that two Bus Operators will be laid off effective September 8, 2004.

In the SEIU representation unit, there are reductions in six positions of which four are currently occupied, as follows. These employees would be laid off effective September 30, 2004, unless there are separations prior to that date in any of these classifications.

VMU Unit

Two Mechanics – One Occupied

SEA Unit

Two Vehicle Service Workers – One Occupied
One Facilities Maintenance Worker – Occupied
One Customer Service Representative - Occupied

At the budget workshop with Union representatives and interested employees, two budget questions were raised. One involved the increase in printing costs in Human Resources in FY 04-05. This was a result of planned printing of the SEIU labor agreement. However, due to the one year MOU extension, this expense was moved forward to FY 05-06. The second comment was a suggestion that the Board of Directors either eliminate or reduce the expense of refreshments at Board meetings as a symbolic gesture.

At the May public hearing on the draft final budget, there were several requests for information from the Board and the public. The methodology of UCSC service billing is provided in Attachment G. The ten-year history of premiums and settlement costs for the District's casualty and liability program is included as Attachment H. A representative from the TMA addressed the Board at the meeting of June 11, 2004. Other questions relating to future operational savings from MetroBase and the District's vision for the future will be addressed in a five-year financial forecast to be presented to the Board in upcoming months.

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

IV. FINANCIAL CONSIDERATIONS

The recommended final budget for FY 04-05 and FY 05-06 is balanced with major service reductions and staffing reductions in FY 04-05, use of reserves, and projected carryover in the amount of \$800,000 each year. The use of \$3,290,193 in reserves is required for the District's share of the capital improvement program.

V. ATTACHMENTS

- Attachment A:** Budget Resolution.
- Attachment B:** Recommended FY 04-05 and FY 05-06 Final Budget.
- Attachment C:** Board Member Travel.
- Attachment D:** Employee Incentive Program.
- Attachment E:** Department Descriptions and Objectives.
- Attachment F:** FY 04-05 Authorized Personnel.
- Attachment G:** Explanation of UCSC Service Revenue.
- Attachment H:** History of Casualty & Liability Expense

ATTACHMENT A

FY 04-05 and FY 05-06

BUDGET RESOLUTION

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ADOPTING A BUDGET FOR FISCAL YEARS 2004-2005 AND 2005-2006**

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

WHEREAS, a budget for capital and operating expenses and revenues has been developed for fiscal years 2004-2005 and 2005-2006;

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

BE IT FURTHER RESOLVED, that the Board member travel attached hereto as Exhibit B is hereby adopted this 25th day of June, 2004, by the following vote.

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

EMILY REILLY
Chairperson

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

ATTACHMENT B

FY 04-05 and FY 05-06

RECOMMENDED FINAL BUDGET

(EXHIBIT A)

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FINAL BUDGET
FY 04-05 AND FY 05-06**

REVENUE SOURCE		ESTIMATED ACTUAL FY 03-04	FINAL FY 04-05	CHANGE FROM FY 03-04 ACTUAL	FINAL FY 05-06	CHANGE FROM FY 04-05 FINAL
1	Passenger Fares	\$ 3,821,101	\$ 3,897,107	2.0%	\$ 4,014,156	3.0%
2	Special Transit Fares	\$ 2,044,876	\$ 2,166,861	6.0%	\$ 2,231,867	3.0%
3	Paratransit Fares	\$ 285,000	\$ 324,000	13.7%	\$ 356,400	10.0%
4	Highway 17 Fares	\$ 326,458	\$ 326,458	0.0%	\$ 336,252	3.0%
5	Highway 17 VTA Payment	\$ 337,242	\$ 337,242	0.0%	\$ 347,359	3.0%
6	Highway 17 AMTRAK Payment	\$ -	\$ 370,000	100.0%	\$ 381,100	3.0%
7	Commissions	\$ 7,400	\$ 7,400	0.0%	\$ 7,548	2.0%
8	Net Advertising Income - District	\$ -	\$ 45,000	100.0%	\$ 90,000	100.0%
9	Rent Income - SC Metro Center	\$ 93,691	\$ 95,745	2.2%	\$ 98,617	3.0%
10	Rent Income - Watsonville TC	\$ 40,359	\$ 47,877	18.6%	\$ 49,313	3.0%
11	Rent Income - General	\$ 19,200	\$ 9,600	-50.0%	\$ -	-100.0%
12	Interest Income	\$ 280,000	\$ 288,400	3.0%	\$ 297,000	3.0%
13	Other Non-Transp Revenue	\$ 10,000	\$ 6,000	-40.0%	\$ 6,120	2.0%
14	Sales Tax	\$15,188,226	\$15,377,900	1.2%	\$15,839,237	3.0%
15	Transp Dev Act (TDA) Funds	\$ 5,337,724	\$ 5,413,251	1.4%	\$ 5,662,791	4.6%
16	FTA Sec 5307 - Op Assistance	\$ 2,804,435	\$ 2,950,231	5.2%	\$ 2,804,435	-4.9%
17	FTA Sec 5311 - Rural Op Asst	\$ 65,704	\$ 92,928	41.4%	\$ 65,704	-29.3%
18	Transfer from Capital/Proj Mgr	\$ 40,000	\$ 102,000	155.0%	\$ 107,100	5.0%
SUBTOTAL REVENUE		\$30,701,416	\$31,858,000	3.8%	\$32,695,000	2.6%
ONE-TIME REVENUE						
19	FTA Sec 5303 - Planning Funds	\$ -	\$ -	0.0%	\$ -	0.0%
20	FTA Sec 5307 - One Time Advance	\$ -	\$ 350,000	100.0%	\$ -	-100.0%
21	Carryover from Previous Year	\$ 950,000	\$ 800,000	-15.8%	\$ 800,000	0.0%
22	Transfer from Reserves	\$ 350,000	\$ -	-100.0%	\$ 335,000	100.0%
23	Transfer from Insurance Reserves	\$ 100,000	\$ 150,000	50.0%	\$ 150,000	0.0%
SUBTOTAL ONE-TIME REVENUE		\$ 1,400,000	\$ 1,300,000	-7.1%	\$ 1,285,000	-1.2%
TOTAL REVENUE		\$32,101,416	\$33,158,000	3.3%	\$33,980,000	2.5%

Updated 6/18/04

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
DEPARTMENTAL EXPENSES**

DEPARTMENT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
1100 Administration	1,488,771	1,485,975	-0.2%	1,544,959	4.0%
1200 Finance	1,465,473	1,452,121	-0.9%	1,508,727	3.9%
1300 Customer Service	601,649	582,087	-3.3%	576,919	-0.9%
1400 Human Resources	394,245	385,065	-2.3%	409,360	6.3%
1500 Information Technology	525,675	530,905	1.0%	558,877	5.3%
1700 District Counsel	371,304	387,995	4.5%	412,057	6.2%
1800 Risk Management	206,350	254,870	23.5%	258,014	1.2%
2200 Facilities Maintenance	1,510,409	1,499,795	-0.7%	1,577,207	5.2%
3100 Paratransit Program	3,408,625	2,980,092	-12.6%	3,105,440	4.2%
3200 Operations	2,491,353	2,500,002	0.3%	2,584,768	3.4%
3300 Bus Operators	11,835,593	12,668,130	7.0%	12,818,005	1.2%
4100 Fleet Maintenance	6,897,517	6,914,308	0.2%	7,090,374	2.5%
9001 Cobra Benefits	14,500	-	-100.0%	-	0.0%
9005 Retired Employee Benefits	842,280	955,033	13.4%	1,076,316	12.7%
Additional Operating Programs	1,257	300	-76.1%	300	0.0%
SUBTOTAL OPERATING EXPENSE	32,055,000	32,596,678	1.7%	33,521,323	2.8%
One-Time Paratransit Expenses	-	350,000	100.0%	70,000	-80.0%
Contingency Fund	-	300,000	100.0%	300,000	0.0%
TOTAL OPERATING EXPENSES	32,055,000	33,246,678	3.7%	33,891,323	1.9%
TOTAL OPERATING REVENUE		33,158,000		33,980,000	
BALANCE		(88,677)		88,677	
CUMULATIVE BALANCE					0

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501011 Bus Operator Pay	5,842,355	6,753,430	15.6%	6,891,769	2.0%
501013 Bus Operator OT	1,227,591	1,020,350	-16.9%	1,020,350	0.0%
501021 Other Salaries	6,163,922	6,173,059	0.1%	6,363,185	3.1%
501023 Other OT	244,709	165,700	-32.3%	165,200	-0.3%
Totals	13,478,577	14,112,539	4.7%	14,440,504	2.3%
FRINGE BENEFITS					
502011 Medicare/SS	148,453	161,240	8.6%	166,077	3.0%
502021 Retirement	1,150,821	1,510,704	31.3%	1,548,656	2.5%
502031 Medical Ins	2,735,218	2,908,041	6.3%	3,196,449	9.9%
502041 Dental Ins	465,509	460,743	-1.0%	519,578	12.8%
502045 Vision Ins	123,307	125,100	1.5%	125,100	0.0%
502051 Life Ins	60,473	61,065	1.0%	69,175	13.3%
502060 State Disability	196,086	217,937	11.1%	239,731	10.0%
502061 Disability Ins	221,053	237,221	7.3%	260,943	10.0%
502071 State Unemployment	46,893	71,243	51.9%	81,929	15.0%
502081 Worker's Comp	1,673,634	1,473,634	-12.0%	1,298,634	-11.9%
502101 Holiday Pay	293,274	297,164	1.3%	305,157	2.7%
502103 Floating Holiday	59,700	60,008	0.5%	62,017	3.3%
502109 Sick Leave	680,481	678,967	-0.2%	696,259	2.5%
502111 Vacation	1,414,927	1,432,415	1.2%	1,467,957	2.5%
502121 Other Paid Absence	148,394	160,307	8.0%	156,110	-2.6%
502251 Phys. Exam - Renewal	10,758	11,848	10.1%	11,848	0.0%
502253 Driver Lic Renewal	2,681	3,431	28.0%	3,431	0.0%
502999 Other Fringe Benefits	17,892	16,856	-5.8%	16,856	0.0%
Totals	9,449,554	9,887,923	4.6%	10,225,908	3.4%
SERVICES					
503011 Accting/Audit Fees	81,234	80,250	-1.2%	77,650	-3.2%
503012 Admin/Bank Fees	210,250	231,450	10.1%	238,392	3.0%
503031 Prof/Technical & Fees	351,000	262,180	-25.3%	270,045	3.0%
503032 Legislative Services	73,180	73,180	0.0%	75,375	3.0%
503033 Legal Services	58,000	54,320	-6.3%	55,950	3.0%
503034 Employment Exams	17,045	10,181	-40.3%	10,486	3.0%
503041 Temp Help	6,000	-	-100.0%	-	0.0%
503161 Custodial Services	89,000	83,800	-5.8%	86,314	3.0%
503162 Uniforms/Laundry	40,239	37,500	-6.8%	38,625	3.0%
503171 Security Services	392,188	392,555	0.1%	404,332	3.0%
503221 Classified/Legal Ads	16,800	14,978	-10.8%	15,427	3.0%
503225 Graphics Services	15,000	15,000	0.0%	15,450	3.0%
503351 Building Repair - Out	40,000	35,000	-12.5%	36,050	3.0%
503352 Equip Repair - Out	148,686	151,546	1.9%	156,092	3.0%
503353 Rev Veh Repair - Out	206,000	218,222	5.9%	224,769	3.0%
503354 Other Veh Repair - Out	64,570	56,341	-12.7%	58,031	3.0%
503363 Haz Waste Disposal	46,000	46,000	0.0%	47,380	3.0%
Totals	1,855,192	1,762,503	-5.0%	1,810,369	2.7%

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
PURCHASED TRANSPORTATION					
503405 Contract Transp	100	100	100.0%	100	0.0%
503406 Contract/Paratransit	2,961,653	2,606,136	-12.0%	2,710,381	4.0%
Totals	2,961,753	2,606,236	-12.0%	2,710,481	4.0%
MOBILE MATERIALS & SUPPLIES					
504011 Fuels & Lubricants	91,477	90,780	-0.8%	92,596	2.0%
504012 Fuels & Lubricants - Rev Veh	1,395,072	1,469,534	5.3%	1,471,016	0.1%
504021 Tires & Tubes	121,000	164,000	35.5%	170,560	4.0%
504161 Other Mobile Supplies	6,500	6,000	-7.7%	6,240	4.0%
504191 Rev Vehicle Parts	444,400	344,000	-22.6%	357,760	4.0%
Totals	2,058,449	2,074,314	0.8%	2,098,172	1.2%
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	3,800	4,574	20.4%	4,711	3.0%
504211 Postage & Mailing	19,867	18,600	-6.4%	19,158	3.0%
504214 Promotional Items	575	25	-95.7%	26	3.0%
504215 Printing	72,480	68,925	-4.9%	77,083	11.8%
504217 Photo Supp/Process	12,250	11,620	-5.1%	11,969	3.0%
504311 Office Supplies	64,610	51,284	-20.6%	52,823	3.0%
504315 Safety Supplies	18,325	18,375	0.3%	18,926	3.0%
504317 Cleaning Supplies	61,100	56,100	-8.2%	57,783	3.0%
504409 Repair/Maint Supply	64,900	65,000	0.2%	66,950	3.0%
504421 Non-Inventory Parts	48,300	42,000	-13.0%	43,260	3.0%
504511 Small Tools	8,100	8,100	0.0%	8,343	3.0%
504515 Employee Tools	1,500	1,500	0.0%	1,545	3.0%
Totals	375,807	346,103	-7.9%	362,576	4.8%
UTILITIES					
505011 Gas & Electric	188,081	182,600	-2.9%	189,904	4.0%
505021 Water & Garbage	88,541	76,207	-13.9%	79,255	4.0%
505031 Telecommunications	56,555	51,498	-8.9%	53,558	4.0%
Totals	333,177	310,305	-6.9%	322,717	4.0%
CASUALTY & LIABILITY COSTS					
506011 Insurance - Property	41,000	40,000	-2.4%	42,000	5.0%
506015 Insurance - PL/PD	509,000	541,000	6.3%	568,050	5.0%
506021 Insurance - Other	91,500	1,000	-98.9%	1,050	5.0%
506123 Settlement Costs	100,000	150,000	50.0%	150,000	0.0%
506127 Repair - District Prop	-	-	0.0%	-	0.0%
506999 Other Casualty Exp	-	-	0.0%	-	0.0%
Totals	741,500	732,000	-1.3%	761,100	4.0%

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
CONSOLIDATED EXPENSES**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
TAXES					
507051 Fuel Tax	10,933	10,544	-3.6%	10,860	3.0%
507201 Licenses & Permits	12,515	12,850	2.7%	13,236	3.0%
507999 Other Taxes	25,600	25,200	-1.6%	24,700	-2.0%
Totals	49,048	48,594	-0.9%	48,796	0.4%
MISC EXPENSE					
509011 Dues/Subscriptions	52,265	51,176	-2.1%	51,176	0.0%
509081 Advertising-Promo	1,500	-	-100.0%	-	0.0%
509101 Incentive Program	10,642	7,820	-26.5%	7,820	0.0%
509121 Employee Training	26,775	5,900	-78.0%	5,900	0.0%
509123 Travel	35,941	19,915	-44.6%	19,915	0.0%
509125 Other Misc Expense	4,614	4,200	-9.0%	4,200	0.0%
509127 Board Fees	13,200	13,200	0.0%	13,200	0.0%
509150 Contributions	500	500	0.0%	500	0.0%
Totals	145,437	102,711	-29.4%	102,711	0.0%
LEASES & RENTALS					
512011 Facility Lease	583,009	593,210	1.7%	616,938	4.0%
512061 Equipment Rental	23,497	20,240	-13.9%	21,050	4.0%
Totals	606,506	613,450	1.1%	637,988	4.0%
PERSONNEL TOTAL	22,928,131	24,000,462	4.7%	24,666,412	2.8%
NON-PERSONNEL TOTAL	9,126,869	8,596,216	-5.8%	8,854,910	3.0%
DEPARTMENT TOTALS	32,055,000	32,596,678	1.7%	33,521,323	2.8%
One-Time Paratransit Expenses	-	350,000	100.0%	70,000	-80.0%
Contingency Fund	-	300,000	100.0%	300,000	0.0%
TOTAL OPERATING EXPENSE	32,055,000	33,246,678	3.7%	33,891,323	1.9%
TOTAL OPERATING REVENUE		33,158,000		33,980,000	
BALANCE		(88,677)		88,677	
CUMULATIVE BALANCE					0

ADMINISTRATION

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Administration - 1100

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE		
			FROM FY 03-04	FROM FY 04-05	
LABOR					
501021 Other Salaries	593,242	589,334	-0.7%	609,623	3.4%
501023 Other OT	500	500	0.0%	-	-100.0%
Totals	593,742	589,834	-0.7%	609,623	3.4%
FRINGE BENEFITS					
502011 Medicare/SS	9,097	9,697	6.6%	9,988	3.0%
502021 Retirement	57,196	71,744	25.4%	74,172	3.4%
502031 Medical Ins	63,482	68,886	8.5%	79,996	16.1%
502041 Dental Ins	11,242	10,642	-5.3%	12,238	15.0%
502045 Vision Ins	3,332	3,240	-2.8%	3,240	0.0%
502051 Life Ins	2,013	1,976	-1.9%	2,272	15.0%
502060 State Disability (SDI)	6,147	6,649	8.2%	7,314	10.0%
502061 Long Term Disability Ins	8,626	8,972	4.0%	9,870	10.0%
502071 State Unemployment (SUI)	1,470	2,174	47.9%	2,500	15.0%
502081 Worker's Comp	31,987	31,987	0.0%	31,987	0.0%
502101 Holiday Pay	7,639	7,570	-0.9%	7,833	3.5%
502103 Floating Holiday	14,800	14,800	0.0%	15,176	2.5%
502109 Sick Leave	30,555	30,279	-0.9%	31,331	3.5%
502111 Vacation	56,845	54,981	-3.3%	56,726	3.2%
502121 Other Paid Absence	4,000	4,000	0.0%	4,000	0.0%
502999 Other Fringe Benefits	936	475	-49.3%	475	0.0%
Totals	309,367	328,071	6.0%	349,117	6.4%
SERVICES					
503012 Admin/Bank Fees	1,100	1,100	0.0%	1,133	3.0%
503031 Prof/Technical & Fees	26,580	14,080	-47.0%	14,502	3.0%
503032 Legislative Services	73,180	73,180	0.0%	75,375	3.0%
503221 Classified/Legal Ads	7,300	7,478	2.4%	7,702	3.0%
503352 Equip Repair - Out	7,800	7,500	-3.8%	7,725	3.0%
Totals	115,960	103,338	-10.9%	106,438	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	8,960	9,100	1.6%	9,373	3.0%
504215 Printing	9,300	6,580	-29.2%	6,777	3.0%
504217 Photo Supp/Process	100	100	0.0%	103	3.0%
504311 Office Supplies	8,750	6,630	-24.2%	6,829	3.0%
Totals	27,110	22,410	-17.3%	23,082	3.0%
UTILITIES					
505011 Gas & Electric	40,000	43,000	7.5%	44,720	4.0%
505021 Water & Garbage	4,645	4,645	0.0%	4,831	4.0%
505031 Telecommunications	8,500	5,436	-36.0%	5,653	4.0%
Totals	53,145	53,081	-0.1%	55,204	4.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Administration - 1100

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE					
509011 Dues/Subscriptions	40,683	43,480	6.9%	43,480	0.0%
509101 Incentive Program	2,188	4,820	120.3%	4,820	0.0%
509123 Travel	31,606	18,295	-42.1%	18,295	0.0%
509125 Other Misc Expense	2,814	3,100	10.2%	3,100	0.0%
509127 Board Fees	13,200	13,200	0.0%	13,200	0.0%
Totals	<u>90,491</u>	<u>82,895</u>	-8.4%	<u>82,895</u>	0.0%
LEASES & RENTALS					
512011 Facility Lease	296,616	304,006	2.5%	316,166	4.0%
512061 Equipment Rental	2,340	2,340	0.0%	2,434	4.0%
Totals	<u>298,956</u>	<u>306,346</u>	2.5%	<u>318,600</u>	4.0%
PERSONNEL TOTAL	903,109	917,905	1.6%	958,740	4.4%
NON-PERSONNEL TOTAL	585,662	568,070	-3.0%	586,220	3.2%
DEPARTMENT TOTALS	<u><u>1,488,771</u></u>	<u><u>1,485,975</u></u>	-0.2%	<u><u>1,544,959</u></u>	4.0%

FINANCE

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	351,864	356,683	1.4%	365,978	2.6%
501023 Other OT	500	500	0.0%	500	0.0%
Totals	352,364	357,183	1.4%	366,478	2.6%
FRINGE BENEFITS					
502011 Medicare/SS	3,297	2,567	-22.1%	2,644	3.0%
502021 Retirement	34,268	44,131	28.8%	45,322	2.7%
502031 Medical Ins	34,997	43,946	25.6%	51,288	16.7%
502041 Dental Ins	7,092	9,015	27.1%	10,367	15.0%
502045 Vision Ins	1,999	2,160	8.1%	2,160	0.0%
502051 Life Ins	1,235	1,317	6.6%	1,515	15.0%
502060 State Disability (SDI)	3,688	4,433	20.2%	4,876	10.0%
502061 Long Term Disability Ins	5,168	5,519	6.8%	6,071	10.0%
502071 State Unemployment (SUI)	882	1,449	64.3%	1,666	15.0%
502081 Worker's Comp	6,287	6,287	0.0%	6,287	0.0%
502101 Holiday Pay	4,479	4,522	1.0%	4,639	2.6%
502103 Floating Holiday	7,900	7,900	0.0%	8,067	2.1%
502109 Sick Leave	17,917	18,087	0.9%	18,556	2.6%
502111 Vacation	35,475	37,990	7.1%	39,574	4.2%
502121 Other Paid Absence	6,000	6,000	0.0%	6,000	0.0%
502999 Other Fringe Benefits	624	158	-74.7%	158	0.0%
Totals	171,308	195,481	14.1%	209,190	7.0%
SERVICES					
503011 Accting/Audit Fees	81,234	80,000	-1.5%	77,400	-3.3%
503012 Admin/Bank Fees	209,100	230,300	10.1%	237,209	3.0%
503031 Prof/Technical & Fees	150	-	-100.0%	-	0.0%
503352 Equip Repair - Out	586	400	-31.7%	412	3.0%
Totals	291,070	310,700	6.7%	315,021	1.4%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	200	100	-50.0%	103	3.0%
504215 Printing	1,500	750	-50.0%	773	3.0%
504311 Office Supplies	4,156	3,000	-27.8%	3,090	3.0%
Totals	5,856	3,850	-34.3%	3,966	3.0%
UTILITIES					
505031 Telecommunications	1,665	1,500	-9.9%	1,560	4.0%
Totals	1,665	1,500	-9.9%	1,560	4.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
CASUALTY & LIABILITY COSTS					
506011 Insurance - Property	41,000	40,000	-2.4%	42,000	5.0%
506015 Insurance - PL/PD	509,000	541,000	6.3%	568,050	5.0%
506021 Insurance - Other	91,500	1,000	-98.9%	1,050	5.0%
Totals	641,500	582,000	-9.3%	611,100	5.0%
TAXES					
507201 Licenses & Permits	-	200	0.0%	206	3.0%
Totals	-	200	0.0%	206	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	1,333	1,157	-13.2%	1,157	0.0%
509101 Incentive Program	277	-	-100.0%	-	0.0%
509123 Travel	100	50	-50.0%	50	0.0%
Totals	1,710	1,207	-29.4%	1,207	0.0%
PERSONNEL TOTAL	523,672	552,664	5.5%	575,668	4.2%
NON-PERSONNEL TOTAL	941,801	899,457	-4.5%	933,060	3.7%
DEPARTMENT TOTALS	1,465,473	1,452,121	-0.9%	1,508,727	3.9%

CUSTOMER SERVICE

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Customer Service - 1300

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	273,347	253,049	-7.4%	248,893	-1.6%
501023 Other OT	1,500	1,500	0.0%	1,500	0.0%
Totals	274,847	254,549	-7.4%	250,393	-1.6%
FRINGE BENEFITS					
502011 Medicare/SS	1,653	1,253	-24.2%	1,290	3.0%
502021 Retirement	26,836	31,470	17.3%	30,989	-1.5%
502031 Medical Ins	39,222	44,773	14.2%	49,593	10.8%
502041 Dental Ins	9,259	9,670	4.4%	10,746	11.1%
502045 Vision Ins	2,333	2,340	0.3%	2,340	0.0%
502051 Life Ins	1,125	1,105	-1.8%	1,182	7.0%
502060 State Disability (SDI)	4,303	4,433	3.0%	4,876	10.0%
502061 Long Term Disability Ins	4,120	3,936	-4.5%	4,329	10.0%
502071 State Unemployment (SUI)	1,029	1,449	40.8%	1,666	15.0%
502081 Worker's Comp	91,927	80,620	-12.3%	70,729	-12.3%
502101 Holiday Pay	3,487	3,040	-12.8%	3,100	2.0%
502109 Sick Leave	13,947	12,606	-9.6%	12,402	-1.6%
502111 Vacation	36,982	34,784	-5.9%	34,378	-1.2%
502121 Other Paid Absence	4,000	4,000	0.0%	4,000	0.0%
Totals	240,222	235,478	-2.0%	231,620	-1.6%
SERVICES					
503031 Prof/Technical & Fees	6,170	18,000	191.7%	18,540	3.0%
503225 Graphics Services	15,000	15,000	0.0%	15,450	3.0%
503352 Equip Repair - Out	2,500	2,500	0.0%	2,575	3.0%
Totals	23,670	35,500	50.0%	36,565	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	6,000	5,000	-16.7%	5,150	3.0%
504214 Promotional Items	200	-	-100.0%	-	0.0%
504215 Printing	30,000	30,000	0.0%	30,900	3.0%
504217 Photo Supp/Process	4,150	4,150	0.0%	4,275	3.0%
504311 Office Supplies	7,700	4,500	-41.6%	4,635	3.0%
Totals	48,050	43,650	-9.2%	44,960	3.0%
UTILITIES					
505031 Telecommunications	5,000	5,000	0.0%	5,200	4.0%
Totals	5,000	5,000	0.0%	5,200	4.0%
TAXES					
507201 Licenses & Permits	2,360	2,360	0.0%	2,431	3.0%
Totals	2,360	2,360	0.0%	2,431	3.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Customer Service - 1300

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE					
509011 Dues/Subscriptions	200	-	-100.0%	-	0.0%
509081 Advertising-Promo	1,500	-	-100.0%	-	0.0%
509101 Incentive Program	200	-	-100.0%	-	0.0%
509123 Travel	100	50	-50.0%	50	0.0%
509150 Contributions	500	500	0.0%	500	0.0%
Totals	<u>2,500</u>	<u>550</u>	<u>-78.0%</u>	<u>550</u>	<u>0.0%</u>
LEASES & RENTALS					
512061 Equipment Rental	5,000	5,000	0.0%	5,200	4.0%
Totals	<u>5,000</u>	<u>5,000</u>	<u>0.0%</u>	<u>5,200</u>	<u>4.0%</u>
PERSONNEL TOTAL	515,069	490,027	-4.9%	482,013	-1.6%
NON-PERSONNEL TOTAL	86,580	92,060	6.3%	94,905	3.1%
DEPARTMENT TOTALS	<u><u>601,649</u></u>	<u><u>582,087</u></u>	<u><u>-3.3%</u></u>	<u><u>576,919</u></u>	<u><u>-0.9%</u></u>

HRD

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	188,810	199,565	5.7%	213,660	7.1%
501023 Other OT	500	500	0.0%	500	0.0%
Totals	189,310	200,065	5.7%	214,160	7.0%
FRINGE BENEFITS					
502011 Medicare/SS	3,026	3,263	7.8%	3,361	3.0%
502021 Retirement	17,762	23,769	33.8%	25,441	7.0%
502031 Medical Ins	17,572	20,760	18.1%	23,915	15.2%
502041 Dental Ins	4,932	5,324	8.0%	6,123	15.0%
502045 Vision Ins	1,333	1,440	8.0%	1,440	0.0%
502051 Life Ins	778	830	6.7%	954	15.0%
502060 State Disability (SDI)	2,459	2,955	20.2%	3,251	10.0%
502061 Long Term Disability Ins	2,679	2,833	5.8%	3,117	10.0%
502071 State Unemployment (SUI)	588	966	64.3%	1,111	15.0%
502081 Worker's Comp	50,842	44,589	-12.3%	39,118	-12.3%
502101 Holiday Pay	2,439	2,596	6.4%	2,780	7.1%
502103 Floating Holiday	3,600	3,900	8.3%	4,172	7.0%
502109 Sick Leave	9,757	10,384	6.4%	11,121	7.1%
502111 Vacation	13,977	14,787	5.8%	15,837	7.1%
502121 Other Paid Absence	1,000	1,000	0.0%	1,000	0.0%
502999 Other Fringe Benefits	12,812	14,000	9.3%	14,000	0.0%
Totals	145,556	153,397	5.4%	156,740	2.2%
SERVICES					
503031 Prof/Technical & Fees	10,700	10,000	-6.5%	10,300	3.0%
503034 Employment Exams	17,045	10,181	-40.3%	10,486	3.0%
503221 Classified/Legal Ads	4,000	2,000	-50.0%	2,060	3.0%
503352 Equip Repair - Out	200	200	0.0%	206	3.0%
Totals	31,945	22,381	-29.9%	23,052	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	300	300	0.0%	309	3.0%
504215 Printing	400	200	-50.0%	6,296	3048.0%
504217 Photo Supp/Process	500	100	-80.0%	103	3.0%
504311 Office Supplies	1,800	1,350	-25.0%	1,391	3.0%
Totals	3,000	1,950	-35.0%	8,099	315.3%
UTILITIES					
505031 Telecommunications	1,012	912	-9.9%	948	4.0%
Totals	1,012	912	-9.9%	948	4.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
MISC EXPENSE					
509011 Dues/Subscriptions	1,840	1,610	-12.5%	1,610	0.0%
509101 Incentive Program	57	-	-100.0%	-	0.0%
509121 Employee Training	20,675	4,100	-80.2%	4,100	0.0%
509123 Travel	200	50	-75.0%	50	0.0%
509125 Other Misc Expense	650	600	-7.7%	600	0.0%
Totals	23,422	6,360	-72.8%	6,360	0.0%
PERSONNEL TOTAL	334,866	353,462	5.6%	370,900	4.9%
NON-PERSONNEL TOTAL	59,379	31,603	-46.8%	38,459	21.7%
DEPARTMENT TOTALS	394,245	385,065	-2.3%	409,360	6.3%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Information Technology - 1500

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE	FY 05-06 FINAL	% CHANGE
			FROM FY 03-04		FROM FY 04-05
LABOR					
501021 Other Salaries	282,770	286,204	1.2%	300,059	4.8%
501023 Other OT	1,700	1,500	-11.8%	1,500	0.0%
Totals	284,470	287,704	1.1%	301,559	4.8%
FRINGE BENEFITS					
502011 Medicare/SS	4,872	4,746	-2.6%	4,888	3.0%
502021 Retirement	27,229	34,863	28.0%	36,535	4.8%
502031 Medical Ins	39,143	36,505	-6.7%	41,482	13.6%
502041 Dental Ins	4,626	5,838	26.2%	6,714	15.0%
502045 Vision Ins	1,333	1,440	8.0%	1,440	0.0%
502051 Life Ins	914	974	6.6%	1,121	15.0%
502060 State Disability (SDI)	2,459	2,955	20.2%	3,251	10.0%
502061 Long Term Disability Ins	4,107	4,360	6.2%	4,796	10.0%
502071 State Unemployment (SUI)	588	966	64.3%	1,111	15.0%
502081 Worker's Comp	3,739	3,739	0.0%	3,739	0.0%
502101 Holiday Pay	3,648	3,693	1.2%	3,872	4.8%
502103 Floating Holiday	7,600	7,800	2.6%	8,323	6.7%
502109 Sick Leave	14,590	14,771	1.2%	15,488	4.9%
502111 Vacation	26,007	26,157	0.6%	27,221	4.1%
502121 Other Paid Absence	2,000	2,000	0.0%	2,000	0.0%
502999 Other Fringe Benefits	624	158	-74.7%	158	0.0%
Totals	143,478	150,966	5.2%	162,139	7.4%
SERVICES					
503031 Prof/Technical & Fees	2,500	500	-80.0%	515	3.0%
503352 Equip Repair - Out	62,000	62,100	0.2%	63,963	3.0%
Totals	64,500	62,600	-2.9%	64,478	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	200	200	0.0%	206	3.0%
504215 Printing	-	200	0.0%	206	3.0%
504311 Office Supplies	13,000	11,000	-15.4%	11,330	3.0%
Totals	13,200	11,400	-13.6%	11,742	3.0%
UTILITIES					
505031 Telecommunications	16,960	18,100	6.7%	18,824	4.0%
Totals	16,960	18,100	6.7%	18,824	4.0%
MISC EXPENSE					
509011 Dues/Subscriptions	85	85	0.0%	85	0.0%
509101 Incentive Program	57	-	-100.0%	-	0.0%
509121 Employee Training	2,500	-	-100.0%	-	0.0%
509123 Travel	425	50	-88.2%	50	0.0%
Totals	3,067	135	-95.6%	135	0.0%
PERSONNEL TOTAL	427,948	438,670	2.5%	463,698	5.7%
NON-PERSONNEL TOTAL	97,727	92,235	-5.6%	95,179	3.2%
DEPARTMENT TOTALS	525,675	530,905	1.0%	558,877	5.3%

District Counsel

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
District Counsel - 1700

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	224,651	233,751	4.1%	243,522	4.2%
501023 Other OT	500	500	0.0%	500	0.0%
Totals	225,151	234,251	4.0%	244,022	4.2%
FRINGE BENEFITS					
502011 Medicare/SS	3,744	3,845	2.7%	3,961	3.0%
502021 Retirement	20,888	28,456	36.2%	29,807	4.7%
502031 Medical Ins	35,691	44,247	24.0%	51,378	16.1%
502041 Dental Ins	7,447	8,040	8.0%	9,245	15.0%
502045 Vision Ins	1,333	1,440	8.0%	1,440	0.0%
502051 Life Ins	778	830	6.7%	954	15.0%
502060 State Disability (SDI)	2,459	2,955	20.2%	3,251	10.0%
502061 Long Term Disability Ins	3,385	3,559	5.1%	3,915	10.0%
502071 State Unemployment (SUI)	588	966	64.3%	1,111	15.0%
502081 Worker's Comp	3,629	3,629	0.0%	3,629	0.0%
502101 Holiday Pay	2,994	3,001	0.2%	3,101	3.3%
502103 Floating Holiday	6,000	6,066	1.1%	6,187	2.0%
502109 Sick Leave	11,976	12,005	0.2%	12,405	3.3%
502111 Vacation	20,852	20,907	0.3%	23,712	13.4%
502121 Other Paid Absence	2,300	2,300	0.0%	2,300	0.0%
502999 Other Fringe Benefits	312	158	-49.4%	158	0.0%
Totals	124,376	142,404	14.5%	156,553	9.9%
SERVICES					
503031 Prof/Technical & Fees	900	450	-50.0%	464	3.0%
503033 Legal Services	5,000	2,250	-55.0%	2,318	3.0%
503352 Equip Repair - Out	100	50	-50.0%	52	3.0%
Totals	6,000	2,750	-54.2%	2,833	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	100	50	-50.0%	52	3.0%
504215 Printing	175	90	-48.6%	93	3.0%
504217 Photo Supp/Process	100	50	-50.0%	52	3.0%
504311 Office Supplies	1,800	900	-50.0%	927	3.0%
Totals	2,175	1,090	-49.9%	1,123	3.0%
UTILITIES					
505031 Telecommunications	550	550	0.0%	572	4.0%
Totals	550	550	0.0%	572	4.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

District Counsel - 1700

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
TAXES					
507201 Licenses & Permits	-	150	0.0%	155	3.0%
Totals	-	150	0.0%	155	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	7,000	3,800	-45.7%	3,800	0.0%
509101 Incentive Program	42	-	-100.0%	-	0.0%
509121 Employee Training	3,600	1,800	-50.0%	1,800	0.0%
509123 Travel	2,410	1,200	-50.2%	1,200	0.0%
Totals	13,052	6,800	-47.9%	6,800	0.0%
PERSONNEL TOTAL	349,527	376,655	7.8%	400,575	6.4%
NON-PERSONNEL TOTAL	21,777	11,340	-47.9%	11,482	1.2%
DEPARTMENT TOTALS	371,304	387,995	4.5%	412,057	6.2%

Risk Management

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Risk Management - 1800

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
SERVICES					
503031 Prof/Technical & Fees	52,000	52,000	0.0%	53,560	3.0%
503033 Legal Services	53,000	52,070	-1.8%	53,632	3.0%
Totals	105,000	104,070	-0.9%	107,192	3.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	100	50	-50.0%	52	3.0%
504215 Printing	200	200	0.0%	206	3.0%
504217 Photo Supp/Process	350	250	-28.6%	258	3.0%
504311 Office Supplies	500	230	-54.0%	237	3.0%
Totals	1,150	730	-36.5%	752	3.0%
CASUALTY & LIABILITY COSTS					
506123 Settlement Costs	100,000	150,000	50.0%	150,000	0.0%
506999 Other Casualty Expense	-	-	0.0%	-	0.0%
Totals	100,000	150,000	50.0%	150,000	0.0%
MISC EXPENSE					
509011 Dues/Subscriptions	100	50	-50.0%	50	0.0%
509123 Travel	100	20	-80.0%	20	0.0%
Totals	200	70	-65.0%	70	0.0%
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	206,350	254,870	23.5%	258,014	1.2%
DEPARTMENT TOTALS	206,350	254,870	23.5%	258,014	1.2%

FACILITIES MAINTENANCE

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Facilities Maintenance - 2200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE	FY 05-06 FINAL	% CHANGE
			FROM FY 03-04		FROM FY 04-05
LABOR					
501021 Other Salaries	612,394	600,095	-2.0%	638,812	6.5%
501023 Other OT	19,000	19,000	0.0%	19,000	0.0%
Totals	631,394	619,095	-1.9%	657,812	6.3%
FRINGE BENEFITS					
502011 Medicare/SS	6,072	6,163	1.5%	6,347	3.0%
502021 Retirement	59,382	73,828	24.3%	77,999	5.6%
502031 Medical Ins	116,042	134,021	15.5%	152,048	13.5%
502041 Dental Ins	23,371	24,062	3.0%	27,296	13.4%
502045 Vision Ins	4,999	5,220	4.4%	5,220	0.0%
502051 Life Ins	2,545	2,620	2.9%	2,925	11.6%
502060 State Disability (SDI)	10,450	11,082	6.0%	12,190	10.0%
502061 Long Term Disability Ins	8,956	9,233	3.1%	10,156	10.0%
502071 State Unemployment (SUI)	2,499	3,623	45.0%	4,166	15.0%
502081 Worker's Comp	45,838	40,200	-12.3%	35,268	-12.3%
502101 Holiday Pay	7,727	7,442	-3.7%	7,692	3.4%
502103 Floating Holiday	3,700	3,647	-1.4%	3,720	2.0%
502109 Sick Leave	30,909	30,226	-2.2%	30,768	1.8%
502111 Vacation	71,373	71,922	0.8%	73,089	1.6%
502121 Other Paid Absence	8,000	8,000	0.0%	8,000	0.0%
502999 Other Fringe Benefits	312	312	0.0%	312	0.0%
Totals	402,175	431,600	7.3%	457,196	5.9%
SERVICES					
503031 Prof/Technical & Fees	21,000	16,000	-23.8%	16,480	3.0%
503161 Custodial Services	89,000	83,800	-5.8%	86,314	3.0%
503162 Uniforms/Laundry	9,000	7,000	-22.2%	7,210	3.0%
503171 Security Services	7,000	7,500	7.1%	7,725	3.0%
503351 Building Repair - Out	40,000	35,000	-12.5%	36,050	3.0%
503352 Equip Repair - Out	12,000	17,000	41.7%	17,510	3.0%
503363 Haz Waste Disposal	46,000	46,000	0.0%	47,380	3.0%
Totals	224,000	212,300	-5.2%	218,669	3.0%
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	300	-	-100.0%	-	0.0%
504215 Printing	1,000	1,000	0.0%	1,030	3.0%
504217 Photo Supp/Process	200	120	-40.0%	124	3.0%
504311 Office Supplies	2,800	1,500	-46.4%	1,545	3.0%
504315 Safety Supplies	8,500	8,000	-5.9%	8,240	3.0%
504317 Cleaning Supplies	35,000	35,000	0.0%	36,050	3.0%
504409 Repair/Maint Supply	64,900	65,000	0.2%	66,950	3.0%
504511 Small Tools	3,000	3,000	0.0%	3,090	3.0%
Totals	115,700	113,620	-1.8%	117,029	3.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Facilities Maintenance - 2200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
UTILITIES					
505011 Gas & Electric	52,200	50,330	-3.6%	52,343	4.0%
505021 Water & Garbage	42,240	30,900	-26.8%	32,136	4.0%
505031 Telecommunications	1,500	1,000	-33.3%	1,040	4.0%
Totals	<u>95,940</u>	<u>82,230</u>	-14.3%	<u>85,519</u>	4.0%
TAXES					
507201 Licenses & Permits	9,600	9,600	0.0%	9,888	3.0%
507999 Other Taxes	25,000	25,200	0.8%	24,700	-2.0%
Totals	<u>34,600</u>	<u>34,800</u>	0.6%	<u>34,588</u>	-0.6%
MISC EXPENSE					
509101 Incentive Program	300	-	-100.0%	-	0.0%
509123 Travel	200	50	-75.0%	50	0.0%
Totals	<u>500</u>	<u>50</u>	-90.0%	<u>50</u>	0.0%
LEASES & RENTALS					
512061 Equipment Rental	6,100	6,100	0.0%	6,344	4.0%
Totals	<u>6,100</u>	<u>6,100</u>	0.0%	<u>6,344</u>	4.0%
PERSONNEL TOTAL	1,033,569	1,050,695	1.7%	1,115,008	6.1%
NON-PERSONNEL TOTAL	476,840	449,100	-5.8%	462,199	2.9%
DEPARTMENT TOTALS	<u><u>1,510,409</u></u>	<u><u>1,499,795</u></u>	-0.7%	<u><u>1,577,207</u></u>	5.2%

ADA

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Paratransit Program - 3100

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	158,367	156,202	-1.4%	165,006	5.6%
501023 Other OT	200	200	0.0%	200	0.0%
Totals	158,567	156,402	-1.4%	165,206	5.6%
FRINGE BENEFITS					
502011 Medicare/SS	2,551	2,565	0.5%	2,642	3.0%
502021 Retirement	15,154	19,098	26.0%	20,318	6.4%
502031 Medical Ins	14,082	17,009	20.8%	19,752	16.1%
502041 Dental Ins	2,289	2,471	7.9%	2,841	15.0%
502045 Vision Ins	1,000	1,080	8.0%	1,080	0.0%
502051 Life Ins	617	659	6.7%	757	15.0%
502060 State Disability (SDI)	1,844	2,216	20.2%	2,438	10.0%
502061 Long Term Disability Ins	2,286	2,388	4.5%	2,627	10.0%
502071 State Unemployment (SUI)	441	725	64.3%	833	15.0%
502081 Worker's Comp	1,806	1,806	0.0%	1,806	0.0%
502101 Holiday Pay	2,057	2,026	-1.5%	2,141	5.7%
502103 Floating Holiday	3,400	3,100	-8.8%	3,322	7.2%
502109 Sick Leave	8,226	8,106	-1.5%	8,564	5.7%
502111 Vacation	14,790	16,660	12.6%	18,983	13.9%
502121 Other Paid Absence	500	500	0.0%	500	0.0%
502999 Other Fringe Benefits	312	96	-69.2%	96	0.0%
Totals	71,355	80,504	12.8%	88,701	10.2%
SERVICES					
503031 Prof/Technical & Fees	202,000	122,150	-39.5%	125,815	3.0%
Totals	202,000	122,150	-39.5%	125,815	3.0%
PURCHASED TRANS.					
503406 Contract/Paratransit	2,961,653	2,606,136	-12.0%	2,710,381	4.0%
Totals	2,961,653	2,606,136	-12.0%	2,710,381	4.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	2,500	2,500	0.0%	2,575	3.0%
504215 Printing	9,705	9,705	0.0%	9,996	3.0%
504217 Photo Supp/Process	750	750	0.0%	773	3.0%
504311 Office Supplies	1,600	1,600	0.0%	1,648	3.0%
Totals	14,555	14,555	0.0%	14,992	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	295	295	0.0%	295	0.0%
509123 Travel	200	50	0.0%	50	0.0%
Totals	495	345	0.0%	345	0.0%
PERSONNEL TOTAL	229,922	236,906	3.0%	253,907	7.2%
NON-PERSONNEL TOTAL	3,178,703	2,743,186	-13.7%	2,851,533	3.9%
DEPARTMENT TOTALS	3,408,625	2,980,092	-12.6%	3,105,440	4.2%

OPERATIONS

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Operations - 3200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE	FY 05-06 FINAL	% CHANGE
			FROM FY 03-04		FROM FY 04-05
LABOR					
501021 Other Salaries	1,102,228	1,160,516	5.3%	1,187,922	2.4%
501023 Other OT	130,309	49,500	-62.0%	49,500	0.0%
Totals	1,232,537	1,210,016	-1.8%	1,237,422	2.3%
FRINGE BENEFITS					
502011 Medicare/SS	4,341	6,313	45.4%	6,503	3.0%
502021 Retirement	114,633	144,227	25.8%	147,575	2.3%
502031 Medical Ins	160,055	178,915	11.8%	206,218	15.3%
502041 Dental Ins	29,852	30,220	1.2%	34,752	15.0%
502045 Vision Ins	6,998	7,200	2.9%	7,200	0.0%
502051 Life Ins	3,645	3,716	2.0%	4,274	15.0%
502060 State Disability (SDI)	12,908	14,775	14.5%	16,253	10.0%
502061 Long Term Disability Ins	17,877	18,037	0.9%	19,841	10.0%
502071 State Unemployment (SUI)	3,087	4,830	56.5%	5,555	15.0%
502081 Worker's Comp	60,771	53,296	-12.3%	46,757	-12.3%
502101 Holiday Pay	15,463	14,819	-4.2%	15,151	2.2%
502103 Floating Holiday	8,200	8,300	1.2%	8,465	2.0%
502109 Sick Leave	61,853	59,276	-4.2%	60,603	2.2%
502111 Vacation	160,614	154,244	-4.0%	157,730	2.3%
502121 Other Paid Absence	12,000	12,000	0.0%	12,000	0.0%
502251 Phys. Exam - Renewal	792	396	-50.0%	396	0.0%
502253 Driver Lic Renewal	256	216	-15.6%	216	0.0%
502999 Other Fringe Benefits	936	475	-49.3%	475	0.0%
Totals	674,282	711,256	5.5%	749,963	5.4%
SERVICES					
503031 Prof/Technical & Fees	25,000	25,000	0.0%	25,750	3.0%
503162 Uniforms/Laundry	500	500	0.0%	515	3.0%
503171 Security Services	385,188	385,055	0.0%	396,607	3.0%
503352 Equip Repair - Out	2,500	2,500	0.0%	2,575	3.0%
Totals	413,188	413,055	0.0%	425,447	3.0%
PURCHASED TRANS.					
503405 Contract Transp	100	100	0.0%	100	0.0%
Totals	100	100	0.0%	100	0.0%
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	500	500	0.0%	515	3.0%
504214 Promotional Items	125	25	-80.0%	26	3.0%
504215 Printing	15,000	15,000	0.0%	15,450	3.0%
504217 Photo Supp/Process	6,000	6,000	0.0%	6,180	3.0%
504311 Office Supplies	12,904	12,000	-7.0%	12,360	3.0%
504317 Cleaning Supplies	100	100	0.0%	103	3.0%
504511 Small Tools	100	100	0.0%	103	3.0%
Totals	34,729	33,725	-2.9%	34,737	3.0%

UTILITIES

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Operations - 3200

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
505011 Gas & Electric	28,350	28,350	0.0%	29,484	4.0%
505021 Water & Garbage	20,000	20,000	0.0%	20,800	4.0%
505031 Telecommunications	11,000	11,000	0.0%	11,440	4.0%
Totals	59,350	59,350	0.0%	61,724	4.0%
TAXES					
507201 Licenses & Permits	15	-	0.0%	-	0.0%
Totals	15	-	0.0%	-	0.0%
MISC EXPENSE					
509011 Dues/Subscriptions	-	70	100.0%	70	0.0%
509101 Incentive Program	3,800	-	-100.0%	-	0.0%
509123 Travel	200	50	-75.0%	50	0.0%
509125 Other Misc Expense	500	500	0.0%	500	0.0%
Totals	4,500	620	-86.2%	620	0.0%
LEASES & RENTALS					
512011 Facility Lease	66,652	65,880	-1.2%	68,515	4.0%
512061 Equipment Rental	6,000	6,000	0.0%	6,240	4.0%
Totals	72,652	71,880	-1.1%	74,755	4.0%
PERSONNEL TOTAL	1,906,819	1,921,272	0.8%	1,987,385	3.4%
NON-PERSONNEL TOTAL	584,534	578,730	-1.0%	597,383	3.2%
DEPARTMENT TOTALS	2,491,353	2,500,002	0.3%	2,584,768	3.4%

BUS OPERATORS

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Bus Operators - 3300

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501011 Bus Operator Pay	5,842,355	6,753,430	15.6%	6,891,769	2.0%
501013 Bus Operator OT	1,227,591	1,020,350	-16.9%	1,020,350	0.0%
Totals	7,069,946	7,773,780	10.0%	7,912,119	1.8%
FRINGE BENEFITS					
502011 Medicare/SS	86,483	92,964	7.5%	95,753	3.0%
502021 Retirement	544,269	751,603	38.1%	767,008	2.0%
502031 Medical Ins	1,081,358	1,037,182	-4.1%	1,059,035	2.1%
502041 Dental Ins	218,066	205,558	-5.7%	235,047	14.3%
502045 Vision Ins	58,317	58,320	0.0%	58,320	0.0%
502051 Life Ins	28,114	27,913	-0.7%	31,924	14.4%
502060 State Disability (SDI)	113,717	125,591	10.4%	138,150	10.0%
502061 Long Term Disability Ins	127,449	142,426	11.8%	156,669	10.0%
502071 State Unemployment (SUI)	27,195	41,055	51.0%	47,213	15.0%
502081 Worker's Comp	1,148,150	1,006,948	-12.3%	883,386	-12.3%
502101 Holiday Pay	213,180	219,249	2.8%	224,730	2.5%
502109 Sick Leave	355,300	365,414	2.8%	374,549	2.5%
502111 Vacation	679,394	722,040	6.3%	740,091	2.5%
502121 Other Paid Absence	66,594	78,507	17.9%	74,310	-5.3%
502251 Phys. Exam - Renewal	8,580	10,000	16.6%	10,000	0.0%
502253 Driver Lic Renewal	1,980	2,480	25.3%	2,480	0.0%
502999 Other Fringe Benefits	100	100	0.0%	100	0.0%
Totals	4,758,247	4,887,350	2.7%	4,898,766	0.2%
SERVICES					
503162 Uniforms/Laundry	4,739	4,000	-15.6%	4,120	3.0%
Totals	4,739	4,000	-15.6%	4,120	3.0%
MISC EXPENSE					
509101 Incentive Program	2,661	3,000	12.7%	3,000	0.0%
Totals	2,661	3,000	12.7%	3,000	0.0%
PERSONNEL TOTAL	11,828,193	12,661,130	7.0%	12,810,885	1.2%
NON-PERSONNEL TOTAL	7,400	7,000	-5.4%	7,120	1.7%
DEPARTMENT TOTALS	11,835,593	12,668,130	7.0%	12,818,005	1.2%

FLEET MAINTENANCE

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Fleet Maintenance - 4100

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	2,376,249	2,337,660	-1.6%	2,389,710	2.2%
501023 Other OT	90,000	92,000	2.2%	92,000	0.0%
Totals	2,466,249	2,429,660	-1.5%	2,481,710	2.1%
FRINGE BENEFITS					
502011 Medicare/SS	23,317	27,865	19.5%	28,701	3.0%
502021 Retirement	233,204	287,513	23.3%	293,489	2.1%
502031 Medical Ins	380,921	434,876	14.2%	498,298	14.6%
502041 Dental Ins	75,933	75,622	-0.4%	86,214	14.0%
502045 Vision Ins	17,662	17,820	0.9%	17,820	0.0%
502051 Life Ins	8,650	8,694	0.5%	9,822	13.0%
502060 State Disability (SDI)	35,652	39,894	11.9%	43,883	10.0%
502061 Long Term Disability Ins	36,400	35,957	-1.2%	39,552	10.0%
502071 State Unemployment (SUI)	8,526	13,041	53.0%	14,997	15.0%
502081 Worker's Comp	228,658	200,533	-12.3%	175,928	-12.3%
502101 Holiday Pay	30,161	29,206	-3.2%	30,118	3.1%
502103 Floating Holiday	4,500	4,495	-0.1%	4,585	2.0%
502109 Sick Leave	125,451	117,813	-6.1%	120,472	2.3%
502111 Vacation	298,618	277,943	-6.9%	280,616	1.0%
502121 Other Paid Absence	42,000	42,000	0.0%	42,000	0.0%
502251 Phys. Exam - Renewal	1,386	1,452	4.8%	1,452	0.0%
502253 Driver Lic Renewal	445	735	65.2%	735	0.0%
502999 Other Fringe Benefits	924	924	0.0%	924	0.0%
Totals	1,552,409	1,616,383	4.1%	1,689,606	4.5%
SERVICES					
503031 Prof/Technical & Fees	4,000	4,000	0.0%	4,120	3.0%
503041 Temp Help	6,000	-	-100.0%	-	0.0%
503162 Uniforms/Laundry	26,000	26,000	0.0%	26,780	3.0%
503221 Classified/Legal Ads	5,500	5,500	0.0%	5,665	3.0%
503352 Equip Repair - Out	61,000	59,296	-2.8%	61,075	3.0%
503353 Rev Veh Repair - Out	206,000	218,222	5.9%	224,769	3.0%
503354 Other Veh Repair - Out	64,570	56,341	-12.7%	58,031	3.0%
Totals	373,070	369,359	-1.0%	380,440	3.0%
MOBILE MATERIALS & SUPPLIES					
504011 Fuels & Lubricants	91,477	90,780	-0.8%	92,596	2.0%
504012 Fuels & Lubricants - Rev Veh	1,395,072	1,469,534	5.3%	1,471,016	0.1%
504021 Tires & Tubes	121,000	164,000	35.5%	170,560	4.0%
504161 Other Mobile Supplies	6,500	6,000	-7.7%	6,240	4.0%
504191 Rev Vehicle Parts	444,400	344,000	-22.6%	357,760	4.0%
Totals	2,058,449	2,074,314	0.8%	2,098,172	1.2%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Fleet Maintenance - 4100

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
OTHER MATERIALS & SUPPLIES					
504205 Freight Out	3,500	4,574	30.7%	4,711	3.0%
504211 Postage & Mailing	1,000	800	-20.0%	824	3.0%
504215 Printing	5,200	5,200	0.0%	5,356	3.0%
504217 Photo Supp/Process	100	100	0.0%	103	3.0%
504311 Office Supplies	9,500	8,574	-9.7%	8,831	3.0%
504315 Safety Supplies	9,825	10,375	5.6%	10,686	3.0%
504317 Cleaning Supplies	26,000	21,000	-19.2%	21,630	3.0%
504421 Non-Inventory Parts	48,300	42,000	-13.0%	43,260	3.0%
504511 Small Tools	5,000	5,000	0.0%	5,150	3.0%
504515 Employee Tools	1,500	1,500	0.0%	1,545	3.0%
Totals	109,925	99,123	-9.8%	102,097	3.0%
UTILITIES					
505011 Gas & Electric	67,531	60,920	-9.8%	63,357	4.0%
505021 Water & Garbage	21,656	20,662	-4.6%	21,488	4.0%
505031 Telecommunications	10,368	8,000	-22.8%	8,320	4.0%
Totals	99,555	89,582	-10.0%	93,165	4.0%
507051 Fuel Tax	10,933	10,544	-3.6%	10,860	3.0%
507201 Licenses & Permits	540	540	0.0%	556	3.0%
507999 Other Taxes	600	-	-100.0%	-	0.0%
Totals	12,073	11,084	-8.2%	11,417	3.0%
MISC EXPENSE					
509011 Dues/Subscriptions	729	629	-13.7%	629	0.0%
509101 Incentive Program	1,060	-	-100.0%	-	0.0%
509123 Travel	200	50	-75.0%	50	0.0%
Totals	1,989	679	-65.9%	679	0.0%
LEASES & RENTALS					
512011 Facility Lease	219,741	223,324	1.6%	232,257	4.0%
512061 Equipment Rental	4,057	800	-80.3%	832	4.0%
Totals	223,798	224,124	0.1%	233,089	4.0%
PERSONNEL TOTAL	4,018,658	4,046,043	0.7%	4,171,316	3.1%
NON-PERSONNEL TOTAL	2,878,859	2,868,265	-0.4%	2,919,058	1.8%
DEPARTMENT TOTALS	6,897,517	6,914,308	0.2%	7,090,374	2.5%

COBRA

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
COBRA Benefits - 9001**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
<hr/>					
FRINGE BENEFITS					
502031 Medical Ins	10,000	-	-100.0%	-	0.0%
502041 Dental Ins	3,000	-	-100.0%	-	0.0%
502045 Vision Ins	1,500	-	-100.0%	-	0.0%
Totals	14,500	-	100.0%	-	0.0%
PERSONNEL TOTAL	14,500	-	-100.0%	-	0.0%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	14,500	-	-100.0%	-	0.0%

Retirees

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Retired Employee Benefits - 9005

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
FRINGE BENEFITS					
502031 Medical Ins	742,653	846,920	14.0%	963,446	13.8%
502041 Dental Ins	68,400	74,282	8.6%	77,996	5.0%
502045 Vision Ins	21,168	23,400	10.5%	23,400	0.0%
502051 Life Ins	10,059	10,431	3.7%	11,474	10.0%
Totals	842,280	955,033	13.4%	1,076,316	12.7%
PERSONNEL TOTAL	842,280	955,033	13.4%	1,076,316	12.7%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	842,280	955,033	13.4%	1,076,316	12.7%

SCCIC

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
SCCIC/COPS - 700**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
SERVICES					
503011 Accting/Audit Fees	-	250	100.0%	250	0.0%
503012 Admin/Bank Fees	50	50	0.0%	50	0.0%
Totals	<u>50</u>	<u>300</u>	<u>500.0%</u>	<u>300</u>	<u>0.0%</u>
OTHER MATERIALS & SUPPLIES					
504211 Postage & Mailing	7	-	-100.0%	-	0.0%
Totals	<u>7</u>	<u>-</u>	<u>-100.0%</u>	<u>-</u>	<u>0.0%</u>
MISC EXPENSE					
509123 Travel	200	-	100.0%	-	0.0%
Totals	<u>200</u>	<u>-</u>	<u>-100.0%</u>	<u>-</u>	<u>0.0%</u>
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	257	300	16.7%	300	0.0%
DEPARTMENT TOTALS	<u><u>257</u></u>	<u><u>300</u></u>	<u><u>16.7%</u></u>	<u><u>300</u></u>	<u><u>0.0%</u></u>

MASTF

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
MASTF - 9021**

ACCOUNT	FY 03-04 REVISED	FY 04-05 FINAL	% CHANGE FROM FY 03-04	FY 05-06 FINAL	% CHANGE FROM FY 04-05
OTHER MATERIALS & SUPPLIES					
504214 Promotional Items	250	-	-100.0%	-	0.0%
504311 Office Supplies	100	-	-100.0%	-	0.0%
Totals	350	-	-100.0%	-	0.0%
 MISC EXPENSE					
509125 Other Misc Expense	650	-	-100.0%	-	0.0%
Totals	650	-	-100.0%	-	0.0%
PERSONNEL TOTAL	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	1,000	-	-100.0%	-	0.0%
DEPARTMENT TOTALS	1,000	-	-100.0%	-	0.0%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY 04-05 AND FY 05-06 FINAL BUDGET
CAPITAL IMPROVEMENT PROGRAM**

PROJECT	FEDERAL	STATE/ LOCAL	DISTRICT	TOTAL
<u>Grant-Funded Projects</u>				
MetroBase	\$ 12,800,000	\$ -	\$ 3,200,000	\$ 16,000,000
Revenue Vehicle Replacement	\$ 1,340,345	\$ -	\$ 335,087	\$ 1,675,432
Subtotal				\$ 17,675,432
<u>District-Funded Projects</u>				
China Grade Turnout (Carryover)			\$ 10,000	\$ 10,000
IT Projects				
Purchase Diskeeper 8.0 for 10 Servers			\$ 3,500	\$ 3,500
Printers (3)			\$ 5,500	\$ 5,500
Eudora Upgrade			\$ 3,200	\$ 3,200
Sonic Firewall Replacement			\$ 3,000	\$ 3,000
Diagnostic Scanner for Fleet Maintenance			\$ 3,000	\$ 3,000
Facilities Repair & Improvements				
Slurry Coat Parking Lots (Soquel P&R, Greyhound)			\$ 10,000	\$ 10,000
Replace Sunshade (Pacific Station)			\$ 2,500	\$ 2,500
Repair Sidewalks & Bus Lanes (Pacific Station)			\$ 10,000	\$ 10,000
Replace Clocks (Pacific Station)			\$ 4,000	\$ 4,000
Non-Revenue Vehicle Replacement (7)			\$ 195,000	\$ 195,000
Office Equipment - Fireproof File Cabinets (4)			\$ 5,400	\$ 5,400
Office Equipment - Replacement Digital Copier/Scanner/Inkjet (Carryover)			\$ 26,000	\$ 26,000
Transfer to Operating Budget in FY 05-06			\$ 335,000	\$ 335,000
Subtotal				\$ 616,100
TOTAL CAPITAL PROJECTS	\$ 14,140,345	\$ -	\$ 4,151,187	\$ 18,291,532

CAPITAL PROGRAM FUNDING

Federal Grants	\$ 14,140,345
State/Local Grants	\$ -
State Transit Assistance (STA) Funding (FY 04-05)	\$ 860,994
District Reserves	\$ 3,290,193
TOTAL CAPITAL FUNDING	\$ 18,291,532

ATTACHMENT C

FY 04-05

BOARD MEMBER TRAVEL

(EXHIBIT B)

EXHIBIT B

BOARD MEMBER TRAVEL

FY 04-05

American Public Transportation Association (APTA) Meetings

Legislative Conference
March 2005
Washington, DC
Two Board Members

California Transit Association (CTA) Meetings

No attendance.

Additional Travel

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

ATTACHMENT D

FY 04-05

EMPLOYEE INCENTIVE PROGRAM

EMPLOYEE INCENTIVE PROGRAM
FY 04-05

EVENT/ACTIVITY	# EMP	RATE	BUDGET ALLOCATION	DEPT/ACCOUNT
District Service Awards			\$ 4,170	1100-509101
Certificates of Commendation			\$ 50	1100-509101
Wall of Fame Frames	100	\$ 6.00	\$ 600	1100-509101
Safe Driver Pins and Certificates			\$ 3,000	3300-509101
Departmental Programs				
<u>Administrative Facility (370 Encinal)</u>				
Employee Recognition/Appreciation Events	27	\$ -	\$ -	1200-509101
<u>Customer Service/Paratransit (Metro Center)</u>				
Employee Recognition/Appreciation Events	9	\$ -	\$ -	1300-509101
<u>Facilities Maintenance</u>				
Employee Recognition/Appreciation Events	14	\$ -	\$ -	2200-509101
<u>Operations</u>				
Employee Recognition/Appreciation Events and Shift Bid Refreshments	180	\$ -	\$ -	3200-509101
<u>Fleet Maintenance</u>				
Employee Recognition/Appreciation Events and Shift Bid Refreshments	49	\$ -	\$ -	4100-509101
TOTALS	279		\$ 7,820	

1100	\$ 4,820
1200	-
1300	-
2200	-
3200	-
3300	3,000
4100	-
	\$ 7,820

**EMPLOYEE INCENTIVE PROGRAM
FY 04-05**

7/1/74-6/30/75

30 YEAR SERVICE AWARDS

				DOH
Brogdon, Roy	4	\$ 200.00	\$800.00	8/1/1974
Rogers, Sylvia				9/1/1974
Blake, Geneva				9/1/1974
Preciado, Aurelio				3/1/1975

7/1/79 - 6/30/80

25 YEAR SERVICE AWARDS

Mike Steber	13	\$ 100.00	\$ 1,300	8/20/1979
James Hall				10/15/1979
Cheryl Brondstatter				11/19/1979
Peter Prince				11/19/1979
Mary Ferrick				12/3/1979
William DeVivo				12/3/1979
Ruth Jones				1/28/1980
Edward Nelson				2/19/1980
Justin Hart				2/19/1980
Wally Brondstatter				2/25/1980
Larry Mungiolli				3/4/1980
John Aspesi				4/7/1980
John Fuentes				5/19/1980

7/1/84-6/30/85

20 YEAR SERVICE AWARDS

Isaac Glenn	17	\$ 75.00	\$ 1,275	7/16/1984
Doug Grosjean				7/16/1984
Gary Blair				7/16/1984
Timon Read				7/16/1984
Mario Espinoza				10/1/1984
Dennis Baldwin				10/1/1984
Mary Miller				10/1/1984
Ascencion Sanchez				10/1/1984
Ray Scargill				11/12/1984
Gilberto Limas				11/19/1984
Alan Goes				11/19/1984
Joseph Florez				11/19/1984
Jeff North				12/10/1984
Ronald Dean				12/10/1984
Randy Yagi				1/7/1985
John Mellon				1/14/1985
Kenneth Brown				3/4/1985

EMPLOYEE INCENTIVE PROGRAM
FY 04-05

7/1/89-6/30/90

15 YEAR SERVICE AWARDS

A. John Daugherty	6	\$ 75.00	\$ 450	8/28/1989
Nick Fallau				7/17/1989
Terry Gale				1/2/1990
Mark Ban				8/23/1989
Sergio Lona-Gonzalez				8/23/1989
Frederick Codd				4/15/1990

7/1/94-6/30/95

10 YEAR SERVICE AWARDS

Michael Smith	3	\$ 30.00	\$ 90	11/14/1994
Susan Traylor				2/7/1995
M. Elizabeth Bytheway				5/4/1995

	TOTAL	\$ 3,915
43 Frames @ 5.50 plus tax =		\$ 255
		\$ 4,170

ATTACHMENT E

FY 04-05

DEPARTMENT DESCRIPTIONS AND OBJECTIVES

ADMINISTRATION DEPARTMENT

OFFICE OF THE GENERAL MANAGER

MAJOR FUNCTIONS OF THE DEPARTMENT

The Administration Department/Office of the General Manager is responsible for all administrative and planning activities of the District. This includes Board activities, application for and administering of grants, legislative activities, maintaining official District records, planning and managing capital projects, managing the District's planning program, and coordinating with other local agencies regarding public transportation.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Comprehensive and complete file retention system for the District's official records.
- Timely preparation, delivery and posting of Board agenda packets.
- Aggressively seek and administer federal, state, and local grant funds to support the continued activities of the District.
- Monitor federal reauthorization bill – advocate for High Intensity Transit Tier.
- Monitor for state legislative activities; advocate for maximum STA funding.
- Continue to monitor and participate in the Highway 1 Construction Authority.
- Continue to advocate for funding for the Metro Center Project (Pacific Station).
- Coordinate with other agencies towards the betterment of public transit in Santa Cruz County.
- Implement procurement of new buses.
- Oversee completion of MetroBase Design Process.
- Seek necessary funding for Phases I & II for MetroBase.
- Oversee compliance with Urban Bus Rule issued by the California Air Resources Board (CARB).
- Oversee evaluation of Healthcare provider options.
- Oversee implementation of improvements in ParaCruz Service.
- Develop multi-year budget outline.

FINANCE DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The Finance Department is responsible for the general ledger, accounts payable, accounts receivable, grant accounting, payroll, retirement system administration, fixed asset control, investment, audit, debt service, financial forecasting and financial reporting functions of the District. The Finance Department also develops and monitors the District's annual operating budget and capital improvement program; develops and updates short-range and long-range financial plans; purchases and maintains property and liability insurance; processes collections; and disseminates a wide variety of information to other departments and the public.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Continue to strengthen the controller function through the development and revision of policies and procedures to provide guidance, measure performance and insure conformance with the highest standards of financial accounting.
- Develop an administrative policy to meet requirements of the Fair Labor Standards Act and develop recommendations for correcting any deficiencies, particularly in the timekeeping process.
- Work with District Counsel and Human Resources to comply with new laws, rules and regulations affecting payroll, including revisions to the Fair Labor Standards Act.
- Continue to expand cross-training assignments within the department to enhance departmental efficiency and improve promotional opportunities.
- Explore with IT the feasibility of automating the timekeeping process for Fleet Maintenance to ensure compliance with the Fair Labor Standards Act.
- Provide refresher training to District staff on timekeeping and accounts payable.
- Develop a five-year projection of operating revenues and expenses to assist the Board of Directors in long-term budgetary planning.

HUMAN RESOURCES DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The Human Resources Department is responsible for a wide variety of functions including: employee recruitment and merit examination; equal employment opportunity; classification and compensation; labor relations; administration of employee benefits, workers' compensation; employee drug and alcohol testing; employee relations; assist managers with labor contract application and interpretation, district rules and regulations, and employee performance and training.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Coordinate and insure compliance of METRO's FTA mandated drug and alcohol testing program, prepare annual report of program, provide supervisory training, and renew provider contracts.
- Review and modify if necessary, internal policies and procedures to insure compliance with state and federal regulations.
- Train METRO employees on new Sexual Harassment regulations.
- Monitor and implement federal and state regulatory changes in the areas of human resources administration and compliance.
- Work with our Employee Assistance Program (EAP) to provide employees with information on subjects related to health and welfare.
- Work with purchasing on RFP's for life insurance, vision care, EAP, and long-term disability insurance contracts.

INFORMATION TECHNOLOGY DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The IT Department is responsible for the District's Information Systems needs including equipment and software maintenance, planning and purchases, as well as end-user technical support. IT personnel write and modify database and other software as needed. District data is backed up on-site for quick recovery and off-site for emergency reconstruction. The District's computer needs are continually being evaluated with plans being developed/implemented to improve employee efficiency through computing at the lowest long-term cost.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Implement Trapeze Pass Paratransit Scheduling software.
- Purchase, install, configure computer environment, including phone system and Call Center Reporting for Paratransit schedulers if this function is brought in house.
- Replace static web pages of bus schedules on the SCMTD website (which are now manually updated quarterly) with dynamic pages reporting directly from the database. A second phase would include interactive route searching.
- Complete implementation of USL Purchasing & Accounting package on Windows 2000.
- Maintain computers at 99% or better up-time, including printers, terminals, PCs and communications equipment. This also includes the maintenance of the security aspects of the computer environment.
- Review the Runcutting/Scheduling/Dispatch database for improvements in efficiency and accuracy and implement where possible.
- Provide support and direction for Information Technology elements of Metrobase, to include networking and power infrastructure and computer based telephony.

DISTRICT COUNSEL

MAJOR FUNCTIONS OF THE DEPARTMENT

The Office of the District Counsel is responsible for providing professional legal services to the District, representing the District in civil litigation, and providing legal opinions and interpretations.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Continue to assist General Manager with MetroBase Project.
- Continue to manage and administer the District's potential claims, claims and collection files.
- Assist the District department managers with legal issues as they arise.
- Represent the District in litigation matters.
- Assist in the administration and management of the worker's compensation claims, as directed by the Board of Directors.
- Update the Claims Procedures Regulation to match current practices within the District.
- Update Regulations and Train Management Employees.

DEPARTMENT OBJECTIVES FOR FY 04-05 RISK MANAGEMENT

- Avoid unnecessary and costly litigation.
- Investigate all claims for validity and liability purposes. If settlement reached, verify that damages correspond to occurrence.
- When Santa Cruz Metro is at fault, aggressively pursue a fair and reasonable settlement.
- Publish Transit Supervisor newsletter four times a year.
- Provide Managers with at least four trainings a year.
- Complete and implement Legal Department Handbook.

FACILITIES MAINTENANCE DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The Facilities Maintenance Department's primary mission is to provide 24-hour support to both Operations and Fleet Maintenance. Facilities Maintenance maintains seven transit facilities, three transit centers, park and ride lots and 1200 bus stops. Facilities Maintenance staff works with land use planners to establish improved bus stops and facilities. The staff develops/implements/administrates local, State and Federal regulatory compliance programs such as the storm water and hazardous materials programs. Staff provides supervision for minor capital construction projects. Facilities Maintenance participates in the Service Review Committee, Injury Prevention Program and staffs the Bus Stop Advisory Committee.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Replace 21 Phase I (wood) shelters with prefabricated metal shelters (perforated metal panels).
- Install solar lighting at rural bus stops.
- Assist with Metrobase and Metro Center projects.
- Update District's Disaster Preparedness Plan.
- Support Santa Cruz County's Youth Employment and Training Program.

OPERATIONS DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The Operations Department is responsible for providing safe, efficient, reliable and courteous transit service to the residents and visitors of Santa Cruz County.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Enhance customer service outreach by continuing to staff a Watsonville Transit Center customer service booth.
- Complete upgrade of Bus Operator scheduling (HASTUS) software program.
- Complete purchase of ParaCruz scheduling software. In addition, complete training on software.
- Complete Eligibility Coordinator training and develop an in-house ParaCruz Certification Center.
- Create a ParaCruz website.
- Complete expansion of Highway 17 service.
- Complete transition of S&D cards to a computerized process.
- Enhance production of “Headways” to lower production costs.
- Complete revision of Bus Operator handbook.
- Provide positive assistance to the building of MetroBase.

FLEET MAINTENANCE DEPARTMENT

MAJOR FUNCTIONS OF THE DEPARTMENT

The Fleet Maintenance Department provides safe, reliable, clean buses, staff vehicles and equipment, in support of transit service to the public through the optimum use of all resources available to the Department.

DEPARTMENT OBJECTIVES FOR FY 04-05

- Continue leadership skills training for those departmental personnel holding leadership positions, i.e. supervisors and shift leaders within budgetary constraints.
- Continue technical training for our mechanics within budgetary constraints.
- Provide improved operational support in both vehicle maintenance and vehicle servicing through filling currently budgeted positions. The Fleet Maintenance Department should be able to support the Operations Department during like hours of operations.
- Continue the retrofit project on the active high floor New Flyer passenger lifts to increase reliability of these units.
- Continued restoration to our 1951 GMC coach for historical purposes and to build morale.
- Research the feasibility of acquiring a modern, Windows based MIS system to better schedule maintenance requirements and monitor fleet performance criteria.

ATTACHMENT F

FY 04-05

AUTHORIZED PERSONNEL

FY 04-05 & FY 05-06 FINAL BUDGET
Funded Personnel
Summary

Department	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Administration	6.00	6.00	9.25	9.25	9.00	9.00
Finance	7.50	7.00	7.50	6.00	7.50	6.00
Customer Service	12.50	10.00	10.25	6.75	10.25	5.75
Human Resources	6.00	4.00	6.00	4.00	6.00	4.00
Information Technology	4.00	4.00	4.00	4.00	4.00	4.00
District Counsel	3.50	3.50	3.50	3.50	3.50	3.50
Facilities Maintenance	17.00	15.00	17.00	15.00	17.00	14.00
Paratransit	3.00	3.00	3.00	3.00	3.00	3.00
Operations	207.00	195.00	207.00	190.00	207.00	180.00
Fleet Maintenance	56.00	53.00	56.00	53.00	56.00	49.00
Total Full-Time Equivalents	322.50	300.50	323.50	294.50	323.25	278.25

Note: Reductions in funded positions in FY 04-05 will be effective 9/8/04 for occupied Bus Operator positions and 9/30/04 for occupied non-operator positions.

FY 04-05 & FY 05-06 FINAL BUDGET
 Funded Personnel
 Administration - 1100

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
General Manager	1	1	1	1	1	1
Assistant General Manager	1	1	1	1	1	1
Project Manager*	0	0	1	1	1	1
Admin Services Coordinator	1	1	1	1	1	1
Administrative Secretary	2	2	2	2	2	2
Grants/Legislative Analyst	1	1	1	1	1	1
Transit Planner **	0	0	1	1	1	1
Transit Surveyor **	0	0	1.25	1.25	1	1
Total Full-Time Equivalents	6.00	6.00	9.25	9.25	9.00	9.00

* Funded by capital grant

** Positions moved from Dept 1300 effective 7/01/03

FY 04-05 & FY 05-06 FINAL BUDGET
 Funded Personnel
 Finance - 1200

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Finance Manager	1	1	1	1	1	1
Assistant Finance Manager	1	1	1	1	1	1
Senior Accountant	0.5	0	0.5	0	0.5	0
Accounting Specialist	1	1	1	1	1	1
Accounting Tech/Sr Acctng Tech	2	2	3	2	3	2
Payroll & Benefits Coordinator	1	1	1	1	1	1
Administrative Secretary	1	1	0	0	0	0
Total Full-Time Equivalents	7.50	7.00	7.50	6.00	7.50	6.00

FY 04-05 & FY 05-06 FINAL BUDGET
 Funded Personnel
 Customer Service - 1300

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Planning & Marketing Manager	1	0	1	0	1	0
Service Planning Supervisor	1	1	1	0	1	0
Transit Planner**	1	1	0	0	0	0
Transit Surveyor**	1.25	1.25	0	0	0	0
Customer Service Coordinator	1	1	1	1	1	1
Senior Customer Service Rep	1	1	1	1	1	1
Customer Service Representative	4	3	4	3	4	2
Ticket & Pass Program Specialist	1	1	1	1	1	1
Administrative Secretary	1.25	0.75	1.25	0.75	1.25	0.75
Accessible Services Coordinator*	0	0	0	0	0	0
Total Full-Time Equivalents	12.50	10.00	10.25	6.75	10.25	5.75

* Position moved to Dept 3100 effective 7/01/02

** Positions moved to Dept 1100 effective 7/1/03

FY 04-05 & FY 05-06 FINAL BUDGET
Funded Personnel
Human Resources - 1400

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Human Resources Manager	1	0	1	1	1	1
Asst Human Resources Manager	1	1	1	0	1	0
Personnel Technician	1	1	1	1	1	1
Benefits Coordinator	1	1	1	1	1	1
Human Resources Specialist	1	1	1	1	1	1
Admin Secretary	1	0	1	0	1	0
Total Full-Time Equivalents	6.00	4.00	6.00	4.00	6.00	4.00

FY 04-05 & FY 05-06 FINAL BUDGET
 Funded Personnel
 Facilities Maintenance - 2200

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Facilities Maintenance Manager	1	1	1	1	1	1
Facilities Maintenance Supervisor	1	1	1	1	1	1
Senior Facilities Maint Worker	1	1	1	1	1	1
Facilities Maint Worker II	4	3	4	3	4	3
Facilities Maint Worker I	3	3	3	3	3	2
Custodial Services Worker II	1	1	1	1	1	1
Custodial Services Worker I	5	5	5	5	5	5
Administrative Secretary	1	0	1	0	1	0
Total Full-Time Equivalents	17.00	15.00	17.00	15.00	17.00	14.00

FY 04-05 & FY 05-06 FINAL BUDGET
Funded Personnel
Operations - 3200/3300

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Operations Manager	1	1	1	1	1	1
Base Superintendent	1	1	1	1	1	1
Transit Supervisor	14	13	14	13	14	12
Schedule Analyst	1	1	1	1	1	1
Supervisor of Revenue Collection	1	1	1	1	1	1
Safety & Training Coordinator	1	1	1	1	1	1
Admin Secretary/Supervisor	1	1	1	1	1	1
Administrative Clerk I	1	1	1	1	1	1
Payroll Specialist	1	1	1	1	1	1
Revenue Specialist	1	0	1	0	1	0
Bus Operator (total on payroll)	184	174	184	169	184	160
Total Full-Time Equivalents	207.00	195.00	207.00	190.00	207.00	180.00

FY 04-05 & FY 05-06 FINAL BUDGET
 Funded Personnel
 Fleet Maintenance - 4100

Position	Authorized FY 02-03	Funded FY 02-03	Authorized FY 03-04	Funded FY 03-04	Authorized FY 04-05	Funded FY 04-05
Fleet Maintenance Manager	1	1	1	1	1	1
Fleet Maint Supervisor	2	2	2	2	2	2
Lead Mechanic	6	6	6	6	6	6
Mechanic III	4	4	4	4	4	4
Mechanic I - II	16	15	16	15	16	13
Body Repair Mechanic	1	1	1	1	1	1
Upholsterer I - II	1	1	1	1	1	1
Supervisor of Parts & Materials	1	1	1	1	1	1
Lead Parts Clerk	1	1	1	1	1	1
Parts Clerk	1	1	1	1	1	1
Receiving Parts Clerk	1	1	1	1	1	1
Admin Secretary/Supervisor	1	1	1	1	1	1
Accounting Tech	1	1	1	1	1	1
Administrative Clerk I	1	0	1	0	1	0
Buyer	1	1	1	1	1	1
Senior Accounting Tech	1	1	1	1	1	1
Vehicle Service Technician	2	2	2	2	2	2
Detailer	2	2	2	2	2	2
Vehicle Service Worker I - II	12	11	12	11	12	9
Total Full-Time Equivalents	56.00	53.00	56.00	53.00	56.00	49.00

ATTACHMENT G

**EXPLANATION OF
UCSC SERVICE REVENUE**

UCSC CONTRACT

In September of 2003, Santa Cruz METRO renegotiated the contract under which service is provided to the University. A major change in the agreement is that every time a student boards a Santa Cruz METRO bus, UCSC pays the rate negotiated. In the past, there was a complicated formula that did not reimburse METRO for each ride. While the contract continues the yearly renewal feature, it includes a schedule of fare rates that have been pre-determined to increase the revenue to METRO.

The schedule is as follows:

<u>PERIOD</u>	<u>RATE</u>
September 1, 2003 – August 31, 2004	\$0.853/ride
September 1, 2004 – August 31, 2005	\$0.885/ride
September 1, 2005 – August 31, 2006	\$0.919/ride
September 1, 2006 – August 31, 2007	\$0.954/ride
September 1, 2007 – August 31, 2008	\$0.990/ride
September 1, 2008 – August 31, 2009	\$1.028/ride
September 1, 2009 – August 31, 2010	\$1.067/ride

In addition to the rates shown above, there is an annual Cost-of-Living Rate (in March of each year) calculation that can increase each of the above rates.

Another important change made in the new contract is that the University can request that the District operate Alternative Services that are reimbursed on a route guarantee basis. In these cases, METRO quotes the cost to the University, and after revenues are subtracted, the University subsidizes the remaining deficit. This arrangement was used to fund the very successful Night Owl Service. It is flexible enough to allow the University to request additional services that may not be financially feasible for METRO to fund.

Also, the University has indicated a desire to amend the contract to include an arrangement where their students will be able to use the Highway 17 Express now that it operates seven days a week and serves METRO Center.

ATTACHMENT H

**HISTORY OF
CASUALTY & LIABILITY EXPENSE**

**CASUALTY AND LIABILITY EXPENSE
TEN YEAR HISTORY**

	Premium Payments	Settlement Costs	Total
FY 02-03	\$ 424,163	\$ 345,500	\$ 769,663
FY 01-02	215,334	61,951	277,285
FY 00-01	125,678	49,330	175,008
FY 99-00	119,291	43,640	162,931
FY 98-99	108,643	75,283	183,926
FY 97-98	105,702	139,698	245,400
FY 96-97	120,862	44,129	164,991
FY 95-96	151,217	63,371	214,588
FY 94-95	123,631	74,636	198,267
FY 93-94	242,760	6,393	249,153

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF SERVICE REDUCTIONS FOR FALL 2004

I. RECOMMENDED ACTION

Staff recommends Board consideration for approval of proposed service reductions and modifications for September 2004

II. SUMMARY OF ISSUES

- Based on the draft final budget, METRO has a projected \$2.3 million operating deficit.
- After all actions taken to balance the budget, projected revenues will not be sufficient to support the proposed expenditures.
- Among the balancing actions proposed by staff include service reductions for FY 2004/05.
- These service reductions, which will amount to \$700,000, come on top of the \$212,000 cut made in June.
- Public hearings have been scheduled to receive public input.

III. DISCUSSION

As part of the budget planning process this year, it became apparent that staff would be unable to balance the continuation budget based on the projected revenue stream. This is due to the fact that the existing budget contains \$1.4 million in one-time funds. Service adjustments totaling \$212,000 are scheduled to be implemented in June of this year. Further reductions are required in September. This two-step process became necessary due to the magnitude of the reductions required and the time available.

Public Hearings have been scheduled to present the service changes to the public and to receive input on the proposed service changes. An additional Public Hearing at Capitola Mall was added at the request of the Board. All comments received from the public and/or Board Members will be addressed at the June 25 Board Meeting

Those hearings will be held as follows:

Date/Time	Location	Purpose
Friday, June 11, 9:00 AM	Metro Admin. Office 370 Encinal St. S.C.	Board Workshop
Monday, June 14 4:00 PM & 6:30 PM	Santa Cruz City Council Chambers	Public Hearing, Service Cuts
Tuesday, June 15 4:00 PM & 6:30 PM	Scotts Valley City Council Chambers	Public Hearing, Service Cuts
Wednesday, June 16 5:00 PM	Santa Cruz Metro Center Conference Room	Metro Advisory Committee
Wednesday June 17, 4:00 PM & 6:30 PM	Watsonville Center	Public Hearing, Service Cuts
Wednesday, June 23, 4:00 PM & 6:30 PM	Capitola Mall Community Room	Public Hearing, Service Cuts
Friday, June 25 9:00 AM	Santa Cruz City Council	Board Meeting, Public Hearing

The reductions necessary to attain the cost savings required to balance the budget necessitate a significant re-organization of Metro transit service countywide. A summary of these reductions and modifications are as follows:

UCSC/Westside Santa Cruz

A. Weekdays

- Routes 2, 3A, 3N, and 22 are eliminated.
- The routing for Route 3B would be extended to serve the Grandview area off of Mission Street.
- Route 7 will be extended to provide service to the Pelton-Lighthouse area.
- The 9:30 PM *regular* trip of Route 19 will be deleted.
- Three school-term trips of Route 19 will be added at 9:30 PM, 10:30 PM and 11:30 PM.
- Route 20 will now run hourly from 7:20 AM to 8:20 PM year round.

B. Weekends

- Routes 2 and 3C are eliminated.
- Route 19 routing modified to serve beach area on weekends only.
- The 7:30 PM and 8:30 PM trips of Route 19 will be deleted.
- Route 20 will now run hourly from 8:20 AM to 8:20 PM year round.

Scotts Valley/San Lorenzo Valley

A. Weekdays

- The 8:25 AM, 9:25 AM 10:25 AM, 11:25 AM, 12:25 PM and 5:25 PM trips of Route 31 will be deleted.
- Routes 33, 34 and the school-term Route 35 trips will be modified to accommodate new bell times at San Lorenzo Valley Junior High and High Schools.
- Delete the 6:17 AM inbound trip of Route 35.
- Modify 6:40 AM IB trip to depart at 6:30 AM, bypassing S.V.T.C.
- Modify 7:02 AM IB trip to bypass S.V.T.C.
- Change the 12:30 PM and 5:30 PM outbound Route 35 to 35A to serve Scotts Valley Drive.
- Add Sylvan Way to 5:30 PM outbound trip of Route 35.
- Eliminate Route 36.

B. Weekends

- Eliminate Route 31.
- Delete 6:37 AM inbound trip (from Felton Faire) of Route 35.
- Delete 10:00 AM outbound trip of Route 35A.
- Delete 11:02 AM inbound trip of Route 35A.

North Coast Areas (Routes 40, 41 & 42)

A. Weekends

- Expand routing of 8:30 AM trip of Route 40 to serve Waddell Creek.
- Delete the 11:00 AM and 5:30 PM trips of Route 40.
- Delete the 1:15 PM and 5:15 PM trips of Route 41.
- Add a 12:30 PM trip of the Route 42.
- Move 7:15 PM trip of Route 42 to 5:30 PM.

Aptos-La Selva

A. Weekdays

- Eliminate Route 52.
- Modify Route 53 to serve the Rosedale-Hill loop instead of Thurber Lane on some trips.
- Delete the 6:45 AM (partial) trip of Route 54.
- Reduce service to the Mar Vista area on the Route 55.
- Add a Capitola Mall to Cabrillo express link to the Route 56 and add one trip. Modify departure times.

Live Oak

A. Weekdays and Weekends

- Eliminate Routes 65 & 67.
- Create new Route 68 serving the Broadway – Seabright – East Cliff – Portola area.
- Route 7N will become a variant of Route 68.

Local Watsonville

A. Weekdays

- Modify routing for Route 72 to serve Green Valley Road (between Main and Freedom) in both directions.
- Eliminate Route 73
- Create Route 74 serving the industrial area, Errington Road, Rolling Hills (inbound and outbound) Buena Vista, and Manfre Road. This route would also serve the new Pajaro Valley High School on selected trips.
- Modify routing for Route 75 to drop Auto Center Drive, Hammer Drive and Pennsylvania Drive.
- Modify routing for Route 79, removing service from Pajaro, Riverside Drive and the Martinelli area. Delete 6:51 AM trip.

B. Weekends

- Eliminate Routes 72 and 73.
- Modify routing for Route 75 to drop Auto Center Drive, Hammer Drive and Pennsylvania Drive.
- Create new Route 76 serving the Rolling Hills area, Amesti Road, Corralitos (selected trips) and Manfre Road (selected trips).
- Eliminate Route 78.

Inter-City Service

The two buses (69A & 71) remaining on Freedom Blvd. in Watsonville depart Watsonville Transit Center within 10 minutes of each other. A similar service situation exists from Cabrillo College to Capitola Mall where the Route 55 departs Cabrillo inbound at :12 after the hour and the 69W departs inbound at :10 after the hour. To facilitate more evenly spaced service in these vital corridors, staff recommends switching the inbound departures of the 69A and the 69W. The 69A would now leave at :50 after the hour, servicing the Freedom Blvd. corridor 20 minutes

before 71 that leaves at :10 after the hour. The 69W would now leave at :20 after the hour, departing Cabrillo at :40 after the hour. This change would more effectively create twice an hour service in these corridors.

Other changes to inter-city service are as follows:

A. Weekdays

- Modify routing of Route 69A to serve Lincoln Street in Watsonville.
- Delete 7:00 AM trip of Route 70.
- Delete the 9:30 AM outbound trip of Route 91.
- Delete the 3:30 PM inbound trip of Route 91.

B. Weekends

- Modify routing of Route 69A to serve Lincoln Street in Watsonville.
- Delete the 9:15 PM outbound trip of Route 71.

ParaTransit Impacts

Westside Santa Cruz

Weekday paratransit service is not affected. The 3/4-mile service area corridor created by other existing fixed route service maintains the current level of available paratransit service. On the weekends, service for areas more than 3/4 mile beyond Bay St. would not be available until after 8:00am. to parallel fixed route.

Scotts Valley

The elimination of fixed route service on Graham Hill Road on weekends will prevent two passengers from scheduling weekend trips from Paradise Park. One of them has taken 2 trips since July 2003, the other has not used the service at all during this period.

North Coast

No identified impacts.

Aptos-La Selva

Paratransit service is not affected. The 3/4-mile service area corridor created by other existing fixed route service maintains the current level of available paratransit service.

Live Oak

Paratransit service is not affected. The 3/4-mile service area corridor created by other existing fixed route service maintains the current level of available paratransit service.

Watsonville

The route 74 will expand the paratransit service area into the Ohlone Parkway area. There are no riders currently registered in this area.

On the Route 79 there are four ParaCruz eligible riders who will no longer live within the service area. During the current fiscal year, 2 of the 4 have taken 1 round trip each, 1 rider (who is temporarily eligible through August) has taken 7 round trips (last ride 3/17/04), and the last has taken 6 round trips.

The "primary potential trip generator" impacted would be the Fairgrounds. During FY '02-'03, a total of 67 trips were to the Fairgrounds. During the current fiscal year, a total of 10 trips have been to the Fairgrounds. However, St. Francis Church/Kennedy Center (325 trips so far this fiscal year) will continue to be served.

IV. FINANCIAL CONSIDERATIONS

Estimated Cost savings for FY 04/05 is \$700,000.

V. ATTACHMENTS

Attachment A: Fall 2004 Service Reduction List

Attachment B: Maps and Timetables (Timetables may be subject to change based on further analysis of run times).

Fall 2004 Service List

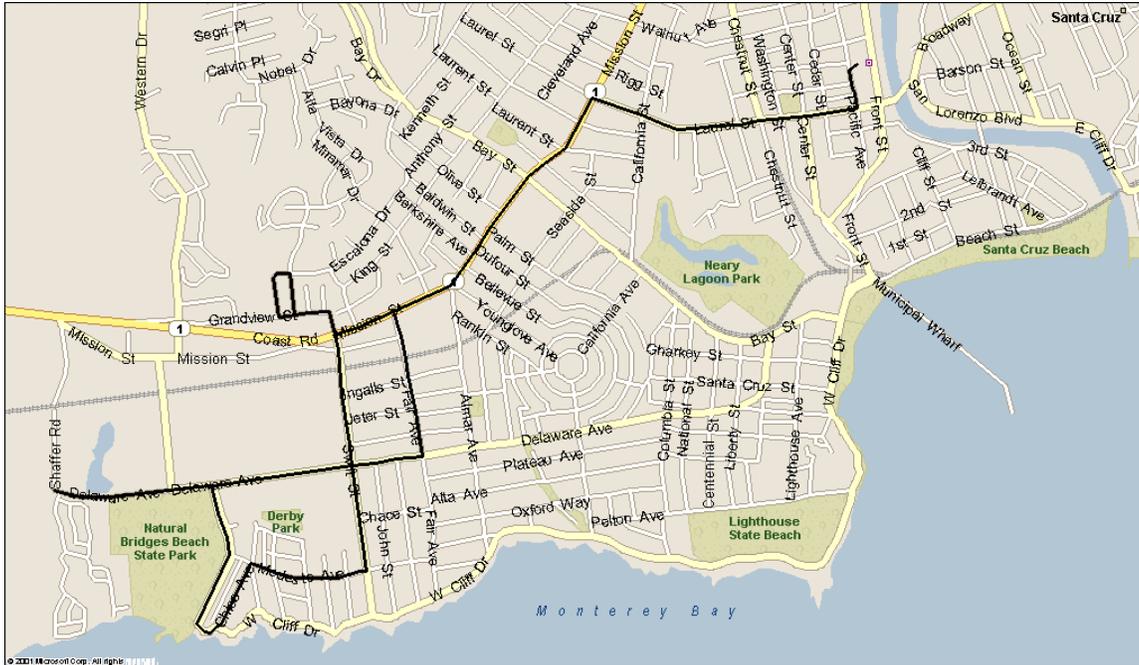
WEEKDAY						
Route	Description	Daily Hours	Annual Hours	Annual Cost	FY 04 Riders	FY 03 Riders
2	Eliminate Route	7.46	1,536.76	\$92,205.60	6.0	10.4
3A	Eliminate Route	7.01	1,444.06	\$86,643.60	5.0	11.0
3B	Add Running Time	-1.04	-214.24	-\$12,854.40	N/A	N/A
3N	Eliminate Route	1.06	218.36	\$13,101.60	6.6	8.8
7	Add Running Time	-2.50	-515.00	-\$30,900.00	6.0	7.4
19	Add 3 ST trips.	-2.04	-326.40	-\$19,584.00	N/A	N/A
	Delete 9:30 PM trip.	0.68	140.08	\$8,404.80	54.0	50.5
20	Add trips	-6.21	-1,278.40	-\$76,704.00	N/A	N/A
22	Eliminate Route	5.22	835.20	\$50,112.00	33.6	30.0
31	Delete 6 trips.	5.46	1,124.76	\$67,485.60	10.2	11.9
33	Delete 2:41 PM trip	0.55	88.00	\$5,280.00	13.6	12.2
34	Delete 2:49 PM trip.	0.56	115.36	\$6,921.60	20.5	10.5
35 IB	Delete 6:17 AM	1.46	300.76	\$18,045.60	13.7	12.5
36	Eliminate Route	2.02	416.12	\$24,967.20	12.9	13.3
52	Eliminate Route	2.90	597.40	\$35,844.00	9.3	9.1
54	Delete 2 trips.	1.99	409.94	\$24,596.40	N/A	N/A
56	Add time and trip	-2.71	-558.26	-\$33,495.60	5.9	N/A
65	Eliminate Route	15.47	3,186.82	\$191,209.20	12.3	12.6
67	Eliminate Route	14.20	2,925.20	\$175,512.00	14.9	17.0
68	Add 12 OB trips	-6.94	-1,429.64	-\$85,778.40	N/A	N/A
	Add 12 IB trips	-7.36	-1,516.16	-\$90,969.60	N/A	N/A
69 OB	Delete 5 trips.	1.90	391.40	\$23,484.00	10.7	12.2
69 IB	Delete 6 trips.	1.75	360.50	\$21,630.00	11.4	10.9
69N OB	Delete 1/2 trip.	0.16	32.96	\$1,977.60	13.3	20.7
69N IB	Delete 1 trip.	0.58	119.48	\$7,168.80	6.5	7.1
70	Delete 7:00 AM trip.	0.50	89.00	\$5,340.00	6.5	7.1
73	Eliminate Route	9.23	1,901.38	\$114,082.80	16.4	22.0
74	Add 12 trips	-9.96	-2,051.76	-\$123,105.60	N/A	N/A
79	Delete 6:51 am Trip.	0.75	154.50	\$9,270.00	5.6	8.4
91 OB	Delete 9:30 AM Trip	1.11	228.66	\$13,719.60	11.9	13.6
91 IB	Delete 3:30 PM Trip	1.11	228.66	\$13,719.60	17.0	20.5
TOTAL WEEKDAY REDUCTIONS		44.37	8,955.50	\$537,330.00		

Fall 2004 Service List

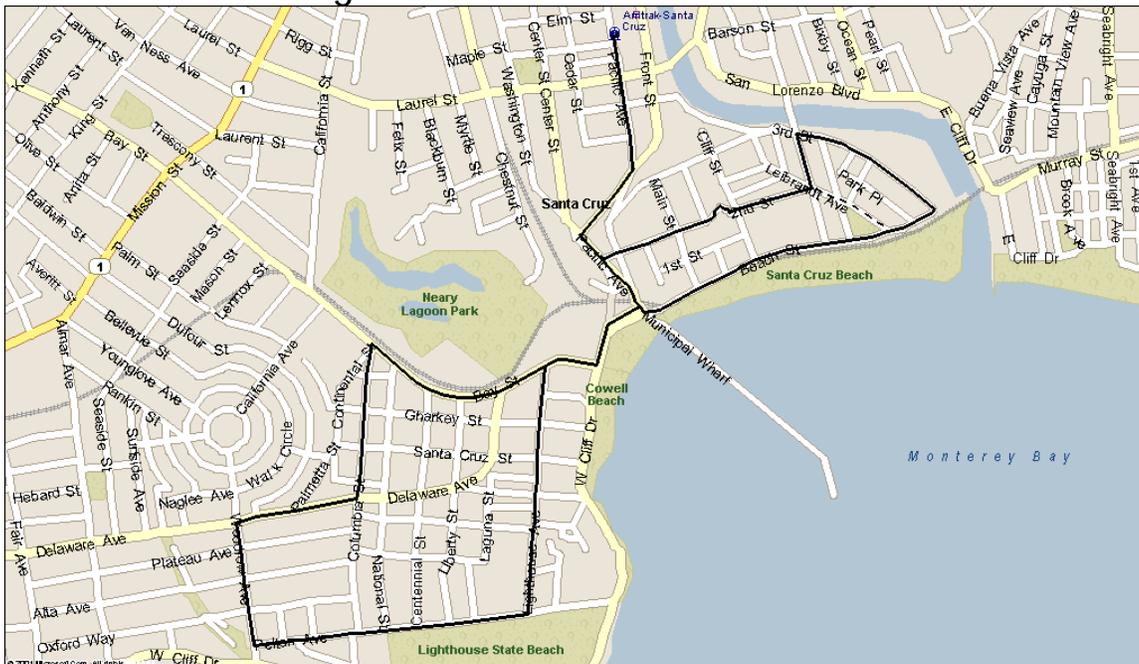
WEEKEND						
		Daily	Annual	Annual	FY 04	FY 03
Route	Description	Hours	Hours	Cost	Riders	Riders
2	Eliminate Route	6.38	535.92	\$32,155.20	3.9	N/A
3C	Eliminate Route	9.08	762.72	\$45,763.20	3.9	N/A
19	Delete 2 trips.	1.36	114.24	\$6,854.40	36.1	32.6
20	Add 13 trips	-11.83	-993.72	-\$59,623.20	N/A	N/A
31	Eliminate Route	3.64	305.76	\$18,345.60	8.7	8.6
33	Delete 2:41 PM trip	0.55	46.20	\$2,772.00	13.6	12.2
34	Delete 2:49 PM trip.	0.56	47.04	\$2,822.40	20.5	10.5
35 OB	Delete 10:00 AM trip.	1.00	84.00	\$5,040.00	18.0	18.6
35 IB	Delete 6:37 AM trip.	0.88	73.92	\$4,435.20	7.8	7.5
	Delete 11:02 AM trip.	1.21	101.64	\$6,098.40	26.3	27.3
40	Expand 8:30 AM running time	-0.50	-42.00	-\$2,520.00	21.0	18.5
	Delete 2 trips.	2.82	236.88	\$14,212.80	15.5	16.6
41	Delete 2 trips.	2.82	236.88	\$14,212.80	13.0	12.0
42	Add Mid-Day Trip	-1.41	-118.44	-\$7,106.40	N/A	N/A
65	Eliminate Route	13.03	1,094.52	\$65,671.20	9.6	10.7
67	Eliminate Route	12.69	1,065.96	\$63,957.60	11.0	13.6
68	Add 12 OB trips	-6.94	-582.96	-\$34,977.60	N/A	N/A
	Add 12 IB trips	-7.36	-618.24	-\$37,094.40	N/A	N/A
71 OB	Delete 9:15 PM trip.	1.50	126.00	\$7,560.00	16.0	20.7
72	Eliminate Route	8.19	687.96	\$41,277.60	15.2	21.5
73	Eliminate Route	6.39	536.76	\$32,205.60	12.9	17.3
76	Add 12 trips	-10.56	-887.04	-\$53,222.40	N/A	N/A
78	Eliminate Route	1.83	153.72	\$9,223.20	5.7	6.2
	Weekend Total	35.33	2,967.72	\$178,063.20		
	Grand Total		11,923.22	\$715,393.20		

ATTACHMENT B

Route 3B Mission



Route 7 Beach/Lighthouse

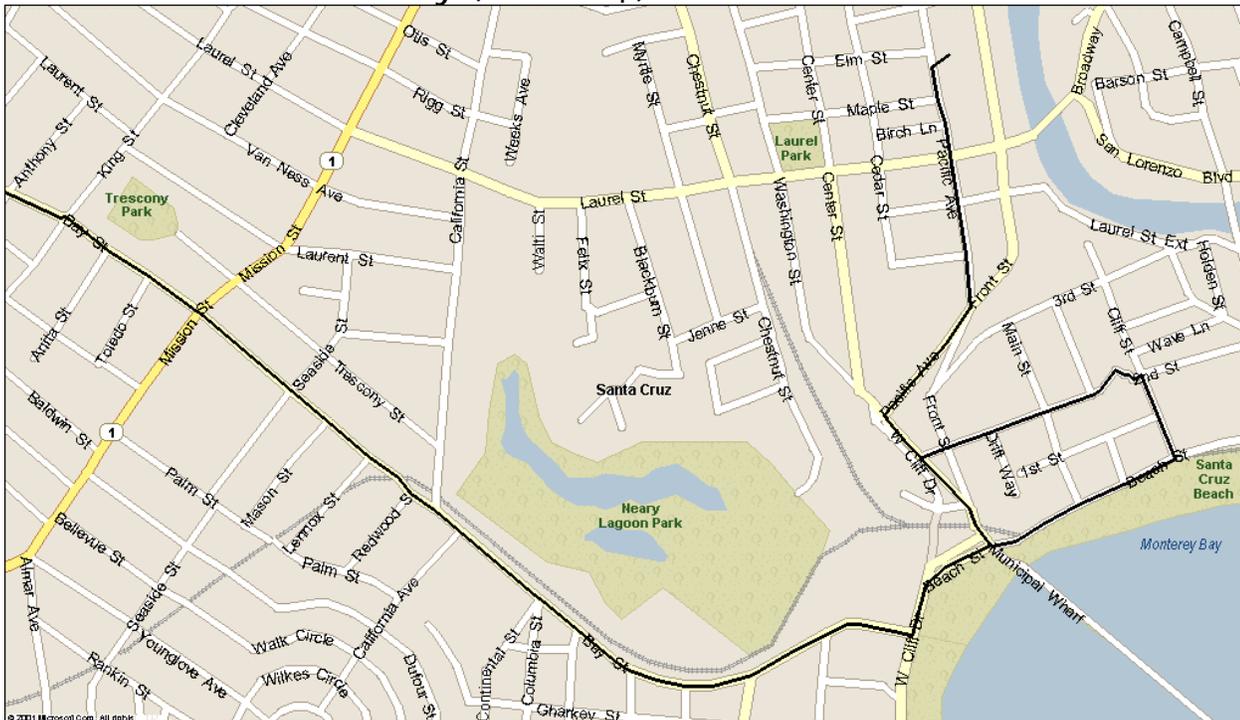


ATTACHMENT B

Route 7 Beach/Lighthouse

METRO Center	Delaware & Woodrow	Beach & Pacific	METRO Center
A	C	B	A
8:50 AM	9:00 AM	9:08 AM	9:18 AM
9:50 AM	10:00 AM	10:08 AM	10:18 AM
10:50 AM	11:00 AM	11:08 AM	11:18 AM
11:50 AM	12:00 PM	12:08 PM	12:18 PM
12:50 PM	1:00 PM	1:08 PM	1:18 PM
1:50 PM	2:00 PM	2:08 PM	2:18 PM
2:50 PM	3:00 PM	3:08 PM	3:18 PM
3:50 PM	4:00 PM	4:08 PM	4:18 PM
4:50 PM	5:00 PM	5:08 PM	5:18 PM
5:50 PM	6:00 PM	6:08 PM	6:18 PM

Route 19 UC/Lower Bay (Beach loop)

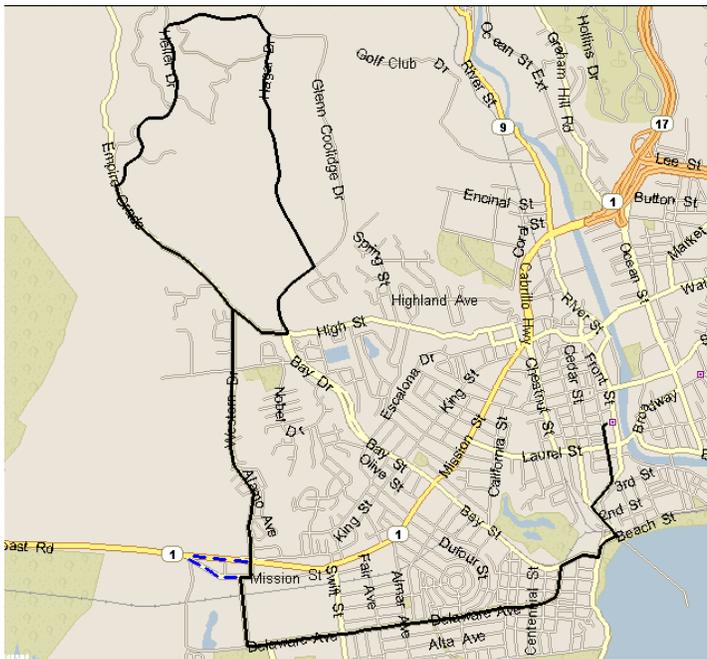


ATTACHMENT B

Route 19 UC/Lower Bay (Weekend Timetable)

METRO CENTER	MISSION & BAY	SCIENCE HILL	MISSION & BAY	CLIFF & BEACH	METRO CENTER
A	B	C	B	D	A
9:30 AM	9:37 AM	9:49 AM	9:59 AM	10:08 AM	10:22 AM
10:30 AM	10:37 AM	10:49 AM	10:59 AM	11:08 AM	11:22 AM
11:30 AM	11:37 AM	11:49 AM	11:59 AM	12:08 PM	12:22 PM
12:30 PM	12:37 PM	12:49 PM	12:59 PM	1:08 PM	1:22 PM
1:30 PM	1:37 PM	1:49 PM	1:59 PM	2:08 PM	2:22 PM
2:30 PM	2:37 PM	2:49 PM	2:59 PM	3:08 PM	3:22 PM
3:30 PM	3:37 PM	3:49 PM	3:59 PM	4:08 PM	4:22 PM
4:30 PM	4:37 PM	4:49 PM	4:59 PM	5:08 PM	5:22 PM
5:30 PM	5:37 PM	5:49 PM	5:59 PM	6:08 PM	6:22 PM
6:30 PM	6:37 PM	6:49 PM	6:59 PM	7:04 PM	7:11 PM
7:30 PM	7:37 PM	7:49 PM	7:59 PM	8:04 PM	8:11 PM
8:30 PM	8:37 PM	8:49 PM	8:59 PM	9:04 PM	9:11 PM

Route 20 Westside



ATTACHMENT B

Route 20 Westside (Weekday Timetable)

METRO CENTER	DELAWARE & SWIFT	PACIFIC SHORES	BAY & HIGH	SCIENCE HILL	PACIFIC SHORES	DELAWARE & SWIFT	METRO CENTER
A	B	C	D	E	C	B	A
7:20 AM	7:30 AM	---	7:40 AM	7:50 AM	7:57 AM	8:03 AM	8:18 AM
8:20 AM	8:30 AM	8:33 AM	8:43 AM	8:53 AM	9:00 AM	9:08 AM	9:20 AM
9:20 AM	9:30 AM	---	9:40 AM	9:50 AM	---	10:03 AM	10:15 AM
10:20 AM	10:30 AM	---	10:40 AM	10:50 AM	---	11:03 AM	11:15 AM
11:20 AM	11:30 AM	---	11:40 AM	11:50 AM	---	12:03 PM	12:15 PM
12:20 PM	12:30 PM	---	12:40 PM	12:50 PM	---	1:03 PM	1:15 PM
1:20 PM	1:30 PM	1:33 PM	1:43 PM	1:53 PM	2:00 PM	2:08 PM	2:20 PM
2:20 PM	2:30 PM	---	2:40 PM	2:50 PM	---	3:03 PM	3:15 PM
3:20 PM	3:30 PM	---	3:40 PM	3:50 PM	---	4:03 PM	4:15 PM
4:20 PM	4:30 PM	4:33 PM	4:43 PM	4:53 PM	5:00 PM	5:03 PM	5:20 PM
5:20 PM	5:30 PM	5:33 PM	5:43 PM	5:53 PM	6:00 PM	6:08 PM	6:20 PM
6:20 PM	6:30 PM	---	6:40 PM	6:50 PM	---	7:03 PM	7:15 PM
7:20 PM	7:30 PM	---	7:40 PM	7:50 PM	---	8:03 PM	8:15 PM
8:20 PM	8:30 PM	---	8:40 PM	8:50 PM	---	9:03 PM	9:15 PM

Route 20 Westside (Weekend Timetable)

METRO CENTER	DELAWARE & SWIFT	BAY & HIGH	SCIENCE HILL	DELAWARE & SWIFT	METRO CENTER
A	B	C	D	B	A
8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:03 AM	9:15 AM
9:20 AM	9:30 AM	9:40 AM	9:50 AM	10:03 AM	10:15 AM
10:20 AM	10:30 AM	10:40 AM	10:50 AM	11:03 AM	11:15 AM
11:20 AM	11:30 AM	11:40 AM	11:50 AM	12:03 PM	12:15 PM
12:20 PM	12:30 PM	12:40 PM	12:50 PM	1:03 PM	1:15 PM
1:20 PM	1:30 PM	1:40 PM	1:50 PM	2:03 PM	2:15 PM
2:20 PM	2:30 PM	2:40 PM	2:50 PM	3:03 PM	3:15 PM
3:20 PM	3:30 PM	3:40 PM	3:50 PM	4:03 PM	4:15 PM
4:20 PM	4:30 PM	4:40 PM	4:50 PM	5:03 PM	5:15 PM
5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:03 PM	6:15 PM
6:20 PM	6:30 PM	6:40 PM	6:50 PM	7:03 PM	7:15 PM
7:20 PM	7:30 PM	7:40 PM	7:50 PM	8:03 PM	8:15 PM
8:20 PM	8:30 PM	8:40 PM	8:50 PM	9:03 PM	9:15 PM

ATTACHMENT B

Route 31 Scotts Valley/Santa Cruz via Hwy 17

METRO CENTER	GRAHAM HILL & TREETOP	SCOTTS VALLEY TRANSIT CENTER	SCOTTS VALLEY HIGH SCHOOL	VINE HILL SCHOOL	OCEAN & WATER	METRO CENTER
A	B	C	D	E	F	A
6:55 AM	7:05 AM	7:18 AM	7:29 AM*	7:38 AM	7:48 AM	8:00 AM
7:25 AM	7:35 AM	7:45 AM	7:56 AM	8:05 AM	8:15 AM	8:27 AM
1:25 PM	1:35 PM	1:45 PM	---	1:57 PM	2:07 PM	2:20 PM
*2:25 PM	2:35 PM	2:45 PM	---	3:02 PM	3:12 PM	3:25 PM
3:25 PM	3:35 PM	3:45 PM	---	3:57 PM	4:07 PM	4:20 PM
4:25 PM	4:35 PM	4:45 PM	---	4:57 PM	5:07 PM	5:20 PM

* This trip serves Burlwood, arriving at 2:55 PM.

Route 33 Lompico

Current						
FELTON FAIRE	SLV H.S.	GLEN ARBOR & QUAIL HOLLOW	WEST DR. & LOMPICO	ZAYANTE STORE	E. ZAYANTE & W. ZAYANTE	FELTON FAIRE
A	B	C	D	E	F	A
---	6:45 AM	6:48 AM	6:58 AM	7:04 AM	7:10 AM	7:14 AM
---	2:15 PM	2:20 PM	2:30 PM	2:36 PM	2:43 PM	2:48 PM
2:49 PM	2:55 PM	3:00 PM	3:11 PM	3:17 PM	3:22 PM	3:26 PM
Proposed						
FELTON FAIRE	SLV H.S.	GLEN ARBOR & QUAIL HOLLOW	WEST DR. & LOMPICO	ZAYANTE STORE	E. ZAYANTE & W. ZAYANTE	FELTON FAIRE
A	B	C	D	E	F	A
---	6:55 AM	6:57 AM	7:08 AM	7:14 AM	7:20 AM	7:24 AM
2:40 PM	2:45 PM	2:50 PM	3:00 PM	3:06 PM	3:13 PM	3:18 PM

Route 34 South Felton

Current					
FELTON FAIRE	SLV H.S.	FOREST LAKES	REDWOOD & VALLEY	FELTON FAIRE	SLV H.S.
A	B	C	D	E	F
7:14 AM	7:16 AM	7:21 AM	7:26 AM	---	7:35 AM
2:10 PM	2:15 PM	2:23 PM	2:28 PM	2:40 PM	---
2:41 PM	2:50 PM	2:58 PM	3:03 PM	3:15 PM	---
Proposed					
FELTON FAIRE	SLV H.S.	FOREST LAKES	REDWOOD & VALLEY	FELTON FAIRE	SLV H.S.
A	B	C	D	E	F
7:25 AM	7:27 AM	7:32 AM	7:37 AM	---	7:46 AM
2:41 PM	2:50 PM	2:58 PM	3:03 PM	3:15 PM	---

ATTACHMENT B

Route 35 Santa Cruz to San Lorenzo Valley (Weekday Timetable)

ST Only?	METRO CENTER	PASA- TIEMPO	S. V. DR. & GRANITE CR.	SCOTTS VALLEY T.C.	FELTON FAIRE	SLV HIGH	GLEN ARBOR & QUAIL HOLLOW	HWY 9 & HIGHLANDS PARK
	A	B	C	D	E	F	G	H
ST	---	---		---	---	---	---	---
ST	---	---		---	---	---	---	---
	6:30 AM	6:37 AM	6:45 AM	6:55 AM	7:05 AM	7:07 AM	---	7:09 AM
	7:00 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:37 AM	7:41 AM	---
	7:30 AM	7:37 AM	7:45 AM	7:55 AM	8:05 AM	8:07 AM	---	8:09 AM
	8:00 AM	8:07 AM	8:15 AM	8:25 AM	8:35 AM	8:37 AM	8:41 AM	---
	8:30 AM	8:37 AM	8:45 AM	8:55 AM	9:05 AM	9:07 AM	---	9:09 AM
	9:00 AM	9:07 AM	9:15 AM	9:25 AM	9:35 AM	9:37 AM	9:41 AM	---
	9:30 AM	9:37 AM	9:45 AM	9:55 AM	10:05 AM	10:07 AM	---	10:09 AM
	10:00 AM	10:07 AM	10:15 AM	10:25 AM	10:35 AM	10:37 AM	10:41 AM	---
	10:30 AM	10:37 AM	10:45 AM	10:55 AM	11:05 AM	11:07 AM	---	11:09 AM
	11:00 AM	11:07 AM	11:15 AM	11:25 AM	11:35 AM	11:37 AM	11:41 AM	---
	11:30 AM	11:37 AM	11:45 AM	11:55 AM	12:05 PM	12:07 PM	---	12:09 PM
	12:00 PM	12:07 PM	12:15 PM	12:25 PM	12:35 PM	12:37 PM	12:41 PM	---
	12:30 PM	12:37 PM	12:45 PM	12:55 PM	1:05 PM	1:07 PM	---	1:09 PM
	1:00 PM	1:07 PM	---	1:20 PM	1:30 PM	1:33 PM	1:37 PM	---
	1:30 PM	1:37 PM	---	1:50 PM	2:00 PM	2:07 PM	---	2:09 PM
<i>ST</i>	---	---	---	---	---	<i>2:25 PM</i>	<i>2:30 PM</i>	---
	2:00 PM	2:07 PM	---	2:20 PM	2:30 PM	2:33 PM	2:37 PM	---
<i>ST</i>	---	---	---	---	---	<i>2:40 PM</i>	<i>2:45 PM</i>	---
	---	---	---	---	---	2:51 PM	---	2:55 PM
	2:30 PM	2:37 PM	---	2:50 PM	3:00 PM	3:03 PM	---	3:06 PM
	3:00 PM	3:07 PM	---	3:20 PM	3:30 PM	3:33 PM	3:37 PM	---
	3:30 PM	3:37 PM	---	3:50 PM	4:00 PM	4:03 PM	---	4:06 PM
	4:00 PM	4:07 PM	---	4:20 PM	4:30 PM	4:33 PM	4:37 PM	---
	4:30 PM	4:37 PM	---	4:50 PM	5:00 PM	5:03 PM	---	5:06 PM
	5:00 PM	5:07 PM	---	5:20 PM	5:30 PM	5:33 PM	5:37 PM	---
	5:30 PM	5:37 PM	5:45 PM	5:55 PM	6:05 PM	6:07 PM	6:09 PM	---
	6:00 PM	6:07 PM	6:15 PM	6:25 PM	6:35 PM	6:37 PM	6:41 PM	---
	6:30 PM	6:37 PM	6:45 PM	6:55 PM	7:05 PM	7:07 PM	---	7:09 PM
	7:00 PM	7:07 PM	7:15 PM	7:25 PM	7:35 PM	7:37 PM	7:41 PM	---
	7:25 PM	7:31 PM	7:40 PM	7:50 PM	7:58 PM	8:00 PM	8:04 PM	---
	8:25 PM	8:31 PM	8:40 PM	8:50 PM	8:58 PM	9:00 PM	9:04 PM	---
	9:45 PM	9:51 PM	10:00 PM	10:10 PM	10:18 PM	10:20 PM	10:24 PM	---
	11:00 PM	11:06 PM	11:15 PM	11:25 PM	11:33 PM	11:35 PM	11:39 PM	---

ATTACHMENT B

Route 35 Santa Cruz to San Lorenzo Valley (Weekday Timetable){cont'd}

HIGHWAY 9 & MAIN (Ben Lomond)	HIGHWAY 9 & LOMOND (Boulder Creek)	BEAR CREEK ESTATES	MTN. STORE	SYLVAN WAY	COUNTRY CLUB
I	J	K	L	M	N
---	6:58 AM	---	---	---	7:06 AM
---	7:11 AM	7:18 AM	---	---	---
7:12 AM	7:22 AM	---	---	---	7:28 AM
7:44 AM	7:54 AM	---	8:00 AM	---	---
8:12 AM	8:22 AM	---	---	---	8:28 AM
8:44 AM	8:54 AM	---	9:00 AM	---	---
9:12 AM	9:22 AM	---	---	---	9:28 AM
9:44 AM	9:54 AM	---	10:00 AM	---	---
10:12 AM	10:22 AM	10:26 AM	---	---	---
10:44 AM	10:54 AM	---	11:00 AM	---	---
11:12 AM	11:22 AM	---	---	---	11:28 AM
11:44 AM	11:54 AM	---	12:00 PM	---	---
12:12 PM	12:22 PM	---	---	---	12:28 PM
12:44 PM	12:54 PM	---	1:00 PM	---	---
1:12 PM	1:22 PM	1:28 PM	---	---	---
1:40 PM	1:50 PM	---	2:00 PM	---	---
2:12 PM	2:22 PM	---	---	---	2:28 PM
<i>2:35 PM</i>	<i>2:45 PM</i>	---	<i>2:50 PM</i>	<i>2:55 PM</i>	---
2:40 PM	2:50 PM	---	3:00 PM	---	---
<i>2:50 PM</i>	<i>3:00 PM</i>	---	<i>3:05 PM</i>	<i>3:10 PM</i>	---
3:00 PM	3:10 PM	---	---	---	3:18 PM
3:10 PM	3:20 PM	3:26 PM	---	---	---
3:40 PM	3:50 PM	---	4:00 PM	---	---
4:10 PM	4:20 PM	---	---	---	4:28 PM
4:40 PM	4:50 PM	---	5:00 PM	---	---
5:10 PM	5:20 PM	---	---	---	5:28 PM
5:40 PM	5:50 PM	---	6:00 PM	---	---
6:12 PM	6:22 PM	6:28 PM	6:36 PM	6:42 PM	---
6:44 PM	6:54 PM	---	7:00 PM	---	---
7:12 PM	7:22 PM	---	---	---	7:28 PM
7:44 PM	7:54 PM	---	8:00 PM	---	---
8:07 PM	8:13 PM	---	8:19 PM	---	---
9:07 PM	9:13 PM	---	---	---	9:20 PM
10:27 PM	10:33 PM	---	---	---	---
11:42 PM	11:48 PM	---	11:55 PM	---	12:08 AM

ATTACHMENT B

Route 35 San Lorenzo Valley to Santa Cruz (Weekday Timetable)

	SYLVAN WAY	MTN. STORE	COUNTRY CLUB	BEAR CREEK ESTATES	HWY 9 & LOMOND (Boulder Cr.)	HWY 9 & MAIN (Ben Lomond)
	L	K	N	M	J	I
	---	6:00 AM	---	---	6:05 AM	6:12 AM
	---	6:30 AM	---	---	6:40 AM	6:49 AM
	---	7:02 AM	---	---	7:15 AM	7:22 AM
ST	7:00 AM	7:04 AM	---	---	7:18 AM	7:28 AM
ST	---	---	7:06 AM	---	7:21 AM	7:30 AM
ST	---	---	---	7:18 AM	7:23 AM	7:32 AM
	---	---	7:30 AM	---	7:45 AM	7:52 AM
	---	8:02 AM	---	---	8:15 AM	8:22 AM
	---	---	8:30 AM	---	8:45 AM	8:52 AM
	---	9:02 AM	---	---	9:15 AM	9:22 AM
	---	---	9:30 AM	---	9:45 AM	9:52 AM
	---	10:02 AM	---	---	10:15 AM	10:22 AM
	---	---	---	10:27 AM	10:45 AM	10:52 AM
	---	11:02 AM	---	---	11:15 AM	11:22 AM
	---	---	11:30 AM	---	11:45 AM	11:52 AM
		12:02 PM	---	---	12:15 PM	12:22 PM
		---	12:30 PM	---	12:45 PM	12:52 PM
		1:02 PM	---	---	1:15 PM	1:22 PM
		---	---	1:27 PM	1:45 PM	1:52 PM
		2:02 PM	---	---	2:15 PM	2:22 PM
		---	2:30 PM	---	2:45 PM	2:52 PM
		3:02 PM	---	---	3:15 PM	3:22 PM
ST	3:10 PM	3:15 PM	---	---	3:23 PM	---
	---	---	---	3:27 PM	3:45 PM	3:52 PM
	---	4:02 PM	---	---	4:15 PM	4:22 PM
	---	---	4:30 PM	---	4:45 PM	4:52 PM
	---	5:02 PM	---	---	5:15 PM	5:22 PM
	---	---	5:30 PM	---	5:45 PM	5:52 PM
	---	6:02 PM	---	---	6:15 PM	6:22 PM
	6:42 AM	6:47 AM	---	---	6:53 AM	---
	---	---	---	6:27 PM	6:45 PM	6:52 PM
	---	7:10 PM	---	---	7:22 PM	7:29 PM
	---	8:20 PM	---	---	8:30 PM	8:37 PM
	---	---	9:23 PM	---	9:40 PM	9:47 PM
	---	10:45 PM	---	---	10:55 PM	11:02 PM

ATTACHMENT B

Route 35 San Lorenzo Valley to Santa Cruz (Weekday Timetable) {cont'd}

HWY 9 & HIGHLANDS PARK	GLEN ARBOR & QUAIL HOLLOW	SLV HIGH	FELTON FAIRE	SCOTTS VALLEY T.C.	PASA- TIEMPO	METRO CENTER
H	G	F	E	D	B	A
---	6:14 AM	6:16 AM	6:21 AM	---	6:30 AM	6:50 AM
---	6:51 AM	6:55 AM	6:57 AM	---	7:07 AM	7:20 AM
7:24 AM	---	7:29 AM	7:37 AM	---	7:47 AM	8:00 AM
---	7:29 AM	7:34 AM	7:41 AM	---	---	---
7:32 AM	---	7:36 AM	7:43 AM	---	7:53 AM	8:06 AM
---	7:34 AM	7:38 AM	7:45 AM	---	---	---
---	7:54 AM	7:59 AM	8:07 AM	8:20 AM	8:22 AM	8:45 AM
8:24 AM	---	8:29 AM	8:37 AM	8:50 AM	8:52 AM	9:15 AM
---	8:54 AM	8:59 AM	9:07 AM	9:20 AM	9:22 AM	9:45 AM
9:24 AM	---	9:29 AM	9:37 AM	9:50 AM	9:52 AM	10:15 AM
---	9:54 AM	9:59 AM	10:07 AM	10:20 AM	10:22 AM	10:45 AM
10:24 AM	---	10:29 AM	10:37 AM	10:50 AM	10:52 AM	11:15 AM
---	10:54 AM	10:59 AM	11:07 AM	11:20 AM	11:22 AM	11:45 AM
11:24 AM	---	11:29 AM	11:37 AM	11:50 AM	11:52 AM	12:15 PM
---	11:54 AM	11:59 AM	12:07 PM	12:20 PM	12:22 PM	12:45 PM
12:24 AM	---	12:29 PM	12:37 PM	12:50 PM	12:52 PM	1:15 PM
---	12:54 AM	12:59 PM	1:07 PM	1:20 PM	1:22 PM	1:45 PM
1:24 PM	---	1:29 PM	1:37 PM	1:50 PM	1:52 PM	2:15 PM
---	1:54 PM	1:59 PM	2:07 PM	2:20 PM	2:22 PM	2:45 PM
2:24 PM	---	2:29 PM	2:37 PM	2:50 PM	2:52 PM	3:15 PM
---	2:54 PM	2:59 PM	3:07 PM	3:20 PM	3:22 PM	3:45 PM
3:24 PM	---	3:29 PM	3:37 PM	3:50 PM	3:52 PM	4:15 PM
---	---	---	---	---	---	---
---	3:54 PM	3:59 PM	4:07 PM	4:20 PM	4:22 PM	4:45 PM
4:24 PM	---	4:29 PM	4:37 PM	4:50 PM	4:52 PM	5:15 PM
---	4:54 PM	4:59 PM	5:07 PM	5:20 PM	5:22 PM	5:45 PM
5:24 PM	---	5:29 PM	5:37 PM	5:50 PM	5:52 PM	6:15 PM
---	5:54 PM	5:59 PM	6:07 PM	6:22 PM	6:24 PM	6:45 PM
6:24 PM	---	6:29 PM	6:37 PM	6:52 PM	6:54 PM	7:15 PM
---	---	---	---	---	---	---
---	6:54 PM	6:59 PM	7:07 PM	7:20 PM	7:22 PM	7:45 PM
7:31 PM	---	7:35 PM	7:37 PM	7:55 PM	7:57 PM	8:15 PM
---	8:39 PM	8:43 PM	8:45 PM	9:00 PM	9:02 PM	9:20 PM
---	9:49 PM	9:53 PM	9:55 PM	10:10 PM	10:12 PM	10:30 PM
---	11:04 PM	11:08 PM	11:10 PM	11:25 PM	11:27 PM	11:45 PM

ATTACHMENT B

Route 35 Santa Cruz to San Lorenzo Valley (Weekend Timetable)

METRO CENTER	PASA-TIEMPO	S. V. DR. & GRANITE CR.	SCOTTS VALLEY T.C.	FELTON FAIRE	SLV HIGH	GLEN ARBOR & QUAIL HOLLOW	HWY 9 & HIGHLANDS PARK
A	B	C	D	E	F	G	H
7:30 AM	7:37 AM	7:45 AM	7:55 AM	8:05 AM	8:07 AM	---	8:09 AM
8:30 AM	8:37 AM	8:45 AM	8:55 AM	9:05 AM	9:07 AM	9:11 AM	---
9:30 AM	9:37 AM	9:45 AM	9:55 AM	10:05 AM	10:07 AM	---	10:09 AM
10:30 AM	10:37 AM	10:45 AM	10:55 AM	11:05 AM	11:07 AM	---	11:09 AM
11:00 AM	11:07 AM	11:15 AM	11:25 AM	11:35 AM	11:37 AM	11:41 AM	---
11:30 AM	11:37 AM	11:45 AM	11:55 AM	12:05 PM	12:07 PM	---	12:09 PM
12:00 PM	12:07 PM	12:15 PM	12:25 PM	12:35 PM	12:37 PM	12:41 PM	---
12:30 PM	12:37 PM	12:45 PM	12:55 PM	1:05 PM	1:07 PM	---	1:09 PM
1:00 PM	1:07 PM	1:15 PM	1:25 PM	1:35 PM	1:37 PM	1:41 PM	---
1:30 PM	1:37 PM	1:45 PM	1:55 PM	2:05 PM	2:07 PM	---	2:09 PM
2:00 PM	2:07 PM	2:15 PM	2:25 PM	2:35 PM	2:37 PM	2:41 PM	---
2:30 PM	2:37 PM	2:45 PM	2:55 PM	3:05 PM	3:07 PM	---	3:09 PM
3:00 PM	3:07 PM	3:15 PM	3:25 PM	3:35 PM	3:37 PM	3:41 PM	---
3:30 PM	3:37 PM	3:45 PM	3:55 PM	4:05 PM	4:07 PM	---	4:09 PM
4:00 PM	4:07 PM	4:15 PM	4:25 PM	4:35 PM	4:37 PM	4:41 PM	---
4:30 PM	4:37 PM	4:45 PM	4:55 PM	5:05 PM	5:07 PM	---	5:09 PM
5:00 PM	5:07 PM	5:15 PM	5:25 PM	5:35 PM	5:37 PM	5:41 PM	---
5:30 PM	5:37 PM	5:45 PM	5:55 PM	6:05 PM	6:07 PM	---	6:09 PM
6:00 PM	6:07 PM	6:15 PM	6:25 PM	6:35 PM	6:37 PM	6:41 PM	---
6:30 PM	6:37 PM	6:45 PM	6:55 PM	7:05 PM	7:07 PM	---	7:09 PM
7:30 PM	7:36 PM	7:45 PM	7:55 PM	8:01 PM	8:03 PM	8:07 PM	---
8:30 PM	8:36 PM	8:45 PM	8:55 PM	9:01 PM	9:03 PM	9:07 PM	---
9:30 PM	9:36 PM	9:45 PM	9:55 PM	10:01 PM	10:03 PM	10:07 PM	---
11:00 PM	11:06 PM	11:15 PM	11:33 PM	11:35 PM	11:39 PM	---	11:42 PM

ATTACHMENT B

Route 35 Santa Cruz to San Lorenzo Valley (Weekend Timetable){cont'd}

HIGHWAY 9 & MAIN (Ben Lomond)	HIGHWAY 9 & LOMOND (Boulder Creek)	MTN. STORE	SYLVAN WAY	COUNTRY CLUB	BIG BASIN STATE PARK
I	I	K	L	N	O
8:12 AM	8:22 AM	8:27 AM	8:33 AM	---	---
9:14 AM	9:24 AM	---	---	9:30 AM	9:45 AM
10:12 AM	10:22 AM	10:28 AM	---	---	---
11:12 AM	11:22 AM	---	---	11:28 AM	---
11:44 AM	11:54 AM	12:00 PM	---	---	---
12:12 PM	12:22 PM	---	---	12:28 PM	---
12:44 PM	12:54 PM	1:00 PM	---	---	---
1:12 PM	1:22 PM	---	---	1:28 PM	---
1:44 PM	1:54 PM	2:00 PM	---	---	---
2:12 PM	2:22 PM	---	---	2:28 PM	---
2:44 PM	2:54 PM	3:00 PM	---	---	---
3:12 PM	3:22 PM	3:27 PM	3:33 PM	---	---
3:44 PM	3:54 PM	4:00 PM	---	---	---
4:12 PM	4:22 PM	---	---	4:28 PM	---
4:44 PM	4:54 PM	5:00 PM	---	---	---
5:12 PM	5:22 PM	---	---	5:28 PM	---
5:44 PM	5:54 PM	6:00 PM	---	---	---
6:12 PM	6:22 PM	---	---	6:28 PM	6:45 PM
6:44 PM	6:54 PM	7:00 PM	7:06 PM	---	---
7:12 PM	7:22 PM	7:28 PM	---	7:41 PM	---
8:10 PM	8:16 PM	8:22 PM	---	---	---
9:10 PM	9:16 PM	9:22 PM	---	---	---
10:10 PM	10:16 PM	10:22 PM	---	---	---
11:48 PM	11:55 PM	---	---	12:08 AM	---

ATTACHMENT B

Route 35 San Lorenzo Valley to Santa Cruz (Weekend Timetable)

BIG BASIN STATE PARK	SYLVAN WAY	MTN. STORE	COUNTRY CLUB	HWY 9 & LOMOND (Boulder Cr.)	HWY 9 & MAIN (Ben Lomond)
O	L	K	N	J	I
---	---	7:02 AM	---	7:15 AM	7:22 AM
---	---	8:02 AM	---	8:15 AM	8:22 AM
---	8:34 AM	8:39 AM	8:52 AM	9:15 AM	9:22 AM
9:50 AM	---	---	10:05 AM	10:15 AM	10:22 AM
---	---	10:32 AM	---	10:45 AM	10:52 AM
---	---	---	11:30 AM	11:45 AM	11:52 AM
		12:02 PM	---	12:15 PM	12:22 PM
		---	12:30 PM	12:45 PM	12:52 PM
		1:02 PM	---	1:15 PM	1:22 PM
		---	1:30 PM	1:45 PM	1:52 PM
		2:02 PM	---	2:15 PM	2:22 PM
		---	2:30 PM	2:45 PM	2:52 PM
		3:02 PM	---	3:15 PM	3:22 PM
---	3:34 PM	3:39 PM	---	3:45 PM	3:52 PM
---	---	4:02 PM	---	4:15 PM	4:22 PM
---	---	---	4:30 PM	4:45 PM	4:52 PM
---	---	5:02 PM	---	5:15 PM	5:22 PM
---	---	---	5:30 PM	5:45 PM	5:52 PM
---	---	6:02 PM	---	6:15 PM	6:22 PM
6:55 PM	---	---	7:05 PM	7:22 PM	7:29 PM
---	7:07 PM	7:12 PM	---	7:22 PM	---
---	---	8:23 PM	---	8:33 PM	8:40 PM
---	---	9:23 PM	---	9:33 PM	9:40 PM
---	---	10:23 PM	---	10:33 PM	10:40 PM

ATTACHMENT B

Route 35 San Lorenzo Valley to Santa Cruz (Weekend Timetable){cont'd}

HWY 9 & HIGHLANDS PARK	GLEN ARBOR & QUAIL HOLLOW	SLV HIGH	FELTON FAIRE	SCOTTS VALLEY T.C.	PASA- TIEMPO	METRO CENTER
H	G	F	E	D	B	A
---	7:24 AM	7:29 AM	7:37 AM	7:50 AM	7:52 AM	8:15 AM
8:24 AM	---	8:29 AM	8:37 AM	8:50 AM	8:52 AM	9:15 AM
---	9:24 AM	9:29 AM	9:37 AM	9:50 AM	9:52 AM	10:15 AM
10:24 AM	---	10:29 AM	10:37 AM	10:50 AM	10:52 AM	11:15 AM
---	10:54 AM	10:59 AM	11:07 AM	11:20 AM	11:22 AM	11:45 AM
---	11:54 AM	11:59 AM	12:07 PM	12:20 PM	12:22 PM	12:45 PM
12:24 AM	---	12:29 PM	12:37 PM	12:50 PM	12:52 PM	1:15 PM
---	12:54 AM	12:59 PM	1:07 PM	1:20 PM	1:22 PM	1:45 PM
1:24 PM	---	1:29 PM	1:37 PM	1:50 PM	1:52 PM	2:15 PM
---	1:54 PM	1:59 PM	2:07 PM	2:20 PM	2:22 PM	2:45 PM
2:24 PM	---	2:29 PM	2:37 PM	2:50 PM	2:52 PM	3:15 PM
---	2:54 PM	2:59 PM	3:07 PM	3:20 PM	3:22 PM	3:45 PM
3:24 PM	---	3:29 PM	3:37 PM	3:50 PM	3:52 PM	4:15 PM
---	3:54 PM	3:59 PM	4:07 PM	4:20 PM	4:22 PM	4:45 PM
4:24 PM	---	4:29 PM	4:37 PM	4:50 PM	4:52 PM	5:15 PM
---	4:54 PM	4:59 PM	5:07 PM	5:20 PM	5:22 PM	5:45 PM
5:24 PM	---	5:29 PM	5:37 PM	5:50 PM	5:52 PM	6:15 PM
---	5:54 PM	5:59 PM	6:07 PM	6:22 PM	6:24 PM	6:45 PM
6:24 PM	---	6:29 PM	6:37 PM	6:52 PM	6:54 PM	7:15 PM
7:31 PM	---	7:35 PM	7:37 PM	7:50 PM	7:52 PM	8:15 PM
---	---	---	---	---	---	---
---	8:42 PM	8:46 PM	8:48 PM	9:01 PM	9:03 PM	9:21 PM
---	9:42 PM	9:56 PM	9:48 PM	10:01 PM	10:03 PM	10:21 PM
---	10:42 PM	10:56 PM	10:48 PM	11:01 PM	11:03 PM	11:21 PM

ATTACHMENT B

Route 40 Davenport/North Coast Beaches (Weekend Timetable)

Current						
METRO CENTER	HWY 1 & WESTERN	DAVENPORT CASH STORE	WADDELL CREEK	PACIFIC SCHOOL	HWY 1 & WESTERN	METRO CENTER
A	B	C	D	E	B	A
8:30 AM	8:40 AM	8:52 AM	---	9:02 AM	9:12 AM	9:25 AM
11:00 AM	11:10 AM	11:22 AM	11:45 AM	12:00 PM	12:10 PM	12:25 PM
3:30 PM	3:40 PM	3:52 PM	4:15 PM	4:30 PM	4:40 PM	4:55 PM
5:30 PM	5:40 PM	5:52 PM	6:15 PM	6:30 PM	6:40 PM	6:55 PM
Proposed						
METRO CENTER	HWY 1 & WESTERN	DAVENPORT CASH STORE	WADDELL CREEK	PACIFIC SCHOOL	HWY 1 & WESTERN	METRO CENTER
A	B	C	D	E	B	A
8:30 AM	8:40 AM	8:52 AM	9:15 AM	9:30 AM	9:40 AM	9:55 AM
3:30 PM	3:40 PM	3:52 PM	4:15 PM	4:30 PM	4:40 PM	4:55 PM

Route 41 Bonny Doon (Weekend Timetable)

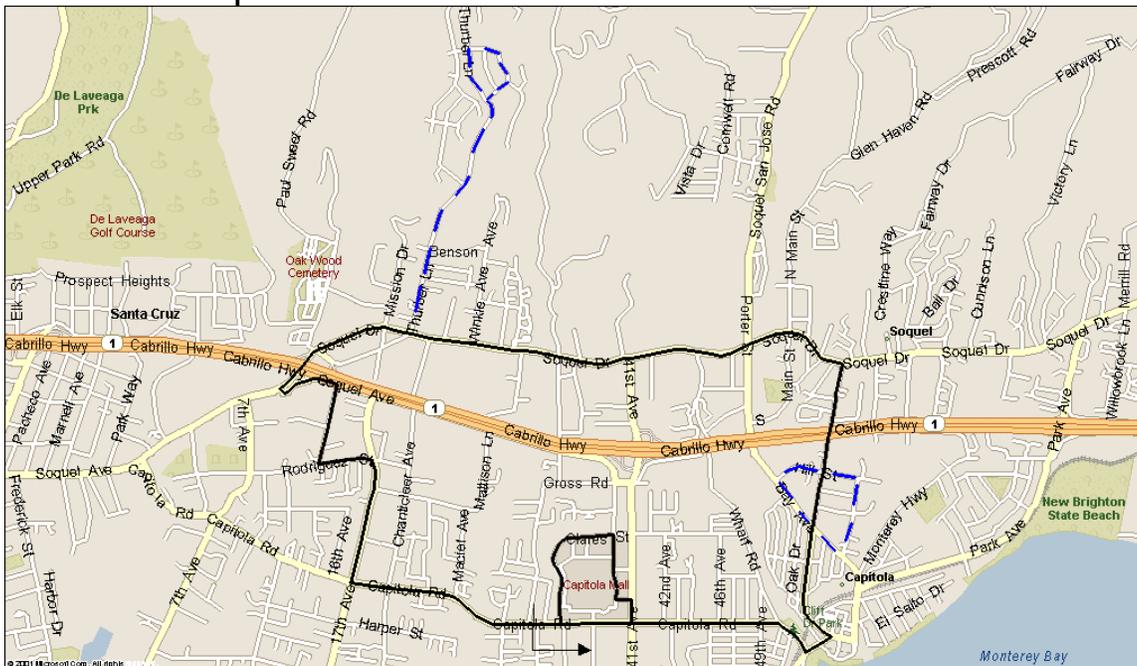
Current						
METRO CENTER	BAY & HIGH	EMP. GR. & PINE FLAT	BON. DN. PINE FLT.	PINE FLT EMP. GR.	BAY & HIGH	METRO CENTER
A	B	C	D	E	B	A
9:30 AM	9:39 AM	10:01 AM	10:06 AM	10:22 AM	10:42 AM	10:50 AM
1:15 PM	1:24 PM	1:46 PM	1:51 PM	2:07 PM	2:27 PM	2:35 PM
5:15 PM	5:24 PM	5:46 PM	5:51 PM	6:07 PM	6:27 PM	6:35 PM
Proposed						
METRO CENTER	BAY & HIGH	EMP. GR. & PINE FLAT	BON. DN. PINE FLT.	PINE FLT EMP. GR.	BAY & HIGH	METRO CENTER
A	B	C	D	E	B	A
9:30 AM	9:39 AM	10:01 AM	10:06 AM	10:22 AM	10:42 AM	10:50 AM

ATTACHMENT B

Route 42 Davenport/ Bonny Doon (Weekend Timetable)

Current					
METRO CENTER	DAVENPORT CASH STORE	HWY 1 & BNY DOON	B.D WINERY	EMPIRE & FLT. EM.	METRO CENTER
A	C	D	E	B	A
7:15 PM	7:37 PM	7:45 PM	7:54 PM	8:13 PM	8:35 PM
10:00 PM	10:25 PM	10:33 PM	10:42 PM	11:01 PM	11:20 PM
Proposed					
METRO CENTER	DAVENPORT CASH STORE	HWY 1 & BNY DOON	B.D WINERY	EMPIRE & FLT. EM.	METRO CENTER
A	C	D	E	B	A
12:30 PM	12:52 PM	1:00 PM	1:09 PM	1:28 PM	1:20 PM
5:30 PM	5:52 PM	6:00 PM	6:09 PM	6:28 PM	6:50 PM
10:00 PM	10:25 PM	10:33 PM	10:42 PM	11:01 PM	11:20 PM

Route 53 Capitola/Dominican



ATTACHMENT B

Route 53 Capitola/Dominican

CAPITOLA MALL	CAP AVE & STOCKTON	SOQUEL & DAUBENBISS	THURBER & WINKLE	DOMINICAN HOSPITAL	CAPITOLA MALL
A	B	C	D	E	A
8:10 AM	8:17 AM	8:25 AM	8:32 AM	8:38 AM	8:55 AM
10:10 AM	10:17 AM	10:25 AM	10:32 AM	10:38 AM	10:55 AM
12:10 PM	12:17 PM	12:25 PM	12:32 PM	12:38 PM	12:55 PM
2:10 PM	2:17 PM	2:25 PM	2:32 PM	2:38 PM	2:55 PM
4:10 PM	4:17 PM	4:25 PM	4:32 PM	4:38 PM	4:55 PM
6:10 PM	6:17 PM	6:25 PM	6:32 PM	6:38 PM	6:55 PM

Route 55 Aptos/Rio Del Mar

CAPITOLA MALL	CAPITOLA VILLAGE	CABRILLO COLLEGE	SEARIDGE & MAR VISTA	APTOS BCH & MARINA
A	B	C	D	E
7:30 AM	7:34 AM	7:45 AM	---	7:55 AM
8:30 AM	8:34 AM	8:45 AM	---	8:55 AM
9:30 AM	9:34 AM	9:45 AM	---	9:55 AM
10:30 AM	10:34 AM	10:45 AM	---	10:55 AM
11:30 AM	11:34 AM	11:45 AM	---	11:55 AM
12:30 PM	12:34 PM	12:45 PM	12:48 PM	1:02 PM
1:30 PM	1:34 PM	1:45 PM	---	2:02 PM
2:30 PM	2:34 PM	2:45 PM	2:48 PM	3:02 PM
3:30 PM	3:34 PM	3:45 PM	---	4:02 PM
4:30 PM	4:34 PM	4:45 PM	4:48 PM	5:02 PM
DEER PARK CENTER	SEARIDGE & MAR VISTA	CABRILLO COLLEGE	CAPITOLA VILLAGE	CAPITOLA MALL
F	D	C	B	A
8:00 AM	8:03 AM	8:12 AM	8:20 AM	8:25 AM
9:00 AM	9:03 AM	9:12 AM	9:20 AM	9:25 AM
10:00 AM	---	10:12 AM	10:20 AM	10:25 AM
11:00 AM	11:03 AM	11:12 AM	11:20 AM	11:25 AM
12:00 PM	---	12:12 PM	12:20 PM	12:25 PM
1:05 PM	---	1:12 PM	1:20 PM	1:25 PM
2:05 PM	---	2:12 PM	2:20 PM	2:25 PM
3:05 PM	---	3:12 PM	3:20 PM	3:25 PM
4:05 PM	---	4:12 PM	4:20 PM	4:25 PM
5:05 PM	---	5:12 PM	5:20 PM	5:25 PM

ATTACHMENT B

Route 66 Live Oak via 17th (Weekday/Weekend Outbound)

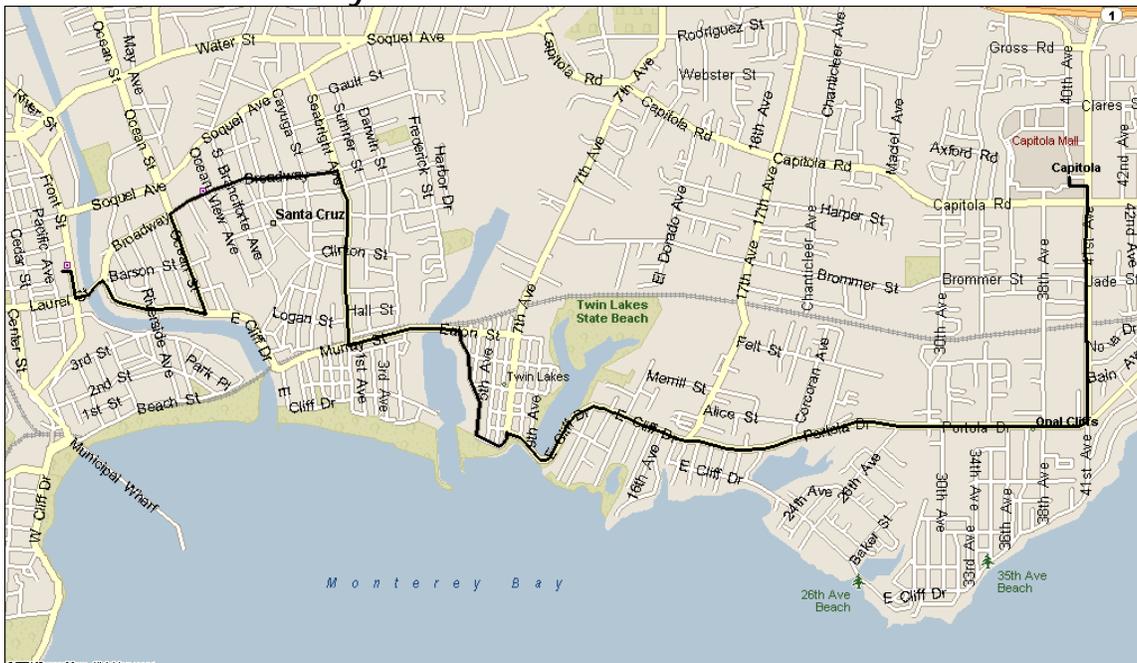
METRO CENTER	CAPITOLA ROAD & 7TH AVE	PORTOLA & 30TH	CAPITOLA MALL
A	B	C	D
7:00 AM	7:10 AM	7:17 AM	7:25 AM
8:00 AM	8:10 AM	8:20 AM	8:35 AM
9:00 AM	9:10 AM	9:20 AM	9:35 AM
10:00 AM	10:10 AM	10:20 AM	10:35 AM
11:00 AM	11:10 AM	11:20 AM	11:35 AM
12:00 PM	12:12 PM	12:25 PM	12:40 PM
1:00 PM	1:12 PM	1:25 PM	1:40 PM
2:00 PM	2:12 PM	2:25 PM	2:40 PM
3:00 PM	3:12 PM	3:25 PM	3:40 PM
4:00 PM	4:12 PM	4:25 PM	4:40 PM
5:00 PM	5:12 PM	5:25 PM	5:40 PM
6:00 PM	6:12 PM	6:25 PM	6:40 PM
7:00 PM	7:10 PM	7:20 PM	7:30 PM
8:00 PM	8:10 PM	8:20 PM	8:30 PM
9:00 PM	9:10 PM	9:20 PM	9:30 PM
10:00 PM	10:10 PM	10:20 PM	10:30 PM

ATTACHMENT B

Route 66 Live Oak via 17th (Weekday/Weekend Inbound)

CAPITOLA MALL	PORTOLA & 30TH	CAPITOLA ROAD & 7TH AVE	METRO CENTER
A	B	C	D
6:15 AM	6:20 AM	6:27 AM	6:40 AM
7:15 AM	7:20 AM	7:27 AM	7:40 AM
8:15 AM	8:21 AM	8:29 AM	8:48 AM
9:15 AM	9:21 AM	9:29 AM	9:48 AM
10:15 AM	10:21 AM	10:29 AM	10:48 AM
11:15 AM	11:21 AM	11:29 AM	11:48 AM
12:15 PM	12:22 PM	12:31 PM	12:53 PM
1:15 PM	1:22 PM	1:31 PM	1:53 PM
2:15 PM	2:22 PM	2:31 PM	2:53 PM
3:15 PM	3:22 PM	3:31 PM	3:53 PM
4:15 PM	4:22 PM	4:31 PM	4:53 PM
5:15 PM	5:22 PM	5:31 PM	5:53 PM
6:15 PM	6:22 PM	6:31 PM	6:53 PM
7:35 PM	7:42 PM	7:50 PM	8:05 PM
8:35 PM	8:42 PM	8:50 PM	9:05 PM
9:35 PM	9:42 PM	9:50 PM	10:05 PM
10:40 PM	10:45 PM	10:52 PM	11:05 PM

Route 68 Broadway/East Cliff



ATTACHMENT B

Route 68 Live Oak via Seabright/East Cliff (Weekday/Weekend Outbound)

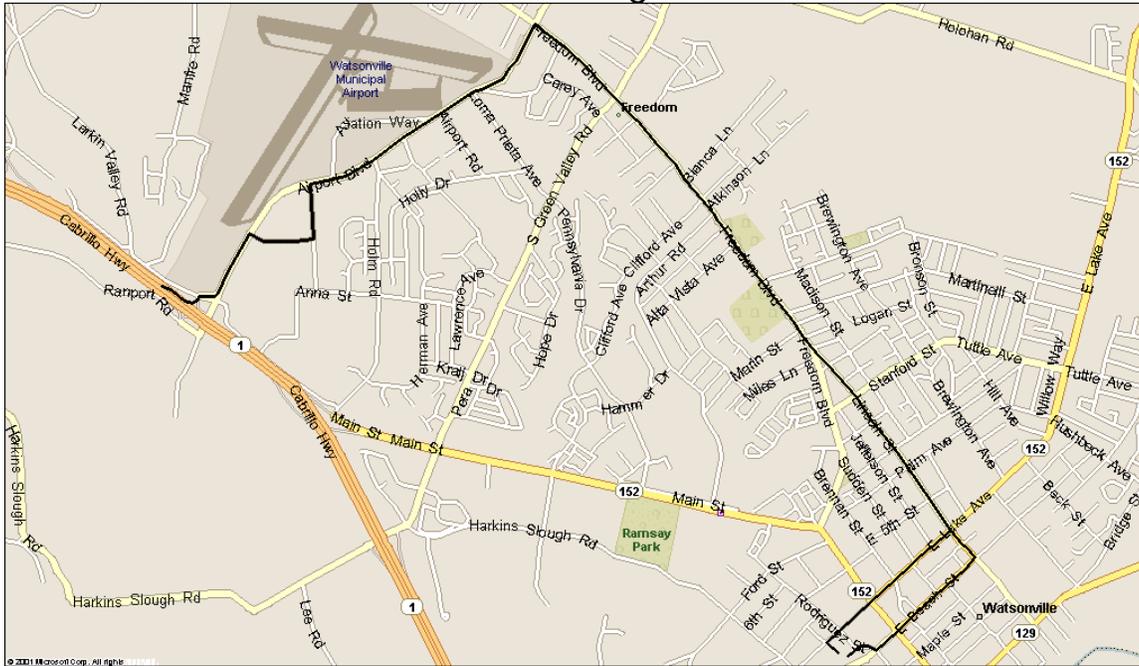
METRO CENTER	BROADWAY & SEABRIGHT	7TH AVE & EAST CLIFF	PORTOLA & 41ST	CAPITOLA MALL
A	B	C	D	E
6:30 AM	6:34 AM	6:38 AM	6:46 AM	6:55 AM
7:30 AM	7:35 AM	7:40 AM	7:50 AM	8:03 AM
8:30 AM	8:35 AM	8:40 AM	8:50 AM	9:03 AM
9:30 AM	9:35 AM	9:40 AM	9:49 AM	10:03 AM
10:30 AM	10:35 AM	10:40 AM	10:49 AM	11:03 AM
11:30 AM	11:35 AM	11:40 AM	11:49 AM	12:03 PM
12:30 PM	12:36 PM	12:43 PM	12:53 PM	1:08 PM
1:30 PM	1:36 PM	1:43 PM	1:53 PM	2:08 PM
2:30 PM	2:36 PM	2:43 PM	2:53 PM	3:08 PM
3:30 PM	3:36 PM	3:43 PM	3:53 PM	4:08 PM
4:30 PM	4:36 PM	4:43 PM	4:53 PM	5:08 PM
5:30 PM	5:36 PM	5:43 PM	5:53 PM	6:08 PM

Route 68 Live Oak via Seabright/East Cliff (Weekday/Weekend Inbound)

Capitola Mall	East Cliff Village	Broadway & Seabright	Metro Center
A	B	C	D
6:45 AM	6:53 AM	6:59 AM	7:15 AM
7:45 AM	8:00 AM	8:07 AM	8:20 AM
8:45 AM	9:00 AM	9:07 AM	9:20 AM
9:45 AM	10:00 AM	10:07 AM	10:20 AM
10:45 AM	11:00 AM	11:07 AM	11:20 AM
11:45 AM	12:00 PM	12:07 PM	12:20 PM
12:45 PM	1:03 PM	1:12 PM	1:25 PM
1:45 PM	2:03 PM	2:12 PM	2:25 PM
2:45 PM	3:03 PM	3:12 PM	3:25 PM
3:45 PM	4:03 PM	4:12 PM	4:25 PM
4:45 PM	5:03 PM	5:12 PM	5:25 PM
5:45 PM	6:03 PM	6:12 PM	6:25 PM

ATTACHMENT B

Route 69A - Local Watsonville Segment



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ATTACHMENT B

Routes 69/69A/69W/69N Capitola Rd./ Cabrillo/Watsonville (Weekdays)

	Metro Center	Cap Road & 7th Ave	Capitola Mall	Cabrillo College	Wats. Hosp. & Nielson	Airport & Freedom	Main & Green Valley	Watsonville Transit Ctr.
	A	B	C	D	E	F	G	H
69W	6:37 AM	6:46 AM	7:00 AM	7:15 AM	---	---	7:27 AM	7:37 AM
69A	7:07 AM	7:16 AM	7:30 AM	---	7:47 AM	7:50 AM	---	8:10 AM
69W	7:37 AM	7:46 AM	8:00 AM	8:15 AM	---	---	8:27 AM	8:37 AM
69A	8:07 AM	8:16 AM	8:30 AM	---	8:47 AM	8:50 AM	---	9:10 AM
69W	8:37 AM	8:46 AM	9:00 AM	9:15 AM	---	---	9:27 AM	9:37 AM
69A	9:07 AM	9:16 AM	9:30 AM	---	9:47 AM	9:50 AM	---	10:10 AM
69W	9:37 AM	9:46 AM	10:00 AM	10:15 AM	---	---	10:27 AM	10:37 AM
69A	10:07 AM	10:16 AM	10:30 AM	---	10:47 AM	10:50 AM	---	11:10 AM
69	10:22 AM	10:31 AM	10:45 AM	---	---	---	---	---
69W	10:37 AM	10:46 AM	11:00 AM	11:15 AM	---	---	11:27 AM	11:37 AM
69	10:52 AM	11:01 AM	11:15 AM	---	---	---	---	---
69A	11:07 AM	11:16 AM	11:30 AM	---	11:47 AM	11:50 AM	---	12:10 PM
69	11:22 AM	11:31 AM	11:45 AM	---	---	---	---	---
69W	11:37 AM	11:46 AM	12:00 PM	12:15 PM	---	---	12:27 PM	12:37 PM
69	11:52 AM	12:01 PM	12:15 PM	---	---	---	---	---
69A	12:00 PM	12:11 PM	12:30 PM	---	12:47 PM	12:50 AM	---	1:10 PM
69	12:15 PM	12:26 PM	12:45 PM	---	---	---	---	---
69W	12:30 PM	12:41 PM	1:00 PM	1:15 PM	---	---	1:27 PM	1:37 PM
69	12:45 PM	12:56 PM	1:15 PM	---	---	---	---	---
69A	1:00 PM	1:11 PM	1:30 PM	---	1:47 PM	1:50 AM	---	2:10 PM
69	1:15 PM	1:26 PM	1:45 PM	---	---	---	---	---
69W	1:30 PM	1:41 PM	2:00 PM	2:15 PM	---	---	2:27 PM	2:37 PM
69	1:45 PM	1:56 PM	2:15 PM	---	---	---	---	---
69A	2:00 PM	2:11 PM	2:30 PM	---	2:47 PM	2:50 AM	---	3:10 PM
69	2:15 PM	2:26 PM	2:45 PM	---	---	---	---	---
69W	2:30 PM	2:41 PM	3:00 PM	3:15 PM	---	---	3:27 PM	3:37 PM
69	2:45 PM	2:56 PM	3:15 PM	---	---	---	---	---
69A	3:00 PM	3:11 PM	3:30 PM	---	3:47 PM	3:50 AM	---	4:10 PM
69	3:15 PM	3:26 PM	3:45 PM	---	---	---	---	---
69W	3:30 PM	3:41 PM	4:00 PM	4:15 PM	---	---	4:27 PM	4:37 PM
69	3:45 PM	3:56 PM	4:15 PM	---	---	---	---	---

ATTACHMENT B

Routes 69/69A/69W/69N Capitola Rd./Cabrillo/Watsonville (Weekdays)(cont'd)

	Metro Center	Cap Road & 7th Ave	Capitola Mall	Cabrillo College	Wats. Hosp. & Nielson	Airport & Freedom	Main & Green Valley	Watsonville Transit Ctr.
	A	B	C	D	E	F	G	H
69A	4:00 PM	4:11 PM	4:30 PM	---	4:47 PM	4:50 AM	---	5:10 PM
69	4:15 PM	4:26 PM	4:45 PM	---	---	---	---	---
69W	4:30 PM	4:41 PM	5:00 PM	5:15 PM	---	---	5:27 PM	5:37 PM
69	4:45 PM	4:56 PM	5:15 PM	---	---	---	---	---
69A	5:00 PM	5:11 PM	5:30 PM	---	5:47 PM	5:50 AM	---	6:10 PM
69	5:15 PM	5:26 PM	5:45 PM	---	---	---	---	---
69W	5:30 PM	5:41 PM	6:00 PM	6:15 PM	---	---	6:27 PM	6:37 PM
69	5:45 PM	5:56 PM	6:15 PM	---	---	---	---	---
69A	6:00 PM	6:11 PM	6:30 PM	---	6:47 PM	6:50 AM	---	7:10 PM
69	6:15 PM	6:26 PM	6:45 PM	---	---	---	---	---
69W	6:30 PM	6:41 PM	7:00 PM	7:15 PM	---	---	7:27 PM	7:37 PM
69N	7:00 PM	7:07 PM	7:20 PM	7:35 PM	---	---	---	---
69N	7:30 PM	7:37 PM	7:50 PM	8:05 PM	---	---	---	---
69N	8:00 PM	8:07 PM	8:20 PM	8:35 PM	---	---	---	---
69N	8:30 PM	8:37 PM	8:50 PM	9:05 PM	---	---	---	---
69N	9:00 PM	9:07 PM	9:20 PM	9:35 PM	---	---	---	---
69N	*9:30 PM	9:37 PM	9:50 PM	---	---	---	---	---

* This trip goes out of service at Soquel and 41st Avenue

Routes 69/69A/69W/69N Cabrillo/Capitola Rd./Santa Cruz (Weekdays)

	Watsonville Transit Ctr.	Main & Green Valley	Airport & Freedom	Wats. Hosp. & Nielson	Cabrillo College	Capitola Mall	Cap. Road & 7th Ave	Metro Center
Route	H	G	F	E	D	C	B	A
69	---	---	---	---	---	6:15 AM	6:20 AM	6:30 AM
69W	6:20 AM	6:23 AM	---	---	6:40 AM	7:00 AM	7:05 AM	7:21 AM
69	---	---	---	---	---	7:15 AM	7:20 AM	7:33 AM
69A	6:45 AM	---	6:55 AM	7:00 AM	---	7:30 AM	7:35 AM	7:53 AM
69	---	---	---	---	---	7:45 AM	7:50 AM	8:03 AM
69W	7:15 AM	7:18 AM	---	---	7:40 AM	8:00 AM	8:05 AM	8:21 AM
69	---	---	---	---	---	8:15 AM	8:20 AM	8:33 AM
69A	7:45 AM	---	7:55 AM	8:00 AM	---	8:30 AM	8:35 AM	8:53 AM
69W	8:20 AM	8:25 AM	---	---	8:40 AM	9:00 AM	9:05 AM	9:21 AM
69A	8:50 AM	---	9:00 AM	9:05 AM	---	9:30 AM	9:35 AM	9:48 PM
69W	9:20 AM	9:25 AM	---	---	9:40 AM	10:00 AM	10:05 AM	10:21 AM
69A	9:50 AM	---	10:00 AM	10:005	---	10:30 AM	10:35 AM	10:48 AM
69W	10:20 AM	10:25 AM	---	---	10:40 AM	11:00 AM	11:05 AM	11:21 AM

ATTACHMENT B

Routes 69/69A/69W/69N Cabrillo/Capitola Rd./Santa Cruz (Weekdays) (cont'd)

	Watsonville Transit Ctr.	Main & Green Valley	Airport & Freedom	Wats. Hosp. & Nielson	Cabrillo College	Capitola Mall	Cap. Road & 7th Ave	Metro Center
Route	H	G	F	E	D	C	B	A
69	---	---	---	---	---	11:15 AM	11:20 AM	11:33 AM
69A	10:50 AM	---	11:00 AM	11:05 AM	---	11:30 AM	11:35 AM	11:48 AM
69	---	---	---	---	---	11:45 AM	11:50 AM	12:03 PM
69W	11:20 AM	11:25 AM	---	---	11:40 AM	12:00 PM	12:07 PM	12:30 PM
69	---	---	---	---	---	12:15 PM	12:22 PM	12:45 PM
69A	11:50 AM	---	12:00 PM	12:05 PM	---	12:30 PM	12:37 PM	1:00 PM
69	---	---	---	---	---	12:45 PM	12:52 PM	1:15 PM
69W	12:20 PM	12:25 PM	---	---	12:40 PM	1:00 PM	1:07 PM	1:30 PM
69	---	---	---	---	---	1:15 PM	1:22 PM	1:45 PM
69A	12:50 PM	---	1:00 PM	1:05 PM	---	1:30 PM	1:37 PM	2:00 PM
69	---	---	---	---	---	1:45 PM	1:52 PM	2:15 PM
69W	1:20 PM	1:25 PM	---	---	1:40 PM	2:00 PM	2:07 PM	2:30 PM
69	---	---	---	---	---	2:15 PM	2:22 PM	2:45 PM
69A	1:50 PM	---	2:00 PM	2:05 PM	---	2:30 PM	2:37 PM	3:00 PM
69	---	---	---	---	---	2:45 PM	2:52 PM	3:15 PM
69W	2:20 PM	2:25 PM	---	---	2:40 PM	3:00 PM	3:07 PM	3:30 PM
69	---	---	---	---	---	3:15 PM	3:22 PM	3:45 PM
69A	2:50 PM	---	3:00 PM	3:05 PM	---	3:30 PM	3:37 PM	4:00 PM
69	---	---	---	---	---	3:45 PM	3:52 PM	4:15 PM
69W	3:20 PM	3:25 PM	---	---	3:40 PM	4:00 PM	4:07 PM	4:30 PM
69	---	---	---	---	---	4:15 PM	4:22 PM	4:45 PM
69A	3:50 PM	---	4:00 PM	4:05 PM	---	4:30 PM	4:37 PM	5:00 PM
69	---	---	---	---	---	4:45 PM	4:52 PM	5:15 PM
69W	4:20 PM	4:25 PM	---	---	4:40 PM	5:00 PM	5:07 PM	5:30 PM
69	---	---	---	---	---	5:15 PM	5:22 PM	5:45 PM
69A	4:50 PM	---	5:00 PM	5:05 PM	---	5:30 PM	5:37 PM	6:00 PM
69	---	---	---	---	---	5:45 PM	5:52 PM	6:15 PM
69W	5:20 PM	5:25 PM	---	---	5:40 PM	6:00 PM	6:07 PM	6:30 PM
69	---	---	---	---	---	6:15 PM	6:20 PM	6:33 PM
69A	5:50 PM	---	6:00 PM	6:05 PM	---	6:30 PM	6:35 PM	6:48 PM
69	---	---	---	---	---	6:45 PM	6:50 PM	7:03 PM
69W	6:20 PM	6:25 PM	---	---	6:40 PM	7:00 PM	7:05 PM	7:21 PM
69A	6:50 PM	---	5:00 PM	5:05 PM	---	7:30 PM	7:35 PM	7:48 PM
69N	---	---	---	---	7:40 PM	7:55 PM	8:00 PM	8:15 PM
69N	---	---	---	---	8:10 PM	8:25 PM	8:30 PM	8:45 PM
69N	---	---	---	---	8:40 PM	8:55 PM	9:00 PM	9:15 PM
69N	---	---	---	---	9:10 PM	9:25 PM	9:30 PM	9:45 PM
69N	---	---	---	---	9:40 PM	9:55 PM	10:00 PM	10:15 PM

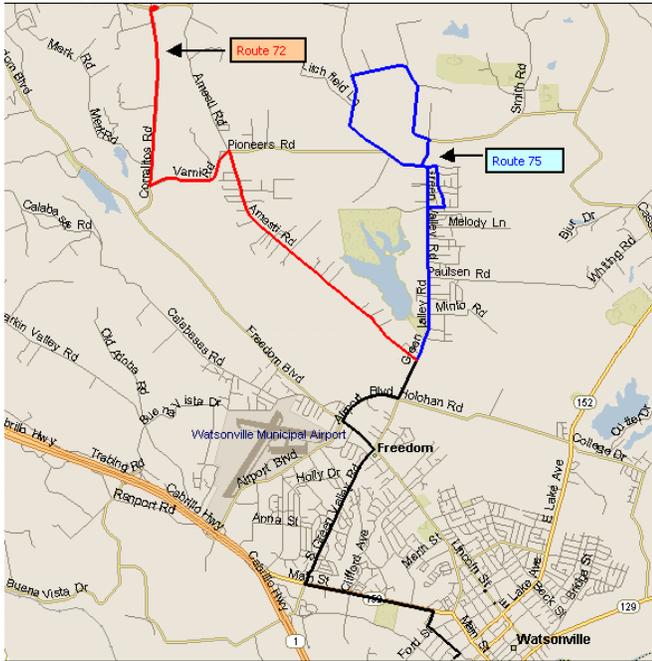
ATTACHMENT B

Routes 69/69A/69W/69N Cabrillo/Capitola Rd./Santa Cruz (Weekends)

	Watsonville Transit Ctr.	Main & Green Valley	Airport & Freedom	Wats. Hosp. & Nielson	Cabrillo College	Capitola Mall	Cap. Road & 7th Ave	Metro Center
	H	G	F	E	D	C	B	A
69	---	---	---	---	---	8:00 AM	8:05 AM	8:21 AM
69W	8:20 AM	8:25 AM	---	---	8:40 AM	9:00 AM	9:05 AM	9:21 AM
69W	9:20 AM	9:25 AM	---	---	9:40 AM	10:00 AM	10:05 AM	10:21 AM
69A	9:50 AM	---	10:00 AM	10:005	---	10:30 AM	10:35 AM	10:48 AM
69W	10:20 AM	10:25 AM	---	---	10:40 AM	11:00 AM	11:05 AM	11:21 AM
69A	10:50 AM	---	11:00 AM	11:05 AM	---	11:30 AM	11:35 AM	11:48 AM
69W	11:20 AM	11:25 AM	---	---	11:40 AM	12:00 PM	12:07 PM	12:30 PM
69A	11:50 AM	---	12:00 PM	12:05 PM	---	12:30 PM	12:37 PM	1:00 PM
69W	12:20 PM	12:25 PM	---	---	12:40 PM	1:00 PM	1:07 PM	1:30 PM
69A	12:50 PM	---	1:00 PM	1:05 PM	---	1:30 PM	1:37 PM	2:00 PM
69W	1:20 PM	1:25 PM	---	---	1:40 PM	2:00 PM	2:07 PM	2:30 PM
69A	1:50 PM	---	2:00 PM	2:05 PM	---	2:30 PM	2:37 PM	3:00 PM
69W	2:20 PM	2:25 PM	---	---	2:40 PM	3:00 PM	3:07 PM	3:30 PM
69A	2:50 PM	---	3:00 PM	3:05 PM	---	3:30 PM	3:37 PM	4:00 PM
69W	3:20 PM	3:25 PM	---	---	3:40 PM	4:00 PM	4:07 PM	4:30 PM
69A	3:50 PM	---	4:00 PM	4:05 PM	---	4:30 PM	4:37 PM	5:00 PM
69W	4:20 PM	4:25 PM	---	---	4:40 PM	5:00 PM	5:07 PM	5:30 PM
69A	4:50 PM	---	5:00 PM	5:05 PM	---	5:30 PM	5:37 PM	6:00 PM
69W	5:20 PM	5:25 PM	---	---	5:40 PM	6:00 PM	6:07 PM	6:30 PM
69A	5:50 PM	---	6:00 PM	6:05 PM	---	6:30 PM	6:35 PM	6:48 PM
69W	6:20 PM	6:25 PM	---	---	6:40 PM	7:00 PM	7:05 PM	7:21 PM
69W	7:20 PM	7:25 PM	---	---	7:40 PM	8:00 PM	8:05 PM	8:21 PM
69	---	---	---	---	---	9:00 PM	9:05 PM	9:21 PM

ATTACHMENT B

Routes 72 & 75

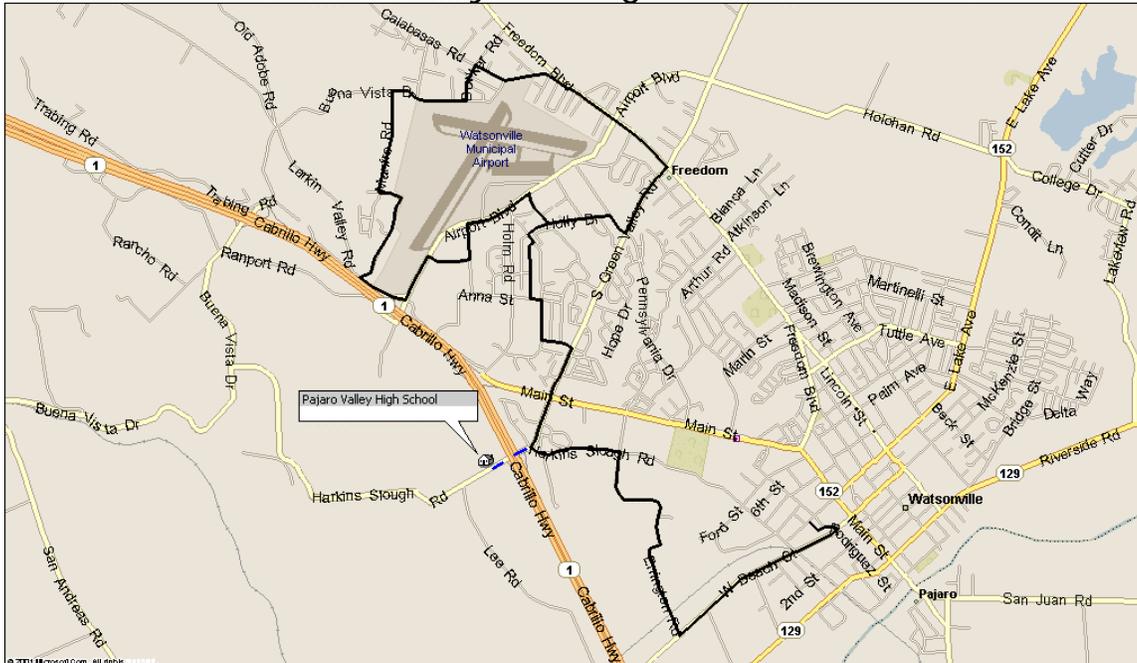


Route 72 Corralitos

WATS. TRANS. CTR.	MAIN & GRN. VLY.	AIRPRT & FREE.	BRWNS VLY. & CORRALITOS	PIONEER GREEN VLY.	AIRPRT & FREE.	MAIN & GRN. VLY.	WATS. TRANS. CTR.
A	B	C	D	E	C	B	A
5:45 AM	5:50 AM	5:55 AM	6:08 AM	6:10 AM	6:20 AM	6:25 AM	6:35 AM
6:45 AM	6:52 AM	6:55 AM	7:05 AM	7:10 AM	7:20 AM	7:25 AM	7:35 AM
7:45 AM	7:52 AM	7:55 AM	8:05 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM
8:45 AM	8:52 AM	8:55 AM	9:05 AM	9:10 AM	9:20 AM	9:25 AM	9:35 AM
9:45 AM	9:52 AM	9:55 AM	10:05 AM	10:10 AM	10:20 AM	10:25 AM	10:35 AM
10:45 AM	10:52 AM	10:55 AM	11:05 AM	11:10 AM	11:20 AM	11:25 AM	11:35 AM
11:45 AM	11:52 AM	11:55 AM	12:05 PM	12:10 PM	12:20 PM	12:25 PM	12:35 PM
12:45 PM	12:52 PM	12:55 PM	1:05 PM	1:10 PM	1:20 PM	1:25 PM	1:35 PM
1:45 PM	1:52 PM	1:55 PM	2:05 PM	2:10 PM	2:20 PM	2:25 PM	2:35 PM
2:45 PM	2:52 PM	2:55 PM	3:05 PM	3:10 PM	3:20 PM	3:25 PM	3:35 PM
3:45 PM	3:52 PM	3:55 PM	4:05 PM	4:10 PM	4:20 PM	4:25 PM	4:35 PM
4:45 PM	4:52 PM	4:55 PM	5:05 PM	5:10 PM	5:20 PM	5:25 PM	5:35 PM
5:45 PM	5:52 PM	5:55 PM	6:05 PM	6:10 PM	6:20 PM	6:25 PM	6:35 PM
6:45 PM	6:52 PM	6:55 PM	7:05 PM	7:10 PM	7:20 PM	7:25 PM	7:35 PM

ATTACHMENT B

Route 74 Ohlone Parkway/Rolling Hills

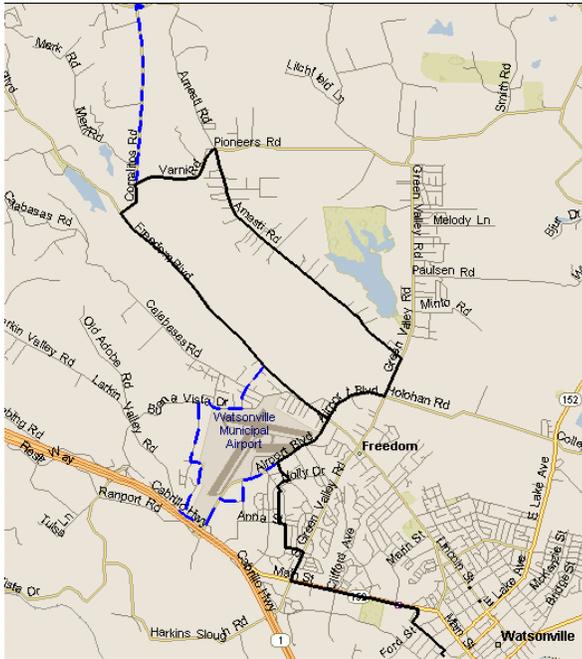


Route 74 Ohlone Parkway/Rolling Hills

WATS. TRANSIT CTR.	MAIN & GREEN VALLEY	AIRPORT & FREEDOM	BUENA VISTA & MANFRE	MAIN & GREEN VALLEY	WATS. TRANSIT CTR.
A	B	C	D	B	A
6:50 AM	7:05 AM	7:15 AM	7:20 AM	7:25 AM	7:40 AM
7:50 AM	8:05 AM	8:15 AM	8:20 AM	8:25 AM	8:40 AM
8:50 AM	9:05 AM	9:15 AM	9:20 AM	9:25 AM	9:40 AM
9:50 AM	10:05 AM	10:15 AM	10:20 AM	10:25 AM	10:40 AM
10:50 AM	11:05 AM	11:15 AM	11:20 AM	11:25 AM	11:40 AM
11:50 AM	12:05 PM	12:15 PM	12:20 PM	12:25 PM	12:40 PM
12:50 PM	1:05 PM	1:15 PM	1:20 PM	1:25 PM	1:40 PM
1:50 PM	2:05 PM	2:15 PM	2:20 PM	2:25 PM	2:40 PM
2:50 PM	3:05 PM	3:15 PM	3:20 PM	3:25 PM	3:40 PM
3:50 PM	4:05 PM	4:15 PM	4:20 PM	4:25 PM	4:40 PM
4:50 PM	5:05 PM	5:15 PM	5:20 PM	5:25 PM	5:40 PM
5:50 PM	6:05 PM	6:15 PM	6:20 PM	6:25 PM	6:40 PM

ATTACHMENT B

Route 76 Corralitos/Buena Vista

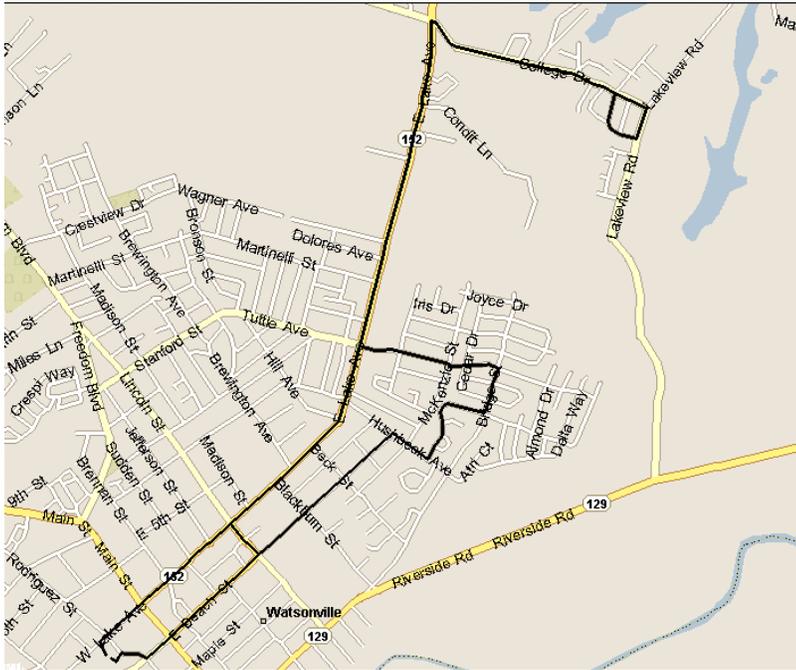


Route 76 Corralitos/Buena Vista

WATS. TRANSIT CTR. A	MAIN & GREEN VALLEY B	AIRPORT & FREEDOM C	BROWNS VLY. & CORRALITOS D	BUENA VISTA & MANFRE E	MAIN & GREEN VALLEY B	WATS. TRANSIT CTR. A
6:40 AM	6:45 AM	6:47 AM	7:00 AM	7:07 AM	7:25 AM	7:35 AM
7:40 AM	7:47 AM	7:50 AM	8:05 AM	---	8:25 AM	8:35 AM
8:40 AM	8:47 AM	8:50 AM	---	9:10 AM	9:25 AM	9:35 AM
9:40 AM	9:47 AM	9:50 AM	10:05 AM	---	10:25 AM	10:35 AM
10:40 AM	10:47 AM	10:50 AM	---	11:10 AM	11:25 AM	11:35 AM
11:40 AM	11:47 AM	11:50 AM	12:05 PM	---	12:25 PM	12:35 PM
12:40 PM	12:47 PM	12:50 PM	---	1:10 PM	1:25 PM	1:35 PM
1:40 PM	1:47 PM	1:50 PM	2:05 PM	---	2:25 PM	2:35 PM
2:40 PM	2:47 PM	2:50 PM	---	3:10 PM	3:25 PM	3:35 PM
3:40 PM	3:47 PM	3:50 PM	4:05 PM	---	4:25 PM	4:35 PM
4:40 PM	4:47 PM	4:50 PM	---	5:10 PM	5:25 PM	5:35 PM
5:40 PM	5:47 PM	5:50 PM	6:05 PM	6:12 PM	6:30 PM	6:40 PM

ATTACHMENT B

Route 79 East Lake



Route 79 East Lake

WATS. TRANSIT CTR. A	COLLEGE & LAKEVIEW B	BRONTE & HUSHBECK C	WATS. TRANSIT CTR. A
7:15 AM	7:25 AM	7:30 AM	7:40 AM
8:15 AM	8:25 AM	8:30 AM	8:40 AM
9:15 AM	9:25 AM	9:30 AM	9:40 AM
10:15 AM	10:25 AM	10:30 AM	10:40 AM
11:15 AM	11:25 AM	11:30 AM	11:40 AM
12:15 PM	12:25 PM	12:30 PM	12:40 PM
1:15 PM	1:25 PM	1:30 PM	1:40 PM
2:15 PM	2:25 PM	2:30 PM	2:40 PM
3:15 PM	3:25 PM	3:30 PM	3:40 PM
4:15 PM	4:25 PM	4:30 PM	4:40 PM
5:15 PM	5:25 PM	5:30 PM	5:40 PM

ITEM #11 – CONSIDERATION OF SERVICE REDUCTIONS FOR FALL 2004

The attached timetables in this section amend earlier information provided in the Board packet:

Fall 2004 Service List	(2 pages)
Route 3B Mission	(New timetable)
Route 19 Lower Bay Weekdays	(New timetable)
Route 20 UC Westside Weekdays	
Route 34 South Felton	
Route 31 Scotts Valley/Santa Cruz via Hwy. 17	
Route 35 Santa Cruz to SLV to SC Weekday	
Route 35 SLV to Santa Cruz Weekday	
Route 42 Davenport/Bonny Doon Weekend	(Weekend timetable)
Route 53 Capitola/Dominican	
Route 56 La Selva	(New timetable)
Route 66 Live Oak via 17 th (Weekday/Weekend Inbound)	
Route 68 Live Oak via Seabright/East Cliff (Weekday/Weekend Inbound)	
Route 72 Corralitos	
Route 76 Corralitos/Buena Vista	

Fall 2004 Service List

WEEKDAY						
Route	Description	Daily Hours	Annual Hours	Annual Cost	FY 04 Riders	FY 03 Riders
2	Eliminate Route	7.46	1,536.76	\$92,205.60	6.0	10.4
3A	Eliminate Route	7.01	1,444.06	\$86,643.60	5.0	11.0
3B	Add Running Time	-1.04	-214.24	-\$12,854.40	N/A	N/A
3N	Eliminate Route	1.06	218.36	\$13,101.60	6.6	8.8
7	Add Running Time	-2.50	-515.00	-\$30,900.00	6.0	7.4
19	Add 3 ST trips.	-2.04	-326.40	-\$19,584.00	N/A	N/A
	Delete 9:30 PM trip.	0.68	140.08	\$8,404.80	54.0	50.5
20	Add trips	-6.21	-1,278.40	-\$76,704.00	N/A	N/A
22	Eliminate Route	5.22	835.20	\$50,112.00	33.6	30.0
31	Delete 6 trips.	5.46	1,124.76	\$67,485.60	10.2	11.9
33	Delete 2:41 PM trip	0.55	95.15	\$5,709.00	13.6	12.2
34	Delete 2:49 PM trip.	0.56	96.88	\$5,812.80	20.5	10.5
35 OB	Delete 3:10 PM ST trip.	0.80	138.40	\$8,304.00	40.0	33.2
35 IB	Delete 6:17 AM	1.46	300.76	\$18,045.60	13.7	12.5
36	Eliminate Route	2.02	416.12	\$24,967.20	12.9	13.3
52	Eliminate Route	2.90	597.40	\$35,844.00	9.3	9.1
54	Delete 2 trips.	1.99	409.94	\$24,596.40	N/A	N/A
56	Add time and trip	-2.71	-558.26	-\$33,495.60	5.9	N/A
65	Eliminate Route	15.47	3,186.82	\$191,209.20	12.3	12.6
67	Eliminate Route	14.20	2,925.20	\$175,512.00	14.9	17.0
68	Add 12 OB trips	-6.94	-1,429.64	-\$85,778.40	N/A	N/A
	Add 13 IB trips	-8.02	-1,652.12	-\$99,127.20	N/A	N/A
69 OB	Delete 5 trips.	1.90	391.40	\$23,484.00	10.7	12.2
69 IB	Delete 6 trips.	1.75	360.50	\$21,630.00	11.4	10.9
69N OB	Delete 1/2 trip.	0.16	32.96	\$1,977.60	13.3	20.7
69N IB	Delete 1 trip.	0.58	119.48	\$7,168.80	6.5	7.1
70	Delete 7:00 AM trip.	0.50	89.00	\$5,340.00	6.5	7.1
73	Eliminate Route	9.23	1,901.38	\$114,082.80	16.4	22.0
74	Add 12 trips	-9.96	-2,051.76	-\$123,105.60	N/A	N/A
79	Delete 6:51 am Trip.	0.75	154.50	\$9,270.00	5.6	8.4
91 OB	Delete 9:30 AM Trip	1.11	228.66	\$13,719.60	11.9	13.6
91 IB	Delete 3:30 PM Trip	1.11	228.66	\$13,719.60	17.0	20.5
TOTAL WEEKDAY REDUCTIONS		44.51	8,946.61	\$536,796.60		

Revisions are in shaded areas.

Fall 2004 Service List

WEEKEND						
		Daily	Annual	Annual	FY 04	FY 03
Route	Description	Hours	Hours	Cost	Riders	Riders
2	Eliminate Route	6.38	535.92	\$32,155.20	3.9	N/A
3C	Eliminate Route	9.08	762.72	\$45,763.20	3.9	N/A
19	Delete 2 trips.	1.36	114.24	\$6,854.40	36.1	32.6
20	Add 13 trips	-11.83	-993.72	-\$59,623.20	N/A	N/A
31	Eliminate Route	3.64	305.76	\$18,345.60	8.7	8.6
35 OB	Delete 10:00 AM trip.	1.00	84.00	\$5,040.00	18.0	18.6
35 IB	Delete 6:37 AM trip.	0.88	73.92	\$4,435.20	7.8	7.5
	Delete 11:02 AM trip.	1.21	101.64	\$6,098.40	26.3	27.3
40	Expand 8:30 AM running time	-0.50	-42.00	-\$2,520.00	21.0	18.5
	Delete 2 trips.	2.82	236.88	\$14,212.80	15.5	16.6
41	Delete 2 trips.	2.82	236.88	\$14,212.80	13.0	12.0
42	Add Mid-Day Trip	-1.41	-118.44	-\$7,106.40	N/A	N/A
65	Eliminate Route	13.03	1,094.52	\$65,671.20	9.6	10.7
67	Eliminate Route	12.69	1,065.96	\$63,957.60	11.0	13.6
68	Add 10 OB trips	-5.98	-502.32	-\$30,139.20	N/A	N/A
	Add 11 IB trips	-6.86	-576.24	-\$34,574.40	N/A	N/A
71 OB	Delete 9:15 PM trip.	1.50	126.00	\$7,560.00	16.0	20.7
72	Eliminate Route	8.19	687.96	\$41,277.60	15.2	21.5
73	Eliminate Route	6.39	536.76	\$32,205.60	12.9	17.3
76	Add 12 trips	-10.56	-887.04	-\$53,222.40	N/A	N/A
78	Eliminate Route	1.83	153.72	\$9,223.20	5.7	6.2
	Weekend Total	35.68	2,997.12	\$179,827.20		
	Grand Total		11,943.73	\$716,623.80		

Revisions are in shaded areas.

Revisions are in shaded cells unless otherwise indicated.

Route 3B Mission (NEW TIMETABLE)

METRO Center	Mission & Bay	De Anza MH Park	Fair & Mission	Mission & Bay	METRO Center
A	C			B	A
6:50 AM	6:56 AM	7:07 AM	7:15 AM	7:18 AM	7:28 AM
7:50 AM	7:56 AM	8:07 AM	8:15 AM	8:18 AM	8:28 AM
8:50 AM	8:56 AM	9:07 AM	9:15 AM	9:18 AM	9:28 AM
9:50 AM	9:56 AM	10:07 AM	10:15 AM	10:18 AM	10:28 AM
10:50 AM	10:56 AM	11:07 AM	11:15 AM	11:18 AM	11:28 AM
11:50 AM	11:56 AM	12:07 PM	12:15 PM	12:18 PM	12:28 PM
12:50 PM	12:56 PM	1:07 PM	1:15 PM	1:18 PM	1:28 PM
1:50 PM	1:56 PM	2:07 PM	2:15 PM	2:18 PM	2:28 PM
2:50 PM	2:56 PM	3:07 PM	3:15 PM	3:18 PM	3:28 PM
3:50 PM	3:56 PM	4:07 PM	4:15 PM	4:18 PM	4:28 PM
4:50 PM	4:56 PM	5:07 PM	5:15 PM	5:18 PM	5:28 PM
5:50 PM	5:56 PM	6:07 PM	6:15 PM	6:18 PM	6:28 PM
6:50 PM	6:56 PM	7:07 PM	7:15 PM	7:18 PM	7:28 PM

Route 19 Lower Bay Weekdays (NEW TIMETABLE)

st?	METRO CENTER	MISSION & BAY	SCIENCE HILL	MISSION & BAY	METRO CENTER
	A	B	C	B	A
	7:30 AM	7:37 AM	7:49 AM	7:59 AM	8:17 AM
	8:30 AM	8:37 AM	8:49 AM	8:59 AM	9:17 AM
st	9:00 AM	9:07 AM	9:19 AM	9:29 AM	9:47 AM
	9:30 AM	9:37 AM	9:49 AM	9:59 AM	10:17 AM
	10:30 AM	10:37 AM	10:49 AM	10:59 AM	11:17 AM
	11:30 AM	11:37 AM	11:49 AM	11:59 AM	12:17 PM
st	12:00 PM	12:07 PM	12:19 PM	12:29 PM	12:47 PM
	12:30 PM	12:37 PM	12:49 PM	12:59 PM	1:17 PM
	1:30 PM	1:37 PM	1:49 PM	1:59 PM	2:17 PM
	2:30 PM	2:37 PM	2:49 PM	2:59 PM	3:17 PM
st	3:00 PM	3:07 PM	3:19 PM	3:29 PM	3:47 PM
	3:30 PM	3:37 PM	3:49 PM	3:59 PM	4:17 PM
st	4:00 PM	4:07 PM	4:19 PM	4:29 PM	4:47 PM
	4:30 PM	4:37 PM	4:49 PM	4:59 PM	5:17 PM
st	5:00 PM	5:07 PM	5:19 PM	5:29 PM	5:47 PM
	5:30 PM	5:37 PM	5:49 PM	5:59 PM	6:17 PM
	6:30 PM	6:37 PM	6:49 PM	6:59 PM	7:11 PM
	7:30 PM	7:37 PM	7:49 PM	7:59 PM	8:11 PM
	8:30 PM	8:37 PM	8:49 PM	8:59 PM	9:11 PM
st	9:30 PM	9:37 PM	9:49 PM	9:59 PM	10:11 PM
st	10:30 PM	10:37 PM	10:49 PM	10:59 PM	11:11 PM
st	11:30 PM	11:37 PM	11:49 PM	11:59 PM	12:11 AM

Route 20 UC Westside (Weekdays)

METRO CENTER	DELAWARE & SWIFT	PACIFIC SHORES	BAY & HIGH	SCIENCE HILL	PACIFIC SHORES	DELAWARE & SWIFT	METRO CENTER
A	B	C	D	E	C	B	A
7:20 AM	7:30 AM	---	7:40 AM	7:50 AM	7:57 AM	8:03 AM	8:18 AM
8:20 AM	8:30 AM	8:33 AM	8:43 AM	8:53 AM	9:00 AM	9:08 AM	9:20 AM
9:20 AM	9:30 AM	---	9:40 AM	9:50 AM	---	10:03 AM	10:15 AM
10:20 AM	10:30 AM	---	10:40 AM	10:50 AM	---	11:03 AM	11:15 AM
11:20 AM	11:30 AM	---	11:40 AM	11:50 AM	---	12:03 PM	12:15 PM
12:20 PM	12:30 PM	---	12:40 PM	12:50 PM	---	1:03 PM	1:15 PM
1:20 PM	1:30 PM	1:33 PM	1:43 PM	1:53 PM	2:00 PM	2:08 PM	2:20 PM
2:20 PM	2:30 PM	---	2:40 PM	2:50 PM	---	3:03 PM	3:15 PM
3:20 PM	3:30 PM	---	3:40 PM	3:50 PM	---	4:03 PM	4:15 PM
4:20 PM	4:30 PM	4:33 PM	4:43 PM	4:53 PM	5:00 PM	5:08 PM	5:20 PM
5:20 PM	5:30 PM	5:33 PM	5:43 PM	5:53 PM	6:00 PM	6:08 PM	6:20 PM
6:20 PM	6:30 PM	---	6:40 PM	6:50 PM	---	7:03 PM	7:15 PM
7:20 PM	7:30 PM	---	7:40 PM	7:50 PM	---	8:03 PM	8:15 PM
8:20 PM	8:30 PM	---	8:40 PM	8:50 PM	---	9:03 PM	9:15 PM

Route 34 South Felton

Current					
FELTON FAIRE	SLV H.S.	FOREST LAKES	REDWOOD & VALLEY	FELTON FAIRE	SLV H.S.
A	B	C	D	E	F
7:14 AM	7:16 AM	7:21 AM	7:26 AM	---	7:35 AM
2:10 PM	2:15 PM	2:23 PM	2:28 PM	2:40 PM	---
2:41 PM	2:50 PM	2:58 PM	3:03 PM	3:15 PM	---
Proposed					
FELTON FAIRE	SLV H.S.	FOREST LAKES	REDWOOD & VALLEY	FELTON FAIRE	SLV H.S.
A	B	C	D	E	F
7:25 AM	7:27 AM	7:32 AM	7:37 AM	---	7:46 AM
2:35 PM	2:40 PM	2:48 PM	2:53 PM	3:05 PM	---

Route 31 Scotts Valley/Santa Cruz via Hwy 17

METRO CENTER	GRAHAM HILL & TREETOP	SCOTTS VALLEY TRANSIT CENTER	SCOTTS VALLEY HIGH SCHOOL	VINE HILL SCHOOL	OCEAN & WATER	METRO CENTER
A	B	C	D	E	F	A
6:55 AM	7:05 AM	7:18 AM	7:29 AM*	7:38 AM	7:48 AM	7:55 AM
7:25 AM	7:35 AM	7:45 AM	7:56 AM	8:05 AM	8:15 AM	8:27 AM
1:25 PM	1:35 PM	1:45 PM	---	1:57 PM	2:07 PM	2:20 PM
*2:25 PM	2:35 PM	2:45 PM	---	3:02 PM	3:12 PM	3:25 PM
3:25 PM	3:35 PM	3:45 PM	---	3:57 PM	4:07 PM	4:20 PM

4:25 PM	4:35 PM	4:45 PM	---	4:57 PM	5:07 PM	5:20 PM
* This trip serves Burlwood, arriving at 2:55 PM.						

Route 35 Santa Cruz to San Lorenzo Valley to Santa Cruz (Weekday)

ST Only?	METRO CENTER	PASA-TIEMPO	S. V. DR. & GRANITE CR.	SCOTTS VALLEY T.C.	FELTON FAIRE	SLV HIGH	GLEN ARBOR & QUAIL HOLLOW
	A	B	C	D	E	F	G
<i>ST</i>	---	---		---	---	---	---
<i>ST</i>	---	---		---	---	---	---
	6:30 AM	6:37 AM	6:45 AM	6:55 AM	7:05 AM	7:07 AM	---
	7:00 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:37 AM	7:41 AM
	7:30 AM	7:37 AM	7:45 AM	7:55 AM	8:05 AM	8:07 AM	---
	8:00 AM	8:07 AM	8:15 AM	8:25 AM	8:35 AM	8:37 AM	8:41 AM
	8:30 AM	8:37 AM	8:45 AM	8:55 AM	9:05 AM	9:07 AM	---
	9:00 AM	9:07 AM	9:15 AM	9:25 AM	9:35 AM	9:37 AM	9:41 AM
	9:30 AM	9:37 AM	9:45 AM	9:55 AM	10:05 AM	10:07 AM	---
	10:00 AM	10:07 AM	10:15 AM	10:25 AM	10:35 AM	10:37 AM	10:41 AM
	10:30 AM	10:37 AM	10:45 AM	10:55 AM	11:05 AM	11:07 AM	---
	11:00 AM	11:07 AM	11:15 AM	11:25 AM	11:35 AM	11:37 AM	11:41 AM
	11:30 AM	11:37 AM	11:45 AM	11:55 AM	12:05 PM	12:07 PM	---
	12:00 PM	12:07 PM	12:15 PM	12:25 PM	12:35 PM	12:37 PM	12:41 PM
	12:30 PM	12:37 PM	12:45 PM	12:55 PM	1:05 PM	1:07 PM	---
	1:00 PM	1:07 PM	---	1:20 PM	1:30 PM	1:33 PM	1:37 PM
	1:30 PM	1:37 PM	---	1:50 PM	2:00 PM	2:07 PM	---
<i>ST</i>	---	---	---	---	---	<i>2:25 PM</i>	<i>2:30 PM</i>
	2:00 PM	2:07 PM	---	2:20 PM	2:30 PM	2:33 PM	2:37 PM
<i>ST</i>	---	---	---	---	---	<i>2:40 PM</i>	<i>2:45 PM</i>
<i>ST</i>	---	---	---	---	---	<i>2:51 PM</i>	---
	2:30 PM	2:37 PM	---	2:50 PM	3:00 PM	3:03 PM	---
	3:00 PM	3:07 PM	---	3:20 PM	3:30 PM	3:33 PM	3:37 PM
	3:30 PM	3:37 PM	---	3:50 PM	4:00 PM	4:03 PM	---
	4:00 PM	4:07 PM	---	4:20 PM	4:30 PM	4:33 PM	4:37 PM
	4:30 PM	4:37 PM	---	4:50 PM	5:00 PM	5:03 PM	---
	5:00 PM	5:07 PM	---	5:20 PM	5:30 PM	5:33 PM	5:37 PM
	5:30 PM	5:37 PM	5:45 PM	5:55 PM	6:05 PM	6:07 PM	---
	6:00 PM	6:07 PM	6:15 PM	6:25 PM	6:35 PM	6:37 PM	6:41 PM
	6:30 PM	6:37 PM	6:45 PM	6:55 PM	7:05 PM	7:07 PM	---
	7:00 PM	7:07 PM	7:15 PM	7:25 PM	7:35 PM	7:37 PM	7:41 PM
	7:25 PM	7:31 PM	7:40 PM	7:50 PM	7:58 PM	8:00 PM	8:04 PM
	8:25 PM	8:31 PM	8:40 PM	8:50 PM	8:58 PM	9:00 PM	9:04 PM
	9:45 PM	9:51 PM	10:00 PM	10:10 PM	10:18 PM	10:20 PM	10:24 PM
	11:00 PM	11:06 PM	11:15 PM	11:25 PM	11:33 PM	11:35 PM	11:39 PM

Route 35 Santa Cruz to San Lorenzo Valley to Santa Cruz (Weekday) {cont'd}

HWY 9 & HIGHLANDS PARK	HIGHWAY 9 & MAIN (Ben Lomond)	HIGHWAY 9 & LOMOND (Boulder Creek)	BEAR CREEK ESTATES	MTN. STORE	SYLVAN WAY	COUNTRY CLUB
H	I	J	K	L	M	N
---	---	<i>6:58 AM</i>	---	---	---	<i>7:06 AM</i>
---	---	<i>7:11 AM</i>	<i>7:18 AM</i>	---	---	---
7:09 AM	7:12 AM	7:22 AM	---	---	---	7:28 AM
---	7:44 AM	7:54 AM	---	8:00 AM	---	---
8:09 AM	8:12 AM	8:22 AM	---	---	---	8:28 AM
---	8:44 AM	8:54 AM	---	9:00 AM	---	---
9:09 AM	9:12 AM	9:22 AM	---	---	---	9:28 AM
---	9:44 AM	9:54 AM	---	10:00 AM	---	---
10:09 AM	10:12 AM	10:22 AM	10:26 AM	---	---	---
---	10:44 AM	10:54 AM	---	11:00 AM	---	---
11:09 AM	11:12 AM	11:22 AM	---	---	---	11:28 AM
---	11:44 AM	11:54 AM	---	12:00 PM	---	---
12:09 PM	12:12 PM	12:22 PM	---	---	---	12:28 PM
---	12:44 PM	12:54 PM	---	1:00 PM	---	---
1:09 PM	1:12 PM	1:22 PM	1:26 PM	---	---	---
---	1:40 PM	1:50 PM	---	2:00 PM	---	---
2:09 PM	2:12 PM	2:22 PM	---	---	---	2:28 PM
---	<i>2:35 PM</i>	<i>2:45 PM</i>	---	<i>2:50 PM</i>	<i>2:55 PM</i>	---
---	2:40 PM	2:50 PM	---	3:00 PM	---	---
---	<i>2:50 PM</i>	<i>3:00 PM</i>	---	<i>3:05 PM</i>	<i>3:10 PM</i>	---
<i>2:55 PM</i>	<i>3:00 PM</i>	<i>3:10 PM</i>	---	---	---	<i>3:18 PM</i>
3:06 PM	3:10 PM	3:20 PM	3:26 PM	---	---	---
---	3:40 PM	3:50 PM	---	4:00 PM	---	---
4:06 PM	4:10 PM	4:20 PM	---	---	---	4:28 PM
---	4:40 PM	4:50 PM	---	5:00 PM	---	---
5:06 PM	5:10 PM	5:20 PM	---	---	---	5:28 PM
---	5:40 PM	5:50 PM	---	6:00 PM	---	---
6:09 PM	6:12 PM	6:22 PM	6:28 PM	6:36 PM	6:42 PM	---
---	6:44 PM	6:54 PM	---	7:00 PM	---	---
7:09 PM	7:12 PM	7:22 PM	---	---	---	7:28 PM
---	7:44 PM	7:54 PM	---	8:00 PM	---	---
---	8:07 PM	8:13 PM	---	8:19 PM	---	---
---	9:07 PM	9:13 PM	---	---	---	9:20 PM
---	10:27 PM	10:33 PM	---	---	---	---
---	11:42 PM	11:48 PM	---	11:55 PM	---	12:08 AM

Route 35 San Lorenzo Valley to Santa Cruz (Weekday Timetable)

SYLVAN WAY	MTN. STORE	BEAR CREEK ESTATES	COUNTRY CLUB	HWY 9 & LOMOND (Boulder Cr.)	HWY 9 & MAIN (Ben Lomond)
M	L	K	N	J	I
---	6:00 AM	---	---	6:05 AM	6:12 AM
	---	6:30 AM	---	---	6:37 AM
	---	7:02 AM	---	---	7:10 AM
ST	7:00 AM	7:04 AM	---	---	7:18 AM
ST	---	---	---	7:06 AM	7:21 AM
ST	---	---	7:18 AM	---	7:25 AM
---	---	---	7:30 AM	7:45 AM	7:52 AM
---	8:02 AM	---	---	8:15 AM	8:22 AM
---	---	---	8:30 AM	8:45 AM	8:52 AM
---	9:02 AM	---	---	9:15 AM	9:22 AM
---	---	---	9:30 AM	9:45 AM	9:52 AM
---	10:02 AM	---	---	10:15 AM	10:22 AM
---	---	10:27 AM	---	10:45 AM	10:52 AM
---	11:02 AM	---	---	11:15 AM	11:22 AM
---	---	---	11:30 AM	11:45 AM	11:52 AM
	12:02 PM	---	---	12:15 PM	12:22 PM
	---	---	12:30 PM	12:45 PM	12:52 PM
	1:02 PM	---	---	1:15 PM	1:22 PM
	---	1:27 PM	---	1:45 PM	1:52 PM
	2:02 PM	---	---	2:15 PM	2:22 PM
	---	---	2:30 PM	2:45 PM	2:52 PM
	3:02 PM	---	---	3:15 PM	3:22 PM
3:10 PM	3:15 PM	---	---	3:23 PM	---
---	---	3:27 PM	---	3:45 PM	3:52 PM
---	4:02 PM	---	---	4:15 PM	4:22 PM
---	---	---	4:30 PM	4:45 PM	4:52 PM
---	5:02 PM	---	---	5:15 PM	5:22 PM
---	---	---	5:30 PM	5:45 PM	5:52 PM
---	6:02 PM	---	---	6:15 PM	6:22 PM
6:42 PM	6:47 PM	---	---	6:53 PM	7:00 PM
---	7:10 PM	---	---	7:22 PM	7:29 PM
---	8:20 PM	---	---	8:30 PM	8:37 PM
---	---	---	9:23 PM	9:40 PM	9:47 PM
---	10:45 PM	---	---	10:55 PM	11:02 PM

Route 35 San Lorenzo Valley to Santa Cruz (Weekday Timetable) {cont'd}

HWY 9 & HIGHLANDS PARK	GLEN ARBOR & QUAIL HOLLOW	SLV HIGH	FELTON FAIRE	SCOTTS VALLEY T.C.	PASA- TIEMPO	METRO CENTER
H	G	F	E	D	B	A
---	6:14 AM	6:16 AM	6:21 AM	---	6:30 AM	6:50 AM
---	6:46 AM	6:50 AM	6:55 AM	---	7:05 AM	7:18 AM
7:19 AM	---	7:24 AM	7:31 AM	---	7:41 AM	7:54 AM
---	7:27 AM	7:32 AM	7:39 AM	---	---	---
7:30 AM	---	7:35 AM	7:42 AM	---	7:52 AM	8:05 AM
---	7:34 AM	7:39 AM	7:46 AM	---	---	---
---	7:54 AM	7:59 AM	8:07 AM	8:20 AM	8:22 AM	8:45 AM
8:24 AM	---	8:29 AM	8:37 AM	8:50 AM	8:52 AM	9:15 AM
---	8:54 AM	8:59 AM	9:07 AM	9:20 AM	9:22 AM	9:45 AM
9:24 AM	---	9:29 AM	9:37 AM	9:50 AM	9:52 AM	10:15 AM
---	9:54 AM	9:59 AM	10:07 AM	10:20 AM	10:22 AM	10:45 AM
10:24 AM	---	10:29 AM	10:37 AM	10:50 AM	10:52 AM	11:15 AM
---	10:54 AM	10:59 AM	11:07 AM	11:20 AM	11:22 AM	11:45 AM
11:24 AM	---	11:29 AM	11:37 AM	11:50 AM	11:52 AM	12:15 PM
---	11:54 AM	11:59 AM	12:07 PM	12:20 PM	12:22 PM	12:45 PM
12:24 AM	---	12:29 PM	12:37 PM	12:50 PM	12:52 PM	1:15 PM
---	12:54 AM	12:59 PM	1:07 PM	1:20 PM	1:22 PM	1:45 PM
1:24 PM	---	1:29 PM	1:37 PM	1:50 PM	1:52 PM	2:15 PM
---	1:54 PM	1:59 PM	2:07 PM	2:20 PM	2:22 PM	2:45 PM
2:24 PM	---	2:29 PM	2:37 PM	2:50 PM	2:52 PM	3:15 PM
---	2:54 PM	2:59 PM	3:07 PM	3:20 PM	3:22 PM	3:45 PM
3:24 PM	---	3:29 PM	3:37 PM	3:50 PM	3:52 PM	4:15 PM
---	---	---	---	---	---	---
---	3:54 PM	3:59 PM	4:07 PM	4:20 PM	4:22 PM	4:45 PM
4:24 PM	---	4:29 PM	4:37 PM	4:50 PM	4:52 PM	5:15 PM
---	4:54 PM	4:59 PM	5:07 PM	5:20 PM	5:22 PM	5:45 PM
5:24 PM	---	5:29 PM	5:37 PM	5:50 PM	5:52 PM	6:15 PM
---	5:54 PM	5:59 PM	6:07 PM	6:22 PM	6:24 PM	6:45 PM
6:24 PM	---	6:29 PM	6:37 PM	6:52 PM	6:54 PM	7:15 PM
---	7:02 PM	7:07 PM	7:15 PM	7:28 PM	7:30 PM	7:48 PM
7:31 PM	---	7:35 PM	7:37 PM	7:55 PM	7:57 PM	8:15 PM
---	8:39 PM	8:43 PM	8:45 PM	9:00 PM	9:02 PM	9:20 PM
---	9:49 PM	9:53 PM	9:55 PM	10:10 PM	10:12 PM	10:30 PM
---	11:04 PM	11:08 PM	11:10 PM	11:25 PM	11:27 PM	11:45 PM

Route 42 Davenport/ Bonny Doon (Weekend Timetable)

Current					
METRO CENTER	DAVENPORT CASH STORE	HWY 1 & BNY DOON	B.D WINERY	EMPIRE & FLT. EM.	METRO CENTER
A	C	D	E	B	A
7:15 PM	7:37 PM	7:45 PM	7:54 PM	8:13 PM	8:35 PM
10:00 PM	10:25 PM	10:33 PM	10:42 PM	11:01 PM	11:20 PM
Proposed					
METRO CENTER	DAVENPORT CASH STORE	HWY 1 & BNY DOON	B.D WINERY	EMPIRE & FLT. EM.	METRO CENTER
A	C	D	E	B	A
12:30 PM	12:52 PM	1:00 PM	1:09 PM	1:28 PM	1:55 PM
5:30 PM	5:52 PM	6:00 PM	6:09 PM	6:28 PM	6:55 PM
10:00 PM	10:22 PM	10:30 PM	10:39 PM	10:58 PM	11:25 PM

Route 53 Capitola/Dominican

CAPITOLA MALL	CAP AVE & STOCKTON	ROSEDALE & HILL	SOQUEL & DAUBENBISS	THURBER & WINKLE	DOMINICAN HOSPITAL	CAPITOLA MALL
A	B	C	D	E	F	A
8:05 AM	8:12 AM	8:15 AM	8:23 AM	8:30 AM	8:35 AM	8:55 AM
10:05 AM	10:12 AM	10:15 AM	10:23 AM	---	10:28 AM	10:48 AM
12:05 PM	12:12 PM	12:15 PM	12:23 PM	---	12:28 PM	12:48 PM
2:05 PM	2:12 PM	2:15 PM	2:23 PM	2:30 PM	2:35 PM	2:55 PM
4:05 PM	4:12 PM	4:15 PM	4:23 PM	---	4:28 PM	4:48 PM
6:05 PM	6:12 PM	6:15 PM	6:23 PM	6:30 PM	6:35 PM	6:55 PM

Route 56 La Selva (New Timetable)

CAPITOLA MALL	CABRILLO COLLEGE	CLUBHOUSE & SUMNER	VIA PACIFICA	PLAYA & ESTRELLA	CABRILLO COLLEGE	CAPITOLA MALL
A	A	B	C	D	A	A
8:05 AM	8:20 AM	8:28 AM	8:32 AM	8:35 AM	8:48 AM	9:00 AM
10:05 AM	10:20 AM	10:28 AM	10:32 AM	10:35 AM	10:48 AM	11:00 AM
12:05 PM	12:20 PM	12:28 PM	12:32 PM	12:35 PM	12:48 PM	1:00 PM
*2:05 PM	2:20 PM	2:28 PM	2:32 PM	2:35 PM	2:48 PM	3:04 PM
4:05 PM	4:20 PM	4:28 PM	4:32 PM	4:35 PM	4:48 PM	5:00 PM

* This trip will serve Soquel & Daubenbiss inbound

Route 66 Live Oak via 17th (Weekday/Weekend Inbound)

Capitola Mall	Portola & 30th	Capitola Road & 7th Ave	Metro Center
A	B	C	D
<i>6:15 AM</i>	<i>6:20 AM</i>	<i>6:27 AM</i>	<i>6:40 AM</i>
7:15 AM	7:20 AM	7:27 AM	7:40 AM
8:15 AM	8:21 AM	8:29 AM	8:48 AM
9:15 AM	9:21 AM	9:29 AM	9:48 AM
10:15 AM	10:21 AM	10:29 AM	10:48 AM
11:15 AM	11:21 AM	11:29 AM	11:48 AM
12:15 PM	12:22 PM	12:31 PM	12:53 PM
1:15 PM	1:22 PM	1:31 PM	1:53 PM
2:15 PM	2:22 PM	2:31 PM	2:53 PM
3:15 PM	3:22 PM	3:31 PM	3:53 PM
4:15 PM	4:22 PM	4:31 PM	4:53 PM
5:15 PM	5:22 PM	5:31 PM	5:53 PM
6:15 PM	6:22 PM	6:31 PM	6:53 PM
7:35 PM	7:42 PM	7:50 PM	8:05 PM
8:35 PM	8:42 PM	8:50 PM	9:05 PM
9:35 PM	9:42 PM	9:50 PM	10:05 PM
10:40 PM	10:45 PM	10:52 PM	11:05 PM

Italics indicate weekday only trips.

Route 68 Live Oak via Seabright/East Cliff (Weekday/Weekend Inbound)

Capitola Mall	East Cliff Village	Broadway & Seabright	Metro Center
A	B	C	D
<i>6:45 AM</i>	<i>6:57 AM</i>	<i>7:03 AM</i>	<i>7:15 AM</i>
<i>7:45 AM</i>	<i>8:00 AM</i>	<i>8:07 AM</i>	<i>8:20 AM</i>
8:45 AM	9:00 AM	9:07 AM	9:20 AM
9:45 AM	10:00 AM	10:07 AM	10:20 AM
10:45 AM	11:00 AM	11:07 AM	11:20 AM
11:45 AM	12:00 PM	12:07 PM	12:20 PM
12:45 PM	1:03 PM	1:12 PM	1:25 PM
1:45 PM	2:03 PM	2:12 PM	2:25 PM
2:45 PM	3:03 PM	3:12 PM	3:25 PM
3:45 PM	4:03 PM	4:12 PM	4:25 PM
4:45 PM	5:03 PM	5:12 PM	5:25 PM
5:45 PM	6:03 PM	6:12 PM	6:25 PM
6:45 PM	7:03 PM	7:12 PM	7:25 PM

Italics indicate weekday only trips.

Route 68 Live Oak via Seabright/East Cliff (Weekday/Weekend Inbound)

Capitola Mall	East Cliff Village	Broadway & Seabright	Metro Center
A	B	C	D
<i>6:45 AM</i>	<i>6:57 AM</i>	<i>7:03 AM</i>	<i>7:15 AM</i>
<i>7:45 AM</i>	<i>8:00 AM</i>	<i>8:07 AM</i>	<i>8:20 AM</i>
8:45 AM	9:00 AM	9:07 AM	9:20 AM
9:45 AM	10:00 AM	10:07 AM	10:20 AM
10:45 AM	11:00 AM	11:07 AM	11:20 AM
11:45 AM	12:00 PM	12:07 PM	12:20 PM
12:45 PM	1:03 PM	1:12 PM	1:25 PM
1:45 PM	2:03 PM	2:12 PM	2:25 PM
2:45 PM	3:03 PM	3:12 PM	3:25 PM
3:45 PM	4:03 PM	4:12 PM	4:25 PM
4:45 PM	5:03 PM	5:12 PM	5:25 PM
5:45 PM	6:03 PM	6:12 PM	6:25 PM
6:45 PM	7:03 PM	7:12 PM	7:25 PM

Italics indicate weekday only trips.

Route 72 Corralitos

WATS. TRANS. CTR.	MAIN & GRN. VLY.	AIRPRT & FREE.	BRWNS VLY. & CORRALITOS	PIONEER GREEN VLY.	AIRPRT & FREE.	MAIN & GRN. VLY.	WATS. TRANS. CTR.
A	B	C	D	E	C	B	A
5:45 AM	5:50 AM	5:55 AM	6:08 AM	6:13 AM	6:22 AM	6:28 AM	6:40 AM
6:45 AM	6:52 AM	6:55 AM	7:08 AM	7:13 AM	7:22 AM	7:28 AM	7:40 AM
7:45 AM	7:52 AM	7:55 AM	8:08 AM	8:13 AM	8:22 AM	8:28 AM	8:40 AM
8:45 AM	8:52 AM	8:55 AM	9:08 AM	9:13 AM	9:22 AM	9:28 AM	9:40 AM
9:45 AM	9:52 AM	9:55 AM	10:08 AM	10:13 AM	10:22 AM	10:28 AM	10:40 AM
10:45 AM	10:52 AM	10:55 AM	11:08 AM	11:13 AM	11:22 AM	11:28 AM	11:40 AM
11:45 AM	11:52 AM	11:55 AM	12:08 PM	12:13 PM	12:22 PM	12:28 PM	12:40 PM
12:45 PM	12:52 PM	12:55 PM	1:08 PM	1:13 PM	1:22 PM	1:28 PM	1:40 PM
1:45 PM	1:52 PM	1:55 PM	2:08 PM	2:13 PM	2:22 PM	2:28 PM	2:40 PM
2:45 PM	2:52 PM	2:55 PM	3:08 PM	3:13 PM	3:22 PM	3:28 PM	3:40 PM
3:45 PM	3:52 PM	3:55 PM	4:08 PM	4:13 PM	4:22 PM	4:28 PM	4:40 PM
4:45 PM	4:52 PM	4:55 PM	5:08 PM	5:13 PM	5:22 PM	5:28 PM	5:40 PM
5:45 PM	5:52 PM	5:55 PM	6:08 PM	6:13 PM	6:22 PM	6:28 PM	6:40 PM
6:45 PM	6:52 PM	6:55 PM	7:08 PM	7:13 PM	7:22 PM	7:28 PM	7:40 PM

Route 76 Corralitos/Buena Vista

WATS. TRANSIT CTR.	MAIN & GREEN VALLEY	AIRPORT & FREEDOM	BROWNS VLY. & & CORRALITOS	BUENA VISTA & MANFRE	MAIN & GREEN VALLEY	WATS. TRANSIT CTR.
A	B	C	D	E	B	A
6:40 AM	6:45 AM	6:50 AM	7:00 AM	7:07 AM	7:25 AM	7:35 AM
7:40 AM	7:47 AM	7:52 AM	8:05 AM	---	8:25 AM	8:35 AM
8:40 AM	8:47 AM	8:52 AM	---	9:10 AM	9:25 AM	9:35 AM
9:40 AM	9:47 AM	9:52 AM	10:05 AM	---	10:25 AM	10:35 AM
10:40 AM	10:47 AM	10:52 AM	---	11:10 AM	11:25 AM	11:35 AM
11:40 AM	11:47 AM	11:52 AM	12:05 PM	---	12:25 PM	12:35 PM
12:40 PM	12:47 PM	12:52 PM	---	1:10 PM	1:25 PM	1:35 PM
1:40 PM	1:47 PM	1:52 PM	2:05 PM	---	2:25 PM	2:35 PM
2:40 PM	2:47 PM	2:52 PM	---	3:10 PM	3:25 PM	3:35 PM
3:40 PM	3:47 PM	3:52 PM	4:05 PM	---	4:25 PM	4:35 PM
4:40 PM	4:47 PM	4:52 PM	---	5:10 PM	5:25 PM	5:35 PM
5:40 PM	5:47 PM	5:52 PM	6:05 PM	6:12 PM	6:30 PM	6:40 PM

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: APPROVAL OF RESPONSES TO TRIENNIAL PERFORMANCE AUDIT

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve staff's response to the audit recommendation and direct staff to forward the response to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Under the State Transportation Development Act (TDA), transit operators claiming TDA funding are subject to a triennial performance audit.
- The Santa Cruz County Regional Transportation Commission (SCCRTC) contracted with the independent firm of Moss, Levy & Hartzheim, C.P.A.s, to audit the performance of the Transit District in accordance with State law.
- The District is required to respond to the audit recommendations and provide the responses to the Transportation Commission.
- The performance audit measures the District's efficiency, effectiveness and economy in providing public transit service. The audit includes recommendations to assist in improving operations.
- The audit results are categorized by compliance review, status of prior audit recommendations, performance audit indicator verification and analysis, and detailed functional review of transit operator functions. The audit results are positive. The auditors found the District to be operating in an efficient, effective and economic manner. There were no areas identified that required further investigation.
- The audit contains one specific recommendation which requires a response from the District.

III. DISCUSSION

The audit firm began work in February of this year. Staff received a draft copy of the performance audit in April and the auditors made revisions to the document based on our comments.

The final audit recommendation is listed below followed by the staff response.

Recommendation:

Currently, the SCMTD's buses are stored in a lot that is too small for the size of the fleet. Buses are parked on the street and in the neighboring lots. Also, the buses are parked in random order so that drivers have to find their bus each morning. We recommend that the SCMTD expand the parking lot to house the buses and have assigned parking spaces for each to promote safety of the buses and efficiency and effectiveness of the system.

Response:

The District is in the process of providing complete on-site parking of buses through the development of MetroBase. According to the current timelines, bus parking for 72 revenue vehicles at the Operations Facility on River Street will be completed by July of 2007, and parking for 26 additional buses at the Golf Club Maintenance Facility will be completed by August 2009. In the meantime, the District will continue to lease parking space in the immediate area as available.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Triennial Performance Audit for the Three Years Ending June 30, 2003

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

TRIENNIAL PERFORMANCE AUDIT

**FOR THE THREE FISCAL YEARS ENDED
JUNE 30, 2003**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

TRIENNIAL PERFORMANCE AUDIT

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INDEPENDENT AUDITOR'S REPORT

To the Board Members
Santa Cruz Metropolitan Transit District
Santa Cruz, California

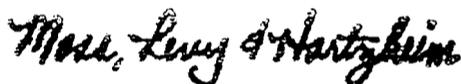
We are pleased to present the results of our performance audit of the Santa Cruz Metropolitan Transit District (SCMTD) for the three fiscal years ended June 30, 2003. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*.

The purpose of this performance audit was to evaluate the efficiency, effectiveness, and economy of the operations of the SCMTD.

This report is intended for the information of management, the Board of Supervisors, the SCMTD, and the State of California Department of Transportation. However, this report is a matter of public record and its distribution is not limited.

We have not included management's response and a corrective action plan in this report as required by the *Government Auditing Standards*. We are requesting that the Board respond to the findings, conclusions, and recommendations made in this report and include a corrective action plan, which should be submitted to the California State Department of Transportation.

MOSS, LEVY & HARTZHEIM, C.P.A.s



February 12, 2004

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EXECUTIVE SUMMARY

This performance audit of the SCMTD covers the three-year period of fiscal year 2000-2001 through fiscal year 2002-2003. Performance audits are prepared to fulfill the requirements of the California Transportation Development Act (TDA), which requires a performance audit of a SCMTD every three years to review the "service's efficiency, effectiveness, and economy" and to determine if the SCMTD meets other specified TDA requirements.

This audit includes the basic compliance audit required by the TDA, a review and verification of the SCMTD's data collection process, an analysis of performance indicators and trends during the audit period, a determination of TDA compliance, a program review, and identification of issues.

Based on the review of the performance of the SCMTD, it is the opinion of the auditors that the SCMTD has adopted goals, policies, and procedures, and has taken a number of steps to improve its overall performance since the last performance audit.

The audit also identified areas where the SCMTD can continue to improve its performance and developed recommendations to improve the performance of the transit in these areas. The following are the recommendations for the SCMTD:

Functional Area Recommendations

General Management and Organization

We have no recommendations.

Service Planning

We have no recommendations.

Scheduling, Dispatch, and Operations

Currently, the SCMTD's buses are stored in a lot that is too small for the size of the fleet. Buses are parked on the street and in neighboring lots. Also, the buses are parked in random order so that drivers have to find their bus each morning. We recommend that the SCMTD expand the parking lot to house the buses and have assigned parking spaces for each to promote safety of the buses and efficiency and effectiveness of the system.

Administration

We have no recommendations.

Maintenance

We have no recommendations.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

INTRODUCTION

PERFORMANCE AUDITING

The SCMTD receives a significant portion of the funding necessary to operate through two programs that make funds available for transit purposes through the Transportation Development Act (TDA). These two programs are the Local Transportation Fund (LTF) and State Transit Assistance Fund (STA). LTF and STA funds are derived from the sales taxes collected within Santa Cruz County (County) and are administered by the Santa Cruz County Regional Transportation Commission (SCCRTC). The other major source of funding for the SCMTD are the fares collected from passengers and dedicated sales tax.

The TDA requires that the SCCRTC engage an outside consultant to conduct a triennial performance audit of all transit operators within its jurisdiction. This performance audit covers the three fiscal years ended June 30, 2003.

The California Department of Transportation (Caltrans) contracted for the development of a performance audit guidebook for transit operators and regional transportation planning entities (RTPE).

The purpose of a performance audit is as follows:

- Meet the requirements of the TDA
- Provide management with useful information to assess past activities and provide insight for future planning activities
- Provide management with a review and evaluation of the organization and its operations
- Assure public accountability for the use of public funds

Performance auditing consists of evaluating the efficiency, effectiveness, and economy of the operation of the entity under examination. The TDA requires the performance audit follow the efficiency, economy, and program results portions of the Comptroller General's *Government Auditing Standards*. The *Government Auditing Standards* states the following:

“Economy and efficiency audits include determining (1) whether the entity is acquiring, protecting, and using its resources (such as personnel, property, and space) economically and efficiently, (2) the causes of inefficiencies or uneconomical practices, and (3) whether the entity has complied with laws and regulations concerning matters of economy and efficiency.”

“Program audits include determining (1) the extent to which the desired results or benefits established by the legislature or other authorizing body are being achieved, (2) the effectiveness of organizations, programs, activities, or functions, and (3) whether the entity has complied with laws and regulations applicable to the program.”

In order to meet the requirements of the TDA and the *Government Auditing Standards*, we reviewed pertinent documents, observed operations, and interviewed staff. We also calculated and analyzed the appropriate performance indicators for the three fiscal years under audit. The results of our audit are documented in the pages that follow.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BACKGROUND

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

The Santa Cruz Metropolitan District (SCMTD) was established on February 9, 1969, by authority of the Santa Cruz Metropolitan District Act of 1967, Part 5 of Division 10 of the Public Utilities Code of the State of California. The SCMTD is the sole transit operator in Santa Cruz County and serves the general public in the cities of Santa Cruz, Scotts Valley, Watsonville, Capitola, and the unincorporated areas of Santa Cruz County. The SCMTD operates the following types of transit service:

1. **Direct Fixed Route** – This service provides transportation service to the general public in the cities of Santa Cruz, Watsonville, Scotts Valley, Capitola, and the unincorporated areas of Santa Cruz County.
2. **Highway 17 Express** – This service is operated jointly between the SCMTD and Santa Clara Valley Transportation Authority.
3. **Americans with Disabilities Act Paratransit** – This is a scheduled response system and provides transportation to the elderly and disabled. A private transportation provider, Community Bridges, a non-profit service agency, operates the SCMTD’s Paratransit.
4. **Special Shuttle Service** – This service provides transportation for public events such as the yearly Fireworks Show and the Art and Wine Festival.

As of June 30, 2003, the SCMTD operated a total of 122 transit vehicles, 111 for the fixed route portion and 11 for the Highway 17 Express.

The SCMTD provides transit users with a variety of fare options and prices. Figure 1, shown below, shows the fare structure in effect at July 1, 2003.

**Figure 1
Fare Structure**

Type	Fixed Route		Highway 17		With SCMTD, VTA Day Pass or Cal Train/ Peninsula Monthly Pass
	Regular	Discount	Regular	Senior/Disabled	
One Way Cash Fare	\$1.50	\$0.65	\$3.00	\$1.50	N/A
Day Pass	\$4.50	\$2.00	\$6.00	\$6.00	\$3.50
Convenience Card	\$22.00	\$10.00	N/A	N/A	N/A
Monthly Pass	\$50.00	\$23.00	\$80.00	N/A	N/A
Youth Monthly Pass	\$35.00	N/A	N/A	N/A	N/A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BACKGROUND (CONTINUED)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (CONTINUED)

The purchase price for a monthly pass, which is good on all the SCMTD, the Highway 17 Express, the Santa Clara Valley Transportation Authority (VTA) buses, and the Light Rail, is 550.00. A discount of \$2.50 is given on the Highway 17 Day Pass by turning in a SCMTD or a VTA Day Pass. The SCMTD has contracted with the City of Santa Cruz, the County of Santa Cruz, Dominican Hospital, and several employers to provide transportation to their employees at reduced rates. Under this "Employer Contract Program," the employer is billed once per month for actual usage and the reduced fare is treated as an employer provided fringe benefit to the employee. The SCMTD has a similar arrangement with Cabrillo College and the University of California at Santa Cruz. Students are sold bus passes as part of their student activity package.

AUDIT RESULTS

The triennial performance audit of the SCMTD consists of four sections: a compliance review; a follow-up review of the implementation of prior performance audit recommendations; results of the verification of performance audit indicators; and a detailed functional review of transit operator functions.

COMPLIANCE REVIEW

We examined the SCMTD's compliance with the IDA rules and regulations per the Public Utilities Code (PUC) and California Code of Regulations (CCR). This examination consisted of inspections of key documents, interviews with staff, and inspections of the fiscal and compliance audits that are conducted annually. The specific compliance requirements are as follows:

Public Utilities Code Section 99243 – The operator submitted annual reports to the Regional Transportation Planning Entity (RTPE) based upon the Uniform System of Accounts and Records established by the State Controller.

- The District submits annual reports to the SCCRTC based upon the Uniform System of Accounts and Records established by the State Controller.

Public Utilities Code Section 99245 – The operator has submitted annual fiscal and compliance audit to the RTPE and to the State Controller within 180 days following the end of the fiscal year or has received the appropriate 90-day extension allowed by law.

- The SCMTD filed its fiscal and compliance audits to the SCCRTC and to the Office of the State Controller within the appropriate due date.

Public Utilities Code Section 9925.1 – The California Highway Patrol (CHP) has, within 13 months prior to each TDA claim submitted by the SCMTD, certified the operator's compliance with Vehicle Code Section 1808.1 following a CHP inspection of the operator's terminal.

- The CHP has certified annually the SCMTD compliance with Vehicle Code Section 1808.1 within the 13 months prior to each TDA claim.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS

COMPLIANCE REVIEW (CONTINUED)

Public Utilities Code Section 99261 – The operator’s claim for TDX funds is submitted in compliance with rules and regulations adopted by the SCMTD for such claims.

- The SCMTD complied with all rules and regulations in submitting claims for transit funding.

Public Utilities Code Section 99264 – The operator does not routinely staff with two or more persons, public transportation vehicles designed to be operated by one person.

- The SCMTD does not staff public transportation vehicles designed to be operated by one person with more than one person.

Public Utilities Code Section 99266 – The operator’s operating budget has not increased by more than 15% over the preceding fiscal year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the charges.

- The SCMTD’s operating budget has not increased by more than 15% over the preceding fiscal year. There has not been a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities.

Public Utilities Code Section 99268 – operator funding provided through the TDA makes up no more than 50% of operating, maintenance, capital, and debt service requirements after federal grants are deducted, if applicable.

	Fiscal Year Ended		
	2001	2002	2003
LTF & STA revenues	6,230,011	6,037,117	5,134,522
Total revenue, net of federal grants	30,274,980	28,373,923	27,278,981
Ratio of TDA sources	20.6 % ;	21.2 % .	18.8%

- The SCMTD is well below the 50% expenditure limit and is therefore in compliance.

Public Utilities Code Section 99268.2, 99268.3 and 99268.12 – If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating costs equal to one-fifth (20%), unless it is in a county with a population of less than 500,000, in which case it must maintain a ratio of fare revenues to operating costs at least equal to three-twentieths (15%), if so determined by the SCMTD.

- The SCMTD is not required to meet the requirements of PUC 99268.3 and 99268.12, however the SCMTD has prescribed a fare revenue to operating cost ratio, pursuant to California Code of Regulations (CCR) section 6645, of no less than 15%. The SCMTD maintains a higher than 15% ratio and is therefore in compliance.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

COMPLIANCE REVIEW (CONTINUED)

Public Utilities Code Section 99268.2, 99268.4 and 99268.5 – If the operator serves a rural area, it has maintained a ratio of fare revenues to operating costs at least equal to one-tenth (10%).

- The SCMTD adheres to and surpasses the requirements of PUC 99265.2 and 99268.4 pertaining to ratio of fare revenues to operating costs of at least 10%, however it does not exclusively serve elderly and handicapped persons and therefore PUC 99363.5 is not applicable.

Public Utilities Code Section 99371 – The current cost of the operator's retirement system is fully funded with respect to the officers and employees of its public transportation system or the operator is implementing a plan approved by which will fully fund the retirement system within 40 years.

- The SCMTD retirement fund is fully funded based on the actuarial assumptions and calculations performed by the Public Employees Retirement System. We noted no instances of where the SCMTD was under funded in the three fiscal years covered from 2001 to 2003.

Public Utilities Code Section 99314.5(c) – If the operator receives STA funds, the operator is not precluded by contract from employing part-time drivers or from contracting with common carriers.

- The SCMTD is not precluded from employing part-time drivers or from contracting with common carriers.

California Code of Regulations Section 6754(a)(3) – If the operator receives STA funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act (UMTA) of 1964 before TDA claims are granted.

- The SCMTD applies for and makes full use of UMTA funds.

The preceding compliance review indicates that the SCMTD is in compliance with the above requirements of the TDA, as well as those imposed by the State Controller's Office.

STATUS OF PRIOR AUDIT RECOMMENDATIONS

The performance audit for the three fiscal year period ended June 30, 2000, contained recommendations for the SCMTD to consider implementing. The following is a review of SCMTD's implementation of those recommendations. This review considers the progress to date and provides the public with efforts made to improve economy, efficiency, and effectiveness. The recommendations and their status are as follows:

General Management and Organization

Management should request that the annual fiscal auditors reconcile the performance indicators and include their results in the fiscal audit reports annually. Complying with this recommendation will serve as a check for all reports the SCMTD distributes, and would ease the reconciliation process of the performance indicators on an annual basis versus a triennial basis. Note that reconciliation between the Financial Audit report versus the Service and Ridership Summary does not reconcile in some years. Implementation should be for the current fiscal year.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

COMPLIANCE REVIEW (CONTINUED)

Recommendation.

Management should request that the fiscal auditors reconcile the performance indicators and include their results in the fiscal audit reports annually.

Current Status:

Management has resolved this issue by keeping adequate supporting documentation on file for the purposes of recalculating performance indicators as well as for operational purposes.

ANALYSIS OF PERFORMANCE INDICATORS

Part of the performance audit process is to gather the performance indicator information, audit the controls over the collection of the data by the SCMTD personnel, and conduct an analysis of the data. The performance indicator information required by the TDA is as follows:

- Operating Cost
- Vehicle Service Hours
- Vehicle Service Miles
- Passenger Count
- Employee Hours
- Fare Revenues

The required ratios to be calculated and analyzed are as follows:

- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Vehicle Service Hour
- Vehicle Service Hours per Employee

In addition to the above required information, we calculated and analyzed the following information and ratios.

- Farebox Recovery Ratio
- Vehicle Service Miles per Vehicle Service Hours
- Average Passenger Fare

System-Wide Performance Indicators (Figure 2) as shown on page 14 has been shown for nine years starting with fiscal year ending June 30, 1995. This is provided in order to show long term trends. Operating costs and fares are presented in actual dollars and in constant dollars. Constant dollars subtract out the effects of inflation so that true cost and revenue trends can be seen. Graphs are provided after the System-Wide Performance Indicators to visually assist with analysis of both the actual and constant dollar figures, where applicable. Inflation is represented in the tables and graphs by the Consumer Price Index (CPI) - All Urban Consumers - San Francisco, Oakland, and San Jose, which we feel is the closest CPI index for Santa Cruz County.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS

This section of the report reviews methods and procedures that the SCMTD used in the provision of transit service in Santa Cruz County. A required component of the performance audit is the functional review of the transit system. The functional review consists of an identification of the duties and responsibilities of each department within the organization and a determination of whether those duties and responsibilities are being carried out in an economical, efficient, and effective manner. Functional areas reviewed included:

- General Management and Organization
- Service Planning
- Scheduling, Dispatch, and Operations
- Administration
- Maintenance

In November 1998, the U.S. Department of Transportation – Federal Transit Administration issued a Fiscal Year 1998 Final Triennial Review Report. Based on this review, the SCMTD complied with Federal requirements for all 21 review areas, all of which are covered in the five functional areas listed above. These 21 areas consist of the following:

- Legal Capacity
- Financial Capacity
- Technical Capacity
- Satisfactory Continuing Control
- Maintenance
- Elderly and Persons with Disabilities/Medicare Half Fare
- Competitive Procurement
- Buy America Requirements
- Program of Projects
- Planning
- Public Comment on Fare/Service Charges
- Charter Bus Protections
- School Bus Protections
- National Transit Database Reporting
- Civil Rights
- Safety/Drug Free Workplace and Anti-Drug Program
- Integrity
- Restrictions on Lobbying
- Security
- Transportation Services for American with Disabilities (ADA)
- Federal Transit Administration Drug and Alcohol Program

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS

General Management and Organization

The SCMTD is governed by an eleven member Board of Directors (Board) and managed by a General Manager whose responsibility includes the oversight and coordination of 8 departments and approximately 300 employees. The General Manager apprises the Board for transit related issues and performance. By interrelating and compiling information in monthly reports from Finance, Facility Maintenance, Fleet Maintenance, Human Resources, Planning and Marketing, Information Technology, Grants and Legislative Analyst, and Operations, the General Manager distributes statistical data addressing operating costs, ridership, service hours, and other information. To keep the public informed, the SCMTD has developed and maintains a website. The site contains information on jobs, bus route scheduling, Board meeting agendas, hearings, news releases, performance indicators, compliments, complaints, and ridership statistics.

Management is active in the transportation planning process, as several members of the governing board are also members of the Board of Directors of the Santa Cruz County Regional Transportation Commission. The working relationships between the SCMTD staff and other agencies appears satisfactory.

Service Planning

Service planning is performed in the Planning and Marketing Department under the jurisdiction of the General Manager. This department consists of a Transit Planner and a Transit Surveyor.

Service planning is a process of knowing where you are today, defining where you want to be tomorrow, and developing, implementing, monitoring, and fine tuning the plan to get there. This process is carried out at the SCMTD through the use of the Transit Surveyor, who performs full profiles of existing routes on an annual basis. Results of these surveys are submitted to the Service Review Committee, consisting of staff, management, and bus drivers, in order to obtain a well-rounded perspective. In addition, input is sought from the Metro Users Group, the Citizens and Bus Drivers Advisory Group, and the Metro Accessible Users Task Force. Based on communications with staff and other agencies, the SCMTD has one of the most active participation groups in the country. Recommendations from these groups go to public hearings, and then to the Board for action.

The SCMTD has established a policy for maintaining an existing route. The policy is that ridership must not fall below minimum standards. Those standards are:

Ridership

- Rural 15
- Urban-local 20
- Urban collector 30

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS (CONTINUED)

Service **Planning (Continued)**

These standards are not strictly enforced. In some of the rural routes, ridership has fallen well below the standard but the route was not discontinued. The SCMTD has made exceptions to some routes where the “good of the public” is concerned. The SCMTD has made some service reductions due to anticipated lack of funding. The primary concern of the SCMTD is to provide an effective transit system that benefits the “good of the public” and minimizes the number of routes that have low ridership.

Surveys conducted of the public appear to be focused on the destination of passengers versus their attitude toward the SCMTD. According to the Transit Surveyor, attitude surveys **have** not been conducted in several years, nor has any market segmentation been done. There is expressed interest in these types of surveys, but they are overshadowed with current ridership demands and limited funding sources.

The Planning and Marketing Department issues several types of reports. One report issued is purely statistical and contains figures on ridership, passenger counts, vehicle service miles, routes, and schedules. These reports are used directly by the Assistant General Manager in compiling the performance indicators that are transmitted to the Board. In addition to the statistical report, Planning and Marketing issues reports on ADA compliance, operations, and civil rights. Based on our review of the reports mentioned herein, we conclude that they are complete and highly reliable, and therefore have no recommendations.

Scheduling, Dispatch, and Operations

The Operations Department is responsible for scheduling drivers, collecting fares, training drivers, and safety. The Planning and Marketing Department defines ridership needs and the Operations Department provides transit service to the riders for a fee. Due to its importance, a heavy emphasis **is** placed on having an inventory of qualified drivers and the safety and welfare of the riders.

In addition to the regularly scheduled drivers, there are always a few standby drivers that wait in the drivers’ lounge in the event a driver is not able to make a shift. The SCMTD has an active recruitment and training program to insure an adequate supply of drivers. When the need presents itself, the SCMTD will begin a class that is attended by trainees. Certified by the Department of Motor Vehicles, the SCMTD’s Safety and Training Coordinator trains the recruits and prepares them for their Commercial Driver License exam. Once they successfully complete the class, they are promoted to the title Fully Qualified Operator.

Good attendance by drivers is critical for the Operations Department. The SCMTD attendance policy discourages repeated absences from work. A driver who accumulates 12 absences in a calendar year will be cautioned, 17 absences, the driver is warned, and 20 absences, the driver is discharged.

Before departing on their routes, drivers inspect their bus for safety. If a driver expresses any concerns with the safety of the vehicle, maintenance is notified and the bus is taken out of active service. Safety is of utmost importance and is encouraged through ongoing inspections and required training. In the event of an accident involving a driver while on duty, the Accident Review Committee determines if the SCMTD driver is or is not responsible. Drivers choose their work assignments based on a bidding system that takes into account seniority, which is based on the drivers labor contract.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS (CONTINUED)

Scheduling, Dispatch, **and Operations**

Currently, the SCMTD's buses are stored in a lot that is too small for the size of the fleet. Buses are parked on the street and in neighboring lots. Also, the buses are parked in random order so that drivers have to find their bus each morning. We recommend that the SCMTD expand the parking lot to house the buses and have each bus assigned a parking space to promote safety of the buses and efficiency and effectiveness of the system.

Except for the concern regarding the parking situation, the scheduling, dispatch, and operations functional area is operating efficiently, effectively, and economically.

Administration

The SCMTD's personnel management function is the responsibility of the Human Resources Department, headed by the Human Resources Manager. This department prepares, revises, and administers all policies, procedures, and practices set forth in the personnel policies and procedures manual and for compliance with all state and federal labor laws.

Benefits offered include health, dental, vision, life, accidental death, state disability, and long term disability insurance. In addition, there is a deferred compensation plan, a retirement plan, and sick, vacation, family and bereavement leave. The SCMTD has one of the most attractive benefits packages in the area helping to explain the relatively low turnover in employment.

Each new employee begins tenure with a 6 month probation period. This period is considered a continuation of the evaluation and testing period that begins with recruitment. Employees who are terminated have the right of appeal to the General Manager. Employee performance is reviewed annually **by** the respective department manager. The Human Resources Manager becomes involved only if there is an unusual issue. A complete personnel file is kept on each employee by the Human Resources Department. Recruitment is performed by advertising in local newspapers, periodicals, and by way of the SCMTD's web site. The web site posts job opportunities and applicants can download an application. A preferred method of recruitment is to hire new drivers instead of hiring professional drivers from other agencies because of the potential of poor work habits established during previous employment. The **SCMTD** prefers to train the drivers for the skills needed to serve the community according to the practices developed in-house.

Oversight for the administrative functions of the SCMTD is the responsibility of the General Manager and the Assistant General Manager. This area includes board activities, grants management, legislative activities, maintenance of records, and purchasing.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS (CONTINUED)

Administration **(Continued)**

Grants management and legislative activities are handled by the General Manager, Assistant General Manager, and Grants and Legislative Analyst. The General Manager interacts with all levels of government in the legislative process to seek alternative sources of funding of transit related projects. Once potential funding sources are discovered, management meets with representatives of other agencies or with state and federal legislators. Reviewing legislation or actions of other agencies and determining their impact on the SCMTD's operations is a vital part of this function. In conjunction with Santa Cruz County Regional Transportation Commission, the SCMTD engages a legislative advocate in Washington D.C. to monitor transit related federal legislation. In addition to performing grant application activities, the Grants and Legislative Analyst handles the reporting responsibilities required by funding agencies. Monthly and quarterly financial reports are prepared with the assistance of the Finance Department for submission to the funding agency.

The Finance Department is responsible for accounting for all the financial activities of the SCMTD. These activities include accounts payable and payroll as well as financial record keeping, reporting, and budgeting. Accountability is measured monthly with the issuance of the budget versus actual report that is issued to all department heads. The report includes the original budget, as adopted, revisions to the budget, and actual results. Each manager has the authority to request a budget transfer as long as the effect is neutral within his or her department. The requests are reviewed and approved by the Finance Manager and sent to the Board for approval. The Finance Department handles risk management for property, casualty, and liability. An internal audit of fare collections is performed on an ongoing basis. An adequate segregation of duties exists to ensure proper handling of cash.

The SCMTD has implemented effective processes to ensure the integrity of the systems under its control, therefore we have no findings to report.

Maintenance

The major function of the Fleet Maintenance Department is to provide safe, reliable, clean buses, staff vehicles, and equipment. The Fleet Maintenance Department accomplishes this function by maintaining four garages for bus service and three well organized inventory stock rooms. Due to legislative requirements, a large-scale natural gas fueling facility is being designed and soon to be built in order to accommodate the new natural gas powered buses.

The average age of the buses is six years old, helping to keep the maintenance costs to a reasonable amount due to the relatively young **age** of the vehicles. Preventative maintenance is scheduled so it does not conflict with regular use of the buses and conforms to the manufacturer's recommended schedule. Vehicles that are found to have defects are placed on an out of service status until repairs have been completed. Driver Daily Defect Reports are processed continually. Any problems identified during preventative maintenance inspections are corrected before the bus is released to service.

The procedures of the Fleet Maintenance Department promote effectiveness, efficiency, and economy of the SCMTD, therefore there are no recommendations.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

AUDIT RESULTS (CONTINUED)

FUNCTIONAL REVIEW, FINDINGS, AND RECOMMENDATIONS (CONTINUED)

CONCLUSION

The SCMTD has complied with the rules and regulations of the Transportation Development Act (TDA) and based on our functional review of operations, it is operating in an efficient, effective, and economic manner. The operator has adopted goals, policies, and procedures and has taken a number of steps to improve its overall performance.

Figure 2
System-Wide Performance Indicators

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIXED ROUTE AND HIGHWAY 17 (H17)
FOR THE NINE FISCAL YEARS ENDED JUNE 30.

	1995	1996	1997	1998	1999	2000	2001	2002	2003
TDA REQUIRED INDICATORS									
Operating Cost per Passenger	\$ 2.88	\$ 2.74	\$ 2.89	\$ 2.97	\$ 3.21	\$ 3.62	\$ 4.49	\$ 4.64	\$ 4.78
Operating Cost per Vehicle Service Hour	\$ 92.09	\$ 90.71	\$ 90.61	\$ 88.16	\$ 88.86	\$ 97.69	\$ 115.32	\$ 113.05	\$ 121.83
Passengers per Vehicle Service Hour	32.02	33.10	31.39	29.64	27.65	26.98	25.70	24.34	25.48
Passengers per Vehicle Service Mile	2.44	2.41	2.14	2.03	1.85	1.86	1.81	1.75	1.81
Vehicle Service hours per Employee	733.31	712.01	786.13	787.87	838.68	757.28	799.56	810.19	810.73
OTHER SYSTEM-WIDE INDICATORS									
Operating Cost per Vehicle Service Mile	\$ 7.02	\$ 6.59	\$ 8.19	\$ 6.04	\$ 5.96	\$ 6.73	\$ 8.12	\$ 8.13	\$ 8.66
Vehicle Service Miles per Vehicle Service Hour	13.13	13.76	14.64	14.59	14.91	14.51	14.21	13.91	14.07
Farebox Recovery Ratio	21.44%	24.23%	24.57%	26.63%	25.14%	24.96%	19.25%	20.50%	20.11%
Average Passenger Fare	\$ 0.62	\$ 0.66	\$ 0.71	\$ 0.79	\$ 0.81	\$ 0.90	\$ 0.86	\$ 0.95	\$ 0.96
STATISTICAL DATA									
Operating Cost (Excluding Depreciation)	\$ 18,571,663	\$ 17,697,497	\$ 19,161,473	\$ 18,823,309	\$ 20,346,213	\$ 22,933,777	\$ 28,400,014	\$ 29,125,187	\$ 29,335,566
Passenger Count	6,457,610	6,457,610	6,639,075	6,329,585	6,329,585	6,333,449	6,329,585	6,270,540	6,136,352
Vehicle Service Hours	201,661	195,090	211,470	213,513	228,959	234,757	246,266	257,639	240,788
Vehicle Service Miles	2,646,943	2,684,599	3,096,131	3,115,757	3,413,590	3,407,353	3,499,224	3,582,478	3,388,399
Full Time Equivalent Employees	275	274	269	271	273	310	308	318	297
Fare Revenues	\$ 3,982,189	\$ 4,288,384	\$ 4,708,540	\$ 5,013,369	\$ 5,115,241	\$ 5,724,065	\$ 5,467,480	\$ 5,969,670	\$ 5,898,305
Budgeted Expenses	\$ 18,799,097	\$ 19,430,813	\$ 19,859,111	\$ 20,315,692	\$ 21,747,874	\$ 24,062,324	\$ 28,281,000	\$ 31,682,000	\$ 31,600,000
Active Busses	78	78	78	83	86	103	123	114	111
Contingency Fleet	15	15	15	15	15	15	0	0	11
CONSTANT DOLLAR (ADJUSTED FOR INFLATION)									
FYE CPI Change	Base	3.5%	4.8%	5.5%	6.3%	7.3%	9.7%	3.1%	3.4%
Cumulative FYE CPI Change	Base	3.5%	8.3%	13.8%	20.1%	27.4%	37.1%	40.2%	43.6%
Operating Cost (Excluding Depreciation)	\$ 18,571,663	\$ 17,078,085	\$ 17,571,071	\$ 16,225,692	\$ 16,256,624	\$ 16,649,922	\$ 17,863,609	\$ 17,416,862	\$ 16,545,259
Fare Revenues	\$ 3,982,189	\$ 4,138,291	\$ 4,317,731	\$ 4,321,524	\$ 4,087,078	\$ 4,155,671	\$ 3,439,045	\$ 3,569,863	\$ 3,326,644
Operating Cost per Passenger	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3
Operating Cost per Vehicle Service Hour	\$ 92	\$ 86	\$ 83	\$ 76	\$ 71	\$ 71	\$ 73	\$ 68	\$ 69
Operating Cost per Vehicle Service Mile	\$ 7	\$ 6	\$ 6	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5
Average Passenger Fare	\$ 0.62	\$ 0.64	\$ 0.65	\$ 0.68	\$ 0.65	\$ 0.65	\$ 0.54	\$ 0.57	\$ 0.54

Note:

1. Data for the "Consumer Price Index" derived from the Bureau of Labor Statistics website filtered on San Francisco, Oakland, and San Jose, California

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

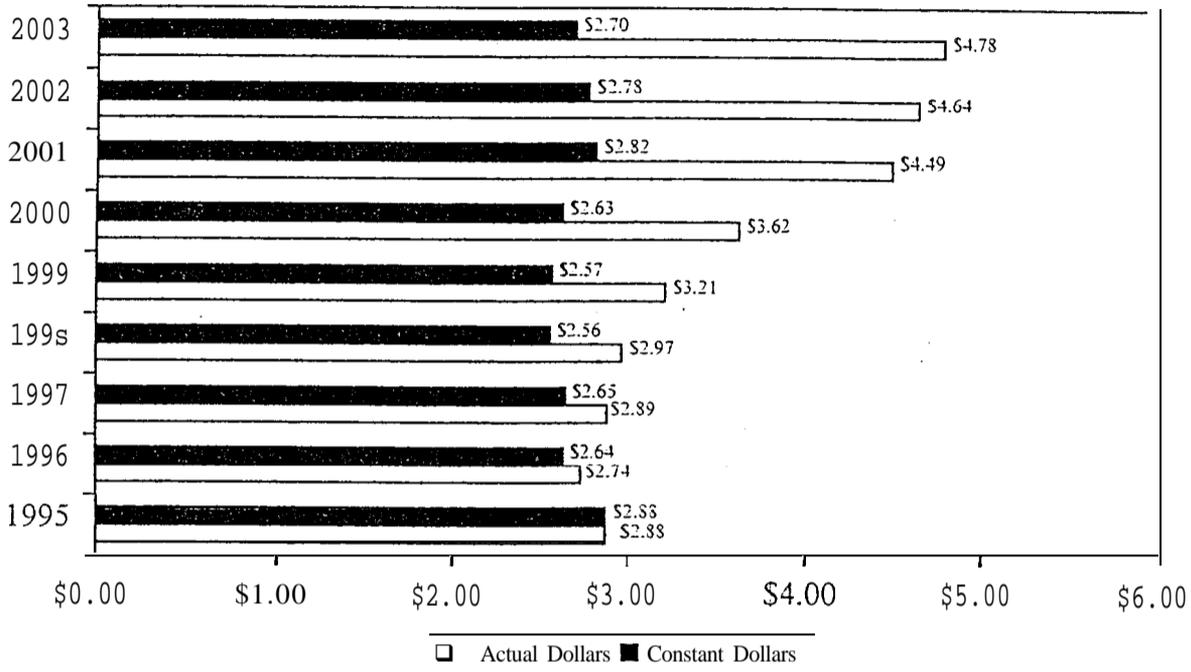
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Operating Cost per Passenger

Operating cost per passenger serves as an indicator of a system's cost-effectiveness. The following graph depicts this ratio during the nine-year period.

Figure 3
Operating Cost per Passenger



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

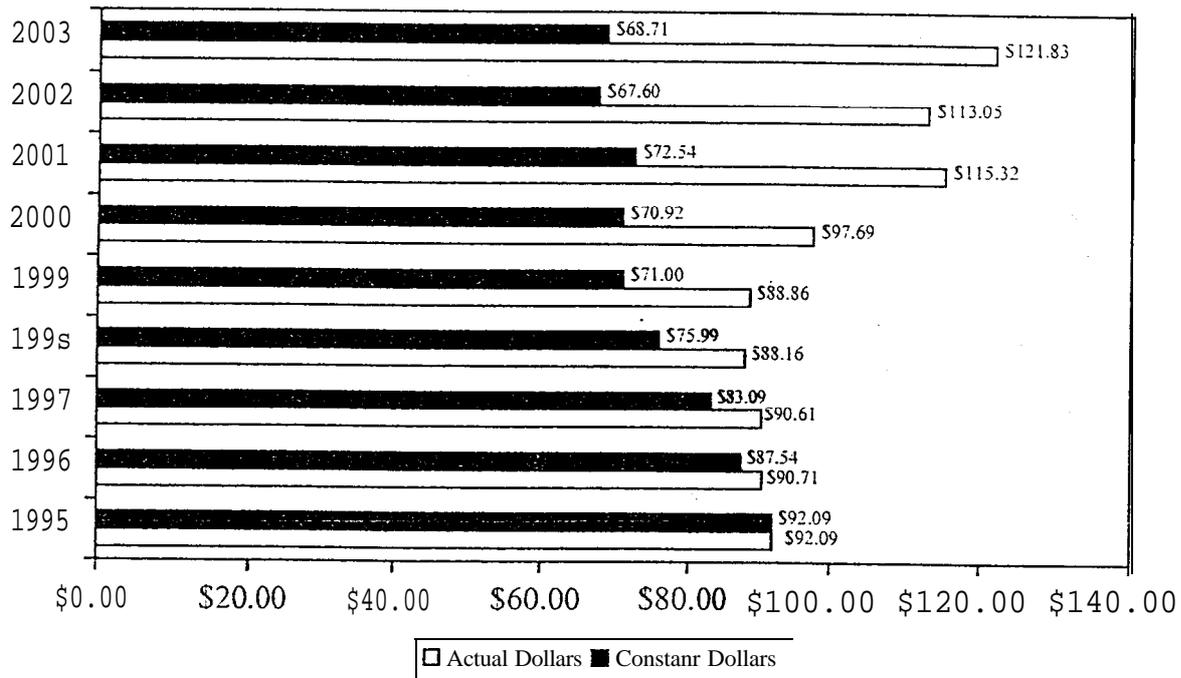
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Operating Cost per Vehicle Service Hour

Operating cost per vehicle service hour serves as an indicator of a system's cost-effectiveness. The following graph depicts this ratio during the nine-year period.

Figure 4
Operating Cost per Vehicle Service Hour



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

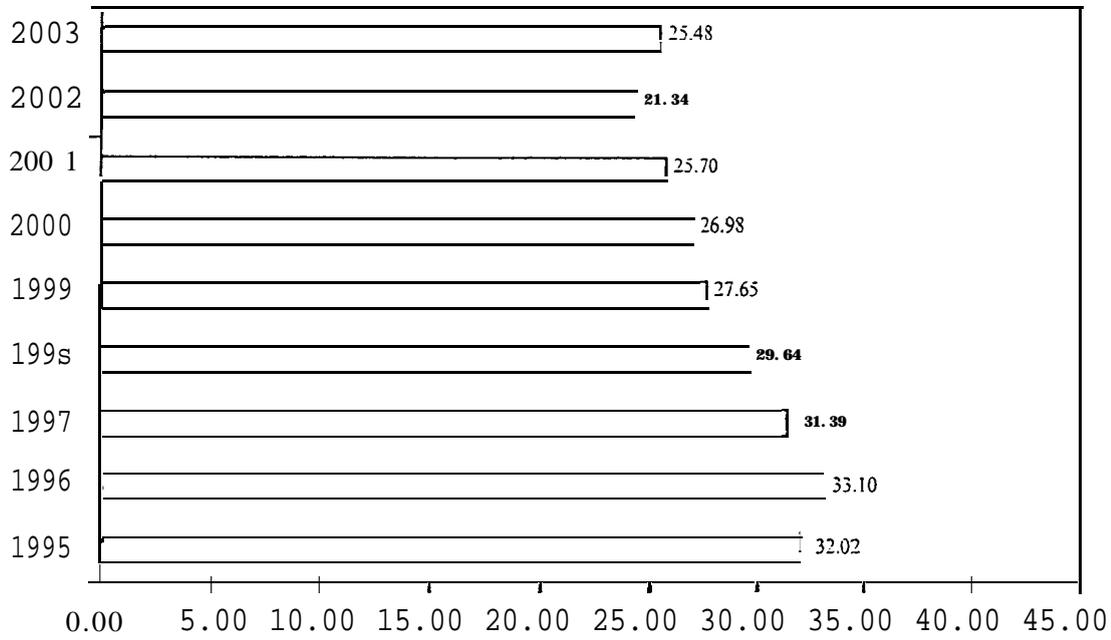
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Passengers Per Vehicle Service Hour

This ratio serves as one measure of service utilization, the effectiveness of service in attracting riders. The following graph depicts this ratio during the nine-year period.

Figure 5
Passengers per Vehicle Service Hour



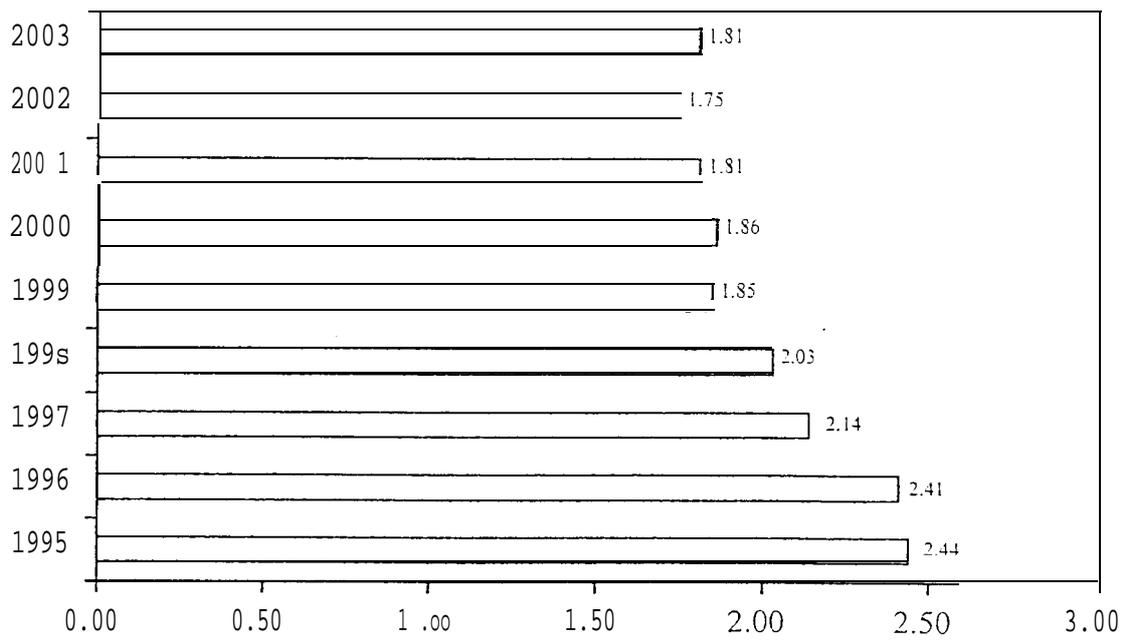
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Passengers Per Vehicle Service Mile

This indicator measures the average length of passenger trips and serves as another measure of service effectiveness. The following graph depicts this ratio during the nine-year period.

Figure 6
Passengers per Vehicle Service Mile



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

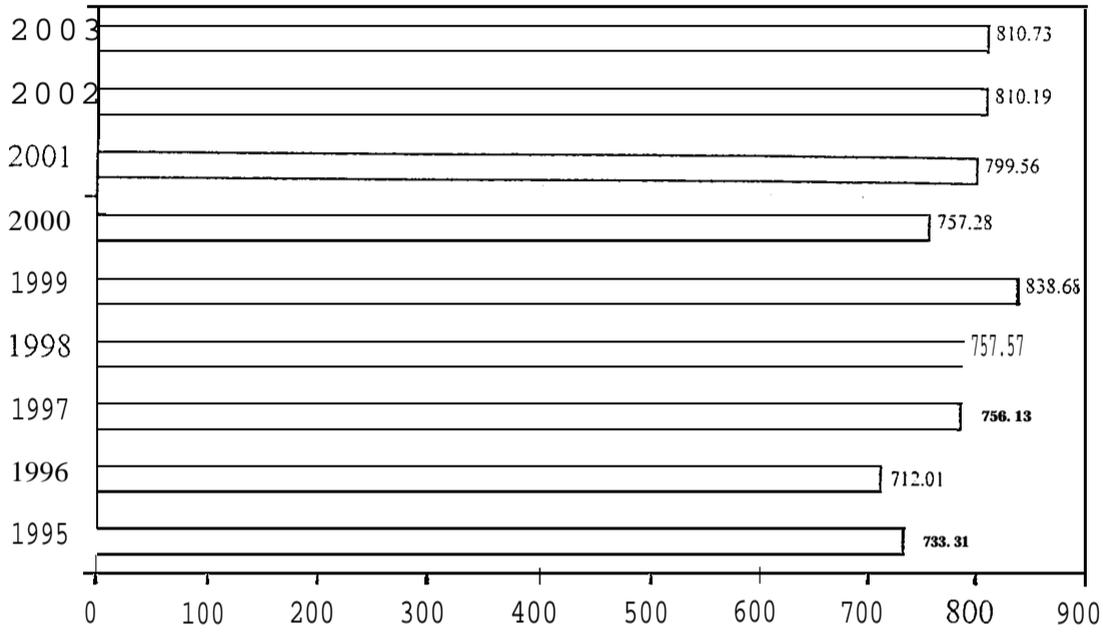
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Vehicle Service Hours per Full-Time Equivalent Employee

This performance indicator measures the SCMTD's labor efficiency. A full-time equivalent employee (FTE) is 2,000 annual person-hours. The following graph depicts this ratio during the nine-year period,

Figure 7
Vehicle Service Hours per Full-Time Equivalent Employee



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

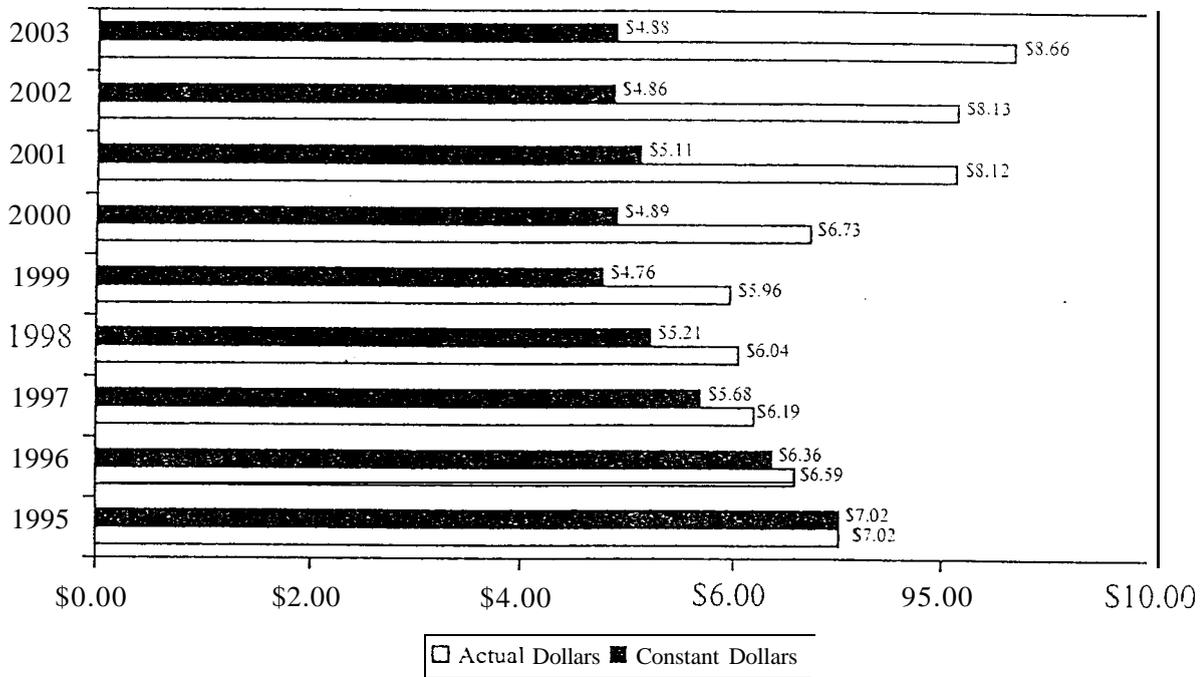
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Operating Cost per Vehicle Service Mile

This performance indicator measures the SCMTD's efficiency. The following graph depicts the ratio for the nine-year period.

Figure S
Operating Cost per Vehicle Service Mile



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

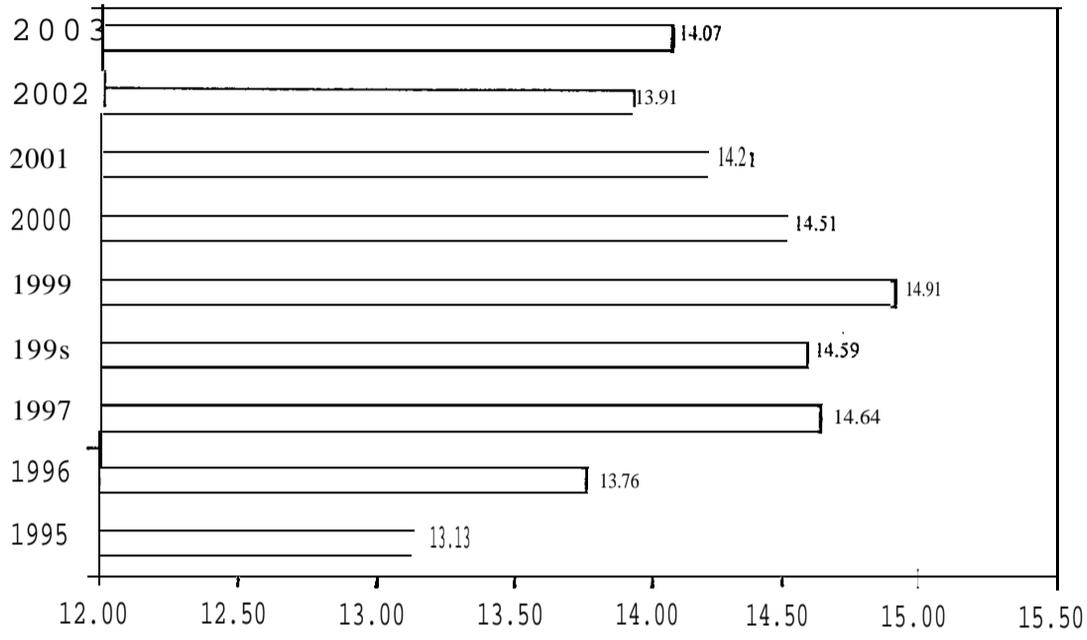
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Vehicle Service Miles per Vehicle Service Hour

This performance indicator measures the SCMTD's operational efficiency of its transit vehicles. The following graph depicts the ratio for the nine-year period.

Figure 9
Vehicle Service Miles per Vehicle Service Hour



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

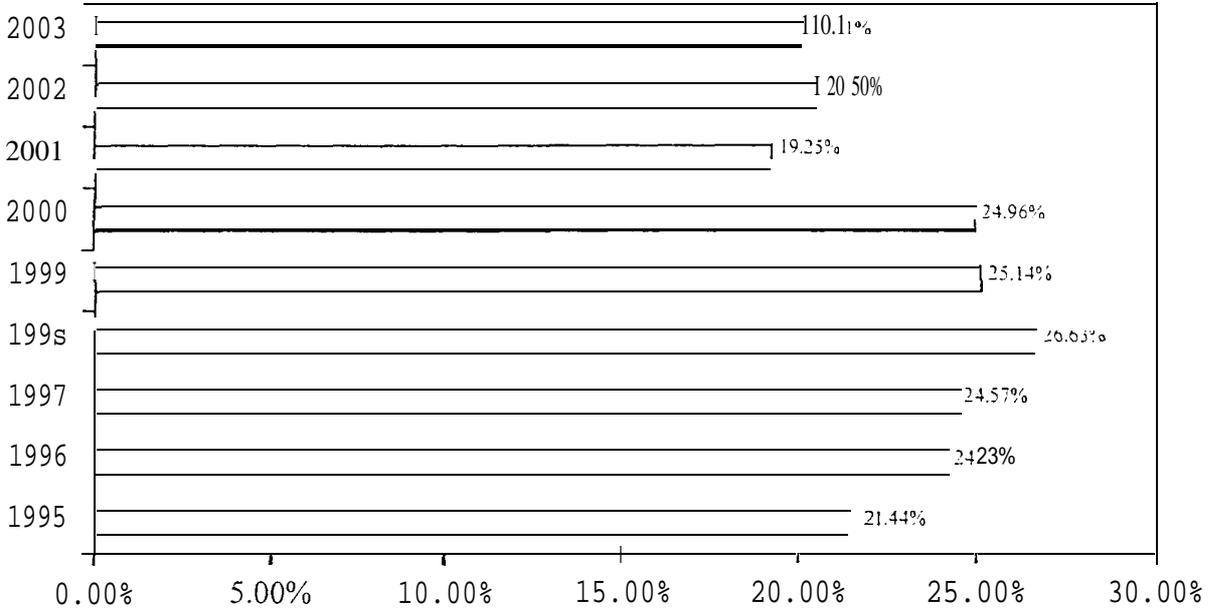
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Farebox Recovery Ratio

This performance indicator measures the SCMTD's ability to collect fares in relation to its operating costs. The following graph depicts the ratio for- the nine-year period.

Figure 10
Farebox Recover? Ratio



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

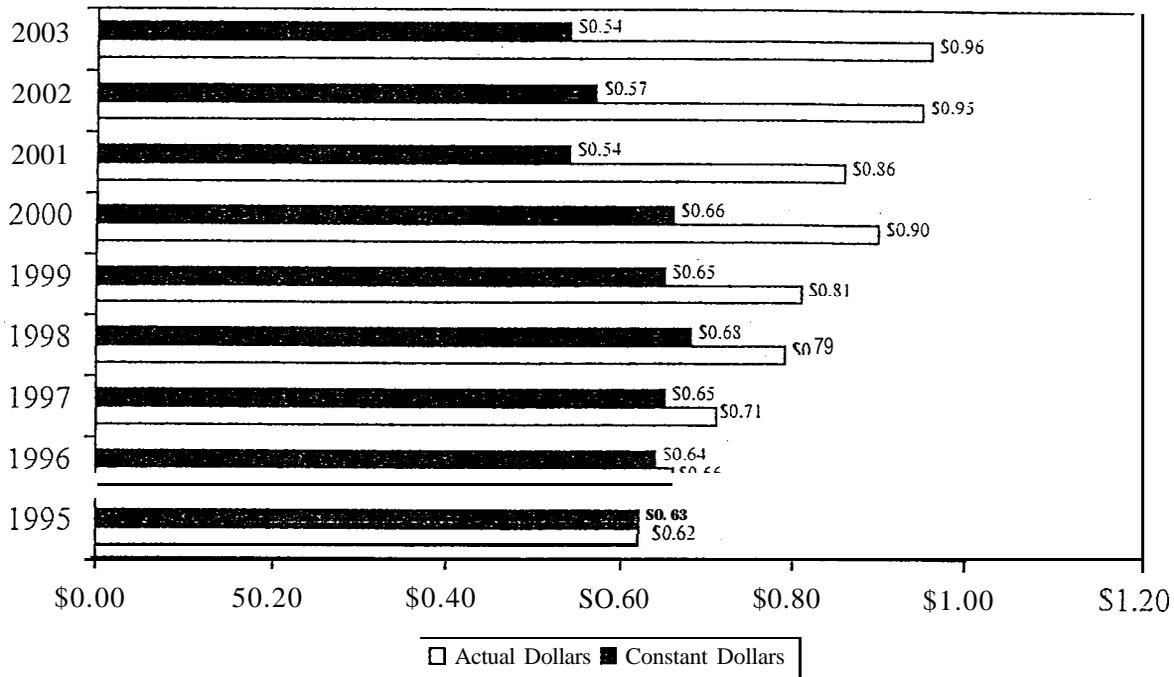
AUDIT RESULTS (CONTINUED)

ANALYSIS OF PERFORMANCE INDICATORS (CONTINUED)

Average Passenger Fare

This performance indicator measures the average passenger fare collected per rider. The following graph depicts the ratio for the nine-year period.

Figure 11
Average Passenger Fare



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDER AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE METRO BASE PROJECT.

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Harris and Associates to provide construction management services for the MetroBase project.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified construction management firms for the MetroBase project.
- Seven firms submitted proposals for the District's review.
- A five-member evaluation committee comprised of District staff reviewed and evaluated the proposals according to the evaluation criteria contained in the request for proposals.
- Based on the evaluation scoring, the top three firms were interviewed.
- Following the interviews, the firms were given a ranking.
- On February 27, 2004, the Board approved the rankings and directed District staff to enter into negotiations with the number one ranked firm.
- District staff has conducted contract negotiations with the top ranked firm and recommends that the Board authorize the General Manager to enter into a contract with Harris and Associates to provide construction management services for the MetroBase project.

III. DISCUSSION

The District requires the services of a construction manager for the management of the construction, commissioning and move-in of the new facility and improvements to the District's multi-phased MetroBase project. Activities will include pre-construction project management; construction management; quality control inspection; testing coordination; and administration of the construction contract including management of the project schedule, change orders and similar project requirements. Under the direction of the District, the construction manager shall also act as the District's representative with regulatory agencies during the pre-construction

project phase, to the successful General Contractor, and to the project architect throughout all phases of project design and construction.

On November 12, 2003 District Request for Proposal No. 03-04, was mailed to over fifty firms and was legally advertised. On December 22, 2003, proposals were received and opened from seven firms. A six-member evaluation committee comprised of: Leslie White, General Manager; Mark Dorfman, Assistant General Manager; Bob Scott, retired construction manager; Chuck Boxwell, RNL Design; and Chris Schneider, Assistant Public Works Director of City of Santa Cruz reviewed and evaluated the proposals.

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

Criteria	Priority
Project approach, work program and quality assurance program	1
Demonstrated understanding of project requirements and potential problem areas	2
Contractor's qualifications and recent experience in transportation engineering and construction management	3
Quality of relevant experience of contractor's key staff including project manager and assigned staff	4
Overall quality and responsiveness/completeness of submittal	5

Based on the above criteria, the selection committee invited the top three ranked firms for interviews by the evaluation committee. On February 12, 2004, interviews were conducted with these three firms. Following the completion of the interviews, the evaluation committee ranked the firms. On February 27, 2004, the Board approved the rankings and directed District staff to enter into negotiations with the number one ranked firm.

District staff has conducted extensive contract negotiations with Harris and Associates and recommends that the Board authorize the General Manager to enter into a contract with Harris and Associates to provide construction management services for the MetroBase project for an amount not to exceed \$1,049,975.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the MetroBase Capital Budget for this contract.

V. ATTACHMENTS

Attachment A: Contract with Harris & Associates

NOTE: The RFP and its Exhibits and Addendums are available for review by the public at the Administration Office of METRO or online at www.scmtd.com

**CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR METROBASE (03-04)**

THIS CONTRACT is made effective on July 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and HARRIS AND ASSOCIATES ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Construction Management Services for MetroBase

District has the need for Construction Management Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2003, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Construction Management Services for MetroBase and whose principal place of business is 120 Mason Circle, Concord, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Construction Management Services for MetroBase, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On April 23, 2004, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Construction Management Services for MetroBase described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2003 including Addendum No. 1 dated December 12, 2003.

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

Contractor's Proposal to the District for Construction Management Services for MetroBase signed by Contractor and dated December 22, 2003.

C. Exhibit "C"

Contractor's Construction Management Fee Estimate, Revision 5, dated June 8, 2004.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2003.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2003.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a two-year period or until completion of construction of the MetroBase project and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$1,049,975 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Harris and Associates
120 Mason Circle
Concord CA 94520-1214
Attention: Brian A. Danley
Vice President

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
HARRIS AND ASSOCIATES

By _____
Brian A. Danley, P.E.
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

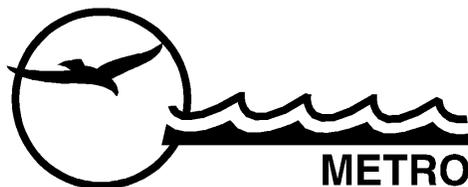
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP) for Construction Management Services for MetroBase

District RFP NO. 03-04

Date Issued: November 12, 2003

Proposal Deadline: 5:00 P.M., December 22, 2003



Contents of this RFP

- I. Instructions to Offerors
- II. General Information Form
- III. Specifications
- IV. General Conditions of the Contract
- V. Contract for Construction Management Services
For MetroBase
- VI. FTA Requirements for Non-Construction Contracts
- VII. Protest Procedure

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 unbound original and 5 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

PART II

GENERAL INFORMATION FORM

(To be completed by the offeror and placed at the front of your proposal)

CONSTRUCTION MANAGEMENT SERVICES FOR METROBASE

Legal Name of Firm _____
Date

Firm's Address

Telephone Number _____
FAX Number

Type of Organization (Partnership, Corporation, etc.) _____
Tax ID Number

Name of Principal-in-Charge and Title

Signature of Authorized Principal

Name of Project Manager and Title

Name, Title and Phone Number of Person To Whom Correspondence Should be Directed

Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

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

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals.

Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

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

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR METROBASE

I. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) requires the services of a construction management consultant (CMC) for the management of the construction, commissioning and move-in of the new facility and improvements to the District's Operations and Maintenance facilities. This project shall be referred to as 'MetroBase'. This work is funded primarily by Federal, State and local funds.

The Santa Cruz Metropolitan Transit District ("District") is the sole public transit operator in Santa Cruz County with a fleet of 104 buses and operates 42 routes. Services are also operated for the District under contracts with private transportation companies. Its service area is the entire county, an area of 441 square miles, with a population estimate of over 254,538 (according to a 2001 estimate by the U.S. Census Bureau) The District was formed in 1968 and is a political subdivision of the State of California.

Due to the District's continued success, it has determined that it is necessary and appropriate to construct a multi-phased new and expanded Operations and Maintenance Facility (MetroBase). The District currently operates out of seven (7) different facilities. The District has recently approved an Environmental Impact Report (EIR) and will be purchasing land adjoining its existing facilities in Santa Cruz as sites for the MetroBase Facilities, which will house the District's Fleet Maintenance and Operations departments. These facilities will be designed for a capacity of approximately 98 buses, and are intended to provide the District with cost savings and managerial efficiencies.

The District has entered into a contract with RNL Design of Los Angeles, California to provide architectural and engineering services for the design of the MetroBase project. The purpose of this request for proposals is to establish a contract with a qualified individual or firm (Contractor) to perform construction management services for the multi-phased MetroBase project. The successful CMC will be selected through an open, competitive, qualifications-based process. Compensation will be negotiated with the firm selected by the District as the most qualified to perform work under the terms and condition of the agreement.

II. PROJECT BACKGROUND

The Santa Cruz Metropolitan Transit District invites proposals and qualification statements from Contractors to provide construction management and related project development services for the District's MetroBase project. The successful contractor selected by the District will be responsible for acting on the District's behalf as the District representative in the overall management and inspection of the work of the other MetroBase contractors. The CMC's activities will include pre-construction project management, construction management, quality control inspection, testing coordination, and administration of the construction contract, including management of the project schedule, change orders and similar project requirements..

III. CONTRACTOR'S SCOPE OF SERVICES

Under the direction of the District, the successful CMC shall act as the District's representative during design review and with regulatory agencies during the pre-construction project phase, to the successful General Contractor, and to the project architect throughout all phases of project design and construction. In this capacity, the CMC shall be responsible for providing the services listed herein, as well as all other services normally associated with project development and construction administration. These services constitute the CMC's minimum requirements in fulfillment of the pre-construction project development

and construction management duties, and the District reserves the right to require additional contractor services within the bounds of normal construction management activities.

A. Pre-construction Project Management

Contractor shall be responsible for pre-construction project management including the specific duties listed below:

- Represent District during design review, permit processing and approvals, and with other regulatory agencies in obtaining project permits and clearances for construction.
- Coordinate and monitor the work of contractors hired by the District to perform pre-construction contracts (environmental, asbestos removal, land acquisition, engineering and design services, etc.)

B. Procurement of Construction Contracting Services

- Coordinate and manage the public bidding process on behalf of the District in order to procure a responsive and responsible General Contractor for the construction of the project.
- Recommend to the District bidding and procurement strategies for the project to match the District's funding and schedule requirements.

C. Quality Control Inspection

Contractor shall make continuous on-site inspections to check the quality and quantity of the work performed by all trades and guard the District against defects and deficiencies in the work of the General Contractor. As necessary, contractor shall inspect construction means, methods, techniques and sequences and bring any observed defect, deficiency or deviation from the plans and specifications to the attention of the project architect/design engineer retained by the District, and to carry the liability for project management, design modifications and compliance with the contract documents.

In addition, Contractor shall:

- Assist District in selecting material testing agencies.
- Coordinate and monitor all material testing and results.
- Coordinate required City/County code inspections.
- Confirm that materials delivered to job site conform to approved submittals.
- Represent the District during regularly scheduled site meetings with the contractor and/or architect/design engineer.

C. Administration of Contract Change Orders

Contractor shall prepare change orders in accordance with standard procedures and the steps listed below:

- Obtain plans, specifications, and quotations from contractor for architect/design engineer review and District approval.
- Negotiate on behalf of the District, the cost and schedule impact of change orders.
- Provide written explanation of changes before District approval
- Prepare change order for District approval
- Document all no-cost changes
- Provide monthly accounting of change order costs and contingency balance.
- Coordinate owner-requested changes to become contract change orders.
- Coordinate architect's Extra Service Work on District's behalf.
- Maintain project expenditures budget on an accrual basis.

D. Project Management

Contractor shall be responsible for project management including the specific duties listed below:

- Review weekly statements of working days from the General Contractor
- Provide monthly status-of-construction reports for District review including photos documenting all aspects of the work in various stages
- Monitor General Contractor's progress schedule and suggest adjustments to schedule when required.
- Monitor and coordinate the General Contractor's phasing plan and work-around plan.
- Verify General Contractor's monthly payment request
- Prepare monthly payment request in cooperation with General Contractor
- Inspect General Contractor's and subcontractor's certified payroll records for compliance to prevailing wage requirements
- Issue written field orders to the General Contractor authorizing changes before formal approval of change orders following the process described in Section C, when verbally approved by District
- Ensure coordination of utility connections through General Contractor
- Assist District and/or architect in final inspection
- Coordinate and insure compliance with the required commissioning of the facility.
- Coordinate the required moves by the District in conformance with the phasing of the project.

E. Other Responsibilities as Noted in the Contract Documents

In addition to the duties outlined above, contractor shall be required to meet all other provisions of the Contract Documents enclosed as part of this Request for Proposal package.

IV. KNOWLEDGE AND ABILITIES

The District will be considering the individual or firm's knowledge and abilities in the following areas when reviewing proposals:

A. Knowledge

1. Working knowledge of contract administration, including the legal relationship between owner, architect, contractor, subcontractor, and consultants.
2. Working knowledge of construction methods and techniques for wood, steel, masonry, reinforced concrete and other materials typically associated with this type of facility.
3. Working knowledge of maintenance, fueling, washing, fuel management and associated equipment and systems typical of an Operations and Maintenance Facility.
4. Working knowledge of construction methods and techniques for electrical and mechanical systems, including air conditioning, plumbing, audio and security systems, building systems controls, irrigation and landscaping.
5. Working knowledge of value engineering techniques and processes.
6. Working knowledge of construction cost estimating techniques and current construction cost trends.
7. Working knowledge of the Americans with Disabilities Act (ADA), California Building Codes including accessibility requirements, CAL-OSHA building construction regulations, and other pertinent safety rules.

B. Abilities

1. Provide demonstrated ability to develop and maintain an effective system of tracking contractor originated requests, clarifications, submittals, change orders, etc., during construction.
2. Demonstrated ability to develop and maintain an effective working relationship with the contractor, architect, engineers and representatives from the District to create a project "team".
3. Ability to represent the District in difficult situations with contractor or architect when necessary.
4. Read and interpret detailed building and engineering plans and specifications.

5. Understand, interpret, and enforce compliance with plans, specifications, schedules and contract documents.
6. Ability to prepare and maintain project schedules using industry standard scheduling software.
7. Ability to provide detail review and analysis of the architect's cost estimates.
8. Develop and maintain necessary spreadsheets and databases.
9. Communicate orally and in writing to clearly represent progress of the project and the necessity for appropriate changes to the District.
10. Perform basic mathematical functions including calculations of geometric area in order to verify costs for change orders.
11. Prepare and maintain accurate project files for contract administration.
12. Ability of firm principal or approved lead staff person assigned to this project to meet with District and respond to District needs and concerns.
13. Ability to demonstrate knowledge sufficient to achieve International Conference of Building Officials (I.C.B.O.) certification for building, mechanical, electrical, and plumbing inspection.
14. Identify safety hazards or construction problems of work in progress and initiate appropriate changes to enforce compliance with plans and specifications. The responsibility for site safety hazards will rest with the General Contractor. Though this will not be a required service for the construction manager, the construction manager must be able to recognize hazards, to inform the General Contractor, and to enforce compliance with the approved safety plan.
15. Ability and demonstrated experience in the commissioning of buildings and the LEED certification process.

V. PROPOSAL REQUIREMENTS

A. Minimum Proposal Requirements

1. Contractor's Experience and Qualifications - -This section should provide a summary description of the contractor's overall qualifications for this project and previous experience on projects of similar scope, size, complexity and of a multi-phased, multiple move, work-around nature or related engagements. A summary of the financial stability of the contractor should be provided.
2. Understanding of the Scope of Work -- This section should include a brief narrative introducing the contractor's understanding of the work required. The contents of this section are to be determined by the particular respondent, but should demonstrate the understanding of the scope of work.
3. Project Personnel -- The prospective Contractor shall describe the qualifications of all professional personnel assigned to this project, including a summary of similar work or studies and a resume for each professional, and the time dedicated to this project during each phase.. The selected Contractor shall not substitute members of the project team during the term of the contract without prior approval of the District.
4. References -- The prospective Contractor shall provide names, addresses and telephone numbers for at least three clients for whom he/she has performed construction management projects similar in nature and complexity to that proposed in this RFP. A summary statement for each project shall be provided.
5. Subcontractors -- For all subcontractors to be used, the prospective Contractor must submit three references for each subcontractor. The District must approve all subcontractors, and no work may be subcontracted without prior approval of the District.
6. Insurance -- The District requires minimum levels of insurance as specified in Part IV of the RFP. Contractor shall provide a listing of current levels of coverage.

7. Conflict of Interest -- The prospective Contractor shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The prospective Contractor shall also list current clients who may have a financial interest in the outcome of the work.
8. Professional Services Agreement -- Contractor's proposal shall be based on the requirements set forth in the "Professional Services Agreement" included in this RFP. The final agreement between the District and Contractor shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
9. Signature -- The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period.
10. Past, Present and Pending Legal Actions -- Offeror shall list all subject legal actions, including parties and outcome(s).
11. Fee Proposal – Provide a Fee Proposal **IN A SEPARATELY SEALED ENVELOPE MARKED “FEE PROPOSAL”**. The Fee Proposal should reflect your proposed Scope of Services. The Fee Proposal must include estimated personnel hours and the hourly rates for each member of Contractor’s proposed team. Fees must be broken down into the different phases of the project. List separately the estimated cost to contract with the necessary testing laboratories or firms for this project. List separately the cost for providing and maintaining a fully self-contained field office for the full duration of the project.

B. Proposal Submittal

One original unbound proposal and five copies must be received no later than 5:00 p.m., December 22, 2003 to the District’s Purchasing Division, 120 Dubois Street, Santa Cruz, CA 95060. Proposals must be clearly marked:

"Proposal to Provide Construction Management Services for MetroBase
(Proposal Date: December 22, 2003)"

C. Modification or withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the offeror. To be considered, however, the modified proposal must be received by the date by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued by the District’s Purchasing Office are authorized and binding.

D. Rejection of Proposals

Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities.

The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

VI. PROPOSAL EVALUATION CRITERIA AND SELECTION PROCEDURES

- A. Selection of the successful contractor will be based on information provided in response to the RFP and a variety of qualifications-related criteria, including information provided by contractor's clients for whom work of a similar nature has been done, evaluation of proposals according to District-specified criteria, evaluation of presentations following the submission of proposals, and consideration of any exceptions taken to District's proposed contract terms and conditions.
- B. This procurement is a competitive, qualifications-based procurement for construction management services. The District will evaluate the qualifications of those Contractors submitting proposals, and the most qualified contractor will be selected by an evaluation committee comprised of District Staff.
- C. Proposals submitted by each offeror shall be evaluated separately based on how well each proposal meets the criteria listed below. Selection will be based on both written proposals and oral presentations.

Proposal Evaluation Scoring

1. Contractor's qualifications and recent experience in transportation engineering and construction management. **20 Points Possible**
 2. Quality of relevant experience of contractor's key staff including project manager and assigned staff **20 Points Possible**
 3. Demonstrated understanding of project requirements and potential problem areas **25 Points Possible**
 4. Project approach, work program and quality assurance program **25 Points Possible**
 5. Overall quality and responsiveness/completeness of submittal **10 Points Possible**
- D. Based on the results of the evaluation scoring of the proposals received a "short list" of three to five firms will selected for interview. The evaluation committee will conduct interviews.

VII. PROJECT SCHEDULE.

The anticipated schedule of activities related to this RFP is as follows:

Distribution of RFP	Wednesday, November 12, 2003
Pre-proposal Conference	Friday, November 21, 2003, 2:00 p.m.
Deadline for submission of written questions/request for addenda	Monday, December 1, 2003
District response and/or addenda issued	Monday, December 8, 2003
Proposal Submittal Deadline	Monday, December 22, 2003, 5:00 p.m.
Oral Interviews/Contractor Selection	Monday, January 5, 2004
Contractor Contract Negotiation Completion	Tuesday, January 6, 2004
Board Approval of Contract	Friday, January 23, 2004
Notice to Proceed	Monday, January 26, 2004

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR METROBASE (03-04)

THIS CONTRACT is made effective on _____, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Construction Management Services for MetroBase

District has the need for Construction Management Services for MetroBase. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2003, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

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

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Construction Management Services for MetroBase described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2003

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

Contractor's Proposal to the District for Construction Management Services for MetroBase signed by Contractor and dated December 22, 2003.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2003.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2003.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security

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

9.5 Subcontracts

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

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

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

A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal which does not include the certificate shall be considered non-responsive.

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

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

In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of subagreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts) If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

- (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1D Third Party Contracting Guidelines dated April 15, 1996 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this proposal package (RFP) must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Proposer is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1D. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
211 Main Street, Suite 1160
San Francisco, CA 94105

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 03-04

CONSTRUCTION MANAGEMENT SERVICES FOR METROBASE

December 12, 2003

Receipt of this Addendum No. 1 shall be acknowledged in the RFP. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

1. Attachment No. 1 is a transcript of the pre-proposal meeting that was held on Friday, November 21, 2003.
2. Attachment No. 2 is a list of all questions received with answers
3. Attachment No. 3 is a list of all firms attending the pre-proposal meeting.
4. Attachment No. 4 is the list of all firms that currently retain a copy of this RFP.
5. Attachment No. 5 is the current architect's schedule.
6. At the pre-proposal meeting, a question was raised if the District had a Disadvantaged Business Enterprise (DBE) participation goal. The DBE participation goal for this project is 10%. There is a website to help locate certified DBE firms at the State of California Caltrans Civil Rights Division. The address for this web site is:

<http://troe.dot.ca.gov/civilrights/dbe.htm>
7. The proposal due date has been extended to Wednesday, December 24, 2003, 5:00 pm.

Lloyd Longnecker
District Buyer

Attachment No. 1

Minutes of the Pre-Proposal Meeting for District RFP No. 03-04, Construction Management Services for MetroBase

This pre-proposal meeting today is to discuss the requirements of and to provide answers to any questions regarding the RFP for construction management services for the District's MetroBase project. My name is Lloyd Longnecker and I am the District Buyer. This is Mark Dorfman, the District's Assistant General Manager. I will remind you of the project schedule that requires any written questions or request for addenda to be received by the District by 5:00 pm on Monday, December 1, 2003. Questions may be sent by fax or email. The District will respond by mailing an addendum to the RFP by Monday, December 8th. All submitted proposals must be received by 5:00 pm on December 22nd. Mr. Dorfman will now provide an overview of the MetroBase project.

The MetroBase project is the acquisition of two properties by the District to allow for the construction of a new maintenance building on one lot and the construction of a new operations building and fueling station on the second lot. Essentially we are taking the Tool Shed site over, what it looks like, we are still in preliminary design, the operations building will come down, a new wash and fueling area will be built on the side, with a new operations building will be put up on that site. In the area of maintenance, the vacant lot by minor maintenance as well as Surf City Produce those two properties will be taken and then the maintenance facility a piece of it will be tore down and then built on to provide us with the ability to do our maintenance. So it is going to be a challenging project, one financially and two it is going to be built while we operate. So it is going to be phased and some how we have to continue operating out of the facilities at the same time. The architect on the project is RNL Design of Los Angeles and they are using some local sub contractors. They are using Fleet Maintenance Consultants out of Houston. Any questions?

1. Question: Will there be any demolition required?

Answer: The operations building will be demolished. If everything keeps to schedule a piece of the minor maintenance building will be demolished.

2. Question: Prior to the construction project?

Answer: No, this will be part of the construction project, part of the scope of work.

3. Question: Are you expecting two separate construction contracts for demolition?

Answer: One contract

4. Question: What percentage is the design at now?

Answer: We have had three design charettes and are now at the point of massing models. It is very early.

5. Question: The pre-construction services you are discussing will allow the construction manager (CM) to come on to the project early on.

Answer: Early on, that is the intent.

6. Question: Will the architect be establishing a facilities or some sort of opportunity up here, local?

Answer: They are currently using office space in our offices. They are more or less on-site.

7. Question: Can we take a look at the drawings?

Answer: At this point, it is still preliminary. We don't have anything yet. I might have something soon but not yet.

8. Question: What is the estimate total project value?

Answer: Right now, and even this is going to be revised, phase one construction is 18.9 million.

9. Question: How many phases are there?

Answer: Phase one is the project as I have just described it. Phase two takes it from 98 buses to 150 or 175 buses but that is not part of this project. We have no funding for that, but the building will be designed in such a way so that it can be expanded.

10. Question: What is your tentative schedule?

Answer: We will get you a copy of the architect's schedule and send that out.

11. Question: Is this a FTA project?

Answer: Yes, FTA funded project.

12. Question: Is all the funding secured for this project?

Answer: We are probably going to have to engineer some out of it, I think we are a little short. It will be bid in such a way as there will be add and deletes because we may not be able to afford everything at time of letting of the contract. There are two parts of this project that have to open first that are critical.

13. Question: So it is a phased building?

Answer: Yes because we are operating, so you are going to be building and we are going to be moving as you build. The first part is the fueling capability. By January 2005 every time an engine goes down on our existing diesel buses we are committed to replace it with alternative fuel engines. We currently have nine alternative fueled buses. They are fueled at our facility with a slow fill fueling station. We have ten ports and nine buses. Clearly we do not have a lot of capacity. First part of this project is the fueling and servicing area and that will be a LCNG project. We will take delivery and store on site LCNG and convert it to CNG on site. The second part is the maintenance facility so that we can main these buses. Those two things have to be the first open parts of the project and is being designed just that way.

14. Question: The second part is an expansion of the existing building?

Answer: Well, actually they are going to build a stand-alone building. They are going to leave the building that is there. They are going to demolish a piece of it and then connect to it and then you have an entire building.

15. Question: Do you know the anticipated duration of this phase?

Answer: We will provide you with the architect's schedule.

16. Question: What is going to happen to the existing building you are working out of?

Answer: The building we are in today is being rented and will be vacated as well as the office building located across the street.

17. Question: What is the relationship between the order of the CM firm and the architect in terms of the order of the hierarchy?

Answer: The CM works for us.

18. Question: In the terms of reporting?

Answer: The architect through the CM probably to us. The transit district will also be hiring a project manager for this project.

19. Question: On top of the project manager that you...

Answer: The project manager will be a District employee.

20. Question: As the district employer or is this be a personal service yet to be determined?

Answer: It may be a temporary employee.

21. Question: Are there any environmental issues in the areas that are to be demolished or acquired?

Answer: None that we are aware of. The sites that are going to be acquired are undergoing assessment right now but preliminary looks ok. We do not have the reports yet, but the preliminary looks all right.

22. Question: You said the duration would be provided?

Answer: The architect schedule will be provided. We are gearing up for the first part of the project by January 2005 and then obviously things will be come on but the schedule will tell us that from the architect this week.

23. Question: Will the District hold all the contracts with the architect, the CM, and the general contractor?

Answer: Yes

24. Question: Will you have a pre-qualification for the contractors or is it just open?

Answer: There will probably be a pre-qualification process. Public sector bidding you are left with low bid so you do not have a lot of choice so there will probably be a pre-qualification process to ensure that we get good firms, especially in this climate.

25. Question: With regards to the construction phase, many districts have a certain ordinance where a delegated authority from the general manager to certain staff for change orders.
Answer: We will probably at the award of the contract time put in place either a percentage or dollar amount that the general manager...
26. Question: At the Board's ...
Answer: The Board will set it up at the time of the contract to delegate a certain amount of authority to the general manager or his designee and then we would proceed and be able to make administrative changes, subject to that cap, and then we would report back to the Board on a regular basis so they can still see every change. Some of the changes will be after the fact and major changes will go to the Board.
27. Question: Does the general manager have authority to sub delegate that at a lesser level?
Answer: We are not that big of an agency where that is a problem.
28. Question: The sample contract provided in the RFP is a one-year term, so is the intent every year to renew?
Answer: It would be renewed or there would be language that would say until completion of project or something like that.
29. Question: Would the CM and the general manager do the bid process...
Answer: Assist in the process, we cannot delegate the process.
30. Question: Assist in the assembling the packages and conducting the pre-bid.
Answer: That would be technical assistance.
31. Question: Are you expecting the CM to bring a full team?
Answer: It doesn't have to. It could be a single person or it could be a whole team.
32. Question: Do you want the firm or individual to take care of surveying also during the construction phase?
Answer: No, I don't believe that you have to do surveying, no.
33. Question: Are all the proposals to fall into the guidelines and the associated grading which you have set into the RFP?
Answer: The grading of the proposals?
34. Question: So that all proposals must follow that format and the grading...
Answer: Yes, the grading is what we do.
35. Question: Whether you are one man or ten men the grading will take precedence over the proposal.
Answer: Yes
36. Question: Other than the project manager, do you intend to hire any inspectors?
Answer: No, we contract that out. We are a self-permitting authority. We will hire the city to do a lot of our inspections and things but they will report to us. We do not need permits from the city.
37. Question: The city will be contracted to do special inspections and material testing as well?
Answer: No, we will be issuing those contracts.
38. Question: Do you not expect the CM to be doing the quality inspection in the field?
Answer: Just general inspections, yes but you are not doing soils testing.
39. Question: You might want to clarify because it says continuous on-site inspections, shall inspect construction means, methods, techniques and sequences, that means that someone is pretty much there all the time.
Answer: Yes
40. Question: But that is observation and not actually providing the building inspection for code compliance.
Answer: Absolutely not.
41. Question: It looks as though it is full-time?
Answer: Yes
42. Question: Does the design phase go through January 2005?

Answer: No, the design phase may be completed before that, I said that we have to have that open January 2005.

43. Question: Are the architects proceeding under the lead guidelines?

Answer: Yes

44. Question: Do you have a standard you are trying to meet, goals?

Answer: I believe they are just starting that.

45. Question: Are public relation requirements, public outreach

Answer: You would be support if the District does outreach. If we decide to do a community meeting you are expected to be there.

46. Question: Any mitigation majors or environmental issues?

Answer: We have an EIR.

47. Question: Does RNL have under their scope design support during construction?

Answer: Yes

48. Question: Since the District is consolidating their facilities and maintenance of the equipment, will the District be commissioning of new equipment to match existing equipment?

Answer: The contract will be include some new equipment in the maintenance area. Part of it will be looking at existing equipment and determining what can be moved and reused, and what needs to be new.

49. Question: Will surveying this work be required on this contract?

Answer: No, that is being done by the architects. That is not part of this contract. There will be a bid that is let for construction and equipment for this new facility.

50. Question: Will there be other furnished equipment?

Answer: There will be some equipment that we have that will be moved.

51. Question: What about new?

Answer: The new equipment will be bid as part of the project. For example, drill presses and things like that, will be specified in the construction of the building.

52. Question: In projects with a real long lead, sometimes the owners do a separate contract.

Answer: No. This is going to be move-in day.

53. Question: Does the District have a QAB plan? Would that be a requirement of the consultant to develop something?

Answer: That would be developed as part of this in terms of following. We are not that big of an agency that would have that. We do major construction projects once every twenty years or so, not like VTA that is doing them all the time.

54. Question: When do you expect the design to be complete?

Answer: When we pass out the minutes you will get a copy of the schedule.

55. Question: Will we also get a copy of the attendance sheet?

Answer: Yes, I will also provide a copy of the mailing list.

56. Question: Will this be mailed or faxed?

Answer: I will send the information out as an addendum via the mail.

57. Question: Are you looking for any specific experience or are you looking for a firm with...

Answer: The evaluation criteria is what is in there.

58. Question: Are there any right of way issues?

Answer: We are in the process of finalizing appraisals on the properties to be acquired. The three properties involve two owners and three businesses that need to be relocated. We are working with a contract with the City Redevelopment department to do that. They are doing that as we speak.

59. Question: How are the community and the neighborhood feeling about the project?

Answer: We are already there. They may not like us there but we were there before they were probably and we have run out of options.

60. Question: Right or wrong please, during construction the CM has more leverage than your design team.

Answer: The most leverage is going to be the District. We will obviously sit down on the front end and work a lot of it out. We are the arbiter.

61. Question: Do you have a DBE goal you are trying to meet?

Answer: We will address that in the addendum.

There is a DBE Participation goal of 10% for this contract.

62. Question: Do you want the CM to assist in allocation of your special inspections, do you want the CM to develop procedures to acquire special inspectors, like where ever you have any structural inspection, concrete reinforcement, anything that you would ask the CM to help you put together the package that goes out?

Answer: Do you mean get firms?

Question: Yes

Answer: Possibly

63. Question: As far as the selection process, will FTA be involved?

Answer: FTA will not be involved with the selection process. That will be a local decision. We may have outside people sit in on it.

64. Question: Will the outside people possibly be from the RDA, or from the city, or the architect team?

Answer: It could involve people from other transits, the architect team, it could be all sorts of folks.

65. Question: Are you expecting to short listing.

Answer: That is probably the process we will use. Whittle it down to a manageable group and then a series of interviews.

66. Question: Will the District be providing facilities within the existing facilities over there for us to work out of or are you going to ask us to provide for a trailer for onsite presence?

Answer: Once construction begins we might require through the construction contract space. Right now we are pretty tight. We will see what we can work out.

67. Question: For the purposes of this proposal, should we assume that we will be providing our own office space or trailer facilities?

Answer: We will give you some guidance on that.

As part of the project, the General Contractor will be required to provide a trailer for the owner's use. Prior to construction beginning, the CM firm will be expected to provide their own office space.

68. Question: What is the schedule for getting out the minutes of this meeting?

Answer: According to the schedule that would be December 8th. That will be the first addendum. That will be a response to any questions posed here.

69. Question: And that will include the sign up sheet.

Answer: If you have to have it sooner, email me and I will send it to you.

70. Question: Regarding the cost proposal that will be submitted in a sealed envelope, you have not asked for a multiplier or a break down of the multiplier. Are you asking for FAR (Federal Acquisition Regulations) regulated rates or does it matter. Is the overhead rate going to be an audited according to FARs?

Answer: It should be.

71. Question: It could be audited but if it is FAR regulated then it could have different numbers.

Answer: We will clarify it.

This project is FTA funded and as such must comply with any and all applicable guidelines.

END OF MEETING

Attachment No. 2

Written questions received for District RFP No. 03-04, Construction Management Services for MetroBase

1. Question: Will there be any liquidated or consequential damages for delays assessed on the firm in the CM role? If so, what is the cap? This is unusual in a traditional CM role.

Answer: Other than to perform contractual duties it is not anticipated that liquidated damages will be utilized.

2. Question: How does the contract address delays? And how will the CM be compensated if and when a delay occurs where he is not at fault?

Answer: Part IV General Conditions of the Contract: Contractor is not entitled to damages, compensation, or reimbursement from the District for losses resulting from any "force majeure" event.

For any non force majeure delay for which the CM is not at fault, District will negotiate with the CM at the time of notice of a delay.

3. Question: Part III-1: In the introduction of the District's proposal, the project is referred to as a "multi-phased project". It would be appreciated if further elaboration were provided as to how many phases are envisioned for the project and their respective durations.

Answer: It is too early to provide details. Refer to attachment 1, question 9 for additional discussion on phases of the MetroBase project.

4. Question: The contract terms list this commission as a one-year assignment with options for up to as many as four, one-year renewal options. Please provide further information as to the project schedule(s) and their respective phases.

Answer: It would be renewed or there would be language that would say until completion of project or something like that. See Attachment No. 5 for Architects current schedule.

5. Question: A separate fee proposal is requested at the time of submission of qualifications. Is the fee proposal to be based on the one-year "base term" of the contract, or should it be based on the duration(s) of the project(s), even is they cross over the one-year base term?

Answer: Refer to attachment 5 (Architect's schedule) and base your fees according to the schedule. Also provide a summary of the fee proposal summarized by year.

6. Question: What are the architect's design responsibilities? Are they required to design to a specified construction budget? Is the architect responsible for providing the District with an independent construction cost estimate?

Answer: Yes, they are required to design to a specified construction budget and will provide an independent construction cost estimate.

7. Question: Will there be any need for the Construction Manager to provide cost estimating, construct ability, value engineering or scheduling services during pre-construction? If so, should these services be part of the base fee proposal or listed as alternates?

Answer: Cost Estimating – alternate; Construct ability review – base; Value Engineering – alternate; Scheduling services for construction – base.

8. Question: What are the architect's responsibilities during contract administration, especially since they are from Los Angeles?

Answer: Architect (RNL Design) will be represented either directly or with their sub contractors who have local offices.

9. Question: What are the General Contractor's responsibilities for contract closeout? Will the Construction Manager be required to assist the District with contract closeout and commissioning of any systems? Should these services be part of the base fee and scope or listed as alternate/additional services?

Answer: GC responsibilities are yet to be determined. CM will be required for coordinating and scheduling only for closeout and commissioning of any systems.

Attachment No. 3
Pre-proposal Attendance List
Friday, November 21, 2003

RFP No. 03-04
Construction
Management Services
for MetroBase

Strategic Construction Management
350 Coral Street, Ste E
Santa Cruz CA 95060
David Robison & David Tanza
831-466-2765 fax 831-466-2776

David Bonino
3505 Putter Drive
Soquel Ca 95073
831-884-2327

Harris & Associates, Inc.
178 Second Street, Suite C
Gilroy CA 95020
Bill Little 408-842-5777
Fax 408-842-5758

RBF Consulting
500 Ygnacio Valley Road, Suite 270
Walnut Creek, CA 94596-3847
Frank Sana & Benga O Layomi
925-906-1460 fax 925-906-1465

Buettner Construction Management
P O Box 66854
Scotts Valley CA 95067-6854
Tony Buettner 831-461-1955
Fax 831-401-2755

Gannett Fleming, Inc.
5 Third Street, Ste 320
San Francisco CA 94103-3204
David S. Adams 415-760-0345
Fax 415-981-5336

Transmetrics Inc.
2155 So. Bascom Ave., Ste 214
Campbell CA 95008
Frans Lind 408-371-6800 fax 371-6900

The Allen Group
116 Natoma Street, Ste 200
San Francisco CA 94105
Geoff Neumayr 415-538-1830 fax 538-1837

Dabri, Inc.
1321 Palm Ave
Martinez CA 94553
Ajay Singh 925-313-9237 fax 313-9286

Swinerton Management & Consulting
260 Townsend Street
San Francisco CA 94107-1790
Myrna E. Wagner 415-421-2980
fax 984-1345

Bernards Bros.
154 Oak Creek Blvd.
Scotts Valley CA 95066
Andy LaCouture 831-252-0475
Fax 425-962-0963

Bovis Lend Lease
33 New Montgomery Street, Suite 220
San Francisco, California 94105
Jeff Clifton 415-512-0586
Fax 512-0589

**Attachment No. 4
Current RFP Mailing
List**

**RFP No. 03-04 Construction
Management Services for MetroBase**

A/E Consultants Information Network

April Hawkins
PO Box 417816
Sacramento CA 95841

Jacobs Civil Inc.
1100 N Glebe Road Ste 500
Arlington VA 22201

Anil Verma Associates
444 S Flower Street #1688
Los Angeles CA 90071

Bechtel Infrastructure Corporation
8180 Greenboro Drive, Ste 900
McLean VA 22102-3823

CH2M Hill
9191 S Jamaica Street
Englewood CO 90112

David Evans & Associates
2100 SW River Parkway
Portland OR 97201

DMJM+Harris
3800 Kilroy Airport Way #350
Long Beach CA 90806

E W Moon, Inc.
11311 Venice Blvd
Los Angeles CA 90066

Earth Tech
2101 Webster Street #1000
Oakland CA 94612-3060

Elcon Associates Inc.
12670 NW Barnes Road
Portland OR 97229

Gannett Fleming, Inc.
P O Box 67100
Harrisburg PA 17106-7100

Ron Price, CCM
Harris & Associates, Inc.
99 Pacific Street, Suite 200K
Monterey, Ca 93940

Hatch Mott MacDonald, Inc.
3825 Hopyard Road #240
Pleasanton CA 94588

HDR Engineering, Inc.
500-108th Avenue NE #1200
Bellevue WA 98004-5538

Jacobs Associates
500 Sansome Street #700
San Francisco CA 94111

Jacobs Civil Inc.
1100 N Glebe Road Ste 500
Arlington VA 22201

KJM & Associates, Ltd.
500-108th Avenue NE #1000
Bellevue WA 98004-5538

PGH Wong Engineering Inc.
256 Laguna Honda Blvd
San Francisco CA 94116

Transmeterics, Inc.
2155 S Bascom Ave #214
Campbell CA 95008

Stacy and Witbeck, Inc.
1320 Harbor Bay Parkway #240
Alameda CA 94502-6580

Strategic Construction Management
David Robison
350 Coral Street, Ste E
Santa Cruz CA 95060

Stevens & Associates Architects
Myles Stevens
855 Sansome Street
San Francisco CA 94111

Kleinfelder
James C. Fea
1970 Broadway, Ste. 710
Oakland CA 94612

KJM & Associates
Stephanie Johnson, Marketing Coord.
1390 Willow Pass Road, Suite 240
Concord CA 94520

~~Robert W. Scott, P.E.~~
115 Ponderosa Drive
Santa Cruz CA 95060
Retired and not interested.

Buettner Construction Management
P O Box 66854
Scotts Valley CA 95067-6854

RBF Consulting
500 Ygnacio Valley Road, Suite 270
Walnut Creek, CA 94596-3847
925-906-1460
925-906-1465 fax

Lorraine Delfin
Cooper Puggeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105
Tel (415) 543-6515 Fax (415) 543-6570

John Maloblocki
Kitchell CEM
1860 S. Bascom Ave, Ste 208
Campbell CA 95008
408-559-7002 fax 559-7414

Ajay Singh
Dabri, Inc.
1321 Palm Ave.
Martinez, CA 94553
Phone 925 313 9237 Fax 925 313 9286

Ninyo & Moore Geotechnical &
Environmental Sciences Consultants
675 Hegenberger Road, Suite 220
Oakland, California 94621

Brian Danley, PE
Harris & Associates
120 Mason Circle
Concord, CA 94520

Gannett Fleming, Inc.
5 Third St., Ste. 320
San Francisco, CA 94103-3204

Bernards Bros.
154 Oak Creek Blvd.
Scotts Valley CA 95066

Gateway Science & Engineering
300 N. Lake Street, Suite 320
Pasadena, California 91101

IMS Integrated Marketing Systems
945 Hornblend Street
Suite G
San Diego, CA 92109

Galen Heyder, AIA
JACOBS CIVIL, I N C .
1340 Treat Boulevard, Suite 208
Walnut Creek, CA 94596

Bovis Lend Lease
33 New Montgomery Street, Suite 220
San Francisco, California 94105

O'Connor Construction Management, Inc.
7011 Koll Center Parkway, Suite 250
Pleasanton, CA 94566

Swinerton Management & Consulting
Myrna E. Wagner
260 Townsend Street
San Francisco CA 94107-1790

Grace Sarmiento
Summit Associates
2300 Clayton Road, Suite 1380
Concord, CA 94520

Patricia Cantley, CPSM
Marketing Manager
Carter & Burgess, Inc.
1000 Broadway, Suite 612
Oakland, CA 94607

Sandy Bailey, Marketing Coordinator
3D/I
50 California Street, Suite 3150
San Francisco, CA 94111

Hoffman Associates, Inc.
237 Foothill Blvd.
San Luis Obispo, CA 93405

Guisselle Nunez
Director, Corporate Affairs
Transmetrics, Inc.
2155 S Bascom Ave. Ste. 214
Campbell, CA 95008

Mendoza & Associates
505 Beach Street, Suite 205
San Francisco, CA 94133

Craig S. Tucker Construction
Management
20 Rodger Way
Bonny Doon Ca 95060

Al Cornwell
CSW/Stuber-Stroeh
Engineering Group, Inc.
790 DeLong Ave.
Novato, CA 94945

BMR Construction Management
P.O. Box 222454
Carmel, California 93922-2454

O'Connor Construction Management, Inc.
19600 Fairchild Road, Suite 300
Irvine, California 92612-2511

Begur Consulting
6350 Greenfield Drive
Gilroy CA 95020

EXHIBIT -C-

Santa **Cruz** Metropolitan Transit District
Metroease (RFP No. **03-04**)

*Construction Management Services Fee Estimate
Revision 5 (June 8, 2004)*

<i>Preconstruction Phase</i>	<i>Rate/hr</i>	<i>Hours</i>	<i>Subconsultant Markup (5%)</i>	<i>Extension</i>
Constructability Review				
Construction Manager, Scott Gilpatric, CCM	\$140	70		\$9,800
Senior Mechanical Engineer (AEI), TO Be Determined	\$135	30	202.5	\$4,253
Senior Electrical Engineer (AEI), To Be Determined	\$135	30	202.5	\$4,253
Senior Structural Engineer, To Be Determined	\$135	30		\$4,050
Administrative Assistant, To Be Determined	\$70	16		\$1,120
subtotal				\$23,475
Construction Management				
Construction Manager, Scott Gilpatric, CCM	\$140	100		\$14,000
Administration				
Administrative Assistant, To Be Determined	\$70	70		\$4,900
Quality Assurance				
Project Principal, Brian Danley, PE	\$200	12		\$2,400
subtotal				\$21,300
SUBTOTAL				\$44,775
 Bid/Award Phase				
<i>Bid/Award Phase</i>	<i>Rate/hr</i>	<i>Hours</i>	<i>Subconsultant Markup (10%)</i>	<i>Extension</i>
construction Management				
Construction Manager, Scott Gilpatric, CCM	\$140	60		\$8,400
Administration				
Administration Assistant, To Be Determined	\$70	30		\$2,100
Quality Assurance				
Project Principal, Brian Danley, PE	\$200	4		\$800
SUBTOTAL				\$11,300
 construction/commissioning/Closeout Phase				
<i>construction/commissioning/Closeout Phase</i>	<i>Rate/hr</i>	<i>Hours</i>	<i>Subconsultant Markup (5%)</i>	<i>Extension</i>
construction Management				
Construction Manager, Scott Gilpatric, CCM	\$140	4400		\$616,000
Inspection				
Inspector (Transmetrics), TO Be Determined	\$92	2000	9200	\$193,200
Administration				
Administrative Assistant, To Be Determined	\$70	2200		\$154,000
Quality Assurance				
Project Principal, Brian Danley, PE	\$200	50		\$10,000
SUBTOTAL				\$973,200
Escalation Allowance				\$20,700
TOTAL				\$1,049,975

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF PARACRUZ TRANSITION PLAN

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors authorize the General Manager to take the following actions:

- 1. Adopt the Brokerage Model of ParaCruz Operation with METRO performing the Call Center, Reservation, Customer Service and Scheduling functions in addition to the Certification function now provided and competitively procure vendors to perform on-street operations.**
- 2. Notify Community Bridges that METRO will be terminating the ParaCruz contract effective October 02, 2004 as allowed for in the contact between METRO and Community Bridges Part IV – General Conditions to the Contract, Section 2 – Termination, Section 2.01 – Termination for Convenience, subsection 2.01.01.**
- 3. Issue a Request for Proposal (RFP) for primary and supplemental providers of on-street ParaCruz services. Included in the RFP will be requirement of the vendor(s) to provide a wage equivalent to the living wage as published by the City of Santa Cruz. Potential vendors will also be given bidding preference in accordance with Senate Bill (SB) 158 Chapter 103.**
- 4. Engage the services of a real estate agent to research and assist in the procurement of appropriate space to lease for the ParaCruz Call Center.**
- 5. Meet with the UTU and/or SEIU to determine representational jurisdiction of the ParaCruz staff and return to the Board of Directors for negotiating parameters.**

II. SUMMARY OF ISSUES

- The Americans with Disabilities Act (ADA) requires that complementary paratransit service be available for individuals that cannot access fixed route buses due to a disability.

- Currently, METRO contracts for paratransit service “ParaCruz” with Community Bridges. The contract is for the time period July 01, 2002 through June 30, 2005. METRO may terminate the contact with Community Bridges, with 90 days notice.
- In 2001, at the request of the Director of Lift Line, METRO ordered twenty (20) paratransit vehicles to increase the percentage of trips operated directly by Lift Line. Seventeen (17) of the vehicles were received in October 2003 and have yet to be placed into service.
- METRO received a letter from Community Bridges on November 06, 2003 requesting an additional \$450,000 in revenue from METRO for the provision of ParaCruz service due to unforeseen increases in cost. On November 19, 2003 METRO received another letter from Community Bridges requesting contractual modifications and a willingness to provide additional financial support if unforeseen circumstances should arise.
- At the November 21, 2003 Board of Directors meeting staff was instructed to prepare a ParaCruz transition plan for the Board of Directors consideration.
- There are three (3) generally recognized methods of operating paratransit service. These are:
 1. contracting with a private provider for all services,
 2. direct operation by the transit agency
 3. a blended (brokerage) approach which typically translates to the transit agency performing the call center / reservations / scheduling and customer service functions. Rides are provided by contractors.
- Assuming 108,000 trips will be provided in FY 04/05 it is anticipated that the net contract cost with Community Bridges will be \$2,636,204 (not including their request for additional funding). Direct operation is anticipated to cost \$2,720,760 and a blended (brokerage) option is anticipated to cost \$2,504,074.
- Community Bridges provides various services to the community. The Transportation Division “Lift Line” (which operates the ParaCruz service) comprises approximately 34% of the total Community Bridges revenue.
- Revenue from METRO ParaCruz accounts for approximately 52% of Lift Line’s total revenues.
- To refine the cost of in-house operation of ParaCruz, staff engaged in negotiations with the United Transportation Union (UTU) Local 23 which currently represents the van operators, schedulers, dispatchers and reservationists at Community Bridges. Staff was unable to come to a tentative agreement with UTU Local 23 within Board of Directors established parameters.

III. DISCUSSION

At the November 21, 2003 Board of Directors meeting staff was instructed to prepare a transition plan for the ParaCruz service from the current contract with Community Bridges to one that is directly operated by METRO.

Background

The Americans with Disabilities Act (ADA) requires that the Transit District provide a *comparable* level of service for persons unable to access the fixed route service due to a disability. There are very specific operating requirements for paratransit service including call response times, service delivery and reporting requirements. On July 01, 2002 METRO contracted with Community Bridges for the provision of paratransit service called "ParaCruz." The contract is for a three (3) year period from July 01, 2002 through June 30, 2005. In 2002 METRO placed an order for twenty (20) additional paratransit vehicles in response to a request from the Lift Line Division Director. Seventeen (17) of vehicles have been received in October 2003 and have yet to be placed into service.

On November 06, 2003, METRO received a letter from Community Bridges, stating in part, that Lift Line (Community Bridges' transportation division) experienced an unforeseen escalation in costs as well as a reduced demand for ADA rides which has left that division with a budget deficit. The rate increase proposed by Community Bridges equated to an increase in cost to METRO of approximately \$450,000 for FY 2003-2004. On November 19, 2003 another letter was received from Community Bridges stating in part that the Community Bridges budget was balanced, however, due to conflicting interests the only other alternatives were to grant an immediate rate increase or METRO moving forward with a transition plan. In response, a METRO staff assessment was conducted to investigate the operating options of: direct operation, blended (brokerage) option or maintaining the existing contract with Community Bridges.

Operating Options

There are three (3) generally recognized methods of operating paratransit service. They are:

1. The transit agency contracting with private provider(s) for all components of paratransit service. This includes reservations, scheduling, service delivery and vehicle maintenance.
2. In-house direct operation by the transit agency of all paratransit components.
3. Blended (brokerage) option in which the transit agency performs the call center / reservations / scheduling and customer service components and contracts with private provider(s) for the service delivery and vehicle maintenance functions.

In developing the costs associated with the in-house operation, staff met with the United Transportation Union (UTU) Local 23 which represents the van operators, schedulers and call intake employees of Community Bridges. Staff also reviewed the existing contract between Community Bridges and UTU Local 23. UTU leadership expressed a desire to transition the currently contracted paratransit operation from Community Bridges to direct METRO operation with the assumption of existing UTU represented employees of Community Bridges. UTU expressed a willingness to discuss their current labor agreement with Community Bridges and

how that would transition to METRO. Staff identified several cost and operational issues that would need to be addressed that are contained in the contract between Community Bridges and UTU Local 23. They include: specific health care language, number of paid holidays, committee structures, accelerated vacation accrual rates and base representative pay. In addition, METRO employees are covered by the California Public Employees Retirement System (CALPERS), available only to public agencies, which has a significant cost impact. Staff also met the Service Employees International Union (SEIU) to assess the impact on the current Memorandum of Understanding (MOU) between METRO and SEIU. The SEIU leadership also expressed an interest in transitioning the ParaCruz function to direct METRO operation. Other cost items that were investigated include: facility leasing options, maintenance and vehicle parts costs.

Staff entered into the negotiation process with UTU Local 23 producing several tentative agreements (TA's) that were within the Board of Directors established limits. However, negotiations reached impasse on items that contained cost implications for the ParaCruz operation and potential impacts on the other labor agreements held by the Transit District.

To determine the costs for a blended (brokerage) option, staff assessed employee costs, facility leasing costs and contracting costs.

Blended (brokerage) Service Option (108,000 rides performed)

Item	Anticipated Cost
METRO ParaCruz Staff (additional staff including dispatch and reservations)	\$623,661.78
Facility	\$30,000.00
Communications	\$20,000.00
Other operating and admin costs	\$18,000.00
Subcontractor/taxi cost- 100%	\$2,160,000.00
Total Cost	\$2,851,661.28

Comparing the service delivery models, the cost differential between what METRO anticipates paying Community Bridges and the blended (brokerage) service option is:

Service Delivery Option	Projected Cost FY 04/05	Additional (decrease) expense
Community Bridges	\$2,953,724	Does not include the additional \$450,000 requested by Community Bridges.
Projected Blended (brokerage) Model	\$2,851,661.28	(\$102,062.72)

In the blended (brokerage) ParaCruz service delivery model METRO would assume the reservation, scheduling and customer service functions and private provider(s) would assume the

delivery function. It is anticipated that there would be several private organizations (including Community Bridges) interested in contracting with METRO for the provision of ParaCruz service. METRO currently owns twenty-nine (29) ParaCruz vans available for the provision of service thereby lowering the cost to METRO.

METRO issued a Request for Expressions of Interest to determine if private paratransit vendors would be interested in receiving a Request for Proposal (RFP) should METRO terminate the contract with Community Bridges. METRO received eleven (11) responses to its request.

In addition to reviewing the service delivery models for ParaCruz, staff attempted to investigate the impact of ParaCruz on Community Bridges. Currently, Community Bridges receives revenue to provide the following services: ParaCruz and other Lift Line services, Meals on Wheels, Elderday, Child Care Centers, Women – Infant – Children (WIC), La Manzana, Watsonville Law Center, Live Oak Family Resource Center, Child and Adult Care Food Program and Administration. Of the services provided by Community Bridges, Lift Line (the transportation component) is 34% of the budget. ParaCruz revenues and fares make up 52% of the Lift Line contribution to Community Bridges. Lift Line performs rides for the following: ParaCruz, RTC TDA rides, Elderday transportation, Stroke Center rides, Alliance (Medi-Cal) rides, Red Cross and other transportation rides.

Start-up Costs

Item	Blended operation
Phone System	\$24,000
Copier	\$14,000
Workstations	\$14,000
Total	\$52,000

One-time funds have been identified by the Assistant General Manager that will offset the start-up costs identified above.

Transition Plan Outline

Item	Scheduled completion
Notify Community Bridges of Contract termination	June 30, 2004
Letter to ParaCruz Customers and Social Service agencies detailing the changes effective on October 02, 2004	June 30, 2004
Issue Request for Proposals (RFP) for on-street ParaCruz Operation	July 02, 2004
Engage Real Estate Agent for ParaCruz Call Center	July 12, 2004
Pre-proposal Meeting with potential vendors	July 22, 2004
Bids Due	July 30, 2004
Interviews with potential vendors	August 4-5, 2004
Recommendation to Board of Directors and consideration	August 13, 2004

of award of contract	
ParaCruz team hired	September 2004
Establish ParaCruz Call Center	September 06, 2004
Public outreach regarding potential change in phone number to ParaCruz Customers	1 st week September
Operation Start Date	October 02, 2004

IV. FINANCIAL CONSIDERATIONS

Based on a projected 108,000 ParaCruz rides performed by Community Bridges, under the existing contract terms, METRO will spend an estimated \$2,953,724 in FY 04/05. The blended or brokerage operational model cost \$2,851,661.28 saving METRO an estimated \$102,062 in FY 04-05.

Start-up costs are identified as: \$52,000 for the blended operation. The Assistant General Manager has identified one- time funds that will offset the start-up costs for either operating scenario.

V. ATTACHMENTS

- Attachment A:** Community Bridges letter dated November 06, 2003
- Attachment B:** Community Bridges letter dated November 19, 2003
- Attachment C:** Letter to Community Bridges from Leslie R. White, General Manager dated March 16, 2004
- Attachment D:** Additional information requested at February 13, 2004 Board of Directors meeting concerning the ParaCruz Staff report.



COMMUNITY BRIDGES
Puentes de la Comunidad

November 6, 2003

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

RE: Professional Services Contract
For Paratransit Services

Dear Mr. White:

I am writing because it has come to our attention that you will be bringing to the District Board of Directors the question of whether Community Bridges should continue to provide the ADA paratransportation service. Accordingly, we viewed that this would be an appropriate time to present our experience under this contract and our needs going forward.

On the question of termination of the contract, Community Bridges has no authority to take such action. That authority lies solely with the Transit District and we will accept and cooperate in any ultimate decision in that regard. However, we believe that it is in the best interests of the community and riders that the contract with Lift Line not be terminated. Ultimately, it would be less costly for the Transit District to support and assist Lift Line in fulfilling this contract.

Since bidding this contract Lift Line has experienced unforeseen escalating costs and a corresponding reduction in ADA rides. These two factors resulted in Lift Line incurring a \$786,561 deficit in fiscal year 02/03. The cost increases are due to unprecedented increases in workers' compensation insurance, liability insurance, and fuel costs. The table below compares our 01/02 costs to the budgeted 03/04 costs in these lines.

	Year 01/02	Year 03/04
Workers' Comp.	\$158,692	\$477,443
Liability Insurance	\$82,542	\$108,000
Operating Expenses	\$107,195	\$147,539
Group Total	\$348,429	\$732,982

www.communitybridges.org

These costs represent an increase of **\$384,553** over the past 18 months.

In addition, to these escalating costs we have experienced a reduction in ADA ride demand. Consider the following annual comparisons.

	Year 01/02	Year 02/03	Year 03/04
Rides	108,083	105,989	94,343
District Revenue	\$2,497,712	\$2,373,293	\$2,272,723
Fares	<u>\$ 219,153</u>	<u>\$ 200,767</u>	<u>\$ 926,564</u>
Total Fees	<u>\$2,716,865</u>	<u>\$2,574,060</u>	<u>\$2,519,487</u>

We started the 02/3 year budgeting to provide 117,000 rides for District revenue payments of \$2,691,234. These numbers were based upon the District RFP's assumptions of 120,000 annual rides, the expected increase of rides for recertification, and historical trends. Therefore, we started 02/03 staffing to meet this expected demand. The monthly ride counts supported the projection until the spring of 2003. At that time, the normally expected spring increase in ridership did not materialize. This was due to the reductions in eligible riders through the recertification process. As a result, we were short of our budget revenues by \$317,938 in District revenue and, an additional, \$33,233 in rider fees. Totaling a revenue shortfall of **\$351,171**.

Lift Line staff has worked hard to balance its budget for 03/04 and to maintain ride performance within contract requirements. In order to balance the budget the staff has absorbed wage freezes, benefit reductions, and layoffs. Since April 1, 2003 we have laid-off 21 drivers and 7 support positions.

The most recent round of layoffs of 12 driver positions and 2.5 office positions came on October 31, 2003. These layoffs were prompted by the Central Coast Alliance for Health reducing its reimbursement rate for Medi-Cal providers by 40%. The Alliance's reimbursement reduction was projected to cause a Lift Line revenue shortfall of about \$482,000. This change affected the ADA budget because up to this point the Medi-Cal revenue had been helping to cover the deficit in ADA. We now have less ability to subsidize the ADA service.

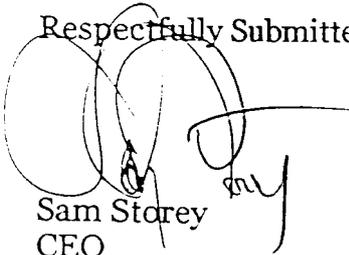
The accumulation of these cost increases, revenue reductions, and workforce reductions have put tremendous stress on the paratransportation system. It is becoming a risk to the ADA service, Lift Line and to the other programs that Community Bridges operates. For those reasons we are requesting assistance in dealing with this situation. We certainly understand that you can respond by merely taking back the ADA service. However, we wanted to provide another alternative which would be less costly still.

Section 6.13.1 of the Contract for Paratransit Services provides for making changes to the contract services. It allows changes if they 1) are necessary to accomplish the purposes of the Agreement; 2) are not set forth in the Scope of Services; 3) were not reasonably contemplated by the parties; and 4) are not due to Contractor's errors or omissions. In that spirit we believe that a rate increase should be considered under this provision of the contract.

In conclusion, we are requesting a rate increase from the current \$52.30 to \$61.74 retroactive to July 1, 2003. This equates to a total revenue increase of approximately \$450,000. This figure is based on current projected rides of 94,343 and reflects our projected shortfall in the ADA program after applying available TDA funds. If ride numbers changed significantly, we would need to revisit this amount. Please let us know of your decision on or before January 2, 2004.

Thank you for your consideration of this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Sam Storey', is written over the typed name and title. The signature is stylized and somewhat cursive.

Sam Storey
CEO

cc: Link Spooner
Community Bridges Board
Steve Paulson
Bryant Baehr

Lift Line
Watsonville Law Center
Child Development Division
Elderday Adult Day Health Care
Child and Adult Care Food Program

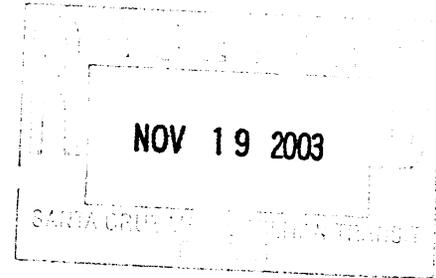


COMMUNITY BRIDGES
Puentes de la Comunidad

Live Oak Family Resource Center
La Manzanita Community Resources
Meals on Wheels for Santa Cruz County
WIC Women, Infants & Children Nutrition Program

November 19, 2003

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



RE: Professional Services Contract
For ParaTransit Services

Dear Mr. White:

This is in response to your Board report dated November 21, 2003. For the record we want to clarify the following:

Our Request For A Rate Increase Does Not State That ParaCruz Service Cannot Be Continued At The Current Contractual Rate

In your report you quote Community Bridges as saying that ParaCruz service cannot continue to be performed at the current contractual reimbursement rate. Our letter dated November 6, 2003, contains no such statement.

Our request letter was written in response to information received that you intended to bring the question of transition to the District Board of Directors. This was because of our recent layoffs and the issue over the 17 new vehicles.

The September '03 Lift Line budget analysis projects that the current year budget is balanced. However, this is based upon ADA ride projections that are fluid and unpredictable. If our projections hold true and operating expenses do not increase substantially we will be able to perform without an increase.

This is not to say that Lift Line does not need the District's support and assistance. Lift Line can not afford to operate an additional 17 ADA restricted vehicles under the current climate of declining ADA rides. In order to do so would require an increase in the reimbursement rate. Since our current contract does not specifically require that we run exclusive METRO vehicles a rate increase

under those circumstances would be appropriate. In addition, if METRO requires that we operate at staffing levels described in the original RFP then we would need a rate increase. Due to declining ADA revenues and escalating costs we have been compelled to reduce our staffing. We have done so in consultation with the UTU who has elected to have layoffs be the primary form of expense reduction. The current allocation of rides between Lift Line and the Taxi subcontractors continues to be within historical parameters

In short if the District were to cooperate with us we may be able to fulfill the contract without a rate increase. This cooperation would include but not be limited to the following:

- Allowing co-mingling of ADA rides and non-ADA rides, in order to increase efficiency;
- Working with us on the deployment of Paracruz vehicles in a manner to reduce Taxi cost;
- Willingness to provide financial support if unforeseen circumstances should arise;
- Open discussion of the District's long term plan for ADA service;
- The District's commitment to the current contract duration;

These are examples of some of the areas that need to be addressed and are not intended to be comprehensive.

However, based on our historical relationship and based on the current climate we are not confident that this level of cooperation can be achieved. We are willing to do our part in that endeavor however, conflicting interests among the District, the UTU and Lift Line seem to be an insurmountable barrier. Therefore, the only other alternatives available seems to be an immediate rate increase or the District moving forward with a Transition Plan.

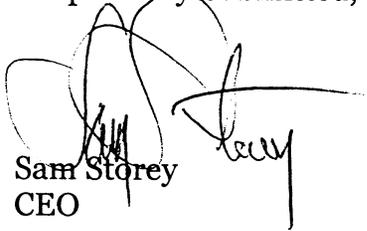
In the event the District should elect to continue to work with Lift Line, we would request you maintain your current budgeted amount for Paratransit Services, i.e. \$3,289,256. We are projecting that the Paratransit Service is running \$769,869 under budget.

District Budget	\$3,289,256
Projected Payments to Lift Line	-2,519,487
Subsidy \$2,272,723	
Ride Fares 246,764	
Savings	<u>\$ 769,869</u>

We would request that a portion of this be made to support ADA Services to the extent later to be determined necessary.

Thank you for consideration of this request.

Respectfully Submitted,



Sam Storey
CEO

cc: Link Spooner

*Santa Cruz Metropolitan
Transit District*



March 16 2004

Mr. Sam Storey
CEO – Community Bridges
236 Santa Cruz Avenue
Aptos, CA 95003

Attachment

Dear Mr. Story:

On February 27th, 2004 the METRO Board of Directors directed staff to notify Community Bridges that METRO wishes to engage in discussions regarding potential contract modifications to be effective October 02, 2004 and / or the potential of contract termination for convenience effective on October 02, 2004.

I have directed Mark Dorfman, Bryant Baehr and Steve Paulson to engage in further discussions with you and your staff regarding the expansion of rides provided by Community Bridges using METRO vehicles along with a co-mingling proposal for the Board of Directors consideration in June 2004. It would be our expectation that you might bring forward other proposed changes to the contract. Whatever proposals are developed must ensure that METRO complies with the Americans with Disabilities Act (ADA) in the provision of ParaCruz service. Mark Dorfman will be the lead METRO staff manager regarding these discussions.

It is METRO's desire to increase the percentage of METRO ParaCruz rides on METRO vehicles performed by the primary provider, with a goal of 80%. The other 20% of the rides performed by other sub-contracted provider(s). METRO is currently evaluating service delivery options that include: current service delivery model, modifications to the current service delivery model, in-house operation model and a blended service model. I anticipate that the Board of Directors will review each option at their June 2004 Board of Directors meetings with a final determination made on June 25th 2004.

Should METRO provide Community Bridges with a Termination for Convenience notice, it will be in accordance with the contract that exists between METRO and Community Bridges as detailed in Part IV – General Conditions to the Contract, Section 2 – Termination, Section 2.01 – Termination for Convenience, subsection 2.01 .01. The contract between METRO and Community Bridges provides for a ninety (90) day notification to Community Bridges should METRO elect to terminate the contract.

For your review, I have attached a copy of the staff report concerning the METRO ParaCruz transition plan that was presented to the METRO Board of Directors at their February 27th meeting. The METRO Board of Directors acted affirmatively as it relates to the staff recommendations.

If you have any questions, please feel free to contact Mark Dorfman at 831-426-6080.

Sincerely,

Leslie R. White
General Manager

Enclosure: Staff Report of 2/27/04

cc: Margaret Gallagher, District Counsel
Mark Dorfman, Assistant General Manager
Bryant J. Baehr, Manager of Operations
Steve Paulson, ParaCruz Manager

370 Encinnl Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117
METRO OnLine at <http://www.scmtd.com>

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Additional information requested at February 13, 2004 Board of Directors meeting concerning the ParaCruz staff report.

1. Staff was asked why seventeen (17) new and three (3) 2001 ParaCruz vans are not in service.

Seventeen (17) new vans were procured by the Transit District and received in October 2003. Three (3) were returned by Community Bridges in November 2003. Staff notified Community Bridges that the new vans were available for service and Community Bridges responded by expressing their concern about the short term / long term goals of service delivery and that it was premature to discuss Community Bridges taking possession of the new vehicles. Community Bridges at that time also discussed the potential of co-mingling trips and the allocation of vehicles to sub-contractors.

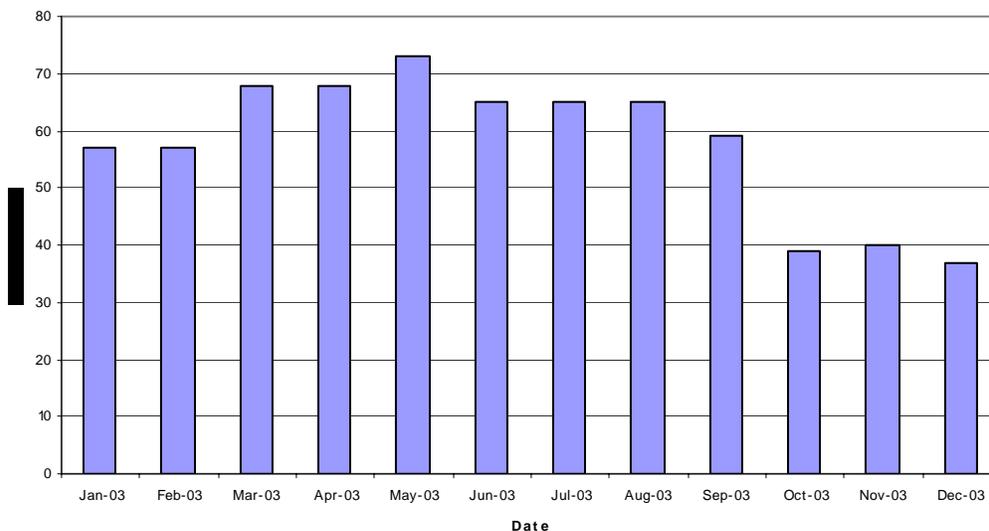
2. Staff was asked the impact to ParaCruz customers should the Board of Directors either select the Blended Service Option or the In-house Service Option.

ParaCruz policies and procedures currently in place would be unaffected. The impact that a ParaCruz user would experience is a change in the ParaCruz reservation phone number.

3. Transit District staff was asked about the staff reductions at Community Bridges.

According to information provided by the United Transportation Union (UTU) Local 23 there have been approximately 36 represented positions eliminated at Community Bridges. The represented employees contract exists between Community Bridges and UTU Local 23.

of UTU Represented Postions at Community Bridges



4. Information on the Paratransit Summit Public Hearing conducted by the Regional Transportation Commission on February 05, 2004.

On February 05, 2004 the Regional Transportation Commission (RTC) held a public hearing to hear community input on issues relating to paratransit service in Santa Cruz County. At that meeting Commissioners heard presentations from the RTC staff, Transit District and Community Bridges. The commissioners also heard testimony from the public. Twenty-nine (29) speakers addressed the RTC on issues ranging from service delivery to the community's role in providing paratransit services.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Leslie R. White

SUBJECT: CONSIDERATION OF METRO ADVISORY COMMITTEE (MAC) RECOMMENDATION REGARDING THE NUMBER OF ABSENCES THAT A MAC MEMBER IS ALLOWED PRIOR TO A SEAT BEING DECLARED VACANT.

I. RECOMMENDED ACTION

That the Board of Directors evaluate the recommendation from the Metro Advisory Committee (MAC) that the Committee Bylaws be amended to provide that a Committee Member may accrue four (4) unexcused and two (2) excused absences prior to their seat being declared vacant.

II. SUMMARY OF ISSUES

- On December 19, 2003 the Board of Directors approved the creation and structure (including bylaws) of the Metro Advisory Committee (MAC).
- On April 21, 2004 the initial meeting of the MAC was held.
- On May 19, 2004 the MAC approved a recommendation to the Board of Directors that the Committee Bylaws be amended to allow Committee Members to accrue four (4) unexcused and two (2) excused absences prior to the Member's seat on the Committee being declared vacant.
- On May 28, 2004 the Board of Directors received the formal communication of the MAC recommendation regarding Member absences.
- The Board of Directors requested that the MAC recommendation regarding Member absences be placed on the Board Agenda for consideration at the June 25, 2004 meeting.

III. DISCUSSION

On December 19, 2003 the Board of Directors approved the creation, structure, and bylaws of the Metro Advisory Committee (MAC). As the Board of Directors approved the MAC Bylaws (attached), the Board of Directors must also approve any amendments to the Bylaws.

On April 21, 2004 the MAC held the first formal meeting of the Committee. On May 19, 2004 the MAC approved a recommendation to the Board of Directors (attached) that the Committee Bylaws be amended to allow Committee Members to accrue four (4) unexcused and two (2)

excused absences prior to a Member's seat being declared vacant. Section 3.3 of the current Bylaws for the MAC provides that a MAC Member's seat is declared vacant if the Member misses four (4) Committee meetings (without excuse) in a twelve (12) month period of time. Included in the May 19, 2004 recommendation to the Board was the provision that a Member absence shall be considered excused if the Member notifies either another Committee Member or a METRO Staff Member prior to the meeting that the Member will be absent from.

On May 28, 2004 the Board of Directors received the recommendation from MAC. The Board requested that the MAC recommendation regarding Member absences be placed on the Agenda for the June 25, 2004 Board Meeting.

IV. FINANCIAL CONSIDERATIONS

The provision for Member absences in the MAC Bylaws does not affect the METRO Operating or Capital Budgets.

V. ATTACHMENTS

Attachment A: MAC Bylaws

Attachment B: May 28, 2004 Memo to Board of Directors from MAC

Attachment A

Drafted for 9/26/03
Revised for 10/24/03
Revised for 12/19/03
Amended/Adopted 12/19/03

BYLAWS FOR THE METRO ADVISORY COMMITTEE

Article I **GENERAL PROVISIONS**

§1.1 Purpose

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.2 Construction of Bylaws

As used in these Bylaws, “Committee” means the METRO Advisory Committee. These Bylaws shall govern the Committee’s proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

§1.3 Definitions

- a. As used in these Bylaws, “chair” means the chairperson of the Committee.
- b. As used in these Bylaws, “vice chair” means the vice chairperson of the Committee.
- c. As used in these Bylaws “staff” means staff members that are assigned to support the Committee by the METRO Secretary/General Manager.

Article II
DUTIES AND AUTHORITY

§2.1 Duties

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board. The Committee may also address issues which members or the public raise with respect to the quantity and quality of services provided by METRO.

§2.2 Limitations on Authority

The sole jurisdiction and authority of the Committee is to serve in an advisory capacity to the Board of Directors. It shall not have any authority to take actions that bind METRO or the Board of Directors. Communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

Article III
MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 11 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 1 individual to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 4 of the individuals appointed to the Committee shall be persons with disabilities as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals that have been selected to participate on the ADA Appeals Panel or participate in the Bus Operator Sensitivity Training shall be exempt

from the financial/contracting prohibition for Committee members outlined in this section.

§3.2 Members' Terms

The term of membership of each Committee member shall be two years, and members may be re-appointed for 2 successive terms for a total of 6 consecutive years. The term of each member shall commence on January 1.

§3.3 Absences

If a member is absent (without excuse) from four Committee meetings in any twelve-month period, the position shall automatically be declared vacant. The member of the Board of Directors that nominated such Committee member shall be notified of the vacancy so that they can nominate a successor to be appointed to fill the remainder of that Committee member's term.

§3.4 Vacancies

The member of the Board of Directors who nominated the original member shall nominate a replacement candidate to fill a position on the Committee that is declared vacant. The appointment of the replacement member shall be made by the Board of Directors.

Article IV OFFICERS

§4.1 Chair and Vice Chair

The Committee shall elect from its membership a chair and a vice chair at its first meeting of the calendar year, to serve for a one-year term. The chair shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The vice chair shall perform the duties of the chair when the chair is absent. In the event of a vacancy in the chair's position, the vice chair shall succeed as chair for the balance of the chair's term and the Committee shall elect a successor to fill the vacancy in the vice chair's position as provided below. In the event of a vacancy in the vice chair's position, the Committee shall elect a successor from its membership to fill the vice chair's position for the remainder of the vice chair's term.

§4.2 Staff Support

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes,

correspondence and other materials. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the Committee shall be held on the third Wednesday of each month. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

The Chair may call a special meeting. The meeting shall be called and noticed as provided in Section 5.3 below.

§5.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings.

§5.4 Quorum; Vote

The presence of 6 members shall constitute a quorum for the transaction of business. All official acts of the Committee shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

§5.5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting the meeting shall be cancelled.

§5.6 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions:

a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.

b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

§5.7 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the chairperson, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the Committee Chair shall not be subject to the time limits contained in this section.

§5.8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The chairperson may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the chairperson may direct the meeting room cleared when deemed necessary to maintain order.

§5.9 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

Article VI
AGENDAS AND MEETING NOTICES

§6.1 Agenda Format

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Oral/Written Communications". The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the chairperson. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chair, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be

posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

§6.5 Meeting Notices

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed a written request with METRO for such notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

These Bylaws shall be effective upon approval by the METRO Board of Directors.

§7.2 Committee Process

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: December 19, 2003.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

M E M O R A N D U M

Date: May 28, 2004
To: METRO Chair and Board of Directors
From: Kanoa Dynek, Vice-Chair, Metro Advisory Committee (MAC)
Subject: Committee Actions

On May 19, 2004 the Metro Advisory Committee met and passed two motions containing recommendations to the Board of Directors. The following are the motions passed by the MAC for your consideration:

MOTION

"Mac recommends that the Board not appoint MAC Alternates at this time because attendance is so good."

MOTION

"MAC has reviewed and discussed Section 3.3 of the Bylaws regarding absences. The Committee recommends that Section 3.3 be modified to allow Members to accumulate four (4) unexcused absences and two (2) excused absences in a twelve (12) month period of time before their appointment is declared vacant. The Committee further recommends that the act of notifying either another Member of the Committee or METRO staff of an absence prior to the occurrence shall result in the absence being classified as excused."

The Members of the MAC appreciate your consideration of our recommendations.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: June 25, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES**

I. RECOMMENDED ACTION

Approve the attached Resolution which includes modification to the Santa Cruz METRO's Bylaws and discontinue use by the Board of Directors of the previously adopted SCMTD Rules of Order (Exhibit B)

II. SUMMARY OF ISSUES

- Generally, on an annual basis, the Board of Directors of Santa Cruz METRO reviews its bylaws to determine if modifications are warranted.
- Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code Section 98105).
- In March, the Board of Directors reviewed the Bylaws and suggested minor word changes to correct grammar errors, to have the Chair of the Board nominate the representatives and the alternates to the Santa Cruz County Regional Transportation Commission (SCCRTC), and to include Rules of Procedures for Board of Director meetings.
- At the April 2004 Board Meetings, the Board of Directors closely reviewed the method used to nominate representatives and alternates to the SCCRTC.
- At the May 28, 2004 meeting, this matter and the staff report regarding public testimony rights were continued to the June Board meeting due to time constraints.

III. DISCUSSION

Generally, on an annual basis, the Board of Directors of Santa Cruz METRO reviews its Bylaws to determine if modifications are warranted. Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and

determine the place and time of its meetings (Public Utilities Code Section 98105). Additionally, Public Utilities Code Section 98132 provides that the Board shall establish rules for its proceedings.

During the March 26, 2004, Board of Directors' regular meeting, the Board of Directors reviewed the Bylaws and individual Board Members suggested that certain grammatical errors be corrected, that Section 3.01 be divided into sub-parts for easier reading, that Section 14.02(a) be amended to specifically authorize that the Chair nominate the alternates as well as the METRO representatives to the SCCRTC and that Rules of Procedure be incorporated into the By-laws. These changes were incorporated into the By-laws and reviewed at the April 2004 meetings. Attachment A contains the proposed Bylaws Resolution with the proposed modifications set forth in bolded letters or with strike-outs. Revised Rules of Procedure are attached to the Bylaws in order to facilitate the meetings.

Additionally, at the March Board meeting, Director Rotkin informed the Board of Directors that sometime during the 1980s, the Board of Directors adopted specific Rules of Procedure. Director Rotkin provided these rules and they are incorporated as Attachment B.

At the April 2004, meetings various nomination methods for the selection of the representatives and alternates to the SCCRTC were reviewed and discussed. Additionally, Director Skillicorn asked that alternative methods be set forth in a separate exhibit (Attachment C).

At the May 28, 2004, regular meeting, the Board of Directors did not have sufficient time to discuss the staff report that addressed public testimony rights and so the matter was continued to the June meetings. That staff report is incorporated herein as Attachment D. At this time, the Board of Directors may wish to modify Section 11.01 of the Bylaws, which addresses public testimony. The current language allows individuals addressing the Board to limit their remarks to 5 minutes and if more than 5 people wish to speak on an item than the limit is reduced to 3 minutes. The Brown Act allows the Board of Directors to adopt reasonable regulations limiting the total amount of time allocated for public testimony on a particular issue and for each individual speaker. Language is set forth in Attachment E the Board may wish to consider in amending Section 11.01.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Santa Cruz METRO's Bylaws with proposed amendments

Attachment B: Previously adopted SCMTD Rules of Order (Director Rotkin)

- Attachment C:** Alternative methods for the nomination and selections process for representatives and alternates to the SCCRTC
- Attachment D:** May 28, 2004 Staff Report regarding Public Testimony Rights
- Attachment E:** Proposed Language for Public Addressing the Board

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 05-28-04
On the Motion of Director:
Duly Seconded by Director:
Is Hereby Amended:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES**

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

- (a) Regular meetings of the Board of Directors shall be held on the second Friday of each month from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized District holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year.
- (b) The regular meeting on the second Friday of the month shall primarily be in a workshop format to review matters that may be agendized for the Regular Board Meeting scheduled for the fourth Friday of the month. However, the Board of Directors may take action at either regular Board meeting pursuant to the agenda prepared in accordance with California law and these Bylaws.

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa

Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except that in the following months the meetings will be held at the specified locations: May: Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California; November: Watsonville City Council Chambers located at 250 Union Street, Watsonville, California.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, veteran status, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 12:00 noon on the Friday two weeks prior to the date of the regular Board of Director's meeting scheduled for the second Friday of the month.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the County Administrative Officer, and to the City Manager of Santa Cruz, Capitola, Watsonville and Scotts Valley not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on items of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of Santa Cruz Metropolitan Transit District, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or District staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or District staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to the District's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
 - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted; or

- (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the District or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering personally or by any other means, at least 24 hours in advance, written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The call and written notice shall specify the time and place of the special meeting and the business to be transacted **and discussed**.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning that item prior to action on that item.
- (d) The written notice may be dispensed with by any member of the Board

of Directors, who at or prior to the time of the meeting convenes, files with the Secretary/General Manager a written waiver of notice. The waiver may be given by telegram. Written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 3.01 herein.
- (b) For purposes of this section, "emergency situation" means any of the following:
 - (i) **An Emergency means a ~~W~~work stoppage, crippling disaster** or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) **A dire emergency means a ~~C~~rippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger** ~~which severely impairs~~ the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone **or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting.** ~~and~~ ~~a~~All telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings

shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chairperson of the Board of Directors, or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter **except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.**

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

The District shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

5.02 Appointment

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County Clerk advises the Board that the latest official census indicates a need for reapportionment.

5.03 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

5.04 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of the District.

5.05 Director Compensation

Each Director shall receive \$50 for attendance at a meeting of the Board of Directors, attendance as a committee member at a committee meeting of the Board of Directors, attendance as a Board member at an Advisory Committee, attendance at an American Public Transit Association meeting, attendance at a California Transit Association meeting or when performing District business in lieu of attendance at any of the above-stated meetings, up to a maximum of \$100 per month.

5.06 District Travel And Personal Expenditures

- (a) A District Director shall obtain Board authorization to perform or participate in District business prior to actual attendance if such involves the expenditure of District funds. A Director shall receive reimbursement for meals, transportation and other expenses incurred on behalf of the District in accordance with the District's expense list which is attached hereto as Exhibit B.
- (b) Invoices shall be submitted to the Chair of the Board of Directors for approval. After approval is obtained from the Chair the reimbursement request shall be forwarded to the Finance Department for reimbursement. Reimbursement shall not be necessary when a District staff member pays directly for a Director's expenses.
- (c) Advances based on internal revenue service rates will be made upon a director's request, however, receipts of expenditures must be provided to the Chair of the Board of Directors for approval. All advanced funds shall be returned to the Administrative Services Coordinator if the trip is cancelled or the funds are not used.
- (d) A complete report of all expenses incurred by the Director while engaging in District business shall be submitted by the Director to the Board of Directors for review. Such report may be prepared by District staff upon request.
- (e) District Directors shall not include any expenditure for spouses, friends, or others as a District expense.
- (f) The District's Administrative Services Coordinator shall schedule all conferences, hotel accommodations and transportation for a Director.

VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall in December nominate members of the Board of Directors to serve as Chair and as Vice-Chair of the Board of Directors. The Board of Directors shall, at their first regular meeting in January of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors.
- (b) Should the office of Chair or Vice-Chair become vacant during the calendar year, the Board of Directors shall choose a successor to fill the vacancy for the balance of that calendar year, or until the selection of a successor.
- (b) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors. The Chair shall have authority to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct, to enforce the rules of the Board of Directors and to determine the order of business under the rules of the Board of Directors.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

VII. CONDUCT OF MEETING

7.01 Call to Order

The Chair shall at the hour appointed for the meeting, immediately call the

Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights and privileges of a Director by reason of holding the position of Chair.

7.03 Rules of Debate

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until a question of order is determined and, if in order, she/he shall be permitted to proceed.
- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete

copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting; Clearing Room

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) District Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

VIII. QUORUM

8.01 Transaction of Business; Quorum

A six member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment to be given in the same manner as provided for Special Meetings set forth herein.
- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors of Santa Cruz Metropolitan Transit District or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

Each person addressing the Board may but is not required to give his/her name and shall speak in an audible tone of voice for the record, and unless further time is granted by the Board, shall limit his/her address to five minutes; if more than five people wish to address the Board of Directors on any one issues, each individual shall be limited to three minutes. All remarks shall be addressed to

the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. No question shall be asked of a Board member except through the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

11.02 Public Hearings

- a) Requests for public hearings shall be in writing and shall be submitted to the Administrative Services Coordinator no later than five (5) days before the last day permitted for announcing the public hearing. All public hearings shall be noticed in local newspaper(s) of general circulation by the Administrative Services Coordinator at the direction of the Secretary/General Manager.
- b) The department manager requesting the public hearing shall investigate all applicable requirements for posting of public hearing notices and shall communicate such requests to the Administrative Services Coordinator to ensure that all public hearings are noticed sufficiently in advance of the date of consideration by the Board of Directors.
- c) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
 - (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in District fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
 - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

12.02 Resolution

No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read. Resolutions must be adopted by a roll call vote; however, routine resolutions may be placed on the consent agenda. In the event that a Director wishes to dissent or abstain, the resolution will be removed from the consent agenda and be placed on the Regular Agenda. Resolutions may also be passed by unanimous voice vote.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in the District Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:..."
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Resolutions and Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law and has made a full public disclosure regarding such conflict of interest. If a conflict of interest is disclosed, the Director shall abstain from voting, unless otherwise required by law to vote.

13.04 Unanimous Voice Votes in Lieu of Roll Call for Resolutions

A Director can move the passage of a Resolution by a unanimous voice vote in lieu of a roll call. If a dissent is registered then a roll call vote shall be taken.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation of Committees

The Board of Directors may establish committees for a stated purpose. **If required by California Law, ~~All~~ committees and their members shall comply with the Ralph M. Brown Open Meeting Act. ~~and~~ Committees are required to comply with these Rules and Regulations.** The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. The committees shall include the following:

- (a) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

- (i) Metro Advisory Committee (MAC)

- (a) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to ~~provide advise to~~ **advise** the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. **The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO.**
- (b) MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC.
- (c) The Board of Directors shall approve bylaws to be followed by MAC.

- (ii) Metro Accessible Services Transit Forum (MASTF)

- (a) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that **provides advice** ~~advises to~~ the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act

of 1990 and all other appropriate local, state and federal laws and regulations.

- (b) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the Headways publication.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- a) **The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment. If none of the previously nominated directors receive the appointments, then the Chair shall entertain further nominations from the Directors until such time as three representatives and three alternates are approved by the Board of Directors.**
- b) The Board of Directors may provide its ~~SCCRTC transportation Commission~~ representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of the Transit District.

XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of the Santa Cruz Metropolitan Transit District shall be the bulletin board at the entrance of the District Administrative Office. Should the Board of Directors

hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.

- 15.02 All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board so designated for that purpose at the Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, CA 95060.

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of the District.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of the District.
- (c) To insure that all ordinances of the District are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.
- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of the District for the preceding year, and the financial status of the District on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of the District.

- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of the District and the means to finance them.
- (h) To have no business interest which interferes with his/her duties and responsibilities to the District.
- (i) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of the District.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all District officers, committees or

- departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for the District and any officer or employee, in any and all actions and proceedings in which the District or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
 - (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of the District.
 - (d) Review all contracts to be made by the District and provide the Board of Directors, its officers and staff with legal advice regarding same.
 - (e) Prepare any and all proposed ordinances or resolutions for the District and amendments thereto.
 - (f) Perform such other acts relating to the office as the Board of Directors shall require; and
 - (g) On vacating the office, surrender all books, papers, files, and documents pertaining to the District's affairs.

PASSED AND ADOPTED this 28th day of May 2004, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED

EMILY REILLY
Chairperson

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

Regulation Number: 1004

Computer Title: Director's Code of Ethics

Effective Date: April 16, 1999

Pages: 4

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	

I. POLICY

1.01 District Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. District Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in the District.

II. APPLICABILITY

2.01 This policy is applicable to all District Directors.

2.02 Notwithstanding any provision of this Code every District Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

3.01 District Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

IV. CONFLICT OF INTEREST

4.01 District Directors are prohibited from making, participating in, or in any way attempting to use their District offices to influence a District decision in which they know or have reason to know they have a financial interest.

4.02 District Directors shall not engage in outside employment, activities, or enterprises for compensation that are inconsistent with, incompatible to, or in conflict with their duties as District Directors. The outside employment, activities or enterprises inconsistent with, incompatible to, or in conflict with an Director's District duties include those which:

- (1) involve the use for private gain or advantage of (a) a Director's District work, District facilities, District equipment and District supplies; or (b) the influence or prestige of his or her position with the District; or
- (2) involve receipt or acceptance by a District Director of any money or other consideration from anyone other than the District for the performance of an act which the Director would be required or expected to render in the regular course of his or her District obligations as a Director; or
- (3) involve the performance of an act in other than his or her capacity as a District Director which act may later be subject directly or indirectly to control, inspection, review, audit, or enforcement by the District.

4.03 No District Director shall solicit or accept gratuities, favors or anything of monetary value including personal loans, from contractors, subcontractors, consultants, potential contractors, potential consultants, or potential subcontractors, except an unsolicited gift of nominal intrinsic value. "Nominal intrinsic value" for purposes of this section shall mean a value of less than \$250, within a twelve-month period from a single source.

4.04 No current or former District Director shall disclose, permit disclosure or otherwise use confidential information acquired by virtue of his or her position with the District for his or her or another person's private gain or for any purpose except in the performance of his/her official duties and responsibilities for the District or as may be required by law. No District Director shall reveal information received in a lawful closed session of the District's Board of Directors unless such information is required by law to

be disclosed. No District Director shall take any action or provide any information for or on behalf of any prospective contractor or vendor that interferes with free and open competition for District contracts.

- 4.05** No District Director shall engage in or permit the unauthorized use of District-owned property, including but not limited to facilities, vehicles, materials, equipment, licensed software and information. Use of District property for purposes other than District business shall be considered an unauthorized use unless a Director has received prior approval for such use by the Board of Directors. Use of District property for non-District business will only be authorized when the Board of Directors determines it is in the best interest of the District to do so.

- 4.06** District Directors shall immediately report to the Board of Directors the existence of a conflict of interest, including a financial interest in making or participating in making of any governmental decision, so that appropriate action be taken.

V. POLITICAL ACTIVITY

- 5.01** Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any District Director.

- 5.02** No District Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the District.

- 5.03** No District Director shall directly or indirectly solicit a political contribution from a District employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include District employees.

- 5.04** No District Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a District employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to

such office.

- 5.05** No District Director shall engage in political activity while acting in his/her capacity as a Director for the District.

VI. NONDISCRIMINATION

- 6.01** District Directors shall not, in the performance of their District responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, sex, color, national origin, religion, disability, age, marital status, sexual orientation, or veteran status, and they shall make good faith efforts to support and comply with the District's equal opportunity and affirmative action goals and objectives.

VII. STATEMENTS OF ECONOMIC INTEREST

- 7.01** Directors shall file assuming office statements, annual statements and leaving office statements of economic interests with the District as required by state law. Assuming office statements for Directors shall include disclosure of investments and interests in real property and business but also income, gifts and loans income received during the 12 months prior to the date of assuming office. Upon receipt of these statements the District shall make and retain a copy and forward the original of these statements to the appropriate public agency.

VIII. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

- 8.01** District Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning District activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of the District shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a District employee or to retaliate against a Director or District employee for such disclosure.

Santa Cruz Metropolitan Transit District Expense List

Authorized
Transportation:
Airporter (e.g. shuttle)
Bridge tolls
Cab (to/from hotel)
Cab (to/from meetings & meals)
Parking at airport
Parking at hotel, conference center
Personal vehicle mileage to/from airport
Public transportation (e.g. bus, subway)
Rental Car with prior approval by General Manager
Transportation tickets (e.g. airline, train)
Meals:
Coffee break expenses
Meal beverages (non-alcoholic)
Reasonable cost meals for self
Tips for meals (15% maximum)
Personal Sundries:
Daily newspaper
Personal telephone calls (reasonable and customary, one per day)
Required seminar materials
Telephone calls (SCMTD business)
Traveler's check fee on travel advance
Lodging:
Self
Not Authorized
Transportation:
Baggage Claims
Cab (personal)
Tips to cabs
Tips for luggage handling
Meals:
Bar expenses
Meals for others (e.g. spouses, personal guests)
Meals upon return to Santa Cruz County
Snacks
Meals prior to departure
Personal Sundries:
Housekeeping tips
Clothes cleaning
Clothing
Entertainment (e.g. in room pay per view, movies, video rentals)
Hair care
Personal items (e.g. toothpaste)
Shoeshine
Souvenirs/Gifts
Trip Insurance
Lodging:
Other than self (e.g. spouse, personal guests)

SCMTD Board Rules of Order

First, please note that these suggested rules are a modification of Robert's Rules of Order. A strict following of Robert's Rules of Order is incredibly cumbersome and inefficient for a small group. The Board needs to use common sense in the application of these rules and may adopt additional modifications as problems become apparent. Nothing in formal rules can substitute for the need to have people stick to the subject at hand, not talk longer than necessary and try to cooperate in moving an agenda forward rather than deliberately use procedural rules to gum things up. That said, here are the basic rules:

1. Each meeting shall have an agenda which shall be made available, along with supporting materials, to the Board members and interested members of the public at least 72 hours before each meeting. The first item of business on each agenda shall be an opportunity to accept or change an agenda. The order of items may be changed and items may be deleted for lack of sufficient information to act on them. Items may not be added to an agenda without a 2/3 vote and a finding that there is either a serious emergency or that the item is urgent and only came to the attention of the body after the agenda deadline (which requires public posting a minimum of 72 hours before the meeting) had passed. The Chair, with the support of the SCMTD staff, shall establish the order for agenda items and the order should not be changed capriciously. The agenda should distinguish between items which are purely informational and items which will require action by the Board.
2. When the Board moves to an item for discussion, the Chair or the appropriate staff person usually introduces it, or some other member if that is more appropriate. Whenever possible, items will be introduced with a written recommendation for action. At any time any member other than the Chair may, after being recognized by the Chair, make a motion for action on the item. In many cases, some discussion should take place before a motion is made so that the motion adequately addresses the concerns of everyone present, or at least a majority of the Board.
3. It is not helpful to make motions which clearly have little support from the majority of the Board, since they are likely to be defeated and discussion of them is really a diversion. (Note that sometimes, individuals may have a political reason for introducing a motion that they know will fail just to get everyone's vote on the matter on the record, but this should be used sparingly and only on matters of importance, since it is inefficient and does not move the Board toward resolution.) Motions must be seconded for discussion. The lack of a second kills a motion and returns the Board to general discussion or a new motion. The Chair may not make motions but may second them.
4. One of the major responsibilities of the Chair is to move the Board to complete action on an agenda item. If the discussion seems to be going in circles, people are repeating themselves, etc., the Chair may suggest that it is, perhaps, time for a motion to resolve a discussion. Although the Chair may not make motions, he or she may suggest the content of a motion which other members may act on or not as they see fit.

The Chair really runs the meetings. He or she should generally defer to other members, saving comments (other than a brief introduction of an item) for last. Good chairs do manage to get input into a discussion, but their major responsibility is making the meeting run efficiently, calling on people in an even-handed fashion, encouraging people to make their comments brief and to the point, cutting people off when they are really going on too long. All of this must be done politely but firmly when necessary. Good chairing requires having a good sense of what the majority of the Board seems to want in terms of knowing when to cut off debate, encourage more debate, or ask a person to clarify a comment or a motion. The Board should respect its Chair and generally follow his or her advice. When it is clear that a ruling of the Chair does not reflect the majority of the Board's feelings, a motion may be made to overturn a Chair's ruling. This should be done infrequently. If it starts to happen frequently, it is time to think about electing a new Chair.

6. Once a motion is made and seconded, it is usually discussed (unless it is so obviously wonderful that everyone is just prepared to vote on it). Motions may be debated and they may be amended. An amendment must be an attempt to improve a motion. The chair may rule an amendment out of order if it completely undoes the intent of the main motion. (For example, a motion to add the word "not" in front of some proposed action is not acceptable.) The Board may only discuss one amendment at a time. If people don't like the amendment, they may speak against it and vote it down, but they may not amend an amendment. The following are procedures on amendments and motions:

a) The Chair may allow "friendly amendments" in which, if both the maker and seconder of the main motion like an amendment, they may just accept it into the main motion without a separate vote or further discussion. Friendly amendments should not be used as a means of cutting off debate when one or more members strongly oppose an amendment. When in doubt, or if the proposed amendment is highly controversial, the Chair should not allow an amendment to be accepted as "friendly," but should allow the members a chance to vote it up or down.

b) If in discussion of an amendment or a motion it becomes clear that everyone, including the maker and the seconder of the amendment or motion, change their minds and no longer think their amendment or motion makes much sense or believe that a different amendment or motion would be better, they may withdraw the original amendment or motion. Then, any member except the Chair may be recognized and make a different amendment or motion. A huge amount of time can be saved by having the maker and seconder of an amendment or motion recognize that someone else has a better idea, agree to withdraw their amendment or motion, and move the alternative that has been suggested and seems to have general member support.

c) A main motion may be amended as many times as the Board likes but once an amendment is made and seconded, that amendment must be discussed and either passed, rejected, or dropped by the maker and second before moving on to additional amendments or back to discussion on the main motion.

d) After the Board is finished amending a motion, the Board returns to the main motion for any brief final comments and then acts on the main motion. As a courtesy, a main

motion may be "divided" into parts if Board members want to indicate their rejection of parts of the motion. But the Chair must be sure that "dividing the question" does not result in an absurdity; for example, allowing Board members to vote in support of the spending half of a motion without also voting for the part of the action that pays for the spending (e.g.. a member votes that they support adding a bus route, but vote against appropriating the funds for the route).

e) After everyone who wants to speak to an amendment or motion has had his or her turn, any member who has been recognized may "call the question" which is a call for a vote on the amendment or motion on the floor. Unlike the formal Robert's Rules of Order, the Chair should either call the question or explain that they will allow a few more comments. As suggested above, the Board should respect the Chair in this matter. Board members should avoid calling the question simply out of impatience, and members should seek to avoid being redundant in their comments. As in all procedures, the Board has the right to overturn the Chair on the matter of calling the question, either insisting on more discussion or cutting debate off, but this should be used sparingly. A motion to overturn the Chair on any matter should either be taken without discussion or after only a brief comment from the Chair and the maker of the motion to overturn as to their reasons. Long debates about overturning rulings of the Chair are not productive and should be avoided at all costs. A Chair whose rulings are regularly overturned should seriously consider stepping down.

f) As with amendments, main motions may only be discussed one at a time. If members think they have a better motion than the one on the floor, they may say so, argue to defeat the motion on the floor and then if they succeed, offer their alternative. But action on the motion on the floor must be completed before moving on to another motion. (Unlike Robert's Rules of Order, "substitute motions" should not be accepted until the motion on the floor is defeated.)

g) An amendment, a motion, or even a whole discussion item may be "**tabled**." To table a motion is to cut off debate. Reasons for doing this might include becoming aware that there is insufficient information for action, that no position seems capable of getting a majority of support, or that the discussion is just bogging down and appears not capable of being rescued at the current meeting. An item may be tabled to a specific time (in which case the time to which is being tabled is debatable, e.g. an argument that a different date would serve the Board better) or an item may be tabled indefinitely. The latter is not debatable. As soon as it is made and seconded it must be voted up or down. An item that is tabled may be re-aggendized for a later meeting, but may not be brought up again during the meeting at which it is tabled. Tabling motions should be used sparingly. Confusing and unproductive discussion may be tabled. Bad ideas should generally not be tabled but voted down after a reasonable period of debate.

7. In discussion of an item, a motion, or an amendment there is a hierarchy or priority for recognition of speakers by the Chair. Generally, attempts to be fair, inclusive, and efficient are guiding principles. The Chair may decide on which order to call upon speakers. The following may be helpful hints:

a) Call first on people who have not spoken yet or spoken as much as others (rather than simply who shot their hand in the air first).

b) Generally, the Chair calls upon her or himself last.

c) The highest priority for recognition is called "**a point of personal privilege.**" If a member has been personally insulted or attacked, they should have an immediate opportunity to respond. This should be used very sparingly, and never abused as a cover to make some substantive point, since a person that abuses this right may lose it. If members of the Board are regularly insulting each other, the Chair should try and resolve the issue either immediately or outside of the meeting.

d) The next highest priority for recognition is a process comment or "**point of order.**" Again, this should never be used to slip in a substantive argument, but to clarify a confusing process. For example, if someone starts to make a second amendment to a motion when a prior one is still on the floor, a process comment would be to interrupt the substantive discussion to point out the problem to the Chair. Or an observation that the meeting is running way over time and a solution needs to be found before continuing with substantive discussion of issues would take priority over someone wanting to make another point in the debate.

e) Generally, it's a good idea to start discussion of an item by asking if there are questions before entering into debates, making motions, etc. So a Chair might begin an item by asking if there are any questions and then taking comments and accepting motions. Again, members should refrain from using the question period to slip in substantive comments. Do note, however, that sometimes starting a discussion with a suggested motion clarifies things even better than questions. Members of the Board making motions early in a discussion have a real responsibility to not lead the group down unproductive paths by making motions that have no hope of passing.

8. The Chair must decide when to accept public input on an item and to what extent they need to limit either the total time for comments or the time allowed each member of the public for comment. Sometimes it is best to take public comments right after the agenda item is described. Other times it makes more sense to wait until the issue is clear, at least after some initial debate among members. Sometimes, it even makes sense to wait until there is a motion on the floor, so the public really understands what they are commenting upon. The Chair may, again, be overruled about public input, but this should be done sparingly and only for very good reason.

Finally, please remember that no formal rules can substitute for Board members coming prepared to meetings, having a clear agenda with sufficient information for good decision making, and having members who make their best effort to be cooperative with the Chair and each other, listen to each others' points, who are willing to be flexible about positions, and who attempt to make decisions efficiently, even when they disagree with the outcome. Good participation and full input from members and the public is very important in good decision making, but getting through agendas --getting real things accomplished, making difficult decisions and then moving on -- is equally important.

Democracy suffers when groups are overly closed or dictatorial, but it also suffers when people get the perception that the SCMTD is so inefficient that it just doesn't get things done. The Board and its Chair should strive for a balance that respects full input from all participants, but also moves to action in a reasonably efficient manner.

Attachment C
Various Alternative Methods for the Selection of METRO's SCCRTC
Representatives

1. Board Chair Appoints Committee to Nominate Slates of Representatives and Alternates

The Board of Directors shall each year in January appoint its three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC). The Board Chair shall appoint a 3-member committee of Directors who shall nominate three representatives and three alternates to be submitted to the Board of Directors at its first meeting in January. **Nominations for representatives and alternates shall also be received by the Chair from other Directors.** Thereafter, at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed, a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives and/or a slate of alternates for appointment. If none of the previously nominated directors receive the appointments, then the Chair shall entertain further nomination from the Directors until such time as the Board of Directors approves three representatives and three alternates.

2. Individual Directors Nominate Slates of Representatives and Alternates

The Board of Directors shall each year in January appoint its three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC). At the first meeting in January, the Board Chair will accept nominations from any Director of representatives and/or nominations of alternates. Each nomination must include a slate of three nominations. Thereafter, at the second meeting in January, the Board of Directors shall vote on the nominated slates via a motion and a second. To be appointed, a nominated slate shall receive at least six affirmative votes. If none of the previously nominated slates receive the appointments, then the Chair shall entertain further nomination from the Directors until such time as a slate of representatives and a slate of alternates has been approved by the Board of Directors.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: May 28, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF THE OPEN MEETING REQUIREMENTS OF THE RALPH M. BROWN ACT INCLUDING PUBLIC TESTIMONY RIGHTS RE AGENDA ITEMS WHEN MEETING IS CONTINUED

I. RECOMMENDED ACTION

Accept and File Report

II. SUMMARY OF ISSUES

- At the May 14, 2003, Board of Director's regular meeting a presentation regarding the Brown Act took place;
- During the meeting, a question arose regarding public testimony rights on agendized items when a meeting is continued;

III. DISCUSSION

At the May 14, 2003, Board of Director's regular meeting a presentation regarding the Ralph M. Brown Act (Government Code §§54950 et. seq.) took place. At the meeting the public's right to testify regarding agendized items was discussed. Director Beautz asked whether the public's right to testify on an agendized item is modified in anyway if the topic is continued to a subsequent meeting. At a regular meeting of the Board of Directors, Government Code §54954.3(a) requires that every agenda for a regular meeting provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public within the subject matter jurisdiction of the Santa Cruz METRO. The public also has the right to address the Board of Directors before or during the Board's consideration of an item on the agenda. However, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by one of the exceptions set forth in Government Code §54954.2.

The only exception to the public testimony requirement is set forth in Government Code §54954.3(a) which provides as follows:

...the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed

exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body.

Therefore, the only time that public testimony rights can be curtailed is if a committee comprised exclusively of members of the Board of Directors holds a public meeting on the item at issue and allows the public the opportunity to address the committee on that item before or during the committee's consideration of the item and the item has not been substantially changed since the committee heard the item. The Board of Directors determines whether the item is substantially changed.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Relevant provisions of the Ralph M. Brown Act

WEST'S ANNOTATED CALIFORNIA CODES
GOVERNMENT CODE
TITLE 5. LOCAL AGENCIES
DIVISION 2. CITIES, COUNTIES AND OTHER AGENCIES
PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES
CHAPTER 9. MEETINGS
§ 54954.2. Agenda; posting; action on other matters

(a) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

CREDIT(S)

(Added by Stats. 1986, c. 641, § 5. Amended by Stats. 1993, c. 1136 (A.B. 1426), § 8, operative April 1, 1994; Stats. 1993, c. 1137 (S.B. 36), § 8, operative April 1, 1994; Stats. 1994, c. 752 (S.B. 752), § 8, operative March 30, 1994; Stats. 1994, c. 300 (A.B. 3035), § 7.)

< General Materials (GM) - References, Annotations, or Tables >

HISTORICAL AND STATUTORY NOTES

WEST'S ANNOTATED CALIFORNIA CODES
GOVERNMENT CODE
TITLE 5. LOCAL AGENCIES
DIVISION 2. CITIES, COUNTIES AND OTHER AGENCIES
PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES
CHAPTER 9. MEETINGS

§ 54954.3. Opportunity for public to address legislative body; adoption of regulations; public criticism of policies

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. However, the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

CREDIT(S)

(Added by Stats.1986, c. 641, § 6. Amended by Stats.1991, c. 66 (S.B.100), § 1; Stats.1993, c. 1136 (A.B.1426), § 9, operative April 1, 1994; Stats.1993, c. 1137 (S.B.36), § 9, operative April 1, 1994; Stats.1994, c. 32 (S.B.752), § 9, eff. March 30, 1994, operative April 1, 1994.)

<General Materials (GM) - References, Annotations, or Tables >

HISTORICAL AND STATUTORY NOTES

1997 Main Volume

Section affected by two or more acts at the same session of the legislature, see Government Code § 9605.

Operative effect of Stats.1993, c. 1137 (S.B.36), see Historical and Statutory Notes under Government Code § 54952.7.

Operative effect of Stats.1993, c. 1136 (A.B.1426), see Historical and Statutory Notes under Government Code § 54952.7.

LAW REVIEW AND JOURNAL COMMENTARIES

Review of selected 1993 California legislation. 25 Pac.L.J. 793 (1994).

11.01 Public Addressing the Board

- a. Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of District. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board of Director's concerning any item that has been described in the notice for the meeting before or during consideration of that item. Each individual addressing the Board of Director's shall have a maximum of three minutes.
- b. However, for good cause, the Board of Directors may limit the total amount of time allocated for public testimony on particular issues and/or for each individual speaker. "Good cause" includes consideration of the number of individuals who wish to address the Board, the length of the agenda, or the number of agenda items that include lengthy presentations and/or multiple speakers.
- c. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. No question shall be asked of a Board member except through the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: June 25, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF SUBMITTING COMMENTS WITH REGARD TO THE PROPOSED SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PROPOSED EXPENDITURE PLAN

I. RECOMMENDED ACTION

That the Board of Directors develop and submit comments to the Santa Cruz County Regional Transportation Commission regarding the Proposed Expenditure Plan that is anticipated to be submitted to the voters of Santa Cruz County in November 2004

II. SUMMARY OF ISSUES

- The Santa Cruz County Regional Transportation Commission (RTC) has approved transmitting a Proposed Expenditure Plan to the County of Santa Cruz and component cities for comments prior to conducting an additional poll.
- The RTC also approved requesting comments regarding the proposed Expenditure Plan from the Santa Cruz Metropolitan Transit District (METRO).
- The Proposed Expenditure Plan was developed over the past year by a Committee composed of Commissioners from RTC who considered both the transportation needs and the results of numerous polls.
- The Proposed Expenditure Plan, if approved by Santa Cruz County voters, would provide funding for the construction of High Occupancy Vehicle (HOV) lanes for carpools and buses on Highway 1.
- The Proposed Expenditure Plan would provide for funds, from an approved ballot measure, to be distributed to local government agencies for transportation projects selected by the legislative bodies of the respective agencies.
- The Proposed Expenditure Plan would provide funding for the Coastal Trail and, if needed, for the purchase of the Union Pacific Railroad Right-of-Way, as well as funds for improving safety on Highway 17.
- Funding that would offset part of the cost of developing the Pajaro Station is included in the Proposed Expenditure Plan.
- The Proposed Expenditure Plan includes funding for carpool programs, bicycle programs, and the lease of lots for Park and Ride facilities.

- In order to facilitate the implementation of express bus service on Highway 1, the Proposed Expenditure Plan provides funds for the purchase of four (4) buses and provides funds for the replacement of the four (4) buses after twelve years of operation.
- In order to enhance paratransit service the Proposed Expenditure Plan includes funding of \$5 million.
- Funding for the projects included in the Proposed Expenditure Plan is anticipated to be provided by the implementation of a 1/2% increase in the sales tax in Santa Cruz County for a period of thirty (30) years. The tax would require approval by two-thirds of the Santa Cruz County voters.
- Currently, it is anticipated that the Santa Cruz County Board of Supervisors will place the tax measure necessary to support the projects in the Proposed Expenditure Plan before the voters of Santa Cruz County in November 2004.

III. DISCUSSION

The Santa Cruz County Regional Transportation Commission (SCCRTC) through its Expenditure Plan Committee has been developing an Expenditure Plan for transportation projects that could be the basis of a ballot measure in the November 2004 election. There have been a series of polls conducted by the SCCRTC as well as a poll by the Santa Cruz County Business Council designed to gauge the priorities of the voters in Santa Cruz County so that the projects included in the Proposed Expenditure Plan are reflective of the needs of the community. The SCCRTC has approved distributing the Proposed Expenditure Plan to Santa Cruz County and component cities to obtain comments regarding the projects prior to conducting an additional poll regarding the plan. The SCCRTC has also requested that the METRO Board of Directors provide any comments that it may have with respect to the Proposed Expenditure Plan.

The SCCRTC proposed Expenditure Plan is attached to this Staff Report. The Plan includes funding for the widening of Highway 1 for the construction of carpool/high occupancy vehicle (HOV) lanes. The Plan also includes funding for local government projects that would be distributed to the local government agencies on the basis of population. Additionally, the Plan includes funds for the Coastal Trail, bicycle programs, carpool programs, and the purchase of the Union Pacific Right-of-Way, if needed. The Plan includes funds for safety improvements on Highway 17 and the development of the Pajaro Rail Station. The Proposed Expenditure Plan includes funds to lease facilities for park and ride lots and would fund the purchase of four (4) express service buses and funds to replace those buses when they have been in operation for twelve (12) years. In order to enhance paratransit service the Plan provides provides \$5 million in funds for paratransit service.

The projects that are included in the SCCRTC Proposed Expenditure Plan would be funded from the proceeds from a ½% increase in the sales tax in Santa Cruz County for thirty (30) years. The increase in the sales tax will require an affirmative vote by two thirds (2/3) of the voters of Santa Cruz County.

Staff recommends that the Board of Directors provide comments to SCCRTC regarding the projects that are included in the Proposed Expenditure Plan.

IV. FINANCIAL CONSIDERATIONS

Providing comments to the SCCRTC regarding the Proposed Expenditure Pan will not require the expenditure of funds from the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Santa Cruz County RTC Proposed Expenditure Plan

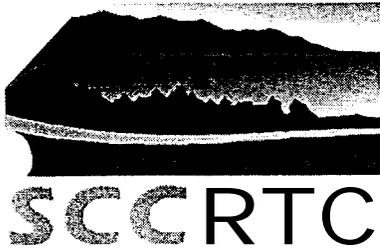
Attachment B: Informational Flyer Regarding the Proposed Expenditure Plan

Santa Cruz County Local *Transportation Sales Tax* Measure - **November 2004**
Draft Program of Projects

(4/5/2004)

1/2 cent sales tax, 30 years	2003 M\$	% of Ttl	Allocation Notes *
Total Revenue [2003 \$]**	530	100%	
Proposed Program of Projects:			
Highway 1 Widening/Carpool Lanes Santa Cruz to Aptos ***	333	62.8%	Annual allocation; A-C allocates to HCA
- 3 New Bicycle and Pedestrian Overcrossings*****	7	1.4%	Additional allocation to HCA as part of overall Hwy1/HOV project
- Highway 1 Express Buses	5	0.9%	Fixed amount, adj. for inflation; RTC allocates
- Park/Ride Lots and Carpool/Alternative Transportation Programs	a	1.5%	Annual allocation to RTC/Commute Solutions; RTC allocates
Local City & County Transp. Improvements - Street/Road/Bicycle/Ped/Transit	108	20.4%	Annual allocation by population (updated via census) to County, Cities; A-C allocates
Coastal Bicycle/Pedestrian Trail next to rail line	21	4.0%	Fixed amount; adj. for inflation; RTC allocates ****
Senior & Disabled Transportation Services	15	2.8%	Annual allocation; RTC allocates to service providers
Highway 17 Safety Programs	5	0.9%	Annual allocation; RTC allocates to CHP, Caltrans
Watsonville-Pajaro Junction Rail Station	5	0.9%	Fixed amount, adj. for inflation; RTC allocates to TAMC/Caltrain
Contingency/Reserve	17	3.2%	Annual allocation to reserve fund; RTC allocates
Administration	6	1.1%	Annual allocation to RTC to administer & oversee Expenditure Plan implementation, audits, reporting

* All amounts and percentages approximate - see Expenditure Plan for Allocation Instructions and more detailed project descriptions; A-C=County Auditor-Controller
 ** From Financial Plan; assumes 1% real growth
 . ** From Financial Plan, includes debt service, extension to San Andreas Rd., and contingency. Latest Nolte est. is \$10M lower for Phase 2.
 **** Up to 50% of this allocation may be used for rail line acquisition if necessary.
 *****Additional costs for bike/ped improvements on existing overcrossings may also be pulled out from overall Hwy 1 project costs, once calculated.
 Please note: For all projects, additional funds from other sources will be used to match the sales tax measure funds.



Funding Santa Cruz County's Transportation Needs

Fact Sheet
April 2004

Current Transportation Fund Sources Fall Short

Based on input from Santa Cruz County citizens, the various entities involved in constructing and operating transportation facilities and services throughout the county have put their heads together to look at how to fund the area's transportation needs over the next 25 to 30 years.

Though current funding from gas taxes and the like provide some funding for all sorts of transportation projects, there is a significant gap between transportation needs and transportation funding. Also, most existing funds are restricted to certain types of projects-nearly half can only be used for transit projects and services.

At current funding levels and given the state budget crisis, we can expect gridlock on Highway 1 to get worse and our local streets and roads to continue to crumble, unless we do something about it.

Local Transportation Ballot Measure

In order to close the funding gap and to improve local transportation as quickly as possible, the regional transportation planning agency for Santa Cruz County, the Santa Cruz County Regional Transportation Commission, is considering a county-wide 1/2-cent local sales tax measure for the November 2004 ballot as a way to obtain sufficient funds to add carpool lanes

on Highway 1 (the areas highest priority project) and fund other needed transportation projects. The voters in eighteen counties representing 80% of California's population have approved local transportation sales tax measures to improve their local transportation systems.

If approved by Santa Cruz County voters, the local sales tax would generate \$530 million (in 2003 dollars) over thirty years, all of which would be spent on local transportation. Only projects contained in an Expenditure Plan (see side *bar*) approved by voters would be eligible for these local sales tax dollars. In no case would the State or Federal government be able to divert these dollars out of our region for any other purpose.



Traffic frequently backs up on Highway 1.

Proposed Project List for the Local Transportation Sales Tax Ballot Measure

	<i>\$ Millions</i>
Carpool Lanes on Highway 1	\$333
New Bike/ Pedestrian Bridges over Highway 1	\$7
Hwy 1 Express Buses	\$5
Park and Ride Lots and Alternative Transportation Programs	\$8
Local Projects-road repairs, bike lanes, walkways, and more	\$108
Coastal Pedestrian/ Bike Trail adjacent to rail line	\$21
Senior and Disabled Transportation	\$15
Highway 17 Safety Programs	\$5
Watsonville-Pajaro Train Station	\$5
Reserve for Potential Cost Increase	\$18
Administration	\$5
Total	\$530 Million

Based on the *Draft Expenditure Plan*. Funds are shown in 2003 dollars and reflect the portion of *project* cost to be funded by sales tax revenues. See reverse *more information*.

Why is a New Sales Tax Needed to Widen Highway 1?

- Largest public works project in over 50 years
- Would take at least 35 years to fund with existing sources
- Local control over construction and design features
- Sales tax dollars stay in Santa Cruz County
 - Local sales tax cannot be diverted to other parts of State
- Santa Cruz County, not the State, determines transportation priorities



Proposed Expenditure Plan Project List for a Local Transportation Sales Tax Ballot Measure

The Expenditure Plan, currently in draft form for public review, would fund the following high priority projects:

- Adding **carp001 lanes** on **Highway 1** between Santa Cruz and Aptos. The Santa Cruz County Regional Transportation Commission has designated the Highway 1 Car-pool Lanes project as the highest priority regional transportation project for our county. The new car-pool lanes will be open to carpools with 2 or more occupants, van-pools, express buses and emergency vehicles. This project is slated to receive 63% of the sales tax measure funds and will be overseen by the newly formed Highway Construction Authority. Construction of the car-pool lanes will likely occur in stages, starting with the northern part of the freeway.
- **Three new bicycle and pedestrian bridges over Highway 1** will also be built as part of the Highway 1 Car-pool Lanes project.
- To maximize use of the carpool lanes, **new express buses, park and ride lots and alternative transportation programs** will be provided, funded by 2.4% of the sales tax money.
- **Local City & County transportation maintenance and improvements** will be implemented. Over 20% of the sales tax dollars will be distributed annually to local cities and the County (by a population based formula) to fill potholes and to improve streets, bikeways, walkways, and transit. Based on input from their residents, each City Council and the County Board of Supervisors will decide which specific projects to fund.
- \$2.1 million will be used to build **the Coastal Bike/Pedestrian Trail**, a bikeway/walkway adjacent to the existing Watsonville to Davenport rail line.
- 2.8% of the annual sales tax dollars will be allocated to improve **transportation for seniors and disabled persons.**
- Approximately 1% will be spent each year to **improve safety on Highway 17.**
- To connect with train service to San Jose, the San Francisco Bay Area, and Monterey County, \$5 million will be spent on a **train station at Watsonville-Pajaro Junction.**

Consistent with other local transportation sales tax measures, administrative costs will not exceed 1%. A reserve of 3% is proposed for project cost increases.

The sales tax measure funds will be distributed to each project annually. The entities responsible for each category of projects will determine **how to expedite** implementation of the projects. For instance, the Highway 1 Construction Authority plans to use bonds in order to construct the Highway 1 Car-pool Lanes project sooner.

What is the SCCRTC and HCA?

The Santa Cruz County Regional Transportation Commission (SCCRTC) is the transportation planning, programming and financing agency for Santa Cruz County.

The Highway 1 Construction Authority (HCA) is a new agency solely focused on expediting construction of the Highway 1 Car-pool Lanes project.

Let us know your thoughts!
The SCCRTC would like to hear your input on the proposed Expenditure Plan for the local transportation sales tax measure. Submit your comments to SCCRTC by June 2, 2004.

To submit comments and/or to be notified of future public meetings on the Expenditure Plan **contact the Santa Cruz County Regional Transportation Commission at 1523 Pacific Avenue, Santa Cruz, 95060, (831) 460-3200, or e-mail: info@sccrtc.org.**

For more information **visit us on the web at www.sccrtc.org.**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: June 11, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE NECESSARY DOCUMENTS AS THE REPRESENTATIVE OF METRO, THE OWNER OF THE PROPERTY, TO FACILITATE THE VIA DEL MAR PROJECT WHICH IS ADAJACENT TO THE WATSONVILLE TRANSIT CENTER---ACTION REQUIRED

I. RECOMMENDED ACTION

Authorize the General Manager to execute any necessary documents in order to facilitate the development of the Via del Mar Project including approving the sublease of the property from the City of Watsonville and MP Transit Center Associates, A California Limited Partnership through passage of the attached Resolution

II. SUMMARY OF ISSUES

- On or about March 25, 1999, the City of Watsonville Redevelopment Agency expressed interest in acquiring two properties located adjacent to the Watsonville Transit Center in Watsonville (APNs 17-011-51 and 52)
- In August 2000, the Santa Cruz METRO Board of Directors authorized the General Manager to execute a Lease Agreement for these two parcels with the City of Watsonville for a nominal amount in order to facilitate a transit-related development.
- In December 2002, a 3-page architectural drawing of the facility was presented to the Board of Directors to provide an update on the work done on the project.
- On July 25, 2003, the Board of Directors approved in concept a grant of a restricted right-of-way to PG&E so that it could access a transformer to be located on the project site but only accessible via the Watsonville Transit Center.
- On July 25, 2003, the Board of Directors authorized the general manager to execute a license agreement so that the Via del Mar can utilize the Watsonville Transit Center trash enclosure on garbage days in order to avoid leaving the trash receptacles on either the sidewalks on Beach or Rodriguez Streets.
- Construction of the project is due to begin in July 2004.
- On May 11, 2004, the City of Watsonville approved a sublease of the property to MP Transit Center Associates, a California Limited Partnership. The City is now asking METRO to approve the sublease.

- At the May 28, 2004 meeting, the Board of Directors authorized the General Manager to execute a Land Division application to combine the two parcels owned by METRO in order to issue the building permit.
- Also on May 28, 2004, this Board authorized the General Manager to execute a license agreement in conjunction with Mid-Peninsula's request that it be allowed to demolish and reconstruct the current sidewalk joining the Watsonville Transit Center and the Via Del Mar in order to facilitate the project.
- Additionally, there are other documents that need to be executed by the owner of the property to facilitate the project.

III. DISCUSSION

In 1988, the Santa Cruz Metropolitan Transit District purchased APNs 17-011-51 and 52 from the Alexander family, lots believed to be necessary for the construction of the Watsonville Transit Center with local and state funding. According to a Board report written in late 1987, the property was to be used for "off-street parking for occupants and customers of the adjacent transit center."

The Alexander property was never turned into a park and ride lot or a customer parking lot. In fact, in April 1999, the METRO Board of Directors declared the property to be surplus.

In August of 2000, the METRO Board of Directors authorized the General Manager to execute a Lease with the City of Watsonville for the Alexander properties located adjacent to the Watsonville Transit Center. The term is 99 years. The City of Watsonville has subleased the property to MP Transit Center Associates, a California Limited Partnership, for a term of 80 years in order to construct, operate and maintain a transit-orientated housing project including a child care center, called the Via Del Mar. (This sublease is available for inspection at the Santa Cruz METRO Administrative Offices at 370 Encinal Street, Suite 100, Santa Cruz, CA.) MP Transit Center Associates is a limited partnership with Mid-Peninsula the Farm, Inc. and is the General Partner. The Project Manager is Jane Royer Barr. According to Ms. Barr, the project will have 40 one, two and three bedroom units and a community center located on the top of a parking podium. The units will be a mix of apartments with townhouses above. The top of the podium will also include a tot- lot and landscaped areas with trees and benches for the residents to enjoy. There will also be on onsite laundry facility. Additionally, there will be a 2,732 square foot child care center located on the ground floor facing West Beach Street with a 2,636 outdoor play court attached.

At the May 28, 2004 meeting, this Board of Directors authorized the General Manager to execute a Land Division Application, which effectively merged the two parcels into one so that a building permit could be issued by the City of Watsonville. This application was submitted to the City of Watsonville with a new legal description.

On the May 11, 2004, the Watsonville City Council approved a sublease with MP Transit Center Associates, a California Limited Partnership. The METRO-Watsonville lease allows for the transfer utilizing the following procedure: 1.) The Lessee shall first submit to METRO information regarding such proposed transfer including the proposed documents to effectuate the transfer and information regarding the transferee's financial strength and the transferee's capacities and expertise with respect to operation and management of similar affordable housing developments. 2.) METRO is required to approve of the transfer by written notice to Watsonville if based upon the information submitted by Watsonville and any other information available to METRO it appears that, following the Transfer, the transferee will have sufficient financial strength and management and operation expertise in the ownership and operation of affordable housing developments to fully perform and comply with all terms of the lease.

Watsonville has advised that Mid-Peninsula The Farm is a non-profit corporation and an affiliate of Mid-Peninsula Housing Development Organization ("CHDO") which is approved by the State of California to further the development of affordable housing in Santa Cruz and Monterey Counties. Mid-Peninsula The Farm has been in the business of development of affordable housing for 35 years. It has developed and owns over 5000 units in approximately 85 developments in seven counties throughout northern California. Locally it has developed The Farm in Soquel, Santa Andreas in South County and Emerald Hill in Scotts Valley. The Finance Manager is reviewing the financial documentation provided METRO to determine the financial stability of the partnership. See letter from Jane Barr re Mid-Peninsula Housing Coalition, marked as Attachment A.

Mario Maldonado, Project Manager for Redevelopment & Housing Department of Watsonville, advised that based on Mid-Pensinsula's past performance and the financing it has secured for the Via del Mar Project, the City of Watsonville is pleased to be working with Mid-Peninsula on this transit oriented affordable housing project.

Lastly, in addition to approval of the Land Division Application, Ms. Barr as indicated that there are many documents that METRO, as the owner of the property, will need to sign in order to facilitate this development. These documents include a Regulatory Agreement, Construction Deed of Trust with Assignment of Rents, and Security Agreement and Fixture Filing, which are available for review at the METRO's Administrative Offices. Ms. Barr has indicated that there will probably be other documents that will require the owner's signature. METRO staff is requesting the General Manager be given authority to execute all necessary documents to facilitate this project. A Resolution is attached, marked as Attachment B.

IV. FINANCIAL CONSIDERATIONS

METRO is not been required to fund this project. METRO staff has been utilizing its time in reviewing documents and preparing reports and other documents.

V. ATTACHMENTS

Attachment A: Letter from Mid-Peninsula Housing Coalition

Attachment B: Resolution

May 29, 2004

Ms Margaret Gallagher
Santa Cruz Metropolitan Transit District
370 Encinal Way, Suite 100
Santa Cruz, CA 95060

RE: Via del Mar Update

Dear Peggy,

At your request, I am providing this update in regard to the Via del Mar project. All funding, both construction and permanent, necessary to undertake the project is committed. Funding commitments received for the project are as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Redevelopment Agency of the City of Watsonville	\$ 1,215,000*
City of Watsonville Childcare Grants	429,846**
State Housing & Community Development: HOME Program	1,000,000*
Federal Home Loan Bank Affordable Hsg Program/Bank of the West	239,000**
State Housing & Community Development: Prop 46 Joe Serna	600,000**
State Housing & Community Development: Prop 46 MHP	3,092,739*/**
California Housing Finance Agency (CalHFA)	860,000*
Mid-Peninsula Housing equity contribution	500,000**
Mid-Peninsula Housing deferred developer fee	120,959*
Alliant Capital Ltd (tax credit limited partner) equity	<u>4,117,036**</u>
TOTAL	\$12,174,580

* = loan

** = grant or equity

CalHFA is also providing the construction loan of \$6,725,000 through a bond as approved by the California Debt Limit Allocation Committee. Of the total construction bond, \$860,000 will remain as permanent funding.

We are scheduled to close the majority of the loans on June 18th. The tax credit partner will close and fund the initial equity approximately 60 days after the close of the loans.

MHP, the permanent loan, and the balance of the limited partner equity will take out the construction loan after completion of construction.

The construction bid has been received and the construction contract will be signed prior to loan closings. We are within budget and have contingency fundings to cover unforeseen circumstances.

As a reassurance to your board, Mid-Peninsula has been in the business of development of affordable housing for 35 years. We have developed and own over 5400 units in approximately 85 developments in seven counties throughout northern California. Currently six projects are in the development and/or construction stage representing 420 units that will be completed in 2004 and 2005. Mid-Peninsula Housing Coalition is a private non-profit that has a history of financial stability. Mid-Peninsula has never defaulted on a loan. Based upon our past performance and the financing for Via del Mar, please rest assured that this project is a very viable one.

We are excited about the imminent start of construction and look forward to the project completion in October of 2005.

Please call me at 761-7217 if you have any further questions about the project.

Sincerely,

Jane Royer Barr
Project Manager

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 Approving the Sublease between the City of Watsonville and MP Transit Center Associates for the Via del Mar Project Property and Authorization for the General Manger to Execute Necessary Documents on behalf of the Owner to Facilitate the Development of the Via del Mar Project

WHEREAS, on or about March 25, 1999, the City of Watsonville Redevelopment Agency expressed interest in acquiring two parcels, (APNs 17-011-57 and 58) owned by the Santa Cruz Metropolitan Transit District (METRO) and located adjacent to the Watsonville Transit Center in Watsonville for the construction, operation and maintenance of a transit-oriented, multi-residential facility (Via del Mar Project);

WHEREAS, in August 2000, the Santa Cruz METRO Board of Directors authorized the General Manager to execute a Lease Agreement for these two parcels with the City of Watsonville for a nominal amount in order to facilitate the Via del Mar Project;

WHEREAS, the Board of Directors authorized the joining of the two parcels and construction of the Via del Mar Project is due to begin in July 2004;

WHEREAS, the City of Watsonville desires to sublease the Via del Mar Project site to MP Transit Center Associates, a California Limited Partnership;

WHEREAS, the Via del Mar Project development will require the owner of the property or its authorized agent to execute necessary documentation to facilitate the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT,

The Board of Directors approves the sublease of the Via del Mar Project Property by the City of Watsonville with MP Transit Center Associates, a California Limited Partnership;

The Board of Directors authorizes the General Manager of the Santa Cruz Metropolitan Transit District to execute necessary documents as the owner of the property to facilitate the Via del Mar Project as long as such execution does not create a partnership, joint venture or any other relationship which would create liability for METRO on the Via del Mar Project with Santa Cruz Metropolitan Transit District;

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on June 11, 2004, 2000, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS

EMILY REILLY
Chairperson

ATTEST:

LESLIE WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: June 25, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF GRANTING RIGHT OF WAYS TO PG&E TO LOCATE A TRANSFORMER ON THE VIA DEL MAR PROJECT SITE, RUN PG&E LINES UNDERNEATH WATSONVILLE TRANSIT CENTER SIDEWALK AND ALLOW ACCESS TO THE TRANSFORMER VIA THE TRANSIT CENTER

I. RECOMMENDED ACTION

Approve Easement Right of Ways to Allow PG&E to locate a transformer at the Via del Mar site, run PG&E lines to the transformer underneath a Watsonville Transit Center sidewalk and allow access to the transformer through the Watsonville Transit Center site as long as there is no impact to the manner of operation of the Watsonville Transit Center including Santa Cruz METRO bus service.

II. SUMMARY OF ISSUES

- On or about March 25, 1999, the City of Watsonville Redevelopment Agency expressed interest in acquiring the property located adjacent to the Watsonville Transit Center in Watsonville (APNs 17-011-51 and 52)
- On August, 2000, the Santa Cruz METRO Board of Directors authorized the General Manager to execute a Lease Agreement for two parcels owned by Santa Cruz METRO adjacent to the Watsonville Transit Center with the City of Watsonville for a nominal amount in order to facilitate a transit-related development, referred to as Via Del Mar, on the site.
- The Via Del Mar plans call for a transformer to be placed in a location on the Via del Mar site that can only be accessed by PG&E via the Watsonville Transit Center. Additionally lines to the transformer are planned to run underneath the sidewalk at the Watsonville Transit Center. As a result PG&E is requesting a building restricted right-of-ways for these purposes.
- The Right of Ways would be actual grants of easements, which would be recorded and are not revocable.

III. DISCUSSION

In 1988, the Santa Cruz Metropolitan Transit District purchased APNs 17-011-51 and 52

from the Alexander family, lots believed to be necessary for the construction of the Watsonville Transit Center. According to a Board report written in late 1987, the property was to be used for “off-street parking for occupants and customers of the adjacent transit center.”

The Alexander property was never turned into a park and ride lot or a customer parking lot. In fact, in April 1999, the METRO Board of Directors declared the property to be surplus. At that time the staff was directed to consider whether leasing the property for a transit related project as advantageous to the Transit District.

In August of 2000, the METRO Board of Directors authorized the General Manager to execute a Lease with the City of Watsonville for the Alexander properties located adjacent to the Watsonville Transit Center. The City of Watsonville sublet the property with METRO approval to Mid-Peninsular-The Farm for 80 years in order to construct, operate and maintain a transit-orientated housing project including a child care center, called the Via Del Mar. Jane Royer Barr is the Mid-Peninsular Project Manager for this project.

At this time, the Project Manager is requesting that the Santa Cruz METRO’s Board of Directors consider granting PG&E right of ways that will facilitate the operation of the project. In order to provide electricity to the Via del Mar Project, PG&E must locate a transformer on the project site. The location that PG&E has chosen is at the rear of the project which will necessitate PG&E wires being located underneath the Watsonville Transit Center sidewalk that forms the border along the Via del Mar Project. Additionally, the location of the transformer can only be accessed by utilizing the Watsonville Transit Center property. Servicing of the transformer will not necessitate PG&E workers to require access to the Transit Center property. However, if the transformer ever needs to be replaced, PG&E workers will have to utilize the Watsonville Transit Center property to do so. This particular right-of-way will prevent the Santa Cruz METRO from building any structure which would interfere or impede PG&E’s ability to access the location of the transformer.

As a result of the specific requests herein, the Project Manager and PG&E are requesting that Santa Cruz METRO, as the owner of the properties, grant to PG&E the following right-of-ways: 1. Right of Way to locate the transformer at the project site. (This approval is required of METRO, the City of Watsonville, and MP Transit Center Associates.); 2. Right of Way to locate electrical lines underneath the sidewalk that connect from offsite to the transformer and also to the meters onsite; 3. A building restricted right-of-way, which would prevent Santa Cruz METRO from constructing a building in the path of access to the transformer and allow access to the transformer for replacement.

The Right of Ways should expressly stipulate that the operation of the Watsonville Transit Center including bus service will not be interfered with and that Santa Cruz METRO will not be responsible for any costs associated with the right of Ways.

Dennis Ben, from PG&E, will be present at the June 25, 2004 Board meeting in order to provide any additional information and answer any questions that arise.

The proposed agreements are attached hereto as Attachment A. David Konno, the Facilities Maintenance Manager has reviewed the agreements and has indicated that the placement of the lines on the transit center property will disrupt bus service and impact operations of the center.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: PG&E Right of Ways

TO - JANE BARR (10 sheets) FAX # 761-7213

Attachment A

June 17, 2004

MID PENINSULA MOUSING
Mr. Jane Barr
658 Balr Island Rd, Ste. 300
Redwood City, CA 94063

RE: Easement Agreement for *Underground Electric Service*

Our File: 30319078

Dear Ms, Barr:

Enclosed for signature is the Easement Agreement required to extend utility service to the Transit property you lease. Please have the appropriate parties sign the "PG&E Go. Copy" and return it to this office for further processing. The postage paid envelope is provided for your convenience. The "Duplicate Original" copy may be retained by the signing party for their records.

So that the document will be in recordable form, the signature(s) must be notarized by a Notary Public, An appropriate acknowledgment form is included,

Your cooperation in this matter is appreciated. Please call me at (831) 784-3443 if you have any questions regarding the easement agreement. All project related questions should be directed to Albert Troiano, our Project Manager, at (831) 479-3118.

Sincerely,

Kyle A. Patten
Sr. Land Technician

Enclosures

cc: A, Troiano

62311 (REV. 2-93)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
356 E. Alisal Street
Salinas, CA 93901

Location: City/Unit: _____

Recording Fee _____

Document Transfer Tax \$ _____

[] Computed on Full Value of Property Conveyed, or

[] Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a subdivision of the State of California,

hereinafter called **first party**, hereby **grants to PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called **second party**, the right from time to time to **construct, reconstruct, install, inspect, maintain, replace, remove, and use** facilities of the type hereinafter **specified, together** with a right of way **therefor**, within a **strip or parcel of land or along a route** as hereinafter set forth, and also **ingress thereto and egress therefrom**, over and **across** the lands **situate in the City of Watsonville, County of Santa Cruz, State of California**, described as follows:

(APN 17-011-56)

The parcel of land described and designated **PARCEL ONE** in the deed from Crocker National Bank to first party dated **May 9, 1986** and recorded on **Volume 3985** of Official Records at **page 347**, Santa Cruz County Records.

Said facilities shall consist of:

Such **underground** conduits, **pipes, manholes, service boxes, wires, cables, and electrical conductors**; aboveground **posts, risers, and service pedestals**; **underground and aboveground** switches, **fuses, terminals, and transformers with associated concrete pads**; and **fixtures and appurtenances necessary** to any and all thereof, as **second party** deems necessary located within the **strip of land** of the uniform **width** of **10 feet**, **tying 5 feet** on each **side of the alignment** of the facilities as initially installed hereunder, the approximate center line of which is **delineated by the heavy dashed line and designated RIGHT OF WAY "A"** shown upon the print of the **second party's Drawing No. 12-2-59S** attached hereto and made a part hereof.

First party further grants to **second party** the right to **assign to another public utility as defined in Section 216 of the California Public Utilities Code** the right to **install, inspect, maintain, replace, remove and use** communication facilities within said strip or route (including **ingress thereto and egress therefrom**).

SHEET B

82-3113 (REV. 1-00)

First party shall not erect or construct any building or structure or drill or operate any well within said strip of land.

First party acknowledges that they have read the attached Grant of Easement Disclosure Statement (EXHIBIT B), which by this reference is made part of this Grant of Basement.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated _____, 2004.

Area 3, Central Coast Division
Salinas Land Services
Distribution
MDB&M, T12S, R2E, Sec. 8, N 1/2 of NW 'A
FERC License Number: N/A
Drawing No. 12-2-59S
LD affected
LD Ref.
Type of Interest #4, #43
% Quitclaimed: N/A
PM 30319070
JCN: N/A
County of Santa Cruz
Prepared By: K. Patten
Checked By: D. Ben
Revision Number:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By: _____

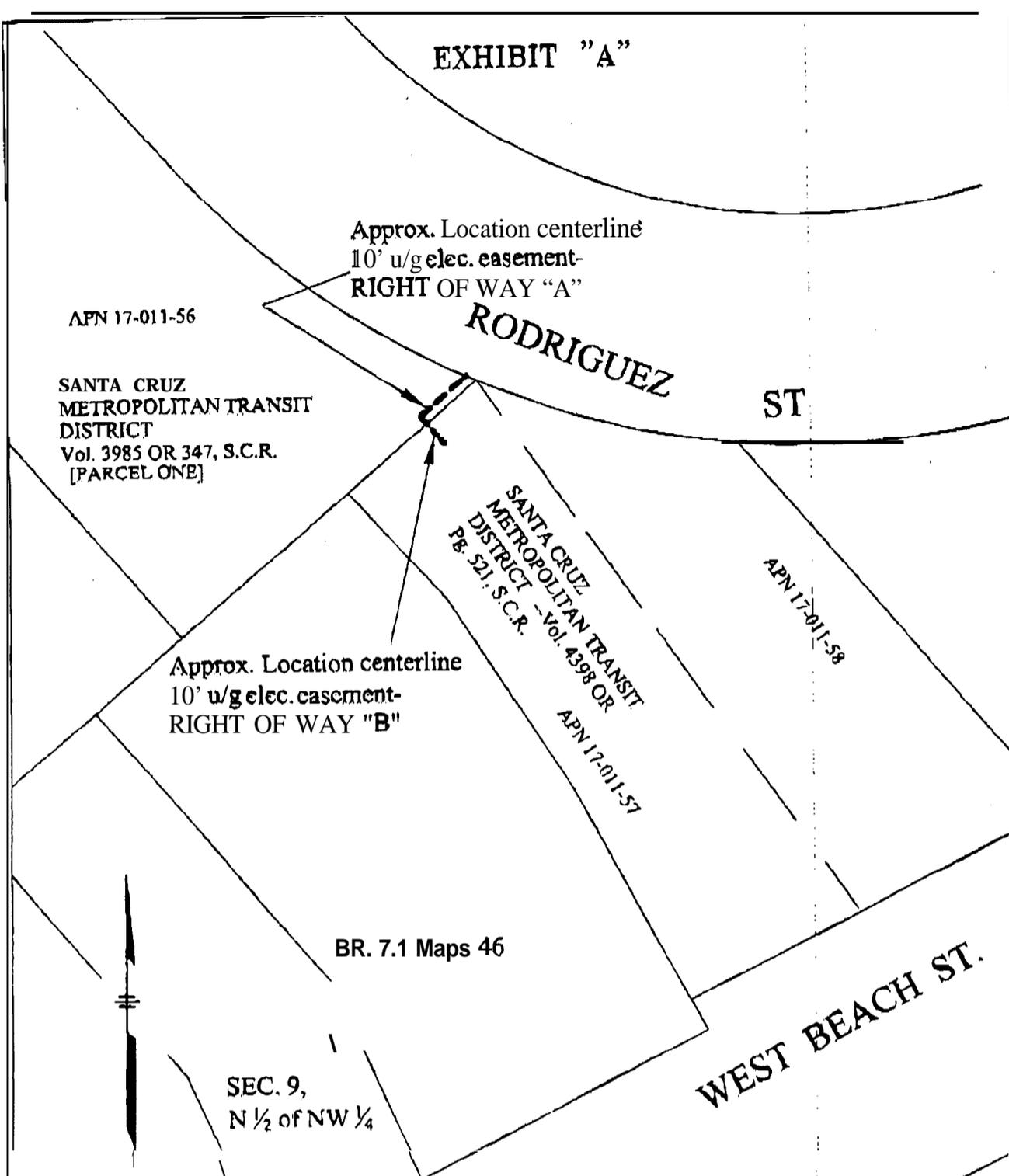
By: _____

State of _____
County of _____

on _____ before me, the undersigned, a Notary Public for said State, personally appeared _____ personally known to me OR () proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Notary's Signature

- CAPACITY CLAIMED BY SIGNER: () Individual(s) signing for oneself/themselves
() Corporate Officer(s) of the above named corporation
() Guardian of the above named individual(s)
() Partner(s) of the above named partnership(s)
() Attorney(s)-in-Fact of the above named principal(s)
() Trustee(s) of the above named trust(s)
() Other - _____



pplicant: Mid Peninsula Housing				SCALE None	DATE 6/15/04
SECTION 9	TOWNSHIP 12S	RANGE 2E	MERIDIAN MDB&M	COUNTY OF: Santa Cruz	CITY OF: Watsonville
PLAT MAP Q-20-4C		DR. BY: K. Patten		CC 30319078	CH. BY: DBB
REFERENCES SJL-8571A		DIVISION		AUTHORIZ	DRAWING NO. 12-2-59S

62311 (REV. 2-93)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
356 E. Alisal Street
Salinas, CA 93901

Location: City/Uninc _____

Recording Fee _____

Document Transfer Tax 6 _____

() Computed on Full Value of Property Conveyed, or

() Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

EASEMENT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a public body of the State of California,

CITY OF WATSONVILLE, a public body of the State of California, as to a leasehold interest,

MP TRANSIT CENTER ASSOCIATES, a California Limited Partnership, as to a leasehold interest,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Watsonville, County of Santa Cruz, State of California, described as follows:

(APN 17-01 I-57)

The parcel of land described in the deed from Allan Louis Alexander and others to first party dated May 9, 1986 and recorded on Volume 4398 of Official Records at page 521, Santa Cruz County Records.

Said facilities shall consist of:

Such, underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder, the approximate center line of which is delineated by the heavy dashed line and designated RIGHT OF WAY "B" shown upon the print of the second party's Drawing No. 12-2-59S attached hereto and made a part hereof.

02-0113 (REV. 1-90)

SHEET B

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip or route (including ingress thereto and egress therefrom).

First party shall NOT erect or construct any building or structure or drill or operate any well within said strip of land.

First party acknowledges that they have read the attached Grant of Easement Disclosure Statement (EXHIBIT B), which by this reference is made part of this Grant of Easement.

The legal description, herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated _____, 2004.

Area, 3, Central Coast Division
Salinas Land Services
Distribution
MDB&M, T12S, R2E, Sec. 9, N 1/2 of NW 1/4
FERC License Number: N/A
Drawing No. 12-2-59S
LD affected
LD Ref.
Type of Interest #4. #43
% Quitclaimed: N/A
PM 30319078
JCN: N/A
county of Santa Cruz
Prepared By: K. Patten
Checked By: D. Ben
Revision Number:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By: _____

CITY OF WATSONVILLE, as to a leasehold interest

By: _____

MP TRANSIT CENTER ASSOCIATES, as 1.0 a leasehold interest

By: _____

State of _____
County of _____

On _____ before me, the undersigned, a Notary Public for said State, personally appeared _____ () personally known to me OR ()
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary's Signature

- CAPACITY CLAIMED BY SIGNER:
- () Individual(s) signing for oneself/themselves
 - () Corporate Officer(s) of the above named corporation
 - () Guardian of the above named individual(s)
 - () Partner(s) of the above named partnership(s)
 - () Attorney(s)-in-Fact of the above named principal(s)
 - () Trustee(s) of the above named trust(s)
 - () Other _____

State of _____
County of _____

On _____ before me, the undersigned, a Notary Public for said State, personally appeared _____ () personally known to me OR ()
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
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WITNESS my hand and official seal.

Notary's Signature

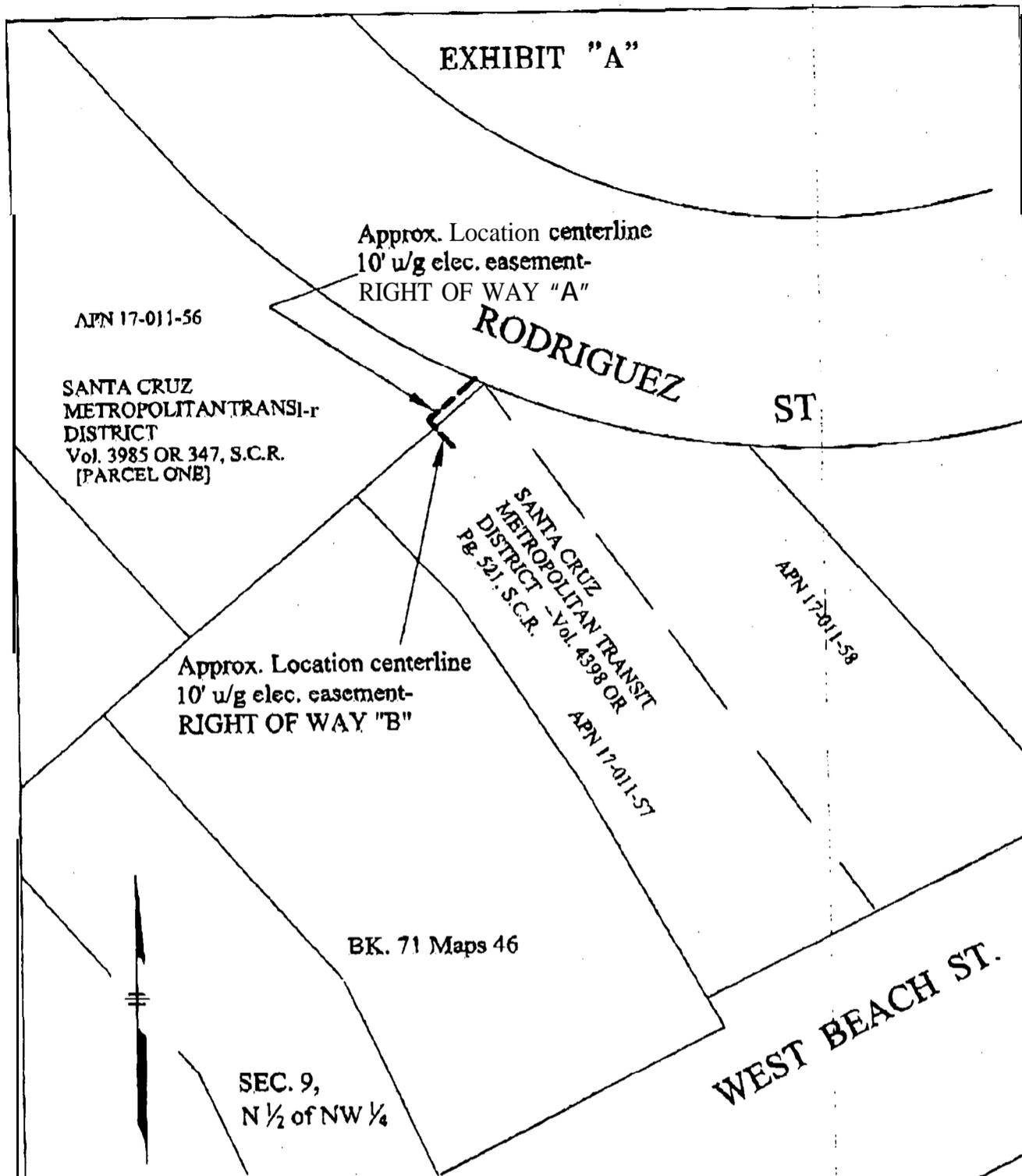
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 - () Attorney(s)-in-Fact of the above named principal(s)
 - () Trustee(s) of the above named trust(s)
 - () Other _____

State of _____
County of _____

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 - () Partner(s) of the above named partnership(s)
 - () Attorney(s)-in-Fact of the above named principal(s)
 - () Trustee(s) of the above owned trust(s)
 - () Other _____



Applicant: Mid Peninsula Housing				SCALE: None	DATE: 6/15/04
SECTION: 9	TOWNSHIP: 12s	RANGE: 2E	MERIDIAN: MDB&M	COUNTY OF: Santa Cruz	CITY OF: Watsonville
PUT MAP Q-20-4C			DR. BY: K. Patten	CH. BY: D B B	
REFERENCES SJL-8571 A			C.C. DIVISION	30319078 AUTHORIZ	12-2-59s DRAWING NO.



EXHIBIT B

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in understanding your rights as a property owner when granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate your, or your neighbor's, new utility service extension. Please read this disclosure carefully before signing the Grant of Easement.

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation of PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project, pursuant to the Line Extension Rules 15 and 16, as authorized by the California Public Utilities Commission. As this is an accommodation to a single customer or group of customers and not PG&E, the California Public Utilities Commission has not authorized PG&E to purchase such easements.
- By granting this easement to PG&E, the facilities installed within the easement across your property may be used to serve additional customers in the area.
- Removal and/or cutting of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, or having the applicant or the applicant's contractor perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement.
- The description of the location in which the PG&E utility facilities are to be installed upon, in, on, or across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized that the installation of certain utility facilities for utility service may be performed by the applicant. In addition to granting this easement to PG&E, you will need to give your consent to the applicant, or applicant's contractor, working on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are granting the easement to PG&E of your own free will. Please return the signed and notarized Grant of Easement and this Disclosure Statement to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.