

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA SEPTEMBER 14, 2001 (Second Friday of Each Month) SCMTD ENCINAL CONFERENCE ROOM *370 ENCINAL STREET, SUITE 100* SANTA CRUZ, CALIFORNIA

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION - None
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 8/10/01 & 8/17/01
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 7-3. ACCEPT AND FILE AUGUST 2001 RIDERSHIP REPORT
Report: Attached (Ridership Report will be distributed at 9/14/01 Meeting)
(Service Interruption Report will be in Add-on Packet)
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the claims of: Pamela Lee Spires, Vickie Ruelas, James C. Goates, Isabel M. Carrasco; Deny the application to file a late claim and Reject the claim of Pamela Lee Spires as untimely filed
Claims: Attached
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 8/16/01
Minutes: Attached
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 8/15/01
Minutes: Attached

* Please note: Location of Meeting Place

- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JULY 2001,
APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 7-8. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR
JULY 2001
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2001
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE
UPDATE
Staff Report: Attached
- 7-11. ACCEPT AND FILE STATUS REPORT ON CALL STOP ISSUE PROGRESS
Staff Report: Attached
- 7-12. ACCEPT AND FILE STAFF REPORT ON THE INVESTIGATION OF BIO-DIESEL AS
AN INTERIM FUEL
Staff Report: Attached
- 7-13. CONSIDERATION OF RECALCULATION OF TRASH COST FOR METRO CENTER
TENANTS AND AMENDMENTS OF SANTA CRUZ METRO CENTER LEASE
AGREEMENTS TO REFLECT RECALCULATION
Staff Report: Attached
- 7-14. ACCEPT AND FILE STATUS REPORT ON BEACHFEST EVENT
Staff Report: Attached
- 7-15. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION OF JULY 20, 2001,
REGARDING MCDONALD'S CORPORATION'S REQUEST FOR RENT REDUCTION
Staff Report: Attached
- 7-16. CONSIDERATION OF APPROVAL OF CUSTODIAL SERVICE WORKER II
RECLASSIFICATION
Staff Report: Attached

REGULAR AGENDA

- 8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Sheryl Ainsworth, Chair
Staff Report: Attached

9. CONSIDERATION OF ISSUES RELATING TO THE SERVICE AREA SERVED BY ADA PARATRANSIT
Presented by: Kim Chin, Planning and Marketing Manager
Staff Report: Attached
PUBLIC HEARING AT 9:30 A.M. AT THE 9/21/01 BOARD MEETING
10. CONSIDERATION OF ISSUES RELATING TO THE PARATRANSIT CUSTOMER'S GUIDE/POLICIES AND PROCEDURES FOR PARATRANSIT OPERATIONS
Presented by: Kim Chin, Planning and Marketing Manager
Staff Report: Attached
11. CONSIDERATION OF APPROVAL OF RESOLUTION OF INTENTION TO AMEND CALPERS CONTRACT TO PROVIDE ONE-YEAR FINAL COMPENSATION AND MILITARY SERVICE CREDIT AS PUBLIC SERVICE
Presented by: Paul Chandley, Human Resources Manager
Staff Report: Attached
12. CONSIDERATION OF AMENDING DISTRICT BYLAWS TO SET ALTERNATE MEETING LOCATIONS FOR THE REGULAR BOARD MEETINGS TO INCLUDE ONE ANNUAL MEETING AT CITY COUNCIL CHAMBERS FOR WATSONVILLE, CAPITOLA AND SCOTTS VALLEY
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
13. a. CONSIDERATION OF ASSIGNING THE METRO MARKET LEASE AT THE SANTA CRUZ METRO CENTER FROM BOB TOTT TO ALI GHARAHGOZLOO AND JESSICA HSU
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

b. CONSIDERATION OF ASSIGNING THE TRANSMART LEASE AT THE WATSONVILLE TRANSIT CENTER FROM ALI GHARAHGOZLOO AND JESSICA HSU TO KEANG LEE AND MEE T. DIEH-LEE
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
14. CONSIDERATION OF REQUEST OF SANTA CRUZ TRANSPORTATION FOR RATE ADJUSTMENT
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
15. CONSIDERATION OF CONTRACT EXTENSION WITH CAROLYN C. CHANEY & ASSOCIATES, INC. FOR FEDERAL LEGISLATIVE SERVICES
Presented by: Les White, General Manager
Staff Report: Attached

16. CONSIDERATION OF CONTRACT EXTENSION WITH SHAW/YODER, INC. FOR STATE LEGISLATIVE SERVICES
Presented by: Les White, General Manager
Staff Report: Attached
17. CONSIDERATION OF AWARD OF CONTRACT FOR DIESEL AND GASOLINE FUEL
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
18. CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING HEAVY DUTY BRAKE DRUMS
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
19. CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING HEAVY DUTY BATTERIES
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
20. CONSIDERATION OF AWARD OF CONTRACT FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR RETROFITTING DISTRICT FACILITY FOR COMPRESSED NATURAL GAS (CNG) VEHICLE MAINTENANCE
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
21. CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING ONE HYBRID VEHICLE
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: Attached
22. CONSIDERATION OF RESOLUTIONS AUTHORIZING AMENDED STATE TRANSIT ASSISTANCE (STA) AND TRANSIT DEVELOPMENT ACT (TDA) CLAIMS FOR FY 2002
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
23. CONSIDERATION OF PARATRANSIT SENSITIVITY TRAINING OF DIRECTORS AND MANAGERS AND RECOMMENDATIONS THEREFROM
Presented by: Les White, General Manager
24. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
25. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - THREATENED LITIGATION
Pursuant to Government Code Section 54957.5. (§ 54956.9 (b)(3)(C).)
 - a. Claim of Deborah Lane & Joshua Loya

SECTION III: RECONVENE TO OPEN SESSION

26. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. If you wish to attend this meeting and require special assistance in order to participate, please contact Dale Carr at 426-6080 at least 72 hours in advance of the Board of Directors meeting.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 10, 2001

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 10, 2001 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice-Chairperson Reilly called the meeting to order at 9:01 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth
Tim Fitzmaurice
Bruce Gabriel
Michelle Hinkle
Mike Keogh
Dennis Norton
Emily Reilly

DIRECTORS ABSENT

Jeff Almquist (arrived at 9:10 a.m.)
Jan Beautz (arrived at 9:20 a.m.)
Christopher Krohn
Rafael Lopez
Ex-Officio Mike Rotkin (arrived at 9:04 a.m.)

STAFF PRESENT

Bryant Baehr, Operations Manager
Kim Chin, Planning & Marketing Manager
Mark Dorfman, Asst. General Manager
Marilyn Fenn, Asst. Finance Manager
Linda Fry, Service Planning Supervisor
Tom Hiltner, Grants/Legis. Analyst

David Konno, Fac. Maint. Manager
Ian McFadden, Transit Planner
Elisabeth Ross, Finance Manager
Tom Stickel, Fleet Maintenance Manager
Leslie R. White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Wally Brondstatter, UTU
Dianna Dunn, SEIU
Mark Hartunian, Lift Line
Don Hubbard, Harvey West Assn.
Jeff LeBlanc, Bus Rider
Gillian McGlaze, PSA
John Mellon, VMU

Bonnie Morr, UTU
Steve Paulsen, UTU
Karena Pushnik, SCCRTC
Patricia Spence, MASTF
Sam Storey, Community Bridges
Marian Taylor, League of Women Voters

2. ORAL AND WRITTEN COMMUNICATION

- a. Laura Scribner, City of Santa Cruz
- b. Gail Baker

RE: July 4th Service
RE: Bus Operator Dennis Baldwin

c. Roberta Fama

RE: Hwy. 17 Express

Oral:

Mark Dorfman informed the Board that METRO was successful in obtaining a \$200,000 grant from the Air District for a CNG facility and expressed his thanks to all who participated in this process.

Don Hubbard stated that now that the Salz Tannery site is available, METRO should pursue this as a viable alternative to placing MetroBase in the Harvey West Park area. He further stated that the Harvey West Area Assn. would pledge their support and assist to further this particular goal.

Pat Spence spoke on behalf of MASTF and the sub-committee "Living with the Paratransit Experience". She thanked the Board members and staff who participated in and assisted with this venture. Ms. Spence stated that she may extend the "Living the Paratransit Experience" on an individual basis for two months for those Directors who have not had the opportunity to participate in this. The results were varied and will be used in completing the Rider's Guide and Policies & Procedures. This topic will be agendaized to allow for discussion of each Director's experience. The Request for Proposal will be crafted so as to address some of the issues that arose from this experience.

Director Fitzmaurice requested a report on the implications of looking at the Salz Tannery site for the MetroBase project. Les White reported that a meeting has been scheduled to meet with Salz representatives and to tour the facility. Mr. White briefly discussed three issues with this property: Proximity to the river and its implications, toxicity of the site and the potential of historic designation being assigned to the structure. Director Keogh suggested that when conducting the environmental survey of the Salz property, that Denise Duffy & Associates consider pilot test drilling at the District's expense to determine if the property is cleanable or not.

Karena Pushnik of the Transportation Commission reported that the guide for specialized transportation services has been completed and will be available to Board members and the public.

3. LABOR ORGANIZATION COMMUNICATIONS

No questions or comments.

4. METRO USERS GROUP (MUG) COMMUNICATIONS

No questions or comments.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

No questions or comments.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A replacement page for Item 8-A-1 "Beach Shuttle Lane" was distributed at the meeting.

CONSENT AGENDA

7-1. APPROVE REGULAR BOARD MEETING MINUTES OF 7/13/01 AND 7/20/01

No questions or comments.

7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

7-3. CONSIDERATION OF TORT CLAIMS: Deny the claim of: Erdem Esengil

No questions or comments.

7-4. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 7/19/01

No questions or comments.

7-5. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 7/18/01

No questions or comments.

7-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2001, APPROVAL OF BUDGET TRANSFERS AND DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$225,000 FOR LIABILITY INSURANCE RESERVES, \$440,000 FOR WORKERS' COMPENSATION RESERVES, \$100,000 FOR BUS STOP IMPROVEMENT RESERVES, \$462,000 FOR ALTERNATIVE FUEL CONVERSION FUND AND THE REMAINDER FOR CAPITAL RESERVES IN THE ESTIMATED AMOUNT OF \$1,800,000; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS

No questions or comments.

7-7. CONSIDERATION OF APPROVAL OF RESPONSES TO TRIENNIAL PERFORMANCE AUDIT

No questions or comments.

7-8. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR JUNE 2001

No questions or comments.

7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2001

This report will be in the Add-On Packet.

7-10. ACCEPT AND FILE JULY RIDERSHIP REPORT

No questions or comments.

7-11. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE STATUS REPORT

Bryant Baehr reported that the revenue column of this report is a bit off in unallocated revenue. Key counts were provided and ridership for students/faculty and staff are listed by route. The billings are based on Monday through Friday ridership counts to and from campus. There is an approximate increase in ridership of 12% for the month of June. Mr. Baehr will provide Director Fitzmaurice with ridership figures for June only. Increase in ridership is due to an increase in parking fees on campus. Director Fitzmaurice also requested a status report on the construction of the bus turnouts on campus.

7-12. ACCEPT AND FILE STATUS REPORT ON BUS STOP AND SHELTER MAINTENANCE

David Konno reported that positive feedback on the new bus shelters has been received from passengers. There are two maintenance concerns, however: the amount of windblown trash that accumulates within the enclosed shelters, and vandalism of the acrylic panels. Steps taken to alleviate these problems were discussed, such as contracting with several companies to provide gallon trash cans at the shelters, increasing internal trash collection service to twice a week. Staff provides additional trash removal whenever calls are received in this regard. Mr. Konno discussed the methods of removing graffiti and will bring these methods to the Bus Stop Advisory Committee (BSAC) meeting for review. He will advise Mr. White of BSAC's recommendations. Mr. Konno will supply the Board with the cost of graffiti-proof coating. Director Fitzmaurice mentioned that when the Front Street shelter was moved, there was no notice on the old shelter stating the new location.

There was discussion regarding various alternatives, such as perforated metal on the non-approach side of the shelter, clear panels for those shelters with no vandalism problems, better lighting in the shelters and a shelter-watch program with a posted phone number for people to call when vandalism is witnessed. Mr. Konno informed the Board that it takes 1.5 months to clean all 1,100 bus stops one time. David Konno will place an order for additional trash cans so that every shelter has one. A report will be brought back to the Board in two months incorporating all information requested. A report will be included in the Add-On Packet specifying how many additional trash cans are needed, the estimated time of arrival and cost.

Director Ainsworth asked Staff to work with each municipality to see if they are willing to contribute funds to acquire uniform trash cans. There was discussion of a possible partnership with the Skill Center for labor to clean the shelters. Director Norton will look

into having Waste Management empty the trash cans at shelters and bus stops in Capitola.

7-13. ACCEPT AND FILE THE URBANIZED AREA FORMULA PROGRAM AND THE NEEDS OF SMALL TRANSIT INTENSIVE CITIES STUDY AND APPROVE A LEGISLATIVE POSITION IN SUPPORT OF ITS FINDINGS

Mark Dorfman reported that a presentation on this topic was given at the July Board meeting. Mr. White discussed the recent APTA Reauthorization Task Force meeting whereby two proposals were made: 1) to create an incentive based on ridership; and, 2) to create a new category of bus modernization program in the discretionary program which would set standards for bus replacement based on design life of 12 years. With the Board's adoption of this program and study, Mr. White will communicate with Congressman Sam Farr and with Congressman Mike Honda who is on the sub-committee that will write the language.

7-14. ACCEPT AND FILE STATUS REPORT ON THE INVESTIGATION OF BIODIESEL AS AN INTERIM FUEL

Staff will continue to investigate biodiesel as an interim fuel. However, the challenge is that the California Air Resources Board (CARB) has not certified biodiesel as an acceptable fuel path. Mr. White added that anything beyond an 80/20 blend would cause the bus manufacturer to step away from the engine warranty. Director Norton asked if the fuel used by METRO is MTBE-free and was informed that since METRO buys their fuel from a retail vendor, it has no control over the type of fuel the vendor supplies. Mr. White was informed that the County is changing their fueling facility to be MTBE-free and he stated that METRO will switch to fueling at the County facility. Director Norton requested that Staff talk with Devco Oil, METRO's current fuel vendor, about supplying MTBE-free fuel.

REGULAR AGENDA

8. CONSIDERATION OF DISTRICT POSITION ON ELIMINATION OF CITY OF SANTA CRUZ BEACH SHUTTLE/BUS LANE

Summary:

Director Reilly informed the Board that the Transportation Commission asked that METRO submit a letter in support of the shuttle lane vs. a letter opposing the bike lane. City staff stated that they would attempt to have the shuttle and bikes share the lane.

Discussion:

Director Ainsworth asked Staff to draft a letter supporting the shuttle lane but to mention that ridership is affected by the efficiency of the shuttle. Ian McFadden stated that the Dept. of Public Works wants to have a meeting with METRO next week on this issue. Director Hinkle stated that the shuttle is used by residents as well as tourists and that stopping on Second Street would not work for residents. Director Beautz mentioned that there should be better signage for the beach shuttle as people come off the freeway.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR KEOGH

Direct Staff to compose a letter to the City in favor of retaining the shuttle lane which METRO would share with bikes and emergency vehicles. Stress in the letter that the shuttle needs to be efficient if it is going to be successful. Move this item to the consent agenda for the August 17th Board Meeting.

The Motion passed with Directors Krohn and Lopez absent and Director Fitzmaurice abstaining.

**9. CONSIDERATION OF ADDITIONAL SERVICE TO THE SANTA CRUZ COUNTY FAIR
ACTION REQUIRED AT THE AUGUST 10, 2001 BOARD MEETING**

Summary:

Linda Fry outlined the service currently provided and the supplemental service for the upcoming fair. In return for this service, METRO is receiving publicity and an exhibit booth. There will be two events for seniors on Tuesday, opening day: a barbecue and an ice cream social. These events will end at approximately 3:30 p.m. Approval is required at today's meeting in order to have sufficient time to add the transit schedule into the fair's publicity.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR FITZMAURICE

Authorize the operation of supplemental transit service to the Fair as outlined in Attachment A of the staff report.

Kim Chin informed the Board that rider alert announcements will be released to the media one week prior to the fair. Public service announcements will be made with the Fair organizers' assistance. The Fair's written advertisements will include information on the route to take from Santa Cruz to the Fair.

DIRECTOR REILLY LEFT THE ROOM.

Motion passed with Directors Krohn, Lopez and Reilly absent.

10. CONSIDERATION OF ADDITIONAL SERVICE TO THE BEACHFEST EVENT

Summary:

Bryant Baehr explained that this event would bring 20,000 - 30,000 people to the Boardwalk on September 22/23, 2001. The Board received a letter requesting consideration of service to this event. Mr. Baehr has been in contact with City representatives and the Santa Cruz Police Dept. regarding this event. The Beachfest event does not have sufficient funds for transportation in their event budget and asked METRO to: 1) Charge the passengers for the service instead of Beachfest, 2) Plus, to extend the beach shuttle service to include the Beachfest dates. Charging passengers would be considered a charter service which is prohibited by METRO.

Discussion:

Director Fitzmaurice invited Mr. Baehr to join in the discussions with Parks and Recreation to discuss this event.

ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR ALMQUIST

Move to take action on this item at today's meeting.

Motion passed unanimously with Directors Krohn and Lopez absent.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR FITZMAURICE

With no funding source identified, deny the request by Beachfest Santa Cruz for service.

Motion passed unanimously with Directors Krohn and Lopez absent.

Mr. Baehr will notify Beachfest organizers of the Board's decision today and will talk with the City on Monday. Mr. Baehr will provide Beachfest organizers with the phone number to the Regional Transportation Commission.

11. CONSIDERATION OF ALTERNATE MEETING LOCATIONS AND NIGHT MEETINGS FOR THE REGULAR BOARD MEETING

Summary:

Les White stated that the Staff recommendation mirrors what the Regional Transportation Commission does at their meetings.

12. CONSIDERATION OF SHUTTLE SERVICE FOR THE CITY OF CAPITOLA ART AND WINE FESTIVAL

Summary:

Mark Dorfman reported that the request for shuttle service to the Art and Wine Festival came from the City of Capitola and is the same service being requested as last year. The request from the City of Capitola is for two buses; however, Staff is suggesting three buses for more reliable service. The METRO would pay 23% of this cost with the City of Capitola paying 77%. Staff also suggests that there be designated drop-off and boarding locations and a mechanism to queue up passengers in an orderly fashion upon boarding. Staff will work with the City to coordinate these locations.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR AINSWORTH

Move Items 12 and 13 to the Consent Agenda for the August 17, 2001 Board Meeting.

Motion passed unanimously with Directors Krohn and Lopez absent.

Les White confirmed that Staff would talk with the City and Chamber of Commerce this week to discuss the third bus.

13. **CONSIDERATION OF AMENDING THE TERM OF THE CONTRACT FOR PAIGE'S SECURITY SERVICES**

No questions or comments.

14. **CONSIDERATION OF ISSUES RELATING TO THE SERVICE AREA SERVED BY ADA PARATRANSIT**

Summary:

Kim Chin stated that a formal presentation on this topic will be given at the August 17, 2001 Board meeting. Changes were made to Attachment E as follows: the sub-total for Old San Jose Road trips was changed to \$3,450.91. The grand total was changed to \$19,794.05.

15. **CONSIDERATION OF ISSUES RELATING TO THE PARATRANSIT CUSTOMER'S GUIDE/POLICIES AND PROCEDURES FOR PARATRANSIT OPERATIONS**

Summary:

Kim Chin stated that a draft of the Rider's Guide is included in the agenda packets as well as an outline of the policies and procedures. Both of these items will be brought back for Board action in September as part of the Request for Proposal (RFP). The issues raised in the paratransit sensitivity training will be addressed as part of the RFP.

Pat Spence will compile a spreadsheet of all paratransit rides taken by Board members and staff. This spreadsheet will detail areas of concern. This item will be continued to the September Board meeting. Director Fitzmaurice requested that the paratransit issues be at the beginning of the agenda at the September meeting.

ADJOURN

There being no further business, Vice-Chairperson Reilly adjourned the meeting at 11:10 a.m.

Respectfully submitted,

DALE CARR
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 17, 2001

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 17, 2001 at the City Hall Council Chambers, 809 Center Street, Santa Cruz, California.

Acting Chairperson Beautz called the meeting to order at 9:01 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jeff Almquist
Jan Beautz
Bruce Gabriel
Michelle Hinkle
Rafael Lopez
Dennis Norton

DIRECTORS ABSENT

Sheryl Ainsworth
Tim Fitzmaurice
Mike Keogh
Christopher Krohn
Emily Reilly
Ex-Officio Mike Rotkin (arrived at 9:09 a.m.)

STAFF PRESENT

Bryant Baehr, Operations Manager
Kim Chin, Planning & Marketing Manager
Mark Dorfman, Asst. General Manager
Margaret Gallagher, District Counsel
Terry Gale, IT Manager
Tom Hiltner, Grants/Legis. Analyst
Isaac Holly, IT Technician

David Konno, Fac. Maint. Manager
Ian McFadden, Transit Planner
Elisabeth Ross, Finance Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maintenance Manager
Leslie R. White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Fahmey Ma'Awad, MASTF
Sharon Barbour, MUG
Wally Brondstatter, UTU
Dianna Dunn, SEIU
Mark Hartunian, Lift Line
Patti Korba, SEA

Ed Kramer, MASTF
Jeff LeBlanc, Bus Rider
Debra Lane, MASTF
John Mellon, VMU
Steve Paulsen, UTU
Linda Wilshusen, SCCRTC

2. ORAL AND WRITTEN COMMUNICATION

- a. Laura Scribner, City of Santa Cruz
- b. Gail Baker
- c. Roberta Fama

RE: July 4th Service
RE: Bus Operator Dennis Baldwin
RE: Hwy. 17 Express

Oral:

Gail Baker introduced herself as the person whose life bus operator Dennis Baldwin saved during a recent police shootout. Ms. Baker was informed by Director Beautz that Mr. Baldwin had received a commendation from the Board for his heroic actions.

Jerianne Bosso of Santa Cruz Transportation requested that the issue of the taxicab rate increase received through the City Council be agendized for the September Board meeting.

3. LABOR ORGANIZATION COMMUNICATIONS

None

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Sharon Barbour read the following Motions that were passed at the recent MUG meeting:

- A. MUG recommends reducing the ADA Paratransit Service Area to $\frac{3}{4}$ mile, grandfathering in everyone currently receiving service as long as they pass recertification and looking into the utilization of TDA funds for non-ADA eligible services.
- B. MUG supports Staff's recommendation to keep the location of the Capitola Mall Transit Center and the service provided there as is.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Debra Lane read the following Motions that were passed at the recent MASTF meeting:

- A. MASTF strongly urges the Board and Management to obtain funding for the Talking Bus technology and establish a time line for installation of the technology in all buses.
- B. MASTF requests that progress on the Talking Bus technology be evaluated periodically and reported to MASTF on a bi-monthly basis.
- C. MASTF approves of the revised Paratransit Rider's Guide.

Director Norton stated that he is in the process of bringing proposed improvements for ADA access to the buses at the Capitola Mall. Ms. Barbour clarified that MUG is in favor of retaining the bus stop at the front of the mall where it currently is.

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

CONSENT AGENDA:

- ADD TO ITEM #7-4** ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 7/19/01
(Insert Minutes)
- ADD TO ITEM #7-9** ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2001
(Insert Report)
- ADD TO ITEM #7-11** ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE STATUS REPORT
(Insert Supplemental Report)
- ADD TO ITEM #7-12** ACCEPT AND FILE STATUS REPORT ON BUS STOP AND SHELTER
(Insert Supplemental Report)

REGULAR AGENDA:

- DELETE ITEM #9** CONSIDERATION OF ADDITIONAL SERVICE TO THE SANTA CRUZ COUNTY FAIR
(Action taken at 8/10/01 Board Meeting)
- DELETE ITEM #10** CONSIDERATION OF ADDITIONAL SERVICE TO THE BEACHFEST EVENT
(Action taken at 8/10/01 Board Meeting)
- DELETE ITEM #14** CONSIDERATION OF ISSUES RELATING TO THE SERVICE AREA SERVED BY ADA PARATRANSIT
(Deferred to the September 21, 2001 Board Meeting)
- DELETE ITEM #15** CONSIDERATION OF ISSUES RELATING TO THE PARATRANSIT CUSTOMER'S GUIDE/POLICIES AND PROCEDURES FOR PARATRANSIT OPERATIONS
(Deferred to the September 21, 2001 Board Meeting)
- ADD TO ITEM #16** CONSIDERATION OF PRIORITIZATION OF GRANT-FUNDED CAPITAL PROJECTS
(Add Staff Report)
- ADD TO ITEM #17** CONSIDERATION AND APPROVAL OF MANAGEMENT COMPENSATION PROGRAM 2001-2003
(Add Staff Report)

- ADD TO ITEM #18** CONSIDERATION OF EXTENDING AND MODIFYING THE EMPLOYMENT AGREEMENT BETWEEN METRO AND LESLIE R. WHITE FOR THE PERIOD DECEMBER 1, 2001 THROUGH NOVEMBER 30, 2004
(Add Staff Report)
- ADD TO ITEM #19** CONSIDERATION OF AWARD OF CONTRACT FOR RESIDENT BUS INSPECTION SERVICES
(Add Staff Report)
- ADD TO ITEM #20** CONSIDERATION OF RECOMMENDATIONS FROM THE CALL STOP COMMITTEE
(Add Staff Report)

CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF 7/13/01 AND 7/20/01
7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
7-3. CONSIDERATION OF TORT CLAIMS: Deny the claim of: Erdem Esengil
7-4. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 7/19/01
7-5. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 7/18/01
7-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2001, APPROVAL OF BUDGET TRANSFERS AND DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$225,000 FOR LIABILITY INSURANCE RESERVES, \$440,000 FOR WORKERS' COMPENSATION RESERVES, \$100,000 FOR BUS STOP IMPROVEMENT RESERVES, \$462,000 FOR ALTERNATIVE FUEL CONVERSION FUND AND THE REMAINDER FOR CAPITAL RESERVES IN THE ESTIMATED AMOUNT OF \$1,800,000; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS
7-7. CONSIDERATION OF APPROVAL OF RESPONSES TO TRIENNIAL PERFORMANCE AUDIT
7-8. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR JUNE 2001
7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2001
7-10. ACCEPT AND FILE JULY RIDERSHIP REPORT
7-11. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE STATUS REPORT
7-12. ACCEPT AND FILE STATUS REPORT ON BUS STOP AND SHELTER MAINTENANCE
7-13. ACCEPT AND FILE THE URBANIZED AREA FORMULA PROGRAM AND THE NEEDS OF SMALL TRANSIT INTENSIVE CITIES STUDY AND APPROVE A LEGISLATIVE POSITION IN SUPPORT OF ITS FINDINGS
7-14. ACCEPT AND FILE STATUS REPORT ON THE INVESTIGATION OF BIODIESEL AS AN INTERIM FUEL

- 7-15. **CONSIDERATION OF DISTRICT POSITION ON ELIMINATION OF CITY OF SANTA CRUZ BEACH SHUTTLE/BUS LANE**
(Moved to Consent Agenda at 8/10/01 Board Meeting. Staff Report retained original numbering as Item #8)
- 7-16. **CONSIDERATION OF SHUTTLE SERVICE FOR THE CITY OF CAPITOLA ART AND WINE FESTIVAL**
(Moved to Consent Agenda at 8/10/01 Board Meeting. Staff Report retained original numbering as Item #12.)
- 7-17. **CONSIDERATION OF AMENDING THE TERM OF THE CONTRACT FOR PAIGE'S SECURITY SERVICES**
(Moved to Consent Agenda at 8/10/01 Board Meeting. Staff Report retained original numbering as Item #13.)

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR LOPEZ

Approve Consent Agenda.

Motion passed unanimously.

REGULAR AGENDA

8. **MOVED TO CONSENT AGENDA AS ITEM #7-15,**
9. **DELETED - ACTION TAKEN AT 8/10/01 BOARD MEETING**
10. **DELETED - ACTION TAKEN AT 8/10/01 BOARD MEETING**
11. **CONSIDERATION OF ALTERNATE MEETING LOCATIONS AND NIGHT MEETINGS FOR THE REGULAR BOARD MEETING**

Summary:

Margaret Gallagher reported that both MUG and MASTF requested that the monthly Board Meetings remain at the Santa Cruz locations where they are currently held. Ms. Gallagher suggested that the Board direct Staff to hold at least one annual special meeting at each of the City Council Chambers of Watsonville, Capitola, and Scotts Valley to discuss issues relevant to each jurisdiction.

Discussion:

Director Lopez asked what would be the best method of outreach to people around the county since METRO is a countywide agency. There was extensive discussion on the merits of holding some meetings in each jurisdiction in order to reach target audiences on specific issues. Concerns ranged from locations not meeting ADA accessibility standards, convenient transportation to and from the various meeting locations and keeping the meetings in a centralized location for those who are dependent on public transportation. Director Norton

reported that Charter Communications would be ready to televise community meetings around the county within four months.

ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR ALMQUIST

Hold three regular meetings for one year on a trial basis in three jurisdictions, possibly at night and possibly special meetings. METRO will provide transportation to these meetings if necessary.

Motion passed unanimously

12. **MOVED TO CONSENT AGENDA AS ITEM #7-16.**
13. **MOVED TO CONSENT AGENDA AS ITEM #7-17.**
14. **DEFERRED TO SEPTEMBER 21, 2001 BOARD MEETING**
15. **DEFERRED TO SEPTEMBER 21, 2001 BOARD MEETING**
16. **CONSIDERATION OF PRIORITIZATION OF GRANT-FUNDED CAPITAL PROJECTS**

Summary:

Mark Dorfman reported that the Board adopted the 01-02 Budget in July and Staff identified known funding sources for capital items at that time. The Board directed Staff to look at funding the bus stop announcement project with Federal capital dollars anticipated to be received at the end of the first quarter. Mr. Dorfman discussed the Next Bus technology for Highway 17 service. This technology would equip the Highway 17 buses with a radio link modem that sends signals back to a computer which predicts arrival of the next bus.

Discussion:

Funding sources, such as Transportation Development Act (TDA), Congestion Mitigation Air Quality Program (CMAQ) and Service Transportation Program (STP) funds were discussed. Les White stated that Staff would return to the State to request Traffic Congestion Relief Program (TCRP) funds for the cost of renovation at the Metro Center once the right-of-way is complete and once Staff has a firm number of funds needed. Mark Dorfman stated that METRO has \$1M in State funding and may enter into a Memorandum of Understanding (MOU) with the Redevelopment Dept. on this project.

There was discussion regarding the Call Stop Announcement technology being installed in the fleet. The older buses need to be retrofitted with microphones and P.A. systems. Estimated cost would be \$7,000 - \$8,000 per bus for this technology upgrade. The trolley acquisition may be eligible under STP funding. Director Lopez inquired if this trolley could be used by other jurisdictions when not in use by the City.

Linda Wilshusen stated that there are \$1M in funds through the State Transportation Improvement Program (STIP) which have not yet been formally considered by the Commission. Commission staff anticipates that \$19M will be available through this program. There may also be funds available that had previously been allocated for the Broadway/Brommer Bikeway project. A "511" traveler information system is beginning to be implemented. Funding will be needed for the Bay Area. Les White asked the Board if they are comfortable with Staff submitting any projects to the Commission under STP. Director Beutz stated that Staff should not put more projects on STP funding. She also supports the entire fleet receiving call stop announcement equipment. Lastly, Director Beutz would like Staff to apply for the Broadway/Brommer Bikeway funding.

At Director Almquist's request, Mr. White will contact Valley Transportation Authority (VTA) to help fund the Next Bus project. Fahmey Ma'Awad requested exact pricing per bus to implement the Call Stop Announcement technology. Ed Kramer spoke regarding call stops that are not compliant with the law in that stops should be called when served by more than one fixed bus route and this is not happening. He stated that the call stop list derived from the Call Stop Announcement Committee is good but not complete.

Wally Brondstatter expressed his hopes that the Metro Center renovation receives priority as this affects the environment in which the bus operators work. Director Norton is in favor of retrofitting the entire fleet with the Call Stop technology and urged Staff to closely look at the costs. He is also in favor of acquiring a trolley since Capitola is currently leasing theirs. Ex Officio Director Rotkin asked if the trolley would replace a bus. Mr. White responded that the contract has not yet been awarded under the California Air Resources Board (CARB). This will be brought back to the Board as a separate item. Director Almquist would like to see the Next Bus project included in the Federal funding. Les White will bring back a funding plan to next month's meeting for the call stop announcement technology. Mr. White recommended to the Board that they direct Staff to contact staff of Capitola and Watsonville regarding shared use of a single vehicle and contributions to the funding.

ACTION: MOTION: DIRECTOR LOPEZ SECOND: DIRECTOR GABRIEL

First and foremost, that the Metro Center expansion be a major priority for this Board. Prioritize the capital projects list for upcoming funding as follows: 1) Call Stop Announcement technology for entire fleet; 2) Trolley - direct Staff to meet with additional jurisdictions for a cooperative project through the county; 3) Next Bus project.

AMENDMENT: DIRECTOR ALMQUIST SECOND: DIRECTOR GABRIEL

Direct Staff to approach Valley Transportation Authority (VTA) for Next Bus project funding and to apply for CMAQ funds for the Call Stop Announcement project.

Motion passed unanimously.

17. CONSIDERATION AND APPROVAL OF MANAGEMENT COMPENSATION PROGRAM 2001 - 2003

Summary:

Les White requested that the Board approve a two-year management compensation plan including a Cost of Living adjustment of 4.25% for FY 02/03. It is also recommended to add a sixth step in the first year and a longevity provision effective August 1, 2002; plus a 5% increase at 10 years and 5% at 15 years. Lastly, it is requested that the Board approve a communication allowance of \$12 per month for those managers who are required to have cell phones capable of maintaining radio contact with the Dispatch Center and with the approval of the General Manager.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR HINKLE

Approve a District Management Compensation Plan for the period August 2001 - August 2003 and incorporate the proposed salary schedule and benefit modifications.

Motion passed unanimously.

18. CONSIDERATION OF EXTENDING AND MODIFYING THE EMPLOYMENT AGREEMENT BETWEEN METRO AND LESLIE R. WHITE FOR THE PERIOD DECEMBER 1, 2001 THROUGH NOVEMBER 30, 2004

Summary:

Les White reported that his current employment agreement expires in November 2001. He is requesting an extension through November 2004 with the same terms and conditions consistent with the Management Compensation Plan. If approved, this agreement would commence December 1, 2001 to November 30, 2004. Mr. White explained the severance procedures in that if he is terminated "with cause", there is no severance obligation. If he is terminated "without cause", Mr. White would receive a six-month severance package.

Discussion:

Wally Brondstatter, UTU Chair, cited Mr. White's performance for the last three years as phenomenal.

ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR ALMQUIST

Modify and extend the current employment agreement between METRO and General Manager, Leslie R. White, for the period December 1, 2001 through November 30, 2004.

Director Almquist stated that he is extremely pleased with Mr. White and his management team and with the direction of the District in the last four years.

Motion passed unanimously.

19. CONSIDERATION OF AWARD OF CONTRACT FOR RESIDENT BUS INSPECTION SERVICES

Summary:

Tom Stickel reported that this contract would be for inspection services to oversee the construction of eight (8) dedicated CNG buses at New Flyer of America. This bus order was piggybacked onto Pierce Transit's order. Two firms submitted proposals and Staff is recommending that the contract be awarded to J and S Maintenance Professional Services in the amount of \$18,460.00.

Discussion:

Director Norton inquired as to why the two proposals are so far apart monetarily. Mr. Stickel responded that this is due to the proximity of the inspectors to the inspection site.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR LOPEZ

Authorize the General Manager to execute a contract for resident inspection services with J and S Maintenance Professional Services.

Motion passed unanimously.

20. CONSIDERATION OF RECOMMENDATIONS FROM THE CALL STOP COMMITTEE

Summary:

Bryant Baehr stated that the Board established a Call Stop Committee on June 15, 2001. Mr. Baehr reviewed the Committee recommendations as outlined in his staff report. The Committee further recommends that a refresher program be held for all bus operators to emphasize the importance of this call stop procedure. This program would involve one-hour of training for each operator, which would be completed by December 31, 2001.

Discussion:

District Counsel will contact the Federal Transportation Administration (FTA) to verify that this list of call stops is compliant with ADA requirements. If a response from FTA is not timely, District Counsel will contact an independent consultant. Mr. Ma 'Awad asked for an approximate date of completion and the actual cost of implementing this program. Ed Kramer discussed tactile signage for the visually impaired and referred to the signage at the San Jose train station as being very appropriate. He suggested that the bus operators could stop at a pole with the tactile signage affixed to it. Mr. Kramer expressed interest in being MASTF's representative at the BSAC meeting when they assist with this project.

Debra Lane, speaking on her own behalf only, stated that the new call stop list is meaningless since this doesn't measure job performance. She suggested that in addition to hiring a consultant to ensure the list is ADA compliant, a paid professional should be hired to monitor the job performance of the operators, while making the operators aware that failure to comply will result in disciplinary action. Mr. White reiterated that the bid specifications and timeline would be brought back before the Board. A bi-monthly status report will be made to the Board and MASTF.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR LOPEZ

Approve Staff's recommendation as outlined in the staff report with the addition of providing MASTF with a bi-monthly timeline report for installation.

Motion passed unanimously.

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

Margaret Gallagher reported that there would be a discussion with the Real Property Negotiator regarding a request made by Lucy's Beauty Shop for reduction in rent. There will also be a conference with Legal Counsel regarding the possibility of initiation of litigation in both the Jade Rich and the Lorraine Pyne cases. The conference with Legal Counsel regarding existing litigation with Bruce Gabriel would not be discussed, as there will not be a quorum.

22. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Acting Chairperson Beautz adjourned to Closed Session at 11:20 a.m. and reconvened to Open Session at 11:40 a.m.

SECTION III: RECONVENE TO OPEN SESSION

23. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board authorized commencement of litigation in the Bonanno case with METRO participating in a Friends of the Court letter. She further reported that there was no resolution in two of the existing litigation cases and a possible resolution in the real estate case, however, an agreement would need to be signed by the other party prior to announcing its outcome.

ADJOURN

There being no further business, Acting Chairperson Beautz adjourned the meeting at 11:43 a.m.

Respectfully submitted,

DALE CARR
Administrative Services Coordinator

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
4373	08/02/01	1,201.03	057 U.S. BANK JULY STATEMENT		75024	JULY STATEMENT	1,201.03	MANUAL
4374	08/10/01	9,885.00	001043 VISION SERVICE PLAN		74894	AUG VISION INS	9,885.00	
4375	08/10/01	3,115.53	001063 NEW FLYER INDUSTRIES LIMITED		74895	REV VEH PARTS	66.75	
					74896	REV VEH PARTS 2973	2,972.85	
					74897	REV YE!! PARTS 54	53.93	
4376	08/10/01	93.75	001091 LONGORIA, MAURICIO		74898	BILINGUAL TESTING	93.75	
4377	08/10/01	38.82	001224 SAFEGUARD BUSINESS SYSTEM		74899	CASH RECEIPT JOURNAL	38.82	
4376	08/10/01	964.00	001257 DOMINICAN HOSPITAL OF S C		74900	JUNE DRUG TESTS	964.00	
4379	08/10/01	111.95	001315 WASTE MANAGEMENT OF S C		74901	JULY SERVICE 2001	111.95	
4380	08/10/01	73,255.07	001316 DEVCO OIL		74902	FUELS & LUBRICANTS	73,255.07	
4381	08/10/01	3,837.00	001523 SANTA CRUZ MEDICAL CLINIC		74903	EMPLOYMENT EXAMS	2,451.00	
					74904	JUNE MEDICAL EXAMS	1,320.00	
					74905	DMV MEDICAL EXAM	66.00	
4382	08/10/01	22.47	001526 ADCOM/BHS		74906	OFFICE SUPPLIES HRD	22.47	
4383	08/10/01	220.00	001662 ELECTRIC TIE COMPANY, INC		74907	REPAIRS/MAINT 200	220.00	
4384	08/10/01	283.00	001752 THOMPSON PUBLISHING GROUP, INC.		74908	DES & SUBSCRIPTIONS	283.00	
4385	08/10/01	146,400.65	001762 COMMUNITY BRIDGES		74909	JUNE ADA	146,400.65	
4386	08/10/01	2,308.61	001800 THERMO KING OF SALINAS, INC		74910	REV VEH. PARTS	2,308.61	
4387	08/10/01	15.00	001932 WATSONVILLE POLICE DEPARTMENT		74911	SC 07-01-13	15.00	
4388	08/10/01	669.65	001936 WORLDCOM TECHNOLOGIES, INC.		74912	JULY LONG DISTANCE	669.65	
4389	08/10/01	4,816.81	001991 BAY STAFFING		74913	TEMP W/E 7/15 ADMIN	18.90	
					74914	TEMP W/E 7/15 HRD	,357.65	
					74915	TEMPS W/E 7/22 HRD	,503.08	
					74916	TEMPS W/E 7/15 FLEET	1,799.28	
4390	08/10/01	776.15	002012 CARTER, H.V. CO. INC.		74917	REPAIRS/MAINTENANCE	776.15	
4391	08/10/01	64.60	002063 COSTCO		74918	PHOTO SUPPLY OPS	64.60	
4392	08/10/01	199.65	002069 A TOOL SHED, INC.		74919	EQUIPMENT RENTAL	199.65	
4393	08/10/01	3,545.97	002192 BAY EQUIPMENT & REPAIR		74920	OUT REPAIR - VEHs	3,545.97	
4394	08/10/01	680.00	002212 CONFLICT RESOLUTION PROGRAM		74921	CONFLICT RESOLUTION	680.00	
4395	08/10/01	387.89	002245 STAPLES CREDIT PLAN		74922	OFFICE SUPPLIES M/C	64.63	
					74923	OFFICE SUPPLY M/C	323.26	
4396	08/10/01	2,000.00	002267 SHAW & YODER		74924	JUNE LEGIS SVCS	2,000.00	
4397	08/10/01	5,997.88	002287 CALIFORNIA SERVICE EMPLOYEE		74925	AUGUST MEDICAL	5,997.88	
4398	08/10/01	73.33	002323 NORTHERN SAFETY CO., INC.		74926	SAFETY SUPPLIES 67	73.33	
4399	08/10/01	226.75	002394 INDUSTRIAL METALWORKING		74927	OUT REPAIR - EQUIP	226.75	
4400	08/10/01	22.19	002514 APEX WELDING SUPPLIES, INC.		74928	ACETYLENE GAS	22.19	
4401	08/10/01	890.25	002607 CTC ANALYTICAL SERVICES INC.		74929	OUT REPAIR - REV VEH	890.25	
4402	08/10/01	2,445.17	002627 CDW GOVERNMENT, INC.		74930	COMPUTER SUPPLY-IT	2,445.17	
4403	08/10/01	150.00	002683 TRUCK-TRAILER-TRANSIT		74931	REV VEH PARTS 150	150.00	
4404	08/10/01	15,289.24	002686 WATERLEAF ARCHITECTURE		74932	PROF SERVICES JUNE	15,289.24	
4405	08/10/01	114.94	002689 B & B SMALL ENGINE REPAIR		74934	REPAIRS/MAINTENANCE	114.94	
4406	08/10/01	214.53	002713 SANTA CRUZ AUTO TECH, INC		74933	OUT REPAIR - VEH	214.53	
4407	08/10/01	517.00	002720 METRO SANTA CRUZ NEWSPAPER		74935	DISPLAY AD	517.00	
4408	08/10/01	57.02	004 NORTH BAY FORD LINC-MERCURY		74936	REV VEH PARTS	57.02	
4409	08/10/01	197.06	007 UNITED PARCEL SERVICE		75025	JULY FREIGHT	197.06	
4411	08/10/01	10,487.68	009 PACIFIC GAS & ELECTRIC		74934	6/28-7/30 SAKATA	8.64	
					74935	6/29-7/31 BEACH ST	123.15	
					74936	6/29-7/31 RODRIGUEZ	23.59	
					74937	6/29-7/31 RODRIGUEZ	1,542.53	

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. W E NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				74938	7/2-8/1 RIVER STREET	2,224.89
				74939	7/2-8/1 RIVER STREET	42.90
				74940	7/2-8/1 GOLF CLUB	217.44
				74941	7/2-8/1 GOLF CLUB	1,878.55
				74942	6/28-7/30 SAKATA	10.50
				74997	7/2-8/2 HARVEY WEST	33.29
				74998	7/2-8/2 ENCINAL	35.69
				74999	7/2-8/2 ENCINAL	3,223.19
				75000	7/2-8/2 DUBOIS	320.77
				75001	7/2-8/2 111 DUBOIS	802.35
4412	08/10/01	605.86 020	ADT SECURITY SYSTEMS,	74943	REPAIR ADT LINES	289.64
				74944	AUGUST ALARMS	315.22
4413	08/10/01	46.66 036	KELLY-MOORE PAINT CO IX.,	75002	REPAIRS/MAINTENANCE	46.66
4414	08/10/01	1,104.98 039	KINKO'S INC.	74945	PRINTING ADMIN	1,062.31
				74946	PRINTING ADMIN	62.57
4415	08/10/01	364.42 041	MISSION UNIFORM		JULY UNIFORMS/LNDRY	364.42
4416	08/10/01	160.53 045	ROYAL WHOLESALE ELECTRIC	75004	REPAIRS/MAINTENANCE	160.53
4417	08/10/01	1,666.60 056	GREEN LINE	75005	HAZ WASTE DISPOSAL	1,666.60
4418	08/10/01	1,373.81 059	BATTERIES U.S.A. INC.	74947	REV VEH PARTS	323.25
				74948	REV VEH PARTS	1,050.56
4419	08/10/01	174.70 061	REGISTER PAJARONIAN	74949	CLASSIFIED ADS JULY	174.70
4420	08/10/01	145.00 067	ROTO-ROOTER SEWER/PLUMBING	74950	OUTSIDE REPAIR/BLDG	65.00
				75006	BLDG REPAIR - M/C	80.00
4421	08/10/01	252.40 074	KENVILLE & SONS LOCKSMITH	74951	REPAIR/MAINTENANCE	252.40
4422	08/10/01	86.76 075	COAST PAPER & SUPPLY INC.	75007	CLEANING SUPPLIES	86.76
4423	08/10/01	11,395.54 085	DIXON & SON, INCORPORATED	75008	TIRES & TUBES JULY	10,963.79
				75009	OUT REPAIR - REV VEH	432.75
4424	08/10/01	59,229.24 101	EOS CLAIMS SERVICES, INC.	74952	JULY TRUST ACCT	59,229.24
4425	08/10/01	575.61 107	SAN LORENZO LUMBER CO., INC.	75010	REPAIRS/MAINTENANCE	575.61
4426	08/10/01	11,682.00 117	GILLIG CORPORATION	74953	REV VEH PARTS	861.40
				74954	REV VEH PARTS	301.27
				74955	REV VEH PARTS	642.21
				74956	REV VEH PARTS	9,877.12
4427	08/10/01	4,500.00 120	OFFICE DYNAMICS INC.	75026	MAINT AGREEMENT	4,500.00
4428	08/10/01	198.00 126	EUCALYPTUS COMMERCIAL SERVICES	74957	CUSTODIAL SVC SVTC	198.00
4429	08/10/01	1,516.37 135	SANTA CRUZ AUTO PARTS, INC.	75011	PARTS & SUPPLIES	1,516.37
4430	08/10/01	51.56 147	ZEE MEDICAL SERVICE	74958	SAFETY SUPPLY B&G	51.56
4431	08/10/01	623.32 148	ZEP MANUFACTURING COMPANY	74959	CLEANING SUPPLY FLT	623.32
4432	08/10/01	2,784.26 156	PRINT GALLERY, THE	74960	PRINTING M/C	1,745.55
				74961	PRINTING M/C	1,038.71
4433	08/10/01	48,949.78 157	DELL MARKETING L.P.	74962	COMPUTER SUPPLIES	47,394.93
				74963	COMPUTER SUPPLIES	1,554.85
4434	08/10/04	1,596.33 166	HOSE SHOP, INC., THE	75012	PARTS & SUPPLIES	1,578.47
				75013	REPAIRS/MAINTENANCE	17.86
4435	08/10/01	1,072.33 170	TOWNSEND'S AUTO PARTS	75014	PARTS & SUPPLIES	1,072.33
4436	08/10/01	2,829.45 180	MANPOWER TEMPORARY SERVICE INC	74964	TEMPS JULY	1,274.17
				74965	TEMPS JULY	1,615.28
4437	08/10/01	230.43 215	IKON OFFICE SOLUTIONS	74966	JULY RENTAL	230.43
4438	08/10/01	1,196.00 216	LABOR READY, INC.	74967	TEMP W/E 7/20 B&G	598.00
				75015	TEMP W/E 7/27 B&G	598.00

CHECK JOURNAL DETAIL BY CHECK NUMBER

ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
4439	08/10/01	1,038.88	288 MUNCIE RECLAMATION & SUPPLY		74968	RN VEH PARTS	347.56	
					74969	REV VEH PARTS	691.32	
4440	08/10/01	437.50	29-2 NORTH COUNTY RECOVERY & TOWING		74970	OUT REPAIR - REV VEH	437.50	
4441	08/10/01	1,148.53	294 ANDY'S AUTO SUPPLY		75016	REV VEH PARTS	1,148.53	
4442	08/10/01	172.00	309 GOOD TIMES		74971	CLASSIFIED AD	172.00	
4443	08/10/01	20.00	349 CAPITOLA POLICE DEPT.		74972	SC 07-01-06	20.00	
4444	08/10/01	718.46	372 FEDERAL EXPRESS		75017	POSTAGE & MAILING	105.86	
					75027	POSTAGE/MAILING FLT	612.60	
4445	08/10/01	1,005.96	378 STEWART & STEVENSON		74973	REV VEH PARTS	1,005.96	
4446	08/10/01	241.50	397 LAMINATION STATION		74974	OFFICE SUPPLY OPS	241.50	
4447	08/10/01	1,137.60	432 EXPRESS PERSONNEL SERVICES		75018	TEMPS W/E 7/15	1,137.60	
4448	08/10/01	2,062.00	433 AMPAC BUILDING MAINTENANCE		7319	JULY CLEANING SVTC	2,062.00	
4449	08/10/01	168.50	434 VERIZON WIRELESS-PAGERS		75020	AUGUST PAGERS	168.50	
4450	08/10/01	154.34	434A VERIZON WIRELESS		75021	AUGUST REPEATER	154.34	
4451	08/10/01	211.13	458 AZZIE'S STORAGE		74975	EQUIPMENT RENTAL MOF	211.13	
4452	08/10/01	85.00	478 BEE CLENE		74976	CUSTODIAL SERVICES	85.00	
4453	08/10/01	535.50	481 PIED PIPER EXTERMINATORS, INC.		74977	JULY PEST CONTROL	410.00	
					74978	REMOVAL-HORNETS NEST	125.50	
44%	08/10/01	12,500.00	497A AMERICAN PUBLIC TRANSPORTATION		74979	DUES & SUBSCRIPTIONS	12,500.00	
4455	08/10/01	648.00	497B APTA		74980	PARATRANSIT CLASS AD	648.00	
4456	08/10/01	144,013.81	502 PUBLIC EMPLOYEES'		74981	AUGUST MEDICAL	144,013.81	
4457	08/10/01	161,426.44	508 COMPLETE COACH WORKS		75022	OUT REPAIR - REV VEH	161,426.44	
44%	08/10/01	797.15	511 LUMINATOR		74982	OUT REPAIR REV VEH	209.54	
					74983	REV VEH PARTS 583	587.61	
4459	08/10/01	1,434.00	538 BARCO PRODUCTS COMPANY		74984	PLASTIC TABLES	1,434.00	
4460	08/10/01	112.67	566 CALISTOGA SPRING WATER CO.		74985	OFFICE SUPPLY M/C	112.67	
4461	08/10/01	6,000.00	617 WOOD'S PAINTING & DECORATING		74986	PAINTING WTC	6,000.00	
4462	08/10/01	149.78	788 SCHTD PETTY CASH - FINANCE		74987	PETTY CASH - FINANCE	149.78	
4463	08/10/01	34.59	E002 STICKEL, TOM		75023	TRAVEL REIMBURSE	34.50	
4464	08/10/01	45.20	E373 DORFMAN, MARK		74988	REIMBURSE MILEAGE	45.20	
4465	08/10/01	10.00	E463 RAMOS, ROSALIO		74989	REIMBURSE DMV/VTT	10.00	
4466	08/10/01	242.00	M014 HARRELL, LAURA		74990	AUGUST MED INSURANCE	242.00	
4467	08/10/01	20.00	R352 GIGUIERE, DEBORAH		74991	SC 03-01-25	20.00	
4468	08/10/01	500.00	R355 MENDOZA, ELIA		74992	SC 04-01-01C	500.00	
4469	08/10/01	22.50	R356 CHINITZ, RONALD		74993	MISC 01-13	22.50	
4470	08/24/01	3,136.43	001 PACIFIC BELL/SAC		75028	AUGUST PHONE BILL	2,458.23	
					75133	AUG - MIS	339.10	
					75134	AUG - MIS	339.10	
4471	08/24/01	26.00	001025 COUNTY OF SANTA CRUZ		75135	JULY REFUSE	26.00	
4472	08/24/01	1,943.58	001063 NEWFLYERINDUSTRIESLIMITED		75029	REV VEH PARTS 1817	1,816.70	
					75030	REV VEH PARTS 127	126.88	
4473	08/24/01	1,326.28	001119 MACERICH PARTNERSHIP, LP, THE		75031	SEPT LEASE- CAP MALL	1,326.28	
4474	08/24/01	838.91	001230 CAPITOL CLUTCH AND BRAKE, INC		75032	REV VEH PARTS	838.91	
447:	08/24/01	47.52	001313 CONSOLIDATED PLASTICS CO INC.		75033	MAINT SUPPLY 37	47.52	
4476	08/24/01	507.16	001420 CALIFORNIAN		75034	7/21 ADS - HED	507.16	
4477	08/24/01	751.44	001446 BAY CITIES DIESEL ENG. INC.		75035	OUT REPAIR REV VEH	751.44	
4478	08/24/01	3,487.00	001492 EVERGREEN		75036	HAZ WASTE DISPOSAL	3,487.00	
4479	08/24/01	1,228.00	001523 SANTA CRUZ MEDICAL CLINIC		75136	7/1 -7/31 EXAMS	1,228.00	
4480	08/24/01	36,117.72	001616 UNUM		75037	AUG LTD INSURANCE	36,117.72	
4481	08/24/01	290.77	001636 BUENTHER COMPUTER PRODUCTS		75038	COMPUTER SUPPLIES	256.45	

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

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					75039	COMPUTER SUPPLIES	34.32	
4482	08/24/01	79.97	001676	AUTOMOTIVE RESOURCES, INC.	75137	OUT REPAIR - EQUIP	79.97	
4483	08/24/01	1,370.79	001711	MOHAWK MFG. & SUPPLY CO.	75040	REV VEH PARTS 658	657.96	
					75041	REV VEH PARTS 583	563.29	
					75042	REV VEH PARTS 130	129.54	
4484	08/24/01	5,950.00	001774	EOS CLAIMS SERVICES, INC.	75138	WC SERV FEE	5,950.00	
4485	08/24/01	5,655.37	001800	THERMO KING OF SALINAS, INC	75139	OUT REPAIR - REV VEH	5,655.37	
4486	08/24/01	500.00	001844	BRINKS INCORPORATED	75043	AUGUST SECURITY SVC	500.00	
4487	08/24/01	900.00	001887	HUMPHREY, YVONNE A.	75044	SEPT LEE VERNON ST	900.00	
4488	08/24/01	910.00	001991	BAY STAFFING	75045	TEMPS W/E 7/29 HR	910.00	
4489	08/24/01	1,110.53	002005	TRANSIT RESOURCES, INC.	75046	REV VEH PARTS	x1.3	
					75047	REV VEH Pam	226.23	
					75048	REV VEH PARTS	172.76	
4490	08/24/01	26.12	002063	COSTCO	75049	PHOTO PROCESS OPS	19.64	
					75050	PHOTO PROCESS LEGAL	6.48	
4491	08/24/01	26,761.47	002116	HINSHAW, EDWARD & BARBARA	75051	SEPT 370 ENCINAL ST	29,900.28	
					75052	SEPT 120 DUBOIS	5,861.19	
4492	08/24/01	10,173.30	002117	IULIANO, NICK	75053	SEPT 111 DUBOIS	10,173.30	
4493	08/24/01	318.68	002161	APPLIED INDUSTRIAL TECH	75054	REPAIR/MAINT SUPPLY	283.52	
					75055	REPAIR/MAINT SUPPLY	35.16	
4494	08/24/01	505.00	002168	DSL.NET	75056	AUGUST CENTREX LINE	505.00	
4495	08/24/01	360.00	002210	GRANT THORNTON, LLP	75057	PROF SVCS - JULY	360.00	
4496	08/24/01	770.00	002212	CONFLICT RESOLUTION PROGRAM	75140	MEETING FACILITATION	770.00	
4497	08/24/01	3,750.00	002346	CHANEY, CAROLYN & ASSOC., INC.	75058	AUG LEGISLATIVE SVC	3,750.00	
4498	08/24/01	1,000.00	002352	UNITED STATES POSTAL SERVICE	75141	POSTAGE	1,000.00	
4499	08/24/01	150.00	002564	WESTERN DESIGN FLOOR	75142	OPS VAULT ROOM	150.00	
4500	08/24/01	2,217.30	002610	FREDERICK ELECTRONICS CORP.	75059	SEPT 375 ENCINAL	2,217.30	
4501	08/24/01	1,212.00	002626	NELSON\NYGAARD	75143	SURVEY WORK	1,212.00	
4502	08/24/01	688.00	002634	PITNEY BOWES PURCHASE POWER	75144	POSTAGE METER	688.00	
4503	08/24/01	609.73	002639	NEXTEL COMMUNICATIONS	75145	JULY PHONES	609.73	
4504	08/24/01	253.80	002643	IOS CAPITAL	75060	8/22-9/21 COPIER	253.80	
4505	08/24/01	4,536.48	009	PACIFIC GAS & ELECTRIC	75061	7/6-8/4 PACIFIC AVE	157.03	
					75062	7/6-8/4 PACIFIC AVE	555.32	
					75063	7/6-8/4 PACIFIC AVE	501.15	
					75064	7/6-8/4 PACIFIC AVE	1,413.62	
					75065	7/6-8/4 PACIFIC AVE	1,046.17	
					75146	7/17-8/15 PM WET	91.51	
					7347	7/12-8/11 KINGS VILL	748.75	
					75148	7/12-8/11 KINGS VILL	9.07	
					75149	7/12-8/11 KINGS VILL	13.86	
4506	08/24/01	544.84	013	MCI SERVICE PARTS, INC.	75066	REV VEH PARTS	283.42	
					75067	REV VEH PARTS	318.51	
					75068	REV VEH PARTS	-97.09	
4507	08/24/01	2,117.89	041	MISSION UNIFORM	75150	JULY LAUNDRY - FLEET	2,117.89	
4508	08/24/01	236.25	042	ORCHARD SUPPLY HARDWARE	75069	JULY SUPPLIES - FAC	236.25	
4509	08/24/01	689.00	080	STATEBOARD OF FEDERALIZATION	75151	JULY USE TAX 90%	689.00	
4510	08/24/01	163.40	081	KAR PRODUCTS	75070	PARTS & SUPPLIES	163.40	
4511	08/24/01	117.13	083	THYSSENKRUPP ELEVATOR -042	75071	AUG ELEVATOR SVC	117.13	
4512	08/24/01	318.25	090	CRYSTAL SPRINGS WATER CO.	75152	JULY WATER - FLEET	318.25	
4513	08/24/01	2,100.00	110	TRANSMART	75072	SEPT CUSTODIAN SVCS	2,100.00	

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
4514	08/24/01	263.79	115 SNAP-ON TOOLS CORPORATION		75073	EMPLOYEE TOOLS	263.79	
4515	08/24/01	951.74	117 BILIG CORPORATION		75074	REV VEH PARTS	951.74	
4516	08/24/01	90.00	128 COSTCO WHOLESALE MEMBERSHIP		75075	MEMBERSHIP RENEWAL	90.00	
4517	08/24/01	90.64	130 WATSONVILLE CITY WATER DEPT.		75076	7/2-7/11 RODRIGUEZ	8.80	
					75077	7/2-8/1 SAKATA LANE	69.39	
					75078	7/2-7/11 SAKATA LANE	12.45	
4518	08/24/01	34.34	172 CENTRAL WELDERS SUPPLY, INC.		75079	SAFETY SUPPLIES	34.34	
4519	08/24/01	1,598.00	180 MANPOWER TEMPORARY SERVICE INC		75080	TEMPS W/E 7/22 HR/PL	1,598.00	
4520	08/24/01	29.67	192 ALWAYS UNDER PRESSURE		75081	REPAIRS/MAINT SUPPLY	29.67	
4521	08/24/01	211.04	215 IKON OFFICE SOLUTIONS		75082	AUG COPIER - OPS	211.04	
4522	08/24/01	1,196.00	216 LABOR READY, INC.		75083	TEMPS W/E 7/27 FAC	478.40	
					25053	TEMP W/E 8/10 B&B	717.60	
4523	08/24/01	111.00	271 CARLSON, BRENT D., M.D., INC.		75084	JULY EXAMS	111.00	
4524	08/24/01	172.00	309 GOOD TIMES		75085	CAREER ADVANTAGE	172.00	
4525	08/24/01	663.31	316 WATSONVILLE AUTO SUPPLY		75154	REV VEH PARTS	663.31	
4526	08/24/01	456.28	319 SIX COUNTIES FIRE AND SAFETY		75086	ANNUAL FIRE EXT	456.28	
4527	08/24/01	3,000.00	333 WALTER THOMAS AND ASSOCIATES		75087	DIVERSITY TRAINING	3,000.00	
4528	08/24/01	20.00	349 CAPITOLA POLICE DEPT.		75155	SC 07-01-18	20.00	
4529	08/24/01	130.00	367 COMMUNITY TELEVISION OF		75088	MTG 7/20 TAPING	130.00	
4530	08/24/01	2,117.77	378 STEWART & STEVENSON		75089	REV VEH PARTS	518.69	
					75156	REV VEH PARTS	1,601.08	
4531	08/24/01	500.00	384 DIRECT SAFETY		75090	PARTS/SUPPLY 500	500.00	
4532	08/24/01	202.00	394 APPLIED DIGITAL SOLUTIONS		75091	PRINTER MAINTENANCE	202.00	
4533	08/24/01	45.00	440 RUNFOROFFICE.COM		75092	JULY-SEPT LOBBYING	45.00	
4534	08/24/01	494.86	461 VULTRON INC.		75093	OUT REPAIR REV VEH	494.86	
4535	08/24/01	1,933.57	480 DIESEL MARINE ELECTRIC		75094	REV VEH PARTS	1,933.57	
4536	08/24/01	78.93	486 BRENTON SAFETY, INC.		75095	SAFETY SUPPLIES	78.93	
4537	08/24/01	75.00	490 FASTRESPONSEON-SITE		75096	PROF/TECH SVC JULY'	75.00	
4538	08/24/01	20,653.84	500 PAIGE'S SECURITY SERVICES, INC		75097	JULY SECURITY SVCS	20,653.84	
4539	08/24/01	1,096.25	504 CUMMINS WEST, INC		75098	REV VEH PARTS	22.24	
					75099	REV VEH PARTS	198.96	
					75100	PARTS/SUPPLIES	875.05	
4540	08/24/01	194.87	510 ASCOM HASLER LEASING		75101	SEPT POSTAGE MACHINE	194.87	
4541	08/24/01	25.62	527 RECARO NORTH AMERICA, INC.		75102	REV VEH PARTS	25.62	
4542	08/24/01	79.85	534 CONTINUING EDUCATION OF BAR		75103	PREPARING FOR TRIAL	79.85	
4543	08/24/01	165.18	566 CALISTOGA SPRING WATER CO.		75104	JULY WATER - ADMIN	165.18	
4544	08/24/01	210.00	571 MONTEREY INFORMATION TECH.		75105	PROF/TECH SVC	210.00	
4545	08/24/01	508.04	578 K-LOG, INC.		75106	FURNITURE-OPS 436	508.04	
4546	08/24/01	291.96	580 BLOCK AND COMPANY, INC.		75107	DEPOSIT BAGS-OPS 218	291.96	
4547	08/24/01	900.00	581 WEST COAST PIPE LOCATORS		75108	LOCATE PLUMBING-OPS	900.00	
4548	08/24/01	22,141.00	582 TOYOTA OF SANTA CRUZ		75109	PRILUS HYBRID SEDAN	22,141.00	
4549	08/24/01	2,715.00	620 KSBW-TV		75110	JULY BROADCASTS	2,715.00	
4550	08/24/01	8,105.00	623 ROSSBERG ENGINEERING LTD.		75111	REV VEH PARTS 8105	8,105.00	
4551	08/24/01	41,746.48	633 PRUDENTIAL HEALTHCARE		75112	AUG DENTAL INSURANCE	41,746.48	
4552	08/24/01	24,126.87	647 GFI BENEFARE		75113	4 ELECT FAREBOXES	23,019.71	
					75114	FLASH CARDS - FLEET	293.13	
					75115	FREIGHT-RETURN FBOX	814.03	
4553	08/24/01	1,663.90	652 LEPORE ASSOCIATES		75116	INVESTIGATIVE SVCS	1,663.90	
4554	08/24/01	50.00	B001 AINSWORTH, SHERYL		75159	AUGUST BOARD MTGS	50.00	
4555	08/24/01	100.00	B002 ALMQUIST, JEFF		75160	AUGUST BOARD MTGS	100.00	

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

DATE: 08/01/01 THRU 08/31/01

CHECK NUMBER	CHECK M E	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
4556	08/24/01	100.00	B003		75161	AUGUST BOARD MTGS	100.00	
4557	08/24/01	50.00	B004		75162	AUGUST BOARD MTGS	50.00	
4558	08/24/01	100.00	B005		75163	AUGUST BOARD MTGS	100.00	
4559	08/24/01	50.00	B006		75164	AUGUST BOARD MTGS	50.00	
4560	08/24/01	50.00	B007		75165	AUGUST BOARD MTGS	50.00	
4561	08/24/01	50.00	B009		75166	AUGUST BOARD MTGS	50.00	
4562	08/24/01	100.00	B010		75167	AUGUST BOARD MTGS	100.00	
4563	08/24/01	50.00	B011		75168	AUGUST BOARD MTGS	50.00	
4564	08/24/01	39.43	E088		75117	EMP INCENTIVE-FLEET	39.43	
4565	08/24/01	160.00	E103		75118	NTI ORIENTATION	160.00	
4566	08/24/01	256.36	E205		75119	REIMBURSE DROP-A-DAY	256.36	
4567	08/24/01	130.00	M001		75120	SEPT MEDICAL PREMIUM	130.00	
4568	08/24/01	130.00	M002		75121	SEPT MEDICAL PREMIUM	130.00	
4569	08/24/01	65.00	K-03		75122	SEPT MEDICAL PREMIUM	65.00	
4570	08/24/01	65.00	M005		75123	SEPT MEDICAL PREMIUM	65.00	
4571	08/24/01	169.00	M006		75124	SEPT MEDICAL PREMIUM	169.00	
4572	08/24/01	122.00	M007		75125	SEPT MEDICAL PREMIUM	122.00	
4573	08/24/01	122.00	M008		75126	SEPT MEDICAL PREMIUM	122.00	
4574	08/24/01	339.00	M009		75127	SEPT EN.4 PREMIUM	339.00	
4575	08/24/01	122.00	M010		75128	SEPT MEDICAL PREMIUM	122.00	
4576	08/24/01	46.00	M011		75129	SEPT MEDICAL PREMIUM	46.00	
4577	08/24/01	46.00	M012		75130	SEPT MEDICAL PREMIUM	46.00	
4578	08/24/01	38.00	M013		75131	PET MEDICAL PREMIUM	38.00	
4579	08/24/01	242.00	M014		75157	REIMBURSE FDP INS	242.00	
4580	08/24/01	1,236.48	R357		75132	SETTLEMENT-CLAIM	1,236.48	
4581	08/24/01	1,038.14	R358		75158	SE 03-01-21	1,038.14	
4582	08/31/01	960.00	Z35		75315	CONSULTING SVCS	960.00	MANUAL
TOTAL		1,056,056.85	COAST COMMERCIAL BANK		TOTAL CHECKS	207	1,056,056.85	

MONTH OF AUGUST, 2001

DATE	DAY	BUS #	REASON
08/01/01	WEDNESDAY	8060G	Lift will not raise from platform position with electric wheelchair
08/01/01	WEDNESDAY	8065G	Lift will not stow
08/01/01	WEDNESDAY	8901G	Lift will not go all the way to the ground
08/03/01	FRIDAY	8060G	Lift is defective
08/04/01	FRIDAY	8106GR	Problem with barrier
08/09/01	THURSDAY	8050G	P/L barrier is stuck in down position
08/14/01	TUESDAY	8060G	W/C barrier does not come up with W/C on lift
08/17/01	FRIDAY	9826LF	Knob to tighten w/c straps is broken
08/21/01	TUESDAY	9809LF	Left side front right W/C S hooks will not spring back into holder
08/22/01	WEDNESDAY	8909G	Sidewalk sensor stops platform too high above sidewalk
08/22/01	WEDNESDAY	8909G	When barrier down activated w/load on platform, platform drops
08/24/01	FRIDAY	8910G	Lift won't lift an electric wheelchair
08/25/01	SATURDAY	8088F	When in stow mode & lower mode passenger lift shakes
08/27/01	MONDAY	9840G	Lift/Kneel problems
08/29/01	WEDNESDAY	8907G	Barrier does not go down with all switches used
08/29/01	WEDNESDAY	8920G	Kneel warning beeper (outside) is far too loud-ear piercing
08/30/01	THURSDAY	8085F	Does not leave "Kneel" mode
08/31/01	FRIDAY	8910G	W/C lift will not raise with electric chair on it

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

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

ACCESS IN AND OUT**AUGUST 2001****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	63	16	47	45	2	45	100%
GILLIG	48	14	34	17	17	17	100%
GMC	8	2	6	4	2	4	100%
CHAMPION	4	1	3	1	2	1	100%

BUS OPERATOR LIFT TEST *PULL-IN* (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	63	N/A	N/A	43	N/A	43	100%
GILLIG	48	N/A	N/A	7	N/A	7	100%
GMC	8	N/A	N/A	4	N/A	4	100%
CHAMPION	4	N/A	N/A	1	N/A	1	100%



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Pamela Lee Spires Received: 08/23/01 Claim #: 01-0020
Date of Incident: 07/31/01 Occurrence Report No.: N/A

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 *Mar&-et Gallagher*
Mar&-et Gallagher
DISTRICT COUNSEL

Date: August 27, 2001

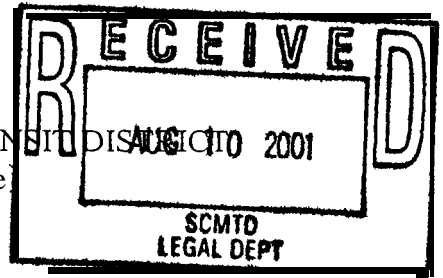
I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of _____, 2001.

Dale Carr
Recording Secretary

Date

MG/hp

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 01-0020



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: % & Lee-Spires

Claimant's Address/Post Office Box: 30 W Beach Street #402
Watsonville Calif 95076

Claimant's Phone Number: 831 728 2080

2. Address to which notices are to be sent: same

3. Occurrence: nearly hit bus

Date: July 31 2001 Time: 3:10pm Place: East Lake & main Street

Circumstances of occurrence or transaction giving rise to claim: while waiting to cross street a speeding bus came within less than a foot of me, almost hitting me.

in Watsonville. Driver had both hands off the wheel and up in the air like I did something wrong.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Already fearful of using any bus because of previous March 25 2001 accident. I was shaking so hard I almost vomited, and was in a state of shock.

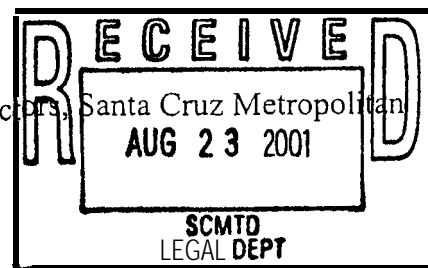
5. Name or names of public employees or employees causing injury, damage, or loss, if known: Bus Driver

6. Amount claimed now \$ 5000^{00/100}
Estimated amount of future loss, if known \$: unknown
TOTAL \$ 5000^{00/100}

7. Basis of above computations: Year and physical inability to put self in harm's way.

Pamela Lee-Spires
CLAIMANT'S SIGNATURE OR
COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

Aug 6 2001
DATE



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

GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

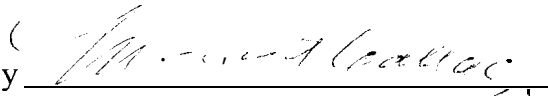
TO: Board of Directors

FROM: District Counsel

RE: Claim of: Vickie Ruelas Received: 09/05/01 Claim #: 01-0023
Date of Incident: 07/02/01 Occurrence Report No.: Misc01-12

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

- 1 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
DISTRICT COUNSEL

Date: September 6, 2001

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 _____, 2001.

Dale Carr
Recording Secretary

Date

MG/hp

1 Tab Mitchell, Esq. (SBN 118749)
2 THE MITCHELL LAW FIRM
3 32 1 First Street, Second Floor
4 Hollister, CA 95023
5 (408) 636-6 100

6 Attorney for Claimant
7 **VICKIE RUELAS**

8 Santa Cruz Metropolitan Transit
9 District's Board of Directors
10 370 Encinal Street, Suite 100
11 Santa Cruz, CA 95060

12 **NOTICE OF CLAIM**
13 **(Government Code Section 910)**

14 VICKIE RUELAS (hereinafter referred to as "Claimant") hereby makes a claim against THE
15 SANTA CRUZ METOPOLITAN TRANSIT DISTRICT. Jurisdiction rests in the Superior Court of
16 the State of California in and for the County of Santa Cruz. Claimant makes the following
17 statements in support of her claim:

18 1. Claimant's address is 227 Ponderosa Avenue, Watsonville, CA 95076.

19 2. Notices concerning the instant claim should be forwarded to Claimant's attorney,
20 TAB MITCHELL, Attorney at Law, at The Mitchell Law Firm, 321 First St., Hollister, CA 95023,
21 telephone number (83 1) 636-6 100.

22 3. The date and place of the occurrence giving rise to this claim was on July 2,200 1, at
23 8:40 a.m. on Route to 40 Davenport in Santa Cruz, County of Santa Cruz, State Of California.

24 4. The circumstances giving rise to this claim are as follows: At the above time and
25 place, claimant was getting on the bus when the driver closed the door on Claimant's wrist before
26 she had a chance to get on the bus. The unsafe operation of a Santa Cruz Metropolitan Transit
27 District has caused serious injuries and damages to Claimant.

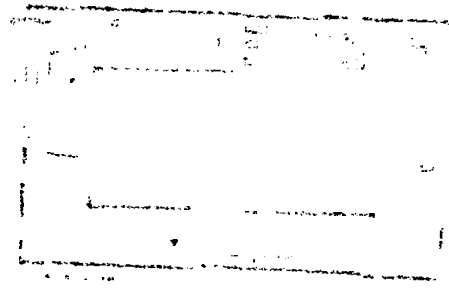
28 5. Claimant's injuries and damages were the result of the negligence of THE SANTA
CRUZ METROPOLITAN TRANSIT DISTRICT, and its respective agents, servants and/or

employees in the careless and negligent ownership and operation of the subject vehicle.

1 6. As a result of the above-described negligence of THE SANTA CRUZ
2 METROPOLITAN TRANSIT DISTRICT, the amount of the current claim is in excess of
3 \$1 0,000.00 and therefore rests in the jurisdiction of the Superior Court of the County of Santa Cruz.
4

5
6 Date: 8/30/01
7

Tab Mitchell
8 TAB MITCHELL
9 Attorney for Claimant
10 VICKIE RUELAS
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1 PROOF OF SERVICE BY MAIL

2 (Sections 1013a, 2015.5, Code of Civil Procedure)

3 I DECLARE THAT I AM EMPLOYED IN THE COUNTY OF SAN BENITO,
4 CALIFORNIA.

5 I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO THE WITHIN
6 ENTITLED CAUSE.

7 MY BUSINESS ADDRESS IS: 321 FIRST STREET, SECOND FLOOR, HOLLISTER,
8 CALIFORNIA, 95023.

9 ON 8/30, 2001, I SERVED THE ATTACHED NOTICE OF CLAIM
10 [GOVERNMENT CODE SECTION (910)] ON THE PARTY/PARTIES IN SAID CAUSE, BY
11 PLACING A TRUE COPY THEREOF ENCLOSED IN A SEALED ENVELOPE WITH
12 POSTAGE THEREON FULLY PREPAID, IN THE UNITED STATES MAIL AT HOLLISTER,
13 CALIFORNIA, ADDRESSED AS FOLLOWS:

14 Santa Cruz Metropolitan Transit
15 District's Board of Directors
16 370 Encinal Street, Suite 100
17 Santa Cruz, CA 95060

17 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
18 CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT THIS
19 DECLARATION WAS EXECUTED ON, 28/30, AT HOLLISTER,
20 CALIFORNIA.

21 
22 TAB MITCHELL, ESQ.
23
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GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: James C. Goates Received: 08/30/01 Claim #: 01-0022
Date of Incident: 08/27/01 Occurrence Report No.: SC 07-01-20

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

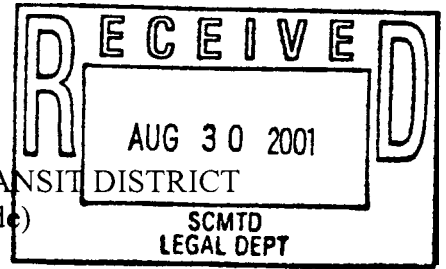
Date: September 6, 2001

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 _____, 2001.

Dale Carr
Recording Secretary

Date

MG/hp



CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 9 10 et Seq., Government Code)

Claim # SC 070120
01-0022

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: James Goates

Claimant's Address/Post Office Box: S/576 W 5th St

Claimant's Phone Number: 831-724-6487

2. Address to which notices are to be sent: 156 W. Fifth St Watsonville
CA 95076

3. Occurrence: _____

Date: 7-27-01 Time: Approx 5:05 Place: Mission St Santa Cruz CA

Circumstances of occurrence or transaction giving rise to claim: Santa Cruz City Bus Crossed over the line into my lane and clipped the front of my Semi causing damage to the Right Front Including The Front Bumper.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Cost of parts + labor to repair Semi and Income lost for the days it will be out of service for repairs as this is our livelihood. Approx \$550.00 per day.

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

6. Amount claimed now	\$3676.95
Estimated amount of future loss, if known	\$1650.00 <i>minimum</i>
TOTAL	\$5326.95

7. Basis of above computations: Based on Scotts Body Shop estimate and minimum 3 days of lost income on Semi while down for repair

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

8-28-01
DATE

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

GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

TO: Board of Directors
FROM: District Counsel
RE: Claim of: Isabel M. Carrasco Received: 09/07/01 Claim #: 01-0024
Date of Incident: 08/3 I/O 1 Occurrence Report No.: N/A

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 tiled.
- 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

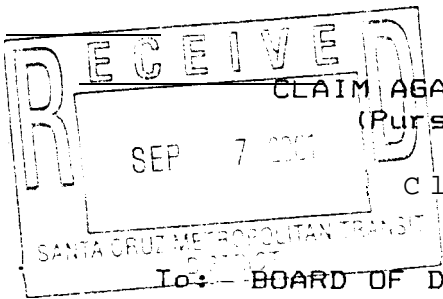
Date: September 10, 2001

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 _____, 200 1.

Dale Carr
Recording Secretary

Date

MG/hp



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

Claim Number: 01-0024
(****District Use Only****)

To: BOARD OF DIRECTORS, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ATT: SECRETARY TO THE BOARD OF DIRECTORS
~~230 Walnut Street~~ 370 ENCINAL
Santa Cruz, Ca 95060

1. Company Name or Claimant Name: ISABEL M. CARRASCO

Claimant's Address/Post Office Box: 622 BRIDGE ST
WATSONVILLE CA 95076
Claimant's Phone Number: (831) 722-2122

2. Address to which notices are to be sent: SAME AS ABOVE

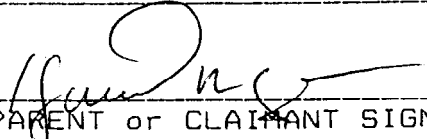
3. Occurrence: TRUCK RIPPED IN BUS WHEN WALKED OUT TO
START SHIFT NOTICED THAT
Date: 8/31/01 Time: 6:55AM Place: OPERATIONS -> BUS PARKING AREA
Circumstances of occurrence or transaction giving rise to
claim: REAR TIRE ON 98 TOYOTA 4 RUNNER WAS
SLASHED, NOT REPAIRABLE

4. General description of indebtedness, obligation, injury,
damage, or loss incurred so far as is known: TIRE DAMAGE
UNREPAIRABLE - HAD TO CALL TOW TRUCK TO TOW MY
VEHICLE TO WHEEL WORKS 220 FRONT ST SANTA CRUZ
TO GET NEW ONE TOTAL COST \$136.99
DAMAGE WAS DONE PURSUANTLY IN BUS PARKING AREA

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

6. Amount claimed now.....\$ 136.99
Estimated amount of future loss, if known....\$
TOTAL.....% 136.99

7. Basis of above computations: TOTAL PRICE OF NEW TIRE



PARENT or CLAIMANT SIGNATURE or
COMPANY REPRESENTATIVE'S SIGNATURE

9/3/01

DATE

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



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors
FROM: District Counsel
RE: Claim of: Pamela Lee Spires Received: 08/30/01 Claim #: 01-0019
Date of Incident: 01/00/01 Occurrence Report No. : N/A

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 tiled.
- 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

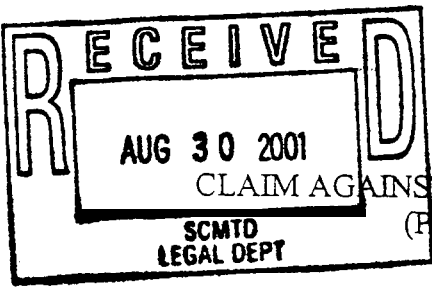
Date: August 30, 2001

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 _____, 2001.

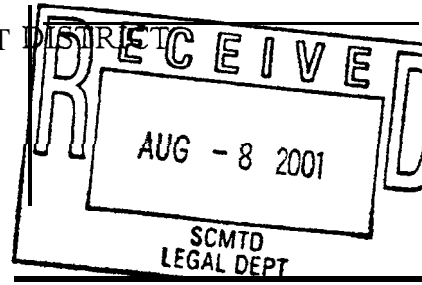
Dale Carr
Recording Secretary

Date

MG/hp



CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 01-0019



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Pamela Lee-Spires

Claimant's Address/Post Office Box: 30 W Beach Street #402
Watsonville Calif 95076

Claimant's Phone Number: 831 728 2080

2. Address to which notices are to be sent: same

3. Occurrence: _____

Date: Jan 2001 Time: 7:15 Am Place: Bus # 71

Circumstances of occurrence or transaction giving rise to claim: Bus driver incorrectly placed hook of safety belt on power arm of chair, to where wiring, tilt mechanism and brackets holding arm to chair were broken and torn off.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: went to metro offices and yard on River Street in Santa Cruz where the wiring and tilt mechanism were put back on with plastic bundle cords. Brackets were not repaired. Arms were

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

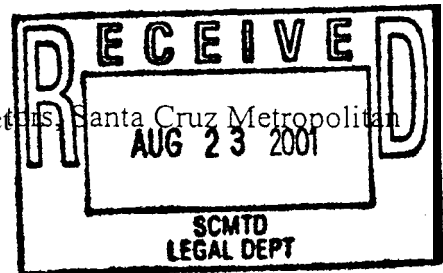
6. Amount claimed now.	\$	<u>500000</u>
Estimated amount of future loss, if known	\$	<u>unknown</u>
TOTAL	\$	<u>500000</u>

7. Basis of above computations: fearful of boarding any SCMTD bus because of reluctance to be harmed in any way.

Pamela Lee Spires

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

Aug 6 2001
DATE

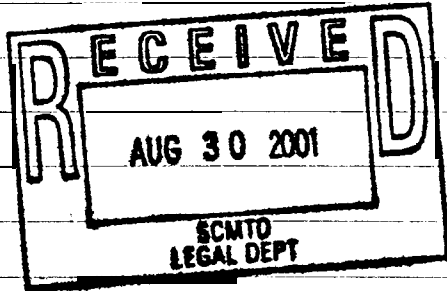


Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

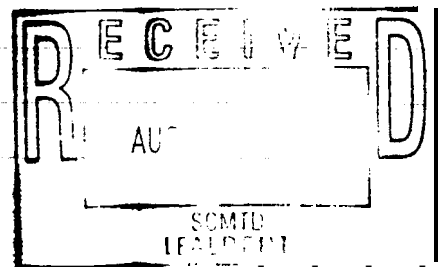
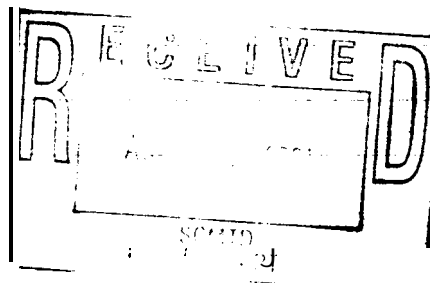
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To Who This may Concern,

I didn't file the January 2001 incident in January 2001 because I mistakenly assumed that it would be a singular incident. So as instructed by the claim denial letter of August 24, 2001, I am requesting a leave for presentation of a late claim. See sections 911.4 to 912.1, inclusive, and section 946.6 of the government code. Under these circumstances, leave to present a late claim should be granted. See section 911.6 of the government code.



Pamela Lee-Spires
30 W Beach St #402
Watsonville, Calif 95076
August 28, 2001
831) 728 2080



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 August 16, 2001 in Room 223 of the University Town Center, 1101 Pacific Avenue, Santa Cruz CA.

MASTF MEMBERS PRESENT: Sharon Barbour, Ted Chatterton, Connie Day, Shelley Day, Glen Eldred, Kasandra Fox, Michelle Hinkle, Daniel Kostelec, Ed Kramer, Deborah Lane, Jim Lewis, Brad Neily, Natima Neily, Rhianan Neily, Thom Onan, Ernestina Saldana, Barbara Schaller, Patricia Spence, John Wood and Lesley Wright.

METRO STAFF PRESENT:

Bryant Baehr, Operations Department Manager
Kim Chin, Planning and Marketing Department Manager
John Daugherty, Accessible Services Coordinator
David Konno, Facilities Maintenance Department Manager
Ian McFadden, Transit Planner
Tom Stickel, Fleet Maintenance Department Manager
Les White, General Manager

BOARD MEMBERS PRESENT:

Michelle Hinkle

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

- 1) MASTF strongly urges the Board and Management to obtain funding for the Talking Bus technology and establish a time line for installation of the technology in all buses.
- 2) MASTF requests that progress on the Talking Bus technology be evaluated periodically and reported to MASTF on a bi monthly basis.
- 3) MASTF approves of the revised Paratransit Rider's Guide.

RELEVANT ATTACHMENTS: B and D

***MASTF MOTIONS RELATED TO METRO MANAGEMENT**

- 1) MASTF strongly urges the Board and Management to obtain funding for the Talking Bus technology and establish a time line for installation of the technology in all buses.
- 2) MASTF requests that progress on the Talking Bus technology be evaluated periodically and reported to MASTF on a bi monthly basis.
- 3) MASTF approves of the revised Paratransit Rider's Guide.

I. CALL TO ORDER AND INTRODUCTIONS

Chairperson Kasandra Fox called the meeting to order at 2:07 p.m.

II. APPROVAL OF THE JULY 19, 2001 MASTF MINUTES

MASTF Motion: That the July 19, 2001 MASTF Minutes be approved as submitted.
M/S/PU: Barbour, Lane

III. AMENDMENTS TO THE AGENDA

John Daugherty noted that Michael Bradshaw should be added to the list of eligible voting members for this meeting. He also noted that the name of another person on that list at the top of the Agenda, Ike Jablon, had been misspelled. In response to a question from Thom Onan, Mr. Daugherty explained that Mr. Bradshaw was eligible to vote today because he had attended the meeting last month.

At the request of Sharon Barbour and Daniel Kostelec, Ms. Fox moved the New Business item "Discussion of Possible Changes to Transit Center at Capitola Mall" up the Agenda to follow Oral Communications and Correspondence.

IV. ORAL COMMUNICATION AND CORRESPONDENCE

Kim Chin reported that METRO was preparing to implement bi directional bus service on the UC Santa Cruz campus. He noted that a brochure summarizing the changes was being prepared. One sample bus schedule sign, with some lettering 10 inches high, was shown to the group to represent the signs that would be put up at bus shelters on the campus.

Ted Chatterton asked if the new Lower Bay bus route would always run counterclockwise. Ian McFadden responded that the new Route 19 (Lower Bay) will always run in reverse direction.

Mr. Daugherty described the following correspondence and articles of interest:

- 1) A July 20, 2001 letter to MASTF (Attachment A) from Ofelia Gomez Gratereaux. She suggests that cultural sensitivity be included in the training of bus operators to "help to get a better understanding and provide (better) services to the Santa Cruz County residents – passengers – (who) paid for these services."
- 2) A July 24, 2001 letter to United Transportation Union (UTU) Local 23 representative David Moreau from MASTF Vice Chair Deborah Lane. The letter (Attachment B) presented findings of an investigation prompted by Mr. Moreau's report to Ms. Lane that Ed Kramer had made "racist" comments during the Call Stop Committee meeting on July 18th. "After interviewing those individuals present at the July 18th meeting, reviewing the tape and consulting with other MASTF members," Ms. Lane wrote, "I find that the charge of racism is unfounded."
- 3) A July 25, 2001 letter to MASTF from Mr. Chin. The letter (Attachment C) was attached to the latest version of the Paratransit Rider's Guide.
- 4) Two articles from the July 25, 2001 edition of *Transit Access Report* (Attachment D) describing changes in bus and rail service in Chicago. The lead article from the nationally published *Report* on issues of accessibility in transportation is titled, "Improvements In Accessibility Pledged In Chicago Settlement."

Ms. Fox shared that, with the permission of a majority of the MASTF Executive Committee, she had written a letter (Attachment E) in response to a letter from Michael Edwards. She noted that she had sent the letter – responding to attacks against other MASTF members – to the same list of persons who received the letter from Mr. Edwards. She also noted that the response letter would be included in the packet for the September MASTF meeting.

Note: After the meeting, Ms. Fox requested that the letter from Mr. Edwards also be included.

4.1 Discussion of Possible Changes to Transit Center at Capitola Mall

Mr. Chin introduced Daniel Kostelec, building official for the City of Capitola, to the group. Mr. Chin noted that issues being considered included the accessibility of the transit center at the Mall and the location of the transit center.

Mr. Kostelec explained that he is responsible for enforcement of California Building Codes. He noted that recent remodeling at the Mall triggered requirements for access features such as the need for a “primary path of travel from the public way to the area that is being remodeled.” The recent remodeling includes the “change out” of the *Carl’s Jr.* restaurant and the work to prepare the space formerly occupied by *JC Penney* for *Macy’s*.

As work progressed, it was discovered that slopes and cross slopes at the current transit center were steeper than legal requirements. Mr. Kostelec organized a meeting between Mall Management, City of Capitola officials and METRO staff to identify problems and find realistic solutions. He noted that a second meeting – to include input from the Mall’s ADA consultant Michael Gibbens – was scheduled for next week.

Mr. Kostelec and Mr. Chin shared that METRO is funding survey work to verify the condition at the current transit center. The survey – to be carried out by the Bowman and Williams firm – will check locations such as the area between the front door of the Mall and the low end of Lane 2. “Once we have that information,” Mr. Kostelec noted, “then we’ll be able to talk more intelligently about solutions. Until we have actual measurements it’s very difficult to try and come up with effective solutions.” He added that the survey work might occur in the next month.

“I function as the building official,” Mr. Kostelec clarified, “where I’m there to affirm or confirm that someone has met the building codes. I don’t tell them necessarily how to meet the building codes.” He noted that he wanted to know from MASTF members “possible acceptable solutions to the non complying transit center condition out there.”

Highlights of discussion included:

- 1) Mr. Kramer asked if planners intended to have tactile signs at the transit center location. Mr. Kostelec responded that the suggestion seemed an appropriate requirement.
- 2) In response to questions from Mr. Daugherty, Mr. Kostelec noted that he and Mr. Daugherty had checked out paths of travel at the current transit center and inside the Mall at the “hub.” He noted that the Mall was in “a state of flux” due to remodeling. He shared that the Mall Management was interested in an alternative location for the transit center. He emphasized that no final determinations had been made.

- 3) Mr. Chin noted that one advantage of the current location of the transit center is that people are familiar with it. He emphasized that METRO wanted to know what MASTF and other groups wanted to see at the Mall. He noted that the Metro Users Group (MUG) had invited Mall Management to their next meeting. "Our intention," Mr. Chin shared, "is to do everything that we can to make the transit center accessible and to make it easy for our customers to use that location."
- 4) Brad Neily asked what contracts existed between the Mall and METRO. Les White responded that a maintenance agreement existed. Mr. White explained that the City of Capitola required the Mall to include a transit center. If the City of Capitola changed that requirement, a transit center would continue at the Mall's behest.
- 5) Mr. White shared some impressions from the first meeting organized by Mr. Kostelec. He noted that the Mall owners held a traditional view of bus transit at suburban Malls. "We are very fortunate to be where we are right now, to have that proximity to the entrance," he noted, "So I would have to admit that I'm very skeptical right now of pushing the Mall too hard, because I do not want to see us deboarding passengers on Clares Street. And (having you) just wading your way in, or dumping you off on 41st Avenue and saying, "Have a nice day". And I do believe, in listening to the Mall owners, that is what they would prefer."
- 6) Mr. Neily asked about the prospect of moving the transit center near the Food Court area of the Mall. He noted that the accessible restrooms and new store development are in the Food Court area. Mr. Kostelec responded that moving the transit could save money from a cost standpoint. He also shared that he had proposed moving the transit center to the backside in the past. He added that the residents of nearby Sommerfield Avenue have complained about noise from parking lot cleaning equipment.
- 7) Pat Spence asked if the bus traffic at the current transit center could be accommodated in the single lane near the Food Court entrance. Mr. Kostelec noted that that issue needed study. Ms. Spence also asked if the "awfully steep" path between the hub and the Food Court met slope requirements. Mr. Kostelec responded that the path was the exact maximum allowed by building code, 1:12.
- 8) Jim Lewis, member of the Santa Cruz County Commission on Disabilities, noted that the Commission had no objection to studying relocation of the transit center as long as accessibility requirements are met. He also offered praise to Mr. Kostelec. "I've been in a chair since 1974," Mr. Lewis shared, "I've been working on access things for all that time. And Daniel is the best building official in the State of California with respect to access. He is good."
- 9) MASTF members suggested that Ms. Fox send a letter (Attachment F) to invite Mall Management to the next MASTF meeting.

V. ONGOING BUSINESS

5.1 Status of Ridership Survey and Prioritization of Changes for Watsonville Bus Service

Mr. McFadden reported that the main focus for service planners right now is the Fall service change. He noted that surveys and other means to capture "latent demand" in Watsonville are being developed. He also noted that METRO had grant projects to help facilitate the work. He expected that the work would

proceed after the Fall service change. Ms. Spence asked if she or MASTF could help with survey and outreach work. "Yes," Mr. Chin responded, "We will be calling you."

5.2 Review of Paratransit Service Audit Progress & Revised Rider's Guide – Action Item

Mr. Chin reported that the METRO Board has deferred review of the Rider's Guide and ADA paratransit service area issues until September. He explained that the Guide is a "how to" document intended for riders and applicants of paratransit service. It will provide more detailed description of ADA paratransit than previous brochures. He also noted that METRO staff and a working group are reviewing a Request for Proposal (RFP) to secure recertification services. He added that METRO would come back to MASTF for suggestions on interview questions for individuals and organizations looking to bid on the contract for recertification services.

Mr. Chin began discussion of paratransit service area issues with background information. He shared that 90% of the current service area for ADA paratransit is within $\frac{3}{4}$ mile of fixed route bus service. There are five areas where the service area extends to 1 and $\frac{1}{2}$ miles from a bus route. He noted that the METRO Board has asked staff for options that "we can look at as a community." The Board is also interested in cost ramifications of current paratransit service.

Mr. Chin described four options:

- 1) Leave the paratransit service area as it is.
- 2) Change the service area to $\frac{3}{4}$ mile from fixed route bus service throughout the county.
- 3) Change the service area to $\frac{3}{4}$ mile from fixed route bus service throughout the county and evaluate the feasibility of Transportation Development Act (TDA) funding. Mr. Chin shared that the Elderly and Disabled Transportation Advisory Committee (E&D TAC) opposed the use of TDA funds in this option.
- 4) "Grandfather" people served in the five areas where paratransit service extends 1 and $\frac{1}{2}$ miles from fixed route bus service and evaluate for TDA funding.

Ms. Barbour expressed her concern that some persons living in the five areas where service extends 1 and $\frac{1}{2}$ miles from bus routes may have bought homes with the belief that they had access to ADA paratransit. "To suddenly be bereft of paratransit is problematic," she shared. She noted that the practice of grandfathering after legislative change is common. She also noted that MUG had supported this approach.

Two decisions emerged from discussion: The group concurred with the suggestion from Ms. Spence that paratransit service area discussion be deferred to the next MASTF meeting. And a Motion on the Rider's Guide was approved.

The following Motion to the METRO Board and Management emerged from discussion:

**MASTF Motion: MASTF approves of the revised Paratransit Rider's Guide.
M/S/C: Schaller, Spence (8 votes in favor, 1 opposed, 2 abstentions)**

VI NEW BUSINESS

6.1 Report on Progress of METRO Call Stop Committee (Deborah Lane and Ed Kramer)

Ms. Lane read aloud a report (Attachment G) that summarized recommendations from the Call Stop Committee. She noted that the Board was undecided about the use of Talking Bus technology and presented a Motion. After that Motion was discussed and approved Ms. Spence introduced a second Motion calling for bi monthly reports to MASTF on the progress with the Talking Bus technology.

The following two Motions to the METRO Board and Management were approved:

**MASTF Motion: MASTF strongly urges the Board and Management to obtain funding for the Talking Bus technology and establish a time line for installation of the technology in all buses.
M/S/PU: Lane, Kramer**

**MASTF Motion: MASTF requests that progress on the Talking Bus technology be evaluated periodically and reported to MASTF on a bi monthly basis.
M/S/PU: Spence, C. Day**

Bryant Baehr reported that one recommendation to be considered by the Board—a training program for bus operators – could be implemented with feedback from MASTF. There were two options he was now reviewing: one involved use of the existing Verification of Transit Training (VTT) sessions required by State law. Use of the VTT would take nine months to complete training. A second option could be development of a training curriculum that could be completed by December.

Barbara Schaller expressed interest in working with a group of seniors to monitor bus operator performance with call stops. She noted that it was suggested to her that rewards for monitors (bus passes) and bus operators (free dinner coupons) could be part of this approach with approval from MASTF and the Board.

6.2 Discussion of Possible Changes to Transit Center at Capitola Mall

This item was discussed after Oral Communication and Correspondence.

6.3 Prioritization of MASTF Projects (Sharon Barbour)

Ms. Barbour circulated a numbered list of projects (Attachment H) that she had composed. She suggested that the list be included in the next MASTF packet. She also suggested that MASTF members review the list and prepare for discussion of it at either the September or October MASTF meeting.

6.4 Discussion of Possible Revisions to MASTF By Laws: Category of Persons Eligible to Vote on MASTF Business

Ms. Fox began discussion by noting that one intention of a By Laws change would be to clarify that Metro employees and METRO Board members could participate, but not vote, during MASTF meetings. Mr. Daugherty noted that if the group approved the concept of the By Laws change today, draft language could be in the packet for discussion during the MASTF meeting next month. Mr. White

pointed out that the definition of compensation used to exclude voting privilege would probably be worded in such a way as not to exclude members of the MASTF Executive Committee (who receive bus passes) from their voting privileges.

The following Motion to MASTF membership emerged from discussion:

**MASTF Motion: To request draft By Laws language that accepts the concept that persons receiving compensation from METRO do not have voting privileges.
M/S/C: Barbour, Lane (1 abstention)**

Note: Draft language (Attachment I) is part of the September MASTF meeting packet.

MASTF COMMITTEE REPORTS

6.5 Training and Procedures Committee Report

Lesley Wright reported that fieldwork sessions involving MASTF members, Michael Mawson and the new bus operators would occur on:

Saturday August 18
Wednesday August 22
Thursday August 23

She described fieldwork as practical experience for new bus operators on boarding and deboarding passengers. She noted that Pop Papadopulo would have more information next month.

6.6 Bus Service Committee Report (Sharon Barbour)

No report.

a) Preliminary Presentation of Service Planning Proposals – Action Item

Mr. McFadden distributed a list (Attachment J) of preliminary service change ideas. He emphasized that items on the list were under consideration and have not been approved. He explained that there would be no “cost items” for awhile and that changes would be made to make “service more understandable and rational.” He described the items on the list and answered questions from the group.

6.7 Bus Stop Improvement Committee Report

David Konno reported that two problems were emerging with the new metal bus stop shelters: Trash accumulation at the shelters and vandalism of the clear acrylic panels. Mr. Konno noted that more trash cans and a different pick up schedule were being used to deal with trash.

He explained that METRO was trying two methods to fight vandalism and he wanted input from MASTF on those methods. One method involved use of perforated metal in the shelter structure. Another method involved “fog” panels. He shared that examples of these methods could be seen at the bus stops near Soquel Avenue and San Juan. Mr. Chatterton asked if the shadow of a passenger could be seen through the fog panel. After Mr. Konno responded “Yes”, Mr. Chatterton noted that visibility through the fog panel made it “sufficient”.

6.8 Paratransit Services Committee Report (Pat Spence)

a) Report on “Living the Paratransit Experience” Training

“The ‘Living the Paratransit Experience’ concluded on August 7th,” Ms. Spence reported, “I think the project was a real success and that it was an eye opener to Management and Board as to what the actual experience was riding on paratransit. If I can use a quote from a Clint Eastwood movie, they found out, ‘The Good, The Bad and The Ugly’.

“There are two things that are left to be finished: One is a survey that needs to be completed by the Committee. This is something to be sent out to the Committee so they can write (up) various aspects of it. And ... there are members of the Board who indicated they wanted to have a group discussion about what they experienced.”

Mr. White shared that he has heard from Board and staff that the riding experience had been “very helpful.” He noted that the timing of the training is perfect because it coincided with work on changes in policies and other aspects of paratransit service. He also noted that the Board wants to discuss the training during its workshop session on September 14th. “If it’s “The Good, The Bad and The Ugly””, he added, “I saw the bad and the ugly, and I’m looking for the good.”

Ms. Spence noted that one purpose of the training had been to look at positive approaches to improve paratransit service. She shared that one of her main considerations has been “enforcement provisions.” Ms. Barbour asked if the training could be requested for new Board members and Management. Ms. Spence responded that issue would be reviewed in the survey with the Committee.

b) Report on Paratransit Service Area Discussion – Action Item

This item was deferred until next month.

OTHER REPORTS

6.9 Paratransit Update

- a) ADA Paratransit Update
- b) Transportation Advocacy (Thom Onan)

No report on the two items above.

6.10 Elderly and Disabled Transportation Advisory Committee Report (Brad Neily)

Mr. Neily reported that, following up on the MASTF Motion two months ago, MASTF representatives met with E&D TAC representatives to discuss areas of concern (Attachment K). He thanked METRO Counsel Peggy Gallagher for her assistance in educating persons on the issues. He asked Mr. White to convey his appreciation to Ms. Gallagher and then thanked METRO Management for use of the conference room at the METRO administrative offices. He also passed along thanks to Tim Fitzmaurice for facilitating the meeting.

Mr. Neily also reported that the group discussed areas of collaboration between MASTF and E&D TAC during the “productive and very positive” meeting. For example, discussion of pedestrian access issues (such as access to the Soquel Avenue Bridge, the Soquel Drive at 41st Avenue area and the paths of

travel between the Pleasant Care facility and bus stops in Live Oak) led to recognition that sidewalks and access to sidewalks is a transportation issue.

Mr. Neily also noted that delineation between the roles of MASTF and E&D TAC was discussed. He quoted the section from METRO's Paratransit Implementation Plan that identifies MASTF as the paratransit advisory body for METRO. He noted that there was agreement that the E&D TAC By Laws would reference the Implementation Plan. Mr. Neily believed that meeting participants left discussion "feeling that there was room for continued discussion, continued collaboration on these kinds of access issues related to transportation in general."

6.11 U.T.U. Report

6.12 S.E.I.U. Report

No reports on the two items above.

6.13 Next Month's Agenda Items

Discussed: Capitola Mall, possible MASTF By Laws amendment language, prioritization of MASTF projects, update on training proposal and action on paratransit service area discussion.

VII ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

M/S/PU: Barbour, Neily

NOTE: NEXT MASTF MEETING IS: Thursday September 20, 2001 from 2:00-4:00 p.m., in Room 223 of the University Town Center, 1101 Pacific Avenue, Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday September 14, 2001 at 9:00 a.m. at the S.C.M.T.D. Administrative Offices, 370 Encinal Street in Santa Cruz, CA.

NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday September 21, 2001 at 9:00 a.m. at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Santa Cruz Metropolitan Transit District

Minutes-Metro Users Group

August 15, 2001

The Santa Cruz Metropolitan Transit District Metro Users Group met at 2:17 p.m., Wednesday, August 15, 2001, at the District's Encinal Conference Room, 370 Encinal Street, Suite 100, Santa Cruz.

MEMBERS PRESENT

Bruce Gabriel, Chair
Sharon Barbour, MASTF
G. Ted Chatterton, Transit User
Michelle Hinkle, Alternate Board Member
David Moreau, UTU
Carolyn O'Donnell, SC TMA
Barbie Schaller, Seniors Council

VISITORS PRESENT

None

SCMTD STAFF PRESENT

Ian McFadden, Transit Planner
Bryant Baehr, Operations Manager
Kim Chin, Planning & Marketing Mgr.
David Konno, Fac. Maint. Manager
Tom Stickel, Fleet Maint. Manager

MUG MOTIONS TO METRO BOARD OF DIRECTORS

1. MUG recommends reducing the ADA Paratransit Service Area to $\frac{3}{4}$ mile, grandfathering in everyone currently receiving service as long as they pass recertification and looking into the utilization of TDA funds for non-ADA eligible services.
2. MUG supports Staff's recommendation to keep the location of the Capitola Mall Transit Center and the service provided there as is.

MUG MOTIONS TO METRO MANAGEMENT

None.

1. **CALL TO ORDER AND INTRODUCTION**

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

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

**ACTION: MOTION: Sharon Barbour
SECOND: Barbara Schaller**

ADD CAPITOLA MALL AS AN EMERGENCY ITEM TO THIS AGENDA

Motion passed unanimously.

This will become Item #7d of this agenda.

4. **CONSENT AGENDA**

- a) Receive and Accept July Meeting Minutes:
(Attached)
- b) Monthly Attendance Report
(Attached)
- c) Review of Minutes of Board of Directors Meeting
(Attached)

**ACTION: MOTION: Sharon Barbour
SECOND: Barbara Schaller**

APPROVE CONSENT AGENDA

Motion passed unanimously.

5. **ON-GOING ITEMS**

5a) Review of Board Agenda Items

Kim Chin announced that the ADA Paratransit Service Area and the Paratransit Policy and Procedures Manual are being deferred to the September Board Agenda.

5b) Review of *Headways* Redesign Issues

Kim reported that major improvements will begin with the Winter issue, which will be discussed at next month's MUG meeting. The Fall issue comes out on Thursday, September 13, 2001 and will feature Bi-Directional Service on the cover. It will have some minor improvements including larger font sizes and the maps and schedules will be easier to find and use.

5c) Service and Planning Update

Ted Chatterton inquired about getting downtown from the Westside on weekdays by 7:00 a.m. Ian acknowledged that the inability to get anywhere before 7:00 a.m. is a problem in many areas, not just the Westside. This is one of the many things on the District's "To do" list, and it is a "Cost" item.

Ian McFadden then handed out "Winter 2001 Service Concepts" which will become part of these minutes. This is a list of items the District is considering for the Winter Bid and they do not require funds to implement. Kim emphasized that Service Proposal for the next 2 years will be the District looking at existing routes to determine efficiencies and deficiencies. There will not be a lot of additions to service, rather existing service will be shifted around to be more efficient, matching hours to the demand and saving money where possible. Any new service in the next year or two will come from cost savings elsewhere. Ian then briefly described and/or fully explained most of these items on the list as the committee asked him questions. Ian explained that over the next few years, probably beginning next year, service will start earlier and end later, eventually having all night service in certain areas such as the University. Bryant Baehr stated that since funding has already been spent and there is no more funding left for improvements, there will be a noticeable shift in focus. The district will step back and take a look at services to see what is working and what isn't. The new fareboxes provide valuable data including how many passengers there are on each route. Staff is working with surveyors to target unproductive routes and redirect service to where it is needed. Ian explained that that is the difficult part and the process includes bringing the ideas to MUG to get the committee's input.

CAROLYN O'DONNELL ARRIVED AT 2:30 P.M.

Sharon Barbour suggested to make weekday and weekend fixed route times consistent and to have the deadhead Boulder Creek routes end in Scotts Valley or Felton to generate some revenue, since the buses are already traveling empty in that direction and this would not cost the district anything.

Ted Chatterton asked if there was a time limit for how long a bus can wait for transfers. Ian explained that when a passenger needs to transfer, the driver can radio ahead to let the other driver know and generally the time limit the bus waits is 3 minutes, although they are not required to. To improve radio communication, Bryant is looking at moving a radio transmitter to Mt. Polanski.

5d) Marketing

Kim reported that the 1st phase of the TV commercials on channels 46 and 8 for the Spring & Summer have received positive feedback. In a couple of months, they will end and the 2nd phase will begin. Those commercials will be targeted more to specific products or lines such as the Highway 17 reverse commute, ADA issues and other things the District wants to promote. Media coverage will be expanded to include cable. Staff met with an AT&T Cable representative today to run approximately 4,800 ads on Community Channel 24. Transit District messages will be run during the live telecasts of the different community meetings. Also included in media coverage will be KMST, the Latino station covering Monterey and Santa Cruz Counties, to ensure diverse coverage on transit issues. The District is also negotiating with a very well known company to develop a METRO jingle. This company has done jingles for companies including Ford, United Airlines, and Burger King. Typically, something like this would cost \$30-\$40K for one jingle, but Staff is negotiating for something a lot less – probably \$5-\$6K that will cover 3 years. This is a continuation of the Phase 1 commercials, designed to develop a credible image for the District. A variation of the jingle will promote METRO ParaCruz.

As requested by the Board, Staff is meeting with Obie Media Advertising next week to discuss options of switching from decals to frames for advertising on buses and the financial impact it would have on the District. There is one more year in the contract with Obie Media.

Kim reported that starting this fall, the District will be providing Bi-Directional service to UCSC and a local graphic designer will design materials to clearly communicate route information. David is working with UCSC to install new color-coded signage on campus. The signs will have 10" route numbers and will be placed on top of the shelters to provide clear identification. Also, there will be a handout for students, faculty, staff, and bus riders that will be like a very condensed *Headways* for just the campus routes. There will also be customer service staff on site to help with trip planning.

5e) Cabrillo College

Carolyn O'Donnell reported that the Cabrillo Transportation Management Plan has been adopted by their Board of Trustees, and TMA is going to help put it in motion including:

- ◆ A one-page handout of route information for campuses.
- ◆ Transit information is available when calling in.
- ◆ Transit information and a link to METRO's website when registering online.
- ◆ Transit information will be in in-house publications, including *The Voice*, and new student orientation packets.
- ◆ Twice a year a publication including a Transit coupon sheet will go out to continuing students.
- ◆ Student Services is working on using student ID's with a decal as bus passes.
- ◆ Discounts for early bus pass purchase and discounts at area businesses such as the bookstore or the cafeteria.
- ◆ Promoting college ridership in television spots.
- ◆ Bryant and Carolyn will be meeting with the Director of the Watsonville campus next week to discuss bus service for that location.

David reported that the District is working with Cabrillo to put up shelters at their turnouts. They are behind schedule with the construction of their shelters so the District may loan them some so they will have them when the Fall semester starts.

5f) Bus Procurement

Bryant reported that Fleet Maintenance Manager, Tom Stickel and Assistant General Manager, Mark Dorfman will be traveling to Winnepeg, Canada for a pre-production meeting on the 8 CNG buses. It is projected that the buses will arrive between February and April 2002.

6. UPDATES

6a) ADA Recertification/Audit

Kim Chin acknowledge the efforts of the working group including The MUG Chair, the Paratransit Services Chair of MASTF, the Chair of E&D TAC, John Daugherty, himself and a consultant, who helped develop and refine the Paratransit Rider's/Customer's Guide and Policy & Procedure Manual. The Customer's Guide is complete and the Policy & Procedure Manual is currently being worked on. Both of these documents will be presented to the Board in September for review.

Kim then reported that several options for the ADA Service Area are going to be presented to the Board. These options are:

1. Continue to operate with no changes to the ADA Service Area, which means having a $\frac{3}{4}$ mile boundary for about 90% of the service area and then a $1\frac{1}{2}$ mile boundary in 5 exception areas.
2. Establish a $\frac{3}{4}$ mile boundary everywhere.
3. Establish a $\frac{3}{4}$ mile boundary everywhere plus look into TDA funding to bridge transportation between ADA and Non-ADA trips. (E&D TAC does not support the use of TDA funding for Non-ADA trips).
4. Grandfather in everyone who is currently in the $1\frac{1}{2}$ mile area, provided they are existing customers and currently qualify for ADA trips.

Chair Bruce Gabriel believes that the purpose of TDA funding is to cover Non-ADA funded trips. Sharon Barbour suggested that any current riders that will be excluded by a change in the ADA Service Area be given at least a one-year notice if they are not going to be grandfathered in. Kim explained that Staff does not have a position on this issue other than presenting the options to the Board for direction.

ACTION: **MOTION:** **Sharon Barbour**
 SECOND: **Barbara Schaller**

MUG RECOMMENDS REDUCING THE ADA PARATRANSIT SERVICE AREA TO $\frac{3}{4}$ MILE, GRANDFATHERING IN EVERYONE CURRENTLY RECEIVING SERVICE AS LONG AS THEY PASS RECERTIFICATION AND LOOKING INTO THE UTILIZATION OF TDA FUNDS FOR NON-ADA ELIGIBLE SERVICES.

Motion passed unanimously.

6b) Bus Stop Signs

Deferred to next month.

6c) MetroBase

Deferred to next month.

7. NEW BUSINESS

7a) Call Stop Committee Report

Bryant Baehr reported that the Call Stop Committee met 5 times and then he briefly reviewed the five Committee recommendations being made to the Board. The Call Stop Committee Recommendations are attached as part of these minutes.

Barbie Schaller reported that Assistant General Manager, Mark Dorfman, requested her to organize seniors to assist in evaluating and recognizing bus operator call stop compliance. So far, there are about 20 seniors participating. Beginning in September, these seniors will have free bus passes for 3 months to take as many trips as they can. They will receive lists of stops that need to be called out and monitor whether the driver calls them out. When the drivers do call them all, the driver will be acknowledged with a reward of a dinner out or something similar. The details are still being worked out.

7b) Members in MUG

Deferred to next month.

7c) Children on Buses

Deferred to next month.

7d) Capitola Mall

Kim Chin reported that the District has received notification that the Capitola Mall was considering looking at the ADA accessibility of the mall transit center and evaluating the feasibility of moving the transit center to the back of the mall. Kim further stated that when Staff attended a meeting with mall representatives, they were told the mall feels that bus riders are really not shoppers, and that the mall views transit as a deterrent rather than an improvement or addition to the mall. Staff communicated to mall representatives that those comments were unacceptable. The City of Capitola has indicated they are very supportive of transit and want it at the mall where it is now. Daniel Kostelec, City of Capitola Building Official, is going to be at the MASTF meeting on August 19, 2001.

ACTION: MOTION: Carolyn O'Donnell
SECOND: Barbara Schaller

MUG SUPPORTS STAFF'S RECOMMENDATION TO KEEP THE LOCATION OF THE CAPITOLA MALL TRANSIT CENTER AND THE SERVICE PROVIDED THERE AS IS.

Motion passed unanimously.

Staff was asked to draft a letter inviting the Capitola Mall Management to attend the next MUG meeting.

8. **OPEN DISCUSSION**

9. **ADJOURNMENT**

The meeting adjourned at 4:00 p.m.

Respectfully submitted,

Cindi Thomas
Administrative Secretary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Elisabeth Ross, Manager of Finance
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JULY 2001, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of August 1 - 31, 2001.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$1,651,193 or \$92,048 over the amount of revenue expected to be received during the first month of the fiscal year, based on the final budget.
- Total operating expenses for the year to date, in the amount of \$2,012,968, are at 6.4% of the final budget.
- A total of \$195,300 has been expended through July 31st for the FY 01-02 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 01-02 budget as of July 31, 2001. The fiscal year is 8.3% elapsed.

A. Operating Revenues

Revenues are \$92,048 over the amount projected to be received for the period. Sales tax revenue is \$95,100 ahead of budget projections due to a higher advance than projected. Variances are explained in the notes following the report.

B. Operating Expenses

Day to day operating expenses for the year to date (excluding grant-funded programs, capital transfers and pass-through programs) total \$2,012,968 or 6.4% of the final budget, with 8.3% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$195,300 has been expended on the Capital Improvement Program. The largest expenditure was for the Engine Repower Project in the amount of \$157,926.

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 July 2001, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - JULY 2001**

Operating Revenue	FY 01-02 Budgeted for Month	FY 01-02 Actual for Month	FY 01-02 Budgeted YTD	FY 00-01 Actual YTD	FY 01-02 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 284,528	\$ 283,355	\$ 284,528	\$ 273,585	\$ 283,355	\$ (1,173)	
Paratransit Fares	\$ -	\$ 524	\$ -	\$ -	\$ 524	\$ 524	
Special Transit Fares	\$ 43,502	\$ 38,189	\$ 43,502	\$ 42,290	\$ 38,189	\$ (5,313)	
Highway 17 Revenue	\$ 65,891	\$ 68,479	\$ 65,891	\$ 63,785	\$ 68,479	\$ 2,588	
<i>Subtotal Passenger Rev</i>	\$ 393,921	\$ 390,547	\$ 393,921	\$ 379,660	\$ 390,547	\$ (3,374)	See Note 1
Advertising Income	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	\$ 14,000	\$ -	
Other Aux Transp Rev	\$ 1,000	\$ 1,226	\$ 1,000	\$ 959	\$ 1,226	\$ 226	
Rent Income	\$ 11,229	\$ 13,731	\$ 11,229	\$ 10,629	\$ 13,731	\$ 2,502	
Interest - General Fund	\$ 97,472	\$ 94,016	\$ 97,472	\$ 102,614	\$ 94,016	\$ (3,456)	
Non-Transportation Rev	\$ 150	\$ 4,573	\$ 150	\$ 768	\$ 4,573	\$ 4,423	
Sales Tax Income	\$ 1,038,000	\$ 1,133,100	\$ 1,038,000	\$ 988,600	\$ 1,133,100	\$ 95,100	See Note 2
TDA Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MBUAPCD Funding							
Other Local Funding	\$ -		\$ -			\$ -	
State Guideway Funding	\$ -		\$ -			\$ -	
Other State Funding							
FTA Op Asst - Sec 5303	\$ -		\$ -			\$ -	
FTA Op Asst - Sec 5307	\$ -		\$ -			\$ -	
FTA Op Asst - Sec 5311	\$ -		\$ -			\$ -	
Other Federal Grants							
Other Revenue							
Total Operating Revenue	\$ 1,555,772	\$ 1,651,193	\$ 1,555,772	\$ 1,483,230	\$ 1,651,193	\$ 92,048	

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY-JULY 2001

	FY 01-02 Final Budget	FY 01-02 Revised Budget	FY 00-01 Expended YTD	FY 01-02 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 590,330	\$ 590,330	\$ 39,640	\$ 41,202	7.0%	
Finance	\$ 544,423	\$ 544,423	\$ 35,613	\$ 39,289	7.2%	
Planning & Marketing	\$ 928,464	\$ 928,464	\$ 59,980	\$ 60,082	6.5%	
Human Resources	\$ 472,659	\$ 456,659	\$ 23,632	\$ 20,073	4.4%	
Information Technology	\$ 355,728	\$ 355,728	\$ 22,136	\$ 26,665	7.5%	
District Counsel	\$ 317,568	\$ 317,568	\$ 16,028	\$ 21,988	6.9%	
Facilities Maintenance	\$ 1,033,696	\$ 1,023,696	\$ 70,417	\$ 73,528	7.2%	
Paratransit Program	\$ 147,345	\$ 147,345	\$ -	\$ -	0.0%	See Note 3
Operations	\$ 1,883,433	\$ 1,883,433	\$ 130,848	\$ 150,802	8.0%	
Bus Operators	\$ 11,273,632	\$ 11,273,632	\$ 809,660	\$ 923,432	8.2%	
Fleet Maintenance	\$ 3,883,760	\$ 3,870,760	\$ 227,248	\$ 289,599	7.5%	
Retired Employees Benefits	\$ 433,892	\$ 433,892	\$ 30,840	\$ 33,458	7.7%	
Total Personnel	\$ 21,864,930	\$ 21,825,930	\$ 1,466,042	\$ 1,680,118	7.7%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 604,207	\$ 604,207	\$ 49,201	\$ 57,854	9.6%	See Note 4
Finance	\$ 524,400	\$ 524,400	\$ 120,584	\$ 140,545	26.8%	See Note 5
Planning & Marketing	\$ 219,901	\$ 219,901	\$ 2,230	\$ 16,113	7.3%	
Human Resources	\$ 105,117	\$ 120,617	\$ 8,383	\$ 10,578	8.8%	See Note 6
Information Technology	\$ 122,125	\$ 122,625	\$ 10,903	\$ 8,177	6.7%	
District Counsel	\$ 159,405	\$ 159,405	\$ 4,701	\$ 2,996	1.9%	
Facilities Maintenance	\$ 489,234	\$ 499,234	\$ 18,699	\$ 29,051	5.8%	
Paratransit Program	\$ 3,445,805	\$ 3,445,805	\$ 39,150	\$ 46,637	1.4%	See Note 7
Operations --	\$ 435,240	\$ 435,240	\$ 10,874	\$ 15,157	3.5%	
Bus Operators	\$ 6,040	\$ 6,040	\$ -	\$ 183	3.0%	
Fleet Maintenance	\$ 3,633,153	\$ 3,646,153	\$ 109,747	\$ 147,285	4.0%	
Op Prog/SCCIC	\$ 2,445	\$ 2,445	\$ -	\$ -	0.0%	
Prepaid Expense	\$ -	\$ -	\$ (123,375)	\$ (141,726)	0.0%	See Note 8
Total Non-Personnel	\$ 9,747,070	\$ 9,786,070	\$ 251,097	\$ 332,850	3.4%	
Subtotal Operating Expense	\$ 31,612,000	\$ 31,612,000	\$ 1,717,139	\$ 2,012,968	6.4%	
Grant Funded Studies/Programs	\$ 70,000	\$ 70,000	\$ -	\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
Total Operating Expense	\$ 31,682,000	\$ 31,682,000	\$ 1,717,139	\$ 2,012,968	6.4%	
YTD Operating Revenue Over YTD Expense				\$ (361,775)		

**CONSOLIDATED OPERATING EXPENSE
JULY 2001**

	FY 01-02 Final Budget	FY 01-02 Revised Budget	FY 00-01 Expended YTD	FY 01-02 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 5,838,840	\$ 5,838,840	\$ 418,893	\$ 490,424	8.4%	See Note 9
Operators Overtime	\$ 1,001,812	\$ 1,001,812	\$ 46,620	\$ 74,077	7.4%	
Other Salaries & Wages	\$ 6,297,182	\$ 6,258,182	\$ 348,776	\$ 434,773	6.9%	
Other Overtime	\$ 254,900	\$ 254,900	\$ 21,755	\$ 36,650	14.4%	See Note 10
	\$ 13,392,734	\$ 13,353,734	\$ 836,045	\$ 1,035,925	7.8%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 124,935	\$ 124,935	\$ 8,058	\$ 10,465	8.4%	See Note 11
PERS Retirement	954,700	\$ 954,700	\$ 61,687	\$ 71,010	7.4%	
Medical Insurance	\$ 2,056,360	\$ 2,056,360	\$ 154,549	\$ 150,990	7.3%	
Dental Plan	\$ 507,311	\$ 507,311	\$ 36,780	\$ 38,279	7.5%	
Vision Insurance	\$ 114,499	\$ 114,499	\$ 8,696	\$ 8,899	7.8%	
Life Insurance	\$ 60,639	\$ 60,639	\$ 8,529	\$ 8,740	14.4%	See Note 12
State Disability Ins	\$ 137,494	\$ 137,494	\$ 7,049	\$ 10,586	7.7%	
Long Term Disability Ins	\$ 499,190	\$ 499,190	\$ 61,457	\$ 67,865	13.6%	See Note 13
Unemployment Insurance	\$ 27,692	\$ 27,692	\$ 305	\$ 469	1.7%	
Workers Como	\$ 1,438,541	\$ 1,438,541	\$ 71,551	\$ 71,129	4.9%	
Absence w/Pay	\$ 2,522,426	\$ 2,522,426	\$ 209,985	\$ 203,970	8.1%	
Other Fringe Benefits	\$ 28,408	\$ 28,408	\$ 1,348	\$ 1,798	6.3%	
	\$ 8,472,195	\$ 8,472,195	\$ 629,996	\$ 644,193	7.6%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 325,220	\$ 325,220	\$ 155	\$ 29	0.0%	
Prof/Legis/Legal Services	\$ 376,400	\$ 363,600	\$ 6,171	\$ 7,677	2.1%	
Temporary Help	\$ 19,340	\$ 58,340	\$ 6,972	\$ 13,700	23.5%	See Note 14
Uniforms & Laundry	\$ 34,496	\$ 34,496	\$ -	\$ 364	1.1%	
Security Services	\$ 277,438	\$ 277,438	\$ 722	\$ 1,025	0.4%	
Outside Repair - Bldgs/Eqmt	\$ 195,261	\$ 195,261	\$ 8,737	\$ 10,863	5.6%	
Outside Repair - Vehicles	\$ 272,600	\$ 272,600	\$ 11,052	\$ 8,080	3.0%	
Waste Disp/Ads/Other	\$ 168,947	\$ 181,747	\$ 5,506	\$ 11,070	6.1%	
	\$ 1,669,702	\$ 1,708,702	\$ 39,316	\$ 52,808	3.1%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 300	\$ 300	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,297,605	\$ 3,297,605	\$ 39,150	\$ 43,710	1.3%	See Note 7
	\$ 3,297,905	\$ 3,297,905	\$ 39,150	\$ 43,710	1.3%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,881,130	\$ 1,881,130	\$ 78,177	\$ 73,255	3.9%	
Tires & Tubes	\$ 160,000	\$ 160,000	\$ 9,546	\$ 10,964	6.9%	
Other Mobile Supplies	\$ 8,500	\$ 8,500	\$ -	\$ 115	1.4%	
Revenue Vehicle Parts	\$ 745,000	\$ 745,000	\$ 14,560	\$ 25,370	3.4%	
Inventory Adjustment			\$ (31,207)			
	\$ 2,794,630	\$ 2,794,630	\$ 71,075	\$ 109,704	3.9%	

**CONSOLIDATED OPERATING EXPENSE
JULY 2001**

	FY 01-02 Final Budget	FY 01-02 Revised Budget	FY 00-01 Expended YTD	FY 01-02 Expended YTD	YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 19,522	\$ 19,522	\$ 2,048	\$ 1,949	10.0%	See Note 15
Printing	\$ 113,031	\$ 113,031	\$ 24	\$ 2,916	2.6%	
Office/Computer Supplies	\$ 76,495	\$ 76,495	\$ 3,841	\$ 2,592	3.4%	
Safety Supplies	\$ 31,713	\$ 31,713	\$ 1,027	\$ 343	1.1%	
Cleaning Supplies	\$ 86,556	\$ 86,556	\$ 912	\$ 1,793	2.1%	
Repair/Maint Supplies	\$ 77,404	\$ 77,404	\$ 1,748	\$ 3,727	4.8%	
Parts, Non-Inventory	\$ 58,000	\$ 58,000	\$ 2,798	\$ 2,865	4.9%	
Tools/Tool Allowance	\$ 23,467	\$ 23,467	\$ 629	\$ 766	3.3%	
Promo/Photo Supplies	\$ 19,355	\$ 19,355	\$ 102	\$ 65	0.3%	
	\$ 505,543	\$ 505,543	\$ 13,126	\$ 17,017	3.4%	
UTILITIES	\$ 335,310	\$ 335,310	\$ 6,515	\$ 22,810	6.8%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 215,200	\$ 215,200	\$ 10,676	\$ 12,591	5.9%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 3,016	\$ 2,269	2.3%	
Repairs to Prop	\$ 11,750	\$ 11,750	\$ 258	\$ (145)	0.0%	See Note 16
Prof/Other Services	\$ 30,000	\$ 30,000	\$ 1,410	\$ 466	1.6%	
	\$ 356,950	\$ 356,950	\$ 15,359	\$ 15,180	4.3%	
TAXES	\$ 45,280	\$ 45,280	\$ 4,627	\$ 2,456	5.4%	
MISC EXPENSES						
Dues & Subscriptions	\$ 46,093	\$ 58,593	\$ 4,149	\$ 14,531	24.8%	See Note 17
Media Advertising	\$ 50,000	\$ 37,500	\$ 846	\$ 167	0.4%	
Employee Incentive Program	\$ 15,892	\$ 15,892	\$ (95)	\$ -	0.0%	
Training	\$ 45,615	\$ 45,615	\$ 1,398	\$ (225)	-0.5%	
Travel & Local Meetings	\$ 74,354	\$ 74,354	\$ 2,756	\$ 1,501	2.0%	
Other Misc Expenses	\$ 13,500	\$ 13,500	\$ 861	\$ 799	5.9%	
	\$ 245,454	\$ 245,454	\$ 9,915	\$ 16,773	6.8%	
OTHER EXPENSES						
Leases & Rentals	\$ 566,298	\$ 566,298	\$ 52,015	\$ 52,392	9.3%	See Note 18
Transfer to Capital	\$ -	\$ -	\$ -	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 566,298	\$ 566,298	\$ 52,015	\$ 52,392	9.3%	
Total Operating Expense	\$ 31,682,000	\$ 31,682,000	\$ 1,717,139	\$ 2,012,968	6.4%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 00-01 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Program Budget	Expended in July	YTD Expended
	□		
Grant Funded Projects			
Consolidated Operating Facility	\$ 7,948,083	\$ 16,818	\$ 16,818
Urban Bus Replacement	\$ 7,439,939		
Engine Repower Project	\$ 3,037,000	\$ 157,926	\$ 157,926
ADA Paratransit Vehicles	\$ 149,000		
Computer System	\$ 135,000		
CNG Facilities for SCM, Ops	\$ 400,000		
	\$ 19,109,021		
District Funded Projects			
Bus Stoo Imorvements	\$ 379,000	\$ 444	\$ 444
ADA Recertification Program	\$ 65,000		
Ridecheck Upgrade Project	\$ 40,000		
Facilities Repair & Improvements	\$ 84,000	\$ 6,579	\$ 6,579
Machinery/Equipment Repair/Impr	\$ 67,700		
Non-Revenue Vehicle Replacement	\$ 219,000		
Off ice Equipment	\$ 5,000		
IT Projects	\$ 225,000	\$ 13,533	\$ 13,533
Automated Telephone Info System	\$ 35,000		
Foothill Bus Improvements	\$ 171,000		
SVTC Tenant Improvements	\$ 9,000		
Metro Center Improvements	\$ 20,000		
Reserve for CNG Conversion	\$ 462,000		
Contingency for District Funded Projects	\$ 1,070		
	\$ 1,782,770		
TOTAL CAPITAL PROJECTS	\$ 20,891,791	\$ 195,300	\$ 195,300
CAPITAL FUNDING SOURCES	Budget	Received in July	YTD Received
Federal Capital Grants	\$ 13,382,417		
State Capital Grants	\$		
STA Funding	\$ 1,401,134		
Local Capital Grants	\$ 100,000		
Transfer from Operating Budget	\$		
District Reserves	\$ 5,759,740	\$ 195,300	\$ 195,300
Transfer from Bus Stop Improvement Reserve	\$ 248,500		
TOTAL CAPITAL FUNDING	\$ 20,891,791	\$ 195,300	\$ 195,300

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

1. Passenger fares (farebox and pass sales) are \$1,173 or 0.4% under the final budget amount for the year to date. Paratransit fares are \$524 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 \$5,313 or 14% under the budgeted amount. UCSC contract revenue is \$2,686 or 9.8% below budget and \$1,385 less than one year ago. Cabrillo College contract revenue is \$2,081 or 26.7% below budget and \$2,493 less than last July. Employer bus pass program revenue is \$546 below budget and \$223 less than one year ago. Highway 17 Express revenue is \$2,588 or 4% over the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first month of the fiscal year by a net \$3,374 or 0.8%.
2. Sales tax income is \$95,100 or 9% over budget for the first month of the fiscal year due to a higher monthly advance than projected.
3. Paratransit program personnel expense is at zero for the year-to-date since program staff has not yet been hired.
4. Administration non-personnel expense is at 9.6% of the budget due to the annual payment of APTA dues.
5. Finance non-personnel expense is at 26.8% of the budget due to the annual payment of insurance premiums.
6. Human Resources non-personnel expenses are at 8.8% of the budget due to payments for temporary help to cover vacant staff positions.
7. Paratransit program expense is only at 1.4% of the budget because the July billing was not submitted by the contractor by the report deadline. If the July payment was included, year-to-date expense would be at approximately 7% of the budget.
8. 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.
9. Operators wages are at 8.4% of the budget due to the hiring of extra Bus Operator trainees to provide for later attrition.
10. Other overtime is at 14.4% of the budget due to high overtime costs in Facilities Maintenance (to cover employee absences), Operations (due to assignment of an extra Transit Supervisor to the Bus Operator training class), and Fleet Maintenance (to cover employee absences, to complete campaigns, to bring the Foothill buses on line and to cover parts staffing on weekends).

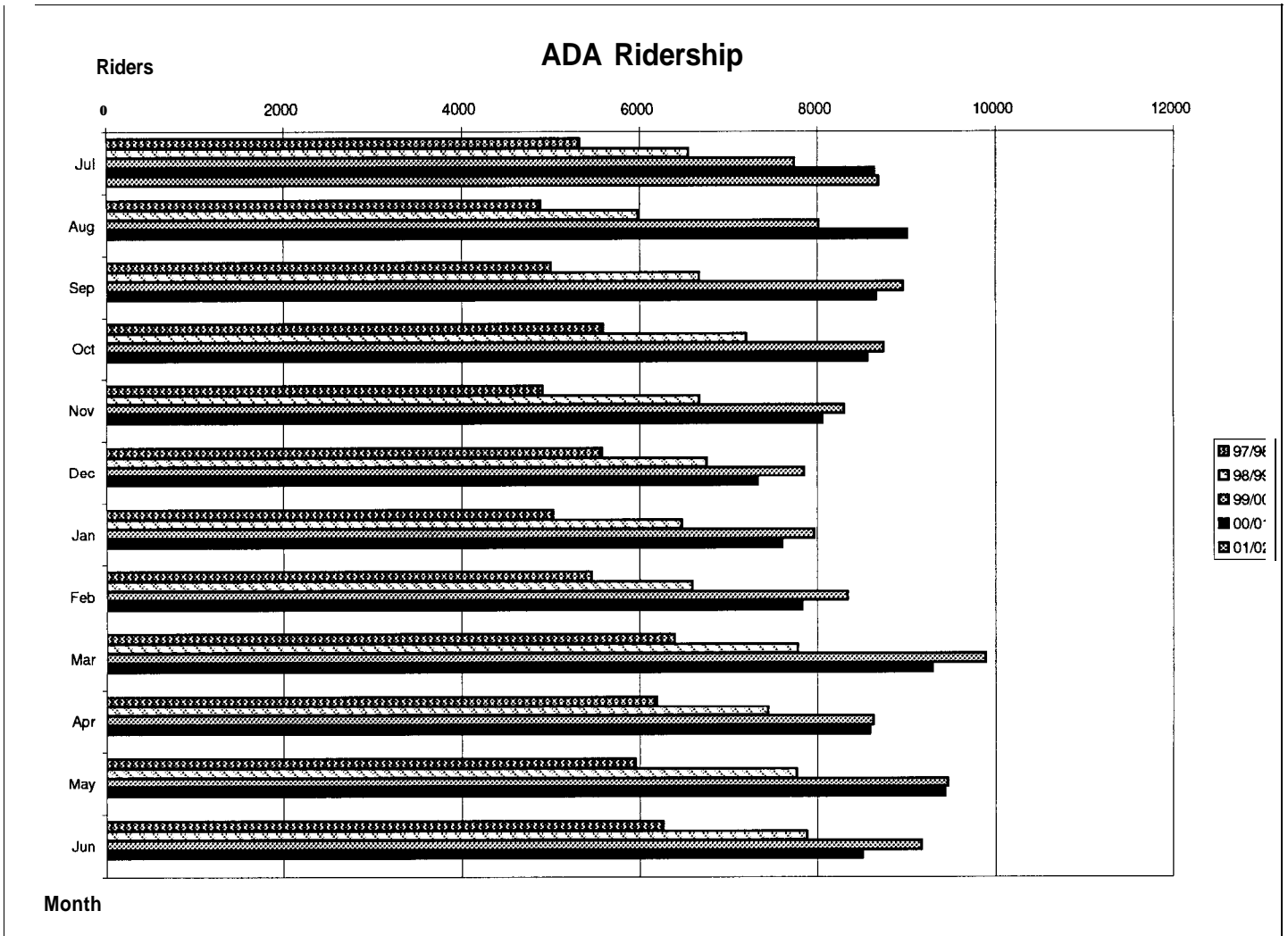
11. Medicare/social security expense is at 8.4% of the budget due to the hire of temporary workers who require social security contributions greater than the projected amount.
12. Life insurance is at 14.4% of the budget due to the payment of July and August premiums in July.
13. Long-term disability insurance is at 13.6% of the budget due to the payment of July and August premiums in July.
14. Temporary help is at 23.5% of the budget due to hire of temporary workers during recruitment of new employees in the departments of Human Resources and Facilities Maintenance.
15. Postage/mailing and freight expense is at 10.0% of the budget due to volume purchases of postage and shipping charges.
16. 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 have been applied for the year to date, but some repairs have yet to be charged to the account.
17. Dues and subscriptions are at 24.8% of the budget due to the annual payment for the APTA PT2 program.
18. Leases and rentals are at 9.3% of the budget due to the annual payment of the Greyhound lease at Metro Center.

**FY 00-01 BUDGET TRANSFERS
8/1/01 - 8/31/01**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 02-001			
TRANSFER FROM:	1300-509081	Advertising - District Promo	\$ (12,500)
TRANSFER TO:	1300-509011	Dues & Subscriptions	\$ 12,500
REASON:	To cover cost of APTA PT 2 Program.		
TRANSFER # 02-002			
TRANSFER FROM:	1400-501021	Other Salaries	\$ (6,000)
TRANSFER TO:	1400-503041	Temporary Help	\$ 6,000
REASON:	To cover account overruns in Temporary Help for the Human Resources Department.		
TRANSFER # 02-003			
TRANSFER FROM:	4100-501021	Other Salaries	\$ (13,000)
TRANSFER TO:	4100-503041	Temporary Help	\$ 13,000
REASON:	To cover costs for 2 Sweepers through 12/31/01 for the Fleet Maintenance Department.		
TRANSFER # 02-004			
TRANSFER FROM:	1400-503031	Professional/Tech Services	\$ (12,800)
TRANSFER TO:	1400-503034	Employment Exams	\$ 12,800
REASON:	To provide for all employment exams in the appropriate account for the Human Resources Department.		
TRANSFER # 02-005			
TRANSFER FROM:	1400-501021	Other Salaries	\$ (10,000)
TRANSFER TO:	1400-503041	Temporary Help	\$ 10,000
REASON:	To cover cost of account overruns in the Human Resources Department.		
TRANSFER # 02-006			
TRANSFER FROM:	1400-509121	Employee Training	\$ (500)
TRANSFER TO:	1500-509121	Employee Training	\$ 500
REASON:	To move funds for Database Management System training to the IT Department.		
TRANSFER # 02-007			
TRANSFER FROM:	2200-501021	Other Salaries	\$ (10,000)
TRANSFER TO:	2200-503041	Temporary Help	\$ 10,000
REASON:	To cover temporary help for absent employee in the Facilities Maintenance Department.		

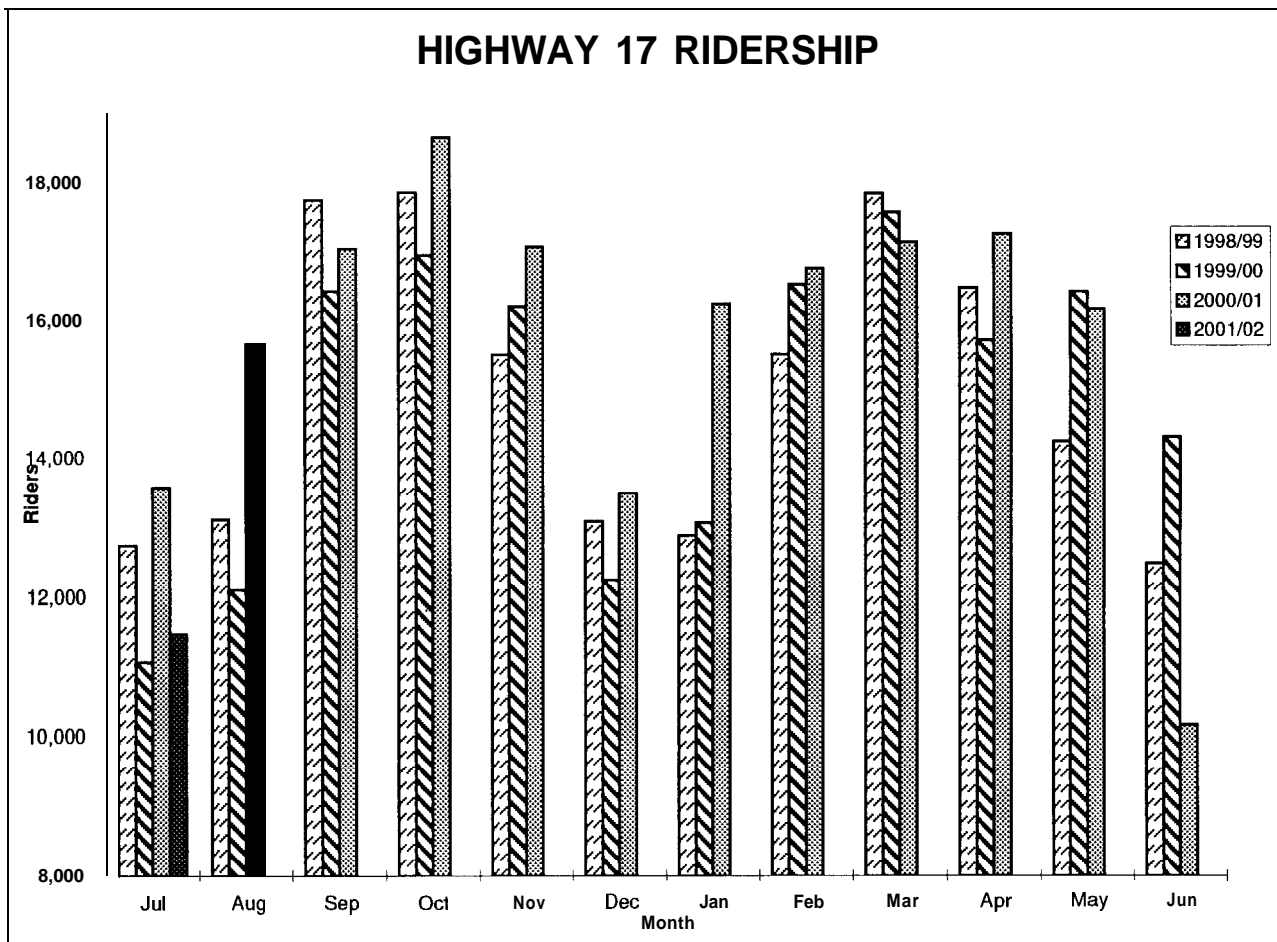
ADA Paratransit Program Monthly Status Report

	This July	Last July	% Change	This YTD	Last YTD	% Change
Cost	\$ 209,486	\$ 196,759	6.5%	\$ 209,486	\$ 196,759	6.5%
Revenue	\$17,374	\$17,288	0.5%	\$17,374	\$17,288	0.5%
	12	\$179,471	7.0%	\$192,112	\$179,471	7.0%
Passengers	\$198,682	8,644	0.5%	8,687	8,644	0.5%
Cost/Ride	\$24.11	\$22.76	6.5%	\$24.11	\$ 22.76	6.5%
Subsidy/Ride	\$22.11	\$20.76	6.5%	\$22.11	\$20.76	6.5%
Operating Ratio	8.3%	8.8%	-5.6%	8.3%	8.8%	-5.6%
% Rides on Taxi	68.2%	68.5%	-0.5%	68.2%	68.5%	-0.5%
Program Registrants	8,867	7,610	16.5%	8,867	7,610	16.5%
Rides/Registrant	1.0	1.1	-13.7%	1.0	1.1	-13.7%



HIGHWAY 17 -JULY 2001

	July			YTD		
	2000/01	1999/00	%	2000/01	1999/00	%
FINANCIAL						
Cost	\$ 111,211	\$ 99,718	11.5%	\$ 111,211	\$ 99,718	11.5%
Farebox	\$ 25,748	\$ 27,853	(7.6%)	\$ 25,748	\$ 27,853	(7.6%)
Operating Deficit	\$ 85,464	\$ 71,865	18.9%	\$ 85,464	\$ 71,865	18.9%
Santa Clara Subsidy	\$ 42,732	\$ 35,933	18.9%	\$ 42,732	\$ 35,933	18.9%
METRO Subsidy	\$ 42,732	\$ 35,933	18.9%	\$ 42,732	\$ 35,933	18.9%
San Jose State Subsidy	\$ -	\$ -		\$ -	\$ -	
STATISTICS						
Passengers	11,460	13,568	(15.5%)	11,460	13,568	(15.5%)
Revenue Miles	31,421	29,925	5.0%	31,421	29,925	5.0%
Revenue Hours	1,222	1,164	5.0%	1,222	1,164	5.0%
PRODUCTIVITY						
Cost/Passenger	\$ 9.70	\$ 7.35	32.0%	\$ 9.70	\$ 7.35	32.0%
Revenue/Passenger	\$ 2.25	\$ 2.05	9.4%	\$ 2.25	\$ 2.05	9.4%
Subsidy/Passenger	\$ 7.46	\$ 5.30	40.8%	\$ 7.46	\$ 5.30	40.8%
Passengers/Mile	0.36	0.45	(19.6%)	0.36	0.45	(19.6%)
Passengers/Hour	9.38	11.66	(19.6%)	9.38	11.66	(19.6%)
Recovery Ratio	23.2%	27.9%	(17.1%)	23.2%	27.9%	(17.1%)



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
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 decreased by 17.3% in July 2001 compared to July 2000. July 2001 was the first full month using the GFI electronic farebox program. Staff is analyzing the data to determine if the billing numbers are accurate.
- Staff / faculty billable trips increased by 41.4% in the month of July 2001 versus July 2000.

III. DISCUSSION

Full school-term transit service to the University of California – Santa Cruz starts on September 19, 2001. Attached are charts detailing student and faculty / staff billable trips. A summary of the results is as follows:

- Student billable trips for the month of July 2001 were 16,123 vs. 19,484 for July 2000.
- Faculty / staff billable trips for the month of July 2001 were 9,247 vs. 6,539 for July 2000.
- Student billable trips decreased by 17.3% and faculty billable trips increased by 41.4%.

July 2001 was the first full month electronic farebox operation. Staff used the ridership numbers from the electronic fareboxes to produce the billing report for UCSC. Staff is working with GFI and the District's IT Department to resolve this issue. It is anticipated that the method used to bill UCSC for student ridership was flawed. If this is the case, a revised bill will be sent to UCSC. Staff should have this issue resolved by the next billing date. At the October board meeting staff will report on the findings.

Bi-directional service is starting on September 17, 2001. Construction is 95% complete. A route test was conducted on August 28, 2001 with very positive results. The only issue remaining centers on the lower bookstore stop. Two (2) tree limbs need to be removed and two (2) benches need to be relocated. UCSC TAPS is coordinating with the construction company for the change.

The Mission Street Widening Project Stage 2 - from Otis to Bay Street construction is nearing completion. Minor delays will occur in September but should be resolved by mid-October 2001.

IV. FINANCIAL CONSIDERATIONS

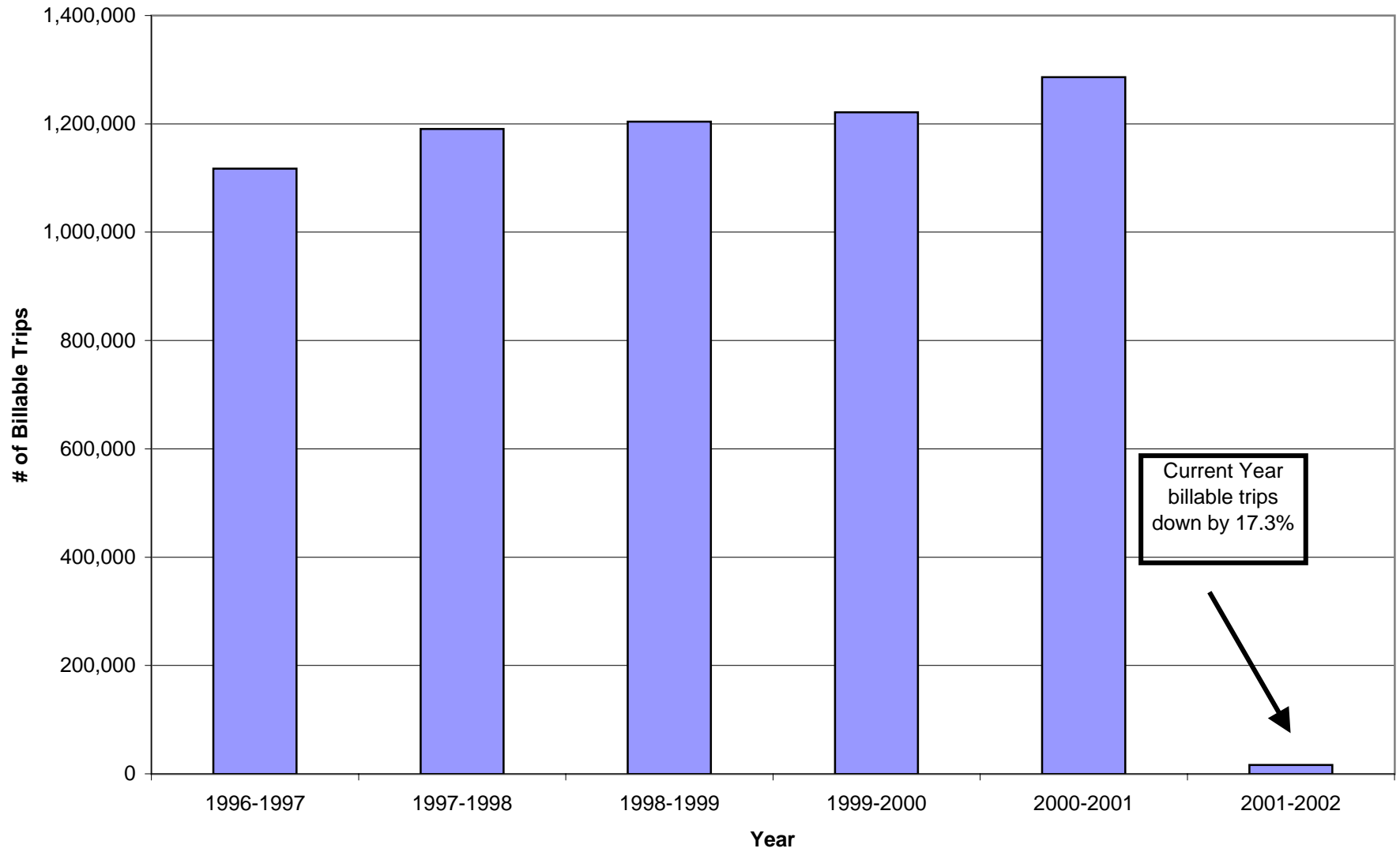
NONE

V. ATTACHMENTS

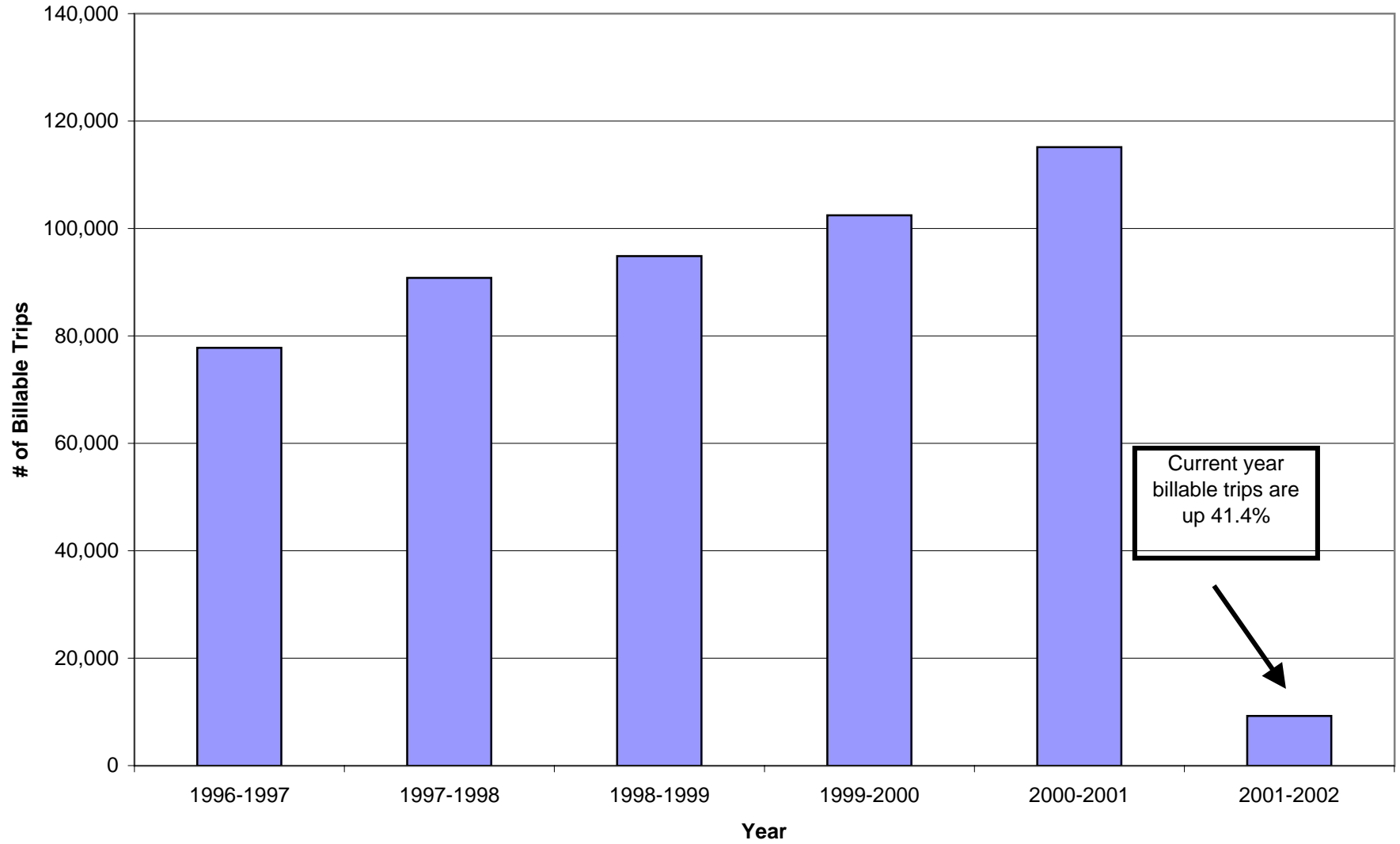
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: ACCEPT AND FILE STATUS ON CALL STOP ISSUE PROGRESS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On August 17, 2001 the Board of Directors adopted a series of action items relating to call stops.
- Listed below is an update on each of the action items.

III. DISCUSSION

On August 17, 2001 the Board of Director adopted a series of action items relating to call stops. This report will detail the status of those items.

Action items:

Recommend that the Board of Directors move to obtain funding for and arrange for the purchase of the "Talking Buses" technology as soon as possible and provide a timeline for when the technology might be in place.

- The General Manager and Assistant General Manager are working on obtaining the funding. Several potential sources have been identified. Staff will report to the Board of Directors on a monthly basis and MASTF Executive Committee on a bi-monthly basis concerning funding progress and implementation schedule.

Recommend that the expanded list of call stops be implemented as soon as possible, and that an assessment be arranged through FTA, or some other source, to ensure that the list meets the ADA requirements.

- The call stop list adopted by the Board of Directors on August 17, 2001 has been distributed to the bus operators with instructions on ADA compliance. District Counsel was advised by Easter Seals to send the call stop list to the Office of Civil Rights for a compliance review. The information for the Office of Civil Rights is currently being collected and it is anticipated that it will be submitted by the end of September.

Recommend that the public be informed of the changes to call stops and that the changes be advertised as soon as possible through Headways and other sources of advertising.

- The Marketing Department is currently working on internal posters, notification of the press and information for the public. It is anticipated that this will be completed by the end of September.

Recommend that the bus stop signage be delegated to the Bus Stop Advisory Committee with the request for participation from John Wood (Doran Center for the Blind) for input.

- Completed. The Bus Stop Advisory Committee has been advised to address is issue.

Recommend that a bus operator training program be implemented as soon as possible in order to create awareness of the need for ADA compliance.

- A meeting was held on September 5, 2001 with several members of the call stop committee to discuss training techniques. Research is also being conducted with national consultants, other transit systems and local / internal resources. It is anticipated that the training will start in mid-October and be completed by the end of December.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: **ACCEPT AND FILE STATUS REPORT ON THE INVESTIGATION OF BIODIESEL AS AN INTERIM FUEL**

I. RECOMMENDED ACTION

This is a status report only, no action required at this time.

II. SUMMARY OF ISSUES

- In January 2001, the Board of Directors selected the alternate fuel path in compliance with regulations issued by the California Air Resources Board (CARB).
- On May 23, 2001, the Board of Directors instructed staff to investigate the feasibility of using biodiesel as an interim fuel to meet CARB requirements.
- In June 2001, District staff reported to the Board of Directors their initial findings regarding using biodiesel as an interim fuel.
- Southwest Ohio Regional Transit Authority (SORTA) has operated several test sessions with B20 biodiesel.

III. DISCUSSION

The January 2001 decision by the METRO Board of Directors to pursue an alternate fuel path is an irrevocable choice to comply with CARB regulations related to transit fleets. One of the requirements of these regulations is the July 1, 2002 implementation deadline for the use of 15 parts per million (ppm) ultra low sulfur diesel fuel, "green diesel". Use of "green diesel" helps reduce exhaust emissions. The Board of Directors instructed staff to investigate the use of biodiesel as a possible interim fuel to meet CARB regulations. Biodiesel is a blend of methyl/ethyl ester-based oxygenates, derived from a variety of sources, primarily soy, and mixed with petroleum diesel fuel.

Cincinnati Metro (SORTA) has obtained a grant to operate a portion of their fleet with B20 biodiesel. The grant will allow the fleet to operate for an approximate six (6) week period on the blended fuel. Previous experiments with B20 made from virgin soy at SORTA have revealed that the buses operate without any significant issues other than having to change fuel filters more frequently. Experiments with biodiesel made from recycled fry oil were not as successful, due to increased filter clogging issues.

According to an article in the August 20, 2001 issue of Passenger Transport, Ohio is fifth in the nation in soybean production. Cincinnati Metro indicates that the price of blended fuel has declined, and is now costing about eight cents per gallon more than plain clean diesel. SORTA

at this time intends to continue working with their fuel vendor to gain more operating experience with B20 blended fuel.

Staff is recommending that investigation continue regarding the use of biodiesel as an interim fuel, including its potential for acceptable compliance with CARB regulations

IV. FINANCIAL CONSIDERATIONS

Pricing for 80/20 biodiesel locally remains at the same level as the June 2001 report, with an acquisition cost of approximately thirty to forty percent more per gallon than METRO pays for regular diesel.

V. ATTACHMENTS

ATTACHMENT A: Article From Passenger Transport, August 20, 2001 Issue.

Soy Biodiesel Provides Power to Cincinnati Buses

With the help of a Congestion Mitigation/Air Quality grant from U.S. DOT, the Southwest Ohio Regional Transit Authority in Cincinnati is introducing the use of “biodiesel B20,” a blend of regular diesel and soy-based diesel substitute, in its buses. World Energy Alternatives will supply Cincinnati Metro with Envirodiesel brand biodiesel, a product manufactured in part from Ohio-grown soybeans.

“Biodiesel will help us cut pollution without reducing engine power or mileage,” explained Metro General Manager Paul Jablonski.

The move also demonstrates a commitment to the region’s soybean farms. Ohio is fifth in the nation in soybean production, according to the Ohio Soybean Council.

Earlier this year, the U.S. Department of



Cincinnati Metro General Manager Paul Jablonski, left, toasts the system’s use of soy-based biodiesel fuel with a champagne glass filled with soy milk.

Energy’s Clean Cities program declared biodiesel America’s fastest-growing alternative fuel. In addition, a recent U.S. Department of Agriculture report suggested that increased demand for soy-based products such as biodiesel would help boost the income of U.S. farmers.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 14, 2001

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AMENDING ALL SANTA CRUZ METRO TENANT LEASES TO REFLECT A RECALCULATION OF TRASH COSTS BASED ON SQUARE FOOTAGE OF SPACE

I. RECOMMENDED ACTION

Approve amending all Santa Cruz Metro Tenant Leases to Reflect a Recalculation of Trash Costs based on square footage of space.

II. SUMMARY OF ISSUES

- Recently, the City of Santa Cruz increased their fees for garbage pick-up. Additionally, the Santa Cruz Metro Center's amount of garbage increased dramatically. These two factors have caused a major increase in the costs for garbage pick-up at the Santa Cruz Metro Center.
- A proposal is being made to recalculate the tenant's share of this cost, based on the percentage of square footage of each kiosk or space at the Metro Center. Each tenant would pay a percentage of the whole garbage bill that directly corresponds to the percentage of the square footage of space they occupy at the Center.
- The proposal also changes the percentage paid by the Santa Cruz Metropolitan Transit District from 50% to 74.3%, thus absorbing more of the trash cost and making it more reasonable for the tenants to run their businesses at the Metro Center.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District operates transit centers in Santa Cruz, Watsonville and Scotts Valley. These centers' primary function is to provide and facilitate transportation services. As a result, there are costs associated with this function, which are solely generated by the transit users, regardless of the businesses operated at the centers. Lighting, security, and garbage costs are generated because of the volume of people who frequent the centers.

Recently, the City of Santa Cruz increased the fees for garbage service in the City of Santa Cruz which services the Santa Cruz Metro Center. Currently, the trash costs for the Santa Cruz Metro Center are approximately \$5,400.00 per month. Currently, one-half of this amount is paid by the Santa Cruz Metropolitan Transit District. The other one-half is billed to the business tenants at the rate of 11% for each tenant except Metro Market, who is billed at the rate of 6%.

The tenants are having difficulty paying their share of garbage costs, due to the recent increase charged by the City for garbage pick-up, as well as an increase in garbage, causing a change in service to a bigger dumpster and more frequent pick-ups.

This proposal for consideration would change the Transit District's share of costs from 50% to 74.3%. The new cost to the tenants will still be an increase from what they were paying before the City increased its rates and additional costs were incurred because of the increase due to use of a bigger dumpster and more frequent pick-ups.

Recently many of the tenants have expressed concern over the increase in garbage costs. Under the current plan, most of the tenants are paying \$600.00 per month for garbage pick-up. This includes kiosks that have 300 square feet of space. Under the new proposal, a tenant that occupies 1997 square feet will pay \$492.00 per month, whereas a tenant occupying 300 square feet of space will pay \$142.00.

IV. FINANCIAL CONSIDERATIONS

Currently Santa Cruz Metropolitan Transit District pays approximately \$2,734.00 for the Metro Center trash costs. Under the new proposal, costs would increase to approximately \$4,063.00, a difference of approximately \$1,329.00. However, if the increase continues to be passed on to the tenants, they may be unable to pay these costs.

V. ATTACHMENTS

Attachment A: Table itemization of tenant trash costs per square footage of space

**SANTA CRUZ METRO CENTER ALLOCATION OF TRASH COSTS
CURRENT AND PROPOSED**

Business	Square footage	Current Billing %	Current Monthly cost	Proposed billing %	Proposed monthly cost	Difference
SCMTD	7505	50	\$2,734.00	66.8	\$3,652.62	\$1,328.72
Metro Market	671	6	\$ 328.08	5.9	\$ 322.61	\$ -5.47
China Express	1997	11	\$ 601.48	9.8	\$ 492.12	\$ -109.36
Storti's	417	11	\$ 601.48	3.6	\$ 196.84	\$ -404.64
Sushi Now	400	11	\$ 601.48	3.5	\$ 191.38	\$ -410.10
Brew Bar	300	11	\$ 601.48	2.6	\$ 142.16	\$ -459.32
Total	11290	100	\$5,468.00	99.7	\$5,407.83	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: ACCEPT AND FILE STATUS REPORT ON BEACHFEST EVENT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Beachfest Santa Cruz is scheduled for September 22-23, 2001. An estimated 20,000 to 30,000 will participate in the event.
- Transit District staff discussed transportation issues with representatives of the Beachfest event, Santa Cruz Police and the City of Santa Cruz.
- On August 10, 2001 staff notified Beachfest organizers that without a funding mechanism in place that their request for additional service was denied.
- No further requests have been received from Beachfest organizers or the City of Santa Cruz.

III. DISCUSSION

In early June 2001 staff was contact by Mr. Bill Nye and Mr. Carl Biggs representing Beachfest Santa Cruz. A meeting was arranged with the Manager of Operations on June 14, 2001 to discuss the event and transportation issues. At that meeting it was learned the Beachfest event would occur on September 22 – 23, 2001 and attract an estimated 25,000 to 30,000 participants. The location was identified as the Boardwalk – Santa Cruz. At this meeting several transportation related issues were identified and discussed. At the conclusion of the meeting the Manager of Operations made an offer of assistance whether the Transit District was involved or not.

On July 10, 2001 a letter was received from the Beachfest organizers requesting transportation assistance. On July 25, 2001 the Manager of Operations met with Joaquin Vargas, Associate Festival Director and Beachfest staff to discuss the transportation needs of the event and the estimated costs. On July 26, 2001 the Manager of Operations met with Sgt. Thomas Bailey, Santa Cruz Police Department, to discuss transportation related issues and the affect on traffic.

On August 02, 2001 a letter was received from Beachfest Santa Cruz stating in part “we do not have the available funds that you would require for the providing the necessary shuttle service from and to the parking areas that we have secured”. On August 03, 2001 the Manager of

Operations contacted Ms. Carol Scwrich, City of Santa Cruz Parks Department, concerning the Beachfest event. Ms. Scwrich is the liaison for the City of Santa Cruz. Transportation / funding issues were discussed at that time.

A staff report was prepared and on August 10, 2001 the Board of Directors, with no funding source identified, denied the provision of additional service to the Beachfest event. Later that day, the Manager of Operations called Mr. Joaquin Vargas and advised him of the Board's decision and again offered logistical assistance. Mr. Vargas advised the Manager of Operations that school buses had been secured for the event and that Transit District services would not be needed. Mr. Vargas thanked the Manager of Operations for his interaction and assistance to date. On August 20, 2001, Ms. Scwrich was notified of the Board's decision.

No further requests have been received from the Beachfest organizers or the City of Santa Cruz.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

Attachment A: NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION-CLOSED SESSION MEMORANDUM

DATE: September 14, 2001

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding McDonalds Corporation's Request for Rent Reduction

On July 20, 2001, the Board of Directors met in closed session to discuss McDonalds Corporation's Request for Rent Reductions. McDonalds leases the restaurant space at the Watsonville Transit Center. For the first five-year term of the lease, the rent was set at \$1,953 .00 per month.

In the closed session regarding this matter the following Directors approved McDonald's rent at \$1,500.00 per month plus 6% of gross sales over \$375,000.00 per year to be calculated quarterly: Jan Beautz, Tim Fitzmaurice, Bruce Gabriel, Michelle Hinkle, Mike Keogh, Christopher Krohn, Rafael Lopez, Dennis Norton and Emily Reilly. Directors Sheryl Ainsworth and Jeff Almquist were absent.

A lease amendment has been executed in accordance with your directions.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 7, 2001
TO: Board of Directors
FROM: Paul C. Chandley, Human Resources Manager
**SUBJECT: CONSIDER APPROVAL OF CUSTODIAL
SERVICE WORKER II RECLASSIFICATION**

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the reclassification of the Custodial Service Worker II including revisions to the job title and class specification and an increase in the hourly salary range from \$13.55-\$17.24 to \$15.16-\$19.34. In accordance with the SEIU Local 415 Memorandum of Understanding, the increase will be effective January 4, 2001.

II. SUMMARY OF ISSUES

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

III. DISCUSSION

There is one incumbent in the Custodial Service Worker II classification. The classification process involved reviewing the duties of the position, performing a desk audit, and determining the appropriate salary range for the classification. The salary range recommendation includes the added sixth step and the recent wage adjustment to SEIU Local 415 represented positions, effective July 5, 2001. The proposed classification specification includes the title change to Lead Custodian. The revisions to the class specification have been reviewed and approved by the incumbent and the department manager. The Human Resources Department has obtained concurrence of the revised class specification and recommended salary range from SEIU Local 415.

IV. FINANCIAL CONSIDERATIONS

The employee wage adjustment is within the budget of the Facilities Maintenance Department.

V. ATTACHMENTS

Attachment A: Lead Custodian class specification.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

LEAD CUSTODIAN

DEFINITION

Under general supervision, plans, coordinates, assigns, monitors and reviews the work of the other custodial staff, actively participates in the custodial and cleaning tasks at District facilities and transit centers, maintains custodial service records, and performs other related duties as required.

EXAMPLES OF DUTIES

Plans, schedules, assigns, and coordinates custodial work performed in the District; resolves complaints and problems as necessary.

Trains, monitors and reviews work of custodial staff to ensure compliance with established standards and procedures; trains custodial staff in aseptic procedures, infection control and procedures for handling toxic materials as related to custodial work; trains new employees in the methods, procedures and equipment used.

Provides input into employee selection decisions, performance evaluations, disciplinary matters and other personnel decisions; maintains time records and schedules for assigned personnel.

Monitors work of contract personnel performing specialized work that may include carpet and window cleaning.

Determines quantities and types of supplies, materials, tools and equipment needed and arranges for purchase and procurement; maintains proper and accurate records; maintains equipment and tools in proper condition.

Maintains daily log of custodial work performed and prepares summary reports; performs daily inspections of District facilities.

Sweeps and collects trash in bus and passenger circulation areas and adjacent areas and rakes and removes trash from landscaped areas; sweeps, mops, scrubs, strips, waxes, and buff floors; sweeps, vacuums, shampoos and steam cleans carpets; operates heavy floor care equipment; dusts and polishes furniture, woodwork, metal work, fixtures and equipment; washes doors, windows, ledges, walls, ceilings, posts, benches, signs, coin equipment, Venetian blinds, furniture, light fixtures and other furnishings.

Empties and disinfects trash receptacles and ashtrays; removes graffiti from transit centers and other locations.

Cleans and disinfects restrooms; maintains restrooms in sanitary condition and restocks supplies; cleans, sanitizes and polishes drinking fountains, sinks and other fixtures and equipment; uses chemical cleaning materials as required.

Moves and arranges furniture and office equipment and performs routine maintenance; closes windows, turns off lights and locks doors to secure buildings; observes safe working practices including keeping storage areas in safe condition.

Posts and removes printed informational material at various locations.

Assists departmental crews in building and facility maintenance as necessary; may paint and perform painting preparation work on District facilities as required.

Participates in training in order to meet new technology standards and remain current in the principles and practices in assigned work activities.

EMPLOYMENT STANDARDS

Knowledge of:

- Modern methods, materials, tools, equipment and supplies used in custodial maintenance.
- Safety practices and procedures related to custodial work including handling toxic materials.
- Basic knowledge of general office and building maintenance work.

Ability to:

- Plan, coordinate, direct and review the work of others.
- Effectively train others in work procedures and techniques.
- Establish and maintain effective interpersonal relationships with subordinates, other District staff and the public.
- Perform a wide variety of custodial, cleaning and general housekeeping duties in an effective and safe manner.
- Resolve technical problems as appropriate.
- Read and understand written instructions, directions and procedures.
- Prepare and maintain accurate records, logs and work orders.

Training and Experience

Any combination of training and experience equivalent to:

Two years full-time experience performing custodial and building cleaning tasks.

Special Requirements

Possess a valid California driver's license and safe driving record. Possess sufficient strength and stamina to perform manual labor that includes lifting and operating equipment and working outside. Available to work a flexible schedule including evenings, weekends, holidays and emergencies as needed. Willing to be exposed to a variety of cleaning chemicals and related products, using appropriate safety precautions.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Paul Chandley, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Chairperson present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, a limited number will be invited to attend Board meetings from time to time to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

ATTACHMENT A
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEAR

None

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

Miguel Urizarri, Bus Operator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Kim Chin, Manager of Planning and Marketing
SUBJECT: **CONSIDERATION OF ISSUES RELATING TO THE SERVICE AREA SERVED BY ADA PARATRANSIT**

I. RECOMMENDED ACTION

Staff recommends that the Board consider issues related to the service area served by ADA paratransit.

II. SUMMARY OF ISSUES

- The Americans with Disabilities Act (ADA) of 1990 requires public transit systems to provide complementary paratransit services to eligible passengers. Paratransit services are complementary to fixed-route operations in that they operate within a pre-established corridor around bus routes, and with similar days and times of service.
- The ADA Plan identifies the METRO Paratransit service area generally to be a 3/4 mile corridor on each side of fixed-routes excluding the Highway 17 commuter service.
- In addition, the ADA Plan also identifies paratransit service to be available within a 1 1/2-mile corridor of the fixed-routes that operate in five rural areas including Corralitos, Old San Jose Road, Branciforte Road, Glen Canyon Road and Lakeview Road.
- During the Comprehensive Operational and Financial Audit (COFA) of ADA paratransit services, it was noted that there were several instances in the past where ADA services operated by Lift Line and the taxi subcontractors picked up and/or dropped off passengers outside the designated ADA service area.
- METRO has received comment from MASTF, MUG and E&D TAC regarding the ADA service area. A summary is included in the staff report.
- As METRO moves forward to develop the Policies and Procedures for operating ADA paratransit in a new contract, it is timely for the Board to consider these issues and provide direction.

III. DISCUSSION

Current Situation

METRO operates a variety of fixed-route services within its service area. These include routes that serve the urban core areas, rural areas as well as commuter routes that carry passengers on

Highway 17 into Santa Clara County. The majority or approximately 80% of the county's population live within the fixed-route service area.

The District's ADA plan identifies the paratransit service area to be within 3/4 mile of each fixed-route (excluding commuter service) and within 1 1/2 mile of five rural areas that have low population density. These five areas are:

- Corralitos (served by fixed-route 72)
- Old San Jose Road (served by fixed-route 60)
- Branciforte (served by fixed-route 8, 9)
- Glen Canyon Road (formerly served by fixed-route 24)
- Lakeview Road (served by fixed-route 79)

The District held a number of public meetings in the early 1990's to establish the width of the ADA Service Corridor. On December 18, 1991, input was received from Lift Line and CCCIL that it would be desirable to include these five areas into the ADA service area. Lift Line and CCCIL representatives indicated that they were aware of disabled residents who lived in those areas, and that these areas were approximately 1 1/2 miles from fixed-routes that operated at that time. METRO's response at that time was to include those locations within the ADA service area. An excerpt of the meeting minutes is included as an attachment.

In addition, complementary paratransit service is also provided to Big Basin State Park (served by fixed-route 35) during the spring, summer and fall months (weekends only) when fixed-route service is available.

Of the five paratransit areas that have low population density, all with the exception of Glen Canyon Road have a current fixed-route operating within 1 1/2 mile. In September of 1990, the District deleted Route 24 that served Glen Canyon Road due to low ridership. However, no adjustment was made at that time to the ADA service area to complement the reduction in fixed-route service.

The Americans with Disabilities Act of 1990 requires that transit districts establish a minimum service area corridor of 3/4 mile of fixed-routes. Transit districts are permitted to expand that corridor to 1 1/2 miles of each currently operating fixed-route.

Trip Demand Impact Analysis

In considering METRO's ADA service area relative to the fixed-route system, it is helpful to understand the potential impact to registered passengers and METRO if adjustments are being contemplated. In FY 00/01, Lift Line reported that a total of 22 registered ADA passengers living in the five exception locations took a total of 984 trips that had origins or destinations in those areas. Attached are maps that show the ADA service area computed by the Trapeze scheduling system, and an origin and destination for a passenger who had taken past ADA trips outside the ADA service area.

Under the terms of our contract, METRO compensates Lift Line for trips completed by the agency based on a uniform per trip fee of \$22.97. In addition, Lift Line subcontracts with Santa Cruz Transportation and Courtesy Cab to operate taxi trips based on a mileage rate plus a flag

drop fee (\$2.25 per mile plus \$3.25 for SCT and \$2 per mile plus \$3 for Courtesy Cab). The taxi companies are compensated on actual mileages that they turn in for each trip. The actual mileages that are submitted may differ from the estimated mileage computed by the Trapeze scheduling system if the driver does not take the most direct route. The estimated mileage computed by Trapeze is the most direct route from the pick-up point to the drop-off point.

Attachment XXX shows **estimated** mileages and costs for the 22 passengers who live in the exception areas. This information is for FY 00/01 and for trips with origins or destinations in the 1 1/2-mile exception areas. In the Comprehensive Operational and Financial Audit (COFA) of paratransit services, the consultants found instances in which the mileages reported by the taxi companies for ADA trips exceeded the estimated mileage computed by Trapeze. It is possible that the actual taxi mileages and therefore costs for providing these trips in and out of the exception areas would be higher than the estimated FY 00/01 total of \$16,486.63.

In the last three months, Lift Line has initiated a reconciliation process with Courtesy Cab in which scheduled and actual mileages are compared. This allows Lift Line as the broker to monitor actual mileages to ensure that they are within an acceptable margin. Lift Line has indicated that this procedure is in the process of being implemented with Santa Cruz Transportation. The Request for Proposals (RFP) for Paratransit Operations that is being developed will contain specific requirements for a comprehensive trip reconciliation process for ensuring that service is being delivered and costed appropriately.

This trip analysis is based on the current number of registrants in the system. During the Recertification process due to start next year, ADA passengers in the exception areas will be re-evaluated to determine their eligibility. It is possible that some of the ADA passengers in the exception areas may be found ineligible for service.

Key Considerations

During the public meetings with the community on the Comprehensive Operational and Financial Audit (COFA) of paratransit services and Recertification, input was received regarding the ADA service area. In addition, the MASTF Chair of Paratransit Services has indicated support for limiting paratransit trips for both origins and destinations to the ADA service area, and that these standards are applied uniformly and consistently to all eligible passengers. The Chair has also identified several issues and questions relating to the ADA service area for clarification (Copy of e-mail attached).

The following table is a summary of the key issues and considerations:

Key Issue	Present Situation	Considerations
1. Definition of ADA Service Area	Confusion over boundaries.	Communicate ADA service area boundaries more clearly through informational materials, recertification interviews, customer service, paratransit operators, community outreach.

<p>2. Distance Criteria -- 3/4 mile or 1 1/2-mile corridor for ADA service area?</p>	<p>3/4 mile for majority of fixed-routes, 1 1/2 mile for five exceptions.</p>	<p>A. Review present Trapeze scheduling database to ensure accuracy of present corridors.</p> <p>B. Identify major origins/destinations outside 3/4 mile or 1 1/2-mile corridor.</p> <p>C. ADA service area Options</p> <ol style="list-style-type: none"> 1. 3/4 mile for the entire system. 2. 3/4 mile for the entire system, and evaluate feasibility of using TDA funds for out-of-service area trips (E&D TAC not supportive of this option). 3. 3/4 mile for urban core, grandfather existing passengers in 1 1/2-mile areas subject to eligibility based on recertification. No new passengers beyond 3/4 mile. (MASTF recommendation) 4. 3/4 mile for urban core, grandfather existing passengers in 1 1/2-mile areas subject to eligibility based on recertification. Evaluate TDA for funding passengers not covered by ADA. No new passengers beyond 3/4 mile. (MUG recommendation) 5. 3/4 mile for urban core and 1 1/2 mile for 5 exceptions (No Change -- present system).
<p>3. Service Span Criteria -- should paratransit operate same days and hours that current fixed-routes operates?</p>	<p>Some paratransit service operated outside fixed-route service span.</p>	<p>ADA Service Span Options</p> <ol style="list-style-type: none"> 1. Operate paratransit outside fixed-route service span (present system). 2. Operate paratransit same days and hours as fixed-route.

Community Input

METRO has presented ADA service area options to get input from the various citizen and community groups. The table below summarizes each committee's feedback:

Committee	3/4 mile	1 1/2 mile	TDA Funding
MASTF	Yes	Yes. Grandfather existing passengers subject to recertification. No new passengers.	To be discussed at MASTF September meeting.
MUG	Yes	Yes. Grandfather existing passengers subject to recertification. No new passengers.	Yes. Evaluate feasibility for non-ADA eligible trips.
E&D TAC	Yes	Yes	Does not support evaluation of TDA funding for trips outside 3/4 mile ADA service area.

Attached to this staff report are letters from the Chair of E&D TAC to the Chair of the Transit District indicating E&D TAC's recommendation that METRO continue to provide ADA trips to both the 3/4 mile core as well as the 1 1/2 mile exception areas. E&D TAC believes that the financial impact from retaining this service more than justifies the additional expense to the District.

Also attached is a letter from Pat Spence, a disability advocate to the Chair of the SCCRTC. Ms. Spence indicates that in June, MASTF recommended that during the recertification process, a rider who does not live within the service area be identified and provided with other transportation alternatives. Ms. Spence also indicates that the apparent opposition from E&D TAC to use TDA funds to bridge the gap for ineligible individuals "does not present a mutually cooperative effort to solve transportation alternatives for individuals who will potentially fall through the safety nets and therefore denying transportation access to services and the community".

Case Study -- Hampton Roads Transit

Hampton Roads Transit (HRT) in Hampton, Virginia operated ADA paratransit outside its 3/4 mile designated service area for many years. As HRT attempted to serve approximately 3,500 passengers outside the 3/4-mile corridor, it sometimes was unable to serve the 9,000 passengers who wanted to take trips within the 3/4-mile boundaries. The state Department for Rights of Virginians with Disabilities threatened to sue HRT for defaulting on its obligation to provide trips within the minimum ADA service area.

HRT's commission has unanimously approved a plan to restrict ADA service to only those who are eligible by federal law. In addition, eligible rides must have origins and destinations within 3/4 mile of a fixed-route service. The surrounding communities could choose to broaden the 3/4-mile rule, but that would require additional funding from the component cities. However, the component cities have indicated that are unable to come up with additional funding because they are they are not able to sustain their fixed-route service and are contemplating service cuts. Copies of articles relating HRT's ADA service area issues are attached.

Trapeze Automated Reservations and Scheduling

Currently, Lift Line uses a computerized trip reservation and scheduling system called Trapeze to book and assign paratransit trips. Trapeze utilizes a series of polygons which determines if the requested trip is eligible relative to a variety of operational criteria such as the ADA service area, days and times of service. If the requested trip is ineligible, the trip is denied.

Lift Line has indicated that in the past, this function was not fully operational, and that some trips were assigned in which the scheduler compared the origin and destination to a physical map. However, Lift Line has also indicated that the polygon function is now fully activated and that Trapeze is now booking and assigning trips based on the computerized database. It is anticipated that the District will retain the use of the Trapeze computerized reservation and scheduling software. The Request for Proposals for Paratransit Operations will contain specifications that will require the successful bidder to operate service based on Board approved service area standards.

Trapeze allows users to designate the ADA service area in two ways. The first method involves importing the fixed-route system into the database and then requesting the system software to automatically "draw" the ADA service area and corridors. The second method is to manually "draw" the ADA service area and corridors for each route. Both methods allow users to "flex" the corridors for origins and destinations that may be slightly outside the 3/4-mile or 1 1/2 mile criteria.

ADA Plan

The actions of the Board with regard to the ADA service area will be incorporated into the District's ADA Plan.

IV. FINANCIAL CONSIDERATIONS

None at this time.

V. ATTACHMENTS

- A. Minutes of the Paratransit Service Steering Committee Meeting, December 18, 1991 (Excerpt)
- B. Area Detail Maps for ADA Service Area with 1 1/2 mile Corridors
- C. Email from Pat Spence, MASTF Chair of Paratransit Services
- D. Case Study -- Hampton Roads Transit (HRT)
- E. Estimated Costs and Mileages for ADA trips in/out of the five exception areas

F. Letter from the Transportation Commission

G. Letter from Pat Spence

duration trips, for example, from the **West** side of Santa Cruz to the University.

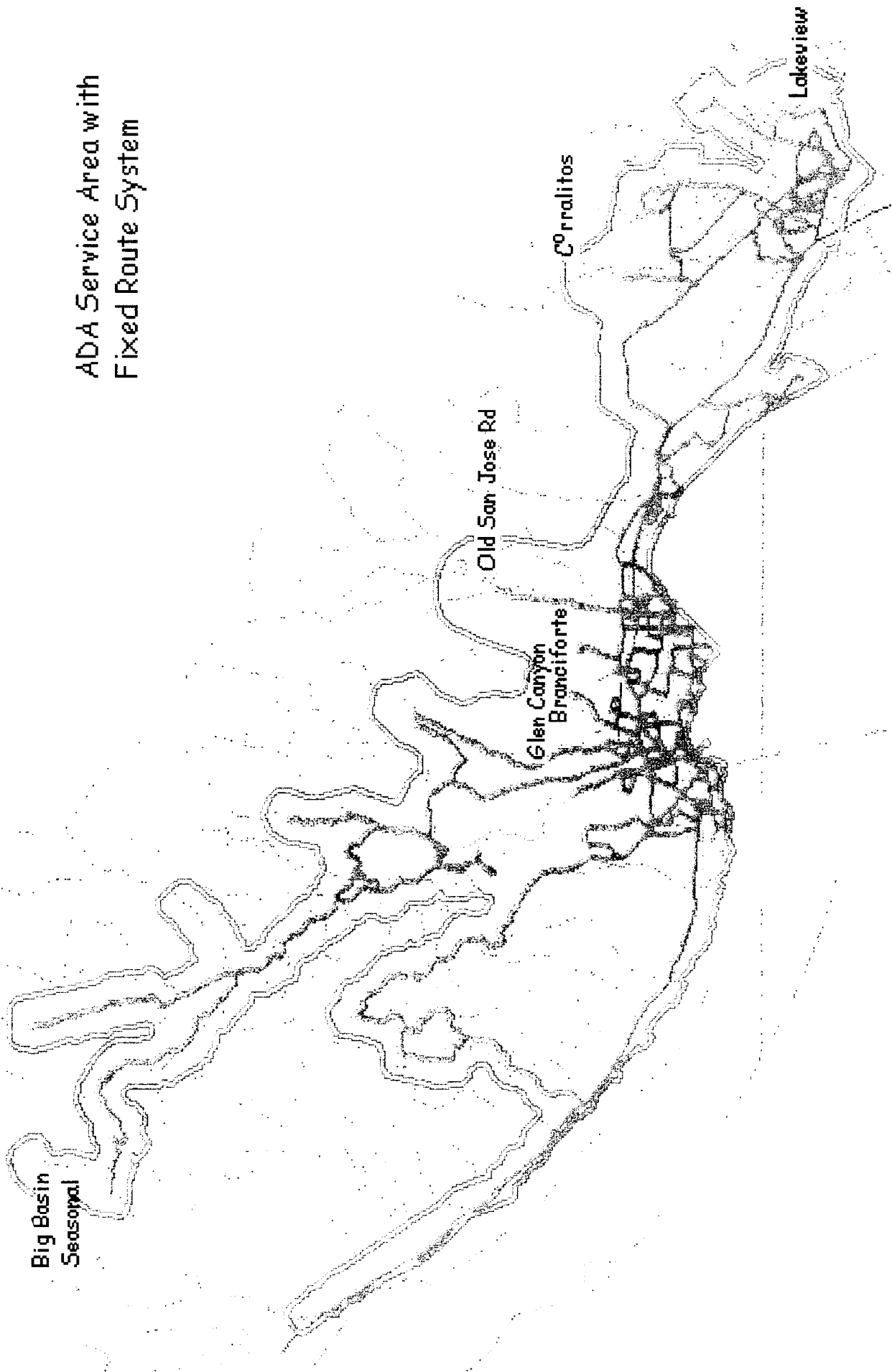
- c. Jerrold Clark stated that perhaps a zone system could be established to define whether a direct paratransit trip or transfer trip to fixed route transit would be preferable.
- d. Mike **Molesky** commented that the nature of the disability is a factor. The ability of a transit driver to provide services on a fixed route could be a determining criteria and whether or not a paratransit vehicle would be assigned.
- e. Greg Roubal commented that fatigue is also an issue, noting that for some passengers the need to transfer may fatigue the passenger and therefore, make fixed route transferring inaccessible.
- f. Marion Kaufman commented that she was aware of a demand for chemotherapy trips on a daily basis for a period of two weeks for many persons suffering from cancer. She asked whether or not these trips would be eligible. Mr. Galloway commented that a system in full compliance with ADA paratransit requirements would provide daily trips for such clients. However, he indicated that there may initial constraints established by the District for the first phases of implementation of the program.

6. SERVICE CORRIDOR WIDTH

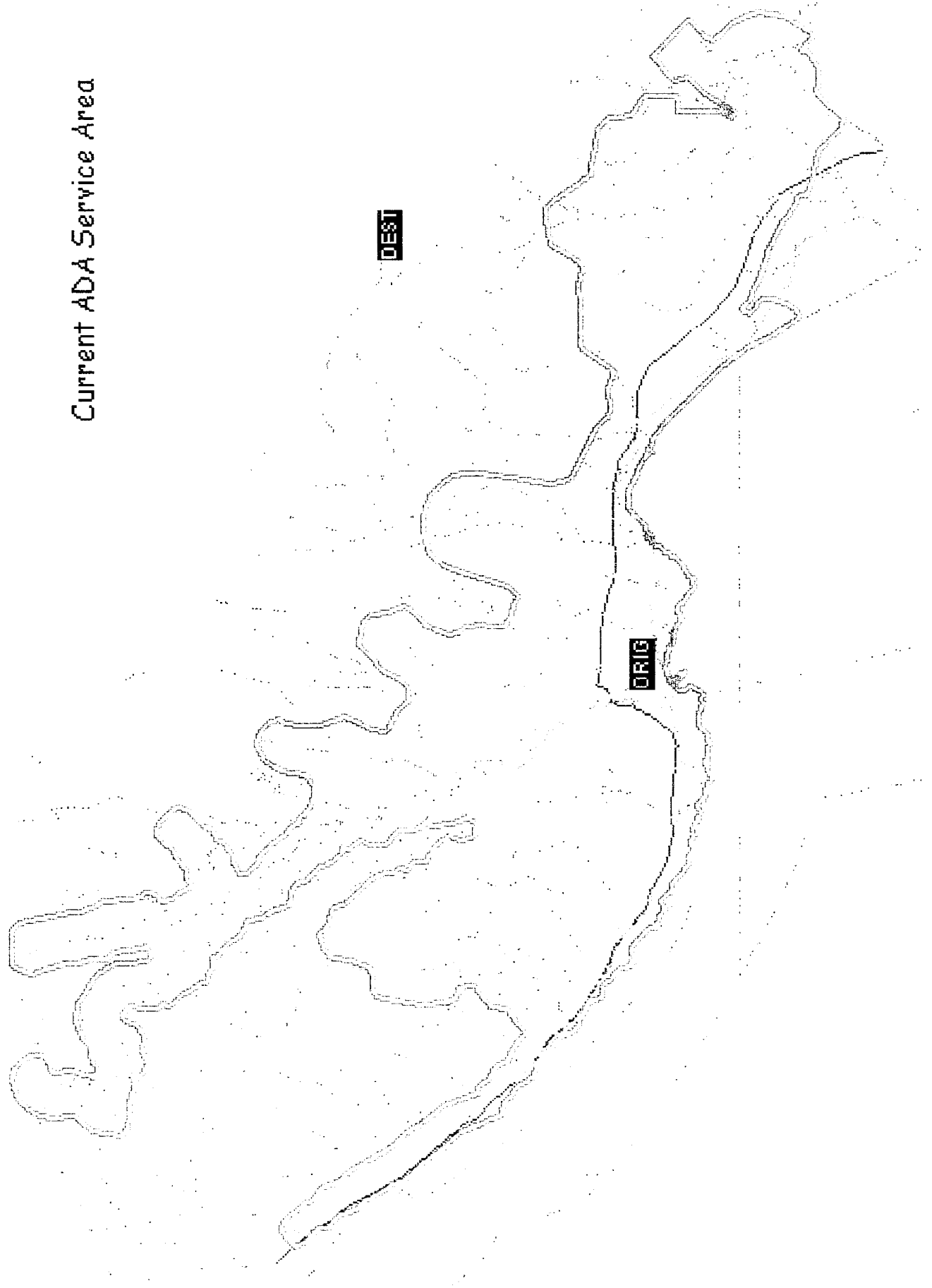
Mr. Galloway noted that the minimum requirement for service was $3/4$ of a mile from existing routes, however, the District can expand services up to $1\ 1/2$ miles from District routes. The following comments were received.

- a. Greg Roubal stated that the $3/4$ mile service level is acceptable initially and if there is an additional demand, the District should expand the service area.
- b. Clay Kempf stated that as a result of the Paratransit Conference, he was under the impression that the issues were relatively clear cut. That most of the District's population lived within $3/4$ mile of the District routes with the exception of persons residing on Branciforte Drive, Glen Canyon Road area, Old San Jose Road and Corralitos.
- c. Liz Sparks commented that she was aware of disabled residents who lived on the **Lakeview** area in Watsonville and that this area should also be served. She also stated that publicity for the program should stress that nothing is etched in stone and that the District may amend its initial plan at anytime in the future to expand services if required.

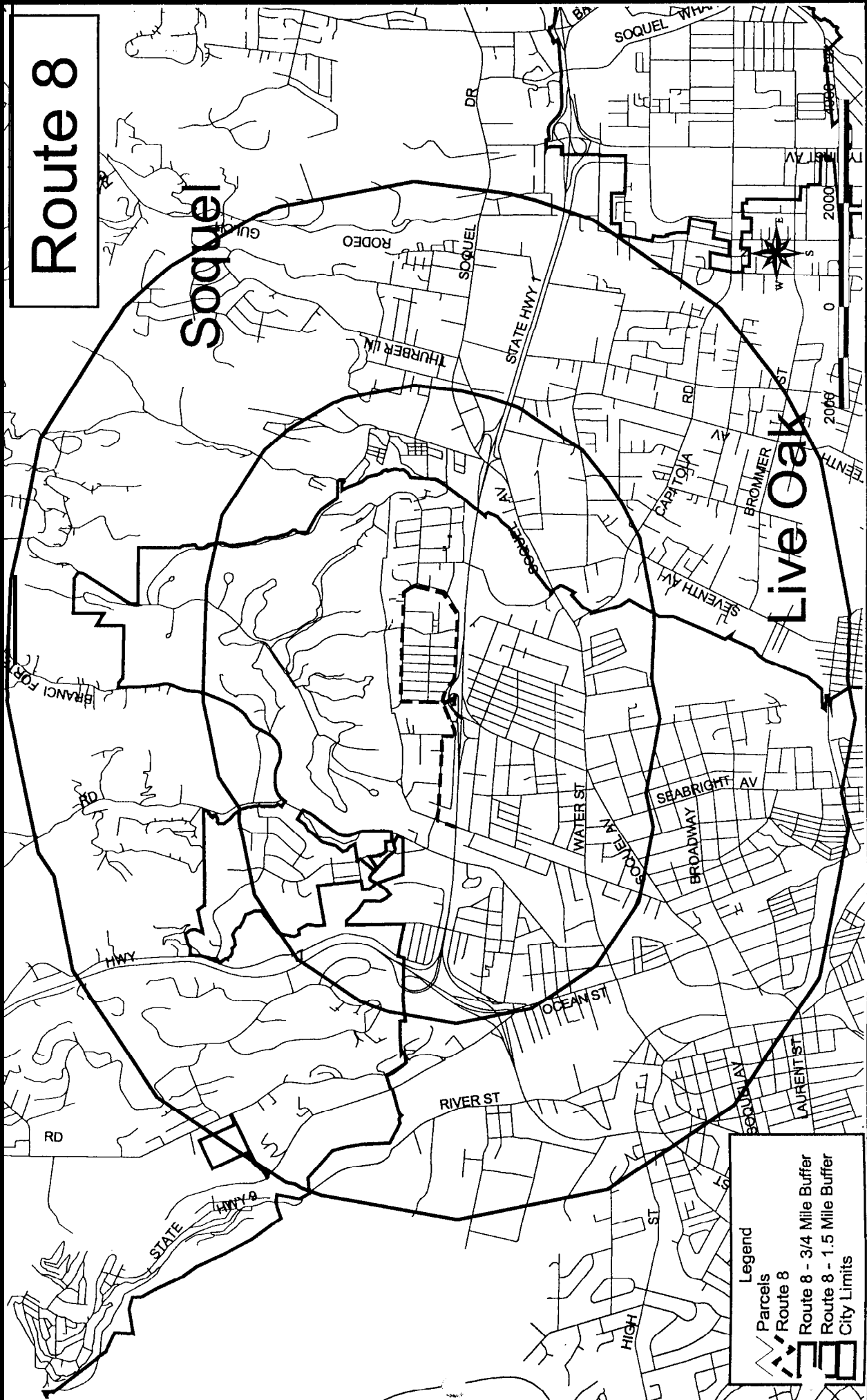
ADA Service Area with
Fixed Route System



Current ADA Service Area



Route 8

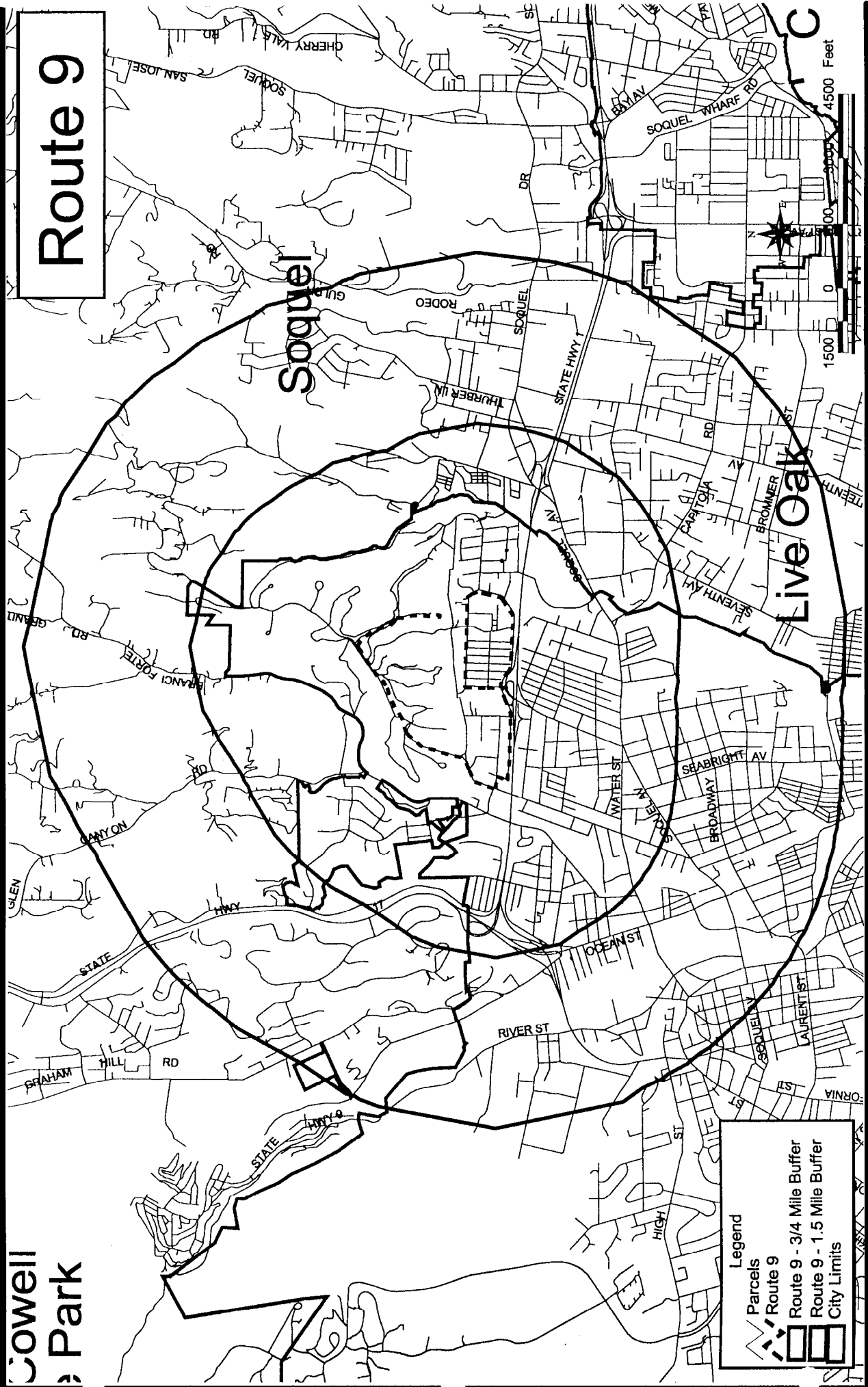


Legend

- Parcels
- Route 8
- Route 8 - 3/4 Mile Buffer
- Route 8 - 1.5 Mile Buffer
- City Limits

Route 9

Cowell
Park

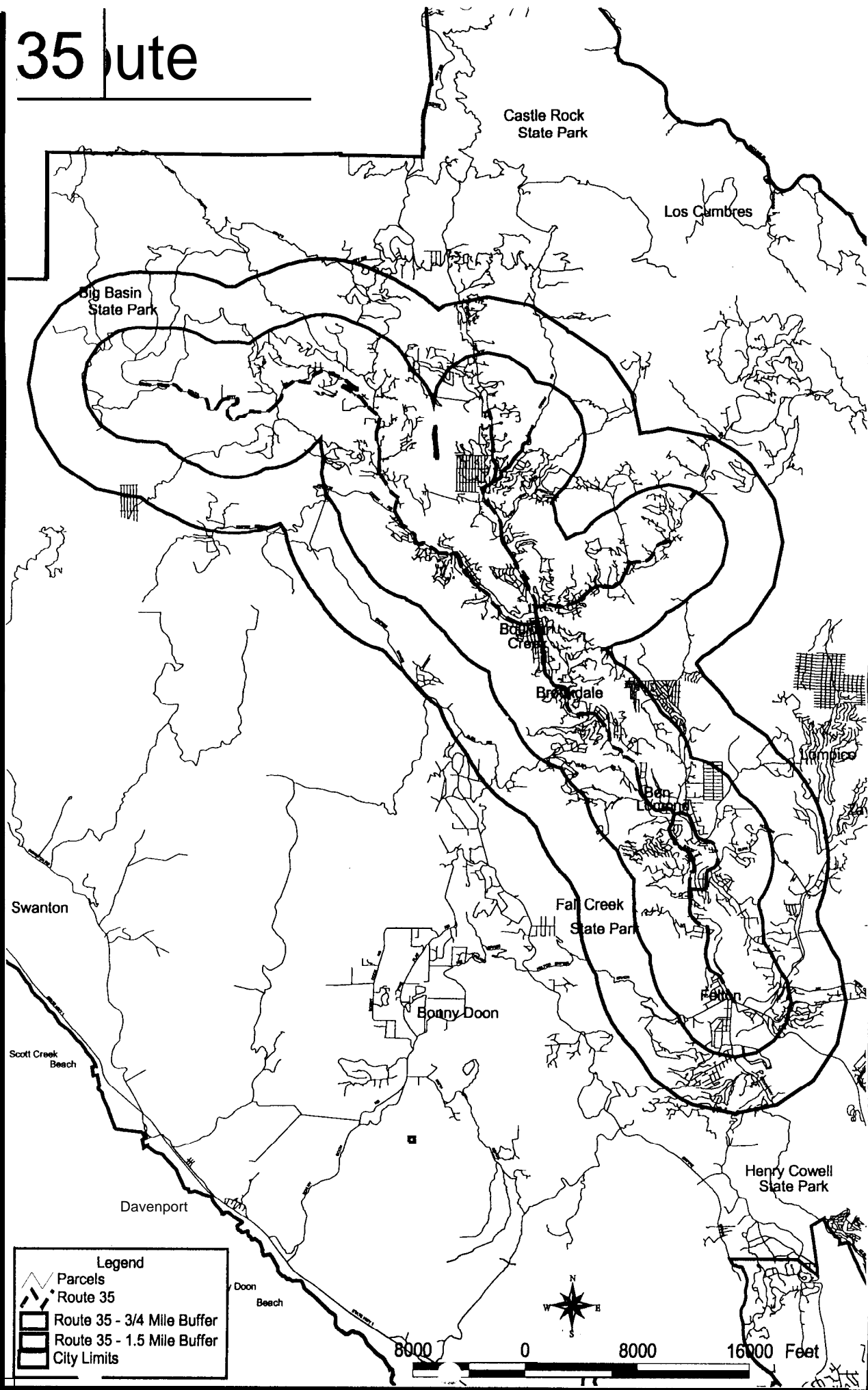


Legend

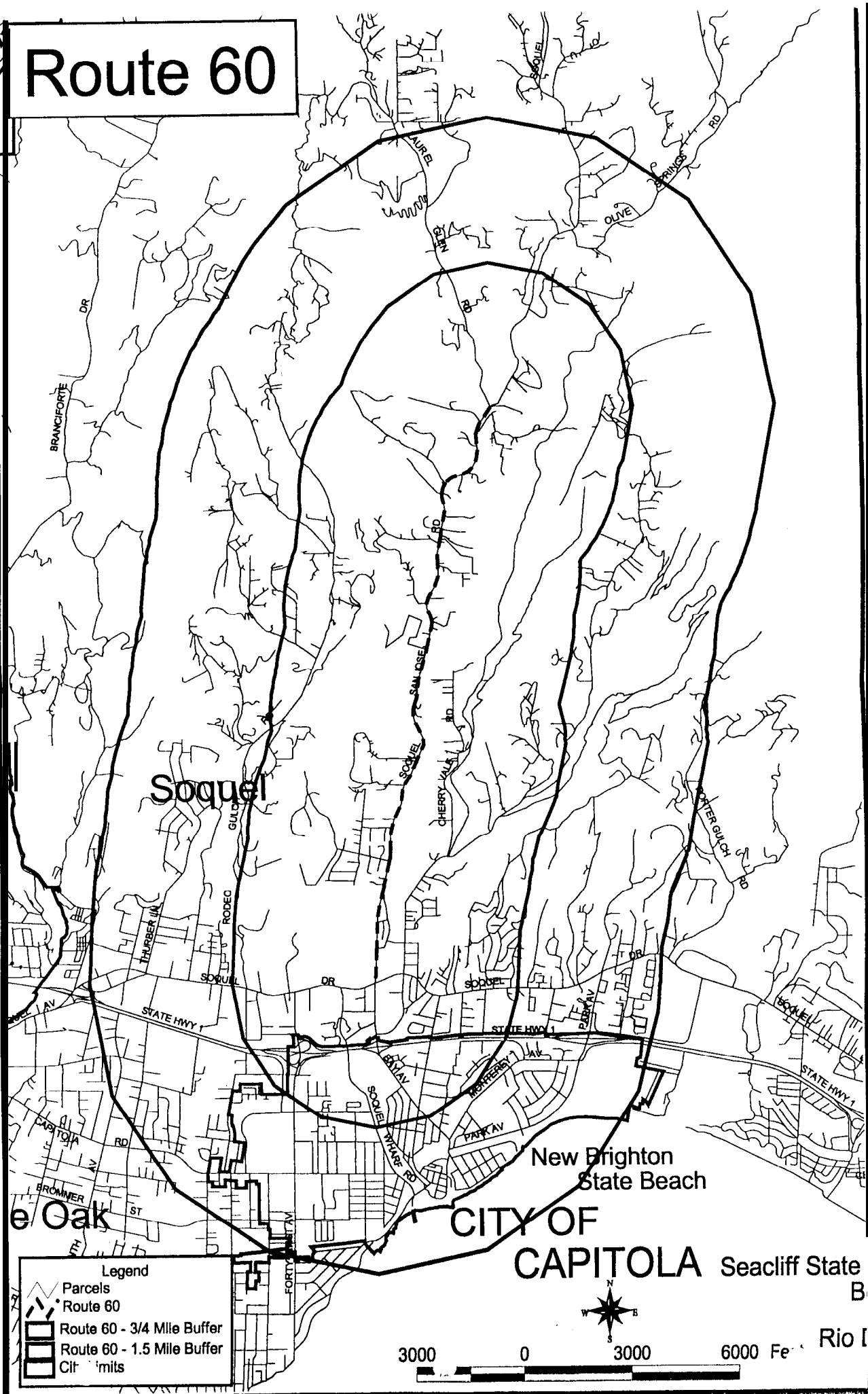
- Parcels
- Route 9
- Route 9 - 3/4 Mile Buffer
- Route 9 - 1.5 Mile Buffer
- City Limits



35 Route



Route 60



- Legend**
- Parcels
 - Route 60
 - Route 60 - 3/4 Mile Buffer
 - Route 60 - 1.5 Mile Buffer
 - City Limits

3000 0 3000 6000 Feet



Rio I

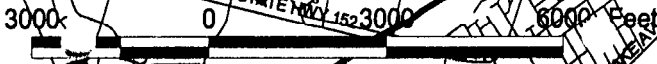
Route 72

Corralitos

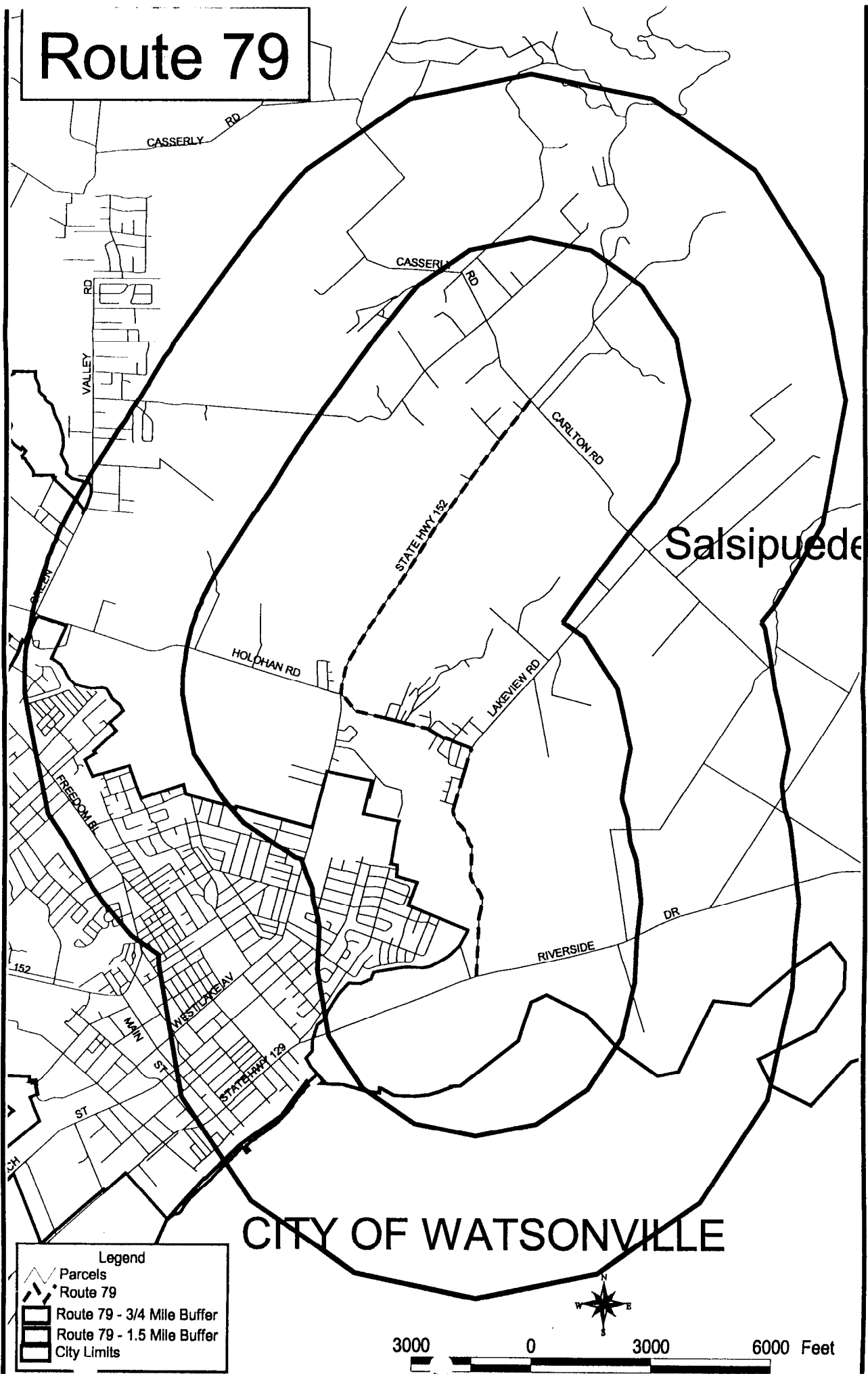
Freedom

Legend

- Parcels
- Route 72
- Route 72 - 3/4 Mile Buffer
- Route 72 - 1.5 Mile Buffer
- City Limits



Route 79



June 10.2001

Emily Reilly and Tim Fitzmaurice

I am sending this note to Emily's email because I have her address and not Mr. Fitzmaurice's. I would appreciate it if you would forward this to him.

Thought's on the service area:

- The service area needs be accurately stated in the Policies and Procedures to be written by Multisystems and due for presentation to the Board at the August 10th workshop.
- The service area now is poorly defined.
 1. As a lay person reading the current service areas, there are too many things that are open to individual interpretation and therefore a source for future conflict for potential passengers.
 2. Will the service area be redefined each time a new fixed route is added or removed?
 3. Is the service area only off the named street or "as the crow flies" for 3/4 mile in any direction even if off another street within the 3/4 mile area?
 4. There is no description as to the location of streets that have multiple names in the County; e.g. there are 4 -Lakeview Drives. 1 -Lakeview Avenue, and 1 Lakeview Road.

Lakeview Road

1. Lakeview Road, Watsonville is now served by route 79 from Highway 129 to College Road.
2. If Lakeview Road or any of the current exceptions were retained, would service be required for the entire length of the road for a 1 1/2 mile corridor each side of the road?
5. For Lakeview Road this would be for 1 1/2 miles around its entire length through and including Carlton Road making it a large area to be served by paratransit.

Branciforte. Glen Canyon

1. The same is true for the Branciforte, Glen Canyon service area. How far up these two roadways does the service area include? These are long roadways and a portion of the 1 1/2 mile of Glen Canyon area may come close to the Highway 17 express area that is now excluded.
2. If the rider database were able to give this type of information, it would be interesting to see if there are any present ADA eligible paratransit users in the Branciforte/Glen Canyon area or any of the present extended areas.

Old Jose Road

1. Old Jose Jose Road is now served by route 60, through to Mountain View according to the "Headways" schedule. (I was unable to locate Mountain View along the length of Old San Jose on any of my maps. The name of Laurel Glen Rd. changes to Mountain View, but this may not be the right one.)

Corralitos

1. I assume the extended area for service on the Corralitos route is 1 1/12 miles beyond the bus stop located at Corralitos and Browns Valley Roads.
 2. A roadway mileage marker could be identified as the furthestmost point in order to avoid future confusion.
- I fully support staffs recommendation on limiting both origin and destination rides to the service areas.
 1. However, this would be best be applied on a uniform basis with no preferential treatment to provide rides to certain people who are outside the service area but still being given rides. The current packet lists these people in #18B 1 and 2.
 2. Also listed in #18B 2 is the Dragonslayers, which is an animal based therapeutic facility, located on the Aptos Creek Road toward or in the Forrest of the Nisene Marks State Park. I have been unable to find the exact location, but have been told by drivers who have been here that it is well outside the 3/4 mile service area and the road is unimproved I believe.
 3. Mr. Whiteagle's church is 6 miles from the CDF station in Corralitos - 4 1/2 miles outside the service area. The Dragonslayers is equally as far outside the service area or at least more than the 3/4 mile limit now applied to that area.
 4. It is inequitable and discriminatory to apply the service area for any one rider and not to others who are also provided rides outside the service area.

5. The remedy:

- The service area needs to be redefined or reformulated by the Board and management according to existing, fixed route schedules.
- Any new extended service areas should be identified.
- During the recertification process any rider who does not live in the service area should be identified and offer other alternatives.
- Make sure destinations areas outside the service area will be automatically identified in the computer at the time a ride is booked with the service provider
- Apply the service areas, ride rules and policies equally and uniformly to all passengers at all times.

Thanks, Pat Spence

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The Virginian-Pilot (Norfolk, Va.)
June 24, 2001 Sunday Final Edition

SECTION: COMMENTARY, Pg. J4

LENGTH: 338 words

HEADLINE: HRT HAS BEEN GOING TOO FAR OUT OF ITS WAY

BODY:

Hampton Roads Transit erred on the side of compassion for years. It provided trips for disabled people whom technically it was not required to serve, at \$3 each way.

Federal law requires the agency to provide disabled people with rides that originate and end within three-fourths of a mile of a bus route. HRT was serving about 9,000 disabled people taking rides within the federal boundary. But it also served about 3,500 disabled people going to or from points a greater distance from the routes.

As HRT attempted to serve the extra 3,500 riders, it sometimes overextended itself. As a result, disabled people who lived within the three-quarter-mile limit were sometimes stranded or left waiting for hours.

Now the state Department for Rights of Virginians with Disabilities, which successfully sued HRT in 1999, is threatening to sue again. The agency says service to the disabled within the federal boundaries has not improved.

Earlier this month, HRT proposed changes that would enable Handi-

Ride to comply with federal law, though at the cost of no longer serving current customers outside the federal limits. Public hearings on the matter will be held next month.

The Department for Rights of Virginians with Disabilities is a watchdog agency that should work to ensure adequate transportation for the disabled. But its threat to sue seems almost like showboating. It should work with HRT to solve the problem, one that HRT recognizes.

HRT can do only what its client cities pay for it to do. Cities could spring for additional money to ensure rides for the disabled at greater distances from bus routes. That seems unlikely, however, for cash-strapped cities.

Meanwhile, the obligation to serve all disabled living within the federal boundaries can't be neglected. Nor should the need to serve more non-disabled riders be forgotten.

One cost of sprawl is that adequate public transit for everyone becomes difficult or impossible to provide, especially when cities try to do it on the cheap.

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The Virginian-Pilot (Norfolk, Va.)
July 13, 2001 Friday Final Edition

SECTION: LOCAL, Pg. B1

LENGTH: 755 words

HEADLINE: HRT TO SCALE BACK SERVICE FOR DISABLED PANEL APPROVES
PLAN, CITING LEGAL CONCERNS

BYLINE: DEBBIE MESSINA THE VIRGINIAN-PILOT

BODY:

Handi-Ride curb-to-curb van service will be scaled back over the next six months, forcing thousands of disabled people to find other means of transportation.

HRT's commission on Thursday unanimously approved a plan that will restrict service to only those deemed eligible by federal law. About 3,500 people now getting rides will have to rely more on friends and family, or hire more expensive taxis or medical transport services.

"We were advised by our attorney that this is something we had to do, to make sure we're not in violation of major civil rights issues," said Nancy Parker, a Virginia Beach City Council member and member of HRT's commission.

"I think more than one of us had reservations," she said. "These are real people with real issues."

More than 100 people spoke at four public hearings over the last few weeks, urging HRT not to reduce services.

For years, the public transit agency has been more generous than federal guidelines, providing the \$3 rides to people it is not technically required to serve.

But it wound up overburdened. Some passengers, including those legally entitled to service, were stranded or left waiting for hours.

"By exceeding the requirements, we violated the requirements," said Michael Townes, HRT executive director.

As a result, the state Department for Rights of Virginians with Disabilities successfully sued HRT in 1999. Claiming conditions have not improved, the state watchdog agency is threatening another lawsuit.

"We don't have a choice here," said W. Randy Wright, a Norfolk City Council member and HRT commission member. "We have to comply with minimum standards to get from under this lawsuit."

Under the new plan, only rides that originate and end within three-quarters of a mile of a fixed bus route are allowed. Only people with disabilities so great that they can't use regular buses qualify. And reservations will be taken only one day in advance, instead of the current two weeks.

The agency, however, will continue, whenever possible, what's known as subscription service: a standing reservation for the same person going every day to the same place, such as a job.

The changes will be phased in over six months beginning in August.

The Americans with Disabilities Act requires that transit agencies provide paratransit service, or transit service for the disabled, that's comparable to regular fixed-route bus service. That means if regular service is lousy, then the service for the disabled could be lousy, said Pat Piras, a paratransit consultant from California who helped develop the ADA.

"Paratransit is not supposed to be better than regular transit service," Piras said. "Paratransit is supposed to be a safety net, a backup."

A number of speakers at a final public hearing held just before the commission vote were especially worried about allowing only next-day reservations. They feared that if they got turned down for a ride to see a doctor, they could be charged a fee by the doctor for breaking an appointment without 24 hours' notice.

Townes responded that eligible rides will not be denied under the new system.

Townes also said that as the plan is phased in, HRT staff will evaluate whether it's feasible to accept reservations two to three days in advance.

HRT is trying to eliminate the waste associated with 14-day reservations. Twenty to 25 percent of trips end up canceled or are no-shows, Townes said.

Handi-Ride now logs up to 20,000 trips a month for 12,500 people with disabilities. About 3,500 of the passengers, however, live outside the new service area. Those people could still use Handi-Ride if they arrange to be picked up and dropped off somewhere in the service area.

Another unknown number of customers will no longer be eligible because their disabilities are not profound enough to prevent them from using regular buses.

The region could choose to allow broader participation, but that would require more money from each of the cities. Already, some cities including Virginia Beach, Chesapeake and Portsmouth are facing possible cuts in regular routes because they can't afford them.

During recent public hearings, HRT also heard many complaints from riders about how they were treated.

HRT officials said they are working on service quality and on a new training program for employees. They also said a new computer program has been installed that should resolve some of the problems.

Reach Debbie Messina at [dmessina\(AT\)pilotonline.com](mailto:dmessina(AT)pilotonline.com) or 446-2588.

GRAPHIC: Graphic WHAT HAPPENED

HRT'S COMMISSION UNANIMOUSLY APPROVED A PLAN THAT WILL RESTRICT SERVICE TO THOSE DEEMED ELIGIBLE BY FEDERAL LAW. FOR YEARS, THE PUBLIC TRANSIT AGENCY HAS BEEN MORE GENEROUS THAN FEDERAL GUIDELINES, BUT SOME PASSENGERS, INCLUDING THOSE LEGALLY ENTITLED TO SERVICE, WERE STRANDED OR LEFT WAITING FOR HOURS.

< WHAT'S NEXT

THE CHANGES IN SERVICE WILL BE PHASED IN OVER SIX MONTHS BEGINNING IN AUGUST. THE CHANGES INCLUDE THAT ONLY RIDES THAT ORIGINATE AND END WITHIN THREE-QUARTERS OF A MILE OF A FIXED BUS ROUTE WILL BE ALLOWED AND ONLY PEOPLE WITH DISABILITIES SO GREAT THAT THEY CAN'T USE REGULAR BUSES QUALIFY. HANDI-RIDE NOW LOGS UP TO 20,000 TRIPS A MONTH FOR 12,500 PEOPLE WITH DISABILITIES. ABOUT 3,500 HAMPTON ROADS RESIDENTS NOW GETTING RIDES WILL HAVE TO RELY MORE ON FRIENDS AND FAMILY, OR HIRE MORE EXPENSIVE TAXIS OR MEDICAL TRANSPORT SERVICES.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

FY 00/01 Exception Trips -- Estimated Mileages and Costs*

Branciforte -- 128 trips											
ID Number	Lift	CCab	SCT	Avg Miles	Lift Line	Ccab	SCT	Lift Line	Ccab	SCT	ADA
#	Line			/Trip	\$ avg	\$ avg	\$ avg	\$ Total	\$ Total	\$ Total	\$ Totals
8228	7		43	5.4	\$22.97	\$13.80	\$15.40	\$160.79	\$0.00	\$662.20	\$822.99
4454			2	5.0	\$22.97	\$13.00	\$14.50	\$0.00	\$0.00	\$29.00	\$29.00
7577	1		9	3.7	\$22.97	\$10.40	\$11.58	\$22.97	\$0.00	\$104.18	\$127.15
7689	8	2	24	2.8	\$22.97	\$8.62	\$9.58	\$183.76	\$17.25	\$229.84	\$430.84
5701	5		23	4.7	\$22.97	\$12.44	\$13.87	\$114.85	\$0.00	\$319.05	\$433.90
8015	2		2	4.9	\$22.97	\$12.80	\$14.28	\$45.94	\$0.00	\$28.55	\$74.49
	23	2	103							Sub-total	\$1,918.37
Corralitos -- 85 trips											
5762		4		7.2	\$22.97	\$17.30	\$19.34	\$0.00	\$69.20	\$0.00	\$69.20
6343	2	4		10.2	\$22.97	\$23.40	\$26.20	\$45.94	\$93.60	\$0.00	\$139.54
7610	2			10.0	\$22.97	\$23.00	\$25.75	\$45.94	\$0.00	\$0.00	\$45.94
7576		2	4	19.0	\$22.97	\$41.00	\$46.00	\$0.00	\$82.00	\$184.00	\$266.00
8379			47	16.5	\$22.97	\$36.00	\$40.38	\$0.00	\$0.00	\$1,897.63	\$1,897.63
8381	6	10	2	10.1	\$22.97	\$23.29	\$26.08	\$137.82	\$232.89	\$52.15	\$422.86
T4/17/01		2		8.0	\$22.97	\$19.00	\$21.25	\$0.00	\$38.00	\$0.00	\$38.00
	10	22	53							Sub-total	\$2,879.16
Lakeview -- 15 trips											
8516	3	12		3.5	\$22.97	\$10.00	\$11.13	\$68.91	\$120.00	\$0.00	\$188.91
	3	12	0							Sub-total	\$188.91



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1523 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA 95060-3911 (831) 460-3200 FAX (831) 460-3215 OR (831) 471-1290

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFF)

August 27, 2001

CONGESTION
MANAGEMENT
AGENCY

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

COMMUTE
SOLUTIONS

Dear Chair Ainsworth:

TRANSPORTATION
POLICY COMMITTEE

The Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E/D TAC) approved a motion at their August 14, 2001 meeting to:

RAIL OVERSIGHT
COMMITTEE

Recommend that the current service areas for the Americans with Disabilities Act mandated Paratransit remain 3/4 mile from fixed route service with a 1 1/2 mile service area for five rural route areas specified by the 1992 Paratransit Implementation Plan.

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

While we recognize there is a small financial impact to retaining this service, the E/D TAC feels that the benefits to rural residents more than justifies the expense.

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

The Elderly and Disabled Transportation Advisory Committee appreciates the opportunity to participate in discussions regarding all specialized transportation for seniors, people with disabilities and low income individuals in Santa Cruz County,

BICYCLE COMMITTEE

Sincerely,

Scott Bugental, Chair

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

Elderly & Disabled Transportation Advisory Committee

\\E&DTAC\ADA\ServiceArea.Aug01.wpd

WWW.SCCRTC.ORG
EMAIL:INFO@SCCRTC.ORG

MEMBER AGENCIES: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, COUNTY OF SANTA CRUZ, CALTRANS,
CITIES OF CAPITOLA, SANTA CRUZ, SCOTTS VALLEY, WATSONVILLE

ATTACHMENT G

August 24, 2001

Santa Cruz Regional Transportation Commission
c/o Mr. Jeff Almquist, Chair
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Dear Mr. Almquist,

For the **past** two years the Santa Cruz Metropolitan Transit District **has** been working toward the goal of restructuring and strengthening the delivery of the ADA mandated paratransit service for people with disabilities. The first of two phases, the audit of the present delivery of service **was** conducted and presented to the Metro Board of Directors. The next critical phase is the **re-certification** of **all** the people presently on the roles using ADA functional criteria for eligibility.

During re-certification it is expected that **there were** be a fair number of current **paratransit** users who will not meet the ADA criteria and found to be ineligible for **service**. **There also may be** individuals who will be removed from the roles **because they** do not live in the service **area** to be determined by the Board of Directors. As evidenced by using paratransit in **the first place, the** individuals who fall into these two categories have a definite need for transportation that **will** no longer be filled by the transit district using ADA funding.

Following is **part** of a motion Metro Accessible Transit Forum presented to the Metro **Board** of Directors in June: "During the re-certification process any rider who does not live in the service area should be **identified** and offer other alternatives.' As part of the transition **and** not leaving **ineligible** people totally without transportation, **the** potential use of **TDA** funds to bridge the gap has been suggested.

At the recent Elderly and Disabled Transportation Advisory Committee there seemed to be indication **that** the committee would be opposed to the *use* of TDA funds for bridging the **gap in** transportation for the ineligible individuals. To withhold funding with a *because of an attitude that "TDA funds are mine"* does **not** present a mutually cooperative effort to **solve** transportation alternatives for individuals who will potentially fall through the safety nets and therefore denying **transportation, access** to services and the community.

It **would** be beneficial for the SCRTC commissioners to give guidance and direction to allocation TDA funds to prevent the **potential** loss of transportation options for people with a definite need and to work cooperatively for finding solutions.

Sincerely,



Patricia A. Spence
720 Oregon Street
Watsonville, CA 95076
728-2787

cc; Linda Wilshusen, Executive Director

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: Kim Chin, Manager of Planning and Marketing

SUBJECT: **CONSIDERATION OF ISSUES RELATING TO THE PARATRANSIT CUSTOMER'S GUIDE/POLICIES AND PROCEDURES FOR PARATRANSIT OPERATIONS**

I. RECOMMENDED ACTION

Staff recommends that the Board consider issues related to the development of the Paratransit Customer's Guide/Policies and Procedures for Paratransit Operations

II. SUMMARY OF ISSUES

- Currently Lift Line does not have a Policies and Procedures Guide from the District that guides the implementation of ADA paratransit services.
- Lift Line relies on the ADA Plan approved by the Board and the contract with the District that contains specifications for the operation of Paratransit.
- The ADA Plan and the contract specifications do not contain sufficient detail to guide the operator in implementing paratransit on a day-to-day basis.
- MultiSystems has been contracted to develop a Policies and Procedures Operating Manual that will be based on a Customer's Guide which details how paratransit services will be provided.
- The Paratransit Customer's Guide and the Policies and Procedures Operating Manual have been developed in conjunction with a working group comprising the Chair of the Metro User's Group, the Chair of Paratransit Services of MASTF, the Chair of the Elderly Disabled Technical Advisory Committee and METRO staff.
- Upon approval by the Board of these core documents, staff will proceed to develop and issue a Request for Proposals (RFP) for Paratransit Operations. Both documents will be appended to the RFP to provide a clear articulation of how paratransit service is to be provided in Santa Cruz County.

III. DISCUSSION

The Paratransit Customer's Guide provides a clear and concise document to assist eligible paratransit passengers in booking and taking paratransit trips on the system. The guide is an important part in the creation of a detailed operating document to be used by paratransit

providers that will specify how service will be delivered to eligible passengers. In addition to the complete version, a summary of the guide will also be developed to provide applicants and users with highlights and "quick facts" about the system.

The Paratransit Customer's Guide was developed with assistance from a work group consisting of the Chair of the Metro User's Group (MUG), the Paratransit Services Chair of the Metro Accessible Services Transit Forum (MASTF), the Chair of the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and METRO staff. Additionally, an Open House was held on Friday, June 13, to provide members of the community to review drafts, ask questions and give input. The Guide was also presented to MUG and MASTF. At the MASTF meeting on Thursday, February 19, members of the community were also invited to provide input and comments. Copies of the working draft were also sent out to 80 different agencies and individuals for review and comment. The attached Paratransit Customer's Guide incorporates suggestions and input from this community review process. Both MUG and MASTF have approved the Customer's Guide and recommend that the Board adopt it.

Also attached for the Board's consideration is the Policies and Procedures for Paratransit Operations. This was also developed by the working group consisting of MASTF, MUG, E&D TAC and METRO staff.

The work group has recommended that with the inception of the new contract, it would be advantageous to develop a unique "brand" and positive image for prospective ADA paratransit services. The work group has therefore recommended the name "METRO ParaCruz" for ADA paratransit funded by METRO to distinguish it from other transportation services in the area. This name is being presented for the Board's consideration.

Both the Customer's Guide and the Policies and Procedures will be appended to the Request for Proposals (RFP) for Paratransit Operations. The following is an estimated timeline showing the next steps:

Action	Date
Present Guide and Policies to E&D TAC	August 14
Present Policies to MUG	September 19
Present Policies to MASTF	September 20
Present Guide and Policies to Board for approval	September 21
Release draft RFP to bidders for comment	September 19
Bidder's Conference	September 25 - 26
Release of RFP to bidders	October 8
Proposals due	November 8

Review by Evaluation Committee	Week of November 12
Interviews with bidders	Week of November 26
Board approval of successful bidder	January 18, 2002
Contract Starts	June 1, 2002

**** Contingency -- Re-bid if needed:**

Re-Release

Proposals Due

Interviews

November 15

December 14

December 20

IV. FINANCIAL CONSIDERATIONS

None at this time.

V. ATTACHMENTS

A. Paratransit Customer's Guide

B. Paratransit Policies and Procedures

METRO ParaCruz Customer's Guide

Table of Contents

- Important Telephone Numbers**
- Meeting Our Customers' Needs**

 - Improving Fixed Route Bus Service
 - Paratransit Service

- How to Apply for ADA Paratransit Service**

 - Temporary Disabilities
 - Service for Visitors

- The ADA Paratransit Service Area and Service Hours**

 - Weekday and Saturday Service
 - Sunday Service
 - Service Days and Hours

- Fares**
- How to Schedule Rides on Paratransit**

 - When to Schedule a Ride
 - How to Schedule a Ride
 - Your "Ready Window"
 - Scheduling Multiple Trips
 - "Subscription Trips"

- How to Change a Scheduled Ride**

 - If Your Appointment is Running Late

- How to Cancel a Scheduled Ride**
- "No-Shows"**
- What to Expect When the Vehicle Arrives**

 - Driver Assistance
 - Paying Your Fare
 - To Check on Your Ride
 - After Hours Emergencies

- Personal Attendants**
- Guests/Companions**
- Children**
- Wheelchair and Other Mobility Aids**
- Scooters**
- Respirators and Portable Oxygen Equipment**
- Service Animals**
- Pets**
- Safety Belts**
- Packages and Personal Items**
- Emergency Procedures**
- Inclement Weather**
- Rider Courtesy**
- Suggestions and Comments**
- Important Phone Numbers**
- Glossary of ADA Paratransit Terms**

Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides public transportation service throughout most of Santa Cruz County. This service includes XX fixed bus routes and ADA complementary paratransit service (ADA Paratransit) for people with physical, cognitive and psychiatric disabilities. All METRO bus routes are accessible to people with disabilities who need a lift or a ramp to board the bus, or who need audible stop information. Through this network of services, METRO's goal is to provide maximum transportation access to our customers.

Improving Fixed Route Bus Service

METRO is committed to providing transportation services that can be used by all of our customers. All "fixed route buses" (larger buses that operate on set routes) purchased since 1990 have lifts or ramps to better serve riders who use wheelchairs or have difficulty getting up and down the bus steps. Drivers announce major stops, intersections, and connecting points to help riders recognize their bus stop or point of transfer. A limited number of seats near the entrance are designated as priority seating for seniors and people with all disabilities. Reserved spaces with securement straps and driver assistance are available for riders who use wheelchairs to provide a safe and secure ride. We encourage our customers with disabilities to take advantage of the flexibility and independence that our fixed route bus service provides. For route and schedule information and any questions you may have about using the METRO bus service, call METRO Customer Service at 425-8600 (or 425-8993 if you use a TTY) Monday through Friday from 6:00 a.m. to 7:00 p.m.

METRO offers free transit training for seniors and people with all disabilities who want to ride the bus. Training includes how to use the METRO system, how to obtain a discount fare ID Card, purchase discount tickets, read the HEADWAYS Schedule book, and handle unexpected situations. For more information call METRO Customer Service at 425-8600 or 425-8993 if you use a TTY. To schedule training, call the Accessible Services Coordinator at 423-3868.

ADA Paratransit Service

For riders who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses, METRO offers a shared-ride, door-to-door service. This service is called “ADA Paratransit” service because it is provided as part of our efforts to meet the requirements of the Americans with Disabilities Act of 1990 (or ADA). The ADA Paratransit service is contracted by METRO to XXXXXXX.

ADA Paratransit service must be reserved at least one day in advance. The service is provided with ramp-equipped minivans, lift-equipped vans, and sedans. ADA Paratransit service operates in the same areas and during the same days and hours as the fixed route bus service. The service can be used for any trip purpose. This Customer’s Guide provides information about the ADA Paratransit service:

- how to become eligible to use the service
- where it operates
- the days and hours of service
- how to request a ride
- fares, and
- other important information

If you still have questions after reading this Customer’s Guide, you can call METRO’s **ADA Paratransit Administrator** at XXX-XXXX (or YYY-YYYY if you use a TTY). Copies of this Customer’s Guide can also be requested in large print, Braille, audio tape, Spanish language, on computer disk, or other alternative formats upon request. An informational video will be available soon. If you would like a copy, contact METRO Customer Service at 425-8600 or YYY-YYYY if you use a TTY.

How to Apply for ADA Paratransit Service

Individuals interested in using METRO's ADA Paratransit service must first be determined eligible. The eligibility review considers each person's functional ability to use fixed route bus service. Eligibility is not based on where you live, although service is only available in the designated ADA service area. If, as a result of a disability or health condition, you cannot use the fixed route buses under any conditions, you will be determined "unconditionally eligible." If you can use fixed route buses some of the time, but not at other times, you will be determined "conditionally eligible" for those trips that you cannot make by bus.

To apply, call the ADA Paratransit Eligibility Contractor and ask to schedule an appointment for an interview. Interviews normally take about 30 minutes. Your interview will be scheduled at the location closest to you and at a time that is convenient for you. If you need transportation to and from the interview, just ask when you make your appointment and free transportation will be provided. The person who interviews you will complete your eligibility determination form with you and will discuss your travel abilities and needs in more detail. You can also ask any questions you have about the service. At the interview, you may be asked to participate in further assessment, including taking a "mock" bus trip. This will give us a better idea of your travel abilities and takes 30-45 minutes.

You will be notified of your eligibility determination within 7 days after the interview. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, ADA Paratransit service will be provided until a final decision is made. **If you do not agree with the decision that is made, you can appeal the decision to an independent review board.**

METRO recognizes that there are times where customers may need transportation sooner than the eligibility process would allow. In these circumstances, please call METRO's ADA Paratransit Eligibility Coordinator for consideration for Immediate Needs Certification on an individual basis.

To begin the eligibility process, call the ADA Paratransit Eligibility Contractor at XXX-XXXX (or YYY-YYYY if you use a TTY).

Temporary Disabilities

Temporary eligibility is provided to customers who have a temporary disability which prevents them from using the METRO bus system. Eligibility will be provided for the expected duration of the disability. Contact the Eligibility Contractor at XXX-XXXX (or YYY-YYYY if you use a TTY) for application information.

Appealing a Determination

Applicants who believe a determination was made in error may appeal the decision. To request an appeal, the applicant must submit a written (?) request to:

METRO's ADA Paratransit Eligibility Coordinator
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

within 30 days of receipt of the determination letter. The request should include:

- Applicant's name and address
- Request for an appeal
- Reason why the determination was incorrect
- Backing information to support your request

The Eligibility Coordinator will schedule an independent appeal hearing for you within 30 days of receipt of the appeal request.

Questions:

How many levels of appeals?

What triggers the functional assessment?

Timing of appeals?

Independent review panel made up of? (Three members from community representing type of disability, professional in that specialty, and at-large member of MASTF)

Service for Visitors

Visitors to the METRO area can use ADA Paratransit for up to 21 days a year by providing documentation that they have been determined eligible for similar ADA complementary paratransit services by a transit agency in another part of the country. Visitors who do not have this kind of eligibility because they live in areas without public transit service might be asked for documentation of their health condition or disability.

If you will be visiting for more than 21 days in a year, contact METRO's ADA Paratransit Eligibility Coordinator for application information.

The ADA Paratransit Service Area and Service Hours

ADA Paratransit is designed to be “comparable to” (or similar to) the fixed route service. For this reason, it operates in the same general area as the fixed route bus service.

Service Area

The maps on the following page show the area served by ADA Paratransit every day except holidays as listed below. To find out if the places you want to travel to and from are within the service area, call the ADA Paratransit Administrator at XXX-XXXX (or YYY-YYYY if you use a TTY).

Service Days and Hours

ADA Paratransit operates on the following schedule:

Regular Service: 6:00 am to 10:30 p.m. Everyday

ADA Paratransit operates additional evening hours to correspond with certain fixed routes. Call the ADA Paratransit Administrator at XXX-XXXX for more information.

ADA Paratransit does not operate on the following holidays:

New Year's Day Thanksgiving Christmas Day

ADA Paratransit Service Area

Two maps: One for north and one for south part of County

One showing the regular weekday service area

ADA Paratransit Service Area

Two maps: One for north and one for south part of County

One showing evening, Sunday and holiday service area

Fares

The one-way fare for ADA Paratransit service is \$2.00. **The fare must be paid when boarding the vehicle.** Fares can be paid in any of the following ways:

- **Cash.** Exact fare only. Drivers carry no change. Cash fares may be paid with coins or dollar bills.

- **METRO Pre-paid ADA Paratransit Tickets:**

Pre-paid ADA Paratransit Tickets are available at METRO Center. The cost is \$2.00 each. Prepaid tickets may be purchased at METRO Center or by mail. Tickets may be purchased at other locations by special arrangement. Please call the Ticket and Pass Program Specialist at XXX-XXXX for information.

**Attn: Ticket and Pass Program Specialist
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060**

Please have ID card and ADA Paratransit ID number available when boarding the vehicle.

Have your exact fare ready for the driver when you board the vehicle. Drivers are not permitted to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse, you may put your \$2.00 fare in a separate coin purse or envelope for the driver.

METRO fixed route passes, METRO Student passes, and METRO discount fare passes are not valid on ADA Paratransit.

Please note that the ADA Paratransit fare is set by the METRO Board of Directors and may change.

Rider Tip:

Drivers are not permitted to accept tips. If you would like to commend a driver for service provided, call the ADA Paratransit Provider at XXX-XXXX.

How to Schedule Rides on ADA Paratransit

When to Schedule a Ride

You can reserve your ADA Paratransit ride from one to fourteen days in advance of your trip. The ADA Paratransit Provider's offices are open seven days a week (except holidays) from 8:00 am until 5:00 pm. If you need to call on holidays to request a ride for the **next day**, you may leave a message with your request and ADA Paratransit provider will call you back that evening to confirm your ride.

Please do not schedule a trip several days in advance if you are not sure if you will actually be going or if you are not fairly sure of the time you want to go. Reserving rides that are later canceled causes scheduling difficulties and can significantly increase the cost of providing the service to our community.

Scheduling Tip:

During the busiest scheduling times of the day (early mornings and late afternoons) you may be placed on hold until there is a reservation agent that can assist you. During these busy times, hold times can be 2-3 minutes or longer. If you are able, you may want to plan to place your trip requests during the middle of the day when the phone lines are less busy.

How to Schedule a Ride

To request a ride, call the ADA Paratransit Provider at XXX-XXXX or YYY-YYYY (TTY). Please call at least one day before the requested trip.

The reservation agent will guide you through the process of reserving a ride. The reservation agent will ask for the following information. Have this information ready when you call:

1. Your first and last name.
2. Your ADA Paratransit ID number.
3. The date and day of the week you need to ride.
4. The street address where you need to be picked up.
5. The street address or a known landmark where you are going and the telephone number (if you have it). If you will be going to a large facility that has several entrances (such as a mall or large medical facility), please indicate the exact point where you would like to be dropped off or picked up.
6. The time you would like to arrive (the appointment time, if applicable).
7. The time you will be ready to be picked up for a return trip (if applicable).
8. If you use a mobility aid such as a wheelchair, walker, scooter. If you use a very large wheelchair or other large mobility aid, please see the "Wheelchairs and Other Mobility Aids" section later in this brochure for information about the maximum sizes and weights our vehicles are designed to accommodate.
9. If you will need to use the lift.
10. If a personal attendant or companions will be traveling with you.
11. If you will need a car seat for a child traveling with you.
12. If a service animal will be riding with you.
13. If you will be using a collapsible wheeled cart for shopping.
14. If you need special assistance from the driver.
15. Any other information you feel we should know to safely and comfortably serve you.

The reservation agent will enter this information into our computer scheduling system which will identify a vehicle that is available to serve you. The reservation agent may sometimes need to put you on hold while the best travel option is identified. Upon completion of your request, the reservation agent will read your reservation back to you, and provide you with the ready window (time you can expect the vehicle to arrive) for each one-way trip.

Scheduling Tips:

- Although it is difficult to know ahead of time exactly when you will be ready for your return trip, it is very important to schedule the time as accurately as possible. Leave some extra time if you are not sure.
- If you are going to a doctor's office or other medical appointment, let the person who is making your medical appointment know you will be using ADA Paratransit. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time with ADA Paratransit.
- If you have an appointment, allow some extra time to get from the ADA Paratransit vehicle to your final destination. For example, if you have an appointment at 9:00 am, you might want to tell the reservation agent you would like to arrive no later than 8:45 am. The reservation agent is trained to assist you with scheduling your ride for your appointment times.
- Similarly, leave time to get to the place where the ADA Paratransit vehicle will pick you up for your return trip. For example, if you work until 5:00 pm, you might want to ask the reservation agent for a 5:15 pm pick-up.
- If you cannot be picked up to return earlier than a certain time (for example, you cannot be picked up from work until 5:15 pm), let the reservation agent know this.
- If you do not have a specific appointment time and can be flexible about your travel times, let the reservation agent know this. We might be able to best serve you if you can travel earlier or later in the day when we have more vehicle space available.
- If you know that another ADA Paratransit customer who lives near you will be traveling to the same place at the same time, and you would like to travel with them, mention this when you call to request your ride. The reservation agent can check to see if your rides can be combined (although this may not always be possible).

Your “Ready Window”

After you have provided the above trip information, the reservation agent will offer you one or more trip options. We will make every effort to offer you a pick-up and drop-off time that is as close as possible to the times you requested. Because Paratransit is a **shared-ride service**, and other customers may need to be scheduled on the same vehicle, it may be necessary to get you to your appointment a little early or pick you up for a return a little later than you request.

When you reserve a ride, you will be offered a “window” of time when the vehicle will arrive. The pick-up time that is offered and accepted by you will be your **Ready Window**. The reservation agent will provide you with a thirty minute period (window) within which *the vehicle can arrive*. This window of time is needed to group rides, to accommodate unexpected traffic conditions, weather conditions or other delays and schedule changes. It is important that you be ready to meet the Paratransit vehicle during this 30 minute period of time.

EXAMPLE:

A customer asks for a ride to and from work. She works from 9:00 am to 5:00 pm. So, she requests an 8:45 am drop-off in the morning and a 5:15 pm pick-up in the afternoon. The reservation agent is able to offer a Ready Window of 7:50 a.m. to 8:20 a.m. pick-up in the morning and a 5:45 return pick-up in the afternoon. In the morning, the customer needs to be ready to meet the vehicle between 7:50 am and 8:20 am (the Ready Window). **Remember, once the vehicle arrives, the driver can wait for five minutes before the vehicle will leave.** For the return, the Ready Window is from 5:35 pm to 6:05 pm.

Requested Drop-off Time	Appointment Time	Ready Window	Appointment Ends	Return Requested Pick-up Time	Return Ready Window
8:45 a.m.	9:00 a.m.	7:50 – 8:20	5:00 p.m.	5:45 p.m.	5:35 – 6:05

To ensure that the scheduling options that are offered will meet your needs, METRO has established the following guidelines for the ADA Paratransit scheduling process:

- Every effort will be made to schedule your trip so that you do not arrive more than 30 minutes before your requested drop-off time and no later than your requested drop-off time.
- Every effort will be made to schedule a return pick-up no later than 60 minutes after the time you have requested and no earlier than the time you have requested.
- Every effort will be made to schedule trips so that travel times are comparable to the time it would take to make the trip by fixed route bus. Most trips should take

no more than 60 minutes from the pick-up until the drop-off.

Will-Call Returns

You are requested to schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will be instructed to call the ADA Paratransit Provider when you are ready to return up to 10:30 p.m. The reservation agent will schedule a trip on the first available vehicle in your area. Please be advised that you may have to wait up to an hour for the vehicle to arrive.

If you have a Will-Call return scheduled for after 10:30 p.m. (in specific areas only), you are requested to call the service provider in your area at ZZZ-ZZZZ in the north service area, or AAA-AAAA in the south service area.

Scheduling Multiple Trips

You can request up to four (4) round-trips per telephone call. If you have more than four trips you need to schedule, please call back to schedule these other trips. This limit on scheduling has been set to minimize the telephone hold times for all customers. It can sometimes take 2-3 minutes to schedule each trip. The limit on the number of trips scheduled at one time helps to keep the phone lines from being tied up for long periods.

Scheduling Tips:

- When you call to schedule trips, have a pen and paper handy so you can write down important information like your pick-up Ready Window when you need to be ready for the ADA Paratransit vehicle.
- If you are scheduling several trips, have all of the information for each trip available when you call. This will help the reservation agent to serve you efficiently.

Subscription Service

If you need a ride to the **same place**, at the **same time**, at least once a week, “Subscription Service” may be a good option for you. This service allows you to schedule these trips with one call. You will then be automatically placed on the schedule each week. Ask the reservation agent about this option.

If you are receiving Subscription Service, it is important to **let us know immediately if you don't need a ride on a particular day**. This way, we can make the change

on our schedules. For example, if you have Subscription Service for a trip to school each weekday, keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips.

Because subscription service is limited, it is important to let us know when your schedule changes. If you ride less frequently than once a week, please call the reservations agents to schedule those rides. Excessive cancellations (within your control) of subscription rides may result in removal from the subscription list.

You can put your subscription trip on “hold” for up to three months. When you are ready to have your subscription service taken off hold, call the ADA Paratransit Provider one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than three months, we may ask you to call back and request new subscription service when it is again needed.

Depending on demand, it may sometimes be necessary to limit the number of subscription trips that we provide. If this happens, your request will be put on a waiting list and we will call you back when we are able to meet your request for subscription service. You may continue to make reservations for each trip individually.

How to Change a Scheduled Ride

If your plans change and you need to adjust your ride times, call the ADA Paratransit Provider at XXX-XXXX (or YYY-YYYY if you use a TTY) at least one day before your trip. Remember, the ADA Paratransit Provider's reservation agents are available every day (except holidays) from 8:00 am until 5:00 pm. If you call on a holiday to change a ride for the next day, you may leave a message with the information and we will call you back that evening to confirm the change.

Tell the reservation agent you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. Your ID number.
3. The date and time of the trip you are calling to change.
4. The new times that you would like to schedule, or changes you would like to make.

The reservation agent will always try to accommodate your needs, but changes to your original ride request may result in adjustment to your ready window or your ride time, according to schedule availability. The reservation agent will read back to you your new ready window and travel details.

Rider Tip:

ADA Paratransit cannot change pick-up times or pick-up/drop-off locations on the day of your ride.

If Your Appointment is Running Late

Everyone has occasional circumstances outside of their control which can cause delays at a scheduled appointment. If your appointment is running later than you expected and there is a chance you will not be ready for your scheduled return trip (or if you have missed the van or sedan), call the ADA Paratransit Provider's dispatcher at **XXX-XXXX** as soon as possible. You will be connected with the Dispatch office which stays in radio contact with drivers. The Dispatcher will request:

- Your name
- Your ID number
- The time of your scheduled return trip pick-up

The Dispatcher will make every effort to adjust your return trip pick-up time and assign another bus to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.**

Remember: Allow extra time for medical appointments or other appointments that may take longer than expected.

How to Cancel a Scheduled Ride

Please call to cancel the ride as soon as you know you will not be traveling, to avoid being considered a no-show. No-shows may lead to removal from service. Please see next section about No-shows.

Call the ADA Paratransit Provider at XXX-XXXX (or YYY-YYYY if you use a TTY) between 6:00 a.m. and 10:30 p.m.

If the ADA Paratransit Provider's office is closed, a recording will ask you to state your name, and the date and time of the trip(s) you want to cancel.

If you need to cancel a trip on the day of your ride, please call at least one hour before your scheduled pick-up time. It is important to notify the driver in time so that he or she does not make an unnecessary trip, and so you are not considered a "no-show."

No-Shows

A “no-show” occurs when:

- After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the trip.
- The vehicle arrives within the ready window, but the driver cannot locate the customer at the requested pick-up location.
- The vehicle arrives within the ready window and waits for five (5) minutes, but the customer is not ready to go and the driver must leave to stay on schedule.

No-shows cost METRO and taxpayers thousands of dollars each year. They also inconvenience other riders when there are delays that affect the schedule. To emphasize the importance of avoiding no-shows, METRO, with the advice and consent of its METRO Accessible Services Transit Forum (MASTF), has adopted the following policy:

- Each time a rider has a no-show, they will be sent a letter with the date and time of the apparent no-show. Riders will have an opportunity to dispute the no-show or indicate if circumstances beyond their control caused the no-show. If you feel this is the case, call the ADA Paratransit Administrator at XXX-XXXX.
- Riders who have two (2) “no-shows” that are not beyond their control in a 3 month period will receive a written **warning** of a possible suspension of service with the next no-show.
- If after receiving the warning, riders have one (1) more no-show (for a total of three (3) no-shows) within 3 months of the first recorded no-show, they will be notified that they are to be suspended from using ADA Paratransit for 30 days. A notice letter will be sent explaining that the suspension will be effective 10 days after the date on the notice. We will provide an opportunity to appeal the suspension.
- **If you “no-show” for the first leg of a trip, your return ride will be canceled automatically.**
- If you miss a scheduled ride for any reason, be sure to call the ADA Paratransit Provider if you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the ADA Paratransit service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the ADA Paratransit provider and tell them that you would still like a return ride. If we do not hear from you, the return ride will be canceled.

Appealing a No-show Charge

➔ If you think that you have been charged with a no-show when you should not have, you may appeal the no-show by contacting the ADA Paratransit Provider in writing to:

ADA Paratransit Provider

Address

Address

or by calling XXX-XXXX.

You need to provide an explanation of the circumstances that resulted in the no-show and why it should not be charged.

For a no-show to be valid, the ADA Paratransit Provider must document:

- that the driver was present at the pick-up location within the ready window
- that the ride was not previously cancelled (More than one hour in advance), and
- that the driver was authorized by the dispatcher to leave the pick-up address

Appealing a No-show Suspension

➔ If you receive a notice of suspension, you have been charged with three (3) no-shows. If you think that you have been charged with three (3) no-shows when you should not have, you may appeal the no-show suspension by submitting a request to:

ADA Paratransit Administrator

METRO Center

920 Pacific Avenue, Suite 21

Santa Cruz, 95060

in writing, or by calling XXX-XXXX.

- ➔ Your appeal request will be reviewed by an independent panel within 30 days of receipt.
- ➔ You will continue to receive service until the review panel has made a determination.
- ➔ Subsequent No-shows during the appeal process will be considered by the review panel in its determination.

What to Expect When the Vehicle Arrives

The ADA Paratransit driver will arrive in either a van, minivan, or sedan, depending on your transportation needs and vehicle availability in your area. The driver will pull the vehicle up to the curb in front of the pick-up address you provided. **The vehicle may arrive any time within your Ready Window.** Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. The driver will wait for five (5) minutes before departing. The driver is not permitted to honk the horn to let you know the vehicle has arrived, so wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you.

Door-to-door service

If you think it may be difficult for you to know when the ADA Paratransit vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to figure out ways that we can help alert you to when vehicles arrive, if at all possible.

Please note that the vehicle may arrive anytime within the 30 minute Ready Window and that drivers can only wait for you for 5 minutes after they have arrived. If you are not ready, the driver may have to leave to avoid inconveniencing other passengers.

EXAMPLE:

You have requested a 9:00 am Pick-up time. You are given a Ready Window of 8:50 am to 9:20 am. This means you should be ready for the vehicle to arrive anytime between 8:50 am and 9:20 am. If the vehicle arrives at 9:05, the driver will wait for you until 9:10. ***If the vehicle arrives at 8:50, at the beginning of the Ready Window, the driver can only wait until 8:55.***

Three examples within the Ready Window: 8:50, 9:05 and 9:20 arrivals:

Reservation Request	Ready Window	Vehicle can arrive	Vehicle can leave
9:00	8:50-9:20	8:50	8:55
9:00	8:50-9:20	9:05	9:10
9:00	8:50-9:20	9:20	9:25

You have told the reservation agent that you have a 10:30 appointment. You are given a Ready Window that will allow you to arrive no later than 10:15. The Ready Window given is from 9:25 to 9:55 for your trip.

Three examples within the Ready Window:

Appointment Time	Vehicle can arrive	Vehicle can leave	Drop-off Time
10:30	9:25	9:30	9:50
10:30	9:35	9:40	10:05
10:30	9:50	9:55	10:15

Driver Assistance

What the Driver Will Do:

- Arrive at your pick up location and wait for five minutes.
- Provide assistance from your front door to the vehicle, and across up to two steps if you need it.
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids, and with seat belts.
- Provide limited assistance with packages (wheeled carts are helpful).
- Provide assistance to the door of your destination.

What the Driver Will Not Do:

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- Drivers may not go into your purse or wallet to get your fare.
- Drivers do not provide assistance loading or unloading large packages or objects over 30 pounds. If you need assistance with large packages, please arrange for a companion to assist you.
- Drivers do not accept tips. If you would like to compliment a driver or have a complaint, call the ADA Paratransit Provider at XXX-XXXX.

Paying Your Fare

Fares must be paid when you board the vehicle, either \$2.00 in exact fare or a pre-paid ADA Paratransit Ticket. If you do not pay a fare, the driver may refuse to provide the ride.

To Check on Your Ride

If a Paratransit vehicle has not arrived by the end of your Ready Window, call the ADA Paratransit Provider at XXX-XXXX or YYY-YYYY if you use a TTY. The dispatcher will radio the driver and give you an update on your trip. Stay within sight of the pick-up location if at all possible, in case the vehicle arrives while you are calling.

After Hours Emergencies

If you have a medical emergency, always call 9-1-1.

Should an emergency involving your ADA Paratransit trip arise after 10:30 pm, call the after hours dispatcher for your area at ZZZ-ZZZZ for north service area, and AAA-AAAA in the south service area. See map on page N for service area information. This is only for emergencies, if you have a will-call after 10:30 p.m., or if your vehicle is more than 20 minutes late for a pick-up after 10:30 p.m.

Rider Tips:

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the reservation agent at which entrance you will be waiting.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

Personal Care Attendants

A Personal Care Attendant (PCA) is someone you may bring with you to assist you with traveling or with personal care or activities. PCAs are not required to pay a fare when traveling with you. PCAs must get on and off the vehicle at the same places and times as you.

To be able to have one PCA ride free with you, you must be registered with ADA Paratransit as needing a PCA. This is done as part of the eligibility process. If you did not indicate a need for a PCA when you first applied to be eligible for Paratransit and now need a PCA, call the Paratransit Eligibility Coordinator at XXX-XXXX or YYY-YYYY if you use a TTY and ask to have your eligibility changed. Additional documentation of your need for a PCA may be requested.

You will need to tell the reservation agent when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the van for you, your PCA, and other scheduled riders.

Guests/Companions

A guest/companion is someone you want to bring along to share the trip, not someone you must bring to assist you. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent when you schedule trips that you will be traveling with one or more guests/companions. Drivers cannot add riders who do not have a reservation.

If you make a reservation for them, you are always entitled to bring one guest/companion with you. Additional guests/companions will be accommodated if there is enough space on the vehicle.

Children

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare.

Children under six (6) years of age will be considered for ADA Paratransit eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal attendant), a fare must be paid for the child and the adult attendant rides free.

In addition, children under four (4) years of age (or under 40 pounds) must travel in an approved child seat. The ADA Paratransit Provider will have a limited number of car seats available. Please let the reservations agent know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on ADA Paratransit is responsible for the child. Drivers can assist with securing child seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please bring someone else along to help you.

Wheelchairs and Other Mobility Aids

Paratransit vehicles are designed to accommodate most wheelchairs and mobility aids. We may not be able to safely accommodate you, though, if your wheelchair or mobility aid exceeds the following dimensions:

- More than 30 inches wide
- More than 48 inches long

Also, we may not be able to accommodate you if the combined weight of you and your wheelchair is more than 600 pounds. If you use a wheelchair or mobility aid that exceeds these dimensions and/or weight, please call ADA Paratransit Customer Service at XXX-XXXX for assistance.

Scooters

Some three-wheeled scooters are difficult to secure on ADA Paratransit vehicles. Some scooters also come with a warning from the manufacturer that they should not be used as seats on moving vehicles. Because of this, the driver may recommend that you transfer to a vehicle seat if you can do this. While the driver will not require you to transfer, we strongly recommend that you do so that we can provide you and other customers with the safest ride possible.

Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on ADA Paratransit. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

Riders may travel with a trained service animal. Service animals include guide dogs, signal dogs, and other animals trained to work or perform tasks for persons with disabilities. Be sure to inform the reservation agent when you are scheduling a ride if you will be traveling with a service animal.

Pets

Animals that are not service animals may ride on ADA Paratransit only if they are properly caged or kenneled. For safety reasons, drivers are not permitted to carry cages or kennels heavier than 30 pounds on or off of ADA Paratransit vehicles. If you need assistance with a pet, please arrange to travel with someone who can help you.

Safety Belts

For your safety and security, you will be required to use a safety belt and remain seated while riding on Paratransit vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on ADA Paratransit. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds. You may bring packages in excess of this limit (i.e., that weigh no more than 50 pounds or are longer than 5 feet) onboard the vehicle, but you and/or your assistant or companion must be able to load and unload them without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store carts are not permitted on vehicles, but you may bring packages on-board in personal two-wheeled, collapsible carts. Customers with carts need to provide a bungee cord to secure the cart. Please let the reservation agent know that you are bringing a cart so that the

appropriate vehicle may be scheduled for you.

Emergency Procedures

In the event of an accident or emergency while onboard an ADA Paratransit vehicle, please remain calm and follow the instructions of the driver.

A rider who becomes ill, or notices another rider who may be ill, should immediately inform the driver.

If riders are to be met when they are dropped-off and the person is not there when the driver arrives, the rider will be transported back to the METRO office (or to another safe location) and the rider's guardian or assistant will be notified and required to pick-up the rider or make other transportation arrangements.

There are instances when a trip may take longer than expected. Bring any medication you need. If you have a medical need, you may want to carry a small snack.

If you are not onboard and have an emergency, call the ADA Paratransit Provider's Dispatcher. The dispatcher is trained to assist you in getting the help you need.

Inclement Weather

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions which may jeopardize the safety of our passengers and employees. On bad weather days, the ADA Paratransit Provider will be able to tell you if service is operating or not.

If your trip is for dialysis, chemotherapy, or another life-sustaining purpose, call the ADA Paratransit Provider at XXX-XXXX (or YYY-YYYY if you use a TTY) to make sure you can get where you need to go. Every effort will be made to deliver your trips using ADA Paratransit or by arranging other emergency assistance.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected.

Rider Courtesy

METRO has a short list of common-sense rules to ensure the safety of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- No smoking on the vehicles.
- No eating or drinking on-board (unless required for health reasons).
- No riding with open containers of alcohol or with illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No deliberate fare evasion.
- No physical abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, or compact disk players (without headphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in physical abuse or cause physical injury to another rider or driver, or who engage in other illegal activities may be subject to immediate and permanent suspension from receiving ADA Paratransit service.

Riders who engage in activity which seriously disrupts ADA Paratransit operations may also be subject to a suspension of service.

Any rider who is suspended from service will be notified in writing and will be given an opportunity to appeal the suspension.

Suggestions, Comments, Compliments and Complaints

We welcome suggestions, comments, compliments and complaints on our ADA Paratransit service.

If you have a comment or complaint about a particular trip or reservation experience, please contact the ADA Paratransit Provider's Project Manager at XXX-XXXX or YYY-YYYY if you use a TTY.

ADA Paratransit Provider

Address

Address

Address

If you have a comment about service policies or eligibility determination, call the ADA Paratransit Eligibility Coordinator at XXX-XXXX or write to:

**ADA Paratransit Customer Service
Santa Cruz METRO, Suite 21
920 Pacific Avenue
Santa Cruz, CA 95060**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, address, and phone number.
- The date, time, and location of the incident.
- The vehicle number or driver's name.
- If concerning ADA Paratransit Provider staff, the time of your conversation with them and the name of the employee.
- A detailed explanation of the incident or suggestion.

We will follow-up each comment or complaint received and will contact you by phone or in writing to confirm that we have received and are reviewing your comment or complaint within 4 days. Notice of resolution of the complaint will be provided to you in writing within two weeks.

ADA Paratransit Ombudsman

An ADA Paratransit Ombudsman is available to assist customers with addressing ADA paratransit service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may call the ADA Paratransit Ombudsman at:

Central Coast Center for Independent Living (CCCIL)
1395 41st Avenue, Suite B
Capitola, CA 95010
831-462-8720
831-462-8729 TTY

IMPORTANT PHONE NUMBERS

METRO ADA Paratransit Administrator.....XXX-XXXX or
YYY-YYYY (TTY)

METRO ADA Eligibility CoordinatorXXX-XXXX or
YYY-YYYY (TTY)

ADA Eligibility ContractorXXX-XXXX or
YYY-YYYY (TTY)

ADA Paratransit Provider.....XXX-XXXX or
YYY-YYYY (TTY)

- Reservations
- Dispatch
- Customer Service

METRO Customer Service.....425-8600 or
425-8993 (TTY)

After Hours Emergency (after 10:30 p.m.).....ZZZ-ZZZZ in
North Service Area, and AAA-AAAA in South Service Area

Glossary of ADA Paratransit Terms

ADA Complementary Paratransit

The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. ADA Paratransit service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

ADA Paratransit Eligibility

- Four categories of persons seeking transportation in the METRO service area are eligible for ADA Paratransit service:
- Individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
- Individuals who, because of a disability, are unable to travel to or from a bus stop
- Visitors to the METRO service area who are eligible for ADA Paratransit service in another community, and visitors with disabilities who are unable to use the METRO bus system
- Personal Care Attendants and companions of ADA-eligible individuals

ADA Paratransit Administrator

The METRO staff person responsible for overseeing all aspects of the administration and delivery of METRO ADA Paratransit service.

ADA Paratransit Eligibility Coordinator

The METRO staff person responsible for overseeing METRO’s ADA Paratransit eligibility determination process.

ADA Paratransit Eligibility Contractor

The company that performs ADA Paratransit eligibility determinations under contract to METRO. The ADA Paratransit Eligibility Contractor may use other professionals in making determinations.

ADA Paratransit Provider

The transportation operator that delivers ADA Paratransit service under contract to METRO. The ADA Paratransit Provider may employ other transportation operators as subcontractors for the provision of ADA Paratransit service to riders.

ADA Paratransit Ombudsman

The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between ADA Paratransit service riders and METRO with regard to service issues.

Ready Window

A 30-minute period of time surrounding a requested ADA Paratransit pick-up time, during which the vehicle will arrive at the pick-up location. For example: for a requested pick-up time of 9:00 am, the Ready Window would be from 8:50 am to 9:20 am. The ADA Paratransit rider must be ready and waiting for the vehicle throughout the Ready Window.

Driver Wait Time

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the rider before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the rider for five minutes after that time before leaving to pick up the next rider.

Cancellation

Notification from a rider to the ADA Paratransit Provider that he/she will not be needing a scheduled ride. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to a scheduled ride.

No-show

Failure of a rider (who has not properly cancelled a trip) to appear at the agreed-upon pick-up location within five minutes of the arrival of the vehicle at that spot. Three no-shows within three months may result in a 30-day suspension of a rider's ADA Paratransit service.

Subscription Service

A standing reservation for a trip that a rider takes to the same place at the same time, at least once a week.

Appeals Process

The opportunity available to an ADA Paratransit rider to dispute, before an independent panel, METRO decisions regarding his/her:

- Eligibility for service
- Recorded no-show
- Suspension of service due to no-shows

Operating Policies and Procedures Santa Cruz METRO ParaCruz (ADA Complementary Paratransit Service)

I. Definitions

ADA Complementary Paratransit

The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. ADA Paratransit service must be “comparable” to fixed route service in six key areas: service area, days and hours of service, fares, response time, trip purpose restrictions, and capacity constraints.

ADA Paratransit Administrator

The METRO staff person responsible for overseeing all aspects of the administration and delivery of METRO ADA Paratransit service.

ADA Paratransit Eligibility

Four categories of persons seeking transportation in the METRO service area are eligible for ADA Paratransit service:

1. Individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
2. Individuals who, because of a disability, are unable to travel to or from a bus stop
3. Visitors to the METRO service area who are eligible for ADA Paratransit service in another community, and visitors with disabilities who are unable to use the METRO bus system
4. Personal Care Attendants and companions of ADA-eligible individuals

ADA Paratransit Eligibility Coordinator

The METRO staff person responsible for overseeing METRO’s ADA Paratransit eligibility determination process.

ADA Paratransit Eligibility Contractor

The company that performs ADA Paratransit eligibility determinations under contract to METRO. The ADA Paratransit Eligibility Contractor may use other professionals in making determinations.

ADA Paratransit Ombudsman

The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between ADA Paratransit service riders and METRO with regard to service issues.

Advance Cancellation

Advance notification from a rider to the Contractor that he/she will not be needing a scheduled ride. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to a scheduled ride.

Appeals Process

The opportunity available to an ADA Paratransit rider to dispute, before an independent panel, METRO decisions regarding his/her:

- Eligibility for service
- Recorded no-show
- Suspension of service due to no-shows

Common wheelchair

Any mobility device that does not exceed 30 inches in width and 48 inches in height when measured two inches above the ground, with a maximum weight of 600 pounds for the device and the user combined, including three- and four-wheeled scooters and other non-traditional mobility devices.

Contractor

The transportation operator that delivers ADA Paratransit service under contract to METRO. The ADA Paratransit Provider may employ other transportation operators as subcontractors for the provision of ADA Paratransit service to riders.

Driver Wait Time

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the rider before departing. The vehicle may arrive at any time during the Ready Window for a particular trip. The driver will wait for the rider for five minutes after that time before leaving to pick up the next rider.

Guest/Companion

An individual accompanying a METRO ParaCruz rider from the rider's origin to the rider's destination. A Personal Care Attendant (PCA; see definition below) is not considered a guest/companion).

Late Trip

Arrival of a METRO ParaCruz vehicle at the scheduled pick-up location outside of the scheduled "Ready Window"; that is, more than 20 minutes after the scheduled pick-up time.

METRO

The name of the transit system managed and operated by the Santa Cruz Metropolitan Transit District.

Missed Trip

Failure of a METRO ParaCruz vehicle to arrive at the scheduled pick-up location, or arrival at 40 minutes or more past the end of the scheduled Ready Window.

No-show

Failure of a rider (who has not properly cancelled a trip) to appear at the agreed-upon pick-up location within five minutes of the arrival of the vehicle at the pick-up location. Three no-shows within three months may result in a 30-day suspension of a rider's ADA Paratransit service.

PCA

Personal Care Attendant. An individual who provides assistance to a METRO ParaCruz rider, either while traveling with METRO ParaCruz and/or at the rider's origin and/or destination.

Ready Window

The 30-minute period of time surrounding a requested ADA Paratransit pick-up time, during which the vehicle will arrive at the pick-up location. For example: for a requested pick-up time of 9:00 am, the Ready Window would be from 8:50 am to 9:20 am. The ADA Paratransit rider must be ready and waiting for the vehicle throughout the Ready Window.

Subscription Service

A standing reservation for a trip that a rider takes to the same place at the same time, at least once a week.

Will-Call Return

A return trip for which the pick-up time is determined when the rider is ready, rather than at the time the initial reservation for the trip is made. Wait time for a Will-Call Return pick-up may be up to one hour.

II. Description of Services

METRO offers a shared-ride, door-to-door service for people who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses. This service is called METRO ParaCruz. METRO ParaCruz is provided as part of METRO's efforts to meet the requirements of the Americans with Disabilities Act of 1990 (or ADA).

METRO ParaCruz service must be reserved at least one day in advance. The service is provided with ramp-equipped minivans, lift-equipped vans, and sedans. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. The service can be used for any trip purpose.

III. Eligibility and Registration

METRO, through its ADA Paratransit Eligibility Contractor, will be responsible for determining the eligibility of individuals to receive METRO ParaCruz service.

METRO will provide the Contractor with the names, identification numbers, and other relevant information about those individuals who have been certified to receive METRO ParaCruz service.

Individuals who are determined to be ADA-eligible will be issued credentials that readily identify them as qualified to receive ADA-level service.

IV. Contractor's Responsibilities

METRO ParaCruz service will be made available by the Contractor and its sub-contractors in sufficient quantity to meet all requests for service reserved at least one day in advance and within one hour of the customer's desired travel time. No pattern or practice shall be established to limit availability of service within the established operating parameters.

The Contractor will be required to provide personnel including, but not limited to reservations, scheduling, dispatch, driving, maintenance, supervisory, safety, office and all other personnel required to effectively perform all Contractor duties associated with the provision of METRO ParaCruz service.

The Contractor will be required to provide vehicles and facilities including, but not limited to, buildings, utilities, office materials and supplies, vehicles, fuel, parts and

supplies, and all other items needed to effectively perform Contractor duties associated with the provision of METRO ParaCruz service.

The Contractor will be responsible for ensuring that all trips requests that are accepted are served, even if served by a subcontractor. It is the contractor's responsibility to subcontract trips that are it is not able to provide, or that are better served by another provider. It is anticipated that the Contractor will perform more than 50% of the total trips served.

A. Service Hours

METRO ParaCruz service will be provided from 6:00 am to 10:30 p.m. daily. Additional evening hours will be available to correspond with certain fixed routes. Service will not be provided on the following holidays:

- New Year's Day
- Thanksgiving
- Christmas Day

B. Service Area

METRO ParaCruz is provided in an area $\frac{3}{4}$ mile on either side and around the ends of each fixed bus route operated by METRO. Express bus routes are excluded from the service area. A map of the service area is provided in [Attachment 1](#).

C. Fare Policy

The Contractor will provide a secure method of collecting and accounting for fares. All fare revenue will be retained by the Contractor. The monthly invoice for the METRO ParaCruz services performed will report the total dollar value of fares which should have been collected.

The one-way fare for a METRO ParaCruz trip is \$2.00.

The Contractor will collect fares from riders as they board the vehicle. Riders may pay the exact fare in cash (coins or bills) or use pre-paid METRO ParaCruz tickets.

METRO fixed route passes, METRO student passes, and METRO discount fare passes are not valid on METRO ParaCruz.

D. Personal Care Attendants (PCAs)

The Contractor will not supply Personal Care Attendants, but must allow a rider to travel with a PCA. The need of an ADA-eligible rider to travel with a PCA will be determined during the eligibility process by METRO and the ADA Paratransit Eligibility Contractor, and be indicated on his/her ADA credentials. The PCA must have the same origin and destination as the METRO ParaCruz rider.

PCAs are not required to pay a fare, but travel for free.

E. Guests/Companions

The Contractor will provide service to one individual accompanying a rider, in addition to a PCA. To be considered a guest/companion, the individual accompanying the METRO ParaCruz rider must have the same origin and destination as the METRO ParaCruz rider.

The Contractor will provide service to additional individuals accompanying a METRO ParaCruz rider, provided that space is available on the assigned vehicle, and that transportation of the additional individual(s) will not result in a denial of service to other ADA-eligible individuals. The fare for additional guest/companions will be \$2.00 each, the same as the for METRO ParaCruz rider.

F. Visitors

The Contractor will provide METRO ParaCruz service for up to 21 days a year to visitors to the METRO area who provide documentation that they have been determined eligible for similar ADA complementary paratransit services by a transit agency in another part of the country. Visitors must provide contact information for their ADA Paratransit provider to verify their eligibility status prior to reserving a ride.

METRO may ask for documentation of their health condition or disability from visitors who do not have this kind of eligibility because they live in areas without public transit service.

G. Mobility Devices

The Contractor will transport riders in all common wheelchairs, including three- and four-wheeled scooters and other non-traditional mobility devices in vehicles used to provide METRO ParaCruz services.

The Contractor will require wheelchair users to ride in designated securement locations in the vehicle.

The Contractor will require that a customer permit his/her wheelchair to be secured. However, the Contractor will not refuse to transport a wheelchair, including a three-wheeled scooter, or its user, on the grounds that the mobility device cannot be secured or restrained satisfactorily by the vehicle's securement system.

The Contractor may recommend to a user of a wheelchair or a three-wheeled scooter that the individual transfer to a vehicle seat. The Contractor will not require the individual to transfer.

The Contractor will allow individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle lift to board the vehicle, provided that the lift is equipped with handrails or other devices to assist standees in maintaining their balance.

H. Service Animals

The Contractor will allow customers to travel with service animals trained to assist them. Service animals include guide dogs used by persons with vision or hearing impairments, and dogs and other animals that provide aid to persons with mobility impairments.

I. Life Support Equipment

The Contractor will allow customers to travel with respirators, portable oxygen, and other life support equipment.

J. Reservations and Scheduling

METRO ParaCruz reservations may be made from 14 days to one day prior to the desired trip, from 8:00 a.m. to 5:00 p.m. Reservations must be accepted on the day before any service days, including holidays. During holidays, customers may leave messages between 8:00 a.m. and 5:00 p.m. requesting a trip for the next day. The Contractor will contact the customer confirming their trip reservation details between 5:00 and 9:00 p.m. on the holiday evening prior to the travel day. Customers are discouraged from calling on holidays for trips more than one day in advance.

Reservations Call Takers

The Contractor will be responsible for receiving all requests for service from customers, and for confirming and/or denying trip requests. The Contractor will use Trapeze PASS reservations/scheduling software to perform this function

The Contractor will not impose trip purpose priorities or restrictions upon ADA-eligible customers.

The Contractor will accept trip reservations from ADA-eligible customers up to the Contractor's close of business on the day prior to the requested trip.

The Contractor will permit reservations to be made up to 14 days in advance of an ADA-eligible customer's desired trip.

Staffing

There shall be Spanish and English language capabilities in reservations during regular reservations hours. The staffing level shall be sufficient to ensure that caller hold time standards, described below, are met.

The Contractor will provide reservation agents on all days except holidays to accept reservations from customers from 8:00 a.m. until 5:00 p.m. On holidays, use of an answering machine or service for this purpose will be acceptable. Staff must be made available on the evening of holidays to schedule reservations requests made on holidays for the following day. Reservation confirmation calls must be completed between 5:00 p.m. and 9:00 p.m. on the holiday.

Training

Reservation agents shall be trained to proficiency in all aspects of service operations including reservations procedures. They shall be familiar with the telephone equipment being used, including use of the Telecom Device for the Deaf (TDD). They shall be trained in telephone etiquette and sensitivity to people with disabilities. Reservation agents shall provide courteous, professional service to all callers.

Training shall include:

1. A minimum of 40 hours of on-the-job training with an experienced reservation agent
2. METRO ParaCruz Policies and Procedures for ADA Paratransit service
3. METRO ParaCruz Customer's Guide
4. Knowledge of METRO's fixed route transit services
5. Knowledge of Paratransit service area boundaries and street network within the service area
6. Minimum of 8 hours of sensitivity training which includes disability awareness and communication skills with people with disabilities.
7. Map reading
8. Minimum of 8 hours of training on telephone etiquette including how to handle difficult callers.
9. Minimum of 8 hours in-service riding in METRO ParaCruz vehicles per year
10. Applicable retraining for identified deficiencies in performance identified through paratransit monitoring program

Caller Hold Time

All calls to the Contractor regarding METRO ParaCruz service will be answered. The telephone system in place will allow that calls be connected within 10 seconds, and that callers will not spend more than two minutes on hold, on average, before speaking with a reservation agent or other member of the Contractor's staff. No calls will be disconnected by Contractor's staff.

Information Provided During Reservation Process

The reservation agent will request the following information from the customer:

1. First and last name
2. METRO ParaCruz ID number
3. Date and day of the week on which the ride is needed
4. Pick-up street address
5. The street address or a known landmark of the destination and the telephone number (if available). If the customer is traveling to a large facility that has several entrances (such as a mall or large medical facility), the Contractor's reservations staff will ask the customer for the exact point where he/she would like to be dropped off or picked up
6. Desired arrival time, and the customer's appointment time, if applicable
7. Pick-up time for a return trip, whenever possible. If it is not possible for the customer to estimate when he/she will be ready to be picked up for the return trip, the reservation agent will offer the customer a "Will-Call" return. The reservation agent will instruct the customer as to the phone number to call to request a return ride. Prior to 10:30 p.m., Will-Call returns will be accepted at the Contractor's reservations and dispatch phone number. After 10:30 p.m. (in specific areas only), the reservation agent will provide the customer with the phone number for the appropriate service provider.
8. Use of a mobility aid such as a wheelchair, walker, scooter
9. Need to use the lift
10. Whether a personal care attendant and/or guest/companion will be traveling with the customer
11. Need for a car seat for a child traveling with the customer

12. Whether a service animal will be riding with the customer
13. Use of a collapsible wheeled cart for shopping
14. Need for driver assistance to or from the door
15. Any other information the customer feels that the Contractor should know to safely and comfortably serve him/her

At the conclusion of the reservation process, the reservation agent will verify the scheduled trip date, origin address, pick-up time, drop-off address, appointment time (if applicable), return pick-up point, and return pick-up time with the customer.

The reservation agent will explain the “Ready Window” to the customer. The “Ready Window” is the period of time in which the vehicle may arrive at the pick-up location, and is defined as the period from 10 minutes before to 20 minutes after the negotiated pick-up time.

If trips for other customers are subsequently booked and change the customer’s scheduled pick-up time to a time outside of the Ready Window which he/she is expecting, the Contractor will call the customer and notify him/her of the change in schedule.

The Contractor shall make every effort to schedule your trip so that customers do not arrive more than 30 minutes before their requested drop-off time and no later than the requested drop-off time.

The Contractor shall make every effort to schedule a return pick-up no later than 60 minutes after the time the customer has requested and no earlier than the time requested.

The Contractor shall make every effort to schedule trips so that travel times are comparable to the time it would take to make the trip by fixed route bus. Most trips should take no more than 60 minutes from the pick-up until the drop-off.

The Contractor may negotiate pick-up times with individuals, but will not require a rider to schedule a trip to begin more than one hour before or after the individual’s desired departure time.

Customers may request up to four round trips per telephone call.

If a METRO ParaCruz customer needs a ride to the same place, at the same time, at least once a week, the reservation agent will inform him/her about “Subscription Service”, as described below.

Subscription Service

Subscription service customers will place standing order reservations in advance and be automatically placed on the schedule each week. Subscription trips may be placed on “hold” for up to three months. When the customer is ready to have his/her subscription service taken off hold, he/she must call the Contractor one week in advance to reinstate the service. If a customer needs to put subscription trips on hold for longer than three months, he/she may be asked to call back and request new subscription service when it is again needed.

Handling Trip Confirmation Calls

Reservations agents shall verify trip details upon request. Reservations agents shall repeat the day and date of travel, the origin and destination, and the Ready Window for each segment of the trip being confirmed.

Trip Cancellation Procedures

The Contractor must provide a means of accepting cancellations during all operating hours. The Contractor will take calls from customers who need to cancel their rides between the hours of 6:00 a.m. and 10:30 p.m. daily. Reservation agents will handle calls canceling trips during reservations hours (between 8:00 a.m. and 5:00 p.m.).

Reservation agents are required to explain to customers who cancel within one hour of their scheduled Ready Window for their trip that they are canceling late. A late cancellation is any cancellation received by the Contractor with less than one hour's notice of the scheduled Ready Window. Cancellations made one hour or more in advance of the scheduled pick-up time will not be counted against the rider.

If a customer call to cancel a ride less than one hour before their scheduled Ready Window, reservation agents are required to explain to the customer that they are canceling late.

METRO will not reimburse the Contractor in any way for canceled trips.

Trip Change Procedures

To change a scheduled trip, customers are instructed to call the Contractor during regular reservations hours at least one day ahead of the scheduled trip. Calls on holidays to change a reservation for the next day will be confirmed by the Contractor's staff between 5:00 p.m. and 9:00 p.m. on the holiday evening.

The reservation agent will ask:

1. The customer's first and last name.

2. METRO ParaCruz ID number.
3. The date and time of the trip being changed.
4. The new travel times and/or other changes the customer wishes to make.

The reservation agent shall always try to accommodate the customer's needs, but changes to the original ride request may result in adjustment to the Ready Window and the ride time, according to schedule availability. The reservation agent shall read back to the customer the new Ready Window and travel details.

K. Scheduling

The Contractor will be responsible for developing vehicle schedules. The Contractor will use Trapeze PASS scheduling software to perform this function.

Staffing

Sufficient staff should be in place to develop schedules in a timely manner, including adding reservation requests on holidays, and deleting cancellations as they become known.

Training

Schedulers shall be trained to proficiency using Trapeze PASS to develop accurate schedules for all trips. Schedulers shall use automated and manual scheduling techniques to develop the most accurate and efficient schedules that are operational.

The Contractor shall provide training for the schedulers that includes:

1. A minimum of 40 hours of on-the-job training with an experienced dispatcher
2. METRO ParaCruz policies and procedures
3. METRO ParaCruz Customer's Guide
4. Extensive knowledge of the service area and street network and service area boundaries
5. Extensive knowledge of traffic conditions and real travel times throughout the area
6. To discern the workability of a schedule developed using PASS
7. Minimum of 8 hours of sensitivity training for people with disabilities
8. Map reading
9. Minimum of 8 hours of in-service riding in METRO ParaCruz vehicles per year

10. Applicable retraining for deficiencies in performance identified through the paratransit monitoring program

Scheduling Procedures

The scheduler will review the schedules generated by the reservationists using PASS, and make adjustments based on his/her expertise in operating the schedules, ensuring appropriate levels of productivity and on-time performance. Schedules generated will respect the customers' expectations of service as described in the METRO ParaCruz Customer's Guide. This includes the Ready Window (30 minutes) and the maximum ride time generated by the schedule of no more than 60 minutes.

Any changes made to schedules that will violate a customer's understanding of his or her Ready Window will result in the scheduler calling the customer to inform him or her of the new Ready Window before 9:00 p.m. on the evening before travel. The customer's arrival appointment time may not be violated in the scheduling process.

The scheduler may opt to provide trips using subcontractors, provided that the customer's mobility aid requirements are accommodated.

Each month, the scheduler is responsible for verifying the internal PASS scheduling parameters based on actual speed and trip times observed during the previous month. The scheduler is also responsible for reconciling and verifying monthly schedule productivity vs. performed productivity.

L. Dispatch

The Contractor will be responsible for performing the dispatching function to monitor service, respond to emergencies, incidents, or otherwise assist customers, drivers or subcontractors as needed.

Staffing

Personnel with dispatch capabilities will staff the Contractor's office on all days and during all hours during which METRO ParaCruz service is in operation

Training

The Contractor shall provide training for dispatchers that includes the following:

1. A minimum of 40 hours of on-the-job training with an experienced dispatcher
2. METRO ParaCruz policies and procedures
3. METRO ParaCruz Customer's Guide

4. Extensive knowledge of the service area and street network and service area boundaries
5. Minimum of 8 hours of sensitivity training for people with disabilities
6. Map reading
7. Knowledge and operation of automated and manual dispatch systems
8. Knowledge and operation of radio systems
9. Minimum of 8 hours in-service riding in METRO ParaCruz vehicles per year
10. Applicable retraining for identified deficiencies in performance identified through Paratransit monitoring program

“Where’s My Ride” Call Handling

Customers will be instructed to call the Contractor in the event a vehicle has not arrived within the Ready Window for an estimated time of arrival. These calls shall be handled by dispatch to avoid excessive call times, and to minimize the time the customer may be out of sight of the driver at the pick-up location.

Dispatch staff will also take calls from customers whose ride is late, contact the driver to see when the vehicle will be arriving, and inform the customer of the vehicle’s expected time of arrival at the pick-up location. In the event that the driver is not underway, the dispatcher will take necessary steps to ensure that the trip is provided in a timely manner. Dispatch staff will also take ride cancellation calls and transmit this information to drivers.

Vehicle Communications Requirements

The Contractor will maintain contact with all vehicles at all times. The Contractor will be responsible for installing two-way radio units, Nextel equipment, or cellular telephones in all vehicles used to provide METRO ParaCruz service, whether owned by the Contractor or supplied by METRO.

Emergency Operations and Dispatch Capabilities

Consistent with Fixed Route policies and procedures.

M. Drivers

The Contractor will ensure that, at a minimum, drivers assigned to provide METRO ParaCruz services will:

- Perform their duties with due regard for the safety, comfort and convenience of customers and their property

- Comply with all applicable federal, state and local laws, regulations and licensing requirements, including drug and alcohol testing, and do not have a criminal record. The Contractor will require prospective drivers to obtain a (name of whatever the criminal record check is called in CA). Any information obtained which would directly affect the safety and well-being of customers must be submitted to METRO for review prior to the hiring of the applicant.
- Have and maintain a valid California driver's license, or Commercial Driver's License (CDL) if required.
- Have and maintain a good driving record. The Contractor will require prospective drivers to obtain a statement as to any moving violations as defined by the Department of Motor Vehicles. Any information obtained which would directly affect the safety and well-being of customers must be submitted to METRO for review prior to the hiring of the applicant.
- Are no younger than 21 years of age.
- Perform a pre-trip inspection of the vehicle at the beginning of his/her shift.
- Provide assistance from the front door to the vehicle, and down a maximum of two steps if the customer requires such assistance.
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids, and with seat belts.
- Provide limited assistance with packages (up to 30 pounds).
- Provide assistance to the door of the destination, if needed.
- Assistance is not required to be provided to individuals traveling as PCAs or guests/companions.
- Appropriately announce their presence at the specific entrance of the building of the pick-up location in an attempt to locate the customer, if the customer does not appear at the door at the scheduled time. Sounding the horn does not constitute an appropriate announcement.
- Contact the Contractor's dispatcher before leaving a designated location without picking up the customer and when encountering problems such as a customer not being ready, incorrect addresses, or addresses which are inaccessible to wheelchairs.

- Operate vehicles in service with the highest degree of safety for passengers, keeping vehicular speed within posted speed limits at all times, and otherwise obeying all laws pertaining to the safe operation of motor vehicles.
- Are courteous at all times, exemplary in speech and action, and sensitive to the needs of persons with disabilities.
- Wear clothing which is neat and clean in appearance and are required to wear shirts with collars and identification name tags.
- Do not smoke, or permit customers to smoke in vehicles.
- Do not eat or drink in vehicles, or permit customers to eat or drink in vehicles unless it is medically necessary.
- Do not play, or permit customers to play without earphones, audio/visual equipment in vehicles.
- Do not leave sight of a vehicle when customers are onboard, except in an emergency. In such an emergency, customers may be left in the vehicle or removed to the surrounding environment, whichever is safer.
- Ensure that only the driver occupies the driver's seat.
- Do not push any vehicle with their vehicle or allow their vehicle to be pushed while a customer is onboard either vehicle.
- Do not under any circumstances discipline any customer.
- Comply with all state and local laws regarding the speed and method of operation of vehicles.
- Do not accept tips or gratuities.
- Properly complete driver logs.

The following acts are not permissible for drivers when providing METRO ParaCruz service or while on METRO premises:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding medications prescribed by a physician which do not impair the driver's driving ability).
- Smoking in Contractor's or METRO vehicles or while on duty except in places or at times designated for that purpose.

- Resorting to physical violence to settle a dispute with a fellow employee, customer(s) or the general public while on duty. In self-defense, a driver may use no more force that is reasonably necessary.

METRO reserves the right to request the Contractor to remove from the provision of METRO ParaCruz services any driver whose conduct or performance does not comply with these requirements.

Training and Certifications

(CDL Bp or Commercial Class C for appropriate vehicles, consistent with State of California law. CPR and first aid)

The Contractor will ensure that all drivers assigned to METRO ParaCruz services meet, at a minimum, the following training requirements:

- First Aid certification
- Cardio-pulmonary Resuscitation (CPR) certification
- Passenger assistance techniques and sensitivity
- Defensive driving
- Emergency and accident procedures
- METRO ParaCruz policies and procedures
- Drug and alcohol awareness

Drivers must be thoroughly familiar with the vehicle(s) to be operated and receive training in defensive driving and rider assistance/sensitivity prior to being placed into METRO ParaCruz service. The Contractor will provide abbreviated instruction in rider assistance techniques prior to the driver's first day of service, but full certification must be provided within eight weeks of that date. This deadline may be relaxed in specific instances at the discretion of METRO if such training is not readily available at the time.

Drivers must receive training in the remaining areas listed above within twelve weeks of their first day in METRO ParaCruz service.

Written documentation of training received by each driver will be maintained on file by the Contractor, and made available for review upon request by METRO.

N. Handling of Comments and Complaints

The Contractor will be responsible for the processing, investigation and resolution of customer complaints regarding services provided by the Contractor. The Contractor will

provide a telephone number that is separate from the reservation line to receive complaints. Customers will be directed by METRO to contact the Contractor directly with comments or complaints about service. Customers will be instructed to call METRO about ADA policy complaints.

The Contractor will document the complaint on an Comment/Complaint form provided by METRO. The Contractor will fax a copy of the Comment/Complaint to the METRO ADA Paratransit Coordinator as soon as possible, but at least by the end of the day on which the complaint is received. Within four days after receipt of the complaint, the METRO ADA Paratransit Coordinator will notify the customer in writing that the complaint has been received and is under review. The Contractor will be responsible for investigating the complaint and will submit a written response to the METRO ADA Paratransit Coordinator that summarizes the investigation and any corrective action taken. The METRO ADA Paratransit Coordinator will notify the customer in writing of the resolution of the complaint within two weeks of the date on which the complaint was received. A copy of the resolution letter will be sent to the Contractor.

Customers may also register complaints with the ADA Paratransit Ombudsman at the Central Coast Center for Independent Living (CCCIL). The METRO ADA Paratransit Coordinator will send an acknowledgment letter to the customer, and forward the complaint to the Contractor for investigation and a written response. The METRO ADA Paratransit Coordinator will review the written response to ensure that the Contractor has acknowledged the problem and has taken proper action. The METRO ADA Paratransit Coordinator will notify the ADA Paratransit Ombudsman of the outcome of the complaint so that a response can be sent to the customer. A copy of the resolution letter will be sent to the Contractor.

The Contractor will cooperate with any request by METRO to distribute or post notices informing riders of these complaint procedures on vehicles used to provide METRO ParaCruz service.

Complaints about drivers' behavior or job performance may require METRO to take action, determined at the sole discretion of METRO, up to and including the requirement that the offending driver be removed from the provision of METRO ParaCruz services. Drivers who accumulate five unrelated, substantiated complaints in a twelve month period may be removed from METRO ParaCruz service.

O. Vehicle Standards

The Contractor will ensure that all vehicle used in METRO ParaCruz service comply with the standards contained in [Attachment 2](#).

The Contractor will maintain a list of all vehicles used to provide METRO ParaCruz service, including license plate numbers, vehicle identification numbers and the California Highway Patrol certification or other department certification, if applicable.

The Contractor will provide a current list to METRO prior to any vehicle being placed into service and thereafter upon request by METRO.

The Contractor will keep all vehicles fully licensed and inspected as required by the California Highway Patrol, California Department of Transportation, or other relevant agency. The Contractor will comply with all state and local vehicle registration, permitting, and regulatory requirements.

The Contractor will ensure that drivers perform daily safety inspections of vehicles prior to beginning each day's service. Drivers will document their inspection on a Pre-trip Inspection Form. A member of the Contractor's maintenance staff will monitor pull-out at the start of each day's service, and be available to provide assistance to drivers and respond to equipment problems as needed. Vehicles failing the daily inspection will not be used in service until the reason for the failure is corrected. Written pre-trip inspection reports will be maintained for not less than one year at the Contractor's facility, and will be made available to METRO for review upon request. Sample pre-trip inspection forms are included in [Attachment 3](#) for the Contractor's use, if desired.

If METRO supplies vehicles to the Contractor for use in providing METRO ParaCruz service, a detailed joint inspection will take place prior to acceptance of any vehicle by the Contractor, with representatives of the Contractor and METRO agreeing upon damage and wear. Except for normal wear and tear, vehicle(s) will be returned to METRO (upon termination of the Agreement) in the same condition in which they were received by the Contractor. A second joint inspection by the Contractor and METRO will be conducted at the time that the vehicle(s) are returned to METRO, for the purpose of determining the condition of the vehicle(s). The cost incurred by METRO of any repairs or maintenance determined to be necessary as a result of that inspection will be withheld from the Contractor's final payment.

METRO reserves the right to inspect vehicles used in providing METRO ParaCruz services at any reasonable time, scheduled and unscheduled, and to order the immediate removal from service of any vehicle not in compliance with the vehicle standards referenced herein. Failure to comply with this requirement may be cause for disallowance of compensation for services rendered in the violating vehicle.

P. Vehicle Maintenance

The Contractor will, at its own expense, institute a program of regular and preventive maintenance to ensure that all vehicles used to provide METRO ParaCruz service remain in proper working order. The Contractor will follow the preventive maintenance procedures included in [Attachment 3](#) for all vehicles supplied by METRO. For vehicles which are owned by the Contractor, the procedures outlined in [Attachment 3](#) are recommended, but will not be required.

The Contractor will keep service records to document maintenance, including preventive maintenance, unscheduled repairs, and body work, performed on each

vehicle used in providing METRO ParaCruz service, as outlined in **Attachment 4**. Service records will be kept on file by the Contractor and made available for METRO inspection upon request.

All physical damage to vehicles supplied by METRO will be reported to METRO not later than 24 hours following said damage, and repaired by the Contractor with 14 days of occurrence, regardless of cause.

The Contractor will ensure that the fleet of vehicles it uses to provide METRO ParaCruz service includes a sufficient number of spare vehicles to meet service demand and also provide for preventive maintenance, repairs, and substitution for vehicles that break down while in service. To meet this requirement, the Contractor will have at least 2 spare vehicles for every 10 vehicles needed to meet maximum peak service needs at its immediate disposal. These vehicles must be able to carry a minimum of one wheelchair and three ambulatory passengers and be maintained to the standards referred to above.

Vehicle Cleanliness

The Contractor will be responsible for maintaining the appearance and cleanliness of all vehicles used in METRO ParaCruz service. At a minimum:

- Vehicle exteriors will be washed once a week.
- Vehicle interiors will be swept or vacuumed and emptied of trash daily.
- Vehicle interiors will be wet mopped with a detergent and disinfectant solution once a week.
- The interior windows will be cleaned with a glass cleaner once a week.
- The driver's area will be cleaned once a week.
- Vehicle interiors will be fully cleaned throughout, including seats, handgrips, rails, headliners and other items, once a month.

Training and Certifications

ASE Certified

Trained to proficiency on specific equipment, including lift and ramp repair.

Maintenance Facilities

The Contractor and any subcontractors will maintain maintenance/storage facilities in the METRO ParaCruz service area sufficient to perform routine maintenance as required by METRO. All furnishings, equipment and supplies will be the responsibility of the Contractor.

Q. Drug and Alcohol Testing

The Contractor will comply with the requirements of METRO's drug and alcohol testing policy, which is included in **Attachment 5**.

The Contractor will ensure that every employee assigned to METRO ParaCruz service who holds a safety-sensitive position, as defined in **Attachment 5**, receives a copy of this policy, and signs the confirmation of receipt contained therein.

The costs of the actual drug and alcohol testing performed in accordance with this section will be borne by the Contractor.

The Contractor's own drug and alcohol testing policy and program may be substituted for **Attachment 5**, upon written approval from METRO. A signed self-certification form, a copy of which is included in **Attachment 5**, will be submitted to METRO by the Contractor with its request for approval of its drug and alcohol testing policy and program, and a description of the policy/program.

R. Accident Reporting

The Contractor will report all accidents occurring during the provision of METRO ParaCruz service immediately by telephone to the METRO ADA Paratransit Coordinator. The Contractor will require the driver(s) involved in an accident to prepare a written report within 24 hours of the accident. The Contractor will forward a copy of the accident report to the METRO ADA Paratransit Coordinator.

S. Inclement Weather

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions which may jeopardize the safety of passengers and employees. On bad weather days, the Contractor will respond to inquiries from customers and inform them of any service suspensions, modifications, or cancellations.

T. Records/Reporting

The Contractor will be responsible for properly maintaining separate records for the METRO ParaCruz service it provides. Records to be maintained include, but are not limited to:

- Operating statistics
- Individual maintenance files for each vehicle used to provide METRO ParaCruz service
- Driver employment, licensing, training, and drug/alcohol testing records
- Master client list of METRO ParaCruz users, including name, address and telephone number, and any special mobility information

- Passenger complaint files
- Telephone system performance statistics

The Contractor will prepare and submit the following reports to the METRO ADA Paratransit Coordinator. The prime Contractor will be responsible for the submission of the sub-contractors' reports.

Information to be Reported Daily

- Daily records of trips performed (negotiated pick-up time, estimated pick-up time, actual pick-up time, appointment time, if applicable, actual drop-off time, total number of eligible riders, companions, PCAs, no-shows and cancellations shall be submitted to METRO each day. Drivers' trip logs must be submitted with the daily reports for each service provider.
- Reports of any accidents occurring during the provision of METRO ParaCruz service
- Passenger complaints

Information to be Reported Weekly

Trapeze PASS reports, produced after information from driver logs about the actual disposition of METRO ParaCruz trips has been entered, that detail the total number of trips requested, scheduled, provided, and denied; total number of cancelled trips and no-shows; missed trips; late trips; total vehicle hours of service; and total vehicle miles of service.

Information to be Reported Monthly

- Billing invoice, as described below
- Complaint report, detailing the number of complaints received by date, including the nature of the complaint, status, and a summary of corrective action taken
- Summary of telephone system performance data, including number of calls received, answered and abandoned by hour; average and maximum hold times by hour; number and percentage of calls on hold longer than two minutes. Information should be provided separately for reservations, dispatch, and customer service phone lines.

Attachment 1: METRO ParaCruz Service Area Map

Attachment 2: Vehicle Standards

The Contractor will maintain all vehicles in good working order and furnish all necessary fuel, oil, lubricants, maintenance and repairs through the entire period of the Agreement, and comply with all applicable motor and equipment laws of the State of California. The Contractor will, on request, provide METRO with written certification of such compliance.

The Contractor will ensure that all vehicles are owned, leased or otherwise controlled by the Contractor by means of a written agreement.

The Contractor will ensure that all vehicles conform to the relevant sections of the (name of California motor vehicle laws), the rules and regulations of METRO and (name of appropriate CA motor vehicle dept.) and applicable federal motor vehicle safety standards.

The contractor will ensure that vehicles identified and used to provide METRO ParaCruz service are well maintained and in good working order and condition. The interiors and exteriors of all vehicles will be kept clean.

Vehicles used in providing METRO ParaCruz service will meet the following age requirements during the contract period: sedans or station wagons will be no older than 48 months from the date of manufacture (manufacturer's model year); lift-equipped vans will be no older than 60 months; vehicles with capacity in excess of 15 will be no more than 84 months. Vehicles may exceed this limitation by no more than six months during the final six months of the contract period. Vehicles older than the above specifications will adhere to the following: sedans and station wagons may be between 48 and 84 months of age with inspections every six months unless during the six month inspection more frequent inspections are deemed necessary by METRO. Lift-equipped vans may be between 60 months and 96 months with inspections every six months unless more frequent inspection is deemed necessary.

The Contractor will ensure that a seat with an installed and functioning seat belt is available for each rider and driver.

All vehicles will be equipped, at a minimum, with the following safety equipment, and the Contractor will train drivers in the proper usage and placement of this equipment in/on the vehicle:

- Chock blocks
- Safety locks
- Portable steps
- First aid kit
- Reflectors
- Defrosters
- Heater
- Air conditioner

- Spare tire and jack
- Fire extinguisher. U.L. rated
- Ventilators

All pieces of equipment must be in proper working condition at all times, and the first aid kit must be fully equipped.

The Contractor will affix the corporate name (or business name) to each vehicle in a permanent or semi-permanent manner in letters of no less than two inches high. One location of such name will be on the driver's side and the other will be located on the rear of the vehicle.

The Contractor will ensure that the doors of the vehicle are kept closed and locked while the vehicle is in motion.

The Contractor will ensure that no fueling of the vehicle is conducted while the vehicle is occupied by riders.

The Contractor will provide, without additional expense to METRO, a replacement vehicle that meets the terms of these specifications, whenever the original vehicle cannot be operated on any service day. If the Contractor fails to comply, alternative quality service will be authorized by METRO at the Contractor's expense.

The Contractor will maintain the capacity to provide one comparable spare vehicle and driver for every 10 vehicles used in METRO ParaCruz service. Contractors who provide fewer than 10 vehicles must have a minimum of one spare vehicle and driver.

The Contractor will equip vehicles with FM two-way radios, Nextel equipment, or cellular telephone equipment, under direction of the Federal Communications Commission (FCC). Mobile units must be able to contact the base station within a 25 mile radius of the base station. The base station must be manned while any vehicle is in transit. At all times, vehicles in transit must have the capacity to contact the base station by radio or cellular telephone communication. Payment may be withheld for a specific vehicle, if during inspection radio transmission between the specific vehicle being tested and the base is not established.

Attachment 3: Maintenance Schedules and Procedures

SAMPLE 3,000 Mile Maintenance Checklist
(Actual to be provided by METRO maintenance department)

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention

- Test drive vehicle
- Change oil and filter
- Check lube level, rear end and transmission
- Lube chassis
- Lube throttle linkage
- Check fluid levels: battery, radiator and windshield washer
- Check fluid levels: master cylinder and power steering
- Inspect upper and lower control arms and bushings
- Inspect all drive belts and alternator belt and bracket
- Visually inspect all brakes
- Adjust air in tires
- Inspect and test all interior lights, exterior lights, high and low beams
- Visually inspect general vehicle condition

SAMPLE 3,000 Mile Lift Maintenance Checklist
(Actual to be provided by METRO maintenance department)

- Inspect all lift hinges
- Inspect for hydraulic fluid and loose fittings
- Inspect wiring connections
- Check hydraulic fluid level
- Inspect stress points for wear, lip hinge and lock, platform hinges, floor and upper anchor bolts, and cable tension (if used)
- Inspect raise and lower speed of lift; adjust if necessary
- Inspect general condition of entire lift
- Inspect control cord and toggle/switch

Additional Comments

Mechanic Signature

SAMPLE 12,000 Mile Maintenance Checklist
(Actual to be provided by METRO maintenance department)

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention

- Test drive vehicle
- Change oil and filter
- Replace positive crank case vent valve
- Replace in-line fuel filter
- Replace transmission fluid and gasket
- Replace element in air cleaner
- Complete tune-up: plugs, timing
- Replace ignition cables
- Check lube level, rear end and transmission
- Check and tighten body: spring axle, U-bolts and shackles
- Check fluid levels: master cylinder and power steering
- Inspect all drive belts and alternator belt and bracket
- Inspect complete exhaust system
- Inspect brake and power steering hoses

- Inspect all ball joints, steering linkage and universal joints
- Apply solvent to carburetor choke shaft
- Lube chassis
- Lube steering box and linkage
- Lube doors, door release and safety catch
- Inspect battery, clean terminals and check water
- Check front end alignment and idler arm drag link
- Adjust air in tires
- Check all wheelchair stanchions

Additional Comments

Mechanic Signature

SAMPLE Preventive Maintenance Inspection Worksheet
(Actual to be provided by METRO maintenance department)
Perform Monthly on all Vehicles

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention

Prepare for inspection

- Check driver's report
- Wash vehicle
- Review maintenance history

Start up and drive; check operation of:

- Starting
- Service brake
- Horn
- Parking brake
- Transmission
- Speedometer

Remain in vehicle; check operation of:

- Fuel gauge
- Battery charging gauge
- Steering wheel free play
- Headlights high indicator
- Turn signal indicators
- Interior lights
- Heater and defroster
- All window glass
- Seats
- Oil gauge
- Windshield wipers and washer
- Registration
- Headlights low
- 4-way flasher indicator
- Instrument panel lights
- Air conditioner
- Doors
- Safety equipment

Outside inspection; check:

- | | |
|---|---|
| <input type="checkbox"/> Hood | <input type="checkbox"/> Fuel cap |
| <input type="checkbox"/> All lights | <input type="checkbox"/> Tires (check wear, cracks) |
| <input type="checkbox"/> Outside mirrors | <input type="checkbox"/> Record pressure |
| <input type="checkbox"/> Front end, king pins, wheel bearings, tie rod ends | _____ lbs. per sq. inch |
| <input type="checkbox"/> Bumper, body damage | |

Under chassis:

- | | |
|--|--|
| <input type="checkbox"/> Engine and transmission mounting bolts; check and adjust | <input type="checkbox"/> Body mounting bolts; check and adjust |
| <input type="checkbox"/> Transmission; check gear oil level | <input type="checkbox"/> Transmission; check cover bell and seal areas for leaks |
| <input type="checkbox"/> Exhaust, muffler and tail pipe hangers; tighten if loose | <input type="checkbox"/> Differential; check gear oil level and clean breather |
| <input type="checkbox"/> Differential: check for leaks | <input type="checkbox"/> Brakes; adjust if needed |
| <input type="checkbox"/> Springs, shackles, U-bolts; check for cracks or rust, tighten | |

Under hood; check:

- | | |
|--|---|
| <input type="checkbox"/> Air compressor; mounting and belt tension | <input type="checkbox"/> Lube steering gear and shaft |
| <input type="checkbox"/> Power steering hoses and oil level | <input type="checkbox"/> Throttle linkage |
| <input type="checkbox"/> C/case breather; clean/change exhaust system, tighten | <input type="checkbox"/> Water pump and fan belt |
| <input type="checkbox"/> Change oil filter | <input type="checkbox"/> Lube water pump and fan hub |
| <input type="checkbox"/> Correct fuel leaks | <input type="checkbox"/> Change air filter |
| <input type="checkbox"/> Pressure check radiator | <input type="checkbox"/> Change engine oil |
| <input type="checkbox"/> Check and adjust hoses | <input type="checkbox"/> Change fuel filter |
| <input type="checkbox"/> Check water level in battery | <input type="checkbox"/> Check radiator level |
| <input type="checkbox"/> Alternator; belt tension, terminals, check and lube | <input type="checkbox"/> Clean radiator front |
| <input type="checkbox"/> Lubricate all fittings | <input type="checkbox"/> Antifreeze protected _____ degrees |
| | <input type="checkbox"/> Clean battery cables |
| | <input type="checkbox"/> Fill master cylinder |

Drive off and park:

- Check level of engine oil
- Record all pertinent information in vehicle records
- Check hood latch

Mechanic Signature

Defect Repair Procedure

The Contractor will perform all defect repairs to vehicles on a timely basis and ensure that all vehicles are in a safe condition at all times. Drivers will report all defects as soon as possible and submit a defect sheet daily to the Contractor's maintenance department. Maintenance should act upon reported defects immediately.

The Pre-trip Inspection form that follows may be used as a defect sheet.

Sample Pre-trip Inspection Form

Attachment 4: Required Maintenance Records

The Contractor will maintain a complete, separate file of all maintenance activity for each vehicle used to provide METRO ParaCruz service, and will make those files available to METRO for inspection upon request.

Each maintenance file should contain the following items:

- Preventive maintenance records
- Drivers' daily defect report forms
- Defects repaired on repair orders matching driver defect report forms
- Accident damage estimates and repair invoices
- Documentation of parts and labor expenses
- Documentation of tire work/purchases
- Interior cleaning schedule
- Log or notations regarding maintenance activity

Attachment 5: METRO Drug and Alcohol Testing Policy

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: Paul C. Chandley, Human Resources Manager

SUBJECT: CONSIDER APPROVAL OF RESOLUTION OF INTENTION TO AMEND CALPERS CONTRACT TO PROVIDE ONE-YEAR FINAL COMPENSATION AND MILITARY SERVICE CREDIT AS PUBLIC SERVICE

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the attached Resolution of Intention to approve an amendment to the California Public Employees' Retirement System (CalPERS) contract to provide Section 20042 – One Year Final Compensation, and Section 21024 – Military Service Credit as Public Service.

II. SUMMARY OF ISSUES

- The District contracts with CalPERS to provide employee retirement benefits.
- CalPERS allows local public agencies to change their retirement formula from three-years final compensation to one-year final compensation and to add military service credit as public service.
- On July 13, 2001, the Board agreed to make these two changes to the CalPERS retirement contract as a result of labor negotiations with SEIU Local 4 15.
- The CalPERS contract amendment must be agency wide for all employees. The Board authorized its labor negotiators to obtain UTU Local 23 agreement to make these changes. Agreement has been obtained.
- CalPERS requires a resolution of intention be adopted by the Board at least twenty days prior to adopting the final contract amendment under Government Code 2047 1.
- Staff will return next month with the final documents for CalPERS to complete the proposed contract amendment.
- Attached as an Exhibit is the final contract amendment to the District's CalPERS contract for information only.

III. DISCUSSION

The California Public Employees' Retirement System allows local public agencies to amend their contracts to change the retirement formula from three-year final compensation to one-year final compensation and to add military service credit as public service. The Board agreed to make these two changes to the CalPERS retirement contract as a result of labor negotiations with SEIU Local 415 earlier this year. The CalPERS contract amendment requires the changes to be agency wide and include all District employees.

CalPERS recommends that the District disclose the following costs due to the adoption of the plan amendment: change in the present value of benefits: \$1,580,443; change in the unfunded accrued liability: \$1,066,821; and change in the employer rate: 0.0%. The District's pension fund is super-funded with an estimated post-amendment funded ratio of 148.6% as determined by CalPERS actuaries.

V. FISCAL IMPACT

The fiscal impact of the amendments will not change the District's current employer rate under the most recent actuarial valuation.

V. ATTACHMENTS

- A. Resolution of Intention
- B. Amendment to Contract Exhibit

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted: _____

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE BOARD OF DIRECTORS
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, The following is a statement of the proposed change:

To provide Section 20042 (One-Year Final Compensation) and Section 21024 (Military Service Credit as Public Service) for local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED this 21st day of September 2001, by the following vote:

AYES: Directors-

NOES: Directors-

ABSTAIN: Directors-

ABSENT: Directors-

Resolution No. _____
Page 2

APPROVED _____
Sheryl Ainsworth
Chairperson

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

**EXHIBIT**

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Santa Cruz Metropolitan Transit District

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective March 1, 1976, and witnessed February 20, 1976, and as amended effective September 18, 1976, August 25, 1984, October 28, 1989, December 15, 1990, December 5, 1992 and December 1, 1995 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective December 1, 1995, and hereby replaced by the following paragraphs numbered 1 through 12 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after March 1, 1976 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIRE FIGHTERS;**
 - b. **POLICE OFFICERS; AND**
 - c. **ELECTIVE OFFICIALS.**
5. The percentage of final compensation to be provided for local miscellaneous members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
6. No benefit or credit is provided for service of any type rendered prior to March 1, 1976. No benefit or credit is provided for service of any type rendered with Allen Transportation.
7. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20903 (Two Years Additional Service Credit).
 - d. Section 20042 (One-Year Final Compensation).
 - e. Section 21024 (Military Service Credit as Public Service), Statutes of 1976.
8. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
9. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

10. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 11 Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 12 Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
KENNETH W. MARZIO, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

BY _____
PRESIDING OFFICER

Witness Date
Attest: _____

Clerk

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 14, 2001

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AMENDING DISTRICT BYLAWS TO SET ALTERNATE MEETING LOCATIONS FOR THE REGULAR BOARD MEETINGS TO INCLUDE ONE ANNUAL MEETING AT CITY COUNCIL CHAMBERS FOR WATSONVILLE, CAPITOLA AND SCOTTS VALLEY

I. RECOMMENDED ACTION

Amend District Bylaws pursuant to Attachment A to set alternate meeting locations for the regular board meetings to include one annual meeting at City Council Chambers for Watsonville, Capitola and Scotts Valley.

II. SUMMARY OF ISSUES

- A discussion regarding alternating the Board of Directors meeting locations to include the Watsonville, Scotts Valley and Capitola City Council locations, has been ongoing for the last several months. The purpose of changing the meeting locations is to allow people throughout the County of Santa Cruz greater access to the Board of Directors.
- The Board of Directors decided at the August, 2001 Board Meeting to schedule a regular meeting at each of the three above-mentioned City Council locations, Watsonville, Scotts Valley and Capitola.
- In order to change the location of the Board Meetings, the Bylaws must be amended to reflect the new location.

DISCUSSION

At the August meeting it was determined that one regular meeting of the Board of Directors should take place in each of the following cities on an annual basis: Capitola, Scotts Valley and Watsonville. The other regular meetings would continue to be scheduled in the City of Santa Cruz at the City Council Chambers.

In order to provide and comply with Government Code §54954 the District's Bylaws must be amended to identify these new meeting locations.

Government Code §54954 requires that legislative bodies of local agencies provide by ordinance, resolution, or bylaws or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings.

Currently, the Santa Cruz County Regional Transportation Commission meets in the four cities as follows: Santa Cruz– March; Capitola– May; Scotts Valley– August; and Watsonville– November.

It might be helpful to schedule the meetings to coincide with their schedule. If that occurred the two agencies could publish notices advertising both meetings. Having both meetings during the same month in a particular city might create more interest in transportation issues.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Resolution No. 69-2-1 (Relevant section)

**RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01**

**On the Motion of Director: Tim
Fitzmaurice**

**Duly Seconded by Director: Bruce Gabriel
Is Hereby Amended:**

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF
DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES**

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the third Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, **except that in the following months the meetings will be held at the specified locations: May: Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California; August: Scotts Valley City Council Chambers located at 1 Civic Center Drive, Scotts Valley, California; November: Watsonville City Council Chambers located at 250 Union Street, Watsonville, California.**
- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, veteran status, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 14, 2001

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT WITH BOB TOTT, D/B/A METROPOLITAN MARKET AND OFFICE SPACE, TO ALI GHARAHGOZLOO, D/B/A METROPOLITAN MARKET AND OFFICE SPACE, AT THE SANTA CRUZ METRO CENTER EFFECTIVE FEBRUARY 1, 1997 AND TERMINATING ON FEBRUARY 1, 2002

I. RECOMMENDED ACTION

Approve the Lease Assignment from Bob Tott, d/b/a Metropolitan Market and Office Space, to Ali Gharahgozloo, d/b/a Metropolitan Market and Office Space at the Santa Cruz Metro Center effective February 1, 1997, terminating on February 1, 2002.

II. SUMMARY OF ISSUES

- Bob Tott currently rents space at the Santa Cruz Metro d.b.a. Metropolitan Market, whose lease began on February 1, 1997 and will terminate on February 1, 2002.
- Mr. Tott also rents additional space at the Santa Cruz Metro for office space. This lease began August 1, 1997 and was amended in December 1999 to extend the term to terminate on the same date as the Market lease, February 1, 2002.
- Mr. Tott has entered into a Purchase Agreement for the buy-out of his business at the Santa Cruz Metro Center to Ali Gharahgozloo.
- Mr. Gharahgozloo has been renting space at the Watsonville Transit Center d.b.a. Transmart for the past 2 years.
- Mr. Gharahgozloo has found a buyer for his business at the Watsonville Transit Center and is interested in taking over Mr. Tott's lease at the Santa Cruz Metro Center.

III. DISCUSSION

Bob Tott, d/b/a Metropolitan Market began leasing space for his business at the Santa Cruz Metro Center on February 1, 1997. His lease has a five (5) year term, with two consecutive options to extend the term on all the provisions contained in the lease, except for minimum monthly rent, each for an additional two (2) year period. The rent was set at \$885.77 at the commencement of the lease on February 1, 1997. The rent has been subject to a periodic cost of living adjustment each year. Currently the rent is \$927.40. Metropolitan Market is a business that sells food and miscellaneous sundries to customers. This type of business has been very successful at the Metro Center.

Mr. Tott also rents space at the Santa Cruz Metro Center for office space. This lease began August 1, 1997 and was to terminate July 1, 1999 but was amended to extend the lease to terminate concurrent with the Market lease on February 1, 2002. The current rent for the office space is \$218.82.

Mr. Gharahgozloo wishes to take over both the Market and the Office Space leases, which will both terminate on February 1, 2002. It is also his wish to exercise the first option period and extend both leases from February 1, 2002 to February 1, 2004.

Mr. Gharahgozloo has been successfully running and operating the Transmart at the Watsonville Transit Center, selling similar items as the Metropolitan Market. Mr. Gharahgozloo is an experienced businessman and will not be opening a business that is unfamiliar to him. He believes that he can be as successful in Santa Cruz as he has been in Watsonville.

Mr. Gharahgozloo has entered into a purchase agreement for the sale of the Transmart with Keang Lee of Boulder Creek, California.

Article 12 of the lease requires the consent of the District for any lease transfer, which cannot be unreasonably withheld.

IV. FINANCIAL CONSIDERATIONS

Rent for the Market space is currently \$927.40 per month with annual CPI adjustments.
Rent for the Office space is currently \$218.82 per month with annual CPI adjustments.

V. ATTACHMENTS

Attachment A: Purchase Agreement between Mr. Tott and Mr. Gharahgozloo

ATTACHMENT A

Bob



	DATE
	8/4/01

Purchase Agreement for Corporate Stock

INTRODUCTION: This offer and \otimes \otimes \otimes \otimes \otimes \otimes dated 8/4 2001

1. DEFINITIONS: The following definitions and designations shall apply regardless of number or gender:

CORPORATION: _____ Phone _____

BUSINESS: Metropolitan Market Phone 429-0124
920 Pacific Avenue
Santa Cruz, CA. 95060

BUYER: Ali & Jessica Gharabaghi 868-8130
c/o Transmart 475 Rodriguez Street
Watsonville. CA- 95076

SELLER: Robert Tott Phone 425-2180

SELLER BROKER: _____ Phone _____

LISTING BROKER: A.B.E. Business Services 461-1895
444 Whispering Pines, #53
Scotts Valley, C A . 95066

AGENT _____

AGENT! _____

SIGNING: Signing of this agreement by both buyer and seller.

CLOSING OR COE: Closing of the \otimes grMO escrow.

STOCK: All the outstanding stock of the corporation, which is now owned by seller and is to be purchased by buyer.

BALANCE SHEET AT SIGNING: Corporation's latest balance sheet disclosed to buyer prior to signing, dated July 31, 2001, which may be attached as Exhibit A.

BALANCE SHEET AT CLOSING: Corporation's balance sheet as of closing.

2. SALE OF STOCK: Seller hereby agrees to sell to buyer and buyer agrees to buy the stock from seller on the terms and conditions set forth below. Seller and buyer acknowledge that the transaction is in the form of \otimes sale of stock in order to meet the needs of the parties and that such form has not been recommended by the broker.

3. CONSIDERATION: The total consideration, which includes the liabilities of the corporation, shall be \$245,000 paid of credited as follows:

a. \$ 5,000 as a deposit to be held by the broker and, if a check, cashed when this offer is accepted. This deposit will be \otimes part of the down payment.

b. \$ _____ additional deposit upon opening of escrow. *also* included in the down payment

c. \$ 240,000* balance of the down payment to be deposited in escrow in cash or cash equivalent before closing. (Estimated closing costs will also be deposited)

d. \$ 245,000 total down payment.
(a + b + c)

e. \$ _____ approximate balance payable in the form of a non-negotiable promissory note to seller in equal monthly installments, including _____% per annum interest computed from COE, so as to fully amortize over _____ months (i.e. \$ _____ per month), payments to begin one month from COE, secured by a security agreement on the \otimes assets of the business and a pledge agreement on the stock, with right of offset and right to prepay without penalty. Note shall be assumable with seller's consent, which shall not unreasonably be withheld.

f. \$ _____ purchase price of the stock and any covenant not to compete and/or consulting or employment agreement.
(d + e)

g. \$ _____ approximate credit to buyer for liabilities of the corporation remaining after closing. If the \otimes \otimes balance differs from this figure, any note to the seller shall be \otimes adjusted up or down accordingly.

h. \$ 245,000 total consideration
(f + g)

Within one month after COE, the promissory note (3.0 above) shall be adjusted by any variation in the net current items (current assets less current liabilities) as shown on the balance sheet at closing from the net current items as shown on the balance sheet at signing.

4. CONDITIONS: This agreement is subject to the following conditions:

- a. Buyer's inspection of and reasonable satisfaction with the assets and financial and other records, contracts, and leases of the corporation, which shall promptly be made available for buyer's inspection.
- b. Seller's reasonable satisfaction with buyer's qualifications to purchase and operate the business successfully and buyer's creditworthiness. If buyer is a corporation, the shareholders shall personally guarantee the obligations to the seller under this agreement. Adequate informa-

The parties' satisfaction with items a and b, respectively, shall be conclusively presumed unless contrary written notice is given to the escrow holder or broker within ten days from signing or upon COE if sooner.

- c. Review and approval of the buyer's and seller's (of noya. Such approval shall be conclusively presumed unless contrary written notice is given to the escrow holder or broker within five days from signing or upon COE if sooner.
- d. Other (liquor license, franchise agreement, etc.)

5. ESCROW: The purchase price and closing adjustments shall be paid through an escrow to be established with Reid Schantz, attorney, the escrow holder. Separate escrow instructions may be signed to define the duties of the parties and the escrow holder. All parties shall cooperate with the escrow holder in performing any acts and completing any papers necessary to complete this transaction. The broker is a party to the WPO as to the payment of any sales commissions and an assignee of the sales proceeds to the extent of such commissions.

A CLOSING DATE AND POSSESSION: The estimated date for COE is September 30, 2001. Buyer and seller shall make their best efforts to close on or before that date. Seller shall deliver possession of the business to the buyer at closing.

7. SELLER REPRESENTATIONS AND WARRANTIES: Except as noted in paragraph 7 i, on the next page, seller represents and warrants as follows:

a. STATUS OF CORPORATION AND STOCK

- 1. Corporation is a California corporation duly organized, validly existing, and in good standing with the State of California, and has all corporate powers and authority to conduct the business as it is now being conducted. All the stock is owned by the seller and is validly issued, fully paid, and non-assessable. The corporation has no commitments to issue additional shares.
- 2. All restrictions on the transfer of the stock will be duly complied with or effectively waived.
- 3. This sale will not (a) cause the acceleration of any note balance or lease-purchase obligation, (b) cause the landlord to modify or end the premises lease, or (c) deny financing or credit extended to the corporation by any third party.

b. FINANCIAL STATEMENTS

- 1. All the financial information and statements furnished to buyer are complete, accurate, and prepared in a manner consistent with prior statements, and they fairly present the financial condition of the business as of the dates stated on them.
- 2. Since the date of the last financial statements furnished, there have been no material adverse changes in the aggregate in the assets, liabilities, revenues, expenses, or any other items shown on such statements.

c. ASSETS OF THE BUSINESS


- 1. All assets currently used in the business are owned by the corporation free from liens and encumbrances.
- 2. All assets are in good and operable condition and conform with all applicable building and zoning ordinances and regulations and other laws.
- 3. All accounts receivable of the corporation arose from the normal course of business, none have been previously assigned and they are fully collectible.
- 4. All resale inventory of the business is marketable and in good condition.
- 5. All leases and contracts relevant to the ownership and operation of the business are complete and in effect, and there are no undisclosed amendments.
- 6. All insurance policies and other agreements of the corporation are in full force and effect and seller is not in default of any of their provisions.
- 7. Assets currently used in or owned by the corporation which are not included in this sale are see list of office furniture (attached) (Attach Exhibit _____ if more space is needed)

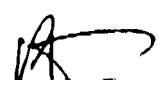
d. LIABILITIES

- 1. The financial and other information furnished to buyer includes a full disclosure of all liabilities of the corporation and all facts which might reasonably give rise to liability.
- 2. There are no claims or investigations existing which would affect the business or its assets or the transfer of good title, and all pending or threatened litigation involving the corporation has been disclosed.
- 3. There are no claims by distributors, sales representatives or customers because of defective products or services already delivered or rendered by corporation, arising either now or in the future, which will be asserted against the corporation. This warranty shall only apply so long as the corporation maintains liability insurance comparable to that presently in force.
- 4. Corporation will have no contracts or other commitments (including but not limited to collective bargaining agreements, employment contracts, pension or profit sharing plans) remaining effective after COE.
- 5. Seller shall remove the following liabilities from the corporation prior to COE. All liabilities will be removed by Seller. (Attach Exhibit _____ if more space is needed.)

e. COMPLIANCE

- 1. Corporation has all necessary permits and authority and is operating the business in compliance with all applicable laws and contracts. This compliance will not be violated by this sale. The business will pass all applicable inspections upon closing.
- 2. The business and its premises are in compliance with all applicable hazardous waste and other environmental regulations

Wm K plan, still to be decided upon Initials 



f. **TAXES:** All tax returns required to be made by corporation have been properly prepared, signed, and timely filed, and all tax liabilities have been paid.

g. **EMPLOYEES**

1. There are no material facts known to seller or corporation indicating employment or labor disputes which could adversely affect corporation's business operations.

2. Balance sheet at COE will reflect all accrued payroll, vacation, bonus, pension, profit sharing or other benefits accrued or owing to

h. **SURVIVAL:** All representations and warranties will be true at COE as if made then and will survive COE.

i. **EXCEPTIONS:**

8. **SELLER COVENANTS:** Seller and corporation covenant jointly and severally that from signing until COE:

a. The corporation's articles, by-laws and ownership will not change in any way.

b. The corporation will not incur or permit any additional encumbrances on the assets of the business or dispose of any such assets, except in the normal course of business.

c. The corporation will not enter into any material or long term contracts or any other transactions except in the normal course of business, and will make no changes in its labor or employment agreements. Corporation will continue to operate the business in the usual way, protect its assets and goodwill, allow the buyer to make reasonable inspections, and maintain good relations with suppliers, customers, and employees.

d. The corporation will hold appropriate director and stockholder meetings and take all other steps necessary to legally perform this agreement.

e. Prompt notice will be given to buyer of any event which materially alters the accuracy of the above Seller Representations, Warranties and Covenants.

9. **SELLER INDEMNITY:** Seller and corporation shall hold buyer harmless from any damage resulting from the falsity of the above Seller Representations and Warranties or the breach of the above Seller Covenants. Without in any way limiting the above Representations, Warranties and Covenants or the rights of remedies available to the buyer for their breach, seller and corporation hereby hold buyer harmless from all loss, liability, tax, or expense resulting directly or indirectly from the assertion against buyer or corporation of claims by government or any person or other entity based on facts existing before COE, except as provided herein.

10. **BUYER REPRESENTATIONS AND WARRANTIES:** Buyer represents and warrants the following:

a. Buyer has the full right, power, legal capacity, and authority to enter into and perform buyer's obligations under this agreement and buyer is legally bound.

b. Buyer has the financial ability to accomplish the purchase described in this agreement.

11. **BUYER COVENANTS:** Buyer covenants that from signing until COE:

a. Buyer will take all steps necessary to legally perform this agreement.

b. Prompt notice will be given to seller of any event which materially alters the accuracy of the above Buyer Representations, Warranties and Covenants.

12. **BUYER INDEMNITY:** Buyer shall hold seller harmless from any damage resulting from the falsity of the above Buyer Representations or the breach of the above Buyer Warranties and Covenants.

13. **FEES, EXPENSES AND REFUNDS**

a. Buyer shall pay any transfer or issue fees for permits, licenses, franchises and the like.

b. Buyer and seller shall pay equally all escrow fees and costs. Each party shall pay its own attorneys, accountants and other advisors.

c. Any federal, state or local income or other tax resulting from the operations or activities of corporation prior to COE shall be determined and paid by or charged to the seller.

d. Buyer shall remit to seller upon receipt any refund of overpayments of worker's compensation premiums, taxes, trade payables or the like which relate to the period prior to COE and are not shown on the balance sheet at closing.

14. **BROKER:** The broker identified in paragraph 1 has acted as the only broker for this sale and earned 6% commission based on the total consideration shown in paragraph 3h. If the sale is not completed because the buyer does not perform his obligations under this agreement, the buyer shall be responsible for and shall pay the broker this commission immediately. Any amount the buyer has deposited with the escrow holder may be applied against the buyer's obligation under this paragraph.

Buyer acknowledges that the broker has not verified and will not verify the representations of seller, and buyer relies solely on seller's representations and buyer's own investigation of the business and not on broker. Seller acknowledges that the broker has made no representations concerning the buyer's creditworthiness or ability to complete this transaction or to successfully operate the business, and relies solely on buyer's representations and not on broker. Should any such representations of buyer or seller be untrue, buyer and seller shall look solely to each other for relief and shall release, hold harmless, indemnify and defend the broker from any such claims.

15. **TRAINING:** Seller shall train buyer in the operation of the business for a period of 3 consecutive weeks from COE for 30 hour/3 per week without additional cost to buyer.

Handwritten mark

Handwritten signature

16. COVENANT NOT TO COMPETE: For a period of 3 consecutive years from COE, seller shall not directly or indirectly carry on a similar business within a radius of 1 miles of the business being sold, nor assist anyone ~~to do~~ except the corporation and buyer to do so within these limits; nor shall seller have any interest, directly or indirectly, in such business, except ~~66~~ an employee of the business being sold. Paragraph 19 will not prevent injunctive relief to enforce this covenant pending arbitration. Any part of the purchase price to be allocated to this covenant shall be ~~to~~ ~~be~~ ~~g~~ ~~mod~~ ~~upon~~ by the parties and submitted to escrow prior to COE.

17. CONDITIONS TO SELLER CLOSING: Seller's obligations at COE are subject to the satisfaction of the following conditions:
 A. As Of COE, All the Buyer Representations And Warranties shall be true and all the Buyer Covenants shall be complied with and performed in all material respects.
 b. All consents of third parties necessary to the performance of this agreement by seller shall have been received.

18. CONDITIONS TO BUYER CLOSING: Buyer's obligations At COE are subject to the satisfaction of the following conditions:
 A. AA of COE, all the Seller Representations And Warranties shall be true And all the Seller Covenants shall be complied with and performed in all material respects.
 b. All consents of third parties necessary to the performance of this agreement by buyer shall have been received.

19. ARBITRATION: Any dispute relating to this agreement by any party or the broker shall be decided by binding arbitration AA provided in the California Code of Civil Procedure, beginning at section 1280, And shall include full rights of discovery. In any suit or arbitration on this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

20. ACCEPTANCE; This offer shall expire unless if so accepted in writing by seller and that acceptance IA communicated to buyer by 11:59 p.m. on August 8, 2001. Any later acceptance shall be A counteroffer.

21. SUMMARY: the entire agreement of the parties relating to the sale of the stock And any covenant not to compete and/or consulting or employment agreement set forth in this agreement and can only be modified in writing signed by the parties. This agreement shall bind and benefit the parties and their legal successors. Captions in this agreement are for convenience only and shall not be considered in construing its meaning.

22. ACKNOWLEDGMENT AND GUARANTEE, By signing below, the buyer And seller each acknowledge that they have carefully read and fully understand this agreement and have received A copy of it. The undersigned warrant that their signatures are legally sufficient to bind the buyer And seller, respectively, and personally guarantee performance hereunder.

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. FOR TAX ADVICE, CONSULT AN ACCOUNTANT. THE BROKER IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE.

<u><i>Abir Ghorakhyal</i></u> Buyer	<u>8/4/01</u> Date	<u><i>Robert Fort</i></u> Seller	<u>8/9/01</u> Date
<u><i>Jan Khan</i></u> Buyer	<u>8/4/01</u> Date	_____	_____
_____	<u>8/4/01</u> Date	_____	_____
Broker's Agent	Date	Corporation	
		By: _____	Date _____
		Title <u><i>ABE Business Services</i></u>	<u>8/10/01</u>
		Broker's Agent	Date

LIST OF ATTACHMENTS

Exhibit

- A. Balance sheet at signing
- B. _____
- C. _____
- D. _____
- E. _____

Aug 08 01 04:40p

NM&C, LLP (831) 476-1422

(831) 476-1422

P. 2

**COUNTER OFFER TO PURCHASE AGREEMENT
FOR CORPORATE STOCK**

Seller: Robert Tott
Anton-Lewis, Inc.

Buyer: Ali and Jessica Gharahgozloo

Premises: Metropolitan Market
920 Pacific Ave.
Santa Cruz, CA 95060

Seller hereby accepts the terms and conditions set forth in the Purchase Agreement for Corporate Stock (the "Offer") dated August 4, 2001 pertaining to the above-referenced business, subject to the following modifications:

1. **BUYER INDEMNITY.** Paragraph 12 of the Offer is modified to add: "Buyer shall indemnify, defend, protect, and hold harmless Seller and Robert Tott from any and all damage, loss, liability, costs, or expenses resulting directly or indirectly from ownership or operation of the business after the Close of Escrow."

2. **TRAINING.** Paragraph 15 of the Offer is modified to provide that Seller shall train Buyer for a period of two weeks from Close of Escrow for ten hours per week.

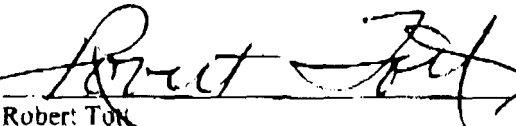
3. **COVENANT NOT TO COMPETE.** Paragraph 16 of the Offer is modified to provide that the Covenant Not to Compete shall be limited only to a similar retail grocery business within a radius of two miles of the business being sold.

4. **COMMISSIONS.** In the event the sale by Seller to Buyer closes escrow, Seller shall pay to A.B.E. Business Service a commission equal to 4.5 % of the purchase price.

This Counteroffer shall expire unless it is accepted in writing by Buyer and acceptance is communicated to Seller by 5:00 p.m. on August 14, 2001.

DATED: August 1, 2001

ANTON-LEWIS INC.

By: 
Robert Tott

(signature continued on next page)

Aug 08 01 04:41p

NM&C, LLP (831) 476-1422

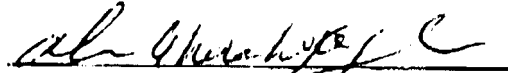
(831) 476-1422

P-3

DATED: August 9, 2001


ROBERT TOTTE, Seller

DATED: August 10, 2001


ALI GHARAHGOZLOO, Buyer

DATED: August 10, 2001


JESSICA GHARAHGOZLOO, Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 14, 2001

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU, D/B/A TRANSMART AT THE WATSONVILLE TRANSIT CENTER TO KEANG LEE AND MEE DIEH-LEE

I. RECOMMENDED ACTION

Approve the Lease Assignment from Ali Gharahgozloo and Jessica Hsu, d/b/a Transmart at the Watsonville Transit Center to Keang Lee and Mee Dieh-Lee.

II. SUMMARY OF ISSUES

- Ali Gharahgozloo and Jessica Hsu, d.b.a. Transmart, lease space at the Watsonville Transit Center to operate a small store. The lease commenced on October 1, 2000 and will terminate on September 1, 2005.
- Mr. Gharahgozloo and Ms. Jessica Hsu have entered into a Purchase Agreement for the buy-out of their business at the Watsonville Transit Center to Keang Lee and Mee Dieh-Lee and have entered into a Purchase Agreement to buy out Bob Tott's business currently operating at the Santa Cruz Metro Center.
- Keang Lee and Mee Dieh-Lee have entered into a purchase agreement for Transmart. They are seeking approval of the lease transfer for Transmart.

III. DISCUSSION

Ali Gharahgozloo and Jessica Hsu, d/b/a Transmart entered into the most recent lease agreement for space at the Watsonville Transit Center on October 1, 2000. The lease has a five (5) year term, with no option to extend the term. The rent was set at \$1,100.00 at the commencement of the lease on October 1, 2000. The rent is subject to a periodic cost of living adjustment beginning October 1, 2001. Transmart is a business that sells food and miscellaneous sundries to customers. This type of business has been very successful at the Watsonville Transit Center.

Mr. Gharahgozloo and Ms. Hsu wish to have both the Metro Market lease and the Office Space leases transferred from Bob Tott, d.b.a. Metropolitan Market at the Santa Cruz Metro Center.

Mr. Gharahgozloo and Jessica Hsu have entered into a purchase agreement for the sale of the Transmart with Keang Lee and Mee Dieh-Lee of Boulder Creek, California. Mr. Lee and Ms. Dieh-Lee wish to take over the lease for the Transmart at the Watsonville Transit Center. Mr. Lee and Ms. Dieh-Lee have submitted their tenant application to the Transit District, which includes their business history, experience and financial records. These records have been

reviewed by the Finance Department and the Facilities Maintenance Department and they have been accepted as proposed viable tenants.

Mr. Lee will also be taking over the responsibilities of on-site manager and will provide janitorial services at the Center. His partner who will be working with him is fluent in Spanish. He will also be retaining another individual to steam clean the premises.

Article 12 of the lease requires the consent of the District for any lease transfer, which cannot be unreasonably withheld.

IV. FINANCIAL CONSIDERATIONS

Rent for the Transmart is currently \$1,100.00 per month with annual CPI adjustments.

V. ATTACHMENTS

Attachment A: Purchase Agreement between Mr. Gharahgozloo and Mr. Lee



Purchase Agreement for Business Assets

Date 8/3/01

INTRODUCTION: This is an offer and an agreement to buy and sell business assets.

1. DEFINITIONS: The following definitions and dwignotions shall apply regardless of number or gender:

BUSINESS: Trans-Mart 475 Rodriguez Street
Watsonville CA. 95676

BUYER:
Keang Lee
131 Bishop Lane
Boulder Creek, CA. 95006

SELLER:
Ali & Jessica Gharahgozloo
c/o Trans-Mart 475 Rodriguez St.
Watsonville, CA. 95076

BUYER'S BROKER:

SELLER'S BROKER:
A.B.E. Business Services
444 Whispering Pines, #53
Scotts Valley, CA 95076

AGENT'S WE: _____

AGENTS NAME: Wallace Berry

COP: Change of possession of business assets from **seller** to buyer.

CLOSING OR COE: Close of escrow.

2. SALE OF BUSINESS ASSETS: Seller agrees to sell the business assets to buyer and buyer agrees to buy the business assets from seller for the **price** and OR the terms and conditions set forth below.

3. ASSETS: This sale shall include all the assets of the business including but not limited to any equipment, trade fixtures, leaseholds, leasehold improvements, contract rights, business records (with seller retaining a reasonable right of inspection), licenses, franchises, goodwill, covenant not to compete, trade secrets, trade names, telephone numbers, supplies, work in progress and inventory. It shall not include accounts receivable, bank accounts, deposits, cash, financial records (however buyer shall have a right to make copies prior to closing), or _____

4. PURCHASE PRICE: The purchase price shall be the sum of \$ 140,000, and shall be payable as follows:

a. \$ 1,000 deposited by buyer upon signing this agreement as part of the down payment. Broker is **authorized** to

- hold deposit check uncashed until escrow is opened OR
- deposit check into escrow trust account or broker trust account upon acceptance of offer.

b. \$ _____ additional deposit upon opening of escrow, also included in the down payment.

c. \$ 4,000 **balance of the down payment** to be deposited in **escrow** 2 days before **closing**. (Estimated **closing** costs will also be deposited)

d. \$ 5,000 **total down payment.** **Seller Note**

e. \$ 15,000 **(approximately) by the assumption of a note balance payable** \$123,200 **r** 18 **month** **(24** **mo** including 8 % per annum interest. **If the actual balance differs from the above figure, any note to the seller shall be adjusted up or down accordingly.**

f. \$ 120,000 **balance in the form of a non-negotiable note in customary form with right of offset, payable to seller in equal monthly installments, including** 7.5 % per annum interest computed from COP, so as to fully amortize over 300 **r** months **(i.e., \$1458 payments to begin one month from COP, secured by a security agreement on the assets of the business as described by the seller, with the right to prepay without penalty. If buyer is a corporation or other entity, the owners shall personally guarantee the obligations to the seller under this agreement**

5. INVENTORY: **Equity Builder Loan - payable to Bank of America.**

The purchase price shall include salable inventory and consumable **supplies of \$10,000** at cost. If the actual inventory varies from that figure the purchase price and **any** note to the seller **will** be adjusted accordingly OR

the salable inventory at cost shall be paid for at COE in addition to the total purchase price above.

Notwithstanding the above, the inventory shall not exceed \$ 10,000 and the buyer can reject any part of the inventory over that amount. The inventory count shall be made on COP

by buyer and seller OR

by an independent inventory service, with the fees to be divided equally between buyer and seller,

Work in progress shall be valued at the actual cost of material and direct labor incurred by **seller** and reimbursed by buyer in cash at closing.

6. PURCHASE PRICE ALLOCATION: Buyer and seller shall endeavor to **allocate** the purchase price among the assets to be purchased before COE.

7. CONDITIONS: This **agreement** is subject to the following conditions:

a. **Buyer's** inspection of and reasonable **satisfaction with the assets, financial and other records, contracts, leases of the business and Seller's Disclosure Statement** (see paragraph 17) which shall promptly be made available for buyer's inspection.

b. Seller's reasonable **satisfaction with the buyer's qualifications to purchase and operate business successfully, buyer's creditworthiness and Buyer's Disclosure Statement** (see paragraph 17). Adequate information shall **promptly be made available** to seller.

KL Buyer JR Buyer AR Seller AR Seller

For conditions 7a and 7b above, satisfaction by either the seller or buyer shall be **conclusively presumed after ten days** from the signing of this agreement **unless** contrary written notice is given to the other party's broker, or **upon COP, whichever is sooner.**

- c. the written consent of the landlord to assignment of the existing premises lease OR
 the making of a new lease between the landlord and the buyer which is reasonable and acceptable to the buyer.
- d. (Liquor license, franchise agreement, third party financing, other) (see below #12)

8. ESCROW: The purchase price and closing adjustments shall be paid through an escrow to be **established with Reid Schantz, attorney** the escrow holder. Separate escrow instructions may be signed to define the duties of the parties and the escrow holder. All parties shall cooperate **with the escrow holder in performing** any acts and completing any papers necessary to complete this transaction. The broker is a party to the escrow as to the payment of any sales commissions and an irrevocable assignee of the sale proceeds to **the extent of such commissions.**
9. REPRESENTATIONS & WARRANTIES: Seller and its owners acknowledge and represent as follows, except as otherwise set forth herein:
- a. Seller is operating the business in compliance with all applicable laws and contracts. This compliance will not be violated by this sale and the business will pass all **applicable inspections** upon COP.
 - b. There are no claims or investigations pending which would affect the business or assets being sold.
 - c. **All** leases and contracts relevant to the ownership and operation of the business are complete and in effect, and there are no undisclosed amendments.
 - d. All the financial information and statements furnished to buyer are complete, accurate, prepared in a manner consistent with prior statements, and fairly present the financial condition of the business as of the dates stated on them.
 - e. **Since** the date of the last financial statements furnished, there have been no material adverse changes in the aggregate in the assets, liabilities, revenues, expenses, or any other items shown on such statements.
 - f. All assets currently **used** in the business are owned by seller free from liens and encumbrances, and they are in good and operable condition.
- Seller warrants that these representations are true, shall be true as of COE, and shall survive COE. Seller shall indemnify and hold buyer and broker harmless from any damage resulting from their falsity.
10. CONTINUITY: Pending COE, the seller shall continue to operate the business in the usual way, protect its assets and goodwill, allow the buyer to make reasonable inspections, and maintain good relations with suppliers, customers, and employees.
11. TAXES and EXPENSES:
- a. Utilities, personal property taxes, other taxes, insurance, rent, payroll, vacation pay, and other expenses of the business not otherwise provided for in this agreement shall be prorated to COP. Buyer shall reimburse seller at COE for facility lease deposits and other miscellaneous deposits transferred to buyer.
 - b. Except as otherwise noted in this agreement, each party shall pay when due all operating costs incurred while that party is in **possession** and hold the other party harmless therefrom.
 - c. Any license or franchise annual fees shall not be prorated and buyer shall pay any franchise training costs, transfer or issue fees for permits and licenses required.
 - d. The buyer and seller shall pay equally all transfer costs and escrow fees. Each party shall pay its own accountants, attorneys, and other advisors.
 - e. The buyer shall pay at COE any sales tax assessed on the sale of the business assets.
 - f. Seller shall hold buyer harmless from any liability to the California Employment Development Department, the California Franchise Tax Board or the California Board of Equalization arising from the operation of the business prior to COP. Prior to the receipt by the escrow holder of releases of transferee liability from **these** agencies, the buyer shall be protected from the possible imposition of transferee liability by a **reserve** to be approved by buyer and retained in escrow until such releases are obtained.
12. MISCELLANEOUS LEASES, ETC.: The seller shall transfer to buyer the following contracts used in the operation of the business, and the buyer shall assume obligation for them:
- | | |
|---|--|
| <input type="checkbox"/> Alarm system lease or maintenance agreement | <input checked="" type="checkbox"/> Other equipment lease(s) or purchase contract(s) |
| <input type="checkbox"/> Telephone system lease or purchase contract | <input type="checkbox"/> Equipment or software maintenance agreement(s) |
| <input type="checkbox"/> Vehicle lease(s) or purchase contract(s) | <input type="checkbox"/> Music service contract |
| <input checked="" type="checkbox"/> Vending machine contract(s) | <input type="checkbox"/> Advertising contract(s), including Yellow Pages |
| <input type="checkbox"/> Other: <u>Contract: Metro Transit District; contract-Greyhound Bus Lines</u> | |
13. CLOSING DATE: The estimated date for COE is August 31, 2001. Buyer and seller shall make their best efforts to complete COE on or before that date.
14. BROKER: Buyer acknowledges that broker has furnished to buyer financial and other information obtained from seller and other sources, the accuracy and completeness of which have not been verified by broker. By signing this agreement, buyer is acknowledging that he is relying solely on his own inspection of the business, its assets, financial **statements**, **business** records, contracts, any assumed liabilities, operational history, future profitability and the representations by the seller, and not by the broker. Seller acknowledges that broker has made no representations concerning the buyer's creditworthiness or **ability to complete** this transaction or to successfully operate the business. By signing this agreement, seller is acknowledging that he is relying **solely** on his own investigation of the **creditworthiness** and **business qualifications of buyer and not on broker.** Should any representation of **seller** or buyer be untrue, buyer and seller agree to **look solely to each other for relief** and shall release, hold harmless, indemnify, and **defend** the **broker** from any claims.

15. TRAINING: Seller and _____ individually, shall train buyer and _____ individually, in the operation of the business for a period of 4 consecutive weeks from COP, for _____ hours per week, without additional cost to buyer,

16. COVENANT NOT TO COMPETE: Seller and _____ individually, shall not directly or indirectly carry on a similar business within a radius of 15 miles of the business being sold, attempt to hire any existing employees of the business, solicit any customers of the business nor assist anyone else except the buyer to do so within these limits; nor have any interest, directly or indirectly, in such business, except as an employee of the buyer, for a period of 3 consecutive years from COP. This covenant shall become an asset of the business and may be transferred as part of any future sale of the business.

17. SELLERS AND BUYER'S DISCLOSURE STATEMENTS:

a. Seller's Disclosure Statement:

- Buyer has received and read the completed Seller's Disclosure Statement OR
 Seller shall provide to buyer the completed Seller's Disclosure Statement within three days after acceptance.

b. Buyer's Disclosure Statement:

- Seller has received and read the completed Buyer's Disclosure Statement OR
 Buyer shall provide to seller the completed Buyer's Disclosure Statement within three days after acceptance.

18. MEDIATION OF DISPUTES: Buyer, seller and all brokers and agents involved in this transaction agree to and shall mediate any dispute or claim between them arising out of this contract or any resulting transaction. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with the California Evidence Code 915.5. In the event the parties are not able to agree on a mediator within thirty days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which the business is located shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should the prevailing party attempt an arbitration or a court action before attempting mediation, the prevailing party shall not be entitled to attorney fees that might otherwise be available to it in a court action or arbitration, and in addition thereto, the party who is determined by the arbitrator to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally among the parties to the disputes. The following matters are excluded from mediation hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a security agreement or deed of trust, (b) an unlawful detainer action, (c) injunctive relief to enforce paragraph 16, (d) any matter which is within the jurisdiction of a probate or small claims court, or (e) an action for bodily injury or wrongful death, or for latent or patent defect to which Code of Civil Procedure 337.1 or 337.15 applies. Participation by broker(s) or agent(s) in mediation shall not make them a party to this agreement.

19. COMMISSION: The broker(s) identified in paragraph 1 has/have acted as the only broker(s) for this sale and earned a commission. Seller agrees to pay a commission to broker(s) for services as follows:
_____ percent of total purchase price per contract with Seller, broker and
_____ percent of total purchase price to _____, broker,
payable (a) on COE. or (b) if completion of sale is prevented by default of seller, upon seller's default. If completion of sale is prevented by default of buyer, the buyer shall be responsible for and agrees to pay the total broker commission immediately upon default. Any amount that the buyer has deposited with the escrow holder may be applied against buyer's obligation under this paragraph. In any action, proceeding or arbitration relating to the payment of such a commission, the prevailing party shall be entitled to reasonable attorney's fees and costs except as provided in paragraph 16.

20. SUMMARY: The entire agreement of the parties relating to the sale of the business assets is set forth in this agreement and can only be modified in writing. This agreement shall bind and benefit the parties and their legal successors and shall supersede any prior written or oral agreements. This agreement may be signed in counter parts and faxed signatures may be considered as originals. In any action, proceeding or arbitration between buyer and seller arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing buyer or seller, except as provided in paragraph 16.

21. ACKNOWLEDGMENT AND PERSONAL GUARANTEE: By signing below, the buyer and seller each acknowledge that they have carefully read and fully understand this agreement and have received a copy of it. The undersigned warrant that their signatures are legally sufficient to bind the buyer and seller. If the buyer and/or seller is a corporation or other entity, the undersigned shall personally guarantee the performance of this agreement.

22. ACCEPTANCE: This offer shall expire unless it is accepted in writing by seller and that acceptance is communicated to buyer by 1159 p.m. on August 9, 2001. Any later acceptance shall constitute a counter offer. The undersigned seller accepts and agrees to sell the business on the above terms and conditions.

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. THE BROKER IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE.

II SUBJECT TO ATTACHED ADDENDUM

K-C CI SUBJECT TO ATTACHED COUNTER OFFER

Buyer [Signature] Date 8/7/01
Buyer A. B. E. [Signature] Date 8/18/01
Broker's Agent [Signature] Date

Seller [Signature] Date 8/18/01
Seller [Signature] Date 8/18/01
Broker's Agent [Signature] Date

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: REQUEST OF SANTA CRUZ TRANSPORTATION FOR RATE ADJUSTMENT

I. RECOMMENDED ACTION

Reject the request from Santa Cruz Transportation for a rate adjustment.

II. SUMMARY OF ISSUES

- At the last Board Meeting a representative of Santa Cruz Transportation requested that this item be added to the next agenda.
- Subsequently, a letter from James Bosso was received outlining a request for a rate adjustment.

III. DISCUSSION

At the August Board Meeting a representative of Santa Cruz Transportation, Inc. made a request during the public comment portion of the agenda to have an item regarding a rate adjustment placed on the next Board agenda. On August 30, 2001, a letter was received from James Bosso of Santa Cruz Transportation, Inc. in which he requests the elimination of the 5% discount for Lifeline rides and the establishment of an 8% administrative fee.

Based upon the volume of rides provided last year, the 5% discount is valued at \$38,612, and the value of an 8% administrative fee is \$61,778. Together this totals \$100,390. To this total, Lifeline would also get an additional overhead rate on this amount, bringing the total cost impact of this change to \$116,352.

The District does not have a contractual relationship with Santa Cruz Transportation, Inc. Our contract is with Community Bridges who in turn contracts with Santa Cruz Transportation, Inc. Mr. Bosso's request should be directed to Community Bridges. It is recommended that the Board reject this request for a rate adjustment.

IV. FINANCIAL CONSIDERATIONS

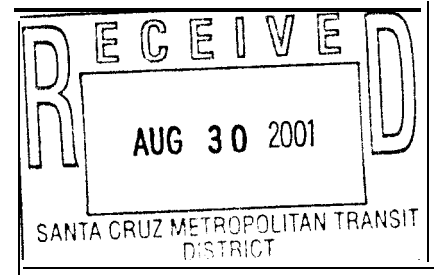
There is no financial impact to rejecting this request. If this request were accepted the impact on the District budget would be \$116,352.

V. ATTACHMENTS

Attachment A: August 30, 2001 Letter from Santa Cruz Transportation Inc.

Santa Cruz Transportation Inc.
131 Front Street
Santa Cruz, CA 95060
(831) 423-6161

August 30, 2001



Board of Directors
Santa Cruz Metropolitan Transit District
370 Encinal Street
Santa Cruz, CA 95060

Re: Rate Adjustment for Santa Cruz Transportation Inc.

Dear Members of the Board:

In June of 2000, in response to increase costs for fuel and other expenses, the City of Santa Cruz gave Santa Cruz Transportation Inc. (Yellow Cab Company) a rate adjustment. At the time, Lifeline and the SCMTD requested that we exempt them from that adjustment for a period of time while they negotiated their new contract which was then scheduled for resolution in December 2000. As a result, we have been applying 1996 rates to Lifeline (ADA--Paratransit) fares under our Lifeline contracts. We agreed with the understanding that an adjustment would be made within six months.

As you are probably aware, those negotiations were prolonged finally resulting in a contract in April 2001. We have requested that Lifeline adjust our rates since that time, but the response has been that SCMTD has to approve that adjustment and has not done so. What that means is that our expenses, and in particular driver income is still being based on 1996 rates, this despite the increase in fuel, tires, utilities, insurance, and other fixed expenses. The effect on driver salaries is most disturbing. With prevailing wage becoming the standard, we are unable to compete for competent employees in the market place. We believe that our drivers, like Lifeline drivers, are entitled to at least a living wage as well as our administrative staff.

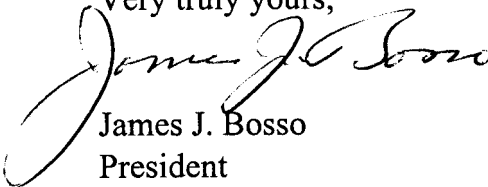
We are requesting that the SCMTD Board authorize an increase in the Lifeline contracts with Santa Cruz Transportation to the approved June 2000, City of Santa Cruz rates and elimination of the 5% Lifeline discount to offset the increased administrative

Board of Directors
August 30, 2001
Page 2

costs which we incur in administering the Lifeline contracts. That burden has recently increased with the advent of computer dispatching through Lifeline which has significantly increased employee hours devoted to administration. We would request that in addition to removal of the 5% discount, we would request a 8% administrative fee which is certainly far less than the 17% afforded to Lifeline.

We appreciate your prompt consideration of this matter which has now gone on for over a year. Those months of lowered income are gone forever, but we ask that you rectify this situation as soon as possible.

Very truly yours,



James J. Bosso
President

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: LESLIE R. WHITE, GENERAL MANAGER

SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CAROLYN C. CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES.

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a contract extension with Carolyn C. Chaney & Associates for Federal Legislative Services in an amount not to exceed \$45,000.00 per year plus up to \$4,000.00 for expenses.

II. SUMMARY OF ISSUES

- The District has had a contract with Carolyn C. Chaney & Associates for the past six years.
- The current contract was approved by the Board of Directors on October 20, 2000 for a term of one year with four options for renewal for one year each.
- Carolyn C. Chaney & Associates has effectively represented the District in Washington, DC over the course of the past year and therefore, a contract extension is recommended.

III. DISCUSSION

METRO has utilized the services of a professional firm for legislative representation at the federal level for six years. METRO has been successful in getting federal earmarks and having language beneficial to METRO included in legislation. The firm that has had the contract for the past six years is Carolyn C. Chaney & Associates.

On October 20, 2000, the Board of Directors authorized the execution of a contract with Carolyn C. Chaney & Associates for a one-year period of time with four one-year extensions as an option. The selection of Carolyn C. Chaney & Associates was the result of a Request For Proposals (RFP) process which was issued on August 28, 2000 and distributed to 65 firms. Nine firms responded to the RFP and a selection committee of the Board of Directors screened the top three firms and selected Carolyn C. Chaney & Associates.

Over the past year the quality of service provided by Carolyn C. Chaney & Associates has been excellent and the District has had effective representation with regard to major legislative issues. In the coming year, the issues of Federal Appropriations, Federal Authorization and Federal Regulatory Issues will require the continuation of a firm located in Washington, DC to represent

METRO. Staff recommends that METRO exercise the option for a one-year extension with Carolyn C. Chaney & Associates for an amount not to exceed \$45,000.00 plus reimbursement of up to \$4,000.00 for expenses incurred as a part of the contract. Eligible expenses would include long distance telephone charges, photocopying, postage, courier, overnight mail and other types of expenses appropriate to representation of the District. Staff further recommends that the Board of Directors authorize the General Manager to sign the one-year contract extension on behalf of METRO.

IV. FINANCIAL CONSIDERATIONS

Funds are included on the 2001-02 budget necessary to support this contract.

V. ATTACHMENTS

Attachment A: Letter from Carolyn C. Chaney & Associates

ATTACHMENT A



CAROLYN C. CHANEY & ASSOCIATES, INC.
LOCAL GOVERNMENT CONSULTANTS

September 4, 2001

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

VIA FAX: (831) 426-0199

Dear Mr. Longnecker:

Thank you for your notice of the District's intent to renew its contract (00-04) with Carolyn C. Chaney & Associates, Inc. for federal legislative services. Please consider this a formal acceptance of the offer to extend the contract from November 1, 2001 through October 31, 2002. We do not propose any additional change to the contract.

It has been a pleasure to serve the District for the past year in Washington, DC and work with the District Board of Directors and staff. Although the TEA-21 Law will not officially expire until 2004, groundwork has already begun on the next transportation reauthorization bill, and we have been working to ensure that issues of importance to the District -- such as the recognition of small, efficient transit agencies in federal funding formulas -- are being considered by Congress, the Department of Transportation, and industry groups such as APTA.

We are pleased to have a continued relationship with the District Board, General Manager Les White and his excellent staff and look forward to promoting the District's federal agenda in Washington for another year.

Sincerely,

Carolyn C. Chaney
President

1401 K STREET, NW SUITE 700 WASHINGTON, DC 20005-3401
TELEPHONE 202/842-4930 FAX 202/842-5051
www.capitaleedge.com/chaney.html

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH SHAW/YODER, INC. FOR STATE LEGISLATIVE SERVICES

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Shaw/Yoder, Inc. for state legislative services in an amount not to exceed \$24,000 per year.

II. SUMMARY OF ISSUES

- METRO has had a contract with Shaw/Yoder for the past six (6) years.
- On August 18, 2000 the Board of Directors approved a one-year contract with Shaw/Yoder, Inc. with the option for four (4) one-year contract renewals.
- Shaw/Yoder, Inc. has effectively represented Santa Cruz METRO at the state level for the past year.

III. DISCUSSION

METRO has utilized the services of a professional firm for state legislative services for over six (6) years. On August 18, 2000 the Board of Directors authorized the General Manager to execute a one-year contract with the option for four (4) one-year extensions with Shaw/Yoder, Inc. for professional legislative services.

The selection of Shaw/Yoder, Inc. was based upon a request for proposals process which was issued June 26, 2000 and sent to fifteen (15) firms. A sub-committee of the Board of Directors interviewed the top three (3) firms and recommended the selection of Shaw/Yoder, Inc. to represent METRO.

In the past year Shaw/Yoder has done an excellent job of representing the interests of METRO at the state level. Shaw/Yoder has been effective in maintaining open lines of communication with members of the Assembly and the Senate as well as the Office of the Governor. Shaw/Yoder, Inc. was instrumental in preserving funds made available under the Traffic Congestion Reduction Plan sponsored by Governor Davis so that METRO would be able to proceed with the acquisition of new vehicles as well as Phase I of the METRO Center Project. Based upon the performance of Shaw/Yoder, Inc., Staff recommends that the General Manager be authorized to execute a one-year extension with Shaw/Yoder, Inc. in an amount not to exceed \$24,000 per year.

IV. FINANCIAL CONSIDERATIONS

Funds necessary to support the contract with Shaw/Yoder, Inc. are included in the 2001/02 Budget.

V. ATTACHMENTS

Attachment A: Letter from Shaw/Yoder, Inc.



SHAW / YODER, *inc*
LEGISLATIVE ADVOCACY

September 5, 2001

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

RE: CONTRACT FOR STATE LEGISLATIVE SERVICES (99-35)

Dear Mr. Longnecker:

I am pleased to accept and agree to the offer from the District to extend our contract for state legislative services for one more year, from October 1, 2001 through September 30, 2002. I further understand and agree that this extension will be pursuant to the same terms, conditions and reimbursement as defined in the current contract. I propose no modifications to the original contract.

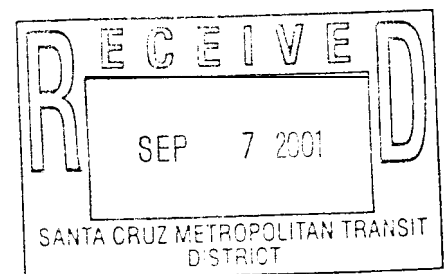
We at Shaw / Yoder, Inc. truly appreciate the opportunity to continue serving the District. Please do not hesitate to contact me should you need further information.

Sincerely,

Joshua W. Shaw
Partner

cc: Les White, General Manager, SCMTD
Paul Yoder, Partner, Shaw / Yoder, Inc.

TEL: 916. 446. 4656
FAX: 916. 446. 4318
1414 K STREET, SUITE 320
SACRAMENTO, CA 95814



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT FOR DIESEL AND GASOLINE FUEL**

I. RECOMMENDED ACTION

Staff recommends that the Board authorize the General Manager to execute a contract for diesel and gasoline fuel with Devco Oil, Inc..

II. SUMMARY OF ISSUES

- The District requires the supply of diesel and gasoline fuel for use in its fleet.
- The Purchasing Office sent out an Invitation for Bid 01-03, and received only one response from a local firm to provide fuel for the District's needs.
- It is requested that the Board approve this contract and authorize the General Manager to execute the necessary contract documents with Devco Oil, Inc.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District requires the supply of diesel and gasoline fuel for use in its fleet. The estimated monthly requirements for this contract are 80,000 gallons of diesel fuel and 2,000 gallons of unleaded gasoline fuel per month. During the term of this Contract, the District may require a change in the specification of the diesel fuel and/or unleaded gasoline supplied to comply with any change in federal, state or local laws governing fuel properties. In the event that such changes are necessary, the District will provide notice to the Contractor in writing of the change. The Contractor shall provide the District with the added cost per gallon of fuel to the price bid for the original Contract.

The District does not have its own fueling facilities, so it will be necessary for the fueling to be done off-site at the facilities of the provider of the fuels. Since each vehicle will have to be transported to the Contractor's facility on a daily basis, it is imperative that the facility used for the delivery of fuel be within a 10-block radius of the District's Operations Facility at 1200 River Street.

On July 30, 2001, an Invitation for Bid, 01-03, was released for the supply of diesel and gasoline fuel. Bids were mailed out and the bid was legally advertised. On August 27, 2001, only one bid was received and opened from Devco Oil, Inc. of Santa Cruz.

Since there was only one bid received a cost analysis was performed and it was determined that the bid price offered was fair and reasonable. The term of this Contract commences on the date

of execution and shall remain in force for a three (3) year period thereafter. At the option of the District, this contract may be renewed for two (2) additional one (1) year terms.

IV. FINANCIAL CONSIDERATIONS

The annual budget for diesel and gasoline fuel is \$ 1,750,000.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING
HEAVY DUTY BRAKE DRUMS**

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums.

II. SUMMARY OF ISSUES

- At the August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released a bid for heavy-duty brake drums on June 11, 2001. The District is a participating transit agency in this bid.
- Bids were opened on July 25, 2001.
- RTCC Contract No. 2001-719RTCC was awarded to Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums.
- District staff recommends that the Board authorize the General Manager to enter into a contract with Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums in reference to the RTCC contract.

III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC bid documents were prepared and mailed in June to prospective bidders. On July 25, 2001 eight bids were opened. Bids were evaluated and a recommendation was approved that the contract be awarded to Vehicle Maintenance Program, Inc.

IV. FINANCIAL CONSIDERATIONS

The necessary funds for the procurement of heavy-duty brake drums are contained within the Fleet Maintenance budget. Annual estimated budget for brake drums is \$30,000.

V. ATTACHMENTS

Attachment A: Summary of bids received for RTCC Contract 2001-719RTCC

RECAP 2001-719RTCC
HEAVY DUTY BRAKE DRUMS

Attachment A

ACT NO.	OEM WEBB	ALT. OEM	MCI	ORION	V.M.P.	NEW FLYER	NABI	MUNCIE	C.C.B.	KIC REYCO	EST. YEARLY		TOTAL
											LOW BIDDER	USEAGE	
	64115U		\$ 120.68	\$ 117.60	\$ 94.13	\$ 119.03	\$ 96.19	\$ 117.60	\$ 113.00	\$ -	V.M.P.	10	\$ 941.30
20004	64115B	52336-108	\$ 127.30	\$ 121.70	\$ 96.96	\$ 135.51	\$ 94.57	\$ 121.73	\$ 117.00	\$ 86.00	V.M.P.	1900	\$ 184,224.00
	64117U	52824-14	\$ -	\$ 78.80	\$ 63.17	\$ 86.32	\$ 64.41	\$ 78.75	\$ 76.00	\$ 60.00	V.M.P.	230	\$ 14,529.10
20011	64117B	52824-108	\$ 86.88	\$ 82.90	\$ 66.13	\$ 89.79	\$ 67.79	\$ 82.80	\$ 80.00	\$ 57.50	V.M.P.	3000	\$ 62,432.85
15026	651698	52919-018	\$ 110.19	\$ 99.80	\$ 79.79	\$ 104.05	\$ 81.64	\$ 99.81	\$ 100.00	\$ 90.00	V.M.P.	140	\$ 41,170.60
	65169BU	52919-048	\$ -	\$ 113.80	\$ 90.87	\$ 115.79	\$ 93.04	\$ 113.75	\$ 110.00	\$ 90.00	V.M.P.	10	\$ 908.70
	64001		\$ 119.20	\$ 120.60	\$ 96.39	\$ 121.58	\$ 98.67	\$ 120.63	\$ 117.00	\$ -	V.M.P.	10	\$ 963.90
	66822	66822F	\$ -	\$ 159.50	\$ 127.21	\$ 154.32	\$ 130.47	\$ 159.50	\$ 153.00	\$ -	V.M.P.	200	\$ 25,442.00
	66892		\$ 66.03	\$ 65.00	\$ 52.01	\$ 74.74	\$ 53.16	\$ 65.00	\$ 60.00	\$ -	V.M.P.	10	\$ 520.10
552079	66812B		\$ -	\$ 163.60	\$ 130.39	\$ 157.79	\$ 133.64	\$ 163.65	\$ 157.00	\$ -	V.M.P.	370	\$ 42,244.30
20002	640038		\$ -	\$ 88.00	\$ 70.49	\$ 94.11	\$ 71.98	\$ 88.00	\$ 85.00	\$ -	V.M.P.	10	\$ 704.30
	64048B	52965-108	\$ -	\$ 117.00	\$ 93.43	\$ 118.53	\$ 95.70	\$ 111.00	\$ 112.50	\$ 85.00	V.M.P.	140	\$ 1,080.20
	64046B	52966-108	\$ -	\$ 86.50	\$ 69.03	\$ 92.83	\$ 70.74	\$ 86.50	\$ 83.50	\$ 65.00	V.M.P.	140	\$ 9,446.20
20010	64039B		\$ -	\$ 135.50	\$ 108.49	\$ 134.11	\$ 110.82	\$ 135.50	\$ 130.00	\$ -	V.M.P.	10	\$ 1,084.90
	64046B	64113F	\$ 96.64	\$ 88.60	\$ 70.79	\$ 71.76	\$ 72.49	\$ 80.05	\$ 80.00	\$ -	V.M.P.	40	\$ 2,831.60
20009	64046B	64113F	\$ 96.64	\$ 97.70	\$ 78.21	\$ 102.23	\$ 79.87	\$ 97.65	\$ 94.00	\$ -	V.M.P.	10	\$ 782.10
604357	65600B		\$ 64.99	\$ 74.90	\$ 59.89	\$ 83.09	\$ 61.28	\$ 74.93	\$ 72.00	\$ -	V.M.P.	10	\$ 5,989.00
604358	655518		\$ 80.91	\$ 78.10	\$ 62.53	\$ 85.79	\$ 63.90	\$ 78.40	\$ 72.00	\$ -	V.M.P.	50	\$ 750.36
	641198	52824-138	\$ 84.40	\$ 82.40	\$ 68.41	\$ 89.79	\$ 67.79	\$ 82.83	\$ 80.00	\$ 57.50	V.M.P.		\$ 3,310.50
	6404611	52966-14	\$ 79.85	\$ 82.40	\$ 65.77	\$ 89.36	\$ 67.37	\$ 82.36	\$ 79.50	\$ 63.00	V.M.P.	100	\$ 6,577.00
	64048U		\$ 109.94	\$ 112.90	\$ 90.33	\$ 115.05	\$ 92.33	\$ 112.88	\$ 100.00	\$ -	V.M.P.	10	\$ 184.00
	64015B	52336-108	\$ -	\$ 114.30	\$ 91.81	\$ 116.76	\$ 93.98	\$ 114.90	\$ 110.30	\$ 86.00	V.M.P.	10	\$ 910.10
	64015U	52336-14	\$ 114.77	\$ 110.80	\$ 88.51	\$ 113.28	\$ 90.61	\$ 110.78	\$ 107.00	\$ 86.00	V.M.P.	30	\$ 2,655.30
	64051	64051F	\$ 147.37	\$ 149.10	\$ 118.99	\$ 145.58	\$ 121.98	\$ 149.13	\$ 143.00	\$ -	V.M.P.	20	\$ 2,379.80
	64089	64089F	\$ 125.94	\$ 126.50	\$ 101.01	\$ 73.92	\$ 103.49	\$ 126.53	\$ 121.50	\$ -	V.M.P.	54	\$ 5,454.54
	B0108901AC	64072F	\$ -	\$ 99.00	\$ 78.8	\$ 103.37	\$ 80.98	\$ 99.00	\$ 96.00	\$ -	V.M.P.	10	\$ 788.10
	B0108901AC	64072F	\$ -	\$ 99.00	\$ 78.8	\$ 103.37	\$ -	\$ 99.00	\$ -	\$ -	V.M.P.	10	\$ 788.10

NOTE:

KIC REYCO DOES NOT MEET THE FTA'S BUY AMERICA

LEGEND:

MCI = MCI SERVICE PARTS, INC.
ORION = ORION BUS INDUSTRIES, INC.
V.M.P. = VEHICLE MAINTENANCE PROGRAM, INC.
NEW FLYER = NEW FLYER INDUSTRIES LIMITED
NABI = NORTH AMERICAN BUS INDUSTRIES, INC.

C.C.B. = CAPITOL CLUTCH & BRAKE
MUNCIE = MUNCIE RECLAMATION
KIC REYCO = KIC GROUP LLC

ESTIMATED YEARLY GRAND TOTAL RTCC \$ 407,153.55
ESTIMATED YEARLY TOTAL A.C. TRANSIT \$ 351,065.76
ESTIMATED YEARLY TOTALS EXCLUDES CA SALES TAX

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING
HEAVY DUTY BRAKE DRUMS**

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums.

II. SUMMARY OF ISSUES

- At the August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released a bid for heavy-duty brake drums on June 11, 2001. The District is a participating transit agency in this bid.
- Bids were opened on July 25, 2001.
- RTCC Contract No. 2001-719RTCC was awarded to Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums.
- District staff recommends that the Board authorize the General Manager to enter into a contract with Vehicle Maintenance Program, Inc. for the purchase of heavy-duty brake drums in reference to the RTCC contract.

III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC bid documents were prepared and mailed in June to prospective bidders. On July 25, 2001 eight bids were opened. Bids were evaluated and a recommendation was approved that the contract be awarded to Vehicle Maintenance Program, Inc.

IV. FINANCIAL CONSIDERATIONS

The necessary funds for the procurement of heavy-duty brake drums are contained within the Fleet Maintenance budget. Annual estimated budget for brake drums is \$30,000.

V. ATTACHMENTS

Attachment A: Summary of bids received for RTCC Contract 2001-719RTCC

RECAP 2001-719RTCC
HEAVY DUTY BRAKE DRUMS

Attachment A

ACT NO.	OEM WEBB	ALT. OEM	MCI	ORION	V.M.P.	NEW FLYER	NABI	MUNCIE	C.C.B.	KIC REYCO	EST. YEARLY		TOTAL
											LOW BIDDER	USEAGE	
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	B0108901AC	64072F	\$ -	\$ 99.00	\$ 78.8	\$ 103.37	\$ -	\$ 99.00	\$ -	\$ -	V.M.P.	10	\$ 788.10

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KIC REYCO = KIC GROUP LLC

ESTIMATED YEARLY GRAND TOTAL RTCC \$ 407,153.55
ESTIMATED YEARLY TOTAL A.C. TRANSIT \$ 351,065.76
ESTIMATED YEARLY TOTALS EXCLUDES CA SALES TAX

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING HEAVY DUTY BATTERIES

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Batteries U.S.A., Inc. for the purchase of heavy-duty bus batteries.

II. SUMMARY OF ISSUES

- At its August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released a bid for heavy-duty bus batteries on June 12, 2001. The District is a participating transit agency in this bid.
- Bids were opened on July 23, 2001.
- RTCC Contract No. 2001-758RTCC was awarded to Batteries U.S.A., Inc. for the purchase of heavy-duty bus batteries.
- District staff recommends that the Board authorize the General Manager to enter into a contract with Batteries U.S.A., Inc. for the purchase of heavy-duty bus batteries in reference to the RTCC contract.

III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC bid documents were prepared and mailed in June to prospective bidders. On July 23, 2001 two bids were opened. Bids were evaluated and a recommendation was approved that the contract be awarded to Batteries U.S.A., Inc.

IV. FINANCIAL CONSIDERATIONS

The necessary funds for the procurement of heavy-duty bus batteries are contained within the Fleet Maintenance budget. Annual estimated budget for batteries is \$15,000.

V. ATTACHMENTS

Attachment A: Summary of bids received for RTCC Contract 2001-758RTCC

RECAP 2001-758RTCC
HEAVY DUN COACH AND AUTOMOTIVE BATTERIES

LOW BIDDER												
ACT NO.	BATTERY TYPE	CCA	RESERVE CAPACITY	BATTERY MANUFACTURER	BATTERIES USA	BATTERIES USA	BATTERY SYSTEMS	24 MONTH WARRANTY	ESTIMATED YEARLY USEAGE	ESTIMATED YEARLY DOLLARS	CORE CHARGE	TERMINAL CHARGE
35765	8-D HIGH CRANKING	1450	475 MINUTES	DEKA EAST PENN 908DMF *	\$ 55.00			YES	1500	\$ 82,500.00	\$ 15.00	\$ 5.00
		1400	450 MINUTES	EXIDE		\$ 62.00		YES			\$ 15.00	\$ 5.00
		1500	450 MINUTES	TROJAN XH8D			\$ 74.00	YES			\$ 3.00	\$ 4.00
640264	8-D HIGH CRANKING	1450	475 MINUTES	DEKA EAST PENN 908DMF *	\$ 55.00			YES	24	\$ 1,320.00	\$ 15.00	\$ 5.00
		1400	450 MINUTES	EXIDE		\$ 62.00		YES			\$ 5.00	\$ 5.00
		1500	450 MINUTES	TROJAN XH8D			\$ 74.00	YES			\$ 3.00	\$ 4.00
707511	TYPE 31-S	650	195 MINUTES	DEKA EAST PENN 1031MF	\$ 30.00			YES	400	\$ 12,000.00	\$ 5.00	\$ 5.00
		625	180 MINUTES	EXIDE		\$ 37.00		YES			\$ 5.00	\$ 5.00
		625	180 MINUTES	DELPHI/DELKOR			\$ 44.00	YES			\$ 2.00	\$ 4.00
35765	8-D HI RESERVE	1175	475 MINUTES	DEKA EAST PENN 908DMF *	\$ 55.00			YES	100	\$ 5,500.00	\$ 15.00	\$ 15.00
		1300	475 MINUTES	EXIDE		\$ 62.00		YES			\$ 5.00	\$ 5.00
		1175	475 MINUTES	RAMCAR 8D-14			\$ 79.00	YES			\$ 3.00	\$ 4.00

NOTE:

LETTER FROM DEKA EAST PENN TO SUPPORT RATINGS
DATED 7/24/01 SIGNED BY BARRY SHELLHAMER, V.P.

ESTIMATED YEARLY GRAND TOTAL RTCC

\$ 101,320.00

ESTIMATED YEALY A.C. TRANSIT

\$ 64,520.00

ESTIMATED YEALY TOTAL EXCLUDES CA. SALES TAX

** Change d to
908*

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 17, 2001

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR RETROFITTING DISTRICT FACILITY FOR CNG VEHICLE MAINTENANCE**

I. RECOMMENDED ACTION

Staff recommends that the Board authorize the General Manager to execute a contract for design and construction management services for retrofitting the District's Golf Club Drive Minor Maintenance Facility for CNG vehicle maintenance with Blymyer Engineers, Inc.

II. SUMMARY OF ISSUES

- In order to maintain the District's CNG fleet, modifications to the maintenance facility on Golf Club Drive are required.
- A competitive procurement was conducted to solicit proposals from qualified engineering firms.
- Two firms submitted proposals for the District's review.
- A four-member evaluation committee comprising of METRO staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Blymyer Engineers, Inc. to design and provide construction management services for retrofitting the District's Golf Club Drive Minor Maintenance Facility (MMF) for CNG vehicle maintenance.

III. DISCUSSION

The District is converting to a CNG fueled fleet and will acquire its first fleet of 8 CNG buses within the next year. Due to the different attributes of CNG as a lighter-than-air fuel, safety modifications focus on preventing and eliminating explosive concentrations of methane and hydrogen gases in the indoor air space immediately below the ceiling of the MMF. In addition, gas detection, warning systems and personnel protection systems must be included in the modification.

The District desires to maintain CNG fueled buses at the MMF and will modify the MMF in conformance with the California Code of Regulations, the National Fire Protection Association codes, the Uniform Fire Code and the Uniform Building Code to achieve compliance with regulations relevant to repair facilities servicing CNG fueled vehicles.

On June 22, 2001, a Request for Proposal, 00-23, was mailed to twenty-two engineering firms and was legally advertised. On July 23, 2001, proposals were received and opened from two responsive engineering firms. They are Mesiti-Miller Engineering Inc. and Blymer Engineers, Inc. A four-member evaluation committee comprising of METRO staff have reviewed and evaluated the proposals based on Federal legal requirements of the Brooks Act as defined in 40 U.S.C. §541. The Brooks Act requires that:

- (1) An offeror's qualifications are evaluated;
- (2) Price is excluded as an evaluation factor;
- (3) Negotiations be conducted with only the most qualified offeror; and
- (4) Failing agreement on price, negotiations with the next most qualified offeror is conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

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

Criteria	Priority
Work Plan and Technical Approach	1
Statement Of Qualifications, Experience And Organizational Relationships	2
General Quality And Responsiveness Of The Proposal	3

Based on the above criteria, the selection committee contacted Blymyer Engineers, Inc. and negotiated a contract price to perform the tasks. District staff is recommending that Blymyer Engineers, Inc. be awarded a contract to perform the tasks as outlined above for an amount not to exceed \$75,960.00.

IV. FINANCIAL CONSIDERATIONS

The budget to design and provide construction management services for this project as offered by Blymyer Engineers, Inc. is \$ 75,960.00.

V. LIST OF FIRMS THAT SUBMITTED PROPOSALS

Mesiti-Miller Engineering Inc. of Santa Cruz California

Blymer Engineers, Inc. of Alameda California

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING ONE HYBRID VEHICLE

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Toyota of Santa Cruz for purchase of one (1) Hybrid Vehicle.

II. SUMMARY OF ISSUES

- The District has funding for the purchase of a hybrid vehicle.
- The Purchasing Office sent out an Invitation for Bid 01-06, and received only one response from a local firm to provide one hybrid vehicle.
- It is requested that the Board approve this contract and authorize the General Manager to execute the necessary contract documents to procure this vehicle.

III. DISCUSSION

On August 9, 2001, an Invitation for Bid, 01-06, was released for the purchase of one (1) hybrid vehicle. Bids were mailed out to several vendors and the bid was legally advertised.

On September 6, 2001, only one bid was received and opened. The bidder, Toyota of Santa Cruz submitted a bid for a Toyota Prius hybrid vehicle. This vehicle has two power sources: a 1.5 liter gasoline engine and an integrated electric engine. The electric engine battery pack requires no outside power source and will recharge automatically during braking. The vehicle is rated as a SULEV (Super Low Emissions Vehicle). The official EPA rating for this vehicle is 52 miles per gallon city and 45 miles per gallon highway.

Since there was only one bid received a cost analysis was performed and it was determined that the bid price offered was fair and reasonable.

IV. FINANCIAL CONSIDERATIONS

The total cost of the vehicle requested including tax and document fees is \$22,542.38. Funds have been allocated in this year's capital improvement program for this purchase.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 21, 2001

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF RESOLUTIONS AUTHORIZING AMENDED STA AND TDA CLAIMS FOR FY2002.

I. RECOMMENDED ACTION

Adopt resolutions authorizing staff to submit an amended claim to the Santa Cruz County Regional Transportation Commission for FY2002 State Transit Assistance (STA) funds and Transportation Development Act (TDA) funds.

II. SUMMARY OF ISSUES

- METRO staff submitted a claim to the Santa Cruz County Regional Transportation Commission (SCCRTC) for \$6,242,303 in TDA funds and \$847,364 in STA funds in March, 2001 based upon staff estimates of available TDA revenue and SCCRTC's February estimate of the annual STA apportionment.
- In April, METRO submitted an amended claim to include STA funds added by last year's legislation enacting the Traffic Congestion Relief Program. Due to the uncertain impact of the California energy problem on the State's budget, the amended claim was suspended until California adopted its FY2002 budget.
- The adopted State Budget with a revised accounting of STA funds apportions \$1,540,466 to Santa Cruz County, all of which is available for METRO.
- In its amended FY2002 Budget, the SCCRTC apportioned \$6,185,705 in TDA funds to SCMTD for FY2002, \$56,598 less than the amount included in METRO's FY2002 budget.
- Adopting the attached Resolutions will authorize METRO staff to submit an amended claim to the SCCRTC for the full amount of STA and TDA funds.

III. DISCUSSION

In February 2001, the Santa Cruz County Regional Transportation Commission (SCCRTC) proposed an apportionment of \$5,767,827 in TDA funds and \$826,838 in STA funds for SCMTD for FY2002. METRO submitted claims in March for higher amounts based upon staff

projections of greater TDA revenue accruing to the county in FY2002 than the estimate considered by the SCCRTC.

In April, METRO submitted an amended STA claim of \$1,549,626 to include funds added by the Traffic Congestion Relief Program from the General Fund. Due to the State energy crisis, however, the amended claim was suspended until the State adopted its final budget for FY2002. In August, the State adopted its FY2002 budget, which allocated \$1,540,466 in State Transit Assistance (STA) funds to Santa Cruz County, all of which the SCCRTC apportioned to METRO. The amended STA claim being considered today requests \$1,540,466 in STA funds as proposed by both the State Controller's office and by the SCCRTC.

The County Auditor Controller's estimate of FY2002 TDA revenue is unchanged since April when it reviewed its TDA revenue estimates as METRO requested. The end-of-year accounting in August estimates TDA revenue to be \$7.8 million in FY2002. The SCCRTC's September budget amendment proposes to apportion \$6,185,705 to METRO, \$56,598 less than the claim METRO submitted in March. The TDA claim being considered today requests \$6,185,705, the full amount apportioned by SCCRTC. METRO staff will request a budget amendment in October to compensate the loss of TDA funds.

In order to claim the full amount of TDA and STA funds available, the District needs to amend its prior claims. The attached resolutions (Attachments A and B) authorize staff to submit an amended claim (Attachment C) for the full amount of TDA and STA funds available for FY2002.

IV. FINANCIAL CONSIDERATIONS

The amended TDA claim will decrease the TDA revenue in the District's FY2002 Budget by \$56,598. The amended STA claim will increase the STA funds in the FY2002 capital budget by approximately \$139,000. METRO staff will request a budget amendment in October to compensate the changed program funding amounts.

V. ATTACHMENTS

- Attachment A:** Resolution Authorizing Submittal of Amended FY FY2002 TDA Claim
- Attachment B:** Resolution Authorizing Submittal of Amended FY FY2002 STA Claim
- Attachment C:** Amended FY FY2002 TDA/STA Claim

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: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING AN AMENDED CLAIM TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR TRANSPORTATION DEVELOPMENT ACT FUNDS**

WHEREAS, in accordance with Article 1, Section 99210 of the Public Utilities Code the Santa Cruz Metropolitan Transit District is a transit operator; and

WHEREAS, in accordance with Article 1, Section 99214 of the Public Utilities Code the Santa Cruz County Regional Transportation Commission is the Transportation Planning Agency for Santa Cruz County; and

WHEREAS, in accordance with Article 4, Section 99260(a) of the Public Utilities Code, claims may be filed with the transportation planning agency by transit operators for the support of public transportation systems; and

WHEREAS, in accordance with 6655 of the California Code of Regulations, the Transportation Planning Agency may revise the allocation instruction to the County Auditor for payment to claimants when necessary to reconcile the Transportation Development Act apportionment estimate with actual figures,

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz Metropolitan Transit District is authorized to submit an amended claim for funds to the Santa Cruz County Regional Transportation Commission for the support of public transit services in Santa Cruz County; and

BE IT FURTHER RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit an amended claim in the amount of \$6,185,705 for Transit Operations for FY2002. Said claim accompanies this resolution and is incorporated by reference.

PASSED AND ADOPTED this 21st day of September 2001, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
SHERYL AINSWORTH
Chairperson

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

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: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING AMENDED CLAIM TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the State Controller is authorized under Section 99313 of the Public Utilities Code to allocate State Transit Assistance (STA) Funds to regional transportation planning agencies and county transportation commissions; and

WHEREAS, in accordance with the Sections 99313 and 99314 et al of the Public Utilities Code, the Santa Cruz Metropolitan Transit District is authorized to submit a claim for STA capital funds to the Santa Cruz County Regional Transportation Commission; and

WHEREAS, the Santa Cruz Metropolitan Transit District's proposed expenditures are in conformity with the Regional Transportation Plan; and

WHEREAS, the Santa Cruz Metropolitan Transit District is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or from contracting with common carriers of persons operating under a franchise or license; and

WHEREAS, the sum of the Santa Cruz Metropolitan Transit District's allocations from the State Transit Assistance Fund and from the Local Transportation Fund does not exceed the amount the Santa Cruz Metropolitan Transit District is eligible to receive during the FY2002 fiscal year. Such funding, however, shall not relieve the Santa Cruz Metropolitan Transit District of its responsibility pursuant to Section 6735 of the California Code of Regulations, Title 21, Chapter 3; and

WHEREAS, the Santa Cruz Metropolitan Transit District has made a reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244; and

WHEREAS, the Santa Cruz Metropolitan Transit District is making full use of federal funds available under the Federal Transit Act of 1991, as amended:

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit an amended claim for STA funds in the amount of \$1,540,466 for FY2002 based upon the adopted State Budget Act. Said claim accompanies this resolution and is incorporated by reference.

PASSED AND ADOPTED this 21st day of September 2001 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
SHERYL AINSWORTH
Chairperson

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ATTACHMENT C

PUBLIC TRANSPORTATION CLAIM FISCAL YEAR 2002

TO: SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1523 Pacific Avenue
Santa Cruz, CA 95060

FROM: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

This applicant, the Santa Cruz Metropolitan Transit District, qualified pursuant to Section 992033 of the Public Utilities Code and hereby requests, in accordance with Article 4, Section 6630 of the California Code of Regulations that its amended claim be approved in the amount of:

TDA Funding:

Six million, one hundred eighty-five thousand, seven hundred five dollars (\$6,185,705).

STA Funding:

One million, five hundred forty thousand, four hundred sixty-six dollars (\$1,540,466).

For FY2002 to be drawn from the local transportation trust fund of the following respective county in the following respective amount:

<u>COUNTY</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
Santa Cruz	Transportation Development Act	\$6,185,705
Santa Cruz	State Transit Assistance Funds	<u>\$1,540,466</u>
		\$7,726,171

When approved, please transmit this amended claim to the appropriate District for payment. Approval of the claim and payment by the County Auditor to this operator is subject to such monies being on hand and available for distribution and to the provisions that such monies shall be used only in accordance with the terms of the approved annual financial plan.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: _____
LESLIE R. WHITE
General Manager

DATE: _____ September 21, 2001

DATE: September 21, 2001

TO: Executive Director, SCCRTC

FROM: General Manager, SCMTD

**SUBJECT: FY2002 PUBLIC TRANSPORTATION CLAIM DISBURSEMENT
REQUIREMENT**

Disbursement of the Santa Cruz Metropolitan Transit District's FY2002 claims for TDA funds (\$6,185,705) and STA funds (\$1,540,466) is requested as follows:

1. TDA FUNDING FOR FY2002

<u>Disbursement Schedule</u>	<u>Operating Funds</u>	<u>Total Disbursement</u>
First Quarter	\$ 1,441,956.75	\$ 1,441,956.75
Second Quarter	\$ 1,581,249.42	\$ 1,581,249.42
Third Quarter	\$ 1,581,249.42	\$ 1,581,249.42
Fourth Quarter	<u>\$ 1,581,249.41</u>	<u>\$ 1,581,249.41</u>
	\$ 6,185,705.00	\$ 6,185,705.00

2. STA FUNDING FOR FY 2002

<u>Disbursement Schedule</u>	<u>Capital Funds</u>	<u>Total Disbursement</u>
First Quarter	\$ 385,116.50	\$ 385,116.50
Second Quarter	\$ 385,116.50	\$ 385,116.50
Third Quarter	\$ 385,116.50	\$ 385,116.50
Fourth Quarter	<u>\$ 385,116.50</u>	<u>\$ 385,116.50</u>
	\$ 1,540,466.00	\$ 1,540,466.00

This schedule will enable the District to maintain an acceptable cash flow. The STA funds will be used to fund transit projects included in the District Transportation Improvement Program.