

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA

MAY 28, 2004 (Fourth Friday of Each Month)

CAPITOLA CITY COUNCIL CHAMBERS

420 Capitola Avenue

Capitola, CA 95010

9:00 a.m. – 12:00 noon

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

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

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 9 AND APRIL 23, 2004
Minutes: Attached
CORRECTED PAGE 5-1.17 OF THE 4/23/04 MEETING MINUTES IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE APRIL 2004 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: None

- Please note: Location of Meeting Place

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

- 5-5. ACCEPT AND FILE AGENDA FOR THE MAC MEETING OF MAY 19, 2004 **AND THE MINUTES OF THE APRIL 21, 2004 MEETING**
Agenda: Agenda Attached
MINUTES ARE INCLUDED IN THE MAY 28, 2004 BOARD PACKET
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF MAY 20, 2004 AND THE MINUTES OF THE APRIL 15, 2004 MEETING
Agenda/Minutes: Attached
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2004 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR FEBRUARY 2004
Staff Report: Attached
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2004
Staff Report: Attached
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE APRIL MEETINGS
Minutes: Attached
- 5-12. ADOPT RESOLUTION INCREASING CHANGE FUND FOR OPERATIONS DEPARTMENT BY \$1,000.
Staff Report: Attached
- 5-13. CONSIDERATION OF AMENDING CONTRACT FOR GRAPHIC DESIGN SERVICES FOR *HEADWAYS*
Staff Report: Attached
- 5-14. **DELETED – ACTION TAKEN AT MAY 14, 2004 BOARD MEETING**
- 5-15. CONSIDERATION OF ESTABLISHING A RATE TO CHARGE MASTF FOR REPRODUCTION OF AGENDAS AND RELATED MATERIALS FOR DISTRIBUTION
Staff Report: Attached
SUPPLEMENTAL INFORMATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET

- 5-16. CONSIDERATION OF APPROVAL OF LEGAL SECRETARY RECLASSIFICATION
Staff Report: Attached

REGULAR AGENDA

6. PUBLIC HEARING ON FY 04-05 AND FY 05-06 DRAFT FINAL BUDGET
PUBLIC HEARING IS SCHEDULED FOR 9:00 A.M.
Presented by: Elisabeth Ross, Finance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET**
7. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR AN EASTSIDE EXPRESS ROUTE
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
8. **ACCEPT AND FILE STATUS OF THE METROBASE PROJECT**
Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET AND THERE WILL BE A PRESENTATION BY FRANK CHENG, PROJECT MANAGER**
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.
Presented by: Les White, General Manager
Staff Report: Attached
10. CONSIDERATION OF FEASIBILITY OF UTILIZING DEADHEAD BUSES TO SERVICE HARVEY WEST/HIGHWAY 9 AREA
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
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
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

12. 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
13. CONSIDERATION OF AMENDING CONTRACT FOR REVENUE AND NON-REVENUE TIRES
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
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**
Presented by: Margaret Gallagher, District Counsel
Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET**
16. **CONSIDERATION OF AWARD OF CONTRACT TO ARK PROPERTY MAINTENANCE FOR JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER**
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET**
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**

Presented by: Margaret Gallagher, District Counsel

Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET**

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

Presented by: Mark Dorfman, Assistant General Manager

Staff Report: **DOCUMENTATION IS INCLUDED IN THE MAY 28, 2004 BOARD PACKET**

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

20. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

a. Agency Negotiator: Mark Dorfman, Assistant General Manager

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

b. Agency Negotiator: Bryant Baehr, Operations Manager

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Pursuant to Subdivision (b) of Section 54956.9)

a. Number of Cases: Two

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to Subdivision (a) of Section 54956.9)

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

SECTION III: RECONVENE TO OPEN SESSION

21. REPORT OF CLOSED SESSION

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

ADJOURN

NOTICE TO PUBLIC

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Dale Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Charter Communications on Channel 8 in the Capitola, Aptos and Watsonville areas. It will be rebroadcast at a later date by Community Television of Santa Cruz County in areas served by AT&T Cable.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE MAY 28, 2004 BOARD MEETING AGENDA

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)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
MAY 14, 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
 - a. Paul Marcelin-Sampson RE: Consumer Price Index
 - b. Marilyn Garrett RE: Cell Phone Usage on Buses
 - c. Christopher E. Platten, Esq. RE: UTU
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

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- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 9 AND APRIL 23, 2004
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE APRIL 2004 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR CONSIDERATION AT THE MAY 28, 2004 BOARD MEETING
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE AGENDA FOR THE MAC MEETING OF MAY 19, 2004
Agenda: Attached
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF MAY 20, 2004 AND THE MINUTES OF THE APRIL 15, 2004 MEETING
Agenda/Minutes: Attached

* Please note: Location of Meeting Place

- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2004 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
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Staff Report: Attached
- 5-16. CONSIDERATION OF APPROVAL OF LEGAL SECRETARY RECLASSIFICATION
Presented by: Robyn Slater, Human Resources Manager
Staff Report: Attached

REGULAR AGENDA

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

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

Presented by: Mark Dorfman, Assistant General Manager

Staff Report: Attached

8. CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATION TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Presented by: Les White, General Manager

Staff Report: Attached

ACTION IS REQUIRED AT THE MAY 14, 2004 BOARD MEETING

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.

Presented by: Les White, General Manager

Staff Report: Attached

PRESENTATION BY ANDREW HORNE WILL TAKE PLACE AT THE MAY 14, 2004 BOARD MEETING

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

Presented by: Mark Dorfman, Assistant General Manager

Staff Report: Attached

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

Presented by: Margaret Gallagher, District Counsel

Staff Report: Attached

12. 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

13. CONSIDERATION OF AMENDING CONTRACT FOR REVENUE AND NON-REVENUE TIRES
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
14. CONSIDERATION OF APPROVAL OF CONTRACT WITH AMTRAK FOR THE PROVISION OF THE HIGHWAY 17 SERVICE
Presented by: Les White, General Manager
Bryant Baehr, Operations Manager
Staff Report: Attached
ACTION IS REQUIRED AT THE MAY 14, 2004 BOARD MEETING
15. PRESENTATION OF THE RALPH M. BROWN ACT (OPEN MEETING ACT)
Presented by: Margaret Gallagher, District Counsel
Staff Report: **ORAL PRESENTATION WILL BE GIVEN AT THE MAY 14, 2004 BOARD MEETING**
16. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
 - a. Agency Negotiator: Mark Dorfman, Assistant General Manager
 1. Employee Organization: Service Employees International Union (SEIU), Local 415
 - b. Agency Negotiator: Bryant Baehr, Operations Manager
 1. Employee Organization: United Transportation Union (UTU), Local 23
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Subdivision (b) of Section 54956.9)
 - a. Number of Cases: One
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Subdivision (a) of Section 54956.9)
 - a. Name of Case: Sonya McClure v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

18. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

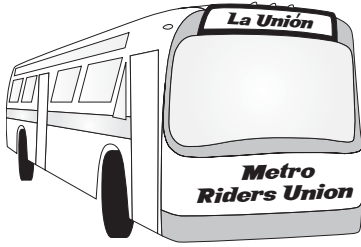
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NOTE: THE MAY 28, 2004 BOARD MEETING WILL BE HELD AT THE CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVENUE, CAPITOLA



The Metro Riders Union
La Unión de Los Pasajeros

Post Office Box 1402
Santa Cruz California 95061

<http://www.metroridersunion.org>
info@metroridersunion.org

(831) 421-9031

2004 April 27

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

Dear Directors:

That Metro should tie discretionary raises to the Consumer Price Index is part of our platform at the Riders Union. This was not an arbitrary choice. Consider an employee who has reached the top of the pay scale. As long as her pay keeps pace with the CPI, she will maintain her standard of living.

The CPI reflects changes in the prices of goods and services, from rent to cigarettes. I have attached a detailed list, but here are the main categories:

- Housing
- Food and beverages
- Apparel
- Transportation
- Medical care
- Recreation
- Education and communication
- "Other goods and services"

Everything is "weighted". For example, the average person spends more on food than on clothing. Accordingly, food prices have a bigger effect on the CPI than do clothing prices.

The Riders Union uses CPI numbers for the San Francisco – Oakland – San Jose "Consolidated Metropolitan Statistical Area". Going clockwise, San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, Santa Cruz and San Mateo make up this CMSA. The ten counties are well matched. (People often reduce the comparison to real estate prices, and then assume that ours are the highest. In fact, median home prices for San Francisco, Marin and San Mateo are even higher.) To quote the Bureau of Labor Statistics, the "general concept" behind a CMSA is "a large population nucleus, together with adjacent communities which have a high degree of economic and social integration".

Certain people are suggesting that I, or the Riders Union itself, favor pay cuts for Metro bus drivers. A raise linked to the CPI is far from a pay cut. The CPI solution would preserve more bus service, preserve more jobs, and preserve the drivers' standard of living.

Yours truly,

Paul Marcelin-Sampson
Founder, The Metro Riders Union / La Unión de Los Pasajeros

Enclosure

1998

1998 item structure

MAJOR GROUP: FOOD AND BEVERAGES

FOOD

FOOD AT HOME

CEREALS AND BAKERY PRODUCTS

Cereals and cereal products

- Flour and prepared flour mixes
- Breakfast cereal
- Rice, pasta, cornmeal

Bakery products

- Bread
- Fresh biscuits, rolls, muffins
- Cakes, cupcakes, and cookies
- Other bakery products

MEATS, POULTRY, FISH AND EGGS

MEATS, POULTRY, AND FISH

MEATS

Beef and veal

- Uncooked ground beef
- Uncooked beef roasts
- Uncooked beef steaks
- Uncooked other beef and veal

Pork

- Bacon, breakfast sausage, and related products
- Ham
- Pork chops
- Other pork including roasts and picnics

Other meats

- Other meats

Poultry

- Chicken
- Other poultry including turkey

Fish and seafood

- Fresh fish and seafood
- Processed fish and seafood

Eggs

- Eggs

DAIRY AND RELATED PRODUCTS

Dairy and related products

- Milk
- Cheese and related products
- Ice cream and related products
- Other dairy and related products

1998 item structure

FRUITS AND VEGETABLES

FRESH FRUITS AND VEGETABLES

Fresh fruits

- Apples
- Bananas
- Citrus fruits
- Other fresh fruits

Fresh vegetables

- Potatoes
- Lettuce
- Tomatoes
- Other fresh vegetables

Processed fruits and vegetables

- Canned fruits and vegetables
- Frozen fruits and vegetables
- Other processed fruits and vegetables including dried

NONALCOHOLIC BEVERAGES AND BEVERAGE MATERIALS

Juices and nonalcoholic drinks

- Carbonated drinks
- Frozen noncarbonated juices and drinks
- Nonfrozen noncarbonated juices and drinks

Beverage materials including coffee and tea

- Coffee
- Other beverage materials including tea

OTHER FOOD AT HOME

Sugar and sweets

- Sugar and artificial sweeteners
- Candy and chewing gum
- Other sweets

Fats and oils

- Butter and margarine
- Salad dressing
- Other fats and oils including peanut butter

Other foods

- Soups
- Frozen and freeze dried prepared foods
- Snacks
- Spices, seasonings, condiments, sauces
- Baby food
- Other miscellaneous foods

	1998 item structure	1998 item structure
	<p>Food away from home Full service meals and snacks Limited service meals and snacks Food at employee sites and schools Food from vending machines and mobile vendors Other food away from home</p> <p>ALCOHOLIC BEVERAGES</p> <p>Alcoholic beverages at home Beer, ale, and other malt beverages at home Distilled spirits at home Wine at home</p> <p>Alcoholic beverages away from home Alcoholic beverages away from home</p>	<p>Furniture and bedding Bedroom furniture Living room, kitchen, and dining room furniture Other furniture Unsampled furniture</p> <p>Appliances Major appliances Other appliances Unsampled appliances</p> <p>Other household equipment and furnishings Clocks, lamps, and decorator items Indoor plants and flowers Dishes and flatware Nonelectric cookware and tableware</p> <p>Tools, hardware, outdoor equipment and supplies Tools, hardware and supplies Outdoor equipment and supplies Unsampled tools, hardware, outdoor equipment and supplies</p>
	MAJOR GROUP: HOUSING	
	<p>SHELTER</p> <p>Rent of primary residence Rent of primary residence</p> <p>Lodging away from home Housing at school, excluding board Other lodging away from home including hotels and motels</p> <p>Owners' equivalent rent of primary residence Owners' equivalent rent of primary residence</p> <p>Tenants' and household insurance Tenants' and household insurance</p>	<p>Housekeeping supplies Household cleaning products Household paper products Miscellaneous household products</p> <p>Household operations Housekeeping services Gardening and lawn care services Moving, storage, freight expense Repair of household items Unsampled household operations</p>
	MAJOR GROUP: APPAREL	
	<p>FUELS AND UTILITIES</p> <p>FUELS</p> <p>Fuel oil and other fuels Fuel oil Other household fuels</p> <p>Gas (piped) and electricity Electricity Utility natural gas service</p> <p>Water and sewer and trash collection services Water and sewerage maintenance Garbage and trash collection</p>	<p>MEN'S AND BOYS' APPAREL</p> <p>Men's apparel Men's suits, sport coats, and outerwear Men's furnishings Men's shirts and sweaters Men's pants and shorts Unsampled men's apparel</p> <p>Boys' apparel Boys' apparel Unsampled boys' apparel</p>
	<p>HOUSEHOLD FURNISHINGS AND OPERATIONS</p> <p>Window and floor coverings and other linens Floor coverings Window coverings Other linens</p>	<p>WOMEN'S AND GIRLS' APPAREL</p> <p>Women's apparel Women's outerwear Women's dresses</p>

1998 item structure	1998 item structure
<p>Women's apparel (continued) Women's suits and separates Women's underwear, nightwear, sportswear and accessories Unsampled women's apparel</p> <p>Girls' apparel Girls' apparel Unsampled girls' apparel</p> <p>Footwear Men's footwear Boys' and girls' footwear Women's footwear</p> <p>Infants' and toddlers' apparel Infants' and toddlers' apparel</p> <p>Jewelry and watches Watches Jewelry</p>	<p>Motor vehicle fees State and local registration and license Motor vehicle property tax Parking and other fees Unsampled motor vehicle fees</p> <p>Public transportation Airline fare Other intercity transportation Intracity transportation Unsampled public transportation</p>
MAJOR GROUP: TRANSPORTATION	MAJOR GROUP: MEDICAL CARE
<p>PRIVATE TRANSPORTATION</p> <p>New and used motor vehicles New vehicles Used cars and trucks Leased cars and trucks Car and truck rental Unsampled new and used motor vehicles</p>	<p>MEDICAL CARE COMMODITIES</p> <p>Prescription drugs and medical supplies Prescription drugs and medical supplies Unsampled rent or repair of medical equipment</p> <p>Nonprescription drugs and medical supplies Internal and respiratory over-the-counter drugs Nonprescription medical equipment and supplies</p>
<p>Motor fuel Gasoline (all-types) Other motor fuels</p> <p>Motor vehicle parts and equipment Tires Vehicle accessories other than tires</p> <p>Motor vehicle maintenance and repair Motor vehicle body work Motor vehicle maintenance and servicing Motor vehicle repair Unsampled service policies</p> <p>Motor vehicle insurance Motor vehicle insurance</p>	<p>MEDICAL CARE SERVICES</p> <p>Professional services Physicians' services Dental services Eyeglasses and eye care Services by other medical professionals</p> <p>Hospital and related services Hospital services Nursing homes and adult daycare</p> <p>Health insurance Commercial health insurance Blue Cross/Blue Shield Health Maintenance Plans Medicare and other health insurance</p>
	MAJOR GROUP: RECREATION
	<p>Video and audio Televisions Cable television Other video equipment Video cassettes, discs, and other media including rental Audio equipment Audio discs, tapes and other media Unsampled video and audio</p> <p>Pets, pet products and services Pets and pet products Pet services including veterinary</p> <p>Sporting goods Sports vehicles including bicycles Sports equipment Unsampled sporting goods</p>

MAJOR GROUP: OTHER GOODS AND SERVICES**Tobacco and smoking products**

Cigarettes
Tobacco products other than cigarettes
Unsampled tobacco and smoking products

PERSONAL CARE**Personal care products**

Hair, dental, shaving, and miscellaneous personal care products
Cosmetics/perfume/bath/nail preparations and implements
Unsampled personal care products

Personal care services

Haircuts and other personal care services

Miscellaneous personal services

Legal services
Funeral expenses
Laundry and dry cleaning services
Apparel services other than laundry and dry cleaning
Financial services
Care of invalids and elderly at home
Unsampled items

Miscellaneous personal goods

Miscellaneous personal goods

1998 item structure**Photography**

Photographic equipment and supplies
Photographers and film processing
Unsampled photography

Other recreational goods

Toys
Sewing machines, fabric and supplies
Music instruments and accessories
Unsampled recreation goods

Recreation services

Club membership dues and fees for participant sport
Admissions
Fees for lessons or instructions
Unsampled recreation services

Recreational reading materials

Newspapers and magazines
Recreational books
Unsampled recreational reading materials

MAJOR GROUP: EDUCATION AND COMMUNICATIONS**EDUCATION****Educational books and supplies**

Educational books and supplies
Unsampled educational books and supplies

Tuition, other school fees, and child care

College tuition and fees
Elementary and high school tuition and fees
Child care and nursery school
Technical and business school tuition and fees
Unsampled tuition, other school fees, and child care

COMMUNICATION**Postage and delivery services**

Postage
Delivery services

INFORMATION AND INFORMATION PROCESSING**Telephone services**

Telephone services, local charges
Telephone services, long distance charges
Cellular telephone services

Information and information processing other than telephone services

Personal computers and peripheral equipment
Computer software and accessories
Computer information processing services
Other information processing equipment
Unsampled information and information processing

ES

r services

4/23/01

To Board of Directors/Santa Cruz metropolitan Transit District
RE: Request to Ban Cell Phone use on Buses

This is an official request to immediately adopt a policy similar to restrictions in effect for cigarettes. Specifically, prohibit use of cell phones on SCMTD buses.

Why? Like second hand smoke, cell phone use causes "Second hand radiofrequency radiation." As you will see from the attached article by former Motorola Senior Research Scientist and Technical Staff member, Robert C. Kane, PhD., radiation "propagates through the entire environment surrounding the radiating antenna of the phone." The phone user leaves behind, "within the brain of each and every nearby person, the residual effects and damage. These are effects and damage known to the scientific community but not acknowledged by the industry placing their products into the commercial stream."

As a person who suffers from such involuntary radiation absorption (as do many others), it is necessary that I have freedom to participate in the public transit without any further endangerment to my health. This is a guarantee provided under the federal American's with Disabilities Act. I believe this request is in the category of AEA.

A visual power point presentation by Dr. Karl Maret within the last year (in the Way of Life health lecture series) illustrated the radiation propagating through an entire vehicle of the cell phone user.

Importantly, there exists "RF interference (RFI) of medical devices by mobile communications transmitters." As many people in this county have such medical devices and some ride the buses, potential harm exists. See attached research by Howard I. Bassen of same title.

Precedents are demonstrated in our own county for prohibition, Some health care facilities, Aptos Natural Foods, New Leaf's New Beet Cafe (on 4 1st), gas stations, S.C. Co. planning Dept. to name a few all **prohibit cell phone use. Please follow their example.**

This is a serious public health and **policy matter.** Santa Cruz is considered to be a leader in wise decision making. You, your helpful **drivers**, and fine **SCMTD** can benefit **your riders** by **enacting** a prohibition of cell phone use (**TURN THEM OFF!**) on the bus, **Please respond** prior to your next monthly meeting. Thank you.



Marilyn Garrett/ 351 Redwood Hts. Rd.
Aptos, Ca. 95003 Ph: 688-4603

On Second-Hand RF Radiation

By Robert C. Kane, Ph.D.

Former Motorola Senior Research Scientist and Technical Staff Member

Radiofrequency radiation emissions from cellular towers and handsets hold the potential for increased incidence of long-term medical effects, but of equal importance are the immediate effects of exposure to the radiation.

Unlike second-hand cigarette or cigar smoke, exposure to which has been linked to life threatening and debilitating diseases, radiofrequency radiation exposure has, to date, successfully avoided the issue of passive personal exposure.

It is extraordinary that absorption of unwanted radiation is never cited as an objectionable byproduct of the wireless communication craze. The reason may be that radiofrequency radiation, being tasteless, odorless and invisible, just isn't considered. But, in fact, recent research has demonstrated that even short-term exposure to radiation power densities emanating from a nearby cellular telephone is sufficient to modify brainwave patterns, affect short-term memory, and modify an individual's ability to perform physical tasks such as driving an automobile. These effects are well and good for those who are willing to accept the risk of modified brain functions and cancer but they are not well and good for the innocent victim of the insidious radiation - radiation that an innocent non-participant cannot even be aware is being deposited into his or her body.

Radiation emanating from a portable cellular telephone does not discriminate. It propagates through the entire environment surrounding the radiating antenna of the phone. Many people, perhaps most people, have the impression that the radiation goes only to the cellular tower receiving station. That's the cartoonish illusion passed on by the manufacturers and service providers, but the reality of the situation is that every time someone in an automobile next to you activates his cellular phone or whenever someone at a nearby table in a restaurant at which you are having lunch activates her phone your brain is being radiated. So, along with their own increased risk of memory deficits, automobile accidents, and brain cancer, the cellular phone users also include everyone nearby by bringing each into the high-risk pool.

Robert C. Kane is author of Cellular Telephone Russian Roulette, a historical and scientific perspective (2001), Vantage Press, N.Y.

Prior to the 1980s human exposure to radiofrequency radiating sources was pretty much restricted to the occasional passing police car, commercial mobile radio, or the ultra low-level RF energies emitted by the sun and a sparse array of remotely located television and radio broadcast antennae. However, today it is virtually impossible to venture into a public place without being battered by unwanted radiofrequency radiations from a variety of sources, the most objectionable of which must be the personal portable cellular telephone.

Without assuming any responsibility for their actions or assuming any liability for the effects, portable cellular telephone users are presently allowed to radiate nearby persons without fear of consequence, as there are no consequences, even while those unwillingly or unwittingly radiated have no recourse to remedy the unwanted exposures.

Such was the case with tobacco smoke until only recently. The issue of second-hand tobacco smoke might have been resolved many years ago if adequate research had been performed to support the complaints of objecting parties. In the instance of radiofrequency radiation the research has already been completed. The body of available research indicates that operation of a nearby portable cellular telephone will expose a non-user to radiation, some of which will be deposited into the brain of the non-user, at levels higher than necessary to elicit undesirable biological effects even though the phone may be more than ten feet away from the non-user.

To put the radiation exposure into perspective let's consider that a person standing ten feet away from a portable cellular phone user can be exposed to radiation levels of more than $1 \times 10^{-3} \text{mW/cm}^2$ while the human body in the natural environment is exposed to about $1 \times 10^{-15} \text{mW/cm}^2$ of radiofrequency radiation at the same frequency as the cellular phone. Expressed in everyday numbers this becomes: for the cellular phone radiation, 0.001 mW per square centimeter of the bystander's body, whereas for the bystander's normal environment the radiation level is only 0.0000000000000001 mW per square centimeter.

In many instances a person may be legally exposed, contrary to her own wishes, to radiofrequency radiation by a phone user standing or sitting immediately next to herself - perhaps as little as one foot away. It's difficult enough to limit one's hazardous environmental exposures to avoid substances which can be detected, but to have no way of protecting one's self from a hazard that penetrates to the depths of the human brain violates the most fundamental principles of our social system.

Know, then, that whenever someone makes a cellular telephone call he or she doesn't just radiate their own brain they radiate everyone's brain. Know, also, that after that cellular phone user leaves the scene he leaves behind, within the brain of each and every nearby person, the residual effects and damage. These are effects and damage known to the scientific community but not acknowledged by the industry placing their products into the commercial stream.

61 EXPERIMENTAL AND NUMERICAL DOSIMETRY

- FCC/MP (1990) Protection guidelines for human exposure to radiofrequency electromagnetic waves. *A Report of Telecommunications Technology Council for the Ministry of Posts and Telecommunications, Deliberation No. 38.*
- Umashankar, K. and Tallove, A. (1975) A novel method to analyze electromagnetic scattering of complex objects. *IEEE Transactions on Electromagnetic Compat.*, **25**(2), 623-660.
- Wang, J.J.H. (1991) *Generalized Moment Methods in Electromagnetics*. Wiley.
- Weil, C.M. (1975) Absorption characteristics of multilayered sphere models exposed to UHF/Microwave radiation. *IEEE Transactions on Biomedical Engineering*, **22**(6), 468-476.
- Weiland, T. (1990) Maxwell's grid equations. *Frequenz*, **44**(1), 9-16.
- Wickersheim, K.A. and Sun, M.H. (1987) Fiberoptic thermometry and its application. *Journal of Microwave Power*, pages 85-88.
- NFDTD XFDTD. Remcom Inc., Calder Square, P.O. Box 10023, State College, PA 16805-0023, USA.
- Yee, K.S. (1966) Numerical solution of initial boundary value problems involving Maxwell's equations in isotropic media. *IEEE Transactions on Antennas and Propagation*, **14**, 585-589.

3

RF interference (RFI) of medical devices by mobile communications transmitters

Howard I. Bassen

3.1 INTRODUCTION

In the early 1990s a significant increase in reports of medical device failures from electromagnetic interference (EMI) was noted worldwide (Silberberg, 1993; 1994; Segal *et al.*, 1995). A primary cause of this EMI was identified as radiated radiofrequency (RF) fields emitted by mobile communications transmitter/receivers (transceivers). The increase in reports of medical device failures was due to several factors. These factors included (1) a great increase in the number of electronically-controlled medical devices and (2) a significant increase in the number of sources of RF in the environment. Throughout hospitals and medical facilities ('the clinical environment') new medical devices utilizing electronics were installed. Outside the clinical environment, there was and continues to be a great increase in the use of electronically-controlled medical devices. These devices are used in the home, attached to patients, or implanted in their bodies. Often, the newer medical devices were more sensitive to radiofrequency interference (RFI). This was due to the increasing use of low-power integrated electronic circuitry in medical devices. This circuitry can be much more susceptible to electromagnetic fields than its electrical and electromechanical predecessors. The terminology associated with electromagnetic interference is presented in the appendix for this chapter.

A significant increase in the number of sources of RFI occurred recently in the environments where medical devices are used. Mobile communications devices comprise the largest portion of these sources of RFI. These include cellular phones, handheld transceivers, vehicle-mounted transceivers, and other wireless communication devices. These are increasing the background levels of radiofrequency electromagnetic fields in hospitals, homes, and workplaces. The number of land mobile transmitters in the U. S. alone exceeds 10 million. Cellular telephones and personal communications systems may well be in use by

a large fraction of the population, throughout the world. These portable communications devices can be brought into the close proximity of any medical device, without the knowledge of the medical personnel that operate the device or the user of the device. Modern digital mobile communications systems often utilize pulsed amplitude modulation. This modulation enhances the ability of the RF sources to interfere with medical device operation. For example, GSM cellular phones generate peak powers of up to 8 W and are modulated at 2 to 217 pulses per second. Many medical devices are designed to monitor the physiological frequencies of the human body. These frequencies range from about 0.5 Hz to several hundred Hz, and overlap the modulation frequencies of digital mobile communications systems.

Dozens of incidents of malfunctions of critical devices and injuries that were believed to be caused by RFI have been reported to the U.S. Food and Drug Administration (FDA) and other organizations that are responsible for regulating the safety of medical devices. Some of these reports have been collected, studied and summarized (Silberberg, 1993; Tan *et al.*, 1995a). Many of these failures were believed to have been caused by RFI from mobile radio transmitters. The consequences of these failures ranged from inconveniences of medical device users (both medical personnel and patients) to serious injuries and deaths of patients. For example, in the early 1990s, in the United States, over 60 infants died over a period of a few years while being monitored for apnea (breathing cessation). The deaths were associated with unexplained failures of one model of apnea monitor to sound its audible alarm when patient breathing ceased. It was shown subsequently that this device was extremely susceptible to interference from RF fields produced by certain mobile communication base stations several hundred meters away, and by FM radio broadcast stations over one kilometer away (Ruggera *et al.*, 1991). Therefore, RFI may well have contributed to some of these incidents. Many other models of apnea monitors from a number of different manufacturers were found to be dysfunctional when exposed to fields from nearby mobile RF transceivers. A voluntary recall of over 16 000 apnea monitors was performed by the manufacturer of the most RF-sensitive units after the FDA brought these test results to the manufacturer's attention.

Another problematic class of RFI-sensitive devices, electrically-powered wheelchairs, was discovered when problem reports came to the attention of the FDA. The FDA received a number of reports of unintended motion of electrically powered wheelchairs and scooters where the device and its user were involuntarily thrust into traffic or other dangerous situations. Several models produced by different manufacturers experienced these problems. FDA Laboratory and outdoor tests demonstrated that RFI from nearby emergency vehicle transceivers (such as police car radios) could induce severe episodes of unintended motion in several models of powered wheelchairs (Witters *et al.*, 1994).

A third example of problematic RFI situation involved implanted cardiac pacemakers and defibrillators. Engineering groups in a number of countries performed independent studies of these devices in patients or in tissue-simulating

models. These studies demonstrated that when digital cellular phones were held very close to the implanted device, undesirable effects were induced. These effects included the inhibition of electrical stimulation outputs from implanted cardiac pacemakers (Barbaro *et al.*, 1995; Eichler *et al.*, 1994; Carillo *et al.*, 1995) and the unintended firing of rescue shocks from implanted defibrillators (Bassen *et al.*, 1995).

There appears to be a significant amount of under-reporting of RFI-induced problems by clinical users of medical devices. A rough estimate is that for every report of a medical device failure due to RFI, ten to one hundred more RFI-induced problems are not reported. This is because most device users are not aware that a problem occurs while RF fields exist. Mobile RF transmitters can be brought into an area, transmit RF, and then take it out of the area, without the medical device user ever knowing that an RFI source was present. Also, because of the intermittent nature of RFI-induced failures, users and manufacturers of the affected medical devices do not know what to attribute these non-reproducible problems to.

3.2 WARNINGS AND RESTRICTIONS

A significant number of warnings have been published recently concerning the use of mobile radios in clinical settings where medical devices are used. Most of these concern the use of cellular telephones and handheld radios in clinical facilities.

- In 1991 a number of hospitals in Europe banned the use of cellular phones in certain areas of their facilities (Bostrum, 1991).
- In 1993 the Emergency Care Research Institute in the U.S. recommended prohibition of patient-owned transmitting devices (including cellular phones) in patient care areas (ECRI).
- In 1994 the Society of Biomedical Equipment Technicians (SBET, 1994) recommended banning the use of cellular phones in hospitals (Clemans, 1994).
- In 1994 the U. S. Army Medical Command initiated studies to evaluate the desirability of banning cellular phones from selected areas of all Army hospitals and certain other clinical facilities.
- In 1994 the Canadian Medical Devices Bureau recommended that the use of portable telecommunication devices be limited in hospitals. It recommended that cellular phones and two-way radios not be used in intensive care units, operating theaters, and patient rooms where critical-care medical equipment is in use. In addition, it recommended that patients using medical equipment at home should be cautioned about possible hazards from the use of portable wireless communication devices.
- In 1995 the Canadian Medical Devices Bureau issued an alert on digital cellular phone interference with implanted cardiac pacemakers. They

MAY 5 2 0 0 4

May 4, 2004

Emily Reilly, Chairperson
Board of Directors
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: UTU

Dear Ms. Reilly:

This firm has the privilege of representing the United Transportation Union, Local 23.

We understand by letter dated April 23, 2004 from Bryant J. Baehr, Manager of Operations, that the Board of Directors of the Santa Cruz Metropolitan Transit District has declined UTU Local 23's request for a non-disclosure agreement prior to entering into negotiations concerning the in-house option of operating ParaCruz.

We write simply to state our expectation that with respect to this matter the Board will continue to operate in full compliance with the Brown Act, California Government Code Section 54950 et. seq., interpretative case law and the Board's historical commitment to open governmental decision-making.

If the Board feels otherwise, we would like to be so informed.

Thank you for your attention to this missive.

Very truly yours,



CHRISTOPHER E. PLATTEN

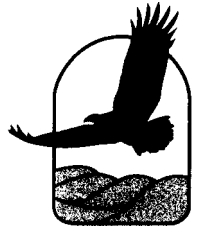
CEP:imt

cc: Bonnie Morr, UTU
Les White

I:\0024\71281\cor\chairman

CITY OF WATSONVILLE

"Opportunity through diversity; unity through cooperation"



ADMINISTRATION BUILDING

215 Union Street
Second Floor
Fax 831.763.4078

MAYOR & CITY COUNCIL OFFICES

CITY MANAGER
831.728.6000
CITY ATTORNEY
831.728.6000
CLERK
831.728.6000
PERSONNEL
831.728.6012

CITY HALL OFFICES

250 Main St

COMMUNITY
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831.728.6018

Fax 831.728.6173

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Fax 831.763.4066

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831.728.6014

Fax 831.763.4114

AIRPORT

100 Aviation Way

831.728.6075

Fax 831.763.4058

FIRE

115 Second Street

831.728.6060

Fax 831.763.4054

LIBRARY

310 Main Street

831.728.6040

Fax 831.763.4015

PARKS & COMMUNITY SERVICES

30 Maple Avenue

831.728.6081

Fax 831.763.4078

May 10, 2004

The Honorable Emily Reilly, Chair
Santa Cruz Metro Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

MAY 11 2004

Dear Ms. Reilly;

The Santa Cruz Metropolitan Transit District (SCMTD) owns property located at 25 Sakata Lane. This property, originally developed as a maintenance yard, has been vacant most of the time since the Loma Prieta Earthquake of 1989, and presently generates a minimal income from a short-term tenant. SCMTD has indicated that they have no plans to re-use this property for transit-related purposes. This parcel, at 10.6 acres, represents the largest developable industrial parcel within the City limits, and is also located within our Redevelopment Project Area.

Given the current financial limitations facing the District, the SCMTD Board could elect to sell this asset. This would have several positive impacts for the District and the City of Watsonville. It would reduce the District's cost associated with the maintenance of the property, provide revenue to address the budget shortfall for FY04/05, and eliminate the District's need to further reduce transit services. In addition, once the parcel is developed, the new jobs created would continue to improve the local economy, reduce local unemployment, all of which has a direct impact on transit revenues.

On behalf of the Watsonville Redevelopment Agency and the City of Watsonville, I would respectfully request that the District make the property available for development. The Watsonville Redevelopment Agency would be interested in soliciting for developers so that we may bring an "end-user" to the City that can generate much needed jobs for our residents.

We appreciate your prompt action on this matter. If you have any questions, please do not hesitate to contact me at 831/728-6006.

Sincerely,

A handwritten signature in black ink, appearing to read "Judy Doering-Nielsen".

Judy Doering-Nielsen
(Mayor)

cc: City Council

P.O. BOX 50000 WATSONVILLE, CA 95077-5000

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

Minutes- Board of Directors

April 9, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, April 9, 2004 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Jan Beautz
Michelle Hinkle
Mike Keogh
Mike Rotkin
Dale Skillicorn
Pat Spence
Marcela Tavantzis
Ex-Officio Wes Scott (arrived after roll call)

DIRECTORS ABSENT

Dennis Norton
Emily Reilly
Mark Stone

STAFF PRESENT

Mark Dorfman, Assistant General Manager
Frank Cheng, M/B Project 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

Heather Boerner, *Sentinel*
Gary Klemz, SEIU
Sandra Lipperd, UTU

Ian McFadden, SEA
Jeff North, UTU
Tegan Speiser, SCCRTC
Robert Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | |
|----|------------------|--------------------------------|
| a. | Jonathan Giffard | RE: UCSC Service |
| b. | Andrew Horne | RE: Union Pacific Right-of-Way |

Oral:

Bob Yount reported that there is a bill before the State Assembly to increase fines for throwing cigarette butts on the ground: \$1,000 minimum for the first offense and up to \$6,000 for the third offense.

3. LABOR ORGANIZATION COMMUNICATIONS

None

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

An amended staff report for Item #12 was distributed to the Board members and will be included in the agenda packet for the April 23rd Board meeting.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MARCH 12 AND MARCH 26, 2004

Director Tavantzis pointed out that the column heading over the absent Directors was missing on the March 26th Minutes. This will be corrected for the file copy of these minutes.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

**5-3. ACCEPT AND FILE MARCH 2004 RIDERSHIP REPORT
PAGE 1 OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR
CONSIDERATION AT THE APRIL 23, 2004 BOARD MEETING**

No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: None

5-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF APRIL 15, 2004 AND THE MINUTES OF THE MARCH 18, 2004 MEETING

No questions or comments.

**5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2004
AND APPROVAL OF BUDGET TRANSFERS**

No questions or comments.

5-7. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JANUARY 2004

No questions or comments.

5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR FEBRUARY 2004

Les White stated that the service dedication event would be held at the Pacific Station/Metro Center on Friday, April 30th at 3:30 p.m. (rescheduled to May 7, 2004 at 12:00 noon). There will also be an event in San Jose at the Dierdon Station, which Director Rotkin expressed an interest in attending and requested a ride. The consolidated service will begin on Monday, April 26, 2004.

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

No questions or comments.

5-10. ACCEPT AND FILE METROBASE STATUS REPORT

RNL Design staff will be here on Tuesday, April 13th, to give a presentation on the next generation of design schematics. Staff will return to the Board in May to review the status of the project. This presentation will coincide with the deadline for a response from the property owners on METRO's offers on their properties.

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

No questions or comments.

5-12. CONSIDERATION OF CONTRACT RENEWAL FOR NATIONWIDE AUCTION SYSTEMS

This is an extension of an existing contract which is used to excess buses and parts.

5-13. CONSIDERATION OF AWARD OF CONTRACT FOR JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE APRIL 23, 2004 BOARD MEETING

No questions or comments.

5-14. CONSIDERATION OF AWARD OF CONTRACT FOR HEAVY DUTY BRAKE DRUMS
5-15. CONSIDERATION OF AWARD OF CONTRACT FOR HEAVY DUTY BATTERIES

Tom Stickel reported on Items 5-14 and 5-15 at the same time stating that these are extensions of the RTCC agreements which allow METRO to purchase in volume with other agencies to obtain better pricing.

- 5-16. **ACCEPT AND FILE REPORT ON ELIMINATION OF ONE TRANSIT SURVEYOR POSITION AND CONVERT THE REMAINING TRANSIT SURVEYOR POSITION TO FULL TIME DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE APRIL 23, 2004 BOARD MEETING**

No questions or comments.

- 5-17. **CONSIDERATION OF RECOMMENDATION TO APPROVE ASSESSMENT FOR COOPERATIVE RETAIL MANAGEMENT DISTRICT**

These assessments are for METRO's downtown properties and pays for the downtown host program.

REGULAR AGENDA

6. **PRESENTATION OF EMPLOYEE LONGEVITY AWARDS THIS PRESENTATION WILL TAKE PLACE AT THE APRIL 23, 2004 BOARD MEETING**

No questions or comments.

7. **CONSIDERATION OF STATUS REPORT REGARDING ORION HIGHWAY 17 FLEET MODIFICATIONS**

Summary:

Tom Stickel reported that as a result of the posting of the fare increases on Highway 17 Express routes, input was received by the ridership on the new features of the Highway 17 fleet. Mr. Stickel gave an update on the lighting, cup holders, trays and seats and how they were modified to be more useable or reasons why changes could not be made.

8. **PRESENTATION ON THE RALPH M. BROWN ACT (OPEN MEETING ACT)**

This item was deferred to the May 14, 2004 Board meeting.

9. **APPROVAL OF FY 04-05 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES**

Summary:

Elisabeth Ross reported that staff would return to the Board in May with a balanced budget and with all the items that the Board had requested from the April meeting.

Discussion:

Ms. Ross will make the changes to the Travel line item in the Preliminary Budget. The Board discussed the TDA allocation request that will be submitted to the Regional Transportation

Commission (RTC). The dollar amount for this request will be determined after the RTC's April 22nd meeting.

10. **CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD OF DIRECTOR MEETINGS, AUTHORIZING THE CHAIR TO NOMINATE THE ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION AND OTHER MINOR WORD CHANGES**

Summary:

Margaret Gallagher submits the District bylaws to the Board on an annual basis to determine the need for modifications. She pointed out the areas changed per requests from Directors. A special District Bylaws tab will be inserted into each Director's binder where a current copy of the Bylaws will remain.

Discussion:

The Board discussed appointments to the RTC and who will make them. Ms. Gallagher will compose alternate language citing different scenarios for RTC appointments for the next Board meeting. She will coordinate language in the District Bylaws and MAC bylaws to be consistent. Ms. Gallagher will review the language in the MAC committee composition. Ex Officio Scott asked that the Board consider making the UCSC position on the Board a voting position rather than ex officio.

11. **CONSIDERATION OF ISSUING A DECLARATION OF FISCAL EMERGENCY**

Summary:

Elisabeth Ross said that when there is a reduction in service levels, CEQA requires that specific documentation be prepared. However, if a fiscal emergency is declared, this documentation is not required. This item needs to be taken after the public hearing for Item #12 at the April 23rd Board meeting.

12. **CONSIDERATION OF SERVICE REDUCTION FOR SUMMER 2004 PUBLIC HEARING WILL BE HELD ON APRIL 23, 2004 AT 9:00 A.M.**

Summary:

Mark Dorfman stated that service cuts are necessary as a result of the budget deficit. Staff determined that \$200,000 in service needs to be cut for the June service adjustments. Staff will look for more cuts in September. Ian McFadden, Transit Planner, gave a presentation on the service which is proposed to be cut.

Discussion:

Director Spence suggested posting “Buy Local” materials in the buses to increase sales tax revenue. Director Ainsworth asked that new routes be given a substantial amount of time for ridership to take hold.

MEMBERS OF THE PUBLIC WHO SPOKE TO THIS ISSUE:

Tegan Speiser, SCCRTC, expressed concern about the first and last trips of the day being cut since people are trying to get to and from work. She was informed that an effort was made not to cut these specific trips and that the proposed cuts for the fall would not focus on the first and/or last trips.

Jeff North, UTU, expressed concern about the Route 9 deletion. He mentioned that the union considered Route 36 as an alternate for deletion since there are alternatives for these passengers. Director Beautz asked that these options be made a part of the package for the next Board meeting.

Director Rotkin asked that this presentation be made early in the meeting to give the audience a chance to speak.

13. CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2005 STA AND TDA CLAIMS

Summary:

Les White stated that METRO’s claim for TDA funds is approximately \$150,000 more than what the RTC is allocating.

Discussion:

Director Keogh emphasized that it is important for the METRO appointees to the RTC be as aggressive as possible in obtaining the funds METRO needs.

14. CONSIDERATION OF APPOINTING ALTERNATE MEMBERS TO THE METRO ADVISORY COMMITTEE

Summary:

Les White informed the Board that the congratulations letters and MAC’s first agenda and bylaws have been sent to all MAC appointees. Mr. White included proposed language for alternates in his staff report.

Direction: Include in the staff report for April 23rd who would be responsible for notifying the alternates, how would packets be distributed to them and what is the cost.

Discussion:

Director Spence asked that the issue of alternates be placed on MAC’s first agenda to consider. Director Rotkin was opposed to this.

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

Margaret Gallagher reported that Labor Negotiator Mark Dorfman would discuss SEIU labor negotiations. There would be a conference with Legal Counsel regarding existing litigation and anticipated litigation as set forth in Section II: Agenda Items 2 and 3.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR SPENCE

Move Item #7 to the Consent Agenda. Direct staff to look into the comments made regarding the Highway 17 bus amenities.

Motion passed unanimously with Directors Norton, Reilly and Stone being absent.

Director Beautz informed Les White that two representatives from the Board need to be appointed to the RTC Paratransit Task Force. This will be in the packet for the April 23rd Board meeting. He added that the TDA Performance Audit could be moved to May.

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

Vice Chairperson Keogh adjourned to Closed Session at 10:30 a.m. and reconvened to Open Session at 12:06 p.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Vice Chairperson Keogh adjourned the meeting at 12:06 p.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

April 23, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, April 23, 2004 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Sheryl Ainsworth
Dennis Norton

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
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

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

Ron Dean, UTU
Gary Klemz, SEIU
Sandra Lipperd, UTU
Steve Marcus, UTU
Manny Martinez, PSA

Ian McFadden, SEA
Bonnie Morr, UTU
Will Regan, VMU
Amy Weiss, Spanish Interpreter
Bob Yount, MASTF

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Jonathan Giffard
- b. Andrew Horne

RE: UCSC Service
RE: Union Pacific Right-of-Way

- DELETE ITEM #5-13** CONSIDERATION OF AWARD OF CONTRACT FOR JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER
(Deferred to May Board Meeting pending further information)
- ADD TO ITEM #5-16** CONSIDERATION OF RECOMMENDATION TO APPROVE THE ELIMINATION OF ONE TRANSIT SURVEYOR POSITION AND CONVERT THE REMAINING TRANSIT SURVEYOR POSITION TO FULL TIME
(Insert Staff Report)
- ADD TO ITEM #5-19** ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION ON ANNA PADILLA, ELLEN ADAMS AND CARRIE ROSE
(Insert Staff Report)
- ADD TO ITEM #5-20** ACCEPT AND FILE DRAFT REPORT ON FY 2004 TRIENNIAL REVIEW
(Insert Staff Report)
- REGULAR AGENDA:**
- DELETE ITEM #8** PRESENTATION OF RALPH M. BROWN ACT (OPEN MEETING ACT)
(Deferred to the May 14, 2004 Board Meeting)
- ADD TO ITEM #9** CONSIDERATION OF APPROVAL OF FY 04-05 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES
(Insert Revised Staff Report, replace specific pages from Attachment A as designated, insert new Attachments B through I)
- ADD TO ITEM #10** CONSIDERATION OF MODIFICATIONS TO THE METRO BOARD'S BYLAWS INCLUDING HOW THE SANTA CRUZ METRO REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC) ARE SELECTED, HOW DIRECTORS ARE APPOINTED TO THE SANTA CRUZ METRO BOARD, INCLUDING WHETHER UC SANTA CRUZ CAN APPOINT A DIRECTOR WHO HAS VOTING RIGHTS, AND ADDING RULES OF PROCEDURE FOR BOARD MEETINGS AND OTHER CHANGES
(New Title on Agenda)
(Insert Revised Staff Report and all Attachments)
- ADD TO ITEM #12** CONSIDERATION OF SERVICE REDUCTION FOR SUMMER 2004
(Insert Revised Staff Report)
Note: Amended Staff Report was distributed to those Board Members present at the April 9th Board Meeting.
- ADD TO ITEM #15** CONSIDERATION OF CALL STOP AUDIT REPORT
(Insert Staff Report)
- ADD TO ITEM #16** CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATOR TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
(Insert Staff Report)
- ADD TO ITEM #17** CONSIDERATION OF STATUS REPORT FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A

TRANSIT ORIENTED CHILD CARE AND APARTMENT COMPLEX
CENTER FOR PROPERTY APN'S 017-011-51 AND 52 IN
WATSONVILLE, PURSUANT TO A LEASE AGREEMENT
BETWEEN THE CITY OF WATSONVILLE AND THE SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT

(Insert Staff Report)

ADD TO ITEM #18 CONSIDERATION OF OPERATION OF BEACH SHUTTLE FOR
CITY OF SANTA CRUZ

(Insert Staff Report)

ADD TO ITEM #19 CONSIDERATION OF AMENDMENT OF CONTRACT WITH
VEHICLE MAINTENANCE PROGRAM, INC. FOR BUS FILTERS
(Insert Staff Report)

Also distributed: Attachment G for Item #12, a written communication from Jennifer Stern regarding Highway 17 service, a memo from Michael Edwards, Chair of MAC, outlining actions taken at their April 21st meeting. All of these additional handouts will be attached to the minutes.

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF MARCH 12 AND MARCH 26, 2004
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE MARCH 2004 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF APRIL 15, 2004 AND THE MINUTES OF THE MARCH 18, 2004 MEETING
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2004 AND APPROVAL OF BUDGET TRANSFERS
- 5-7. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JANUARY 2004
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR FEBRUARY 2004
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MARCH MEETINGS
- 5-12. CONSIDERATION OF CONTRACT RENEWAL FOR NATIONWIDE AUCTION SYSTEMS
- 5-13. DELETED
- 5-14. CONSIDERATION OF AWARD OF CONTRACT FOR HEAVY DUTY BRAKE DRUMS
- 5-15. CONSIDERATION OF AWARD OF CONTRACT FOR HEAVY DUTY BATTERIES
- 5-16. CONSIDERATION OF RECOMMENDATION TO APPROVE THE ELIMINATION OF ONE TRANSIT SURVEYOR POSITION AND CONVERT THE REMAINING TRANSIT SURVEYOR POSITION TO FULL TIME
- 5-17. CONSIDERATION OF RECOMMENDATION TO APPROVE ASSESSMENT FOR COOPERATIVE RETAIL MANAGEMENT DISTRICT
- 5-18. CONSIDERATION OF STATUS REPORT REGARDING ORION HIGHWAY 17 FLEET MODIFICATIONS

(Moved to Consent Agenda at the April 9, 2004 Board Meeting. Staff report retained original numbering as Item #7)

5-19. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION ON ANNA PADILLA, ELLEN ADAMS AND CARRIE ROSE

5-20. ACCEPT AND FILE DRAFT REPORT ON FY 2004 TRIENNIAL REVIEW

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Move approval of the Consent Agenda.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

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

FIFTEEN YEARS

Linda J. Clayton, Payroll Specialist

TWENTY-FIVE YEARS

William E. Anderson, Bus Operator

7. MOVED TO CONSENT AGENDA AS ITEM #5-18.

ITEM #12 WAS TAKEN OUT OF ORDER AT THIS TIME.

12. CONSIDERATION OF SERVICE REDUCTION FOR SUMMER 2004

Summary:

Based on the preliminary budget, METRO staff projected a \$1.33 million deficit, not including a one-time funding of \$1.4 million in this year's budget. Balancing actions include service reductions.

Ian McFadden, Transit Planner, gave a Power Point presentation outlining the trip modifications and deletions, which equate to a little under 2% of the current total operating hours. Mr. McFadden specifically discussed Route 36 which UTU suggested cutting. He expressed staff's concerns about continuing to cut express service and informed the Board that staff would not recommend cutting the Route 36 at this time. System-wide ridership per weekday is currently 21.6 passengers.

Public Hearing opened at 9:31 a.m.

Bonnie Morr of UTU, Local 23 stated that UTU is in agreement with the service reductions described by Mr. McFadden.

Paul Marcelin-Sampson stated that Route 4 serves the social service facilities. He added that buses are deadheading between Pacific Station/Metro Center and 1200 River Street throughout the day. He suggested that METRO inform the public that these deadhead trips would carry passengers if they require absolute service.

Marilyn Garrett expressed concern that so many of the social services are being cut and blamed the war in Iraq for the country not having the necessary funds. She called for an effort from all elected officials to insist that federal funds be redirected to make viable communities. Ms. Garrett asked that a letter be distributed to the Board. This letter will be included under Written Communications for the May Board packets.

The Public Hearing closed at 9:36 a.m.

ITEM #11 WAS TAKEN AT THIS TIME PRIOR TO A MOTION BEING MADE ON ITEM #12.

11. CONSIDERATION OF ISSUING A DECLARATION OF FISCAL EMERGENCY

Summary:

Staff is requesting that the Board issue a declaration of fiscal emergency based on the current financial status of METRO. Once this declaration is issued, the Board can authorize the service reductions without having to file certain environmental documentation. The determination of fiscal emergency is based on the audited financial statements and projections for next year showing the necessity for service reductions.

Discussion:

Director Rotkin stated that the staff report attachment reflects a shortfall of \$2,800,000 for FY 04/05. This deficit can only be dealt with by cutting service.

Paul Marcelin-Sampson stated that he believes an alternate reason for the financial problem METRO is experiencing stems from bus operators' discretionary increases over the last few years. He suggested that the Board use the financial projections prior to approving labor contracts.

Will Regan of the Vehicle Service Workers (VMU) union said that due to the great delay in the MetroBase project, it cost METRO millions in revenue and funds that could be used for service to help stave off reductions. He added that the lack of MetroBase and the lack of support for MetroBase in the community has brought METRO to this point.

It was pointed out by both Director Rotkin and Les White that the \$2.2 million it cost METRO to maintain numerous locations each year could have been used for service. Mr. White added that the community denied itself approximately \$20 million in service, which is what METRO would have saved had the MetroBase facility been built after the earthquake.

Bonnie Morr of UTU clarified that the UTU wage increases were deferred from several years' past and that this deferral gave METRO a financial savings at that time. She added that the bus

operators are paying more for their medical benefits as well as paying higher amounts for pension plans.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR KEOGH

Declare a state of fiscal emergency based on findings presented by staff.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

MOTION FOR ITEM #12.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve service cuts as suggested by staff, direct staff to look into feasibility of using deadhead routes to get people to the Harvey West area. Report to the Board as quickly as possible with the possibilities.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

8. DEFERRED TO THE MAY 14, 2004 BOARD MEETING

9. CONSIDERATION OF APPROVAL OF FY 04-05 PRELIMINARY LINE ITEM BUDGET FOR REVIEW AND CLAIMS PURPOSES

Summary:

Staff is asking for Board approval of the FY 04-05 preliminary budget for review and TDA/STA claims purposes. The preliminary budget for next year is \$33.177 million, which will be changed to reflect a reduction of \$84,605 in the TDA allocation. The revised TDA allocation is \$5,413,251. The expense side will increase to \$1,397,525, which will give METRO a balanced budget of \$33,923,950. Mr. White acknowledged the RTC staff for working hard to increase the TDA allocation, which added \$75,000 to the amount previously allocated to METRO.

Discussion:

Directors Rotkin and Keogh also expressed their appreciation to the committee, RTC Staff and Metro Staff for their hard work. Director Beautz added that the committee was willing to recommend that if the TDA does increase, the first \$85,00 would come back to METRO.

Paul Marcelin-Sampson referred to the bus operator salary increase in the budget and stated that service was taken away to pay for this increase. Mr. Marcelin-Sampson will provide the Board with the CPI and what it includes.

Bonnie Morr disputed Mr. Marcelin-Sampson's statements and reiterated that this wage increase was deferred from two years ago.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move approval of the preliminary line item budget for review and claims purposes. Thanks to the staff of the RTC committee who were able to increase the amount of money coming to METRO.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

10. **CONSIDERATION OF MODIFICATIONS TO THE METRO BOARD'S BYLAWS INCLUDING HOW THE SANTA CRUZ METRO REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCRTC) ARE SELECTED, HOW DIRECTORS ARE APPOINTED TO THE SANTA CRUZ METRO BOARD, INCLUDING WHETHER UC SANTA CRUZ CAN APPOINT A DIRECTOR WHO HAS VOTING RIGHTS, AND ADDING RULES OF PROCEDURE FOR BOARD MEETINGS AND OTHER CHANGES**

Summary:

After reviewing the Bylaws at past Board meetings, the Board expressed interest in how its representatives and alternates are appointed by the Board to the RTC. Ms. Gallagher provided various language scenarios for the Board to peruse. The issue of the UCSC ex-officio Board member becoming a voting Board member was raised. Ms. Gallagher stated that the enabling statute does not allow for this but one of the appointing authorities could appoint a UCSC representative to represent their group. Language was also added on the special meeting section and emergency meeting section to bring it into compliance with the Brown Act.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Direct District Counsel to bring back language whereby the Chair makes nominations but nominations can then be added from the floor and thereafter the Board would make the actual appointments for its representatives and alternates. Divide Section 5.06 into sub-sections for easy reading.

FRIENDLY AMENDMENT:

The new language should be the revision of Option 2.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

13. **CONSIDERATION OF RESOLUTIONS AUTHORIZING SUBMITTAL OF FY 2005 STA AND TDA CLAIMS**

Summary:

Mark Dorfman cited one revision to be made to the TDA Claim, which is to insert the new allocation amount of \$5,413.251 into the claim being submitted to the Regional Transportation Commission.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Adopt resolutions authorizing staff to submit claims to the Santa Cruz County Regional Transportation Commission for FY 2005 State Transit Assistance (STA) and Transportation Development Act (TDA) funds.

Motion passed by a unanimous voice vote in lieu of a roll call.

14. CONSIDERATION OF APPOINTING ALTERNATE MEMBERS TO THE METRO ADVISORY COMMITTEE

Summary:

Les White reported that at its initial meeting on April 21st, the MAC committee made a motion to request that the METRO Board of Directors defer action on the addition of alternate members until MAC has had an opportunity to more fully discuss the potential implications of such a change. This memo is attached to the minutes. MAC will discuss this issue at their May 19th meeting. Mr. White included verbiage for alternate members with his staff report.

Discussion:

There was discussion regarding a “one to one” appointment process vs. a pool process. Suggestions included making the primary member responsible for notifying alternate of his/her absence and forwarding packet to alternate, and whether the alternate members would meet the criteria of a set number of members with a disability.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR BEAUTZ

Consider all issues discussed and weigh recommendation of MAC regarding their own alternate selection process and return to the Board.

Other suggestions included having 3-4 alternates who would attend every MAC meeting, which would make them available if a member has to leave the meeting early, and making the primary member responsible for finding his/her own alternate out of a pool.

Bonnie Morr submitted a letter to the Board asking about a code of behavior for committee members and how a member would be removed from MAC if he/she were acting inappropriately.

Robert Yount spoke in support of MAC members finding their own alternate and ensuring the packet is available to the alternate.

Paul Marcelin-Sampson reported that one MAC member asked that the committee wait to see how attendance is before deciding on alternates.

Direction to Staff:

*Agendize the following for a future Board meeting after a response is received from MAC: the removal process of a committee member, voting process for alternates.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

13. CONSIDERATION OF CALL STOP AUDIT REPORT

Summary:

Bryant Baehr reported the results of the call stop audit, which took place from January to March 2004. The percentage of call stops completed was 99.7%.

14. CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATOR TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Summary:

The RTC requested that the Board of Directors select five individuals who would serve on the Paratransit Task Force representing METRO. Mr. White conveyed that MAC recommended two of its members to be appointed to this Task Force. Staff recommends that the Board appoint two Board members, one person with a disability who uses the fixed route, and ~~two~~ **one** individual with a disability who uses paratransit.

Discussion:

Director Beautz wants the Board appointments to the Task Force to be an open enrollment and not chosen only from the MAC membership. Les White reported that he and the Paratransit Administrator would attend the Task Force meetings. Staff is asking that the commission utilize the work METRO had done two years ago in crafting the paratransit service and that they look at that information and those options prior to requesting additional information. Director Reilly stated that it is imperative that the first meeting involve the legal issues pertaining to METRO.

EX OFFICIO DIRECTOR WES SCOTT LEFT THE MEETING.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Appoint Directors Reilly and Spence as Board Members to the Task Force; appoint Norm Hagen as the representative from MAC. Leave the other two positions open until the May Board meeting. Advertise broadly that these two openings are available. Notify the MAC applicants who were not appointed to MAC that these two openings on the Task Force are available. Direct District Counsel to attend the Task Force meeting to discuss the ParaCruz legal requirements.

Mr. White thought that the Task Force would be well served to participate in an abbreviated version of "Living the Paratransit Experience". Director Reilly added that if this happens, METRO should secure at least part of the cost from other agencies to conduct this training.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

17. CONSIDERATION OF STATUS REPORT FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A TRANSIT ORIENTED CHILD CARE AND APARTMENT COMPLEX CENTER FOR PROPERTY APN'S 17-011-51 AND 52 IN WATSONVILLE, PURSUANT TO A LEASE AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Summary:

This is an update only and requires no action.

Discussion:

Director Keogh pointed out that the Board had requested that architectural renderings be obtained of the backside of the apartment house as well as the trash area. By viewing these renderings, METRO could determine if they would be precluded from future alterations to the transit center. To date, the renderings have not been obtained.

18. CONSIDERATION OF OPERATION OF BEACH SHUTTLE FOR CITY OF SANTA CRUZ

Summary:

Mark Dorfman reported that the City of Santa Cruz is providing full funding for the Beach Shuttle. District staff will work with the County to obtain the use of the parking lot as it has in past years.

Discussion:

Director Tavantzis asked that it be made very clear what the hourly rate will be to avoid any confusion.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Authorize staff to operate the Beach Shuttle for the summer.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

19. CONSIDERATION OF AMENDMENT OF CONTRACT WITH VEHICLE MAINTENANCE PROGRAM, INC. FOR BUS FILTERS

Summary:

Tom Stickel reported that the Board approved the contract for bus filters in February. However, since that approval METRO received a request from the vendor for a 4% increase due to the main supplier's costs for steel and fuel increasing. Even with the increase, the cost of the filters still remain price competitive.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR ROTKIN

Authorize the General Manager to execute an amendment to the contract with Vehicle Maintenance Program, Inc. for bus filters to allow for a price increase of 4% on certain filters.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

ADDED TO THE AGENDA AS AN EMERGENCY ITEM:

19a. CONSIDERATION OF AUTHORIZING AN INDEMNIFICATION AGREEMENT FOR THE CONSOLIDATED HIGHWAY 17/AMTRAK SERVICE

Summary:

Les White reported that the lack of an indemnification agreement is about to impact the direct operation of the consolidated service of the Highway 17 Express and Amtrak. Amtrak will also supply an indemnification agreement with language stating that they are responsible for the passengers once METRO relinquishes them.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve an indemnification agreement with the purchase order to Amtrak subject to the District Counsel's review of the language as to form.

Motion passed unanimously with Directors Ainsworth and Norton being absent.

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

Margaret Gallagher reported that the Board would discuss one case of anticipated litigation. The General Manager's performance review will be moved to the May 14th Board Meeting. There will also be a Special Board meeting to discuss with METRO's labor negotiators the SEIU labor negotiations and UTU negotiations in closed session.

21. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Chairperson Reilly adjourned to Closed Session at 11:32 a.m. and reconvened to Open Session at 1:10 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 1:10 p.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

DRAFT

CHECK JOURNAL DETAIL BY CHECK NUMBER

ALL CHECKS FOR COAST COMMERCIAL BANK

CHECK # 12158 THRU 12447

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
12158	04/02/04	86.38 001	SBC	895	MAR PHONE LINES	86.38
12159	04/02/04	780.00 001004	COUNTY OF SANTA CRUZ	896	GIS SERVICES	780.00
12160	04/02/04	122.30 001020	EMED COMPANY	897	WALLETCARDS/DUB 108	122.30
12161	04/02/04	564.84 001031	AMSAN WEST	898	CLEANING SUPPLIES	564.84
12162	04/02/04	411.09 001050	LADD INDUSTRIES	899	PARTS/SUPPLIES 400	411.09
12163	04/02/04	6,405.73 001063	NEW FLYER INDUSTRIES LIMITED	900	REV VEH PARTS 898	897.87
				901	REV VEH PARTS 2190	2,189.74
				902	REV VEH PARTS 259	259.20
				903	REV VEH PARTS 3059	3,058.92
12164	04/02/04	948.80 001263	ABBOTT STREET RADIATOR, INC.	904	REPAIR RADIATOR/9827	948.80
12165	04/02/04	184.82 001315	WASTE MANAGEMENT	905	MAR MT HERMON/KINGS	41.87
				906	MAR KINGS VILLAGE	142.95
12166	04/02/04	105,808.91 001316	DEVCO OIL	907	MARCH FUEL	105,808.91
12167	04/02/04	73.00 001401	KIPLINGER CALIFORNIA LETTER	908	KIPLINGER CALIF/FIN	73.00
12168	04/02/04	594.00 001523	SANTA CRUZ MEDICAL CLINIC	7 909	FEB MEDICAL EXAMS	594.00
12169	04/02/04	15,919.06 001616	UNUM	910	APR LTD INSURANCE	15,919.06
12170	04/02/04	142.34 001710	ACCURATE RUBBER STAMP CO.	911	STAMPERS/METRO	142.34
12171	04/02/04	8,805.76 001745	HARTFORD LIFE	912	FEB LIFE/AD&D INS	4,425.51
				913	MAR LIFE/AD&D INS	4,380.25
12172	04/02/04	162,209.35 001762	COMMUNITY BRIDGES	914	FEB ADA PARATRANSIT	162,209.35
12173	04/02/04	256.23 002063	COSTCO	915	PHOTO PROCESS/OPS	18.28
				916	SPRING BID CHANGE	237.95

12174	04/02/04	395.40	002069	A TOOL SHED, INC.		917	EQUIPMENT RENTAL	395.40
12175	04/02/04	732.39	002116	HINSHAW, EDWARD & BARBARA	7	918	APR RENT ADJ 370 ENC	732.39
12176	04/02/04	142.19	002161	APPLIED INDUSTRIAL TECH		919	BUSWASHER SEALS/FAC	128.71
						920	BUSWASHER SEAL/FAC	13.48
12177	04/02/04	39.67	002189	BUS & EQUIPMENT		921	REV VEH PARTS	39.67
12178	04/02/04	5.05	002307	EWING IRRIGATION PRODUCTS		922	REPAIRS/MAINTENANCE	5.05
12179	04/02/04	413.81	002474	ELECTRICAL DISTRIBUTORS CO.		923	REPAIRS/MAINTENANCE	18.93
						924	REPAIRS/MAINTENANCE	394.88
12180	04/02/04	96.00	002567	DEPARTMENT OF JUSTICE		925	FEB FINGERPRINTS	96.00
12181	04/02/04	6,500.00	002624	DIGITAL RECORDERS		926	TALK BUS KIT 6500	6,500.00
12182	04/02/04	336.26	002689	B & B SMALL ENGINE REPAIR		927	REPAIRS/MAINTENANCE	106.61
						928	REPAIRS/MAINTENANCE	229.65
12183	04/02/04	629.00	002700	SANTA CRUZ COUNTY		929	HEALTH PERMIT	629.00
12184	04/02/04	325.75	002707	PITNEY BOWES CREDIT CORP		930	3/30-6/30 RENTAL	325.75
12185	04/02/04	251.64	002713	SANTA CRUZ AUTO TECH, INC		931	OUT REPAIR/#9700	193.64
						932	OUT REPAIR/#8024	58.00
12186	04/02/04	85.65	009	PACIFIC GAS & ELECTRIC		933	2/12-3/15 PAUL SWT	85.65
12187	04/02/04	31.32	013	MCI SERVICE PARTS, INC.		934	REV VEH PARTS	31.32
12188	04/02/04	60.00	014	CABRILLO COLLEGE		935	FINGERPRINTING	60.00
12189	04/02/04	828.00	017	SUN MICROSYSTEMS, INC.		936	1/1-3-31 SVCS	828.00
12190	04/02/04	109.08	051	SANTA CRUZ FIRE EQUIPMENT	7	937	FIRE EXT RECHARGE	109.08
12191	04/02/04	309.74	061A	REGISTER PAJARONIAN		938	CLASSIFIED AD	52.32
						939	CLASSIFIED AD	80.18
						940	CLASSIFIED ADS	177.24
12192	04/02/04	146.45	067	ROTO-ROOTER SEWER/PLUMBING		941	OUT REPAIR BLDGS/IMP	146.45
12193	04/02/04	133.62	081	KAR PRODUCTS		942	PARTS & SUPPLIES	133.62
12194	04/02/04	2,395.97	117	GILLIG CORPORATION		943	REV VEH PARTS	484.39
						944	REV VEH PARTS	91.18

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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					945	REV VEH PARTS	224.50	
					946	REV VEH PARTS	1,578.00	
					947	REV VEH PARTS	17.90	
12195	04/02/04	1,802.75	130 WATSONVILLE CITY WATER DEPT.		948	CONTAINER RODRIGUEZ	1,282.64	
					949	1/6-3/2 RODRIGUEZ	429.07	
					950	1/6-3/2 RODRIGUEZ	60.02	
					951	1/6-3/2 RODRIGUEZ	31.02	
12196	04/02/04	34.34	147 ZEE MEDICAL SERVICE		952	SAFETY SUPPLIES	34.34	
12197	04/02/04	305.10	148 ZEP MANUFACTURING COMPANY		953	CLEANING SUPPLIES	305.10	
12198	04/02/04	690.75	158 DLD TRUCK STRAPS, INC.		954	REV VEH PARTS 682	690.75	
12199	04/02/04	317.67	167 KEYSTON BROTHERS		955	OTHER SUPPLIES	317.67	
12200	04/02/04	2,059.76	191 GOLDEN GATE PETROLEUM		956	FEB FUEL - FLEET	2,059.76	
12201	04/02/04	546.43	196 LIFT-U-INC.		957	REV VEH PARTS	546.43	
12202	04/02/04	1,282.30	221 VEHICLE MAINTENANCE PROGRAM		958	REV VEH PARTS 1282	1,282.30	
12203	04/02/04	80.03	282 GRAINGER INC, W.W.		959	REV VEH PARTS	80.03	
12204	04/02/04	126.73	288 MUNCIE TRANSIT SUPPLY		960	REV VEH PARTS	20.52	
					961	REV VEH PARTS	106.21	
12205	04/02/04	364.23	341 GRANITE CONSTRUCTION CO, INC		962	REPAIRS/MAINTENANCE	364.23	
12206	04/02/04	33.83	372 FEDERAL EXPRESS		963	MAR MAILINGS/HRD	33.83	
12207	04/02/04	5,593.69	378 STEWART & STEVENSON		964	REV VEH PARTS	4,269.57	
					965	REV VEH PARTS	1,324.12	
12208	04/02/04	265.00	413 COLUMBIA EQUIPMENT COMPANY INC		966	SHELTER PAINT 265	265.00	

12209	04/02/04	53.20	434B	VERIZON CALIFORNIA	967	MT. BIEWLASKI	53.20
12210	04/02/04	94.13	436	WEST PAYMENT CENTER	968	FEB ACCESS CHGS	94.13
12211	04/02/04	466.50	481	PIED PIPER EXTERMINATORS, INC.	1009	MAR PEST CONTROL/	466.50
12212	04/02/04	873.50	504	CUMMINS WEST, INC.	969	REV VEH PARTS	247.09
					970	REV VEH PARTS	626.41
12213	04/02/04	91.27	534	REGENTS OF UNIVERSITY OF CALIF	971	MTG STAT DEADLINES	91.27
12214	04/02/04	97.43	566	ARROWHEAD MTN SPRING WATER	972	FEB WATER PLNG	97.43
12215	04/02/04	558.87	647	GFI GENFARE	973	REV VEH PARTS	558.87
12216	04/02/04	90.35	667	CITY OF SCOTTS VALLEY	974	1/15-3/15 KINGS VLG	90.35
12217	04/02/04	101.48	669	COMPUTER BOOK DIRECT	975	BOOKS/IT 101	101.48
12218	04/02/04	234.32	680	GOVPLACE	976	MAINT/NETSHIELD	234.32
12219	04/02/04	70.00	682	WEISS, AMY L.	7	977 PROF SVCS 3/26	70.00
12220	04/02/04	9,056.25	683	TRISTAR RISK MANANGEMENT	978	APR WC SVC FEE	9,056.25
12221	04/02/04	75.00	688	SALDANA, ERNESTINA	7	979 PARACRUZ HEARINGS	75.00
12222	04/02/04	75.00	689	WOOD, JOHN	7	980 PARACRUZ HEARINGS	75.00
12223	04/02/04	598.00	723	COUNCIL ON EDUCATION IN	981	CA WC UPDATE 2004	598.00
12224	04/02/04	10,400.00	804	ORTHOPAEDIC HOSPITAL	7	982 FEB PROF/TECH SVCS	10,400.00
12225	04/02/04	4,497.86	851	I.M.P.A.C. GOVERNMENT SERVICES	983	4055019201230220	4,497.86
12226	04/02/04	39,345.61	875	PACIFICARE DENTAL	984	APR DENTAL	39,345.61
12227	04/02/04	3,706.66	909	CLASSIC GRAPHICS	985	OUT REPAIR REV VEH	3,706.66
12228	04/02/04	182.52	932	A.L. LEASE COMPANY, INC.	986	REPAIRS/MAINTENANCE	11.23
					987	REPAIRS/MAINTENANCE	171.29
12229	04/02/04	4.32	973	SANTA CRUZ DODGE	988	REV VEH PARTS	4.32
12230	04/02/04	188,025.05	975	TRISTAR RISK MANAGEMENT NO. 2	989	MAR TRUST ACCOUNT	80,916.22
					990	SPCL REPLENISHMENT	29,904.08
					991	SPCL REPLENISHMENT	19,576.75
					992	SPCL REPLENISHMENT	12,628.00
					993	SPCL REPLENISHMENT	45,000.00

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12231	04/02/04	100.00	B001 AINSWORTH, SHERYL	7	998	MAR BOARD MEETING	100.00	
12232	04/02/04	100.00	B003 BEAUTZ, JAN	7	999	MAR BOARD MEETING	100.00	
12233	04/02/04	50.00	B006 HINKLE, MICHELLE	7	1000	MAR BOARD MEETING	50.00	
12234	04/02/04	100.00	B007 KEOGH, MICHAEL	7	1001	MAR BOARD MEETING	100.00	
12235	04/02/04	50.00	B011 REILLY, EMILY	7	1002	MAR BOARD MEETING	50.00	
12236	04/02/04	100.00	B012 SPENCE, PAT	7	1005	MAR BOARD MEETING	100.00	
12237	04/02/04	50.00	B014 CITY OF WATSONVILLE		1007	MAR BOARD MEETING	50.00	
12238	04/02/04	100.00	B015 ROTKIN, MIKE	7	1003	MAR BOARD MEETING	100.00	
12239	04/02/04	100.00	B016 SKILLICORN, DALE	7	1004	MAR BOARD MEETING	100.00	
12240	04/02/04	50.00	B017 STONE, MARK	7	1006	MAR BOARD MEETING	50.00	
12241	04/02/04	80.00	E002 STICKEL, TOM		994	RNL ADVANCE	80.00	
12242	04/02/04	48.16	E016 MANGINI, LAURA		995	EMPLOYEE INCENTIVE	48.16	
12243	04/02/04	44.00	E096 BRIDINGER, DENISE		996	DMV/VTT FEES	44.00	
12244	04/02/04	80.00	E312 CHENG, FRANK		997	RNL ADVANCE	80.00	
12245	04/06/04	241,888.27	502 CA PUBLIC EMPLOYEES'		1010	APR MEDICAL INS	241,888.27	
12246	04/16/04	595.06	001 SBC		1011	APR PHONE/IT	595.06	
12247	04/16/04	325.00	001016 ALLARD'S SEPTIC SERVICE, INC.		1012	HAZ WASTE DISPOSAL	325.00	
12248	04/16/04	10,525.34	001028 PC MALL GOV, INC.		1013	CITRIX METAFRAME	10,525.34	
12249	04/16/04	10,052.74	001043 VISION SERVICE PLAN		1014	APR VISION INSURANCE	10,052.74	
12250	04/16/04	4,765.59	001051 CITY OF SANTA CRUZ		1015	MB/ACQ & RELO SVCS	4,765.59	
12251	04/16/04	1,707.63	001052 MID VALLEY SUPPLY		1016	CLEANING SUPPLIES	1,461.33	
					1017	CLEANING SUPPLIES	246.30	

12252	04/16/04	1,795.57	001063	NEW FLYER INDUSTRIES LIMITED		1018	REV VEH PARTS 1796	1,795.57
12253	04/16/04	345.22	001296	LEXISNEXIS MATTHEW BENDER		1019	CA EMP LAW REL#29	345.22
12254	04/16/04	21,407.53	001346	CITY OF SANTA CRUZ		1020	JUL-DEC OFFICER/MET	20,561.69
						1021	PARKING DEF FEES	845.84
12255	04/16/04	8,047.25	001365	BORTNICK, ROBERT S. & ASSOC.	7	1022	CALL STOP SURVEY	5,000.00
						1023	INVESTIGATIVE SVCS	3,047.25
12256	04/16/04	720.65	001379	SAFETY-KLEEN SYSTEMS, INC.		1024	HAZ WASTE DISPOSAL	720.65
12257	04/16/04	84.00	001400	KIPLINGER LETTER		1025	JUN04-MAY05 RENEWAL	84.00
12258	04/16/04	7,925.00	001492	EVERGREEN OIL INC.		1026	HAZ WASTE DISPOSAL	7,925.00
12259	04/16/04	32.49	001648	STEVE'S UNION SERVICE		1027	MAR FUEL	32.49
12260	04/16/04	4,241.79	001745	HARTFORD LIFE		1028	APR LIFE/AD&D INS	4,241.79
12261	04/16/04	208,792.10	001762	COMMUNITY BRIDGES		1029	MAR ADA PARATRANSIT	208,792.10
12262	04/16/04	19.12	001800	THERMO KING OF SALINAS, INC		1030	REV VEH PARTS	19.12
12263	04/16/04	129.26	001837	VIKING OFFICE PRODUCTS		1031	COPY PAPER/ADM	129.26
12264	04/16/04	307.39	001856	BAY COMMUNICATIONS	7	1032	OUT REPAIR PHONES	307.39
12265	04/16/04	82.54	001996	JAMES PUBLISHING, INC.		1033	CA LEGAL SEC	82.54
12266	04/16/04	445.14	001A	SBC/MCI		1034	MAR PHONE/IT	91.94
						1035	MAR PHONE/IT	176.60
						1036	MAR PHONE/IT	176.60
12267	04/16/04	134.84	002063	COSTCO		1037	LOCAL MEETING EXP	11.65
						1038	COFFEE CLUB SUPPLIES	88.48
						1039	PHOTO PROCESS/OPS	34.71
12268	04/16/04	116.96	002069	A TOOL SHED, INC.		1040	EQUIPMENT RENTAL	116.96
12269	04/16/04	3,161.65	002106	AMERICAN SUPPLY COMPANY		1041	CLEANING SUPPLIES	3,161.65
12270	04/16/04	820.00	002123	GIRO, INC.		1042	PROG CHNGS/ROSTR RPT	820.00
12271	04/16/04	2,000.00	002267	SHAW & YODER, INC.		1043	FEB LEGISLATIVE SVCS	2,000.00
12272	04/16/04	1,139.79	002278	CHEMSEARCH		1044	PUREWASH SYSTEMS	1,139.79
12273	04/16/04	2,550.00	002287	CALIFORNIA SERVICE EMPLOYEES		1045	APR MEDICAL	2,550.00

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12274	04/16/04	26,919.60 002295	FIRST ALARM	1046	MAR SECURITY	26,919.60
12275	04/16/04	3,750.00 002346	CHANEY, CAROLYN & ASSOC., INC.	1047	APR LEGISLATIVE SVCS	3,750.00
12276	04/16/04	235.00 002448	CLEARVIEW WINDOWS	7 1048	WTC WINDOW CLEANING	235.00
12277	04/16/04	41.84 002474	ELECTRICAL DISTRIBUTORS CO.	1049	REPAIRS/MAINTENANCE	41.84
12278	04/16/04	1,510.95 002504	TIFCO INDUSTRIES	1050	PARTS & SUPPLIES	1,510.95
12279	04/16/04	141.28 002639	NEXTEL COMMUNICATIONS	1051	2/26-3/25 PHONES	141.28
12280	04/16/04	253.80 002643	IOS CAPITAL	1052	4/22-5/21 CANON RENT	253.80
12282	04/16/04	19,098.81 009	PACIFIC GAS & ELECTRIC	1053	2/27-3/29 SAKATA	11.12
				1054	3/2-3/31 RODRIGUEZ	1,176.81
				1055	3/2-3/31 RODRIGUEZ	33.20
				1056	3/2-3/31 BEACH ST	86.43
				1057	3/3-4/1 HRVY WEST	30.84
				1058	3/3-3/31 GOLF CLUB	336.51
				1059	3/3-3/31 GOLF CLUB	1,392.21
				1060	3/3-3/31 RIVER ST	1,383.09
				1061	3/3-4/1 111 DUB	656.24
				1062	3/3-4/1 111 DUB	390.53
				1063	3/3-3/31 RIVER ST	232.79
				1064	3/3-4/1 370 ENC	1,877.28
				1065	3/3-4/1 370 ENC	300.22
				1066	2/26-3/26 SAKATA	164.89
				1067	3/5-4/5 PACIFIC	1,152.25

			1068	3/5-4/5 PACIFIC	464.87
			1069	3/5-4/5 PACIFIC	144.45
			1070	3/3-3/31 CNG/E RVR	1,292.51
			1071	2/29-4/5 CNG/G RVR	7,972.57
12283	04/16/04	9,154.66 018	1072	REV VEH PARTS	3,920.40
			1073	REV VEH PARTS	3,315.08
			1074	REV VEH PARTS	429.30
			1075	REV VEH PARTS	1,489.88
12284	04/16/04	373.38 020	1076	APR ALARMS	373.38
12285	04/16/04	93.54 036	1077	MISC PAINT/SUPPLIES	93.54
12286	04/16/04	557.59 039	1078	MAR PRINTING	557.59
12287	04/16/04	2,422.26 041	1079	MAR UNIFORMS/LAUNDRY	73.28
			1080	MAR UNIFORMS/LAUNDRY	543.96
			1081	MAR UNIFORMS/LAUNDRY	1,805.02
12288	04/16/04	263.43 042	1082	REPAIRS/MAINTENANCE	263.43
12289	04/16/04	497.21 045	1083	RPR & MAINT/SM TOOLS	497.21
12290	04/16/04	972.00 059	1084	REV VEH PARTS	972.00
12291	04/16/04	493.72 075	1085	PARTS & SUPPLIES	70.74
			1086	CLEANING SUPPLIES	422.98
12292	04/16/04	5.20 079	1087	MAR LANDFILL	5.20
12293	04/16/04	2,009.43 080A	1088	JAN-MAR FUEL TAX	2,009.43
12294	04/16/04	414.46 083	1089	APR-JUN ELEV SVC	414.46
12295	04/16/04	12,418.70 085	1090	OUT REPAIR REV VEH	251.12
			1091	MAR TIRES/TUBES	12,167.58
12296	04/16/04	347.25 090	1092	MAR WATER FLEET	347.25
12297	04/16/04	259.33 104	1093	PARTS & SUPPLIES	259.33
12298	04/16/04	489.28 107	1094	REPAIRS/MAINTENANCE	489.28
12299	04/16/04	4,359.77 117	1095	REV VEH PARTS	627.48

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					1096	REV VEH PARTS	3,732.29	
12300	04/16/04	94.64	130 WATSONVILLE CITY WATER DEPT.		1097	3/1-4/1 SAKATA	13.38	
					1098	3/1-4/1 RODRIGUEZ	9.46	
					1099	3/1-4/1 SAKATA	71.80	
12301	04/16/04	1,177.66	135 SANTA CRUZ AUTO PARTS, INC.		1100	REV VEH PARTS/SUPPLY	1,177.66	
12302	04/16/04	2,334.04	148 ZEP MANUFACTURING COMPANY		1101	REV VEH PARTS	1,049.81	
					1102	CLEANING SUPPLIES	1,284.23	
12303	04/16/04	429.10	149 SANTA CRUZ SENTINEL		1103	MAR ADVERTISING	429.10	
12304	04/16/04	72.55	166 HOSE SHOP, INC.,THE		1104	REPAIRS/MAINTENANCE	72.55	
12305	04/16/04	887.37	170 TOWNSEND'S AUTO PARTS		1105	REV VEH PARTS/SUPPLY	887.37	
12306	04/16/04	7.00	172 CENTRAL WELDER'S SUPPLY, INC.		1106	PARTS & SUPPLIES	7.00	
12307	04/16/04	100.28	173 AON RISK SERVICES, INC.		1107	BAL DUE LIAB INS	100.28	
12308	04/16/04	400.00	249 DOC'S TOW & STORAGE, INC.		1108	TOWING/#2301	400.00	
12309	04/16/04	52.83	288 MUNCIE TRANSIT SUPPLY		1109	REV VEH PARTS	45.49	
					1110	REV VEH PARTS	7.34	
12310	04/16/04	859.63	294 ANDY'S AUTO SUPPLY		1111	REV VEH PARTS/SUPPLY	859.63	
12311	04/16/04	153.00	367 COMMUNITY TELEVISION OF		1112	TV COVERAGE 3/26 MTG	153.00	
12312	04/16/04	164.00	373 DAYTECH MFG, INC.		1113	SPRAY PAINT 144	164.00	
12313	04/16/04	56.02	405 JOHN'S ELECTRIC MOTOR SVC	7	1114	RPR PUMP/FAN BLADES	56.02	
12314	04/16/04	2,206.03	433 AMPAC BUILDING MAINTENANCE	7	1115	MAR CUSTODIAL SVCS	2,206.03	
12315	04/16/04	163.98	434 VERIZON WIRELESS-PAGERS		1116	APR PAGERS	163.98	
12316	04/16/04	1,419.55	448 UNISOURCE		1117	CLEANING SUPPLIES	1,419.55	

12317	04/16/04	1,180.00	478	BEE CLENE	0	1118	CUSTODIAL SVCS/CRPTS	1,180.00
12318	04/16/04	2,916.00	480	DIESEL MARINE ELECTRIC		1119	REV VEH PARTS	2,916.00
12319	04/16/04	193.64	546	GRANITE ROCK COMPANY		1120	BASEROCK SILTENAN PK	193.64
12320	04/16/04	166.61	566	ARROWHEAD MTN SPRING WATER		1121	MAR WATER ADMIN	166.61
12321	04/16/04	1,047.00	575	JAQUA OF CALIFORNIA		1122	20 BENCH LEGS	1,047.00
12322	04/16/04	1,081.73	647	GFI GENFARE		1123	REV VEH PARTS	1,081.73
12323	04/16/04	852.60	733	CLAREMONT BEHAVIORAL SERVICES		1124	APR EAP PREMIUM	852.60
12324	04/16/04	345.69	788	SCMTD PETTY CASH - FINANCE		1125	PETTY CASH/FINANCE	345.69
12325	04/16/04	5,174.39	851	I.M.P.A.C. GOVERNMENT SERVICES		1126	4055019201230322	5,174.39
12326	04/16/04	1,904.00	852	LAW OFFICES OF MARIE F. SANG	7	1127	WORKERS COMP CLAIM	196.00
						1128	WORKERS COMP CLAIM	1,036.00
						1129	WORKERS COMP CLAIM	252.00
						1130	WORKERS COMP CLAIM	266.00
						1131	WORKERS COMP CLAIM	56.00
						1132	WORKERS COMP CLAIM	98.00
12327	04/16/04	148.00	884	UNITED STATES POSTAL SERVICE		1133	POSTAGE/OPS	148.00
12328	04/16/04	130,343.11	904	RNL DESIGN		1134	REIMBRS EXP TO 2/29	6,612.43
						1135	PROF SVCS THRU 2/29	123,730.68
12329	04/16/04	4,082.12	909	CLASSIC GRAPHICS		1136	OUT REPAIR REV VEH	4,082.12
12330	04/16/04	213.95	911	NNT, INC.		1137	OUT REPAIR EQUIPMENT	213.95
12331	04/16/04	9,917.00	925	CHS CONSULTING GROUP, LLC		1138	TRANSIT SURVEY SVCS	9,917.00
12332	04/16/04	627.00	950	PARADISE LANDSCAPE	7	1139	MAR MAINTENANCE	627.00
12333	04/16/04	10.00	E106	MUNGIOLI, LARRY		1140	VTT FEES	10.00
12334	04/16/04	109.79	E297	HALL, DENNIS		1141	MEDICAL INSURANCE	109.79
12335	04/16/04	44.00	E518	MARCUS, STEVEN		1144	DMV/VTT FEES	44.00
12336	04/16/04	491.72	R418	STATE FARM INSURANCE COMPANY		1142	SETTLEMENT CLAIM	491.72
12337	04/23/04	395.30	001	SBC		1145	APR PHONES	395.30
12338	04/23/04	1,512.21	001029	GOLDEN GATE SYSTEMS		1146	OFFICE SUPPLIES/IT	1,512.21

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ALL CHECKS FOR COAST COMMERCIAL BANK

CHECK # 12158 THRU 12447

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
12339	04/23/04	1,407.05 001119	MACERICH PARTNERSHIP LP	7 9000031	CAPITOL MALL RENT	1,407.05
12340	04/23/04	328.56 001315	WASTE MANAGEMENT	1147	APR-JUN LOMOND/HY	36.90
				1148	APR-JUN BIG BASIN/HY	36.90
				1149	APR-JUN AIRPORT/FREE	254.76
12341	04/23/04	16.44 001837	VIKING OFFICE PRODUCTS	1150	STAMP PADS/MET	16.44
12342	04/23/04	37.75 001850	NEW ABILITIES	1151	REV VEH PARTS 35	37.75
12343	04/23/04	2,138.02 001A	SBC/MCI	1152	MAR PHONES	2,138.02
12344	04/23/04	31,581.00 002116	HINSHAW, EDWARD & BARBARA	7 9000032	120 DUBOIS RENT	6,435.77
				9000033	370 ENCINAL RENT	25,145.23
12345	04/23/04	10,794.22 002117	IULIANO, NICK	7 9000034	111 DUBOIS RENT	10,794.22
12346	04/23/04	2,422.21 002610	FREDERICK ELECTRONICS CORP.	9000035	375 ENCINAL RENT	2,422.21
12347	04/23/04	714.01 009	PACIFIC GAS & ELECTRIC	1153	3/12-4/9 KINGS VLG	468.79
				1154	3/12-4/9 KINGS VLG	155.59
				1155	3/12-4/10 KINGS VLG	19.50
				1156	3/16-4/13 PAUL SWT	70.13
12348	04/23/04	947.74 043	PALACE ART & OFFICE SUPPLY	1157	OFFICE SUPPLIES	947.74
12349	04/23/04	2,169.00 080	STATE BOARD OF EQUALIZATION	1158	JAN-MAR USE TAX	2,169.00
12350	04/23/04	65.58 081	KAR PRODUCTS	1159	PARTS & SUPPLIES	65.58
12351	04/23/04	2,374.94 110	JESSICA GROCERY STORE, INC.	1160	MAY CUSTODIAN SVCS	2,374.94
12352	04/23/04	342.00 117	GILLIG CORPORATION	1161	REV VEH PARTS	342.00
12353	04/23/04	1,587.01 166	HOSE SHOP, INC.,THE	1162	PARTS & SUPPLIES	1,587.01
12354	04/23/04	787.36 186	WILSON, GEORGE H., INC.	1163	REPAIRS/MAINTENANCE	313.20

				1164	REPAIRS/MAINTENANCE	202.27
				1165	REPAIRS/MAINTENANCE	271.89
12355	04/23/04	559.95 276	SCOTTS VALLEY SPRINKLER	1166	R & M/SILT N PARK	559.95
12356	04/23/04	2,737.44 378B	STEWART & STEVENSON	1167	REV VEH PARTS 219	2,737.44
12357	04/23/04	1,631.55 395	APPLIED GRAPHICS, INC.	1168	DAILY VEH SHEET/OPS	1,631.55
12358	04/23/04	384.91 504	CUMMINS WEST, INC.	1169	REV VEH PARTS	384.91
12359	04/23/04	191.92 510	ASCOM HASLER LEASING	1170	MAY EQUIP RENTAL	191.92
12360	04/23/04	140.78 566	ARROWHEAD MTN SPRING WATER	1171	MAR WATER PLNG	140.78
12361	04/23/04	1,500.00 804	ORTHOPAEDIC HOSPITAL	7 1172	DISABLED ID PROGRAM	1,500.00
12362	04/23/04	900.00 840	BOUCHARD, BRENT	7 9000036	VERNON ST RENT	900.00
12363	04/23/04	249.84 M001	HORTON, JOSEPH	9000037	MED INS PREMIUM REIM	249.84
12364	04/23/04	41.14 M002	RACKLEY, EARL	9000038	MED INS PREMIUM REIM	41.14
12365	04/23/04	228.77 M003	WYANT, JUDI	9000039	MED INS PREMIUM REIM	228.77
12366	04/23/04	228.77 M005	ROSS, EMERY	9000040	MED INS PREM REIMB	228.77
12367	04/23/04	596.40 M006	VAN DER ZANDE, ED	9000041	MED INS PREM REIMB	596.40
12368	04/23/04	489.54 M007	BLAIR-ALWARD, GREGORY	9000042	MED INS PREM REIMB	489.54
12369	04/23/04	280.84 M008	CAMPOS, ARVILLA	9000043	MED INS PREM REIMB	280.84
12370	04/23/04	816.40 M009	FREEMAN, MARY	9000044	MED INS PREM REIMB	816.40
12371	04/23/04	280.84 M010	SHORT, SLOAN	9000045	MED INS PREM REIMB	280.84
12372	04/23/04	41.14 M011	LAWSON, LOIS	9000046	MED INS PREM REIMB	41.14
12373	04/23/04	41.14 M012	ROSE, JACK	9000047	MED INS PREM REIMB	41.14
12374	04/23/04	72.14 M013	JAHNKE, EILEEN	9000048	MED INS PREM REIMB	72.14
12375	04/23/04	41.14 M015	HETH, KATHRYN	9000049	MED INS PREM REIMB	41.14
12376	04/23/04	20.07 M016	HICKLIN, DONALD KENT	9000050	MED INS PREM REIMB	20.07
12377	04/23/04	20.07 M017	PORTILLA, EARLENE	9000051	MED INS PREM REIMB	20.07
12378	04/23/04	72.14 M019	WILLIAMS, ROBERT	9000052	MED INS PREM REIMB	72.14
12379	04/23/04	219.57 M022	CAPELLA, KATHLEEN	9000053	MED INS PREM REIMB	219.57
12380	04/23/04	8.94 M023	CARLSON, WILLIAM	9000054	MED INS PREM REIMB	8.94

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CHECK # 12158 THRU 12447

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
12381	04/23/04	30.44 M024	DOBBS, GLENN	9000055	MED INS PREM REIMB	30.44
12382	04/23/04	35.19 M025	ELIA, LARRY	9000056	MED INS PREM REIMB	35.19
12383	04/23/04	30.44 M028	ORTEGA, MANUELA	9000057	MED INS PREM REIMB	30.44
12384	04/23/04	39.94 M029	REESE, CHARLES	9000058	MED INS PREM REIMB	39.94
12385	04/23/04	11.34 M032	TOWE, JANIE	9000059	MED INS PREM REIMB	11.34
12386	04/30/04	86.38 001	SBC	1173	APR PHONE LINES	86.38
12387	04/30/04	1,161.00 001000	ORION BUS INDUSTRIES, INC.	1174	MNT CONTROLLER PLUG	1,161.00
12388	04/30/04	8,023.93 001063	NEW FLYER INDUSTRIES LIMITED	1175	REV VEH PARTS - 310	309.87
				1176	REV VEH PARTS - 652	651.56
				1177	REV VEH PARTS - 3073	3,073.46
				1178	REV VEH PARTS - 48	47.88
				1179	REV VEH PARTS - 3941	3,941.16
12389	04/30/04	2,256.66 001230	CAPITOL CLUTCH & BRAKE, INC.	1180	REV VEH PARTS	2,256.66
12390	04/30/04	519.00 001257	DOMINICAN HOSPITAL OF S C	1181	FEB DRUG TESTING	519.00
12391	04/30/04	660.00 001523	SANTA CRUZ MEDICAL CLINIC	7 1182	MAR MEDICAL EXAMS	660.00
12392	04/30/04	17,499.70 001616	UNUM	1183	MAY LTD INSURANCE	17,499.70
12393	04/30/04	704.70 001746	HARTFORD INSURANCE CO.	1184	NOV SUPP AD&D	124.20
				1185	DEC SUPP AD&D	116.10
				1186	JAN SUPP AD&D	116.10
				1187	FEB SUPP AD&D	116.10
				1188	MAR SUPP AD&D]	116.10
				1189	APR SUPP AD&D	116.10

12394	04/30/04	504.35	001812	KURTT INTERNATIONAL TRUCKS		1190	REV VEH PARTS	353.87
						1191	REV VEH PARTS	150.48
12395	04/30/04	216.51	001837	VIKING OFFICE PRODUCTS		1192	COPY PAPER - ADMIN	216.51
12396	04/30/04	51.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		1193	COPIES/DUES LEGAL	51.00
12397	04/30/04	79.02	002063	COSTCO		1194	PHOTO PROCESS/OPS	38.69
						1195	PHOTO PROCESS/OPS	40.33
12398	04/30/04	1,561.51	002117	IULIANO, NICK	7	1196	PROPERTY TAX	1,561.51
12399	04/30/04	33,453.00	002123	GIRO, INC.		1197	HASTUS ROSTER MODULE	31,370.00
						1198	ANNUAL FEE ADJUSTMNT	2,083.00
12400	04/30/04	32.00	002567	DEPARTMENT OF JUSTICE		1199	MAR FINGERPRINTS	32.00
12401	04/30/04	828.00	017	SUN MICROSYSTEMS, INC.		1200	4/1-6/30 SVCS	828.00
12402	04/30/04	84.40	061A	REGISTER PAJARONIAN		1201	CLASSIFIED ADS	84.40
12403	04/30/04	395.45	067	ROTO-ROOTER SEWER/PLUMBING		1202	OUT REPAIR BLD/IMP	395.45
12404	04/30/04	138.56	074	KENVILLE & SONS LOCKSMITH	7	1203	MAR/APR LOCKS/KEYS	138.56
12405	04/30/04	220.24	087	RECOGNITION SERVICES LTD.		1204	EMP INCENTIVE - 208	220.24
12406	04/30/04	2,804.20	117	GILLIG CORPORATION		1205	REV VEH PARTS	1,521.63
						1206	REV VEH PARTS	641.70
						1207	REV VEH PARTS	640.87
12407	04/30/04	219.08	131	CUMMINS-ALLISON CORP.		1208	MAINTENANCE AGREEMNT	219.08
12408	04/30/04	2,787.70	134	DAY WIRELESS SYSTEMS		1209	APR OUT REPAIR EQUIP	2,787.70
12409	04/30/04	8,241.81	157	DELL MARKETING L.P.		1210	DELL POWEREDGE 1750	8,241.81
12410	04/30/04	1,426.74	191	GOLDEN GATE PETROLEUM		1211	FEB FUEL - FLEET	1,426.74
12411	04/30/04	2,731.48	221	VEHICLE MAINTENANCE PROGRAM		1212	REV VEH PARTS - 2731	2,731.48
12412	04/30/04	243.00	225	MISSION PRINTERS	7	1213	FARE INCREASE LABELS	243.00
12413	04/30/04	248.29	261	OFFICE MAX		1214	BINDERS/OPS	248.29
12414	04/30/04	120.00	271	CARLSON, BRENT D., M.D., INC.	7	1215	MAR DRUG TESTING	60.00
						1216	APR DRUG TESTING	60.00
12415	04/30/04	61.92	282	GRAINGER INC, W.W.		1217	REPAIRS/MAINTENANCE	4.76

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CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				1218	REPAIRS/MAINTENANCE	57.16
12416	04/30/04	86.57 372	FEDERAL EXPRESS	1219	APR MAILINGS/FLEET	86.57
12417	04/30/04	31,697.27 378	STEWART & STEVENSON	1221	REBUILD TRANSMISSION	5,164.64
				1222	REV VEH PARTS	3,337.90
				1223	REMANUFACTURE ENGINE	22,601.32
				1224	REV VEH PARTS	593.41
12418	04/30/04	67.70 378B	STEWART & STEVENSON	1220	REV VEH PARTS - 68	67.70
12419	04/30/04	1,191.94 395	APPLIED GRAPHICS, INC.	1225	TIMECARDS	531.56
				1226	A/P CHECKS	660.38
12420	04/30/04	10.21 418	COUNTY OF SANTA CRUZ	1227	CNG FUEL	10.21
12421	04/30/04	426.00 481	PIED PIPER EXTERMINATORS, INC.	1228	INSPECTION LADYBUGS	105.00
				1229	APR PEST CONTROL	321.00
12422	04/30/04	234,741.21 502	CA PUBLIC EMPLOYEES'	1230	MAY MEDICAL INS.	234,741.21
12423	04/30/04	945.00 533	LINDSKOG, P.E., ROBERT	7 1231	PROF SVCS 4/14-4/19	945.00
12424	04/30/04	938.00 639	72 DEGREES	1232	OUT REPAIR EQUIP	740.00
				1233	OUT REPAIR BLDGS/IMP	198.00
12425	04/30/04	70.00 682	WEISS, AMY L.	7 1234	PROF SVCS 4/23	70.00
12426	04/30/04	9,056.25 683	TRISTAR RISK MANANGEMENT	1235	MAY WC SVC FEE	9,056.25
12427	04/30/04	852.60 733	CLAREMONT BEHAVIORAL SERVICES	1236	MAY EAP PREMIUM	852.60
12428	04/30/04	8,432.00 804	ORTHOPAEDIC HOSPITAL	7 1237	MAR PROF/TECH SVCS	8,432.00
12429	04/30/04	897.43 816	MISSION VALLEY FORD	1238	OUT REPAIR/OTHER VEH	897.43
12430	04/30/04	2,216.20 852	LAW OFFICES OF MARIE F. SANG	7 1239	WORKERS COMP CLAIM	728.00

				1240	WORKERS COMP CLAIM	1,148.00	
				1241	WORKERS COMP CLAIM	340.20	
12431	04/30/04	1,561.48 856	ANGI INTERNATIONAL, LLC	1242	CNG PARTS	1,348.26	
				1243	CNG ADAPTER	18.86	
				1244	VALVE RELIEF CRLSEAL	194.36	
12432	04/30/04	725.00 866	NORTHSTAR CONFERENCES LLC	1245	SESSION #46CUS06	725.00	
12433	04/30/04	40,482.52 875	PACIFICARE DENTAL	1246	MAY DENTAL	40,482.52	
12434	04/30/04	692.00 950	PARADISE LANDSCAPE	7	1247	APR MAINT/PEST CNTRL	692.00
12435	04/30/04	106,017.45 975	TRISTAR RISK MANAGEMENT NO. 2	1248	SPCL REPLENISHMENT	17,492.78	
				1249	APR TRUST ACCOUNT	88,524.67	
12436	04/30/04	50.00 B001	AINSWORTH, SHERYL	7	1250	APR BOARD MEETING	50.00
12437	04/30/04	100.00 B003	BEAUTZ, JAN	7	1251	APR BOARD MEETING	100.00
12438	04/30/04	50.00 B006	HINKLE, MICHELLE	7	1252	APR BOARD MEETING	50.00
12439	04/30/04	100.00 B007	KEOGH, MICHAEL	7	1253	APR BOARD MEETING	100.00
12440	04/30/04	50.00 B011	REILLY, EMILY	7	1254	APR BOARD MEETING	50.00
12441	04/30/04	100.00 B012	SPENCE, PAT	7	1257	APR BOARD MEETING	100.00
12442	04/30/04	100.00 B014	CITY OF WATSONVILLE		1259	APR BOARD MEETING	100.00
12443	04/30/04	100.00 B015	ROTKIN, MIKE	7	1255	APR BOARD MEETING	100.00
12444	04/30/04	100.00 B016	SKILLICORN, DALE	7	1256	APR BOARD MEETING	100.00
12445	04/30/04	50.00 B017	STONE, MARK	7	1258	APR BOARD MEETING	50.00
12446	04/30/04	17.97 E002	STICKEL, TOM		1260	EMP INCENTIVE/FLEET	17.97
12447	04/30/04	85.00 E010	ROSS, ELISABETH		1261	EMP INCENT/FINANCE	85.00
TOTAL		1,984,130.75	COAST COMMERCIAL BANK		TOTAL CHECKS	289	1,984,130.75

**Santa Cruz METRO
April 2004 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 1,794.49	31,522	26,795	1,985	15	61	21	5	147	646	1,452
13	\$ 726.61	15,430	13,613	914	8	4	2	-	81	317	371
15	\$ 2,162.94	42,750	37,490	2,456	23	44	13	8	303	967	1,164
16	\$ 6,150.48	92,346	80,230	4,700	57	86	44	22	665	2,008	2,943
19	\$ 1,753.56	28,723	25,082	1,266	12	43	6	22	206	562	1,064
2	\$ 2,040.52	6,284	2,859	333	44	48	3	15	172	230	1,643
3A	\$ 753.20	2,211	280	85	25	48	2	26	151	45	1,212
3B	\$ 1,511.82	3,670	551	156	40	77	42	23	186	95	1,822
3N	\$ 165.90	374	118	15	-	9	1	-	21	13	103
3C	\$ 312.02	964	287	30	3	23	23	17	24	30	408
4	\$ 1,461.91	6,061	549	114	15	175	12	63	126	94	3,979
7	\$ 589.80	1,619	89	21	16	44	11	55	120	28	1,032
7N	\$ 1,570.42	2,692	481	119	1	25	13	1	142	138	927
9	\$ 174.60	621	62	16	3	13	3	1	19	12	402
12A	\$ 330.94	6,039	5,281	400	15	2	2	2	34	145	123
12B	\$ 285.14	4,490	3,790	330	3	5	3	-	28	72	168
20	\$ 372.90	9,502	8,407	607	1	8	-	-	53	171	186
22	\$ 297.26	5,893	5,060	420	3	8	1	1	44	208	186
31	\$ 2,274.58	4,214	281	107	34	43	12	19	190	138	2,205
32	\$ 767.58	1,237	35	26	2	20	13	1	28	27	656
33	\$ 389.64	566	-	2	1	2	-	-	-	4	302
34	\$ 289.54	504	1	-	-	4	-	1	-	-	316
35	\$ 26,842.91	42,463	1,295	594	318	521	56	190	1,573	1,614	21,933
36	\$ 344.41	531	16	36	22	16	-	-	46	26	225
40	\$ 1,786.47	2,376	57	36	62	21	-	16	107	132	1,149
41	\$ 1,184.06	1,911	381	130	15	39	-	5	94	276	539
42	\$ 843.53	1,177	211	20	5	20	-	3	40	137	363
52	\$ 612.19	1,259	17	19	9	60	34	19	149	24	675
53	\$ 707.99	1,200	14	17	12	64	79	38	103	46	582
54	\$ 300.47	642	8	20	7	9	2	7	129	45	311
55	\$ 1,775.95	4,244	28	46	30	134	117	52	1,251	101	1,830
56	\$ 222.39	641	7	9	6	11	-	8	97	27	406
58	\$ 18.00	82	1	8	-	-	-	-	1	2	60
65	\$ 4,684.04	8,390	577	261	58	303	99	57	316	193	4,099
66	\$ 10,670.31	16,432	1,156	510	189	263	139	115	822	414	7,278
67	\$ 5,279.56	9,408	956	306	99	149	95	41	467	351	4,347
69	\$ 7,419.10	14,370	1,761	665	131	290	110	88	590	559	6,539
69A	\$ 15,578.09	21,207	1,382	586	177	540	160	152	584	634	8,474
69N	\$ 1,858.60	3,752	606	139	4	42	22	2	402	182	1,370
69W	\$ 19,116.36	28,736	1,688	767	170	544	235	163	2,839	947	10,748
70	\$ 2,631.37	6,267	151	130	30	111	23	31	2,144	181	2,089
71	\$ 59,984.42	82,403	2,956	1,472	535	1,999	381	436	8,207	2,560	30,317
72	\$ 6,760.60	7,553	14	38	105	310	45	78	304	134	2,848
73	\$ 5,675.63	5,996	3	21	36	361	48	74	149	33	2,074
75	\$ 8,058.41	8,393	10	11	65	387	59	81	264	97	2,822
78	\$ 126.76	124	1	1	-	15	-	2	1	1	34
79	\$ 1,982.93	2,558	4	10	30	243	20	73	102	18	1,126
88	\$ 7.00	1,523	2	-	-	-	-	1	-	10	68
91	\$ 5,835.51	7,614	188	163	123	88	34	44	1,270	318	2,211
Unknown	\$ 111.41	470	90	23	1	6	5	7	22	9	248
TOTAL	\$216,594.32	549,434	224,921	20,140	2,560	7,338	1,990	2,065	24,813	15,021	137,429

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	None	ECO Pass	Bike	Monthly Pass
17	\$ 14,713.09	13,469	27	33	176	422	12	634	202	560	8,359

RIDERSHIP	
Night Owl	3,744
TOTAL	3,744

April Ridership	566,647
April Revenue	\$ 231,750.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF APRIL 2004

BUS #	DATE	DAY	REASON
8084F	3-Apr	SATURDAY	Lift temperamental and inconsistent
9811LF	14-Apr	WEDNESDAY	Coach slow to come out of kneel
8086F	20-Apr	TUESDAY	Lkneel unkneels by itself
9810LF	26-Apr	MONDAY	Stow to ramp not working

- 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.

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	1	9	5	4	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	5	4	5	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%

Service Interruption Summary Report
Lift Problems
04/01/2004 to 04/30/2004

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



Agenda Metro Advisory Committee

6:00 pm
May 19, 2004
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of April 21, 2004 MAC Meeting
- V. Consideration of Definition of Excused Absences for Members
- VI. Consideration of Format for Transmitting Advice to METRO Board/Management
- VII. Consideration of Process for Amending Committee Bylaws
- VIII. 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
- IX. Review of MetroBase Project
- X. Communications to METRO General Manager
- XI. Communications to METRO Board of Directors
- XII. Items for Next Meeting Agenda
- XIII. Adjournment

Next Meeting: Wednesday June 16, 2004 @ 6:00 pm
Conference Room
Santa Cruz Metro Center

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

April 21, 2004

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, April 21, 2004 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Les White called the meeting to order at 5:07 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper

Kanoa Dynek

Michael Edwards

Norm Hagen

Jeff Le Blanc

Paul Marcelin-Sampson

Matthew Melzer

Stuart Rosenstein

Robert Yount (Arrived after Roll Call)

MEMBERS ABSENT

James Sheldon

Lesley Wright

STAFF PRESENT

Bryant Baehr, Operations Manager

Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator

Les White, General Manager

2. INTRODUCTIONS

Introductions were made and each member gave a brief statement about their interest in participating on the METRO Advisory Committee.

Les White stated that he would facilitate the meeting, acting as Interim Chair until Item #5, Election of Officers.

3. AGENDA ADDITIONS/DELETIONS

Stuart Rosenstein announced that he had to leave at 5:30 and requested Items #5 and #6 be moved to the beginning of the agenda. The Committee agreed to take the items out of order.

5. ELECTIONS OF OFFICERS

Les White explained that the Committee needed to elect a Chair and a Vice Chair. Jeff Le Blanc nominated Michael Edwards to serve as Chair; there were no other nominations for this position.

ACTION: MOTION: JEFF LE BLANC SECOND: PAUL MARCELIN-SAMPSON

MAC ELECTS MICHAEL EDWARDS TO SERVE AS CHAIR OF THE COMMITTEE

Motion passed unanimously with James Sheldon, Lesley Wright, and Bob Yount being absent.

Michael Edwards nominated Kanoa Dynek to serve as Vice Chair; there were no other nominations for this position.

ACTION: MOTION: MICHAEL EDWARDS SECOND: JEFF LE BLANC

MAC ELECTS KANOA DYNEK TO SERVE AS VICE CHAIR OF THE COMMITTEE

Motion passed unanimously with James Sheldon, Lesley Wright, and Bob Yount being absent.

6. DISCUSSION OF MEETING TIME/DAY/LOCATION

Chairperson Edwards proposed that the next MAC meeting be held one week from today. Les White explained that the MAC Bylaws call for the Committee to meet at least once each quarter and no more than once per month.

Stuart Rosenstein suggested holding the meetings at 7:00 p.m. on the 3rd Wednesday of each month. There was discussion about the impact of available transportation to and from the meetings.

Bob Yount arrived and introductions were made to him. Mr. Yount was also informed of the election of Michael Edwards as Chair and Kanoa Dynek as Vice Chair.

After continued discussion of the meeting time and date, Dan Alper proposed a motion to hold the meetings at 5:30 p.m. After more discussion, Mr. Alper withdrew his motion and the following motion was made:

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: JEFF LE BLANC

MAC MEETINGS WILL BE HELD AT 6:00 PM ON THE THIRD WEDNESDAY OF EACH MONTH.

Motion passed unanimously with James Sheldon and Lesley Wright being absent.

Paul Marcelin-Sampson proposed an amendment to the last motion, adding that the MAC meetings would be held at the METRO Center.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: JEFF LE BLANC

MAC MEETINGS WILL BE HELD AT 6:00 PM ON THE THIRD WEDNESDAY OF EACH MONTH AT THE METRO CENTER.

Motion passed unanimously with James Sheldon and Lesley Wright being absent.

3. ORAL AND WRITTEN COMMUNICATION

Oral:

Paul Marcelin-Sampson gave a brief description of his Metro Riders Union committee, handed out 2 newsletters and encouraged MAC members to join his committee.

Stuart Rosenstein left the meeting.

4. REVIEW OF COMMITTEE BYLAWS (INCLUDING BROWN ACT REQUIEMENTS)

Margaret Gallagher went over the highlights of the MAC Bylaws that the Board has adopted. Jeff Le Blanc had two concerns regarding the Bylaws that he would like agendized for a future meeting: How the Committee's advice to the Board should be structured, and who is authorized to make amendments to the Bylaws.

Paul Marcelin-Sampson suggested that excused absence categories also be agendized for a future meeting.

Ms. Gallagher then explained, in detail, the Ralph M. Brown Act requirements and their impact on MAC. The handout Ms. Gallagher distributed to the Committee is attached to and made a part of these minutes. During the discussion, it was agreed that when the Committee votes, both verbal and physical responses (such as a show of hands) would be used so hearing and sight-impaired individuals would be included.

Ms. Gallagher stated that she is available to answer any questions and offered to email Brown Act information to members.

Les White then reported that a Staff Report regarding MAC Alternates was going before the Board for consideration this Friday, April 23, 2004. The proposed language to amend the MAC Bylaws to include Alternates is attached to and a part of these minutes.

Jeff Le Blanc suggested asking the Board to defer action until after MAC has met for a few months to determine if Alternates are necessary. Mr. Le Blanc also pointed out that if there are Alternates, they should be available to the whole Committee, rather than 1 to 1 as proposed by Staff.

ACTION: MOTION: NORM HAGEN SECOND: DAN ALPER

MAC REQUESTS THAT THE BOARD DEFER ACTION ON THE ISSUE OF MAC ALTERNATES UNTIL MAC HAS HAD TIME TO DISCUSS IT.

Motion passed unanimously with James Sheldon, Stuart Rosenstein, and Lesley Wright being absent.

Jeff Le Blanc made a comment about the preceding vote not following Robert's Rules of Order. Margaret Gallagher replied that MAC does not operate under Robert's Rules of Order, but that the Bylaws do specify that MAC meetings be called, noticed and conducted in accordance with the Brown Act.

Mr. Le Blanc suggested discussing Roberts Rules of Order during a future meeting.

ITEM #7b WAS TAKEN OUT OF ORDER

7. REVIEW OF CURRENT METRO ISSUES

7b) Service Changes Proposed for June 2004

Ian McFadden, Transit Planner, gave a PowerPoint presentation on the proposed Summer 2004 service changes. Routes affected include:

Weekdays: Routes 4, 9, 32, 40, 53, 56 and 58

Weekends: Routes 3C, 3N, 4, 10, 19, 52, 54, 55 and 56

Mr. McFadden explained that only the poorest performing routes are being proposed for elimination or modification at this time, which he believes is just under 2%, with additional cuts expected in the Fall after more thorough route reviews can be performed. Ian reported that the Summer 2004 service changes will decrease METRO's projected \$1.3 million budget deficit by approximately \$200,000.

Les White reported that there will be a Public Hearing at the April 23, 2004 Board meeting and encouraged MAC members to attend.

Paul Marcelin-Sampson stated he is opposed to the proposed service changes and questioned how the rest of the deficit will be handled. Mr. Marcelin-Sampson suggested that ~~METRO employees are paid too much and that he wants~~ the 2 Labor Union agreements be **reviewed with regard to raises** ~~renegotiated to reduce wages~~, which he requested be agendaized for a future meeting. Mr. Marcelin-Sampson also suggested allowing passengers on deadhead trips from METRO Center to River Street to make up for the loss of service on Route 4 on the weekends and evenings.

Jeff Le Blanc and Robert Yount spoke in favor of Staff's recommendation. After more discussion, Les White reported that the Board's final decision would be at the June 23, 2004 Board meeting. Mr. White suggested that MAC view the FY 04-05 Budget Status and the Proposed Service Cuts for September 2004 as separate items at their next meeting and then give their recommendation to the Board.

ITEM #7f WAS TAKEN OUT OF ORDER

7f) Highway 17/Amtrak Connector Merger Status

Les White reported that the combined service would begin on Monday, April 26, 2004 and invited MAC members to attend the ceremony planned for Friday, May 7, 2004 at 12:00 p.m. at the METRO Center.

Due to time constraints, Items #7a, 7c, 7d and 7e were deferred to next month's agenda for more in depth discussion.

ACTION: MOTION: JEFF LE BLANC SECOND: ROBERT YOUNT

DEFER ITEMS #7a, 7c, 7d, and 7e TO NEXT MONTH'S AGENDA.

Motion passed unanimously with James Sheldon, Stuart Rosenstein, and Lesley Wright being absent.

8. COMMUNICATIONS TO METRO GENERAL MANAGER

No questions or comments.

9. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

No questions or comments.

10. ITEMS FOR NEXT MEETING AGENDA

As discussed earlier, the following 4 items will appear on next month's agenda:

1. Consideration of Format for Transmitting Advice to METRO Board of Directors.
2. Consideration of Process for Amending Committee Bylaws.
3. Consideration of Definition of Excused Absences for Members.
4. Consideration of FY 04-05 Budget, including reviewing Union Labor Agreements and September 2004 Service Cuts.

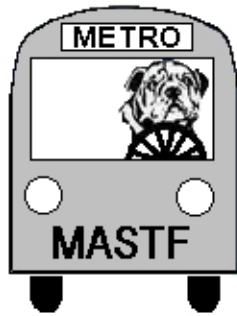
Les White explained that members should contact either the MAC Chairperson or himself to suggest placing additional items on the agenda.

ADJOURN

There being no further business, Chairperson Edwards adjourned the meeting at 7:10 p.m.

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. May 20, 2004 MASTF Agenda**
- 2. April 15, 2004 MASTF Minutes**
- 3. Letter regarding MASTF membership application**
- 4. MASTF membership application (Please fill out and return membership form this month)**
- 5. DRAFT MASTF Affiliate Organization Membership application**
- 6. Certificate of Appreciation for Leslie Wright**

Metro Accessible Services Transit Forum (MASTF)*

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

**Thursday May 20, 2004 2:00-4:00 p.m.
The NIAC Building in the Training Center
333 Front Street, Santa Cruz, CA.**

AGENDA

ELIGIBLE VOTING MEMBERS FOR THIS MEETING:

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

I. Call to Order and Introductions

II. Approval of the April 15, 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

5.1 Status of METRO No Smoking Policy (Bob Yount)

5.2 MASTF status as METRO Advisory Body

- 5.3 MASTF Affiliate Organization Membership application
- 5.4 MASTF Membership Recruitment
- 5.5 MASTF Finances and Fund Raising
- 5.6 Discussion of Amendments to MASTF By-Laws

VI. New Business

MASTF COMMITTEE REPORTS

- 6.1 Reports from MASTF/Board liaisons.
- 6.2 Training and Procedures Committee Report (Kasandra Fox)
- 6.3 Bus Service Committee Report (Connie Day)
 - a) MAC report
 - b) Service Planning and Review Report
- 6.4 Bus Stop Improvement Committee Report (Jeff LeBlanc)
 - a) Bus Stop Advisory Committee (BSAC) Report
- 6.5 Elderly and Disabled Transportation Advisory Committee (E&DTAC) Report (Bob Yount)

OTHER REPORTS

- 6.6 Paratransit Update
 - a) Paratransit Report (Link Spooner)
 - b) CCCIL Transportation Advocacy (Thom Onan)
- 6.7 UTU Report (Jeff North)
- 6.8 SEIU/SEA Report (Eileen Pavlik)
- 6.9 Next Month's Agenda Items

VII. 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

April 15, 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, Connie
Day, Shelley Day, Jeff LeBlanc, Elizabeth Miller, Thom
Onan, Camille Pierce, Bob Yount.**

**METRO STAFF PRESENT:
Steve Paulson, METRO Paratransit Administrator**

BOARD MEMBERS PRESENT: None

MASTF MOTIONS RELATED TO THE METRO BOARD OF DIRECTORS:

- 1. MASTF strongly urges that the Metro board move as quickly as possible to break ground on metro base**
- 2. MASTF urges metro to support assembly bill AB2694 that raises the fine for throwing cigarettes down.**
- 3. 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.**

**MASTF MOTIONS RELATED TO THE METRO
MANAGEMENT: None**

- I. Call to Order and Introductions**
- II. Approval of March 18, 2004 MASTF Minutes**
 - 1. MASTF Motion: To approve the March 18, 2004 MASTF Minutes as submitted. M/S/PU: C. Day, Pierce. Motion was approved.**
- III. Oral Communication and Correspondence:**
 - 1. Certificate of Appreciation to Lesley Wright from MASTF for Long-time service to MASTF, training new operators and helping to bring people and MASTF together.**
- IV. Amendments to this Agenda**
- V. Ongoing Business**
 - 1. MASTF Status as METRO Advisory Body**
 - 2. Communication with Members (Sharon Barbour)**
 - 3. Status of METRO No Smoking Policy (Bob Yount)**
 - A. MASTF Motion: MASTF urges metro to support assembly bill AB2694 that raises the fine for throwing cigarettes down. M/S/PU: Yount/LeBlanc. Motion was approved.**
 - 4. MASTF Membership Recruitment & Membership Application**
 - A. Approval of MASTF Membership Application**
 - a) MASTF Motion: Accept membership form as amended. M/S/PU: LeBlanc/C. Day. Motion was approved.**

b) MASTF Motion: MASTF yearly send out membership and renewal forms in March. M/S/PU: C. Day/LeBlanc. Motion was approved.

- 5. MASTF Finances and Fund Raising**
- 6. Paratransit Issues:**

VI. New Business

- 1. Metro Base**
 - A. MASTF Motion: MASTF strongly urges that the Metro board move as quickly as possible to break ground on Metro Base. M/S/PU: LeBlanc/C. Day. Motion was approved.**
- 2. Discussion of Amendments to MASTF By-Laws**

MASTF Motion: Meeting be extended by 15 minutes. M/S/PU: Yount/C. Day. Motion was approved.

MASTF COMMITTEE REPORTS

- 3. Training and Procedures Committee Report (Kasandra Fox): None**
- 4. Bus Service Committee Report (Connie Day)**
 - A. MAC report: None**
 - B. Service Planning and Review Report: None**
- 5. Bus Stop Improvement Committee Report (Jeff LeBlanc)**
 - A. Bus Stop Advisory Committee (BSAC) Report**
- 6. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report (Bob Yount)**

- A. Bob Yount reported discussion at E&DTAC meeting about a proposed ½ cent sales tax increase to fund transportation, and that it was proposed that 2.8% of the funds so acquired be used for senior and disabled transportation services.**
- B. MASTF Motion: MASTF urges the metro board of directors to encourage their members on the transportation commission to support increasing the portion of the proposed half cent sales tax that's allocated to senior and disabled transportation services. M/S/PU: LeBlanc/Yount. Motion approved.**
- C. MASTF Motion: Above motion be withdrawn and revised. M/S/PU: LeBlanc/Yount. Motion approved.**
- D. MASTF Motion: 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. M/S/PU: LeBlanc/Yount. Motion approved.**

OTHER REPORTS

- 7. Paratransit Update**
 - A. Paratransit Report (Link Spooner): None**
 - B. CCCIL Transportation Advocacy (Thom Onan): No Complaints**
- 8. UTU Report (Jeff North): None**
- 9. SEIU/SEA Report (Eileen Pavlik): None**

10. Next Month's Agenda Items: None added

VII. Adjournment: Ms. Barbour adjourned the meeting at 4:23 p.m.

Respectfully Submitted by Elizabeth Miller.

NOTE: NEXT REGULAR MASTF MEETING IS:

Thursday May 20, 2004 from 2:00-4:00 p.m., in the Training Center Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.

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>



26 April 2004

Dear MASTF Members:

MASTF is requiring members to submit a yearly membership/renewal application beginning this year. This will allow us to ensure that membership information is current and that packets are sent only to people who wish to receive them.

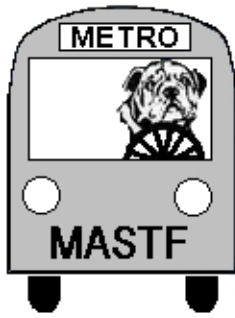
Included in this month's packet is the membership form. Please fill it out and mail it or bring it to a MASTF meeting. The address is on the application. Although it is helpful, it is not required that you fill out the entire application. If you prefer, you may fill out just the top portion of the first page and sign and date the second page. Regardless, your information will be for MASTF use only. (Metro is mailing the paper packets for MASTF. Addresses of MASTF members receiving paper packets will be given to Metro for mailing purposes only.)

If anyone has questions about the application or needs assistance filling it out, I will be happy to help. Please call me at (831) 338-6647 or e-mail me at SharonLBarbour@yahoo.com

Currently, membership donations are our only source of funds. MASTF is requesting members make a yearly \$15 donation. This will help pay for community outreach, renewal of website license, legal necessities, etc. Please contribute what you can. **NO ONE WILL BE REFUSED MEMBERSHIP BECAUSE OF INABILITY TO PROVIDE A FINANCIAL CONTRIBUTION.**

Thank you for filling out and returning your membership application.

Sharon L. Barbour
MASTF Chair



MASTF

METRO ACCESSIBLE SERVICES TRANSIT FORUM

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

MASTF Membership

And Yearly Membership Renewal Form

(Please call if you have questions or need help filling out the form.)

Name _____

Address (with zip code)

Day Time Phone _____

Email Address _____

Preferred method for receiving monthly MASTF packets. Paper packets are expensive. Please choose email if at all possible. Unfortunately, taped packets may no longer be available.

_____ Email _____ Paper Packet _____ Large Print Packet

Are you or someone you care about Senior or Disabled?

_____ Self _____ Family Member _____ Friend
_____ Service Provider _____ Just interested in issues

Do You Ride METRO Fixed Route or ParaCruz service? If so, how often? _____

What are your particular Senior/Disabled Transit Interests?

What do you think are the biggest challenges for Seniors, Disabled People, and METRO? _____

What do you believe you will contribute MASTF and METRO?
(Enthusiasm, input, fundraising skills, knowledge, etc.)

MASTF requests a yearly \$15 Donation to help pay for community outreach, renewal of website license, legal necessities, etc. Please contribute if you can. NO ONE WILL BE REFUSED MEMBERSHIP IN MASTF BECAUSE OF INABILITY TO PROVIDE A FINANCIAL CONTRIBUTION.

Signature _____

Date _____

Please mail your completed MASTF membership application/renewal to:

**MASTF
C/O SCMTD
370 Encinal Street, Suite 100
Santa Cruz, CA 95060**

Or bring to:

**MASTF Meetings
The third Thursday of the month
2:00 - 4:00 PM
NIAC Building Training Center Room
333 Front Street
Santa Cruz, CA**

DRAFT



MASTF Affiliate Organization Membership and Yearly Membership Renewal Form

Organization Name _____

Contact Person _____

Address _____

Phone _____

Email Address _____

Representative at MASTF meetings _____

Email address _____

This organization is an:

Advocacy group Service Provider Other _____

What population do you serve? _____

Do your members/clients often ride METRO Fixed Route or ParaCruz service?

Fixed route ParaCruz Variable Seldom ride either

What are your organization's particular Senior/Disabled Transit Interests?

DRAFT

Would your organization be interested in sharing website links with MASTF?
If so, whom should we contact? _____

Preferred method for receiving monthly MASTF packets. Paper packets are expensive. Please choose email if at all possible.

_____ Email _____ Paper Packet _____ Large Print Packet

MASTF requests a yearly \$15 donation to help pay for community outreach, renewal of website license, legal necessities, etc. Please contribute if you can. A contribution is not required for organizations to receive an email packet. However, a contribution will be required in order for organizations to receive a paper packet.

Representatives from your organization are always welcome at MASTF. Only the representative listed above will be able to make and second motions and vote on your behalf in MASTF meetings. Normal MASTF attendance regulations will apply to voting. If you would like additional people to be able to represent you at MASTF meetings, they must fill out individual membership applications.

Signature _____

Date _____

Please mail your completed MASTF Affiliate Organization membership application/renewal and any individual membership applications/renewals to:

MASTF
C/O SCMTD
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Or bring to:

MASTF Meetings
The third Thursday of the month
2:00 - 4:00 PM
NIAC Building Training Center Room

DRAFT

333 Front Street
Santa Cruz, CA



METRO ACCESSIBLE SERVICES TRANSIT FORUM

Certificate of Appreciation

TO:

Lesley Wright

For long-time service to MASTF,
training new operators and helping
to bring people and MASTF together.

April 15, 2004

Sharon L. Barbour

Sharon L. Barbour, Chair

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MARCH 2004, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period April 1 – 30, 2004.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$23,805,100 or \$90,337 over the amount of revenue expected to be received during the first nine months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$21,676,842, are at 67.6% of the revised budget.
- A total of \$5,215,369 has been expended through March 31st 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 March 31, 2004. The fiscal year is 75.0% elapsed.

A. Operating Revenues

Revenues are \$90,337 over the amount projected to be received for the period. Passenger revenue is \$247,884 over budget projections due to the fare increase and new contracts with UCSC and Cabrillo College. Sales tax revenue is \$176,200 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 \$21,676,842 or 67.6% of the revised budget, with 75.0% 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 \$5,215,369 has been expended on the Capital Improvement Program. The largest expenditure was for the purchase of buses in the amount of \$4,503,702.

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 March 2004, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - MARCH 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	\$ 310,302	\$ 327,950	\$ 2,741,624	\$ 2,273,773	\$ 2,845,863	\$ 104,239	
Paratransit Fares	\$ 23,660	\$ 21,242	\$ 204,504	\$ 142,614	\$ 188,891	\$ (15,613)	
Special Transit Fares	\$ 160,539	\$ 185,983	\$ 1,315,986	\$ 1,334,987	\$ 1,490,125	\$ 174,139	
Highway 17 Revenue	\$ 57,656	\$ 62,565	\$ 518,167	\$ 605,016	\$ 503,286	\$ (14,881)	
<i>Subtotal Passenger Rev</i>	\$ 552,157	\$ 597,740	\$ 4,780,281	\$ 4,356,390	\$ 5,028,165	\$ 247,884	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	
Advertising Income - Dist	\$ -	\$ -	\$ -	\$ 15,134	\$ 17,509	\$ 17,509	See Note 2
Commissions	\$ 767	\$ 623	\$ 6,900	\$ 7,181	\$ 5,551	\$ (1,349)	
Rent Income	\$ 13,382	\$ 13,403	\$ 113,386	\$ 114,492	\$ 114,157	\$ 771	
Interest - General Fund	\$ 24,677	\$ 22,486	\$ 219,042	\$ 327,414	\$ 212,188	\$ (6,854)	See Note 3
Non-Transportation Rev	\$ 175	\$ 268	\$ 1,575	\$ 14,433	\$ 10,151	\$ 8,576	See Note 4
Sales Tax Income	\$ 1,222,203	\$ 1,066,483	\$ 11,697,007	\$ 11,702,765	\$ 11,520,807	\$ (176,200)	See Note 5
TDA Funds	\$ 1,329,989	\$ 1,329,989	\$ 4,026,434	\$ 3,881,172	\$ 4,026,433	\$ (0)	
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	\$ 3,143,350	\$ 3,030,992	\$ 23,714,763	\$ 21,785,616	\$ 23,805,100	\$ 90,337	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - MARCH 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	\$ 423,268	\$ 603,920	66.9%	
Finance	\$ 522,456	\$ 523,672	\$ 348,129	\$ 366,094	69.9%	
Customer Service	\$ 519,934	\$ 515,069	\$ 443,699	\$ 335,484	65.1%	
Human Resources	\$ 327,189	\$ 334,866	\$ 213,049	\$ 282,315	84.3%	See Note 6
Information Technology	\$ 413,963	\$ 427,948	\$ 282,313	\$ 311,372	72.8%	
District Counsel	\$ 358,878	\$ 349,527	\$ 225,871	\$ 218,887	62.6%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,029,512	\$ 1,033,569	\$ 678,406	\$ 732,071	70.8%	
Paratransit Program	\$ 229,377	\$ 229,922	\$ 134,910	\$ 151,026	65.7%	
Operations	\$ 1,908,172	\$ 1,906,819	\$ 1,286,154	\$ 1,351,233	70.9%	
Bus Operators	\$ 12,044,316	\$ 11,828,193	\$ 8,564,591	\$ 8,853,582	74.9%	
Fleet Maintenance	\$ 4,120,660	\$ 4,018,658	\$ 2,562,108	\$ 2,614,866	65.1%	
Retired Employees/COBRA	\$ 833,989	\$ 856,780	\$ 505,704	\$ 558,502	65.2%	
Total Personnel	\$ 23,199,828	\$ 22,928,131	\$ 15,668,202	\$ 16,379,351	71.4%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 585,535	\$ 585,662	\$ 375,117	\$ 392,669	67.0%	
Finance	\$ 950,128	\$ 941,801	\$ 474,424	\$ 647,313	68.7%	
Customer Service	\$ 114,080	\$ 86,580	\$ 80,366	\$ 60,209	69.5%	
Human Resources	\$ 59,322	\$ 59,379	\$ 18,361	\$ 24,245	40.8%	
Information Technology	\$ 103,670	\$ 97,727	\$ 44,810	\$ 49,610	50.8%	
District Counsel	\$ 21,735	\$ 21,777	\$ 7,431	\$ 10,067	46.2%	
Risk Management	\$ 206,350	\$ 206,350	\$ 140,126	\$ 55,591	26.9%	
Facilities Maintenance	\$ 476,840	\$ 476,840	\$ 270,075	\$ 303,118	63.6%	
Paratransit Program	\$ 3,506,306	\$ 3,178,703	\$ 1,914,278	\$ 1,677,113	52.8%	See Note 7
Operations	\$ 534,490	\$ 584,534	\$ 305,446	\$ 305,261	52.2%	
Bus Operators	\$ 7,400	\$ 7,400	\$ 2,772	\$ 2,736	37.0%	
Fleet Maintenance	\$ 2,953,059	\$ 2,878,859	\$ 1,832,193	\$ 1,769,559	61.5%	
Op Prog/SCCIC	\$ 1,257	\$ 1,257	\$ 117	\$ -	0.0%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Non-Personnel	\$ 9,520,172	\$ 9,126,869	\$ 5,465,517	\$ 5,297,491	58.0%	
Subtotal Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 21,133,720	\$ 21,676,842	67.6%	
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	\$ 21,133,720	\$ 21,676,842	67.6%	
YTD Operating Revenue Over YTD Expense				\$ 2,128,258		

**CONSOLIDATED OPERATING EXPENSE
MARCH 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	\$ 4,258,766	\$ 4,379,862	75.0%	
Operators Overtime	\$ 927,591	\$ 1,227,591	\$ 823,621	\$ 968,091	78.9%	See Note 8
Other Salaries & Wages	\$ 6,390,190	\$ 6,163,922	\$ 3,887,545	\$ 4,032,977	65.4%	
Other Overtime	\$ 139,709	\$ 244,709	\$ 182,447	\$ 201,079	82.2%	See Note 9
	\$ 13,820,683	\$ 13,478,577	\$ 9,152,378	\$ 9,582,009	71.1%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 148,453	\$ 148,453	\$ 96,726	\$ 106,145	71.5%	
PERS Retirement	\$ 1,164,898	\$ 1,150,821	\$ 632,353	\$ 758,300	65.9%	
Medical Insurance	\$ 2,667,738	\$ 2,735,219	\$ 1,652,547	\$ 1,883,977	68.9%	
Dental Plan	\$ 455,704	\$ 465,509	\$ 305,185	\$ 283,688	60.9%	
Vision Insurance	\$ 123,307	\$ 123,307	\$ 89,000	\$ 86,189	69.9%	
Life Insurance	\$ 60,472	\$ 60,472	\$ 39,641	\$ 38,971	64.4%	
State Disability Ins	\$ 196,085	\$ 196,085	\$ 81,590	\$ 111,168	56.7%	
Long Term Disability Ins	\$ 221,054	\$ 221,054	\$ 266,372	\$ 157,459	71.2%	
Unemployment Insurance	\$ 46,893	\$ 46,893	\$ 28,144	\$ 59,099	126.0%	See Note 10
Workers Comp	\$ 1,666,634	\$ 1,673,634	\$ 1,335,919	\$ 1,462,096	87.4%	See Note 11
Absence w/ Pay	\$ 2,596,775	\$ 2,596,776	\$ 1,975,192	\$ 1,832,499	70.6%	
Other Fringe Benefits	\$ 31,131	\$ 31,331	\$ 13,154	\$ 17,750	56.7%	
	\$ 9,379,144	\$ 9,449,553	\$ 6,515,824	\$ 6,797,342	71.9%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 299,484	\$ 291,484	\$ 187,240	\$ 181,765	62.4%	
Prof/Legis/Legal Services	\$ 490,180	\$ 482,680	\$ 284,930	\$ 228,589	47.4%	
Custodial Services	\$ 89,000	\$ 89,000	\$ 51,402	\$ 60,238	67.7%	
Uniforms & Laundry	\$ 40,500	\$ 40,239	\$ 22,639	\$ 23,632	58.7%	
Security Services	\$ 346,188	\$ 392,188	\$ 192,184	\$ 189,691	48.4%	
Outside Repair - Bldgs/Eqmt	\$ 188,686	\$ 188,686	\$ 107,240	\$ 107,888	57.2%	
Outside Repair - Vehicles	\$ 271,570	\$ 270,570	\$ 173,234	\$ 206,435	76.3%	See Note 12
Waste Disp/Ads/Other	\$ 109,845	\$ 100,845	\$ 36,250	\$ 58,720	58.2%	
	\$ 1,835,453	\$ 1,855,692	\$ 1,055,120	\$ 1,056,959	57.0%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,289,256	\$ 2,961,653	\$ 1,773,741	\$ 1,572,423	53.1%	See Note 7
	\$ 3,289,356	\$ 2,961,753	\$ 1,773,741	\$ 1,572,423	53.1%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,486,549	\$ 1,486,549	\$ 827,823	\$ 897,587	60.4%	
Tires & Tubes	\$ 131,000	\$ 121,000	\$ 90,602	\$ 110,360	91.2%	See Note 13
Other Mobile Supplies	\$ 6,500	\$ 6,500	\$ 3,660	\$ 2,740	42.2%	
Parts Credit	\$ -	\$ -	\$ -	\$ (78,586)	0.0%	See Note 14
Revenue Vehicle Parts	\$ 515,000	\$ 444,400	\$ 383,495	\$ 300,121	67.5%	
	\$ 2,139,049	\$ 2,058,449	\$ 1,305,580	\$ 1,232,222	59.9%	

**CONSOLIDATED OPERATING EXPENSE
MARCH 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	\$ 15,330	\$ 11,832	50.0%
Printing	\$ 73,275	\$ 72,980	\$ 45,218	\$ 33,393	45.8%
Office/Computer Supplies	\$ 64,250	\$ 63,610	\$ 35,219	\$ 32,965	51.8%
Safety Supplies	\$ 19,825	\$ 18,325	\$ 7,668	\$ 10,123	55.2%
Cleaning Supplies	\$ 66,100	\$ 61,100	\$ 34,903	\$ 28,471	46.6%
Repair/Maint Supplies	\$ 65,000	\$ 64,900	\$ 34,112	\$ 43,179	66.5%
Parts, Non-Inventory	\$ 50,000	\$ 48,300	\$ 34,540	\$ 21,596	44.7%
Tools/Tool Allowance	\$ 9,600	\$ 9,600	\$ 4,380	\$ 3,848	40.1%
Promo/Photo Supplies	\$ 14,400	\$ 12,825	\$ 1,575	\$ 2,416	18.8%
	\$ 384,817	\$ 375,307	\$ 212,944	\$ 187,824	50.0%
UTILITIES	\$ 323,677	\$ 333,177	\$ 220,316	\$ 222,921	66.9%
CASUALTY & LIABILITY					
Insurance - Prop/PL & PD	\$ 641,500	\$ 641,500	\$ 285,275	\$ 460,857	71.8%
Settlement Costs	\$ 100,000	\$ 100,000	\$ 78,017	\$ 34,942	34.9%
Repairs to Prop	\$ -	\$ -	\$ (15,135)	\$ (16,352)	0.0%
Prof/Other Services	\$ -	\$ -	\$ 36	\$ -	0.0%
	\$ 741,500	\$ 741,500	\$ 348,191	\$ 479,447	64.7%
TAXES	\$ 49,433	\$ 49,048	\$ 30,329	\$ 30,928	63.1%
MISC EXPENSES					
Dues & Subscriptions	\$ 51,970	\$ 52,265	\$ 48,799	\$ 32,336	61.9%
Media Advertising	\$ 3,000	\$ 1,500	\$ 129	\$ 40	2.7%
Employee Incentive Program	\$ 10,381	\$ 10,642	\$ 6,360	\$ 7,013	65.9%
Training	\$ 28,775	\$ 26,775	\$ 10,645	\$ 8,515	31.8%
Travel	\$ 35,941	\$ 35,941	\$ 12,364	\$ 18,380	51.1%
Other Misc Expenses	\$ 18,314	\$ 18,314	\$ 7,701	\$ 11,405	62.3%
	\$ 148,381	\$ 145,437	\$ 85,996	\$ 77,688	53.4%
OTHER EXPENSES					
Leases & Rentals	\$ 608,506	\$ 606,506	\$ 433,301	\$ 437,080	72.1%
	\$ 608,506	\$ 606,506	\$ 433,301	\$ 437,080	72.1%
Total Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 21,133,720	\$ 21,676,842	67.6%

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

CAPITAL PROJECTS	Program Budget	Expended in March	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 9,306,548	\$ 138,124	\$ 596,072
Urban Bus Replacement	\$ 6,018,365		\$ 4,503,702
Metro Center Renovation Project	\$ 108,891	\$ 1,425	\$ 8,212
Spare Parts for New Buses (carryover)	\$ 97,550		\$ 39,272
Talking Bus (carryover)	\$ 9,000	\$ 7,020	\$ 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	\$ 10,525	\$ 10,525
Paratransit Program	\$ 15,000		\$ -
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	\$ 157,094	\$ 5,215,369
<u>CAPITAL FUNDING SOURCES</u>			
	Budget	Received in March	YTD Received
Federal Capital Grants	\$ 8,309,278		\$ 577,678
State/Local Capital Grants	\$ 4,844,713		\$ 3,747,300
STA Funding	\$ 821,414		\$ 410,707
District Reserves	\$ 2,260,249	\$ 157,094	\$ 479,684
TOTAL CAPITAL FUNDING	\$ 16,235,654	\$ 157,094	\$ 5,215,369

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

1. Passenger fares (farebox and pass sales) are \$104,239 or 3.8% over the revised budget amount for the year to date. Paratransit fares are \$15,613 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 \$174,139 or 13.2% over the budgeted amount. UCSC contract revenue is \$188,820 over budget. Employer bus pass program revenue is \$4,242 over budget. Highway 17 Express revenue is \$14,881 or 3% under the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first nine months of the fiscal year by a net \$247,884 or 5.2%.
2. Advertising income shows revenue of \$17,509 due to a final payment from OBIE Media that was not budgeted.
3. Interest income is \$6,854 under budget due to continued low interest rates. The interest rate for March fell to 1.22%.
4. Non-transportation revenue is \$8,576 over budget primarily due to a credit for past life insurance policies.
5. Sales tax income is under budget by \$176,200 for the first nine months of the fiscal year. Originally, the State reported that the District's receipts for the October-December sales period were down 2.4% from the same period one year ago. However, notice of an adjustment in the amount of \$45,700 was just received and added to our April advance payment, bringing the decrease to 1.3%. If the payment had been included in the March wrap-up payment, sales tax would be under budget by \$130,500 for the first nine months.
6. Human Resources personnel expense is at 84.3% of the budget due to settlement of a workers' compensation claim.
7. Paratransit program expense is only at 52.8% of the budget because the March billing was not submitted by the contractor by the report deadline.
8. Overtime expense for Bus Operators is at 78.9% 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 within budget.
9. Overtime expense for non-operators is at 82.2% of the budget due to shift coverage for Transit Supervisors on leave. Total Operations payroll is within budget.
10. State unemployment insurance is at 126.0% 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 \$12,206 over budget for the year to date.
11. Workers' Compensation expense is at 87.4% of the budget due to the high number of claims paid out this fiscal year.

12. Outside repair of vehicles is at 76.3% of the budget due to a \$20,000 repair bill for one vehicle in November.
13. Tires and tubes expense is at 91.2% of the budget due to higher tire costs than anticipated. A budget transfer will be required for this account.
14. A \$78,586 parts credit from Orion has been established against which certain bus parts will be expensed.

FY 03-04 BUDGET TRANSFERS
4/1/04-4/30/04

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 04-018			
TRANSFER FROM:	503352-2200	Out Repair - Equip	\$ (5,000)
	504315-2200	Safety Supplies	\$ (1,500)
	505031-2200	Telecommunications	\$ (500)
	512061-2200	Equipment Rental	\$ (2,000)
	504317-2200	Cleaning Supplies	\$ (5,000)
	503031-2200	Prof/Tech & Fees	\$ (1,000)
			<u>\$ (15,000)</u>
TRANSFER TO:	503351-2200	Out Repair - Blds & Impr	\$ 5,000
	505011-2200	Gas & Electric	\$ 5,000
	505021-2200	Water, Sewer & Garbage	\$ 5,000
			<u>\$ 15,000</u>

REASON: To cover expected expenditures in the Facilities Maint. Department for the remainder of FY 03-04.

TRANSFER # 04-019			
TRANSFER FROM:	504311-1400	Office Supplies	\$ (300)
TRANSFER TO:	504217-1400	Photo Supply/Processing	\$ 300

REASON: To cover account overruns in the Human Resources Department for the remainder of FY 03-04.

TRANSFER # 04-020			
TRANSFER FROM:	501011-3300	Bus Operator Pay	\$ (300,000)
TRANSFER TO:	501013-3300	Bus Operator Overtime	\$ 300,000
REASON:	To cover Bus Operator overtime in the Operations Department for the remainder of FY 03-04.		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 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 February 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 April 30, 2004

III. DISCUSSION

Operating Statistics for February 2004

	This Feb	Last Feb	% Change	FYTD	Last FYTD	% Change
Cost	\$184,168.35	\$203,808.43	-9.64 %	\$1,576,923.40	\$1,773,661.10	-11.09 %
Revenue	\$20,226*	\$15,472	+30.73 %	\$178,497*	\$138,280	+29.08 %
Subsidy	\$163,942.35	\$188,336.43	-12.95 %	\$1,398,426.40	\$1,635,381.10	-14.49 %
Rides performed	6787	7969	-14.83 %	60,564	71,018	-14.72 %
Cost/ Ride	\$27.14	\$25.58	6.1 %	\$26.04	\$24.97	+4.25 %
Productivity	1.97 rides per hour	1.89 rides per hour		2.05 rides per hour	1.99 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	FYTD
Rides	7,887	7,402	8,157	8,709	7,471	7,168	6,983	6,787	60,564
late pick ups (more than 20 minutes)	452	379	537	878	498	388	297	324	3753
% late	5.73%	5.12%	6.58%	10.08%	6.67	5.41%	4.25%	4.77%	6.20%
Picked up too early (more than 10 minutes)	252	271	327	164	134	132	92	75	1,447
Total rides not "on time"	704	650	864	1,042	632	520	389	399	5,200
% "on time"	91.1%	91.2%	89.4%	88.0%	91.5%	92.7%	94.4%	94.1%	91.4%
missed trips	2	5	5	9	0	2	3	3	29
Excessively late scheduled (more than 60 minutes)	14	4	15	38	9	12	8	3	103
Excessively late will call (more than 100 minutes)	4	3	11	14	5	1	3	4	45
total violation w/ \$50 penalty	20	12	31	61	14	15	14	10	177
Total violation w/\$100 penalty	0	0	0	0	0	9	0	9	18
Liquidated damages	\$1,000	\$600	\$1,500	\$3,050	\$700	\$1,650	\$700	\$1,400	\$10,650

Eligibility Certification/ Recertification

The initial recertification process is nearing completion. There are no eligibility appeals pending.

During the month of April 2004 , there were 135 new applicants for ParaCruz service. This is the greatest monthly total of new applicants since the end of the paper application process. It consistent with the number of applications received during the month of April 2000, 2001 and 2002 and reflects a 64% increase when compared to April 2003.

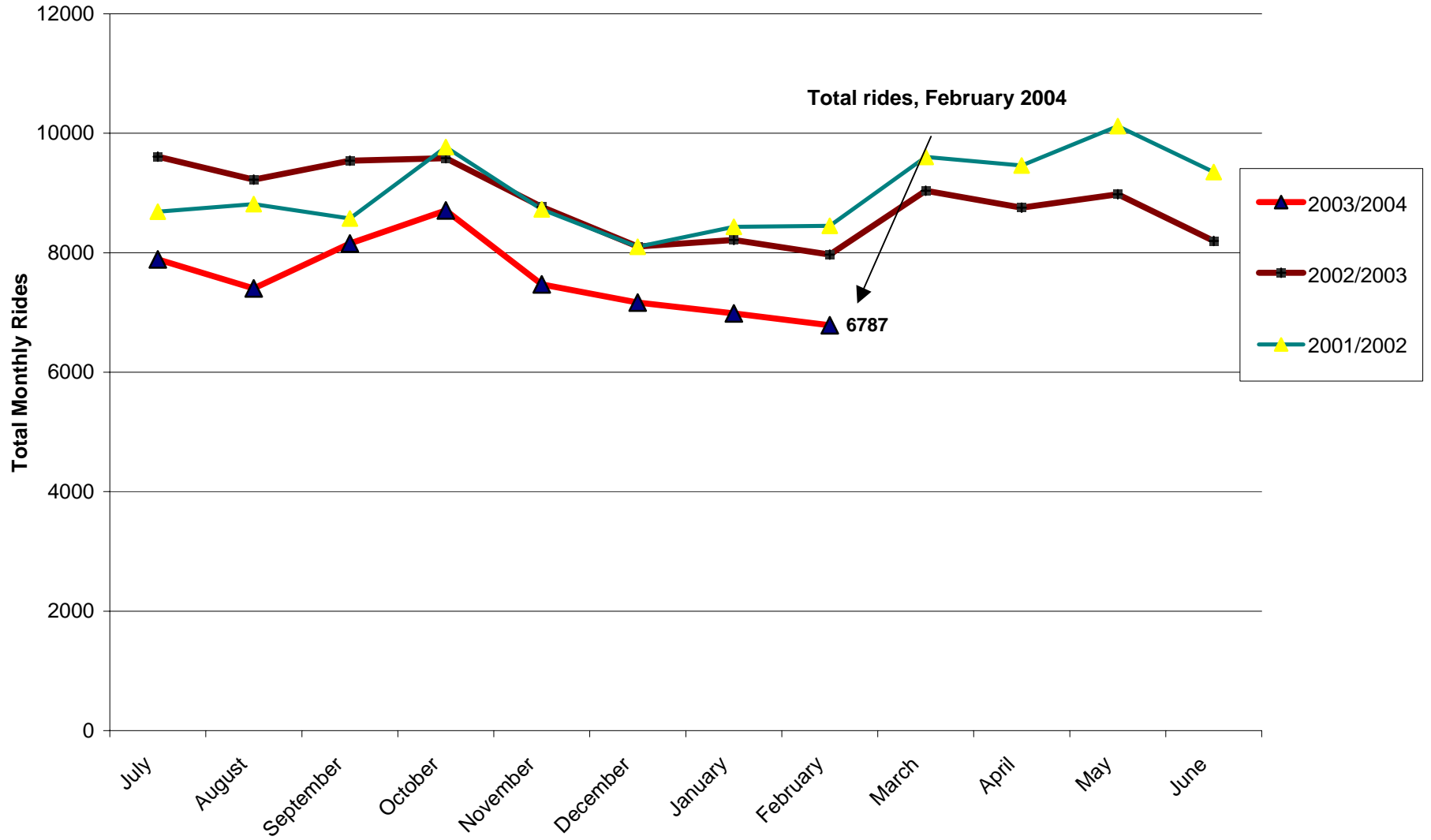
IV. FINANCIAL CONSIDERATIONS

none

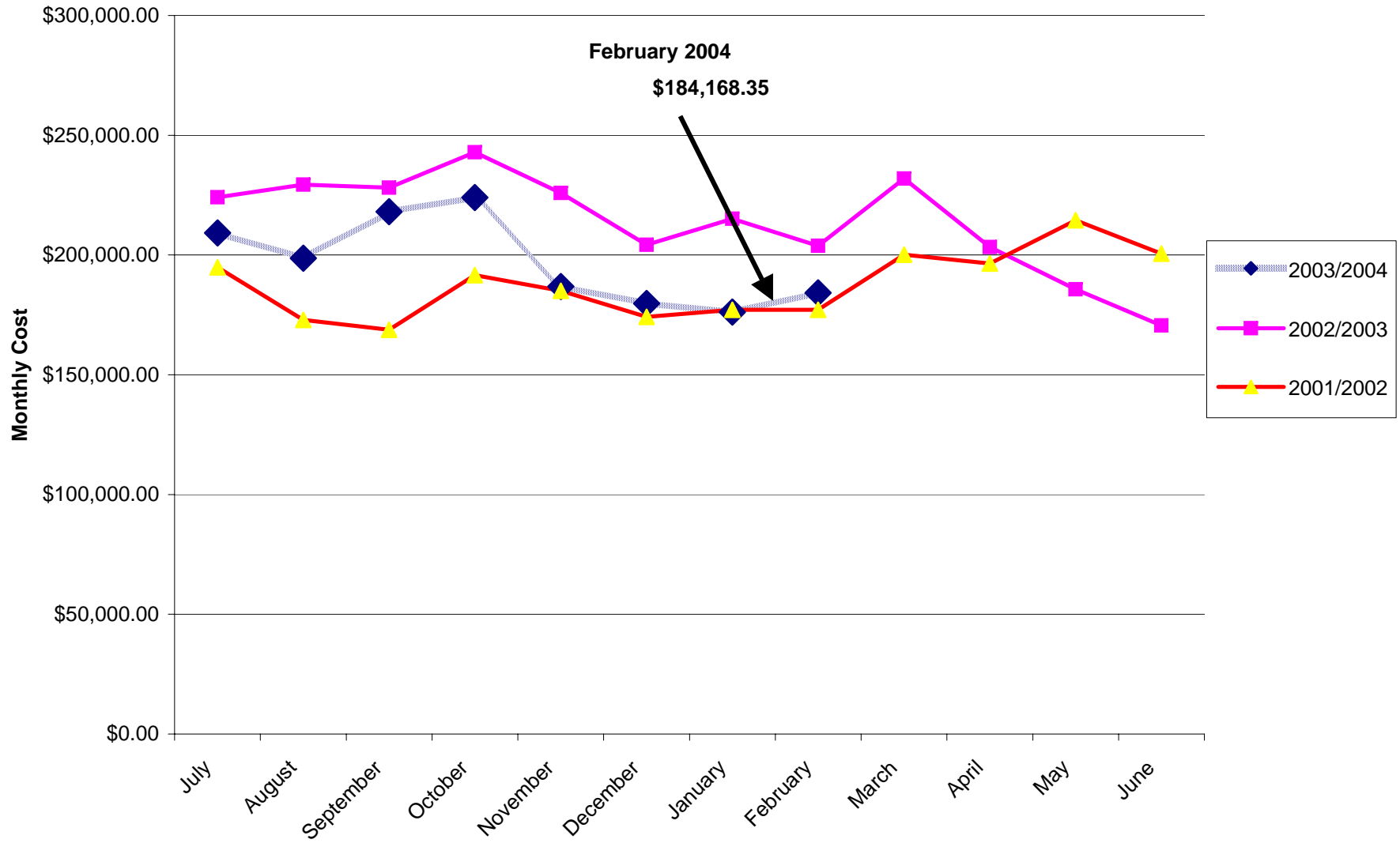
V. ATTACHMENTS

- 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

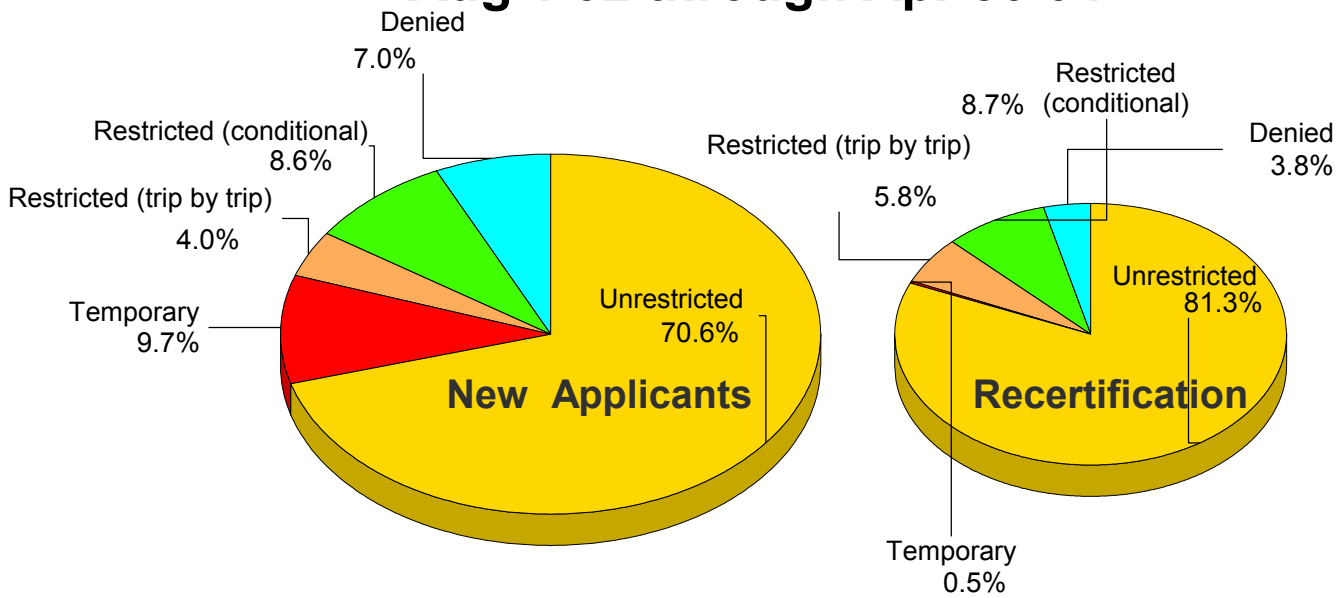
METRO ParaCruz Rides by Month



METRO ParaCruz Cost By Month



METRO ParaCruz Eligibility Determinations - Aug 1 02 through Apr 30 04



New Applicants

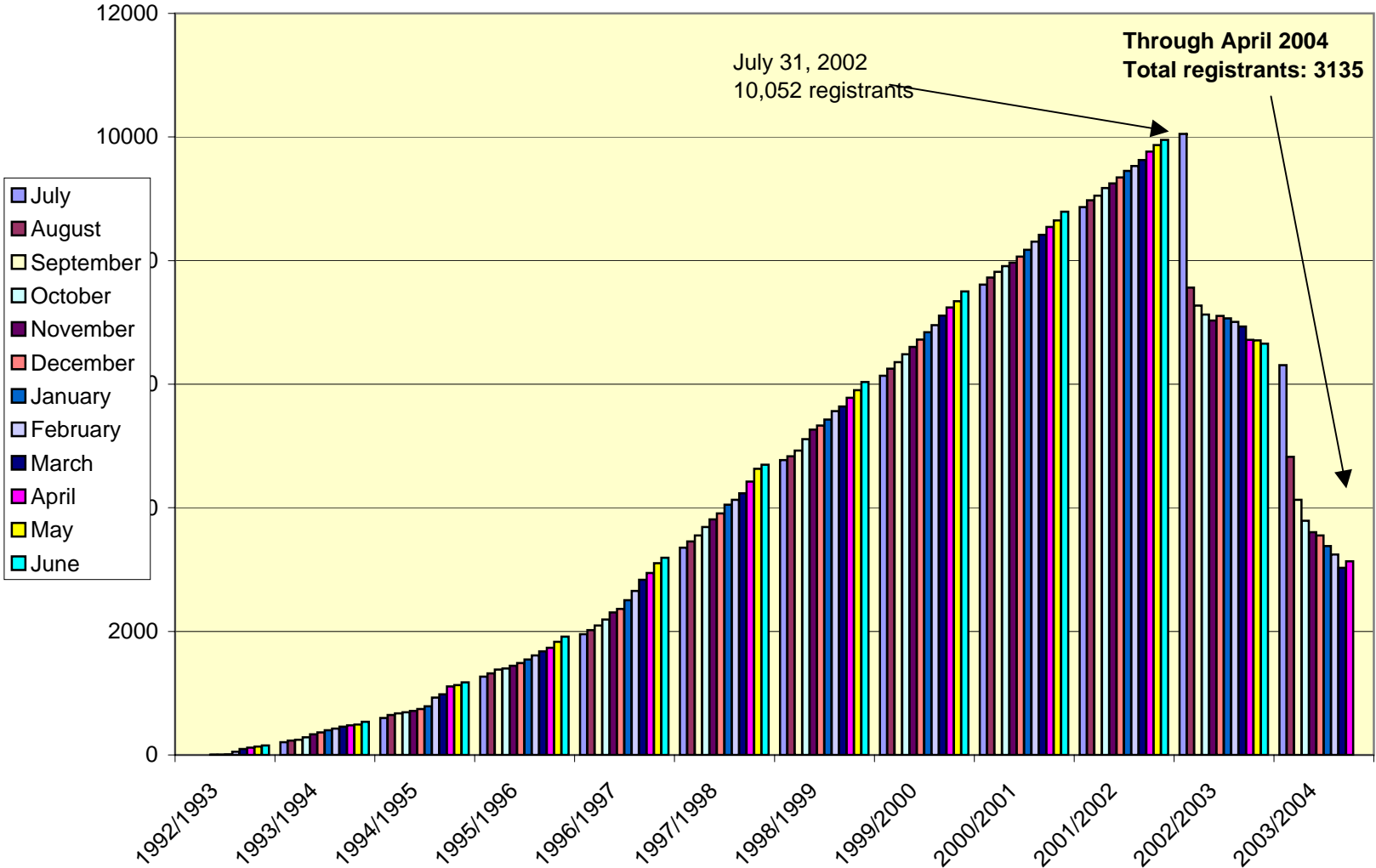
Unrestricted	1413
Temporary	194
Restricted (trip by trip)	81
Restricted (conditional)	173
Denied	140
Group Total:	<u>2001</u>

Recertification

Unrestricted	1180
Temporary	7
Restricted (trip by trip)	84
Restricted (conditional)	126
Denied	55
Group Total:	<u>1452</u>

Grand Total: 3453

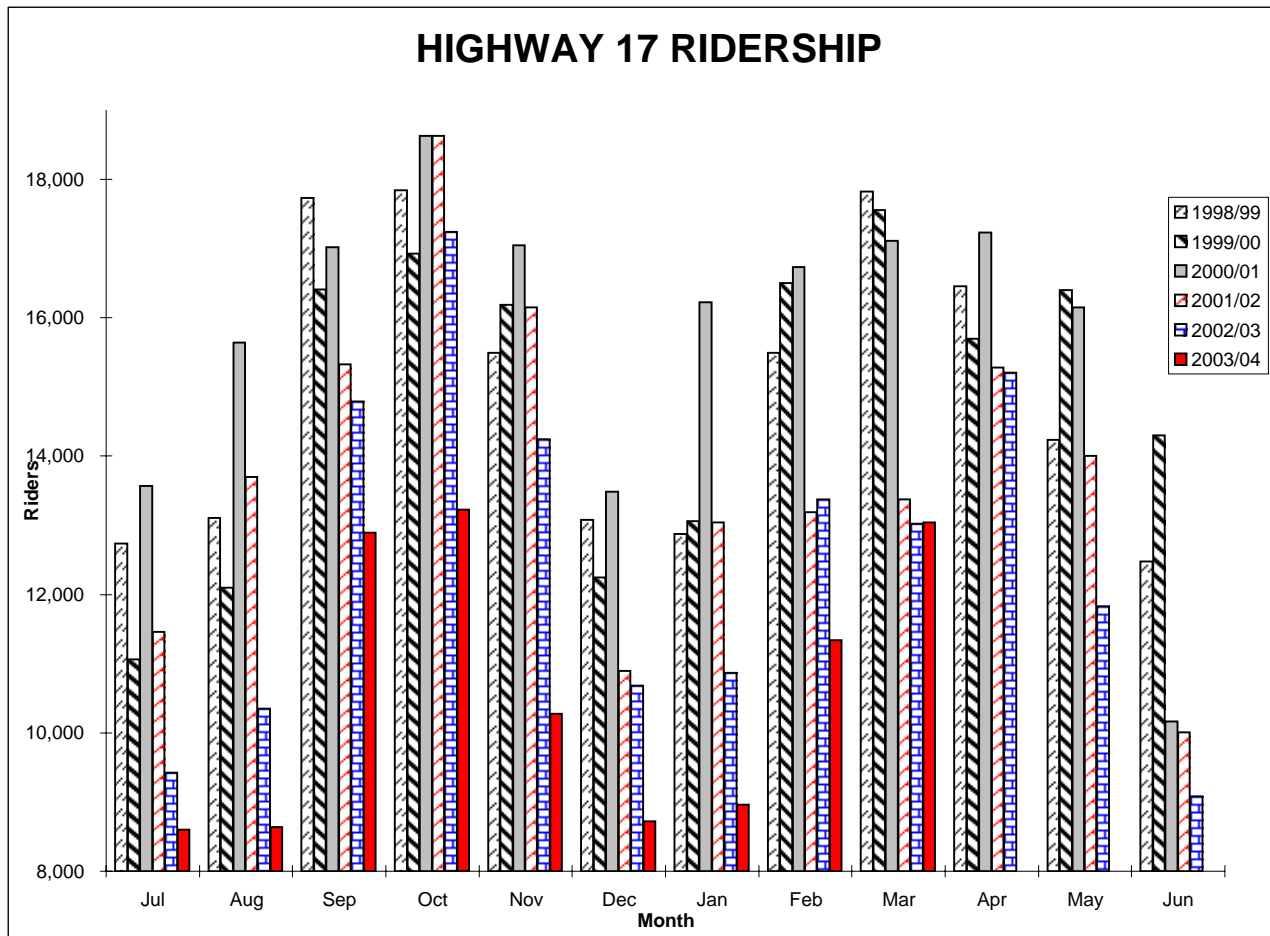
METRO ParaCruz Registrants



Growth by Month Since Inception

HIGHWAY 17 - MARCH 2004

	March			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 89,224	\$ 100,449	(11.2%)	\$ 740,948	\$ 908,825	(18.5%)
Farebox	\$ 32,908	\$ 30,591	7.6%	\$ 246,874	\$ 274,609	(10.1%)
Operating Deficit	\$ 53,319	\$ 67,396	(20.9%)	\$ 479,586	\$ 603,689	(20.6%)
Santa Clara Subsidy	\$ 26,659	\$ 33,698	(20.9%)	\$ 239,793	\$ 301,844	(20.6%)
METRO Subsidy	\$ 26,659	\$ 33,698	(20.9%)	\$ 239,793	\$ 301,844	(20.6%)
San Jose State Subsidy	\$ 2,997	\$ 2,462	21.8%	\$ 14,487	\$ 30,528	(52.5%)
STATISTICS						
Passengers	13,046	13,022	0.2%	95,705	114,005	(16.1%)
Revenue Miles	31,639	34,201	(7.5%)	262,740	309,436	(15.1%)
Revenue Hours	1,289	1,361	(5.3%)	10,706	12,312	(13.0%)
PRODUCTIVITY						
Cost/Passenger	\$ 6.84	\$ 7.71	(11.3%)	\$ 7.74	\$ 7.97	(2.9%)
Revenue/Passenger	\$ 2.52	\$ 2.35	7.4%	\$ 2.58	\$ 2.41	7.1%
Subsidy/Passenger	\$ 4.32	\$ 5.36	(19.5%)	\$ 5.16	\$ 5.56	(7.2%)
Passengers/Mile	0.41	0.38	8.3%	0.36	0.37	(1.1%)
Passengers/Hour	10.12	9.57	5.8%	8.94	9.26	(3.5%)
Recovery Ratio	36.9%	30.5%	21.1%	33.3%	30.2%	10.3%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 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 March 2004 increased by 25.8% versus March 2003. Year to date student billable trips have increased by 11.7%.
- Faculty / staff trips for March 2004 increased by 34.3% versus March 2003. Year to date faculty / staff billable trips have increased by 24.2%.
- Revenue received from UCSC for March 2004 was \$171,580.95 versus \$121,547.62 for March 2003 an increase of 41.2%.

	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	20,368	180,782	25.8%	34.3%
Last Year	15,171	143,653		

All days are now billable.

III. DISCUSSION

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

- Student billable trips for the month of March 2004 were 180,782 vs. 143,653 for March 2003 an increase of 25.8%.
- Faculty / staff billable trips for the month of March 2004 were 20,368 vs. 15,171 for March 2003 an increase of 34.3%.
- Year to date Student billable trips increased by 11.7% and faculty / staff billable trips increased by 24.2%.
- Revenue for March 2004 was \$171,580.95 versus \$121,547.62 for March 2003.

IV. FINANCIAL CONSIDERATIONS

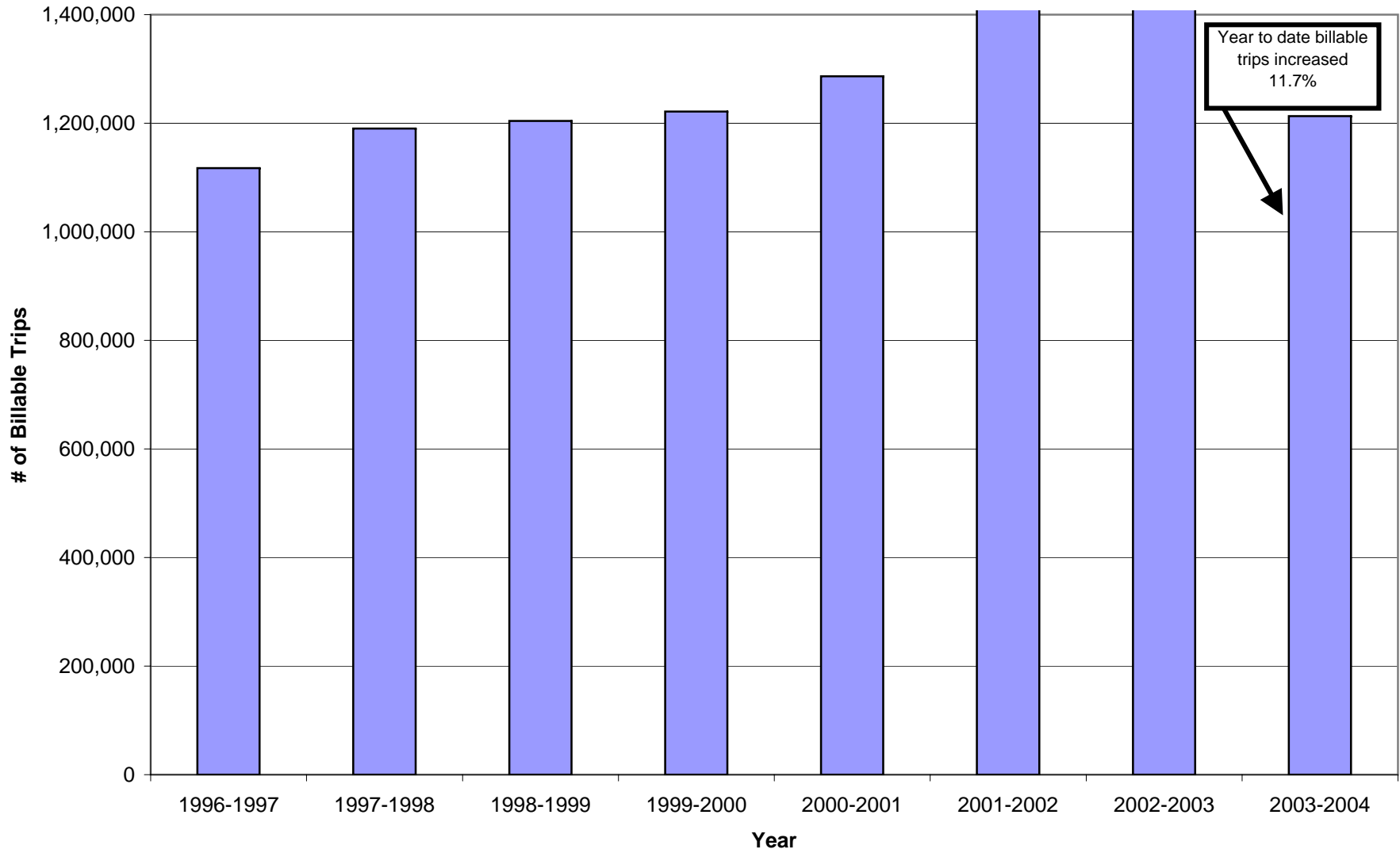
NONE

V. ATTACHMENTS

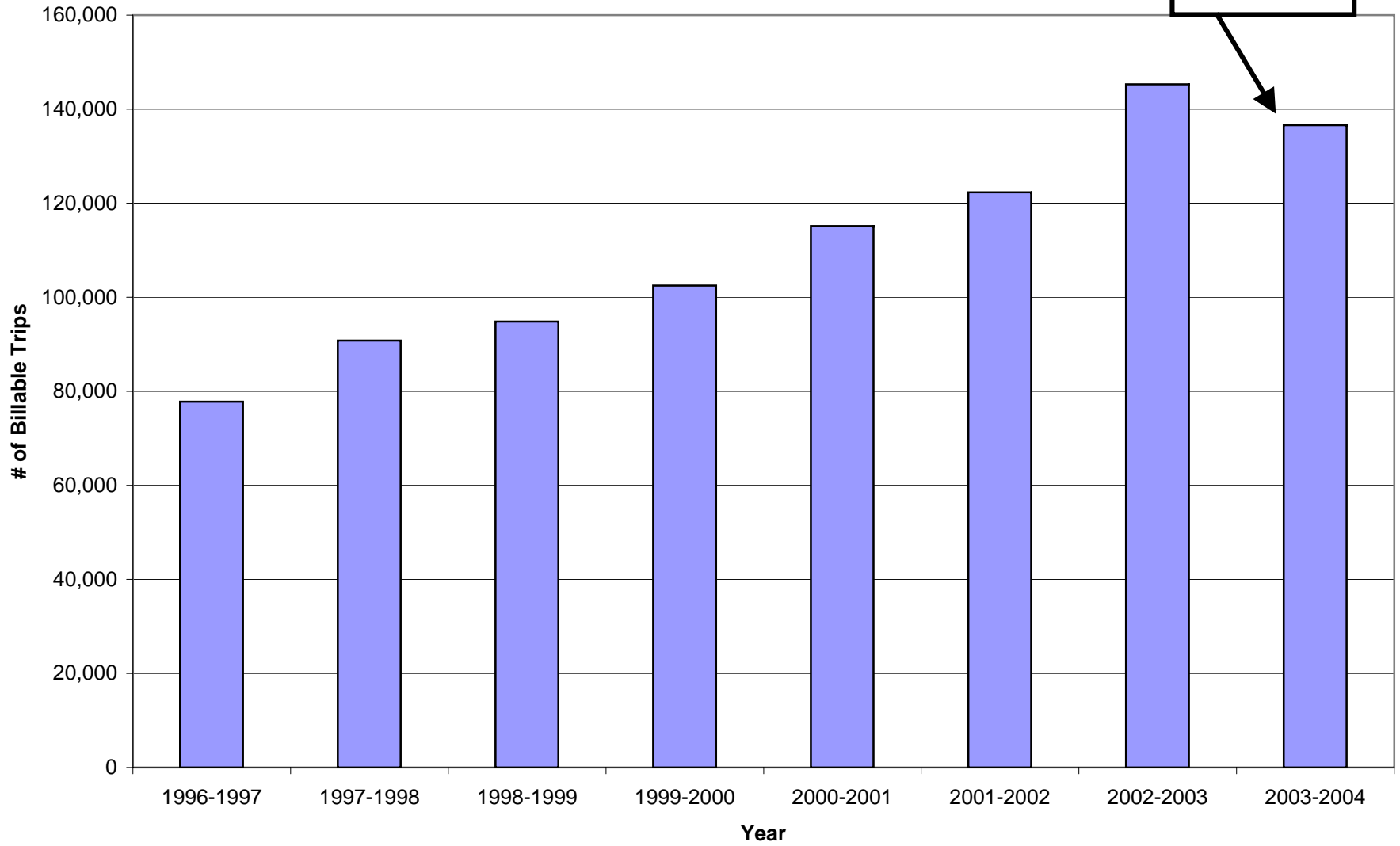
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



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

MINUTES

**Thursday,
April 1, 2004
9:00 a.m.**

**Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA 95060**

1. Roll Call

Members Present:	Jan Beautz	Dennis Norton
	Richard De La Paz	Ellen Pirie
	Mike Keogh	Emily Reilly
	Scott Kennedy	Pat Spence
	Randy Johnson	Mark Stone)
	Mardi Wormhoudt	
	Edenilson Quintanilla (Alt)	
	Gregg Albright (ex officio)	
Staff Present	Linda Wilshusen	Pat Dellin
	Kim Shultz	Sean Co
	Karena Pushnik	Rachel Moriconi
	Gini Pineda	Luis Mendez
	Tegan Speiser	

2. Oral Communications

3. Additions or Deletions to Consent and Regular Agendas

Executive Director Linda Wilshusen referred to replacement pages distributed to the Commissioners.

Commissioner Pirie asked that Item 9 be pulled from the Consent Agenda. Chair Beautz designated the Item as 31.1.

CONSENT AGENDA (Wormhoudt/Reilly)

4. Approved Minutes of March 4, 2004 Regular SCCRTC Meeting
5. Approved Minutes of March 4, 2004 Evening SCCRTC Meeting
6. Approved Minutes of March 18, 2004 Transportation Policy Workshop Meeting

POLICY

No Consent Items

PROJECTS and PLANNING

7. Approved Staff Recommendations Regarding Draft Request for Proposals for Development of the Environmental Impact Report (EIR) for the 2005 Regional Transportation Plan and the Metropolitan Transportation Plan

COMMISSION BUDGET and EXPENDITURES

8. Approved Budget and Administration / Personnel Committee and Staff Recommendations Regarding Amendment to the FY 03-04 Budget (Resolution 31-04)
9. Approve Staff Recommendations Regarding Amendment to Contract with Public Affairs Management Regarding Visual Simulations for the Recreational Rail Environmental Impact Report - Moved to Regular Agenda as Item 31.1

ADMINISTRATION

10. Approved Elderly and Disabled Transportation Advisory Committee and Staff Recommendations Regarding Appointment to the Elderly and Disabled Transportation Advisory Committee
11. Approved Bicycle Committee and Staff Recommendations Regarding Appointments to the Bicycle Committee
12. Accepted the Annual Transportation Monitoring Report (enclosed separately)

COMMITTEE MINUTES

13. Accepted Draft Minutes of the Expenditure Plan Subcommittee Meeting of March 1, 2004
14. Accepted Draft Minutes of the Interagency Technical Advisory Committee Meeting of March 18, 2004
15. Accepted Draft Minutes of the Budget and Administration / Personnel Committee Meeting of March 17, 2004
16. Accepted Draft Minutes of the Elderly and Disabled Transportation Advisory Committee Meeting of March 16, 2004

17. Accepted Draft Minutes of the Bicycle Committee Meeting of March 8, 2004

INFORMATION/OTHER

18. Accepted Monthly Meeting Schedule
19. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. UCSC Marine Sciences Campus Coastal Long Range Development Plan
20. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues - No Letters
21. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
22. Accepted Handouts from Previous Regional Transportation Commission Meeting
23. Accepted Information Items
 - a. Updated SCCRTC Committee Rosters
 - b. Letter from Santa Cruz City Mayor Scott Kennedy Providing Update on Broadway-Brommer Bike Path Project
 - c. Notice from AMBAG Regarding Publication of the *2003 State of the Region Report for Monterey, San Benito and Santa Cruz Counties*
 - d. Memo from Capitol Corridor Joint Powers Authority Regarding Principles of Agreement for Transfer of AMTRAK Connector Service to SCMTD
 - e. Letter from AMBAG Regarding Clean Air Month
 - f. February 2004 Newsletter from the California Association of Councils of Government (CALCOG)
 - g. Information from the Metropolitan Transportation Commission Regarding the Regional Transportation Plan for the San Francisco Bay Area and Regional Measure 2 Projects

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

No Items

REGULAR AGENDA

- 24. Commissioner Reports - None
- 25. Director's Report

Executive Director Linda Wilshusen said she wanted to highlight the 2003 Transportation Monitoring Report and thanked Senior Planner Kim Schultz and Planning Technician Lyle Broschat for their work. Ms. Wilshusen announced that the next Budget and Administration/Personnel Committee meeting would be held on Thursday, April 22, 2004.

- 26. Caltrans Report

Gregg Albright, Caltrans District 5, said that the Caltrans Report was correct as written.

Mr. Albright said that he was working with Governor Schwarzenegger on the California Performance review and big changes were expected in the way the Department conducted business. He said that the intent is to create a more responsive organization, reducing barriers between departments and raising performance measurements standards. He said that transportation construction will be tied to land use decisions and that Caltrans is being encouraged to become more "nimble" and "entrepreneur-ish" in its project delivery. He said that design/build and design/sequencing were being discussed by an expert panel and were on the top of the list of delivery tools.

Commissioner Beutz commented that not everyone agreed that "smart growth" was a good approach to land use decisions and asked if there needed to be a change in the law to implement Caltrans' new role.

Mr. Albright said that all ideas requiring structural change or legislation are in the discussion stages and that legislation won't be pursued until the Fall.

Commissioner Beutz asked that information provided by Caltrans be given to the Commissioners and noted that she would like to be able to make comments on the Department's policies.

Mr. Albright said he would like to wait for the March 26th summary statement to become available to go over with the Commission. Executive Director Wilshusen said she would include an item on a future RTC meeting agenda.

Commissioner Kennedy requested that an operating definition of the term "smart growth" be included in the packet since it appeared that many people had differing opinions about what the term meant.

27. Status Report on Highway 1 Projects

Executive Director Linda Wilshusen gave the staff report noting that Nolte Associates, Inc. was focusing on the public information meetings scheduled for Monday, April 26th at the Seacliff Inn, 7500 Old Dominion Road and Thursday, April 29th at the Simpkins Family Swim Center, 979 17th Avenue, Santa Cruz. Ms. Wilshusen reported that the Board of Directors for the Highway Construction Authority (HCA) had approved a revised Draft Request for Proposals to secure consultant services to staff the HCA. She said that the Expenditure Plan Subcommittee will present a draft Expenditure Plan to the Commission for review at the April Transportation Policy Workshop.

Commissioner Reilly moved to accept the staff recommendations to plan to attend at least one of the Public Information Meetings to be held on Monday, April 26th, and Thursday, April 29th; and, receive a Status Report from staff on other activities related to the Highway 1 Project.

Commissioner Pirie seconded and the motion passed unanimously.

28. Concurrence for AB 3090 Reimbursement for the El Rancho Drive Project - State Transportation Improvement Program (STIP) Amendment and Loan Application

Senior Planner Rachel Moriconi explained that FEMA had stated that the County had to build the El Rancho Drive Project this year or risk losing federal funding. Since the \$600,000 in State Transportation Improvement Program (STIP) funds programmed by the Commission for this project have not been allocated by the state, due to the state budget crisis, the County has been working on an agreement with Caltrans for a low interest (1%) loan using an AB3090 reimbursement to repay the loan. In order to fulfill state requirements for approval of an AB3090 reimbursement for the El Rancho Drive project, the SCCRTC must explicitly find the project to be the region's highest priority among projects programmed for fiscal year 2006-07 STIP funds, amend the Regional Transportation Improvement Program (RTIP) and ask the California Transportation Commission (CTC) for approval.

Ms. Moriconi said that County Counsel had reviewed the loan agreement. The RTC must also agree to act as co-applicant

for the loan.

John Presleigh, County Public Works, emphasized that the El Rancho Drive project was a critical part of stabilizing Highway 17 which is severely undermined and said that the County is working with Caltrans in a joint venture. He said that Caltrans is contributing \$750,000, FEMA is committed to \$2 million and that the County would contribute \$600,000 in STIP funds and \$400,000 in County funds. The Caltrans loan would provide the missing \$600,000 needed to proceed with the project.

In answer to a question posed by Bill Comfort, Mr. Presleigh said that the interest on the loan will come out of local match funds.

Commissioners discussed the concept of highest priority STIP projects in different programming years and highest priority non-STIP projects.

Commissioner Johnson said the project was way overdue and moved to accept the staff recommendations:

1. Stating the El Rancho Drive project is the region's highest priority for reimbursement among projects programmed for STIP funds in fiscal year 2006/07.
2. Amending the 2002 *Regional Transportation Improvement Program* to include an AB3090 Reimbursement for the El Rancho Drive Storm Damage Repair Project in fiscal year 2006/07 to complete the County of Santa Cruz's loan repayment in a timely manner.
3. Authorizing the joint filing of the County's loan application for the Caltrans Transportation Finance Bank Revolving Loan Program and agree to provide collateral in the form of a pledge of County STIP shares if the County defaults on the loan.

Commissioner Norton seconded and asked for an update on the Amesti Road project.

Mr. Presleigh explained that FEMA has not given approval for the project so there is no funding available at this time.

The motion (Resolution 32-04) passed unanimously.

- 31.1 Approve Staff Recommendations Regarding Amendment to Contract with Public Affairs Management Regarding Visual Simulations for the Recreational Rail Environmental Impact Report - Formerly Item 9 - Taken Out of Order

Commissioners discussed the visual simulation proposal and whether the expenditure was justified. It was noted that the simulation required more than simply scaling a rail car and dropping it into a computerized rendition of the rail line, but that an example of a station also had to be designed. It was agreed that it was more important to see the rail cars pictured along the rail corridor and not in a storage area, preferably in a constrained area, in order to address concerns of residents in close proximity to the track. It was noted that people should be included in the simulation to give a sense of proportion and scale.

Commissioners discussed whether auditory impacts should be considered part of the aesthetics of the project and Executive Director Wilshusen said that noise would be reviewed in its own separate category. Commissioner Spence asked that auditory impacts be looked into.

Public comment was heard.

Neal McElwee said that sufficient noise analysis would not be possible without an actual train demonstration.

Kem Akol agreed it would be better to allocate enough money to bring a train so as to make intelligent decisions.

Commissioner Wormhoudt moved to accept the staff recommendations. Commissioner Norton seconded.

Commissioners discussed the cost of an actual train car demonstration and whether Union Pacific would give permission to run a train along the section of track intended for the project.

Commissioner Norton made a friendly amendment for the visual simulation to consist of two locations and at last three views of each location. Commissioner Wormhoudt accepted the amendment.

Director Wilshusen noted that the contractors might not be willing to modify their proposal and Caltrans Director Gregg Albright said that the contractor's proposal presented a reasonable cost and that requiring them to produce more angles for the same bid price would probably result in less sophisticated work.

Commissioner Spence suggested bringing the rail cars currently stored in Gilroy for a demonstration but it was noted that the engines had been removed from them and they would not be able to run.

Robert Jones pleaded with the Commission to interact with stakeholders in selecting locations.

Commissioners agreed the train cars should be viewed from a public place and not from a private property but would direct staff to work with stakeholders in selecting the locations.

Commissioner Pirie recommended two locations and suggested a live demonstration in the fall.

Commissioner Norton invited all interested parties to walk the entire length of the corridor with him in two weeks.

The vote was taken and the motion was defeated with Commissioners Quintanilla, Wormhoudt, Norton, Reilly and Stone voting in favor of it and Commissioners Keogh, De La Paz, Johnson, Pirie, Beautz, Kennedy and Spence voting "no".

29. 10:00 a.m. Public Hearing on the 2004 Regional Transportation Improvement Program (RTIP) Including Transportation Enhancements Funding Program

Senior Planner Rachel Moriconi reported that State Transportation Improvement Program (STIP) funding is severely constrained due to the state budget crisis but noted \$1.8 million in Transportation Enhancements (TE) funding is available for programming and referred to the list of recommendations to receive Transportation Enhancement funds. Ms. Moriconi explained how original staff recommendations for certain projects were modified due to input from the Bicycle Committee and the Elderly and Disabled Transportation Advisory Committee.

Commissioner Wormhoudt asked what was planned at the intersection of Soquel Avenue and Capitola Road as part of the Soquel Avenue Bike Lanes project. She noted that the free right turn was unsafe for cyclists going straight on Soquel Avenue but expressed concern that the design could mean the loss of a very significant stand of redwood trees.

City of Santa Cruz Public Works Director Mark Dettle said the design had not been finalized and assured Commissioners that the City would work with the County in developing it.

Executive Director Wilshusen suggested placing a condition of approval on the project that the City would coordinate with the County on the design of the intersection.

Commissioners discussed the impact of the bike lanes on parking and Commissioner Spence asked about the affect on the Metro bus stops and if pullouts would be added, noting that busses stopping on the roadways could back up traffic.

Mr. Dettle said the City will work with the Transit District on the project and Director Wilshusen said that the Metro often does not want pullouts because they make re-entering traffic difficult.

Commissioner Reilly commented that the Soquel Avenue Bike Lanes Project had been studied by a task force and was the result of a long process.

Director Wilshusen asked that Mr. Dettle bring information on the project to a future Transportation Policy Workshop meeting since there was so much interest in the project. Commissioner Reilly referred to the traffic light proposed for the crossing on East Cliff at Hiawatha asking where traffic would be stopped in relation to the pedestrian crossing and signal button and how pedestrians would know that traffic had been stopped since the traffic would have to be stopped around a curve and out of the view of pedestrians.

Mr. Dettle said the design had not been finalized and agreed that it would be a unique design due to the unusual configuration of the road.

Commissioner Johnson objected to the sidewalk and bike lane project for Scotts Valley being reduced to \$120,000 in order to shift some money to the Coastal Rail Trail Project and said that the money allotted to the trail was infinitesimal compared to the total cost of the project, whereas funding the full amount to the Scotts Valley project would allow it to be finished.

Commissioner Spence said that the Watsonville Wetlands improvement project was more than just a bike/pedestrian path and very valuable to the community. She cited an educational program, replanting the sloughs with native vegetation and forming an educational center at Ramsey Park as valuable components of the improvement project.

Referring to State Transportation Improvement Program funds, Senior Planner Moriconi said that because the California Transportation Commission (CTC) had over-programmed funds to other regions in the 2002 STIP and \$2.5 billion in loans to the General Fund from the State Highway Account have not been repaid, the CTC intends to only program \$148,000 of the

County's \$10.8 million share of STIP funds to new STIP projects in the 2004 STIP. Ms. Moriconi said that staff recommends programming \$8.4 million of the County share anyway with \$7.8 million going to the MetroBase project and the remainder to Project Planning, Programming and Monitoring (PPM) and the Freeway Service Patrol in the latter years of the RTIP. She said that the CTC wants the regions to reshuffle projects to match projected funds statewide and to let them know when projects are ready to go forward. Ms. Moriconi presented the recommended 2004 Regional Transportation Improvement Program proposal showing programming and shifting funds based on project readiness and a backup plan using GARVEE bonds and AB3090 reimbursements to meet annual targets. She also showed a third spreadsheet based on strict application of the CTC programming target which would necessarily eliminate funding for the MetroBase and delay most projects in the region. She added that this worst case scenario would not be presented to the CTC as an option in the RTIP but that it was presented for information only to the SCCRTC.

Commissioner Reilly expressed concern about eliminating the MetroBase project in any scenario.

The floor was opened for the Public Hearing.

Kem Akol said he did not recommend funding the Wilder Ranch Bikeway project with Transportation Enhancement funds because it is not the best location for a bike path.

Dave Wright encouraged purchasing the rail corridor using Proposition 116 funds and read quotes from Senator Bruce McPherson, John Laird and Sam Farr supporting the acquisition.

Wes Scott, UCSC Transportation Director, noted that their application was not recommended for Transportation Enhancement funding and said that it was important to mitigate water pollution and that this was a good opportunity to take advantage of funding for this type of project.

Andrew Horne said that the \$10 million set aside for the rail line acquisition should be shifted so as to safeguard the MetroBase project.

Neal McElwee asked why the draft RTIP shows funding for the Don't Drive 1 in 5 campaign when months ago there was opposition to the campaign and that Commissioner Norton's plan to walk along the railroad tracks was illegal.

Robert Jones said he was amazed at the staff recommendations for Transportation Enhancement funding, saying that there was too much money targeted for bicycle programs. He said he objected to AB3090 reimbursements because borrowing from the future was not fiscally responsible. He also took issue with Commissioner Norton's plan to walk the tracks and asked the Commission to condemn the recent acts of vandalism along the right-of-way.

Lee Otter, California Coastal Commission, said that regarding the Wilder Ranch Bikeway, the Coastal Commission endorses the project if it is in accordance with alignment principles of the Monterey Bay Sanctuary Scenic Trail which include proximity to the sea and, when and where feasible, minimizing proximity to motor traffic for both safety and aesthetic reasons. He applauded including language about coordinating with rail trail planning in the staff recommendations and said that the Coastal Commission would like to add a more explicit description of what "coordinating" recommendations would be. Mr. Otter said the Coastal Commission expects the bikeway project to:

1. Avoid redundant parallel bikeways;
2. Insure conformance with with the County's Local Coastal Programming (LCP) public access element;
3. Harmonize with the State Park general plan process;
4. Maximize, to the extent feasible, alignment principles of the Monterey Bay Scenic Sanctuary Trail, including the principle of proximity to the sea.

Mr. Otter said he wanted these four goals added to the record as part of the Coastal Commission's continued support for the bike path project.

Debbie Bulger said that the Soquel Avenue bike lanes project has gone through extensive planning and multiple hearings and agrees that the intersection at Soquel and Capitola Road is very problematic and dangerous for bike and pedestrians because of traffic coming from behind, but doesn't want to hold up the rest of the project while details for the intersection are worked out. She said that the Hiawatha crossing is a legal, unmarked crosswalk that people from all over the county use.

Les White expressed concern about including the worst case scenario in the staff report and that the only project eliminated is the MetroBase. He said that there were already busses not in service which were costing the community money for lease costs, additional staff to move busses, and extra maintenance costs for fixing buses in sand

and gravel lots.

Mr. White said that even if this scenario were not submitted to the CTC, it sends a message that it still was an option

Commissioners discussed whether it was appropriate to have this option presented publicly. Director Wilshusen said the reason this last option was included is because the MetroBase was not included in the 2002 STIP and was added in because the previous funding had lapsed. Senior Planner Moriconi said if the California Transportation Commission rejects options 1 and 2 which include MetroBase, any further recommendation will come back to the Commission for consideration. She reiterated that the last spreadsheet was not part of the staff recommendation or resolution and was just an FYI.

Commissioner Wormhoudt asked Public Works Director John Presleigh about the alignment of the Wilder Ranch Bike Path. Mr. Presleigh said the path is not planned as parallel to Highway 1 and that his department is working with the Coastal Commission and State Parks.

Bill Comfort said that AB3090 reimbursements should be reviewed because making a project the number one priority could impact the Metro's funding.

Ms. Moriconi said that if the CTC approved AB3090 reimbursements and GARVEE bonding in concept, staff would return to the Commission with specifics. She clarified that one project could be designated as the "number one priority" per fiscal year.

Commissioners discussed the recommendations for the Transportation Enhancements funds. It was noted that shifts from original staff recommendations were made in response to the Commission's advisory committees.

Commissioner Kennedy made a motion to reduce funding for the Hiawatha/East Cliff pedestrian crossing to \$100,000, to reduce the Coastal trail project to \$345,000 and to fund \$200,000 for the Scotts Valley.

Commissioner Pirie seconded.

Commissioner Wormhoudt objected to the proportionality of the staff recommendations, saying that it was not fair to reduce funding for the County's project. Ms. Wormhoudt amended the motion to add \$100,000 to the County's Wilder Ranch Bikeway project, reduce the Watsonville Wetlands project to \$345,000 as recommended by the Interagency Technical Advisory Committee, and take \$45,000 from one of the City of Santa Cruz projects, to be determined by the

City.

Commissioner Stone seconded.

Commissioners continued to discuss ways to shift funds.

Commissioner Kennedy withdrew his motion, nullifying the motion to amend it.

Commissioner Wormhoudt motioned to accept the Interagency Technical Advisory Committee recommendations. Commissioner Stone seconded.

Commissioner Pirie moved to amend the motion to increase the funding for the Watsonville Wetlands project to \$400,000 and to reduce the funding for the Coastal Rail Trail to \$345,000. Commissioner Beautz seconded.

Commissioner Wormhoudt took the amendment into the motion.

Commissioner Beautz reviewed the funding amounts and it was noted that the City of Capitola would receive \$140,000.

The motion passed with Commissioner Norton voting "no".

Commissioner Norton clarified that the motion only pertained to the TE programs.

Commissioner Wormhoudt said it was her understanding that the motion was conditioned on the prior assertions that the specific design of the Capitola/Soquel Avenue intersection will not hold up the Soquel Avenue Bike Lanes project and that the intersection design would be a cooperative effort of the County and the City of Santa Cruz.

Commissioner Wormhoudt moved to approve the remaining staff recommendations to adopt the 2004 RTIP and

- a. Program the region's unprogrammed County Share of State Transportation Improvement Program (STIP) funds to the Santa Cruz Metropolitan Transit District's MetroBase project and ongoing Commission programs;
- b. Forward to the California Transportation Commission the Commission's First and Second Choices for respreading STIP projects in order to address the statewide STIP funding shortfall; and
- c. Reflect the most current scope, funding, and timing information for other projects listed in *Regional Transportation Improvement Program* (RTIP).

Commission Alternate Quintanilla seconded.

Commissioner Keogh amended the motion to move funding the Metro operating facility to FY07-08 under the second scenario and to discuss AB 3090 funding for either rail/trail or the bus facility at future meetings.

Commissioner De La Paz seconded and the amendment passed unanimously.

A vote was taken on the main motion including an agreement to eliminate Attachment 5 from the staff report. The motion (Resolution 33-04) passed unanimously.

30. 10:30 am Public Hearing on the Draft Financial Projections and Project Lists for the 2005 Regional Transportation Plan

Senior Planner Rachel Moriconi gave the staff report and said that the updates to the 2005 Regional Transportation Plan needed to be reviewed and approved so that AMBAG could proceed with the air quality analysis on the plan.

Commissioners discussed some details regarding the Don't Drive 1-5 campaign.

The Public Hearing was held.

Ed Silveira, who lives in the Morrissey neighborhood, cited examples supporting the need for soundwalls on Highway 1 and asked that they be treated as a separate project from the Highway 1/17 Merge Lanes Project so that it can move forward more quickly.

Commissioner Beautz asked that Gregg Albright, Caltrans District 5, meet with Mr. Silveira separately to discuss the issue as it was not on the current agenda.

Commissioner Beautz discussed the fact that each of the projects included in the plan had not been individually approved and asked that changes made to the previous RTP be highlighted or indicated more clearly on the spreadsheets rather than having to pull out old documents for comparisons.

Director Wilshusen explained that a region wide database is used to produce the spreadsheet and it is more complicated than it looks.

Commissioner Wormhoudt moved to approve the staff recommendations to:

1. Review the attached staff recommended Draft Project Lists for the 2005 Regional Transportation Plan (RTP);
2. Include revenues from the proposed sales tax measure in the Financial Element of the RTP and include the Highway 1 Widening/HOV Lanes project and other transportation projects from the Preliminary Draft Expenditure Plan in the Constrained "Within Projected Funds" list, subject to change once the Expenditure Plan is finalized;
3. Review the draft RTP Financial Element; and,
4. Hold a public hearing and approve the draft list for inclusion in the *Draft 2005 Regional Transportation Plan*,

with the condition that the additional funding for Phase 2 of the Don't Drive 1 in 5 campaign return to the Budget and Administration/Personnel Committee to discuss other ways the money could be spent.

Commissioner De La Paz seconded and the motion passed unanimously.

31. Paratransit Coordination Task Force

Senior Planner Karena Pushnik gave the staff report reviewing the directive from the Commission to develop a proposal for a Paratransit Task Force and Work Plan. Ms. Pushnik described the stakeholder survey, goals and issues resulting from that input and a Work Plan schedule.

Chair Beautz asked for public comment.

Clay Kempf, Seniors Council thanked the Commission for taking on the issue saying that the emphasis should be on meeting needs in times of shrinking resources.

Link Spooner, Community Bridges, thanked the Commission and supported the staff recommendations.

Commissioner Spence commented on the Draft Work Plan and suggested that legal mandates and regulations be addressed up front in order to know what the limitations are so as not to devise a plan that does not comply with regulations. Ms. Spence said the task force needs to identify customers and clients, the current funding available and what funding is projected in the future, in addition to the funding source for any recommendations for expanded services. She recommended reducing the Task Force to 18 members by eliminating positions for the Auditor Controller, the Human Resources Agency, a nursing facility representative, a taxi company representative, and a representative from the medical community. She said there should be more

representation from paratransit riders rather than from agencies benefiting from the service. Ms. Spence suggested

having the Task Force report back to the Commission in January because of the holidays and reduced meeting schedules and noted that the SCMTD staff would find it difficult to fulfill requests for additional research and noted that the request for the Task Force to rely on existing information and data has already been generated.

Commissioner Reilly supported Commissioner Spence's recommendations especially regarding determining legal issues at the outset and moved to approve the staff recommendations to:

1. Approve the proposed Draft Paratransit Coordination Task Force composition (Attachment 4) and Work Plan;
2. Direct staff to solicit applications for the three positions and alternates appointed by the RTC;
3. Direct staff to invite the other entities proposed to be represented on the Task Force or making appointments, to notify the RTC of their appointment by April 23;
4. Appoint Mardi Wormhoudt to the Task Force and to serve as its Chair;
5. Return to the May RTC meeting with nominees and further recommendations on the Task Force schedule and process

Commissioner Norton seconded.

Commissioner Beautz noted that there is no limit on how many paratransit users can assume a seat on the Task Force as representatives of the various agencies. She also supported retaining the Auditor-Controller and a representative from HSA on the Task Force. Ms. Beautz noted that there is room for two Commissioners who are not on the Metro board to serve on the Task Force and asked that Commissioners let her know if they are interested in the remaining Task Force seat.

The vote was taken and the motion passed unanimously.

The meeting adjourned into Closed Session at 12:50 p.m.

CLOSED SESSION

32. Conference with Real Property Negotiator for Lease of SCCRTC Offices

Property: 1523 Pacific Avenue

Agency Negotiator: Linda Wilshusen and Pat Dellin

Negotiation Parties: SCCRTC, Louis Rittenhouse

Under Negotiation: All terms

33. 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

34. Next Meetings/Adjournment

The next Transportation Policy Workshop is scheduled for Thursday, April 15, 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, May 6, 2004 at 9:00 a.m. at the Capitola City Council Chambers, 420 Capitola Ave., Capitola, CA 95010.

Respectfully submitted,

Gini Pineda, Secretary

ATTENDEES

<u>Name</u>	<u>Representing</u>
John Presleigh	County DPW
Neil McElwee	
Charles Sanchez	Caltrans
Les White	SC Metro
Jeff North	UTU
Robert Jones	SCCARRED
Andrew Horne	SCCARRED
Donna Ziel	
Michael and Janet Singer	Citizens Engineering
Todd Muck	AMBAG
Sandra Coley	PVMTA
Clay Kempf	Seniors Council
Chris Flescher	
Wes Scott	UCSC
Teresa Buika	UCSC
Maria Esther Carranza	City of Watsonville
Debbie Bulger	Mission Pedestrians
Lee Otter	California Coastal Commission
Bill Comfort	
Mark Dettle	City of Santa Cruz
Luke Lehman	
Ed Silveira	
Link Spooner	CTSA

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REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, April 15, 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.)

Member Absent: Ellen Pirie

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

1. Introductions

Introductions were made.

2. Oral Communications

Senior Planner Karena Pushnik announced that nominations for the Paratransit Task Force were due April 22nd.

3. Additions/Deletions to the Agenda

Deputy Director Pat Dellin announced that the Closed Session was cancelled. She said that an add-on to Item 8 had been distributed to Commissioners and that an Emergency Item was presented to the Commission for discussion. Commissioner Kennedy moved to add the Emergency Item as Item 7.1 to the agenda. Commissioner De La Paz seconded and the motion passed unanimously.

Commissioner Beautz asked that Item 6 be taken off the Consent Agenda and Chair Johnson designated it as Item 8.1 on the Regular Agenda.

CONSENT AGENDA (Quintanilla/Beautz)

4. Accepted Minutes of March 18, 2004 TPW Meeting

Commissioner Wormhoudt abstained.

5. Accepted Information on Proposition 116 Local Election Results
6. Accept Information on Santa Cruz County Branch Rail Line Acquisition – Acquisition Services Contract, Revised Capital Budget and Timeline – Moved to Regular Agenda as Item 8.1

REGULAR AGENDA

7. Accept Status Report Regarding Highway 1 Projects

Deputy Director Pat Dellin said that announcements for the public meetings for the Project Approval/Environmental Document (PA/ED) had been mailed to over 12,000 residents. She said that the initial public meeting will be held on Monday, April 26th, beginning at 6:00 PM at the Seacliff Inn located at 7500 Old Dominion Court in Aptos and that the second public meeting will be held on Thursday, April 29th, beginning at 6:00 PM in the Live Oak Community Room at the Simpkins Family Swim Center located at 979 17th Avenue in Santa Cruz.

Ms. Dellin said that the county released a Request for Proposals (RFP) to staff the Highway Construction Authority (HCA).

County Public Works Director John Presleigh said that five or six consultants attended the pre-proposal meeting and that the new deadline for proposals to be submitted is May 5th.

Commissioner Wormhoudt said the proposed budget was very general and asked if there will be a more detailed budget to review. She asked what period of time the budget covered.

Deputy Director Dellin said that the budget had been prepared by the County for the period from March 2004 through June 2004. She said that the budget for the next fiscal year will have more detail.

Commissioner Beautz commented that there was no budget from the previous year to use as a base. Commissioner Wormhoudt asked that the new budget show what has been spent, how much is being carried over and what expenses are expected.

7.1 Design-Build Authority for the Highway 1 HOV Lane Widening Project – Emergency Add-On Item

Director Dellin said that after the legislative agenda had been approved, Commission staff learned that Senator Bruce McPherson had introduced SB 1793 to provide the County of Alameda and the Santa Clara Valley Transportation Authority the authority to “demonstrate an alternative and optional procedure for bidding” on highway construction projects. The bill was subsequently amended on April 12, 2004 to extend that authority to the Los Angeles County Metropolitan Transportation Authority and to the Santa Cruz County Regional Transportation Commission for the Highway 1 HOV Lane Widening Project. She said that staff had been advised that the bill is scheduled for committee review on April 20th and that Senator McPherson’s office had asked for a letter of support from the Regional Transportation Commission. Ms. Dellin said that staff proposed an amendment to page 3, line 18 of the bill to add the words “or its designee” referring to the Highway 1 Construction Authority.

Commissioner Beautz suggested replacing “or its designee” with “Highway 1 Construction Authority” since that is the actual name of the Joint Powers Authority designated to administer the project. Director Dellin said she would work with the RTC’s legislative assistant on amending the bill.

Janet Singer referred to page 5, line 15 which describes the Highway 1 project as “extending from Highway 9” and asked if the plan was to include the Highway 1/9 interchange. Director Dellin said it looked as if that option was included, even though the Highway 1 HOV Lane Widening Project begins where the Highway 1/17 Merge Lanes Project ends.

Commissioner Beautz moved to approve the staff recommendations to take a position of support on SB1793 (McPherson), as amended, to provide design-build authority for the construction of the Highway 1 HOV Lane Widening Project, and to forward the bill to the Highway 1 Construction Authority.

Commission Alternate Quintanilla seconded and the motion passed unanimously.

8. Approve Release for Public Comment the Draft Expenditure Plan for a Local Transportation Sales Tax Measure

Deputy Director Pat Dellin reported that the Expenditure Plan Subcommittee developed a proposed list of projects to be included in a local sales tax measure. Ms. Dellin said the financial plan was prepared by the CAO’s office with support from bond counsel.

Ms. Dellin said it was important to focus on what the project categories are and not exactly how they would be stated on the ballot, and on the relative amount of money set aside for each project. She said the Expenditure Plan Subcommittee considered many issues and points of view to develop the list of projects and it was time for it to be released to the public for comment. Director Dellin said a preliminary draft ordinance was included for Commissioners to review, explaining that the ordinance would be part of the voter information packet but that the ballot itself would be limited to 75 words. Ms. Dellin asked

that the Commission review the list of projects, the timeline and the draft ordinance and release the Expenditure Plan with any changes.

Commissioner Johnson asked SCCRTC consultant Eileen Goodwin to comment on the plan.

Eileen Goodwin, Apex Strategies, said that the project choices were supported by poll results and that traditionally a sales tax measure has multiple projects in order to gain the maximum number of votes. She said that polling indicated that the Highway 1 HOV Lane Widening Project could not pass a ballot measure on its own and that the Watsonville Junction, Highway 17 improvements, road repair and enhanced services for the elderly and disabled were high priorities for different segments of the population. She said it was important to be cognizant of the cash flow and make sure that projects can be delivered as promised.

Commissioner Beautz said that funding for local jurisdictions had been increased so that the local jurisdictions could make their own decisions. She said that under the Highway 1 Widening category, money had been targeted for three new bicycle/pedestrian crossings, express busses and park/ride lots. In addition, the current overcrossings would be upgraded.

Commissioner Wormhoudt asked if there would be information on the ballot regarding when funding for specific projects would be available. Ms. Goodwin said that there would not be room on the ballot but that the expenditure plan could include a cash flow analysis appended to it. She cautioned that usually this level of detail is left to the managing agency to allow for flexibility.

Commissioner Wormhoudt said that while she understood the need for flexibility, those who don't care about the highway might want to know when they will get money for projects that they support. She said that it was important to not be disingenuous and that people should know when to expect funding for their projects. Ms. Wormhoudt also questioned whether the amount allocated for non-highway projects was sufficient to attract people who did not have an interest in widening the highway and suggested additional polling that were not "push" polls. She asked if the decision whether the Citizens for Improved Transportation organized a campaign in support of the ballot measure or not would affect the Commission's decision to move forward.

Director Dellin said that that piece of the timeline was for information only and that the Commission could move forward without a campaign or that another group might want to organize a campaign.

Commissioner Beautz said that the signature project has to have enough money allocated to it to ensure its completion and that the \$333 million allocated to the widening had to remain, but that money for other projects could be changed. She said one reason the money for local jurisdictions was so high was so that they could put money towards alternative transportation or transit projects.

Commissioner Keogh asked how the Widening Project polled in the absence of fishhook improvements, saying that the project is dead without these improvements. Ms. Goodwin will look into that scenario.

Commissioner Stone said that most people think the Widening Project and the Merge Lanes Project are a complete package. He also noted the timing of the projects is missing saying it is hard to find out if people will support the tax measure if they do not know when projects will be delivered.

Eileen Goodwin said that timing is a key part of the question and that different delivery options could be presented in the polls.

Commissioners discussed the necessity of being honest with the public by not making promises that could be impossible to fulfill in the event of lower tax revenues than projected, and explored options to juggle projects to provide for optimum delivery for all projects.

Commissioner Reilly raised the issue of not seeing money being directed to the transit district and asked if there was money to be used for bus rapid transit on Soquel Drive during construction.

Commissioner Beautz noted that the purpose of the widening was not to further subsidize the transit district, that the transit district has its own ½ cent sales tax revenue, and that the transit district would be receiving the express busses as part of the proposed Highway 1 HOV Lane Widening Project sales tax measure. She said that bus rapid transit was not being considered and that two lanes of the highway would remain open during construction.

Commissioner Johnson said that local jurisdictions can use their share of the \$108 million allocated to them for transit projects if they wished.

Commissioner Kennedy said that the money allocated to the local jurisdictions was important especially for the less excited jurisdictions. He said that the City of Santa Cruz had unfunded transportation projects, so the bigger the local share the better. Mr. Kennedy said he would be placing a recommendation on the Santa Cruz City Council agenda to endorse the sales tax measure and the Expenditure Plan. He added that the City may want to have a seat on the HCA. He said that his recommendation of support of the sales tax measure was contingent on the RTC proceeding with plans to use Proposition 116 funds to acquire the rail right-of-way.

Gine Johnson said it was important to look at ways to develop both the rail and Highway 1 transportation corridors and to not polarize the community by making them mutually exclusive.

Commissioners discussed cash flow mechanics and the role of the Auditor-Controller.

Micah Posner said the Campaign for Sensible Transportation would oppose the highway widening and mount a campaign against it.

Commissioner Spence asked if there would be park and ride lots and if money designated for paratransit would be subject to an open RFP or simply allotted to the Metro and Community Bridges.

Commissioner Beautz noted the park and ride listed lots as part of the highway component in the Expenditure Plan and said that allocation decisions for other projects would be made on a yearly basis.

Debbie Hale, Transportation Agency for Monterey County, handed out a flier with information on how the rail project is coming along in Monterey County, saying they had received a federal earmark for \$1 million which they matched with Proposition 116 funds. She said they hoped the Pajaro station will be ready when the line is open for service. Ms. Hale said that TAMC is counting on federal money in addition to local revenues from the transportation sales tax and developer fees and that they are working in partnership with the Redevelopment Agency.

Andrew Horne suggested using Santa Cruz County's Proposition 116 funds for the Pajaro Station and using sales tax money to acquire the rail right-of-way.

Commissioners discussed administrative costs and asked for a breakdown. Director Dellin said she would return to the next meeting with more information.

Commissioner Beautz moved to approve the Expenditure Plan Subcommittee and staff recommendations that the Commission review and release for public comment the Program of Projects for a local Transportation Sales Tax Measure and that the Commission review and release for public comment the Draft Ordinance and Expenditure Plan, with the additional directive that staff return to the next possible meeting with information on cash flow, information on the breakdown of administrative costs and information on the contingency/reserve. Commissioner De La Paz seconded and the motion passed unanimously.

8.1 Accept Information on Santa Cruz County Branch Rail Line Acquisition – Acquisition Services Contract, Revised Capital Budget and Timeline – Formerly Item 6

Commissioner Beautz expressed concern about the business plan and timeline and asked what major changes had been made to this timeline and when the business plan will be available. Ms. Beautz said that it was critical to be able to review the business plan carefully over a series of months and asked staff to return to the next meeting with more specific information.

Commissioner Keogh asked if the Commission had authorized a funding request to the Coastal Conservancy or other sources as stated in the timeline. Commissioner Spence asked for the minutes recording this action.

Senior Planner Luis Mendez confirmed that the Commission had made this request and said he would provide the minutes.

Commissioner Spence referred to the part of the timeline that showed the investigation of hazardous materials scheduled between April 2004 and June 2004, noting that it would be impossible to keep to the timeline since right of entry had not yet been acquired. She also said she was opposed to investigating AB3090 plans because the definition of the Commission's highest priority project could change from year to year and possibly affect the availability of State Transportation Improvement Program funds for a particular year.

Ms. Spence commented that there were two entries for salaries and benefits totaling nearly \$173, 000. Senior Planner Mendez said that they were separate expenditures and that the entry for \$20,439 was specifically for staff time to review environmental documents.

Commissioner Spence asked what it meant for the Commission to "accept" a staff report.

Deputy Director Dellin said it meant the Commissioners had read it and not changed it. Commissioner Beautz added that it doesn't mean the Commission endorses the information, but that the Commission agrees that this is what was given to them.

Neal McElwee asked when the public would be able to see the demonstration train.

Commissioner Beautz responded that the Commission had voted against the visual simulations.

Micah Posner said that the Friends of the Rail Trail was prepared to raise hundreds of thousands of dollars worth of volunteer labor to help build a trail and asked that insurance for volunteer labor be included in the budget.

Commissioner Spence asked what the funding sources were for the Miller, Owen & Trost contract, what had been spent and how much remained from each source.

10. Next Meetings / Adjournment

The next regular RTC meeting will be held Thursday, May 6, 2004 at 9:00 a.m. at the Capitola City Council Chambers, 420 Capitola Avenue, Capitola, CA 95010.

The next Transportation Policy Workshop will be held Thursday, May 20, 2004 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Secretary

ATTENDEES

Bill Comfort
Les White
Gine Johnson
John Presleigh
Donna Ziel
Michael and Janet Singer
Neal McElwee
Mark Dettle
Andrew Horne
Ken Kannegaard
Micah Posner
Debbie Hale
Heather Boerner
Eileen Goodwin
Bob Scott
Robert Jones

SCMTD
Ecology Action
County Department of Public Works

City of Santa Cruz Public Works

RMC Lonestar
CFST
TAMC
Sentinel
Apex Strategies
SCCRTC Consultant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: RESOLUTION INCREASING CHANGE FUND FOR OPERATIONS DEPARTMENT

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt a resolution increasing the change fund for the Operations Department from \$3,000 to \$4,000.

II. SUMMARY OF ISSUES

- The District operates change machines at Santa Cruz Metro Center and Watsonville Transit Center for passengers to obtain exact change for bus fares. The Operations Department maintains change funds for these machines.
- The Operations Department has determined that \$4,000 is now required in the change fund rather than the \$3,000 authorized, due to the current fare structure.

III. DISCUSSION

The Board of Directors establishes and revises change funds by resolution. From time to time, as the needs of the District change, the Board may revise the amounts contained in the change funds. The Operations Department has determined that \$4,000 is now required in the change fund used for change machines. Since the fare ordinance was amended last July, passengers are obtaining change more frequently, necessitating refilling the change machines more often.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Resolution Increasing Change Fund

**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 INCREASING CHANGE FUND
FOR THE OPERATIONS DEPARTMENT**

WHEREAS, it is in the best interest of the Santa Cruz Metropolitan Transit District to establish appropriate cash amounts maintained in change funds, and;

WHEREAS, the District's Operations Department maintains a change fund for the automatic change machines at transit centers, and;

WHEREAS, the District's Operations Department has determined that \$4,000.00 is now required in the change fund rather than the \$3,000.00 previously authorized by the Board of Directors.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that this Board authorizes an increase in the change fund for the Operations Department from \$3,000.00 to \$4,000.00.

PASSED AND ADOPTED THIS 28th day of May, 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: May 28, 2004
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER AMENDING FOLGER GRAPHICS CONTRACT FOR GRAPHIC DESIGN SERVICES FOR HEADWAYS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

The District's current contract (#02-15) with Folger Graphics for graphic design and print coordination services for the production of Headways is due to expire on June 30, 2004. Folger Graphics has provided excellent service under this contract. An extension of the contract would be advantageous to the District. Section 4.01 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Folger Graphics has also reviewed the contract and has indicated their desire to extend the contract one additional year with no change in the rate of compensation. It is recommended that the Board of Directors authorize the General Manager to execute a first amendment to the contract with Folger Graphics to extend the contract one (1) more additional year with no change in the rate of compensation.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: Letter from Folger Graphics

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



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April 22, 2004

Lloyd Longnecker
District Buyer
Santa Cruz Metropolitan Transit District
120 Dubois Street
Santa Cruz, California 95060

Re: District Contract No. 02-15 for Graphics Design Services

Dear Lloyd:

I am responding your letter dated April 20, 2004 referencing expiration of current contract on June 30,2004.

I have reviewed the contract attached and issue this letter of intent to extend the contract for the new term of an additional one-year period. I do not require any modification the existing contract.

I await the approval by your Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Briggs". The signature is written in a cursive style with a large, looping initial "B".

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

2339 Davis Avenue • Hayward, CA 94545-1111 • Phone (510) 887-5656 • Fax (510) 887-5831
<http://www.folgergraphics.com> • e-mail: print@folgergraphics.com

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

This First Amendment to Contract No. 02-15 for graphic design and print coordination services is made effective July 1, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Folger Graphics (“Contractor”).

I. RECITALS

- 1.1 District and Contractor entered into a Contract for graphic design and print coordination services (“Contract”) on July 1, 2003.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through June 30, 2005. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
FOLGER GRAPHICS

By _____
Linda Torre
Vice President of Administration

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 14, 2004
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
**SUBJECT: CONSIDERATION OF AMENDING AWARD OF CONTRACT FOR
RESIDENT BUS INSPECTOR SERVICES**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors 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.

II. SUMMARY OF ISSUES

- District entered into a contract with First Transit, Inc. for resident bus inspection services for the procurement of eleven high floor suburban coaches from Orion Bus Industries.
- There had been numerous delays and problems encountered during production at the Orion Bus Industries' Oriskany manufacturing facility.
- Additional inspection time was required and performed by First Transit, Inc.
- District staff is recommending that an amendment to the contract with First Transit, Inc. for resident bus inspection services for the high floor suburban coaches being built by Orion Bus Industries be amended to increase the contract amount by \$1,806.14 for a new total contract amount of \$29,978.14.

III. DISCUSSION

The District established a contract with First Transit, Inc. to provide resident bus inspection services for eleven (11) high floor suburban coaches being built by Orion Bus Industries. Federal law requires production inspection and quality control assurance on coaches being manufactured for the District.

Orion Bus Industries encountered several problems during production, which created several weeks of delay. First Transit, Inc. was requested to perform additional inspection time exceeding the number of inspection hours provided for on the contract.

District staff recommends that the Board of Directors authorize the General Manager to amend the contract for resident bus inspection services with First Transit, Inc. to increase the contract amount by \$1,806.14 for a new total contract amount of \$29,978.14.

IV. FINANCIAL CONSIDERATIONS

Additional funding for this contract is contained in the Capital Reserve Account.

V. ATTACHMENTS

- Attachment A:** Letter from First Transit, Inc. dated December 29, 2003
Attachment B: Letter from First Transit, Inc. dated April 7, 2004
Attachment C: Contract Amendment

First Transit, Inc.
705 Central Avenue, Suite 300
Cincinnati, Ohio 45202-5755
Tel 513-241-2200
Fax 513-381-0149
www.firsttransit.com

Attachment 

First Transit 

December 29, 2003

Mr. Lloyd Longnecker
District Buyer
Santa Cruz Metropolitan Transit District
120 Du Bois Street
Santa Cruz, California 95060

Dear Mr. Longnecker,

As you are aware, our project at Orion Bus Industries has finally come to an end, but not without major delays in Orion's production timeline. According to our contract, budgeted at \$28,172, First Transit was to provide 6 weeks of inspection coverage at 32 hours per week in Mississauga, Ontario and 11 weeks of inspection coverage at 40 hours per week in Oriskany, New York. This inspection coverage included full-time inspection coverage on the pilot unit.

As you know, actual overall production in Oriskany took nearly 30 weeks from the start of production on the pilot to inspection of the pilot, to production of the base units to inspection of the base units. In order to try to cover the entire 30 weeks of production in Oriskany, First Transit was able to utilize local inspectors. By utilizing local inspectors, no travel expenses were incurred and actual inspection hours could be expanded. Unfortunately, we were unable to provide the complete inspection coverage within the \$28,172 budget. On the other hand, the cost overages for extra inspection coverage were only \$1,806.14. Upon your approval, you will be provided a final inspection invoice for a total of \$5,890.50. Running the total of all inspection invoices to \$29,978.14.

We look forward to hearing from you regarding this matter. Should you require further detail, please feel free to contact me via telephone at (513) 684-8738 or Ryan Minges via telephone at (513) 419-3278.

Thank you,



Donald Cahill
Project Manager
Bus Line Inspections
First Transit, Inc.

Cc: Tom Stickle
Ryan Minges

A FirstGroup America  Company



April 7, 2004

Mr. Lloyd Longnecker
District Buyer
Santa Cruz Metropolitan Transit District
120 DuBois Street
Santa Cruz, CA 95060

Re: **Additional Compensation Request for Contract No. 230260-M**

Dear Mr. Longnecker:

First Transit is in receipt of your letter dated January 5, 2004 requesting additional information related to our request, dated December 29, 2003, for additional compensation on the above referenced service. Specifically, due to numerous delays in manufacturing imposed by Orion Bus Industries, First Transit must request an additional **\$1,806.14** in compensation to cover the completion of our services.

I would like to point out that we expended a total of 836 inspection hours to complete the project. Our proposal clearly identified that our price of \$28,172 included a maximum of 632 inspection hours at a fully loaded rate per hour of \$44.58 per hour. This equates to 204 additional inspection hours that we provided above and beyond our original budget. Technically, at the fully loaded cost per hour, the additional costs are **\$9,094.32**, however, due to First Transit's close management of the project and the opportunity to reduce expenses, our total overage is only **\$1,806.14**.

The table on the following page provides all of the information requested in your January 5, 2004 letter. This includes the inspector, their billing rate, location of work, and the total number of hours worked. As additional backup, I'm including copies of the internal First Transit Work Request and Work Order log. This will provide dates for the hours worked for each inspector.

I look forward to clearing this matter up with you. As mentioned in the previous letter, we will be issuing an invoice this week for a total of **\$5,890.50** which will close out the project. Please contact me with any questions or concerns at (513) 684-8738 or donald.cahill@firstgroupamerica.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald Cahill".

Donald Cahill
Project Manager

Attachment

First Transit, **Inc.**
705 Central Avenue, Suite 300
Cincinnati, Ohio 45202
(513) 241-2200
Fax: (513) 381-0149



Inspector	Billing Rate	Work Location	Total Hours
Ken Carpenter	\$23.75	Oriskany, NY	16
James Duquette	\$23.75	Oriskany, NY	50
Ray Grogg	\$22.50	Oriskany, NY	479
Bill McPhail	\$22.50	Mississauga, Ontario	136
Scott Osterhoudt	\$22.50	Oriskany, NY	75
Gary Parsons	\$22.50	Mississauga, Ontario	48
Walter Shirley	\$22.50	Mississauga, Ontario	32

first Transit, Inc.
705 Central Avenue, Suite 300
Cincinnati, Ohio 45202
(513) 241-2200
Fax: (513) 381-0149



Work Request and Work Order

Effective Date:	<u>4/1/2003</u>	Name of I.C.:	<u>Ken Carpenter</u>
City or Client:	<u>Santa Cruz, CA</u>	Cost Center:	<u>3331</u>
Requested By:	<u>Donald Cahill</u>	Approved by:	<u>Donald Cahill</u>
Work Code:	<u>51480</u>	Revised:	
Hours Alloted:	<u>447</u>	Hrs Remaining:	<u>431</u>

General Work Description

BLI Services at Orion in Oriskany, NY on Pilot plus 10 transit buses

Timesheet Log:

Period Ending	Hours	Date Received	Period Ending	Hours	Date Received
4/4/2003	12	4/7/2003			
4/18/2003	4	4/21/2003			
			Total Hours:	16	
			Hours Left:	431	

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SECOND AMENDMENT TO CONTRACT FOR RESIDENT BUS INSPECTION
SERVICES FOR QUALITY CONTROL ASSURANCE PROGRAM FOR HIGH FLOOR
SUBURBAN BUSES THAT ARE TO BE BUILT BY ORION BUS INDUSTRIES (01-24-1)**

This Second Amendment to the contract for resident bus inspection services for a quality control assurance program for high floor suburban buses manufactured by Orion Bus Industries is made effective May 14, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and First Transit, Inc. (“Contractor”).

I. RECITALS

- 1.1 District and Contractor entered into a contract for resident bus inspection services for a quality control assurance program for eleven high floor suburban buses that can be converted to CNG (“Contract”) manufactured by Orion Bus Industries on July 26, 2002.
- 1.2 Orion Bus Industries experienced problems during production, which created delays to the production schedule.
- 1.3 Contractor provided additional hours of bus inspection services at the direction of the District.

Therefore, District and Contractor amend the Contract as follows:

II. COMPENSATION

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

District shall compensate Contractor an additional \$1,806.14 for a new contract total amount not to exceed \$29,978.14.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
FIRST TRANSIT INC.

By _____
Rick Dunning
Senior Vice President

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ESTABLISHING A RATE TO CHARGE MASTF FOR REPRODUCTION OF AGENDAS AND RELATED MATERIALS FOR DISTRIBUTION.

I. RECOMMENDED ACTION

That the Board of Directors approve rates to charge MASTF for the reproduction of agenda and agenda related materials.

II. SUMMARY OF ISSUES

- On January 23, 2004 the Board of Directors approved the level of support that Metro would provide to the Metro Accessible Services Transit Forum (MASTF).
- Included in the services that were approved to be provided to MASTF was the reproduction and distribution of meeting agendas and related materials.
- The Board authorized METRO to fund the distribution cost but required that MASTF pay the costs associated with the reproduction of materials if that reproduction was carried out at METRO.
- METRO staff members have developed a recommended rate for the cost of the reproduction of materials for MASTF based upon the cost that METRO would incur.

III. DISCUSSION

In past years METRO staff members have prepared and distributed the agendas and related materials for the Metro Accessible Services Transit Forum (MASTF). The cost associated with the preparation, reproduction, and distribution of the MASTF materials was included in the METRO Operating Budget. In 2003 the Board of Directors revised the advisory committee structure. As a part of the revision of the advisory committee structure, the Board redefined the level of financial and staff support that would be provided to MASTF. While the Board approved continuing to pay the cost of distributing MASTF agendas and agenda-related materials, the cost associated with preparation and reproduction of the agenda and agenda-related materials were to be paid by MASTF.

In order for MASTF to determine the most cost effective source for the reproduction of committee materials, it is necessary for the Board of Directors to establish a rate that would be

charged to MASTF for the reproduction of materials. The proposed rate structure, including support labor cost, is attached to this Staff Report. The identified costs are reflective of what METRO currently pays for reproduction activities. The volumes of materials outlined in the attachment are illustrative of what the total cost would be based upon the average agenda packet distribution on 2003.

Staff recommends that the Board of Directors adopt the rate schedule for the reproduction of agenda and agenda-related materials for MASTF outlined in Attachment A.

IV. FINANCIAL CONSIDERATIONS

As the rate for the reproduction of materials would be the equivalent of the cost, there would not be an impact on the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Cost of Copies for MASTF Via In-House Equipment/Supplies

**SUPPLEMENTAL INFORMATION TO THE
BOARD OF DIRECTORS**

AGENDA OF MAY 28, 2004

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

22 Paper Agenda Packets distributed per month

Based on a 14-page packet (double sided):

Postage of \$.83 per packet X 22 packets =	\$18.26
9X12 envelopes (\$9.99/box of 250) @ \$.04 per envelope X 22 envelopes =	<u>.88</u>

TOTAL COST TO SUPPLY ENVELOPES/POSTAGE \$19.74

COST OF COPIES FOR MASTF VIA IN-HOUSE EQUIPMENT/SUPPLIES

<u>Cost per Copy Single Sided</u>	<u>Labor Costs including benefits</u>	<u>Paper</u>	<u>No. of Packets</u>
0.0198	\$27.58/hour	.006 per sheet	24

Sample Cost Scenario:

14 page agenda@ 1/2 hour of labor to assist with copier jams, etc.:

.0198 X 14 pgs.=\$.28	\$13.79 for 1/2 hour	0.084	24
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Cost per copy	\$.28X 24 pkts. =	6.720	
Labor @ 1/2 hour	\$13.79	13.790	
Paper	.006 X 14 pgs. X 24 pkts.	2.020	
		22.530	per month

Cost Scenario with no Labor for copier assistance:

.0198 X # of pages (single sided)	.006 per sheet	Fill in # of packets
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Calculation:

Cost of copies .0198 X # of pages = \$ _____ X # of packets = \$ _____

Cost of paper .006 X # of pages X # of packets = \$ _____

Add cost of copies + cost of paper = \$ _____ monthly cost with no staff assistance.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDER APPROVAL OF LEGAL SECRETARY RECLASSIFICATION

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the reclassification of the Full Time Legal Secretary to Paralegal.

II. SUMMARY OF ISSUES

- The Memorandum of Understanding between the District and SEIU Local 415 allows an employee to request a review of the classification of his/her position. The incumbent in the classification of Full Time Legal Secretary requested such a review.
- The classification of a position is based upon the duties regularly assigned. The salary range is established as part of the District's compensation plan and is directly related to the training and experience prerequisites and the responsibilities of the classification. The salary range is not based upon the quality of the work performed by the incumbent. The quality of work is documented through performance evaluations and progression through the six-step salary range.

III. DISCUSSION

There are two incumbents in the Legal Department in this classification. The job responsibilities for the full time Legal Secretary and the part time Legal Secretary are segregated. Currently the part time Legal Secretary is performing duties as described in the Legal Secretary class specification. This reclassification request has been reviewed for the full time Legal Secretary position only.

The classification process involved reviewing the duties of the position and the required prerequisites, performing a desk audit, and determining the appropriate salary range for the classification. After reviewing the current job tasks performed by the full time Legal Secretary incumbent I would recommend promoting the incumbent to the Paralegal. Human Resources has obtained concurrence of the revised class specification and salary from SEIU Local 415.

IV. FINANCIAL CONSIDERATIONS

The incumbent would receive a raise based on the Memorandum of Understanding Article 8.5.2

“When an employee is promoted he/she will enter the new classification in a step which provides a minimum salary increase of 5% subject to the limits of the range.”

V. ATTACHMENTS

Attachment A: Paralegal class specification

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PARALEGAL

DEFINITION

Under general supervision, assists and provides support services for District Counsel in conducting litigation and in performing various phases of legal work; performs legal research, interviews witnesses; assists in the preparation of legal documents; performs related duties as assigned.

EXAMPLES OF DUTIES

Assists in the preparation of legal documents such as briefs, memos, settlement documents, resolutions, and ordinances; performs research and prepares draft legal opinions.

Researches, studies, and applies statutes, case law, legislation, and other legal authorities for use in the preparation of cases, opinions, pleadings, briefs, and other documents.

Prepares questions and interviews witnesses; prepares District witnesses for depositions; and prepares deposition summaries.

Confers with District Counsel, investigators, employees, and other individuals regarding legal matters.

Attends court and other legal forums with District Counsel as required.

Responsible for legal filing of documents, reports, petitions, motions, briefs, ordinances, and other legal documents.

Responsible to make sure all required documents and notices are filed or sent out within deadlines.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles, methods, materials, and practices of legal research.
- Statutes and codes applicable to civil proceedings and claims.
- Legal document formats and filing procedures.
- Hearing procedures and rules of evidence.

Skill to:

- Draft legal documents such as briefs, memos, ordinances, and resolutions.
- Research, analyze, and apply legal principles, facts, evidence and precedents to legal issues.

Ability to:

- Communicate and present statements of fact, law, and argument clearly, logically and effectively in oral and written form.
- Exercise tact and discretion in handling confidential or sensitive information.
- Research, analyze and apply legal principles, facts, and precedents to issues.
- Gather, analyze, and summarize complex information presented in a variety of formats.
- Develop and maintain record keeping and tracking systems.
- Establish and maintain cooperative working relationships with the public, District employees, and others.

Training and Experience

Any combination of training and experience equivalent to:

Paralegal certificate from an accredited school.

AND

Two years of legal experience as a paralegal, legal assistant, or legal secretary. Additional law office experience as a paralegal, legal assistant, or legal secretary may be substituted for the required education on a year-for-year basis.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Elisabeth Ross, Manager of Finance

SUBJECT: PUBLIC HEARING ON FY 04-05 AND FY 05-06 DRAFT FINAL BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors take input on the draft final budget at the public hearing and provide additional direction to staff as necessary regarding the contents of the draft final budget.

II. SUMMARY OF ISSUES

- The two-year FY 04-05 and FY 05-06 draft final budget (Attachment A) is presented this month for Board and public review. A public hearing has been scheduled for 9:00 a.m., May 28, 2004.
- A budget review with Union representatives will be held at 1:00 p.m. on Wednesday, June 2, 2004, in the Encinal Conference Room.
- Operating revenues total \$31,858,000 in FY 04-05, an increase of 4.6% over estimated actual revenue in FY 03-04. One-time funding in the amount of \$1,300,000 brings the FY 04-05 total to \$33,158,000. Operating revenues in FY 05-06 are estimated at \$32,695,000, an increase of 2.6% over FY 04-05. One-time funding of \$1,085,000 brings the total to \$33,780,000 in FY 05-06.
- Operating expenses total \$33,216,066 in FY 04-05, including significant expense reductions. This represents a 3.6% increase over the FY 03-04 Revised Budget (December revision) and exceeds FY 04-05 total revenue by \$58,066. In FY 05-06, operating expenses total \$33,721,934, a 1.5% increase over FY 04-05, but \$58,066 under total operating revenue in FY 05-06, thereby bringing the two-year budget into balance.
- Without implementation of on-going cost reductions and use of one-time funding, the operating deficit exceeds \$2.3 million in FY 04-05 and \$2.8 million in FY 05-06.
- The operating expense totals include approximately \$200,000 in employee compensation savings and \$272,384 in non-personnel expense reductions listed in Attachment B. These savings have already been incorporated into the line item budget.
- In order to reduce expenses to meet operating revenues, the budget includes \$900,000 in service reductions in FY 04-05 which are effective in two stages, June 2004 and September 2004. The same service reductions produce higher savings in FY 05-06, in the amount of \$1,066,667 since they are achieved for the entire year.
- The budget also includes staffing reductions, effective September 30, 2004, which provide \$201,490 in savings in FY 04-05 and \$274,026 in FY 05-06.
- The operating budget projects a goal of \$200,000 in workers' compensation program savings in FY 04-05 and \$375,000 in FY 05-06. If this goal is not met, other expense reductions will be required.

- In FY 05-06, with the opening of the fueling portion of MetroBase, \$200,000 in expense reductions is projected.
- Sales tax revenue is budgeted at 3.0% over projected sales tax revenue for FY 03-04.
- The draft capital improvement program totals \$10,137,089, of which \$7,698,169 will be provided through grant funds. District-funded projects in the amount of \$306,600 will be funded through State Transit Assistance (STA) funding.
- Staff will continue to refine revenue and expense projections as updated information becomes available, and will present a final budget recommendation to the Board in June.

III. DISCUSSION

As reported to the Board previously, since the FY 04-05 operating budget has proved difficult to balance, staff has developed a two-year budget for FY 04-05 and FY 05-06, with a balanced budget by the end of the two-year period.

A. Operating Revenue

The draft final budget provides for \$31,858,000 in operating revenue, plus \$1,300,000 in one-time funding in FY 04-05, and \$32,695,000 in operating revenue plus \$1,085,000 in one-time funding in FY 05-06.

Passenger Revenue

All of the passenger revenue accounts have been adjusted to reflect the most recent revenue data and trends, through April 30, 2004. Passenger fares (farebox and pass sales) are budgeted at a 2% increase over FY 03-04 projected actual. The four categories of special transit fares are budgeted to increase by a net 6% over FY 03-04 projected actual as shown below:

	FY 03-04 Projected	FY 04-05 Budgeted	Change	FY 05-06 Budgeted	Change
UCSC Contract	\$1,771,782	\$1,842,653	+4%	\$1,897,932	+3%
Cabrillo College Contract	\$176,429	\$181,721	+3%	\$187,173	+3%
Employer Bus Pass Programs	\$65,491	\$65,491	+0%	\$67,456	+3%
Special Shuttle Services	\$31,175	\$76,996	+147%	\$79,306	+3%

Special shuttle services are increasing due to operation of the Santa Cruz Beach Shuttle in 2004 and a new service agreement for Pacific Shores.

Highway 17 Express revenue is based on the existing agreement with VTA and shows both the fares projected to be paid along with the Valley Transit Authority (VTA) share of the costs (50% of the operating deficit). The AMTRAK payment amount is based on the current contract.

Paratransit fares have been projected based on an estimate of 108,000 trips to be taken during FY 04-05, an increase of 13,000 trips or 13.7% over FY 03-04 projected trips, with a 10% increase for FY 05-06, reflecting an estimated 118,800 trips.

Sales Tax

Sales tax, the District's largest single source of operating revenue, is budgeted at \$15,377,900 in FY 04-05, which represents a 3.0% increase over the amount expected to be received in FY 03-04. The State of California is projecting a net 5.6% increase in statewide sales tax receipts in FY 04-05 as follows:

Fiscal Year Quarter	State
1 st Quarter (April-June sales)	+6.4%
2 nd Quarter (Jul-Sept sales)	+4.8%
3 rd Quarter (Oct-Dec sales)	+5.5%
4 th Quarter (Jan-Mar sales)	+5.7%

However, staff recommends a 3% increase for the year due to the continuing uncertainty regarding an economic recovery in our County. Staff has also projected a 3% increase for FY 05-06.

TDA Funds

Transportation Development Act (TDA) funds have been budgeted in the amount of \$5,413,251 in FY 04-05, which represents a 1.4% increase from the amount received in FY 03-04. This lower amount is due to the SCCRTC needing to rebuild its reserve funds. For FY 05-06, \$5,662,791 has been budgeted which uses a 3% growth factor on the higher base amounting to an increase of 4.6% over FY 04-05.

Advertising Income

Advertising income is budgeted at \$45,000 in net revenue assuming an implementation date of January 1, 2005, for this program, with a full year of revenue in FY 05-06.

Rent Income

Rent income has been projected based on current occupancy and assuming that the Sakata Lane property will only be rented through December 31, 2004.

Interest Income

Interest income is budgeted to increase by 3% over the record low levels of FY 03-04, since interest rates are expected to rise again in the near future.

FTA Operating Assistance

The two types of Federal Transportation Administration (FTA) operating assistance are budgeted at \$2,959,459 in FY 04-05, the maximum level allowed. In the past, the District used part of the FTA Section 5307 formula funds for capital projects. However, due to the critical operating revenue shortfall, the entire allocation is being used to fund operating expenses in FY 04-05 and FY 05-06.

Transfer from Capital for Project Manager

The Project Manager position approved by the Board of Directors for the MetroBase project is included in the operating budget for payroll purposes. However, \$102,000 in FY 04-05 and

\$107,100 in FY 05-06 is being shown as a transfer from reserves to cover these costs since the expenses of the position will be capitalized as part of the grant-funded project at year-end.

One-Time Revenue

A one-time advance of FTA operating assistance in the amount of \$350,000 will be claimed in FY 04-05 for one-time expenses of the paratransit program.

The budget includes \$800,000 in estimated carryover funds from FY 03-04 and \$700,000 from FY 04-05 resulting primarily from one-time savings in personnel accounts due to vacant positions. Normally these funds would be retired to reserves at June 30th. District staff has kept operational spending to a minimum to create carryover funds to assist in balancing the budget.

A total of \$235,000 in capital reserves is being utilized to cover operating expenses as a one-time action in FY 05-06. This is a temporary transfer since the District's share of capital projects for the next five years (which is funded from the reserves) will not all be required by June 30, 2006. If FTA operating assistance is increased in FY 05-06, it is recommended that use of capital reserves be reduced by a corresponding amount.

A total of \$150,000 is budgeted in FY 04-05 and FY 05-06 from insurance reserves to fund settlement costs. If settlement costs in each of these years do not reach \$150,000, the balance will be returned to the insurance reserve fund.

B. Operating Expenses

Paratransit Expenses

In FY 04-05, a total of \$350,000 is budgeted for one-time paratransit expenses in the event that the program operation is changed. Since this amount is funded by a one-time FTA operating assistance advance, the District must re-pay the advance in five annual installments of \$70,000 beginning in FY 05-06.

Service Reductions

The draft final budget assumes that service reductions will be approved by the Board to be effective in September 2004. The September reductions are intended to create \$700,000 in savings in FY 04-05, which translates into \$1,066,667 in FY 05-06. A total of \$200,000 in reductions has already been approved for implementation in June 2004.

Staffing Reductions

In order to balance the two-year budget, staffing reductions will be required, in addition to positions reduced as a result of the service reductions. Staffing reductions effective on September 30, 2004, would provide \$201,490 in savings in FY 04-05 and \$274,026 in FY 05-06. The positions recommended to be de-funded will be presented in the June final budget report.

Other Reductions

Operating expenses in FY 04-05 have been decreased by including \$272,384 in non-personnel reductions listed in Attachment B. If the Board wishes to restore any of the items in Attachment

B, other reductions must be identified to replace the restored items. The budget also includes approximately \$200,000 in employee compensation savings.

Revenue Vehicle Fuel Expense

Diesel fuel costs have increased dramatically over the past few months. The price per gallon has been as low as \$1.11 in September, to the current high of \$2.02, for a fiscal year to date average price of \$1.36. For budget purposes, diesel is estimated at an average of \$2.00 per gallon in FY 04-05 and \$2.16 in FY 05-06 since prices are not likely to drop substantially in the near future. CNG costs have not been as erratic as diesel.

Workers' Compensation Program Expense

The District's workers' compensation program expense has increased substantially in recent years. The budget includes a goal of \$200,000 in program savings in FY 04-05 and \$375,000 in FY 05-06 through improved case management and cost control mechanisms. If this goal is not met, other expense reductions will be required.

Other Operating Expenses

The departmental expense summary sheet in the budget (directly following the operating revenue) lists all departments and the percentage increase or decrease from the FY 03-04 revised budget. Most changes are due to personnel cost increases such as contractual pay adjustments and benefit program increases.

District-wide consolidated expenses follow the departmental expense summary.

There will be an opportunity for a detailed discussion of operating expenses and proposed reductions at the meeting with Union representatives on Wednesday, June 2nd.

C. Capital Improvement Program

The draft final capital improvement program for FY 04-05 and FY 05-06 contains nine projects as shown in the capital improvement program budget at the end of Attachment A, totaling \$10,137,089. Grant-funded projects are listed separately from projects funded 100% by the District, and the amounts will be updated when the final budget recommendation is presented in June.

The grant-funded projects are described briefly below:

Consolidated Operating Facility	Allocation towards upcoming phases of the Metrobase project. Full project cost is budgeted in the five-year plan.
Urban Bus Replacement	Purchase of replacement buses and vans.
Pacific Station Renovation Project	Initial phase of project.
Spare Parts for New Buses (carryover)	Purchase of spare parts for existing transit buses. Project to be completed in FY 04-05.

The District-funded projects are described briefly below:

IT Projects	<ul style="list-style-type: none"> ▪ Upgrade Windows 2000 Servers (\$10,000) ▪ Replace Tektronix Workstations (\$33,000) ▪ Eudora Upgrade (\$3,200) ▪ Sonic Firewall (\$2,500)
Diagnostic Scanner for Fleet Maintenance	Purchase of diagnostic scanner (\$3,000)
Facilities Repair and Improvements	<ul style="list-style-type: none"> ▪ Personnel restraint system for CNG tanks (\$11,000) ▪ Bridge crane for CNG tanks (\$17,000) ▪ Slurry Coat Parking Lots (Soquel P&R, Greyhound) (\$10,000) ▪ Replace Sunshade (Pacific Station) (\$2,500) ▪ Repair Sidewalks & Bus Lanes (Pacific Station) (\$10,000) ▪ Replace Clocks (Pacific Station) (\$4,000)
Non-Revenue Vehicle Replacement	Cost of replacing three staff cars, one transit supervisor vehicle, and three service trucks.
Office Equipment	<ul style="list-style-type: none"> ▪ Purchase of one fireproof filing cabinet for HR (\$2,040) ▪ Purchase of three fireproof filing cabinets for Administration (\$3,300)

The District's State Transit Assistance (STA) allocation has increased slightly, from \$821,414 in FY 03-04 to \$860,994 in FY 04-05. The District may only use STA funds for capital purposes.

The capital program includes the transfer of \$235,000 from capital reserves to the operating budget in FY 05-06.

IV. FINANCIAL CONSIDERATIONS

The FY 04-05 and FY 05-06 draft final budget, as presented, is balanced through the one-time use of reserves and carryover funds, as well as major service reductions and reductions in staffing and non-personnel expenses since projected operating revenues do not cover projected operating expenses. The proposed capital improvement program requires \$2,438,920 in District funding. This is available from reserves and STA funds.

V. ATTACHMENTS

Attachment A: FY 04-05 and FY 05-06 Draft Final Budget

Attachment B: Summary of Recommended Non-Personnel Expense Reductions

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

FY 04-05

DRAFT FINAL BUDGET

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
DRAFT FINAL BUDGET
FY 04-05 AND FY 05-06**

REVENUE SOURCE		ESTIMATED ACTUAL FY 03-04	DRAFT FINAL FY 04-05	CHANGE FROM FY 03-04 ACTUAL	DRAFT FINAL FY 05-06	CHANGE FROM FY 04-05 DRAFT
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	\$14,930,000	\$15,377,900	3.0%	\$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		\$30,443,190	\$31,858,000	4.6%	\$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%	\$ 700,000	-12.5%
22	Transfer from Reserves	\$ 350,000	\$ -	-100.0%	\$ 235,000	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%	\$ 1,085,000	-16.5%
TOTAL REVENUE		\$31,843,190	\$33,158,000	4.1%	\$33,780,000	1.9%

Updated 5/24/04

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
DEPARTMENTAL EXPENSES**

DEPARTMENT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
1100 Administration	1,488,771	1,485,062	-0.2%	1,541,316	3.8%
1200 Finance	1,465,473	1,449,894	-1.1%	1,504,442	3.8%
1300 Customer Service	601,649	632,365	5.1%	650,830	2.9%
1400 Human Resources	394,245	393,818	-0.1%	416,606	5.8%
1500 Information Technology	525,675	530,075	0.8%	557,531	5.2%
1700 District Counsel	371,304	382,655	3.1%	405,114	5.9%
1800 Risk Management	206,350	254,870	23.5%	258,014	1.2%
2200 Facilities Maintenance	1,510,409	1,547,693	2.5%	1,641,949	6.1%
3100 Paratransit Program	3,408,625	2,979,658	-12.6%	3,104,357	4.2%
3200 Operations	2,491,353	2,502,149	0.4%	2,587,069	3.4%
3300 Bus Operators	11,835,593	13,517,935	14.2%	13,922,292	3.0%
4100 Fleet Maintenance	6,897,517	7,556,831	9.6%	7,922,841	4.8%
9001 Cobra Benefits	14,500	-	-100.0%	-	0.0%
9005 Retired Employee Benefits	842,280	934,250	10.9%	1,054,966	12.9%
Additional Operating Programs	1,257	300	-76.1%	300	0.0%
SUBTOTAL OPERATING EXPENSE	32,055,000	34,167,556	6.6%	35,567,627	4.1%
One-Time Paratransit Expenses	-	350,000	100.0%	70,000	-80.0%
Service Reductions	-	(900,000)	100.0%	(1,066,667)	18.5%
Staffing Reductions	-	(201,490)	100.0%	(274,026)	36.0%
Workers' Comp Program Savings	-	(200,000)	100.0%	(375,000)	87.5%
MetroBase Savings	-	-	0.0%	(200,000)	100.0%
TOTAL OPERATING EXPENSES	32,055,000	33,216,066	3.6%	33,721,934	1.5%
TOTAL OPERATING REVENUE		33,158,000		33,780,000	
BALANCE		(58,066)		58,066	
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501011 Bus Operator Pay	5,842,355	7,255,843	24.2%	7,503,983	3.4%
501013 Bus Operator OT	1,227,591	1,020,350	-16.9%	1,020,350	0.0%
501021 Other Salaries	6,163,922	6,365,244	3.3%	6,586,215	3.5%
501023 Other OT	244,709	165,700	-32.3%	165,200	-0.3%
Totals	13,478,577	14,807,137	9.9%	15,275,748	3.2%
FRINGE BENEFITS					
502011 Medicare/SS	148,453	167,290	12.7%	172,308	3.0%
502021 Retirement	1,150,821	1,585,469	37.8%	1,639,110	3.4%
502031 Medical Ins	2,735,218	2,936,401	7.4%	3,220,068	9.7%
502041 Dental Ins	465,509	495,374	6.4%	520,143	5.0%
502045 Vision Ins	123,307	128,520	4.2%	141,372	10.0%
502051 Life Ins	60,473	62,835	3.9%	69,118	10.0%
502060 State Disability	196,086	234,191	19.4%	257,610	10.0%
502061 Disability Ins	221,053	249,871	13.0%	274,858	10.0%
502071 State Unemployment	46,893	76,556	63.3%	88,039	15.0%
502081 Worker's Comp	1,673,634	1,673,634	0.0%	1,673,634	0.0%
502101 Holiday Pay	293,274	312,386	6.5%	322,615	3.3%
502103 Floating Holiday	59,700	60,000	0.5%	62,017	3.4%
502109 Sick Leave	680,481	709,186	4.2%	732,843	3.3%
502111 Vacation	1,414,927	1,477,049	4.4%	1,528,524	3.5%
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	10,361,203	9.6%	10,890,506	5.1%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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%	98,058	8.0%
504012 Fuels & Lubricants - Rev Veh	1,395,072	1,769,534	26.8%	1,911,016	8.0%
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	444,000	-0.1%	461,760	4.0%
Totals	2,058,449	2,474,314	20.2%	2,647,634	7.0%
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	71,925	-0.8%	74,083	3.0%
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	349,103	-7.1%	359,576	3.0%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	25,168,340	9.8%	26,166,254	4.0%
NON-PERSONNEL TOTAL	9,126,869	8,999,216	-1.4%	9,401,373	4.5%
DEPARTMENT TOTALS	32,055,000	34,167,556	6.6%	35,567,627	4.1%
One-Time Paratransit Expenses	-	350,000	100.0%	70,000	-80.0%
Service Reductions	-	(900,000)	100.0%	(1,066,667)	18.5%
Staffing Reductions	-	(201,490)	100.0%	(274,026)	36.0%
Workers' Comp Program Savings	-	(200,000)	100.0%	(375,000)	87.5%
MetroBase Savings	-	-	0.0%	(200,000)	100.0%
TOTAL OPERATING EXPENSE	32,055,000	33,216,066	3.6%	33,721,934	1.5%
TOTAL OPERATING REVENUE		33,158,000		33,780,000	
BALANCE		(58,066)		58,066	
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE 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	67,128	5.7%	76,304	13.7%
502041 Dental Ins	11,242	11,486	2.2%	12,060	5.0%
502045 Vision Ins	3,332	3,240	-2.8%	3,564	10.0%
502051 Life Ins	2,013	1,976	-1.8%	2,174	10.0%
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	327,158	5.8%	345,473	5.6%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	916,992	1.5%	955,096	4.2%
NON-PERSONNEL TOTAL	585,662	568,070	-3.0%	586,220	3.2%
DEPARTMENT TOTALS	<u><u>1,488,771</u></u>	<u><u>1,485,062</u></u>	-0.2%	<u><u>1,541,316</u></u>	3.8%

FINANCE

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

Finance - 1200

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	351,864	356,683	1.4%	365,978	-100.0%
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	43,076	23.1%	49,179	14.2%
502041 Dental Ins	7,092	7,657	8.0%	8,040	5.0%
502045 Vision Ins	1,999	2,160	8.1%	2,376	10.0%
502051 Life Ins	1,235	1,317	6.6%	1,449	10.0%
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	193,254	12.8%	204,904	6.0%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	550,437	5.1%	571,382	3.8%
NON-PERSONNEL TOTAL	941,801	899,457	-4.5%	933,060	3.7%
DEPARTMENT TOTALS	1,465,473	1,449,894	-1.1%	1,504,442	3.8%

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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	273,347	280,099	2.5%	285,681	2.0%
501023 Other OT	1,500	1,500	0.0%	1,500	0.0%
Totals	274,847	281,599	2.5%	287,181	2.0%
FRINGE BENEFITS					
502011 Medicare/SS	1,653	1,689	2.2%	1,739	3.0%
502021 Retirement	26,836	34,754	29.5%	35,439	2.0%
502031 Medical Ins	39,222	45,952	17.2%	52,069	13.3%
502041 Dental Ins	9,259	9,996	8.0%	10,496	5.0%
502045 Vision Ins	2,333	2,520	8.0%	2,772	10.0%
502051 Life Ins	1,125	1,200	6.6%	1,319	10.0%
502060 State Disability (SDI)	4,303	5,171	20.2%	5,689	10.0%
502061 Long Term Disability Ins	4,120	4,346	5.5%	4,781	10.0%
502071 State Unemployment (SUI)	1,029	1,691	64.3%	1,944	15.0%
502081 Worker's Comp	91,927	91,927	0.0%	91,927	0.0%
502101 Holiday Pay	3,487	3,487	0.0%	3,556	2.0%
502109 Sick Leave	13,947	13,947	0.0%	14,226	2.0%
502111 Vacation	36,982	38,026	2.8%	38,786	2.0%
502121 Other Paid Absence	4,000	4,000	0.0%	4,000	0.0%
Totals	240,222	258,706	7.7%	268,743	3.9%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	2,500	550	-78.0%	550	0.0%
LEASES & RENTALS					
512061 Equipment Rental	5,000	5,000	0.0%	5,200	4.0%
Totals	5,000	5,000	0.0%	5,200	4.0%
PERSONNEL TOTAL	515,069	540,305	4.9%	555,924	2.9%
NON-PERSONNEL TOTAL	86,580	92,060	6.3%	94,905	3.1%
DEPARTMENT TOTALS	601,649	632,365	5.1%	650,830	2.9%

HRD

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Human Resources - 1400

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	20,261	15.3%	22,867	12.9%
502041 Dental Ins	4,932	5,324	8.0%	5,591	5.0%
502045 Vision Ins	1,333	1,440	8.0%	1,584	10.0%
502051 Life Ins	778	830	6.7%	913	10.0%
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	50,842	0.0%	50,842	0.0%
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	159,150	9.3%	166,986	4.9%
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	3,200	700.0%	3,296	3.0%
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	4,950	65.0%	5,099	3.0%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	359,215	7.3%	381,146	6.1%
NON-PERSONNEL TOTAL	59,379	34,603	-41.7%	35,459	2.5%
DEPARTMENT TOTALS	394,245	393,818	-0.1%	416,606	5.8%

IT

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Information Technology - 1500

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE 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	36,519	-6.7%	41,511	13.7%
502041 Dental Ins	4,626	4,995	8.0%	5,244	5.0%
502045 Vision Ins	1,333	1,440	8.0%	1,584	10.0%
502051 Life Ins	914	974	6.6%	1,072	10.0%
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	150,136	4.6%	160,793	7.1%
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	437,840	2.3%	462,352	5.6%
NON-PERSONNEL TOTAL	97,727	92,235	-5.6%	95,179	3.2%
DEPARTMENT TOTALS	525,675	530,075	0.8%	557,531	5.2%

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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	224,651	230,854	2.8%	240,635	4.2%
501023 Other OT	500	500	0.0%	500	0.0%
Totals	225,151	231,354	2.8%	241,135	4.2%
FRINGE BENEFITS					
502011 Medicare/SS	3,744	3,797	1.4%	3,911	3.0%
502021 Retirement	20,888	28,074	34.4%	29,456	4.9%
502031 Medical Ins	35,691	43,124	20.8%	49,019	13.7%
502041 Dental Ins	7,447	8,040	8.0%	8,441	5.0%
502045 Vision Ins	1,333	1,440	8.0%	1,584	10.0%
502051 Life Ins	778	830	6.7%	913	10.0%
502060 State Disability (SDI)	2,459	2,955	20.2%	3,251	10.0%
502061 Long Term Disability Ins	3,385	3,511	3.7%	3,862	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	2,938	-1.9%	3,064	4.3%
502103 Floating Holiday	6,000	6,000	0.0%	6,187	3.1%
502109 Sick Leave	11,976	11,754	-1.9%	12,257	4.3%
502111 Vacation	20,852	20,446	-1.9%	23,354	14.2%
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	139,961	12.5%	152,497	9.0%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	371,315	6.2%	393,632	6.0%
NON-PERSONNEL TOTAL	21,777	11,340	-47.9%	11,482	1.2%
DEPARTMENT TOTALS	371,304	382,655	3.1%	405,114	5.9%

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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	612,394	626,850	2.4%	675,199	7.7%
501023 Other OT	19,000	19,000	0.0%	19,000	0.0%
Totals	631,394	645,850	2.3%	694,199	7.5%
FRINGE BENEFITS					
502011 Medicare/SS	6,072	6,594	8.6%	6,791	3.0%
502021 Retirement	59,382	77,099	29.8%	82,424	6.9%
502031 Medical Ins	116,042	136,811	17.9%	155,512	13.7%
502041 Dental Ins	23,371	25,232	8.0%	26,494	5.0%
502045 Vision Ins	4,999	5,400	8.0%	5,940	10.0%
502051 Life Ins	2,545	2,715	6.7%	2,986	10.0%
502060 State Disability (SDI)	10,450	12,559	20.2%	13,815	10.0%
502061 Long Term Disability Ins	8,956	9,642	7.7%	10,606	10.0%
502071 State Unemployment (SUI)	2,499	4,106	64.3%	4,721	15.0%
502081 Worker's Comp	45,838	45,838	0.0%	45,838	0.0%
502101 Holiday Pay	7,727	7,900	2.2%	8,159	3.3%
502103 Floating Holiday	3,700	3,700	0.0%	3,720	0.5%
502109 Sick Leave	30,909	31,598	2.2%	32,634	3.3%
502111 Vacation	71,373	75,238	5.4%	77,599	3.1%
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	452,743	12.6%	485,551	7.2%
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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	95,940	82,230	-14.3%	85,519	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	34,600	34,800	0.6%	34,588	-0.6%
MISC EXPENSE					
509101 Incentive Program	300	-	-100.0%	-	0.0%
509123 Travel	200	50	-75.0%	50	0.0%
Totals	500	50	-90.0%	50	0.0%
LEASES & RENTALS					
512061 Equipment Rental	6,100	6,100	0.0%	6,344	4.0%
Totals	6,100	6,100	0.0%	6,344	4.0%
PERSONNEL TOTAL	1,033,569	1,098,593	6.3%	1,179,750	7.4%
NON-PERSONNEL TOTAL	476,840	449,100	-5.8%	462,199	2.9%
DEPARTMENT TOTALS	1,510,409	1,547,693	2.5%	1,641,949	6.1%

ADA

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Paratransit Program - 3100

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	16,575	17.7%	18,841	13.7%
502041 Dental Ins	2,289	2,471	7.9%	2,594	5.0%
502045 Vision Ins	1,000	1,080	8.0%	1,188	10.0%
502051 Life Ins	617	659	6.7%	724	10.0%
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	80,070	12.2%	87,618	9.4%
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	236,472	2.8%	252,824	6.9%
NON-PERSONNEL TOTAL	3,178,703	2,743,186	-13.7%	2,851,533	3.9%
DEPARTMENT TOTALS	3,408,625	2,979,658	-12.6%	3,104,357	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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE 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	4,477	3.1%	4,612	3.0%
502021 Retirement	114,633	144,227	25.8%	147,575	2.3%
502031 Medical Ins	160,055	175,422	9.6%	198,882	13.4%
502041 Dental Ins	29,852	30,220	1.2%	31,731	5.0%
502045 Vision Ins	6,998	7,200	2.9%	7,920	10.0%
502051 Life Ins	3,645	3,717	2.0%	4,089	10.0%
502060 State Disability (SDI)	12,908	14,776	14.5%	16,254	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	60,771	0.0%	60,771	0.0%
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	713,403	5.8%	752,265	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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	1,923,419	0.9%	1,989,687	3.4%
NON-PERSONNEL TOTAL					
	584,534	578,730	-1.0%	597,383	3.2%
DEPARTMENT TOTALS					
	2,491,353	2,502,149	0.4%	2,587,069	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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501011 Bus Operator Pay	5,842,355	7,255,843	24.2%	7,503,983	3.4%
501013 Bus Operator OT	1,227,591	1,020,350	-16.9%	1,020,350	0.0%
Totals	7,069,946	8,276,193	17.1%	8,524,333	3.0%
FRINGE BENEFITS					
502011 Medicare/SS	86,483	98,592	14.0%	101,550	3.0%
502021 Retirement	544,269	802,815	47.5%	829,465	3.3%
502031 Medical Ins	1,081,358	1,076,559	-0.4%	1,106,278	2.8%
502041 Dental Ins	218,066	235,436	8.0%	247,208	5.0%
502045 Vision Ins	58,317	60,840	4.3%	66,924	10.0%
502051 Life Ins	28,114	28,960	3.0%	31,856	10.0%
502060 State Disability (SDI)	113,717	136,673	20.2%	150,340	10.0%
502061 Long Term Disability Ins	127,449	152,131	19.4%	167,344	10.0%
502071 State Unemployment (SUI)	27,195	44,678	64.3%	51,379	15.0%
502081 Worker's Comp	1,148,150	1,148,150	0.0%	1,148,150	0.0%
502101 Holiday Pay	213,180	231,581	8.6%	239,121	3.3%
502109 Sick Leave	355,300	385,969	8.6%	398,868	3.3%
502111 Vacation	679,394	741,273	9.1%	765,467	3.3%
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	5,234,742	10.0%	5,390,839	3.0%
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	13,510,935	14.2%	13,915,172	3.0%
NON-PERSONNEL TOTAL	7,400	7,000	-5.4%	7,120	1.7%
DEPARTMENT TOTALS	11,835,593	13,517,935	14.2%	13,922,292	3.0%

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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
LABOR					
501021 Other Salaries	2,376,249	2,478,937	4.3%	2,542,452	2.6%
501023 Other OT	90,000	92,000	2.2%	92,000	0.0%
Totals	2,466,249	2,570,937	4.2%	2,634,452	2.5%
FRINGE BENEFITS					
502011 Medicare/SS	23,317	29,303	25.7%	30,182	3.0%
502021 Retirement	233,204	304,896	30.7%	312,964	2.6%
502031 Medical Ins	380,921	446,371	17.2%	507,225	13.6%
502041 Dental Ins	75,933	81,981	8.0%	86,080	5.0%
502045 Vision Ins	17,662	19,080	8.0%	20,988	10.0%
502051 Life Ins	8,650	9,227	6.7%	10,149	10.0%
502060 State Disability (SDI)	35,652	42,849	20.2%	47,134	10.0%
502061 Long Term Disability Ins	36,400	38,131	4.8%	41,944	10.0%
502071 State Unemployment (SUI)	8,526	14,007	64.3%	16,108	15.0%
502081 Worker's Comp	228,658	228,658	0.0%	228,658	0.0%
502101 Holiday Pay	30,161	31,254	3.6%	32,299	3.3%
502103 Floating Holiday	4,500	4,500	0.0%	4,585	1.9%
502109 Sick Leave	125,451	125,015	-0.3%	129,195	3.3%
502111 Vacation	298,618	297,247	-0.5%	307,247	3.4%
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	1,717,629	10.6%	1,819,868	6.0%
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%	98,058	8.0%
504012 Fuels & Lubricants - Rev Veh	1,395,072	1,769,534	26.8%	1,911,016	8.0%
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	444,000	-0.1%	461,760	4.0%
Totals	2,058,449	2,474,314	20.2%	2,647,634	7.0%

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
Fleet Maintenance - 4100

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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	4,288,566	6.7%	4,454,320	3.9%
NON-PERSONNEL TOTAL	2,878,859	3,268,265	13.5%	3,468,521	6.1%
DEPARTMENT TOTALS	6,897,517	7,556,831	9.6%	7,922,841	4.8%

COBRA

SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET

COBRA Benefits - 9001

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT FINAL	% CHANGE FROM FY 04-05
FRINGE BENEFITS					
502031 Medical Ins	742,653	828,603	11.6%	942,381	13.7%
502041 Dental Ins	68,400	72,536	6.0%	76,163	5.0%
502045 Vision Ins	21,168	22,680	7.1%	24,948	10.0%
502051 Life Ins	10,059	10,431	3.7%	11,474	10.0%
Totals	842,280	934,250	10.9%	1,054,966	12.9%
PERSONNEL TOTAL	842,280	934,250	10.9%	1,054,966	12.9%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	842,280	934,250	10.9%	1,054,966	12.9%

SCCIC

**SANTA CRUZ METRO FY 04-05 AND FY 05-06 OPERATING BUDGET
SCCIC/COPS - 700**

ACCOUNT	FY 03-04 REVISED	FY 04-05 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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 DRAFT FINAL	% CHANGE FROM FY 03-04	FY 05-06 DRAFT 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 DRAFT FINAL BUDGET
CAPITAL IMPROVEMENT PROGRAM**

PROJECT	FEDERAL	STATE/ LOCAL	DISTRICT	TOTAL
<u>Grant-Funded Projects</u>				
MetroBase	\$ 6,725,238	\$ -	\$ 1,681,310	\$ 8,406,548
Urban Bus Replacement	\$ 786,000	\$ -	\$ 196,500	\$ 982,500
Pacific Station Renovation Project	\$ -	\$ 108,891	\$ -	\$ 108,891
Spare Parts for New Buses (carryover)	\$ 78,040	\$ -	\$ 19,510	<u>\$ 97,550</u>
Subtotal				\$ 9,595,489
<u>District-Funded Projects</u>				
IT Projects				
Upgrade Windows 2000 Servers			\$ 10,000	\$ 10,000
Replace Tektronix Workstations			\$ 33,000	\$ 33,000
Eudora Upgrade			\$ 3,200	\$ 3,200
Sonic Firewall			\$ 2,500	\$ 2,500
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
CNG Tank Restraint System			\$ 11,000	\$ 11,000
Bridge Crane for CNG Tanks			\$ 17,000	\$ 17,000
Non-Revenue Vehicle Replacement (7)			\$ 195,000	\$ 195,000
Office Equipment - Fireproof File Cabinets (4)			\$ 5,400	\$ 5,400
Transfer to Operating Budget in FY 05-06			\$ 235,000	<u>\$ 235,000</u>
Subtotal				<u>\$ 541,600</u>
TOTAL CAPITAL PROJECTS	\$ 7,589,278	\$ 108,891	\$ 2,438,920	\$ 10,137,089

CAPITAL PROGRAM FUNDING

Federal Grants	\$ 7,589,278
State/Local Grants	\$ 108,891
State Transit Assistance (STA) Funding (FY 04-05)	\$ 860,994
District Reserves	\$ 1,577,926
TOTAL CAPITAL FUNDING	\$ 10,137,089

**SUMMARY OF RECOMMENDED
NON-PERSONNEL EXPENSE REDUCTIONS
FY 04-05**

Account		Description	Reduction Amount
1.0	Prof/Tech Services	1.1 Reduce engineering services in Admin	\$ 20,000
		1.2 Reduce IT services to \$500 for emergencies	\$ 2,500
		1.3 Adjust ParaCruz recertification services to match remaining clients plus new	\$ 80,000
2.0	Employment Exams	2.1 Reduce to reflect few new hires	\$ 6,800
3.0	Custodial Services	3.1 Reduce to reflect lower contract rate for Scotts Valley TC	\$ 3,200
4.0	Promotional Items	4.1 Delete most purchases of promotional items	\$ 550
5.0	Office Supplies	5.1 Eliminate bottled water at all facilities with water filters	\$ 4,833
		5.2 Reduce office supplies in most departments below FY 03-04 levels	\$ 8,400
6.0	Cleaning Supplies	6.1 Reduce cleaning supplies for facilities	\$ 5,000
7.0	Non-Inventory Parts	7.1 Reduce non-inventory parts	\$ 6,300
8.0	Other Insurance	8.1 Eliminate employment practices liability insurance	\$ 90,500
9.0	Advertising-Promo	9.1 Delete all promotional advertising	\$ 1,500
10.0	Employee Incentive	10.1 Delete all departmental employee incentive programs including shift bid refreshments; only retain service awards and Bus Operator safe driving awards	\$ 5,900
11.0	Employee Training	11.1 Delete most employee training funding	\$ 20,875
12.0	Travel	12.1 Delete most employee and Board member travel, including interview panel meals	\$ 16,026
TOTAL			\$ 272,384

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDER A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE AIR DISTRICT FOR AB 2766 FUNDS FOR AN EASTSIDE EXPRESS ROUTE

I. RECOMMENDED ACTION

Staff is requesting that the Board adopt a resolution to submit a grant application for \$200,000 to the Air District for an Eastside Express Route.

II. SUMMARY OF ISSUES

- The Air District is soliciting grant applications for the FY2002 AB 2766 Motor Vehicle Emission Reduction Grant Program.
- By applying for AB 2766 funds, the District may obtain financial assistance up to the maximum amount of \$200,000 for the implementation of an Eastside Express Route.
- This project would be a joint effort between Santa Cruz METRO, UCSC, and the City of Santa Cruz.
- Support will also be requested from the County of Santa Cruz.
- FY 2005 AB 2766 applications are due to the Air District by June 1, 2004.

III. DISCUSSION

Since 1991, the Monterey Bay Unified Air Pollution Control District (Air District) has solicited applications annually for the AB 2766 Motor Vehicle Emissions Reduction Program. This program is funded from revenues collected by the California Department of Motor Vehicles from the \$4.00 annual vehicle registration fee in the Monterey Bay region.

In previous years, Santa Cruz METRO requested funds to establish Routes 12 A & B as part of this program. These routes were successful and became part of the system when the funding ended. Santa Cruz METRO has also worked with the University to use GIS mapping to identify the University via Westside, Route 20 that has also proved to be a successful route. In the recent UCSC Transit Study performed by Urbitran, this type of a route was identified as an improvement that could be implemented.

Currently, there are no funds to implement this service improvement. AB 2766 funds are available and could be used for this service. The intent is to use GIS mapping to identify a routing that will work to get University students, faculty and staff to the University without going to Metro Center. In order to boost ridership, staff is also working with the City of Santa Cruz to geocode their employees as part of the planning process. Similarly, the route will also serve the County Government Center and can provide easy access for County employees as well. The route concept is to have stops at the Government Center, Town Clock area, near City Hall, Bay & Mission, then to the University. In this way, these buses will provide additional capacity in the Bay & Mission corridor where there are overcrowding and pass-by issues during the am peak. This route will address these issues.

The Air District amount will be \$200,000, and be matched with in-kind services from METRO, UCSC and the City of Santa Cruz. In addition, all of the UCSC fares on the service will also be counted towards the local support of the project. At the conclusion of the demonstration, the Board will have the option of whether to continue the operation of the route. It could also be funded under the experimental service portion of the UCSC contract where the University makes up the difference between the fares and the cost if they are interested in service that METRO is unable to provide.

In order to be considered in this year's AB 2766 program, grant applications must be submitted to the Air District by June 1, 2004. The Air District staff will rank all applications based upon each project's contribution to air quality improvement, and the Air District Board will select projects to be funded at a later Board Meeting.

IV. FINANCIAL CONSIDERATIONS

There financial impact from this application would be to bring additional funds (\$200,000) into the District Budget.

V. ATTACHMENTS

Attachment A: 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:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING AN APPLICATION TO THE
MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT
FOR
EXPRESS BUS SERVICES**

WHEREAS, Assembly Bill 2766 authorizes air pollution control districts to impose a motor vehicle registration surcharge fee to be used to reduce air pollution from motor vehicles to implement the California Clean Air Act of 1988; and

WHEREAS, the Monterey Bay Unified Air Pollution Control District (Air District) is responsible for the administration of the surcharge fee collected on vehicles registered in Monterey, Santa Cruz and San Benito Counties; and

WHEREAS, the Air District has set aside the funding of the FY 2005 AB 2766 Motor Vehicle Emission Reduction Program and is authorized to make grants from this set-aside; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application in the maximum amount of \$200,000 to the Air District to implement Express Bus Services

NOW, THEREFORE, BE IT RESOLVED, that the Secretary/General Manager is authorized to submit an application and to execute a grant agreement with the Monterey Bay Unified Air Pollution Control District on behalf of the Santa Cruz Metropolitan Transit District for the implementation of Express Bus Services.

PASSED AND ADOPTED this 28th day of May 2004 by the following vote:

AYES:

NOES:

ABSTAIN:

Resolution No. _____

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ABSENT:

APPROVED _____

Emily Reilly
Chairperson

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 14, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF APPOINTING INDIVIDUALS TO REPRESENT METRO ON THE PARATRANSIT COORDINATION TASK FORCE BEING FORMED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION.

I. RECOMMENDED ACTION

That the Board of Directors appoint one individual to the Paratransit Coordination Task Force who has a disability who uses the Fixed Route Service and appoint one individual to the Task Force who has a disability and uses the ParaCruz service.

II. SUMMARY OF ISSUES

- On April 1, 2004 the Santa Cruz County Regional Transportation Commission (RTC) approved the creation of a Task Force to address the coordination of paratransit services.
- The Paratransit Coordination Task Force will have 24 members appointed by various agencies that have an interest in the provision of paratransit service.
- On April 23, 2004 the Board of Directors selected two members of the Board, along with one alternate, to serve on the Paratransit Coordination Task Force.
- On April 23, 2004 the Board of Directors appointed Dale N. Hagen Jr. to serve as a member of the Paratransit Coordination Task Force representing the Metro Advisory Committee (MAC).
- The RTC has requested that the Board of Directors appoint one individual who has a disability and who uses the fixed route service provided by METRO to serve as a member of the Paratransit Coordination Task Force.
- The RTC has requested that the Board of Directors appoint one individual who has a disability and who uses the ParaCruz service to serve as a member of the Paratransit Coordination Task Force.
- The Paratransit Coordination Task Force will hold the first meeting on May 19, 2004 and conclude its work with a report to the RTC in January 2005. Subsequent to receiving the report of the Task Force it is anticipated that the RTC will forward recommendations to the various agencies that fund and operate paratransit services, including METRO.

III. DISCUSSION

On February 4, 2004 the Santa Cruz County Regional Transportation Commission (RTC) held a public meeting to receive information regarding the paratransit services that are funded and provided by various agencies in Santa Cruz County. Over 100 individuals attended the meeting. As a result of the information that was received, the RTC decided to form a task force to address the long term financing and service issues that were raised at the public meeting. On April 1, 2004 the RTC approved the creation of a Paratransit Coordination Task Force. The Task Force was created to include a membership of 24 individuals representing various agencies and service users.

The Paratransit Coordination Task Force includes five seats that are filled by individuals appointed by the Santa Cruz METRO Board of Directors. On April 23, 2004 the Board of Directors appointed Emily Reilly and Pat Spence to serve as the Board members on the Task Force. The Board also appointed Mike Keogh to serve as an alternate to the two Board members. The Board also appointed Dale N. Hagen Jr. to fill the seat designated for a member representing the Metro Advisory Committee (MAC). One seat is reserved for an individual who has a disability who uses the Fixed Route system. The other METRO appointed seat is reserved for an individual who has a disability who uses the Para Cruz service. On April 23, 2004 the Board instructed staff to contact individuals who applied for membership on the MAC to solicit interest regarding the two remaining seats on the Task Force. Additionally, the Board instructed staff to place signs (English and Spanish) regarding the Task Force openings in the fixed route buses and paratransit vans. METRO staff implemented the direction of the Board. Attached to this Staff Report are the names of the individuals who have expressed an interest in being considered for appointment to the Paratransit Coordination Task Force.

The Task Force will hold an initial meeting on May 19, 2004 and then meet as necessary to complete the work outlined in the work program approved by the RTC. The RTC would then forward recommendations to the various funding agencies and service providers in February 2005.

Staff recommends that the Board of Directors select two individuals to fill the remaining unfilled seats and appoint them to the SCCRTC Paratransit Coordination Task Force.

IV. FINANCIAL CONSIDERATIONS

The appointment of individuals to the RTC Paratransit Coordination Task Force will not require any funds from either the METRO Operating Budget or Capital Budget at this time.

V. ATTACHMENTS

Attachment A: List of Individuals Who Have Expressed Interest in Being Appointed to the Paratransit Coordination Task Force.

**INDIVIDUALS EXPRESSING INTEREST IN AN APPOINTMENT TO
THE SCCRTC PARATRANSIT COORDINATION TASK FORCE**

Connie and Shelly Day

Steve Kudlak

Dennis Papadopulo

Adam Tomaszewski*

(*Already appointed by the SCCRTC as a consumer of paratransit services)

Date: Thu, 22 Jan 2004 10:31:20 -0800 (PST)
From: none@scmtd.com
To: dcarr@scmtd.com
Subject: METRO Advisory Committee Application
Cc: lwhite@scmtd.com, mdorfman@scmtd.com

=====
MAC Application Form
=====

Name: Connie/Shelly Day
Address: 1955 Pajaro Lane, #313
City: Freedom State: CA Zip: 95019
Phone: 763-9111
E-Mail: none
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? Daily

What are your particular transit interests?

To maintain the current routes and system with a minimal of service reductions.

What do you think are the biggest challenges for METRO?

Communication between riders and METRO staff and Board.

What do you believe that you will contribute to the MAC and METRO if appointed?

Will strive to take care of the services for the disabled and riding public.

What are the interests and the experiences that you have that would make you an effective member of the MAC?

I communicate with the drivers. I communicate needs of the elderly, disabled

and regular riders to Metro. I have been a member of MUG for many years and am a member of MASTF.

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?

Daytime meetings are easier for me. The proposed third Wednesday of each month is fine. Amount of time to devote to MAC is flexible but I could attend the meetings with no problem.

Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed?
NO

=====
END OF FORM

=====
MAC Application Form
=====

Name: Steve
Address: Kudlak
City: Watsonville State: CA Zip: 95076
Phone: 457-9754 x2571
E-Mail: izel@sasquatch.cp,
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? Daily

What are your particular transit interests?

My primary interests are making public transit a viable option instead of a car. As I am disabled and use a "folding walker with a seat" I am very interested in having metro be accessible to all. Especially those who could travel if they had various implements, such as walkers or other mobility aids.

What do you think are the biggest challenges for METRO?

Metro needs in an era of tight budgets to be able to expand its shedules and be accessible. There are challanges with space usage on buses and dealing with what happens on late runs when two people board with wheelchairs and there are people with strollers and folding walkers already on board.

What do you believe that you will contribute to the MAC and METRO if appointed?

I have a lot of experience traveling on the Metro with various mobility improvement implements and under all weather conditions. I have a good engineering and operations research background. I have dealt with practical solutions in transit systems before.

What are the interests and the experiences that you have that would make you an effective member of the MAC?

I have been a user of public transit for the past 30+ years. I have a good deal of experience with various transit systems in different cities and countries. I have made long day journeys via public transit. Santa Cruz to San Francisco and return. I have dealt with travel under adverse conditions.

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?

I am available most afternoons and evenings. I can make mornings if I were to know in advance. I could devote up to 20 to 40 hours per month with moderate ease as long as the schedule was flexible.

Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed? NO

=====
END OF FORM

=====
MAC Application Form
=====

Name: Dennis Papadopulo
Address: 1803-A Felt Street
City: Santa Cruz State: CA Zip: 95062
Phone: 831-464-3032
E-Mail: KrinnyK@juno.com
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? Daily

What are your particular transit interests?
Accessibility for all riders, Bus Stops and Shelters, Sensitivity training for drivers, and Routes and route scheduling.

What do you think are the biggest challenges for METRO?
A huge challenge when last I was involved was: Establishing the Metro Base.

I was/am also concerned about the Metro Budget in terms of state funding and service cuts.

What do you believe that you will contribute to the MAC and METRO if appointed?
I want to bring an attitude of cooperation between MAC and METRO so that both sides benefit. I think we can find a common denominator between Metro services/drivers and the riding public and/or MAC, and do so in fair and balanced way.

What are the interests and the experiences that you have that would make you an effective member of the MAC?
I've been involved with MASTF from it's begining. I held the bus stop chair

position for a number of years. As a MASTF chairperson, I learned to do sensitivity training for drivers with Mike M., I did that for several years. I was involved in the decision making regarding the purchase of new metro buses. I was instrumental in promoting and urging the construction of new bus stops, shelters, the locations of bus stops, and their accessibility. I've worked with the ADA, the elderly and handicapped advisory committee. I ride at least eight buses a day, I know most of the routes and drivers. I talk with and listen to passengers about their riding experiences and their concerns regarding routes. I have an excellent relationship with Metro drivers, the Metro staff in general, the public, and other disability related organizations.

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?
My time is fairly free. I do have occasional doctor appointments but I can easily work around them so they don't conflict with meetings. Tuesday late afternoon and nights are not open.

Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed? NO

=====
END OF FORM

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 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)

- Property Appraisal & Review
- Formal offers sent to property owners
- Tenant notification
- Encroachment Lease @ 1200 River Street extended 40 years, approved by Santa Cruz City Council, will be submitted to Metro Board of District for approval
- Geo-technical Drilling completed on sites

B. Finance

- 25 Sakata Lane, Watsonville property being prepared for sale
- Issued Request For Proposals for appraisal services in order to dispose property

C. Architectural & Engineering (A&E)

- RNL: Design Phase 65% completed.

- Meeting with A&E, communication, landscape, fueling, maintenance, security, civil and structural, and City of Santa Cruz Planning staff on May. 26th, 2004
- D. Construction Management (CM)
 - Currently negotiating final scope of work and cost for Construction Management services from Harris & Associates
 - Final decision 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

The issues of the project in visual presentation are as follow:

- A. Service facility on River Street
 - a. Fuel tanks
 - i. L/CNG
 - ii. Diesel
- B. Operations facility on River Street
 - a. Employee and Guest Parking Structure
 - b. Bus Orientation and Parking
 - c. Public Access to building
 - d. Foundation
- C. Maintenance facility on Golf Club Drive
 - a. Neighboring buildings
 - b. Repair bays
- D. Design Schedule as seen on attachments.
- E. Budget for MetroBase

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.

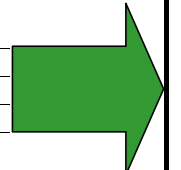
V. ATTACHMENTS

Attachment A: MetroBase Project Schedule

Attachment B: MetroBase Construction Sequencing / Project Logistics Schedule

Project Schedule
Santa Cruz Metropolitan Transit District
Metro Base

TASK / WORK ITEM	2003					2004												2005
	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	Jan
	11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24	1 8 15 22 29	5 12 19 26	2 9 16 23	1 8 15 22 29	5 12 19 26	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	1 8 15 22 29	5 12 19 26
Notice to Proceed	*																	
Task I Program Confirmation & Master Plan																		
-Kick Off Meeting/Distribute Questionnaires	█																	
-On-Site Interviews/Program Confirmation		█																
-Develop Space Needs Program		█	█															
-District Review/Approval				█														
-Master Planning On Site Session				█														
-Master Plan Documents				█	█													
-Conduct Survey, Soils Report		█	█	█	█													
-District Review/Approval					█													
Task II Preliminary Design																		
-On Site Design Session					█													
-Prepare Schematic Design (35%)					█	█	█	█	█	█	█	█	█	█	█	█	█	█
-Peer Review						█												
-Value Engineering											█							
-Prepare Cost Estimate											█	█						
-QA/QC Review											█	█						
-District Review/Approval											█	█						
Task III Final Construction Documents																		
-Prepare Design Development Documents										█	█	█	█	█	█	█	█	█
-Prepare Construction Documents (65%, 95%)										█	█	█	█	█	█	█	█	█
-Prepare Specifications											█	█						
-Prepare Cost Estimate											█	█						
-QA/QC Review											█	█						
-District Review/Approval											█	█						
Phase IV Permitting																		
-Planning Dept. (Courtesy Meeting)																		
-City Building Dept. Plan Check																		
-Plan Check Revisions																		
-Final Review (100% Documents)																		
Task V Bidding																		
-Bidding																		
-Award Construction Contract																		
Task VI Construction Administration																		
-Construction																		
-Start Up/Operational Manuals																		
-Move In																		
-Record Drawings																		
City Meetings / Presentations																		
-District/RNL Design Progress Meetings	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Presentations SCMTD Board											*	*	*	*	*	*	*	*



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 14, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: 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

I. RECOMMENDED ACTION

That the Board of Directors review potential funding sources that could be available for the MetroBase Project and consider whether the purchase of the Union Pacific Right-of-Way by the Santa Cruz County Regional Transportation Commission will affect any of the MetroBase funding and receive a presentation regarding project funding from Andrew Horne

II. SUMMARY OF ISSUES

- The completion of the MetroBase Operations/Maintenance facility is the highest priority capital project for METRO.
- Currently, it is anticipated that the completion of Phase I of the MetroBase Project will require more funds than METRO has secured.
- The completion of Phase II of the MetroBase Project is anticipated to cost approximately \$18 million in 2004 dollars for which there is currently no funding.
- METRO has identified two sources of funding that could be used to offset the cost of the MetroBase Project.
- The enactment of a new federal reauthorization bill should include the provision for a High Intensity Transit Tier that would add approximately \$6 million to the funds that METRO has identified to fund the MetroBase project.
- METRO has planned on previously lapsed \$7.8 million in State Transportation Improvement Program (STIP) funds to be programmed back to METRO to be used for funding the MetroBase Project.
- Currently, the California Transportation Commission (CTC) has given an initial indication that it will not grant STIP programming authority to the Santa Cruz County Regional Transportation Commission (SCCRTC) at the level necessary to accommodate the \$7.8 million needed for the MetroBase Project.

- On May 13, 2004 staff from METRO and staff from the SCCRTC will testify before the CTC in Sacramento to provide information regarding the critical need for the \$7.8 million in STIP funds for the MetroBase Project.
- On April 1, 2004 a State Transportation Improvement Program (STIP) funding alternative was distributed to the Santa Cruz County Regional Transportation Commission (SCCRTC) under which \$7.8 million in funding for MetroBase was eliminated. The RTC rejected the portion of the alternative that eliminated the funding for MetroBase in favor of requiring the project to compete with other projects for funds when the CTC provides sufficient programming authority or when RTC implements AB 3090 or GARVEE funding programs.
- On April 23, 2004 the Board of Directors agreed to receive a presentation from Andrew Horne regarding the potential impact of the purchase of the Union Pacific Railroad Right-of-Way on the funding for the MetroBase Project.

III. DISCUSSION

The 1989 Loma Prieta earthquake severely damaged the operating facilities at METRO. The Watsonville operating base was damaged to the degree that it became inoperable and the Santa Cruz operating base lost all fueling capabilities. From that time to the present, METRO has pursued the goal of constructing replacement facilities, which would restore cost effective maintenance and operations functions. METRO has pursued a consolidated facility approach in order to achieve the maximum amount of operating efficiency on a long-term basis. The use of a consolidated or closely clustered approach would achieve significant savings for METRO, which could be used to support service. The original schedule, developed for the construction of replacement facilities, identified 1995 as the target year for implementation. Unfortunately, the MetroBase project suffered a number of setbacks over the past few years and is currently approximately nine (9) years behind schedule. On April 19, 2002, the Board of Directors adopted a designation of the Harvey West Cluster No. 1 Option as the preferred alternative for the purposes of continuing the Environmental Impact Report process on the MetroBase project. This was the third site to be designated as the preferred alternative.

The implementation of the preferred alternative for the MetroBase facility has been divided into three (3) phases. Phase I purchases property and constructs operating and maintenance facilities to serve a fleet of 98 buses. Phase II adds operations and maintenance capacity to allow the support of a fleet of 175 buses. Phase III provided for administration and facility maintenance capacity. Currently, only Phase I is in the implementation stage as there are no funds with which to proceed on either Phase II or III.

Funding for the MetroBase Project is from a variety of sources including federal funds, state STA funds, local funds, proceeds from the sale of land, and \$7.8 million in STIP funds from the SCCRTC. The \$ 7.8 million in STIP funds was originally programmed to the MetroBase Project in 1998. However, the multiple changes in sites caused delays in the project that resulted in METRO returning the programming designation for the STIP funds to the RTC in order to avoid

“lapsing” the programming authority back to the state. At the time that the programming designation for the \$7.8 million in STIP funds was returned to the SCCRTC, it was the expectation that these funds would be reprogrammed back to METRO at the time that the project was ready for construction. However, the financial condition of the state budget has caused the CTC to suppress the programming authority of the SCCRTC to a level where it is not possible to reprogram the \$7.8 million. Staff representatives from both METRO and the SCCRTC will testify before the CTC on May 13, 2004 to outline the hardship that the lack of programming authority will impose on the MetroBase Project. I have attached a letter (Attachment A) to the Executive Director of the CTC from SCCRTC RTIP Program Manager Rachel Moriconi that describes the programming authority problem.

The staff at the SCCRTC has examined a number of programming alternatives designed to address the shortfall in authority. On April 1, 2004 the SCCRTC staff presented three programming alternatives. One alternative (Attachment B) recommended the elimination of the \$7.8 million in funds for the MetroBase Project. The Commission rejected this alternative in favor of allowing the MetroBase Project to compete for funds at the time that sufficient programming authority is obtained or when alternative funding strategies (AB 3090/GARVEE Bonds) are implemented.

On April 23, 2004 the Board of Directors voted to receive a presentation from Andrew Horne on May 14, 2004 regarding the potential impact that the purchase of the Union Pacific Right-of-Way by the SCCRTC might have on the funding for the MetroBase Project, including the \$7.8 million in STIP funds.

IV. FINANCIAL CONSIDERATIONS

The loss of the \$7.8 million in STIP funds for the MetroBase Project will result in further project delays and increased capital and operating costs.

V. ATTACHMENTS

Attachment A: April 12, 2004 Letter to CTC Staff From Rachel Moriconi.

Attachment B: SCCRTC Last Choice Alternative for Programming STP Funds

April 12, 2004

Director Diane Eidam
California Transportation Commission
1120 N Street, MS 52
Sacramento, CA 95814

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

RAIL/TRAIL
AUTHORITY

COMMUTE
SOLUTIONS

RE: 2004 Santa Cruz County RTTP

Dear Ms. Eidam:

The Santa Cruz County Regional Transportation Commission hereby submits for your consideration the *2004 Regional Transportation Improvement Program for Santa Cruz County* (enclosed), adopted on April 1, 2004.

New Funds Programmed

This RTIP programs the region's share of Transportation Enhancement (TE) funds to eight projects, programs \$7.8 million of the Santa Cruz County Share to the most critical transit project in Santa Cruz County - MetroBase, and programs \$600,000 of our County's Share to two ongoing programs. These projects are highlighted in Chapter 3. Appendix B includes STIP Nomination Fact Sheets for the new TE projects.

Shifting 2002 STIP Projects and Funds

In light of the fact that only \$20 million of Santa Cruz County's \$107 million in STIP County Shares have been allocated since approval of SB45 and the 1998 STIP, with \$30 million of the current program dating as far back as the 1990 STIP, this RTIP proposes minimal shifts for projects carried over from the 2002 STIP (as shown in Figure 4 and Appendix A). If the CTC finds that it is impossible to meet the region's funding needs as shown in this RTIP Proposal, the SCCRTC is interested in working with the CTC on a "Backup Plan" (Figure 5 of the document) which would utilize GARVEE bonds and AI33090 reimbursements in order to ensure timely delivery projects that have been promised to Santa Cruz County residents for several years.

The document has also been updated to include several "technical adjustments," such as changes in the cost, schedules, and descriptions for some projects carried over from the 2002 RTIP (Appendix A), incorporation of all programs and projects amended into the 2002 RTIP since December 2001, and deletion of completed projects. These amendments are listed in Appendix E.

TRANSPORTATION
POLICY WORKSHOP

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

BICYCLE COMMITTEE

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

We understand that the 2004 STIP faces unprecedented financial constraint and thank you for your consideration of the Santa Cruz County 2004 RTIP. Please include updates from the SCCRTC adopted document in the 2004 STTP. If you have any questions regarding the 2004 Santa Cruz County RTIP or need additional information, please contact me at (831) 460-3203.

Sincerely,



Rachel Moriconi
RTIP Program Manager

cc: Linda Newton, Caltrans Programming
Bennie Stanton, Caltrans District 5 Local Assistance

\\RTCSERV1\INTERNAL\RTIP\2004RTIP\CTCSUBMITTAL2004.DOC

Last Choice for

Shifting Projects Currently Programmed for STIP Funds and Programming New Funds

Shows Where Project would Need to Be Shifted If AB3090s and GARVEEs Not Approved by CJC and only \$ 148,000 in New Funds programmed

Yr 1st Programd in RTIP	Lead Agency	RTIP #	PPNO	Title	Total R/P Programd	\$ in '000s (thousands)						
						Prior	03/04	04/05	05/06	06/07	07/08	08/09
1998	Caltans	CT 18	0413	Harkins Slough Interchange - R/W \$132 not shown	5503				5503			5503
1990	Caltans	CT 3	0542F	Hwy 1/17 Merge Lanes - (\$29,538 is GF funds) <i>*GARVEE NEEDED IF PROJECT CANNOT RECEIVE FUNDS ALL ATION IN FY04/05 or July 2005 - Scheduled For CON Aug/Sept 2005</i>	39129	39129			39129			
2002	Capitola	CAP 8	1167	41st Ave. Capitola-RR tracks, rehab	290						290	
1998 Jan 04	Santa Cruz Santa Cruz	SC 1 SC 32	925	Santa Cruz multimodal station - AB3090 Replacement approv AB 3090 Replacement Project - up to the City's discretion	0 425	425		425			425	
1998	Santa Cruz	SC 3	927	San Lorenzo River Bike/Pedestrian Bridge	1060		1060				1060	
2002	Santa Cruz	SC 28	1168	Front St, Laurel-Water, rehab	325			325		325		
2002	Santa Cruz	SC 29	1163	High St Highland, rehab	611			611		611		
2002	Santa Cruz	SC 30	1170	Water St, Branciforte-Morrissey, rehab	195				195		195	
2002	Santa Cruz	SC 31	1171	Ent Cliff Dr, Murray St, rehab	395				395		395	
1998 2002	Santa Cruz co Santa Cruz Co	co 2 CO 44	930 1176	Graham Hill Rd improvements (safety): Add \$125 from 1175 Graham Hill Rd, Zayante Mt Hermon, rehab- Shift funds to P	2026 930	205	4665	205			1821	
98&5/04	Santa Cruz co	co 35	2056	El Rancho Road Reconstruction - AB3090 Reimbursement	600	600						600
98&00	Santa Cruz Co	CO 34	2054	Arnesti Rad Reconstruction	1480		1480			1480		
2002	Santa Cruz co	co 42	1177	Green Valley Rd Watsonville limits-Cowles, rehab	310			310		310		
2002	Santa Cruz Co	co 43	1178	Soquel Av, Paul Minnie-Gross, rehab	324				324		324	
2002	Santa Cruz co	co 44	1175	San Andreas Rd. Zils-La Selva, rehab	128				128		128	
2002	Santa Cruz co	co 45	1180	Bonny Doon Rd. PM 2.34-pine Flat, r&b	300				300		300	
2002	Santa Cruz Co	CO 46	1161	Mt Hermon Rd. Zayante Br-Graham Hill, rehab	110				110		110	
98&00	SC CRT C	RTC 3	932	Santa Cruz Branch Line ROW Acquisition (or AB3090 Reimbr <i>*AB3090 reimbursement will be needed if project cannot re</i>	10000	10000					10000	
1998	SC CRT C	RTC 4	921	Plan, program and monitor	306		76	76	77	77		
1998	SC CRT C	RTC 4	921	Plan, program and monitor - Second choice for New S	148						74	74
1998	SC CRT C	RTC 2	922	Regional rideshare program <i>*FY03/04 & 04/05 funds shifted to 07/08-08/09 (and \$11K to</i>	556 0 923)	463	448	748	138	150	150	
1998	SC CRT C	RTC 1	923	Highway 1 Freeway Service Patrol <i>*FY03/04 funds (plus \$11K from PPNO 922) shifted to 07/08</i>	327	76	78	80	82	87		
1998	SC MTD	MTD-1	924	Consolidated bus operations facility	800					0		
2002	Scotts Valley	sv 16	1172	Scotts Valley Dr, Victor Sq-Vine Hill school, rehab	250			250		250		
2002	Scotts Valley	SV 17	1173	Mt Hermon Rd. La Madrona-Glen Cyn, rehab	240				240		240	
2002	Watsonville	WAT 30	1174	Green Valley Rd, Harkins Slough-Rt 152, rehab	700			700		700		
2002	Watsonville	WAT 31	1175	Freedom Bl, High-Lincoln, rehab, bike lane (SO)	700				700		700	
Last Choice - Shift to Meet Targets (excludes new funds)					66478	0	76	154	510	43112	16299	6327
Cumulative for Last Choice Programmin						76	230	740	43,952	60151	66478	
CTC targets vs Las: Choice cumulative					0		2101	24141	105	2501		0
CTC identified 2004 RTIP Targets for SC County (adds \$148K for FY08/09)					66478	0	2x31	22550	19076	18655	3826	
Cumulative sum of CTC Targe							2331	24881	43957	62652	66478	
How Funds Currently Programmed in 2002 STIP					66330	600	51554	3347	8130	2699		

LEGEND:

- = Preferred Program Year (year project could be ready if funds available)
 - Italic* = New program year if annual FE targets strictly enforced (funds for ongoing programs remain programmed as shown)
 - Underlined/Italic = Second Choke for new funding if only \$148K can be programmed
 - ~~Strikeout~~ = 2002 STIP projects proposed to be moved (shows where currently programmed)
- If no underline or strikeout shown for a project=funds have remained in 2002 STIP program year*

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF FEASIBILITY OF UTILIZING DEADHEAD BUSES TO SERVE HARVEY WEST/HIGHWAY 9 AREA

I. RECOMMENDED ACTION

Staff was requested to examine the feasibility of utilizing deadhead buses on weekends to provide some service to the Harvey West/Highway 9 area. Staff does not recommend this be done.

II. SUMMARY OF ISSUES

- A suggestion was made at the Public Hearing on the Service Cuts that METRO should consider the use of deadhead buses to provide service on weekends to the Harvey West/Highway 9 area.
- The Board requested that staff examine this possibility.
- Staff pulled a listing of all the buses that pull out of the River Street Yard on Weekends heading to Metro Center, as well as the list of all buses returning to the River Street Yard from Metro Center.
- One problem that would need to be addressed would be the creation of a bus stop for the outbound trips, as the only stop available is just past the River Street Yard.
- Staff has identified an alternative to the creation of a new bus stop that would involve the re-routing of the only outbound trip that would provide service.

III. DISCUSSION

At the last Board Meeting during a Public Hearing on the Service Cuts, a suggestion was made to consider using deadhead buses on weekends to provide service to the Harvey West/Highway 9 area to provide some level of service since Route 4 was being eliminated. Staff attempted to look at the bus pullins and pullouts to determine the feasibility of this proposal. Attachment A shows the weekend pullins and pullouts. There is only one bus that pulls in at 12:45 pm that could provide service to the Harvey West/Highway 9 area. All of the other buses are after 6:00 pm.

There are three trips that could be used to return to Metro Center in the afternoon. Combined, this would provide 1 outbound trip and three inbound trips. The times do not appear to be very

useful, but there are further complications in trying to use this approach. While there is an inbound stop by the City Corp Yard that could be used, the only outbound stop is just past the River Street Yard (Attachment B). This would require that there be a place for the bus to turn around so it could return to the yard. Another alternative would be to establish a new bus stop for the outbound trip. This is a difficult challenge as there are no accessible locations that could be used, and current District Policy does not allow for the establishment of a non-accessible bus stop.

The only other alternative would be to reroute on Encinal where there is an existing bus stop and then out to Highway 9 on Fern Street. The problem with this approach is that the bus would need to make a left hand turn onto Highway 9 in order to return to the River Street Yard. This is not a signalized intersection and left hand turns could prove to be difficult, increasing the time for the return to the yard, as well as increasing cost to METRO.

Based upon the above information, it does not appear to be feasible to utilize deadhead buses to cover for the Route 4 elimination on weekends.

IV. FINANCIAL CONSIDERATIONS

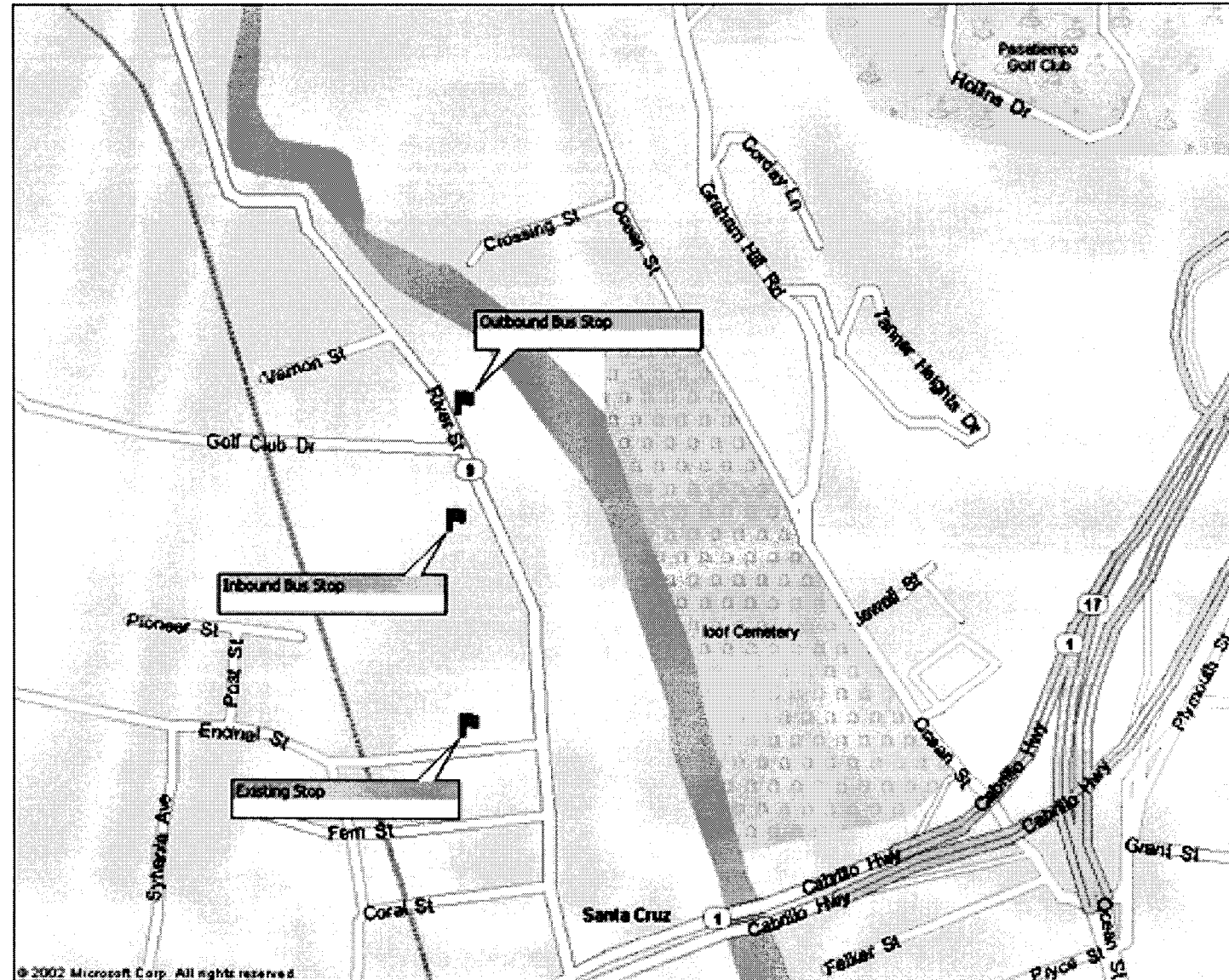
There is no financial impact from the staff recommendation.

V. ATTACHMENTS

Attachment A: Bus Pullins/Pullouts Weekends
Attachment B: Bus Stops

Route	Block	Type	From	Start	End	To	Via	Dire...	Duration	Mn	L...	trp_lin...	Ld Time	LayStrt
1731	Pull-out	ga	539a	547a	scmc3				0h08	0			0h00	
5431	Pull-out	ga	652a	700a	scmc4				0h08	0			0h00	
1631	Pull-out	ga	657a	705a	scmc1				0h08	0			0h00	
7134	Pull-out	ga	707a	715a	scmc4				0h08	0			0h00	
1632	Pull-out	ga	717a	725a	scmc3				0h08	0			0h00	
6531	Pull-out	ga	752a	800a	scmc4				0h08	0			0h00	
1634	Pull-out	ga	757a	805a	scmc1				0h08	0			0h00	
6533	Pull-out	ga	812a	820a	scmc4				0h08	0			0h00	
6934	Pull-out	ga	817a	825a	scmc1				0h08	0			0h00	
1635	Pull-out	ga	922a	930a	scmc1				0h08	0			0h00	
3534	Pull-out	ga	948a	1000a	scmc3				0h12	0			0h00	
6935	Pull-out	ga	955a	1007a	scmc4				0h12	0			0h00	
3535	Pull-out	ga	1048a	1100a	scmc3				0h12	0			0h00	
6535	Pull-out	ga	1228p	1240p	scmc4				0h12	0			0h00	
1732	Pull-out	ga	1255p	107p	scmc3				0h12	0			0h00	
1636	Pull-out	ga	113p	125p	scmc1				0h12	0			0h00	
1733	Pull-out	ga	405p	417p	scmc3				0h12	0			0h00	
1637	Pull-out	ga	413p	425p	scmc1				0h12	0			0h00	
4031	Pull-out	ga	518p	530p	scmc1				0h12	0			0h00	
1731	Pull-in	scmc3	1245p	1257p	ga				0h12	0			0h00	0h00
6532	Pull-in	scmc	608p	620p	ga				0h12	0			0h00	0h00
1634	Pull-in	scmc	615p	627p	ga				0h12	0			0h00	0h00
6531	Pull-in	scmc4	633p	645p	ga				0h12	0			0h00	0h00
1633	Pull-in	scmc	635p	647p	ga				0h12	0			0h00	0h00
3532	Pull-in	scmc3	645p	657p	ga				0h12	0			0h00	0h00
1631	Pull-in	scmc	655p	707p	ga				0h12	0			0h00	0h00
4031	Pull-in	scmc	655p	707p	ga				0h12	0			0h00	0h00
6535	Pull-in	scmc	703p	711p	ga				0h08	0			0h00	0h00
1632	Pull-in	scmc4	905p	913p	ga				0h08	0			0h00	0h00
7131	Pull-in	scmc	1000p	1008p	ga				0h08	0			0h00	0h00
6534	Pull-in	scmc4	1005p	1013p	ga				0h08	0			0h00	0h00
1733	Pull-in	scmc3	1015p	1023p	ga				0h08	0			0h00	0h00
1635	Pull-in	scmc	1020p	1028p	ga				0h08	0			0h00	0h00
1636	Pull-in	scmc4	1105p	1113p	ga				0h08	0			0h00	0h00
1732	Pull-in	scmc3	1115p	1123p	ga				0h08	0			0h00	0h00
1637	Pull-in	scmc	1120p	1128p	ga				0h08	0			0h00	0h00
3533	Pull-in	scmc3	1121p	1129p	ga				0h08	0			0h00	0h00
6536	Pull-in	scmc	1150p	1158p	ga				0h08	0			0h00	0h00

BUS STOP LOCATIONS



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: May 28, 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 OF DIRECTOR MEETINGS, AUTHORIZING THE SELECTION OF REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION AND OTHER CHANGES**

I. RECOMMENDED ACTION

Approve the attached Resolution with its 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.

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 meetings in March, areas for potential modifications, if any, will be discussed. At subsequent meetings formal language for consideration will be presented.

During the March 26, 2004, Board of Directors' regular meeting, the Board of Director's 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.

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. A revised Rules of Procedure were attached to the Bylaws in order to facilitate the meetings.

At the April 2004, meetings various nomination methods for the selection of the representatives and alternates to the SCCRTC were reviewed and discussed. More modifications were required to the section in the bylaws. Additionally, Director Skillicorn asked that alternative methods be set forth in a separate exhibit (Attachment C).

Attachment A contains the proposed Bylaws Resolution with the proposed modifications set forth in bolded letters or with strike-outs.

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

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 Planning District
Expense List**

EXHIBIT B

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)

METRO's Rules of Procedure for Meetings

A. Motions

1. A motion is the means used by a Director to present a substantive proposal to the Board of Directors for consideration and action. It is the basic means for the transaction of business. Only one subject can be considered by the Board of Directors at one time, therefore, a motion can be proposed only when no other motion is before the Board. A motion must be introduced by the words, "I move..."
2. A motion should be concise and clear. If a motion is confusing, unnecessarily long or involved, the Chair should ask the proposer to rephrase the motion and, if necessary, should assist the Director in doing so. The Chair can rephrase the motion only in wording that is approved by its proposer. The Chair can require that any motion be submitted in writing.
3. A motion requires a second, which means that another director indicates a desire to have the proposal considered. The Director who seconds the motion does not have to be in support of the motion.
4. When a motion has been moved and seconded, the Chair opens the matter for debate. When any Director wishes to speak in debate, he/she shall so indicate to the chair.
5. The motion may be decided by a vote approving or defeating it or it may be disposed of by some other motion such as referral to a committee. No motion may simply be ignored; definite action must be taken on it. A motion passes if at least six affirmative votes are recorded.

B. Motion to Amend

1. The purpose of a motion to amend is to modify a motion that is being considered by the Board of Directors so that it will express more satisfactorily the will of the directors. There is no limit to the number of amendments that can be considered to modify a motion.
2. A Motion to Amend requires a second, is debatable, cannot be amended, and takes precedence over the main motion. However, if an amendment is offered as a "friendly amendment" and is accepted by the proposer of the main motion then a second is not required to incorporate the amendment into the main motion.

3. Amendments are voted on in the reverse order of their proposal. The vote then shall be taken on the amendment to the motion and, finally on the motion.

C. Debate

1. The purpose of a legislative body is to secure the collective judgment of the group on proposals submitted to it for decision. This purpose is best served by the free interchange of thought through discussion and debate. The right of every director to participate in the discussion of any matter of business that comes before the Board of Directors is one of the fundamental principles of parliamentary law. Therefore, every director is guaranteed a reasonable and equal opportunity to be heard.
2. Usually the first director who indicates to the chair a desire to speak will be recognized for that purpose. When more than one director indicates a desire to speak, the following rules will apply:
 - a.) The proposer of the Motion or the author of a Report will be recognized first;
 - b.) A director who has not had the opportunity to speak will be recognized over one who has already spoken on the issue. Similarly one who seldom speaks should be recognized over one who speaks more frequently;
 - c.) The Chair should alternate between the supporters and opponents of an issue.
3. When it appears to the Chair that all the directors who wish to speak have been recognized, he/she may call for a vote.
4. A Motion to Close Debate (Calling the Question) will prevent or stop debate on the motion (or motions) to which it is applied and bring it (them) to an immediate vote. The Motion to Close Debate may be proposed at any time after the motion to which it applies has been stated to the Board of Directors. Once a Motion to Close Debate is offered, the Chair shall decide whether or not Debate should be closed considering whether there are other Directors who wish to debate the issue and whether the debate will be productive. The Board of Directors with a minimum of six affirmative votes may overrule the decision of the Chair.
5. A Motion to Postpone Temporarily (To Lay on the Table, or to Table) is a motion to set aside temporarily a pending motion in such a way that, if the Board of Directors wishes, the postponed motion can be taken up again for consideration at any time during the current meeting by a motion to resume its consideration. A Motion to Postpone Temporarily requires a second, is not debatable and cannot be amended and requires at least six

affirmative votes for passage or two-thirds when used to suppress a motion without further debate.

D. Motion To Reconsider

1. A Motion to Reconsider is to enable the Board of Directors to set aside a vote on a motion taken at the same meeting and to consider the motion again as though no vote had been taken on it because of a misunderstanding or because action was taken without adequate information or because later events cause the Board of Directors to change its mind.
2. A Motion to Reconsider is a restorative motion and can be offered at any time during a meeting. It is unusual in that, unlike an ordinary motion, it may be proposed even if other business is under consideration, and if necessary, it may interrupt a speaker. When a Motion to Reconsider is proposed and seconded while other business is pending, the Chair directs the secretary to record its proposal; but the Motion to Reconsider is not considered until the pending business has been handled. It is then considered and decided immediately.
3. Any Director may offer the Motion to Reconsider when it appears justified, as when new facts have come to light or when an error needs to be corrected, or when a hasty decision appears to have been made. If the Chair considers the motion dilatory, it can be ruled out of order. If there is disagreement about whether the Motion is dilatory, the decision of the Chair can be appealed, in which case the ultimate decision is made by the Board of Directors.
4. A Motion for Reconsideration requires a second, debate is restricted to the reasons for reconsideration, it cannot be amended and requires at least six affirmative votes.

E. Points of Order

1. A Point of Order calls the attention of the Board of Directors and of the Chair to a violation of the rules, an omission, a mistake or an error in procedure and to secure a ruling from the Chair on the question raised.
2. A Point of Order must be raised immediately after the mistake, error, or omission occurs. It cannot be brought up later unless the error involves a violation of law, or of the bylaws, or the accuracy of the minutes.
3. As soon as the Director has stated a point of order, the Chair must rule on it, declaring that the point is “well taken” or “not well taken”. The Chair may state the reasons for the decision, if desired. If the Chair is in doubt

as to the correct decision, the ruling may be delayed briefly. Meanwhile, action on the matter affected by the point of order is deferred. When the Chair refers a point of order to the Board of Directors for decision, discussion is not in order unless the Chair invites it. No appeal may be taken from a decision by the Board of Directors on a point of order. A Director wishing to challenge a decision of the Chair on a point of order must appeal to the Board of Directors. A minimum of six affirmative votes by the Board of Directors is required to overrule the Chair.

4. The highest Point of Order is the request for Personal Privilege, which takes precedence over all other matters. This request enables a Director to secure an immediate decision and action by the Chair on a request that concerns the comfort, convenience, rights or privileges of the Board or of the Director himself/herself. It may be used when a Director believes that he/she has been insulted and wants to respond. It should be used sparingly and may never be used to raise a substantive point.

F. Procedures Not Addressed

If there are any procedural matters that arise during a meeting of the Board of Directors that are not covered in these Rules of Procedure or in the Santa Cruz METRO Bylaws, the Chair shall decide how to proceed. The Board of Directors with at least six affirmative votes, however, may overrule the Chair.

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

DATE: May 28, 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

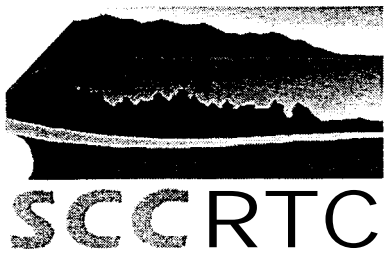
Attachment A: Santa Cruz County RTC Proposed Expenditure Plan

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)		
	2003	%	%
	M\$	Ttl	Allocation Notes *
1/2 cent sales tax, 30 years			
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 par-t 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	8	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 I	\$333
New Bike/ Pedestrian Bridges over Highway I	\$7
Hwy I Express Buses	\$5
Park and Ride Lots and Alternative Transportation Pro- grams	\$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 I7 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 I?

- 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 carpool 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 car-pools 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 Carpool Lanes project.
- To maximize use of the carp001 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.
- \$21 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 Carpool 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 Carpool Lanes project.

Let us know your thoughts!
The SCCRTC would like to hear your input on the proposed Expenditure Plan or 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

DATE: May 28, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF AMENDING CONTRACT FOR REVENUE AND NON-REVENUE TIRES

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors 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.

II. SUMMARY OF ISSUES

- District entered into a contract with Dixon and Son Tire, Inc. for revenue and non-revenue tires.
- The tire manufacturer, Goodyear Tire & Rubber, has discontinued the current highway tread design and replaced it with a new highway tread pattern under a new part number.
- With the addition of the New Flyer low floor convertible coaches, the District requires a new tire size to be added to the contract.
- District staff recommends that the Board of Directors authorize the General Manager to amend the contract for revenue and non-revenue tires with Dixon and Son Tire, Inc. to add a new tire size with contract pricing through December 31, 2004 and allow a price increase for the designated tire size with the new highway tread design.

III. DISCUSSION

The District established a contract with Dixon and Son Tire, Inc. to provide revenue and non-revenue tires. The New Flyer low floor convertible coaches require a tire size (305/70R22.5) that is not currently on the contract. Goodyear Tire & Rubber Company (tire manufacturer for the transit tire size 275/70R22.5) has improved the highway tread design on this tire and has created a new highway tread designation of G169. The old highway tread designation of G159 has been discontinued and is no longer available.

District staff recommends that the Board of Directors authorize the General Manager to amend the contract for revenue and non-revenue tires with Dixon and Son Tire, Inc. to add a new tire size and allow a price increase for the designated tire size with the new highway tread design.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Fleet Maintenance operating budget.

V. ATTACHMENTS

Attachment A: Letter from Dixon and Son Tire, Inc. dated May 5, 2004

Attachment B: Contract Amendment

**DIXON & SON TIRE INC.
125 WAKLER ST
WATSONVILLE, CA 95076**

**PHONE 831-722-4197
FAX 831-722-4180**

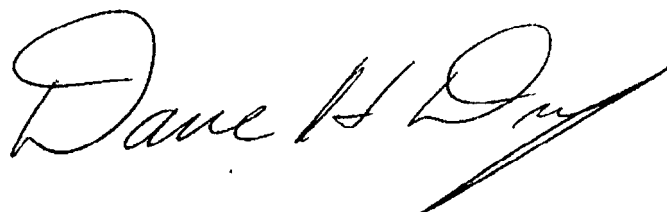
May 5, 2004

Lloyd Longnecker
District Buyer
Santa Cruz Metro

Dear Lloyd,

The 275/70R22.5 G169 is the approved net state replacement for the G 159. The G159 has been phased out. The new price for the G169 is \$191.80.

Micheln who offers the 305/70R22.5 has lowered their net state price to \$287.97.



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT FOR REVENUE
AND NON-REVENUE TIRES**

This Fourth Amendment to the Contract for revenue and non-revenue tires is made effective June 1, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Dixon and Son Tire, Inc. (“Contractor”).

I. RECITALS

- 1.1 District and Contractor entered into a Contract for revenue and non-revenue tires (“Contract”) on December 15, 2000.
- 1.2 Contractor has requested a price increase for new highway tread design on revenue tires.
- 1.3 District requires a new tire size to be added to the contract.

Therefore, District and Contractor amend the Contract as follows:

II. COMPENSATION

- 2.1 Add new tire size to contract: 305/705R22.5 at \$287.97 each.
- 2.2 Increase price on contract tire item A1: New Transit Tires 275/70R22.5 Highway rated at \$191.80 each.

III. REMAINING TERMS AND CONDITION

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

IV. AUTHORITY

- 4.1 Each party has full power to enter into and perform this Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Fourth 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
DIXON AND SON TIRE, INC.

By _____
Dave H. Dixon
Owner

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: May 14, 2004

TO: Board of Directors

FROM: Leslie White, General Manager
Bryant Baehr, Manager of Operations

SUBJECT: CONSIDERATION OF APPROVAL OF CONTRACT WITH AMTRAK FOR THE PROVISION OF THE HIGHWAY 17 SERVICE—ACTION REQUIRED MAY 14, 2004

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- In February 2004, the Board of Directors authorized the General Manager to execute a Memorandum of Understanding (MOU) for the consolidation of the Highway 17 Express service and the Amtrak Santa Cruz-San Jose Connector service.
- On the morning of April 23, 2004, Amtrak asked Santa Cruz METRO for an indemnification agreement because while Amtrak was not a party to the MOU, it was to pass money through from Caltrans and the CCJPA to METRO.
- The Board of Directors approved an indemnification agreement between Amtrak and METRO at the April 23, 2004 Board Meeting.
- During the afternoon of April 23, 2004, Amtrak forwarded to METRO a 26-page contract, which included significant terms including the indemnification language. Thereafter, the attached agreement was negotiated between METRO and Amtrak for consideration by the Board of Directors.

III. DISCUSSION

In February 2004, the Board of Directors authorized the General Manager to execute a MOU for the consolidation of the Highway 17 Express service and the Amtrak Santa Cruz-San Jose Connector service. Representatives of the California Department of Transportation (Caltrans), the Capitol Corridor Joint Powers Authority (CCJPA), the Valley Transit Authority (VTA), Amtrak and METRO met for over three years in an attempt to seamlessly consolidate the two services. Funding was a major consideration in the consolidation of the service and

Caltrans wanted the funding that it provided to pass through Amtrak to METRO even though Amtrak had determined that it did not wish to be a party to the MOU. The reason for this request by Caltrans was to preserve the “through ticketing” in the Amtrak System. Three days before the consolidated service was to begin, Amtrak contacted METRO and asked for an indemnification agreement. METRO’s Board of Directors approved such an agreement on April 23, 2004. During the afternoon of April 23, 2004, Amtrak forwarded to METRO a 26-page service contract, which appeared to be a standard form contract, used by Amtrak with its Contractors who actually perform services for Amtrak. METRO staff informed Amtrak that it could not recommend that the Board of Directors approve this contract. Over the next two weeks negotiations with Amtrak continued until the document attached as Attachment A was formulated.

The Contract itself provides the method of payment from Amtrak to METRO for the portion of the Highway 17 Service that Caltrans and the CCJPA are responsible for. Additionally, the Contract allows METRO to use Amtrak’s name and logo on the buses used in the service, in the Headways and on METRO’s website and in any other advertisement promoting the service. Amtrak is required to provide for “through ticketing.” In other words Highway 17 passengers can purchase tickets from Amtrak with an origin or destination of Santa Cruz. The parties agreed that any disputes would be settled using applicable California law and California state courts. Indemnification and insurance provisions were also added to the contract

METRO staff have worked very hard to preserve the work of the Highway 17 Consolidation Committee.

IV. FINANCIAL CONSIDERATIONS

Funds for the operation of the Highway 17 Express service are contained in the 2003/04 METRO Operating Budget. Staff will recommend the continuation of current service level funding for the Highway 17 Express service for inclusion in the 2004/05 Metro Operating Budget. Staff is not aware of any plans by VTA to reduce current service level funding for the service. Costs for the expanded service (weekends/holidays/Metro Center) required for the consolidation, that are estimated to be \$370,000 annually based on a \$59.59 per hour cost, will be paid by Caltrans under the MOU.

V. ATTACHMENTS

Attachment A: Thruway Bus Services Contract between National Railroad Passenger Corporation (Amtrak) and Santa Cruz Metropolitan Transit District (METRO).

CONTRACT NO.

**THRUWAY BUS SERVICES CONTRACT BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

THIS CONTRACT is entered into as of the 26th day of April, 2004 by and between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, with its principal office located at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Definitions.

A. The "MOU" is the Memorandum of Understanding for Highway 17 Consolidated Transit Service dated April 26, 2004, by and among Contractor, the California Department of Transportation, Division of Rail, the Capitol Corridor Joint Powers Authority and the Santa Clara Valley Transportation Authority.

B. "Caltrans" is the California Department of Transportation, Division of Rail. Caltrans and Amtrak are parties to that certain agreement dated October 1, 2003 as amended under which Caltrans agrees to reimburse Amtrak for certain Amtrak thruway bus services, including the Services required under this Contract.

C. "CCJPA" is the Capitol Corridor Joint Powers Authority. CCJPA and Amtrak are parties to that certain agreement dated October 1, 2003 as amended under which CCJPA agrees to reimburse Amtrak for certain Amtrak thruway bus services, including the Services required under this Contract.

D. The "Contracting Official" is the individual duly authorized in writing by Amtrak to execute, administer, and make changes to this Contract on behalf of Amtrak. The Contracting Official is not necessarily an officer of Amtrak. He/she assumes no personal liability hereunder. No other Amtrak employee, agent, contractor or representative is authorized to direct or approve changes to the Services. The Contracting Official for this Contract is Rick Peterson, Amtrak Bus Operations, 810 North Alameda, Los Angeles, CA 90012.

E. "Services" means the work that Contractor has agreed to perform pursuant to the MOU referenced above as described in detail in section II of the MOU.

2. Term and Termination.

The term of this Contract is April 26, 2004 through April 25, 2007, unless the MOU is terminated before that date in which event this Contract shall also be terminated as of the MOU termination date. Notwithstanding the preceding sentence, either party may terminate this Contract upon at least ninety (90) days prior written notice to the other party .

3. Compensation and Payment.

Subject to continued reimbursement from Caltrans and CCJPA, Amtrak shall pay Contractor the rate set forth in section 3.02 of the MOU. Contractor will invoice Amtrak in accordance with the rate set forth in section 3.02 of the MOU by submitting an original invoice (which must include a remit address) and supporting documentation to: National Railroad Passenger Corporation, Bus Operations, 810 North Alameda Street, Los Angeles, CA 90012, Attn: Rick Peterson. Supporting documentation shall include all fares and other items Contractor is required to collect under the MOU. Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice within thirty (30) days of receipt of Contractor's invoice. Contractor acknowledges and agrees that Amtrak shall not be obligated to pay Contractor if either Caltrans or CCJPA does not reimburse Amtrak or if either Caltrans or CCJPA directs Amtrak not to pay Contractor. If Amtrak receives such a notice, it shall immediately notify Contractor.

4. Notices. Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by first class mail, return receipt requested or by overnight delivery service, and shall be deemed given upon actual receipt by the addressee. All notices to Amtrak shall include the Contract Number. Notices shall be addressed as follows:

If to Amtrak:

National Railroad Passenger Corporation
Procurement Department, 5th Floor South
30th Street Station - 30th & Market Streets
Philadelphia, PA 19104
Attention: Eileen Broome
Telephone: 215-349-1058

If to Contractor:

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: Leslie White General Manager
Telephone: 831-426-6080

5. Intellectual Property Rights. Contractor shall not use Amtrak's trade name, logo, trademark or service marks in any context in connection with any product, equipment, promotion or publication without the prior written consent of Amtrak except that Contractor may use Amtrak's name and logo on the buses used in the service provided by Contractor in connection with the MOU and in Contractor's Headways and website and any other advertisement promoting the service.

6. Through Ticketing: Amtrak agrees to provide for "through ticketing." Through Ticketing shall mean that Highway 17 transit customers can purchase tickets from Amtrak with an origin or destination of Santa Cruz. Purchased tickets with Santa Cruz as either an origin or destination shall be printed in a form that allows for a portion of that ticket to be placed in Contractor's Highway 17 buses' fareboxes as fare media. Customers shall be able to purchase tickets for Contractor's Highway 17 Service and "through ticketing" at Amtrak's website, kiosks, mail, phone or from any Amtrak ticket agents that sell Amtrak tickets. Contractor shall receive reimbursement for these trips

by invoicing Amtrak through the established billing process set forth in Section 3.02 of the MOU.

7. Ethical Business Practices.

A. Contractor and its employees, subcontractors, agents and/or representatives, agree that they shall not offer to any Amtrak employee, agent or representative any cash, gift, entertainment, commission, or kickback for the purpose of securing favorable treatment with regard to this Contract or any other Amtrak contract. Amtrak and its employees, subcontractors, agents and/or representatives, agree that they shall not offer to any of Contractor's employee, agent or representative any cash, gift, entertainment, commission, or kickback for the purpose of securing favorable treatment with regard to this Contract or any other Contractor contract.

8. Warranties. Contractor warrants that it has the authority to enter into this Contract without breaching any contractual obligation or statutory duty owed to another.

9. Governing Law, Jurisdiction And Venue. The Contract shall be governed by and construed in accordance with the laws of the State of California, Each party agrees that all legal proceedings in connection with any dispute arising under or relating to the Contract shall be brought in the State of California. Contractor and Amtrak hereby accept the jurisdiction of the State of California and agree to accept service of process as if it were personally served within the State of California.

10 Laws, Regulations, And Permits. Contractor and Amtrak shall comply with all laws, regulations, codes, ordinances, rules or orders of any governmental entity or public authority ("Laws") applicable to the performance required by this Contract.

11. Taxes. Pursuant to 49 U.S.C. § 24301(l), Amtrak is exempt, to the same extent that the United States Government is exempt, from all state and local taxes, surcharges or fees. Contractor agrees that the prices or rates stated in the Contract (1) do not include extra state or local taxes, surcharges or fees on Amtrak in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable.

12. Assignment. Contractor shall neither assign nor delegate its responsibilities under the Contract without the prior written consent of the Contracting Official. Amtrak shall neither assign nor delegate its responsibilities under this Contract without the prior written consent of Contractor.

13. Indemnification.

A. Contractor agrees to defend, indemnify and hold harmless Amtrak, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, , from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto, (including costs of defense and attorneys' fees), which any or all of them may hereafter incur, be responsible for or pay as a result of injury or death of any person, or damage to or loss of (including loss of use) any property, including property of the parties hereto, arising

out of or in any degree directly or indirectly caused by or resulting from (1) products or equipment supplied by Contractor, Contractor's officers, employees, agents, servants, subcontractors, representatives, (2) activities of, work, or Services performed by Contractor, Contractor's officers, employees, agents, servants, subcontractors, representatives or any other person acting for or with the permission of Contractor, or (3) Contractor's failure to perform its obligations in compliance with this Contract.

The indemnification obligation under this section shall survive the termination or expiration of the Contract.

14. Insurance. Contractor will continue to participate in the California Transportation Insurance Pool and will maintain coverage for a combined single limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Contractor shall also maintain excess insurance coverage in a combined single limit of liability of not less than four million dollars (\$4,000,000) per occurrence.

15. DBE. Contractor shall 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. Contractor shall not discriminate on the basis of race, creed, color, national origin, age, sex or sexual preference in the award and performance of Department of Transportation funded contracts.

16. Discrimination. In connection with the execution of this agreement, 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, sexual preference or citizenship status.

17. Rights And Remedies. Each of the rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. A party's failure to exercise any of its rights under the Contract shall not constitute a waiver of any past, present, or future right or remedy. No action or failure to act by a party shall constitute approval or a waiver of, a breach by the other party unless specifically agreed in writing. Waiver by a party of any breach by the other party shall not constitute a waiver of any other breach of the same or any other provision of the Contract.

18. Time is of the Essence. In the performance of this Contract time is of the essence.

19. Headings. The headings contained herein are inserted for convenience of reference only and in no way define, limit or extend the scope or intent of the Contract or any provision hereof.

20. Entire Agreement. This Contract, including all attachments, constitutes the entire

agreement of the parties. No other terms and conditions, or changes or modifications to the Contract shall be binding upon Amtrak unless agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

**SANTA CRUZ METROPOLITAN
PASSENGER
TRANSIT DISTRICT (CONTRACTOR)**

**NATIONAL RAILROAD
CORPORATION (AMTRAK)**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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. 32 (S.B.752), § 8, eff. March 30, 1994, operative April 1, 1994; Stats.1997, c. 253 (S.B.138), § 5; Stats.2002, 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).

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

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

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors 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.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Five firms submitted proposals for the District's review.
- A four member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a one-year contract be established with Ark Property Maintenance to provide janitorial services for the Scotts Valley Transit Center.

III. DISCUSSION

On March 1, 2004, District Request for Proposal, 03-13, was mailed to several janitorial maintenance firms and was legally advertised. On March 24, 2004 proposals were received and opened from five firms. These firms are listed and ranked in Attachment A. A four-member evaluation committee comprised of: David Konno, Facilities Manager; Margaret Gallagher, District Counsel; Bryant Baehr, Operations Manager; and Lloyd Longnecker, District Buyer have reviewed and evaluated the proposals.

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

Criteria	Priority
Price	1
Qualifications and Experience	2
References	3

Based on the above criteria, the selection committee is recommending that a contract be established with Ark Property Maintenance to provide janitorial services for the Scotts Valley Transit Center for an amount not to exceed \$ 19,000. Contractor will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Facilities Maintenance operating budget for this service.

V. ATTACHMENTS

Attachment A: Ranking of Proposals

Attachment B: Contract with Ark Property Maintenance

Note: The Request for Proposals (RFP) and its exhibits and addendums are available for review at the Administration Office of METRO or online at www.scmted.com.

**List and Ranking of Janitorial Service Companies
Responding to District RFP No. 03-13**

- 1. Ark Property Maintenance, Santa Cruz, California**
- 2. Blue Dolphin Café, Scotts Valley, California**
- 3. Clean Building Maintenance, Santa Cruz, California**
- 4. Ampac Building Maintenance, Monterey, California**
- 5. Mosley Property Maintenance Service, Santa Cruz, California**

**CONTRACT FOR JANITORIAL SERVICES FOR THE
SCOTTS VALLEY TRANSIT CENTER (03-13)**

THIS CONTRACT is made effective on May 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and ARK PROPERTY MAINTENANCE ("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 Janitorial Services for the Scotts Valley Transit Center

District has the need for Janitorial Services for the Scotts Valley Transit Center. In order to obtain these services, the District issued a Request for Proposals, dated March 1, 2004, 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 Janitorial Services for the Scotts Valley Transit Center and whose principal place of business is Santa Cruz, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Janitorial Services for the Scotts Valley Transit Center, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On May 28, 2004, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Janitorial Services for the Scotts Valley Transit Center described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated March 1, 2004

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

Contractor's Proposal to the District for Janitorial Services for the Scotts Valley Transit Center, signed by Contractor and dated March 24, 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 March 1, 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 March 1, 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 \$1,500 per month for services performed. 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 \$19,000 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 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

Ark Property Maintenance
P O Box 2556
Santa Cruz CA 95063
Attention: Raymond Terry, 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
ARK PROPERTY MAINTENANCE

By _____
Raymond Terry
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

RFP NO. 03-13

Request for Proposals for Janitorial Services for the Scotts Valley Transit Center

Date Issued: March 1, 2004

Proposal Deadline: 5:00 P.M., March 24, 2004



Contents of this RFP

- I. Instructions to Offerors
- II. General Information Form
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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 Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

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

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

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

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

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

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

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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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 FOR JANITORIAL SERVICES AT THE SCOTTS VALLEY TRANSIT CENTER

1. INTRODUCTION

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The provision of Janitorial Services at the Scotts Valley Transit Center (SVTC) shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Request for Proposal (RFP). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the RFP. All janitorial services provided as a result of this RFP shall be as per best commercial practices.

2. GENERAL INFORMATION

SVTC is located adjacent to the Scotts Valley Roller Rink on Kings Village Road, Scotts Valley, California. Current SVTC (lobby and restrooms) days and hours of operation are: Monday through Friday: 6:00am to 6:00pm. Building areas will be opened and closed by the District's lobby tenant.

3. MINIMUM WORK REQUIREMENTS

3.1 RESTROOMS (minimum of four times daily – 8am/11am/4pm/7pm)

- 3.1.1 Clean restrooms. Keep restrooms in an orderly and clean state.
- 3.1.2 Clean and sanitize toilets and sinks.
- 3.1.3 **Provide** and stock restroom supplies as needed.
- 3.1.4 Clean fixtures (e.g., hand dryer, trash receptacles).
- 3.1.5 Empty trash receptacles and women's sanitary napkin container.
- 3.1.6 Scrub and sanitize walls. Remove mold from tiles.
- 3.1.7 Clean mirrors.
- 3.1.8 Sweep and mop floors.
- 3.1.9 Scrub doors and partitions and polish metal surfaces.
- 3.1.10 Scrub entry doors and adjacent areas.
- 3.1.11 Remove all graffiti immediately. If unable to remove, report to Facilities Maintenance (see item 3.4.3 below).

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

- 3.2.1 Keep public Transit Center lobby in an orderly and clean state
- 3.2.2 Empty trash receptacles.
- 3.2.3 Spot mop floor (use "Wet Floor" signs as necessary).
- 3.2.4 Safety-check auto doors.
- 3.2.5 Remove all graffiti and posters from lobby.
- 3.2.6 Clean interior glass and doors.
- 3.2.7 Clean interior ledges.
- 3.2.8 Clean benches, tables, and chairs.
- 3.2.9 Sanitize public conveniences, e.g., drinking fountains and pay phones.

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

- 3.3.1 Empty parking lot trashcans and recycling cans.
- 3.3.2 Make sure pedestrian areas are kept clean and safe.
- 3.3.3 Remove trash from landscaping and sidewalk area.
- 3.3.4 Clean sidewalk area around facility (**minimum two times weekly, and as needed to maintain cleanliness – in evenings**). Steam cleaning or pressure washing preferred and in accordance with District’s storm water pollution prevention program.

3.4 OTHER DUTIES

Report any problems to the District’s Facilities Maintenance Department at 426-6080 ext. 117. Leave a message if calling when the office is closed.

- 3.4.1 See that all doors to facility, clocks, and lighting are functioning properly. Contact the Facilities Department if there are any problems.
- 3.4.2 Make sure all trash receptacles are clean and in good condition; report all damage.
- 3.4.3 **Report immediately** any vandalism, or any graffiti that cannot be removed from walls, benches, or signage, including the bus and public parking areas of the facility.

4. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 4.1 Interested contractors may contact David Konno, Manager of Facilities Maintenance Department to arrange for a pre-proposal walk-through of the job site.
- 4.2 Contractors must specify on their proposal any aspects of the specifications that they do not intend to cover or perform as part of their offer.
- 4.3 Work is to be performed by a fully licensed and insured business owner. Work shall be performed in a manner that complies with all existing federal, state, and local construction and environmental codes, and with the District Hazards Communication Program and Injury Prevention Program. Material Safety Data Sheets (MSDS) shall be provided for all applicable chemicals and materials to be brought on to District property.
- 4.4 The work area shall be cleared of all materials and refuse upon completion of work. All debris and refuse shall be the property of the Contractor, who shall dispose of it properly, in compliance with all federal, state, and local requirements.
- 4.5 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District. 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.

5. PROPOSAL FEE

Offeror shall submit a firm fixed monthly lump sum fee for janitorial services required. Monthly lump sum fee shall include all costs, including labor, materials, janitorial supplies, freight, applicable taxes, and travel. Offeror shall provide a separate hourly rate schedule for unscheduled additional janitorial maintenance. Rates quoted shall remain firm for a period of one year from the effective date of the contract. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms. Rate increases may be negotiated for the option year terms so long as the increase does not exceed the annual percent change of the Consumer Price Index (CPI) for the San Francisco, Oakland, and San Jose area. CPI increase shall apply to extension years only.

6. REJECTION OF PROPOSALS

Failure to meet the requirements for the Request for Proposals will be cause of 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 Balance of the Proposal 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.

7. MINIMUM PROPOSAL REQUIREMENTS

- 7.1 Description of Work Proposed - Firm shall provide a description of the approach to the tasks outlined in "Part II – Work Requirements and Specifications" and provide a work program, including any support required by the District.
- 7.2 Experience & Qualifications - This section should provide a summary description of the Contractor’s overall qualifications for this contract.
- 7.3 References - Prospective Contractor shall provide a list of other customers for which they have provided similar services within the past twenty-four months, including contact names, addresses and telephone numbers.
- 7.4 Cost Proposal –Proposals should include a monthly rate to provide services specified. This rate shall remain firm for a one-year period.
- 7.5 Insurance - The District requires minimum levels of insurance as specified in the General Conditions of the Contract. Contractor shall provide Certificates of Insurance in accordance with these requirements.
- 7.6 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. EVALUATION CRITERIA

Submitted proposals shall be reviewed, evaluated and ranked by an evaluation committee comprised of District staff. Final selection shall be based upon the following considerations:

Criteria	Points Possible
Qualifications/Experience - an evaluation of the quality of the proposed staff and the skills and availability of substitute staff.	30
References.	20
Price – Offerors Price Proposal	50
Total Points Possible	100

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 JANITORIAL SERVICES FOR THE SCOTTS VALLEY TRANSIT CENTER (03-13)

THIS CONTRACT is made effective on May 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 Janitorial Services for the Scotts Valley Transit Center

District has the need for Janitorial Services for the Scotts Valley Transit Center. In order to obtain these services, the District issued a Request for Proposals, dated March 1, 2004, 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 Janitorial Services for the Scotts Valley Transit Center and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Janitorial Services for the Scotts Valley Transit Center, 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 Janitorial Services for the Scotts Valley Transit Center described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated March 1, 2004

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

Contractor's Proposal to the District for Janitorial Services for the Scotts Valley Transit Center, signed by Contractor and dated March 24, 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 March 1, 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 March 1, 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. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a 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

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

JANITORIAL SCHEDULE

FOR SCOTT'S VALLEY TRANSIT CENTER

SCOTT'S VALLEY, CA. /120 Du BOIS STREET, SANTA CRUZ, CA. 95060

RESTROOMS: (THERE ARE (2) RESTROOMS IN THE CLEANING AREAS)

CLEAN & SANITIZE, TOILETS, SINKS

CLEAN MIRRORS AND COUNTERTOPS

CHECK PAPER SUPPLIES (SOAP ?) FILL AS NEEDED

EMPTY TRASH CONTAINERS, REPLACE WASTE LINERS AS NEEDED

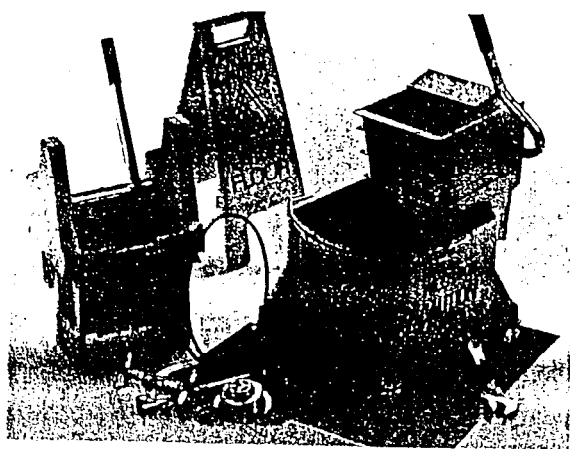
SWEEP OR DUST MOP FLOORS

CLEAN DOORS AND WALLS AS NEEDED

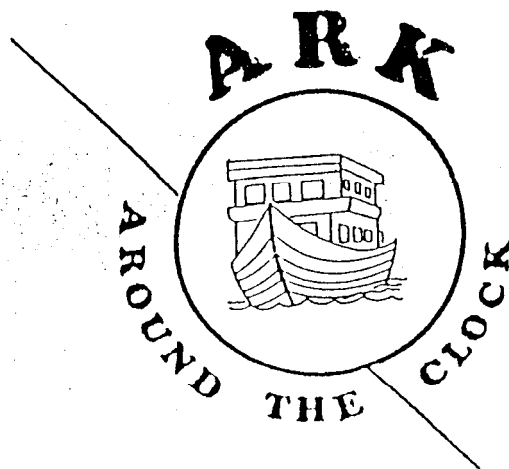
DUST WINDOWSILLS

REMOVE COBWEBS, AROUND CEILING AND CORNERS

DAMP MOP FLOORS



Mop Bucket and Wringer



SANO BRITE(CLEANS* BRIGHTENS* DEODORIZES)

SANO BRITE IS A HIGHLY EFFECTIVE CLEANER WITH A BEAUTIFUL FRAGRANT AROMA.

SANO BRITE CLEANS, DEODORIZES AND BRIGHTENS ALL IN ONE EASY STEP, A TRULY STATE- OF- THE- ART" CLEANING PRODUCT.

SANO BRITE CLINGS TO VERTICAL SURFACES AND REMOVES HARD WATER DEPOSITS, SCALE, LIME; SOAP SCUM, AND VARIOUS OTHER DEPOSITS AND DISCOLORATIONS.

ALL PORCELAIN; TILE AND CHROME SURFACES WILL BE CLEAN, BRIGHT AND DEODORIZED.

SANO BRITE CONTAINS NO ABRASIVES WHICH CAN SCRATCH LIKE SCOURING POWDER. WE ArK PROPERTY MAINTENANCE, USE SANO BRITE TO CLEAN AND BRIGHTEN:

- | | | |
|-------------|--------------------|--------------------|
| DOORS | DRINKING FOUNTAINS | COUNTER TOPS |
| WALLS | WASHROOM FIXTURES | TOILET BOWLS, ETC. |
| F L O O R S | SINKS | SHOWER WALLS |
| WASH BASINS | BATHTUBS | CERAMIC TILE |

(ALL SURFACES WILL BE BRIGHT AND CLEAN,)

* ALL NON CARPET AREAS:

EMPTY TRASH CONTAINERS, REPLACE WASTE LINERS (AS NEEDED)

DUST ALL DESK, TABLES, CHAIRS, WINDOWSILLS, COUNTERTOPS,

PICTURES ON TABLES AND PICTURES ON THE WALLS.

REMOVE COBWEBS- AROUND CEILING AND CORNERS(AS NEEDED)

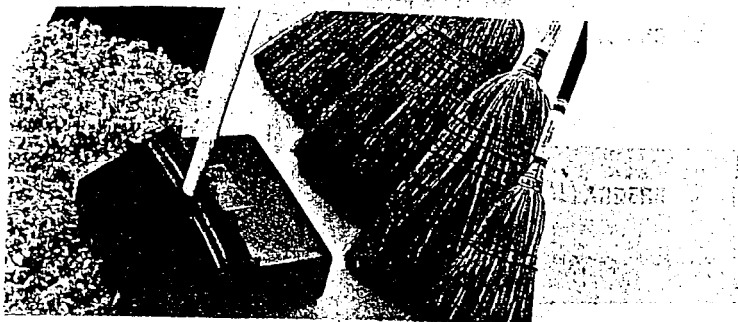
CLEAN DOORS AND WALLS (AS NEEDED)

DUST AND CLEAN ALL RETURN AIR VENTS (AS NEEDED)

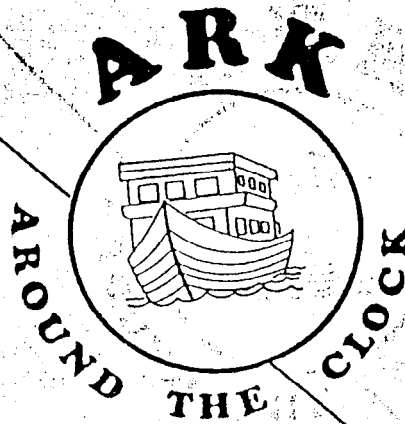
SWEEP OR DUST MOP FLOOR

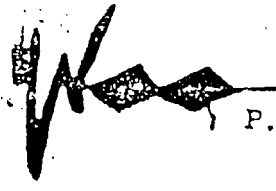
MOP FLOOR

* PHONE) WE WILL CLEAN AND DISINFECT ALL PHONES AND PHONE
RECEIVERS.



Brooms and Dust Pans

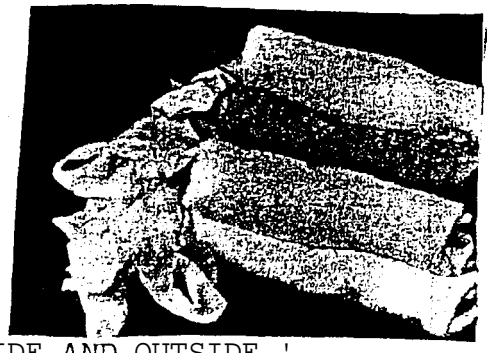




ARK PROPERTY MAINTENANCE

"Always Ready to Clean"
P. O. BOX 2556 SANTA CRUZ, CA. 95063

426-7660



* WINDOWS /AND O R GLASS DOORS

ALL WINDOWS, WILL BE WASHED AND CLEANED INSIDE AND OUTSIDE.'

WATER

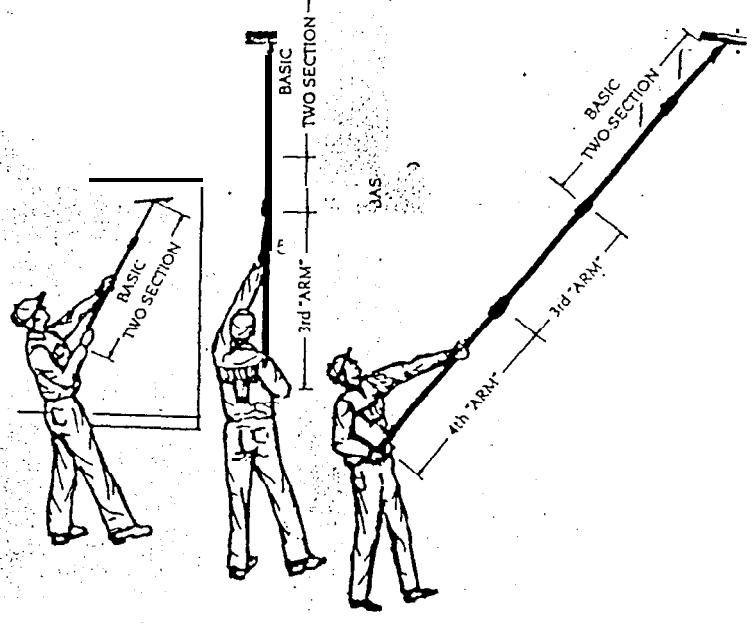
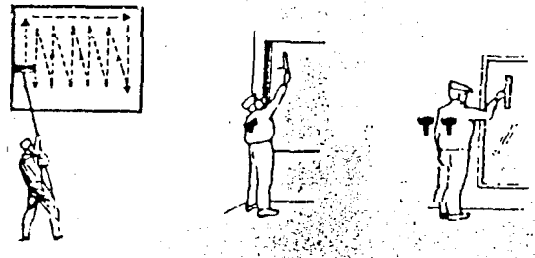
TELESCOPIC EXTENSION POLES

WINDOW CLEANER

CLEANING TOWELS

WINDOW SQUEEGEE

LADDER OR LADDERS(IF NEEDED



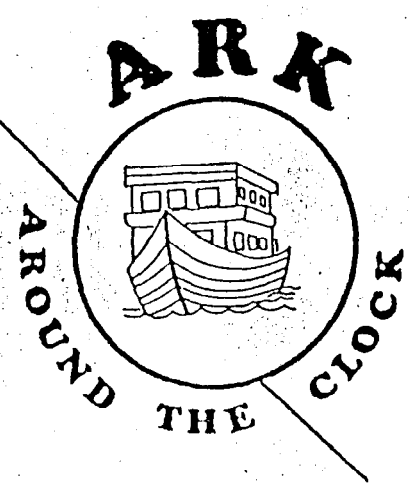
WASHING & WETTING

SCRAPING TOOLS

SQUEEGEEING TOOLS

EXTENSION POLES

LADDERS





"Always Ready to Clean"

P. O. BOX 2556 SANTA CRUZ, CA. 95063

426-7660

* WINDOW CLEANER (NO- HAZE GLASS CLEANER)

NO- HAZE IS A SPECIALLY PREPARED < READY-TO- USE GLASS AND SURFACE CLEANER. JUST POUR NO- HAZE INTO A SPRAY BOTTLE AND START CLEANING.

ITS ALCOHOL AND DIRT- CUTTING SOLVENTS REMOVE SMOKE, HAZE, TAR- LIKE SOILS, FINGERPRINT&AND OTHER DEPOSITS. EVAPORATES QUICKLY AND LEAVES ALL SURACES BRIGHT AND SPARKLING- NO LEFTOVER FILM TO ATTRACT DUST OR DIRT PARTICLES. PLEASANT FRAGRANCE COVERS SMOKE AND MALODORS.

PINK IN COLOR.

USE 'ON:

- | | | |
|---------------|-----------------|------------------------------|
| GLASS DOORS | WINDOWS | LIGHT FIXTURES |
| CONTERTOPS | TABLE TOPS | PICTURES |
| CHROME | VINL UPHOLSTERY | STAINLESS' STEEL |
| CERAMIC TILE | ALUMINUM | ENAMELED ANDPAINTED SURFACES |
| A PPL IA NCES | DISPLAY CASES | BATH FIXTURES |
| MIRRORS | FORMICA | PORCELAIN |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/11/04

PRODUCER VITALE INSURANCE AGENCY 4067 CORY STREET SUITE 1 SOQUEL, CA 95073 P: 831-462-9222 F: 831-462-9299	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED RAYMOND TERRY DBA: ARK PROPERTY MAINTENANCE P.O. BOX 2556 SANTA CRUZ CA 95060-	INSURERS AFFORDING COVERAGE INSURER A: ALLIED INSURANCE COMPANIES INSURER B: PREFERRED EMPLOYERS INSURER C: INSURER D INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ACP7800078820	9/9/03	9/9/04	EACH OCCURRENCE \$ 300,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERM DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STAT. LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADOED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER SCOTTS VALLEY TRANSIT CENTER 120 Du BOIS STREET, SANTA CRUZ, CA. 95060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>010</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Frank Vitale</i>
---------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Frank Vitale Insurance Agency
AUTO • LIFE • HOME • HEALTH • BUSINESS



4067 CORY STREET
SOQUEL, CALIFORNIA 95073
PHONE (408) 462-9222
FAX (408) 462-9299

October 22, 1991

Raymond Terry
DBA: ARK Property Maintenance
P.O. BOX 2556
Santa Cruz, California 95063

Dear Ray,

As per our conversation of Monday, October 21st, 1991; since your wife Michelle works with you in your business, she would be excluded from Workers Compensation coverage. This would also apply to any children that reside in your household. Therefore, Workers Compensation would not be necessary unless you hire any employees other than those listed above.

If you have any questions in regards to this matter, please give me a call.

Sincerely yours,

Frank Vitale
Frank Vitale

FV/dr

ARK PROPERTY MAINTENANCE

"Always Ready to Clean"

P. O. BOX 2555 SANTA CRUZ, CA. 95063

425-7660

General Information

Company Information

Year firm established: 1987

Number of employees: 7

References

<u>Company Name</u>	<u>Contact Name</u>	<u>Phone Number</u>
A. <u>BERGER/LEWIS</u>	<u>FRANK MINUTI</u>	<u>831)423-6500</u>
B. <u>BASKIN & GRANT</u>	<u>HEIDI SIMONSON</u>	<u>831)425-8999</u>
C. <u>UNIVERSAL AUDIO</u>	<u>TOM YAGER</u>	<u>831)466-3737</u>

Recycled Products

environmentally friendly products — firm will use: 1. SANO BRITE (CLEANS-BRIGHTENS-DEODORIZ

2. EXTRACTO GUARD (SUPER CONCENTRATED CARPET CLEANER&PROTECTOR
3. WINDOW CLEANER (NO-HAZE GLASS CLEANER.

License

Licensed in accordance with an act providing for the registration of Contractors:

License Number: N4719491

License Type: CLASS C

Expiration Date: 08/27/05

The undersigned, under penalty of perjury, declares not to be a party with other bidder or bidders to an agreement to bid a fixed or uniform price in connection with this bid.

ARK PROPERTY MAINTENANCE

Company

Raymond Terry
Signature of Authorized Representative

ARK PROPERTY MAINTENANCE

"Always Ready to Clean"

P.O. BOX 2556 SANTA CRUZ, CA. 95063

426-7660

ALL MATERIALS AND LABOR WILL BE FURNISHED BY ARK PROPERTY MAINTENANCE.

BOTH PARTIES SHALL HAVE THE RIGHT TO CANCEL WITH WRITTEN TEN DAY NOTICE OF INTENT TO TERMINATE THE CONTRACT.

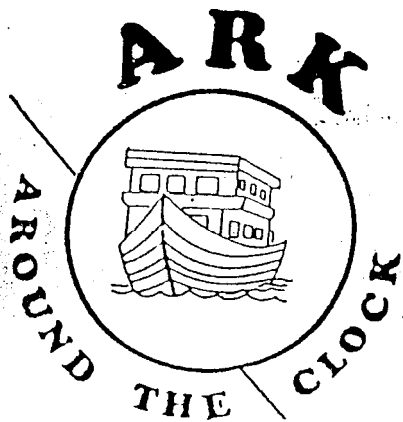
ARK PROPERTY MAINTENANCE IS AN INDEPENDENT CONTRACTOR AND IN NO WAY SHOULD THEIR RELATIONSHIP WITH (SCOTTS VALLEY TRANSIT CENTER, 120 Du BOIS STREET, SANTA CRUZ, CA. 95060

BE VIEWED AS AN EMPLOYER / EMPLOYEE RELATIONSHIP.

ARK PROPERTY MAINTENANCE WILL BE SOLELY RESPONSIBLE FOR THEIR OWN TAXES, INSURANCE AND WORKERS COMPENSATION AS AN INDEPENDENT CONTRACTOR AND FOR ANY EMPLOYEES OF ARK PROPERTY MAINTENANCE.

THE RATE FOR THE CLEANING SERVICE WILL BE \$ 1,500.00

PER MONTH.



ARK PROPERTY MAINTENANCE
Raymond A. Terry
RAYMOND A. TERRY (OWNER)

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

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME (ARK PROPERTY MAINTENANCE _____
 DBE GOAL FROM CONTRACT _____
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____


CONTRACTOR'S ADDRESS POBOX 2556 SANTA CRUZ, CA.

 _____ (95063)
 PROPOSAL AMOUNT \$ 1,500.00 (PER MONTH.
 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

4/26/04

 DATE

AREA CODE/TELEPHONE **(831) 426-7660**

(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 \$ _____ %

the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

7. MINIMUM PROPOSAL REQUIREMENTS

- 7.1 Description of Work Proposed - Firm shall provide a description of the approach to the tasks outlined in "Part II -- Work Requirements and Specifications" and provide a work program, including any support required by the District.
- 7.1 Experience & Qualifications - This section should provide a summary description of the Contractor's overall qualifications for this contract.
- 7.3 References - Prospective Contractor shall provide a list of other customers for which they have provided similar services within the past twenty-four months, including contact names, addresses and telephone numbers.
- 7.4 Cost Proposal --Proposals should include a monthly rate to provide services specified. This rate shall remain firm for a one-year period.
- 7.5 Insurance - The District requires minimum levels of insurance as specified in the General Conditions of the Contract. Contractor shall provide Certificates of Insurance in accordance with these requirements.
- 7.6 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. EVALUATION CRITERIA

Submitted proposals shall be reviewed, evaluated and ranked by an evaluation committee comprised of District staff. Final selection shall be based upon the following considerations:

Criteria	Points Possible
Qualifications/Experience - an evaluation of the quality of the proposed staff and the skills and availability of substitute staff.	30
References.	20
Price -- Offerors Price Proposal	50
Total Points Possible	100

THERE IS NOT A CONFLICT OF INTEREST.

Raymond T. ...

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

2.0 I Termination for Convenience

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

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

I will ACCEPT THESE TERMS.
Raymond Ter owner.

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.

2.07 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 2.0 1 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

3.0 I 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 3.0 I) 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: May 28, 2004
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel

- 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 A NEW 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 FACING THE TRANSIT CENTER**

I. RECOMMENDED ACTION

- 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. Authorize the General Manager to execute any necessary documents in order to facilitate the furtherance of the Via del Mar Project.**
- 4. 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**
- 5. Review Site Plans for the Transit-Oriented Project and the Building Elevation for that portion of the project facing the Transit Center**

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. At this juncture, the City of Watsonville wants to combine the two parcels owned by METRO in order to issue the building permit. Additionally, there are other documents that need to be executed by the owner of the property to facilitate the project.
- Mid-Peninsula is requesting 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.

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. At that time the staff was directed to consider whether leasing the property for a transit related project would be advantageous to the Transit District.

In August of 2000, the METRO Board of Directors authorized the General Manager to execute a 99-year Lease with the City of Watsonville for the Alexander properties located adjacent to the Watsonville Transit Center. 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. acting as 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 an 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.

On July 25, 2003, Santa Cruz METRO Board of Directors granted in concept a restricted right-of-way to P.G. &E. so that it would be able to access a transformer to be located on the Project but will only be accessible via the Watsonville Transit Center. Because the actual location of the right-of-way and the proposed agreement have not been prepared, this issue will be reviewed in June 2004, at a Board meeting although the P.G. & E. representative is unable to be present any of the June Board meetings.

At the July 25, 2003, Board meeting the Board of Directors authorized the General Manager to grant the Mid-Peninsula Housing Coalition (the Farm) a license for use of the Watsonville Transit Center's dumpster area for trash and recyclable collections. Because MP Transit Center Associates is the entity who actually is subleasing the properties, the Board of Directors, should it wish to go forward with this arrangement, would need to approve the License Agreement featured in Attachment A. If approved by the Board of Directors, the General Manager will execute the Agreement.

In order to begin construction on the Project, the City of Watsonville is requiring the merging of the two parcels into one before the issuance of a building permit. Attachment B is the Land Division Application and other related documents. If approved by the Board of Directors, it will be executed by the General Manager and forwarded to the appropriate City of Watsonville personnel. This application will be submitted to the City of Watsonville with a new legal description. Mid-Peninsula had a surveyor prepare a new legal description and map, which will be submitted with the Application. These documents are attached as Attachment C. 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 at the METRO's Administrative Offices. Ms. Barr has indicated that there will probably be other documents that will require the owner's signature. As part of the action items, METRO staff is requesting that the general manager be given authority to execute all necessary documents to facilitate this project.

According to Ms. Barr, the current sidewalk on the south side of the Watsonville Transit Center sits on both properties and runs from Rodriguez Street to the trash enclosure. However, the driveway from the Transit Center to the leased property interrupts it. Mid-Peninsula is requesting permission to demolish the portion of the current section of sidewalk and driveway that sit on Transit Center property and to replace it with a continuous sidewalk from Rodriguez to the northwest corner of the leased parcel. Attachment D is the proposed License Agreement for the Demolition and Reconstruction of the Sidewalk, which needs to be approved in order to facilitate this request.

A complete set of the construction specifications of the Via Del Mar Project is available for review at the METRO's Administration Offices. Attachment E is Building IV-North Elevation, (Facing Transit Center).

IV. FINANCIAL CONSIDERATIONS

METRO has not been required to fund this project. METRO staff has utilized its time in reviewing documents and preparing reports and other documents.

V. ATTACHMENTS

- Attachment A:** License Agreement for use by the Farm for trash and recyclable collection.
- Attachment B:** Proposed Land Division Application and other related documents
- Attachment C:** Legal Description and Map of Via del Mar
- Attachment D:** Proposed License Agreement for the Demolition and Reconstruction of the Sidewalk
- Attachment E:** Building IV-North Elevation, (Facing Transit Center)

SITE ACCESS LICENSE AGREEMENT
415 RODRIGUEZ STREET, WATSONVILLE, CALIFORNIA
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AND
MP TRANSIT CENTER ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

The Santa Cruz Metropolitan Transit District (“METRO”), 370 Encinal, Suite 100, Santa Cruz, California hereby grants to MP Transit Center Associates, a California Limited Partnership (the “Partnership”), 658 Bair Island Road, Suite 300, Redwood City, CA 94063, for use by Via del Mar, a transit oriented community (“Via del Mar”), under this license agreement (the “Agreement”) a License under the following terms and conditions:

1. Personnel designated by the Partnership, and identified as such to METRO, shall have the right to enter the property located at 425 Rodriguez Street, Watsonville, California, and specifically described as the Watsonville Transit Center (“Transit Center”) to move two three-yard trash dumpsters from Via del Mar to and from the trash enclosure located at the Transit Center for the sole purpose of garbage collection. The access route to and from the trash enclosures shall be prescribed by METRO and is attached as Exhibit A. METRO may change or modify this route by providing the Partnership twenty-four (24) hours notice of the new route. The dumpsters shall only be moved to METRO’s trash enclosure one (1) business hour before the scheduled collection and must be removed within three (3) hours after collection. METRO shall be notified in writing of the day and time of collection at the commencement of this license agreement and within 48 hours of receipt of notice by the Partnership of any change. The Partnership shall be solely responsible for all costs and fees associated with the Partnership’s trash collection.
2. Personnel designated by the Partnership, and identified as such to METRO, shall have the right to enter the Transit Center walkway in order to leave materials for recycling for collection by the City of Watsonville. The Partnership may traverse the Transit Center walkway to place the recyclables on the Partnership property one business hour before the collections and shall remove any and all receptacles within three (3) hours after the collection. METRO may modify this route by providing the Partnership with twenty-four (24) hours written notice of the new route. The Partnership shall provide written notification to METRO of the time, date and place of collection of the recyclables at the commencement of this license agreement and within forty-eight (48) hours of receipt of notice of any change. The Partnership shall be solely responsible for all costs and fees associated with the Partnership recycling collection.
3. In moving the dumpsters and the recycling materials as described above, the Partnership shall not interfere with any transit or business operation located at the Transit Center including but not limited to bus routes and schedules, passenger, customer, and tenant access to, from and throughout the Transit Center and METRO’s own use of its trash enclosure. The Partnership will pay for any charges or expenses resulting from any blockage by the Partnership of the Watsonville Transit Center’s dumpsters that prevents disposal, or causes damages of any kind or nature to be assessed against METRO.

4. The Partnership shall maintain METRO's trash enclosure in good condition and free from any garbage, rubbish and stains. Should the Partnership and/or its trash dumpsters cause any spills, rubbish, garbage or stains to be located at or near the trash enclosure at the Transit Center, the Partnership shall be responsible for the clean up related thereto. If clean up does not occur within one hour of the later of (a) the occurrence as described herein or (b) notice of the same from Metro, METRO may cause the clean up to occur and shall bill the Partnership for any and all costs. The Partnership shall pay such costs and expenses within fifteen (15) days of receipt of the bill therefore. Additionally, the Partnership shall maintain METRO's trash enclosure so as not to encumber any of METRO's receptacles stored therein.
5. This License shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
6. This License shall be effective as of the date of the Partnership's receipt of a certificate of occupancy from the City of Watsonville for the housing development to be constructed on the Partnership's property (the "Effective Date") and thereafter may be terminated at will by METRO upon five (5) business days' notice to the Partnership, for any reason.
7. This License shall be governed by the laws of the State of California.
8. The Partnership shall exonerate, indemnify, defend, and hold harmless METRO (which shall include, without limitation, its directors, officers, agents, employees and volunteers) and the property of METRO from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO 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, arising out of, or in any manner connected with the grant of this License or the Partnership's use of the Transit Center under the terms of this License including any condition of the Transit Center or any portion thereof over which the Partnership has control and/or a duty to repair and/or maintain under the terms of this License. Such indemnification includes any damage to the person(s), or property (ies) of the Partnership and third persons.
9. The Partnership further agrees to take out and keep in force during the term hereof, at the Partnership's expense, public liability insurance, and property damage insurance, with a company or companies satisfactory to METRO to protect METRO against any liability incident from the Partnership's use of, or resulting from, any accident or occurrence pursuant to the exercise of this License, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
10. All public liability insurance and property damage insurance shall insure performance by the Partnership of the indemnity provisions set forth herein. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify METRO in writing at least thirty (30) days prior thereto, and the Partnership agrees, if the Partnership does not keep such insurance in full force and effect, that METRO may, at its option either terminate this License, or purchase the necessary insurance and pay the premium, and the repayment thereof shall be deemed due and owing to METRO within

fifteen (15) days of the Partnership's receipt of a written request therefore. The Partnership shall have the insurance carrier(s) also notify METRO thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify METRO of any modification, the Partnership shall do so upon receiving notice of such modification. The Partnership agrees that METRO shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of METRO shall be provided. The Partnership shall furnish METRO with evidence of insurance satisfactory to METRO upon execution of this License and at such times as METRO deems appropriate. Said policy or policies shall further provide that any insurance carrier of METRO's shall be excess insurance only, as to the liability insured thereby.

11. METRO may increase or decrease the amount of public liability and property damage insurance required, based upon a general review by METRO of the standard insurance requirement as determined by the Board of Directors of METRO to be in the public interest. Changes in insurance amounts shall occur not more frequently than once a year.
12. METRO is not responsible for the acts or omissions of third parties against the Partnership.
13. The Partnership shall provide proof of insurance evidencing at least the minimum levels of coverage described herein on or before the Effective Date and thereafter on an annual basis or at such times as METRO requests such proof of insurance.
14. All insurance required under this License shall:
 - a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A++XV, as rated in the most recent edition of Best's Insurance Reports.
 - b. Be issued as a primary policy.
 - c. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
 - d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be delivered to Metro at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.
15. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees 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.

16. This Agreement, together with all subordinate and other documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.
17. The Partnership 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 its obligations under this Agreement.
18. In connection with this Agreement the Partnership and METRO shall not discriminate on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability or permit discrimination against any person or group or persons in any manner prohibited by Federal, State or local laws.
19. The Partnership and METRO agree to 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 to the extent applicable to this Agreement.
20. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
21. The Partnership shall not assign or transfer any interest in this contract without prior written consent of METRO. Any attempted assignment or transfer shall be void.
22. Time is of the essence in this Agreement.
23. Each party has full power and authority to enter into and perform this contract and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this contract, understands it, and agrees to be bound by it.

SIGNATURES:

“METRO”

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Dated: _____

By: _____

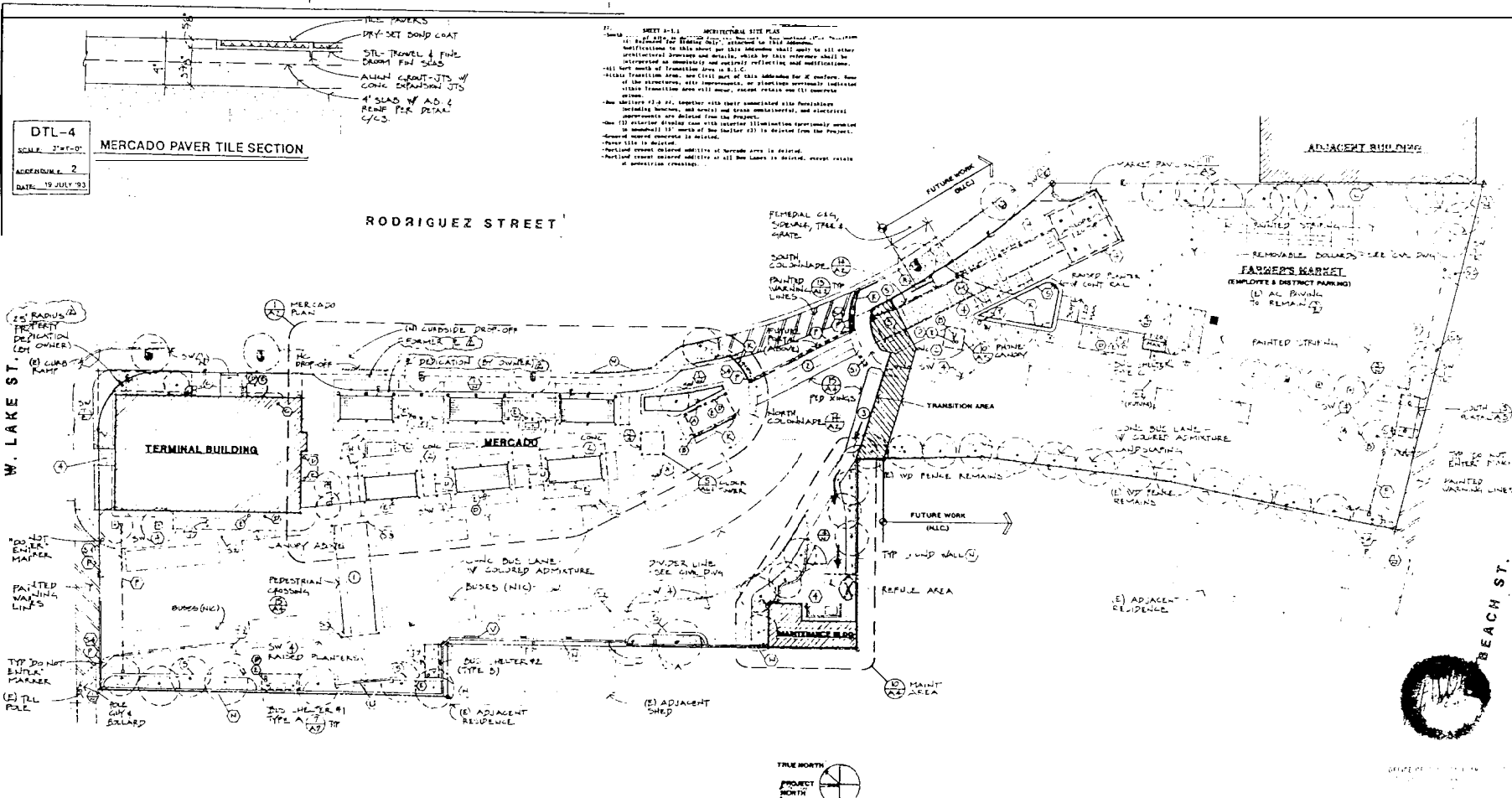
Leslie White, General Manager

“THE PARTNERSHIP” MP TRANSIT CENTER ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: Mid-Peninsula The Farm, Inc., its general partner

Dated: _____

By: _____
Fran Wagstaff, Assistant Secretary



DTL-4
 SCALE: 3/4"=1'-0"
 APPROPRIATE: 2
 DATE: 19 JULY 93

MERCADO PAVEMENT TILE SECTION

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE ORDINANCES.
 2. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
 3. ALL UTILITIES SHALL BE LOCATED AND DEPTH NOTED PRIOR TO CONSTRUCTION.
 4. ALL EXISTING UTILITIES SHALL BE PROTECTED AND REPAIRED AS NECESSARY.
 5. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE ORDINANCES.
 6. ALL CONCRETE SHALL BE 3000 PSI STRENGTH WITH 4% STEEL FIBERS.
 7. ALL FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 9. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE.
 10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

SITE PLAN

KEY TO GRAPHIC SYMBOLS:

- ☐ ENCLOSED STRUCTURE
- ☐ LANDSCAPING
- ① 6" OR 8" CONC. SIDEWALK - SEE CIVIL DWG (TYP)
- ② 4" OR 6" CONC. FIN. CONC. SIDEWALK - SEE CIVIL DWG (TYP)
- ③ 12" OR 18" CONC. SIDEWALK - SEE CIVIL DWG (TYP)
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- ① LANE DELIMITATION SIGN - SEE CIVIL DWG FOR DETAILS
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NOTE: FOR ALL DETAILS REFER TO CIVIL DWG 4 & 5. SEE CIVIL DWG 4 & 5 FOR ALL DETAILS. SEE CIVIL DWG 4 & 5 FOR ALL DETAILS.

ARCHITECTURAL SITE PLAN
 INTERMODAL TRANSFER FACILITY
 SAN JOSE, CALIFORNIA

PREPARED BY:
 ROBERT D. CORBETT
 ARCHITECT AIA
 1000 MARKET STREET, SUITE 200
 SAN JOSE, CALIFORNIA 95128
 (408) 281-1234

CONTRACT SURETY COORDINATOR:
 PRUDENTIAL BURLINGTON, CA

PROJ. NO. 9307
 SHEET NUMBER
 A-1

City of Watsonville
Community Development: Department
250 Main Street
PO Box 5000
Watsonville, CA 95077
(83 1) 7284018

FOR STAFF USE ONLY	
File No.	_____
Receipt No.	_____
Date Paid	_____

LAND DIVISION APPLICATION

INSTRUCTIONS TO APPLICANT

The following application form is provided for persons who propose to submit a Land Division Application with the City of Watsonville.

As an applicant, you must complete this form and incorporate all requested information, as prescribed by the application submittal requirements for each application, before the application is accepted for processing by the City of Watsonville Community Development Department.

A. Application for (check one):

- LOTLINE ADJUSTMENT
- VARIANCE TO IMPROVEMENT STANDARDS
- PRE-APPLICATION
- REVERSION TO ACREAGE
- MINOR LAND DIVISION (PARCEL MAP), TENTATIVE MAP
- SUBDIVISION MAP, TENTATIVE
- CERTIFICATE OF COMPLIANCE

B. Project Location

Street Address (if available): 124 W. Beach Street Community: Watsonville

Assessor's Parcel Number(s): 017-011-57 and 017-011-58

Approximately _____ -Feet North or South of _____

Approximately _____ -Feet East or West of _____

C. Project Description

Request to ^{merge} subdivide a total of .65 acres into parcels, the smallest being _____ net acres.

Current Zoning designation: CCA Current Master Plan designation: CC

Floodplain designation (from FIRM maps): 060357000 4 C

List any previous applications which have been filed on this site: NA

APPLICANT:

Name: M P Transit Center Associates
Address: 658 Bair Island Road #300 Redwood City, CA 94063
Telephone No: (831) 297-8000 Fax No: (831) 297-8010

OWNER:

Name: Santa Cruz Metropolitan Transit District
Address: 370 Encinal Street, Suite 100 Santa Cruz, CA 95060
Telephone No: (831) 426-6000 Fax No: (831) 426-6117

ENGINEER/REPRESENTATIVE:

Name: Baseline Surveyors, Inc.
Address: 201 Hoffman Avenue, Suite F Manteca, CA 95240
Telephone No: (831) 373-3293 Fax No: (831) 373-3294

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I/we am/arc the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application. I/we am/arc the legal owner(s) of said property; have read the foregoing Letter of Authorization and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in this application is true and correct.

OWNER(S) OF RECORD (Include extra sheets if necessary)

Printed Name Signature Date

Printed Name Signature Date

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I also certify that all plans and submittal requirements are in accordance with the California Statutes and Watsonville City Code, and have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. 1/4" = 1", 1/8" = 1") that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT/APPLICANT'S REPRESENTATIVE:

Printed Name Signature Date

CITY OF WATSONVILLE
CITY COUNCIL

Application No. PP2002-271

APNs: 017-01 1-57 and 58

Applicant: City of Watsonville and Mid-Peninsula
Housing Coalition

Hearing Date: January 28, 2003

FINAL SPECIAL USE PERMIT WITH DESIGN REVIEW CONDITIONS OF APPROVAL

General Conditions:

1. This Use Permit shall be null and void if not acted upon within 24 months from the effective date of the approval thereof. Time extensions may be granted **provided** the applicant requests same at least thirty (30) days in advance of the expiration of this Special Use Permit. This approval applies to plans titled "Beach Street Commons," received **by** the Community Development Department on January **8, 2003**. (CDD-P)
2. **After** approval is granted, modification to the project or to conditions imposed shall be considered in accordance with Section 14-I 0.609 of **the** City Zoning Ordinance. (CDD-P)
3. Approval is subject to making findings and supportive evidence in accordance with Section 14-I 0.607 of the City Zoning Ordinance with said Findings set forth in Exhibit A and made a part of this Special Use Permit with Design Review. (CDD-P)
4. The project shall be in compliance with **the** conditions of approval, all local codes and ordinances, appropriate development standards, and current City policies. Any deviation will be grounds for review by the City and may possibly result in revocation of the Special Use Permit with Design Review. (CDD-P, **B**)
5. The applicant shall make and note all revisions necessary to comply with all conditions of approval. The applicant shall certify in writing below the list(s) of conditions that the building plans **comply** with the conditions of approval. (CDD-P)
6. A **copy** of the final conditions of approval and the mitigation monitoring program must be printed on the front sheet of plans submitted for future permits. **Plans** without the **conditions of approval or the mitigation monitoring plan printed directly on the front** pages **will not be accepted at the plan check phase**. (CDD-P)
7. The applicant shall **be** responsible for informing **all** subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements of the Watsonville Municipal Code including the requirement that a business license be obtained by all entities doing business in the City. (CDD-P)

Attachment/Exhibit to:
Resolution No. 28-03 (CM)

- 33. Improvement plans shall include a note stating: "All solid waste generated inside Watsonville City Limits must be hauled from the site. of generation by the City of Watsonville Solid Waste Division. This includes all wastes generated at construction sites, excavation projects, land clearing, demolition, earthwork projects, remodels, grading and tenant improvement projects. Contact Robert **Ketley**, Solid Waste Division Manager, at (831) 728-6130 for further information." (PW)
- 34. The contractor shall comply with the Solid Waste **Service** Requirements for **Construction** Projects including submittal of a Solid Waste Service Plan with the improvement plans. (PW)
- 35. The applicant shall file for and, upon approval, record a boundary adjustment merging the two existing parcels into a single parcel (CDD-B, E)
- 36. The Rodriguez **Street** elevation of Building **B** shall be modified to provide additional visual relief to the satisfaction of the Community Development Department. Finalelevations and landscaping shall be reviewed by the City Council Landscaping subcommittee prior to final approval. (CDD-P)

During construction, the following conditions shall be adhered to:

- 37. Construction dust impacts shall be reduced to a less than significant level by the following measures:
 - a. Earth moving or other dust producing activities shall be avoided during periods of high winds.
 - b. Equipment and manual watering shall take place for all stockpiles and exposed or disturbed soil surfaces as necessary to reduce airborne dust emissions.
 - c. The construction area and adjacent streets shall be swept to minimize mud and debris from construction activities. (PW)
- 38. Noise-generating construction equipment, including truck traffic arriving and departing the site, shall not occur between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, prior to 8:00 a.m. or **after 5:00** p.m. on Saturdays, or prior to **10:00** a.m. or after **4:00** p.m. on Sundays. A sign shall be posted at a conspicuous location near the main entry to the site prominently displaying these hour restrictions. (PW)
- 39. All construction equipment powered by internal combustion engines shall be properly muffled and maintained. All stationary noise generating construction equipment such as air compressors shall be located as far **as** practical from the existing residences. Such equipment shall be acoustically shielded where possible. The prudent selection of equipment along with the use of proper mufflers should result in maximum **construction-related** noise generated by a particular piece of equipment of no more than 85 **dba** when measured at a distance of 50 feet from the piece of equipment operating at its noisiest mode. (PW)
- 40. The property owners are subject to compliance with all applicable regulations governing the disposal, use, storage, and transportation of hazardous materials including: local fire codes; the Hazardous Materials Transportation **Act**; the California Health and Safety Code;

P:\CCPAKET\Cpkt-03\01-28-03\124wbeach\124wbeachStaff Report.wpd February 6, 2003 (9:39am)

Attachment/Exhibit to: Resolution No. <u>28-03</u> (CM)

EXHIBIT C
 Page 5 of 7

CITY OF WATSONVILLE

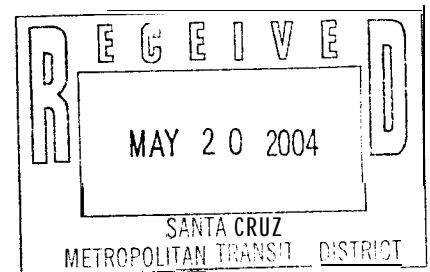
NOTICE OF FILING

ZONING ADMINISTRATOR

NOTICE IS HEREBY GIVEN that MP Transit Center Associates, applicant/owner for/of the property located at 124 W. Beach St. (APN: 017-011-57 & 58), has requested issuance of a/an Boundary Adjustment (PP2004-191) through an application filed on May 17, 2004. The purpose of the permit is to Boundary Adjustment to consolidate 2 existing parcels into 1 parcel to allow the development of the Via Del Mar housing project.. The project is located in the CCA zoning district.

You may review the above application or submit comments, in writing, to the Community Development Department, 250 Main Street, or PO Box 50000, Watsonville, CA 95077, prior to the Zoning Administrator's decision. A Notice of Decision will be mailed to the property owners adjacent to the project in accordance with Section 14-1 0.502 upon action of the Zoning Administrator. Further information regarding this notice can be obtained at the Community Development Department or by telephoning (831) 728-6018.

Date: 6/1/2004



The attached document was:

Copied to:

Les
Mark
Peggy ✓
David

Filed in: _____

Other: _____

Please note any additional instructions on reverse side.

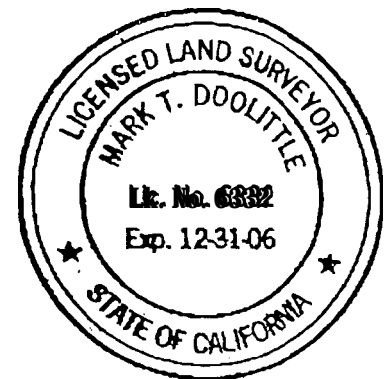
Legal Description
Via del Mar

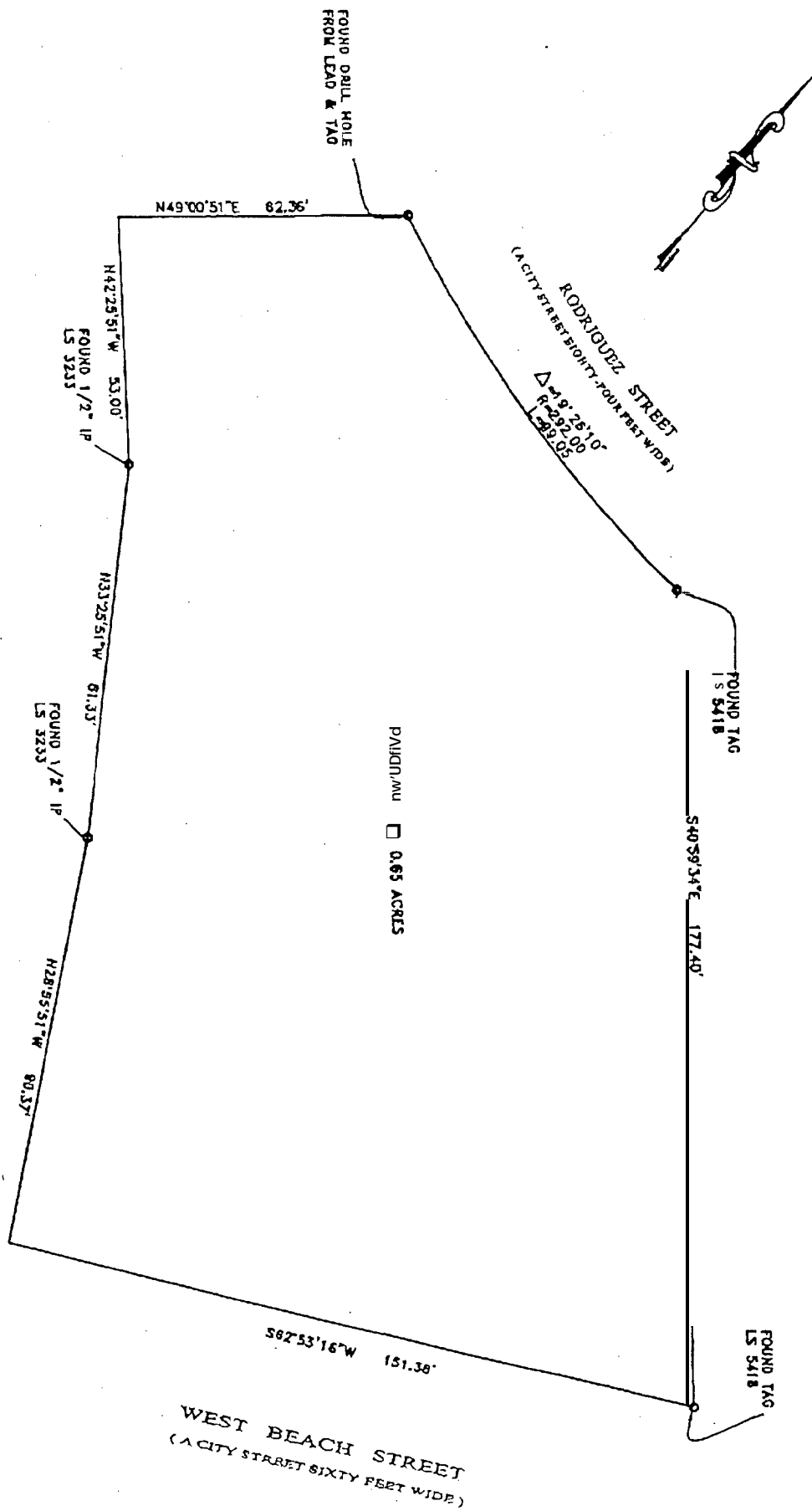
Certain real property situate in the City of Watsonville, County of Santa Cruz, State of California, being the result of combining the Parcels described in Reel 4398, Official Records, Page 517 and Reel 4398, Official Records, Page 521 on file in the County of Santa Cruz Recorder's Office and being more particularly described as follows:

- 1) Beginning at the southeast corner of said Parcel described in Reel 4398, Official Records, Page 517, at which point a Tag marked LS 5418 was found; thence along the northerly line of West Beach Street (A City Street, 60' Wide)
- 2) S 62°53' 16" W, 151.38 Feet to the southwesterly corner of said Parcel described in Reel 4398, Official Records, Page 521; thence along the northwesterly line of said Parcel, the following 3 courses
- 3) N 28°55'5 1" W, 90. 37 Feet, at which stands a ½" Iron Pi with Cap marked LS 3233; thence
- 4) N 33°25'51" W, 81.33 Feet, at which stands a ½" Iron Pipe with Cap marked LS 3233; thence
- 5) N 42°25'51" W, 53. 00 Feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel
- 6) N 49°00'5 1" E, 62.36 Feet to the northeast corner of said Parcel and a point of non-tangency from which a radii line bears N 23°52'01" E, at which point the drill hole from a lead and tag was found; thence southeasterly along the southerly line of Rodriguez Street (A City Street, 84' Wide)
- 7) 99.05 Feet along a curve concave to the north with a radius of 292.00 Feet through a central angle of 19°26' 10" to the northeast corner of the Parcel' described in Reel 4398, Official Records, Page 517, at which point a Tag marked LS 5418 was found; thence along the easterly line of said Parcel
- 8) S 40°59'34" E, 177.40 Feet to the Point of Beginning.

Herein described parcel contains 0.65 acres more or less.

End of Description.





LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of _____, 2004, between the **Santa Cruz Metropolitan Transit District**, a political subdivision of the State of California ("Licensor") and **MP Transit Center Associates**, a California Limited Partnership ("Licensee").

RECITALS

- A. Licensor is the owner of certain real property located in the City of Watsonville, Santa Cruz County, California (the "Project Property").
- B. Licensor has ground leased the Project Property to the City of Watsonville ("City") pursuant to a Land Lease dated as of June 12, 2002.
- C. The City has approved a sublease for the Project Property to Licensee, scheduled to be executed on or about June 18, 2004 for the construction of a transit-oriented childcare center, low-income apartment complex and related improvements (the "Project").
- D. As a condition to the development of the Project, Licensee is required to replace the sidewalk located on property owned by Licensor adjacent to the Project Property (the "Property").
- E. The parties are entering into this Agreement to permit Licensee to enter onto the Property to replace the sidewalk located on the Property, subject to the terms of this Agreement.

AGREEMENT

1. Grant of License.

- (a) Licensor hereby grants to Licensee and its contractors a license and right to enter upon the Property as are reasonably necessary to demolish and replace the sidewalk located on the Property in the location adjacent to the building improvements facing the Transit Center running from Rodriguez Street westward to the trash enclosure as indicated on Exhibit A attached hereto. Such activities shall be performed at Licensee's sole cost and expense.
- (b) Licensee's permitted activities shall include performance of all predevelopment, demolition and construction activities necessary to replace the existing sidewalk, including the use of construction equipment necessary to perform such activities. Licensee shall not perform any other activities on the Property.
- (c) Licensee shall complete construction of the sidewalk on or before December 31, 2004, subject to unavoidable delay. The term of this Agreement shall commence on July 1, 2004 and shall terminate on the date of completion of construction of the sidewalk.

2. Construction Standards. In the performance of its obligations under this Agreement, Licensee agrees as follows:

(a) It shall not interfere in any way with the use or operation of the transit center located on the Property or the existing routes or stops of buses serving the transit center. Licensor shall assist Licensee as requested by Licensee in the scheduling of work under this Agreement so as to avoid such interference.

(b) The new sidewalk shall be constructed in compliance with all laws, including all legally applicable disability access requirements.

3. Responsibilities of the Parties. Licensor's sole obligation under this Agreement is to provide access to the Property to Licensee during the times and for the purposes described in Section 1 and to assist Licensee as requested under Section 2(a). Licensor shall have no other obligations with respect to this Agreement. Licensee is solely responsible for complying with or ensuring compliance with this Agreement.

3. Fee. Licensor is granting the license hereunder at no cost to Licensee.

4. Insurance. Licensee shall obtain and maintain for the term of this Agreement the following insurance coverage: Commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit, naming Licensor as an additional insured, covering any matter related to the use of the Property pursuant to this Agreement.

5. Indemnification. Licensee shall indemnify and hold Licensor, its agents, directors, and employees harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorney's fees and court costs) sustained by or threatened against Licensor which result from or arise out of the this Agreement or Licensee's use of the Property described in this Agreement.

6. Arbitration. Any dispute or claim relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration in Santa Cruz County, California pursuant to the rules then in effect of the American Arbitration Association (or at any other place mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of this arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees.

7. Authority. Each individual signing this Agreement on behalf of Licensor and Licensee represents and warrants that it is authorized to execute this Agreement and that Licensor and Licensee are authorized to perform their respective obligations hereunder.

8. Assignment. Licensee may not assign its rights under this Agreement without Licensor's prior written consent, which Licensor may withhold in its sole discretion.

9. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties or any third party to create the relationship of partners or joint venturers between the parties.

10. Counterparts. This Agreement may be executed in counterparts.

The parties have executed this Agreement as of the date first written above.

LICENSOR:

Approved As To Form:

Margaret R. Gallagher, General Counsel

On _____, 2004

Santa Cruz Metropolitan Transit District

By: _____
Leslie White, its General Manager

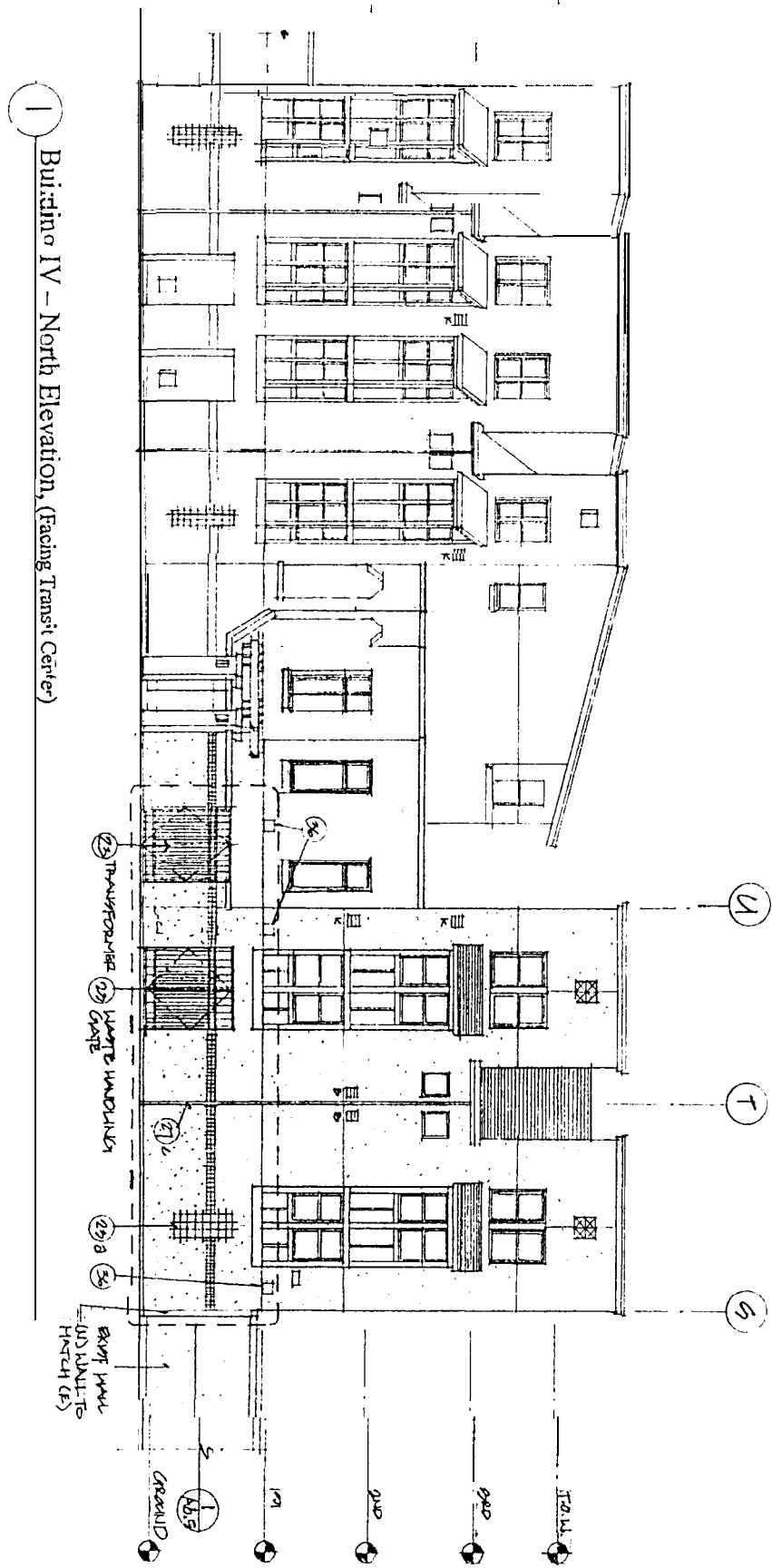
LICENSEE:

MP Transit Center Associates,
a California Limited Partnership

By: Mid-Peninsula The Farm, Inc.
a California nonprofit public benefit corporation,
its general partner

By: _____

Its: _____



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2004

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF SERVICE REDUCTIONS FOR THE PURPOSE OF SETTING PUBLIC HEARINGS

I. RECOMMENDED ACTION

Staff recommends Board consideration for review of proposed service adjustments and adopt a Public Hearing Schedule for Fall 2004 Service Change

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.
- Due to the level of reductions being considered, a schedule of community Public Hearings are proposed to receive public input on the proposed reductions.

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.

As is required by CEQA, staff is requesting that the Board approve a series of Public Hearings to allow the public to comment on the proposed service reductions. Public Hearings will be scheduled in Santa Cruz, Watsonville and Scotts Valley, and will be held at 4:00 PM and 6:00 PM to allow maximum opportunity for input while trying to minimize staff time. The schedule for the Public Hearings is shown in Attachment A. All suggestions raised at the hearings will be responded to at the time the Board is scheduled to consider the service reductions.

Attached is the list of reductions staff has identified so far. A complete list of proposed service reductions will be presented at the Board Meeting on June 11, 2004 and to the Public as part of the Public Hearings the following week.

In addition to the elimination of selected trips on routes (shown in Attachment B), the reductions proposed for September 2004 also include significant reorganizations in five regional areas of the County as well as significant cuts to the Scotts Valley area.

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.
- Route 20 will now run 7:20 AM to 8:20 PM year round.

B. Weekends

- Routes 2 and 3C are eliminated.
- Route 20 will now run from 8:20 AM to 8:20 PM year round.

Scotts Valley

A. Weekdays

- Delete the 10:25 AM, 11:25 AM, 12:25 PM and 5:25 PM trips of Route 31.
- Change the 12:30 PM and 5:30 PM outbound Route 35 to 35A.

B. Weekends

- Eliminate Route 31.

North Coast Areas (Routes 40, 41 & 42)

A. Weekends

- Expand routing of 8:30 AM trip 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 to 5:30 PM.

Aptos-La Selva

A. Weekdays

- Eliminate Route 52
- 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.

Live Oak

A. Weekdays and Weekends

- Eliminate Route 65.
- The routing of Route 67 will be changed to serve the Broadway – Seabright area. The 26th to East Cliff to 30th loop will be eliminated.

Local Watsonville

A. Weekdays and Weekends

- 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 are, Errington Road, Rolling Hills (inbound and outbound) Buena Vista, and Manfre Road.
- 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.

Inter-City Service

The two buses 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.

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.

Other ParaTransit Cost Savings

Currently there are areas where the METRO ParaCruz service profile exceeds that of the regular fixed-route service. One particular area where cost savings can be realized is on holidays. Regular fixed route does not run on Memorial Day, July 4th and Labor Day. However we do currently provide ParaCruz service on those days. If METRO did not provide ParaCruz service on those days the savings would be approximately \$10,000.

IV. FINANCIAL CONSIDERATIONS

Estimated Cost savings is \$700,000.

V. ATTACHMENTS

Attachment A: Public Hearing Schedule

Attachment B: List of Eliminated Trips by Route

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ROUTE CHANGES

The public is invited to provide comment and input on proposed service reductions and route eliminations necessary to reduce operating costs. ALL ROUTES are being considered for service reductions:

Six public hearings are scheduled to receive public comments at the locations and times listed below:

Santa Cruz
June 14, 2004
4:00pm and 6:30 pm

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

Scotts Valley
June 15, 2004
4:00pm and 6:30 pm

City Council Chambers
1 Civic Center Drive
Scotts Valley, CA

Watsonville
June 17, 2004
4:00pm and 6:30 pm

Cabrillo College, Watsonville Center
318 Union Street
Watsonville, CA

In addition to attending the public hearings, anyone can submit written comments by June 15, 2004 to:

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

E-mail comments by June 17, 2004 to service@scmtd.com.

El Distrito de Trànsito Metropolitano de Santa Cruz

Noticia de audiencia publico

para considerar cambios de ruta

El publico esta invitado para facilitar comentario a servicios que se propone reducir y eliminaciones de rutas necesario para reducir custos de operacion. **LAS RUTAS QUE SE CONSIDERAN PARA REDUCCIONES DE SERVICIO SON, TODAS.**

Seis audiencias publicos estan listados para recibir comentario del pulico a las locaciones y horas en la lista debajo:

Santa Cruz
14 de Junio, 2004
4:00pm and 6:30pm

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

Scotts Valley
15 de Junio, 2004
4:00pm and 6:30pm

City Council Chambers
1 Civic Center Drive
Scotts Valley, CA

Watsonville
17 de Junio, 2004
4:00pm and 6:30pm

Cabrillo College, Watsonville Center
318 Union Street
Watsonville, CA

En audicional de atendiendo las audiencias publicos, cualquiera puede comentar por correo asta dia 15 de Junio, 2004 a:

General Manager
El Distrito de Trànsito Metropolitano de Santa Cruz
370 Encinal Street, Suite 100,
Santa Cruz, CA 95060

Tambien se puede mandar comentarios por computadora asta dia 17 de Junio, 2004 a:
service@scmtd.com.

Fall 2004 Service List

WEEKDAYS						
Route	Description	Daily Hours	Annual Hours	Annual Cost	FY 04 Riders	FY 03 Riders
2	Eliminate Route	7.46	1,387.56	\$83,253.60	6.0	10.4
3A	Eliminate Route	7.01	1,303.86	\$78,231.60	5.0	11.0
3B	Add Running Time	-1.04	-193.44	-\$11,606.40	N/A	N/A
3N	Eliminate Route	1.06	197.16	\$11,829.60	6.6	8.8
7	Add Running Time	-2.50	-465.00	-\$27,900.00	6.0	7.4
19	Add 3 ST trips.	-2.04	-328.44	-\$19,706.40	N/A	N/A
	Delete 9:30 PM trip.	0.68	126.48	\$7,588.80	54.0	50.5
20	Add trips	-6.83	-1,269.93	-\$76,196.02	N/A	N/A
22	Eliminate Route	5.22	840.42	\$50,425.20	33.6	30.0
31	Delete 4 trips.	3.64	677.04	\$40,622.40	10.2	11.9
35 IB	Delete 6:17 AM	1.46	271.56	\$16,293.60	13.7	12.5
36	Eliminate Route	2.02	375.72	\$22,543.20	12.9	13.3
52	Eliminate Route	2.32	431.52	\$25,891.20	9.3	9.1
54	Delete 2 trips.	1.99	370.14	\$22,208.40	N/A	N/A
56	Add time and trip	-3.00	-558.00	-\$33,480.00	5.9	N/A
65	Delete Route	15.47	2,877.42	\$172,645.20	12.3	12.6
67	Delete Route	14.20	2,641.20	\$158,472.00	14.9	17.0
68	Add 21 trips	-14.38	-2,674.68	-\$160,480.80	N/A	N/A
70	Delete 7:00 AM trip.	0.50	89.00	\$5,340.00	6.5	7.1
79	Delete 6:51 am Trip.	0.75	139.50	\$8,370.00	5.6	8.4
91 OB	Delete 9:30 AM Trip	1.11	206.46	\$12,387.60	11.9	13.6
91 IB	Delete 3:30 PM Trip	1.11	206.46	\$12,387.60	17.0	20.5
TOTAL WEEKDAY REDUCTIONS		36.21	6,652.01	\$399,120.38		

Fall 2004 Service List

WEEKENDS						
		Daily	Annual	Annual	FY 04	FY 03
Route	Description	Hours	Hours	Cost	Riders	Riders
2	Eliminate Route	6.38	484.88	\$29,092.80	3.9	N/A
3C	Eliminate Route	9.08	690.08	\$41,404.80	3.9	N/A
19	Delete 2 trips.	1.36	103.36	\$6,201.60	36.1	32.6
20	Add 13 trips	-11.83	-899.08	-\$53,944.80	N/A	N/A
31	Eliminate Route	3.64	276.64	\$16,598.40	8.7	8.6
35 IB	Delete 6:37 trip.	0.88	66.88	\$4,012.80	7.8	7.5
40	Expand 8:30 AM running time	-0.50	-38.00	-\$2,280.00	21.0	18.5
	Delete 2 trips.	2.82	214.32	\$12,859.20	15.5	16.6
41	Delete 2 trips.	2.82	214.32	\$12,859.20	13.0	12.0
42	Add Mid-Day Trip	-1.41	-107.16	-\$6,429.60	N/A	N/A
65	Delete Route	13.03	990.28	\$59,416.80	9.6	10.7
67	Delete Route	12.69	964.44	\$57,866.40	11.0	13.6
68	Add 21 trips	-12.87	-978.12	-\$58,687.20	N/A	N/A
71 OB	Delete 9:15 PM trip.	1.50	114.00	\$6,840.00	16.0	20.7
	Weekend Total	27.59	2,096.84	\$125,810.40		
	Grand Total		8,748.85	\$524,930.78		