

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**BOARD OF DIRECTORS REGULAR MEETING AGENDA  
OCTOBER 25, 2002 (Fourth Friday of Each Month)  
CITY HALL COUNCIL CHAMBERS  
\*809 CENTER STREET\*  
SANTA CRUZ, CALIFORNIA  
9:00 a.m. - Noon**

**NOTE: This meeting will be interrupted briefly at 10:00 a.m. to hold the annual meeting of the Santa Cruz Civic Improvement Corporation**

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. Carl Del Grande, Principal, Loma Prieta High School RE: Free Bus Passes
  - b. Fred Keeley, Speaker pro Tem of Assembly RE: SB 1802
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## **CONSENT AGENDA**

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF SEPTEMBER 13 AND SEPTEMBER 27, 2002  
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS  
Report: Attached
- 7-3. **ACCEPT AND FILE SEPTEMBER 2002 RIDERSHIP REPORT**  
Report: Attached  
**Page 1 to be included in the Add-On Packet**

\* Please note: Location of Meeting Place

- 7-4. CONSIDERATION OF TORT CLAIMS: **Deny the claim of: Steve Senko, Claim #02-0030**  
Claims: To be included in the Add-On Packet
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF SEPTEMBER 19, 2002  
Minutes: Attached
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF SEPTEMBER 18, 2002  
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR AUGUST 2002, APPROVAL OF BUDGET TRANSFERS  
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JULY 2002  
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR AUGUST 2002  
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE  
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 7-12. CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM  
**(Moved to Consent Agenda at the October 11, 2002 Board Meeting. Staff report retained original numbering as Item #10)**
- 7-13. **ACCEPT AND FILE REPORT ON VIOLENCE AT BUS STOPS**  
Staff Report: To be included in the Add-On Packet
- 7-14. **ACCEPT AND FILE REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S ANNUAL CONFERENCE**  
Staff Report: To be included in the Add-On Packet

**REGULAR AGENDA**

8. CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING FY 02-03 BUDGET  
Presented by: Elisabeth Ross, Finance Manager  
Staff Report: Attached
9. **DELETED**
10. **MOVED TO CONSENT AGENDA AS ITEM #7-12**
11. **CONSIDERATION OF APPROVAL OF APPLICATION TO PARTICIPATE IN THE METRO USERS GROUP (MUG) COMMITTEE**  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: To be included in the Add-On Packet
12. **CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT WITH WATERLEAF ARCHITECTURE AND INTERIOR**  
Presented by: Mark Dorfman, Assistant General Manager  
Staff Report: To be included in the Add-On Packet
13. **CONSIDERATION OF EXTENDING CONTRACT FOR WORKERS' COMPENSATION, THIRD PARTY CLAIMS ADMINISTRATION**  
Presented by: Tom Stickel, Fleet Maintenance Manager  
Staff Report: To be included in the Add-On Packet
14. **CONSIDERATION OF ALTERNATIVES TO COPE WITH OPERATOR STAFFING SHORTFALLS**  
Presented by: Bryant Baehr, Operations Manager  
Staff Report: To be included in the Add-On Packet
15. **CONSIDERATION OF DISCIPLINARY PROGRAM WHEN STOPS ARE NOT ANNOUNCED**  
Presented by: Bryant Baehr, Operations Manager  
Staff Report: To be included in the Add-On Packet

## 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.

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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 Community Television of Santa Cruz on Channel 26.

## **NOTICE**

**REMINDER: The November 22, 2002 Board of Directors Meeting will be held at the Watsonville City Council Chamber located at 250 Main Street, Watsonville**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002

**TO:** Board of Directors

**FROM:** General Manager

**SUBJECT: ADDITIONAL MATERIAL TO THE OCTOBER 25, 2002 BOARD MEETING AGENDA**

## SECTION I:

### CONSENT AGENDA:

**ADD TO ITEM #7-3** ACCEPT AND FILE 2002 RIDERSHIP REPORT  
**(Insert Page 1)**

**ADD TO ITEM #7-4** CONSIDERATION OF TORT CLAIMS: Deny the claim of: Steve Senko,  
Claims #02-0030  
**(Insert Claim)**

**ADD TO ITEM #7-13** ACCEPT AND FILE REPORT ON VIOLENCE AT BUS STOPS  
**(Insert Report)**

**ADD TO ITEM #7-14** ACCEPT AND FILE REPORT REGARDING THE AMERICAN PUBLIC  
TRANSPORTATION ASSOCIATION'S ANNUAL CONFERENCE  
**(Insert Report)**

### REGULAR AGENDA:

**DELETE ITEM #9** CONSIDERATION OF APPROVAL OF REVISION TO BY-LAWS OF  
SANTA CRUZ CIVIC IMPROVEMENT CORPORATION TO CHANGE THE  
ANNUAL MEETING DATE TO THE FOURTH FRIDAY IN OCTOBER  
**(Action taken at the 10/11/02 Board Meeting)**

**ADD TO ITEM #11** CONSIDERATION OF APPROVAL OF APPLICATION TO PARTICIPATE  
IN THE METRO USER GROUP (MUG) COMMITTEE  
**(Add Application)**

**ADD TO ITEM #12** CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT TO  
ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT WITH  
WATERLEAF ARCHITECTURE AND INTERIOR  
**(Add Staff Report)**

**ADD TO ITEM #13** CONSIDERATION OF EXTENDING CONTRACT FOR WORKERS'  
COMPENSATION, THIRD PARTY CLAIMS ADMINISTRATION  
**(Add Staff Report)**

**ADD TO ITEM #14**

CONSIDERATION OF ALTERNATIVES TO COPE WITH OPERATOR  
STAFFING SHORTFALLS  
**(Add Staff Report)**

**ADD TO ITEM #15**

CONSIDERATION OF DISCIPLINARY PROGRAM WHEN STOPS ARE  
NOT ANNOUNCED  
**(Add Staff Report)**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

OCTOBER 11, 2002 (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.

**NOTE:** This meeting will be interrupted briefly at 10:00 a.m. to hold a special meeting of the Santa Cruz Civic Improvement Corporation

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
  - a. Carl Del Grande, Principal, Loma Prieta High School RE: Free Bus Passes
  - b. Fred Keeley, Speaker pro Tem of Assembly RE: SB 1802
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF SEPTEMBER 13 AND SEPTEMBER 27, 2002  
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS  
Report: Attached
- 7-3. ACCEPT AND FILE SEPTEMBER 2002 RIDERSHIP REPORT  
Report: Attached

**PAGE 1 WILL BE PRESENTED FOR CONSIDERATION AT THE**

\* Please note: Location of Meeting Place

**OCTOBER 25, 2002 BOARD MEETING**

- 7-4. CONSIDERATION OF TORT CLAIMS: None  
Claims: None
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF SEPTEMBER 19, 2002  
Minutes: Attached
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF SEPTEMBER 18, 2002  
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR AUGUST 2002, APPROVAL OF BUDGET TRANSFERS  
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Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached

**REGULAR AGENDA**

- 8. CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING FY 02-03 BUDGET  
Presented by: Elisabeth Ross, Finance Manager  
Staff Report: Attached
- 9. CONSIDERATION OF APPROVAL OF REVISION TO BY-LAWS OF SANTA CRUZ CIVIC IMPROVEMENT CORPORATION TO CHANGE THE ANNUAL MEETING DATE TO THE FOURTH FRIDAY IN OCTOBER  
Presented by: Elisabeth Ross, Finance Manager  
Staff Report: Attached



**ACTION IS REQUIRED AT THIS MEETING.**

**The meeting of the SCCIC will be held prior to taking action on this item.**

10. CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM  
Presented by: Tom Stickel, Fleet Maintenance Manager  
Staff Report: Attached
11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

**SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Subdivision (a) of Section 54956.9)
  - a. Name of Case: Ramon Martinez vs. Santa Cruz Metropolitan Transit District

**SECTION III: RECONVENE TO OPEN SESSION**

13. REPORT OF CLOSED SESSION

**ADJOURN**

**NOTICE TO PUBLIC**

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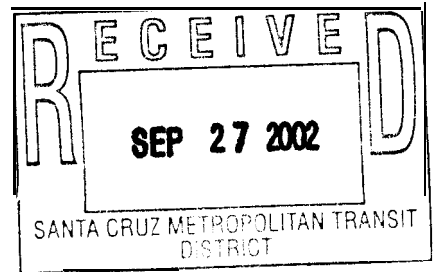
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## **NOTICE**

**REMINDER: The November 22, 2002 Board of Directors Meeting will be held at the Watsonville City Council Chamber located at 250 Main Street, Watsonville**



3 19 La Fonda Avenue, Santa Cruz, Ca. 9. 5062  
(831) 429-3853

September 19, 2002

Dennis Norton, Director  
Santa Cruz County Transportation  
Metro Bus System  
1523 Pacific Avenue  
Santa Cruz, CA 95060

Dear Dennis:

On behalf of the Loma Prieta Continuation High School community, I am requesting that our students be allowed to use the Metro Bus System for transportation to and from school for free.

Our most significant problem at Loma Prieta is student attendance! Our students come from a wide variety of school districts throughout the County and getting to school is difficult for many of our kids. Few of our students own vehicles and many walk, skateboard or bicycle to and from our campus. Not surprisingly, when the weather is bad our attendance decreases.

There seems to be a lot of empty seats on your bus routes and students would not be using the buses at peak hours. We have approximately 130 students at present and we will grow to about 180 by late Spring. Our school hours are 8:45 am to 12:45 pm.

Providing Metro passes to students would also insure student safety. I worry about our students bicycling and skate boarding in heavy traffic in the rain and dark. They would be much safer in your buses.

If my request merits further discussion, I would be honored to meet with you and the other directors. Thank you for considering this matter.

Sincerely,

Carl Del Grande, Ed. D.  
Principal of Loma Prieta High School

cc: Roy Nelson, Superintendent

Assembly  
California Legislature

FRED KEELEY  
Speaker pro Tem



September 12, 2002

SEP 19 2002

Sheryl Ainsworth, Chair  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

Dear Chair Ainsworth:

Thank you for bringing to my attention Senate Bill (SB) 1802, sponsored by CalPERS and authored by the Senate Public Employment & Retirement Committee, relating to the Public Employees' Medical and Hospital Care Act (PEMHCA). Based on the concerns you raised, I engaged in discussions about this bill and was able to negotiate amendments that would preserve the sponsor and author's intent, without detrimentally impacting employers and employees in the Monterey Bay area.

As you know, in the past, CalPERS had significant leverage in negotiating contracts with Health Maintenance Organizations (HMOs). Recently, the roles have reversed. CalPERS, in an attempt to keep health care affordable, began reducing the number of HMO options, hoping to increase the volume discount with the remaining few HMOs. Unfortunately, CalPERS is now facing a new challenge. With only a few HMOs under contract with CalPERS, some non-CalPERS HMOs have begun offering alternative plans to contracting agencies that would be available only to active employees. Therefore, younger employees may be able to contract for an alternative health plan, resulting in adverse selection among participating employees in the CalPERS health plans.

When you brought SB 1802 to my attention, there was significant concern that it would have prevented all participating CalPERS agencies from contracting any future alternative health care plans. For reasons that varied from agency to agency, the bill would have had adverse effects on local contracting agencies. I am pleased to report that, as amended into SB 1536 by Senator Soto, this proposal has been significantly changed in response to the specific concerns you raised and reflects the unique healthcare circumstances faced by employers and employees.

Thank you again for bringing this important issue to my attention. Please do not hesitate to contact me should you have any question or if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Keeley", written over a horizontal line.

FRED KEELEY  
Speaker pro Tem of the Assembly

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SANTA CRUZ COUNTY  
701 OCEAN STREET  
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<http://www.assembly.ca.gov/demweb/members/a27/>

DISTRICT OFFICE  
MONTEREY COUNTY  
CSU-MONTEREY BAY  
100 CAMPUS CENTER, BLDG 58  
SEASIDE, CA 93955  
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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

September 13, 2002

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, September 13, 2002 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice-Chairperson Reilly called the meeting to order at 9:04 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Tim Fitzmaurice  
Michelle Hinkle  
Mike Keogh  
Emily Reilly  
Pat Spence  
Marcela Tavantzis

#### DIRECTORS ABSENT

Sheryl Ainsworth (arrived after roll call)  
Jeff Almquist (arrived after roll call)  
Jan Beautz  
Dennis Norton  
Ana Ventura Phares  
Ex-Officio Mike Rotkin

#### STAFF PRESENT

Bryant Baehr, Operations Manager  
Mark Dorfman, Asst. General Manager  
Margaret Gallagher, District Counsel

Elisabeth Ross, Finance Manager  
Tom Stickel, Fleet Maint. Manager  
Les White, General Manager

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

April Axton, Lift Line  
Linda Clayton, SEA  
Joe Hall, City Redevelopment Agency  
Ed Kramer, Bus Rider  
Jeff LeBlanc, Bus Rider

Fahmey Ma'Awad, Bus Rider  
Bonnie Morr, UTU  
Will Regan, VMU  
Marian Taylor, League of Women Voters  
Candace Ward, UCSC  
Linda Wilshusen, SCCRTC

### 2. ORAL AND WRITTEN COMMUNICATION

#### Written:

- |    |                         |                         |
|----|-------------------------|-------------------------|
| a. | Linda Wilshusen, SCCRTC | RE: Employee Bus Passes |
| b. | Kate K. Stafford        | RE: Bus Shelter         |

#### Oral:

Ed Kramer offered his services as a visually impaired individual in the programming aspects of the "talking bus" technology.

**DIRECTOR AINSWORTH ARRIVED.**

Mr. Kramer met with Bryant Baehr and thinks that some of the announcements could be eliminated while others are added, although he doesn't believe that Mr. Baehr has the authority to add announcements to the "Board authorized" list.

**DIRECTOR ALMQUIST ARRIVED.**

Mr. Kramer added that the calling of landmarks is not addressed and extraneous talking should be "weeded out", such as Spanish wording that is easily understandable in English. Mr. Baehr confirmed that he met with both Mr. Kramer and Mr. Ma'Awad and that the "Board authorized" call list is what is currently being programmed. Mr. White added that it would be the fall of 2003 when all stops are electronically called and that to have a different set of call stops for manually called vs. electronically called would be problematic. Secondly, since the "Board authorized" list has been challenged in Federal Court, modifying it would change METRO's status regarding the current litigation.

Mr. Fahmey Ma'Awad thanked the Board for responding to his request for the automated technology and asked that the person designing the system be given a free hand to do what needs to be done.

Director Fitzmaurice discussed the High Street bus and that the "stop request sign" is not operating. He was informed that this feature is not yet working.

**3. LABOR ORGANIZATION COMMUNICATIONS**

Will Regan, VMU, thanked the Board for moving forward with the CNG fueling station and retrofit to the Golf Club facility.

Bonnie Morr stated that there would be an event at the Ideal Fish Co. on October 3<sup>rd</sup> between 6:30 – 7:00 p.m. to honor the recent retirees.

**4. METRO USERS GROUP (MUG) COMMUNICATIONS**

Nothing to report at this time.

**5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS**

Nothing to report at this time.

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

An amended agenda was placed at the Director's seats changing Item #7-14 from "Accept and File" to "Consideration of".

## CONSENT AGENDA

7-1. **APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 9 AND SPECIAL BOARD MEETING OF AUGUST 30, 2002**

No questions or comments.

7-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**

No questions or comments.

7-3. **ACCEPT AND FILE AUGUST 2002 RIDERSHIP REPORT & JULY/AUGUST RIDERSHIP FIGURES**

Director Tavantzis inquired as to why bus #8090 fails so often. Tom Stickel will look into this.

7-4. **CONSIDERATION OF TORT CLAIMS: Deny the Claims of: Michelle Conway, Claim #02-0028; Mary Kourie, Claim #02-0027**  
**ACTION REQUIRED AT THE SEPTEMBER 13, 2002 BOARD MEETING**

**ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR AINSWORTH**

**Deny the claims of Michelle Conway and Mary Kourie.**

**Motion passed with Directors Beautz, Norton and Phares being absent.**

**Deny the Claim of: Beverly Beams, Claim #02-0029**

No questions or comments.

7-5. **ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF AUGUST 15, 2002**

No questions or comments.

7-6. **ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF AUGUST 14, 2002**

No questions or comments.

7-7. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JULY 2002; APPROVAL OF BUDGET TRANSFERS**

No questions or comments.

7-8. **ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JUNE 2002**

No questions or comments.

**7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2002  
WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2000  
BOARD MEETING**

No questions or comments.

**7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE**

No questions or comments.

**7-11. ACCEPT AND FILE METROBASE STATUS REPORT**

Les White reported that the submission date of August 5<sup>th</sup> for the Draft EIR/EIS was met by Denise Duffy & Associates. The 45-day review period begins on October 7 and will end on November 20, 2002. He added that if there are clean construction specs and clean EIR certification, METRO would not have to wait until June 20<sup>th</sup> to issue requests for construction bids. Any slippage in the timetable would be in the EIR process.

**7-12. ACCEPT AND FILE CALL STOP AUDIT REPORT**

It was noted that 23 of the 28 missed call stops were on two routes. Mr. Baehr confirmed that he is following the Board-adopted disciplinary process regarding the drivers of these two routes. These audits will continue through August 2003 when the fleet is 100% electronically outfitted with the call stop technology, with the exception of 8 Highway 17 buses. In the event of a malfunction of the electronic system, the drivers would call out the stops manually, and Fleet would send out a replacement bus. Mr. Baehr reiterated that if a customer requests a specific stop, the bus operators need to call these out as well. He also confirmed that the head sign is integrated with the electronic call stops and therefore cannot be turned off unless the head sign is turned off as well; the high floor fliers are the only concern since the head sign and call stop technology are not yet integrated. If a bus operator is doing something unsafe, someone other than the auditor would need to witness this in order for any action to be taken.

**7-13. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS: SEVEN  
GILLIG BUSES; ONE NEW FLYER BUS; AND ASSOCIATED PARTS INVENTORY;  
AND DISPOSAL OF FOREIGN AND MUTILATED COIN COLLECTED IN FAREBOXES**

Elisabeth Ross stated that approximately 4 bags of coins have been collected since 1995 and a coin collector would buy the foreign and mutilated coins to sort through.

**7-14. CONSIDERATION OF ADOPTION OF REVISED FINAL RESOLUTION TO APPROVE  
AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4  
(2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR  
PERIODS OF LAYOFF)**

Elisabeth Ross reported that this entails a decision by the legislature regarding employees who left the District prior to this year and who left their contributions in PERS. The previously approved resolution must be revised to reflect only the group of employees who were actively employed and to whom this amendment applies.



**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR AINSWORTH**

**Adopt a revised final resolution to approve an amendment to the CalPERS contract to provide Section 21354.4 (2.5% @ 55 Full Formula) and Section 21022 (Public Service Credit for periods of layoff)**

**Motion passed with Directors Beautz, Norton and Phares being absent.**

**7-15. CONSIDERATION OF MINOR SERVICE ADJUSTMENTS EFFECTIVE SEPTEMBER 5, 2002  
WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002  
BOARD MEETING**

### **REGULAR AGENDA**

**8. CONSIDERATION OF PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

No questions or comments at this time.

**ITEMS 13, 16 AND 18 WERE TAKEN OUT OF ORDER.**

**13. CONSIDERATION OF AWARD OF CONTRACT FOR RELIABUILT CERTIFIED  
FACTORY REMANUFACTURED DETROIT DIESEL ENGINES  
ACTION REQUIRED AT THE SEPTEMBER 13, 2002 BOARD MEETING**

#### **Summary:**

Tom Stickel reported that staff needs to purchase five engines in the RTS Highway 17 fleet. These need to be purchased prior to October.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR FITZMAURICE**

**Authorize the General Manager to execute a contract with Complete Coach Works for five (5) each Reliabuilt certified factory remanufactured Detroit Diesel engines.**

Director Tavantzis asked about the price discrepancy between the contract and the staff report and was informed that the contract does not reflect the cost of the fifth engine. Director Tavantzis asked that the motion be amended to amend the contract to include the fifth bus engine. Les White added that the actual cost vs. the budgeted cost should be reflected.

**ACTION: AMENDED MOTION:  
DIRECTOR ALMQUIST SECOND: DIRECTOR FITZMAURICE**

**Amend the contract to include the fifth bus engine.**

**Motion passed with Directors Beautz, Norton and Phares being absent.**

**16. CONSIDERATION OF AMENDING PURCHASE ORDER/AGREEMENT WITH WEBER HAYES & ASSOCIATES FOR THE RENOVATION PROJECT AT SANTA CRUZ METRO CENTER  
ACTION REQUIRED AT THE SEPTEMBER 13, 2002 BOARD MEETING**

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR KEOGH**

Authorize the General Manager to execute a revision to the purchase order with Weber, Hayes and Associates to add an additional \$10,120 to the purchase order for additional field testing and laboratory analysis of lead and solvents detected at the Greyhound Bus Depot.

Motion passed with Directors Beautz, Norton and Phares being absent.

**13. CONSIDERATION OF APPROVAL OF SANTA CRUZ METRO ADVERTISING POLICY AND REGULATIONS  
ACTION REQUIRED AT THE SEPTEMBER 13, 2002 BOARD MEETING**

**Summary:**

Margaret Gallagher reported that METRO has a contract with Obie Media for advertising. In that contract certain items were banned, however, an advertising standard had never been set by the Board. For this purpose, there is protected and unprotected speech. In its capacity as "property owner" and "business owner", METRO can make reasonable restrictions to promote the purpose of its forum if the forum has not been opened to all type of speech. Ms. Gallagher explained the categories of 1) traditional public forum, 2) designated public forum, and 3) non-public forum.

**DIRECTOR ALMQUIST LEFT THE MEETING.**

**Discussion:**

There was discussion regarding commercial ads vs. public service notices. Ms. Gallagher added that promotion of METRO's own service is acceptable in a "commercial" advertising forum. It is critical at this time to determine the course of METRO advertising since the contract with Obie Media is expiring and this information is needed for the new bidders. The respondents to the Request for Proposals being sent out have been told to bid on frames and/or stick-on ads. The bids will be brought to the Board for a final decision.

Ms. Gallagher stated that METRO currently adheres to the designated public forum category, which includes political ads. Will Regan asked if there would be a problem with any damaged buses (due to removal of ads) being repainted prior to a new contract being awarded and was informed that Obie is contractually obligated to return the bus paint to pre-advertising condition.

**ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR FITZMAURICE**

**Continue this item to the Board Meeting of September 27, 2002.**

**Motion passed with Directors Almquist, Beautz, Norton and Phares being absent.**

Les White asked the Board to think about what the monetary level would be at which METRO would simply not do any advertising? If METRO changes to framed advertising, at what level would it not be worthwhile to advertise? Mr. Dorfman added that Obie is required to maintain a current bond in the amount of \$50,000 to be used for damages and that contractually all existing ads have to be “assignable” at the conclusion of the contract.

9. **CONSIDERATION OF ADOPTION OF RESOLUTIONS OF APPRECIATION FOR DISTRICT RETIREES**  
WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002 BOARD MEETING

No questions or comments.

10. **CONSIDERATION OF APPOINTMENT OF DIRECTORS TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION**

No questions or comments.

11. **CONSIDERATION OF OFFERING CALPERS OPTION FOR PUBLIC SERVICE CREDIT FOR PEACE CORPS OR AMERICORPS: VISTA SERVICE, FOR DISTRICT EMPLOYEES ENROLLED IN THE PUBLIC EMPLOYEES RETIREMENT SYSTEM**

Moved to Consent Agenda for the September 27, 2002 Board Meeting.

12. **CONSIDERATION OF RESOLUTION AUTHORIZING THE GENERAL MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS AND EXECUTE GRANTS WITH THE U.S. DEPT. OF TRANSPORTATION FOR FEDERAL FUNDING ASSISTANCE**

Moved to Consent Agenda for the September 27, 2002 Board Meeting.

14. **CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM**  
WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002 BOARD MEETING

15. **CONSIDERATION OF EXTENDING CONTRACTS WITH BLYMYER ENGINEERS, INC.**

Moved to Consent Agenda for the September 27, 2002 Board Meeting.

19. **CONSIDERATION OF LETTER OF CORRECTION TO COMMUNITY BRIDGES TO ACHIEVE COMPLIANCE WITH CURRENT PARACRUZ CONTRACT**  
WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002 BOARD MEETING

**20. CONSIDERATION OF THE ROLE OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT IN THE DEVELOPMENT AND CONSTRUCTION OF THE HIGHWAY 1 WIDENING PROJECT**

WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002 BOARD MEETING

**Discussion:**

Director Keogh wanted to make it clear that Les White's recommendation for additional staff to manage this project would yield the possibility of him spending about two hours a month of his personal time to take care of this issue. All costs of this should be borne by the Regional Transportation Commission.

**21. CONSIDERATION OF RESOLUTION TO APPROVE A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PLAN FOR ACQUISITION OF 425 FRONT STREET, SANTA CRUZ (APN #005-152-30) FOR METRO CENTER RENOVATION**  
**PUBLIC HEARING WILL BE HELD AT THE SEPTEMBER 27, 2002 BOARD MEETING**

**Summary:**

Joe Hall of the City of Santa Cruz Redevelopment Agency was on hand to answer questions.

**Discussion:**

Ed Kramer asked if METRO's offices could be housed over the renovated Metro Center to cut down on District overhead expenses. Mr. Hall explained that this is one of the uses that are being looked into.

**ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR REILLY**

**Move Items #11, 12 and 15 to the Consent Agenda.**

**17. CONSIDERATION OF AMENDING BYLAWS TO ENSURE REGULAR BOARD MEETINGS ARE NOT SCHEDULED WITHIN 5 DAYS OF A RECOGNIZED DISTRICT HOLIDAY (THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY)**

**Summary:**

Margaret Gallagher reported that there are two options for the Board to consider: 1) the Board would look at the meeting calendar each January to determine if meetings fall within five (5) days of the Thanksgiving, Christmas or New Year's Day holidays; 2) the Board would, at a regular meeting held during the month preceding, determine when and if the affected meeting should be held.

**ACTION: AMENDED MOTION:  
DIRECTOR FITZMAURICE SECOND: DIRECTOR REILLY**

**Move Item #17 designating Option 1 for approval to the Consent Agenda also.**

**Motion passed with Directors Almquist, Beautz, Norton and Phares being absent.**

**22. CONSIDERATION OF STAFF AND FEDERAL TRANSIT ADMINISTRATION (FTA) ACTIONS TO PRESERVE FEDERAL CAPITAL DISCRETIONARY EARMARKED FUNDS**

WILL BE PRESENTED FOR CONSIDERATION AT THE SEPTEMBER 27, 2002 BOARD MEETING

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

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

None

**SECTION II: CLOSED SESSION**

Vice-Chairperson Reilly adjourned to Closed Session at 10:35 a.m. and reconvened to Open Session at 12:05 p.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**25. REPORT OF CLOSED SESSION**

There was nothing to report at this time.

**ADJOURN**

There being no further business, Vice-Chairperson Reilly adjourned the meeting at 12:05 p.m.

Respectfully submitted.

DALE CARR  
Administrative Services Coordinator

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

September 27, 2002

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, September 27, 2002, at the City Hall Council Chambers, 809 Center Street, Santa Cruz, California.

Chairperson Ainsworth called the meeting to order at 9:05 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Sheryl Ainsworth  
Michelle Hinkle  
Mike Keogh  
Dennis Norton  
Ana Ventura Phares  
Emily Reilly  
Ex-Officio Mike Rotkin  
Pat Spence  
Marcela Tavantzis

#### DIRECTORS ABSENT

Jeff Almquist (arrived after roll call)  
Jan Beautz (arrived after roll call)  
Tim Fitzmaurice (arrived after roll call)

#### STAFF PRESENT

Bryant Baehr, Operations Manager  
Mark Dorfman, Asst. General Manager  
Ian McFadden, Transit Planner  
Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager

Robyn Slater, Interim H.R. Manager  
Judy Souza, Base Superintendent  
Tom Stickel, Fleet Maint. Manager  
Leslie R. White, General Manager

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

April Axton, Lift Line  
Linda Clayton, SEA  
Bill Comfort  
Dianna Dunn, SEIU  
Joe Hall, City Redevelopment Agency  
Ed Kramer, Bus Rider  
Deborah Lane, MASTF  
Fahmey MaAwad, Bus Rider

Carmen Magdaleno, Spanish Interpreter  
Manny Martinez, PSA  
Bonnie Morr, UTU  
Will Regan, VMU  
Peter Scott  
Link Spooner, Lift Line  
Marion Taylor, League of Women Voters  
Linda Wilshusen, SCCRTC

2. **ORAL AND WRITTEN COMMUNICATION**

Written:

- a. Linda Wilshusen, SCCRTC RE: Employee Bus Passes
- b. Kate K. Stafford RE: Bus Shelter
- c. **Federal Transit Administration** RE: **Funding Allocations**

Oral:

April Axton, Acting Program Director for Lift Line, introduced Link Spooner, Community Bridges' new Transportation Division Director for the Connection Shuttle and Lift Line programs.

A gentleman who did not give his name spoke regarding inadequate lighting at many of the bus stops. He stated that it not only is difficult to read the small print on the bus schedules but the poor lighting also encourages criminal activity at the stops. He added that the bus stop next to the Corcoran Lake library is particularly dark. The Board asked staff to check into the allegation of crimes taking place at the bus stops and to report the findings back to the Board. Staff will also look into the size of the wording and numbers on the bus stop schedules.

3. **LABOR ORGANIZATION COMMUNICATIONS**

Nothing to report at this time.

4. **METRO USERS GROUP (MUG) COMMUNICATIONS**

Director Hinkle, Chair of MUG, read the following motion that was made at the last meeting:

MUG is opposed to advertising on bus windows due to safety constraints and people not being able to see their stops.

5. **METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS**

Deborah Lane, Chair of MASTF, read the following motion made at the last meeting:

MASTF confirms the appointments of Ernestina Saldana Neily and Clay Kempf to the METRO ParaCruz Appeals Panel.

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

**SECTION I:**

**ADD TO ITEM #2**

- c. Federal Transit Administration RE: Funding Allocations  
**(Insert Written Communication)**

**CONSENT AGENDA:**

- ADD TO ITEM #7-9** ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2002  
**(Insert Report)**
- ADD TO ITEM #7-12** ACCEPT AND FILE CALL STOP AUDIT REPORT  
**(Add Supplemental Report)**
- DELETE ITEM #7-14** CONSIDERATION OF ADOPTION OF REVISED FINAL RESOLUTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)  
**(Action taken at the 9/13/02 Board Meeting)**
- ADD TO ITEM #7-15** CONSIDERATION OF MINOR SERVICE ADJUSTMENTS EFFECTIVE SEPTEMBER 5, 2002  
**(Add Staff Report)**
- ADD TO ITEM #7-20** CONSIDERATION OF APPROVAL TO MODIFICATIONS TO ENCROACHMENT PERMIT BETWEEN SANTA CRUZ METRO AND THE CITY OF SANTA CRUZ REDEVELOPMENT AGENCY  
**(Add Staff Report)**

**REGULAR AGENDA:**

- ADD TO ITEM #9** CONSIDERATION OF ADOPTION OF RESOLUTIONS OF APPRECIATION FOR DISTRICT RETIREES  
**(Add Resolutions)**
- DELETE ITEM #13** CONSIDERATION OF AWARD OF CONTRACT FOR RELIABUILT CERTIFIED FACTORY REMANUFACTURED DETROIT DIESEL ENGINES  
**(Action taken at the 9/13/02 Board Meeting)**
- DELETE ITEM #14** CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM  
**(Item moved to the October Board Meeting)**
- DELETE ITEM #16** CONSIDERATION OF AMENDING PURCHASE ORDER/AGREEMENT WITH WEBER HAYES & ASSOCIATES



FOR THE RENOVATION PROJECT AT SANTA CRUZ METRO CENTER  
(Action taken at the 9/13/02 Board Meeting)

**ADD TO ITEM #19** CONSIDERATION OF LETTER OF CORRECTION TO COMMUNITY BRIDGES TO ACHIEVE COMPLIANCE WITH CURRENT PARACRUZ CONTRACT  
(Add Staff Report)

**ADD TO ITEM #20** CONSIDERATION OF THE ROLE OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT IN THE DEVELOPMENT AND CONSTRUCTION OF THE HIGHWAY 1 WIDENING PROJECT  
(Add Staff Report)

**ADD TO ITEM #22** CONSIDERATION OF STAFF AND FEDERAL TRANSIT ADMINISTRATION (FTA) ACTIONS TO PRESERVE FEDERAL CAPITAL DISCRETIONARY EARMARKED FUNDS  
(Add Staff Report)

**ADD TO ITEM #23** CONSIDERATION OF ELIMINATING THE BOARD MEETING CURRENTLY SCHEDULED FOR DECEMBER 27, 2002  
(Add Staff Report)

#### CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 9 AND SPECIAL BOARD MEETING OF AUGUST 30, 2002
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 7-3. ACCEPT AND FILE AUGUST 2002 RIDERSHIP REPORT & JULY/AUGUST RIDERSHIP FIGURES
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the Claim of: Beverly Beams, Claim #02-0029  
ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF AUGUST 15, 2002
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF AUGUST 14, 2002
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JULY 2002;  
APPROVAL OF BUDGET TRANSFERS
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JUNE 2002
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2002
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE

Director Fitzmaurice mentioned that the High Street bus is making passbys. Bryant Baehr is keeping a record of these and has assigned additional resources in the last week and a half to

address the passbys. One bus passed by students waiting at the stop and the headliner read “bus following”, however, no bus followed. Mr. Baehr will investigate this.

Director Reilly mentioned a bus that sits on Laurel between Mission and King streets. With the new left-turn arrow at Mission, the bus is in the way of traffic. The bus should move further away from the intersection to wait for its passengers. Mr. Baehr will look into this immediately.

- 7-11. **ACCEPT AND FILE METROBASE STATUS REPORT**
- 7-12. **THIS ITEM WAS MOVED TO THE REGULAR AGENDA FOR DISCUSSION AFTER ITEM #10**
- 7-13. **CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS: SEVEN GILLIG BUSES; ONE NEW FLYER BUS; AND ASSOCIATED PARTS INVENTORY; AND DISPOSAL OF FOREIGN AND MUTILATED COIN COLLECTED IN FAREBOXES**
- 7-14. **DELETED – ACTION TAKEN AT THE SEPTEMBER 13, 2002 BOARD MEETING**
- 7-15. **CONSIDERATION OF MINOR SERVICE ADJUSTMENTS EFFECTIVE SEPTEMBER 5, 2002**
- 7-16. **CONSIDERATION OF OFFERING CALPERS OPTION FOR PUBLIC SERVICE CREDIT FOR PEACE CORPS OR AMERICORPS: VISTA SERVICE, FOR DISTRICT EMPLOYEES ENROLLED IN THE PUBLIC EMPLOYEES RETIREMENT SYSTEM**  
(Moved to Consent Agenda at the September 13, 2002 Board Meeting. Staff report retained original numbering as Item #11)
- 7-17. **CONSIDERATION OF RESOLUTION AUTHORIZING THE GENERAL MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS TO EXECUTE GRANTS WITH THE U.S. DEPT. OF TRANSPORTATION FOR FEDERAL FUNDING ASSISTANCE**  
(Moved to Consent Agenda at the September 13, 2002 Board Meeting. Staff report retained original numbering as Item #12)
- 7-18. **CONSIDERATION OF EXTENDING CONTRACTS WITH BLYMYER ENGINEERS, INC.**  
(Moved to Consent Agenda at the September 13, 2002 Board Meeting. Staff report retained original numbering as Item #15)
- 7-19. **CONSIDERATION OF AMENDING BYLAWS TO ENSURE REGULAR BOARD MEETINGS ARE NOT SCHEDULED WITHIN 5 DAYS OF A RECOGNIZED DISTRICT HOLIDAY (THANKSGIVING, CHRISTMAS, NEW YEAR’S DAY)**  
\*By Motion at their September 13, 2002 meeting the Board moved to review the yearly Board Meeting schedule in January for the forthcoming year.  
(Moved to Consent Agenda at the September 13, 2002 Board Meeting. Staff report retained original numbering as Item #17)
- 7-20. **CONSIDERATION OF APPROVAL TO MODIFICATIONS TO ENCROACHMENT PERMIT BETWEEN SANTA CRUZ METRO AND THE CITY OF SANTA CRUZ REDEVELOPMENT AGENCY**

**ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR REILLY**

**Approve the Consent Agenda, including Item #7-10.**

**Motion passed unanimously.**

## REGULAR AGENDA

### 8. CONSIDERATION OF PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

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

#### FIFTEEN YEARS

Carol A. Howard, Bus Operator  
Anna M. Gouveia, Bus Operator  
Scott K. Takehana, Bus Operator  
Thomas E. Taylor, Bus Operator  
Cynthia Cummings, Bus Operator  
Eduardo Biddlecome, Bus Operator  
Soretta Chatman, Bus Operator

#### TWENTY YEARS

Frank Sloan, Mechanic II

#### TWENTY-FIVE YEARS

Robert F. Del Po, Bus Operator

### 9. CONSIDERATION OF ADOPTION OF RESOLUTIONS OF APPRECIATION FOR DISTRICT RETIREES

#### Summary:

Chairperson Ainsworth read the names of all District retirees and distributed Resolutions of Appreciation to those retirees who were present. Bus Operators Ray Polanco and Everette Wehe received a special recognition plaque for driving approximately one million miles during their tenure with the District.

#### Discussion:

Several Directors voiced their sentiments over the retirement of these long-term employees.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ**

**Approve the Resolutions of Appreciation for each of the 23 District retirees.**

**Motion passed unanimously by a roll call vote.**

**THE BOARD TOOK A 10-MINUTE BREAK AT 9:50 A.M. TO ENJOY A SHORT CELEBRATION OF CAKE WITH THE RETIREES AND STAFF PRESENT.**

**THE BOARD CHAIR RECONVENED THE MEETING AT 10:00 A.M.**

**10. CONSIDERATION OF APPOINTMENT OF DIRECTORS TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION**

**Summary:**

Elisabeth Ross stated that the Board appoints Directors to the Santa Cruz Civic Improvement Corporation (SCCIC) every two years. The SCCIC is a financial organization set up to finance bonds. There is no activity currently, however, one of the offices is currently held by a Director who is no longer on the Board. The annual meeting of the SCCIC takes place in October. The Board is being asked to appoint representatives from the Board to the five (5) offices on the SCCIC for a two-year term.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ**

**Appoint the four (4) incumbents (Drs. Ainsworth, Beautz, Fitzmaurice, and Hinkle) plus Director Spence to the SCCIC for a two year term.**

**Motion passed unanimously.**

ITEM #7-12 WAS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION:

**7-12. ACCEPT AND FILE CALL STOP AUDIT REPORT**

**Summary:**

Bryant Baehr informed the Board that the upgrade to the Luminator headsign, which would correct the communication problem between the talking bus technology and the headsigns, would normally cost \$24,000. However, the total cost to the District is only \$1,200 since the cable alone, and not the additional card, would correct this problem on the thirty (30) low-floor buses. Mr. Baehr added that it was requested that the "stop request" light be removed because it is so bright. Staff recommends that the "stop request" light remain on the system to aide hearing impaired riders who might need this feature. All training has been completed in the Operations Dept. on this technology, with the exception of those employees on vacation or medical leaves.

Les White reported that he spoke with Digital Recorders at the recent APTA conference regarding the gap in the operation of the technology during trips to the San Lorenzo Valley. Digital Recorders committed to test a new GPS unit and if successful, the District will be upgraded from the 8-satellite system to the 12-satellite system at no charge.

**Discussion:**

Fahmey Ma'Awad expressed his thanks and gratitude to the Board for converting to the talking bus system. He discussed the following: 1) Requested that the Board reconsider utilizing the Call Stop Committee's list because it was based on manual calling of stops instead of technological. 2) Reconsider the calling of landmarks. He stated that this would absolve the Board of any legal actions also. 3) He has a list of stops that staff could follow to call as many stops as possible, if not all of the stops.

Ed Kramer echoed Mr. Ma'Awad's comments and discussed calling of transfer points, landmarks (points of orientation), street names being announced in a man's voice, and stops being called in a woman's voice. He asked the Board to reconvene the Call Stop Committee to get the technology programmed at its ultimate performance.

Les White stated that staff sent an electronic survey to other transit systems asking what information they mandate for their talking bus system. Mr. White added that reconvening the Call Stop Committee would be prudent, however, it should be done based on the current system performance while keeping in mind that the system is still in the debugging stages. He reiterated that the entire fleet would not be on the electronic system until August 2003. Staff was directed to submit a report to the Board in a few months as to people's input across the board. Director Fitzmaurice asked for a ranking list of the suggestions given, i.e. transfer points would be high on the list. Director Beautz suggested that bus operators obtain suggestions from the riders.

**ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR BEAUTZ**

**Staff should come forward expeditiously to give the Board their firm recommendations on the amendment to the Call Stops to include all items suggested to the staff to date. This recommendation to be reviewed by stakeholders privately with a written report back to the Board within a reasonable timeframe of 3-6 months after implementation of the entire fleet, except for Highway 17 buses.**

Director Fitzmaurice requested a report from staff on the installation of the system and some sense of difficulty to include another wrinkle in the system. Director Almquist recommended that the advertising policy stipulate that the electronic system not be used for advertising and the reasons why it would be a bad idea. Director Tavantzis thanked the staff for the cost savings of the upgrade to the system.

**Motion passed unanimously.**

Director Reilly asked staff to give a report to the Board in the next month or so on the recent APTA conference.

11. **MOVED TO CONSENT AGENDA AS ITEM #7-16**
12. **MOVED TO CONSENT AGENDA AS ITEM #7-17**
13. **DELETED – ACTION TAKEN AT THE SEPTEMBER 13, 2002 BOARD MEETING**
14. **DELETED**
15. **MOVED TO CONSENT AGENDA AS ITEM #7-18**
16. **DELETED – ACTION TAKEN AT THE SEPTEMBER 13, 2002 BOARD MEETING**
17. **MOVED TO CONSENT AGENDA AS ITEM #7-19**
18. **CONSIDERATION OF APPROVAL OF SANTA CRUZ METRO ADVERTISING POLICY AND REGULATIONS**

**Summary:**

Mark Dorfman referred the Board to the staff report which was discussed at the September 13 Board meeting and asked if they wish to open up the advertising to a public forum that staff cannot regulate or restrict it to commercial only.

**Discussion:**

The impact of accepting commercial ads only and no non-profits is as follows: Out of \$230,000 in ads sales by Obie Media year-to-date, 5-7% or \$15,000 was from non-profit advertising. This issue came up due to the contract with Obie Media expiring and new bidders asking what the District restrictions on advertising are. Ex Officio Director Rotkin suggested that a sub-committee be formed to make a determination on questionable ads. Mr. Dorfman pointed out that there are seven (7) categories currently listed as being banned in the current Obie Media contract. Since then, cases have arisen that would establish a new standard, such as community forum vs. commercial advertising.

Les White estimated that the District would obtain \$100,000-\$130,000 as a guarantee based on application ads and between \$60,000-\$80,000 for framed ads. He added that staff wants the proposers to understand that METRO wants to see the highest numbers in both these formats so the Board can decide if it is worthwhile to have a particular type of ad on the bus. Mr. White cited the revenue shortfall of \$610,000 to this year's budget that METRO is experiencing, based on sales tax and the reduction in TDA funds. Mark Dorfman cited a policy that the Metropolitan Atlanta Rapid Transit Authority uses stating the purpose of its advertising is to raise revenues to finance authorities. Atlanta accepts the commercial advertising forum.

**ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR KEOGH**

**Approve the Santa Cruz Metro Advertising Policy and Regulations which stipulate all advertising displayed in or upon the Santa Cruz Metro's buses shall be strictly commercial in nature and purpose.**

Mr. Dorman stated that staff is obtaining prices for the contract to be set up for both five (5) years and for three (3) years with two (2) one-year extensions. The latter term would give the District the ability to end the contract if the economy improves and it is deemed that advertising is not necessary.

**Motion passed with Directors Fitzmaurice and Norton voting no.**

**19. CONSIDERATION OF LETTER OF CORRECTION TO COMMUNITY BRIDGES TO ACHIEVE COMPLIANCE WITH CURRENT PARACRUZ CONTRACT**

**Summary:**

Steve Paulson outlined the areas of non-compliance found when reviewing the July billing from Community Bridges. These areas are listed in the staff report. Staff was able to reduce the bill by \$4,672 due to these non-compliant issues. Staff is working with Community Bridges to bring them into compliance.

**Discussion:**

**ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR BEAUTZ**

**Authorize the General Manager to issue a Letter of Correction to Community Bridges to achieve compliance with terms of the current METRO ParaCruz contract.**

Director Beautz asked to see a report of this nature every six (6) months on the Consent Agenda to keep the Board informed of the status. Director Spence requested a separate log that shows when the numbers are reduced and if there would be an affect on the minimum required, and information on the maximum hold times. Also requested was a report on how the recertification is going and an approximate number of people who have applied for paratransit, the number approved, under what categories they fall, number of denials, the appeals process and outcome of the appeals. Mr. Paulson reported that the total billed for July was \$204,000.

**Motion passed unanimously.**

**20. CONSIDERATION OF THE ROLE OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT IN THE DEVELOPMENT AND CONSTRUCTION OF THE HIGHWAY 1 WIDENING PROJECT**

### **Summary:**

Les White reported that currently the Regional Transportation Commission (RTC) and Caltrans are in the environmental design process of this project utilizing State Transportation Improvement Program (STIP) funds. Financing of the Highway 1 widening would require the passage of a tax measure. Mr. White looked into the following when the RTC inquired about the District's Board authority: a) authority for taxing and bonding; 2) authority for use of eminent domain; 3) authority for design build strategy, and, 4) authority for public partnerships. He added that if the Board develops and adopts a finding that this is a transit project (a most critical component), then the Board could make itself the lead agency for the Highway 1 project. The Board has statutory authority to put taxing measures on the ballot. The statewide maximum is an 8.5% tax and the county is currently at 8%. A .5% tax could be passed by the voters. He further added that METRO has the ability to facilitate bonds and Certificates of Participation.

On the topic of eminent domain, Mr. White stated that METRO has "second" position of eminent domain. METRO must first gain the agreement of the general-purpose local government to allow the Board to go forward and exercise the power. The Board needs 9 of 11 votes to acquire property by eminent domain. The Board can exercise the design building option at their discretion.

Mr. White reminded the Board that the District currently has several big, complex projects in progress: MetroBase, Metro Center renovation, Paratransit system and recertification process, system fixed route service. He asked that if the Board desires to move forward with this, even in the discussion stages, that no current METRO funds be redirected away from the transit system.

### **Discussion:**

In response to Director Ainsworth, Mr. White outlined the scope of what the Board is trying to accomplish at this meeting:

- 1) Does the Board desire that Mr. White respond to the Commission?
- 2) A report to the Board of the authorities that the Board possesses.
- 3) If a report is made to the Commission, does the Board think there is enough merit to the fact that the Board might make a finding of transit relevance?

Linda Wilshusen stated that the Commission wants information on the transit district's powers and authorities in relationship to possibly becoming the Highway construction authority. She added that she thinks there is a secondary interest from the Commissioners, to get an indication from the Board of whether or not it wants the Commission to actually consider that option as one of the final options that the Commission will be looking at for the composition of a Highway construct authority. She further added that the Commission is assuming in their staff report that the RTC, as the regional funding agency, would be the local transportation authority for a sales tax measure. The RTC would continue to be the funding entity but the Highway construction authority would be the implementing agency for the project.



Ex Officio Director Rotkin asked that there be a motion made today that leaves no room for misunderstanding that METRO respectfully declines a role in the development and construction of the Highway 1 widening project. Director Keogh stated that METRO must offer the use of our authorities to the RTC to save the time it would take to gather the authorities by way of the legislature. He added that the Board must also protect staff's time so as not to divert them from current transit projects. Director Reilly stated that there is no way METRO can enter into this without a serious loss of focus and support for the primary purpose of METRO. Director Almquist, who made the motion for the RTC to come to METRO with this, stated that there is a way to structure this where it will affect the Board time but not staff's time. He went on to say that it is important to set it up this way to protect staff and current and anticipated revenues for transit operations and capital purposes. Director Beautz thinks that this is a transit issue but she wouldn't mix it in with current transit projects. Director Phares stated that she feels bus service is connected to traffic and is willing to look into METRO's involvement.

Linda Wilshusen pointed out that the authority for transit districts to conduct a design build project ends in January 2005. This needs to be taken into account. The project would need to be reauthorized after that time. She responded to Ex Officio Director Rotkin's inquiry by stating that the only authority that the transit district has that other local purpose government doesn't have is the design build authority. She added that if legislation is required to set up the highway authority, then labor and construction, both local and state, would support the legislation.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ**

**Continue the meeting past 12:00 noon.**

**Motion passed unanimously.**

Director Norton expressed concern about the eminent domain authority and what the implication to the public would be to have METRO's name attached to this project as the implementing Board. He stated that METRO cannot take on any more projects at this time since it could happen that both MetroBase and the highway widening could take place at the same time. Director Fitzmaurice added that METRO would now have its name on the taxing and bonding which would be confusing to the public and damaging the METRO. He also has questions on who METRO would be arguing with on the issue of eminent domain.

Linda Wilshusen stated that the Commission is assuming that it would remain the funding and programming agency.

Director Tavantzis mentioned that the widening of Highway 1 is important to METRO's mission in that there is no incentive to take the bus if the bus is stuck in the same traffic that commuters are in plus the bus needs to exit the freeway for stops. She added that METRO'S image would be negative to those who were against the widening of the highway but positive with those in favor of it. She suggested the Board leave it open for METRO to assist the RTC.

Director Ainsworth stated that she believes that even if this is a turnkey solution, that Les White is still in the chain of command. Les White added that the Board needs to make a finding to exercise its authority that this is a transit related project. Therefore, it cannot be totally separate from the transit agency. He recommends not having a General Manager for highways and one for transit. The primary impacts:

- 1) Time needed of the Board.
- 2) Does Les White have the capacity to accommodate this? It might be manageable but it would be a major burden. It would only be manageable if it were totally financed, funded and staffed.
- 3) The political issues would be most problematic.

Mr. White strongly recommends that it be integrated at the upper staff level. METRO would benefit from an HOV lane and would still benefit from it if another agency builds it. She asked:

- 1) Is it a transit project?
- 2) Does the Board believe the design build will cut 5-7 years off this project?

Mr. White added that the staff has no great desire for this project, however, if METRO can assist where no one else can, there should be discussion about it.

Ms. Wilshusen stated that the RTC could go ahead with legislation right now and that this will be discussed in December at the RTC workshop. She stated that the critical mechanism to keep it a HOV lane is a bond covenant, which is the most defensible and binding.

Bill Comfort stated that time is of the essence for both the transit district and the widening. The people who made presentations at the RTC outlined the importance of developing an independent mission-focused agency as soon as possible to facilitate the design build as well as funding, preliminary design and environmental reporting. He reiterated that the reason the transit district is key is that it possesses all powers necessary to contract out. METRO would be a mission-focused agency without having to wait for legislation. He believes both can be done together. He asked the Board to please give the General Manager the opportunity educate the RTC at the October 17<sup>th</sup> transportation workshop on how METRO could help even if the Board decided later not to support the approach.

David Asalias, of Santa Cruz, thinks that the RTC has authority to do this project and doesn't see how a bus district can take over a countywide widening. He can't see that METRO has the expertise in handling a project of this size, nor does he see the political makeup in the Board that is in support of the widening project. He doesn't see the Board looking at the overall county by looking at a HOV lane. He stated that it is the charter of the RTC to look at the overall transportation needs countywide.

Peter Scott, representing the Campaign for Sensible Transportation, submitted a letter to the Board opposing the transit district's involvement in this project and urging the Board to look at the definition of what a transit project is in the enabling legislation of the METRO. Does adding

lanes to Highway 1 fit into this definition? He stated that in the mind of the public, METRO should deal with the public transit and not in terms of private vehicles or HOV lanes.

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ**

**Director be authorized to communicate to the RTC the information in the staff report on METRO's authorities to engage in a design build transit project. That this includes a description of the type of discussion the Board has had here and concerns raised by the Board regarding the impact it might have on transit operations and the method available of how to deal with some of these impacts. Make the minutes of this meeting available to the RTC.**

**Motion passed with Directors Fitzmaurice, Norton and Reilly voting no.**

**DIRECTORS KEOGH AND NORTON LEFT THE MEETING.  
DIRECTOR SPENCE LEFT THE ROOM.**

21. **CONSIDERATION OF RESOLUTION TO APPROVE A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PLAN FOR ACQUISITION OF 425 FRONT STREET, SANTA CRUZ (APN #005-152-30) FOR METRO CENTER RENOVATION**  
**PUBLIC HEARING WILL BE HELD AFTER 9 A.M.**

**Summary:**

Les White reported that this is a continuation of the project of the redevelopment of the Metro Center. Staff is recommending that the information received through the environmental assessment initial study conducted on the Greyhound property be addressed through an issuance of the Mitigated Negative Declaration. The staff report addresses those things found as part of the environmental study. Staff recommends that the Board move forward to obtain the allocation of \$800,000 from the California Transportation Commission. Joe Hall of the City of Santa Cruz Redevelopment Agency was present to answer Board questions.

**CHAIRPERSON AINSWORTH OPENED THE PUBLIC HEARING AT 12:32 P.M.**

There were no speakers for the Public Hearing portion of this meeting.

**THE PUBLIC HEARING WAS CLOSED AT 12:32 P.M.**

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR FITZMAURICE**

**Adopt a resolution approving a Mitigate Negative Declaration and Mitigation Monitoring Plan for acquisition of 425 Front Street, Santa Cruz (APN #005-152-30)**

**Motion passed with Directors Keogh, Norton and Spence being absent.**

**22. CONSIDERATION OF STAFF AND FEDERAL TRANSIT ADMINISTRATION (FTA) ACTIONS TO PRESERVE FEDERAL CAPITAL DISCRETIONARY EARMARKED FUNDS**

**ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ**

**The Board of Directors concurs with staff actions to preserve remaining funds for MetroBase.**

**Motion passed with Directors Keogh, Norton and Spence being absent.**

It was noted that the Board just saved \$2 million.

**23. CONSIDERATION OF ELIMINATING THE BOARD MEETING CURRENTLY SCHEDULED FOR DECEMBER 27, 2002**

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR PHARES**

**Eliminate the December 27, 2002 Board Meeting.**

**Motion passed with Directors Keogh, Norton and Spence being absent.**

This information will be published to inform the public of the meeting cancellation. Action items will be taken at the December 13, 2002 Board meeting.

**ADJOURN**

There being no further business, Chairperson Ainsworth adjourned the meeting at 12:35 p.m.

Respectfully submitted

DALE CARR  
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 09/01/02 THRU 09/30/02

CHK SER	CHECK DATE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TRNG. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
7381	09/01/02	-124.50	M020	BLUE CROSS VOID CHECK - REISSUE	79882	VOID CHECK - REISSUE	-124.50	PRE-PAID
7374	09/12/02	-5,000.00	673	MARTINEZ, EMILIO VOID CHECK	80035	VOID CHECK	-5,000.00	PRE-PAID
7708	09/06/02	10,080.51	001043	VISION SERVICE PLAN	79758	SEP VISION INSURANCE	10,080.51	
7709	09/06/02	1,550.86	001063	NEW FLYER INDUSTRIES LIMITED	79759	REV VEH PARTS 25	39.42	
					79760	REV VEH PARTS 1511	1,511.44	
7710	09/06/02	645.00	001257	DOMINICAN HOSPITAL OF S C	79761	JUL DRUG TESTING	645.00	
7711	09/06/02	81,412.49	001316	DEVCO OIL	79762	AUS FUEL	81,412.49	
7712	09/06/02	1,658.75	001492	EVERGREEN OIL INC.	79763	HAZ WASTE DISPOSAL	1,658.75	
7713	09/06/02	807.50	001573	SCOTT P.E., ROBERT W.	79764	PROF SVCS 6/1-7/31	807.50	
7714	09/06/02	35,834.37	001616	UNUM	79765	SEP LTD INS.	35,834.37	
7715	09/06/02	184.98	001711	MOHAWK MFG. & SUPPLY CO.	79766	REV VEH PARTS 185	184.98	
7716	09/06/02	4,038.31	001745	ITT HARTFORD	79767	SEP LIFE/AD&D INS.	4,038.31	
7717	09/06/02	551.32	001837	VIKING OFFICE PRODUCTS	79768	OFFICE SUPPLY ADMIN	551.32	
7718	09/06/02	419.65	002028	WESTCOAST LEGAL SERVICE	79769	PROF/TECH SVCS	105.52	
					79770	PROF/TECH SVCS	314.13	
7719	09/06/02	483.10	002063	COSTCO	79771	CAMERAS - GPS	58.90	
					79772	EMPLOYEE INCENTIVE	367.70	
					79773	EMPLOYEE INCENTIVE	30.43	
					79774	PHOTO PROCESS - OPS	28.07	
7720	09/06/02	12,317.09	002192	BAY EQUIPMENT & REPAIR	79775	OUT REPAIR #121/8026	6,308.42	
					79776	OUT REPAIR VEHICLES	6,008.67	
7721	09/06/02	221.40	002196	STOMBS SIGNS	79777	WTC VINYL LETTERING	221.40	
7722	09/06/02	2,000.00	002352	U.S. POSTAL SERVICE(AMS-TMS)	79778	POSTAGE FDR METER	2,000.00	
7723	09/06/02	570.62	002459	SCOTT'S VALLEY WATER DISTRICT	79779	6/10-8/12 KINGS VLB	29.33	
					79780	6/10-8/12 KINGS VLB	541.29	
7724	09/06/02	35,809.00	002525	EL DORADO BUS SALES, INC.	79781	PARATRANSIT VAN	35,809.00	
7725	09/06/02	32.00	002567	DEPARTMENT OF JUSTICE	79782	JUL FINGERPRINTS	32.00	
7726	09/06/02	81,210.13	002686	WATERLEAF ARCHITECTURE	79783	PROF SVCS 4/30-7/31	81,210.13	
7727	09/06/02	233.05	004	NORTH BAY FORD LINCOLN-MERCURY	79784	OUT REPAIR VEH #201	227.97	
					79785	REV VEH PARTS	5.08	
7728	09/06/02	14.86	007	UNITED PARCEL SERVICE	79786	POSTAGE & MAILING	14.86	
7729	09/06/02	5,924.11	009	PACIFIC GAS & ELECTRIC	79787	7/29-8/27 SAKATA LN	10.80	
					79788	7/29-8/27 SAKATA LN	105.0	
					79789	7/31-8/30 RODRIGUEZ	17.80	
					79790	7/31-8/30 RODRIGUEZ	1,374.26	
					79791	7/31-8/30 BEACH ST	114.93	
					79792	8/1-8/30 111 DUBOIS	857.86	
					79793	8/1-8/30 111 DUBOIS	112.15	
					79794	8/1-8/30 370 ENCINAL	3,340.08	
					79795	8/1-8/30 370 ENCINAL	51.56	
					79796	8/1-8/30 HARVEY WEST	34.17	
7730	09/06/02	2,676.34	013	MOI SERVICE PARTS, INS.	79797	REV VEH PARTS	1,136.91	
					79798	REV VEH PARTS	1,539.43	
7731	09/06/02	9,140.78	018	SALINAS VALLEY FORD SALES	79799	REV VEH PARTS	4,265.50	
					79800	REV VEH PARTS	1,269.35	
					79801	REV VEH PARTS	3,006.93	
7732	09/06/02	539.62	041	MISSION UNIFORM	79802	JUL UNIFORMS/LAUNDRY	539.62	
7733	09/06/02	1,399.09	043	PALACE ART & OFFICE SUPPLY	79871	OFFICE SUPPLIES	1,399.09	

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734	09/06/02	1,892.70 045	ROYAL WHOLESALE ELECTRIC	79803	REPAIRS/MAINTENANCE	1,892.70
735	09/06/02	909.36 059	BATTERIES USA, INC.	79804	REV VEH PARTS	909.36
736	09/06/02	85.00 067	ROTO-ROOTER SEWER/PLUMBING	79805	OUT REPAIR/BLG & IMP	85.00
737	09/06/02	94.18 079	SANTA CRUZ MUNICIPAL UTILITY	79806	JUL LANDFILL	94.18
738	09/06/02	74.24 081	KAR PRODUCTS	79807	PARTS & SUPPLIES	74.24
739	09/06/02	123.00 083	THYSSENKRUPP ELEVATOR -042	79808	AUS ELEVATOR SVC	123.00
740	09/06/02	256.90 087	RECOGNITION SERVICES LTD.	79809	EMP INCENTIVE 240	256.90
741	09/06/02	287.21 107	SAN LORENZO LUMBER CO., INC.	79810	AUS MISC PARTS	287.21
742	09/06/02	2,587.35 117	BILLIG CORPORATION	79811	REV VEH PARTS	49.36
				79812	REV VEH PARTS	2,537.99
743	09/06/02	149.14 122	SCHTD PETTY CASH - OPS	79813	PETTY CASH - OPS	149.14
744	09/06/02	187.50 126	EUCALYPTUS COMMERCIAL SERVICES	79814	SVTC SWEEPING	187.50
745	09/06/02	267.90 147	ZEE MEDICAL SERVICE	79815	SAFETY SUPPLIES	267.90
746	09/06/02	2,367.90 148	ZEP MANUFACTURING COMPANY	79816	REV VEH PARTS	1,209.60
				79817	CLEANING SUPPLIES	1,158.30
747	09/06/02	1,000.00 162	WASHINGTON LETTER ON TRANSPORT	79818	ANNUAL RENEWAL	1,000.00
748	09/06/02	78.93 166	HOSE SHOP, INC., THE	79819	REPAIRS/MAINTENANCE	78.93
749	09/06/02	64.15 261	OFFICE MAX	79820	OFFICE SUPPLY - MET	64.15
750	09/06/02	375.19 282	GRAINGER INC, W. W.	79821	FOLDING GATE - WTC	375.19
751	09/06/02	375.00 292	NORTH COUNTY RECOVERY & TOWING	79822	OUT REPAIR REV VEH	375.00
752	09/06/02	100.00 347	HAMM, SCOTT	79823	PROF/TECH SVCS	100.00
753	09/06/02	7,252.96 378	STEWART & STEVENSON	79824	REV VEH PARTS	64.08
				79825	SMALL TOOLS	1,587.07
				79826	REV VEH PARTS	97.06
				79827	OUT REPAIR REV VEH	5,504.75
754	09/06/02	449.06 389	KENS AUTO PARTS, INC.	79828	CLEANING SUPPLIES	449.06
755	09/06/02	97.89 395	APPLIED GRAPHICS, INC.	79829	BUSINESS CARDS/3100	97.89
756	09/06/02	2,171.29 433	AMPAC BUILDING MAINTENANCE	79830	JUL SERVICE	2,171.29
757	09/06/02	264.11 434	VERIZON WIRELESS-PAGERS	79831	SEP PAGERS	264.11
758	09/06/02	106.98 434B	VERIZON CALIFORNIA	79832	MT SLEWASKI	106.98
759	09/06/02	309.68 436	WEST GROUP PAYMENT CTR	79833	JUL ACCESS CHRG	309.68
760	09/06/02	78.62 461	VULTRON INC.	79834	REV VEH PARTS/SUPPLY	78.62
761	09/06/02	111.92 480	DIESEL MARINE ELECTRIC	79835	REV VEH PARTS	111.92
762	09/06/02	158,462.05 502	PUBLIC EMPLOYEES'	79836	SEP MEDICAL INS.	158,462.05
763	09/06/02	191.92 510	ASCOM HASLER LEASING	79837	SEP EQUIP RENTAL	191.92
764	09/06/02	973.62 511	LUMINATOR	79838	REV VEH PARTS 891	934.75
				79839	REV VEH PARTS 39	38.87
765	09/06/02	900.00 571	MONTEREY INFORMATION TECH.	79840	PROF/TECH SVCS	900.00
766	09/06/02	238.16 625	ASPEN PUBLISHERS, INC.	79841	ANNUAL RENEWAL	238.16
767	09/06/02	775.00 677	SQUARES LUMBER & EROCF INC.	79842	REPAIR FENCE SOB P&R	775.00
768	09/06/02	2,317.90 681	SCOTTS BODY SHOP	79843	OUT REPAIR VEH #116	2,317.90
769	09/06/02	120.00 682	AMY L. WEISS	79844	PROF SVCS	120.00
770	09/06/02	7,333.00 683	TRISTAR RISK MANAGEMENT	79870	7/24-10/23 WC SVC FE	7,333.00
771	09/06/02	35,319.75 800	DELTA DENTAL PLAN	79845	SEP RENTAL	35,319.75
772	09/06/02	3,609.80 804	ORTHOPAEDIC HOSPITAL	79846	SEP TECH SVCS	3,609.80
773	09/06/02	42.07 848	SANTA CRUZ ELECTRONICS	79847	OFFICE SUPPLY - IT	42.07
774	09/06/02	1,728.88 903	KEYSER MARSTON ASSOCIATES, INC	79848	JUL PROF SVCS	1,728.88
775	09/06/02	309.00 932	A.L. LEASE COMPANY, INC.	79849	REPAIRS/MAINTENANCE	309.00
776	09/06/02	226.97 950	PARADISE LANDSCAPE	79850	IRRIGATION MAINT	226.97
777	09/06/02	100.00 8001	AINSWORTH, SHERYL	79860	ALS BOARD MEETINGS	100.00

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777	09/06/02	-100.00 B001	AINSWORTH, SHERYL VOID CHECK - REISSUE	79874	VOID CHECK - REISSUE	-100.00 PRE-PAID
778	09/06/02	100.00 B002	ALMQUIST, JEFF	79861	AUG BOARD MEETING	100.00
778P	09/06/02	-100.00 B002	ALMQUIST, JEFF VOID CHECK - REISSUE	79876	VOID CHECK - REISSUE	-100.00 PRE-PAID
779	09/06/02	100.00 B004	FITZMAURICE, TIM	79862	AUG BOARD MEETING	100.00
779P	09/06/02	-100.00 B004	FITZMAURICE, TIM VOID CHECK - REISSUE	79878	VOID CHECK - REISSUE	-100.00 PRE-PAID
780	09/06/02	50.00 B006	HINKLE, MICHELLE	79863	AUG BOARD MEETING	50.00
780P	09/06/02	-50.00 B006	HINKLE, MICHELLE VOID CHECK - REISSUE	79880	VOID CHECK - REISSUE	-50.00 PRE-PAID
781	09/06/02	50.00 B007	KEOGH, MICHAEL	79864	AUG BOARD MEETING	50.00
782	09/06/02	100.00 B010	NORTON, DENNIS	79865	AUG BOARD MEETING	100.00
783	09/06/02	100.00 B011	REILLY, EMILY	79867	AUG BOARD MEETING	100.00
784	09/06/02	100.00 B012	SPENCE, PAT	79868	AUG BOARD MEETING	100.00
785	09/06/02	50.00 B013	VENTURA PHARES, ANA	79866	AUG BOARD MEETING	50.00
786	09/06/02	100.00 B014	CITY OF WATSONVILLE	79869	AUG BOARD MEETING	100.00
787	09/06/02	36.93 E002	STICKEL, TOM	79851	EMPLOYEE INCENTIVE	36.93
788	09/06/02	27.74 E002A	STICKEL, TOM	79852	MILEAGE	27.74
789	09/06/02	14.40 E373	DORFMAN, MARK	79853	PARKING & TOLLS	14.40
790	09/06/02	42.00 E397	GALLAGHER, MARGARET	79854	CHP RPTS & SVC FEE	42.00
791	09/06/02	242.00 M014	HARRELL, LAURA	79858	SEP MEDICAL INS.	242.00
792	09/06/02	124.50 M020	BLUE CROSS	79859	OCT MED PREMIUM	124.50
793	09/06/02	3,231.10 R311	CALIFORNIA STATE AUTO ASSOC.	79855	SETTLEMENT CLAIM	3,231.10
794	09/06/02	36.20 R380	ALICIA MARTINEZ GALARCEE	79856	DEPOSITION	36.20
795	09/06/02	36.20 R381	MARCO MARTINEZ GALARCEE	79857	DEPOSITION	36.20
796	09/09/02	188.16 672	GOVERNORS INN	79885	9/12&13 LODGING	188.16
797	09/09/02	100.00 B001	AINSWORTH, SHERYL	79875	AUG BOARD MEETING	100.00
798	09/09/02	100.00 B002	ALMQUIST, JEFF	79877	AUG BOARD MEETING	100.00
799	09/09/02	100.00 B004	FITZMAURICE, TIM	79879	AUG BOARD MEETING	100.00
800	09/09/02	50.00 B006	HINKLE, MICHELLE	79881	AUG BOARD MEETING	50.00
801	09/09/02	80.00 E303	MCGLAZE, GILLIAN	79884	9/12&13 DMV TRAIN	80.00
802	09/09/02	124.50 M020	BLUE CROSS	79883	SEP MEDICAL INS.	124.50
803M	09/12/02	5,000.00 673	MARTINEZ, EMILIO PROF SVCS	80036	PROF SVCS	5,000.00 MANUAL
804	09/20/02	595.75 001	PACIFIC BELL/SAC	79886	SEP LINE - IT	595.75
805	09/20/02	6,508.55 001063	NEW FLYER INDUSTRIES LIMITED	79887	REV VEH PARTS 1714	1,713.91
				79888	REV VEH PARTS 4040	4,039.52
				79889	REV VEH PARTS 755	755.12
806	09/20/02	1,366.07 001119	MADERICH PARTNERSHIP, LP. THE	79890	OCT-CAPITOLA MALL	1,366.07
807	09/20/02	943.40 001263	ABBOTT STREET RADIATOR	79891	REPAIR RADIATOR	943.40
808	09/20/02	1,156.00 001267	BOGNER SHEET METAL	79892	REPAIR A/C - OPS	1,156.00
809	09/20/02	181.03 001315	WASTE MANAGEMENT OF S C	79893	AUG KINGS VILLAGE	125.26
				79894	AUG MT HERMON/KINGS	55.77
810	09/20/02	330.00 001523	SANTA CRUZ MEDICAL CLINIC	79895	AUG MEDICAL EXAMS	330.00
811	09/20/02	14.47 001648	STEVE'S UNION	79896	AUG FUEL	14.47
812	09/20/02	871.15 001800	THERMO KING OF SALINAS, INC	79897	OUT REPAIR/VEH #893	871.15
813	09/20/02	20.57 001837	VIKING OFFICE PRODUCTS	79898	OFFICE SUPPLIES/LBL	20.57
814	09/20/02	74.86 001856	BAY COMMUNICATIONS	79899	NIGHT DWL SVC - OPS	74.86
815	09/20/02	97.75 001896	NATIONAL BUSINESS INSTITUTE	79900	WORK COMP MANUAL/LBL	97.75

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					79901	WORK COMP SEMINAR	259.00	
816	09/20/02	555.68	001936	WORLDCOM TECHNOLOGIES, INC.	79902	AUG LONG DISTANCE	555.68	
817	09/20/02	520.18	001976	SPORTWORKS NORTHWEST, INC.	79903	REV VEH PARTS 141	145.26	
					79904	REV VEH PARTS 364	374.92	
818	09/20/02	2,080.88	001A	PACIFIC BELL/WORLDCOM	79905	AUG PHONE LINE	92.15	
					79906	AUG RNDNES	1,988.73	
819	09/20/02	677.09	002012	CARTER, H.V. CO. INC.	79907	REPAIRS/MAINTENANCE	677.09	
820	09/20/02	164.58	002028	WESTCOAST LEGAL SERVICE	79908	AUG PROF SVCS	164.58	
821	09/20/02	59.22	002063	COSTCO	79909	OFFICE SUPPLIES/OPS	32.82	
					79910	PHOTO PROCESS RISK	26.40	
822	09/20/02	29,768.12	002116	HINSHAW, EDWARD & BARBARA	79911	OCT - 370 ENCINAL	23,701.79	
					79912	OCT - 120 DUBOIS	6,066.33	
823	09/20/02	10,529.37	002117	IULIANO, NICK	79913	OCT - 111 DUBOIS	10,529.37	
824	09/20/02	287.28	002184	CLARION HOTEL	79914	10/27-10/30 SLATER	287.28	
825	09/20/02	1,060.00	002238	CRANE CERTIFICATION CO.	79915	OUT REPAIR EQUIPMENT	1,060.00	
826	09/20/02	252.81	002247	DINERS CLUB	79916	3888-300190-3702	252.81	
827	09/20/02	2,000.00	002267	SHAW & YODER, INC.	79917	JUL LEGISLATIVE SVCS	2,000.00	
828	09/20/02	569.89	002278	CHEMSEARCH	79918	PUREWASH SYSTEMS	569.89	
829	09/20/02	10,672.67	002287	CALIFORNIA SERVICE EMPLOYEE	79919	SEP MEDICAL	10,672.67	
830	09/20/02	3,750.00	002346	CHANEY, CAROLYN & ASSOC., INC.	79920	SEP LEGISLATIVE SVCS	3,750.00	
831	09/20/02	135.00	002380	MOBILE STORAGE GROUP, INC.	79921	8/26-9/23 CONTAINER	135.00	
832	09/20/02	13.71	002514	APEX WELDING SUPPLIES, INC.	79922	MISC SUPPLIES	13.71	
833	09/20/02	2,328.16	002610	FREDERICK ELECTRONICS CORP.	79923	OCT - 375 ENCINAL	2,328.16	
834	09/20/02	5,199.46	002626	NELSON\NYGAARD	79924	PRDF /TECH SVCS	5,199.46	
835	09/20/02	1,247.64	002634	PITNEY BOWES PURCHASE POWER	79925	POSTAGE/SUPPLIES FLT	1,247.64	
836	09/20/02	253.80	002643	IOS CAPITAL	79926	7/22-10/21 CANON RNT	253.80	
837	09/20/02	279.90	004	NORTH BAY FORD LINC-MERCURY	79927	OUT REPAIR VEH# 202	279.90	
838	09/20/02	197.16	007	UNITED PARCEL SERVICE	79928	FREIGHT OUT	197.16	
839	09/20/02	7,623.64	009	PACIFIC GAS & ELECTRIC	79929	8/6-9/6 PACIFIC	697.44	
					79930	8/6-9/6 PACIFIC	1,377.17	
					79931	8/6-9/6 PACIFIC	99.65	
					79932	8/1-9/3 GOLF CLUB	2,139.94	
					79933	8/1-9/3 GOLF CLUB	101.32	
					79934	8/1-9/3 RIVER ST	2,428.77	
					79935	8/1-9/3 RIVER ST	30.29	
					79936	8/12-9/11 KINGS	11.23	
					79937	8/12-9/11 KINGS	12.10	
					79938	8/12-9/11 KINGS	449.87	
					79939	7/31-8/31 CNS	275.76	
840	09/20/02	471.42	013	MCI SERVICE PARTS, INC.	79940	REV VEH PARTS	290.20	
					79941	REV VEH PARTS	181.22	
841	09/20/02	1,467.91	018	SALINAS VALLEY EORD SALES	79942	REV VEH PARTS	1,467.91	
842	09/20/02	338.68	020	ADT SECURITY SYSTEMS,	79943	SEP ALARMS	338.68	
843	09/20/02	832.31	039	KINKO'S INC.	79944	AUG PRINTING	832.31	
844	09/20/02	2,745.92	041	MISSION UNIFORM	79945	AUG UNIFORMS/LAUNDRY	2,745.92	
845	09/20/02	138.63	042	ORCHARD SUFF LY HARDWARE	79946	REPAIRS/MAINTENANCE	138.63	
846	09/20/02	922.95	056	GREEN LINE	79947	HAZ WASTE DISPOSAL	922.95	
847	09/20/02	6,313.34	068	UNITED LABORATORIES	79948	CLEANING SUPPLIES	3,532.20	
					79949	CLEANING SUPPLIES	3,180.14	
848	09/20/02	237.60	074	KENVY LEE & SONS LOCKSMITH	79950	AUG LOCKS/KEYS	237.60	



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

DATE: 09/01/02 THRU 09/30/02

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
849	09/20/02	443.98 075	COAST PAPER & SUPPLY INC.	79951	CLEANING SUPPLIES	443.98
850	09/20/02	13,539.27 079	SANTA CRUZ MUNICIPAL UTILITY	79952	6/28-8/27 PACIFIC	74.00
				79953	6/28-8/27 PACIFIC	5,259.57
				79954	6/28-8/27 GOLF CLUB	1,516.38
				79955	6/28-8/27 ENCINAL	1,552.20
				79956	6/28-8/27 ENCINAL	163.93
				79957	6/28-8/27 RIVER ST	3,694.79
				79958	6/28-8/27 111 DUBOIS	1,278.40
851	09/20/02	870.00 080	STATE BOARD OF EQUALIZATION	79959	AUG SALES TAX PREPAY	870.00
852	09/20/02	144.61 081	KAR PRODUCTS	79960	PARTS & SUPPLIES	144.61
853	09/20/02	123.00 083	THYSSENKRUPP ELEVATOR -042	79961	SEP ELEVATOR SVC	123.00
854	09/20/02	14,188.37 085	DIXON & SON, INCORPORATED	79962	OUT REPAIR REV VEH	485.92
				79963	AUG TIRES/TUBES	13,702.45
855	09/20/02	250.92 090	CRYSTAL SPRINGS WATER CO.	79964	AUG WATER FLEET	250.92
856	09/20/02	121,512.77 101	EGS CLAIMS SERVICES, INC.	79965	AUG TRUST ACCOUNT	121,512.77
857	09/20/02	326.52 104	STATE STEEL COMPANY	79966	REV VEH PARTS/SUPPLY	326.52
858	09/20/02	2,305.76 110	JESSICA GROCERY STORE, INC.	79967	OCT CUSTODIAN SVCS	2,305.76
859	09/20/02	4,943.76 117	GILLIS CORPORATION	79968	REV VEH PARTS	1,954.21
				79969	REV VEH PARTS	1,279.24
				79970	REV VEH PARTS	1,710.31
860	09/20/02	999.00 120	OFFICE DYNAMICS INC.	79971	FAX MACHINE/FLEET	999.00
861	09/20/02	94.76 130	WATSONVILLE CITY WATER DEPT.	79972	8/1-9/1 SAKATA	13.09
				79973	8/1-9/1 RODRIGUEZ	9.25
				79974	8/1-9/3 SAKATA	72.42
862	09/20/02	9,650.27 134	DAY WIRELESS SYSTEMS	79975	OUT REPAIR EQUIP	9,650.27
863	09/20/02	721.38 135	SANTA CRUZ AUTO PARTS, INC.	79976	REV VEH PARTS/SUPPLY	721.38
864	09/20/02	237.50 136	DANCING MAN IMAGERY	79977	FALL BID 2002	237.50
865	09/20/02	291.04 149	SANTA CRUZ SENTINEL	79978	AUG ADVERTISING	291.04
866	09/20/02	1,001.53 166	HOSE SHOP, INC.,THE	79979	REPAIRS/MAINTENANCE	91.14
				79980	REPAIRS/MAINTENANCE	40.19
				79981	PARTS & SUPPLIES	870.20
867	09/20/02	1,820.73 170	TOWNSEND'S AUTO PARTS	79982	REV VEH PARTS	1,820.73
868	09/20/02	4,865.60 183	BAYSHORE TRUCK EQUIPMENT CO.	79983	OUT REPAIR/REV VEH	2,113.40
				79984	OUT REPAIR/REV VEH	2,752.20
869	09/20/02	1,045.11 191	GOLDEN GATE PETROLEUM	79985	AUG FUEL - FLEET	1,045.11
870	09/20/02	125.17 192	ALWAYS UNDER PRESSURE	79986	REPAIRS/MAINTENANCE	125.17
				79987	REPAIRS/MAINTENANCE	63.37
871	09/20/02	211.20 215	IKON OFFICE SOLUTIONS	79988	SEP MAINTENANCE	211.20
872	09/20/02	2,520.20 221	VEHICLE MAINTENANCE PROGRAM	79989	REV VEH PARTS 2020	2,520.20
873	09/20/02	43.76 232	CRESCENT TRUCK LINES, INC.	79990	SHIPPING CHARGES	43.76
874	09/20/02	96.22 282	BRAINER INC, W. W.	79991	REPAIRS/MAINTENANCE	96.22
875	09/20/02	1,106.05 294	ANDY'S AUTO SUPPLY	79992	REV VEH PARTS/SUPPLY	1,106.05
876	09/20/02	619.23 316	WATSONVILLE AUTO SUPPLY	79993	REV VEH PARTS	619.23
877	09/20/02	65.33 372	FEDERAL EXPRESS	79994	AUG MAILINGS	65.33
878	09/20/02	6,070.72 378	STEWART & STEVENSON	79995	REV VEH PARTS	556.24
				79996	REBUILD TRANSMISSION	5,202.48
				79997	OUT REPAIR/REV VEH	312.00
879	09/20/02	176.30 394	APPLIED DIGITAL SOLUTIONS	79998	OFFICE SUPPLY/IT	176.30
880	09/20/02	376.18 395	APPLIED LABORATORIES, INC.	79999	PRINTING	376.18
881	09/20/02	377.26 409	MULTIWAVE DIRECT	80000	MONITORING - IT	377.26

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 09/01/02 THRU 09/30/02

CHECK SER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
7882	09/20/02	295.00	421 PAGE PUBLICATIONS	80001	TRANSIT ACCESS RPT	295.00	
7883	09/20/02	2,171.29	433 AMPAC BUILDING MAINTENANCE	80002	AUG CUSTODIAL SVCS	2,171.29	
7884	09/20/02	460.68	438 WEST GROUP PAYMENT CTR	80003	CA CIVIL TRIALS/LEL	351.00	
				80004	AUG ACCESS CHGS	109.68	
7885	09/20/02	6,707.20	480 DIESEL MAR NE ELECTRIC	80005	REV VEH PARTS	3,678.46	
				80006	REV VEH PARTS	3,010.74	
7886	09/20/02	160.00	481 PIED PIPER EXTERMINATORS, INC.	80007	AUG PEST CONTROL	160.00	
7887	09/20/02	22,327.09	500 PAIGE'S SECURITY SERVICES, INC	80008	AUG SECURITY	22,327.09	
7888	09/20/02	250.00	502B CALPERS	80009	10/28-10/30 CALPERS	250.00	
7889	09/20/02	215.01	510 ASCOM HASLER LEASING	80010	OCT EQUIP RENTAL	215.01	
7890	09/20/02	253.98	566 CALISTOGA SPRING WATER CO.	80011	AUG WATER - ADM	253.98	
7891	09/20/02	22,698.00	616 BROWN ARMSTRONG	80012	AUDIT SERVICES	22,698.00	
7892	09/20/02	300.03	647 BFI GENFARE	80013	REV VEH PARTS	300.03	
7893	09/20/02	192.00	653 UCSC REGENTS	80014	REFUND STUDENT CPNS	192.00	
7894	09/20/02	1,509.84	664 BAY COUNTIES PITCOCK PETROLEUM	80015	FUEL - FLEET	1,509.84	
7895	09/20/02	10,133.90	676 WEBER, HAYES & ASSOCIATES	80016	PROF/TECH SVCS	10,133.90	
7896	09/20/02	250.89	680 BOVPLACE	80017	MAINT - NETSHIELD	250.89	
7897	09/20/02	498.00	685 BROOKS INTERNET SOFTWARE, INC.	80018	SOFTWARE/IT 498	498.00	
7898	09/20/02	203.65	702 EXCEL DRYER CORPORATION	80019	REPAIRS/MAINT 198	203.65	
7899	09/20/02	90.00	722 JETER, GRADY L.	80020	PROF SVCS	90.00	
7900	09/20/02	24,615.61	782 BLYMYER ENGINEERS, INC.	80021	JUL PROF SVCS	14,013.65	
				80022	JUL PROF SVCS	10,601.96	
7901	09/20/02	1,592.89	820 PACIFICARE/CALPERS MAS TEAM	80023	COBRA PREMIUMS	964.12	
				80024	OCT COBRA MEDICAL	209.59	
				80025	OCT COBRA MEDICAL	419.18	
7902	09/20/02	900.00	840 BOUCHARD, BRENT	80026	OCT - VERNON LOT	900.00	
7903	09/20/02	166.21	848 SANTA CRUZ ELECTRONICS	80027	OFFICE SUPPLIES/IT	166.21	
7904	09/20/02	561.88	850 HEALTH NET	80028	OCT COBRA PREMIUM	561.88	
7905	09/20/02	253.98	855 BLUE CROSS OF CALIFORNIA	80029	OCT COBRA PREMIUM	253.98	
7906	09/20/02	449.32	932 A.L. LEASE COMPANY, INC.	80030	REPAIRS/MAINTENANCE	449.32	
7907	09/20/02	44.00	E257 COTRONEO, MICHAEL	80031	DMV/VTT FEES	44.00	
7908	09/20/02	66.00	E351 PRECIADO, AURELIO	80032	DMV MEDICAL EXAM	66.00	
7909	09/20/02	46.97	E490 MOORE, CAROL	80033	EMPLOYEE INCENTIVE	46.97	
7910	09/20/02	303.19	R382 SUE BECKER	80034	SETTLEMENT CLAIM	303.19	
7911	09/23/02	306.00	M001 HORTON, JOSEPH	80037	OCT MEDICAL PREMIUM	306.00	
7912	09/23/02	306.00	M002 RACKLEY, EARL	80038	OCT MEDICAL PREMIUM	306.00	
7913	09/23/02	153.00	M003 WYANT, JUDI	80039	OCT MEDICAL PREMIUM	153.00	
7914	09/23/02	153.00	M005 ROSS, EMERY	80040	OCT MEDICAL PREMIUM	153.00	
7915	09/23/02	397.00	M006 VAN DER ZANDE, ED	80041	OCT MEDICAL PREMIUM	397.00	
7916	09/23/02	298.00	M007 BLAIR-ALWARD, GREGORY	80042	OCT MEDICAL PREMIUM	298.00	
7917	09/23/02	298.00	M008 CAMPOS, ARVILLA	80043	OCT MEDICAL PREMIUM	298.00	
7918	09/23/02	567.00	M009 FREEMAN, MARY	80044	OCT MEDICAL PREMIUM	567.00	
7919	09/23/02	170.00	M010 SHORT, SLOAN	80045	OCT MEDICAL PREMIUM	170.00	
7920	09/23/02	178.00	M011 LAWSON, LOIS	80046	OCT MEDICAL PREMIUM	178.00	
7921	09/23/02	178.00	M012 ROSE, JACK	80047	OCT MEDICAL PREMIUM	178.00	
7921P	09/23/02	-178.00	M012 ROSE, JACK	80175	VOID CHECK	-178.00	PRE-PAID
					VOID CHECK		
7922	09/23/02	170.00	M013 JAHNKE, EILEEN	80048	OCT MEDICAL PREMIUM	170.00	
7923	09/23/02	50.00	M015 HETH, KATHRYN	80049	OCT MEDICAL PREMIUM	50.00	
7924	09/23/02	25.00	M016 HICKLIN, DONALD KENT	80050	OCT MEDICAL PREMIUM	25.00	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 09/01/02 THRU 09/30/02

CHK SER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VE DOR T PE	TRANS NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT
7925	09/23/02	25.00	M017 PORTILHA, EARLENE		80051	DCI MEDICAL PREMIUM	25.00
7926	09/23/02	25.00	M018 SANDRETTI, ALFRED		80052	DCI MEDICAL PREMIUM	25.00
7927	09/23/02	42.00	M019 WILLIAMS, ROBERT		80053	DCI MEDICAL PREMIUM	42.00
AL		927,552.52	COAST COMMERCIAL BANK			TOTAL CHECKS 227	927,552.52

## Santa Cruz METRO September 2002 Ridership Report

### REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	Revenue/ Passenger	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Monthly Pass
10	\$ 2,246.03	23,903	\$ 0.09	17,324	2,070	37	43	21	18	327	683	2,030
13	\$ 423.92	9,115	\$ 0.05	7,997	498	11	12	-	1	41	171	177
15	\$ 1,296.63	25,543	\$ 0.05	21,976	1,506	22	26	2	5	188	527	621
16	\$ 5,899.03	67,066	\$ 0.09	53,225	4,017	91	114	39	22	864	1,745	3,281
19	\$ 1,881.37	20,174	\$ 0.09	15,093	1,620	33	57	14	36	272	535	1,383
2	\$ 2,065.29	6,202	\$ 0.33	1,750	267	77	46	17	29	329	184	1,990
3A	\$ 1,287.72	3,930	\$ 0.33	384	109	45	86	11	32	252	91	1,982
3B	\$ 2,072.86	4,658	\$ 0.45	535	92	86	85	7	31	242	161	1,917
3N	\$ 131.86	391	\$ 0.34	77	9	-	9	1	-	9	17	160
4	\$ 844.40	3,932	\$ 0.21	126	18	34	134	62	70	115	41	2,865
6	\$ 23.74	36	\$ 0.66	-	-	-	2	-	1	1	1	12
7	\$ 739.74	2,411	\$ 0.31	195	32	28	72	15	56	254	21	1,274
7N	\$ 1,622.24	3,458	\$ 0.47	406	72	3	28	9	2	163	161	1,204
8	\$ 1,069.80	3,441	\$ 0.31	354	59	47	64	10	47	183	52	1,880
9	\$ 42.40	98	\$ 0.43	6	3	2	1	-	-	1	2	51
12A	\$ 158.82	2,733	\$ 0.06	2,291	237	6	-	-	1	9	62	54
12B	\$ 155.55	3,217	\$ 0.05	2,839	139	-	4	-	-	18	57	65
20	\$ 155.90	3,842	\$ 0.04	3,365	252	2	3	-	2	6	79	66
22	\$ 145.91	3,091	\$ 0.05	2,693	175	-	4	-	-	10	77	67
31	\$ 2,365.23	4,578	\$ 0.52	151	26	59	60	28	32	294	229	1,866
32	\$ 972.95	1,573	\$ 0.62	58	13	9	11	16	8	72	22	480
33	\$ 325.75	598	\$ 0.54	1	1	10	-	1	-	2	3	291
34	\$ 383.96	712	\$ 0.54	2	-	-	1	-	-	-	4	327
35	\$ 24,895.22	45,695	\$ 0.54	720	321	714	538	97	311	2,107	1,994	19,242
36	\$ 418.93	1,021	\$ 0.41	20	42	27	21	-	1	139	71	446
40	\$ 1,778.34	2,505	\$ 0.71	58	26	102	24	2	21	59	125	817
41	\$ 1,176.03	1,999	\$ 0.59	167	86	32	19	4	6	114	238	530
42	\$ 665.50	1,116	\$ 0.60	93	12	6	26	-	6	45	121	313
52	\$ 879.02	2,070	\$ 0.42	19	8	22	70	21	42	166	18	1,024
54	\$ 2,451.62	6,022	\$ 0.41	81	16	102	127	31	56	1,675	233	1,988
55	\$ 584.53	1,973	\$ 0.30	42	13	9	31	30	5	641	51	702
58	\$ 172.00	437	\$ 0.39	3	-	2	-	-	-	6	11	272
59	\$ 136.69	434	\$ 0.31	13	14	2	26	4	14	39	4	227
60	\$ 268.06	456	\$ 0.59	4	-	7	18	6	2	32	6	196
63	\$ 611.35	1,441	\$ 0.42	17	5	26	77	81	40	124	30	717
65	\$ 3,770.88	8,251	\$ 0.46	493	123	144	154	105	116	413	204	3,797
66	\$ 9,332.71	18,004	\$ 0.52	827	195	374	206	125	117	991	438	7,526
67	\$ 5,304.95	10,968	\$ 0.48	738	152	205	175	85	86	525	364	4,727
69	\$ 7,274.77	15,266	\$ 0.48	1,015	330	285	251	101	130	945	600	6,326
69A	\$ 12,613.57	22,382	\$ 0.56	979	334	401	382	99	178	1,002	790	8,292
69N	\$ 1,571.90	3,677	\$ 0.43	379	70	7	28	18	4	583	156	1,092
69W	\$ 15,337.68	30,889	\$ 0.50	994	340	327	389	229	182	4,729	943	10,234
70	\$ 2,460.25	7,575	\$ 0.32	190	88	67	79	49	36	3,084	259	1,884
71	\$ 52,896.48	95,975	\$ 0.55	1,823	815	1,081	1,789	531	740	12,987	2,790	29,539
72	\$ 6,589.58	9,292	\$ 0.71	11	20	189	232	13	87	335	199	2,750
73	\$ 5,502.28	8,085	\$ 0.68	8	3	79	285	53	136	205	64	2,517
75	\$ 8,833.31	12,015	\$ 0.74	2	17	258	231	14	131	299	158	3,445
78	\$ 134.10	205	\$ 0.65	1	-	3	6	2	5	9	2	75
79	\$ 1,429.66	2,458	\$ 0.58	7	2	21	123	14	66	110	23	950
91	\$ 3,999.86	8,763	\$ 0.46	733	297	141	75	12	32	1,763	327	2,288
Unknown	27.91	57	\$ 0.49	18	3	-	2	2	1	4	2	4
<b>TOTAL</b>	<b>\$ 197,428.28</b>	<b>513,733</b>	<b>\$ 0.38</b>	<b>140,303</b>	<b>14,547</b>	<b>5,235</b>	<b>6,246</b>	<b>1,981</b>	<b>2,944</b>	<b>36,783</b>	<b>15,146</b>	<b>135,963</b>

ROUTE	REVENUE	RIDERSHIP	Revenue/ Passenger	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	None	ECO Pass	Bike	Monthly Pass
17	\$ 12,975.95	14,794	\$ 0.88	8	14	232	419	22	105	218	562	10,588

RIDERSHIP	
Art & Wine	3,589
UC Boardwalk	3,186
Big Basin	624
Night Owl	1,254
<b>TOTAL</b>	<b>8,653</b>

<b>September Ridership</b>	<b>537,180</b>
<b>September Revenue</b>	<b>\$ 210,404.23</b>

**BUS OPERATOR LIFT TEST \*PULL-OUT\* (ACCESSIBLE FLEET ONLY)**

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	3	4	3	1	3	100%
FLYER/LOW FLOOR - 40'	12	12	10	10	0	10	100%
FLYER/LOW FLOOR - 35'	18	2	16	14	2	14	100%
FLYER/HIGH FLOOR - 35'	25	3	22	19	3	19	100%
GILLIG/SAM TRANS - 40'	10	5	5	3	2	3	100%
GILLIG/FOOTHILL - 40'	20	6	14	8	6	8	100%
GILLIG/REGULAR - 35'	4	4	0	0	0	0	100%
GILLIG/SHORT BUS - 30'	3	3	0	0	0	0	100%
GMC/HIGHWAY 17 - 40'	8	2	6	3	3	3	100%
CHAMPION	4	2	2	1	1	1	100%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF SEPTEMBER, 2002

DATE	DAY	BUS #	REASON
09/05/02	THURSDAY	8919G	Lift barrier will not lower to the ground
09/06/02	FRIDAY	8081 F	Lift malfunctioning, won't move from lowered platform position
09/09/02	MONDAY	891 OG	Platform will not lift when passenger is on it
09/10/02	TUESDAY	8910G	Lift will not raise with wheelchair on it
09/10/02	TUESDAY	89156	No power to lift
09/10/02	TUESDAY	8919G	Kneel not working
09/11/02	WEDNESDAY	8081 F	Lift will not stow
09/11/02	WEDNESDAY	8106F	Lift not working
09/12/02	THURSDAY	8918G	Lift platform will not lower to the curb
09/13/02	FRIDAY	8094F	Kneel action is poor
09/15/02	SUNDAY	8093F	Kneel, raise position loses air
09/16/02	MONDAY	8078F	Kneel position is difficult to get out of
09/16/02	MONDAY	8094F	Kneel won't stay in down position
09/16/02	MONDAY	98386	Kneel makes a bad rattling noise in front
09/19/02	THURSDAY	8901 G	Lift will not deploy
09/19/02	THURSDAY	8905G	Lift not working
09/20/02	FRIDAY	8919G	Ramp and barrier will not go down
09/20/02	FRIDAY	9831 G	Lift not working, also rattles so loudly
09/22/02	TUESDAY	8093F	Air bags over fill on raising the kneel position
09/23/02	MONDAY	8078F	Kneel still gets stuck
09/23/02	MONDAY	8093F	Lift gets stuck, also kneel may have an air leak
09/23/02	MONDAY	8098F	Problem with kneel
09/23/02	MONDAY	89046	Lift won't lower
09/25/02	WEDNESDAY	8105F	Kneel does not work when you have a full load
09/26/02	THURSDAY	8094F	Kneel won't stay in 'hold' position
09/26/02	THURSDAY	8913G	Platform will not extend out
09/26/02	THURSDAY	9831 G	Lift won't go out more than an inch or so - hung up
09/26/02	THURSDAY	8094F	Kneel pops up on its own
09/26/02	THURSDAY	8920LF	Lift is broken
09/29/02	SUNDAY	8093F	Air bags over fill on raising the kneel position
09/30/02	MONDAY	8306GM	No lift

F New Flyer  
 G Gillig  
 GR Grumman  
 C Champion  
 LF Low Floor Flyer  
 GM GMC

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

**GOVERNMENT TORT CLAIM**



**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Steve Senko Received: 10/07/02 Claim #: 02-0030  
Date of Incident: 04/24/02 Occurrence Report No.: MISC 20-12

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

- 1. Deny the claim.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Approve the claim in the amount of \$\_\_\_ and reject it as to the balance, if any.

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: October 15, 2002

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of October 25, 2002.

\_\_\_\_\_  
Dale Carr-  
Recording Secretary

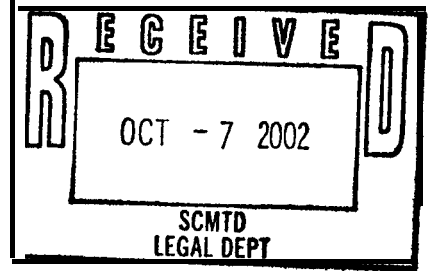
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Date

MG/hp

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117  
METRO OnLine at <http://www.scmtd.com>



Roger D. Hecht, Esq. (SBN 118662)  
**FRIEDLAND, FARLING & HECHT**  
95 S. Market Street, Suite 640  
San Jose, CA 95113  
Telephone: (408) 297-5300



Attorneys for Claimant

1 IN THE MATTER OF THE CLAIM )  
2 OF Steve Senko, )  
3 )  
4 ) **CLAIM FOR DAMAGES**  
5 ) **AGAINST PUBLIC ENTITY**  
6 )  
7 Claimant, )  
8 )  
9 ) **(GOVERNMENT CODE SECTIONS**  
10 ) **905, 910, 910.2)**  
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TO: THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Steve Senko, by and through his attorneys of record, Roger D. Hecht, Esq., of the law offices of Friedland, Farling & Hecht, hereby makes a claim against THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT and makes the following statements in support of his claim:

1. Claimant's Post Office address is 1125 Los Pedros, Santa Clara, California, 95050.

2. All notices concerning this claim should be sent to ROGER D. HECHT, ESQ., at the law offices of FRIEDLAND, FARLING & HECHT, located at 95 S. Market Street, Suite 640, in the City of San Jose, California 95113.

3. The dates and place of the occurrence giving rise to this claim are as follows: April 24, 2002, at approximately 3:30 p.m., on River Street in the City of Santa Cruz, California.

4. The circumstances giving rise to this claim are as

follows:

At the above time and place, the claimant was a bicyclist riding along River Street, in a cautious, lawful and prudent manner, along the right hand portion of the roadway, as required by law. As the claimant was approaching a Metro bus, the driver of said bus unlawfully, without yielding, pulled out into the roadway directly into the path of the claimant on his bicycle. The bus struck claimant's bicycle, and despite claimant's attempts to brake and take evasive maneuvers, the claimant was flipped backwards on his bicycle, landing in the middle of the street. The claimant is informed and believes that the involved bus was number 30A, driven by a Caucasian female employee of the district.

The district, by and through its employee bus driver, was negligent, insofar as a reasonable and prudent driver under those circumstances, should have seen and observed claimant in the roadway, prior to pulling out into traffic, which would have avoided the collision and the impact giving rise to this claim.

The name of the public entity's employee involved in this accident is currently unknown, but claimant is informed and believes that said employee is known to the district.

5. As a proximate result of the negligence of the aforementioned public entity identified herein, the claimant was hurt and injured in his health, strength and activity, sustaining severe and serious injury to his body and shock and injury to his nervous system and person, all of which injuries have caused and continued to cause the claimant great mental, physical, emotional and nervous pain and suffering. As a result of such injuries, the

1 claimant has suffered special and general damages, the exact  
2 nature, and extent of which have not yet been ascertained at the  
3 time of the presentation of this claim.

4 The amount of this claim exceeds \$10,000.00 and would exceed  
5 the minimum jurisdictional amount of the Superior Court of Santa  
6 Cruz County.

7  
8 DATED: October 3, 2002

FRIEDLAND, FARLING & HECHT

9  
10 BY:

  
11 \_\_\_\_\_  
12 ROGER D. HECHT  
13 Attorney for Claimant  
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FRIEDLAND, FARLING & HECHT  
ATTORNEYS AND COUNSELORS AT LAW  
95 SOUTH MARKET STREET, SUITE 640  
SAN JOSE, CALIFORNIA 95113  
TELEPHONE (408) 297-5300  
FAX (408) 297-0900

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PROOF OF SERVICE

In the Matter of the Claim of Steve Senko

I, Tracie Zerr, declare that:

I am employed in the County of Santa Clara, California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is: 95 S. Market Street, Suite 640, San Jose, California 95113.

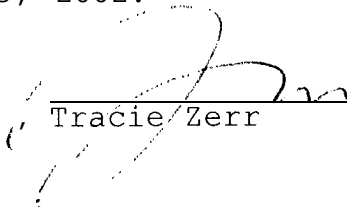
On October 3, 2002, I served the attached:

1. **CLAIM FOR DAMAGES AGAINST PUBLIC ENTITY (GOVERNMENT CODE SECTIONS 905, 910, 910.2);**

in said cause, by placing a true copy in the United States mail, return receipt requested, as follows:

Margaret Gallagher  
District Counsel  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

I declare under penalty of perjury that the foregoing is true and correct, and that this Declaration was executed at San Jose, California on October 3, 2002.

  
\_\_\_\_\_  
Tracie Zerr

METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)\*  
(\* An official Advisory group to the Metro Board of Directors  
and the ADA Paratransit Program)

MINUTES

The Metro Accessible Services Transit Forum met for its monthly meeting on September 19, 2002 in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: Ted Chatterton, Connie Day, Shelley Day, Shannon Holmes, Ed Kramer, Deborah Lane, Kurtis Lemke, Fahmy Ma'Awad, Kathlene A. McGinnis, Brad Neily, Thom Onan, Barbie Schaller, John Wood and Brellis Young.

METRO STAFF PRESENT:

Bryant Baehr, Operations Department Manager  
A. John Daugherty, Accessible Services Coordinator  
Ian McFadden, Transit Planner

BOARD MEMBERS PRESENT:

None

**\*\*\*MASTF MOTIONS RELATED TO THE METRO BOARD OF DIRECTORS**

MASTF confirms the appointments of Ernestina Saldana Neily and Clay Kempf to the METRO ParaCruz Appeals Panel.

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: None

**\*MASTF MOTIONS RELATED TO METRO MANAGEMENT**

The size of the NIAC meeting room is adequate. Use of the room will be re evaluated in three months. Everyone is invited to attend MASTF meetings, including staff as needed.

I. CALL TO ORDER AND INTRODUCTIONS

Chairperson Deborah Lane called the meeting to order at 2:10 p.m. Connie Day called for the group to observe a moment of silence.

II. APPROVAL OF THE AUGUST 15, 2002 MASTF MINUTES

**MASTF Motion: That the August 15, 2002 MASTF Minutes be approved as submitted.**

**M/S/PU: C. Day, Schaller**

III. AMENDMENTS TO THE AGENDA

Thom Onan asked for group discussion of the draft METRO ADA/504 Complaint Policy. Ms. Lane noted that the item was not on the Agenda today, but that it could be discussed during "Oral Communication and Correspondence."

Ian McFadden noted that he had a brief Service Planning and Review Committee (SPARC) report to share with the group. Ms. Lane suggested that the report could be presented during Oral Communications.

John Daugherty reported that the MASTF Executive Committee had revised the Agenda last week. "MASTF Participation at Low Vision Expo" and "Training and Procedures Report" had been deleted from New Business. Three Agenda items – "Review of Room Size for MASTF Meetings", Review of Number of Managers Attending MASTF Meetings" and "Confirmation of MASTF Appointments to METRO ParaCruz Appeals Panel – had been added to New Business.

Ms. Lane asked the group if the first New Business Agenda item, "Keeping the Sales Tax Revenue for Public Transit" could become the fourth New Business Agenda item. There was no objection. Later during the meeting that item was tabled by Ms. Lane.

#### IV. ORAL COMMUNICATION AND CORRESPONDENCE

Mr. Daugherty read aloud the letter (Attachment A) that was sent by Deborah Lane on behalf of MASTF to Kim Chin. The letter was authorized during the meeting last month. "... To those of us in this community who continue to benefit from your hard work," Ms. Lane wrote, "this unexpected donation, as well as the words of praise you bestowed upon Community Bridges underscores what we in MASTF have known for quite a while: you are a remarkable man, good and kind..."

Ms. Lane shared that she had received a phone message from Mr. Chin. He thanked her for the "wonderful letter" and expressed hope that "all is going well for MASTF."

Mr. Daugherty also read aloud a memo from METRO General Manager Les White sent to Ms. Lane. The memo (Attachment B) sought clarification on staff attendance at MASTF meetings. Mr. White wrote: "... I would appreciate it if MASTF could take action confirming this request so that the members of MASTF do not feel that the District staff has decided to not attend meetings due to lack of interest or disrespect for MASTF's importance..."

Ms. Lane noted that the memo had been discussed during the Executive Committee meeting last week. She shared that the Committee had approved sending a poem to Mr. White as the first part of the response from MASTF. Ms. Lane read the poem (Attachment C) aloud, noting that it had been written by Kasandra Fox. The poem states, in part:

"... Anyhow, since I'm trying to say this in verse,  
I assure you that very few things are much worse  
Than our members no fitting their own meeting place.  
So I beg you to please understand in good grace  
That, perforce, we must limit the bodies on hand  
Who attend MASTF meetings, both poor and grand..."

Ms. Lane shared that Mr. White had emailed a "sweet response" to the poem. She also noted that the issues of meeting space size and staff attendance are Agenda items for this meeting.

Discussion of the meeting space size and staff attendance issues followed her remarks. Highlights of discussion included:

- 1) Ted Chatterton suggested that the group consider moving to a larger meeting space available at the METRO administrative offices on Encinal Street. He also noted that if MASTF wants to attract more members, a larger meeting space should be found.
- 2) Brad Neily noted that the crowded conditions during the July meeting were an “exceptional case.” He supported having no restrictions on who attends MASTF meetings.
- 3) Bryant Baehr said there was “no stress on our end” about staff attendance at MASTF meetings. He noted that the memo from Mr. White sought “clarification of what the group wants, and what the District and staff would provide.”
- 4) Ms. Lane explained that MASTF members considered this new meeting space after Michelle Hinkle had suggested its use and noted that the Metro Users Group (MUG) had secured it. Ms. Lane noted that Mark Dorfman and Sam Storey had helped MASTF book this meeting space.
- 5) Barbie Schaller noted that the offices on Encinal Street are “tough to get to.” She also shared her appreciation for staff attendance: “We are trying to get information to them and from them. And if they’re not here, we can’t do that.”
- 6) Fahmy Ma’Awad stated that keeping the numbers of managers attending meetings down would be more efficient. “They have a job to do,” he stated, “And I think one representative will do enough.”

Next, Mr. McFadden reported on several proposed bus service changes for the winter bid:

- 1) As usual, bus service to Big Basin Park will be discontinued during the winter bid.
- 2) There is a proposal to discontinue Route 70 service during the two-week “Christmas break.”
- 3) There is a proposal to move the departure time of the Route 9 Stroke Center bus from 9:25 a.m. back to 9:05 a.m. This change allows the bus to reach the Stroke Center by 9:20 a.m., ten minutes before the start of classes.
- 4) There is a customer request to move the 6:50 a.m. departure of the Route 40 back to 6:45 a.m. This change allows the Route 40 to transport workers to Wrigley’s in time for a 7:00 a.m. work shift.

Mr. McFadden also shared that Leibbrandt Street will be closed starting next Monday to accommodate a Mercy Housing project. Route 7 will be rerouted. He also shared the suggestion that MASTF place a SPARC report on its Agendas as a regular item.

Mr. Baehr reported on the progress of installation of Talking Bus technology. He noted that the new technology does not “talk to” the old headsigns on Low Floor Flyer buses. He is working to adjust this situation. He shared that by January 2003, “100% of the local fleet will be Talking Buses.” He noted

that the equipment would be part of most buses by late next year. He also asked people to share their comments on the technology with him.

Mr. Baehr answered questions after concluding his report. Questions included:

- 1) Mr. Neily asked whether the Talking Bus equipment is an “ADA compliance component” or could the bus operator turn off the equipment. Mr. Baehr responded that the equipment must be left on, and it must be operational. Bus operators are expected to “change out” the bus if the equipment fails and they will make stop announcements orally when necessary. Mr. Baehr also shared that he had sent out a memo (Attachment D) a few days ago supporting that treatment of the Talking Bus equipment.
- 2) Ed Kramer asked if points and reference and more destinations would be added to the list of call stops to be announced. Mr. Baehr responded that the Board of Directors determines the content of the call stop list. He noted that the Board could consider expanding the list (that he programs into the equipment) during its next meeting. “I’m simply putting in what the Board directs me to put in,” he shared.
- 3) Mr. Ma’Awad asked what feedback had been received. Mr. Baehr shared that he has received “really good feedback” on the Talking Bus equipment. For example, after receiving customer requests, the flashing of the date on the display was deleted and the scrolling across of stops was slowed down to make the stops easier to read. Mr. Baehr also noted that Bonny Doon residents were jarred by the route announcement that follows the opening of the front door. Changes to the open door announcements would be presented to the Board for consideration.

Mr. Baehr reported the following statistics for the METRO ParaCruz program:

So far, interviews have been conducted with 279 persons  
146 persons are new applicants for METRO ParaCruz service  
133 persons are applying for recertification of METRO ParaCruz service  
23 persons have been determined ineligible for METRO ParaCruz service  
3 persons have filed appeals  
The three-person appeals panel heard 2 appeals earlier this week  
1 appeal is pending

Mr. Baehr also shared that Shannon Holmes “is doing a great job.”

The next discussion topic was the current draft of METRO’s ADA/504 complaint policy. Mr. Onan brought out three issues:

- 1) The current draft states that all complaints must be signed. Mr. Onan noted that CCCIL questions that requirement.
- 2) Mr. Onan asked if the complaint procedure information and form would be available in alternate formats.



- 3) The current draft policy does not allow for the submission of anonymous complaints. “We question the wisdom of that,” Mr. Onan stated.

Mr. Neily noted that the current draft allows a person “or his/her representative” to submit a complaint to METRO. He noted that he would take the concerns raised by Mr. Onan back to the group working on the policy. Ms. Lane explained that the working group consisted of Mr. Neily, herself, Mr. Baehr, Mr. Daugherty and METRO District Counsel Peggy Gallagher. Mr. Neily also noted that the policy would come back to MASTF for review.

Kathlene McGinnis shared that she would like the bus service to De Anza Mobile Home Park extended. Currently the last bus leaves the Park just before 7 p.m. She had a petition with signatures of other persons who support later night service. Ms. Lane and Mr. Kramer recommended that Ms. McGinnis present her petition to the METRO Board of Directors next week.

V. ONGOING BUSINESS

None

VI NEW BUSINESS

6.1 Review of Room Size for MASTF Meetings

6.2 Review of Number of Managers Attending MASTF Meetings

John Wood made a Motion on the topics of room size and staff attendance that was seconded by Mr. Onan. Discussion included Mr. Kramer’s recommendations to keep “doors open” and to revisit the meeting room issue after three months. He noted that other meeting room spaces could be found if needed.

Mr. Neily “called the question” to end debate.

**Procedural Motion: To Call the Question**

**M/C: Neily (8 votes in favor, 3 other votes available)**

The following Motion to Management emerged from discussion:

**MASTF Motion: The size of the NIAC meeting room is adequate. Use of the room will be re evaluated in three months. Everyone is invited to attend MASTF meetings, including staff as needed.**

**M/S/C: Wood, Onan (7 votes in favor, 1 opposed and 1 abstention)**

6.3 Confirmation of MASTF Appointments to METRO ParaCruz Appeals Panel

Ms. Lane provided background information on this issue. She noted that during the MASTF meeting on July 18<sup>th</sup>, Mr. Baehr had asked the group not to appoint one primary representative and one alternate representative to the panel until the METRO Board approved the panel concept. Before the MASTF meeting on August 15<sup>th</sup>, Mr. Baehr phoned Ms. Lane to seek appointments to the Appeals Panel. Ms.

Lane noted that the request made during the July meeting for persons to phone in their interest to serve on the panel had yielded no calls.

Ms. Lane explained that Pat Spence had requested that the MASTF Appointments to METRO ParaCruz Appeals Panel be added to the Agenda of the Executive Committee meeting held last week. She read aloud an email she had sent to Ms. Spence in response to the request. "My sole aim in making (appointments) to the Appeals Panel." she read, "has been to bring credibility to that body, and to insure that each individual filing an appeal meets with fairness and expertise, and lawful treatment." The email also noted some qualifications of the two persons appointed, Ernestina Saldana Neily and Clay Kempf.

Ms. Lane noted that the Executive Committee had passed a Motion to confirm the appointments last week. During discussion of a Motion placed before the group, Ms. Lane clarified that Ms. Saldana Neily was appointed to serve as primary representative and Mr. Kempf was appointed to serve as alternate representative.

The following Motion to the Board concluded discussion:

**MASTF Motion: MASTF confirms the appointments of Ernestina Saldana Neily and Clay Kempf to the METRO ParaCruz Appeals Panel.**

**M/S/C: Schaller, Kramer (7 votes in favor, none opposed and two abstentions)**

Note: After the meeting Ms. Lane asked Mr. Daugherty to include the request from Ms. Spence and the response from Ms. Lane (Attachment E) in the packet for the next MASTF meeting.

#### 6.4 Keeping the Sales Tax Revenue for Public Transit (Deborah Lane)

Ms. Lane asked if this Agenda item could be tabled until the meeting next month. There was no objection.

#### 6.5 MASTF Committee Reports Bus Service Committee Report a) Metro Users Group (MUG) Report

Ms. Day and Ms. Schaller reported that topics discussed during the MUG meeting yesterday included:

- 1) Possible changes for the buses serving Routes 65, 66 and 70.
- 2) A request for service to the University to run later.
- 3) The creation of pocket size schedules for University routes.
- 4) The creation of a committee to focus on recruitment of more MUG members.

6.6 Bus Stop Improvement Committee Report (Ed Kramer)

Mr. Kramer reported that a shelter at the inbound bus stop on Capitola Road at 17<sup>th</sup> Avenue would be reinstalled. He also noted that the Bus Stop Advisory Committee (BSAC) meeting scheduled during September has been cancelled.

6.7 Paratransit Services Committee Report

Mr. Neily shared that he had received a phone call from Lift Line. A person eligible for paratransit service in Santa Cruz County sought to book a trip into Monterey County. Someone working for paratransit service in Monterey County could not guarantee a next day ride for the paratransit eligible person. Mr. Neily conveyed that the Monterey County official needed "three days to get that information into their system." Mr. Neily described that response as a "serious problem."

Mr. Baehr noted that that response was not appropriate. He also noted that when he received the specific information, he would deal with the problem.

Other Reports

6.8 Paratransit Update

a) Paratransit Report

There was no report on this Agenda item.

b) CCCIL Transportation Advocacy (Thom Onan)

Mr. Onan reported that he had received no phone call complaints since the MASTF meeting last month. He shared that he had received questions about the certification and recertification process. He noted that the questions were dealt with to the caller's satisfaction.

6.9 UTU Report

6.10 SEIU/SEA Report

There was no report on either of the two Agenda items above.

6.11 Next Month's Agenda Items

Mr. Daugherty noted that nominations for recipients of MASTF Certificates of Appreciation would be requested next month. He offered to include a four page list (Attachment F) of past Certificate honorees in the packet for the meeting next month.

VII ADJOURNMENT

**The meeting was adjourned at 3:50 p.m.**

**M/SPU: Neily, Schaller**

Respectfully submitted by: A. John Daugherty, Accessible Services Coordinator

MASTF Minutes  
September 19, 2002  
Page Eight

**NOTE: NEXT REGULAR MASTF MEETING IS: Thursday October 17, 2002 from 2:00-4:00 p.m., in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.**

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday October 11, 2002 at 9:00 a.m. at the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday October 25, 2002 at 9:00 a.m. in the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

# Santa Cruz Metropolitan Transit District

**Minutes-Metro Users Group**

**September 18, 2002**

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The Santa Cruz Metropolitan Transit District Metro Users Group met at 2:10 p.m., Wednesday, September 18, 2002, at the Santa Cruz Area TMA Conference Room, 333 Front Street, NIAC Building, Santa Cruz.

## **MEMBERS PRESENT**

Ted Chatterton  
Sandra Coley, Pajaro TMA  
Connie Day  
Shelley Day  
Michelle Hinkle, Chair, Board Member  
Virginia Kirby, Transit User  
Carolyn O'Donnell, Cabrillo, SC TMA  
Barbie Schaller, Seniors Commission

## **SCMTD STAFF PRESENT**

Bryant Baehr, Operations Manager  
Ian McFadden, Transit Planner  
Tom Stickel, Fleet Maintenance Manager

## **VISITORS PRESENT**

Paul Marcelin, Transit User

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## **MUG MOTIONS TO METRO BOARD OF DIRECTORS**

1. MUG is opposed to advertisement on the windows of buses due to obstruction of view and security issues.
- 

## **MUG MOTIONS TO METRO MANAGEMENT**

None

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### **1. CALL TO ORDER AND INTRODUCTION**

Chair Hinkle called the meeting to order at 2:15 p.m. Visitor Paul Marcelin introduced himself and explained that he was referred to MUG by SCMTD General Manager, Les White to present his suggestions for improving UCSC transit information.

### **2. ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS**

Carolyn O'Donnell announced that she will be leaving the TMA to accept a position at the Santa Cruz Natural History Museum.

### **3. ADDITIONS AND DELETIONS TO THE AGENDA**

Chair Hinkle agreed to hear Paul Marcelin's suggestions under item 5b and to take item 5c out of order as the first item.

**4. CONSENT AGENDA**

Receive and Accept:

- a) Minutes of August MUG Meeting
- b) Monthly Attendance Report
- c) Minutes of August Board of Directors Meetings
- d) July & August Ridership Reports

**ACTION: MOTION: Connie Day  
APPROVE CONSENT AGENDA**

**SECOND: Carolyn O'Donnell  
Motion passed unanimously**

**5. ON-GOING ITEMS**

**ITEM 5c WAS TAKEN OUT OF ORDER**

**5c) Service and Planning Update**

Ian McFadden reported that staff is recommending dropping the Route 70 during school holiday breaks and that the Big Basin service drops out for the Winter Bid Change. Mr. McFadden also reported that the 6:50 a.m. Route 40 will be moved to 6:45, enabling employees in that area to get to work by 7:00 a.m. Also, the Stroke Center 9:20 a.m. trip will be moved to 9:05, allowing students to get to class on time.

**5a) Review of Current Board Agenda Items**

Bryant Baehr reported that the Board will be presenting Resolutions of Appreciation to several District Retirees. Bus Operators Everette Wehe and Ray Polanco will also be presented plaques for each having driven over 1 million miles.

Mr. Baehr stated the Board requested an update on the Talking Bus Technology and that all 64 buses are expected to have the system installed and operating within the next 2 weeks. The Board will also be considering adopting a policy for advertising on the buses. Ted Chatterton expressed concern about the ads that cover the windows. Mr. Baehr explained that the Board would be looking at not only the content of ads, but also how the ads are put on the buses (e.g.: wrap-around, stickers, frames, etc.). Sandra Coley was concerned about the potential loss of revenue due to reducing the size of ads if none were allowed over the windows.

**Barbie Schaller arrived at 2:25 p.m.**

Paul Marcelin stated that wrap-around ads over windows can prevent passengers from seeing their stops. Bryant Baehr added that they can also be a security/safety issue.

After further discussion, the following motion was made:

**ACTION: MOTION: Ted Chatterton**

**SECOND: Sandra Coley**

**MUG IS OPPOSED TO ADVERTISING ON BUS WINDOWS DUE TO OBSTRUCTION OF VIEW AND SECURITY ISSUES.**

## **Motion passed unanimously**

### **5b) Review of *Headways* Redesign Issues**

Paul Marcelin distributed a few copies of his proposed ideas for improving UCSC campus transit information, which are attached as a part of these minutes. Mr. Marcelin explained that UCSC students are confused with the extremely limited route information currently available. Carolyn O'Donnell brought out a "Come & Go" brochure. Mr. Marcelin pointed out the lack of information and confusion of the brochures, *Headways* and the current bus stop signs. He went on to explain his proposals in detail, which include a pocket schedule on the back page.

Mr. Marcelin stated that he had contacted Wes Scott and Candace Ward at UCSC with his ideas, but has received no response.

Bryant Baehr stated that he had seen this information about 2 months ago, but with the staff changes and layoffs, it had been put on hold. Mr. Baehr expressed that the "METRO Bus Stops on Campus" page was very good and agreed that much of the information was clearer than the current *Headways*. Mr. Baehr stated that many of the proposed ideas would incorporate well throughout the rest of the system (not only UCSC).

Discussion continued about the proposed ideas, cost to implement them, and the fact that the District's Marketing Department has been eliminated due to budget cuts. Mr. Baehr stated that the Districts' ultimate goal is to provide the best information possible to the customers, and that the current information can definitely be improved, but that funds are limited.

### **5d) Cabrillo College**

Carolyn O'Donnell reported that (since she is leaving the TMA), she has contracted with someone, who's contract is expiring at UCSC, to do the vehicle occupancy counts and update the schedules.

### **5e) Bus Procurement**

Tom Stickel reported that the 29 low-floors from New Flyer are now expected to arrive towards the end of December, instead of November as previously anticipated.

## **6. UPDATES**

### **6a) Paratransit Issues**

Bryant Baehr reported that the recertification process is going well. Mr. Baehr also reported that Community Bridges is doing fine, Courtesy Cab has new uniform shirts, and that the Board would be receiving a Staff Report on the Paratransit contract. Tom Stickel added that the District had just received the last new Paratransit van, which has been delivered to Community Bridges for their use.

**6b) MetroBase**

Bryant Baehr reported that the Administrative Draft of the EIR is being reviewed and will become public in 2 to 4 weeks.

**7. NEW BUSINESS**

**7a) ADA/504 Accessibility Policies & Procedures**

Nothing to report.

**7b) Talking Bus**

Bryant Baehr reported that after 13 days straight on the clock, the new Talking Bus technology is installed and operational. A few minor problems have come up and will be corrected this weekend.

Mr. Baehr explained that each bus has a female and a male voice. The female voice announces the stops and the route numbers when the doors open. The male voice announces safety and courtesy warnings, which are activated by the bus operator. Connie Day stated that she did not want the female voice.

Bryant was asked how courtesy stops are announced and explained that the Bus Operators call them by pressing a foot pedal that activates a small microphone on the dash. The Bus Operator talks into the mic and when they release the foot pedal, it is announced through the system.

Paul Marcelin suggested that all stops on campus be announced. Bryant Baehr replied that the District is currently in litigation regarding call stops and that the current list of stops that must be announced was adopted by the Board. He explained that several people who showed up at the last Board meeting want every stop announced, every time the bus turns announced, and every landmark announced, with each type of announcement in a different voice. He went on to explain that the Board will decide which stops to call based on the advice of their Legal Counsel, customers' needs and the law.

Virginia Kirby inquired about the source of funds in the event the District lost a lawsuit. Bryant Baehr replied that the District has an insurance policy set up for paying attorney's fees.

**7c) Membership in MUG**

Because of the low attendance at MUG meetings, Chair Hinkle asked the committee how they felt about meeting every other month. Connie Day stated she wanted the schedule left as it is. There was discussion about ways to recruit new members, such as incentives, and Paul Marcelin offered to design a MUG advertisement for *Headways* or a flier. Bryant Baehr said room could be made in *Headways* and suggested that the committee bring all their ideas to next month's meeting for discussion and approval by the Chair.



8. **OPEN DISCUSSION**

Nothing to report.

9. **ADJOURMENT**

Chair Hinkle adjourned the meeting at 3:25 p.m.

Respectfully submitted,

CINDI THOMAS  
Administrative Secretary

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Elisabeth Ross, Manager of Finance  
**SUBJECT: MONTHLY BUDGET STATUS REPORT FOR AUGUST 2002, AND APPROVAL OF BUDGET TRANSFERS**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the budget transfers for the period of September 1 – 30, 2002.**

## II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$4,668,291 or \$60,220 under the amount of revenue expected to be received during the first two months of the fiscal year, based on the final budget.
- Total operating expenses for the year to date, in the amount of \$4,211,835, are at 13.3% of the final budget.
- A total of \$2,666,090 has been expended through August 31<sup>st</sup> for the FY 02-03 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 02-03 budget as of August 31, 2002. The fiscal year is 16.7% elapsed.

### A. Operating Revenues

Revenues are \$60,220 under the amount projected to be received for the period. Passenger fares are \$44,882 below budget projections due to lower ridership. Variances are explained in the notes following the report.

### B. Operating Expenses

Operating expenses for the year to date total \$4,211,835 or 13.3% of the final budget, with 16.7% 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 \$2,666,090 has been expended on the Capital Improvement Program. The largest expenditure was for the purchase of buses in the amount of \$2,523,656.

**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 August 2002, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT  
OPERATING REVENUE - AUGUST 2002**

Operating Revenue	FY 02-03		FY 02-03		FY 02-03 Budgeted YTD	FY 01-02 Actual YTD	FY 02-03 Actual YTD	YTD Variance from Budgeted	
	Budgeted for Month	Actual for Month	Budgeted YTD	Actual YTD					
Passenger Fares	5 282,691	5 263,380	\$ 566,046	5 566,046	\$ 566,046	5 566,046	\$ 521,164	5 (44,882)	
Paratransit Fares	\$ -	\$ 916	\$ -	5 18,304	\$ -	5 18,304	\$ 1,756	\$ 1,756	
Special Transit Fares	\$ 34,240	\$ 32,120	\$ 75,033	\$ 70,053	\$ 75,033	5 73,129	\$ 73,129	\$ (1,904)	
Highway 17 Revenue	\$ 73,146	\$ 69,253	\$ 142,476	5 144,518	\$ 142,476	5 144,518	\$ 127,193	5 (15,283)	
<i>Subtotal Passenger Rev</i>	\$ 390,077	5 365,669	\$ 783,555	\$ 798,921	\$ 783,555	5 798,921	\$ 723,242	5 (60,313)	See Note 1
Advertising Income	\$ 15,000	\$ 15,000	\$ 30,000	\$ 28,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	
Other Aux Transp Rev	\$ 833	\$ 1,300	\$ 1,667	\$ 2,135	\$ 1,667	\$ 2,208	\$ 2,208	\$ 541	
Rent Income	\$ 12,134	\$ 12,112	\$ 24,183	\$ 24,671	\$ 24,183	\$ 25,961	\$ 25,961	\$ 1,778	
Interest - General Fund	\$ 42,942	\$ 43,881	\$ 85,884	\$ 183,304	\$ 85,884	\$ 83,577	\$ 83,577	\$ (2,307)	
Non-Transportation Rev	\$ 175	\$ 283	\$ 350	5 989	\$ 350	5 989	\$ 431	5 81	
Sales Tax Income	5 1,332,400	5 1,096,000	\$ 2,428,400	\$ 2,643,900	\$ 2,428,400	5 2,428,400	\$ 2,428,400	\$ -	
TDA Funds	5 1,374,472	5 1,374,472	\$ 1,374,472	\$ -	\$ 1,374,472	\$ -	\$ 1,374,472	\$ -	
Other Local Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other State Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ -	\$ 505,614	\$ -	\$ -	\$ -	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Federal Grants	5 -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Revenue	5 -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Operating Revenue</b>	<b>5 3,168,033</b>	<b>5 2,908,717</b>	<b>5 4,728,511</b>	<b>\$ 4,187,534</b>	<b>\$ 4,728,511</b>	<b>\$ 4,187,534</b>	<b>\$ 4,668,291</b>	<b>\$ (60,220)</b>	

**MONTHLY REVENUE AND EXPENSE REPORT  
OPERATING EXPENSE SUMMARY - AUGUST 2002**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	Percent Expended of Budget	
<b>PERSONNEL ACCOUNTS</b>						
Administration	\$ 617,973	\$ 617,973	\$ 85,150	\$ 93,327	15.1%	
Finance	\$ 526,788	\$ 526,788	\$ 79,438	\$ 84,252	16.0%	
Planning & Marketing	\$ 710,601	\$ 710,601	\$ 126,834	\$ 116,337	16.4%	
Human Resources	\$ 325,478	\$ 325,478	\$ 124,374	\$ 114,370	16.5%	
Information Technology	\$ 382,753	\$ 382,753	\$ 55,224	\$ 57,373	15.0%	
District Counsel	\$ 307,569	\$ 307,569	\$ 44,413	\$ 48,479	15.8%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,020,801	\$ 1,020,801	\$ 156,018	\$ 157,459	15.4%	
Paratransit Program	\$ 224,893	\$ 224,893	\$ -	\$ 28,812	12.8%	
Operations	\$ 1,870,101	\$ 1,873,103	\$ 306,795	\$ 318,825	17.0%	See Note 2
Bus Operators	\$ 11,615,995	\$ 11,615,995	\$ 1,846,145	\$ 1,921,789	16.5%	
Fleet Maintenance	\$ 3,935,369	\$ 3,935,369	\$ 579,546	\$ 586,139	14.9%	
Retired Employees Benefits	\$ 518,615	\$ 518,615	\$ 67,788	\$ 95,220	18.4%	See Note 3
<b>Total Personnel</b>	<b>\$ 22,059,937</b>	<b>\$ 22,059,937</b>	<b>\$ 3,394,529</b>	<b>\$ 3,555,052</b>	<b>16.1%</b>	
<b>NON-PERSONNEL ACCOUNTS</b>						
Administration	\$ 546,487	\$ 546,487	\$ 99,187	\$ 98,071	17.9%	See Note 4
Finance	\$ 728,785	\$ 728,580	\$ 148,561	\$ 341,664	46.9%	See Note 5
Planning & Marketing	\$ 174,080	\$ 174,080	\$ 30,532	\$ 23,420	13.5%	
Human Resources	\$ 97,500	\$ 97,500	\$ 26,935	\$ 1,598	1.6%	
Information Technology	\$ 113,025	\$ 113,025	\$ 13,318	\$ 11,726	10.4%	
District Counsel	\$ 26,007	\$ 26,007	\$ 10,007	\$ 1,948	7.5%	
Risk Management	\$ 269,455	\$ 269,455	\$ -	\$ 40,063	14.9%	
Facilities Maintenance	\$ 464,382	\$ 464,382	\$ 47,013	\$ 37,680	8.1%	
Paratransit Program	\$ 3,704,585	\$ 3,704,585	\$ 259,088	\$ 9,307	0.3%	See Note 6
Operations	\$ 470,079	\$ 470,284	\$ 45,843	\$ 44,000	9.4%	
Bus Operators	\$ 6,400	\$ 6,400	\$ 183	\$ 41	0.6%	
Fleet Maintenance	\$ 2,936,353	\$ 2,936,353	\$ 333,318	\$ 324,343	11.0%	
Op Prog/SCCIC	\$ 2,925	\$ 2,925	\$ 150	\$ 53	1.8%	
Prepaid Expense	\$ -	\$ -	\$ (125,188)	\$ (277,130)	0.0%	See Note 7
<b>Total Non-Personnel</b>	<b>\$ 9,540,063</b>	<b>\$ 9,540,063</b>	<b>\$ 888,947</b>	<b>\$ 656,783</b>	<b>6.9%</b>	
<b>Subtotal Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 31,600,000</b>	<b>\$ 4,283,476</b>	<b>\$ 4,211,835</b>	<b>13.3%</b>	
Grant Funded Studies/Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Total Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 31,600,000</b>	<b>\$ 4,283,476</b>	<b>\$ 4,211,835</b>	<b>13.3%</b>	
<b>YTD Operating Revenue Over YTD Expense</b>				<b>\$ 456,456</b>		

**CONSOLIDATED OPERATING EXPENSE  
AUGUST 2002**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>LABOR</b>						
Operators Wages	6259873	6259873	\$ 1,009,580	\$ 944,929	15.1%	
Operators Overtime	\$ 968,512	\$ 968,512	\$ 150,587	\$ 94,899	9.8%	
Other Salaries & Wages	\$ 6,153,470	\$ 6,153,470	\$ 906,874	\$ 889,544	14.5%	
Other Overtime	\$ 245,893	\$ 245,893	\$ 70,903	\$ 37,557	15.3%	
	\$ 13,627,748	\$ 13,627,748	\$ 2,137,944	\$ 1,966,930	14.4%	
<b>FRINGE BENEFITS</b>						
Medicare/Soc Sec	\$ 130,765	\$ 130,765	\$ 21,239	\$ 21,134	16.2%	
PERS Retirement	\$ 970,685	\$ 970,685	\$ 146,159	\$ 147,921	15.2%	
Medical Insurance	\$ 2,270,145	\$ 2,270,455	\$ 306,834	\$ 350,260	15.4%	
Dental Plan	\$ 414,391	\$ 414,391	\$ 79,950	\$ 68,214	16.5%	
Vision Insurance	\$ 113,077	\$ 113,077	\$ 18,644	\$ 19,550	17.3%	See Note 8
Life Insurance	\$ 56,570	\$ 56,570	\$ 8,614	\$ 8,984	15.9%	
State Disability Ins	\$ 131,089	\$ 131,089	\$ 20,909	\$ 20,196	15.4%	
Long Term Disability Ins	\$ 509,251	\$ 509,251	\$ 103,383	\$ 75,395	14.8%	
Unemployment Insurance	\$ 26,316	\$ 26,316	\$ 1,049	\$ 89	0.3%	
Workers Comp	\$ 1,248,362	\$ 1,248,362	\$ 146,171	\$ 329,809	26.4%	See Note 9
Absence w/ Pay	\$ 2,532,354	\$ 2,532,354	\$ 399,970	\$ 545,322	21.5%	See Note 10
Other Fringe Benefits	\$ 28,874	\$ 28,874	\$ 3,061	\$ 1,249	4.3%	
	\$ 8,432,189	\$ 8,432,189	\$ 1,256,584	\$ 1,588,122	18.8%	
<b>SERVICES</b>						
Acctng/Admin/Bank Fees	\$ 289,500	\$ 289,500	\$ 4,347	\$ 3,055	1.1%	
Prof/Legis/Legal Services	\$ 479,720	\$ 481,720	\$ 21,745	\$ 30,148	6.3%	
Temporary Help	\$ -	\$ -	\$ 34,501	\$ -	0.0%	
Uniforms & Laundry	\$ 35,300	\$ 35,300	\$ 2,482	\$ 2,431	6.9%	
Security Services	\$ 283,419	\$ 283,419	\$ 22,495	\$ 22,512	7.9%	
Outside Repair - Bldgs/Eqmt	\$ 174,450	\$ 172,450	\$ 13,693	\$ 18,606	10.8%	
Outside Repair - Vehicles	\$ 270,140	\$ 270,140	\$ 38,367	\$ 45,650	16.9%	See Note 11
Waste Disp/Ads/Other	\$ 226,240	\$ 226,240	\$ 20,528	\$ 20,294	9.0%	
	\$ 1,758,769	\$ 1,758,769	\$ 158,157	\$ 142,696	8.1%	
<b>CONTRACT TRANSPORTATION</b>						
Contract Transportation	\$ 50	\$ 50	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,474,485	\$ 3,474,485	\$ 253,196	\$ -	0.0%	See Note 6
	\$ 3,474,535	\$ 3,474,535	\$ 253,196	\$ -	0.0%	
<b>MOBILE MATERIALS</b>						
Fuels & Lubricants	\$ 1,357,168	\$ 1,357,168	\$ 155,686	\$ 159,184	11.7%	
Tires & Tubes	\$ 150,000	\$ 150,000	\$ 10,964	\$ 8,771	5.8%	
Other Mobile Supplies	\$ 6,500	\$ 6,500	\$ 115	\$ 251	3.9%	
Revenue Vehicle Parts	\$ 645,000	\$ 645,000	\$ 61,321	\$ 56,817	8.8%	
	\$ 2,158,668	\$ 2,158,668	\$ 228,086	\$ 225,023	10.4%	

**CONSOLIDATED OPERATING EXPENSE  
AUGUST 2002**

	FY 02-03 Final Budget	FY 02-03 Revised Budget	FY 01-02 Expended YTD	FY 02-03 Expended YTD	% Exp YTD of Budget	
<b>OTHER MATERIALS</b>						
Postage & Mailings/Freight	\$ 21,990	\$ 26,990	\$ 3,535	\$ 2,414	8.9%	
Printing	\$ 130,729	\$ 125,729	\$ 3,245	\$ 6,795	5.4%	
Office/Computer Supplies	\$ 66,686	\$ 66,686	\$ 11,698	\$ 6,847	10.3%	
Safety Supplies	\$ 23,175	\$ 23,175	\$ 1,314	\$ 520	2.2%	
Cleaning Supplies	\$ 65,000	\$ 65,000	\$ 4,595	\$ 2,992	4.6%	
Repair/Maint Supplies	\$ 37,700	\$ 37,700	\$ 7,065	\$ 5,694	15.1%	
Parts, Non-Inventory	\$ 50,000	\$ 50,000	\$ 5,909	\$ 5,069	10.1%	
Tools/Tool Allowance	\$ 11,207	\$ 11,207	\$ 2,696	\$ 1,891	16.9%	See Note 12
Promo/Photo Supplies	\$ 22,247	\$ 22,247	\$ 385	\$ 177	0.8%	
	\$ 428,734	\$ 428,734	\$ 40,443	\$ 32,400	7.6%	
<b>UTILITIES</b>						
	\$ 328,084	\$ 328,084	\$ 36,492	\$ 39,720	12.1%	
<b>CASUALTY &amp; LIABILITY</b>						
Insurance - Prop/PL & PD	\$ 429,000	\$ 429,000	\$ 27,856	\$ 60,949	14.2%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 4,544	\$ 32,073	32.1%	See Note 13
Repairs to Prop	\$ -	\$ -	\$ (145)	\$ (8,531)	0.0%	See Note 14
Prof/Other Services	\$ 55,000	\$ 55,000	\$ 4,252	\$ -	0.0%	
	\$ 584,000	\$ 584,000	\$ 36,506	\$ 84,491	14.5%	
<b>TAXES</b>						
	\$ 44,667	\$ 44,667	\$ 2,456	\$ 2,456	5.5%	
<b>MISC EXPENSES</b>						
Dues & Subscriptions	\$ 55,505	\$ 55,505	\$ 16,568	\$ 31,689	57.1%	See Note 15
Media Advertisina	\$ 5,000	\$ 5,000	\$ 6,315	\$ 129	2.6%	
Employee Incentive Program	\$ 11,145	\$ 11,450	\$ 647	\$ 986	8.6%	
Training	\$ 45,290	\$ 45,290	\$ 2,775	\$ 1,407	3.1%	
Travel & Local Meetings	\$ 42,225	\$ 42,225	\$ 8,679	\$ 1,214	2.9%	
Other Misc Expenses	\$ 13,500	\$ 13,500	\$ 1,613	\$ 2,192	16.2%	
	\$ 172,970	\$ 172,970	\$ 36,598	\$ 37,617	21.7%	
<b>OTHER EXPENSES</b>						
Leases & Rentals	\$ 589,636	\$ 589,636	\$ 97,015	\$ 92,380	15.7%	
Repower Project Reserve	\$ -	\$ -	\$ -	\$ -	0.0%	
Transfer to Capital	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 589,636	\$ 589,636	\$ 97,015	\$ 92,380	15.7%	
<b>Total Operating Expense</b>	<b>\$ 31,600,000</b>	<b>\$ 31,600,000</b>	<b>\$ 4,283,476</b>	<b>\$ 4,211,835</b>	<b>13.3%</b>	

**MONTHLY REVENUE AND EXPENSE REPORT  
FY 02-03 CAPITAL IMPROVEMENT PROGRAM**

<b>CAPITAL PROJECTS</b>	<b>Program Budget</b>	<b>Expended in August</b>	<b>YTD Expended</b>
<b>Grant Funded Projects</b>			
Consolidated Operating Facility	\$ 7,948,083	\$ 82,018	\$ 82,241
Urban Bus Replacement	\$ 7,546,472	\$ 19,581	\$ 2,523,656
Talking Bus Equipment	\$ 700,000		
CNG Facilities for SCM, Ops	\$ 632,000		\$ 5,179
Metro Center Renovation Project	\$ 200,000	\$ 1,729	\$ 17,465
Engine Repower Project (carryover)	\$ 125,000		
ADA Paratransit Vehicle (carryover)	\$ -	\$ 35,809	\$ 35,809
	\$ 17,151,555		
<b>District Funded Projects</b>			
Bus Stop Improvements	\$ 503,000		\$ 1,740
ADA Recertification Program	\$ 65,000		
IT - Giro Rostering Module	\$ 50,000		
Automated Telephone Info System	\$ 35,000		
Facilities Repairs & Improvements	\$ 65,000		
Facilities Repairs & Improvements (CO)	\$ 42,500		
Machinery/Equip Repair & Improvements	\$ 24,000		
Non-revenue Vehicle Replacement	\$ 203,000		
Office Equipment	\$ 30,000		
Transfer to Operating Budget	\$ 1,200,000		
	\$ 2,217,500		
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 19,369,055</b>	<b>\$ 139,136</b>	<b>\$ 2,666,090</b>
<b>CAPITAL FUNDING SOURCES</b>			
	<b>Budget</b>	<b>Received in August</b>	<b>YTD Received</b>
Federal Capital Grants	\$ 13,553,939	\$ 2,146,389	\$ 2,146,389
State Capital Grants	\$ 919,631	\$ -	
STA Funding	\$ 807,150	\$ -	
Local Capital Grants			
District Reserves	\$ 3,688,335	\$ -	\$ 519,701
Transfer from Bus Stop Improvement Reser	\$ 400,000	\$ -	\$ -
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 19,369,055</b>	<b>\$ 2,146,389</b>	<b>\$ 2,666,090</b>



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

1. Passenger fares (farebox and pass sales) are \$44,882 or 8.0% under the final budget amount for the year to date. Paratransit fares are \$1,756 over budget for the period since the number shown is only for paratransit advance ticket sales. The July contractor billing was not received by the report deadline. Special transit fares (contracts) are \$1,904 or 2.5% below the budgeted amount. Highway 17 Express revenue is \$15,283 or 11% under the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first two months of the fiscal year by a net \$60,313 or 7.7%.
2. Operations personnel expense is at 17.0% for the year-to-date due to overtime expenses resulting from employees on medical leave.
3. Retired employee benefits are at 18.4% of the budget because the budget will not be adjusted for the additional retirees until October.
4. Administration non-personnel expense is at 17.9% of the budget due to the annual payment of APTA dues.
5. Finance non-personnel expense is at 46.9% of the budget due to the annual payment of insurance premiums.
6. Paratransit program expense is only at 0.3% of the budget because the July billing was not submitted by the contractor by the report deadline.
7. Pre-paid expense adjustment provides for allocating large annual payments, such as casualty and liability insurance, over the entire year so that the total expenses District-wide for the month and year to date are not skewed.
8. Vision insurance is at 17.3% of the budget due to the renewal rate increase of 5.4% compared to the budgeted increase of 5.0%, which will be addressed in the budget revision.
9. Workers Compensation insurance is at 26.4% of the budget due to higher claims paid out during the period than projected. The claims amount varies from month to month.
10. Absence with pay is at 21.5% of the budget since more vacation time is taken in the summer months. Total payroll is within budget.
11. Outside repair for vehicles is at 16.9% of the budget due to required repairs of aging support vehicles.
12. Tool expense is at 16.9% of the budget due to replacement costs of mechanics' tools.
13. Settlement costs are at 32.1% of the budget since \$28,842 was expended during August. These payments fluctuate from month to month.

14. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs. Collections exceed expenses so far this year because some payments were received in August for expenses incurred in the last fiscal year.
15. Dues and subscriptions are at 57.1% of the budget due to the annual payment of APTA dues.

**FY 02-03 BUDGET TRANSFERS**  
**9/1/02-9/30/02**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
<hr/> <b>TRANSFER # 03-003</b> <hr/>			
TRANSFER FROM:	5042153100	Printing	\$ (5,000)
TRANSFER TO:	50421 I-31 00	Postage & Mailing	\$ 5,000
REASON:	To cover cost of mailing recertification notices for the Paratransit Program.		

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budtranrep

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002

**TO:** Board of Directors

**FROM:** Steve Paulson, Paratransit Administrator

**SUBJECT: METRO PARACRUZ STATUS MONTHLY UPDATE**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- The Transit District entered into a contract for ADA complementary paratransit service (METRO ParaCruz) with Community Bridges July 1, 2002.
- The Board of Directors has directed staff to keep them informed as to program performance and contract adherence.
- METRO ParaCruz Eligibility Assessment/Recertification began August 1, 2002. Statistics for the first two months are attached. There have been three appeals filed. Of those, one is pending and two were upheld by the appeals committee.

## III. DISCUSSION

July, 2002 marks the beginning of the METRO ParaCruz program, with new performance measures and reporting standards. The Monthly Status Update will continue to include statistical information in a format used in previous reports, as well as providing information in a graphical format, tracking *actual* performance in comparison to *projected* performance.

	<b>This July</b>	<b>Last July</b>	<b>% change</b>
Cost	223,346.36	194,893.82	+14.6%
Revenue	19,220.00	17,374.00	+10.63%
Subsidy	204,126.40	177,519.80	+14.99%
Rides performed	9,610	8,687	+10.625%
Number of Riders	1315	unknown	N/A
Cost/ Ride	23.24	22.44	+3.59%
% rides on taxi	62.4%	68.19%	-5.79%
Program Registrants	10,052	8,867	+13.36%
Rides per registrant	.956	.9797	-2.48%
Productivity	2.205/ hour	unknown	N/A
On-time performance	93.6%	unknown	N/A
Average hold times	97.9% < 2 minutes	unknown	N/A

As originally reported September 27<sup>th</sup>, 2002:

July 2002 areas of non-compliance:

- 2 out-of-service-area trips were provided and billed to the Transit District.
- 19 missed and/or excessively late (more than 40 minutes beyond ready window) trips.
- 4 non-ParaCruz passengers transported on District vehicles.
- 1 non-reported trip denial. (discovered during customer complaint investigation)
- Passengers without METRO ID, including registrants from other systems, were riding on “visitor” status in excess of that allowed for in the Contract.
- Instances of co-mingled trips.

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

None

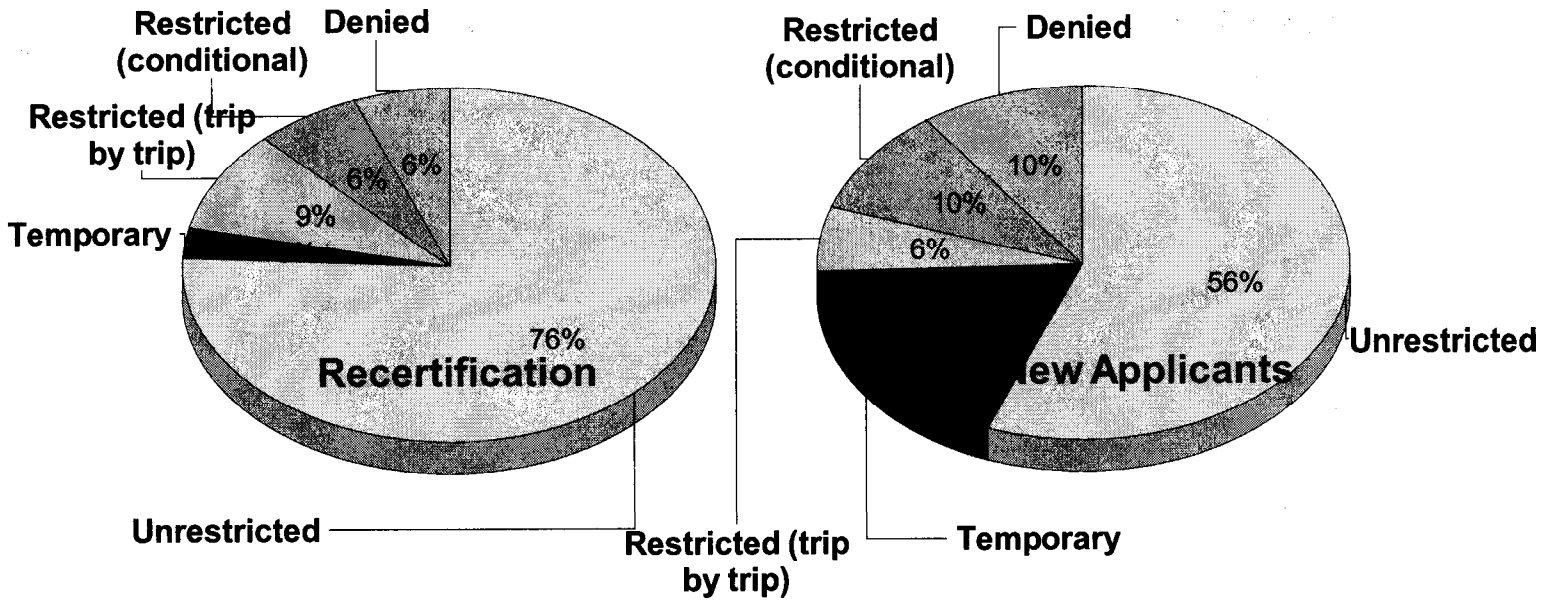
#### **V. ATTACHMENTS**

**ATTACHMENT A:** Recertification and New Applicant Eligibility Determination Chart

**ATTACHMENT B:** METRO ParaCruz Rides by Month Chart

**ATTACHMENT C:** METRO ParaCruz Cost by Month Chart

# METRO ParaCruz Eligibility Determinations - Aug 1 through Sept 30



**Recertification**

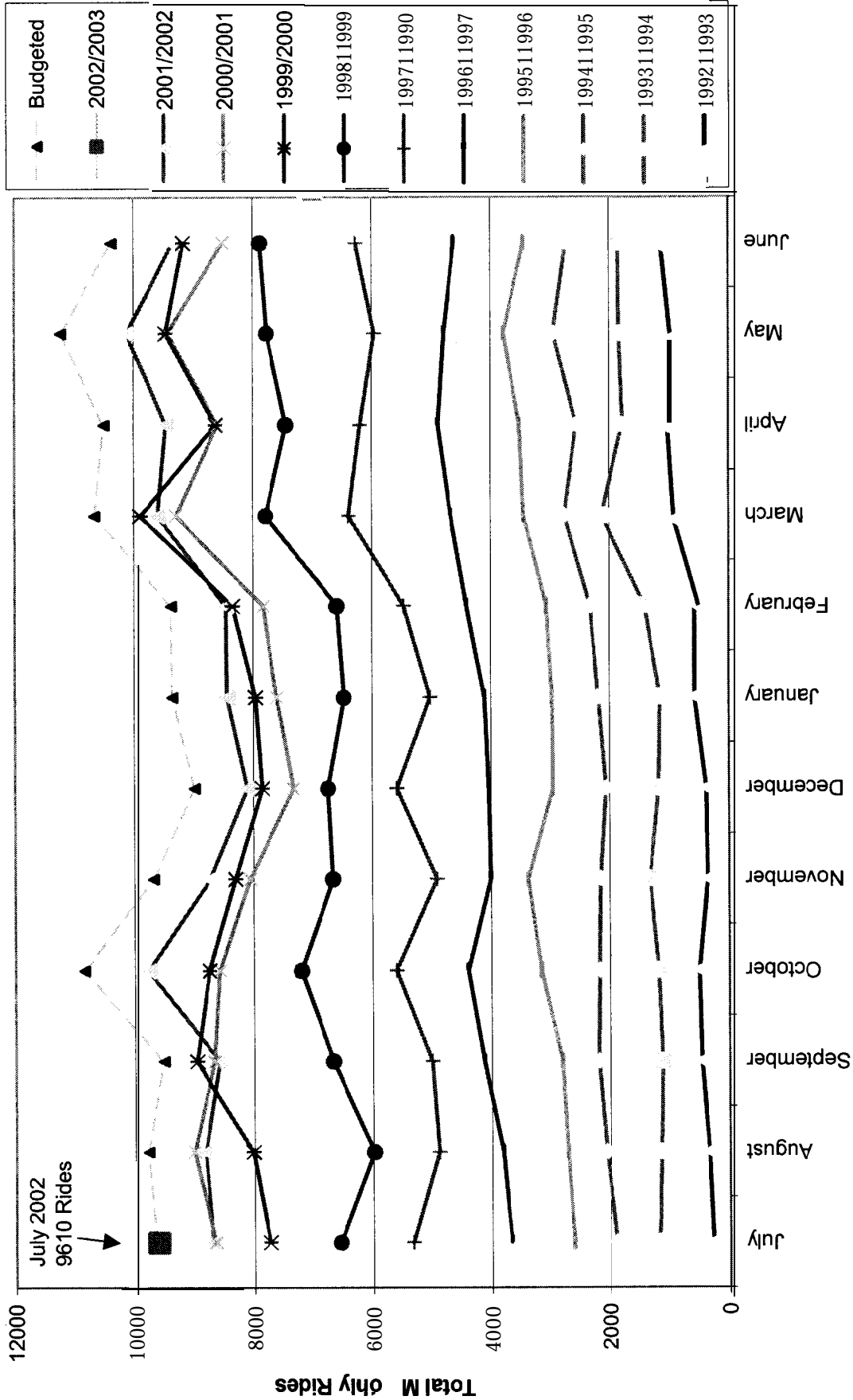
<b>Unrestricted</b>	<b>206</b>
<b>Temporary</b>	<b>8</b>
<b>Restricted (trip by trip)</b>	<b>25</b>
<b>Restricted (conditional)</b>	<b>17</b>
<b>Denied</b>	<b>16</b>
<b>Group Total:</b>	<b><u>272</u></b>

**New Applicant**

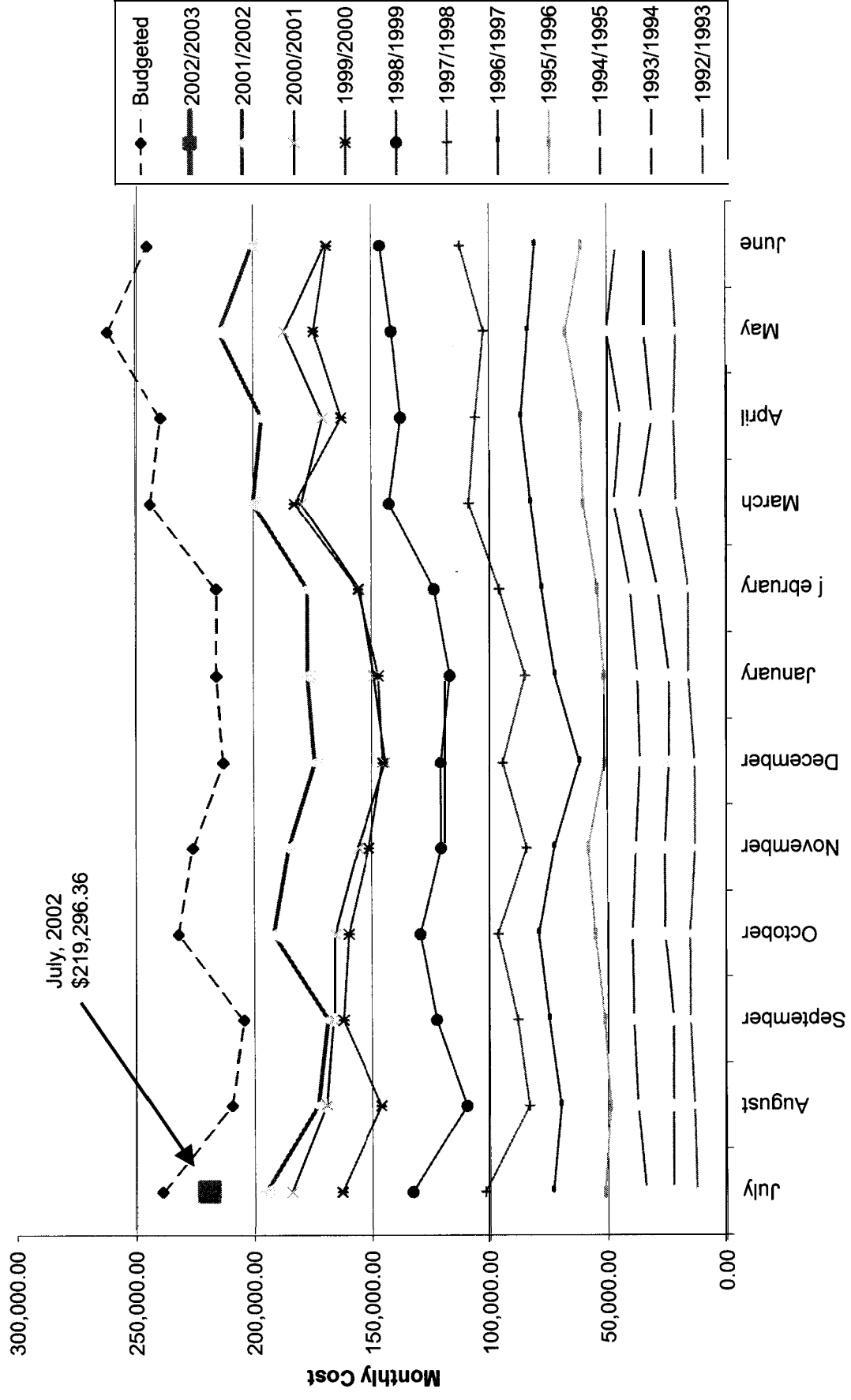
<b>Unrestricted</b>	<b>94</b>
<b>Temporary</b>	<b>31</b>
<b>Restricted (trip by trip)</b>	<b>10</b>
<b>Restricted (conditional)</b>	<b>16</b>
<b>Denied</b>	<b>17</b>
<b>Group Total:</b>	<b><u>168</u></b>

**Grand Total: 440**

METRO ParaCruz Rides by Month



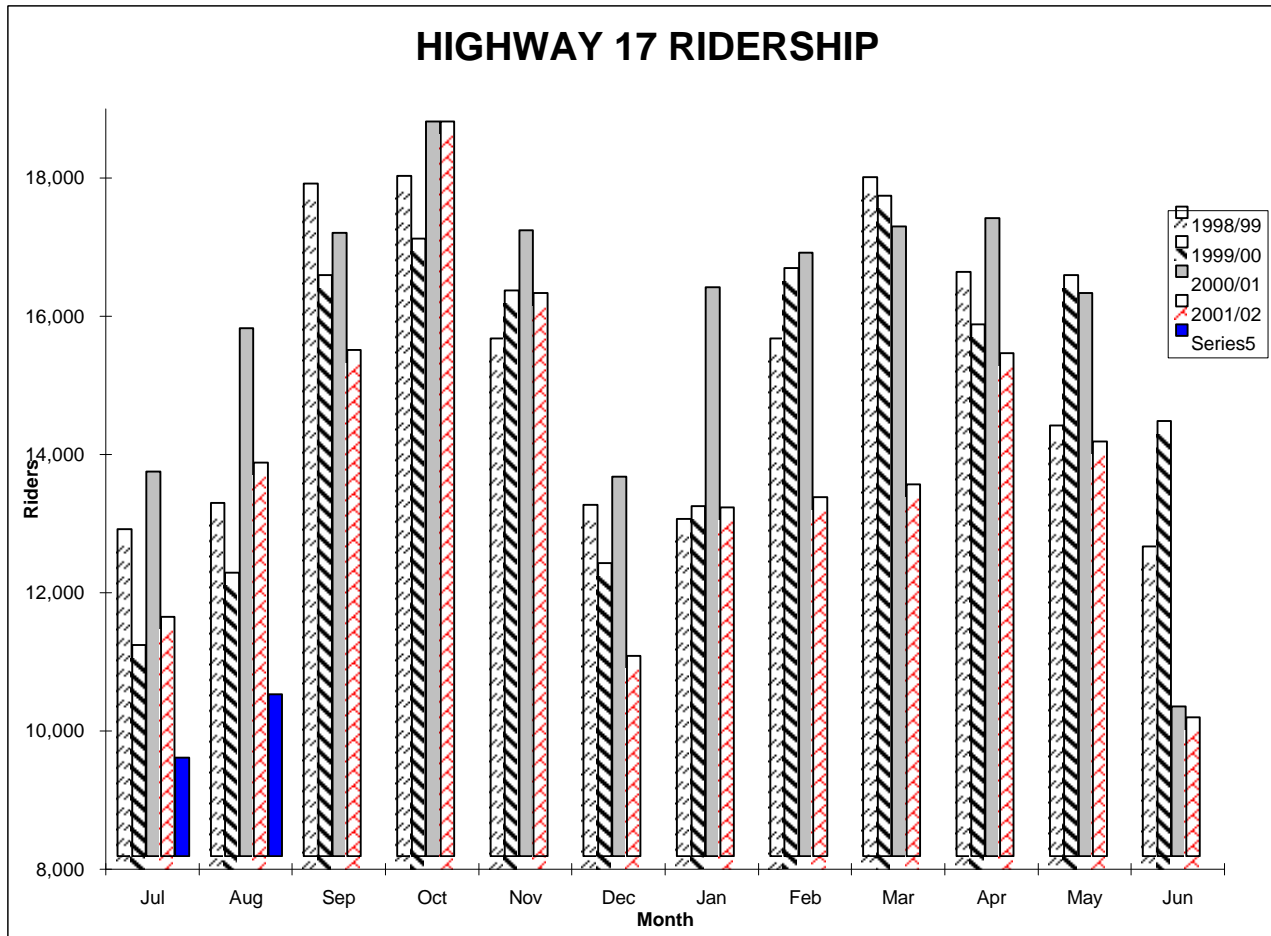
**METRO ParaCruz Cost By Month**





# HIGHWAY 17 - AUGUST 2002

	August			YTD		
	2002/03	2001/02	%	2002/03	2001/02	%
<b>FINANCIAL</b>						
Cost	\$ 105,232	\$ 121,803	(13.6%)	\$ 210,465	\$ 233,014	(9.7%)
Farebox	\$ 26,670	\$ 30,122	(11.5%)	\$ 52,132	\$ 56,533	(7.8%)
Operating Deficit	\$ 78,060	\$ 90,969	(14.2%)	\$ 157,831	\$ 175,769	(10.2%)
Santa Clara Subsidy	\$ 39,030	\$ 45,484	(14.2%)	\$ 78,916	\$ 87,884	(10.2%)
METRO Subsidy	\$ 39,030	\$ 45,484	(14.2%)	\$ 78,916	\$ 87,884	(10.2%)
San Jose State Subsidy	\$ 502	\$ 712	(29.5%)	\$ 502	\$ 712	(29.5%)
<b>STATISTICS</b>						
Passengers	10,347	13,698	(24.5%)	19,774	25,158	(21.4%)
Revenue Miles	32,918	34,414	(4.3%)	65,835	65,835	0.0%
Revenue Hours	1,280	1,338	(4.3%)	2,560	2,560	0.0%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 10.17	\$ 8.89	14.4%	\$ 10.64	\$ 9.26	14.9%
Revenue/Passenger	\$ 2.58	\$ 2.20	17.2%	\$ 2.64	\$ 2.25	17.3%
Subsidy/Passenger	\$ 7.59	\$ 6.69	13.4%	\$ 8.01	\$ 7.01	14.1%
Passengers/Mile	0.31	0.40	(21.0%)	0.30	0.38	(21.4%)
Passengers/Hour	8.08	10.23	(21.0%)	7.72	9.83	(21.4%)
Recovery Ratio	25.3%	24.7%	2.5%	24.8%	24.3%	2.1%



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**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 billable trips for August 2002 increased by 2.8% versus August 2001. Year to date student billable trips have increased by 13.3%.
- Faculty / staff billable trips for August 2002 increased by .036% versus August 2001. Year to date faculty / staff billable trips have increased by 9.1%.
- Revenue received from UCSC for August 2002 was \$24,570 versus \$23,120 an increase of 6.3%.

## III. DISCUSSION

Full school-term transit service to the University of California – Santa Cruz will start on September 16, 2002. Attached are charts detailing student and faculty / staff billable trips. A summary of the results is:

- Student billable trips for the month of August 2002 were 16,009 vs. 15,575 for August 2001 an increase of 2.8%.
- Faculty / staff billable trips for the month of August 2002 were 11,018 vs. 11,014 for August 2001 an increase of .036%.
- Year to date Student billable trips increased by 13.3% and faculty / staff billable trips increased by 9.1%.
- In August 2002 the charge for service was \$24,570. The charge for August 2001 was \$23,120. This represents a 6.3% increase in revenue for August 2002 versus August 2001.

## IV. FINANCIAL CONSIDERATIONS

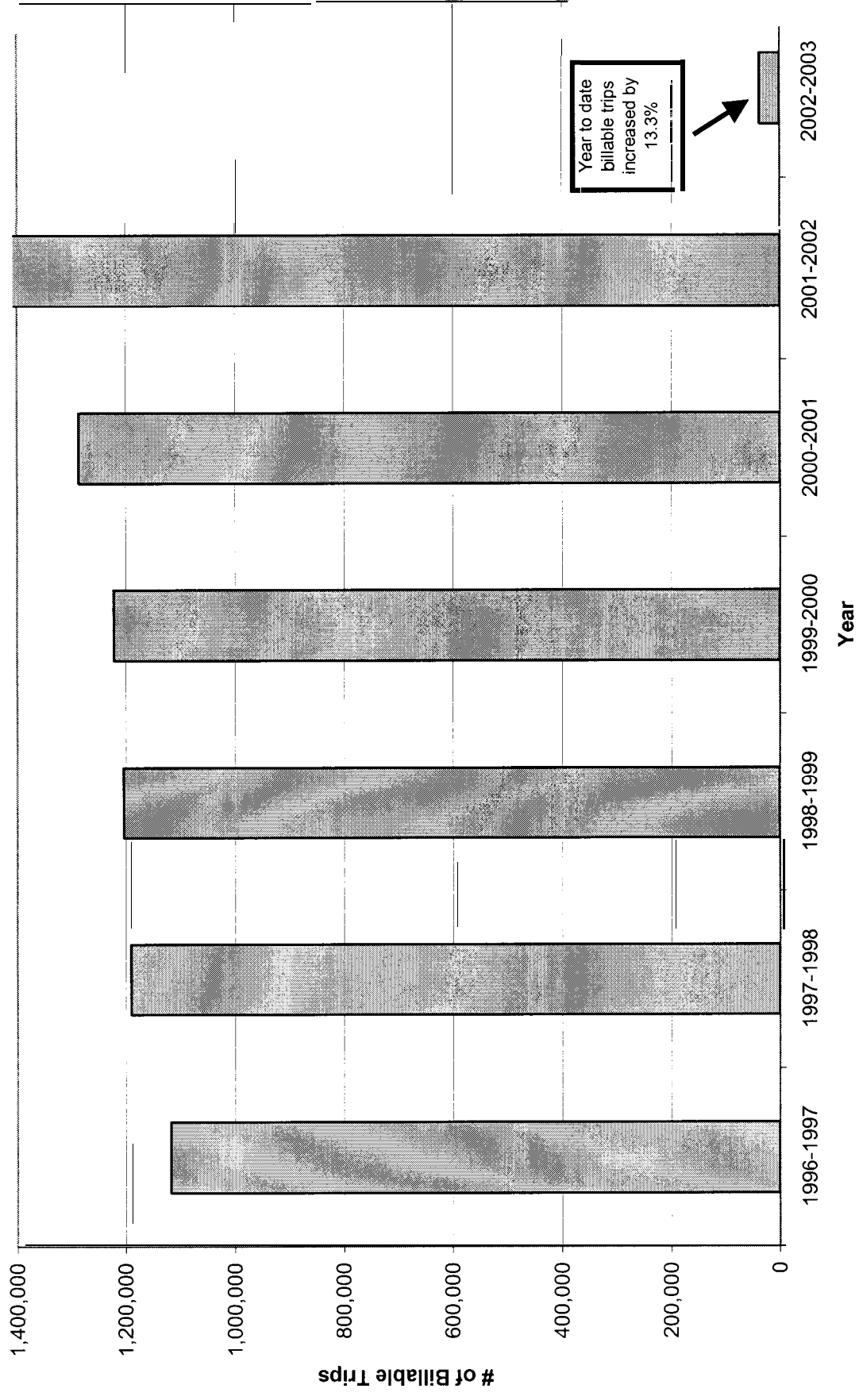
NONE

**V. ATTACHMENTS**

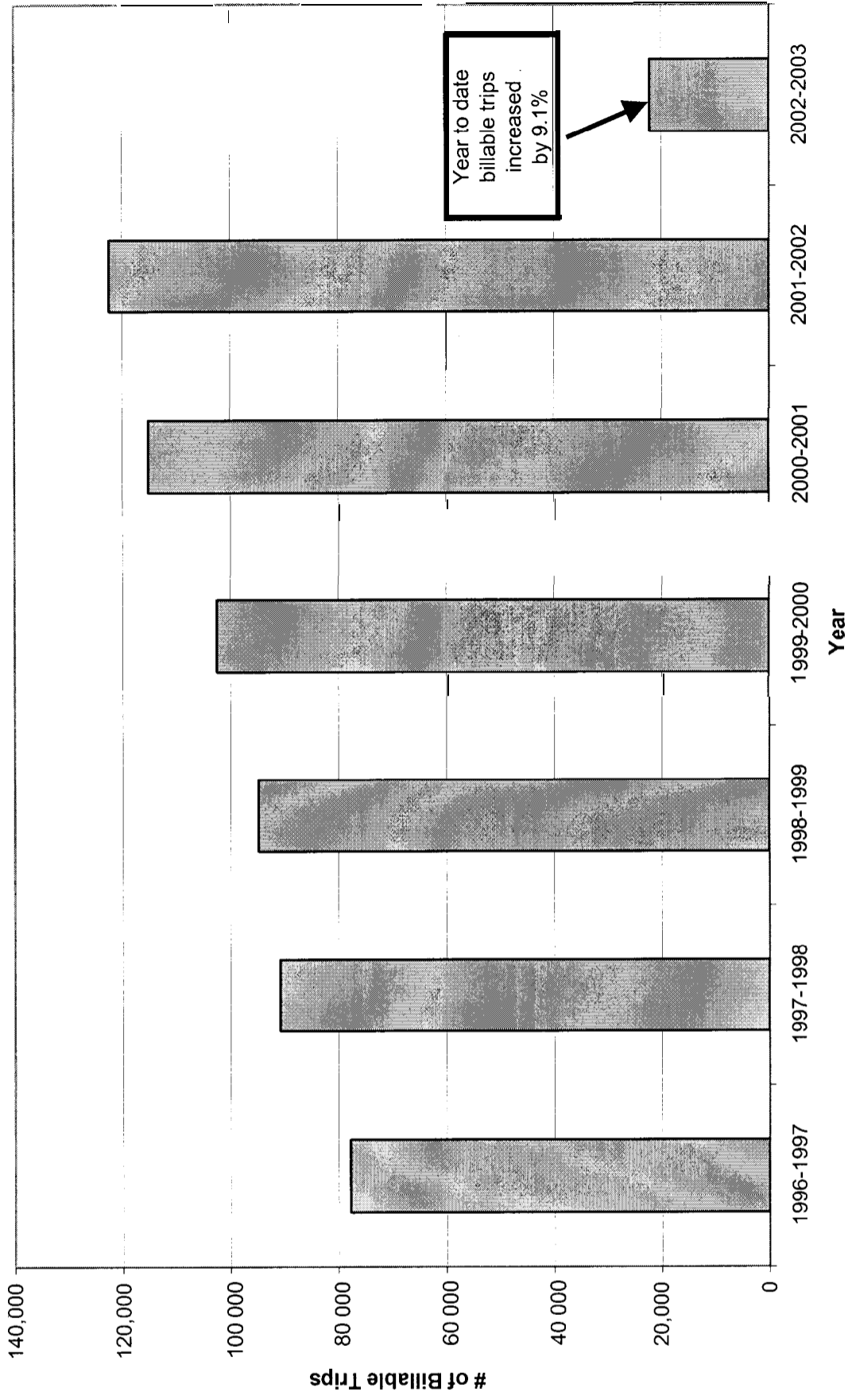
**Attachment A: UCSC Student Billable Trips**

**Attachment B: UCSC Faculty / Staff Billable Trips**

**UCSC Student Billable Trips**



**UCSC Faculty / Staff Billable Trips**



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25,2002  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: METROBASE PROJECT STATUS REPORT**

## I. RECOMMENDED ACTION

**That the Board of Directors accept the status report on the MetroBase project.**

## II. SUMMARY OF ISSUES

- The MetroBase project is currently approximately seven (7) years behind schedule for implementation.
- On April 19, 2002, the Board of Directors selected the Harvey West Cluster No. 1 Option as the preferred alternative for the Environmental Impact Report. This was the third site to receive such designation.
- On May 17, 2002, the Board of Directors adopted a revised project schedule and requested that the project status report be included in the Board packet each month.
- Currently, the project schedule has been revised a second time to allow additional time for the completion and circulation of the Draft EIR. The project schedule revision does not change the proposed construction schedule.

## 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 will achieve significant savings for METRO which can be used to restore service levels. The original schedule, developed for the construction of replacement facilities, identified 1995 as the target year for implementation. Unfortunately, the MetroBase project has suffered a number of setbacks over the past few years and is currently approximately seven (7) 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 is the third site to be designated as the preferred alternative.

On May 17, 2002, the Board of Directors adopted a revised project schedule (Attachment A) and requested that a status report be provided to the Board at each meeting so that any schedule slippage would be apparent immediately.

During the reference period certain tasks which were to be completed have been delayed and a revised schedule has been developed. The revised schedule is attached to this Staff Report. The Notice of Preparation/Notice of Intent was circulated on April 30, 2002 and the comment period concluded on May 30, 2002. On May 22, 2002, the scoping meeting was held to solicit comments from the public with regard to the revised project scope. In order to proceed with the Environmental Impact Report process, it was necessary to receive a revised site plan as well as other information from both METRO and Waterleaf Interiors, Inc. The information required to be submitted to Duffy & Associates on June 1, 2002 was delivered. The Administrative Draft EIR was received by METRO staff on August 5, 2002. Comments from METRO staff and consultants were transmitted to Denise Duffy and Associates on September 4, 2002. The next time point on the schedule was the delivery of the Screen-Check of the EIR to METRO by September 27, 2002. This date has now been modified to reflect a new date of October 11, 2002. It is expected that this time point will be met. The attached schedule has been adjusted to reflect the two week delay. The impact of this action is to delay the certification of the EIR to February 14, 2002 and to delay the construction bid circulation to June 1, 2003.

METRO staff will continue to monitor the progress of the MetroBase project with regard to the items contained on the project schedule that address the Harvey West Cluster No. 1 Option.

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

No actions have taken place during the reporting period which change the financial status of the MetroBase project.

#### **V. ATTACHMENTS**

**Attachment A:** Revised MetroBase Project Schedule

## MetroBase Project Schedule

<b>MetroBase HW 1 Cluster Alternative Revised Schedule</b>			
<b>Task</b>	<b>Adopted Schedule</b>	<b>Revision #1</b>	<b>Revision #2</b>
FFIR Completed and Accepted by Board of Directors	April 19, 2002		
Board of Directors Amends Preferred Alternative Designation	April 19, 2002		
Circulate Notice of Preparation/Notice of Intent (30 days)	April 30, 2002		
Scoping Meeting	May 22, 2002		
NOP/NOI Circulation Period Ends	May 30, 2002		
Receive All Project Information from SCMTD & Architect	May 1, 2002		
Submit Administrative Draft EIR/EIS	July 15, 2002	August 5, 2002	
Review of ADEIR/EIS by SCMTD Complete	August 9, 2002	August 30, 2002	
Submit Screen-Check ADEIR/EIS to SCMTD	August 16, 2002	September 27, 2002	October 11, 2002
Review of Screen-Check ADEIR/EIS Complete	August 19, 2002	October 4, 2002	October 18, 2002
Start 45-Day Review Period	August 20, 2002	October 7, 2002	October 21, 2002
DEIR Review Period Ends	October 11, 2002	November 20, 2002	December 6, 2002
Submit Administrative Responses to Comments to SCMTD	November 4, 2002	December 13, 2002	December 27, 2002
Review of Admin Responses Complete	November 25, 2002	January 3, 2003	January 17, 2003
Circulate Responses (10 days)	December 9, 2002	January 13, 2003	January 31, 2003
End Circulation Period	December 19, 2002	January 23, 2003	February 10, 2003
Certify Final EIR	December 20, 2002	January 24, 2003	February 14, 2003
ROW Acquisition Actions Commence	January 1, 2003	January 27, 2003	February 17, 2003
Final Design and Engineering Activities Commence	January 1, 2003	January 27, 2003	February 17, 2003
Draft Construction Specifications Circulated	May 1, 2003		June 1, 2003



# MetroBase Project Schedule

Task	Adopted Schedule	Revision #1	Revision #2
Board of Directors Approves Construction Specifications	June 20, 2003		
Request for Construction Bids Issued	June 20, 2003		
Pre Bid Meeting Held	July 15, 2003		
Final Bid Documents Issued	August 1, 2003		
Construction Bid Received	October 1, 2003		
Construction Bids Evaluated	October 1, 2003- November 1, 2003		
ROW Acquisition Completed	November 1, 2003		
Board of Directors Award Construction Contracts	November 21, 2003		
Groundbreaking	January 9, 2004		
Construction Begins	January 12, 2004		
Fueling System Operational and online	July 1, 2005		
Fleet Maintenance Function Complete and online	September 30, 2005		
Operations Function Complete and online	November 30, 2005		
Facility Maintenance Complete and online	December 31, 2005		
Phase I Construction Complete	February 28, 2006		
Grand Opening & Celebration	March 15, 2006		

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT:** CONSIDERATION OF VIOLENCE AT BUS STOPS

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- At the September 25, 2002 Board of Director's meeting, a member of the public expressed that bus stops are unsafe and that weapons were placed there to cause harm to Transit District customers and others.
- Staff contacted every law enforcement agency in Santa Cruz County (with the exception of CHP) and no reports of crime relating to a specific bus stop or found weapons were reported.

## III. DISCUSSION

At the September 25, 2002 Board of Director's meeting, a member of the public reported that there was an excessive amount of violence at the bus stops used by the Transit District. It was also reported that weapons had been left at bus stops causing great harm to Transit District customers and others.

Staff contacted the Santa Cruz Police Department, Watsonville Police Department, Scotts Valley Police Department, Santa Cruz County Sheriff's Department and the Capitola Police Department. Each law enforcement department reported that they could not identify a single bus stop generating crime and no department reported finding weapons that could cause harm.

## IV. FINANCIAL CONSIDERATIONS

None

## V. ATTACHMENTS

**Attachment A:** None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S ANNUAL CONFERENCE**

## I. RECOMMENDED ACTION

**No action on this item is required. It is recommended that the report be accepted and filed.**

## II. SUMMARY OF ISSUES

- The General Manager and the Assistant General Manager attended the American Public Transportation Association Annual Meeting in September.
- This was an Expo Year, which is held every three years.
- Over 280,000 square feet of exhibit space was devoted to public transit.
- The Assistant General Manager made a presentation on the District's ADA Program and the changes being undertaken.
- Staff participated in APTA Committee Meetings.

## III. DISCUSSION

This past month, the General Manager and the Assistant General Manager attended the American Public Transportation Association Annual Meeting and Expo. The Expo is only held once every three years, and this provides an opportunity to see vendors for anything related to Public Transportation under one roof. This year, there was 280,000 square feet devoted to exhibitors.

The opportunity to interact with vendors, including executive staff from these firms that we do business with is invaluable to staff. This year staff was able to do the following at the Expo:

- Meet with New Flyer Bus Industries regarding a later delivery of our bus order. We had anticipated that the buses would be delivered by the end of the year. These buses are necessary, as they are scheduled to replace the Foothill buses. Should any of these buses experience an engine failure after December 31, 2002, the buses must be taken out of service. Contractually, New Flyer has until March of next year before penalties would be assessed against them for late delivery. Staff was able to discuss with their executives the problems that this change in delivery schedule would pose for the District. As a result, New Flyer was able to get the President of Complete Coach in the meeting and they agreed to rent buses from Complete Coach for us for

any of our buses that have to be taken out of service due to an engine failure.

- Meet with the President of Digital Recorders regarding some installation issues with the Talking Bus project. As you may recall, the destination signs on the 30 Low-Floor 1988 buses were not interfacing with the Digital Recorders equipment. The Destination Sign company said that we would have to upgrade our logic boards at a cost of approximately \$28,000. We had a conference call with Bryant Baehr and the Digital Recorders President and Chief Technology staff to discuss the problems we were experiencing. As a result, they proposed changing some software and asked that we test the operation of the signs with a new file. The fix worked on was successful and the expenditure of \$28,000 was not required.
- Meet with Sportworks, the supplier of our bicycle racks. They have a new prototype bike rack that has the capacity to carry three bicycles rather than two. They also showed us some concept racks that would allow for inside storage of bicycles. Sportworks staff is extremely interested in having the District test this new rack on one of our buses as we are one of their first accounts and have significant usage on the bike racks.
- In addition, staff was able to look at new concepts in wheelchair tie-downs, and make contact with a vendor for bus advertising racks.

Both the General Manager and the Assistant General Manager attended APTA Committee Meetings while at the conference in addition to Program Sessions. Staff participated in the Legislative Committee, IT Committee, Small Operations Committee, and the Transportation University Communities Conference Committee. The Assistant General Manager made a presentation at a Small Operations Committee Session regarding the changes to the District's ADA Program.

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

None

#### **V. ATTACHMENTS**

ATTACHMENT A                      APTA Legislative Proposal



**An Investment in America**  
*TEA 21 Reauthorization Proposal*



**I**nvestment in public transportation is paying off for America.

The Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991 enhanced local transportation decision-making and provided significant stimulus to surface transportation programs. Reauthorized as the Transportation Equity Act for the 21st Century (TEA 21) in 1998, this landmark legislation has spurred successful public transportation projects and programs around the country. The result? In the last six years alone, public transportation use has risen 22 percent—faster than growth in vehicle miles traveled on our roadways and airline passenger miles logged over the same period. In 2001, Americans used public transportation 9.5 billion times—the highest ridership in more than 40 years.

But more investment is needed.

Our nation's roadways have become increasingly congested with traffic, our security needs have assumed heightened importance, and conserving energy and protecting the environment have become priorities. An efficient and balanced multimodal transportation system is essential to ensure the nation's economic productivity and safety, as well as a healthy, productive quality of life for all Americans.

*Let's build on the TEA 21 record of success and keep America moving.*

*Reauthorizing TEA 21 surface transportation programs—at the highest levels—is critical to sustain and advance the U.S. renaissance in public transportation.*





## TEA 21 Reauthorization: An Investment in America

**B**ecause personal mobility and freedom are vital to our nation, APTA envisions a transportation system in which all modes function together to provide safe, secure, reliable mobility—and mobility choices—to an ever-growing and ever-changing traveling public. Public transportation should continue to play a key role in achieving national policy goals. Reauthorization of TEA 21 is critical to making this happen.

### The Goal

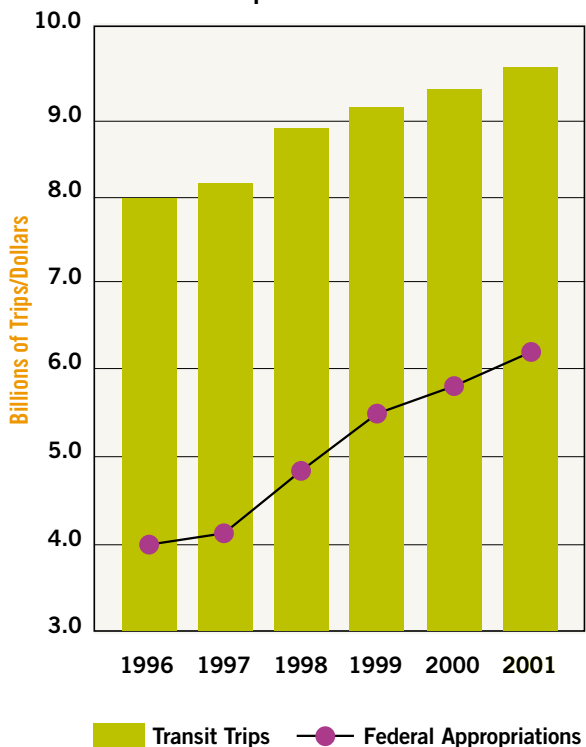
- Provide greater transportation choices for all Americans by the end of this decade.
- Improve and expand public transportation services so that all Americans have the freedom to travel where and when they please.

### The Policy

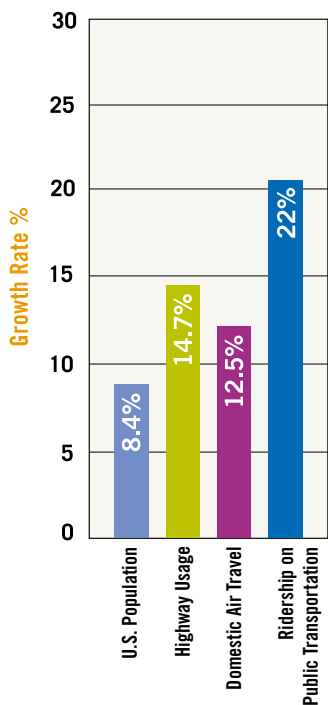
Our national transportation policy should include:

- **Safe, secure, reliable mobility options.** Create an integrated, balanced transportation system.
- **Access to economic and social opportunities.** Provide all Americans, from all walks of life, the opportunity to enrich their lives and communities through expanded public transportation.
- **Economic growth, reduced traffic congestion.** Invest in the development of transportation system capacity to stimulate the economy and reduce traffic congestion and its adverse effects on families, economic productivity and the environment.
- **Recognition of public transportation's role in reaching critical national policy goals.** Achieve stronger national security, cleaner air, better health, reduction of our dependency on foreign oil, more educational opportunities and a host of other national goals through public transportation investment.
- **Significant increases in investment for highways and public transportation.** Build on the success of TEA 21 and ISTEA to greatly expand investments in surface transportation.

Transit Ridership Growth and TEA 21 Investment



### U.S. Transportation Usage Growth 1996-2001

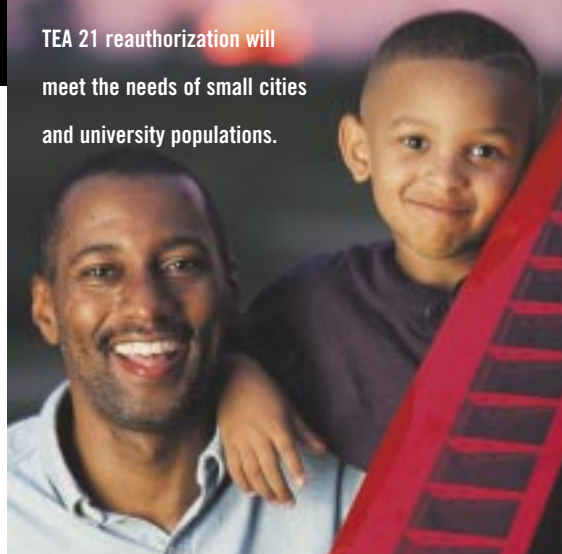


### Investment Levels and Programs for TEA 21 Reauthorization: Recommended Principles

To guide investment levels and programs for TEA 21 reauthorization, APTA recommends the following principles:

- Preserve a strong and growing federal investment in the surface transportation system.
  - Retain the basic principles of TEA 21, including a needs-based transit program.
  - Retain firewalls and guaranteed funding for the transit and highway programs.
  - Continue growing the transit program to meet growing investment needs.
- Preserve and enhance the flexibility provided for highway and transit programs under TEA 21.
  - Maintain current matching shares for transit and highway programs as authorized under TEA 21.
  - Grow the program, first holding harmless TEA 21's FY 2003 funding levels and program structure, including Disadvantaged Business Enterprise (DBE) and other critical programs.
  - Strongly support efforts to coordinate transportation policies of the nation's human and social service programs with federal transportation policy and funding programs.

TEA 21 reauthorization will meet the needs of small cities and university populations.



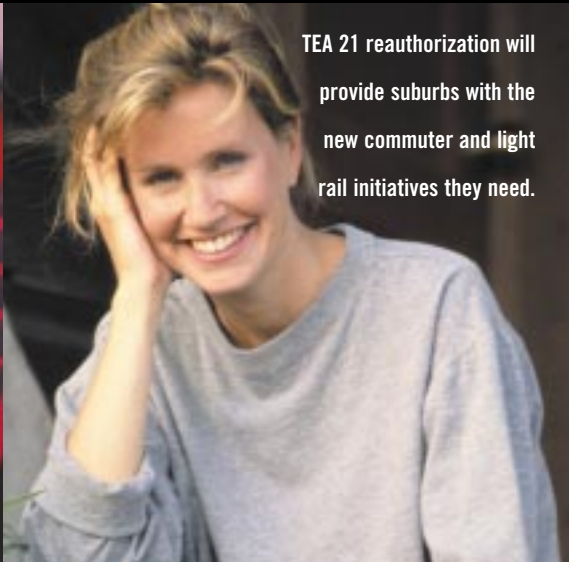
TEA 21 reauthorization will upgrade public transit in America's urban areas to meet growing needs.



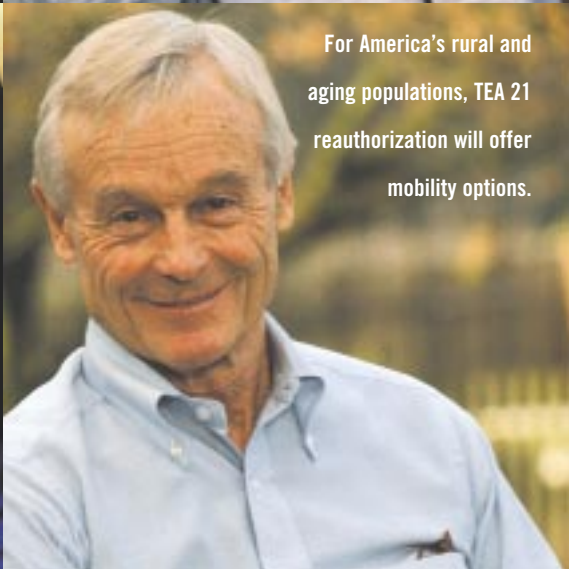
### Program Growth Proposal: Double Federal Transit Program by 2009

With documented investment needs in excess of \$43 billion per year, APTA recommends doubling the annual federal transit program to \$14.3 billion by FY 2009.





TEA 21 reauthorization will provide suburbs with the new commuter and light rail initiatives they need.



For America's rural and aging populations, TEA 21 reauthorization will offer mobility options.

## Federal Transit Program Funding Recommendations

All existing programs should have a base, held-harmless, funding level at their FY 2003 TEA 21 guaranteed level. Grow the guaranteed transit funding at 12 percent per year above the FY 2003 TEA 21 guaranteed level. The ratio of total formula funds divided by total capital investment funds should be no less than 1.15 to 1.00.

Funding growth in excess of the FY 2003 TEA 21 guaranteed level of \$7.2 billion should generally be distributed as follows:

- Approximately 55% to additional funding for all TEA 21 programs funded in FY 2003 in proportion to their FY 2003 TEA 21 guaranteed funding level.
  - Approximately 5% to address the special investment needs of smaller cities and rural areas.
  - Approximately 18% for additional funding for the New Starts program.
  - Approximately 18% for additional funding for the Fixed-Guideway Modernization program to be allocated under a new Tier 8 at 60% for “old” fixed-guideway communities, 40% for “new” fixed-guideway communities.
  - Approximately 4% for additional funding for the Bus Capital program.
  - Funding increases provided for five research and education programs totaling \$15.6 million in FY 2004 and increasing \$6.3 million each subsequent year.
- The sum of funding for metropolitan planning and state planning to be equal to 1.0 percent of the total funding for all programs.

### Average Annual Cost to Improve Physical Conditions and System Performance

Replacement/rehabilitation of Existing Fleet	\$5.6
Replacement/rehabilitation of other Transit Assets	\$5.1
Expansion of Vehicle Fleet and other Transit Assets to Accommodate Ridership Growth and Improve Performance	\$33.2
<b>Total</b>	<b>\$43.9</b>

In Billions

Source: Cambridge Systematics, Inc. (June 2002)



## Recommendations on Policies and Procedures

**Expediting Program Delivery.** From streamlining the drug- and alcohol-testing program to simplifying the charter bus rule, APTA recommends a host of changes that would significantly simplify and improve existing federal program mechanisms including proposals to:

- Coordinate and consolidate federal reviews and audits
- Require notice and comment for FTA policy statements
- Make permanent the bus axle weight limitation exemption
- Simplify rural and small transit system programs
- Extend the emergency relief authority available under the highway program to the transit program

**Improving the Planning Process.** A range of proposals would seek a level playing field for highway and transit. The proposals would:

- Strengthen metropolitan planning organizations (MPOs)
- Improve public involvement
- Support use of major investment studies (MISs)
- Consolidate planning factors
- Encourage land use/transit linkage
- Improve the New Starts criteria and rankings

**Streamlining the Procurement Process.** APTA proposes new ways to simplify federal procurements, including providing transit systems the option of buying goods and services from the GSA schedule of contracts. Further, costly in-state dealership requirements for the purchase of buses should be eliminated.

**Revising other Federal Programs.** From the highway program to the tax code, a number of proposals would bring significant improvements to other federal programs affecting transportation policy.

These include:

- Enhancement of FHWA's flexible funding programs
- Extension of the transit commute benefit to all workers, provided at the same level as the parking benefit
- Enhanced coordination of human services with transportation policies

This brochure presents a summary of APTA's TEA 21 Reauthorization Proposal as adopted by the APTA Board of Directors on September 22, 2002.



For further details and updated information,  
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Phone: 202-496-4800 Fax: 202-496-4324



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Elisabeth Ross, Finance Manager  
**SUBJECT:** RESOLUTION AMENDING FY 02-03 BUDGET

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors adopt the attached resolution amending the FY 02-03 budget in accordance with Exhibit A, authorize the change of one Administrative Secretary position to one Accounting Technician position in the Finance Department, and schedule a budget workshop for the Board meeting of November 8, 2002.**

## II. SUMMARY OF ISSUES

- As a result of projected major decreases in operating funding and required adjustments to operating expenses, the operating budget is recommended to be decreased by a net \$514,000 for a new total of \$31,086,000.
- The projected operating revenue shortfall is a result of decreases in four revenue sources: passenger revenue, interest income, sales tax revenue and Transportation Development Act (TDA) funding.
- Farebox revenue for the first three months of the fiscal year is below the amount generated for the same period one year ago, necessitating a change in the projected revenue.
- The District's interest rate at the County has continued to fall and the treasury balance is below projected levels, requiring a decrease in expected interest income.
- The District's sales tax revenue was down 3.7% for the first quarter of the fiscal year, or \$63,000 under budget. Staff had projected a 2.1% decrease for this period. The State Board of Equalization has reduced the District's first advance payment for the second quarter so the District's sales tax revenue projections should be reduced.
- The Santa Cruz County Regional Transportation Commission has reduced the District's Transportation Development Act (TDA) allocation to an amount \$210,578 below the District's budgeted amount, necessitating a reduction in that revenue source.
- Due to the anticipated 100% funding of several special shuttles, the estimated revenue and expense for these services have been added to the budget in the amount of \$36,500.
- Staff is proposing the change of one Finance Department position from an Administrative Secretary to an Accounting Technician (same salary range), since the duties performed are more accurately represented in the Accounting Technician series.

- A number of expense adjustments are required at this time, as delineated in Attachment A. Most changes reflect the retirement of 25 employees this summer, resulting in reduced pay costs and increased retiree benefits. To fund the revenue shortfall, a number of expense reductions have been identified. However, no staffing reductions are proposed.
- Updating the capital improvement program results in a net increase of \$70,345. The revised capital improvement program totals \$19,439,400.
- Since the recommended revisions to the budget only address current revenue shortfalls, staff is recommending that the Board of Directors schedule a budget workshop for the first November Board meeting on November 8, 2002, to consider future revenue enhancements and budget alternatives.

### **III. DISCUSSION**

#### **A. Operating Revenue**

The detailed list of changes to the FY 02-03 operating revenues is shown on Attachment A, Exhibit A, following the budget resolution. The revised operating budget totals \$31,086,000.

##### **I. Operating Revenue Shortfall**

The projected operating revenue shortfall is primarily a result of decreases in four revenue sources: passenger revenue, interest income, sales tax revenue and Transportation Development Act (TDA) funding.

##### **Passenger Revenue**

Farebox revenue is down 8% for the first two months of the fiscal year. The budget projected no increase over last year. Preliminary September figures indicate a 3% drop from one year ago. Therefore, it is proposed that passenger revenue be reduced by \$52,000 to reflect the drop in the first three months. Future months will be monitored.

##### **Interest Income**

Under State law, the District's investments are handled by the County Treasurer. The funds are pooled to maximize interest income. Staff budgeted interest income at an interest rate of 2.4% in July and August, and 2.5% in September, gradually increasing to 3.0% in January. However, the interest rate is still at 2.4% in September. The rate is anticipated to remain low as a result of the current economic conditions, requiring a decrease in expected interest income. In addition, the District's treasury balance is lower than projected due to the revenue shortfall. A lower general fund balance also impacts interest income. Staff is now projecting an interest rate of 2.4% through November, 2.5% for December through March, and 3.0% for the last quarter of the fiscal year, and a lower general fund balance, for a reduction in interest income of \$111,000.

### **Sales Tax Revenue**

The District's sales tax revenue was down 3.7% or \$63,000 below budget for the first quarter of the fiscal year. Staff had projected a 2.1% decrease for this period.

In addition, the first advance payment by the State for the next quarter is \$116,000 below budget, due to "adjustments" to the District's account, per the State Board of Equalization. (The second advance payment received on October 4, 2002, is on budget.)

In light of all this and the current economic conditions, the District's sales tax revenue projections should be reduced. Staff is proposing that sales tax revenue be reduced at this time by \$206,422. The next sales tax report will be available in late December.

### **TDA Funding**

The Santa Cruz County Regional Transportation Commission has reduced the District's Transportation Development Act (TDA) allocation to an amount \$210,578 below the District's budgeted amount, necessitating a reduction in that revenue source. The District had anticipated a reduction in the allocation and had already reduced the TDA amount by \$152,789 in the final budget, lessening the impact of the final reduction.

## **2. Other Revenue Changes**

The District has been notified by the Transportation Commission that TDA funding has been allocated for several special shuttles. Several other shuttles will also be 100% funded. To reflect the anticipated additional service, both revenue and bus operator expense have been increased by \$26,500, in the event that these shuttles are operated.

Lastly, at the June Board meeting following adoption of the FY 02-03 final budget, the Board took action to restore the part-time Legal Secretary in District Counsel's department, to be funded from insurance reserves. This action is reflected in the budget revision.

## **B. Operating Expense**

### **1. Required Expense Adjustments**

Detailed expense adjustments are listed in Attachment A, Exhibit A. The expense changes required are as follows:

- Bus Operator pay is higher to reflect 100% funded shuttles.
- Medicare/Social Security expense is higher to cover more new employees and overtime expenses.
- Vision insurance is increased by \$10,000 to reflect a new contract effective August 1, 2002.

- Pay, PERS expense, and vacation pay are reduced in the total amount of \$259,548 to reflect retirement of senior employees.
- Retiree benefits are increased in the amount of \$107,000 to reflect 25 retirements.
- The Legal Secretary is restored in the budget.
- The Employee Assistance Program (EAP) expense is increased by \$1,720 to reflect the new contract.
- Admin/bank fees are increased by \$1,000 for the new State DBE fee.
- Premiums vehicle physical damage insurance have been combined with the casualty and liability expense account to simplify accounting.

## **2. Balancing Actions**

A total of \$444,672 in non-personnel expense reductions has been identified to assist with meeting the revenue shortfall. These reductions, proposed by the department managers, meet a 5% reduction goal in non-personnel expenses in most departments. The detailed list of reductions is included as Attachment B.

## **C. Capital Improvement Program**

Updating the capital improvement program results in a net increase of \$70,345. The major changes consist of increasing the project cost of the CNG facilities to reflect the bids received, reducing other projects to partially offset the CNG cost increase, adjusting several IT projects, and restoring the project for air conditioning installation at the Scotts Valley Transit Center due to the presence of a new tenant. Use of District reserves is increased due to the net increase in costs.

The revised capital improvement program totals \$19,439,400.

## **D. Other Issues**

The Finance Department currently has six authorized staff positions, one of which is an Administrative Secretary. The incumbent in the Secretary position has been performing duties for some time that are more accurately represented in the Accounting Technician series. Staff is proposing that the Secretary position be converted to an Accounting Technician position which is an existing classification at the same salary level as the Secretary. The incumbent can then be reassigned to the Accounting Technician position through a lateral transfer as provided in the SCMTD-SEIU MOU. This proposal has been communicated to representatives of SEIU Local 415. The change will provide more flexibility in the Finance Department and enhance future promotional opportunities for staff.

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

Adoption of the resolution with the budget revisions as presented will decrease the total FY 02-03 operating budget by \$514,000, and increase the capital improvement program by \$70,345.

#### **V. ATTACHMENTS**

- Attachment A:** Resolution Authorizing a Revision to the FY 02-03 Budget, followed by a list of specific changes (Exhibit A).
- Attachment B:** Detailed List of Expense Reductions

BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_

On the Motion of Director \_\_\_\_\_

Duly Seconded by Director \_\_\_\_\_

The following Resolution is adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING A REVISION TO THE FY 02-03 BUDGET**

**WHEREAS**, it is necessary to revise the adopted FY 02-03 budget of the Santa Cruz Metropolitan Transit District to provide for changes in operating revenue, operating expense, and the capital improvement program.

**NOW, THEREFORE, BE IT RESOLVED**, the budget is hereby amended per the attached Exhibit A.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of October, 2002, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved \_\_\_\_\_  
Chairperson

Attest \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

APPROVED AS TO FORM:



BEFORE THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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Margaret Gallagher  
District Counsel

**EXHIBIT A**  
**RECOMMENDED BUDGET REVISIONS**  
**FY 02-03**  
**October 2002**

	<b>AMOUNT</b>	<b>TOTALS</b>
<b><u>OPERATING REVENUE</u></b>		
Decrease passenger fares to reflect year to date actual	\$ (52,500)	
Increase special transit fares for 100% funded shuttles	\$ 36,500	
Decrease interest income to reflect lower interest rates and treasury balance	\$ (111,000)	
Decrease sales tax revenue based on revised State estimates	\$ (206,422)	
Decrease TDA allocation based on revised SCCRTC allocation	\$ (210,578)	
Increase transfer from insurance reserves for Legal Secretary	\$ 30,000	
	<hr/>	
<b>TOTAL</b>		<b>\$ (514,000)</b>

**EXHIBIT A**  
**RECOMMENDED BUDGET REVISIONS**  
**FY 02-03**  
**October 2002**

	DEPT	ACCOUNT	AMOUNT	TOTALS
<b><u>OPERATING EXPENSE</u></b>				
Increase Bus Op pay for 100% funded shuttles	3300	501011	\$ 36,500	
Increase Medicare to reflect actual	all	502011	\$ 4,000	
Increase vision insurance to reflect new contract	all	502045	\$ 10,000	
Decrease pay to reflect retirements:				
- PIng/Marketing (1 employee)	1300	501021	\$ (17,833)	
- Human Resources (1 employee)	1400	501021	\$ (12,356)	
- Facilities Maintenance (3 employees)	2200	501021	\$ (31,662)	
- Operations (2 employees)	3200	501021	\$ (8,786)	
- Bus Operators (14 employees)	3300	501011	\$ (85,165)	
- Fleet Maintenance (4 employees)	4100	501021	\$ (43,412)	
Decrease retirement expense to reflect retirements:				
- PIng/Marketing (1 employee)	1300	50202 1	\$ (1,248)	
- Human Resources (1 employee)	1400	502021	\$ (865)	
- Facilities Maintenance (3 employees)	2200	50202 1	\$ (2,216)	
- Operations (2 employees)	3200	502021	\$ (615)	
- Bus Operators (14 employees)	3300	502021	\$ (6,000)	
- Fleet Maintenance (4 employees)	4100	502021	\$ (3,039)	
Decrease vacation pay to reflect retirements:				
- PIng/Marketing (1 employee)	1300	502111	\$ (2,851)	
- Human Resources (1 employee)	1400	502111	\$ (1,983)	
- Facilities Maintenance (3 employees)	2200	502111	\$ (5,459)	
- Operations (2 employees)	3200	502111	\$ (1,149)	
- Bus Operators (14 employees)	3300	502111	\$ (28,000)	
- Fleet Maintenance (4 employees)	4100	502111	\$ (6,909)	
Increase retiree benefits to reflect retirements:				
- Medical premiums	9005	502031	\$ 83,000	
- Dental premiums	9005	502041	\$ 16,000	
- Vision premiiums	9005	502045	\$ 5,000	
- Life insurance premiums	9005	502051	\$ 3,000	
Increase personnel accounts to restore Legal Sec	1700		\$ 30,000	
Increase other fringe benefits for EAP increase	1400	502999	\$ 1,720	
Increase admin/bank fees for State DBE fee	1100	503021	\$ 1,000	
Combine premiums for CalTIP vehicle physical damage with PL&PD account	1200	506015	\$ 24,000	
Delete vehicle physical damage insurance account	1200	506017	\$ (24,000)	
				<b>\$ (69,328)</b>

**EXHIBIT A**  
**RECOMMENDED BUDGET REVISIONS**  
**FY 02-03**  
**October 2002**

**Balancing Actions:**

Reduce departmental non-personnel expense (see Attachment B):

- Admin	1100	\$	(10,500)	
- Finance	1200	\$	(19,230)	
- Planning & Marketing	1300	\$	(28,000)	
- Human Resources	1400	\$	(7,000)	
- Information Technology	1500	\$	(6,150)	
- District Counsel	1700	\$	(1,300)	
- Risk Management	1800	\$	(13,473)	
- Facilities Maintenance	2200	\$	(16,205)	
- Paratransit Program	3100	\$	(185,229)	
- Operations	3200	\$	(10,300)	
- Bus Operators	3300	\$	(320)	
- Fleet Maintenance	4100	\$	(146,818)	
- SCCIC	700	\$	(43)	
- MASTF	9021	\$	(104)	
			<u>          </u>	
		\$		(444,672)
<b>TOTAL</b>				<b>\$ (514,000)</b>

**EXHIBIT A  
RECOMMENDED BUDGET REVISIONS  
FY 02-03  
October 2002**

	DEPT	AMOUNT	TOTALS
<b><u>CAPITAL FUNDING</u></b>			
Reduce State/local funding for CNG facility		\$ (12,000)	
Adjust use of District reserves for carryover projects and new projects		<u>\$ 82,345</u>	
<b>TOTAL</b>			<b>\$ 70,345</b>
<b><u>CAPITAL PROJECTS</u></b>			
Increase CNG fueling station project to reflect bids received		\$ 110,250	
Increase SCM CNG retrofit to reflect bids received		\$ 60,324	
Reduce projects to fund CNG facility increase:			
- Reduce bus stop improvements		\$ (27,250)	
- Delete Metro Center wall (completed in FY 01-02)		\$ (10,000)	
- Delete Ready Room remodel (completed in FY 01-02)		\$ (15,000)	
- Delete replacement of Truck #8029		\$ (29,000)	
- Delete replacement of Truck #8025		\$ (29,000)	
Add carryover project for purchase of one paratransit vehicle		\$ 35,809	
Reduce carryover projects to reflect June 30 balance:			
- Database Software for ADA Recertification		\$ (60,000)	
Increase IT Projects to reflect actual cost			
- GIRO Rostering Module		\$ 11,000	
Add two servers for IT		\$ 16,000	
Add A/C for SVTC		<u>\$ 7,212</u>	
<b>TOTAL</b>			<b>\$ 70,345</b>

**DETAILED LIST OF EXPENSE REDUCTIONS  
FY 02-03**

<b>Dept.</b>	<b>Account</b>	<b>Title</b>	<b>Amount</b>	<b>Description</b>
<b>Admin</b>				
	509125	Other Misc Expense	2,500	Board workshop fees deleted
	509127	Board Fees	650	Fees for absent Directors deleted
	509011	Dues & Subscriptions	850	SC Chamber of Commerce dues deleted
	503352	Equip Repair - Out	1,000	Repair costs reduced
	504215	Printing	2,000	Board packet cost reduced/use plain envelopes
	504211	Postage & Mailing	1,500	Estimated postage usage
	503221	Classified/Legal Ads	1,500	Display ads eliminated
	509123	Travel	500	General reduction
		<b>TOTAL</b>	<b>10,500</b>	
<b>Finance</b>				
	503011	Accting/Audit Fees	5,000	Payroll contract cost reduced
	506011	Property Insurance	14,000	Premiums reduced
	509011	Dues & Subscriptions	230	One subscription deleted
		<b>TOTAL</b>	<b>19,230</b>	
<b>Planning &amp; Marketing</b>				
	503225	Graphics Services	5,000	Print Headways twice per year, not quarterly
	504215	Printing	15,000	Special posters and brochures eliminated
	504215	Printing	8,000	Print Headways twice per year
		<b>TOTAL</b>	<b>28,000</b>	
<b>Human Resources</b>				
	503221	Classified/Legal Ads	2,000	Recruitment ads reduced
	504215	Printing	5,000	UTU MOU not printed, only one change page
		<b>TOTAL</b>	<b>7,000</b>	
<b>Information Technology</b>				
	503352	Equip Repair - Out	5,150	Reduction in Multisystems maintenance contract
	504311	Office Supplies	1,000	General reduction
		<b>TOTAL</b>	<b>6,150</b>	
<b>District Counsel</b>				
	503031	Prof/Technical Services	200	General reduction
	503033	Legal Services	600	General reduction
	503352	Equip Repair - Out	100	General reduction
	509121	Employee Training	200	General reduction
	509123	Employee Travel	200	General reduction
		<b>TOTAL</b>	<b>1,300</b>	
<b>Risk Management</b>				
	50303 1	Prof/Technical Services	5,000	General reduction
	503033	Legal Services	3,000	General reduction
	506999	Other Casualty Expense	5,473	General reduction
		<b>TOTAL</b>	<b>13,473</b>	

expreduction

**DETAILED LIST OF EXPENSE REDUCTIONS  
FY 02-03**

<b>Dept.</b>	<b>Account</b>	<b>Title</b>	<b>Amount</b>	<b>Description</b>
Facilities Maintenance				
	503351	Building Repair - Out	2,205	General reduction
	503352	Equip Repair - Out	2,500	General reduction
	504311	Off ice Supplies	1,000	General reduction
	504315	Safety Supplies	3,000	General reduction
	504317	Cleaning Supplies	3,000	General reduction
	504409	Repair/Maint Supply	3,000	General reduction
	512061	Equipment Rental	1,500	General reduction
		<b>TOTAL</b>	<u>16,205</u>	
Paratransit Program				
	503406	Contract Transportation	185,229	Reduction in contract costs
		<b>TOTAL</b>	<u>185,229</u>	
Operations				
	503031	Prof/Technical Services	10,000	Talking Bus on-line in local service, no further call stop audits
	503171	Security Services	300	No extra security on Halloween/First Night
		<b>TOTAL</b>	<u>10,300</u>	
Bus Operators				
	503162	Uniforms & Laundry	320	Reduce uniform costs
		<b>TOTAL</b>	<u>320</u>	
Fleet Maintenance				
	504011	Fuels & Lubricants	30,000	Current usage, lower gas prices
	504012	Diesel Fuel	50,000	Lower diesel price to date
	504021	Tires & Tubes	36,818	Earlier delivery of new buses
	504191	Revenue Vehicle Parts	30,000	Earlier delivery of new buses
		<b>TOTAL</b>	<u>146,818</u>	
SCCIC				
	504211	Postage & Mailing	43	Reduce expense
		<b>TOTAL</b>	<u>43</u>	
MASTF				
	509125	Other Misc. Expense	104	Meeting room rental reduced
		<b>TOTAL</b>	<u>104</u>	
		<b>TOTAL REDUCTIONS</b>	<b>444,672</b>	

expreduction

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 11, 2002

**TO:** Board of Directors

**FROM:** Elisabeth Ross, Finance Manager

**SUBJECT: APPROVAL OF REVISION TO BY-LAWS OF SANTA CRUZ CIVIC IMPROVEMENT CORPORATION TO CHANGE ANNUAL MEETING DATE TO FOURTH FRIDAY IN OCTOBER**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors approve the revision to the by-laws of the Santa Cruz Civic Improvement Corporation to change the annual meeting date to the fourth Friday in October.**

## II. SUMMARY OF ISSUES

- In accordance with the by-laws of the Santa Cruz Civic Improvement Corporation (SCCIC), the Santa Cruz Metropolitan Transit District must approve any amendment to the by-laws of the SCCIC.
- It is anticipated that the SCCIC Board of Directors will amend the by-laws on October 11, 2002, to change the annual meeting date of the SCCIC.

## III. DISCUSSION

The by-laws of the SCCIC provide that the District approve any amendment to the by-laws. It is expected that at a special meeting on October 11, 2002, the SCCIC Board of Directors will approve an amendment to the by-laws: a change in the annual meeting date from the third Friday in October to the fourth Friday in October.

This amendment must be immediately approved by the District Board of Directors so that the 2002 annual meeting of the SCCIC may take place on October 25, 2002, in conjunction with the regular District Board meeting instead of October 18, 2002.

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

None.



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for Employee Assistance Program Services with Claremont Behavioral Services.**

## 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 three-member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Claremont Behavioral Services to provide Employee Assistance Program Services.

## III. DISCUSSION

The Employee Assistance Program provides an opportunity for all District employees and their dependents to obtain confidential assistance in resolving personal or work-related problems. The Employee Assistance Program would provide confidential professional counseling, assessment and referral for the District's approximately 300 employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, or financial difficulties.

On July 5, 2002, District Request for Proposal No. 02-02 was mailed to several firms and was legally advertised. On August 2, 2002, proposals were received and opened from five (5) firms. These firms are listed in Attachment A. A three-member evaluation committee comprised of District staff have reviewed and evaluated all proposals received.

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

Criteria	Priority
Approach to the Scope of Required Services and ability to meet the requirements presented in the Scope	1
Qualifications and Experience	2
References	3
Cost	4
Disadvantaged Business Enterprise (DBE) participation	5

The selection committee performed a comprehensive evaluation of all proposals received and is recommending that a contract be established with Claremont Behavioral Services to provide Employee Assistance Program Services for an amount not to exceed \$ 12,500 per fiscal year or \$25,000 for the two-year contract period. Contractor will provide services meeting all District requirements.

**IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the Operating Budget for Human Resources.

**V. ATTACHMENTS**

- A- List and ranking of firms
- B- Contract with Claremont Behavioral Services

**NOTE: All attachments and exhibits to the contract were distributed to the Board only. A copy of these documents are available at the Administration Office if needed**

### **RANKING OF SUBMITTED PROPOSALS**

<b>NAME OF FIRM</b>	<b>RANK</b>
<b>Claremont Behavioral Services of Alameda, California</b>	<b>1</b>
<b>Employee Support Systems Company of Orange, California</b>	<b>2</b>
<b>The Holman Group of Canoga Park, California</b>	<b>3</b>
<b>PacifiCare of Laguna Hills, California</b>	<b>4</b>
<b>Ann Clark Associates of San Diego, California</b>	<b>5</b>

## PROFESSIONAL SERVICES CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES (02-02)

THIS CONTRACT is made effective on October 1, 2002 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and CLAREMONT BEHAVIORAL SERVICES ("Contractor").

### 1. RECITALS

#### 1.01 District's Primary Objective

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

#### 1.02 District's Need for Employee Assistance Program Services

District has the need for Employee Assistance Program Services. In order to obtain these services, the District issued a Request for Proposals, dated July 5, 2002 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 Employee Assistance Program Services and whose principal place of business is 1050 Marina Village Parkway, Suite 203, Alameda, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Assistance Program Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

#### 1.04 Selection of Contractor and Intent of Contract

On September 27, 2002, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Employee Assistance Program Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 5, 2002

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

Contractor's Proposal to the District for Employee Assistance Program Services signed by Contractor and dated August 2, 2002.

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:

3.0 1.01 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.

3.0 1.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued July 5, 2002.

3.0 1.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.0 1.04 DAYS - Calendar days.

3.0 1.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 5, 2002.

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.

3.0 1.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the issuance of the Contract by the District.

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of

payment. Total contract amount not to exceed \$25,000. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, and personnel used. 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

Claremont Behavioral Services  
1050 Marina Village Parkway, Suite 203  
Alameda, CA 94501

Attention: Matthew L. Schoenthaler

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 \_\_\_\_\_  
Tom Bjornson  
President, CEO

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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**02-02**

## **Request for Proposals For Employee Assistance Program Services**

**Date Issued: July 5, 2002  
Proposal Deadline: August 2, 2002, 5:00 p.m.**

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### Contents of this RFP

- I. Instructions to Offerors
- II. General Information Form
- III. Specifications
- IV. General Conditions
- V. Contract/Agreement
- VI. FTA Requirements for Non-Construction Contracts
- VII. Protest Procedures



## **PART I**

### **INSTRUCTIONS TO OFFERORS**

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

Any contract or purchase order entered into as a result of this RFP shall incorporate the RFP and the proposal submitted by successful offeror. In the event of conflict between the proposal and any other contract document, the other contract document shall prevail unless specified otherwise by the District. Telephone or electronic bids 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 bid all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.
12. **EXPERIENCE AND QUALIFICATIONS:** Offeror may be required upon request of the District to substantiate that Offeror and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.
13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Offeror assumes the following responsibilities: (1) serves as the sole general contractor with the District; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and, (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

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

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

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

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

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

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

**PART II**

**GENERAL INFORMATION FORM**

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

**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

\_\_\_\_\_  
Legal Name of Firm Date

\_\_\_\_\_  
Firm's Address

\_\_\_\_\_  
Telephone Number FAX Number

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

\_\_\_\_\_  
Name of Principal-in-Charge and Title

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Name of Project Manager and Title

\_\_\_\_\_  
Name, Title and Phone Number of Person To Whom Correspondence Should be Directed

\_\_\_\_\_  
Addresses Where Correspondence Should Be Sent

\_\_\_\_\_  
Areas of Responsibility of Prime Contractor

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals.

Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

# CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 PROPOSAL AMOUNT \$ \_\_\_\_\_  
 PROPOSAL OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE  
 PARTICIPATION \$ \_\_\_\_\_ %

\_\_\_\_\_  
 SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AREA CODE/TELEPHONE

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

- \* 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 bids 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 \$ \_\_\_\_\_ %

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## **PART III**

### **SPECIFICATIONS FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

#### **1. INTRODUCTION**

The Santa Cruz Metropolitan Transit District (SCMTD) is requesting proposals for an Employee Assistance Program to meet the needs of its approximately 300 employees. SCMTD is a public entity whose primary purpose is to provide public transportation. It has an employment facility in Santa Cruz. The Employee Assistance Program shall be designed to provide an opportunity for all employees and their dependents to obtain confidential assistance in resolving personal or work-related problems.

#### **2. BACKGROUND**

In general, the Employee Assistance Program would provide confidential professional counseling, assessment and referral for the District's approximately 300 employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, or financial difficulties.

#### **3. SCOPE OF REQUIRED SERVICES**

- A. Design an Employee Assistance Program that is able to provide confidential one-to-one counseling sessions at locations throughout Santa Cruz County for the District's approximately 300 employees and their eligible dependents, as well as making any necessary referrals for additional professional treatment.
- B. The program must contain an employee orientation and communication plan including the supply and distribution of promotional and informational materials.
- C. The program staff must have the ability to provide consultation and training to the District's supervisory and management personnel regarding employee referral.
- D. Provider should be able to supply statistical reports, as required by the District, for review of program usage.

#### **4. CONTENT OF PROPOSAL**

Proposals should be complete and concise in description and presented in the form of a written report. Proposals should include the following items as well as any additional information that will contribute to the District's evaluation of service:

- A. How long has your organization been providing Employee Assistance Programs?
- B. What geographic areas do you serve? Provide a list of your facilities.
- C. What are your hours of service; are services provided on weekends?
- D. What is the total number of employees currently being served by your program?
- E. Provide a current client list including the name of the contact person.



- F. In your experience, what are the utilization rates for each of the following - employees, their dependents, self-referrals, management referrals, and types of problems presented?
- G. How do you evaluate your services?
- H. Provide the number of licensed individuals who would be responsible for providing services in Santa Cruz County.
- I. Describe your plan to communicate your program to District employees, management and dependents. What specific materials are utilized for promotion of the program?
- J. Describe the specific services you would provide. Include a description of any training programs for employees on stress management, communications skills, substance abuse, etc.
- K. What is the policy for referrals to the program?
- L. What steps does an employee take to set up appointments?
- M. What criteria do you use to select outside referral sources?
- N. Does program staff track employees who are referred to community resources? If so, please describe.
- O. Describe what measures you will take to maintain program confidentiality. What records are kept on clients of the program? Who has access to this information? Describe what information the District would receive and how often.
- P. What is the yearly cost to provide the District with up to 125 hours of confidential one-to-one assessment and referral services for District employees or employees in conjunction with dependents?
- Q. At the District's option, what is the yearly cost to the District to provide up to 25 hours of service for employee orientations, supervisor trainings, union representative orientations, health promotion training sessions, substance abuse, and other agreed upon services?

**5. ADDITIONAL REQUIREMENTS**

- A. Provisions for a 24-hour emergency toll-free telephone counseling service should be described fully. Turn around time from request of counseling service to scheduling should be no longer than forty-eight (48) hours.
- B. Does your firm have liability insurance to cover malpractice?
- C. Submit as part of your proposal a copy of your proposed contract.

**6. PROCESS FOR SUBMITTAL OF PROPOSALS**

- A. Proposal Requirements
  - 1. Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
  - 2. Conflict of Interest - The offeror shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The offeror shall also list current clients who may have a financial interest in the outcome of the work.
  - 3. Professional Services Agreement - Offeror's proposal shall be based on the requirements set forth in the "Professional Services Agreement" included in this RFP. The final agreement between the District and

Contractor shall be in substantially the same form and content as the "Professional Services Agreement" included herein.

4. Signature - The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of the individual(s) with authority to negotiate and contractually bind the company.

#### B. Proposal Submittal

Proposals and three copies must be received no later than 5:00 p.m. on Wednesday, August 2, 2002 at the District Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

**"Proposal for Employee Assistance Program Services  
(Proposal Due Date: August 2, 2002)"**

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

#### C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the offeror. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to offerors by the Purchasing Office are authorized and binding.

#### D. Rejection of Proposals

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

#### E. Evaluation Criteria and Selection of the Successful Offeror

1. Selection of the successful offeror will be based on information provided in response to the RFP and a variety of factors, including costs, evaluation of proposals according to District-specified criteria, consideration of any exceptions taken to District's proposed contract terms and conditions, qualifications and experience, information provided by offeror's references for whom work of a similar nature has been done, Disadvantaged Business Enterprise (DBE) participation, and evaluation of presentations following the submission of proposals (should the District elect to accept presentations).
2. Proposals submitted by each offeror shall be evaluated separately based on how well the proposal meets the District's criteria. Selection will be based on either written proposals alone or both written proposals and oral presentations. (The District, at its sole discretion, will determine whether to hold discussions with the

offerors who are in the “competitive range” or to award the contract without discussion on the basis of the initial proposal.)

3. If a single proposal is received in response to this RFP, the District will be required to perform a detailed cost/price analysis in order to award the contract.
4. The overall evaluation process will be performed by a Proposal Evaluation/Negotiation Committee. The evaluation criteria set forth at the end of this section will be the sole basis for determining the technical acceptability of proposals. The technical proposal should be specific and complete in every detail. Reference checks will be made of the top rated offerors.

The proposals will be evaluated according to the following respective criteria:

- Approach to the Scope of Required Services and ability to meet the requirements presented in the Scope (which include answers to the questions in Section 4, Content of Proposal) 30 Points
- Qualifications and Experience 25 Points
- References 20 Points
- Cost 20 Points
- Disadvantaged Business Enterprise (DBE) participation 5 Points

**Total Points Possible 100**

## **7. PROJECT SCHEDULE**

The anticipated schedule of activities related to this RFP is as follows:

Distribution of RFP	July 5, 2002
Proposal Submittal Deadline	August 2, 2002
Board Approval of Award of Contract	September 27, 2002

## **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.

### 3.2 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. RESERVED

## 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

13.18.01 Time is of the essence in this Contract

## PART V

### PROFESSIONAL SERVICES CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

THIS CONTRACT is made effective on \_\_\_\_\_, 2002 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 District's Primary Objective

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

##### 1.02 District's Need for Employee Assistance Program Services

District has the need for Employee Assistance Program Services. In order to obtain these services, the District issued a Request for Proposals, dated July 5, 2002 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 Employee Assistance Program Services and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Assistance Program Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

##### 1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Employee Assistance Program Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 5, 2002

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

Contractor's Proposal to the District for Employee Assistance Program Services, signed by Contractor and dated August 2, 2002.

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 July 5, 2002.

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 July 5, 2002.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the issuance of the contract by the District.

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

5. COMPENSATION

5.01 Terms of Payment

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

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, nor any officer or controlling interest holder of Contractor, 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 bid. A bid 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 4220.1D Third Party Contracting Guidelines dated April 15, 1996 and the Santa Cruz Metropolitan Transit District's (SCMTD) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. 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 knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1D, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this proposal package (RFP) must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the SCMTD.

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 SCMTD 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 SCMTD's final administrative remedy.

In the event the protestor is not satisfied with the SCMTD'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 Proposer may withdraw its protest or appeal at any time before the SCMTD issues a final decision.

Should the SCMTD postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the SCMTD 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 bid submission shall be postponed until the SCMTD has issued its final decision.

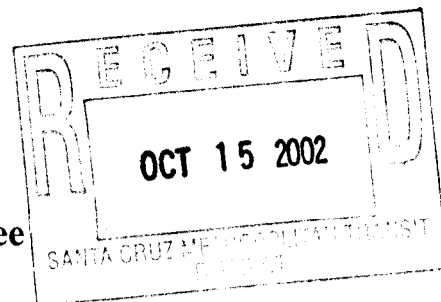
A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Proposer is responsible for adhering to the SCMTD's protest procedures.



A Proposer may seek FTA review of the SCMTD's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1D. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the SCMTD's protest procedure. Protest appeals should be filed with:

Federal Transit Administration  
Regional Administrator Region IX  
211 Main Street, Suite 1160  
San Francisco, CA 94105

Application for Participation  
in the Metro Users Group Committee



Name Mr R. Paul Marcelin

Address (with zip code) 137 Chestnut Street Apartment 112  
Santa Cruz California 95060

Day Time Phone 831 421 9031

How Often do you use the Metro? University lines - twice a day;  
60-series lines - twice a week; 71 - twice a month;  
35+Highway 17 Express - four times a month

What are your Particular Transit Interests? Imagine my surprise on  
arriving in San Francisco; I had grown up in Toronto  
and was used to a fast, well-coordinated regional  
transit system. I conquered most of the Bay Area's  
30 (!) transit agencies as a commuter, a shopper, or  
leisure traveler. Car-free, I rode to my  
job at Livermore, to Fry's Electronics in Palo  
Alto, and even to my favorite coastal retreat in  
northern Sonoma. After years of writing letters,  
attending hearings, participating in pilot projects, I  
want to take an active role in improving transit.  
Particular interests in Santa Cruz, my new home, are:

OVER →

-1-

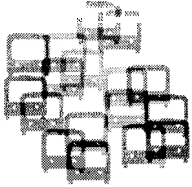
1. Designing simple signs, maps, and pocket schedules for the University lines\* and eventually for other Metro corridors
2. Advising Metro about the integration of San Jose / Santa Cruz services (I am a frequent rider of Amtrak Thruway Route 22)
3. Promoting direct Santa Cruz / Monterey service (takes 3 hours on 2-3 buses today)
4. Endorsing fare and schedule changes that are economically viable (as a small business owner I deal with financial matters every day) and also fair to the principal rider groups, including commuters, seniors, differently-abled riders, and others (I am familiar with Toronto's pricing and service allocation methods, perhaps the most objective in the industry)

Thank you for considering my application to join the Metro Users Group.

Regis Paul Mauli

2002 October 11

\*See the attached examples, which are to be made part of this application.



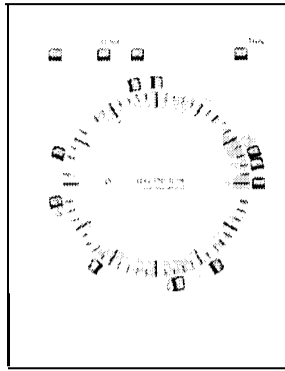
# UCSC. One campus, 13 transit lines. Confused?

A proposal for simple transit information

## Schedule at a glance

(1 page to post at bus stops)

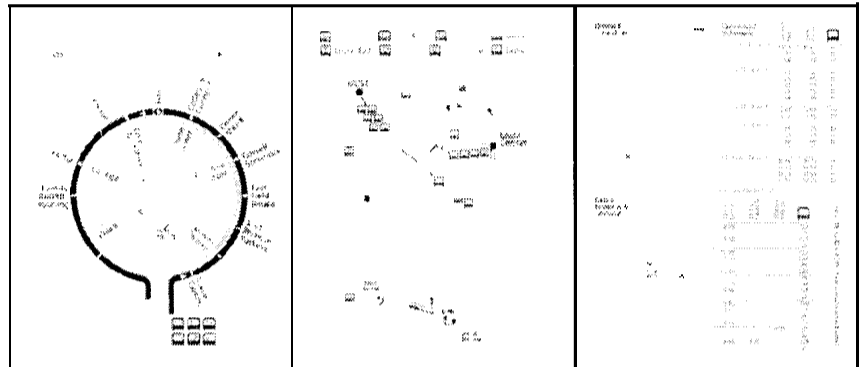
When is the next bus due?  
On which side of the street do I wait?  
Does my bus stop here?



## Metro service details

(3 pages to post at bus stops)

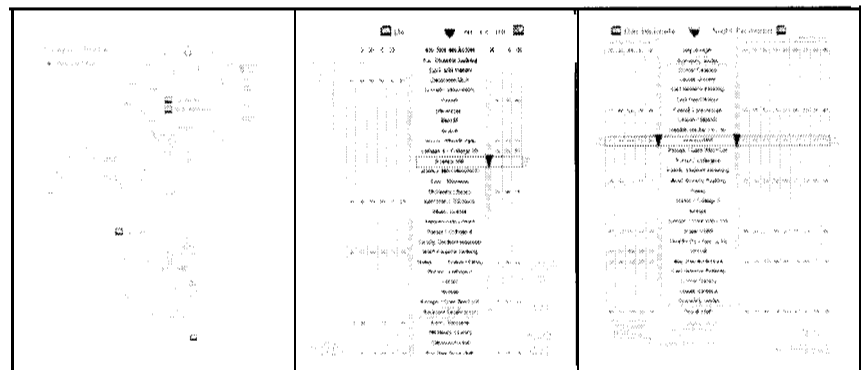
Which bus do I want?  
When does my bus run?



## Shuttle service details

(3 pages to post at bus stops)

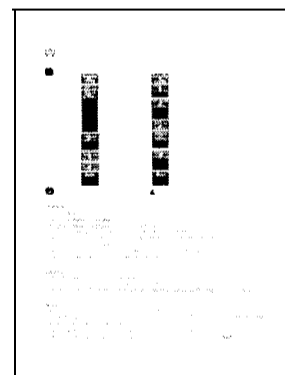
Which shuttle do I want?  
When does my shuttle run?



## Pocket Metro schedule

(For your wallet)

When should I leave?



*This proposal was prepared by:*

**R. Paul Marcellin**  
President,  
Expert Services Computer  
Consultancy, Incorporated

✉ [marcellin@alumni.CarnegieMellon.edu](mailto:marcellin@alumni.CarnegieMellon.edu)

☎ 1 415 777 4722

2002 August 07

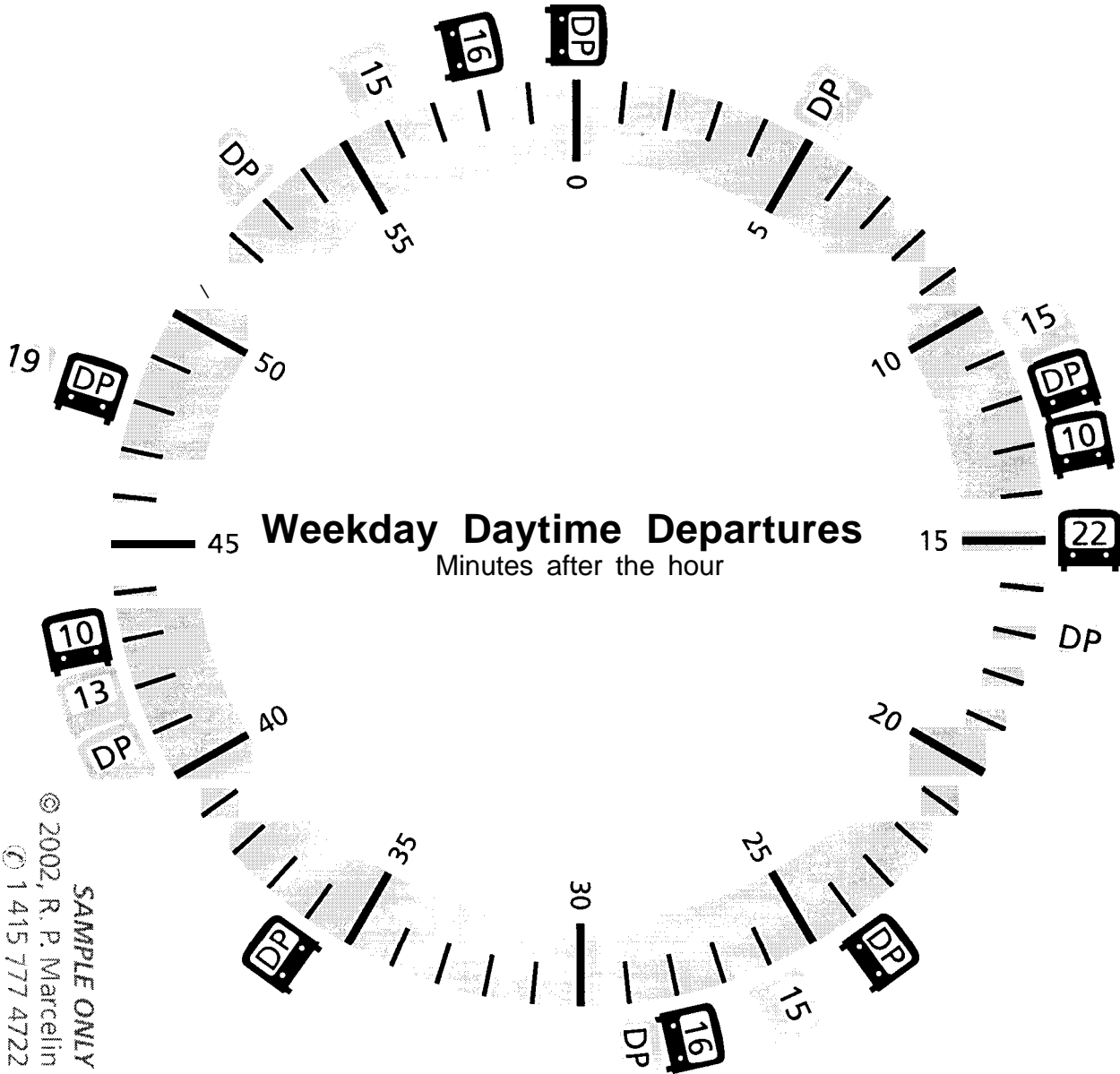
## Metro Buses To Santa Cruz



## Campus Shuttles



Note: Varies by bus stop, This example is for the Science Hill stop near Baskin Engineering.



\*.marcelin@alumni.CarnegieMellon.edu

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Valid 7:36 AM – 5:53 PM  
(Metro 7:26 AM – 7:11 PM)

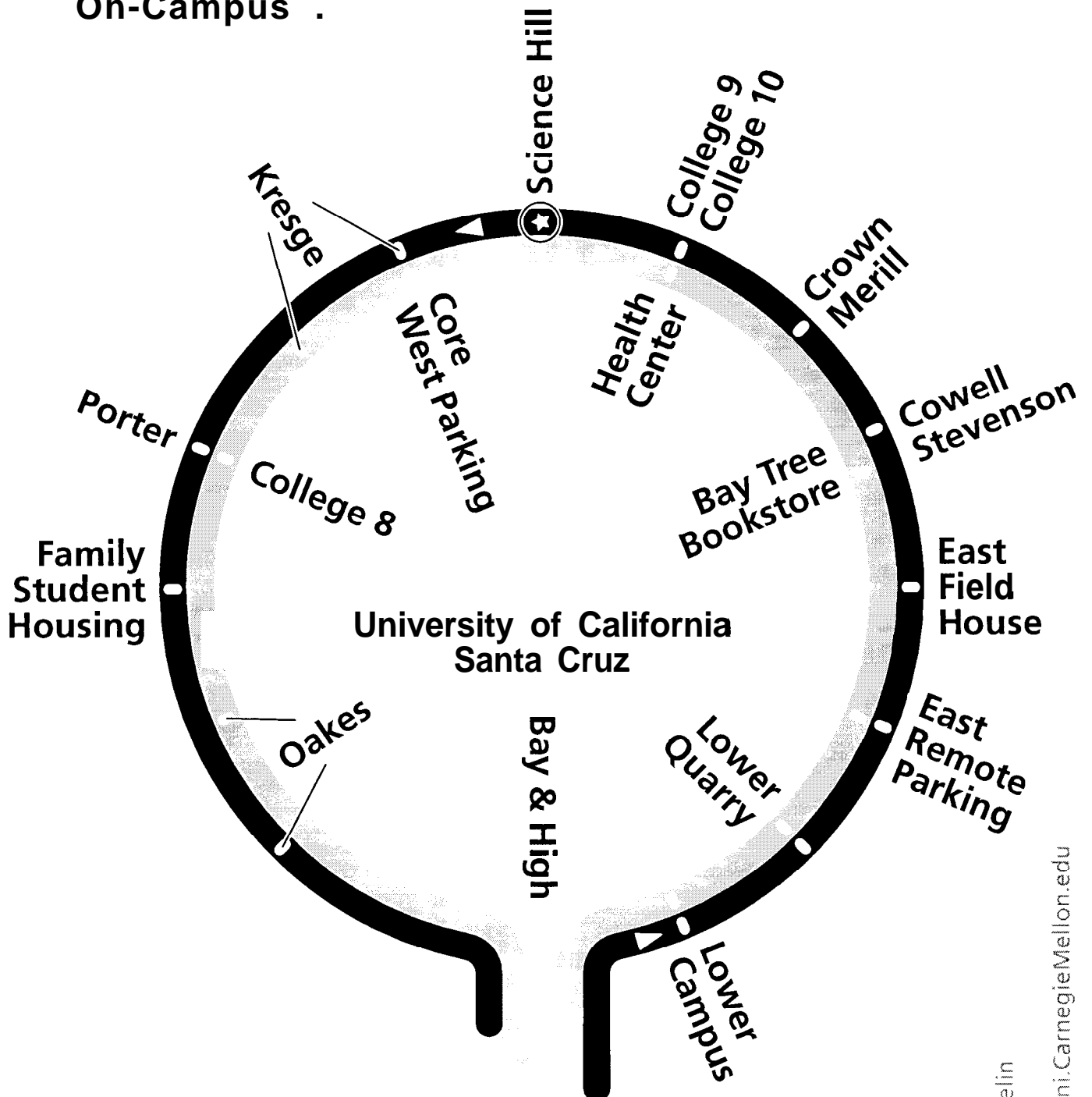
Buses in grey  
stop across the street

See schedules for more buses

Holiday schedules vary

# Metro Bus Stops On-Campus .

You are here

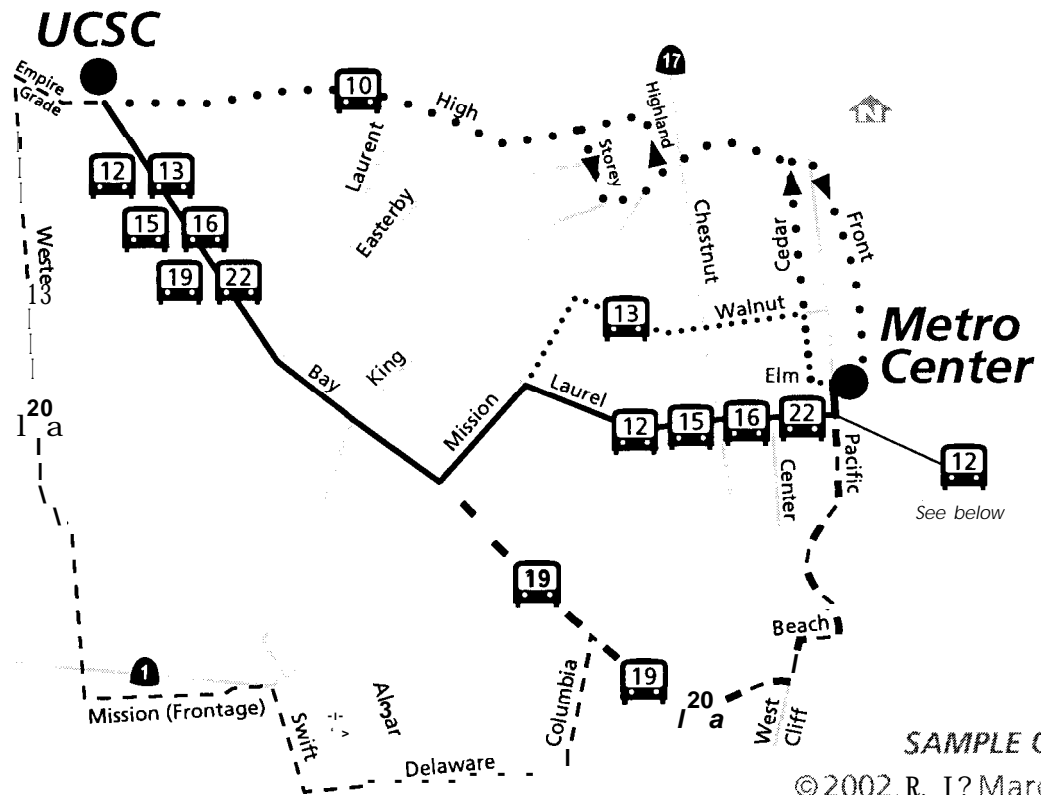


- |  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|  |  |  |  |  |  |

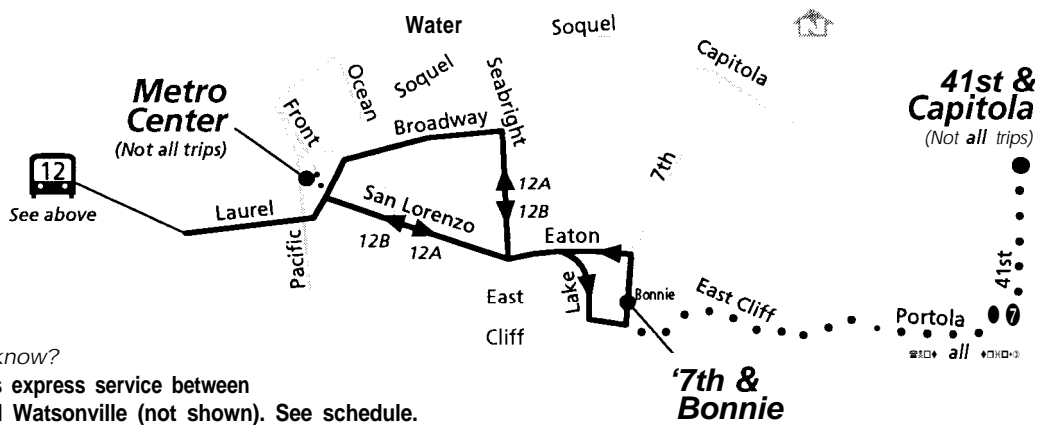
Not to scale. Some stops not shown. skips most stops.

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- 10 High
- 12 East Side
- 13 Walnut
- 15 Laurel West
- 16 Laurel East
- 19 Lower Bay
- 20 West Side
- 22 Express



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*Did you know?*  
 offers express service between UCSC and Watsonville (not shown). See schedule.

Weekday Schedule	Science Hill	Metro Center	
6:43 AM	6:43	7:05	16
7:26 AM – 7:11 PM	:26	:48	15
	:28	:50	16
	:42	:04	13
	:43	:05	10
	:48	:10	19
	:56	:18	15
	:58	:20	16
	:11	:33	15
	:13	:35	10
	:15	:35	22
7:18 – 10:03 PM	:18	:40	16
	:33	:55	16
	:48	:10	19
	:03	:25	16
10:18 – 11:48 PM	:18	:40	16
	:48	:10	16
12:33 AM	12:33	12:50	16

Weekend Schedule	Science Hill	Metro Center	l	a
7:19 – 11:56 AM	:19/21	:35/40	16	
	:41	:00	10	
	:56	:15	19	
12:11 – 6:26 PM	:11	:30	16	
	:26	:45	16	
	:41	:00	10	
	:46	:05	16	
	:56	:15	19	
6:41 – 6:56 PM	6:41	7:00	16	
	6:56	7:15	19	
7:16 – 9:46 PM	:16	:35	16	
	:31	:50	16	
	:46	:05	16	
	:01	:20	19	
10:16 PM – 12:16 AM	10:16	10:35	16	
	10:51	11:10	16	
	11:31	11:50	16	
	12:16	12:35	16	

:58 means "58 minutes after the hour"

Extra Weekday Service	Science Hill	Mission & Swift	Metro Center	7th & Bonnie	41st & Capitola	Watsonville Ctr	
<b>Morning</b>	7:45			8:09			12A
	7:53	8:03	8:18				20
	8:45		9:08	9:18			12A
	9:26	9:37	9:52				20
	9:45			10:09			12A
	10:45		11:08	11:18			12A
	10:53	11:03	11:18				20
	11:45			12:09			12A
<b>Afternoon</b>	12:23	12:35	12:48				20
	12:45			1:09			12A
	1:22			1:46			12B
	1:53	2:03	2:18	2:46			12B
	3:22			3:46			12B
	4:15	4:25	4:40				20
	4:22			4:46			12B
	5:05		5:30			6:12	97
	5:15	5:25	5:40				20
	5:22			5:46	6:05		12B
	5:59	6:09	6:25				20


Info (831) 425-8600 <http://www.scntd.com>

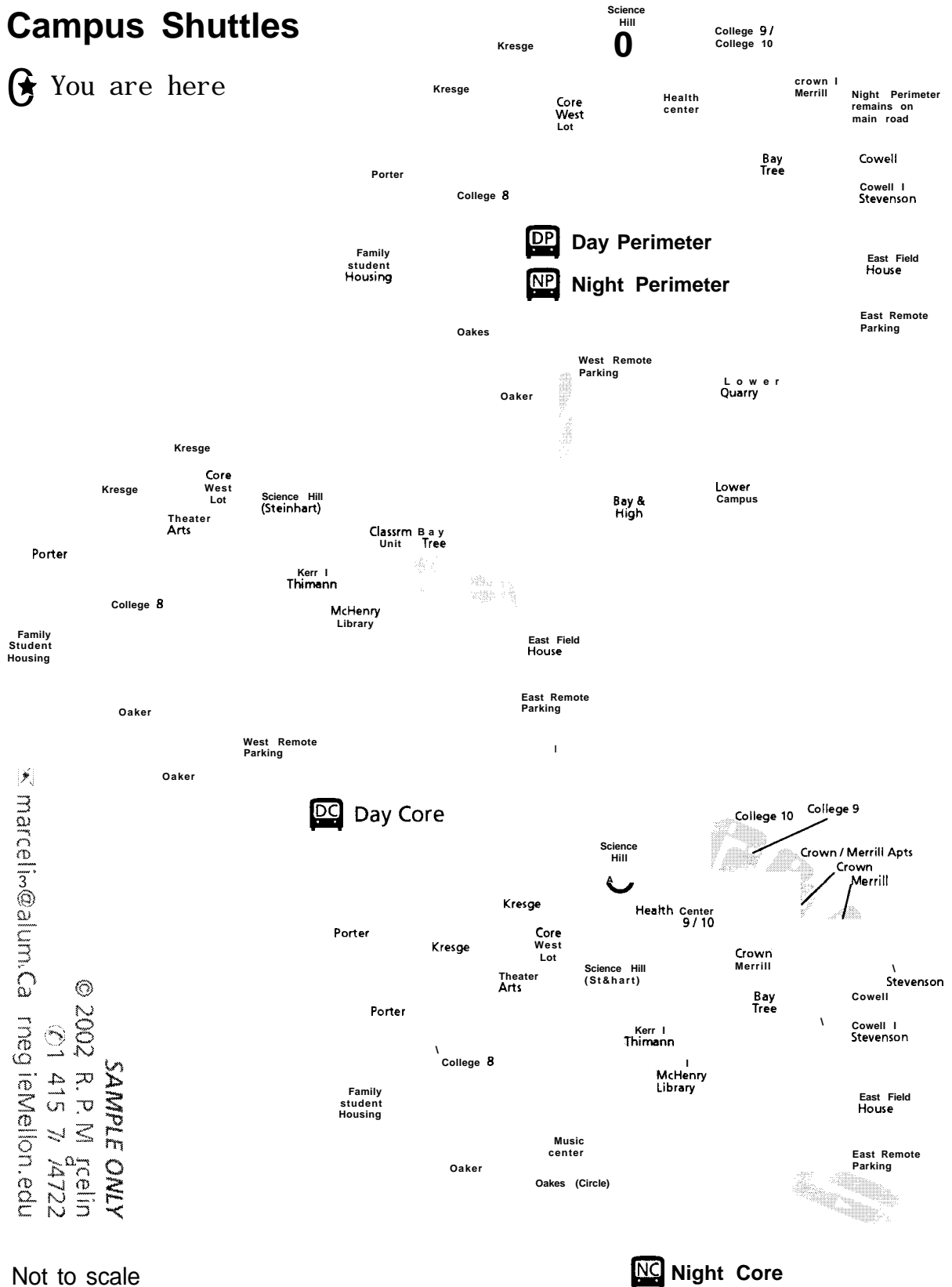
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# Campus Shuttles

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Not to scale

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 Day Core

Read Down  


Night Core



Sunday – Thursday 6 – 11:40 PM  
 Friday, Saturday 6 PM – 1 AM

Weekdays 7:30 AM – 5:30 PM

30	40	50	D0	10	20	Bay Tree Bookstore	:00	20	40
33	43	53	D3	13	23	East Remote Parking	:02	22	42
						East Field House			
36	46	56	D6	16	26	Classroom Unit			
						Cowell / Stevenson			
						Cowell	:06	26	46
						Stevenson			
						Merrill			
						Crown			
						Crown / Merrill Apts	:12	32	52
						College 9 / College 10	:16	36	56
						Science Hill			
						Science Hill (Steinhart)			
						Kerr / Thimann			
						McHenry Library	:20	40	00
:39	:49	:59	:09	:19	:29	Kerr Hall / Thimann			
						Music Center			
						Theater Arts Center			
						Porter / College 8			
						Family Student Housing			
:45	:55	:05	:15	:25	:35	West Remote Parking			
						Oakes Oakes (Circle)	:26	46	06
						Porter / College 8			
						Porter			
						Kresge			
						Kresge / Core West Lot	:31	51	11
						On request only			
						Resident Student Lot			
						☎ 1 831 459-3228 or 459-2231 for pick-up			
:51	:01	:11	:21	:31	:41	Kerr / Thimann			
						McHenry Library			
						Classroom Unit			
:00	:10	:20	:30	:40	:50	Bay Tree Bookstore	:40	00	20

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UCSC Police provide occasional on-campus transportation when shuttles are not operating  
 ☎ 1 831 459-2231

Holiday schedules vary  
 ☎ 1 831 459-3228

Additional trips begin at Bay Tree Bookstore – 12 AM early Monday through Friday mornings (to Crown/Merrill)

Additional trip begin at West Remote Parking – 7:25 AM 7:35 AM on weekday



# Day Perimeter

Read Down



# Night Perimeter



Weekdays 7:24 AM – 5:36 PM

Weekdays 5:42 PM – 8:54 PM

Weekdays 9 PM – 12 AM  
Weekends 6 PM – 12 AM

	24	36	48	00	12		<b>Bay &amp; High</b>	<b>:42</b>	54	06	18	30	:00	15	<b>30</b>	45
							On request only <b>Women's Center</b> ☎ 1 831 459-3228 or 459-2231 for pick-up									
							<b>Lower Campus</b>									
							<b>Lower Quarry</b>									
							<b>East Remote Parking</b>									
							<b>East Field House</b>									
	:32	:44	:56	:08	:20		<b>Cowell / Stevenson</b>	<b>:49</b>	<b>01</b>	13	<b>25</b>	37	<b>04</b>	19	<b>34</b>	49
							<b>Crown / Merrill</b>									
							<b>Health Center / 9 / 10</b>									
Yo Ar Hen	<b>:36</b>	<b>:48</b>	<b>:00</b>	<b>:12</b>	<b>:24</b>		<b>Science Hill</b>	<b>:53</b>	<b>05</b>	<b>:17</b>	<b>:29</b>	<b>:41</b>	<b>:07</b>	<b>:22</b>	<b>:37</b>	<b>52</b>
							<b>Kresge / Core West Lot</b>									
							<b>Porter / College 8</b>									
							<b>Family Student Housing</b>									
	:35	:47	:59	:11	:23		<b>West Remote Parking</b>	<b>:02</b>	<b>:14</b>	<b>:26</b>	<b>:38</b>	<b>:50</b>	<b>:15</b>	<b>:30</b>	<b>:45</b>	<b>:00</b>
							<b>Oa kes</b>									
							<b>Porter / College 8</b>									
							<b>Kresge</b>									
							<b>Kresge / Core West Lot</b>									
	:41	:53	:05	:17	:29		<b>Science Hill</b>	<b>:08</b>	<b>:20</b>	<b>:32</b>	<b>:44</b>	<b>:56</b>	<b>:21</b>	<b>:36</b>	<b>:51</b>	<b>:06</b>
							<b>Health Ctr / Coll. 9, 10</b>									
	:44	:56	:08	:20	:32		<b>Cowell</b>									
	:54	:06	:18	:30	:42		<b>Bay Tree Bookstore</b>	<b>:13</b>	<b>:25</b>	<b>:37</b>	<b>:49</b>	<b>:01</b>	<b>:25</b>	<b>:40</b>	<b>:55</b>	<b>:10</b>
							<b>East Remote Parking</b>									
							<b>Lower Quarry</b>									
							<b>Lower Campus</b>									
							On request only <b>Women's Center</b> ☎ 1 831 459-3228 or 459-2231 for pick-up									
	:00	:12	:24	:36	:48		<b>Bay &amp; High</b>	<b>:18</b>	<b>:30</b>	<b>:42</b>	<b>:54</b>	<b>:06</b>	<b>:30</b>	<b>:45</b>	<b>:00</b>	<b>:15</b>

- Additional trips begin at:
- West Remote Parking – 7:35 AM on weekdays
  - Bay & High – 5:48 PM on weekdays (to West Remote Parking)

SAMPLE ONLY

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☎ 1 4 2 5 7 7 7 4 7 2 2


✉ marcelin@alumni.CarnegieMellon.edu

Holiday schedules vary  
☎ 1831 459-3228

UCSC Police provide occasional on-campus transportation when shuttles are not operating  
☎ 1 831459-2231

# Wallet-Size UCSC Bus Schedule

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 ☎ 1 415 777 4722  
 ✉ marcelin@alumni.CarnegieMellon.edu

1 Cut out 

Monday Friday					Saturday Sunday				
	Metro Center	Science Hill	Metro Center	Bus Line		Metro Center	Science Hill	Metro Center	Bus Line
6:25 AM	6:25	6:43	7:05	16	7:05 AM	:05	:19/21	:35/40	16
7:00 AM	:08	:26	:48	15	11:40 AM	:25	:41	:00	10
6:53 PM	:10	:28	:50	16		:40	:56	:15	19
	:23	:42	:04	13	11:55 AM	:55	:11	:30	16
	:25	:43	:05	10	6:10 PM	:10	:26	:45	16
	:30	:48	:10	19		:25	:41	:00	10
	:38	:56	:18	15		:30	:46	:05	16
	:40	:58	:20	16		:40	:56	:15	19
	:53	:11	:33	15	6:25 PM	6:25	6:41	7:00	16
	:55	:13	:35	10	6:40 PM	6:40	6:56	7:15	16
	:00	:15	:35	22					
7:00 PM	:00	:18	:40	16	7:00 PM	:00	:16	:35	16
9:45 PM	:15	:33	:55	16	9:30 PM	:15	:31	:50	16
	:30	:48	:10	19		:30	:46	:05	16
	:45	:03	:25	16		:45	:01	:20	19
10:00 PM	:00	:18	:40	16	10:00 PM	10:00	10:16	10:35	16
11:30 PM	:30	:48	:10	16	12:45 AM	10:35	10:51	11:10	16
						11:15	11:31	11:50	16
12:15 AM	12:15	12:33	12:50	16		12:00	12:16	12:35	16
12:45 AM	12:45	<1:04		#		12:45	<1:04		#
Notes	Holiday service varies Some service not shown # = UCSC shuttle (Friday only)				Notes	Metro Info ☎ (831) 425-8600 Schedule expires June 6, 2002 # = UCSC shuttle (Saturday only)			

2 Fold in half (text goes outside) A

## Example

- . It's 2:45 PM on a Thursday, and you want to go from Metro Center to UCSC
- . Select the Monday to **Friday** side
- . Find the **7:00 AM to 6:53 PM** section in the left column
- . Starting at the top of that section, read down the Metro Center column
- . The next bus leaves Metro Center at 2:53 PM (:53 means "53 minutes after the hour")
- . Read across for more details
- . This bus arrives Science Hill at 3:11 PM (:11 means "11 minutes after the hour"), returns to Metro Center at 3:33 PM, and is a Line 15 bus

## Caution

- . Though an expiration date is given, schedules can change at any time
- . Service varies on holidays and during break periods; call for details
- . The last trip is a UCSC shuttle, which runs on Friday and Saturday nights on/y; UCSC ID is required

## Note

- . Most weekday and all weekend Metro bus service to UCSC is shown
- . Lines 10 (High), 13 (Walnut), 15 (Laurel West), 16 (Laurel East), 19 (Lower Bay), 22 (Express) are shown
- . Lines 12 (East Side), 20 (West Side), 91 (Watsonville Express) are not shown
- . Several weekday rush-hour trips on Lines 15, 16, and 19 are not shown
- . The Line 16 schedule varies early in the morning on weekends; two times (e.g. :35/40) are given

MAKE METRO EASY  
WITH GOOD GRAPHICS

PREPARED FOR Mr Kim Chin  
Manager of Planning and Marketing,  
Santa Cruz Metropolitan  
Transit District

PREPARED BY Mr R. Paul Marcelin-Sampson  
President,  
Expert Services Computer  
Consulting, Incorporated  
San Francisco

+1 415 777 4722  
expsvcs@earthlink.net

2002 February 07

## Ways to show schedule & Bus Stops

1. Full schedules, a different one for every line (status quo at Metro)
2. Same as #1, but with the times for my stop highlighted (Wheels, Livermore, CA)
3. Just departure times, grouped by bus line (VTA, Santa Clara County, CA)

<u>Line 15</u>		
7:38	7:53	8:08
8:38	8:53	9:08
etc.		

<u>Line 16</u>	
7:40	8:10
8:40	9:10
etc.	

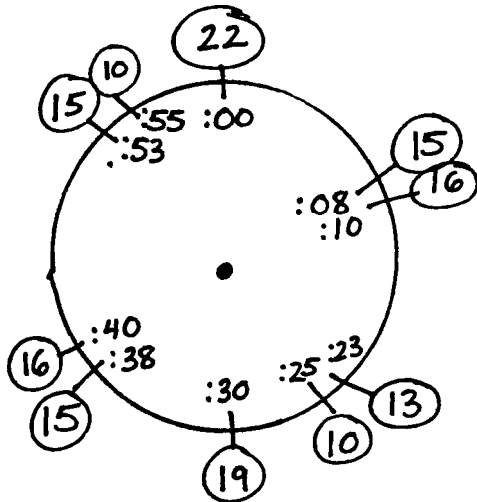
4. Just departure times, in chronological order

<u>Time</u>	<u>Line</u>
7:25	10
7:30	19
7:38	15
7:40	16
7:53	15
etc.	

Continued...

### 5. Clock face (Toronto Transit Commission)

From 7:08 AM to 6:40 PM  
on weekdays, buses leave  
this stop at the same times  
every hour:



NOTE: A professional  
illustrator could add  
tick marks to make  
- the clock face clearer,  
and could set the bus  
line numbers in such  
a way that they  
wouldn't be confused  
with minutes

### 6. Full schedules, in chronological order, by the hour

Weekdays					Weekends					
Metro	Sc Hi	Metro	Bus		Metro	Sc Hi	Metro	Bus		
6:25 6:43 7:05 78					7:08 - 11:48					
7:08 - 18:40					7:08 - 11:48					
08	28	48	78	05	10/21	35/40	78			
10	28	50	78	25	41	+1:00	78			
23	42	+1:04	78	40	58	+1:15	79			
25	43	+1:05	78	11:55 - 18:10						
30	48	+1:10	78	55	+1:11	+1:30	78			
38	56	+1:18	78	10	28	45	78			
40	58	+1:20	78	25	41	+1:00	78			
53	+1:11	+1:33	78	30	48	+1:05	78			
55	+1:13	+1:35	78	40	58	+1:15	79			
00	15	35	22	18:25 - 18:40						
19:00 - 21:45					18:25	18:41	19:00	78		
00	18	40	78	18:40	18:58	19:15	79			
15	33	55	78	19:00 - 21:30						
30	48	+1:10	79	00	18	35	78			
45	+1:03	+1:25	78	15	31	50	78			
22:00 - 23:30					30	48	+1:05	78		
00	18	40	78	45	+1:01	+1:20	79			
30	48	+1:10	78	22:00 - 23:30						
0:15 0:33 0:50 78					22:00	22:18	22:35	78		
0:45 1:04 Fri U Shuttle					22:35	22:51	23:10	78		
					23:15	23:31	23:50	78		
					0:00	0:18	0:35	78		
					0:48	1:04	Sat U Shuttle			

NOTE: This is a real  
example, showing  
all of Metro's  
university service  
on all days and at  
all times  
(Lines 12, 20, and 91  
omitted due to  
infrequent services)

↳ Suitable also for use as  
a pocket schedule

## Which Direction?

Metro indicates the on-campus direction of its university lines in up to 3 different ways:

1. Number (odd/even)
2. Color (yellow/blue)
3. Name (some lines only; e.g. "Laurel East")

None of these is meaningful to new riders:

1. "Gee, what's the direction of the '19'?"
2. "Gee, that blue color ON the bus shelter sign is cool!"
3. "Gee, I guess the '16' Laurel **East**' goes eastbound on campus."

Also:

- Yellow text is very hard to read on a white background (see Tinker for relevant studies)
- "East" can be a direction, as in "eastbound", or a starting or stopping position, as in "enters by the east gate" or "leaves by the east gate"
- Worse yet, UCSC has no "East Entrance". It's officially called the "South Entrance"!

Alternatives:

- Letters, e.g. 19W (same limitations as "East/West")
- Clockwise/counterclockwise (most people have to think about it)
- Schematic (ideal: immediately understood)

Continued...



Schematics

For destination signs on buses:\*

GOAL tell the rider which way the bus goes on-campus



varsity font is generic for American universities



-rider must know acronym or mascot

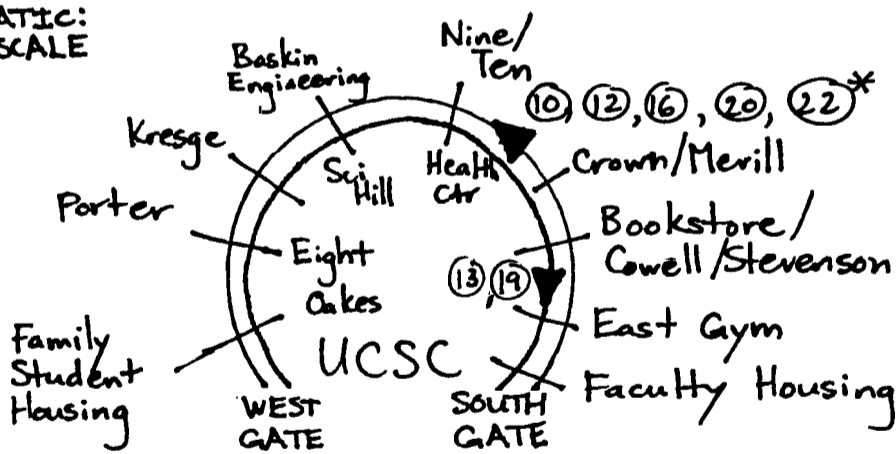


=mortarboard suggests an educational institution (could be Cabrillo too, though)

\*Use a reversible sign in the wind shield if the resolution of the electronic head signs is too low (this is done by the Port Authority of Allegheny County in Pittsburgh, PA; and Muni in San Francisco, CA used loop schematics on its roll signs until electronic signs came about)

- Suitable for pocket schedules and for bus stops:

SCHMATIC:  
NOT TO SCALE



\* Skips some stops

## The 80/20 Rule

Invest the most (in design, production, color printing, etc) in the materials people use the most:

NO Tway Headways (read once leave at home)  
 NOT "We Get Around" poster (post on bulletin board, never read)  
 BUT Bus stop signs and schedules (read every time I pass by or board)  
 AND Pocket schedules (read every time I leave home/work/school)

### Possibilities for Pock & Schedules

- Metro Center ↔ UCSC (example at bottom of p. 2)
- Metro Center ↔ Capitola Mall (lots of routes!)
- Metro Center ↔ Watsonville (schedules already consolidated in Headways)

## Validation

Test all materials in a laboratory setting, with a cross-section of real riders.

References IN ORDER OF DECLINING IMPORTANCE

Tinker, Miles A. Legibility of Print. Iowa State University Press. 1963.

Tufte, Edward R. The Visual Display of Quantitative Information. Graphics Press. 1983.

Norman, Donald A. The Design of Everyday Things. Doubleday. 1990.

Koch, Richard. The Principle: The Secret of Achieving More With Less. Doubleday. 1999.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDER APPROVAL OF CONTRACT AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT WITH WATERLEAF ARCHITECTURE AND INTERIORS**

## I. RECOMMENDED ACTION

**Staff is recommending Board approval of a contract amendment to the Architectural and Engineering Contract with Waterleaf Architecture and Interiors to address the changes related to the Environmental Work for the MetroBase Project as a result of a new preferred alternative.**

## II. SUMMARY OF ISSUES

- In December of 1999, the District entered into a contract with Waterleaf Architecture and Interiors for the design of MetroBase.
- On August 21, 2001, the District entered into a First Amendment to change the site from the Lipton Site to a Consolidated Site in the Harvey West Industrial Park.
- As a result of the financial infeasibility of the Harvey West Consolidated Site, staff was asked to revise the Environmental Impact Report/Environmental Impact Statement to accommodate a Harvey West Cluster Site.
- Denise Duffy and Associates has been doing the environmental work under subcontract to Waterleaf Architecture and Interiors.
- This contract amendment allows for the changes in scope necessary for the work.

## III. DISCUSSION

In December of 1999 the Santa Cruz Metropolitan Transit District entered into a contract with Waterleaf Architecture and Interiors of Portland, Oregon to design MetroBase. The original site for the project was on the Westside of Santa Cruz, on the Lipton Site. As a result of community pressure, the Board of Directors abandoned the Lipton Site and a new Consolidated Site in the Harvey West Industrial Park was selected.

As a result of this change, the First Contract Amendment was entered into with Waterleaf to allow for the provision of the environmental work necessary to move to the new site. The firm of Denise Duffy and Associates was selected to perform the environmental work through a subcontract with Waterleaf. At the same time, a Financial Feasibility Analysis was being

performed on the Harvey West Consolidated Site. The outcome of that study was that the site was financially infeasible, and the Board of Directors authorized a change in sites to a Harvey West Cluster Site.

The purpose of this Contract Amendment with Waterleaf is to accommodate the selection of the new preferred alternative, the Harvey West Cluster Site. In order to revise the EIR/EIS, additional work had to be performed by Denise Duffy and Associates in the amount of \$30,356. This Contract Amendment makes the necessary changes in Scope and Budget for the EIR/EIS and amends the Scope of Services and the Budget for the MetroBase Project to include an economic study for the project.

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

At this time there is no overall increase in the contract amount as a result of this change.

#### **V. ATTACHMENTS**

**Attachment A:** Second Amendment to Contract Number 98-50 for Architectural and Engineering Services

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 98-50 PROFESSIONAL SERVICES  
CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

THIS SECOND AMENDMENT TO CONTRACT NO. 98-50 is made effective \_\_\_\_\_ between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California, (“District”), and Waterleaf Architecture and Interiors, LLC (“Contractor”).

**I. RECITALS**

- 1.1 District and Contractor entered into a Contract for professional services for architectural and engineering services (“Contract”) on December 3, 1999.
- 1.2 On August 21, 2001 District and Contractor entered into a First Amendment to provide the following:
  - a. Change the site from the Lipton property on the Westside of Santa Cruz to Harvey West site, designated by the Board of Directors as the preferred site. Contractor will provide an amended budget for the architectural, engineering and design services for MetroBase after completion and consideration of the Environmental Impact Report/Environmental Impact Statement and the economic study and District Board of Director action on these reports.
  - b. Amend the Scope of Services and Budget to the MetroBase project to include the scope of services and budget for the Environmental Impact Report; Environmental Impact Statement (hereafter EIIUEIS).
  - c. Amend the Scope of Services and the Budget for the MetroBase Project to include a scope of services and budget for a economic study for the project.
- 1.3 The purpose of this Amendment is to provide the following:
  - a. Expand the contract budget to incorporate Exhibit D-1 attached, *Revised Budget for MetroBase Harvey West Cluster 1 EIR/EIS*.
  - b. Change the preferred site from the Harvey West A Site to the Harvey West Cluster 1 Site.

Therefore, District and Contractor amend the Agreement as follows:

**II. INCORPORATED DOCUMENTS AND APPLICABLE LAW**

- 2.1 Paragraph 2 is amended to include the following:
  - a. Exhibit D-1 *Revised Budget for MetroBase Harvey West Cluster 1 EIR/EIS*.

**III. LOCATION OF PROJECT**

- 3.1 The Contract is amended to change the previous preferred site from the Harvey West A Site to the Harvey West Cluster 1 Site.

Iv. REMAINING TERMS AND CONDITIONS.

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

V. AUTHORITY

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

IN WITNESS THEREOF, this Second Amendment to the Contract is executed by the District and Contractor has affixed his or her signature the day and year first hereinabove written.

WATERLEAF ARCHITECTURE AND INTERIORS, LLC

BY: \_\_\_\_\_  
Jon Styner,

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: \_\_\_\_\_  
Leslie White, General Manager

Approved as to form:

BY: \_\_\_\_\_  
Margaret Gallagher, District Counsel

# MEMO

Denise Duffy & Associates  
 947 Cass Street, Suite 5, Monterey, CA 93940  
 Ph: 831/373-4341 Fax: 831/373-1417

To: Jon. Styner, Waterleaf  
 c c : Peg Gallagher  
 From: Leianne Humble  
 Date: September 23, 2002  
 Subject: Revised Budget for MetroBase Harvey West Cluster I EIR/EIS

The SCMTD requested that **DD&A** revise the **EIR/EIS** for **MetroBase** to address a new preferred **alternative**, referred to as the **Haney West Cluster 1** project. **This** project consists of **operations/maintenance** facilities on two sites: one along Golf Club Drive (**including the** Surf City parcel) and one **along** River Street (including the Tool Shed parcel). **The** proposed **facility** would support **98** buses, and provide maintenance and new **diesel/CNG fueling** facilities.

In order to revise **the EIR/EIS** for the new project, **additional** analysis will be required **to** specifically **address** the Golf Club site and expanded River Street site and the associated changes in project characteristics. **The** work required includes preparation of a new **NOP/NOI**, attendance **at** scoping meeting(s), revision of the project description, analysis of site-specific impacts, and qualitative analysis of possible future **Phase II** improvements. In addition, new and/or modified technical studies are required for the new project. These include **the** following:

- Preparation of an expanded **Phase I** study for the Golf Club and Tool Shed properties by Lowney Associates.
- Preparation of **an archaeological** study for the Golf Club and Tool Shed properties by **Archaeological Consulting**.
- Revision of **the traffic** analysis by Higgins Associates.
- Preparation of a new **biological** investigation by Biotic Resources Group.

A breakdown of **the additional** costs is **provided** below:

Noticing/Scoping/Mtgs (DD&A)	\$2,400
Revision of EIR (DD&A)	\$7,500
Project Coordination (DD&A)	\$2,000
Bio Study (BRG)	\$5,911
Phase I Study (Lowney)	\$ 5,617
Archaeology Study (Arch. Consult.)	\$ 863
Changes to Traffic Study (Higgins):	\$ 805
Expenses (DD&A)	\$ 2,500
Subtotal	\$27,596
10% Contingency	<u>\$ 2,760</u>
TOTAL	\$30,356

Because of the overall reduced scope of the project, **we** can absorb some of the additional costs for preparation of the new **EIR** in our existing budget. **The** above costs reflect this absorption, All invoices for **the** new analysis will be based on **actual** work completed. In order to conduct the above **work, we** will need a **contract amendment** letter authorizing use **of the** additional funds.



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Fleet Maintenance

**SUBJECT:** CONSIDERATION OF CONTRACT RENEWAL FOR WORKER'S  
COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with TRISTAR Insurance Services as the District's worker's compensation administrator to extend the contract two additional years.**

## II. SUMMARY OF ISSUES

- The District's contract for the administration of its worker's compensation program will expire on October 23, 2002.
- The District awarded a contract in October of 1999 for a two-year contract with three allowable one-year extensions. The District has already amended the contract for one additional year ending October 23, 2002.
- TRISTAR Insurance Services is offering to extend their contract services for two additional years.

## III. DISCUSSION

The District contracts with a third party administrator for its self-insured worker's compensation program. Over the past three years the District has contracted with TRISTAR Insurance Services to provide these services. An extension of the contract would be beneficial to the District. Section 4 of the contract allows the District the option to renew the contract. TRISTAR Insurance Services has also reviewed the contract and has indicated their desire to extend the contract offering rates for either a one or two-year period.

Renewal rates for a one-year period are based on the Industry Standard of \$1,000 per Worker's Compensation Claim. Tristar estimates the processing of 110 claims for the District in the next 12 months or \$110,000 for the one-year contract period. The quantity of claims is based on current District caseload and previous years statistics. The one-year rate represents a 25% increase over last years rate (based on experience).

TRISTAR Insurance Services has offered a discount to the District if a two-year extension of the contract is considered. They are willing to lower the first year of the extension to a 19.32%

increase, with a year two rate increase of 3.5% plus a CPI adjustment. The two-year contract rate would be \$105,000 for the first year of the contract. Year two would be \$105,000 plus the greater of 3.5% Bay Area Consumer Price Index. There is a definite cost advantage to the District to take the two-year extension.

It is recommended that the Board of Directors authorize the General Manager to execute a second amendment to the contract with TRISTAR Insurance Services to extend the contract for an additional two-year period.

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

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

#### **V. ATTACHMENTS**

Attachment A	<b>Letter from TRISTAR Insurance Services</b>
Attachment B	<b>Second Amendment to Contract 99-05</b>



# Attachment A

October 4, 2002

Via Telefax -- Two Pages Total  
(831) 469-1 958

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

RE: Second Amendment to Agreement for Workers' Compensation  
Claims Administration (99-05)

Dear Lloyd:

In follow-up to our discussion, please accept this as our written confirmation of intent to extend the Professional Services Contract for Workers' Compensation Claims Administration between Santa Cruz Metropolitan Transit District and EOS Claims Services. As I mentioned, EOS Claims Services was purchased by TRISTAR in August of this year. However, the contract terms you are seeking an extension to will remain unchanged, with the exception of the pricing.

During our conversation last week, you mentioned that you would consider not only a one-year, but also a two-year, extension. Therefore, I have attached the pricing structure for both options.

I trust this information is sufficient for your purposes in presenting your report to the Board on Friday. However, if you have any questions, please do not hesitate to give me a call at (530) 743-8306, or e-mail me at [de'ette.binder@tristargroup.net](mailto:de'ette.binder@tristargroup.net).

With best regards,

De'Ette Binder  
Account Executive  
TRISTAR

DB  
Attachment

**FEES -WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES**

The term of this Agreement is October 24, 2002 through October 23, 2003, (or October 23, 2004, if Option 2 below is selected). In consideration for the services performed by EOS Claims Services, Inc. (Contractor) under this Agreement, Santa Cruz Metropolitan Transit District (District) shall pay the Contractor:

**OPTION 1 – One Year Extension**

An annual flat fee of \$110,000. This fee is to be paid in advance, in twelve monthly installments of \$9,166.66 per month. This fee will include the administration of all indemnity and medical only claims for the term of this Agreement.

The annual fee contemplates an average open indemnity claims volume of 110 claims. Should the actual indemnity claims volume increase or decrease by 15% (fifteen percent), both parties agree to negotiate, in good faith, a reasonable fee adjustment. An increase or decrease may be triggered by: a significant change in the number of employees, a significant increase or decrease in files, or a catastrophic loss.

In no event shall total compensation paid to Contractor exceed \$110,000.00 without a written amendment to this Agreement approved by the District.

**OPTION 2 – Two Year Extension**

**Year One - Fiat Fee of \$105,000 – paid in advance, in twelve monthly installments at \$8,750 per month.**

**Year Two – \$105,000, plus the greater of 3.5% or Bay Area CPI – paid in advance, in twelve equal monthly installments.**

**These fees will include the administration of all indemnity and medical only claims for the term of this Agreement.**

The annual fee for each year contemplates an average open indemnity claims volume of 110 claims. Should the actual indemnity claims volume increase or decrease by 15% (fifteen percent), both parties agree to negotiate, in good faith, a reasonable fee adjustment. An increase or decrease may be triggered by: a significant change in the number of employees, a significant increase or decrease in files, or a catastrophic loss.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 99-05  
FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION**

This Second Amendment to Contract No. 99-05 for Workers Compensation Claims Administration is made effective October 24, 2002 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and TRISTAR INSURANCE GROUP ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for Workers Compensation Claims Administration ("Contract") on October 24, 1999.

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 is amended to include the following language:

This Contract shall continue through October 23, 2004.

**III. COMPENSATION**

3.1 Article 5.01 is amended to include the following:

District shall compensate Contractor in an amount not to exceed \$105,000, paid in advance in twelve monthly installments at \$8,750 per month, for the administration of all indemnity and medical only claims pursuant to this contract for the contract period effective October 24, 2002 through October 23, 2003. District shall compensate Contractor in an amount not to exceed \$105,000 plus the greater of 3.5% or Bay Area Consumer Price Index, paid in advance in twelve equal monthly installments, for the administration of all indemnity and medical only claims pursuant to this contract for the contract period effective October 24, 2003 through October 23, 2004. The annual fee for each year contemplates an average open indemnity claims volumes of 110 claims. Should actual indemnity claims volume increase or decrease by 15% (fifteen percent), both parties agree to negotiate in good faith, a reasonable fee adjustment. An increase or decrease may be triggered by: a significant change in the number of District employees, a significant increase or decrease in files, or a catastrophic loss.

**IV. REMAINING TERMS AND CONDITIONS**

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR  
TRISTAR INSURANCE GROUP

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT: CONSIDERATION OF ALTERNATIVES TO DEAL WITH OPERATOR STAFFING SHORTFALLS**

## I. RECOMMENDED ACTION

**Staff is recommending that the Board of Directors authorize the employment of retired bus operators to sustain existing services.**

## II. SUMMARY OF ISSUES

- The Operations Department is currently budgeted for 174 bus operator positions.
- Due to illnesses, Federal / State and contractually mandated leaves, the Operations Department is down 30% to 36% of the weekday bus operator workforce.
- The Operations Department is expending the overtime budget at a rate that exceeds the monthly budget amount to maintain existing service.
- Staff investigated several options and recommends the employment of retired bus operators, on a part-time basis, to back-fill the full-time bus operators on unpaid leave.

## III. DISCUSSION

The Operations Department is currently authorized 174 bus operator positions. One hundred and sixteen (116) bus operators are needed each weekday and twenty-nine (29) are needed on weekend days. In the recent two (2) months, nine (9) bus operators have been removed from service due to serious medical conditions. Currently the Operations Department has the following number of bus operators not performing their daily assignment:

Sick – Workers Compensation	21 - workers Comp (14) - long term illness (7)
Miscellaneous contractual or Federal / State mandated leaves	3 (varies to a high of 8) – FMLA, Family School Partnership Act, Critical Care, General Leave
Vacation	11 (contractual maximum)
Sick calls per day	3 –5 (can be a high as 10)
Total number of employees not at work	38 (can reach as high as 50)
Percentage of weekday operators not working	30% (can reach as high as 36%)
Average overtime shifts offered per weekday	12

In an effort to keep existing service operating staff has been expending the overtime budget at a rate much higher than budgeted each month.

Staff has identified four (4) options for the Board of Directors to consider. They are:

- Reduce bus service until a sufficient number of bus operators return from their medical leaves.
- Hire additional bus operators
- Approach the retired bus operators and see if there is any interest in working part-time.

Of the above listed options, staff is recommending that the Board of Directors authorize staff to approach the retired bus operators and determine if any are interested in working part-time. Staff is making every effort to sustain existing service so the options of reducing service daily for an undetermined period of time was not proposed as a recommended option. The hiring of additional full-time bus operators was also not a recommended due to the current budget situation.

Under PERS regulations, retired bus operators can work for their former employer for a maximum of 960 hours per year. According to the Finance Manager, health benefits are already paid by the Transit District, so the additional cost above the actual wage paid is minimal. The contract between the Transit District and the United Transportation Union (UTU) allows for the employment of part-time operators. This would be the first time in recent history the Transit District employed part-time bus operators so some minor negotiations might need to occur but will not include wages or benefits. Those issues have been negotiated and agreed upon by the Transit District and UTU. Work rules and procedures for part-time bus operators would have to be worked out to both parties satisfaction.

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

Bus operators on extended medical leaves generally fall under the State of California Disability Insurance program or Workers Compensation. There is no additional cost to the District to employ part-time retired bus operators to replace workers in unpaid status.

#### **V. ATTACHMENTS**

**Attachment A:** None



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** October 25, 2002  
**TO:** Board of Directors  
**FROM:** Bryant J. Baehr, Manager of Operations  
**SUBJECT:** CONSIDERATION OF CALL STOP DISCIPLINE

## I. RECOMMENDED ACTION

**No action is recommended.**

## II. SUMMARY OF ISSUES

- At the October 11, 2002 Board of Director's meeting, a dialogue was started concerning the call stop announcement discipline policy. At the request of the Board of Directors, staff was directed to prepare a staff report for the October 25, 2002 meeting.
- The United Transportation Union (UTU) has expressed the concern that bus operators are being disciplined for missing one (1) required call stop when they successfully announced the remaining.
- The Federal Transit Administration (FTA) has advised District Counsel that once the call stops have been identified, 100% compliance is mandatory.
- While investigating the call stop procedures and discipline process, staff could not find a transit property that would state, as policy, that anything less than 100% compliance was acceptable.

## III. DISCUSSION

At the October 11, 2002 Board of Director's meeting, Bonnie Morr, Chair of the Committee of Adjustment for the United Transportation Union Local 23 initiated a dialogue about the call stop list and the discipline component. On the advice of District Counsel, the Board of Directors asked that this issue be included on the agenda for the October 25, 2002 Board of Director's meeting.

Of concern to the United Transportation Union (UTU) is the manner in which the call stop discipline is administered. UTU has expressed that bus operators have many challenges as they transport passengers from their starting point to their destination. UTU is concerned that bus operators are being disciplined for missing one (1) call stop when they successfully announced the others required.

Currently, random audits are conducted relating to call stop compliance. If an operator does not make a call stop announcement, and there is no emergency situation that would have prevented the call stop from being made, the auditor reports the missed call stop. Once the report is received, the bus operator is placed in the discipline process which starts at re-training and, if continued audits show a failure to make call stop announcements, ends with the termination of employment.

District Counsel has been in contact with the Federal Transit Administration (FTA) concerning the call stop announcement requirements. According to the FTA, once the call stops have been identified, they are required to be called. There is no minimum number or percentage of identified call stops that would be considered in compliance lower than 100%.

In conducting research concerning call stop requirements / policies at other transit properties, staff could not locate any property that would state, as policy, that there is a minimum number or percentage of call stops that would be considered in compliance lower than 100%.

Based on the above listed information, staff considers that all call stop announcements are required to be announced and that 100% compliance is mandatory.

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

None

#### **V. ATTACHMENTS**

**Attachment A: Discipline process for call stop compliance.**

# **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

## **Call Stop Policy (Revision #2)**

1. Operators will be surveyed at the discretion of the District.
2. All call stops are required to be called.
3. Operators shall call a stop as requested by a customer.
4. Operators shall call stops in a voice that is clear and audible.
5. Operators shall use the microphone and loudspeakers, if available and operable, to call stops.
6. Operators who fail to call stops will be subject to the following disciplinary action

### **Disciplinary plan**

Step 1 – Verbal warning – One (1) hour of call stop training

Step 2 – Formal Counseling - continued monitoring until compliance is achieved

Step 3 – Letter of reprimand

Step 4 – One (1) day suspension

Step 5 – Three (3) day suspension

Step 6 – Five (5) day suspension

Step 7 – Subject to Termination