

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**BOARD OF DIRECTORS REGULAR MEETING AGENDA
JULY 26, 2002 (Fourth Friday of Each Month)
CITY HALL COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. - Noon**

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Central Coast Center for Independent Living RE: Personnel Issue
 - b. Susan Alford RE: Service Changes
 - c. Scott Bugental, Chair, E&D TAC RE: Paratransit Vehicles
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 JUNE 14 AND JUNE 21, 2002
Minutes: June 14th Minutes Attached
June 21st Minutes to be included in the Add-On Packet
- 7-2. APPROVE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 7-3. ACCEPT AND FILE JUNE 2002 RIDERSHIP REPORT
Report: Attached
Page 1 will be included in the Add-On Packet

* Please note: Location of Meeting Place

- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the Claim of Sabine Garry, Claim #02-0021; Autoworld Sales & Leasing, Claim #02-0019; Theodore McLean, Claim #02-0022.
Claims: Attached
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF JUNE 20, 2002
Minutes: To be included in the Add-On Packet
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF JUNE 19, 2002
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2002, AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2002
Staff Report: To be included in the Add-On Packet
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2002
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: To be included in the Add-On Packet
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 7-12. ACCEPT AND FILE QUARTERLY CALL STOP PROCEDURE UPDATE
Staff Report: Attached
- 7-13. CONSIDERATION OF RENEWING THE HARTFORD INSURANCE POLICY FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE
(Moved to Consent Agenda at the June 12, 2002 Board Meeting. Staff report retained original numbering as Item #12)
Staff Report will be included in the Add-On Packet
- 7-14. CONSIDERATION OF AMENDMENT OF CONTRACT WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE COVERAGE
(Moved to Consent Agenda at the June 12, 2002 Board Meeting. Staff report retained original numbering as Item #13)

- 7-15. CONSIDERATION OF AMENDMENT TO COPIER LEASE WITH IKON OFFICE SOLUTIONS
(Moved to Consent Agenda at the June 12, 2002 Board Meeting. Staff report retained original numbering as Item #14)

REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Sheryl Ainsworth, Chairperson
Staff Report: Attached
9. **DELETED**
10. **DELETED**
11. **DELETED**
12. **MOVED TO CONSENT AGENDA AS ITEM #7-13**
13. **MOVED TO CONSENT AGENDA AS ITEM #7-14**
14. **MOVED TO CONSENT AGENDA AS ITEM #7-15**
15. CONSIDERATION OF THE REVISED PARACRUZ USERS GUIDE AND ELIGIBILITY AND APPEALS PROCESS
Presented by: Bryant Baehr, Operations Manager
Staff Report To be included in the Add-On Packet
16. **CONSIDERATION OF ADOPTION OF ACCESSIBILITY POLICIES AND PROCEDURES OF SANTA CRUZ METRO'S PROGRAMS, SERVICES AND ACTIVITIES, INCLUDING A GRIEVANCE PROCEDURE**
THIS ISSUE HAS BEEN DEFERRED TO A FUTURE BOARD MEETING
17. CONSIDERATION OF SERVICE CHANGES FOR FALL 2002
Presented by: Mark Dorfman, Assistant General Manager
Staff Report Attached
18. CONSIDERATION OF DIRECTING 2000 FEDERAL CAPITAL EARMARK FUNDS TO BUS PROCUREMENT FROM THE METROBASE PROJECT
Presented by: Mark Dorfman, Assistant General Manager
Staff Report Attached

19. CONSIDERATION OF DESIGNATING MEMBERS OF THE BOARD OF DIRECTORS TO PARTICIPATE IN THE PUBLIC OUTREACH PROCESS FOR THE SANTA CRUZ METRO CENTER DESIGN
Presented by: Les White, General Manager
Staff Report: Attached

20. **CONSIDERATION OF AWARD OF CONTRACTS FOR RESIDENT BUS INSPECTOR SERVICES**
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: To be included in the Add-On Packet

21. **CONSIDERATION OF APPROVAL OF LEASE FOR SCOTTS VALLEY TRANSIT CENTER TENANT**
Presented by: Margaret Gallagher, District Counsel
Staff Report: To be included in the Add-On Packet

22. **CONSIDERATION OF ADOPTION OF RESOLUTION RECOGNIZING THE PASSAGE OF THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**
Presented by: Les White, General Manager
Staff Report: To be included in the Add-On Packet

ADJOURN

NOTICE TO PUBLIC

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Dale

Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: General Manager

SUBJECT: ADDITIONAL MATERIAL TO THE JULY 26, 2002 BOARD MEETING AGENDA

SECTION I:

ADD TO ITEM #2
b. Susan Alford RE: Service Changes
c. Scott Bugental, Chair, E&D TAC RE: Paratransit Vehicles
(Insert Written Communication)

CONSENT AGENDA:

ADD TO ITEM #7-1 APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 14 AND JUNE 21, 2002
(Insert Minutes of June 21, 2002)

ADD TO ITEM #7-3 ACCEPT AND FILE JUNE 2002 RIDERSHIP REPORT
(Insert Page 1 of Ridership Report)

ADD TO ITEM #7-5 ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF JUNE 20, 2002
(Add Minutes)

ADD TO ITEM #7-8 ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2002
(Add Status Report)

ADD TO ITEM #7-10 ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
(Add Staff Report)

ADD TO ITEM #7-13 CONSIDERATION OF RENEWING THE HARTFORD INSURANCE POLICY FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE
(Add Staff Report which has original numbering as Item #12)

ADD TO ITEM #7-14 CONSIDERATION OF AMENDMENT OF CONTRACT WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE COVERAGE
(Add Contract to Staff Report which has original numbering as Item #13)

ADD TO ITEM #7-15 CONSIDERATION OF AMENDMENT TO COPIER LEASE WITH IKON OFFICE SOLUTIONS

(Add Contract to Staff Report which has original numbering as Item #14)

REGULAR AGENDA:

- DELETE ITEM #9** CONSIDERATION OF ADOPTION OF FINAL RESOLUTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)
(Action taken at the July 12, 2002 Board Meeting)
- DELETE ITEM #10** CONSIDERATION OF AMENDMENT TO BLANKET PURCHASE ORDER WITH THERMOKING
(Action taken at the July 12, 2002 Board Meeting)
- DELETE ITEM #11** CONSIDERATION OF CHANGE ORDER TO CHANCE COACH INC. CONTRACT FOR CNG TROLLEY BUS
(Action taken at the July 12, 2002 Board Meeting)
- ADD TO ITEM #15** CONSIDERATION OF REVISED PARACRUZ USERS GUIDE AND ELIGIBILITY AND APPEALS PROCESS
(Add Staff Report)
- DELETE ITEM #16** CONSIDERATION OF ADOPTION OF ACCESSIBILITY POLICIES AND PROCEDURES OF SANTA CRUZ METRO'S PROGRAMS, SERVICES AND ACTIVITIES, INCLUDING A GRIEVANCE PROCEDURE
(Deferred to a future Board Meeting)
- ADD TO ITEM #17** CONSIDERATION OF SERVICE CHANGES FOR FALL 202
(Add UCSC School-Term Service Attachment)
- ADD TO ITEM #20** CONSIDERATION OF AWARD OF CONTRACTS FOR RESIDENT BUS INSPECTOR SERVICES
(Add Staff Report) NOTE: Contract Attachments will be distributed to the Board only.
- ADD TO ITEM #21** CONSIDERATION OF APPROVAL OF LEASE FOR SCOTTS VALLEY TRANSIT CENTER TENANT
(Add Staff Report)

ADD TO ITEM #22

CONSIDERATION OF ADOPTION OF RESOLUTION RECOGNIZING THE
PASSAGE OF THE AMERICANS WITH DISABILITIES ACT (ADA) OF
1990

(Add Staff Report)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA

JULY 12, 2002 (Second Friday of Each Month)

*SCMTD ENCINAL CONFERENCE ROOM

370 ENCINAL STREET, SUITE 100

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Central Coast Center for Independent Living RE: Personnel Issue
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 JUNE 14 AND JUNE 21, 2002
Minutes: June 14th Minutes Attached
June 21st Minutes to be included in the Add-On Packet
 - 7-2. APPROVE PRELIMINARILY APPROVED CLAIMS
Report: Attached
 - 7-3. ACCEPT AND FILE JUNE 2002 RIDERSHIP REPORT
Report: Attached
Page 1 will be included in the Add-On Packet
 - 7-4. CONSIDERATION OF TORT CLAIMS: Deny the Claim of Peter Schiebel, Claim # 02-0014; Sabine Garry, Claim #02-0021; Autoworld Sales & Leasing, Claim #02-0019; Theodore McLean, Claim #02-0022.
Claims: Attached
- ACTION REQUIRED AT JULY 12TH BOARD MEETING**

* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF JUNE 20, 2002
Minutes: To be included in the Add-On Packet
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF JUNE 19, 2002
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2002, AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR APRIL 2002
Staff Report: To be included in the Add-On Packet
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2002
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: To be included in the Add-On Packet
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 7-12. ACCEPT AND FILE QUARTERLY CALL STOP PROCEDURE UPDATE
Staff Report: Attached

REGULAR AGENDA

- 8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Sheryl Ainsworth, Chairperson
Staff Report: Attached
- 9. CONSIDERATION OF ADOPTION OF FINAL RESOLUTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)
Presented by: Elisabeth Ross, Finance Manager
Staff Report Attached

ACTION REQUIRED AT JULY 12TH BOARD MEETING

10. CONSIDERATION OF AMENDMENT TO BLANKET PURCHASE ORDER WITH THERMOKING
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report Attached
ACTION REQUIRED AT JULY 12TH BOARD MEETING
11. CONSIDERATION OF CHANGE ORDER TO CHANCE COACH INC. CONTRACT FOR CNG TROLLEY BUS
Presented by: Mark Dorfman, Assistant General Manager
Staff Report Attached
ACTION REQUIRED AT JULY 12TH BOARD MEETING
12. CONSIDERATION OF CONTRACT AMENDMENT WITH ITT HARTFORD FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report Deferred to the July 26th Board Meeting
13. CONSIDERATION OF AMENDMENT OF CONTRACT WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE COVERAGE
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report Attached
14. CONSIDERATION OF AMENDMENT TO COPIER LEASE WITH IKON OFFICE SOLUTIONS
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report Attached
15. CONSIDERATION OF AMENDING PARACRUZ CUSTOMER'S GUIDE AND ADOPTING AN ELIGIBILITY APPEALS PROCESS
Presented by: Bryant Baehr, Operations Manager
Staff Report To be included in the Add-On Packet
16. CONSIDERATION OF ADOPTION OF ACCESSIBILITY POLICIES AND PROCEDURES OF SANTA CRUZ METRO'S PROGRAMS, SERVICES AND ACTIVITIES, INCLUDING A GRIEVANCE PROCEDURE
Presented by: Margaret Gallagher, District Counsel
Staff Report Attached
17. CONSIDERATION OF SERVICE CHANGES FOR FALL 2002
Presented by: Mark Dorfman, Assistant General Manager
Staff Report Attached

18. CONSIDERATION OF DIRECTING 2000 FEDERAL CAPITAL EARMARK FUNDS TO BUS PROCUREMENT FROM THE METROBASE PROJECT
Presented by: Mark Dorfman, Assistant General Manager
Staff Report Attached
19. CONSIDERATION OF DESIGNATING MEMBERS OF THE BOARD OF DIRECTORS TO PARTICIPATE IN THE PUBLIC OUTREACH PROCESS FOR THE SANTA CRUZ METRO CENTER DESIGN
Presented by: Les White, General Manager
Staff Report Attached
20. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
21. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

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

SECTION III: RECONVENE TO OPEN SESSION

22. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the

Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Dale Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting.

NOTICE

Reminder: The second Board meeting has been changed to the fourth Friday of each month.



June 21, 2002

Sheryl Ainsworth, Chairperson
Santa Cruz Metropolitan Transit District
Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA. 95060

Dear Chairperson Ainsworth,

I am writing on behalf of our Board to request confirmation that the position of Accessible Services Coordinator (ASC) will be retained in Metro's 2002-2003 fiscal year budget.

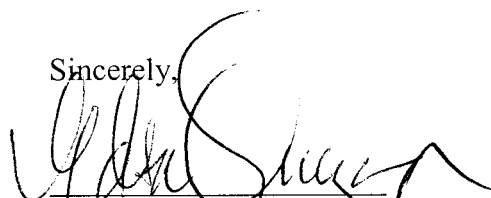
CCCIL has received consumer and newspaper accounts that this valuable position serving persons living with disabilities in Santa Cruz County could be eliminated. We understand that your Board has made painful decisions earlier this year to cut the hours of bus service and lay off employees due to reduction in sales tax and other revenue received by Metro.


We hope that the ASC position will remain funded in Metro's budget. CCCIL participated in the creation of this position over 13 years ago. Before the Americans with Disabilities Act was signed into law, Metro invited CCCIL staff to serve on the hiring panel that selected the first Accessible Services Coordinator.

Our staff has also spoken and written in support of the ASC position during past Metro budget crises. Both persons employed in this position have reached out to hundreds of Santa Cruz County residents living with disabilities. The ASC has provided successful training and other guidance on how to safely access our bus service. Recently we learned that all persons requesting training with buses have received it, and there is no waiting list. That accomplishment allows Metro to provide more training opportunities and outreach about Metro services as paratransit recertification begins this fall.

Please let us know if this community resource will be retained by Metro.

Sincerely,


Elsa Quezada
Executive Director


Fred Crummey
CCCIL Board-President

✓ Salinas
Central Office
234 Capitol Street
Suite A/B
Salinas, CA 93901
(831) 757-2968 Voice
(831) 757-3949 TDD
(831) 757-5549 FAX
email: cccil@cccil.org

└ Capitola
1395 41st Avenue
Suite B
Capitola, CA 95010
(831) 462-8720 Voice
(831) 462-8729 TDD
(831) 462-8727 FAX
email: cccilcap@cccil.org

7-7-02

Ms. Susan R. Alford
1099 38th Ave. Spc 47
Santa Cruz CA 95062-4434

RECEIVED
JUL 9 2002
TRANSIT

To Whom It May Concern

I noticed that the Metro
is going to eliminate
the Route 91 Westside
loop in September.

I work in the old
Wuzley building on
Mission Street. The Route
91 bus before seven
o'clock is the only one
that gets me to work
on time.

If the Route is
eliminated I will
be late to work



MEMBER
The Humane Society of the United States

-2-

everyday. That won't be
too pleasing to my employer.
I am not the only taking
that bus that will be
affected by this change.
There is at least three
other people where I work
that do take that bus,
as well as people at work
at Safeway, who come
directly from Watsonville.
Let me know soon what
the Metro decides.

Sincerely,
Susan Alford

My address is on the front
of this paper. Thank you

July 9, 2002

July 9, 2002

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

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

RAIL/TRAIL
AUTHORITY

RE: Paratransit Vehicle Use

Dear Chair Ainsworth:

COMMUTE
SOLUTIONS

At the May 14, 2002 meeting of the Elderly & Disabled Transportation Advisory Committee (E/D TAC), members unanimously approved the following motion (John Daugherty representing the Transit District and Deana Davidson representing Community Bridges abstained from the vote).

The E/D TAC recommends that:

TRANSPORTATION
POLICY WORKSHOP

All vehicles used for specialized transportation, for Community Bridges as well as ParaCruz programs, be used to the maximum efficiency, not solely based on an exclusive funding source.

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

Coordination of specialized transportation services is included in both the 2001 Regional Transportation Plan (RTP) and the recently revised list of Unmet Transit/Paratransit Needs:

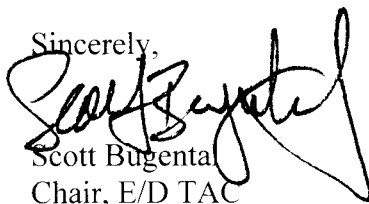
INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

- “Coordinate ADA transit and paratransit services with other specialized transportation services” (Policy 2.6.3 of the 2001 RTP)
- “Need for coordinated and seamless-to-the-public system of specialized transportation with central information point.” (2001/02 Unmet Transit/Paratransit Needs)

BICYCLE COMMITTEE

Thank you for your consideration of this important issue.

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

Sincerely,

Scott Bugental
Chair, E/D TAC

cc: Sam Storey, Community Bridges

I:\E&DTAC\OUTREACH\SCMTDasc.mayr02-1.doc

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 14, 2002

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 14, 2002 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice-Chairperson Reilly called the meeting to order at 9:05 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jeff Almquist
Michelle Hinkle
Mike Keogh
Ana Ventura Phares
Emily Reilly
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Sheryl Ainsworth (arrived after roll call)
Jan Beautz (arrived after roll call)
Tim Fitzmaurice (arrived after roll call)
Dennis Norton
Ex-Officio Mike Rotkin

STAFF PRESENT

Bryant Baehr, Operations Manager
Kim Chin, Planning/Marketing Manager
Mark Dorfman, Asst. General Manager
Margaret Gallagher, District Counsel

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

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Linda Clayton, SEA
Dianne Dunn, SEIU
Mary Ferrick, PSA
Steve Marcus, UTU

Bonnie Morr, UTU
Marion Taylor, League of Women Voters
Candace Ward, UCSC
Linda Wilshusen, SCCRTC

Vice Chair Reilly stated that the Action Items would be moved to the front of the agenda.

Les White introduced Steve Paulson as the new Paratransit Administrator who will oversee next year's paratransit contract.

Mr. White also stated that Director Tavantzis would be the third alternate to the Regional Transportation Commission to replace former Director Christopher Krohn.

DIRECTOR FITZMAURICE ARRIVED.

2. ORAL AND WRITTEN COMMUNICATION

- | | |
|----------------------------|------------------------------------|
| a. Marge Ann Wimpee | RE: Request for Service |
| b. H. G. Leach | RE: Bonny Doon Bus Route |
| c. Mary Leeman | RE: Hwy. 17 Express |
| d. Dennis Stewart | RE: MetroBase Phase 2 |
| e. Lorraine Washington | RE: Watsonville Appointee to Board |
| f. *Richard/Betty Preinitz | RE: Vigil at Metro Center |

***ACTION REQUIRED AT THE JUNE 14TH BOARD MEETING**

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr just attended the UTU regional convention in Reno and distributed UTU mugs to the Directors.

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Nothing to report at this time.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Nothing to report at this time.

DIRECTOR AINSWORTH ARRIVED.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR REILLY

Move approval of Item 2f. to allow vigil to take place at the Metro Center.

Motion passed with Directors Beautz and Norton being absent.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

No additional documentation relating to existing agenda items.

ITEM #8 WAS TAKEN OUT OF ORDER.

- 8. CONSIDERATION OF ADOPTION OF RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)**
ACTION REQUIRED AT JUNE 14TH BOARD MEETING

Summary:

Elisabeth Ross explained that this is the next step in the process of improving the CalPERS formula for retiring employees. Staff is requesting that the Board approve the Resolution of Intent. An employee secret ballot is taking place over the next week. If successful, this item will be brought back to the Board in July for contract approval and would be effective as of July 18, 2002. Ms. Ross also reported that UTU asked METRO to provide public service credit for employees being laid off. This means that if an employee is laid off, he/she could buy back the time they are laid off at no cost to the District.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR PHARES

Adopt the Resolution of Intention to approve an amendment to the CalPERS contract to provide Section 21354.4 (2.5% @ 55 full formula) and Section 21022 (Public Service Credit for periods of layoff).

Motion passed by a roll call vote with Directors Beautz and Norton being absent.

ITEM #10 WAS TAKEN OUT OF ORDER.

**10. CONSIDERATION OF TRANSFER OF ASSETS TO HARTNELL COLLEGE AND HARTNELL COLLEGE FOUNDATION
ACTION REQUIRED AT JUNE 14TH BOARD MEETING**

Summary:

Tom Stickel reported that both METRO and private industry are having difficult recruiting heavy-duty diesel mechanics. The Santa Cruz County Career Ladders Project, along with several area colleges, have formed an agreement to reinstitute a heavy-duty technician program. Hartnell College, where the field work will take place, is soliciting donations of equipment. Staff is proposing that some assets that are no longer of use to the District be transferred to Hartnell for training future technicians.

ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR ALMQUIST

Authorize the General Manager to transfer excess assets to Hartnell College for the purposes of starting a Diesel Mechanics Training Program.

Motion passed with Directors Beautz and Norton being absent.

CONSENT AGENDA

7-1. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 10 AND MAY 17, 2002

No questions or comments.

7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

7-3. ACCEPT AND FILE MAY 2002 RIDERSHIP REPORT

No questions or comments.

7-4. CONSIDERATION OF TORT CLAIMS: Deny the Claims of: Santa Cruz Transportation Inc., #02-0016 and Pacific School District, #02-0017

Margaret Gallagher stated that the Claim of Santa Cruz Transportation would be discussed in Closed Session at the June 21, 2002 Board meeting.

7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF MAY 16, 2002

No questions or comments.

7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF MAY 15, 2002

No questions or comments.

7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2002, APPROVAL OF BUDGET TRANSFERS

No questions or comments.

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

Figures are ridership were clarified for Director Fitzmaurice.

7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2002

No questions or comments.

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

Les White reported that the Night Owl service would be implemented in the fall. Apparently, students are upset over the changes in the parking program.

7-11. ACCEPT AND FILE METROBASE STATUS REPORT

Les White that the project is currently on time for the Harvey West Cluster 1 alternative. Staff reports will be before the Board at next week's meeting for consideration. These will focus on potential sites for the Phase 2 enhancements.

7-12. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS: TWO GILLIG BUSES; MISCELLANEOUS EQUIPMENT

No questions or comments.

7-13. CONSIDERATION OF A RESOLUTION INCREASING THE PETTY CASH FUND FOR THE ADMINISTRATIVE OFFICES AND ELIMINATING THE PETTY CASH FUND FOR THE FACILITIES MAINTENANCE DEPARTMENT

No questions or comments.

7-14. CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 02-03

Mark Dorfman will make a presentation on the cost of this coverage later in the meeting.

7-15. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 02-03

No questions or comments.

7-16. CONSIDERATION OF NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION – SONYA MCCLURE V. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

No questions or comments.

7-17. CONSIDERATION OF NAME CHANGE FOR TENANT'S BUSINESS AT WATSONVILLE TRANSIT CENTER

Margaret Gallagher stated that Ali is converting TransMart to a corporation for tax purposes. Ms. Gallagher added that METRO's liability might change depending on the wording of the amendment. The amendment will state that the principals are doing business as the corporation, thereby ensuring that they remain liable for the lease terms.

NOTE: It was suggested that the Directors be notified of all items that were moved to the Consent Agenda at the first meeting to allow for questions to be answered by the staff in the period between the first and second Board meetings.

7-18. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ FOR TRANSIT SERVICES

Les White reported that the Cabrillo College contract would be brought back to the Board for action at which time Staff would recommend that Cabrillo be notified that the existing contract had expired and that Cabrillo would not receive a reduced rate going forward.

7-19. CONSIDERATION OF REQUEST TO CONSTRUCT ONE KIOSK AT THE WATSONVILLE TRANSIT CENTER

Ms. Gallagher reported that TransMart wants to open a Chinese restaurant in a kiosk. The other Watsonville Transit Center tenants have been notified of this issue and no response has been received from any other tenants. If approved by the Board, bids would be solicited for the construction of this kiosk. All costs would be paid by the tenant.

Director Phares requested information on the turnover rate of restaurants at the Watsonville Transit Center. Director Spence requested a revised staff report for next week's meeting to clarify who pays the cost of construction.

This item was moved to the Regular Agenda for further discussion at the June 21st Board meeting.

7-20. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE

No questions or comments.

REGULAR AGENDA

9. CONSIDERATION OF ADOPTION OF FY 02-03 FINAL BUDGET

Summary:

Elisabeth Ross stated that the final budget for FY 02-03 would be brought before the Board for final adoption at the June 21st Board meeting. Staff will also request authorization for Board travel, employee incentives and staffing levels. Staff will return to the Board in October with a budget revision to account for retiring employees, sales tax and revenue information.

Discussion:

Bryant Baehr explained the \$20,000 expenditure for call stop auditing. The cost of \$5,000 per quarter would include on-board surveillance, plus data and quarterly reports. Bonnie Morr reminded the Board that when this issue was reviewed in the past, it was determined that this information would be used for auditing call stops only and would not be used in any other area. Director Fitzmaurice pointed out that Board members normally attend both the APTA annual conference and the legislative conference. The amount of \$5,000 budgeted for Board Member Travel is listed in the budget but not in the staff report.

11. ACCEPT AND FILE REPORT EXPLAINING VEHICLE PUBLIC LIABILITY RATE INCREASES

Summary:

Mark Dorfman conducted a presentation on CalTIP, which is a group of transit agencies in California who formed a public liability transit insurance pool. All program participants must have a self-insured retention. METRO is at the \$250,000 self-insured level which means that any claim settled for less than \$250,000, the District pays. Mr. Dorfman further explained about the two optional excess layers of which METRO has the full \$20 million in coverage. METRO's rate for 2002 is \$375,000 which is an increase of 188.7% over last year.

Discussion:

Mr. Dorfman explained that Staff is asking CalTIP to investigate multi-year insurance contracts. Director Almquist asked if the older buses could be put under a separate entity and insure them only when they are needed. He was informed that METRO has to declare the number of buses prior to CalTIP going out for quotes. However, it will be requested that CalTIP look into this in the future. There will be a three-tier rate structure: non-revenue vehicles, paratransit, and fixed route schedule. The new rates should go into effect no sooner than May 1, 2003.

Director Almquist asked what percentage of the pool METRO is. Mr. Dorfman will obtain this information for Director Almquist.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR ALMQUIST

Move Items #12, 13 and 14 to the Consent Agenda for the June 21 Board Meeting.

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

12. CONSIDERATION OF ADOPTING AN ANNUAL GOAL FOR DBE PARTICIPATION IN FEDERALLY-FUNDED PROCUREMENTS IN FY 2003

Moved to Consent Agenda for 6/21/02 meeting.

13. a. CONSIDERATION OF AMENDING BYLAWS TO CHANGE THE BOARD OF DIRECTORS MONTHLY MEETINGS FROM THE SECOND AND THIRD FRIDAY OF EACH MONTH TO THE SECOND AND FOURTH FRIDAY OF EACH MONTH

Moved to Consent Agenda for 6/21/02 meeting. Margaret Gallagher will bring back the bylaws to show the language change to be voted upon. If approved, the change would be effective as of the fourth Friday in July.

b. CONSIDERATION OF AMENDING BYLAWS TO CHANGE THE TIME AND LOCATION OF THE BOARD OF DIRECTORS MONTHLY MEETINGS AND TO CONSIDER INCREASING THE COMPENSATION TO DIRECTORS FOR ATTENDING BOARD MEETINGS

Moved to Consent Agenda for the 6/21/02 meeting. There was discussion of possibly changing the start times of the Board meetings. It was mentioned that the daytime meetings are difficult for some directors. Director Ainsworth stated that there is no reason to hold a Board meeting in Scotts Valley unless there are Scotts Valley issues on the agenda. Location, filming capability, and accessibility factors were deemed the most important in determining times and locations for the meetings. Director Phares was informed that the restrooms and wheelchair lift at the Watsonville Council Chambers lack accessibility. She mentioned these two issues to the City Manager. It was requested that Ms. Gallagher remove the reference to increasing the compensation to the Directors from the item title and staff report.

ACTION: MOTION: DIRECTOR PHARES SECOND: DIRECTOR ALMQUIST

Change the second monthly Board Meeting to the fourth Friday of each month, remove compensation issue from this item, and remove Scotts Valley from the Board meeting rotation. The cities of Capitola and Watsonville will remain in the rotation for Board Meeting locations.

Motion passed with Directors Beautz and Norton being absent.

14. CONSIDERATION OF AUTHORIZING THE USE OF DISTRICT EQUIPMENT BY DISTRICT EMPLOYEES PARTICIPATING IN THE WHARF-TO-WHARF MUSIC PROGRAM TO PROMOTE PUBLIC TRANSIT AWARENESS

Moved to Consent Agenda for 6/21/02 meeting.

15. CONSIDERATION OF AWARD OF CONTRACT FOR MINOR MAINTENANCE FACILITY RETROFIT CONSTRUCTION

Summary:

Mark Dorfman reported that staff is working with the contractors. The bids received were very high. If the this issue is resolved, the staff report will be presented to the Board at the June 21st meeting. If not, staff will request that this item is pulled from the agenda.

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

Margaret Gallagher reported that the issue of Lane/Loya vs. SCMTD would be discussed in Closed Session.

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Vice Chairperson Reilly adjourned to Closed Session at 10:18 a.m. and reconvened to Open Session at 11:11 a.m.

SECTION III: RECONVENE TO OPEN SESSION

REPORT OF CLOSED SESSION

There was nothing to report at this time.

ADJOURN

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

Respectfully submitted.

DALE CARR
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 21, 2002

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 21, 2002, at the City Hall Council Chambers, 809 Center Street, Santa Cruz, California.

Chairperson Ainsworth called the meeting to order at 9:06 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Jeff Almquist
Jan Beautz (arrived after Roll Call)

STAFF PRESENT

Bryant Baehr, Operations Manager
Kim Chin, Planning/Marketing Manager
Mark Dorfman, Asst. General Manager
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager
Leslie R. White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

April Axton, Lift Line
Scott Bugental, Seniors Council
Richard Camperud, Courtesy Cab
Linda Clayton, SEA
Dianna Dunn, SEIU
Mary Ferrick, PSA

Don Hubbard, H.W. Association
Carmen Magdaleno, Interpreter
Bonnie Morr, UTU
Carolyn O'Donnell, TMA
Will Regan, VMU
Celia Scott, Consultant
Sam Storey, Community Bridges

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | |
|---------------------|--------------------------|
| a. Marge Ann Wimpee | RE: Request for Service |
| b. H. G. Leach | RE: Bonny Doon Bus Route |
| c. Mary Leeman | RE: Hwy. 17 Express |

- | | |
|--|---|
| d. Dennis Stewart | RE: MetroBase Phase 2 |
| e. Lorraine Washington | RE: Watsonville Appointee to Board |
| f. Deleted – Action taken at June 14 th Board Meeting | |
| g. Kasandra Fox | RE: Personnel Matters |
| h. Deborah Lane | RE: Personnel Matters |
| i. Don Hubbard | RE: MetroBase |
| j. Scott Bugental | RE: Comments from 4/19/02 Board Meeting |

Chairperson Ainsworth addressed the written communication (Item 2j.) from E&D TAC concerning comments made by Director Almquist and a subsequent motion made at the April 19th Board meeting. She clarified the context of Director Almquist's request for information regarding the viability of the Accessibility Services Coordinator (ASC) position in relation to the discussion which was taking place on unspecified layoff positions being proposed to balance the upcoming budget. Chairperson Ainsworth added that on April 26th the Board undirected the portion of the motion regarding the ASC position.

Oral:

Brad Neily spoke regarding the comments made by Director Almquist as referenced above. He added that his hope is to settle the call stop issue lawsuit which is tearing the community apart.

Michael Bradshaw of Central Coast Center for Independent Living (CCCIL) read a letter from his Board which is in support of METRO retaining the ASC position. Mr. Bradshaw stated that he understands that the ASC position will be funded for FY 02/03. Chairperson Ainsworth clarified that the ACS position was never deleted from the proposed budget for FY 02/03.

Scott Bugental stated that Item 2j. was written on behalf of E&D TAC and not on his own behalf. He requested a written reply to E&D TAC's letter and expressed surprise that at the time of the motion no one spoke up.

3. LABOR ORGANIZATION COMMUNICATIONS

Nothing to report at this time.

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Nothing to report at this time.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Sharon Barbour, Vice Chairperson of MASTF, read a letter to the Board regarding the ASC position and MASTF's desire to be included in the hiring process of all upper level personnel which focus on providing services for the disabled community. A copy of this letter is attached. Chairperson Ainsworth responded that the goals and objectives of the MASTF committee do not include being a part of the hiring and/or firing of employees. She added that for positions directly related to the disabled community, MASTF should be included in the hiring process. Several Directors agreed that MASTF's input could be considered, however, the final hiring decision lies with the General Manager.

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

SECTION 1:

DELETE FROM ITEM #2 ORAL AND WRITTEN COMMUNICATIONS:

f. Richard/Betty Preinitz Action taken at 6/14/02 Board Meeting

ADD TO ITEM #2

g. Kasandra Fox RE: Personnel Matters
h. Deborah Lane RE: Personnel Matters
i. Don Hubbard RE: MetroBase
j. Scott Bugental RE: Comments from 4/19/02 Board Meeting

(Insert Written Communication)

CONSENT AGENDA:

ADD TO ITEM #7-3

ACCEPT AND FILE MAY 2002 RIDERSHIP REPORT
(Insert Page 1 of Ridership Report)

ADD TO ITEM #7-4

CONSIDERATION OF TORT CLAIM: Deny the Claim of: Cullen Plousha, Claim #02-0018
(Insert Claim)

ADD TO ITEM #7-22

b. CONSIDERATION OF AMENDING THE BYLAWS TO ELIMINATE THE SCOTTS VALLEY LOCATION AS ONE OF THE SITES FOR THE BOARD OF DIRECTORS MONTHLY MEETINGS – AMENDED
(Replace Staff Report which has original numbering as Item #13b)

REGULAR AGENDA:

DELETE ITEM #8

CONSIDERATION OF ADOPTION OF RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)
(Action taken at the 6/14/02 Board Meeting)

DELETE ITEM #10

CONSIDERATION OF TRANSFER OF ASSETS TO HARTNELL COLLEGE AND HARTNELL COLLEGE FOUNDATION
(Action taken at the 6/14/02 Board Meeting)

- DELETE ITEM #15** CONSIDERATION OF AWARD OF CONTRACT FOR MINOR MAINTENANCE FACILITY RETROFIT CONSTRUCTION
(Contract will be rebid at future date)
- ADD TO ITEM #16** CONSIDERATION OF UTILIZING A COMPETITIVE PROCESS TO OFFER THE PUBLIC THE OPPORTUNITY TO PRESENT PROPOSALS TO CONSTRUCT A KIOSK TO OPERATE A BUSINESS AT THE WATSONVILLE TRANSIT CENTER – AMENDED
(Replace Staff Report which has original numbering as Item #7-19)
- ADD TO ITEM #17** CONSIDERATION OF AUTHORIZATION FOR GENERAL MANAGER TO ENTER INTO A CONTRACT FOR PARATRANSIT SERVICE WITH COMMUNITY BRIDGES
(Add Staff Report)
- ADD TO ITEM #18** CONSIDERATION OF DESIGNATING LIQUEFIED/COMPRESSED NATURAL GAS AS THE FUELING COMPONENT FOR THE METROBASE HARVEY WEST CLUSTER ONE ALTERNATIVE
(Add Staff Report)
- ADD TO ITEM #19** REVIEW AND CONSIDER INPUT RECEIVED DURING THE SCOPING PERIOD FOR THE PROPOSED METROBASE PROJECT AND DETERMINE ISSUES AND ALTERNATIVES TO BE INCLUDED IN THE ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) ON THE METROBASE PROJECT AND DIRECT STAFF TO PREPARE OR HAVE PREPARED A FINANCIAL FEASIBILITY IMPACT REPORT ON THE PROPERTIES IDENTIFIED FOR A POSSIBLE PHASE 2
(Add Staff Report)
- ADD TO ITEM #20** CONSIDERATION OF REINSTATING THE PART-TIME LEGAL SECRETARY POSITION PREVIOUSLY UNFUNDED IN THE 2002/2003 BUDGET
(Add Staff Report)

ADDITIONAL DOCUMENTATION FOR 6/21/02 BOARD PACKET

- 1) Amended Agenda – Corrected “Presenter” on Item #20
Corrected Closed Session Item 1b. – Changed Defendant’s name from Metropolitan Water District to Santa Cruz Metropolitan Transit District
- 2) Amended Closed Session Agenda – Same change as above

- ADD TO ITEM #7-3** ACCEPT AND FILE MAY 2002 RIDERSHIP REPORT
(Replace Page 7-3.1)

ADD TO ITEM #17 CONSIDERATION OF AUTHORIZATION FOR GENERAL
MANAGER TO ENTER INTO A CONTRACT FOR PARATRANSIT
SERVICE WITH COMMUNITY
(Information received after add-on packet was distributed)

CONSENT AGENDA

REPLACE PAGE 7-1.25 BOARD MEETING MINUTES OF MAY 17, 2002.

REGULAR AGENDA

ADD TO ITEM #19 METROBASE SCOPING MEETING ISSUE
Email from Larry/Marti Selman, Complete Mailing Service
Letter from Laree Draper, World Gym
Letter from U.S. Environmental Protection Agency

DIRECTOR BEAUTZ ARRIVED.

CONSENT AGENDA

- 7-1. **APPROVE REGULAR BOARD MEETING MINUTES OF MAY 10 AND MAY 17, 2002**
- 7-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**
- 7-3. **ACCEPT AND FILE MAY 2002 RIDERSHIP REPORT**
- 7-4. **CONSIDERATION OF TORT CLAIMS: Deny the Claims of: Santa Cruz
Transportation Inc., #02-0016 and Pacific School District, #02-0017, Cullen Plousha,
#02-0018.**
- 7-5. **ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF MAY 16, 2002**
- 7-6. **ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF MAY 15, 2002**
- 7-7. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2002,
APPROVAL OF BUDGET TRANSFERS**
- 7-8. **ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MARCH 2002**
- 7-9. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2002**
- 7-10. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE**
- 7-11. **ACCEPT AND FILE METROBASE STATUS REPORT**
- 7-12. **CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS: TWO GILLIG
BUSES; MISCELLANEOUS EQUIPMENT**
- 7-13. **CONSIDERATION OF A RESOLUTION INCREASING THE PETTY CASH FUND FOR
THE ADMINISTRATIVE OFFICES AND ELIMINATING THE PETTY CASH FUND FOR
THE FACILITIES MAINTENANCE DEPARTMENT.**
- 7-14. **CONSIDERATION OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE
INSURANCE COVERAGE FOR FY 02-03.**
- 7-15. **CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY
02-03**
- 7-16. **CONSIDERATION OF NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION –
SONYA MCCLURE V. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

- 7-17. CONSIDERATION OF NAME CHANGE FOR TENANT'S BUSINESS AT WATSONVILLE TRANSIT CENTER
- 7-18. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ FOR TRANSIT SERVICES
- 7-19. MOVED TO REGULAR AGENDA AS ITEM #16
- 7-20. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE
- 7-21. CONSIDERATION OF ADOPTING AN ANNUAL GOAL FOR DBE PARTICIPATION IN FEDERALLY FUNDED PROCUREMENTS IN FY 2003
(Moved to Consent Agenda at the June 14, 2002 Board Meeting. Staff Report retained original numbering as Item #12)
- 7-22. a. CONSIDERATION OF AMENDING BYLAWS TO CHANGE THE BOARD OF DIRECTORS MONTHLY MEETINGS FROM THE SECOND AND THIRD FRIDAY OF EACH MONTH TO THE SECOND AND FOURTH FRIDAY OF EACH MONTH
b. CONSIDERATION OF AMENDING THE BYLAWS TO ELIMINATE THE SCOTTS VALLEY LOCATION AS ONE OF THE SITES FOR THE BOARD OF DIRECTORS MONTHLY MEETINGS - AMENDED
(Moved to Consent Agenda at the June 14, 2002 Board Meeting. Staff Report retained original numbering as Item #13)
- 7-23. CONSIDERATION OF AUTHORIZING THE USE OF DISTRICT EQUIPMENT BY DISTRICT EMPLOYEES PARTICIPATING IN THE WHARF-TO-WHARF MUSIC PROGRAM TO PROMOTE PUBLIC TRANSIT AWARENESS
(Moved to Consent Agenda at the June 14, 2002 Board Meeting. Staff Report retained original numbering as Item #14)

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR PHARES

Approve Consent Agenda. Change second Board Meeting from the Third Friday to the Fourth Friday of each month to improve staff's ability to respond to the Board's requests from the first Board meeting.

Motion passed with Director Almquist being absent.

REGULAR AGENDA

8. DELETED
9. CONSIDERATION OF ADOPTION OF FY 02-03 FINAL BUDGET

Summary:

Elisabeth Ross reported that staff is requesting adoption of the final budget for FY 02-03. The action would adopt the resolution, authorize Board travel and staffing levels, and approve the employee incentive program. The proposed operating budget is \$31.6 million and \$20 million in the capital budget. Originally, twenty-four positions would not be funded in the upcoming year. Because of actions taken, the layoff positions were decreased to fourteen. Staff will bring the budget back to the Board in October with revisions to cover revenue adjustments. Ms. Ross

reviewed the sales tax information. She added that the Repair account was reduced with the assumption that it would be entirely reimbursed through the collection process. Mr. White added that staff would be working more closely with law enforcement to deal more effectively with vandalism.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR FITZMAURICE

Adopt the resolution approving the final budget for FY 02-03 as presented in Attachment B; authorize Board member travel in FY 02-03 as described in Attachment C; approve the Employee Incentive Program as presented in Attachment D and authorize staffing levels as listed in Attachment G.

Motion passed by a roll call vote with Director Almquist being absent.

10. **DELETED**

11. **ACCEPT AND FILE REPORT EXPLAINING VEHICLE PUBLIC LIABILITY RATE INCREASES**

Summary:

Mark Dorfman conducted a presentation at the June 14th Board meeting on this issue. No action is necessary other than for the Board to accept and file the report.

12. **MOVED TO CONSENT AGENDA AS ITEM #7-21**

13. **MOVED TO CONSENT AGENDA AS ITEM #7-22**

14. **MOVED TO CONSENT AGENDA AS ITEM #7-23**

15. **DELETED**

16. **CONSIDERATION OF UTILIZING A COMPETITIVE PROCESS TO OFFER THE PUBLIC THE OPPORTUNITY TO PRESENT PROPOSALS TO CONSTRUCT A KIOSK TO OPERATE A BUSINESS AT THE WATSONVILLE TRANSIT CENTER -- AMENDED**
(Moved to Regular Agenda at the June 14, 2002 Board Meeting. Staff report retained original numbering as Item #7-19)

Summary:

Margaret Gallagher explained that this matter was brought before the Board last year and staff was asked to reagentize this issue in one year. Staff recommends that a Request for Proposals (RFP) be issued by METRO offering the public an opportunity to present proposals to construct the kiosk at the proposer's cost and to operate business through METRO's standard lease arrangements. Proposals would be reviewed by staff and a recommendation would be made to the Board who would have final authority to accept or reject the proposals.

Discussion:

Director Rotkin suggested that a Board members representing the City of Watsonville be involved in the discussions with staff before a final recommendation is made to the Board. This Board member would have input regarding the appropriateness of the proposals and how they would fit into the community.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR FITZMAURICE

Utilize the competitive process to offer the public the opportunity to present proposals to construct a kiosk and operate a business at the Watsonville Transit Center. Direct staff to include a Watsonville Board member in the discussions.

Director Phares asked that staff talk with one of the Watsonville Board members plus the Watsonville City Manager prior to the RFPs being sent out. Director Rotkin suggested that the viability of the business may not be clear until the RFP is submitted. He added that it is acceptable to ask for proposals ahead of time. Mr. White commented that staff intends to involve a Watsonville Board member in the crafting of the RFP.

Motion passed with Director Almquist being absent.

ITEM #19 WAS TAKEN OUT OF ORDER.

19. **REVIEW AND CONSIDER INPUT RECEIVED DURING THE SCOPING PERIOD FOR THE PROPOSED METROBASE PROJECT AND DETERMINE ISSUES AND ALTERNATIVES TO BE INCLUDED IN THE ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) ON THE METROBASE PROJECT AND DIRECT STAFF TO PREPARE OR HAVE PREPARED A FINANCIAL FEASIBILITY IMPACT REPORT ON THE PROPERTIES IDENTIFIED FOR A POSSIBLE PHASE 2**

Summary:

Margaret Gallagher confirmed that the Board chose Harvey West Cluster 1 as the preferred site for the MetroBase project. This site consists of the Golf Club Drive site, Surf City Produce property, River Street property owned by the District, and the Tool Shed property. A Notice of Preparation (NOP) was issued on April 30, 2002 to solicit comments from the public and from other agencies. Staff is asking the Board for their input to see if there are any other environmental issues to be placed in the Environmental Impact Report (EIR) for Phase 1.

Staff is further requesting the Board to authorize a financial feasibility study so the District can determine acquisition, relocation and construction costs should the project go forward through Phase 2. Staff also needs to identify grant funding for Phase 2 as there are currently no funds for Phase 2.

Discussion:

Les White added that this is an early notification that staff is considering and looking at certain properties as a potential Phase 2. It is unlikely that all of the properties would be needed, however, each individual parcel is being examined to see how it might fit into the expansion process for the District. This examination of the parcels would be conducted to see if they are compatible before staff lines up funding, and conducts an EIR.

Cecil Scott outlined the facts to date regarding Phase 1, its size, and that it is believed that a Phase 2 is needed because Phase 1 is substantially smaller than METRO's original intention. The EIR underway now would address Phase 2 on a qualitative level; the EIR would list possible sites and would indicate the physical factors, and would entail a limited analysis of Phase 2 based on the best information available. No decision could be made to approve Phase 2 until a full environmental analysis is conducted in a supplemental environmental document after the approval of Phase 1. The timetable for Phase 2, if it were built, would be September by the time the analysis of the property and financial impact report were conducted. Staff would return to the Board in the beginning of 2003 with an analysis of potential funding capabilities for exploring the enhancement, whatever it might be. The scoping process on the environmental review would be done in the second quarter of 2003 with environmental documents being available in early 2004.

Staff suggests the following: 1) keep facility and timelines moving forward; 2) accept comments regarding Harvey West Cluster 1 and move forward in the EIR; 3) if directed, a Financial Feasibility Study (FFS) would be conducted on the enhancements. This would determine the progress of Phase 2.

CHAIRPERSON AINSWORTH ACCEPTED PUBLIC COMMENTS AS OF 10:13 A.M.

The following Plantronics employees spoke:

Tom Falon, Jeff Strand, Barbara Sherer, Rita Chapman, Lee Sanders, Neil Snyder, Dan Sully, Mike Hervey, Juan Lopez, Mary Peterson, Julie Murphy and Rich Pickerd. The main concerns of these speakers were Plantronics' plans to expand on the Vernon Street site that METRO currently leases for bus parking and is currently a possibility for Phase 2, loss of tax revenue to the City, insufficient notice for the Scoping Meeting, quality of life if the employees have to commute, Plantronics' contributions to the community through charitable works including Second Harvest Food Bank, and global ramifications since Plantronics' clients enjoy coming to Santa Cruz.

Don Hubbard of the Harvey West Area Association spoke regarding his concerns with the insufficient notice given for the Scoping Meeting, loss of tax revenue to City, jobs and businesses needed in this area, the Harvey West clubhouse and children playing in the park. Mr. Hubbard stated that the Watsonville property that METRO owns would satisfy METRO's demands for years to come.

Deborah Damon of Complete Mailing Service commented that her business has been in the Harvey West Park for two years. Prior to moving to this location, they searched for a place that would accommodate their growth. Complete Mailing Service contributes to the County, City,

arts and Second Harvest Food Bank. Ms. Damon asked the Board not to rush this process and to look at all possibilities.

Director Norton pointed out that METRO is also a major employer in the County. He added that he doesn't see the Vernon Street piece of property as being a major contributor to the Phase 2.

ACTION: MOTION: DIRECTOR NORTON SECOND: DIRECTOR FITZMAURICE

Eliminate the Plantronics property from consideration in the MetroBase project.

Motion passed with Directors Hinkle, Keogh and Spence voting no; and with Director Almquist being absent.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR SPENCE

Review Denise Duffy & Associates' recommendation for the issues and alternatives to be included in the scope of the MetroBase EIR/EIS; and direct staff to prepare or have prepared a Financial Feasibility Impact Report on the properties identified for a possible Phase 2 with a due date of September 27, 2002.

It was reiterated that the Salz property is not included in the Phase 2 alternatives.

Motion passed with Director Almquist being absent.

Les White pleaded with the Board not to slow the MetroBase project down. METRO began this process with \$37 million in funding. Due to delays to the project, METRO is now below \$30 million in funding for this facility.

17. CONSIDERATION OF AUTHORIZATION FOR GENERAL MANAGER TO ENTER INTO A CONTRACT FOR PARATRANSIT SERVICE WITH COMMUNITY BRIDGES

Summary:

Staff is requesting authorization to enter into a three-year contract with Community Bridges. Service would be initiated on July 1, 2002 if the contract is approved. There would be two one-year renewals with the right to cancel with 90-days notice. The contract is worth \$9.2 million and all clauses have been reviewed with Community Bridges. This contract is for billing on an hourly basis vs. on a ride-by-ride basis as previous contracts stipulated. Mr. Dorfman reviewed the billing calculations. Community Bridges expects to comply by July 2004 with the clause stipulating a lighted parking lot is needed .

Discussion:

Director Beautz requested that the Board be supplied with the actual contracts to review in the future.

ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR NORTON

All future contracts will be provided to the Board when there is an agenda item concerning a contract.

Motion passed with Director Almquist being absent.

Mr. Dorfman added that this contract entails strict penalties in terms of performance as well as financial penalties in terms of timeliness of bills. There are, however, incentives for good performance. There will now be dedicated staff who will be monitoring this contract. METRO will also obtain a “use” license of the software that Community Bridges has in place which will enable METRO to query the paratransit records. Director Spence pointed out that the Customers’ Guide and Policy & Procedures are a part of the contract. However, the District reserves the right to amend the Customers’ Guide without renegotiating the contract. Lift Line will have a separate phone line for ParaCruz calls only. Paratransit rides will be segregated and not mixed in with other services. Director Spence asked for assurances that the sub-contractors are aware that they need to perform on an hourly rate and uphold the same standards. Sam Storey responded that the sub-contractors will mirror the contract requirements in terms of performance requirements, pick up times, ready windows, etc. Mr. Storey added that the METRO vehicles would be dedicated to ADA service only. If the METRO vehicles go to a sub-contractor, these would continue to be used for ADA service only and no meters would be installed in them. TDA rides would be consolidated with ADA rides, however, the software will allocate the charge to TDA vs. ADA rides. There was discussion regarding the 70/30 split which is still in effect and how Community Bridges would monitor the rides assigned to their sub-contractors.

Mr. Dorfman explained that this contract is for a fixed price and would not fluctuate if Lift Line’s expenses increase. There was discussion regarding door-to-door services vs. home health care duties. Director Fitzmaurice asked District Counsel Gallagher to inquire as to whether there have been any transportation providers who have been held legally responsible for treatment or assistance given to paratransit riders.

ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR REILLY

Extend the meeting past 12:00 noon.

Motion carried with Director Almquist being absent.

Mark Dorfman confirmed with Sam Storey that a clause would be inserted stating that the sub-contractors could not refuse an ADA rider when assigned to them. Mr. Storey added that training on the ParaCruz Policies & Procedures has already begun. Director Tavantzis suggested that a close eye be kept on the complaint report. Lastly, if a paratransit customer calls a Board member about being denied a ride due to being unqualified, Mr. Storey asked that he be contacted in this regard. Lift Line staff has been instructed to review all options with each caller.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR BEAUTZ

Authorize the General Manger to enter into a three-year contract with Community Bridges for the operation of ADA Paratransit Services.

Bonne Morr of UTU asked the Board to reiterate the direction to staff given a few months ago to follow through with a procedure to create a process for possibly bringing this service in house. Ms. Morr was informed that this direction to staff is still in force and this procedure will be brought before the Board when completed.

Motion passed with Director Almquist being absent.

18. CONSIDERATION OF DESIGNATING LIQUEFIED/COMPRESSED NATURAL GAS AS THE FUELING COMPONENT FOR THE METROBASE HARVEY WEST CLUSTER ONE ALTERNATIVE

Summary:

Mr. White reported that in order to continue to move forward with the MetroBase EIR, it is important to identify how to bring CNG to the preferred location. Originally, there was discussion regarding bringing the CNG line from San Lorenzo Lumber to Harvey West Park. This was anticipated to cost approximately \$2.5 million.

For the purpose of the EIR for Cluster 1, staff recommends as an interim measure that liquefied natural gas (LNG) be utilized. The following impacts need to be considered: truck traffic which would increase due to delivering of the LNG; on-site storage of approximately 15,000 gallons of LNG. If the Board decides to stay with the concept of bringing in a CNG line, consultants would need to look at the environmental impact from Harvey West Park to San Lorenzo Lumber. This would significantly change the time line.

ACTION: MOTION: DIRECTOR FITZMAURICE SECOND: DIRECTOR NORTON

Designate the use of liquefied/compressed natural gas (L/CNG) as the fueling component for the MetroBase Harvey West Cluster One alternative.

Motion passed with Director Almquist being absent.

20. CONSIDERATION OF REINSTATING THE PART-TIME LEGAL SECRETARY POSITION PREVIOUSLY UNFUNDED IN THE 2002/2003 BUDGET

Summary:

Les White stated that in preparation of defending the District in the Lane/Loya action, this position is needed due to the volume of work that will be required.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR FITZMAURICE

Transfer funds from the Claims Reserves to the operating budget to reinstate the position of part-time Legal Secretary to provide staff support for the defense in the Lane/Loya vs. SCMTD action.

Motion passed with Director Almquist being absent.

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

Margaret Gallagher reported that the claims of Santa Cruz Transportation vs. SCMTD and Ruelas vs. SCMTD would be discussed.

22. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Chairperson Ainsworth adjourned to Closed Session at 12:34 p.m. and reconvened to Open Session at 12:47 p.m.

SECTION III: RECONVENE TO OPEN SESSION

23. REPORT OF CLOSED SESSION

There was nothing to report at this time.

ADJOURN

There being no further business, Chairperson Ainsworth adjourned the meeting at 12:47 p.m.

Respectfully submitted

DALE CARR
Administrative Services Coordinator

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

DATE: 06/01/02 THRU 06/30/02

CK BER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
6373P06/26/02		-1,000.00 827	SCIBETTA, DR. CHARLES VOID CHECK	79122	VOID CHECK	-1,000.00 PRE-PAID
6786F06/26/02		-900.00 001887	HUMPHREY, YVONNE A. VOID CHECK/REISSUE	79125	VOID CHECK/REISSUE	-900.00 PRE-PAID
6982M06/04/02		608.00 673	MARTINEZ, EMILIO INVESTIGATIVE SVCS	78923	INVESTIGATIVE SVCS	608.00 MANUAL
6984 06/14/02		27,306.34 001063	NEW FLYER INDUSTRIES LIMITED	78697	REV VEH PARTS 2230	2,229.60
				78698	REV VEH PARTS 1401	1,400.88
				78699	REV VEH PARTS 2799	2,796.75
				78700	REV VEH PARTS 531	530.65
				78701	REV VEH PARTS 677	676.63
				78702	REV VEH PARTS 239	239.16
				78703	REV VEH PARTS 749	749.45
				78704	REV VEH PART 3312	3,312.16
				78705	REV VEH PARTS 18	32.73
				78706	REV VEH PARTS 653	604.51
				78707	REV VEH PARTS 3671	3,670.92
				78708	REV VEH PARTS 279	278.60
				78709	REV VEH PARTS 3454	3,453.62
				78710	REV VEH PARTS 3821	3,821.14
				78711	REV VEH PARTS 3145	3,145.03
				78817	REV VEH PARTS 132	132.24
				78818	REV VEH PARTS 210	210.27
6985 06/14/02		294.04 001206	DELTA GLASS	78712	OUT REPAIR OTHER VEH	294.04
6986 06/14/02		416.00 001257	DOMINICAN HOSPITAL OF S C	78713	APRIL DRUG TESTING	416.00
6987 06/14/02		319.64 001296	LEXISNEXIS MATTHEW BENDER	78819	DUES/SUBSCRIPTIONS	319.64
6988 06/14/02		165.82 001315	WASTE MANAGEMENT OF S C	78714	M Y KINGS VLG RD	125.26
				78715	MAY MT HERMON RD	40.56
6989 06/14/02		76,329.46 001316	DEVCO OIL	78820	MAY FUEL	76,329.46
6990 06/14/02		30.82 001648	STEVE'S UNION	78821	MAY FUEL	30.82
6991 06/14/02		155.45 001733	STOODLEY'S SMALL ENGINE SERVIC	78717	REPAIRS/MAINT.	155.45
6992 06/14/02		178,790.67 001762	COMMUNITY BRIDGES	78906	APRIL ADA	178,790.67
6993 06/14/02		3,000.00 001881	PACIFIC GAS & ELECTRIC CO	78907	ENGINEERING SVCS	3,000.00
6994 06/14/02		576.79 001936	WORLDCOM TECHNOLOGIES, INC.	78908	MAY LENS DISTANCE	576.79
6995 06/14/02		15.80 001944	SANTA CRUZ COUNTY LAW LIBRARY	78923	PRINTING	15.80
6996 06/14/02		6,317.50 001991	BAY STAFF INC	78718	TEMPS W/E 5/25 PLANG	6,317.50
6997 06/14/02		257.80 001996	JAMES PUBLISHING, INC	78824	DUES/SUBSCRIPTIONS	78.07
				78909	DUES/SUBSCRIPTIONS	179.73
6998 06/14/02		1,891.61 0014	PACIFIC BELL/WORLDCOM	78737	MAY PHONE LINES - IT	92.14
				78911	C-60-832-0466-555	1,799.47
6999 06/14/02		7,537.65 002005	TRANSIT RESOURCES, INC.	78719	REV VEH PARTS	137.88
				78786	REV VEH PARTS	7,399.77
7000 06/14/02		147.51 002028	WESTCOAST LEGAL SERVICE	78825	OTHER CASUALTY EXP	147.51
7001 06/14/02		817.43 002063	COSTCO	78826	OFFICE SUPPLY	76.64
				78827	EMPLOYEE INCENTIVE	270.19
				78828	PHOTO PROCESS	57.80
				78829	EMPLOYEE INCENTIVE	299.95
				78930	PHOTO PROCESS	41.50
				78831	OTHER CASUALTY EXP	15.11
				78932	PHOTO PROCESS	21.43

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

DATE: 06/01/02 THRU 06/30/02

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
				78833	PHOTO PROCESS	15.96	
				78834	PHOTO PROCESS	18.83	
7002	06/14/02	3,087.00	002143 TOXSCAN, INC.	78720	STORM ANALYSIS	3,087.00	
7003	06/14/02	2,676.14	002192 BAY EQUIPMENT & REPAIR	78835	OUT REPAIR REV VEH	2,676.14	
7004	06/14/02	2,000.00	002267 SHAW & YODER, INC.	78721	APR LEGISLATIVE SVCS	2,000.00	
7005	06/14/02	8,828.47	002287 CALIFORNIA SERVICE EMPLOYEE	78836	JUNE MEDICAL	8,828.47	
7006	06/14/02	485.80	002313 HARTSELL & OLIVIERI	78837	OTHER CASUALTY	485.80	
7007	06/14/02	3,750.00	002346 CHANEY, CAROLYN & ASSOC., INC.	78722	JUN LEGISLATIVE SVCS	3,750.00	
7008	06/14/02	1,298.32	002363 BATTERIES PLUS	78723	PARTS & SUPPLIES	1,298.32	
7009	06/14/02	269.00	002382 CENTRAL COAST WELDING	79724	OUT REPAIR REV VEH	269.00	
7010	06/14/02	382.50	002388 DOGHERRA'S	78725	OUT REPAIR OTHER VEH	262.50	
				78726	OUT REPAIR OTHER VEH	120.00	
7011	06/14/02	63.94	002389 DARCO PRINTING	78727	DATE STAMP-OPS	53.99	
7012	06/14/02	400.00	002394 INDUSTRIAL METALWORKING	78728	OUT REPAIR EQUIP 365	400.00	
7013	06/14/02	39.95	002411 BIG O TIRE	78838	OUT REPAIR OTHER VEH	39.92	
7014	06/14/02	739.30	002412 BORDEN DECAL CO., INC.	78729	REV VEH PARTS	739.30	
7015	06/14/02	1,049.24	002474 ELECTRICAL DISTRIBUTORS CO.	78739	REPAIRS/MAINT.	1,049.24	
7016	06/14/02	1,089.05	002504 TIFCO INDUSTRIES	78839	PARTS/SUPPLIES	1,089.05	
7017	06/14/02	1,767.75	002607 CTC ANALYTICAL SERVICES INC.	78840	OUT REPAIR REV VEH	1,767.75	
7018	06/14/02	697.79	002626 NELSON\NYGAARD	75731	PROF/TECH SVCS	597.79	
7019	06/14/02	253.80	002643 IOS CAPITAL	78732	6/22-7/21 COPIER	253.80	
7020	06/14/02	35.00	002667 ALAMEDA, MARGARET A.	78910	PROF SVCS	35.00	
7021	06/14/02	367.54	002689 B & B SMALL ENGINE REPAIR	78733	REPAIRS/MAINT.	104.19	
				78734	REPAIRS/MAINT.	253.135	
7022	06/14/02	410.00	002699 SAN LORENZO VALLEY BUSINESS	78735	DISPLAY AD	410.00	
7023	06/14/02	552.37	002713 SANTA CRUZ AUTO TECH. INC	78841	OUT REPAIR OTHER VEH	552.87	
7024	06/14/02	465.00	002720 METRO SANTA CRUZ NEWSPAPER	78735	5/8 ISSUE/ADS	465.00	
7025	06/14/02	300.20	004 NORTH BAY FORD LINC-MERCURY	78738	REPAIR VEH #202	198.23	
				78739	REV VEH PARTS/SUPPLY	101.97	
7026	06/14/02	188.64	007 UNITED PARCEL SERVICE	78912	POSTAGE/MAILINGS	188.64	
7028	06/14/02	10,141.40	009 PACIFIC GAS & ELECTRIC	78740	4/29-5/29 SAKATA LN	10.50	
				78741	4/29-5/29 SAKATA LN	10.80	
				78742	5/1-5/31 RODRIGUEZ	1,261.83	
				78743	5/1-5/31 RODRIGUEZ	21.10	
				78744	5/1-5/31 BEACH ST	92.95	
				78745	5/3-6/3 ENCINAL ST	89.35	
				78746	5/3-6/3 ENCINAL ST	3,049.09	
				78747	5/3-6/3 DUBOIS	236.18	
				78748	5/3-6/3 111 DUBOIS	869.92	
				78749	5/3-6/3 HARVEY WEST	33.29	
				78842	5/3-6/3 GOLF CLUB	197.10	
				78843	5/3-6/3 RIVER	2,160.36	
				78844	5/3-6/3 RIVER	57.52	
				78845	5/3-6/3 GOLF CLUB	2,051.41	
7029	06/14/02	646.55	013 MCI SERVICE PARTS, INC.	78753	REV VEH PARTS	115.55	
				78754	REV VEH PARTS	57.02	
				78755	REV VEH PARTS	101.39	
				78756	REV VEH PARTS/SUPPLY	179.17	
				78757	REV VEH PARTS	177.76	
				78846	REV VEH PARTS	0.38	

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

DATE: 06/01/02 THRU 06/30/02

CHK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
7029	06/14/02	331.26	020 ADT SECURITY SYSTEMS.	78847	REV VEH PARTS	15.16	
				78750	JUNE ALARMS	246.47	
				78751	JUNE ALARMS	84.79	
7031	06/14/02	50.65	021 WHOLY WATER PURIFICATION SERV.	78752	OUT REPAIR EQUIPT	50.65	
7032	06/14/02	1,682.21	023 PACIFIC TRUCK PARTS. INC.	78758	REV VEH PARTS	1,039.74	
				78759	REV VEH PARTS	642.47	
7033	06/14/02	118.80	034 BLUEPRINT EXPRESS	78760	PRINTING	5.40	
				78761	BLUE PRINTS	103.68	
				78762	PRINTING	9.72	
7034	06/14/02	1,069.97	039 KINKO'S INC.	78848	MAY PRINTING	1,069.97	
7035	06/14/02	3,938.11	041 MISSION UNIFORM	78849	MAY LAUNDRY	583.44	
				78850	MAY LAUNDRY	3,354.67	
7036	06/14/02	253.12	042 ORCHARD SUPPLY HARDWARE	78851	MAY PARTS/SUPPLIES	263.12	
7038	06/14/02	3,607.34	043 PALACE ART & OFFICE SUPPLY	78852	OFFICE SUPPLY	278.70	
				78853	OFFICE SUPPLY	51.84	
				78854	OFFICE SUPPLY	39.87	
				78855	OFFICE SUPPLY	196.56	
				78856	OFFICE SUPPLY	567.76	
				78857	OFFICE SUPPLY	37.43	
				78858	OFFICE SUPPLY	312.12	
				78859	OFFICE SUPPLY	110.03	
				78860	OFFICE SUPPLY	10.78	
				78861	OFFICE SUPPLY	301.32	
				78862	OFFICE SUPPLY	185.76	
				78863	OFFICE SUPPLY	73.52	
				78864	OFFICE SUPPLY	397.75	
				78865	OFFICE SUPPLY	386.90	
7039	06/14/02	416.09	045 ROYAL WHOLESALE ELECTRIC	78763	REPAIRS/MAINT	416.09	
7040	06/14/02	1,984.50	056 GREEN LINE	78764	HAZ WASTE DISPOSAL	1,984.50	
7041	06/14/02	160.47	061A REGISTER PAJARDONIAN	78765	CLASSIFIED ADS	65.07	
				78866	ADS	95.40	
7042	06/14/02	99.66	074 KENVILLE & SONS LOCKSMITH	78766	APR/MAY KEYS /LOCKS	99.66	
7043	06/14/02	457.17	075 COAST PAPER & SUPPLY INC.	78867	CLEANING SUPPLY	457.17	
7044	06/14/02	438.50	081 KAR PRODUCTS	78868	PARTS/SUPPLIES	438.50	
7045	06/14/02	9,238.50	085 DIXON & SON. INCORPORATED	78767	OUT REPAIR REV VEH	334.07	
				78768	MAY TIRES/TUBES	8,904.43	
7046	06/14/02	67.46	095 SCMTD PETTY CASH - FACILITIES	78769	PETTY CASH -FAC	67.46	
7047	06/14/02	111,610.26	191 EDS CLAIMS SERVICES, INC.	78770	MAY TRUST ACCT	111,610.26	
7048	06/14/02	846.66	107 SAN LORENZO LUMBER CO., INC.	78771	MAY PARTS/SUPPLIES	846.66	
7049	06/14/02	11,068.54	117 GILLIS CORPORATION	78772	REV VEH PARTS	6,061.82	
				78773	REV VEH PARTS	730.02	
				78774	REV VEH PARTS	1,341.13	
				78869	REV VEH PARTS	69.48	
				78870	REV VEH PARTS	2,866.09	
7050	06/14/02	92.84	130 WATSONVILLE CITY WATER DEPT.	78871	5/1-6/3 SAKATA	70.98	
				78872	5/1-6/3 RODRIGUEZ	9.06	
				78873	5/1-6/3 SAKATA	12.80	
7051	06/14/02	216.05	131 CUMMINS-ALLISON CORPORATION	78874	MAINTENANCE ABRMNT	216.05	
7052	06/14/02	4,642.70	134 DAY WIRELESS SYSTEMS	78875	OUT REPAIR EQUIPT	4,642.70	
7053	06/14/02	1,907.46	135 SANTA CRUZ AUTO PARTS, INC.	78775	REV VEH PARTS	850.07	

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

DATE: 06/01/02 THRU 06/30/02

CHK BER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS . TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				78876	REV VEH PARTS/SUPPLY	1,057.39
7054	06/14/02	43.20 144	BOSS MANUFACTURING CO.	78776	4 PAIRS OF BOOTS	43.20
7055	06/14/02	169.62 147	ZEE MEDICAL SERVICE	78777	SAFETY SUPPLIES	143.05
				78778	SAFETY SUPPLIES	26.57
7056	06/14/02	1,158.30 148	ZEP MANUFACTURING COMPANY	78779	CLEANING SUPPLIES	1,158.30
7057	06/14/02	880.00 149	SANTA CRUZ SENTINEL	78877	ADVERTISING	370.64
				78878	ADVERTISING	260.00
				78879	ADVERTISING	249.36
7058	06/14/02	100.00 150	U.C. REGENTS	78780	APRIL ROOM RENTAL	100.00
7059	06/14/02	1,637.48 166	HOSE SHOP. INC., THE	78781	REPAIRS/MAINT	28.50
				78880	PARTS/SUPPLIES	1,609.48
7060	06/14/02	991.42 170	TOWNSEND'S AUTO PARTS	78881	REV VEH PART/SUPPLY	991.42
7061	06/14/02	2,234.91 183	BAYSHORE TRUCK EQUIPMENT CO.	76762	OUT REPAIR REV VEH	2,234.91
7062	06/14/02	32.58 172	ALWAYS UNDER PRESSURE	76763	OUT REPAIR EQUIPT	32.56
7063	06/14/02	608.71 195	NEOPART	78784	REV VEH PARTS	515.56
				78785	REV VEH PARTS	93.15
7064	06/14/02	45.00 216	LABOR READY, INC.	78787	TEMPS W/E 5/17	45.00
7065	06/14/02	667.08 221	VEHICLE MAINTENANCE PROGRAM	78788	REV VEH PARTS 667	667.08
7066	06/14/02	3,481.60 227	USSE GROUP, INC.	76862	REV VEH PARTS 3403	3,481.60
7067	06/14/02	483.66 261	OFFICE MAX	78789	OFFICE SUPPLIES	463.65
7068	06/14/02	691.93 262	GRAINGER INC. W. W.	78883	REPAIR/MAINT	691.93
7069	06/14/02	1,025.08 288	MUNCIE RECLAMATION & SUPPLY	78790	REV VEH PARTS	472.82
				78884	REV VEH PARTS	539.08
				78885	REV VEH PARTS	13.18
7070	06/14/02	295.00 292	NORTH COUNTY RECOVERY & TOWING	78791	OUT REPAIR REV VEH	295.00
7071	06/14/02	1,267.98 294	ANDY'S AUTO SUPPLY	78886	REV VEH PART/SUPPLY	1,267.98
7072	06/14/02	888.00 309	GOOD TIMES	78792	5/9 ISSUE-ADS	888.00
7073	06/14/02	218.84 372	FEDERAL EXPRESS	78887	POSTAGE/MAILINGS	37.11
				78888	POSTAGE/MAILINGS	181.73
7074	06/14/02	9,507.93 378	STEWART & STEVENSON	78793	PARTS & SUPPLIES	16.52
				76794	REV VEH PARTS	2,847.09
				78795	REV VEH PARTS	1,376.75
				78796	REV VEH PARTS	779.09
				78797	REV VEH PARTS	4,488.48
7075	06/14/02	712.00 382	AIRTEC SERVICE	78798	OUT REPAIR	356.00
				78889	MAY SERVICE	356.00
7076	06/14/02	503.60 394	APPLIED DIGITAL SOLUTIONS	78799	PRINTER MAINT.	202.00
				78800	OFFICE SUPPLIES	301.60
7077	06/14/02	2,171.29 433	AMPAC BUILDING MAINTENANCE	78890	MY SERVICE	2,171.29
7078	06/14/02	152.93 434	VERIZON WIRELESS-PAGERS	78891	JUNE PAGERS	122.93
7079	06/14/02	94.13 436	WEST GROUP PAYMENT CTR	78892	DUES/SUBSCRIPTIONS	94.13
7080	06/14/02	1,667.04 461	VULTRON INC.	78893	REV VEH PARTS	1,667.04
7081	06/14/02	2,890.62 480	DIESEL MARINE ELECTRIC	78801	REV VEH PARTS	2,890.62
7082	06/14/02	160.00 481	PIED PIPER EXTERMINATORS, INC.	78802	MAY PEST CONTROL	160.00
7083	06/14/02	124.00 507	LORMAN EDUCATION SERVICES	76713	MANUAL	124.00
7084	06/14/02	1,153.52 511	LUMINATOR	78894	REV VEH PARTS 393	397.99
				78895	REV VEH PARTS 750	755.53
7085	06/14/02	1,553.18 527	RECARD NORTH AMERICA, INC.	78803	BODY SHOP SUP 1509	1,553.18
7086	06/14/02	109.90 546	GRANITE ROCK COMPANY	78896	REPAIR/MAINT	109.90
7087	06/14/02	1,100.00 577	WAYNE M.D., SAMUEL	78914	OTHER CASUALTY	1,100.00

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

DATE: 06/01/02 THRU 06/30/02

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANSACTION NUMBER DESCRIPTION	TRANSACTION AMOUNT	COMMENT
7088	06/14/02	249.00	623 ROSSBRO ENGINEERING LTD.	78897	REV VEH PARTS 249	249.00	
7089	06/14/02	373.73	647 BFI GENFARE	78804	REV VEH PARTS	203.02	
				78805	REV VEH PARTS	170.71	
7090	06/14/02	1,175.00	650 CENTRAL COAST LANDSCAPE	78906	OUT REPAIR BLDG/IMP	1,175.00	
7091	06/14/02	3,607.68	655 RANKIN, LANDSNESS, LAHDE,	78898	OTHER CASUALTY	3,607.68	
7092	06/14/02	144.30	667 CITY OF SCOTTS VALLEY	78807	3/15-5/15 KINGS VLG	144.30	
7093	06/14/02	102.60	674 LIEBERT CASSIDY WHITMORE	78808	PUBLIC SECTOR GUIDE	102.60	
7094	06/14/02	2,212.50	722 JETER, GRADY L.	78899	OTHER CASUALTY	2,212.50	
7095	06/14/02	20,670.73	782 BLYMYER ENGINEERS, INC.	78809	CONST MNGMT SERVICE	1,764.74	
				78810	CONST MGMT SERVICE	18,905.99	
7096	06/14/02	44,995.00	786 RENAISSANCE PAINTING AND	78811	PAINT METRO CENTER	44,995.00	
7097	06/14/02	34,970.28	800 DELTA DENTAL PLAN	78900	JUNE DENTAL	34,970.28	
7098	06/14/02	990.80	813 DATAED TECHNOLOGIES, INC.	78812	REV VEH PARTS	321.04	
				76922	REV VEH PARTS	669.76	
7099	06/14/02	721.27	816 MISSION VALLEY FORD	76613	OUT REPAIR OTHER VEH	721.27	
7100	06/14/02	560.00	818 SAFETY INNOVATION, INC.	78814	LATEX GLOVES 520	560.00	
7101	06/14/02	628.77	820 PACIFICARE/CALPERS MAS TEA!!	78915	JULY MEDICAL COV	209.59	
				78916	JULY MEDICAL COV	419.18	
7102	06/14/02	405.09	830 HAWK LABELING SYSTEM	78901	OFFICE SUPPLY 393	405.09	
7103	06/14/02	3,760.00	831 BAY AREA ESTIMATING	78815	PROF SVCS	3,760.00	
7104	06/14/02	87.50	635 CHERIN, JEFFREY	78816	5/17 BOARD MTG	87.50	
7105	06/14/02	90.72	902 HOLIDAY I##	76917	JUNE 19TH LODGING	90.72	
7106	06/14/02	44.27	E016 MANGINI, LAURA	76926	NUMBERING MACHINE	44.27	
7107	06/14/02	48.59	E247 MOORE, D I A E	78925	SERVER MANUAL	48.59	
7108	06/14/02	32.39	E263 BIONDI, KATHY	78902	COMPUTER MOUSE	32.39	
7109	06/14/02	119.72	E268 BRISHAM, MOLLY	78918	CALPERS TRAINING	119.72	
7110	06/14/02	58.71	E323 GALE, TERRY	78903	EMPLOYEE INCENTIVE	58.71	
7111	06/14/02	49.00	E397 GALLAGHER, MARGARET	78904	EMPLOYEE INCENTIVE	49.00	
7112	06/14/02	124.50	M020 FERS CHOICE	78905	JULY MEDICAL COVGE	124.50	
7113	06/14/02	10,000.00	R376 RICH. JADE	78919	SETTLEMENT - CLAIM	10,000.00	
7114	06/14/02	3,356.32	R377 CLAREDDN INTERNATIONAL	78920	SETTLEMENT CLAIM	3,356.32	
7115M	06/19/02	2,719.00	080 STATE BOARD OF EQUALIZATION	79125	HAY USE TAX PREPAY	2,719.00	MANUAL
					MAY USE TAX PREPAY		
7116M	06/24/02	191.92	510 ASCOM HASLER LEASING	79127	POSTAGE METER ADMIN	191.92	MANUAL
					POSTAGE METER ADMIN		
7117M	06/24/02	148.96	566 CALISTOGA SPRING WATER C.D.	79126	AA? WATER - ADMIN	148.96	MANUAL
					MAY WATER ADMIN		
7118	06/28/02	1,709.28	001 PACIFIC BELL/SAC	76927	JUNE LINE - IT	620.72	
				78928	JUNE LINE - IT	377.54	
				78929	JUNE LINE - IT	339.56	
				79053	JUNE LINES - OPS	409.44	
7119	06/28/02	979.15	001052 HID VALLEY SUPPLY	78930	CLEANING SUPPLY	234.21	
				78931	CLEANING SUPPLY	144.94	
7120	06/28/02	4,517.21	001063 NEW FLYER INDUSTRIES LIMITED	78932	REV VEH PARTS 1298	1,298.33	
				78933	REV VEH PARTS 78	160.30	
				78934	REV VEH PARTS 1281	1,280.94	
				78935	REV VEH PARTS 34	34.33	
				78936	REV VEH PARTS 263	262.60	
				78937	REV VEH PARTS 94	93.92	
				78938	REV VEH PARTS 27	26.70	

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

DATE: 06/01/02 THRU 06/30/02

CHECK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				78939	REV VEH PARTS 31	31.04
				78940	REV VEH PARTS 482	482.47
				79054	REV VEH PARTS 847	846.58
7121	06/28/02	48.60 001112	BRINK'S TROPHY SHOPPE	78941	UNIFORMS - OPS	48.60
7122	06/28/02	1,366.07 001119	MACERICH PARTNERSHIP, LP. T H E	78942	JULY - CAPITOLA MALL	1,366.07
7123	06/28/02	67.26 001224	SAFEGUARD BUSINESS SYSTEM	78943	CASH RECEIPTS JRNL	67.26
7124	06/28/02	148.92 001229	REGENTS OF UNIVERSITY OF CA	79055	PUBLICATIONS-LEGAL	148.92
7125	06/28/02	746.40 001263	ABDOTT STREET RADIATOR	78944	REPAIR VEH #9812	643.40
				78945	REPAIR RADIATOR	103.00
7126	06/28/02	21,891.60 001432	BAY CITIES DIESEL	78946	ENGINE - FLEET	21,891.60
7127	06/28/02	315.00 001492	EVERGREEN	78947	HAZ WASTE DISPOSAL	315.00
7128	06/28/02	1,002.64 001573	SCOTT P.E., ROBERT W.	78948	APR/MAY PROF SVCS	1,002.64
7129	06/28/02	339.66 001704	SURTEC SYSTEM, INC	78949	GRAFFITI REMOVER	339.66
7130	06/28/02	2,592.42 001711	MOHAWK MFG & SUPPLY CO	78950	REV VEH PARTS 98	97.72
				78951	REV VEH PARTS 2495	2,494.70
7131	06/28/02	1,685.00 001712	ABACHERLIFENCE COMPANY	78952	SMC TRASH ENCLOSURE	1,685.00
7132	06/28/02	244,301.82 001762	COMMUNITY BRIDGES	79056	JUNE DISPATCH F E E	43,710.00
				79057	MAY ADA PARATRANSIT	200,591.82
7133	06/28/02	7,333.00 001774	EDS CLAIMS SERVICES! INC.	79058	5/24-6/23 W/C SVC F E	7,333.00
7134	06/28/02	1,173.61 001800	THERMO KING OF SALINAS, INC	79115	REPAIR VEH #8103	1,173.61
7135	06/28/02	70.00 001856	BAY COMMUNICATIONS	78954	M Y PHONE REPAIRS	70.00
7136	06/28/02	270.08 001976	SPORTWORKS NORTHWEST, INC.	78955	REV VEH PARTS 264	270.08
7137	06/28/02	2,205.00 001991	BAY STAFFING	78956	TEMPS W/E 6/2 PLANG	1,309.00
				78957	TEMPS W/E 6/9 PLANG	896.00
7138	06/28/02	389.59 002005	TRANSIT RESOURCES. INC.	78958	REV VEH PARTS	388.59
7139	06/28/02	17.98 002063	COSTCO	78959	PHOTO PROCESS - OPS	17.98
7140	06/28/02	486.20 002069	A TOOL SHED, INC.	78960	LEVEL VAULTS - OPS	243.11
				78961	CONCRETE GRINDER	243.10
7141	06/28/02	1,250.00 002080	CHRISTOPHER. BROOKE	79059	VISUAL ART COORD	1,250.00
7142	06/28/02	29,768.12 002116	HINSHAW, EDWARD & BARBARA	78962	JULY - 120 DUBOIS	6,066.33
				78963	JULY - 370 ENCINAL	23,701.79
7143	06/28/02	10,529.37 002117	IULIANO, NICK	78964	JULY - 111 DUBOIS	10,529.37
7144	06/28/02	569.89 002278	CHEMSEARCH	78965	PARTS WASHER	559.89
7145	06/28/02	12.92 002307	EWING IRRIGATION PRODUCTS	78966	IRRIGATION SUPPLY	12.92
7146	06/28/02	135.00 002380	MOBILE STORAGE GROUP, INC.	78967	6/3-7/1 CONTAINER	135.00
7147	06/28/02	500.00 002399	FREEDOM SHEET METAL, INC.	78968	MAR-JUNE HVAC	500.00
7148	06/28/02	235.00 002448	CLEARVIEW WINDOWS	78969	WTC WINDOW CLEANING	235.00
7149	06/28/02	411.10 002458	EASTERDAY JANITORIAL SUPPLY CO	78970	CLEANING SUPPLIES	411.10
7150	06/28/02	196.50 002491	PULONE & STROMBERG	79060	TRANSCRIPTS-LEGAL	196.50
7151	06/28/02	2,827.20 002609	CLEANSOURCE	78971	CUSTODIAL SUPPLY	230.04
				78972	CLEANING SUPPLY	2,597.16
7152	06/28/02	2,328.16 002610	FREDERICK ELECTRONICS CORP.	78973	JULY - 375 ENCINAL	2,328.16
7153	06/28/02	280.74 002627	CDW GOVERNMENT, INC.	78974	OFFICE SUPPLY IT	280.74
7154	06/28/02	1,000.00 002634	PITNEY BOWES PURCHASE POWER	77061	PREPAY POSTAGE	1,000.00
7155	06/28/02	2,761.06 009	PACIFIC GAS & ELECTRIC	78975	5/16-6/15 PAUL SWEET	113.08
				78976	5/13-6/12 KINGS VLG	475.61
				78977	5/13-6/12 KINGS VLG	11.23
				78978	5/13-6/12 KINGS VLG	24.71
				78979	5/8-6/6 PACIFIC AVE	735.60
				78980	5/8-6/6 PACIFIC AVE	115.03

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

DATE: 06/01/02 THRU 06/30/02

CK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANSACTION NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
756	06/28/02	417.01 03	MCI SERVICE PARTS INC.	78981	5/8-6/6	PACIFIC AVE	1,285.80	
				78982		REV VEH PARTS	242.96	
				78983		REV VEH PARTS	40.39	
				78984		REV VEH PARTS	133.66	
7157	06/28/02	992.00 048	AT&T MEDIA SERVICES	78985		ADVERTISING	992.00	
7158	06/28/02	585.36 059	BATTERIES U.S.A. INC.	78986		REV VEH PARTS	585.36	
7159	06/28/02	119.44 067	ROTO-ROOTER SEWER/PLUMBING	78987		OUT REPAIR BLDG/IMP	119.44	
7160	06/28/02	136.26 074	KENVILLE & SONS LOCKSMITH	78988		JUNE LOCKS/KEYS	125.46	
				78989		JUNE LOCKS/KEYS	10.80	
7161	06/28/02	35.06 079	SANTA CRUZ MUNICIPAL UTILITY	78990		DUMP FEES	35.16	
7162	06/28/02	967.28 081	KAR PRODUCTS VIC	78991		PARTS/SUPPLIES	1,067.28	
7163	06/28/02	195.50 087	RECOGNITION SERVICES LTD.	78992		EMP INCENTIVE 159	195.50	
7164	06/28/02	273.00 097	SCOTT'S VALLEY BANNER/	78993		5/8 ADVERTISING	273.00	
7165	06/28/02	46.00 098	SANTA CRUZ SAW WORKS	78994		SHARPEN BLADES	46.00	
7166	06/28/02	2,238.60 110	TRANSMART	79062		JULY CUSTODIAN SVCS	2,238.60	
7167	06/28/02	4,900.00 116	SANTA CRUZ COMMUNITY	79063		12/1/01-5/31/02	4,900.00	
7168	06/28/02	8,898.56 117	GILLIG CORPORATION	78995		REV VEH PARTS	6,581.90	
				78996		REV VEH PARTS	586.52	
				78997		CUSHION, SEAT BOTTOM	1,623.11	
				78998		REV VEH PARTS	56.27	
				78999		REV VEH PARTS	50.76	
7169	06/28/02	180.29 122	SCMTD PETTY CASH - OPS	79116		PETTY CASH - OPS	180.29	
7170	06/28/02	361.00 136	DANCING MAN IMAGERY	79000		PHOTO SUPPLY/PROCESS	361.00	
7171	06/28/02	1,364.97 148	ZEP MANUFACTURING COMPANY	79001		REV VEH PARTS	1,367.38	
				79002		REV VEH PARTS/SUPPLY	297.59	
7172	06/28/02	100.00 150	U.C. REGENTS	79003		MAY ROOM RENTAL	100.00	
7173	06/28/02	7.00 154	DEPARTMENT OF MOTOR VEH CLES	79064		BUS PLATES FEE	7.00	
7174	06/28/02	6.75 161	OCEAN CHEVROLET INC	79004		REV VEH PARTS	6.75	
7175	06/28/02	99.30 172	CENTRAL WELDERS SUPPLY NC.	79005		PARTS/SUPPLIES	14.09	
				79006		PARTS/SUPPLIES	85.21	
7176	06/28/02	211.20 215	IKON OFFICE SOLUTIONS	79007		COPIER - OPS	211.20	
7177	06/28/02	2,158.03 221	VEHICLE MAINTENANCE PROGRAM	79008		REV VEH PARTS 2158	2,158.20	
				79009		REV VEH PARTS 650	688.83	
7178	06/28/02	40.00 271	CARLSON, BRENT D, M D, INC.	79010		JUNE DRUG TESTING	40.00	
7179	06/28/02	960.88 282	GRAINGER INC, W. W	79011		PETROFLEX GLOVES	581.65	
				79012		REPAIRS/MAINT/TOOLS	379.23	
7180	06/28/02	183.67 288	MUNCIE RECLAMATION & SUPPLY	79013		REV VEH PARTS	15.23	
				79014		REV VEH PARTS	79.44	
				79015		REV VEH PARTS	110.60	
				79065		REV VEH PARTS	-21.60	
7181	06/28/02	464.80 291	STANLEY ACCESS TECHNOLOGIES	79016		MOTION DETECTOR	464.80	
7182	06/28/02	296.78 316	WATSONVILLE AUTO SUPPLY	79017		REV VEH PARTS	296.78	
7183	06/28/02	3,000.00 333	WALTER THOMAS AND ASSOCIATES	79018		PROF SERVICES	3,000.00	
7184	06/28/02	911.54 376	MULTISYSTEMS INC	79019		PROF SERVICES	911.54	
7185	06/28/02	20,729.88 378	STEWART & STEVENSON	79020		REV VEH PARTS	128.61	
				79021		PARTS/SUPPLIES	11.67	
				79022		REV VEH PARTS	498.83	
				79023		OUT REPAIR REV VEH	6,713.02	
				79024		OUT REPAIR REV VEH	8,682.65	
				79025		REV VEH PARTS	263.46	

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

DATE: 06/01/02 THRU 06/30/02

CK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				79026	REV VEH.PARTS	2,730.01
				79066	REV VEH PARTS	1,701.63
7186	06/28/02	242.79	397 LAMINATION STATION	79027	LAMINATIONS SHEETS	242.79
7187	06/28/02	386.32	399 SEARS	79067	TOOLS-FACILITIES 49	48.20
				79068	TOOLS-FACILITIES 320	337.12
7188	06/28/02	3,156.91	422 IMAGE SALES INC.	79028	REPAIR PHOTO CAMERA	180.13
				79029	PHOTO I D FILM	2,975.x
7189	06/28/02	438.49	428 NEOWARE SYSTEMS INC.	79030	TECH SUPPORT	438.49
7190	06/28/02	306.75	435 WEST GROUP PAYMENT CTR	79031	DUES/SUBSCRIPTIONS	169.59
				79049	CIVIL PROC UPDATE	137.16
7191	06/28/02	1,925.81	461 VULTRON INC.	79032	PROGRAMMING CHARGE	499.14
				79033	REV VEH PARTS	1,426.67
7192	06/28/02	308.88	493 IMAGING PRODUCTS, INTERNATIONAL	79034	400 COLOR FILM OPS	308.88
7193	06/28/02	25,092.54	500 PAIGE'S SECURITY SERVICES, INC	79035	MAY SECURITY SVCS	25,092.54
7194	06/28/02	76.85	504 CUMMINS WEST, INC	79036	REV VEH PARTS	76.85
7195	06/28/02	38.00	509 THE ONHOLD EXPERIENCE	79117	JUL-AUG MAINT. PLAN	38.00
7195	06/28/02	150.80	524 JIM'S BUSINESS MACHINES CO.	79037	OUTREPAIREQUIPT	150.80
7197	06/28/02	101.75	555 CALISTOGA SPRING WATER CO.	79038	WATER - PLANNING	101.75
7198	06/28/02	6,450.00	571 MONTEREY INFORMATION TECH,	79039	PROF SVCS - IT	6,450.00
7199	06/28/02	275.00	592 R & S ERECTION O F	79040	SEAL PARTSROOMDOOR	275.00
7200	06/28/02	5,450.76	599 SOUTHWEST OFFSET PRINTING	79041	PRINTING SVCS	5,450.76
7201	06/28/02	1,691.00	616 BROWN ARMSTRONG	79070	AUDIT SERVICES	1,691.00
7202	06/28/02	117.67	545 CENTURY BUSINESS SOLUTIONS	79042	SHEET PROTECTORS	117.67
1293	06/28/02	1,736.36	655 RANKIN, LANDSNESS, LANDE,	79043	PROF SVCS 3/20-4/24	1,736.36
7204	06/28/02	401.30	552 HAWKINS TRAFFIC SAFETY SPLY	79044	SIGNS - FAC	401.30
7205	06/28/02	863.95	670 ALLAMERICAN HONDA	79045	HONDA GENERATOR	863.95
7206	06/28/02	5,000.00	673 MARTINEZ, EMILIO	79046	PROF SVCS	5,000.00
7207	06/28/02	243.41	711 DELTA AUTO GLASS	79047	PARTS/SUPPLIES	243.41
7208	06/28/02	250.00	721 O & H ADVERTISING	79048	MAY ADVERTISING	250.00
7209	06/28/02	575.00	722 JETER, GRADY L.	79049	PROF SVCS	675.00
7210	06/28/02	50.00	771 THABIT, DR, GEORGE	79071	COPY RECORDS	50.00
7211	06/28/02	1,319.11	807 PAY FLEET & SUPPLY	79050	REV VEH PARTS	1,319.11
7212	06/28/02	40.31	836 AUTOMATED DATA SYSTEMS	79051	POWERVERTER - LAPTOP	40.31
7213	06/28/02	1,800.00	840 BOUCHARD, BRENT	79074	JULY - VERNON ST LOT	900.00
				79124	JUNE-VERNON ST LOT	900.00
7214	06/28/02	150.00	841 CITY O F WATSONVILLE	79072	SUBPOENAED WITNESS	150.00
7215	06/28/02	24.00	842 ASHWORTH, SHIRLEY	79073	REFUND 12 ADA TICKET	24.00
7216	06/28/02	1,012.50	900 STATE O F CALIFORNIA-DEPT OF	79075	HAZ WASTE GENERATOR	1,012.50
7217	06/28/02	60.98	980 MCMASTER-CARR SUPPLY CO	79052	REPAIRS/MAINT	60.98
7218	06/28/02	100.00	B001 AINSWORTH, SHERYL	79076	JUNE BOARD MEETINGS	100.00
7219	06/28/02	59.00	B002 ALMQUIST,JEFF	79077	JUNE BOARD MEETINGS	50.00
7220	06/28/02	100.00	B003 BEAUTZ, JAN	79078	JUNE BOARD MEETINGS	100.00
7221	06/28/02	100.00	B004 FITZMAURICE, TIM	79079	JUNE BOARD MEETINGS	100.00
7222	06/28/02	50.00	B006 HINKLE, MICHELLE	79080	JUNE BOARD MEETINGS	50.00
7223	06/28/02	100.00	B007 KEOGH, MICHAEL	79081	JUNE BOARD MEETINGS	100.00
7224	06/28/02	50.00	B010 NORTON, DENNIS	79082	JUNE BOARD MEETINGS	50.00
7225	06/28/02	100.00	B011 REILLY, EMILY	79084	JUNE BOARD MEETINGS	100.00
7226	06/28/02	100.00	B012 SPENCE, PAT	79085	JUNE BOARD MEETINGS	100.00
7227	06/28/02	100.00	B013 VENTURA PHARES, ANA	79083	JUNE BOARD MEETINGS	100.00
7228	06/28/02	100.00	B014 CITY OF WATSONVILLE	79086	JUNE BOARD MEETINGS	100.00

SANTACRUZMETROPOLITANTRANSITDISTRICT
 CHECKJOURNALDETAILBYCHECKNUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 06/01/02 THRU 06/30/02

CHK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
7229	06/28/02	271.65 E	387	FLAGG, PAULA R.	79091	CAKE - MASTF MTG	35.52
					79092	EMP INCENTIVE LUNCH	236.13
7230	06/28/02	35.28	E119	GABRIEL, RICHARD	79087	EMP INCENTIVE LUNCH	35.28
7231	06/28/02	34.00	E121	MEJIA, INDELISA	79118	DMV/VTT FEES OPS	34.00
7232	06/28/02	340.50	E239	SLATER, ROBYN	79088	MEDICAL INS. WAIVER	300.00
					79089	EMP INCENTIVE LUNCH	40.50
7233	06/28/02	300.00	E255	MCCABE, MARGARET	79090	MEDICAL INS. WAIVER	300.00
7234	06/28/02	37.75	E323	GALE, TERRY	79119	CISCO IOS	37.75
7235	06/28/02	300.00	E390	CANALES, DONNA	79093	MEDICAL INS. WAIVER	300.00
7236	06/28/02	300.00	E394	MILBURN, PETER	79094	MEDICAL INS. WAIVER	300.00
7237	06/28/02	300.00	E409	TRAYLOR, SOOZIE	79095	MEDICAL INS. WAIVER	300.00
7238	06/28/02	191.00	E501	BAEHR, BRYANT	79096	CALTIP CONF. EXP	154.55
					79120	LUNCH MTG-PARATRANST	36.45
7239	06/28/02	75.02	E522	CARR, DALE	79097	OFFICE & MISC SUPPLY	75.02
7240	06/28/02	306.00	M001	HORTON, JOSEPH	79098	MEDICAL INS. PREMIUM	306.00
7241	06/28/02	306.00	M002	RACKLEY, EARL	79099	MEDICAL INS. PREMIUM	306.00
7242	06/28/02	153.00	M003	WYANT, JUDI	79100	MEDICAL INS. PREMIUM	153.00
7243	06/28/02	153.00	M005	ROSS, EMERY	79101	MEDICAL INS. PREMIUM	153.00
7244	06/28/02	397.00	M006	VAN DER ZANDE, ED	79102	MEDICAL INS. PREMIUM	397.00
7245	06/28/02	298.00	M007	BLAIR-ALWARD, GREGORY	79133	MEDICAL INS. PREMIUM	298.00
7246	06/28/02	298.00	M008	CAMPOS, ARVILLA	79104	MEDICAL INS. PREMIUM	298.00
7247	06/28/02	567.00	M009	FREEMAN, MARY	79105	MEDICAL INS. PREMIUM	567.00
7248	06/28/02	170.00	M010	SHORT, SLOAN	79106	MEDICAL INS. PREMIUM	170.00
7249	06/28/02	178.00	M011	LAWSON, LOIS	79107	MEDICAL INS. PREMIUM	178.00
7250	06/28/02	178.00	M012	ROSE, JACK	79108	MEDICAL INS. PREMIUM	178.00
7251	06/28/02	170.00	M013	JAHNKE, EILEEN	79109	MEDICAL INS. PREMIUM	170.00
7252	06/28/02	242.00	M014	HARRELL, LAURA	79121	MEDICAL INS. REINS	242.04
7253	06/28/02	50.00	M015	HETH, KATHRYN	79110	MEDICAL INS. PREMIUM	50.00
7254	06/28/02	25.00	M016	HICKLIN, DONALD KENT	79111	MEDICAL INS. PREMIUM	25.00
7255	06/28/02	25.00	M017	PORTILLA, EARLENE	79112	MEDICAL INS. PREMIUM	25.00
7256	06/28/02	25.00	M018	SANDRETTI, ALFRED	79113	MEDICAL INS. PREMIUM	25.00
7257	06/28/02	42.00	M019	WILLIAMS, ROBERT	79114	MEDICAL INS. PREMIUM	42.00
41		1,135,807.05		COWCOMMERCIALBANK		TOTALCHECKS	275 1,135,807.05

Santa Cruz METRO June Ridership Report

REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	Revenue/ Passenger	UC Student	UC Staff Faculty	S/D Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Monthly Pass
10	\$ 1,948.75	14,749	\$ 0.13	8,770	2,368	32	84	31	13	71	681	1,680
13	\$ 104.12	1,784	\$ 0.06	1,476	106	2	3	-	1	3	34	100
15	\$ 374.21	5,069	\$ 0.07	4,114	282	10	6	-	2	4	150	320
16	\$ 4,745.25	31,188	\$ 0.15	19,488	3,574	92	127	17	42	166	1,488	3,410
19	\$ 1,689.84	10,588	\$ 0.16	6,485	1,225	34	58	13	40	42	517	1,215
2	\$ 2,195.72	5,360	\$ 0.41	939	212	89	90	13	33	46	191	2,163
3A	\$ 1,214.36	3,223	\$ 0.38	207	108	62	125	16	32	29	58	1,764
3B	\$ 2,302.70	5,101	\$ 0.45	398	131	74	86	15	32	35	98	2,397
3N	\$ 146.93	523	\$ 0.28	97	8	-	7	1	-	5	28	265
4	\$ 998.63	4,428	\$ 0.23	89	19	40	214	94	40	17	111	3,313
6	\$ 203.30	383	\$ 0.53	69	6	12	6	1	5	2	3	133
7	\$ 830.23	2,894	\$ 0.29	58	15	45	92	35	65	29	14	2,053
7N	\$ 1,711.27	3,204	\$ 0.53	193	57	5	20	18	7	40	131	1,238
8	\$ 1,055.50	3,292	\$ 0.32	171	57	39	59	7	40	17	41	2,086
9	\$ 50.00	113	\$ 0.44	5	-	-	1	2	-	3	10	55
12A	\$ 65.23	962	\$ 0.07	790	97	7	2	-	-	-	27	24
12B	\$ 60.50	734	\$ 0.08	598	56	1	1	-	1	-	13	24
20	\$ 56.61	899	\$ 0.06	668	88	1	3	-	-	3	22	84
22	\$ 39.00	646	\$ 0.06	566	38	3	-	-	-	-	36	9
25	\$ 2.00	84	\$ 0.02	75	2	-	-	-	-	-	6	5
30	\$ 481.95	742	\$ 0.65	16	6	15	14	2	5	2	23	266
31	\$ 1,956.78	3,707	\$ 0.53	85	34	55	60	18	25	31	238	1,717
32	\$ 407.85	672	\$ 0.61	19	3	6	1	10	-	4	15	257
33	\$ 236.60	419	\$ 0.56	2	3	8	-	-	-	-	18	195
34	\$ 132.54	290	\$ 0.46	-	-	1	1	-	-	-	7	160
35	\$ 25,857.87	43,678	\$ 0.59	631	306	829	612	80	344	345	1,949	18,342
36	\$ 423.94	948	\$ 0.45	41	21	22	22	-	6	10	50	489
40	\$ 1,179.20	1,755	\$ 0.67	61	38	78	14	3	12	3	125	662
41	\$ 1,040.25	1,693	\$ 0.61	112	29	26	12	2	13	31	192	560
42	\$ 677.91	1,187	\$ 0.57	83	12	8	16	-	6	4	108	426
52	\$ 739.17	1,634	\$ 0.45	18	8	26	102	19	40	24	19	860
54	\$ 2,924.52	5,439	\$ 0.54	81	24	123	155	46	86	307	195	2,353
55	\$ 410.61	1,082	\$ 0.38	17	4	10	28	18	6	93	38	576
58	\$ 68.22	185	\$ 0.37	-	-	-	-	-	-	-	4	119
59	\$ 221.89	505	\$ 0.44	7	2	6	23	7	18	5	6	278
60	\$ 237.97	404	\$ 0.59	36	9	8	19	7	4	10	9	120
61	\$ 36.44	96	\$ 0.38	1	-	2	2	-	2	3	1	59
63	\$ 699.14	1,431	\$ 0.49	9	3	26	100	110	52	23	26	717
65	\$ 4,331.20	9,179	\$ 0.47	290	110	103	251	102	129	144	231	4,488
66	\$ 10,178.73	18,146	\$ 0.56	510	188	356	280	144	180	199	415	7,872
67	\$ 5,835.94	11,084	\$ 0.53	496	179	216	157	82	87	120	297	4,926
69	\$ 8,029.32	15,782	\$ 0.51	821	341	310	272	126	128	145	575	7,117
69A	\$ 12,969.54	21,885	\$ 0.59	534	282	373	404	122	198	186	724	8,787
69N	\$ 1,450.50	2,740	\$ 0.53	131	66	3	24	20	2	39	153	1,057
69W	\$ 15,725.06	27,790	\$ 0.57	732	279	384	426	148	228	1,060	874	10,899
70	\$ 446.12	796	\$ 0.56	13	8	16	17	11	9	7	32	354
71	\$ 54,584.03	86,303	\$ 0.63	1,398	667	1,181	1,632	466	824	2,250	2,782	29,964
72	\$ 7,831.00	10,343	\$ 0.76	8	6	195	258	7	150	68	179	2,863
73	\$ 5,194.90	7,211	\$ 0.72	2	2	86	264	42	154	38	40	2,189
75	\$ 9,518.94	12,297	\$ 0.77	6	8	181	191	19	117	28	184	3,200
78	\$ 173.32	245	\$ 0.71	3	-	7	3	1	7	2	5	85
79	\$ 1,391.61	2,339	\$ 0.59	2	1	30	114	10	89	6	23	980
91	\$ 4,311.51	7,289	\$ 0.59	369	297	147	63	7	46	297	296	2,354
Unknown	\$ 89.23	195	\$ 0.46	35	10	-	-	7	-	6	8	62
TOTAL	\$ 199,577.95	394,715	\$ 0.51	51,825	11,395	5,385	6,521	1,899	3,320	6,002	13,500	137,691

ROUTE	REVENUE	RIDERSHIP	Revenue/ Passenger	VTA/SC Day Pass	17 CalTrain	17 Day Pass	S/D Riders	W/C	None	ECO Pass	Bike	Monthly Pass
17	\$ 9,473.00	10,011	\$ 0.95	20	19	133	413	13	128	369	595	6,656

RIDERSHIP	
Shuttles	
TOTAL	

June Ridership	404,726
June Revenue	\$ 209,050.95

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

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17- 40'	7	3	5	3	3	3	100%
FLYER/LOW FLOOR 40'	12	3	9	9	0	9	100%
FLYER/LOW FLOOR - 35'	18	2	16	15	1	15	100%
FLYER/HIGH FLOOR - 35'	25	4	21	19	2	19	100%
GILLIG/SAM TRANS - 40'	10	2	8	2	6	2	100%
GILLIG/FOOTHILL - 40'	20	2	18	1	17	1	100%
GILLIG/REGULAR - 35'	4	0	4	1	3	1	100%
GILLIG/SHORT BUS - 30'	3	1	2	0	2	0	100%
GMC/HIGHWAY 17 - 40'	8	2	6	3	3	3	100%
CHAMPION	4	2	3	1	1	1	100%

Service interruption Summary Report
Lift Problems
06/01/2002 to 06/30/02

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:43/6.65	00:40/6.42	00:00/0	01:23/13.07	00:00/0	00:00/0

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JUNE, 2002

DATE	DAY	BUS #	REASON
06/04/02	TUESDAY	80686	Wheelchair cycles out, will not lift chair
06/04/02	TUESDAY	8094F	Carrier does not work
06/12/02	WEDNESDAY	9836G	Lift won't stow all the time
06/13/02	THURSDAY	8081F	Lift is slow
06/17/02	MONDAY	8065G	Lift stuck out
06/21/02	FRIDAY	9829LF	Lift stops half way up
06/21/02	FRIDAY	9820LF	Lift is broken
06/23/02	SUNDAY	98376	Lift will not go to platform
06/26/02	WEDNESDAY	8102F	Keel doesn't always work
06/29/02	SATURDAY	98366	Lift doesn't stow all the way
06/29/02	SATURDAY	98376	Keel switch is very loose

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

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



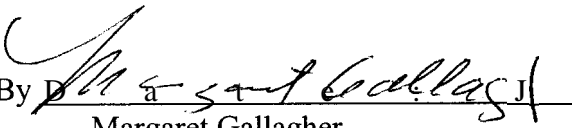
GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors
FROM: District Counsel
RE: Claim of: Peter Shiebel Received: 05/02/02 Claim #: 02-0014
Date of Incident: 11/03/01 Occurrence Report No.: SC 11-01-01

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  u l y 3, 2002
Margaret Gallagher
DISTRICT COUNSEL

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of July 12, 2002.

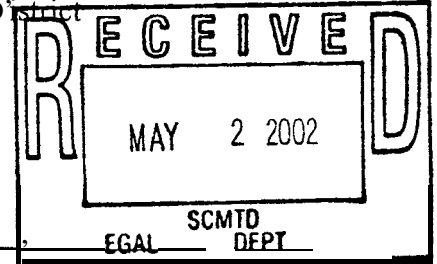
Dale Carr
Recording Secretary

Date

MG/hp

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # SC 11-01-01

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: Peter Schiebel

Claimant's Address/Post Office Box: H135 eath st
Santa Cruz CA 95060

Claimant's Phone Number: 831 427-3269

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

3. Occurrence: Bus # 9830 rear-ended my Dodge truck
parked on the side of the road.

Date: 11-4-01 Time: 12:15 AM Place: Storey Rd.

Circumstances of occurrence or transaction giving rise to claim: I was parked
for 8 hours in that spot with many buses clearly
making it by my truck (pictures to prove this is possible)
then just after midnight the driver of 9830

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is no fault
known: 3,200 for damage to truck

350 for rental while truck is
out of service for a week

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

6. Amount claimed now	\$ <u>3,550</u>
Estimated amount of future loss, if known	\$ <u>0</u>
TOTAL	\$ <u>3,550</u>

7. Basis of above computations: _____

Peter Schiebel

5-01-02

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

DATE

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



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

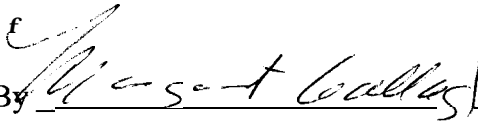
TO: Board of Directors

FROM: District Counsel

RE: Claim of: Sabine Garry Received: 06/21/02 Claim #: 02-002 1
Date of Incident: 06/11/02 Occurrence Report No.: SC 06-02-08

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
DISTRICT COUNSEL

Date: June 28, 2002

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of July 12, 2002.

Dale Carr
Recording Secretary

Date

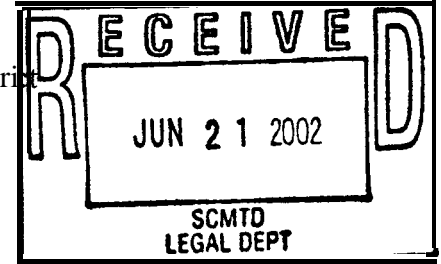
MG/hp

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

Claim # _____

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: Sabine Garry

Claimant's Address/Post Office Box: 490 Redwood rd.
CA Watsonville 95076

Claimant's Phone Number: 831 763 7965

2. Address to which notices are to be sent: 490 Redwood rd.
Watsonville CA 95076

3. Occurrence: Bus grabbed my door and damaged it
by pushing it into the front fender & bending it outwards

Date: 6/15 Time: 10.30 Place: Mainstr. Watsonville

Circumstances of occurrence or transaction giving rise to claim: I parked my car
and stepped out of my car, the bus drove by
grabbed my door & bent it outwards
pushing it into the front fender

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Door shell has to be replaced

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

6. Amount claimed now..... \$ 1927.24
Estimated amount of future loss, if known..... \$ _____
TOTAL..... \$ 1927.24

7. Basis of above computations: Lowe's Estimate from Rolfs Autobody

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

6/19/02
DATE

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

Date: 6/17/02 11:41 AM
 Estimate ID: 4285
 Estimate Version: 0
 Preliminary
 Profile ID: SELF PAY

ROLF'S AIRPORT AUTOBODY
 2031 FREEDOM BLVD FREEDOM, CA 95019
 (831) 728-0666
 Fax: (831) 728-9213
 Tax ID: 77-0393092 BAR #: AE189264053197 EPA #: CAL000174836

Damage Assessed By: JIM IZAWA

Deductible: UNKNOWN

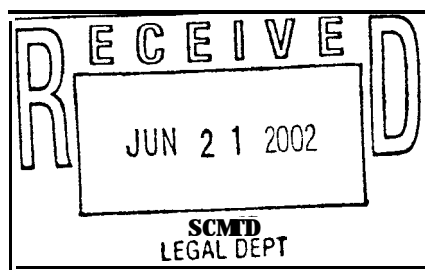
Owner SABINE GARRY
 Address: 490 REDWOOD RD WATSONVILLE, CA 95076
 Telephone: Home Phone: (831) 763-7965

Mitchell Service: 914621

Description: 1992 Ford Thunderbird LX Vehicle Production Date: 8/91
 Body Style: 2D Cpe Drive Train: 5.0L Inj 8 Cyl AO
 VIN: 1FAPP6278NH106117 License: 2XJR478 CA
 OEM/ALT: A Search Code: B95019
 Color: BLACK

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	407570	BDY	REPAIR	L FENDER PANEL	Existing		0.5* #
2	AUTO	REF	REFINISH	L FENDER OUTSIDE			C 2.5
3	426408	BDY	REMOVE/INSTALL	L FENDER ADHESIVE MOULDING	Existing		0.2'
4	417670	BDY	REPAIR	L FRT DOOR SHELL	Existing		2.5*
5	AUTO	REF	REFINISH	L FRT DOOR OUTSIDE			C 2.6
6	417740	BDY	REMOVE/REPLACE	L FRT DOOR REPAIR PANEL	F2SZ 6320201 B	380.50	8.0 #
7	AUTO	REF	REFINISH	L FRT ADD FOR JAMBS			c 0.5
8	426410	BDY	REMOVE/REPLACE	L FRT DOOR ADHESIVE MOULDING	1 W6Z 6120939 BPTM	91.22	0.1
9	400684	BDY	REMOVE/REPLACE	L FRT DOOR HINGE	F4SZ 6322800 A	86.67	1.4 #
10				UPPER & LOWER			
11	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.00 *	
12	AUTO	REF	ADD'L OPR	CLEAR COAT			1.6'
13	933003	REF	ADD'L OPR	TINT COLOR			0.5*
14	933005	BDY	ADD'L OPR	RESTORE CORROSION PROTECTION		10.00 .	
15	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		5.00 .	
16	AUTO		ADD'L COST	PAINT/MATERIALS		184.80 *	

* - Judgement Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc



Remarks
 ESTIMATE PER VISUAL INSPECTION ONLY - POSSIBLE HIDDEN DAMAGE(S).

ESTIMATE RECALL NUMBER: 6/17/02 11:29:55 4285

Mitchell Data Version: MAY-02-A
 UltraMate Version: 4.7.007
 UltraMate is a Trademark of Mitchell International
 Copyright (C) 1994 - 2000 Mitchell International
 All Rights Reserved

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount	
Body	12.7	54.00	10.00	0.00	695.80	Taxable Parts	558.39	
Refinish	7.8	54.00	5.00	0.00	426.20	Sales Tax @ 8.000%	44.67	
Non-Taxable Labor					1,122.00	Total Replacement Parts Amount	603.06	
Labor Summary	20.5				1,122.00			
III. Additional Costs					Amount	IV. Adjustments	Amount	
Taxable Costs					184.80	Customer Responsibility		0.00
Sales Tax @ 8.000%					14.78			
Non Taxable Costs					3.80			
Total Additional Costs					202.58			
I. Total Labor:							1,122.00	
II. Total Replacement Parts:							603.96	
III. Total Additional Costs:							202.58	
Gross Total:							1,927.64	
IV. Total Adjustments:							0.00	
Net Total:							1,927.64	

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Insurance Co: SELF PAY

06/17/2002 at 01:19 PM
13013

Number:

WATSONVILLE AUTO BODY
Federal ID #:941718869
107 Airport Blvd
Freedom, CA 95019
(831)724-1500 Fax: (831)722-7452

PRELIMINARY ESTIMATE

Written by: RUBEN P #
Adjuster:

Insured: SABINE GARRY Claim #
owner : SABINE GARRY Policy #
Address: 490 RED WOOD RD Deductible:
CORRALITOS, CA 95076 Date of Loss:
Evening: (831)763-7965 Type of Loss: Collision
Point of Impact:

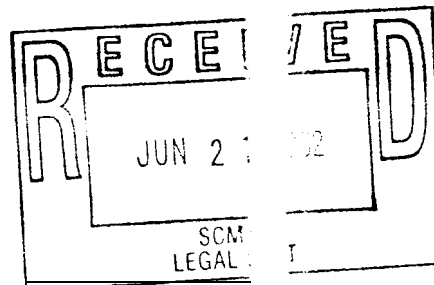
Inspect WATSONVILLE AUTO BODY Business: 724-1500
Location: 107 Airport Blvd
Freedom, CA 95019

Insurance OTHER
Company:

Days to repair

1992 FORD THUNDERBIRD LX 8-5.0L-FI 2D BLACK Int:
VIN: 1FAPP62T8NH106117 Lic: 2XJR478 CA Prod Date: 08/ Odometer: 106373
Air Conditioning Tilt Wheel Crum Control
Intermittent Wipers Tinted Glass Body Side Moldings
Dual Mirrors Fog Lamps Clear Coat Paint
Power Steering Power Brakes Power Windows
Power Locks Power Driver Seat Power Mirrors
Leather Seats Bucket Seats Rec. s/Lounge Seats
Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	F	LABOR	PAINT
1		DOOR					
2	Repl	LT Door shell w/keyless	1	991.		4.5	3.8
3		Add for Clear Coat					1.5
4		Add for power units				0.4	
5	Repl	LT Body side mldg 1" wide black	1	59.4		0.3	
6	Repl	LT Hinge upper	1	86.1		0.9	0.3
7	Repl	LT Hinge lower	1	86.0		0.5	0.3
8#		COLOR TINT	1			0.5	
Subtotals ==>				1224.2		7.1	5.9



PRELIMINARY ESTIMATE
1992 FORD THUNDERBIRD LX 8-5.0L-FI 23 BLACK Int:

Parts			1224.49
Body Labor	7.1 hrs @	\$ 55.00/hr	390.50
Paint Labor	5.9 hrs @	\$ 55.00/hr	324.50
Paint Supplies	5.9 hrs @	\$ 22.00/hr	129.80

SUBTOTAL			\$ 2069.29
Sales Tax	\$ 1354.29 @	8.0000%	108.34

GRAND TOTAL			\$ 2177.63
ADJUSTMENTS:			
Deductible			0.00
CUSTOMER PAY			\$ 0.00
INSURANCE PAY			\$ 2177.63

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
THIS ESTIMATE WAS MADE AT THE OWNERS REQUEST

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART A=APPROXIMATE PRICE LABOR TYPES: B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS PATHWAYS: ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NAGS=NATIONAL AUTO GLASS SPECIFICATIONS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED] **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JE89 Database Date 3/2002 and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Non-Original Equipment Manufacturer aftermarket parts are described as AM or Qual Repl Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Prices are provided from National Auto Glass Specifications, Inc. Pound sign (#) items indicate manual entries.



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors
FROM: District Counsel
RE: Claim of: Autoworld Sales & Leasing Received: 06/07/02 Claim #: 02-0019
Date of Incident: 05/07/02 Occurrence Report No.: MISC 02-15

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: June 10, 2002

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of July 12, 2002.

Dale Carr
Recording Secretary

Date

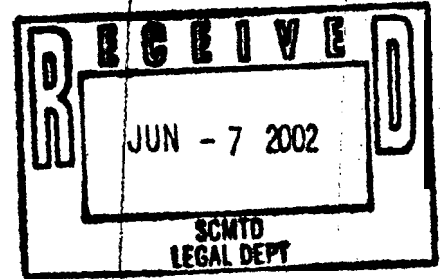
MG/hp

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

Claimant:

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



Claimant's Name: Autoworld Sales & Leasing

Claimant's Address/Post Office Box: 725 Soquel Ave
Santa Cruz, CA

Claimant's Phone Number: 831-423-9830

Address to which notices are to be sent: Same

Occurrence:

Date: 5-7-02 Time: _____ Place: _____

Circumstances of occurrence or transaction giving rise to claim:

Stop to yield and hit by bus in front of Pizzard
on Pacific Hwy.

General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Rear Panel, Taillight and Bumper Cover.

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

Amount claimed now

Estimated amount of future loss, if known

TOTAL

Basis of above computations:

~~estimated~~ 1st 2nd
\$ 1472.68 / 1214.65
\$ 1472.68 / 1214.65

Autoworld Sales & Leasing Inc
Stephanie Mayfield

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

5-21-02
DATE

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



AUTOWORLD RENTALS

725, SOQUEL AVE. • PHONE: (831) 423-8833
SANTA CRUZ, CALIFORNIA 95062

RENTAL AGREEMENT

No. 116096

Customer (Print) Cricket Alice Ross

Business Address _____ Business Phone _____

Business Address _____ Home Phone 419 5083 012

Home Address 515 R. Verano #1 City SC State CA

Local Address _____ Local Phone _____

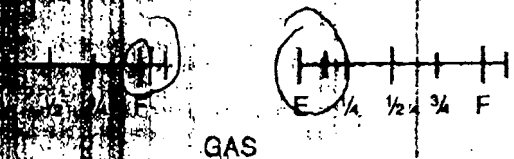
Driver's License No. A0030165 State CA Birthdate 12-26-47 Exp. Year 03

Age _____ Sex F Hair BRN Eyes BRN Height 5'3" Weight _____

Reference _____

VEHICLE COVERED BY THIS AGREEMENT	
Make <u>Chev</u>	Model <u>LAV</u>
Year <u>02</u>	State _____
License No. <u>5B-6</u>	Due In <u>5-8 2002</u>

CHARGES	
Date & Time Retd. <u>9 A.M. 5-17 2002</u>	
Date & Time Out <u>9 A.M. 5-6 2002</u>	
Mileage In <u>32304</u>	
Mileage Out <u>31667</u>	
TOTAL MILE'S <u>637</u>	



Miles @ <u>.15</u>	\$ _____
<u>4</u> Days @ <u>29.95</u> 100 FREE MILES PER DAY	<u>119.80</u>
<u>1</u> Weeks @ <u>189.00</u> 700 FREE MILES PER WEEK	<u>189.00</u>
Months @ _____ 2500 FREE MILES PER MONTH	
TOTAL MILES & TIME CHARGED	\$ <u>30.880</u>

MAXIMUMS ALLOWED IN VEHICLE
PLEASE REFUEL GAS & RETURN CLEAN

Customer agrees to return the vehicle rented herein to the original rental station at
725 SOQUEL AVE, SANTA CRUZ, CALIFORNIA 95062

at or before 9 A.M. on 5-8 2002

Misc. Charges	\$ _____
SUB TOTAL	\$ _____
Sales Tax <u>8</u> %	<u>24.70</u>
TOTAL	\$ <u>333.50</u>
Waiver @ \$ _____ / day	

250 Cricket 700900
Metro
Briant 425-8951
Herbert 426-6080 ex 12
Pacific Ave Pizzeria

Charge for Gasoline	<u>20.00</u>
TOTAL CHARGE	\$ <u>353.50</u>
<u>c/c pd</u>	<u>125.50</u>
<u>due</u>	<u>228.00</u>

DATE 5-7-02 DAMAGE WAIVER ELECTION

I HAVE FULL COVERAGE INSURANCE WITH AAA

1. I request a collision deductible for _____ when operated in compliance with Item No. 3 on the reverse and without negligence. I agree to pay the stated charges.

Initials _____

I DO NOT HAVE FULL COVERAGE INSURANCE

2. I decline coverage and accept full responsibility for all damage to the rented vehicle.

Initials CR

3. I request a collision damage waiver on the rented vehicle when operated in compliance with Item No. 3 on the reverse and without negligence. I agree to pay the stated charges. I understand I am responsible for the first \$ _____ of damage.

Initials _____

NO PERSON UNDER 21 YEARS OLD MAY OPERATE THIS VEHICLE

Customer agrees to the vehicle described above and agrees to the Terms and Conditions on the reverse side hereof and the Damage Waiver Election Initialed above. Customer agrees to be responsible for this vehicle until visually inspected by an Autoworld agent upon return. Customer acknowledges that he has read and understands the terms and conditions and agrees to them.

Customer's Signature X Cricket A Ross Date 5-6 2002

M: Riley Collins

PHONE NO. : 408 423-0623

May. 17 2002 0:45PM P3

Date: 5/17/02 10:18 AM
Estimate ID: 3340
Estimate Version: 0
Preliminary
Profile ID: RILEY COLLINS

RILEY COLLINS BODY SHOP
13 WATSON ST. SANTA CRUZ, CA 95062
(831) 423-0353
Fax: (831) 423-0823
BAR #: AB067630 EPA #: CAL000012427

Damage Assessed By: Don Pylant

Deductible: UNKNOWN

Owner: AUTO WORLD #53G
Address: 725 SOQUEL AVE, SANTA CRUZ, CA 95062
Telephone: Work Phone: (408) 423-9830

Mitchell Service: 914493

Description: 2001 Chevrolet Cavalier
Body Style: 4D Sed
VIN: 1G1JC624017255776
Color: SILVER
Options: AUTOMATIC TRANSMISSION

Vehicle Production Date: 11/00
Drive Train: 2.2L Inj 4 Cyl 4A
License: 4NZN838 CA

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
1	401414	BDY	REPAIR	L QUARTER OUTER PANEL	Existing		3.0*#
2	AUTO	REF	REFINISH	L QUARTER PANEL OUTSIDE			C 2.1
3	900500	REF *	REPAIR	BLEND	Existing		1.0'
4	900500	BDY *	REPAIR	LOWER TAILLIGHT FILLER	Existing		2.0'
5		REF	REFINISH/REPAIR	LOWER TAILLIGHT FILLER			1.6'
6	403200	BDY	REMOVE/REPLACE	L COMBINATION LAMP ASSEMBLY	69: 7835 GM PART	96.00	0.3
7	403927	BDY	REMOVE/REPLACE	REAR BUMPER COVER	12: 33551 GM PART	229.90	1.4
8	AUTO	REF	REFINISH	REAR BUMPER COVER			C 2.6
9	AUTO	REF	ADDL OPR	CLEAR COAT			1.4
10	933018	FE F	ADDL OPR	MASK FOR OVERSPRAY			5.00' 05'
11	AUTO		ADDL COST	PAINT/MATERIALS		206.40	*
12	AUTO		ADDL COST	HAZARDOUS WASTE DISPOSAL		8.00	*

- Judgement Item
- Labor Note Applies
C - Included in Clear Coat Calc

Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Part Replacement Summary	Amount
Body	8.7	58.00	0.00	0.00	376.20 T	Taxable Parts	328.90
Refinish	9.1	66.00	8.00	0.00	514.80 T	Sales Tax	2807
Taxable Labor					889.80	Total Replacement Parts Amount	351.97
Labor Summary					869.80		

ESTIMATE RECALL NUMBER: 5/17/02 10:08:51 3340

Mitchell Data Version: MAY_02_A
UltraMate Version: 4.7.007

UltraMate is a Trademark of Mitchell International
Copyright (C) 1994 - 2000 Mitchell International
All Rights Reserved

FROM : Riley Collins

PHONE N O 400 423+0623

May. 17 2002 10:46PM P 4

Date: 5/17/02 10:18 AM
Estimate ID: 340
Estimate Version:
Preliminary Profile ID: RILEY COLLINS

III Additional Costs	Amount	IV. Adjustments	Amount
Taxable Costs	200.40	Customer Responsibility	0.00
Sales Tax @ 8.000%	18.61		
Non-Taxable Costs	8.00		
Total Additional Costs	230.91		
		I. Total Labor:	889.80
		II. Total Replacement Parts:	341.97
		III. Total Additional Costs:	230.91
		Gross Total:	1,472.68
		IV. Total Adjustments:	0.00
		Net Total:	1,472.68

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

Thank you for stopping by Riley Collins Auto Body, where quality is our number one concern. The repairs which are completed by our I-Car certified and Dupont brained technicians, come with a Written Warranty. If we can be of any assistance, please give us a call. Have a great day!

AUTHORIZATION FOR REPAIRS

SIGNATURE _____
DATE J _____

Date: 6/6/2002 03:44 P M
Estimate #: 9818
Estimate Version: 0
Profile: Mitchell

KRAFT'S BODY SHOP INC.
8100 SOQUEL AVENUE SANTA CRUZ, CA 95062
(817) 478-3232
Fax: (111) 478-3848

Damage Assessed By: JOHN MCBRIDE

Condition Code: Good
Deductible: UNKNOWN
Insured: ALIOWORLD

Mitchell Service: 914453

Description: 2001 Chevrolet Cavalier
Body Style: 4D3Sed
VIN: 1G1JC824417255779
Mileage: 31016
OEM WALT: O
Color: SILVER

Vehicle Production Date: 1/00
Drive Train: 2.0L Inj 4 Cyl 4A
License: 4 ZN838 C A
Search Code: Mine

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Number	Dollar Amount	Labor Units
1	401414	BDY	REPAIR	L QUARTER OUTER PANEL	existing		1.5*
2	A	REF	REFINISH	L QUARTER PANEL OUTSIDE			C 2.1
3	401434	BDY	REPAIR	L UPR QUARTER EXTENSION	existing		1.0
4		REF	REFINISH/REPAIR	L UPR QUARTER EXTENSION			0.8*
5	500	BDY	REMOVE/REPLACE	FLEX AGENT	Qual Repl Part	0.00	0.00
6	500	BDY	ADD'L LABOR OP	COVER CAR	ublet	0.00	0.1*
7	200	BDY	REMOVE/REPLACE	L COMBINATION LAMP ASSEMBLY	978345 GM PART	0.00	0.00
8	200	BDY	REMOVE/REPLACE	L REAR COMBINATION LAMP FILLER	2644038 GM PART	3.80	
9	200	BDY	REMOVE/REPLACE	L REAR COMBINATION LAMP RETAINER	2644037 GM PART	0.00	
10	40 tit	BDY	REMOVE/REPLACE	REAR BUMPER COVER	2335351 GM PART	229.96	1.4
11	O	REF	REFINISH	REAR BUMPER COVER			c 2.6
12	12		ADD'L COST	HAZARDOUS WASTE DISPOSAL		3.00*	
13	A O	REF	ADD'L OPR	CLEAR COAT			1.4
14	93 1a	BDY	ADD'L OPR	TINT COLOR			0.5*
15	A O		ADD'L COST	PAINT MATERIALS		172.50*	

* - Judgement Item
- Labor Note Applies
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 01/6/2002 16:44:54 8816

Mitchell Data Version:
UltraMate Version:

MAY_02_A
4.7.007

UltraMate is a Trademark of Mitchell International
Copyright (C) 1994 - 2000 Mitchell International
All Rights Reserved

Date: 6/6/2002 03:44 PM
Estimate ID: 9816
Estimate Version: 0
Preliminary
Profile ID: Mitchell

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Total
Body	4.8	55.00	0.00	5.00	271.80
Refinish	9.8	58.00	0.00	0.00	386.40
Non-Taxable Labor					660.20
Labor Summary	11.7				660.20

II. Part Replacement Summary	Amount
Taxable Parts	338.10
Sales Tax @ 8.000%	27.05
Total Replacement Parts Amount	365.15

III. Additional Costs	I Amount
Taxable Costs	172.50
Sales Tax @ 8.000%	13.80
Non-Taxable Costs	3.00
Total Additional Costs	189.30

Adjust	Amount
Customer Responsibility	0.00

I. Total Labor:	660.28
II. Total Replacement Parts:	365.18
III. Total Additional Costs:	189.30
Gross Total:	\$214.86
IV. Total Adjustments:	0.00
Net Total:	t.214.W

This is a preliminary estimate.
Additional charges to the estimate may be required for the actual repair

ESTIMATE RECALL NUMBER: 6/6/2002 15:44:51 9816

Mitchell Data Version: MAY_02_A
UltraMate Version: 4.7.007

UltraMate is a Trademark of Mitchell International
Copyright (C) 1984 - 2000 Mitchell International
All Rights Reserved

GOVERNMENT TORT CLAIM



RECOMMENDED ACTION

TO: Board of Directors

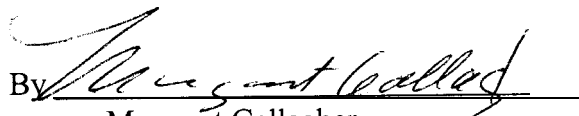
FROM: District Counsel

RE: Claim of: Theodore McLean
Date of Incident: 06/18/02

Received: 07/02/02 Claim #: 02-0022
MISC Report No.: MISC 02-16

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
DISTRICT COUNSEL

Date: July 3, 2002

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were **approved by** the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of July 12, 2002.

Dale Carr
Recording Secretary

Date

MG/cf

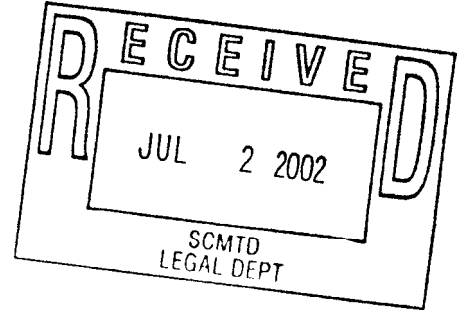
Law Offices

Vann H. Slatter

A Professional Law Corporation

Hurbert Talacio
C/O Santa Cruz Metro
370 Encinal Street Suite 100
Santa Cruz, CA 95060

July 1, 2002



Dear Mr. Talacio:

RE: Our Client(s) : Theodore McLean
Our File No. : 020034
Date of Loss: : June 18, 2002
Your Insured : Santa Cruz Metro
Your Claim No. : Please Advise

Please find enclosed a copy of the claim against your company, also enclosed is a designation of attorney and representation letter.

Please advise our office of your claim number.

Very truly yours,

A handwritten signature in cursive script that reads "Vann H. Slatter".

Vann H. Slatter, Esq.
VHS:ew

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

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Theodore Mc Lean

Claimant's Address/Post Office Box: Vann H. Slatter, Attorney at Law
123 Jewell Street, S.C. CA, 95060

Claimant's Phone Number: (831) 458-9999

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

3. Occurrence: Mr. Mc Lean was stopping bike when he impacted Metro/ Bike
lock-up hidden in Ivy.

Date: 6/18/02 Time: Noon Place: Boulder Creek Ca

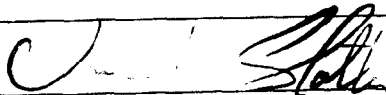
Circumstances of occurrence or transaction giving rise to claim: Claimant was stopping
his bike when he impacted a metal bike lock-up post which was hidden from
view by IVY.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is
known: Bodily injury, general damagees, medical bills and loss of earnings.

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

6. Amount claimed now	\$ 100,000.00
Estimated amount of future loss, if known	\$ 50,000.00
TOTAL	\$ 150,000.00

7. Basis of above computations: _____



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

06/27/02
DATE

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

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 June 20, 2002 in Room 223 of the University Town Center, 1101 Pacific Avenue, Santa Cruz CA.

MASTF MEMBERS PRESENT: April Axton, Ted Chatterton, Connie Day, Shelley Day, George DeFazio, Dianna Dunn, Glen Eldred, Kasandra Fox, Michelle Hinkle, Shannon Holmes, Art Hulscher, Ed Kramer, Deborah Lane, Hasmik Melykian, Thom Onan, Pop Papadopulo, Barbie Schaller, Patricia Spence, David Taylor, John Wood and Lesley Wright.

METRO STAFF PRESENT:

Bryant Baehr, Operations Department Manager
Dale Carr, Administrative Services Coordinator
Kim Chin, Manager of Planning and Marketing
A. John Daugherty, Accessible Services Coordinator
Mark Dorfman, Assistant General Manager
Beverly Edwards, UTU Representative
Peggy Gallagher, METRO District Counsel
Eileen Hiltner, SEA/SEIU Representative
David Konno, Facilities Maintenance Department Manager
Ian McFadden, Transit Planner
Bonnie Morr, UTU Local 23 Chapter President
Steve Paulson, Paratransit Administrator
Les White, General Manager

BOARD MEMBERS PRESENT:

Michelle Hinkle
Patricia Spence

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

The text of the following letter from MASTF to the Board was approved:

“To the Santa Cruz Metro Board of Directors:

We at MASTF are extremely disturbed by the process used to choose the new Paratransit Administrator and Eligibility Coordinator. These positions are very important to the disabled community, particularly with the new recertification program being implemented.

When the position of Accessible Services Coordinator was open three ago, the hiring process involved two interviews, including both Metro staff and community members. CCCIL, UCSC, and MASTF all had representatives at these interviews and input on the hiring. This was important because the Accessible Services Coordinator has a large impact on the lives of people served by these organizations. The Paratransit Administrator and Eligibility Coordinator will have an even greater impact on the lives of people served by these organizations, yet we have had no input into the hiring of these new personnel. This "closed-door" method is unlike the usual open Metro process and is of grave concern to us.

MASTF firmly requests that we be included in the hiring processes of all upper level personnel which focus on providing services for the disabled community.”

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: D and E

***MASTF MOTIONS RELATED TO METRO MANAGEMENT**

None.

I. CALL TO ORDER AND INTRODUCTIONS

Chairperson Deborah Lane called the meeting to order at 2:02 p.m.

II. APPROVAL OF THE MAY 16, 2002 MASTF MINUTES

**MASTF Motion: That the May 16, 2002 MASTF Minutes be approved as submitted.
M/S/PU: Fox, Schaller**

III. AMENDMENTS TO THE AGENDA

John Daugherty noted that the MASTF Executive Committee had revised the Agenda last week. One New Business item, “METRO Budget Picture” was tabled. Two New Business items – “Celebration for Kim Chin” and “MASTF Request for Input in Hiring Process – Action Item” – were added to the Agenda.

Patricia Spence asked if the issue of changing the dates for MASTF meeting would be discussed. Ms. Lane responded that the location for meetings was on the Agenda today.

After discussion, one final amendment was made to the Agenda:

**MASTF Motion: That both Ongoing Business items – “Status of Ridership Survey and Prioritization of Changes for Watsonville Bus Service” and “Metro Base Update” – be tabled until the meeting next month.
M/S/PU: Fox, Schaller**

IV. ORAL COMMUNICATION AND CORRESPONDENCE

Mr. Daugherty shared three items (Attachments A, B and C) with the group:

- 1) He noted that the MASTF Executive Committee had approved a letter to the METRO Board. The letter praised Kim Chin and sought “to affirm the critical nature of his accomplishments” and express “concerns about the hiring process” that had occurred recently.
- 2) One San Francisco Chronicle article published on June 17, 2002 titled “Long wait for disabled Bay Area commuters”. The article highlighted concerns that might be familiar to MASTF members.

- 3) The revised 2002 schedule for METRO Board of Directors meetings. Starting in July, the second Board meeting will be held on the fourth (instead of the third) Friday of each month.

John Wood offered appreciation to Mr. Chin. He took the “opportunity to extend a deep appreciation for your service.” He also offered “heartfelt thanks” and noted the support from Mr. Chin for the Living the Paratransit Experience project last year.

V. ONGOING BUSINESS

- 5.1 Status or Ridership Survey and Prioritization of Changes for Watsonville Bus Service
- 5.2 Metro Base Update

These two items were tabled until the MASTF meeting next month.

VI NEW BUSINESS

- 6.1 Celebration for Kim Chin

“It’s a sadness and a big loss for us to see Kim go,” Ms Lane noted, “Because he’s a champion.” Other remarks and highlights of festivities included:

- 1) Ms. Spence noted that highlights of her close working association with Mr. Chin included “courtesy, professionalism and his positive response” to helping people. “I would say that the most fitting tribute to Kim would be to continue paratransit in the direction with which he has started us rolling,” Ms. Spence shared, “And to look toward the prize. And eventually, hopefully in the next two or three years, reach the positive goal of an improved paratransit service.”

Ms. Spence also noted that recertification is “the next big hurdle” after policies and procedures. She circulated cards for people to sign that would be presented to Mr. Chin.

- 1) Kasandra Fox presented a framed certificate from MASTF to Mr. Chin. The certificate (Attachment D), that Ms. Fox read aloud, states in part: “... just tell it all, how he looks to the community, how he’s worked for Paratransit and for our common unity. Tell of his great good nature, charm. Tell of his skills – and more. Tell how the people around here hold him in such great store!...”
- 2) Hasmik Melykian presented a Certificate of Appreciation (Attachment E) from the City of Santa Cruz to Mr. Chin. The certificate noted: “... We celebrate your efforts in making this City and County a better place.”
- 3) Mr. Chin described the festivities as “a bittersweet moment for me” that caused “a big lump in my throat.” He noted the support of MASTF members including Ms. Fox, Ms. Lane and Barbie Schaller.

He also shared two requests with the group. First, he asked those present to “remember the goal” to improve paratransit service for eligible persons and make the system easier for people to use. Second, he recalled the support he had received when he began work at METRO. He asked that

persons present “ give the same chance to the people who are going to take this program forward.”
He acknowledged several of those people, including Bryant Baehr, Eileen Hiltner and Steve Paulson.

4) There was a break to serve and enjoy cake.

6.2 MASTF Recommendations on Draft METRO 504/ADA Policy

Peggy Gallagher described the draft METRO policy that would allow persons not employed by METRO to forward complaints about the accessibility of METRO programs. She noted that the policy includes evaluation of METRO programs carried out by METRO employees with input from community members and groups. She noted that an area needing improvement would be identified and receive a timeline for action.

She explained that one Board member had started this process. “It’s interesting, “ Ms. Gallagher noted, “because this Board member wanted to be sure that the public understood that the Board was serious about its compliance. And so they wanted, if there was a grievance filed that it would get to the Board as soon as possible. (Those were) the instructions I was given.”

Highlights of discussion included:

- 1) One outstanding issue was which outside agencies would receive complaints. Ms. Gallagher noted that it was “important to have someone other than METRO employees” available to receive complaints.
- 2) Mr. Wood asked if complaint forms would be available on line. Ms. Gallagher and Mark Dorfman responded that complaint forms and information would be available at METRO’s website.
- 3) Thom Onan asked if the 504/ADA complaint process would be separate from the process used to note complaints about paratransit rides. Ms. Gallagher noted that that issue was not resolved.
- 4) Ms. Lane asked if the information gathered from complaints would be tracked as a database. In addition, she hoped that an outside agency would act as a conduit for complaints. Ms. Gallagher noted that she has spoken with Michael Bradshaw about the possibility that the Central Coast Center for Independent Living (CCCIL) could act as a conduit. Mr. Dorfman noted that this policy gathers feedback on programmatic issues of access, not single events, such as a bus being late.
- 5) Ms. Lane also raised concern that the policy triggers “face your accuser” provisions of the bus operators’ contract. Those provisions could be in conflict with the ADA prohibition against intimidation and retaliation. Ms. Gallagher responded that the policy is part of a “two avenue street” for complaints. She noted that METRO follows the mandates of the contract when a decision is made to discipline a bus operator. The 504/ADA policy could also present an issue for review by the METRO Board.
- 6) Ms. Gallagher shared that the 504/ADA policy would be on the METRO Board Agenda for action during July. She asked those persons present to let her know of any more questions or input.

6.3 Recommendations on Possible New MASTF Meeting Location

Festivities for Kim Chin were reopened after Connie and Shelley Day arrived. Ms. Day stated: "First of all, I'm glad we made it. And secondly, Kim, we are so glad that we were blessed that we had you all this time. And sadly to say, that things are not working the way it should have been. We are very disappointed because we were very satisfied with your help, with your work..."

Festivities closed after Ms. Fox took out her harmonica and led the group in singalong of "For he's a jolly good fellow..."

Mr. Daugherty reported that he and Ms. Lane had inspected the facilities at the NIAC Building, around the corner from Santa Cruz Metro Center Lane 4, on Front Street. This location could provide a new, free room for MASTF meetings.

The following Motion emerged from discussion:

MASTF Motion: MASTF approves moving to the new location (The NIAC Building, 333 Front Street in Santa Cruz) pending approval of MASTF's application.

M/S/PU: Fox, C. Day

6.4 MASTF Request for Input in Hiring Process – Action Item

Ms. Lane noted the MASTF Executive Committee added this item to the Agenda last week. Concerns had been expressed in a letter written by MASTF Vice Chair Sharon Barbour. The Executive Committee discussed the letter.

Ms. Fox read the version of the letter that emerged from the meeting last week to the group. Then she moved that MASTF endorse and send the letter to the METRO Board. Ms. Day seconded the Motion.

Highlights of discussion included:

- 1) "I can't understand why this committee would even be concerned with that," Ted Chatterton stated, "This is a management problem, a management decision. And the Board of Directors are the ones that can say Les White isn't doing his job ... This committee is only suggesting to METRO what they think should be done. But not in the hiring or the firing of employees."
- 2) "I think it's very important that MASTF be part of the hiring process," Lesley Wright stated, "Because if we are going to be working with someone that is involved with METRO, because we are part of the community, we need to be acquainted with them and give our input ... There's nothing you can do, really, about someone already having been hired. But the bottom line is, in the future MASTF should have a role to play in this hiring process. It's always been that way, and I think that's only fair."
- 3) "We should reopen this (hiring process)," Ms. Day stated, "... Because let's face it, we were blinded by the whole thing. I may be blind literally, but I'm not blind as far as that goes ... I may be blind, but I'm not stupid ... I'm tired of this nonsense. Either we do something right now, or put up or shut up. I've had it."

- 4) Deborah Lane suggested a “friendly amendment” that Ms. Fox and Ms. Day accepted. She noted that the letter would still convey, “Hey, remember us, include us in the process.”

The next to last paragraph and first word of the last paragraph was removed from the draft letter:

“...

MASTF is requesting that the positions of Paratransit Administrator and Eligibility Coordinator be reopened. We are further requesting that MASTF, CCCIL, E&D TAC and other agencies serving the disabled community have representatives involved in the hiring process.

Finally...”

The following amended letter from MASTF to the METRO Board was approved:

“June 20, 2002

To the Santa Cruz Metro Board of Directors:

We at MASTF are extremely disturbed by the process used to choose the new Paratransit Administrator and Eligibility Coordinator. These positions are very important to the disabled community, particularly with the new recertification program being implemented.

When the position of Accessible Services Coordinator was open three ago, the hiring process involved two interviews, including both Metro staff and community members. CCCIL, UCSC, and MASTF all had representatives at these interviews and input on the hiring. This was important because the Accessible Services Coordinator has a large impact on the lives of people served by these organizations. The Paratransit Administrator and Eligibility Coordinator will have an even greater impact on the lives of people served by these organizations, yet we have had no input into the hiring of these new personnel. This "closed-door" method is unlike the usual open Metro process and is of grave concern to us.

MASTF firmly requests that we be included in the hiring processes of all upper level personnel which focus on providing services for the disabled community.

Sincerely...”

M/S/C: Fox, C. Day (10 votes in favor, none opposed and two abstentions)

Note: The complete letter to the Board (Attachment F) is included in the July MASTF meeting packet.

MASTF COMMITTEE REPORTS

6.5 Training and Procedures Committee Report (Pop Papadopulo)

6.6 Bus Service Committee Report

a) Metro Users Group (MUG) Report

No reports on the two Agenda items above.

6.7 Bus Stop Improvement Committee Report (Ed Kramer)

Ed Kramer reported that a list of locations to receive bus stop improvements was approved during the last Bus Stop Advisory Committee (BSAC) meeting.

6.8 Paratransit Services Committee Report (Patricia Spence)

Ms. Spence reintroduced Art Hulscher and Shannon Holmes to the group. Mr. Hulscher noted that his organization – Disabled Services of Orthopedic Hospital – would oversee the recertification soon. He shared the general observation that it is “rare that we’ve ever seen so much community input into the process itself.” He also noted that would share more information about the recertification process in the future.

Ms. Spence also introduced Ms. Hiltner to the group. Ms. Hiltner described her background to the group. Mr. Baehr noted that a preview of elements of the recertification process would be provided at the next MASTF meeting.

OTHER REPORTS

6.9 Paratransit Update

a) ADA Paratransit Report (April Axton)

April Axton introduced Link Spooner, an analyst for Lift Line, to the group. Ms. Axton reported that Lift Line was “gearing up” to provide service under a new paratransit contract.

b) CCCIL Transportation Advocacy (Thom Onan)

Thom Onan reported that he had received no complaints during the last month. He shared that he had received a letter with compliments for Lift Line service from a consumer last month.

6.7 UTU Report (Beverly Edwards)

6.8 SEA/SEIU Report (Eileen Hiltner)

No reports on the two items above.

6.9 Next Month’s Agenda Items

Ms. Lane noted that a celebration of the anniversary of the Americans with Disabilities Act would be part of the meeting next month.

Ian McFadden reviewed proposed bus service changes for the fall (Attachment G) that the Board would consider during July. He noted that MASTF would have a second opportunity to provide feedback next month.

VII ADJOURNMENT

The meeting was adjourned at 4:04 p.m.
M/S/PU: Taylor, C. Day

MASTF Minutes
June 20, 2002
Page Eight

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

NOTE: NEXT REGULAR MASTF MEETING IS: Thursday July 18, 2002 from 2:00-4:00 p.m., in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday July 12, 2002 at 9:00 a.m. at the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday July 26, 2002 at 9:00 a.m. in the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Santa Cruz Metropolitan Transit District

Minutes-Metro Users Group

June 19, 2002

The Santa Cruz Metropolitan Transit District Metro Users Group met at 2:10 p.m., Wednesday, June 19, 2002, at the Santa Cruz Area TMA Conference Room, 333 Front Street, NIAC Building, Santa Cruz.

MEMBERS PRESENT

G. Ted Chatterton, Transit User
Sandra Coley, Pajaro TMA
Michelle Hinkle, Chair, Board Member
Virginia Kirby, Transit User
Carolyn O'Donnell, Cabrillo, SC TMA
Barbara Schaller, Seniors Commission

SCMTD STAFF PRESENT

Kim Chin, Planning & Marketing Mgr
Mark Dorfman, Assistant General Mgr.
Margaret Gallagher, District Counsel
David Konno, Facility Maint. Mgr
Ian McFadden, Transit Planner
Steve Paulson, Paratransit Administrator
Tom Stickel, Fleet Maint Mgr

VISITORS PRESENT

Bev Edwards, UTU

MUG MOTIONS TO METRO BOARD OF DIRECTORS

None

MUG MOTIONS TO METRO MANAGEMENT

None

1. CALL TO ORDER AND INTRODUCTION

Chair Hinkle called the meeting to order at 2:10 p.m. Steve Paulson introduced himself as the new Paratransit Administrator.

2. ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS

a) Margaret Gallagher announced that ADA 504 Accessibility Policies & Procedures are being developed and would be circulated. The new P&P would ensure that all District provided services, activities and programs comply with all accessibility statutes and regulations. The policy includes a grievance procedure. Ms. Gallagher requested that MUG members read it and submit any suggestions to her. This item will appear on next month's agenda under New Business.

b) Ted Chatterton inquired about the District's policy on courtesy stops and

reported that he witnessed an elderly woman requesting a stop and the driver not stopping when he could have done so safely. Mark Dorfman replied that it is the driver's discretion whether they feel it is safe to stop or not and suggested that Mr. Chatterton fill out a courtesy card so the event he witnessed can be investigated. Tom Stickel made a note of this.

- c) Ted Chatterton went on to report that he agrees with bus operator Tony Herrera's suggestion of changing the Lower Bay route to become the Beach Shuttle. Ian McFadden replied that this has been considered, but due to the significant ridership increase on the weekends, an additional bus and driver would be necessary, which is not in the budget.

3. ADDITIONS AND DELETIONS TO THE AGENDA

None.

4. CONSENT AGENDA

Receive and Accept:

- a) Minutes of May MUG Meeting
- b) Monthly Attendance Report
- c) Minutes of May Board of Directors Meeting
- d) Monthly Ridership Report for May

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

APPROVE CONSENT AGENDA

Motion passed unanimously.

5. ON-GOING ITEMS

5a) Review of Current Board Agenda Items

Mark Dorfman reported that the Board will be considering adopting the FY 02-03 Budget; directing Staff to have a Financial Feasibility study completed for Phase 2 of the MetroBase project; and awarding a 3-year \$9 million Paratransit contract to Community Bridges. Barbie Schaller reported that she had recently been dependent on Paratransit for 10 weeks. During that time she had only one shared ride, even though she requested this every time she called in. Mr. Dorfman went on to explain that the new Paratransit contract is based on the new Policies & Procedures adopted by the Board this past year, and includes monetary incentives and penalties to promote high productivity and ride sharing.

5b) Review of Headways Redesign Issues

Kim Chin reported that small improvements are being made, but no major changes.

5c) Service and Planning Update

Ian McFadden reported that the Fall service changes would basically be a cleanup as a result of the Summer service reductions. Mr. McFadden went on to discuss the different routes being considered for possible reinstatement, elimination or change. Discussion continued about the LeBrandt Street bus stop near the Mercy Housing project and 2 new bus stops planned for Laurel Street.

5d) Marketing

Kim Chin reported that the District will decrease marketing during the next fiscal year. Mr. Chin went on to report that the District was featured in *Metro Magazine* recently.

5e) Cabrillo College

Carolyn O'Donnell reported that the Transit Tubes were not up anymore. David Konno responded that there were no schedule inserts so the tubes were taken down.

Carolyn O'Donnell also reported that a project is in the works to install bike racks which will provide 150 bike spaces.

David Konno reported that the District would be providing shelters at the Senson House and Stroke Center stops.

5f) Bus Procurement

Tom Stickel reported that he and Mark Dorfman had just completed a pre-production visit to Chance Coach in Kansas for the Trolley, and that next month they will be traveling to Winnipeg for a pre-production meeting with New Flyer for the 29 low-floor Flyers. A meeting is also being scheduled to discuss the Hwy 17 buses on order.

6. UPDATES

6a) Paratransit Issues

Kim Chin stated that the award of the Paratransit contract would go before the Board this week. Mr. Chin also reported that the recertification process will be done using Orthopaedic Hospital software and that a demonstration of the whole process, including appeals, would be presented to MUG, possibly next month.

Steve Paulson announced that Eileen Hiltner had just been promoted to the position of Paratransit Coordinator.

6b) Bus Stop Signs

David Konno reported that there was a problem with the printing of the schedule stickers that go on the bus stop signs. They will be reprinted and installed. There was discussion about the height and content of the bus stop signs.

WITH THE EXIT OF TWO COMMITTEE MEMBERS AT 2:30 P.M., THE QUORUM WAS LOST

7. OPEN DISCUSSION

Chair Hinkle thanked Kim Chin, on behalf of MUG, for doing such a great job at METRO over the past few years, and added that the committee was sad to see him leaving.

Respectfully submitted,

CINDI THOMAS
Administrative Secretary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MAY 2002, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of June 1 - 30, 2002.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$26,312,518 or \$531,243 under the amount of revenue expected to be received during the first eleven months of the fiscal year, based on the budget revised in February.
- Total operating expenses for the year to date, in the amount of \$25,862,694, are at 83.8% of the revised budget, with 91.7% of the year elapsed.
- A total of \$3,280,875 has been expended through May 31 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 May 31, 2002. The fiscal year is 91.7% elapsed.

A. Operating Revenues

Revenues are \$531,243 under the amount projected to be received for the period. Sales tax revenue is \$195,900 under budget due to advance sales tax payments that were lower than projected. The Transportation Development Act (TDA) payment for the fourth quarter is \$320,787 below budget since funds were not available from the Transportation Commission to make the full payment in May. The balance will be paid in June. 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 \$25,862,694 or 84% of the revised budget, with 91.7% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$3,280,875 has been expended on the Capital Improvement Program. The largest expenditure to date is for the Engine Repower Project in the amount of \$2,335,867.

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 May 2002, and Budget Transfers

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

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	\$ 272,547	\$ 277,380	\$ 2,842,570	\$ 2,904,181	\$ 2,859,626	\$ 17,056
Paratransit Fares	\$ 19,353	\$ 37,170	\$ 188,344	\$ 168,416	\$ 179,623	\$ (8,721)
Special Transit Fares	\$ 206,607	\$ 198,369	\$ 1,756,334	\$ 1,609,921	\$ 1,720,473	\$ (35,861)
Highway 17 Revenue	\$ 74,429	\$ 77,073	\$ 817,737	\$ 796,929	\$ 814,494	\$ (3,243)
<i>Subtotal Passenger Rev</i>	\$ 572,936	\$ 589,992	\$ 5,604,985	\$ 5,479,447	\$ 5,574,216	\$ (30,769) See Note 1
Advertising Income	\$ 15,000	\$ 13,385	\$ 159,000	\$ 142,000	\$ 157,385	\$ (1,615)
Other Aux Trersp Rev	\$ 1,000	\$ 992	\$ 11,000	\$ 11,101	\$ 9,510	\$ (1,490)
Rent Income	\$ 11,874	\$ 11,874	\$ 127,752	\$ 130,368	\$ 132,542	\$ 4,790
Interest - General Fund	\$ 47,986	\$ 45,100	\$ 690,586	\$ 1,104,220	\$ 693,129	\$ 2,543
Non-Transportation Rev	\$ 150	\$ 401	\$ 1,650	\$ 7,297	\$ 48,658	\$ 47,008 See Note 2
Sales Tax Income	\$ 1,310,200	\$ 1,196,700	\$ 13,985,613	\$ 14,649,940	\$ 13,789,713	\$ (195,900) See Note 3
TDA Funds	\$ 1,581,249	\$ 1,260,462	\$ 6,185,704	\$ 6,410,211	\$ 5,864,917	\$ (320,787) See Note 4
MBUAPCD Funding						
Other Local Funding	\$ -		\$ -	\$ 16,534		\$
State Guideway Funding	\$ -		\$ -			\$
Other State Funding						\$ -
FTA Op Asst - Sec 5303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 505,614		\$ -	\$ (4,253)
FTA Op Asst - Sec 5311	\$ -	\$ 42,448	\$ 46,701	\$ 39,697	\$ 42,448	\$
Other Federal Grants						
Other Revenue						
Total Operating Revenue	\$ 3,540,395	\$ 3,161,354	\$ 26,812,991	\$ 28,496,429	\$ 26,312,518	\$ (531,243)

MONTHLYREVENUEANDEXPENSEREPORT
OPERATING EXPENSE SUMMARY - MAY 2002

	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	\$ 575,705	\$ 437,833	\$ 486,078	84.4%
Finance	\$ 544,423	\$ 524,266	\$ 404,462	\$ 440,028	83.9%
Planning & Marketing	\$ 928,464	\$ 890,584	\$ 622,052	\$ 765,992	86.0%
Human Resources	\$ 472,659	\$ 404,727	\$ 295,004	\$ 387,254	95.7% See Note 5
Information Technology	\$ 355,728	\$ 343,361	\$ 281,751	\$ 297,627	86.7%
District Counsel	\$ 317,568	\$ 301,987	\$ 196,787	\$ 244,364	80.9%
Facilities Maintenance	\$ 1,033,696	\$ 1,035,082	\$ 726,477	\$ 873,347	84.4%
Paratransit Program	\$ 1,883,433	\$ 1,875,384	\$ 1,484,479	\$ 1,598,480	86.0% See Note 6
Operations	\$ 11,273,632	\$ 11,265,344	\$ 9,291,886	\$ 10,393,705	92.3% See Note 7
Bus Operators	\$ 11,273,632	\$ 11,265,344	\$ 9,291,886	\$ 10,393,705	92.3% See Note 7
Fleet Maintenance	\$ 3,883,760	\$ 3,668,093	\$ 2,683,633	\$ 3,074,431	83.8%
Retired Employees Benefits	\$ 433,892	\$ 430,801	\$ 360,208	\$ 442,931	102.8% See Note 8
Total Personnel	\$ 21,864,930	\$ 21,353,146	\$ 16,784,572	\$ 19,004,237	89.0%
NON-PERSONNEL ACCOUNTS					
Administration	\$ 604,207	\$ 587,487	\$ 476,191	\$ 480,490	81.8%
Finance	\$ 524,400	\$ 512,800	\$ 289,995	\$ 349,054	68.1%
Planning & Marketing	\$ 219,901	\$ 263,493	\$ 148,315	\$ 216,038	82.0%
Human Resources	\$ 105,117	\$ 172,214	\$ 81,453	\$ 114,814	66.7%
Information Technology	\$ 122,125	\$ 134,803	\$ 102,274	\$ 101,147	75.0%
District Counsel	\$ 159,405	\$ 269,483	\$ 84,692	\$ 168,907	62.7%
Facilities Maintenance	\$ 489,234	\$ 521,426	\$ 553,679	\$ 388,126	74.4%
Paratransit Program	\$ 3,445,805	\$ 3,445,915	\$ 2,176,081	\$ 2,314,052	67.2% See Note 9
Operations	\$ 435,240	\$ 485,445	\$ 177,236	\$ 383,294	79.0%
Bus Operators	\$ 6,040	\$ 6,442	\$ 5,565	\$ 3,773	58.7%
Fleet Maintenance	\$ 3,633,153	\$ 3,023,653	\$ 2,529,520	\$ 2,347,007	77.6%
Op Prog/SCCIC	\$ 2,445	\$ 2,695	\$ 6,205	\$ 997	37.0%
Prepaid Expense	\$ -	\$ 5	\$ (5,128)	\$ (3,248)	0.0% See Note 10
Total Non-Personnel	\$ 9,747,070	\$ 9,425,854	\$ 6,626,078	\$ 6,858,457	72.8%
Subtotal Operating Expense	\$ 31,612,000	\$ 30,779,000	\$ 23,410,650	\$ 25,862,694	84.0%
Grant Funded Studies/Programs	\$ 70,000	\$ 70,000	\$ 36,995	\$ -	0.0%
Transfer to/from Cap Program	\$ -	\$ -	\$ 300,835	\$ -	0.0%
Pass Through Programs	\$ -	\$ -	\$ 27,000	\$ -	0.0%
Total Operating Expense	\$ 31,682,000	\$ 30,849,000	\$ 23,775,479	\$ 25,862,694	83.8%
YTD Operating Revenue Over YTD Expense				\$ 449,824	

CONSOLIDATED OPERATING EXPENSE
MAY 2002

	FY 01-02 Final Budget	FY 01-02 Revised Budget	FY 00-01 Expended YTD	FY 01-02 Expended YTD	YTD of Budget	
LABOR						
Operators Wages	\$ 5,838,840	\$ 5,984,840	\$ 4,864,206	\$ 5,459,224	91.2%	
Operators Overtime	\$ 1,001,812	\$ 1,055,812	\$ 860,017	\$ 1,055,744	100.0%	See Note 11
Other Salaries & Wages	\$ 6,297,182	\$ 5,686,150	\$ 4,318,651	\$ 4,886,303	85.9%	
Other Overtime	\$ 254,900	\$ 380,581	\$ 230,976	\$ 262,933	69.1%	
	\$ 13,392,734	\$ 13,107,383	\$ 10,273,850	\$ 11,664,204	89.0%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 124,935	\$ 131,935	\$ 95,778	\$ 117,259	88.9%	
PERS Retirement	\$ 954,700	\$ 927,598	\$ 700,648	\$ 782,061	84.3%	
Medical Insurance	\$ 2,056,360	\$ 2,035,025	\$ 1,770,424	\$ 1,995,031	98.0%	See Note 12
Dental Plan	\$ 507,311	\$ 465,272	\$ 421,382	\$ 405,851	87.2%	
Vision Insurance	\$ 114,499	\$ 112,991	\$ 106,908	\$ 112,745	99.8%	See Note 12
Life Insurance	\$ 60,639	\$ 60,639	\$ 50,572	\$ 53,428	88.1%	
State Disability Ins	\$ 137,494	\$ 149,994	\$ 75,770	\$ 120,825	80.6%	
Long Term Disability Ins	\$ 499,190	\$ 483,193	\$ 379,176	\$ 433,572	89.7%	
Unemployment Insurance	\$ 27,692	\$ 29,742	\$ 26,580	\$ 28,653	96.3%	See Note 13
Workers Comp	\$ 1,438,541	\$ 1,298,541	\$ 945,674	\$ 1,170,938	90.2%	
Absence w/Pay	\$ 2,522,426	\$ 2,522,426	\$ 1,919,730	\$ 2,103,036	83.4%	
Other Fringe Benefits	\$ 28,408	\$ 28,408	\$ 18,080	\$ 16,636	58.6%	
	\$ 8,472,195	\$ 8,245,762	\$ 6,510,721	\$ 7,340,033	89.0%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 325,220	\$ 287,586	\$ 281,020	\$ 178,456	62.1%	
Prof/Legis/Legal Services	\$ 376,400	\$ 391,469	\$ 193,954	\$ 160,802	41.1%	
Temporary Help	\$ 19,340	\$ 168,192	\$ 189,426	\$ 145,223	86.3%	
Uniforms & Laundry	\$ 34,496	\$ 39,897	\$ 35,951	\$ 33,077	82.9%	
Security Services	\$ 277,438	\$ 327,438	\$ 258,556	\$ 259,440	79.2%	
Outside Repair - Bldgs/Eqmt	\$ 195,261	\$ 196,161	\$ 136,668	\$ 161,187	82.2%	
Outside Repair - Vehicles	\$ 272,600	\$ 252,600	\$ 155,058	\$ 223,564	88.5%	
Waste Disp/Ads/Other	\$ 168,947	\$ 219,295	\$ 119,963	\$ 160,369	73.1%	
	\$ 1,669,702	\$ 1,882,638	\$ 1,370,597	\$ 1,322,118	70.2%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 300	\$ -	\$ 176	\$ -	0.0%	
Paratransit Service	\$ 3,297,605	\$ 3,297,605	\$ 1,997,137	\$ 2,258,467	68.5%	See Note 9
	\$ 3,297,905	\$ 3,297,605	\$ 1,997,314	\$ 2,258,467	68.5%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,881,130	\$ 1,315,330	\$ 1,081,518	\$ 829,641	63.1%	See Note 14
Tires & Tubes	\$ 160,000	\$ 155,000	\$ 132,124	\$ 144,152	93.0%	See Note 15
Other Mobile Supplies	\$ 8,500	\$ 8,500	\$ 5,500	\$ 7,090	83.4%	
Revenue Vehicle Parts	\$ 745,000	\$ 695,000	\$ 618,484	\$ 660,321	95.0%	See Note 16
Inventory Adjustment	\$ -	\$ -	\$ -	\$ -	0.0%	
	\$ 2,794,630	\$ 2,173,830	\$ 1,837,626	\$ 1,641,205	75.5%	

CONSOLIDATED OPERATING EXPENSE
MAY 2002

	FY 01-02 Final Budget	FY 01-02 Revised Budget	FY 00-01 Expended YTD	FY 01-02 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 19,522	\$ 20,922	\$ 15,552	\$ 16,890	80.7%	
Printing	\$ 113,031	\$ 115,426	\$ 70,095	\$ 79,664	69.0%	
Office/Computer Supplies	\$ 76,495	\$ 79,614	\$ 63,171	\$ 62,603	78.6%	
Safety Supplies	\$ 31,713	\$ 31,713	\$ 12,635	\$ 19,591	61.8%	
Cleaning Supplies	\$ 86,556	\$ 60,556	\$ 47,973	\$ 46,761	77.2%	
Repair/Maint Supplies	\$ 77,404	\$ 77,404	\$ 89,888	\$ 56,959	73.6%	
Parts, Non-Inventory	\$ 58,000	\$ 58,000	\$ 52,475	\$ 50,112	86.4%	
Tools/Tool Allowance	\$ 23,467	\$ 27,467	\$ 16,382	\$ 10,798	39.3%	
Promo/Photo Supplies	\$ 19,355	\$ 21,379	\$ 9,844	\$ 9,995	46.8%	
	\$ 505,543	\$ 492,481	\$ 378,015	\$ 353,372	71.8%	
UTILITIES	\$ 335,310	\$ 333,253	\$ 240,367	\$ 282,353	84.7%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 215,200	\$ 215,200	\$ 121,818	\$ 157,963	73.4%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 34,431	\$ 48,595	48.6%	
Repairs to Prop	\$ 11,750	\$ 11,750	\$ (9,278)	\$ (12,810)	0.0%	See Note 17
Prof/Other Services	\$ 30,000	\$ 140,000	\$ 12,044	\$ 105,042	75.0%	
	\$ 356,950	\$ 466,950	\$ 159,015	\$ 298,789	64.0%	
TAXES	\$ 45,280	\$ 45,280	\$ 33,370	\$ 34,070	75.2%	
MISC EXPENSES						
Dues & Subscriptions	\$ 46,093	\$ 58,843	\$ 37,679	\$ 50,648	86.1%	
Media Advertising	\$ 50,000	\$ 37,476	\$ 11,602	\$ 29,862	79.7%	
Employee Incentive Program	\$ 15,892	\$ 10,992	\$ 11,145	\$ 8,492	77.3%	
Training	\$ 45,615	\$ 48,615	\$ 28,690	\$ 16,164	33.2%	
Travel & Local Meetings	\$ 74,354	\$ 66,564	\$ 49,972	\$ 34,722	52.2%	
Other Misc Expenses	\$ 13,500	\$ 10,600	\$ 14,447	\$ 11,142	105.1%	See Note 18
	\$ 245,454	\$ 233,090	\$ 153,534	\$ 151,029	64.8%	
OTHER EXPENSES						
Leases & Rentals	\$ 566,298	\$ 570,729	\$ 493,236	\$ 517,054	90.6%	
Transfer to Capital	\$ -	\$ -	\$ 300,835	\$ -	0.0%	
Pass Through Programs	\$ -	\$ -	\$ 27,000	\$ -	0.0%	
	\$ 566,298	\$ 570,729	\$ 821,071	\$ 517,054	90.6%	
Total Operating Expense	\$ 31,682,000	\$ 30,849,000	\$ 23,775,479	\$ 25,862,694	83.8%	

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

CAPITAL PROJECTS	Program Budget	Expended in May	YTD Expended
Grant Funded Projects			
Consolidated Operating Facility	\$ 7,948,083	\$ 5,559	\$ 176,654
Urban Bus Replacement	\$ 8,246,472		\$ 23,020
Engine Reoover Proiect	\$ 3,037,000		\$ 2,335,867
ADA Paratransit Vehicles	\$ 149,000		\$ 143,236
Computer System	\$ 115,000		
CNG Facilities for SCM, Ops	\$ 632,000	\$ 20,671	\$ 118,148
Farebox Replacement (CO)	\$ 60,000		\$ 63,751
Metro Center Renovation Project	\$ 200,000		
	\$ 20,387,555		
District Funded Projects			
Bus Stop Improvements	\$ 375,622		\$ 54,118
ADA Recertification Program	\$ 65,000		\$ 788
Ridecheck Upgrade Proiect	\$		
Facilities Repair & Improvements	\$ 229,950	\$ 44,995	\$ 221,651
Machinery/Equipment Repair/Impr	\$ 66,500		\$ 52,728
Non-Revenue Vehicle Replacement	\$ 54,000		\$ 54,644
Office Equipment	\$ 5,000		\$ 3,179
IT Projects	\$ 90,000		\$ 33,091
Automated Telephone Info System	\$ 35,000		
Foothill Bus Improvements	\$ 85,143		
SVTC Tenant Improvements	\$		
Metro Center Improvements	\$ 50,000		
Reserve for CNG Conversion	\$ -		
Contingency for District Funded Projects	\$ 1,070		
Transfer to Operating Budget	\$ 848,280		
	\$ 1,905,565		
TOTAL CAPITAL PROJECTS	\$ 22,293,119	\$ 71,225	\$ 3,280,875
CAPITAL FUNDING SOURCES			
	Budget	Received in May	YTD Received
Federal Capital Grants	\$ 14,561,939		\$ 411,772
State Capital Grants	\$ 200,000	\$ -	\$ -
STA Funding	\$ 1,407,650	\$ -	\$ 703,825
Local Capital Grants	\$ 719,631		\$ 10,161
District Reserves	\$ 5,155,399	\$ 71,225	\$ 2,155,117
Transfer from Bus Stop Improvement Reserve	\$ 248,500	\$ -	\$ -
TOTAL CAPITAL FUNDING	\$ 22,293,119	\$ 71,225	\$ 3,280,875

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT

1. Passenger fares (farebox and pass sales) are \$17,056 or 0.6% over the revised budget amount for the year to date. Paratransit fares are \$8,721 or 5% under budget for the period due to fewer rides for the year to date than projected. Special transit fares (contracts) are \$35,861 or 2% under the budgeted amount. UCSC revenue is \$32,098 or 2% under budget for the year to date and Cabrillo College revenue is \$12,234 or 7% under budget. Highway 17 Express revenue is \$3,243 or 0.4% under the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first eleven months of the fiscal year by a net \$30,769 or 0.5%.
2. Non-transportation revenue is \$47,008 over budget largely due to a refund from Community Bridges for overcharges in the last fiscal year in the amount of \$36,268, and a class action settlement in the amount of \$2,451.
3. Sales tax income is \$195,900 under budget due to lower advance payments for the last quarter of the fiscal year.
4. The TDA fund allocation is \$320,787 under budget since the full quarterly payment could not be made by the Transportation Commission in May. The balance was paid in June when the Commission received additional funds from the State, and will be reflected in next month's budget status report.
5. Human Resources personnel expense is at 95.7% of the budget since the budget was reduced in February to reflect staff vacancies from January forward, and a large vacation payoff was made which will be reconciled at year end.
6. Paratransit program personnel expense is at zero for the year-to-date since program staff were not hired until the end of the fiscal year.
7. Bus Operator expense is at 92.3% of the budget because some June health insurance premium payments were included in this month's report.
8. Retired employee benefits is at 102.8% of the budget due to more employees retiring during the year than projected, and because some June health insurance premium payments were included in this month's report.
9. Paratransit program expense is only at 67.2% of the budget because the April and May billing information was not available by the report deadline and no paratransit personnel costs have been incurred to date.
10. 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.
11. Operators' overtime is at 100% of the budget due to extensive employee medical absences. Overall, Bus Operator payroll expense is within budget.

12. Medical insurance and vision insurance expense is almost at 100% because the June premium payments are included in this month's report.
13. State unemployment insurance is at 96.3% of the budget because more employees were hired during the year than anticipated..
14. Fuels and lubricants are only at 63.1% of the budget due to low diesel prices for the year to date.
15. Tires and tubes expense is at 93% of the budget due to periodic purchases.
16. Revenue vehicle parts expense is at 95% of the budget due to necessary purchases to keep the fleet operational.
17. 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.
18. Other miscellaneous expense is at 105.1% of the budget or \$542 over budget due to the write-off of bad debts.

**FY 00-01 BUDGET TRANSFERS
6/1/02-6/30/02**

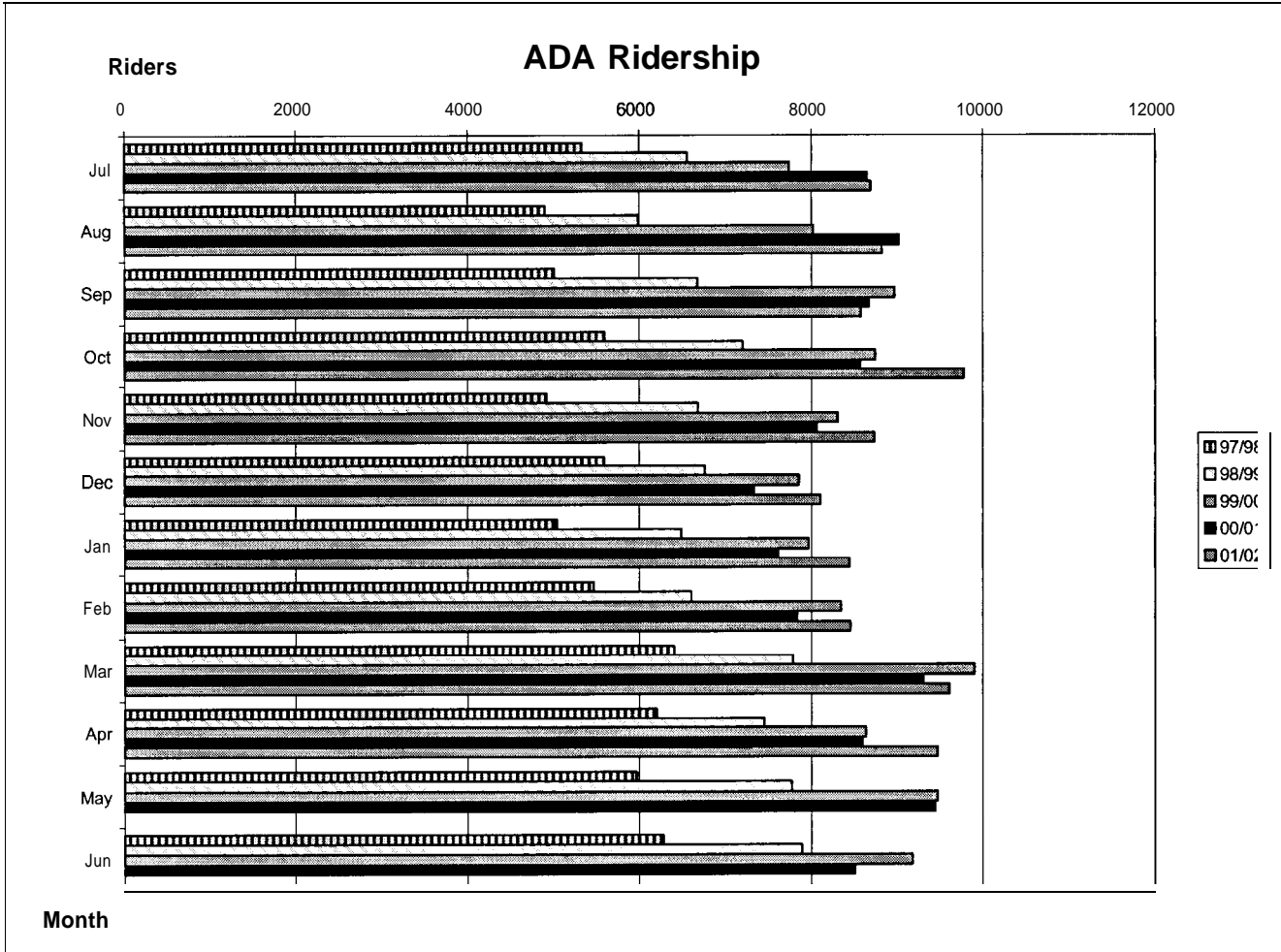
	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 02-054			
TRANSFER FROM:	50501 I-4100	Gas & Electric	\$ (13,000)
TRANSFER TO:	505011-1100	Gas & Electric	\$ 7,000
	50501 I-3200	Gas & Electric	\$ 6,000
			<u>\$ 13,000</u>
REASON:	To cover account overruns in the Administration and Operations Departments.		
TRANSFER # 02-055			
TRANSFER FROM:	503352-3200	Equipment Repair - Out	\$ (100)
TRANSFER TO:	503162-3200	Uniforms & Laundry	\$ 100
REASON:	To cover account overruns in the Operations Department.		
TRANSFER # 02-056			
TRANSFER FROM:	50401 I-41 00	Fuels & Lubricants	\$ (5,700)
TRANSFER TO:	503162-4100	Uniforms & Laundry	\$ 5,700
REASON:	To cover account overruns and expected expenditures for the remainder of the fiscal year for Fleet Maintenance.		
TRANSFER # 02-057			
TRANSFER FROM:	501021-1300	Other Salaries	\$ (20,000)
	503031-I 300	Professional/Technical & Fees	\$ (1,827)
	504311-1300	Office Supplies	\$ (631)
			<u>\$ (22,458)</u>
TRANSFER TO:	503041-I 300	Temporary Help	\$ 20,000
	503225-I 300	Graphic Services	\$ 1,827
	512061-1300	Equipment Rental	631
			<u>\$ 22,458</u>
REASON:	To cover account overruns for the remainder of the fiscal year for the Planning & Marketing Department.		
TRANSFER # 02-058			
TRANSFER FROM:	509127-I 100	Board Fees	\$ (1,400)
TRANSFER TO:	503221-1100	Classified/Legal Ads	\$ 1,400
REASON:	To cover expected expenditures for the remainder of the fiscal year for the Administration Department.		
TRANSFER # 02-059			
TRANSFER FROM:	503041-I 500	Temporary Help	\$ (324)
TRANSFER TO:	505031-I 500	Telecommunications	\$ 324
REASON:	To cover account overruns and expected expenditures in the IT Department for the remainder of the fiscal year.		

**FY 00-01 BUDGET TRANSFERS
6/1/02-6/30/02**

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 02-060			
TRANSFER FROM:	50101 I-3300	Bus Operator Pay	\$ (54,000)
TRANSFER TO:	501013-3300	Bus Operator Overtime	\$ 54,000
REASON:	To cover overrun in Bus Operator overtime.		
TRANSFER # 02-061			
TRANSFER FROM:	503041-I 100	Temporary Help	\$ (126)
TRANSFER TO:	504215-1100	Printing	\$ 126
REASON:	To cover account overrun in Administration.		

**ADA ParaCruz Program
Monthly Status Report**

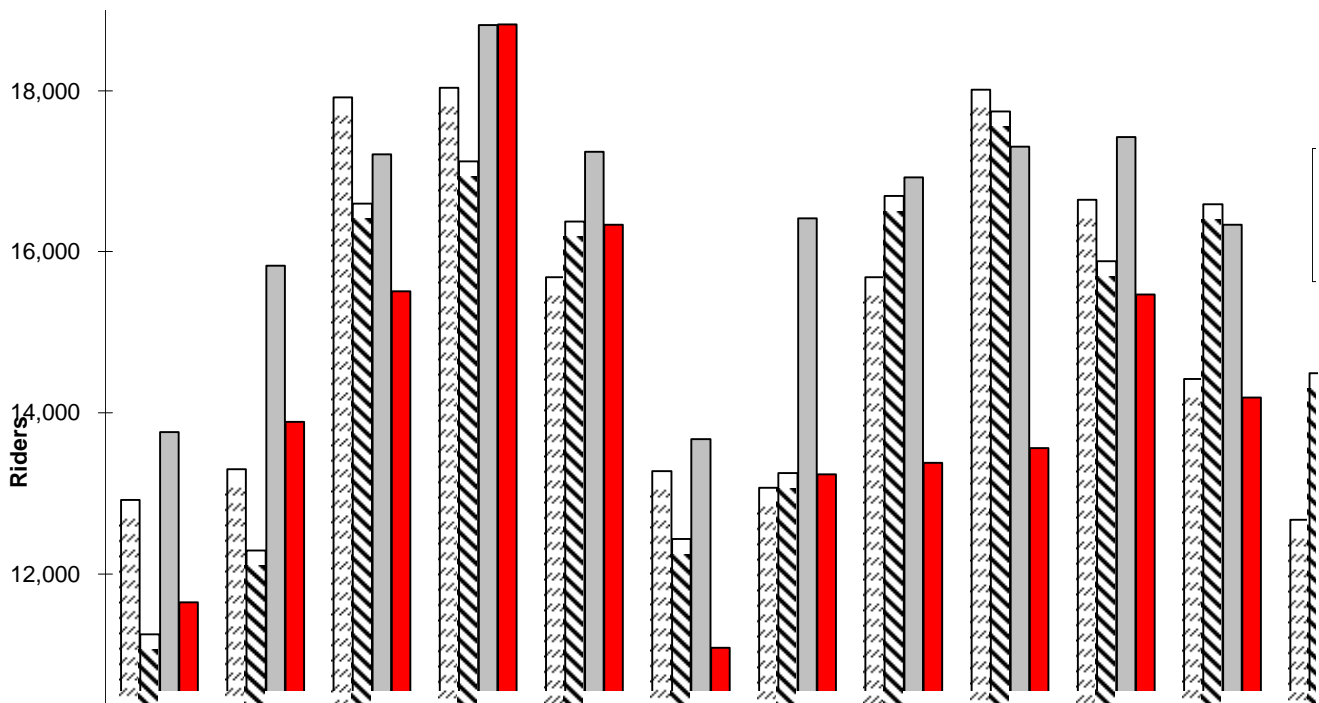
	This April	Last April	% Change	This YTD	Last YTD	% Change
Cost	\$ 240,583	\$ 220,717	9.0%	\$2,214,163	\$ 1,953,559	13.3%
Revenue	\$18,924	\$18,592	1.8%	\$177,240	\$167,172	6.0%
Subsidy	\$221,659	\$202,125	9.7%	\$2,036,923	\$1,786,387	14.0%
Passengers	9,462	9,296	1.8%	88,620	83,586	6.0%
Cost/Ride	\$25.43	\$23.74	7.7%	\$24.98	\$ 23.37	7.5%
Subsidy/Ride	\$23.43	\$21.74	7.7%	\$22.98	\$21.37	7.5%
Operating Ratio	7.9%	8.4%	-6.6%	8.0%	8.6%	-6.5%
% Rides on Taxi	67.2%	67.2%	0.0%	68.0%	67.7%	0.4%
Program Registrants	9,173	8,415	9.0%	9,173	8,415	9.0%
Rides/Registrant	1.0315	1.1047	-6.6%	9.6610	9.9330	-2.7%



HIGHWAY 17 - MAY 2002

	May			YTD	
	2001/02	2000/01	%	2001/02	2000/01
CTIAL					
Cost	\$ 116,507	\$ 116,507	0.0%	\$ 1,233,913	\$ 1,175,658
Farebox	\$ 34,852	\$ 34,713	0.4%	\$ 369,103	\$ 394,397
Operating Deficit	\$ 78,868	\$ 78,335	0.7%	\$ 838,818	\$ 758,126
Santa Clara Subsidy	\$ 39,434	\$ 39,167	0.7%	\$ 419,409	\$ 379,063
METRO Subsidy	\$ 39,434	\$ 39,167	0.7%	\$ 419,409	\$ 379,063
San Jose State Subsidy	\$ 2,787	\$ 3,459	(19.4%)	\$ 25,992	\$ 23,135
STICS					
Passengers	14,002	16,148	(13.3%)	155,051	178,846
Revenue Miles	32,918	32,918	0.0%	351,619	350,123
Revenue Hours	1,280	1,280	(0.0%)	13,675	13,616
ACTIVITY					
Cost/Passenger	\$ 8.32	\$ 7.21	15.3%	\$ 7.96	\$ 6.57
Revenue/Passenger	\$ 2.49	\$ 2.15	15.8%	\$ 2.38	\$ 2.21
Subsidy/Passenger	\$ 5.83	\$ 5.07	15.1%	\$ 5.58	\$ 4.37
Passengers/Mile	0.43	0.49	(13.3%)	0.44	0.51
Passengers/Hour	10.94	12.61	(13.3%)	11.34	13.13
Recovery Ratio	29.9%	29.8%	0.4%	29.9%	33.5%

HIGHWAY 17 RIDERSHIP



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student billable trips for May 2002 increased by 5.5% versus May 2001. Year to date student billable trips have increased by 11.4%.
- Faculty / staff billable trips for May 2002 decreased by (16.7) versus May 2001. Year to date faculty / staff billable trips have increased by 6.7%. May 2001 had the highest faculty / staff ridership since records have been kept. TAPS and District staff did not have an explanation for the unusually high ridership for May 2001.
- Revenue received from UCSC for May 2002 was \$162,434 versus \$156,566 a 3.7% increase.

III. DISCUSSION

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

- Student billable trips for the month of May 2002 were 167,430 vs. 158,721 for May 2001 an increase of 5.5%.
- Faculty / staff billable trips for the month of May 2002 were 11,248 vs. 13,502 for May 2001 an decrease of (16.7)%. May 2001 had the highest faculty / staff ridership since records have been kept. TAPS and District staff do not have an explanation for the unusually high ridership for the May 2001. Detailed records have been kept since July 1996.
- Year to date Student billable trips increased by 11.4% and faculty / staff billable trips increased by 6.7%.
- In May 2002 the charge for service was \$162,434. The charge for May 2001 was \$156,566. This represents a 3.7% increase in revenue for May 2002 versus May 2001.

IV. FINANCIAL CONSIDERATIONS

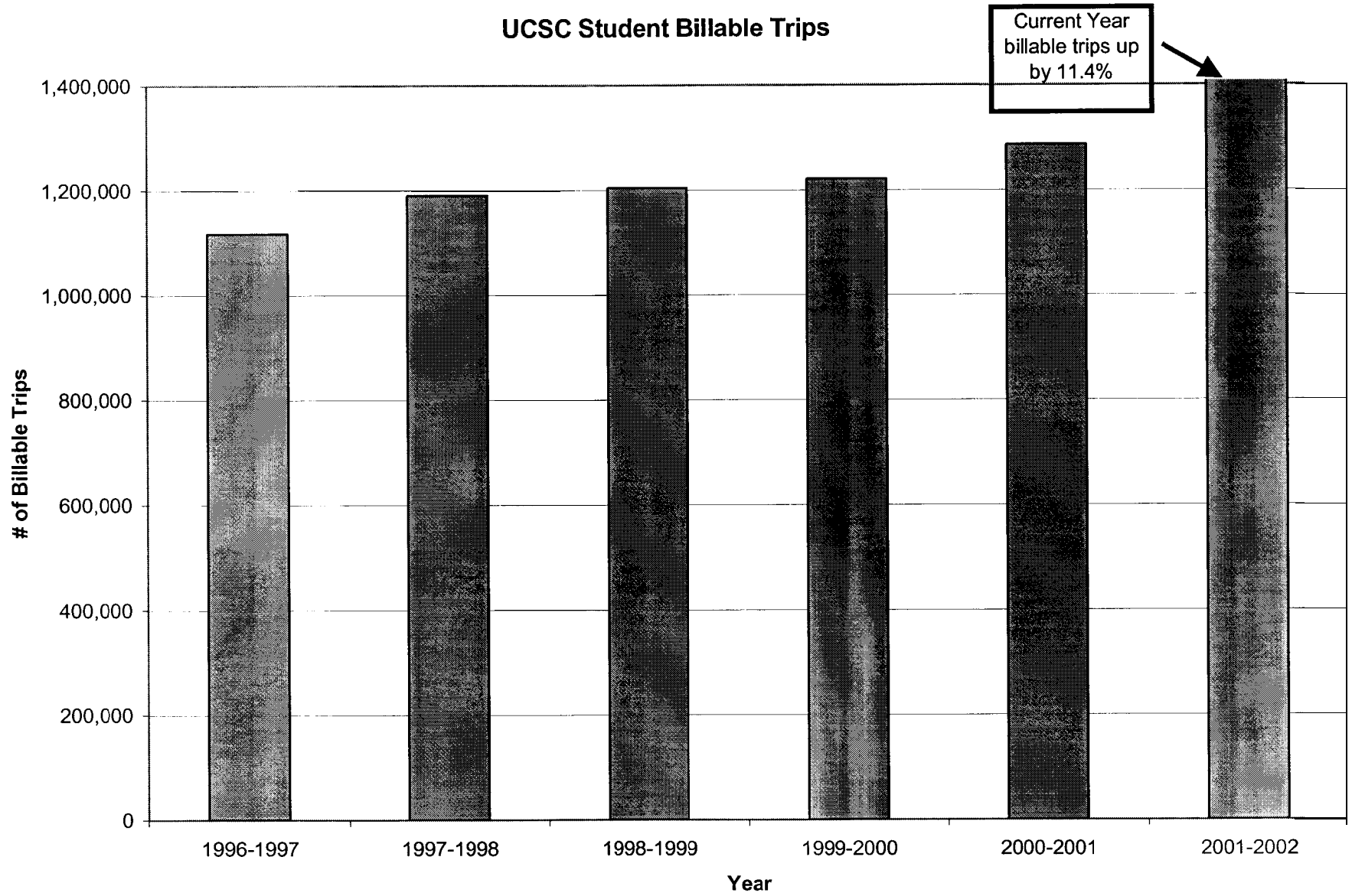
NONE

V. ATTACHMENTS

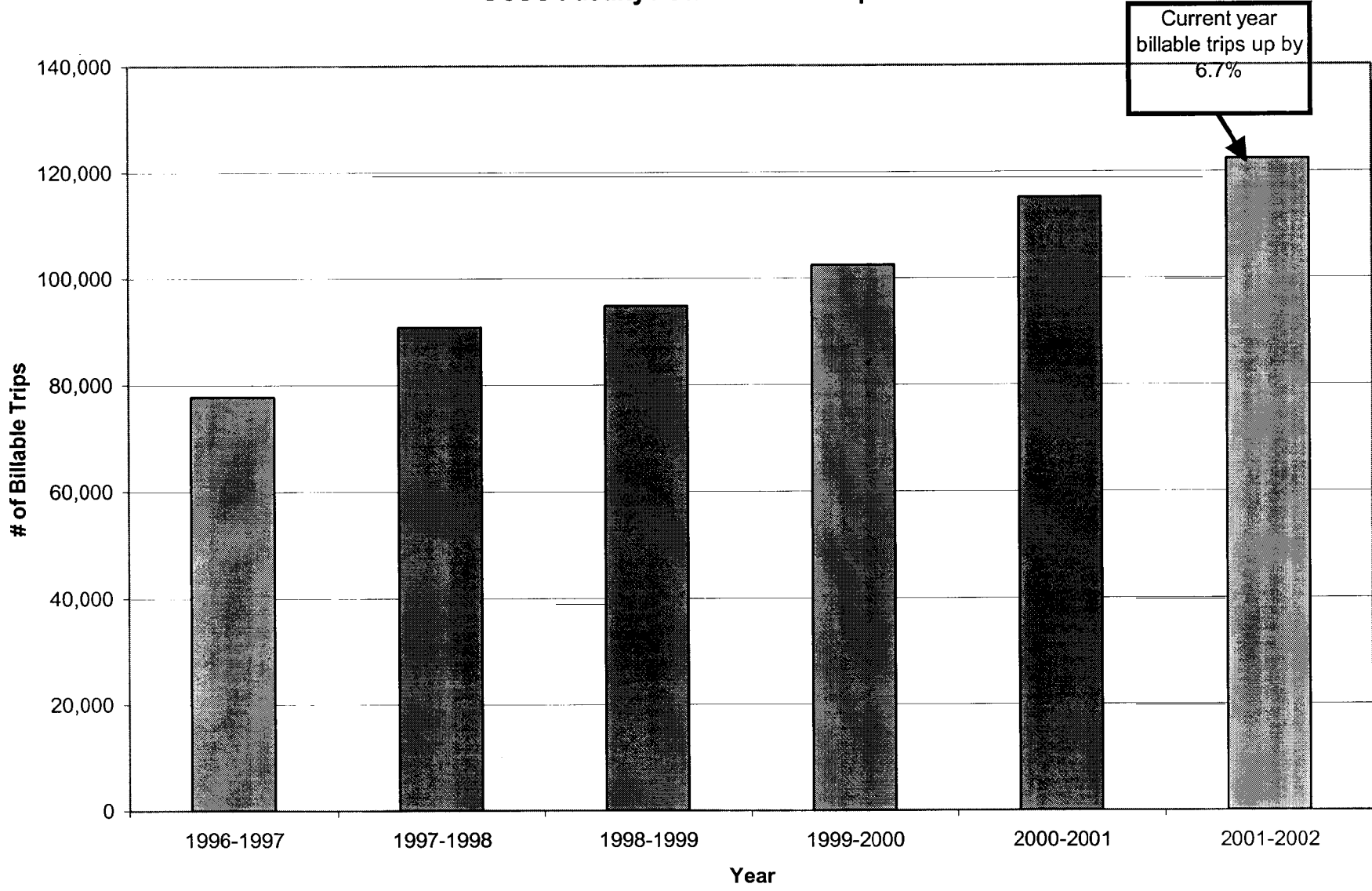
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: METROBASE PROJECT STATUS REPORT

I. RECOMMENDED ACTION

That the Board of Directors accept the status report on the Metrobase Project.

II. SUMMARY OF ISSUES

- The Metrobase Project is currently seven (7) years behind schedule for implementation.
- On April 19, 2002 the Board of Directors selected the Harvey West Cluster No. 1 Option as the preferred alternative for the Environmental Impact Report (EIR).
- On May 17, 2002 the Board of Directors adopted a revised project schedule and requested that project status reports be included in the Board packet each month.
- On June 21, 2002 the first status report was included in the Board materials and reflected that the scheduled activities were conducted on time in accordance with the adopted schedule.
- During the time period June 21, 2002 - July 26, 2002 all actions identified in the adopted schedule have taken place on time.
- During the time period June 21, 2002-July 26,2002 the Board of Directors eliminated the property owned by Plantronics from consideration as a possible capacity enhancement site.
- During the time period June 21, 2002 - July 26, 2002 METRO was notified that \$1,721,822 in federal funds earmarked for the Metrobase Project would lapse unless redirected to another project that could be obligated by September 30, 2002.

III. DISCUSSION

The 1989 Loma Prieta earthquake severely damaged the operating facilities at METRO. The Watsonville Operating Base was damaged to the degree that it became inoperable and the Santa Cruz Operating Base lost all fueling capability. From that time to the present , METRO has pursued the goal of constructing replacement facilities which would restore cost effective maintenance and operations functions. METRO has pursued a consolidated facility approach in order to achieve the maximum level of operating efficiency on a long-term basis. The use of a consolidated or closely clustered approach will achieve significant savings for METRO which

can be used to restore and expand service levels. The original schedule, developed for the construction of replacement facilities, identified 1995 as the target year for implementation. Unfortunately, the Metrobase Project has suffered a number of setbacks over the past few years and is currently approximately seven (7) years behind schedule.

On April 19, 2002 the Board of Directors adopted a designation of the Harvey West Cluster No. 1 Option as the preferred alternative for the purposes of continuing the Environmental Impact Report process on the Metrobase Project. This is the third site to be designated as the preferred alternative.

On May 17, 2002 the Board of Directors adopted a revised project schedule (Attachment A) and requested that a status report be provided to the Board each meeting so that any schedule slippage would be apparent immediately. The first monthly status report was provided to the Board on June 21, 2002.

During the time period from June 21, 2002 and July 26, 2002, all actions identified in the project schedule have taken place on time. On June 21, 2002 the Board of Directors removed the property owned by Plantronics from further consideration as a potential capacity enhancement option. During the referenced time frame METRO was notified that \$1,721,822 in federal funds earmarked for the Metrobase would lapse unless they could be obligated by September 30, 2002. As the EIR will not be completed until December 2002, it became necessary to request permission to transfer the earmarked funds to another project which could move forward. Currently, the Metrobase Project has lost \$7,800,000 in State Transportation Improvement Program funds and now \$1,721,822 in earmarked federal funds. The loss of funding for the project is a result of the delays which the project has experienced.

METRO staff will continue to monitor the progress of the Metrobase Project with regard to the items contained on the project schedule which addresses the Harvey West No. 1 Option. Staff will also monitor the continuing loss of funding for the project. Additionally, the next progress report will include a status of the evaluation of potential sites for capacity enhancement.

IV. FINANCIAL CONSIDERATIONS

Currently, the Metrobase Project has lost \$9,521,822 in funding due to lack of progress in implementation.

V. ATTACHMENTS

Attachment A: Metrobase Project Schedule

MetroBase Project Schedule

MetroBase HW 1 Cluster Alternative Revised Schedule	
Task	Date
FFIR Completed and Accepted by Board of Directors	April 19, 2002
Board of Directors Amends Preferred Alternative Designation	April 19, 2002
Circulate Notice of Preparation/Notice of Intent (30 days)	April 30, 2002
Scoping Meeting	May 22, 2002
NOP/NOI Circulation Period Ends	May 30, 2002
Receive All Project information from SCMTD & Architect	June 1, 2002
Submit Administrative Draft EIR/EIS	July 15, 2002
Review of ADEIR/EIS by SCMTD Complete	August 9, 2002
Submit Screen-Check ADEIR/EIS to SCMTD	August 16, 2002
Review of Screen-Check ADEIR/EIS Complete	August 19, 2002
Start 45-Day Review Period	August 20, 2002
DEIR Review Period Ends	October 11, 2002
Submit Administrative Responses to Comments to SCMTD	November 4, 2002
Review of Admin Responses Complete	November 25, 2002
Circulate Responses (10 days)	December 9, 2002
End Circulation Period	December 19, 2002
Certify Final EIR	December 20, 2002
ROW Acquisition Actions Commence	January 1, 2003
Final Design and Engineering Activities Commence	January 1, 2003
Draft Construction Specifications Circulated	May 1, 2003
Board of Directors Approves Construction Specifications	May 16, 2003

MetroBase Project Schedule

Request for Construction Bids Issued	May 16, 2003
Pre Bid Meeting Held	June 10, 2003
Final Bid Documents Issued	June 24, 2003
Construction Bid Received	August 15, 2003
Construction Bids Evaluated	August 15, 2003- August 29, 2003
ROW Acquisition Completed	September 1, 2003
Board of Directors Award Construction Contracts	September 19, 2003
Groundbreaking	October 10, 2003
Construction Begins	November 3, 2003
Fueling System Operational and online	May 17, 2005
Fleet Maintenance Function Complete and online	June 20, 2005
Operations Function Complete and online	July 18, 2005
Facility Maintenance Complete and online	August 15, 2005
Phase I Construction Complete	October 21, 2005

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF CALL STOP AUDIT REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits to determine the effectiveness of the call stop retraining which occurred in December 2001.
- Staff contracted with Mr. Emillo Martinez, a private investigator, to conduct the audit. The audit was conducted during the months of April and May 2002.
- Mr. Martinez reported that of he 194 call stops observed, 186 were successfully completed. That translates to a 96% call stop compliance rate.

III. DISCUSSION

At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits to determine the effectiveness of the call stop refresher training conducted in December 2001.

Staff contracted with Mr. Emillo Martinez a private investigator for the call stop audits. Mr. Martinez was authorized 100 hours to conduct a survey at a cost of \$5,000.00.

Mr. Martinez conducted the call stop compliance audit during the month of April and May 2002. The results are as follows:

Call Stops observed	194
Call stops announced	186
Call stops not announced	8
Percent of call stops completed	96%
Percent of call stops not completed	4%

Mr. Martinez audited trips on the following routes:
2,3A,3B,4,7,10,15,16,19,52,59,63,65,66,67,69W,71,72,79 and 91.

Staff initiated the Board approved disciplinary program as it relates to the bus operator who was found not to be in compliance with District policy,

IV. FINANCIAL CONSIDERATIONS

Randomly conducted call stop compliance audits cost approximately \$20,000 per year.

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDER RENEWING THE HARTFORD INSURANCE POLICY FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to renew the insurance policy with The Hartford for one (1) additional year for employee life and accidental death and dismemberment insurance.

II. SUMMARY OF ISSUES

- The District issued a request for proposal (#99-31) for employee life and accidental death and dismemberment insurance on June 6, 2000.
- Three proposals were received and evaluated. The Board authorized the General Manager to execute a contract with The Hartford for a two-year period.
- Contracts were prepared and mailed to The Hartford for signature. District was informed by the legal department of The Hartford that the insurance policy, the policy of incorporation, the application and the premium constituted a complete and entire agreement between the parties and that The Hartford would not be signing the District prepared contract.
- District Human Resources Manager has reviewed the circumstances and concluded that the insurance policy offered by The Hartford was providing the insurance coverages meeting all the requirements of the request for proposal.
- The Hartford has indicated that they are interested in extending the existing policy for an additional year with no change in the rates of compensation.

III. DISCUSSION

The District issued a request for proposal (#99-31) for employee life and accidental death and dismemberment insurance on June 6, 2000. Three proposals were received and evaluated with a recommendation to the Board that a two-year contract for said insurance be established with The Hartford. Contracts were prepared and mailed to The Hartford for signature. District was informed by the legal department of The Hartford that the insurance policy, the policy of incorporation, the application and the premium constituted a complete and entire agreement between the parties and that The Hartford would not be signing the District prepared contract.

District Human Resources Manager has reviewed the circumstances and concluded that the insurance policy offered by The Hartford was providing the insurance coverages meeting all the requirements of the request for proposal.

The District's current insurance policy with The Hartford for employee life and accidental death and dismemberment insurance is due to expire on July 31, 2002. The Hartford has reviewed the current policy and has indicated their desire to extend the policy one additional year with no change in the rates of compensation. An extension of the policy would be advantageous to the District. It is recommended that the Board of Directors authorize the General Manager to renew the insurance policy with The Hartford to extend the insurance policy for one (1) additional year with no change in the rates of compensation.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Letter from The Hartford



June 13, 2002

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

RE: Hartford Group Life Policy #034504
Hartford Accident Policy #57-ADD-8424

Dear Mr Longnecker:

The renewal for Santa Cruz Metropolitan Transit District has been completed for an August 1, 2002 effective date. We are happy to advise that current rates for all lines of coverage will be continued until August 1, 2003. Please note the rates will remain as follows:

Coverage Current Rate/Renewal Rate as of 8/1/02

Basic Life: \$0.43 per \$1000
Basic AD&D: \$0.04 per \$1000

Supplemental Life (employee):

Under 30: \$0.09 per \$1000
30-34: \$0.10 per \$1000
35-39: \$0.14 per \$1000
40-44: \$0.24 per \$1000
45-49: \$0.39 per \$1000
50-54: \$0.63 per \$1000
55-59: \$1.04 per \$1000
60-64: \$1.29 per \$1000
65-69: \$2.02 per \$1000
Over 70: \$3.54 per \$1000

SR AD&D: \$0.054 per \$1000

Mr. Longnecker, the Santa Cruz Metropolitan Transit District is a valued policyholder and we appreciate your business. We look forward to continuing to serve your benefit needs in the years to come. Should you have any questions about this renewal or if you would like to discuss additional benefit offerings, please feel free to contact me at 415-836-4908.

Best Regards,

Stacy Arasato
Stacy Arasato
Account Manager
Group Benefits Division

Group Sales
San Francisco Regional Office
33 New Montgomery Street
P.O. Box 3615
San Francisco, CA 94119-9971
Telephone 4 15 836 4950
Toll Free 1 800 426 9701
Facsimile 415 836 4942

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Robyn Slater, Interim 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEAR

None

FIFTEEN YEARS

None

TWENTY YEARS

Douglas A. Center, Bus Operator
Olivia Diaz, Ticket & Pass Program Specialist

TWENTY-FIVE YEARS

Fred Dakiwag, Vehicle Service Worker II

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 12, 2002

TO: Board of Directors

FROM: Elisabeth Ross, Finance Manager

SUBJECT: FINAL RESOLUTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE SECTION 21354.4 (2.5% @ 55 FULL FORMULA) AND SECTION 21022 (PUBLIC SERVICE CREDIT FOR PERIODS OF LAYOFF)

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the final resolution to approve an amendment to the CalPERS contract to provide Section 21354.4 (2.5% @ 55 Full Formula) and Section 21022 (Public Service Credit for Periods of Layoff).

II. SUMMARY OF ISSUES

- At the meeting of June 14, 2002, the Board of Directors adopted the resolution of intention to approve an amendment to the CalPERS contract to change the formula and add public service credit for periods of layoff.
- The results of the employee election for approval of the formula change were overwhelmingly in favor of the change.
- The final step in the process is adoption of the final resolution amending the CalPERS contract.

III. DISCUSSION

As the last step in the approval process for offering an improved retirement formula, the Board is required by CalPERS to adopt the final resolution amending the contract with CalPERS for the new formula. Employees voted on the new formula during June, and approved the increase in their employee share from 7% to 8%, of which they will pay the additional one per cent by payroll deduction.

The secret ballot election results were as follows:

231 Yes Votes
24 No Votes
318 Total Employees Eligible to Vote
80% Turnout

The formula change will be effective on July 18, 2002, the first day of the first pay period following final approval by the Board of Directors.

Several employees have already submitted letters of intent to retire between July 18, 2002, and August 31, 2002, pending final approval by the Board of Directors. Upon their separation from the District, laid-off employees will be called back to service, depending upon the job classification of the retiring employees.

IV. FINANCIAL CONSIDERATIONS

The employer contribution for FY 02-03 will remain at zero for the 2.5% @ 55 formula. The 2.5% @ 55 formula is estimated to increase the District's employer rate by 1.3% per year in FY 03-04 or approximately \$230,000.

Any employee who wishes to utilize the service credit for periods of layoff must purchase the service credit. There is no cost to the District other than a possible minimal incremental increase in monthly pension payments for participating employees.

V. ATTACHMENTS

Attachment A: Final Resolution to Approve an Amendment to the CalPERS Contract to Provide Section 21354.4 (2.5% @ 55 Full Formula) and Section 21022 (Public Service Credit for Periods of Layoff)

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT

No. _____

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the Santa Cruz Metropolitan Transit District entered into a contract effective on March 1, 1976 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this _____ day of _____,

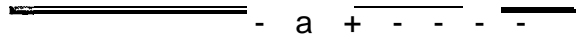
Presiding Officer

Attest:

Clerk/Secretary



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, December 1, 1995 and October 20, 2001 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 October 20, 2001, 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.

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 21354.4 of said Retirement Law (2.5% @ 55 Full).

[Note that a future legislative proposal is being considered which could amend Government Code Section 21354.4 to make the 2.5% at 55 benefit formula applicable to both active members and inactive members who have not yet retired. If enacted, this amendment could have an effect on your agency's actuarial valuation and employer contribution rates in future years.]
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.
 - f. Section 21022 (Public Service Credit for Periods of Lay-Off).
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

BOARD OF DIRECTORS
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

BY _____
KENNETH W. MARZION, CHIEF
ACTUARIAL & EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 12, 2002
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER AMENDING THERMOKING BLANKET PURCHASE ORDER

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute a revision to the blanket purchase order with Thermoking to add an additional \$5,806 to the blanket purchase order for expenditures during the month of June.

II. SUMMARY OF ISSUES

- On July 1, 2001, the District established an annual blanket purchase order with Thermoking for the purchase of air conditioning parts, supplies and service as required.
- The District had estimated the annual expenditure to be less than \$25,000.
- Actual expenditures exceeded this estimate during the last month of the fiscal year.

III. DISCUSSION

At the beginning of last fiscal year, the District established an annual blanket purchase order with Thermoking for the purchase of air conditioning parts, supplies and service as required. The estimated annual expenditure for this order was less than \$25,000. During the month of June expenditures exceeded the purchase order amount by \$5,806. The new purchase order total will exceed \$25,000 requiring Board approval for this additional funding to pay for materials received. It is recommended that the Board of Directors authorize the General Manager to execute a revision to the blanket purchase order with Thermoking for an additional \$5,806.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Fleet Maintenance budget for this purchase order revision.

V. ATTACHMENTS

None



BILL TO: 370 ENCINAL ST., STE. 100
SANTA CRUZ, CA 95060
(831) 426-6080

PURCHASE ORDER

P. O. NUMBER 220085-L

DATE ORDERED Jun 20, 2001 1 of 1 page(s)

VENDOR: THERMOKING
1144 TERVEN AVE.
SALINAS, CA 93901

SHIP TO: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
138 GOLF CLUB DRIVE
SANTA CRUZ CA 95060
(831) 429-6218

VENDOR NO. 1800 DESCRIPTION 10003 P#422-5792 11689

DATE ENTERED	DEPARTMENT NUMBER	SHIP VIA	PRIORITY	F.O.B.	SHIP BY DATE	TERMS	
Jun 20, 2001	4100			Dest	Jul 20, 2001	Net 45	
LINE NO.	ITEM NUMBER	DESCRIPTION	ACCOUNT NUMBER	QUANTITY	U/M	UNIT COST	EXTENDED COST
1	THERMOKING (SALINAS)	BLANKET PURCHASE ORDER FOR: PARTS AND LABOR AS REQUIRED TO MAINTAIN AND REPAIR AIR CONDITIONING SYSTEMS ON ALL DISTRICT REVENUE VEHICLES. EFF: 7-1-01; EXP: 6-30-02 NOT TO EXCEED: \$24,999.00	503353	1	LOT	24,999.00	24,999.00
2	THERMOKING (SALINAS)	NOTE: IF ANY ADDITIONAL INFORMATION IS REQUIRED ABOUT THIS ORDER PLEASE CALL RAY SCARGILL AT (831)469-1960.	503353	1	LOT	\$.00	\$.00
3	REVISION 7-12-02	PARTS TO REPAIR A/C. REFERENCE INVOICES 22535 AND 22578.	504191	1	LOT	1,995.00	1,995.00
4	REVISION 7-12-02	PARTS RECEIVED 6-5 AND 6-13 RESPECTIVELY REPAIRS TO VEHICLES 9832, 9831 AND TWO INVOICES FOR 8107. INVOICES ARE 100194, 100328, 100474, 100695 ALL WORK WAS DONE IN FY 2001-02 DURING THE MONTH OF JUNE, 2002	503353	1	LOT	3,811.00	3,811.00

DISPLACE ORDER NOT VALID WITHOUT AUTHORIZED SIGNATURE.
PURCHASE ORDER NO. VALID ONLY WITH AUTHORIZED SIGNATURE.

VENDOR'S INSTRUCTIONS: SHIP PREPAID. BILL IN TRIPPLICATE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, & CORRESPONDENCE. RECEIVING HOURS 8:00-12:00 / 1:00-4:00 WEEKDAYS.

- CONFIRMING ORDER
- ORIGINAL ORDER
- CHANGE ORDER

SUB-TOTAL 30,805.00
SALES TAX .00
SHIPPING .00

TOTAL 30,805.00

SEE REVERSE SIDE ALSO.

VENDOR COPY

APPLIED GRAPHICS, INC. - MONTELEONE - (801) 313-3224

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 12, 2002

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION OF CHANGE ORDER TO CHANCE COACH INC.
CONTRACT FOR CNG TROLLEY BUS**

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to execute a Change Order with Chance Coach for the production of one (1) CNG Trolley Bus.

II. SUMMARY OF ISSUES

- In February of this year the Board authorized a contract with Chance Coach for the production of one (1) CNG Trolley Bus.
- The cost of the Trolley Bus was \$339,601 before taxes.
- As a result of a Pre-Production inspection visit to the manufacturing plant, District staff is recommending a Change Order that will reduce the price of the CNG Trolley by \$2,066.
- Estimated delivery of the CNG Trolley is in early October 2002.

III. DISCUSSION

In February of 2002 the Santa Cruz Metro Board of Directors authorized the purchase of a CNG Trolley vehicle. Attachment A is a picture of the type of vehicle being purchased. The City of Santa Cruz has committed to provide the local match for the vehicle, with the District providing the 80% federal funds for the purchase. The District is utilizing a contract from the Central Oklahoma Transportation and Parking Authority to purchase the vehicle, an arrangement similar to the recent purchase of eight (8) CNG buses.

After a Pre-Production visit to the plant in Wichita, Kansas, district staff is recommending a series of changes to the contract. The net impact of these changes is to reduce the pre-tax price of the bus from \$339,601 to \$337,535, a savings of \$2,066. The summary of these changes is shown in Attachment B.

The estimated delivery date for the CNG Trolley vehicle will be early October 2002.

IV. FINANCIAL CONSIDERATIONS

The financial impact of this Change Order is to reduce the price of the CNG Trolley before taxes by \$2,066.

V. ATTACHMENTS

- | | |
|---------------------|---------------------------------|
| Attachment A | Picture of Trolley Type Vehicle |
| Attachment B | Summary of Change Order #1 |

ATTACHMENT A



ATTACHMENT B

**CHANGE ORDER #1
PURCHASE OF CNG TROLLEY BUS**

Item	Price	Credit
Add B300R transmission with Retarder	\$ 3,174	
Add CD to Public Address System	\$ 89	
Delete Headset mic		\$ (256)
Add Conductor mic on 10' cord	\$ 50	
Add Rossbro slide tray with remote GFI keypad	\$ 1,434	
Delete GFI farebox		\$ (10,663)
Add Innocom info center	\$ 227	
Delete Chance Public Notice Holder		\$ (44)
Delete AMSECO slide bar W/C securement		\$ (1,343)
Add Q-straint Deluxe W/C securement	\$ -	
Add Radio antenna Motorola RRA4738A	\$ 582	
Credit for base antenna		\$ (102)
Add Wood paneling on lower skirts	\$ 1,229	
Add Probalizer on transmission	\$ 99	
Add Air filter restriction gauge	\$ 72	
Add Large washer bottle	\$ 94	
Add Jumpstart connector, Goodall #71-402	\$ 256	
Add Bike rack with dash indicator	\$ 1,725	
Add Yield To Bus (YTB) sign system	\$ 795	
Add Bilingual decals	\$ 106	
Additional parts manual (2)	\$ 82	
Additional maintenance manual (2)	\$ 228	
Additional operators manuals (10)	\$ 100	
Totals	\$ 10,342	\$ (12,408)

Net Change **\$ (2,066)**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT FOR THE ACQUISITION
OF CNG POWERED TROLLEY BUS**

This First Amendment to Contract for the acquisition of one CNG powered trolley bus is made effective July 26, 2002 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and CHANCE COACH, INC. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for the acquisition of one CNG powered trolley bus ("Contract") on April 15, 2002.
- 1.2 District met with Contractor to review the detailed specifications for the trolley bus. District now desires to modify the bus specifications with a list of additions and deletions as detailed in Attachment A.

Therefore, District and Contractor amend the Contract as follows:

II. SPECIFICATION CHANGES

- 2.1 Additional equipment and/or features to specifications for the trolley to be provided by Contractor are detailed in Attachment A to this First Amendment.
- 2.2 Contractor will delete the equipment and/or features to the trolley specifications as detailed in Attachment A to this First Amendment.

III. COMPENSATION

- 3.1 District agrees to pay for the additional equipment and/or features to the trolley specifications as set forth in Attachment A and Contractor agrees that for all equipment and/or features deleted from the trolley specifications as set forth in Attachment A that it will reduce the contract price as indicated therein. Therefore, the net unit bus price decrease is \$ 2,066.00 before sales tax for a total new unit bus price before sales tax of \$ 337,535.00

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

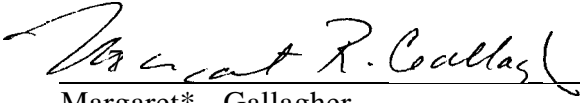
DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CHANCE COACH, INC.

BY _____

Approved as to Form:



Margaret*. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDER RENEWING THE HARTFORD INSURANCE POLICY FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to renew the insurance policy with The Hartford for one (1) additional year for employee life and accidental death and dismemberment insurance.

II. SUMMARY OF ISSUES

- The District issued a request for proposal (#99-31) for employee life and accidental death and dismemberment insurance on June 6, 2000.
- Three proposals were received and evaluated. The Board authorized the General Manager to execute a contract with The Hartford for a two-year period.
- Contracts were prepared and mailed to The Hartford for signature. District was informed by the legal department of The Hartford that the insurance policy, the policy of incorporation, the application and the premium constituted a complete and entire agreement between the parties and that The Hartford would not be signing the District prepared contract.
- District Human Resources Manager has reviewed the circumstances and concluded that the insurance policy offered by The Hartford was providing the insurance coverages meeting all the requirements of the request for proposal.
- The Hartford has indicated that they are interested in extending the existing policy for an additional year with no change in the rates of compensation.

III. DISCUSSION

The District issued a request for proposal (#99-31) for employee life and accidental death and dismemberment insurance on June 6, 2000. Three proposals were received and evaluated with a recommendation to the Board that a two-year contract for said insurance be established with The Hartford. Contracts were prepared and mailed to The Hartford for signature. District was informed by the legal department of The Hartford that the insurance policy, the policy of incorporation, the application and the premium constituted a complete and entire agreement between the parties and that The Hartford would not be signing the District prepared contract.

District Human Resources Manager has reviewed the circumstances and concluded that the insurance policy offered by The Hartford was providing the insurance coverages meeting all the requirements of the request for proposal.

The District's current insurance policy with The Hartford for employee life and accidental death and dismemberment insurance is due to expire on July 31, 2002. The Hartford has reviewed the current policy and has indicated their desire to extend the policy one additional year with no change in the rates of compensation. An extension of the policy would be advantageous to the District. It is recommended that the Board of Directors authorize the General Manager to renew the insurance policy with The Hartford to extend the insurance policy for one (1) additional year with no change in the rates of compensation.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Letter from The Hartford



June 13, 2002

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

RE: Hartford Group Life Policy #034504
 Hartford Accident Policy #57-ADD-8424

Dear Mr Longnecker:

The renewal for Santa Cruz Metropolitan Transit District has been completed for an August 1, 2002 effective date. We are happy to advise that current rates for all lines of coverage will be continued until August 1, 2003. Please note the rates will remain as follows:

Coverage _____ Current Rate/Renewal Rate as of 8/1/02

Basic Life: \$0.43 per \$1000
 Basic AD&D: \$0.04 per \$1000

Supplemental Life (employee):

Under 30: \$0.09 per \$1000
 30-34: \$0.10 per \$1000
 35-39: \$0.14 per \$1000
 40-44: \$0.24 per \$1000
 45-49: \$0.39 per \$1000
 50-54: \$0.63 per \$1000
 55-59: \$1.04 per \$1000
 60-64: \$1.29 per \$1000
 65-69: \$2.02 per \$1000
 Over 70: \$3.54 per \$1000

SR AD&D: \$0.054 per \$1000

Mr. Longnecker, the Santa Cruz Metropolitan Transit District is a valued policyholder and we appreciate your business. We look forward to continuing to serve your benefit needs in the years to come. Should you have any questions about this renewal or if you would like to discuss additional benefit offerings, please feel free to contact me at 415-836-4908.

Best Regards,

Slacy Arasato
 Slacy Arasato
 Account Manager
 Group Benefits Division

Group Sales
 San Francisco Regional Office
 33 New Montgomery Street
 P.O. Box 3615
 San Francisco, CA 94119-9971
 Telephone 4 15 836 4950
 Toll Free 1 800 426 9701
 Facsimile 415 836 4942

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDER AMENDING VISION SERVICE PLAN CONTRACT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The District entered into a contract (#99-32) with Vision Service Plan for employee vision care coverage on August 1, 2000.
- At the option of the District, this contract may be renewed.
- Vision Service Plan has indicated that they are interested in extending the contract for an additional two-year term with a 5.4% increase in rates during the new effective period.

III. DISCUSSION

The District's current contract (#99-32) with Vision Service Plan for employee vision care coverage will expire on July 31, 2002. Vision Service Plan has provided good service under this contract for two years. An extension of the contract would be beneficial to the District. Section 4.01 of the contract allows the District the option to renew the contract. Vision Service Plan has also reviewed the contract and has indicated their desire to extend the contract for an additional two-year period with a 5.4% increase in rates during the new effective period. It is recommended that the Board of Directors authorize the General Manager to execute a first amendment to the contract with Vision Service Plan to extend the contract for two (2) additional years with a 5.4% increase in rates during the new effective period.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Letter from Vision Service Plan

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

This First Amendment to Contract No. 99-32 for employee vision care coverage is made effective July 26, 2002 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Vision Service Plan (“Contractor”).

I. RECITALS

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

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

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

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through July 31, 2004. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Article 5.0 1 is amended to include the following language:

Effective August 1, 2002 through July 31, 2004, District agrees to increase the current Revenue per Member rate from \$26.36(family composite) to \$27.77(family composite).

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

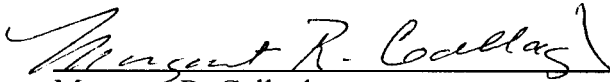
DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
VISION SERVICE PLAN

BY _____
Cindy Holmes
Account Executive

Approved as to Form:



Margaret R. Gallagher
District Counsel

May 14, 2002



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

Dear Robyn:

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

VSP has reviewed your program and developed rates based on the experience of your vision care program. These rates are outlined in the enclosed renewal exhibit. Many factors are considered when determining rates. These factors include utilization, claim frequency, retention and trends. Please feel welcome to call me should you have any questions. You can reach me at 1-800-852-7600 extension 4801.

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

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

Cordially,

CINDY HOLMES
Account Executive

RENEWAL NOTICE

Please sign and return this letter in the enclosed envelope or fax to 916-85 1-4834 to acknowledge acceptance of the renewal. VSP produces your Plan document upon receipt of your confirmation of renewal.

Group Name:	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Group Number:	12019717
Renewal Period:	August 1, 2002 – July 31, 2004
Current Rate:	\$26.36 (family composite)
New Rate:	\$27.77 (family composite)

Authorized Group Representative Signature

Vision Service Plan is an Equal Opportunity and Affirmative Action Employer

VISION SERVICE PLAN
3333 QUALITY DRIVE, RANCHO CORDOVA, CALIFORNIA 95670-7985
TEL: 916.851.5000 800.852.7600 FAX: 916.851.4854 SALES FAX: 916.851.4834
VISIT OUR WEB SITE AT WWW.VSP.COM



SANTA CRUZ METRO TRANSIT DIST

RENEWAL EXHIBIT

12019717	Renewal Date:	August 1, 2002
insured VSP Program	Renewal Contract Term:	24 Months
	Number Covered:	361
Average Claims Amount (ACA):	\$ 189.92	
Inflation (INF): Year 1	2.5%	
Year 2	1.3%	
Modifications to Benefit Allowances (MOD):	\$0.66	
Reserve Establishment for Incurred but not Reported Claims (RES):	0%	
Retention (RET):	16.0%	
Paid Frequency (PF):	118.00	Claims per 1,000 employees
Current Revenue per Member (REV/MBR):	\$ 26.36	

<u>Renewal Formula</u>																
ACA	x	(1 + INF)	+	MOD	x	PF	/	(1 - RES)	/	(1 - RET)	=	INDICATED RATE	|	REV/MBR	=	% INCREASE
\$169.92	x	1.036	+	\$0.66	x	0.116	|	1.00	|	0.040	=	\$27.77	|	\$26.36	=	5.4%

Service Profile

% of Patients Seeing In-Network Providers:	98%
% of Patients Seeing Out-of-Network Providers:	2%

Service Percentages

Eye Examination Only:	29%
Receiving Materials:	71%
Single Vision Lenses:*	43%
Bifocal Lenses:*	40%
Trifocal Lenses:*	1%
Elective Contact Lenses:*	16%
Frame:	80%

* Equals 100% of claims with materials dispensed

	Modifications	
	<u>Current</u>	<u>Renewal</u>
Wholesale Frame:	\$45	\$45
Elective Contact Lenses:	\$350	\$350
Examination, up to:	\$40	\$45
Single Vision Lenses, up to:	\$40	\$45
Bifocal Lenses, up to:	\$60	\$65
Trifocal Lenses, up to:	\$80	\$85
Frame, up to:	\$45	\$45
Elective Contact Lenses, up to:	\$130	\$350

Last Twelve Months ending: Mar-02

SANTA CRUZ METRO TRANSIT DIST
12019717

Inception Date: August 1, 1995
 Renewal Date: August 1, 2002
 Renewal Contract Term: 24 Months

Benefit: STANDARD

	<u>Current</u>	<u>Renewal</u>
Rates:	\$26.36	\$27.77

% Increase: 5.4%

Current Plan

Examination: Every 12 Months
 Lenses: Every 12 Months
 Frame: Every 12 Months

In Network - Paid in Full

Copayment: \$5.00 on Exams

Allowances

Elective Contact Lenses: \$ 350 in addition to examination coverage

Out-of-Network Schedule

Examination, up to: \$45
 Single Vision Lenses, up to: \$45
 Bifocal Lenses, up to: \$65
 Trifocal Lenses, up to: \$85
 Frame, up to: \$45
 Elective Contact Lenses, up to: \$350 in addition to examination coverage



SUMMARY 2019717

SANTA CRUZ METRO TRANSIT DIST

5 GROUPS REPORTING

PERIOD	NUMBER COVERED	GROSS S	RETENTION S	RETN %	NET S	CLAIMS AMT	GAIN/LOSS S	PLR %	AVG CLAIMS AMT	NBR PAID PAID FREQ	REV/ MBR
1999	3,568	\$98,071	\$15,674	16	\$82,397	\$80,524	\$1,873	98	\$201.81	399 112	\$27.49
2000	3,950	\$104,827	\$16,760	16	\$88,067	\$87,456	\$611	99	\$187.67	466 118	\$26.54
2001	4,200	\$110,894	\$17,737	16	\$93,157	\$95,741	\$2,584-	103	\$195.39	490 117	\$26.40
BAL.	20,121	\$536,986	\$85,820	16	\$451,166	\$428,312	\$22,854	95	\$191.64	2,235 111	\$26.69
APR	345	\$9,094	\$1,455	16	\$7,639	\$5,273	\$2,366	69	\$195.30	27 78	\$26.36
MAY	343	\$9,041	\$1,446	16	\$7,595	\$9,733	\$2,138-	128	\$183.64	53 155	\$26.36
JUN	345	\$9,094	\$1,455	16	\$7,639	\$8,126	\$487-	106	\$172.89	47 136	\$26.36
JUL	339	\$8,962	\$1,433	16	\$7,529	\$7,498	\$31	100	\$170.41	44 130	\$26.44
AUG	375	\$9,885	\$1,581	16	\$8,304	\$7,830	\$474	94	\$223.71	35 93	\$26.36
SEP	351	\$9,252	\$1,480	16	\$7,772	\$9,626	\$1,854-	124	\$188.75	51 145	\$26.36
OCT	365	\$9,674	\$1,547	16	\$8,127	\$8,890	\$763-	109	\$206.74	43 118	\$26.50
NOV	348	\$9,173	\$1,467	16	\$7,706	\$6,147	\$1,559	80	\$236.42	26 75	\$26.36
DEC	356	\$9,384	\$1,501	16	\$7,883	\$6,959	\$924	88	\$198.83	35 98	\$26.36
JAN	356	\$9,384	\$1,501	16	\$7,883	\$8,854	\$971-	112	\$184.46	48 135	\$26.36
FEB	353	\$9,305	\$1,488	16	\$7,817	\$7,843	\$26-	100	\$178.25	44 125	\$26.36
MAR	371	\$9,780	\$1,564	16	\$8,216	\$8,559	\$343-	104	\$174.67	49 132	\$26.36
LTM AD7	4,247 0	\$112,028 SO	\$17,918 \$0	16 0	\$94,110 \$0	\$95,338 \$0	\$1,228-	101 \$0	\$189.92	502 118	\$26.38
CUR CON M D	6,949 1,080	\$183,359 \$28,469	\$29,326 \$4,553	16 16	\$154,033 \$23,916	\$155,918 \$25,256	\$1,885-	101 106	\$190.84 \$179.12	817 141 118 131	\$26.39 \$26.36

PERIOD	*MEMBERSHIP AVERAGES*				PERIOD	*****MEMBERS*****				*****SPOUSE*****				*****CHILD*****			
	REV/ MBR	CLM AMT	IND. RATE	PNL PCT		CLM AMT	# CLMS	AVG CLM	MBR PCT	CLM AMT	# CLMS	AVG CLM	SP PCT	CLM AMT	# CLMS	AVG CLM	CH DPT PCT
1999	\$27.49	\$22.57	\$26.84	99	APR	\$2,680	13	\$206.15	48	\$1,653	8	\$206.62	30	\$941	6	\$156.83	22 52
2000	\$26.54	\$22.14	\$26.33	99	MAY	\$5,260	25	\$210.40	47	\$2,110	12	\$175.83	23	\$2,363	16	\$147.68	30 53
2001	\$26.40	\$22.80	\$27.11	99	JUN	\$4,615	26	\$177.50	55	\$2,177	12	\$181.41	26	\$1,334	9	\$148.22	19 45
QTR1	\$26.36	\$23.39	\$27.81	96	JUL	\$3,469	21	\$165.19	48	\$2,670	14	\$190.71	32	\$1,359	9	\$151.00	20 52
QTR2	\$0.00	\$0.00	\$0.00	0	AUG	\$4,542	20	\$227.10	57	\$1,435	8	\$179.37	23	\$1,852	7	\$264.57	20 43
QTR3	\$0.00	\$0.00	\$0.00	0	SEP	\$3,953	22	\$179.68	43	\$3,683	18	\$204.61	35	\$1,989	11	\$180.81	22 57
QTR4	\$0.00	\$0.00	\$0.00	0	OCT	\$5,705	27	\$211.29	63	\$2,581	11	\$234.63	26	\$604	5	\$120.80	12 37
LTM	\$26.38	\$22.45	\$26.69	98	NOV	\$3,102	13	\$238.61	50	\$2,291	9	\$254.55	35	\$754	4	\$188.50	15 50
CUR	\$26.39	\$22.44	\$26.68	98	DEC	\$4,540	23	\$197.39	66	\$1,600	7	\$228.57	20	\$819	5	\$163.80	14 34
YTD	\$26.36	\$23.39	\$27.81	96	JAN	\$5,480	27	\$202.96	56	\$2,106	13	\$162.00	27	\$1,268	8	\$158.50	17 44
					FEB	\$4,072	25	\$162.88	57	\$2,015	11	\$183.18	25	\$1,756	8	\$219.50	18 43
					MAR	\$4,079	24	\$169.95	49	\$2,935	15	\$195.66	31	\$1,545	10	\$154.50	20 51
					TOT	\$51,497	266	\$193.60	53	\$27,256	138	\$197.51	27	\$16,584	98	\$169.22	20 47

*ASTERISK INDICATES ESTIMATES DUE TO NON OR PARTIAL PAYMENT

10,984

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDER AMENDING IKON OFFICE SOLUTIONS CONTRACT

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Ikon Office Solutions to allow exchange of the current Canon model NP6560 analog copier with a Ricoh model Aficio 650 digital copier for the remainder of the lease period at the same lease rate.

II. SUMMARY OF ISSUES

- The District entered into a contract (#98-23) with Ikon Office Solutions for a five-year lease of a Canon model NP6560 copier on February 19, 1999.
- The Canon copier has had several maintenance problems over the past year.
- Ikon Office Solutions has offered to replace the existing Canon analog copier with a Ricoh digital copier for the remainder of the five-year lease agreement with no change in the lease rate.

III. DISCUSSION

The District's current contract (#98-23) with Ikon Office Solutions for a five-year lease of a Canon copier is due to expire on February 18, 2004. Over the past year the copier has been experiencing several maintenance problems. Ikon Office Solutions, in an attempt to maintain good customer relations, has offered to upgrade the existing analog Canon copier with a digital Ricoh copier for the remainder of the lease agreement at the same lease rate. It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract to upgrade the existing Canon analog copier with a Ricoh digital copier for the remainder of the five-year lease agreement with no change in the lease rate.

IV. FINANCIAL CONSIDERATIONS

No changes in the budgeted amounts for this contract modification.

V. ATTACHMENTS

Contract Amendment

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 98-23
FOR LEASE OF COPIER MACHINE**

This First Amendment to Contract No. 98-23 for lease of copier machine is made effective July 26, 2002 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Ikon Office Solutions (“Contractor”).

I. RECITALS

1.1 District and Contractor entered into a Contract for a five-year lease of a Canon NP6560 copier machine (“Contract”) on February 19, 1999.

1.2 District has had several maintenance problems with the Canon NP6560 copier.

1.3 Contractor has offered to replace Canon NP6560 copier with a Ricoh Aficio 650 digital copier under the existing rates of compensation for the remainder of the lease.

Therefore, District and Contractor amend the Contract as follows:

II. COMPENSATION

2.1 Article 4.0 1 is amended as follows:

Upon written acceptance, District agrees to pay Contractor as identified in the Schedule below; the schedule being derived from the Bid Form, Exhibit B, of IFB 98-23, Lease of Copier Machine (Five Years). Upon satisfactory completion of all work under the terms and provisions of this Contract, District agrees to pay Ikon Office Solutions within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the scheduled amounts payable under this contract, that it does so at its own risk.

- MONTHLY LEASE of ~~Canon NP6560 Copier with Model K1-Sorter and Model 3000 Copy Guard Auditor~~ Ricoh Aficio 650 digital copier
\$243.00 Per Month#

. SERVICE AND SUPPLIES

\$206.25 Per Month*+

(Based on bid requirements of 250,000 copies per year, for five (5) years or \$0.0099 per copy. Overages, if any, to be billed at the same \$0.0099 per copy, quarterly.)

- Removal of Minolta EP8600 Copier No Charge To the District
 - # Subject to California Sales Tax of 8.00%
 - * Paper and Staples Not Included.
 - + California Sales tax of 8.00% Payable on 30.00% of Service Costs Only

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

Signed on _____

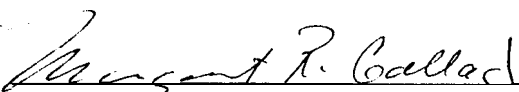
DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
IKON OFFICE SOLUTIONS

BY _____
Bette Bahni
Senior Account Executive

Approved as to Form:



Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF THE REVISED PARACRUZ USERS GUIDE AND ELIGIBILITY AND APPEALS PROCESS

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors approve the revised ParaCruz Customer's Guide and adopt the Eligibility and Appeals Process

II. SUMMARY OF ISSUES

- On September 21, 2001 the Board of Directors approved a draft METRO ParaCruz Customers Guide.
- The METRO ParaCruz identity (logo) and an eligibility appeals process were not developed at the time the METRO ParaCruz Customers guide was approved.
- Staff reviewed the draft METRO ParaCruz Customers Guide and has made several suggested updates for the Board of Directors to consider. These include revisions resulting from recent FTA rulings, changes to state law, concerns expressed by MASTF members, and efforts to make the Guide reflect the new contract with Community Bridges. Staff also sought to make the Customer's Guide more user friendly and to establish the METRO ParaCruz identity.
- Staff has developed an Eligibility Appeals Process for the Board of Directors to consider.
- Staff solicited input from the Chair and Vice-Chair of MASTF, the Paratransit Chair of MASTF and the entire MASTF committee. Input received was incorporated in the attached documents.
- METRO ParaCruz recertification is scheduled to start on August 01, 2002. Without a Board of Directors approved appeals process, recertification (as allowed by the Americans with Disabilities Act) will need to be postponed until an appeals process is in place.

III. DISCUSSION

On September 21, 2001 The Board of Directors approved a draft Customers Guide for METRO ParaCruz. This guide provides consumer information about paratransit service provided by the Transit District. The draft guide was developed by Multisystems with input from the Metro

Accessible Services Transit Forum (MASTF), Central Coast Center for Independent Living (CCCIL), Metro Users Group (MUG) and the Chair of the Elderly and Disabled Transportation Advisory Committee (E&D TAC). An open house was held on February 19, 2001 for members of the community to comment.

The METRO ParaCruz identity and an Eligibility Appeals process were not incorporated in the Customers Guide when the Board of Directors approved the guide on September 21, 2002. Attached to this staff report are the proposed Eligibility and Appeals process and a Revised Customers Guide for Board of Directors consideration. Updates include:

Customers Guide

- Placing contact information at the front of the guide.
- Establishing the METRO ParaCruz identity.
- Revising customer contact phone numbers and hours of operation.
- Establishing that METRO ParaCruz compliments / complaints shall be directed to District staff.
- Removing the reference to an informational video.
- Changing the “No-Show ” policy to reflect a 90 day period of time versus a 3-month period of time and revising the policy to reflect recent ADA court decisions. The major change relates to when a customer does not show up for the first leg of a scheduled trip. When this occurs, additional legs will not be cancelled automatically.
- Detailing what the METRO ParaCruz operator will and will not do at either end of the trip.
- Revising the child seat requirement to reflect current state law.

Eligibility and Appeals Process

- Establishing that the eligibility process shall ensure that only persons who meet the federal regulatory criteria, strictly applied, shall be certified as METRO ParaCruz eligible.
- Establishing an appeals and hearing process.
- Establishing an appeals panel comprised of the General Manager or Designee, MASTF appointed representative and a person who works with a persons with disabilities.
- Changing the determination of eligibility from 48 hours to two (2) business days.
- Establishing a method of payment for eligibility appeals panel members. Staff is proposing a \$25.00 dollar per hearing reimbursement for non-District panel members
- Establishing a training component for panel members.
- Establishing that an appeal may be initiated in writing or by phone. The person must sign the appeal before or at the hearing to confirm that the contents of the appeal are accurate.
- Establishing that customers being re-certified as of July 31, 2002 will have ability to retain METRO ParaCruz service until the appeals process has been completed. A new customer will not have access to the service if determined ineligible until overturned on appeal.

Staff held meetings with the Chair and Vice-Chair of MASTF on July 03, 2002, the MASTF Executive Committee on July 10, 2002, the Paratransit Chair of MASTF on July 16, 2002 and the entire MASTF committee on July 18, 2002. Input was received at each meeting resulting in the attached documents.

MASTF approved the following motions on July 18, 2002:

- 1) MASTF has seen the latest edition (July 2002) of the METRO ParaCruz Customer's Guide and has had input on it.

- 2) MASTF approves of the three-position panel put forward in the proposed paratransit appeals process.

The Americans with Disabilities Act (ADA) requires that an appeals process be in place when determining eligibility for paratransit service. Staff is prepared to start METRO ParaCruz recertification on August 01, 2002 should the Board of Directors adopt an appeals process on July 26, 2002.

IV. FINANCIAL CONSIDERATIONS

It is anticipated that the cost of the appeals panel be \$4,800.00 per year. We are projecting an average of eight (8) appeals per month. The cost could be more or less, based on the actual number of appeals.

The contract for recertification services with Orthopedic Hospital was effective on June 1, 2002. They have established an office and staffing to start the recertification process. As a result of the two-month delay there are costs incurred by the District. Should the Board of Directors not approve the appeals process on July 26, 2002, there would be a further delay and additional costs incurred.

V. ATTACHMENTS

Attachment A: Revised Customers Guide

Attachment B: Draft Eligibility and Appeals Process

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~~Telephone 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 ~~XX49~~ fixed bus routes and ADA complementary paratransit service (~~ADA Paratransit~~)([METRO ParaCruz](#)) 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 points of transfer. A limited number of seats near the entrance are designated as priority seating for seniors and people with all disabilities. [For riders who use Reserved wheelchairs, there are reserved](#) spaces with securement straps~~and driver assistance are available for riders who use wheelchairs~~ to provide a safe and secure ride. [Drivers are trained to assist with this securement.](#) 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 [6:00:00](#) a.m. to [7:00:00](#) p.m.

METRO offers free transit training for ~~seniors and people with all disabilities who want people who want to learn~~ 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 [transit](#) training, call the Accessible Services Coordinator at 423-3868 [or 425-8993 \(TTY\)](#).

ADA Paratransit**METRO ParaCruz 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~~ “METRO ParaCruz”. 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~~ (ADA). ~~The METRO ParaCruz service is currently~~ contracted by METRO to ~~XXXXXXX~~. Community Bridges, Inc. (Lift Line).

~~ADA Paratransit~~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. ~~ADA Paratransit~~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. This Customer's Guide provides information about the ~~ADA Paratransit~~METRO ParaCruz service:

- ~~how~~How to become eligible to use the service
- ~~where~~Where it operates
- ~~the~~The days and hours of service
- ~~how~~How to request a ride
- ~~fares~~Fares, and
- ~~other~~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)~~METRO ParaCruz at 425-4664 (or 425-8993 if you use a TTY). Copies of this Customer's Guide can also be requested in large print, Braille, audio ~~tape, cassette~~, 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~~ METRO ParaCruz Service

Individuals interested in using ~~METRO's ADA Paratransit~~ METRO ParaCruz service must first be determined eligible. The eligibility ~~review~~ assessment 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~~ METRO ParaCruz 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~~ METRO ParaCruz Eligibility ~~Contractor~~ Coordinator and ask to schedule an appointment for an interview. Interviews normally take about 30 minutes. Your interview will be scheduled at the interview 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~~ METRO ParaCruz 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. appeals panel.**

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

To begin the eligibility process, call ~~the ADA Paratransit Eligibility Contractor at XXX-XXXX~~ (or YYY-YYYY 423-9380 (or 423-9386 if you use a TTY).

Temporary Disabilities

Temporary eligibility is provided to customers who have a temporary disability limited term condition 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 Coordinator at 425-4664 (or 425-8993 if you use a TTY) for

application more 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~~ The applicant may initiate an appeal in writing (forms can be obtained from the Eligibility Coordinator) or by telephone within 60 days of the determination. The appeal should be addressed to:

~~METRO's ADA Paratransit~~ METRO ParaCruz 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~~ METRO ParaCruz 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. Applicants for Visitor service may be required to provide proof of visitor status. 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~~ the METRO ParaCruz Eligibility Coordinator for ~~application~~ more information.

The ADA Paratransit METRO ParaCruz Service Area and Service Hours

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

Service Area

The maps on the following page show the area served by ADA Paratransit METRO ParaCruz 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 office of the METRO ParaCruz Administrator at 425-4664 (or 425-XXX-XXXX (or YYY-YYYY8993 if you use a TTY).

Service Days and Hours

ADA Paratransit METRO ParaCruz operates on the following schedule:

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

ADA Paratransit METRO ParaCruz operates additional evening hours to correspond with certain fixed routes. Call the ADA Paratransit office of the METRO ParaCruz Administrator at ~~XXX-XXXX~~ 425-4664 for more information.

ADA Paratransit METRO ParaCruz does not operate on the following holidays:

New Year's Day Thanksgiving Christmas Day

~~ADA Paratransit Service Area~~

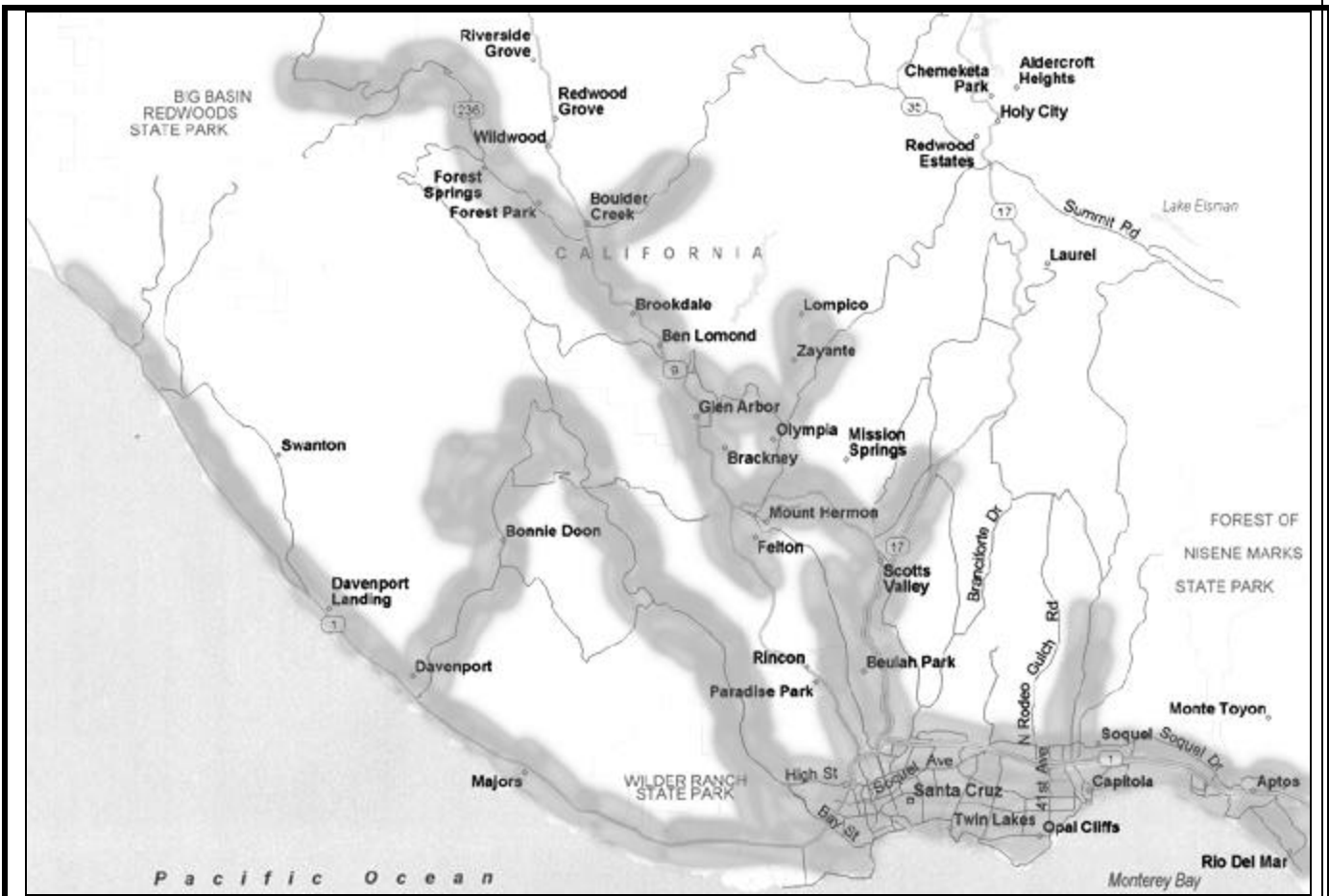
~~Two maps: One for north and one for south part of County~~

~~One showing the regular weekday service area~~

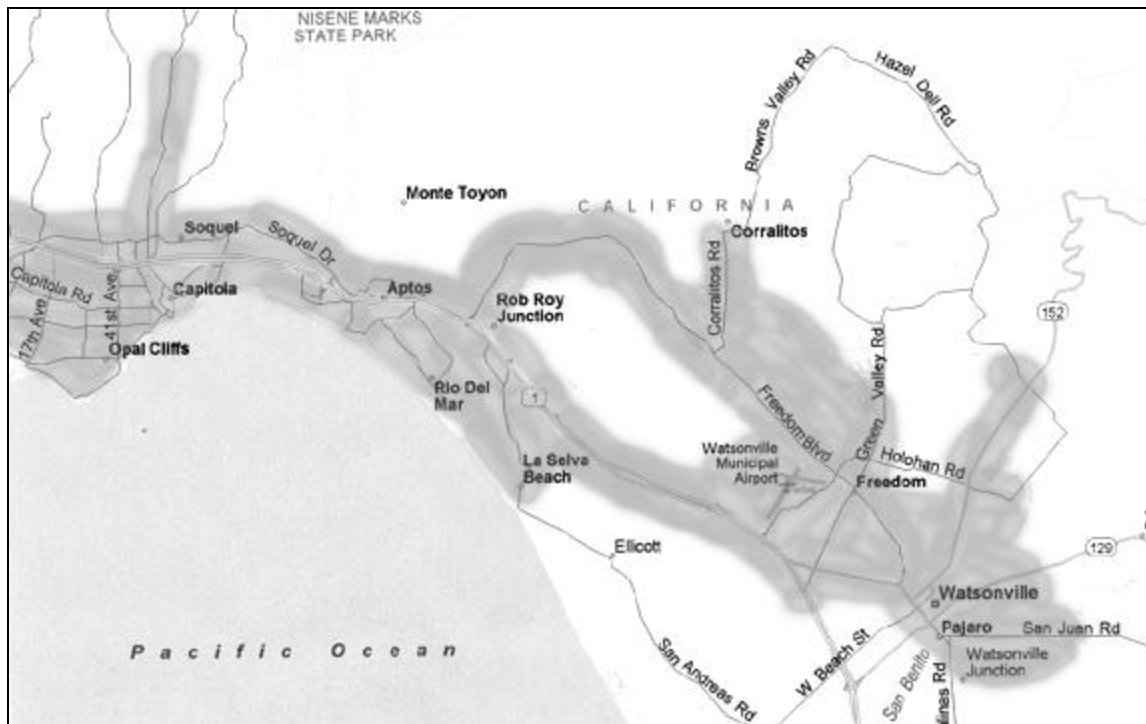
~~ADA Paratransit Service Area~~

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

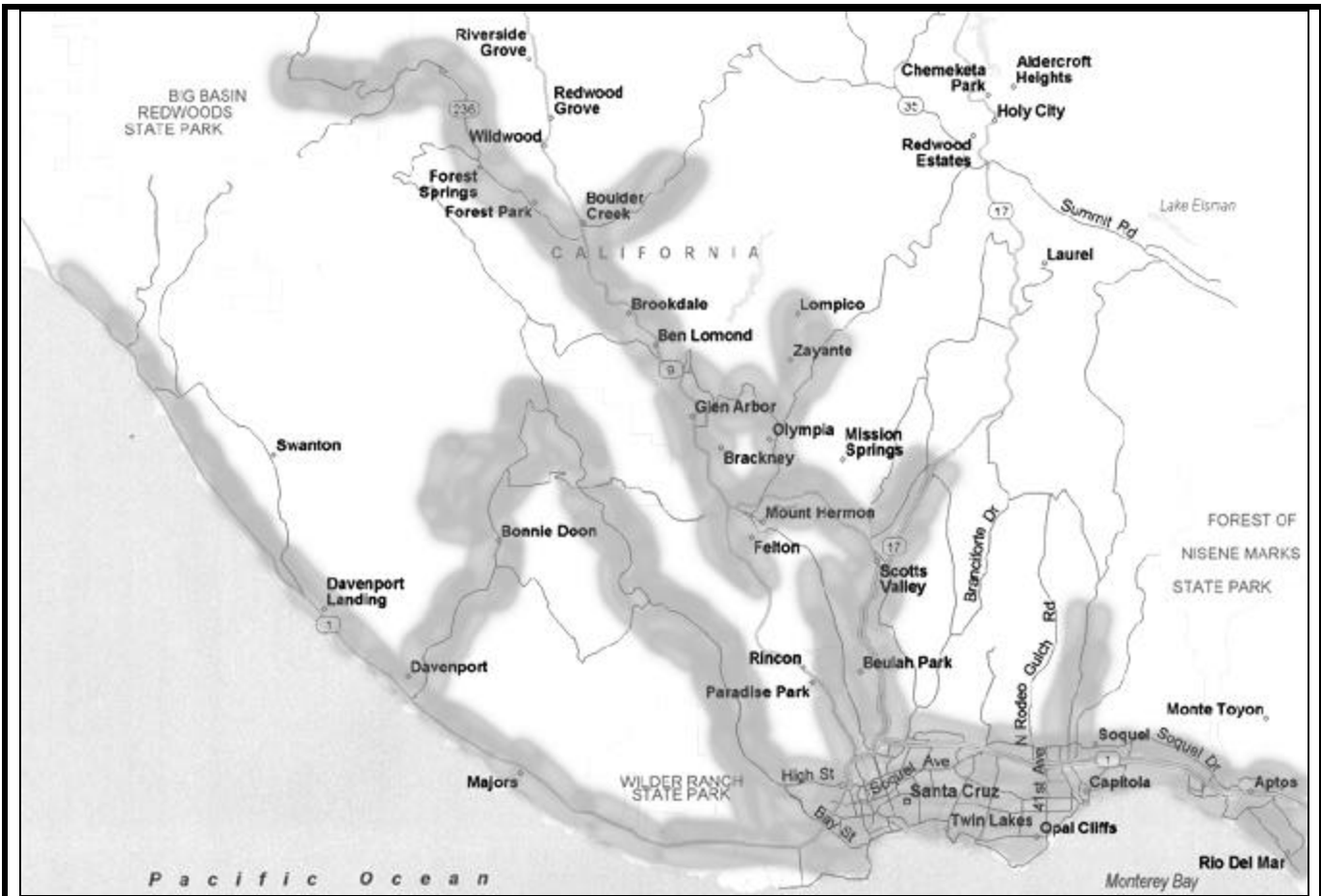
~~One showing evening, Sunday and holiday service area~~



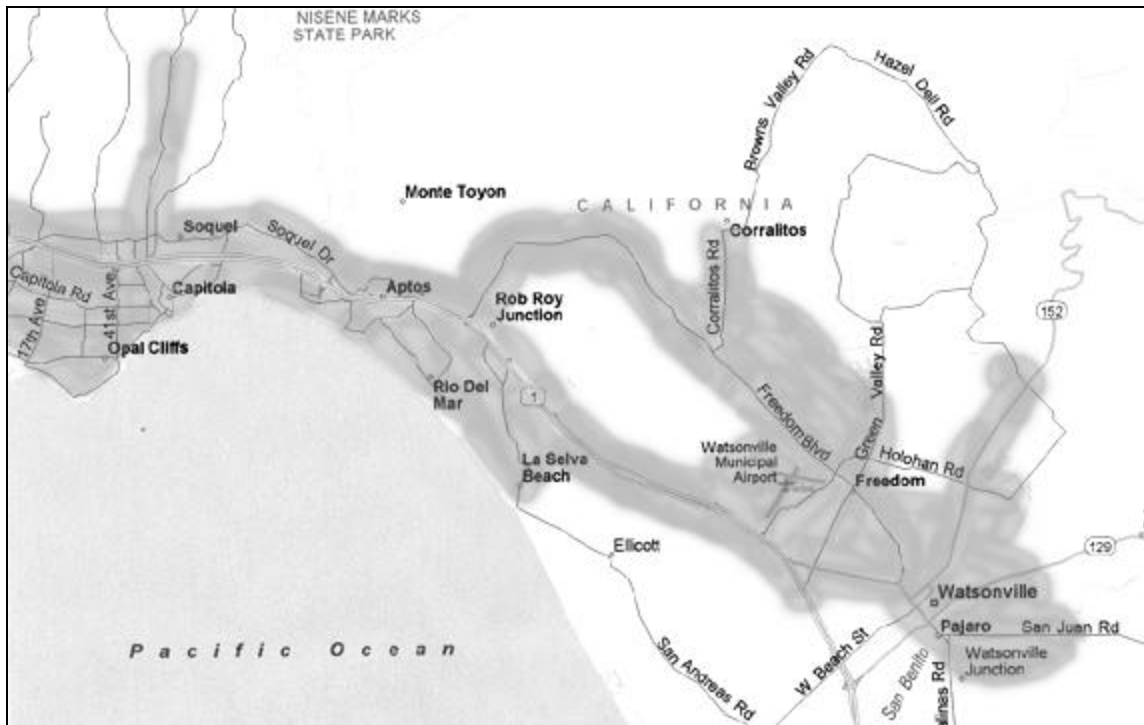
North County weekday service area overview



South County weekday service area overview



North County weekend service area overview



South County weekend service area overview

Fares

The one-way fare for ~~ADA Paratransit~~METRO ParaCruz service is \$2.00. **The fare must be paid when boarding each time you board 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~~Pre-paid METRO ParaCruz **Tickets:**

Pre-paid ~~ADA Paratransit~~METRO ParaCruz 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~~425-3822 for information.

Attn: Ticket and Pass Program Specialist

METRO Center

920 Pacific Avenue, Suite 21

Santa Cruz, CA 95060

Please have METRO ParaCruz 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~~METRO ParaCruz.

Please note that the ~~ADA Paratransit~~METRO ParaCruz 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.~~

Rider Tip:

Drivers are not permitted to accept tips. If you would like to commend a driver for service provided, call the METRO ParaCruz Administrator at 425-4664 or 425-8993 (TTY).

How to Schedule Rides on ADA Paratransit METRO ParaCruz

When to Schedule a Ride

You can reserve your ADA Paratransit METRO ParaCruz ride from one to fourteen days in advance of your trip. ~~The ADA Paratransit Provider's offices~~ Reservation telephones 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~~ the scheduler will call you back that evening between 5:00 pm and 9:00 pm 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 phones lines are less busy.~~

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 telephones 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) 425-1558. If you use a TTY, please connect through the California Relay Service 1-800-735-2929. 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~~ METRO ParaCruz 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).~~

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 METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time with METRO ParaCruz.
- If you have an appointment, allow some extra time to get from the METRO ParaCruz 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 METRO ParaCruz 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 METRO ParaCruz 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** METRO ParaCruz 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 METRO ParaCruz 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 in 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](#)[METRO ParaCruz](#) 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](#)[METRO ParaCruz](#) Provider (Lift Line) at 425-1558. If you use a TTY, please connect through the California Relay Service 1-800-735-2929. 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.~~ [423-1234 in north county, or 761-3122 in south county.](#)

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 telephone 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.~~

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 METRO ParaCruz 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 METRO ParaCruz](#) 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 \(or YYY-YYYY if you use a TTY\)](#) [METRO ParaCruz Provider \(Lift Line\) at 425-1558](#) (If you use a TTY, please connect through the [California Relay Service 1-800-735-2929](#)) 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~~ [you will receive a call](#) back that evening [between 5:00pm and 9:00pm](#) 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 ~~you're your and~~ 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.~~

Rider Tip:

~~METRO ParaCruz 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/your or sedan](#)), [call the ADA Paratransitride](#), [call the METRO ParaCruz Provider's dispatcher at XXX-XXXX425-1558](#) 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](#)) [METRO ParaCruz Provider \(Lift Line\) at 425-1558](#). [If you use a TTY, please connect through the California Relay Service 1-800-735-2929](#). 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 within five (5) minutes.
- The vehicle arrives within the ready window and waits for five (5) minutes, but the customer is not ready to go and after waiting five (5) minutes, 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~~METRO ParaCruz Administrator at ~~XXX-XXXX-425-4664~~.
- Riders who have two (2) “no-shows” that are not beyond their control ~~in a 3 month~~within a 90 day period will receive a written **warning** of a possible suspension of service with the next no-show.

~~?~~If afterAfter receiving the warning, riders ~~have charged with~~ one (1) more no-show (for a total of three (3) no-shows) within ~~3 months~~a 90 day period of the first recorded no-show, ~~they~~ will be notified that they are to be suspended from using ~~ADA Paratransit~~METRO ParaCruz 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.~~

- notice unless an appeal is filed as outlined below.
- **If you “no-show” for the first leg of a trip, your return ride will not be canceled automatically. You are responsible to cancel each leg. Failure to do so could subject you to the penalties outlined above.**
- If you miss a scheduled ride for any reason, be sure to call the ~~ADA Paratransit~~METRO ParaCruz Provider ~~if (Lift Line)~~ to let them know whether or not you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the ~~ADA Paratransit~~METRO

ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the ADA ParatransitMETRO ParaCruz provider (Lift Line) 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: METRO ParaCruz Administrator in writing:

____ ADA Paratransit Provider

____ Address

→ ____ Address

____ METRO ParaCruz Administrator

____ METRO Center

____ 920 Pacific Avenue, Suite 21

____ Santa Cruz, CA 95060

or by calling ~~XXX-XXXX~~ call 425-4664.

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 ParatransitMETRO ParaCruz Provider (Lift Line) must document:

- ~~that~~That the driver was present at the pick-up location within the ready window
- ~~that~~That the ride was not previously cancelled (More than one hour in advance), ~~and~~
- ~~that~~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 proposed 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 in writing to:

ADA ParatransitMETRO ParaCruz Administrator

METRO Center

920 Pacific Avenue, Suite 21

Santa Cruz, 95060

~~in writing,~~ or by calling [XXX-XXXX.425-4664](tel:XXX-XXXX-425-4664).

- 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~~METRO ParaCruz 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 up to~~ five (5) minutes before departing. ~~The driver is not permitted to honk the horn to let you know the vehicle has arrived, self possible,~~ wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known.

Door-to-door service

If you think it may be difficult for you to know when the ~~ADA Paratransit~~METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to 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 a 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:***~~

EXAMPLE:

You have a 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, come to the specified entrance and announce his/her arrival, and wait for up to 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 are not permitted to perform home health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for a personal care attendant if these types of services are needed.
- 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.~~ METRO ParaCruz at 425-4664.

Paying Your Fare

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

To Check on Your Ride

If a Paratransit/ParaCruz 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. METRO ParaCruz Provider (Lift Line) at 425-1558. If you use a TTY, please connect through the California Relay Service 1-800-735-2929. 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. Late Night Service Problems

Should an emergency involving your ADA Paratransit problem involving your METRO ParaCruz 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 N423-1234 for north county, and 761-3122 in south county. See maps on pages 8-9 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.

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 ParatransitMETRO ParaCruz](#) 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 [ParatransitParaCruz](#) and now need a PCA, call the [ParatransitParaCruz](#) Eligibility Coordinator at ~~XXX-XXXX~~ or ~~YYY-YYYY~~ [425-4664](#) or [425-8993](#) 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 [vanvehicle](#) 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. [AdditionalReservations for additional](#) guests/companions will be accommodated if there is enough space on the vehicle.

Children

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 ParatransitMETRO ParaCruz](#) eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal [care](#) attendant), a fare must be paid for the child and the adult attendant rides free.

In addition, children under ~~four (4)~~[six \(6\)](#) years of age (or under ~~40~~[60](#) pounds) must travel in an approved child seat. The [ADA ParatransitMETRO ParaCruz](#) Provider ([Lift Line](#)) 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 ParatransitMETRO ParaCruz](#) 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

[ParatransitMETRO ParaCruz](#) 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 [the office of the METRO ParaCruz Administrator at ADA Paratransit Customer Service at XXX-XXXX425-4664](#) for assistance.

Scooters

Some three-wheeled scooters are difficult to secure on [ADA ParatransitMETRO ParaCruz](#) 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/METRO ParaCruz](#). The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

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/METRO ParaCruz](#) 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/METRO ParaCruz](#) 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/ParaCruz](#) vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on [ADA Paratransit/METRO ParaCruz](#). 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 an](#) appropriate vehicle may be scheduled for you.

Emergency Procedures

[If you have a medical emergency, always call 9-1-1.](#)

In the event of an accident or emergency while onboard an [ADA Paratransit](#)[METRO ParaCruz](#) 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](#)[METRO ParaCruz](#) 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](#)[METRO ParaCruz](#) Provider ([Lift Line](#)) 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 \(or YYY-YYYY if you use a TTY\)](#)[METRO ParaCruz Provider \(Lift Line\) at 425-1558 \(If you use a TTY, please connect through the California Relay Service 1-800-735-2929\)](#) to make sure you can get where you need to go. Every effort will be made to deliver your trips using [ADA Paratransit](#)[METRO ParaCruz](#) 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~~disc players (without head~~tele~~phones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause 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-ParatransitMETRO ParaCruz service.

Riders who engage in activity which seriously disrupts ADA-ParatransitMETRO ParaCruz 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](#)~~METRO ParaCruz~~ 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~~[METRO ParaCruz at 425-4664 or 425-8993](#) 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](#)~~METRO ParaCruz Administrator at 425-4664~~ or write to:

~~ADA Paratransit Customer Service~~[METRO ParaCruz Administrator](#)

Santa Cruz METRO [Center](#), 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 [telephone](#) number.
- The date, time, and location of the incident.
- The vehicle number or driver's name.
- If concerning ~~ADA Paratransit~~[METRO ParaCruz](#) Provider [\(Lift Line\) office](#) 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 [telephone](#) 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~~The Paratransit Ombudsman is available to assist customers with addressing ~~ADA paratransit~~METRO ParaCruz service issues.

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

You may 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 Coordinator.....XXX-XXXX or YYY-
YYYY (TTY)~~

~~ADA Eligibility Contractor.....XXX-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 METRO ParaCruz Terms

ADA Complementary Paratransit (METRO ParaCruz)

The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

Appeals Process

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

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

Cancellation

Notification from a rider to the METRO ParaCruz 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.

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.

METRO Accessible Services Coordinator

The METRO staff person responsible for providing training and support for persons wanting to learn how to use the local fixed-route transit system and its accessible features and services.

METRO ParaCruz Administrator

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

ADA Paratransit METRO ParaCruz Eligibility

? Four categories of persons seeking transportation in the METRO service area are eligible for ADA Paratransit METRO ParaCruz 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](#)~~METRO ParaCruz~~ 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.~~

~~METRO ParaCruz Eligibility Assessment Contractor~~

~~(Disabled Services at Orthopædic Hospital)~~

~~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](#)~~METRO ParaCruz~~ eligibility determinations under contract to METRO. The [ADA Paratransit](#)~~METRO ParaCruz~~ Eligibility [Assessment 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

METRO ParaCruz Eligibility Coordinator

~~The METRO staff person responsible for overseeing the METRO ParaCruz eligibility determination process.~~

Paratransit Ombudsman

The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between [ADA Paratransit](#)~~METRO ParaCruz~~ 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~~

METRO ParaCruz Provider
Community Bridges, Inc. (Lift Line)

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

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 a 90-day period may result in a 30-day suspension of a rider's METRO ParaCruz service.

Ready Window

A 30-minute period of time surrounding a requested METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00 am, the Ready Window would be from 8:50 am to 9:20 am. The METRO ParaCruz 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.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number:

Computer Title: Metro ParaCruz appeal process

Effective Date:

Pages: 9

TITLE: METRO PARACRUZ SERVICE ELIGIBILITY AND APPEALS PROCESS

Procedure History

DATE	SUMMARY OF REVISION	APPROVED
	New--METRO ParaCruz Eligibility and Appeals Process	

I. POLICY

- 1.01 It is the policy of Santa Cruz Metro that because it operates a fixed route system, it shall provide a paratransit service that is comparable and complementary to the fixed route service to eligible riders. Santa Cruz Metro's paratransit service shall be known as METRO ParaCruz.
- 1.02 METRO ParaCruz eligibility and appeals process shall be in accordance with the Americans with Disabilities Act (ADA) and its implementing federal regulations and shall insure that all eligible riders enjoy full access to either Santa Cruz Metro's fixed route service or to the METRO ParaCruz Service as appropriate. The eligibility and the appeals process for METRO ParaCruz shall be fair, effective, accurate, respectful and non-threatening.
- 1.03 Santa Cruz Metro recognizes that the ADA establishes a civil right to paratransit services for individuals who cannot otherwise utilize the fixed route system whether because of their disability or because of the inaccessibility of the fixed route system. Therefore, a determination of ineligibility for such service is a serious matter.

II. APPLICABILITY

- 2.01 This procedure is applicable to all individuals applying for METRO ParaCruz, filing an Appeal regarding METRO ParaCruz eligibility and those who are current eligible riders of METRO ParaCruz.

III. ELIGIBILITY CRITERIA

- 3.01 The Manager of Operations or his/her designee shall determine whether an individual applying for METRO ParaCruz can use the fixed route service depending on his/ her own circumstances.
- 3.02 The eligibility process shall ensure that only persons who meet the federal regulatory criteria, strictly applied, shall be certified as METRO ParaCruz eligible.
- 3.03 When a person applies for the METRO ParaCruz, the Manager of Operations or his/her designee shall provide all the needed forms and/or instructions. These forms and instruction may include a declaration of whether the individual travels with a personal care attendant.
- 3.04 All documents concerning eligibility must be made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audiocassettes and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use.
- 3.05 Should an applicant have an immediate need for METRO ParaCruz services before he/she has the time to submit to an assessment, the Manager of Operations or his/her designee may certify the applicant for a specific trip on a temporary basis. This immediate needs certification shall be provided in only a limited number of cases, such as individuals who have to attend dialysis treatment or a medical appointment at short notice after suffering a stroke or experiencing an injury. This immediate needs certification is at the sole discretion of the Manager of Operations or his/her designee and cannot be appealed. The Manager of Operations or his/her designee may require documentation in support of the immediate needs assessment. This certification will be valid until an eligibility determination has been made, preferably within one week.
- 3.06 An individual shall be certified to be eligible for METRO ParaCruz under any of the following circumstances:
 - a. Individuals with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed route service they need to use is not yet accessible. This concept is route based, not system based.

ADA ParaCruz Eligibility And Appeals Process

Page 3

- b. An individual with a disability who is unable as the result of a physical or mental impairment and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device) to board, ride, or disembark from any vehicle on the system which is readily accessible to and useable by individuals with disabilities. This includes those who cannot “navigate” the system.
 - c. Individuals who have impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This is intended to be a very narrow exception to the general rule that difficulty in traveling to or from boarding or disembarking location is not a basis for eligibility.
- 3.07 A disability for purposes of METRO ParaCruz eligibility may be either permanent or temporary.
- 3.08 An individual may be eligible for METRO ParaCruz whose disability is intermittent.
- 3.09 METRO ParaCruz eligibility is based on a functional, rather than a medical, model. Persons are not qualified or disqualified on the basis of a specific diagnosis or disability.
- 3.10 The application of a person’s eligibility will be determined as a practical matter whether the individual can use fixed route service in his/her own circumstances. That is a transportation decision primarily, not a medical decision.
- 3.11 At the time eligibility for METRO ParaCruz is determined, it will also be decided whether the applicant needs the services of a Personal Care Attendant (PCA) when traveling on METRO ParaCruz. In order for the PCA to ride free, the applicant must be registered with METRO ParaCruz as needing a PCA.
- 3.12 Eligibility for METRO ParaCruz shall be limited to a three-year term. The renewal process shall in most cases be limited to a simple process of a one-page form indicating no changes in functional ability or residential location that would impact the individual’s eligibility status. In some cases an in-person assessment will be required at the discretion of the Manager of Operations or his/her designee. Notwithstanding the foregoing, the entire eligibility list of current METRO ParaCruz eligible riders will undergo a re-certification process beginning on August 1, 2002 in order to determine eligibility of each rider with priority given to the most frequent users. The process utilized shall be as if the individual were making an initial application for paratransit service eligibility as set forth in these procedures except that the individual shall remain

METRO ParaCruz eligible until a determination of ineligibility is sustained on Appeal or the individual fails to cooperate or participate in the re-certification process. Each individual shall be notified in writing that he/she is required to undergo an in-person assessment of their eligibility status. Any determination made that finds the individual is no longer eligible for paratransit services shall be in writing and is subject to the appeal hearing process as set forth in these procedures.

IV. ELIGIBLE VISITORS

4.01 METRO ParaCruz shall be provided to visitors from out of the County of Santa Cruz on the same basis as such service is provided to local residents. A visitor can become eligible for METRO ParaCruz by presenting documentation from his/her "home" jurisdiction's paratransit system. If the individual has no such documentation, the Manager of Operations or his/her designee shall require proof of visitor status and, if the individual's disability is not apparent proof of the disability. Once this documentation is presented and is satisfactory, METRO ParaCruz will be made available for a maximum of 21 days on the basis of the individual's statement that he/she is unable to use the fixed route transit system.

4.02 Visitors shall be provided with METRO ParaCruz based on visitor eligibility for no more than 21 days. After 21 days (consecutive or parceled out), the individual must apply for METRO ParaCruz eligibility as provided in these procedures.

V. ELIGIBILITY PROCESS

5.01 To apply for METRO ParaCruz, an applicant shall contact the Manager of Operations or his/her designee and ask to schedule an appointment for an interview. Interviews normally will take about 30 minutes. No application or user fees shall be charged to an applicant.

5.02 Interviews will be scheduled at the interview location nearest the applicant's residence within 7 days of the initial contact. If an individual claims that it would be a hardship to participate in an in-person assessment, the Manager of Operations or his/her designee shall determine how the eligibility process should proceed with consideration given to a paper application process including receipt of a medical certification should circumstances warrant.

5.03 Transportation will be provided to and from the interview upon request.

ADA ParaCruz Eligibility And Appeals Process

Page 5

- 5.04 During the interview, the applicant will be asked eligibility information, travel abilities and needs in detail. An in-person assessment shall take place.
- 5.05 The interview will also provide an opportunity for the applicant to ask questions about METRO ParaCruz.
- 5.06 At the interview, the applicant may be asked to participate in further assessment, including a functional assessment.
- 5.07 The eligibility determination shall be in writing and shall be made within two (2) business days of the in-person assessment. Every effort will be made to notify the applicant of the determination as soon as possible thereafter.
- 5.08 If for any reason a decision is not made within 21 calendar days, METRO ParaCruz will be provided. Once METRO ParaCruz is provided, it may be terminated only if and when the application is found to be ineligible.
- 5.09 If found to be eligible, a letter of eligibility and an identification card will be provided to the applicant. For those individuals granted eligibility, the documentation of eligibility shall include at least the following information: the individual's name, the name of Santa Cruz Metro, the telephone number of Santa Cruz Metro's paratransit administrator, an expiration date for eligibility and any conditions or limitation on the individual's eligibility including whether the individual requires the use of a personal care attendant.
- 5.10 If found to be ineligible, a letter of explanation of ineligibility together with all appeal rights and procedures shall be provided to the applicant. The reasons set forth for ineligibility must specifically relate the evidence in the matter to the eligibility criteria. This information will be available upon request in accessible formats including Braille, tape, computer disc, large print and in Spanish.

VI. PROCEDURE FOR INITIATING APPEAL

- 6.01 Applicants who believe an eligibility determination for METRO ParaCruz was made in error or who disagrees with the original certification decision may appeal the eligibility determination/certification decision within 60 days of the denial of an applicant's application.

ADA ParaCruz Eligibility And Appeals Process

Page 6

- 6.02 Applicants shall complete the attached Appeal Form or shall provide the following information to the Santa Cruz Metro, although the Appeal Form must be signed by the applicant before or at the hearing to confirm that the contents of the appeal are accurate:
- a. Applicants name, address and phone number;
 - b. Reason why the determination was incorrect;
 - c. Any information supporting the appeal.
- 6.03 An appeal hearing shall be scheduled within 30 days of receipt of the Appeal with a decision on the appeal provided to the applicant within 10 days of the Appeal Hearing. If an applicant wants to continue the appeal hearing, the hearing will be continued one time. If a decision on the appeal is not rendered within 30 days of the completion of the Appeal hearing, then the Applicant shall be provided with METRO ParaCruz until a decision of ineligibility on the appeal is rendered.

VII. COMPOSITION OF APPEALS PANEL

- 7.01 A three-member panel will hear each eligibility appeal for METRO ParaCruz. Each panel will include the General Manager or his/her designee, a MASTF appointed representative, and an individual who works with persons with disabilities. The Manager of Operations or his/her designee will recruit and provide training for a sufficient number of potential panel members to assure the ability to schedule appeals meetings as often as needed. Training for appeals panel members will focus upon Federal ADA paratransit eligibility criteria and upon the procedures for conducting an appeals hearing. Each panel member will receive \$25.00 per appeal hearing except METRO employees.
- 7.02 The eligibility appeal panel members shall keep the information pertaining to an individual's appeal confidential including all medical information unless ordered by a court of competent jurisdiction to release the information. Santa Cruz METRO shall be permitted to utilize information provided during the eligibility and appeal process or generated as a result of the eligibility and appeal process to defend a determination rendered by the appeals panel.
- 7.03 This appeal panel may also be used for other METRO ParaCruz service issues including declaring a METRO ParaCruz rider ineligible for service, suspending METRO ParaCruz service and "NO Show" determinations.

VIII. ROLE OF THE MANAGER OF OPERATIONS

- 8.01 The Manager of Operations or his/her designee will act as host at the appeal hearing and will provide administrative support for each appeal meeting, but will not directly participate in the deliberations and determinations made by the panel. The Manager of Operations or his/her designee will be responsible for the following:
- a. Receiving appeals from applicants.
 - b. Scheduling Appeals hearings within thirty days of the initiation of the appeal.
 - c. Notifying panel members and applicants of the date, time and place for scheduled appeal hearings.
 - d. Arranging free transportation to and from the appeals hearings for all applicants who request it.
 - e. Maintaining accurate records of appeals activities, including final determinations and statements of justification for each determination.
 - f. Providing written notice for applicants of the appeal determination within ten (10) days of the appeal hearing.

IX. HEARING PROCEDURES

- 9.01 Each appeal panel member will receive a copy of the certification records for each applicant making an appeal. Applicants will be welcome to submit written documentation of their choosing in support of the appeal. Applicants will have the right to be assisted by any person of their choosing at the appeal hearing.
- 9.02 To help assure that appeals hearing are non-threatening, one member of the appeals panel will be designated as chair for each appeal. That panel member will be primarily responsible for asking questions and conducting the appeal hearings in a professional and friendly manner. Any panel member may ask questions or seek clarifications as needed, but, for the most part, the chair will be responsible for directly communicating with the applicant and/or advocate. When necessary the appeal panel may conduct a functional assessment of the applicant to determine eligibility.

- 9.03 The chair will welcome all participants for each appeals evaluation. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least twenty-four (24) hours in advance of the hearing. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

X. APPEALS CHECKLIST

- 10.01 To help insure fairness and consistency, a checklist of issues will be reviewed by the members of the appeal panel at the commencement of the appeal hearing and those questions will be asked of the applicant and/or the advocate. The chair may phrase specific questions in any manner that seems appropriate or helpful given the apparent communication abilities of the applicant and the particular issues that arise.
- 10.02 The issues that will be addressed at each appeal hearing will include:
- a. Confirm information collected during certification interview:
 - Name
 - Address and Phone
 - Condition
 - Mobility Device
 - b. Is the applicant able to independently walk or wheel to and from bus stops?
 - c. Is the applicant able to board/deboard an accessible bus (using stairs, a ramp, or a lift)?
 - d. Is the applicant able to ride the bus, whether as a standee, or only if seated, or only if seated and secured?
 - e. Is the applicant able to collect and understand transit route information?
 - f. Is the applicant able to count and handle money to pay bus fare including bills and coins?

ADA ParaCruz Eligibility And Appeals Process

Page 9

- g. Are there any special circumstances that sometimes would prevent the applicant from completing a desired bus trip?
- 10.03 Finally, the appeal hearing chairperson will invite the applicant and/or his/her advocate to make any additional statements regarding factors that may prevent the applicant from independently using accessible transit services.
- 10.04 Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the denial of eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADA PARACRUZ SERVICE ELIGIBILITY APPEAL FORM

TO: METRO ParaCruz Eligibility Coordinator
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

Name of Applicant: _____

Address of Applicant: _____

Mailing Address (if different from above): _____

Telephone number: _____

E-mail address: _____

Reason Why the Determination was Incorrect: _____

Applicant's Signature or Parent's Signature if
Applicant is a Minor

Date

*** ATTACH ANY SUPPORTING DOCUMENTATION THAT YOU WISH THE
APPEAL PANEL TO CONSIDER.**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF SERVICE CHANGE FOR FALL 2002

I. RECOMMENDED ACTION

Staff recommends Board consideration for approval of proposed service changes for implementation in the Fall of 2002.

II. SUMMARY OF ISSUES

- In October 2001 and February 2002 the Board approved budget revisions designed to mitigate a deficit of \$833,000 for FY 01/02. At the February 2002 meeting the General Manager apprised the Board that declining sales tax revenues were expected in Fiscal Year 2002-2003, and advised that staff would present the Board with a set of service reductions for fiscal year 2002-2003 to address those anticipated shortfalls.
- Staff in conjunction with the Service Planning and Review Committee completed a series of proposed service reductions for Summer 2002 that resulted in operational savings of approximately \$1 million while preserving to the maximum extent, travel options for passengers.
- UTU agreed to a contract that delayed a step increase until the third year, resulting in savings of approximately \$300,000. Part of these funds was used for the restoration of some of the reduced service.

III. DISCUSSION

To meet a target of \$1 million in savings, METRO reduced service by approximately 20,000 annualized hours in FY 02/03, effective the Summer 2002 bid. Outreach for these Service Reductions included a series of public hearings, newspaper ads, internet and phone comments.

In May, staff began working with members of the Service Planning and Review Committee reviewing comments from the public on the Service Reductions and to conduct an audit of the Service Reductions to insure predictability and logic to the service METRO provides. Based on those comments and subsequent ridership research using farebox data and route surveys, staff has developed a list of service to be restored effective Fall 2002.

Notification of these changes consists mainly of Rider Alerts in the buses and advertisements in local newspapers of the public hearing to be held on July 26, 2002 at the Board of Directors meeting.

The proposed service changes are as follows:

A. SERVICE RESTORATION

1. The 6:50pm Route 65 from Capitola Mall to Santa Cruz

Comments received from the public pointed out that by eliminating the inbound 7:00pm Route 66 trip, service to the Brommer Street area was reduced to the extent that there is a gap in service of an hour and 25 minutes at a critical time of the day (6:10pm to 7:35pm). Staff proposes to reinstate this trip.

2. Route 69A Service from Watsonville to Capitola Mall

The Route 69A began weekday service in Fall 2001. In Summer 2002, the 6:20am and 7:20am inbound Route 69A trips were truncated, eliminating the Watsonville to Capitola Mall segment. The 7:20am trip in particular struggled to stay on time due to traffic on Highway 1. Staff continued to monitor ridership on this new service and targeted surveys were done indicating that ridership in Watsonville had risen as a percentage of total ridership to about 50% of all riders on the route. Given that this is the only direct service from Watsonville to Capitola Mall at this time of day, staff recommends this service be restored.

3. Route 91 Service from Watsonville to Santa Cruz

This was one of the last items to make it on the list for service reductions. Staff feels that Express service is the key to luring Single Occupancy Drivers out of their vehicles and onto public transit. Additionally, ridership on this route is not insignificant. Staff recommends the restoration of this trip.

B. NEW SERVICE

1. Scotts Valley Service - Route 32

As part of the Summer 2002 reduction, Route 30 was eliminated and Route 31 expanded to run all day. Three trips of a new Route 32 were created to serve customers (particularly K-12 students) wishing to go from Scotts Valley Drive to Lockwood Lane and Graham Hill Road. Comments received from customers associated with Vine Hill School indicated concern about children having to wait for a period of time for the next bus. Staff also had concerns about students from Scotts Valley Middle School getting to the Lockwood Lane and Graham Hill Road areas, although surveys show that very few go in that direction. North on Scotts Valley Drive seems to be the primary travel pattern of these students. Staff proposes adding one more Route 32 trip that will begin its route at Vine Hill School at 2:45pm to serve these customers.

C. DELETED SERVICE

1. 6:20pm Weekend Route 67 Outbound

This trip should have been deleted as a part of the Summer 2002 Service Reduction (as was the 6:20pm Weekday trip). The Route 7N now departs at 6:30pm making this trip redundant.

2. 7:30pm Route 54 - Weekdays and Weekends

This trip was on the list of Service Reductions but action was deferred by the Board of Directors to allow for further notice to the public. Staff now proposes to delete this trip.

D. MODIFIED SERVICE

1. Route 78

There have been multiple requests for weekend service to Salsipuedes. This route runs only three times a day and currently serves Crestview, which is also served by 3 other buses. Staff proposes to modify this route to serve Salsipuedes, which currently has no service on weekends.

2. Route 79

The Route 79 alternates between serving Crestview (departing on the odd hour) and serving Salsipuedes (departing on the even hour). As part of the Summer 2002 Service Reduction the 6:51pm trip of Route 79 was deleted. This was the last trip of the day for customers needing to get to Salsipuedes. We have received comments requesting the 5:51pm trip be modified to serve Salsipuedes. Because three other buses serve the Crestview area, staff recommends this modification.

3. Route 91

Historically there have been many variations of this route. In the last year staff has been working to standardize this route to the greatest extent possible. The proposal is to have all trips use the same routing with the exception of the 6:50am inbound trip from Watsonville that goes to UCSC and the 5:05pm trip that begins at UCSC and continues through Metro Center to Watsonville. For the trips that currently serve the Westside (6:05am inbound and 4:20pm outbound), the loop to the Westside will be eliminated. However, the 6:05am trip has been interlined to become the 6:40am Route 3B, so although the 91 timetable will not show Westside timepoints, in effect it will continue to serve the area. Rider Alerts have been distributed to notify customers on this and other changes.

IV. FINANCIAL CONSIDERATIONS

Costs for the implementation of the Fall 2002 Service Plan are estimated to be \$100,971 annually.

V. ATTACHMENTS

None

RT 15	RT 16	RT 19	RT 22
1:30 PM	9:00 AM	9:00 AM	9:00 AM
2:18 PM	9:25 AM	2:00 PM	10:00 AM
2:30 PM	9:35 AM	3:00 PM	11:00 AM
4:30 PM	9:50 AM	4:00 PM	12:00 PM
	10:25 AM	5:00 PM	1:00 PM
	10:35 AM		2:00 PM
	11:20 AM		3:00 PM
	11:25 AM		4:00 PM
	11:35 AM		
	12:06 PM		
	12:25 PM		
	1:25 PM		
	1:35 PM		
	2:25 PM		
	2:35 PM		
	3:00 PM		
	3:05 PM		
	3:25 PM		
	3:35 PM		
	3:55 PM		
	4:25 PM		
	5:25 PM		
4 trips	22 trips	5 trips	8 trips

UCSC School-Term Service

Fall 2002

RT 12	RT 13	RT 15	RT 16	RT 19	RT 20	RT 22
7:10 AM	7:20 AM	7:38 AM	9:00 AM	9:00 AM	7:20 AM	9:00 AM
8:10 AM	8:20 AM	7:52 AM	9:25 AM	12:00 PM	8:50 AM	10:00 AM
9:10 AM	9:20 AM	8:08 AM	9:35 AM	3:00 PM	10:20 AM	11:00 AM
10:10 AM	10:20 AM	8:38 AM	9:50 AM	4:00 PM	11:50 AM	12:00 PM
11:10 AM	11:20 AM	8:45 AM	10:25 AM	5:00 PM	1:20 PM	1:00 PM
1:00 PM	12:20 PM	9:38 AM	10:35 AM		3:50 PM	2:00 PM
2:00 PM	1:20 PM	9:53 AM	11:20 AM		4:50 PM	3:00 PM
3:00 PM	2:20 PM	10:08 AM	11:25 AM		5:20 PM	4:00 PM
4:00 PM	3:20 PM	10:38 AM	11:35 AM			
5:00 PM	4:20 PM	10:50 AM	12:06 PM			
	5:20 PM	11:08 AM	12:25 PM			
	6:20 PM	11:38 AM	1:25 PM			
		11:53 AM	1:35 PM			
		12:15 PM	2:25 PM			
		12:38 PM	2:35 PM			
		12:48 PM	3:00 PM			
		1:02 PM	3:05 PM			
		1:30 PM	3:25 PM			
		1:38 PM	3:35 PM			
		1:53 PM	3:55 PM			
		1:58 PM	4:25 PM			
		2:18 PM	5:25 PM			
		2:30 PM				
		2:38 PM				
		2:53 PM				
		3:08 PM				
		3:38 PM				
		3:53 PM				
		4:08 PM				
		4:30 PM				
		4:38 PM				
		4:53 PM				
		5:08 PM				
		5:38 PM				
		5:53 PM				
		6:08 PM				
		6:38 PM				
		6:53 PM				
10 trips	12 trips	38 trips	22 trips	5 trips	8 trips	8 trips

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION OF DIRECTING 2000 FEDERAL CAPITAL
EARMARK FUNDS TO BUS PROCUREMENT FROM THE
METROBASE PROJECT**

I. RECOMMENDED ACTION

It is recommended that the Board of Directors ratify staff action to save the Year 2000 Earmark Capital Funds by shifting them to bus procurement from the MetroBase Project where they are scheduled to lapse on September 30, 2002 if no action is taken.

II. SUMMARY OF ISSUES

- In 2000 through the efforts of Congressman Sam Farr the District was successful at securing a \$1.722 million earmark for capital funds for the MetroBase Project.
- These funds were valid for the year of the appropriation plus two years.
- The deadline for getting these funds into a Federal Transit Administration (FTA) grant is September 30, 2002.
- The current EIR will not be completed until December 2002 at the earliest.
- Without an approved EIR, these funds cannot be obligated into a grant for MetroBase.
- If the earmarked funds are not obligated into a grant by September 30, 2002, they will lapse back to the U.S. Treasury.
- The only way to salvage these funds is to request a grant for vehicles.

III. DISCUSSION

In FY 2000, the District was successful at securing an FTA 5309 Program Appropriation for Santa Cruz METRO that was for buses and bus facilities. The amount of the allocation was for \$1,721,822. A condition of this funding was that it must be obligated and placed into an FTA grant by September 30, 2002 or it will be returned to the U.S. Treasury.

Unfortunately, since the District does not have an approved Environmental Impact Review, we are unable to process a grant application for the MetroBase Project. Action is needed within the next few weeks to save this money for Santa Cruz. We attempted to divert this money to the Metro Center project but the same EIR requirement prevents this from occurring.

The only option left to the District is to use the funds for the purchase of buses. Once again, we are prevented from buying any diesel buses as the District assured the California Air Resources Board (CARB) that we would not make any more diesel bus purchases. Since the District's ability to fuel CNG buses is extremely limited, we can only purchase 2 CNG buses at this time. The remainder of the funding will be used to three (3) gasoline powered under 30 foot fixed route buses, five (5) mid size Paratransit gasoline powered cutaway type vehicles, and seventeen (17) Paratransit gasoline type van type vehicles.

In order for this project to proceed and be funded into a grant, the District has already submitted the project to AMBAG for their approval at their Board Meeting of July 8, 2002. After AMBAG's approval, the project must be approved by both the FTA and the Federal Highway Administration for inclusion in the Metropolitan Transportation Improvement Program. If the Board does not wish staff to proceed with saving these funds for Santa Cruz, direction must be provided to stop the process.

The District has another \$1,534,988 in FY 2001 FTA Section 5309 Bus Allocations coming due September 30, 2003. Without an approved EIR at that time these funds will also lapse from the MetroBase Project and will revert to the U.S. Treasury.

IV. FINANCIAL CONSIDERATIONS

These funds will no longer be available to the MetroBase Project. This brings to \$9.5 million the amount of funding that has lapsed this year for the MetroBase project, with another \$1.5 million that may lapse by September 30, 2003

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF DESIGNATING MEMBERS OF THE BOARD OF DIRECTORS TO PARTICIPATE IN THE PUBLIC OUTREACH PROCESS FOR THE SANTA CRUZ METRO CENTER DESIGN.

I. RECOMMENDED ACTION

That the Board of Directors designate members to participate in the public outreach meetings as a part of the design process for the Santa Cruz Metro Center Project.

II. SUMMARY OF ISSUES

- METRO received a grant from the State of California under the Traffic Congestion Relief Program (TCRP) for the Design and Right-of-Way acquisition phases necessary to renovate and expand the Santa Cruz Metro Center facility.
- On January 1, 2002 the Board of Directors entered into an Agreement with the City of Santa Cruz Redevelopment Agency to oversee the Santa Cruz Metro Center Project.
- The firm of Roma Design Group has been placed under contract to design the Metro Center facility.
- The Metro Center design process includes a public outreach and participation process with special emphasis on the Downtown Santa Cruz stakeholders.
- As the Santa Cruz Metro Center facility is a visible component of downtown, staff recommends that the Board of Directors designate members to participate in the public outreach process.

III. DISCUSSION

The Santa Cruz Metro Center facility has needed renovation and expansion for a long time. The passage of the Traffic Congestion Relief Program (TCRP) by the California State Legislature provided \$1,000,000 to carry out the Design and Right-of-Way Acquisition actions necessary to move forward to improve the Metro Center facility. On January 1, 2002 the Board of Directors entered into an Agreement with the City of Santa Cruz Redevelopment Agency to oversee and manage the Design and Right-of-Way Acquisition activities. The firm of Roma Design Group has been engaged to develop a design for the Metro Center project.

One component of the design process is an outreach and public participation program. The outreach activities will solicit input from the public as well as the Downtown Santa Cruz

stakeholders. The Metro Center facility is a very visible part of downtown. The facility has served as a focal point for many activities in the past. The product of the design phase will be critical to the success of the project. The new design must be viewed as a compliment to other development actions currently underway in the area. Given the high profile of the Metro Center project, staff recommends that interested members of the Board of Directors participate directly in the outreach program. Staff recommends that the Board of Directors designate members to participate in the Santa Cruz Metro Center design outreach process.

IV. FINANCIAL CONSIDERATIONS

The budget for the design of the Santa Cruz Metro Center project contains adequate funding to support the outreach program, including participation by members of the Board of Directors.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: **CONSIDERATION OF AWARD OF CONTRACTS FOR RESIDENT BUS INSPECTOR SERVICES**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute two contracts for resident bus inspection services for two separate bus procurements with First Transit, Inc. and J & S Maintenance Professional Services, Inc.

II. SUMMARY OF ISSUES

- District has entered into separate contracts with Orion Bus Industries for high floor suburban buses and New Flyer of America for low floor buses.
- Federal regulations require the District provide for the services of an inspector to be on-site at the manufacturer's facilities throughout the period of manufacture of the buses. Inspector shall monitor and report on the manufacture of said buses.
- A competitive procurement was conducted to solicit proposals from qualified firms.
- Four firms submitted proposals for the District's review.
- A three-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with First Transit, Inc. to provide resident bus inspection services for the high floor transit buses being built by Orion Bus Industries, and a contract be established with J & S Maintenance Professional Services, Inc. to provide resident bus inspection services for the low floor transit buses being built by New Flyer of America.

III. DISCUSSION

The District has established contracts for eleven (11) each high floor suburban coaches from Orion Bus Industries and twenty-nine (29) low floor transit coaches from New Flyer of America. Federal law requires production inspection and quality control assurance on coaches being manufactured for the District. Contractor will work with District staff to provide solutions for production line problems, will assist in implementing approved change orders, will test buses to ascertain whether or not they meet the specifications, will conduct additional tests as deemed

appropriate by the District and produce written reports on the final condition of each bus prior to delivery.

On May 15, 2002, District Request for Proposal, 01-24, was mailed to several firms and was legally advertised. On June 14, 2002, proposals were received and opened from four firms. They are First Transit Inc. of Cincinnati Ohio, J and S Maintenance Professional Services, Inc. of Banning California, McLean Consulting and Associates of Flushing Michigan, and Pacific Crest Engineering Inc of Watsonville. A three-member evaluation committee comprised of METRO staff have reviewed and evaluated the proposals.

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

Criteria	Priority
Qualifications and Experience	1
Price	2
Technical Approach	3
References	4
Financial Status/Insurance Coverage	5

Based on the above criteria, the selection committee chose to split the award. District staff is recommending that a contract be established with First Transit, Inc. to provide resident bus inspection services for the high floor transit buses being built by Orion Bus Industries for an amount not to exceed \$ 28,172.00. District staff is recommending that a contract be established with J and S Maintenance Professional Services, Inc. to provide resident bus inspection services for the low floor transit buses being built by New Flyer of America for an amount not to exceed \$18,960.00.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract are contained in the State Traffic Congestion Relief Program (TCRP) and federal grants.

V. ATTACHMENTS

Contract with First Transit, Inc.

Contract with J and S Maintenance Professional Services, Inc.

PROFESSIONAL SERVICES CONTRACT FOR RESIDENT BUS INSPECTION SERVICES FOR QUALITY CONTROL ASSURANCE PROGRAM FOR HIGH FLOOR TRANSIT BUSES THAT ARE TO BE BUILT BY ORION BUS INDUSTRIES (01-24-1)

THIS CONTRACT is made effective on July 26, 2002 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and FIRST TRANSIT, INC. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need For Resident Bus Inspection Services For Quality Control Assurance Program For High Floor Transit Buses That Are To Be Built By Orion Bus Industries

District has a need for resident bus inspection services for quality control assurance program for high floor transit buses that are to be built by Orion Bus Industries. In order to obtain these services, the District issued a Request for Proposals, dated May 15, 2002, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide resident bus inspection services for quality control assurance program for high floor transit buses that are to be built by Orion Bus Industries and whose principal place of business is 705 Central Ave, Suite 300, Cincinnati, Ohio. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for resident bus inspection services for quality control assurance program for high floor transit buses that are to be built by Orion Bus Industries, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On July 26, 2002, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the resident bus inspection services for quality control assurance program for high floor transit buses that are to be built by Orion Bus Industries described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated May 15, 2002 including Addendums Numbers 1 and 2.

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

Contractor's Proposal to the District for Resident Bus Inspection Services for Quality Control Assurance Program, signed by Contractor and dated June 14, 2002.

C. Exhibit "C"(Letter from Contractor)

Letter from Contractor dated July 8, 2002 to clarify estimated budget for this project.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.0 1.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued MAY 15, 2002.

3.0 1.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.0 1.04 DAYS - Calendar days.

3.0 1.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued MAY 15, 2002.

3.0 1.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

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

4. TIME OF PERFORMANCE

4.01 Term

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated May 15, 2002 including Addendums Numbers 1 and 2.

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

Contractor's Proposal to the District for Resident Bus Inspection Services for Quality Control Assurance Program, signed by Contractor and dated June 14, 2002.

C. Exhibit "C" (Letter from Contractor)

Letter from Contractor dated July 8, 2002 to clarify estimated budget for this project.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued MAY 15, 2002.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued MAY 15, 2002.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District as set forth in Exhibit B for the Orion Bus Industries bus procurement. Contractor agrees that it can fulfill its obligations under this contract within the allotted hours set forth in Exhibit B for the Orion Bus Industries bus procurement. Contractor shall not exceed the allotted hours without the express written approval of the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

First Transit, Inc.
705 Central Ave, Suite 300
Cincinnati, OH 45202
Attention: Donald Cahill

7. AUTHORITY

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

Signed on _____

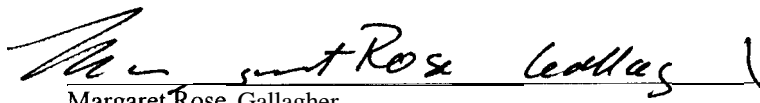
DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
FIRST TRANSIT, INC.

BY _____

Approved as to Form:



Margaret Rose Gallagher
District Counsel

PROFESSIONAL SERVICES CONTRACT FOR RESIDENT BUS INSPECTION SERVICES FOR QUALITY CONTROL ASSURANCE PROGRAM FOR LOW FLOOR TRANSIT BUSES THAT ARE TO BE BUILT BY NEW FLYER OF AMERICA (01-24-2)

THIS CONTRACT is made effective on July 26, 2002 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and J & S MAINTENANCE PROFESSIONAL SERVICES, INC. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need For Resident Bus Inspection Services For Quality Control Assurance Program For Low Floor Transit Buses That Are To Be Built By New Flyer of America

District has a need for resident bus inspection services for quality control assurance program for low floor transit buses that are to be built by New Flyer of America. In order to obtain these services, the District issued a Request for Proposals, dated May 15, 2002, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide resident bus inspection services for quality control assurance program for low floor transit buses that are to be built by New Flyer of America and whose principal place of business is 705 Central Ave, Suite 300, Cincinnati, Ohio. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for resident bus inspection services for quality control assurance program for low floor transit buses that are to be built by New Flyer of America, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On July 26, 2002, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the resident bus inspection services for quality control assurance program for low floor transit buses that are to be built by New Flyer of America described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated May 15, 2002 including Addendums Numbers 1 and 2.

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

Contractor's Proposal to the District for Resident Bus Inspection Services for Quality Control Assurance Program signed by Contractor and dated June 14, 2002.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued MAY 15, 2002.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued MAY 15, 2002.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District as set forth in Exhibit B for the New Flyer of America bus procurement. Contractor agrees that it can fulfill its obligations under this contract within the allotted hours set forth in Exhibit B for the New Flyer of America bus procurement. Contractor shall not exceed the allotted hours without the express written approval of the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

J & S Maintenance Professional Services, Inc.
14480 Highland Home Road
Banning CA 92220
Attention: Jerry Farrar, Project Manager

7. AUTHORITY

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

Signed on _____


DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
J & S MAINTENANCE PROFESSIONAL SERVICES, INC

By _____

Approved as to Form:



Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 26, 2002

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF APPROVAL OF LEASE FOR SCOTTS VALLEY TRANSIT CENTER TENANT

I. RECOMMENDED ACTION

Authorize the General Manager to execute a 1-year Lease Agreement for the Scotts Valley Transit Center for retail store space with Steve Dymerski, Ok Im Cho-Dymerski and Ok Hyun Cho-Byun dba The Blue Dolphin.

II. SUMMARY OF ISSUES

- The Santa Cruz Metropolitan Transit District has been advertising for leased space at the Scotts Valley Transit Center for approximately one year. Currently, the building at the Transit Center is unoccupied by a tenant. It has been vacant for the last three years. Last year, the Transit District paid approximately \$34,000.00 for security services to keep the facility open in order for the passengers to have access to the restrooms and heat.
- The Scotts Valley Facility has a need for a Transit District representative to sell tickets, provide transit information, monitor and keep open the public restrooms on the site, and notify the Transit District of any problems or occurrences.
- The hours of use that would necessitate someone keeping the facility open begins at 6:00 a.m., as the early morning commuters arrive to catch the 17 Express at that time. The facility needs to be opened and monitored from 6:00 a.m. to 10:00 a.m. and again from 2:00 p.m. until 6:00 p.m.

III. DISCUSSION

Steven and Ok Im Dymerski are Scotts Valley residents, residing across the street from the Scotts Valley Transit Center. They both currently work at Lintelle Engineering. Steven Dymerski has 20 years of "hands on" experience in operations, manufacturing, project management, as well as electronic assembly, testing and product research and development. Mrs. Dymerski has 18 years of experience in electrical assembly, maine operation and soldering. Ms. Cho-Byun has 5 years work experience as the owner of a store. Ms. Cho-Byun is Mrs. Dymerski's sister.

This family is interested in providing a service to patrons riding the Santa Cruz transit system. Their new business, The Blue Dolphin, would focus on selling snacks, newspapers and other miscellaneous sundry items.

They are able to establish a presence beginning at the hour of 6:00 a.m. with a closing hour of 6:00 p.m. This would make the business available to the majority of the transit ridership. The business would not be open between 10:00 a.m. and 2:00 p.m. to allow food preparation and business promotion.

In exchange for providing customer and transit service to patrons during the hours of operation, this business would receive free rent to operate and promote his business.

Last year, the Transit District paid approximately \$34,000.00 for security services to keep the bathrooms open for passengers as well as to provide security to the facility. Security services for the Scotts Valley Transit Center were deleted from the 02-03 Budget. As a result, the lobby has been locked and closed since July 1, 2002 and the restrooms are only available to employees via a keypad.

The owners, Mr. and Mrs. Dymerski and Ms. Cho-Byun will be reviewing the Lease. A meeting to finalize the agreement is being scheduled prior to the July 26th Board Meeting. The results of this meeting will be reported at the Board meeting.

IV. FINANCIAL CONSIDERATIONS

Although there will be no rent collected on this lease, the speculation is that ticket sales will increase and the presence of The Blue Dolphin will have a positive financial impact on the Transit District.

V. ATTACHMENTS

Attachment A: Proposed Lease Agreement

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

THIS LEASE is made on August 1, 2002 between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 370 Encinal, Suite 100, Santa Cruz, California, 95060, and, Steve Dymerski, Ok Im Cho-Dymerski and Ok Hyun Cho-Byun ("Tenant") **D/B/A The Blue Dolphin**, whose address is 106 Blue Bonnet Lane, #2, Scotts Valley, California, 95066 who agree as follows:

RECITALS

1. This lease is made with reference to the following facts and objectives:

Landlord is the owner of certain real property commonly known as the Scotts Valley Transit Center (hereinafter "Center") described in Exhibit "A." Said real property includes, without limitation, "Premises" which consists generally of approximately 2,270 sq. ft as follows: Building Lobby of 1,122.63 sq. ft. (approx. 45 x 25 ft); adjacent storage/ office of 54.25 sq. ft. (approx. 7x 8 ft.); and the area under the south trellis of 1,093 sq. ft. (approx. 25 x 44 ft.).

2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating a Snackshop and Newsstand business.
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES

1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the premises located in the Scotts Valley Transit Center at 246 King Village Drive, City of Scotts Valley, County of Santa Cruz, State of California, pictured in Exhibit A.

1.2 Airspace/Subsurface Rights

This lease confers no rights either with regard to the subsurface of the land in which the Premises are located or with regard to airspace above the ceiling in which the Premises are located.

ARTICLE 2: TERM

2.1 Fixed Term

The term shall commence on August 1, 2002 and shall expire at 12:01 a.m. on July 31, 2003, unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

Landlord has delivered possession of the premises to Tenant and tenant by his acceptance of the premises warrants that the premises are in good condition and meet Tenant's business needs.

2.3 Option to Extend Term

Tenant shall have two (2) options to extend the term of its lease, each for an additional one (1) year period under the same terms and conditions specified herein except that Landlord would be allowed to

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

charge rent, if appropriate. To exercise the option Landlord must receive written notification from Tenant exercising said option not later than ninety (90) days prior to the expiration of the initial one (1) year term. Tenant shall have no other right to extend the term beyond the options to extend term as described herein.

2.4 Tenant's Notice and Default

- a. If Tenant fails to give Landlord an option notice at least 90 days prior to the expiration of the initial term, Tenant's rights under this Article 2 shall be deemed to have been waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term options shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, in writing, prior to the expiration of the applicable time period for the exercise of such rights, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

2.5 Extension Option Not Separately Assignable

The extension options shall not be assignable separate and apart from this Lease.

ARTICLE 3: RENT

3.1 Rent Exchange for Services; Hours of Operation

Tenant shall receive free monthly rent, in exchange for the following services:

- 1. Tenant shall provide customer service to the public regarding local and regional transit information. This shall include providing local bus route and transfer information and providing Headways to those needing transit information.
- 2. Tenant shall provide bus and transit ticket and pass sales to the public.
- 3. Tenant shall keep the Center open at all times during hours of business operation for customers, passengers and the public to use the restroom facilities.
- 4. Tenant shall immediately notify Landlord of any problem, incident, accident, or criminal activity occurring at the Center.
- 5. Tenant shall provide other services as agreed upon with Landlord

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

6. Tenant agrees to provide the above mentioned services and to operate its business at a minimum during the hours of 6:00 a.m. to 10:00 a.m. and again from 2:00 p.m. until 6:00 p.m., Monday through Friday unless weekend traffic increases.
7. Working cooperatively with the janitorial service to keep the site clean.
8. Providing security services to the Center as follows:
 - (a) Informing center users of the rules and regulations specified in Exhibit C attached hereto.
 - (b) Calling Scotts Valley Police Department regarding violations of rules and regulations.
 - (c) Notifying the Facilities Maintenance Department at the Santa Cruz Metropolitan Transit District in the event of vandalism, possible damage to property or breach of security at the site.

3.2 Payment for Permits

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits for any approved Tenant improvements.

3.3 Negation of Partnership

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

ARTICLE 4: SECURITY DEPOSIT

Tenant has deposited with Landlord Six hundred Dollars (\$600.00), as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

ARTICLE 5: USE; LIMITATIONS ON USE

5.1 Use

- a. Premises shall be used by Tenant for a Snack and Drink Facility as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant of Tenant's business or of insuring that individuals who ride landlord's buses patronize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction.

- d. If social unrest, riots, police or unlikely action cause or require the Center to be closed, Tenant shall notify Landlord and secure the premises. Tenant shall notify Landlord of the reason the Center had to be closed and the length of the closure. If Tenant and Landlord dispute the need for closure pursuant to this provision, Landlord's determination shall be final.
- e. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of the premises by Landlord's bus passengers or customers. Tenant shall not allow said Premises, nor shall it be used for any improper, immoral, unlawful, or unethical purpose or for sleeping or residential purposes, including washing clothes or for the mixing of anything that might emit any objectionable odor or objectionable noises or lights into the building in which the Premises are located.

5.2 Limitations on Use

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. Tenant will be advised in advance of lease agreement by landlord of any and all rate increases caused by the nature of tenant's business. Tenant shall pay the premium increase which is the amount defined necessary by landlord's insurance carrier. Premium to be paid in a timely manner, no later than landlord's premium due date. Late fees or penalties to be paid proportional to tenant's share of premium after normal grace period expire.
- c. Tenant's expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

5.2.2 Deliveries

- a. Tenant shall not allow deliveries of any kind to be made on the bus lanes. Additionally, Tenant's employees shall be restricted to park in areas other than the bus lanes. Tenant shall ensure that the buses are unobstructed and allowed movement through the Scotts Valley Transit Center as scheduled by Landlord. Tenant shall ensure that neither it nor any of its operations shall interfere with Landlord's transit services.

5.2.3 Waste; Nuisance

- a. Tenant shall not use the Premises or public area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the building in which the Premises are located.
- b. No secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or public area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the public area.

5.2.4 Overloading

- a. Tenant shall not do anything on the Premises that will cause damage to the building in which the Premises are located.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Metro Center including the parking areas.

5.2.5 Hours of Operation

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.
- b. Landlord may, at its option, change the hours of operation for Tenant's business set forth in Exhibit B, by providing reasonable and timely notice of any change. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change to be considered.

5.2.6 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public and is commonly known as the Scotts Valley Transit Center. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations promulgated by the Board of Directors of Landlord now existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

may be promulgated by the officers or representatives of the Landlord in their official or departmental capacity upon reasonable and timely notification. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to proper and timely compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.

- b. Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access.

5.2.7 Limitation

- a. This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations and operation of the Center or any other Center's business in any manner or form.

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

- a. Except as provided in Section 6.2 and Articles 10 and 11, Landlord at its cost shall maintain in good condition, the following:
 - 1. The structural parts of the building and other improvements in which the premises are located, which structural parts include only the foundations, bearing and exterior walls (excluding glass), sub-flooring, and roof (excluding skylights);
 - 2. The unexposed electrical fixtures, plumbing fixtures, lights and sewage systems, including, without limitation, those portions of the systems lying outside the premises;
 - 3. Window frames, gutters, and down spouts on the building and other improvements in which the premises are located;
 - 4. Automatic doors, drinking fountains and display cases installed by Landlord; and
 - 5. Heating and ventilating system servicing the premises if installed by Landlord.
- b. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the premises or upon other portions of any building which the premises is part, or from other sources or places; or 4) any act or omission of any other tenant of any building of which the premises is a part. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant,

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

6.2 Tenant's Maintenance

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (light bulbs, etc.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system and door maintenance). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or other invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, or third parties at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereof and every part thereof (including but not limited to plate glass, heating, ventilating, store fronts, doors, automatic doors and awnings) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

ARTICLE 8: TRADE FIXTURES

Subject to the provisions of Article 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the building or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

9.1 Landlord and Tenant shall be responsible for electrical utilities and services as follows:

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, electricity, gas, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for seventy-five percent (75%) of Landlord's costs in furnishing trash collection services to the premises which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant;
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of total utility use by those sharing the same meter, or as metered use. Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease of the Premises under the terms of this Agreement including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property(ies) of Tenant and third persons. Notwithstanding the foregoing, Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under the lease.

10.2 Liability Insurance

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, insurance, and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, then Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy(ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord. Said policy or policies shall further provide that any other insurance carrier by Landlord shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Premises on said Metro Center. Changes in insurance amounts shall occur not more frequently than once a year.

10.3 Fire and Other Perils Insurance

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.
- c. The pro rata cost (based on percentage of Center's square footage) said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.
- d. Landlord may increase or decrease the amount of fire and other perils insurance required, based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest and required for all other Premises on said Metro Center.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

10.4 Tenant's Fire and Malicious Mischief Insurance

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent (100%) of their full replacement value. Landlord shall be named as an additional insured.

10.5 Plate Glass Insurance

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Both parties shall be named as additional insureds.

10.6 Proof of Insurance

Tenant shall provide proof of insurance evidencing at least the minimum levels described in Article 10 on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

10.7 Other Insurance Matters

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

1. Contain an endorsement requiring thirty- (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
2. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by fire, earthquake, the elements or other casualty and that the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion at landlord's expense. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other. If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party.

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
 1. The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
 2. That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
 3. Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
 4. As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

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

- b. Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

ARTICLE 13: DEFAULT

13.1 Tenant's Default

- a. The occurrence of any of the following shall constitute a default by Tenant:
 1. Failure to pay rent when due if the failure continues for three (3) days after a notice has been sent to Tenant
 2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days.
 3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease.
 4. The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within sixty (60) days from the date of filing, shall constitute a default under this Lease.
 5. Either the appointment of a receiver to take possession of all, or substantially all, of the assets of any Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of any Tenant which remains in effect for more than sixty (60) days, or a general assignment by any Tenant for the benefit of creditors, shall constitute a default of this Lease by Tenant.

- b. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice.

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

13.2.2 Tenant's Right to Possession Not Terminated

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any relating. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
 1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
 2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;
 3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
 1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
 2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
 4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- b. "The worth, at the time of the award," as used in items "1" and "2" of this Section 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

13.2.4 Landlord's Right to Cure Tenant's Default

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Scotts Valley required. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

ARTICLE 15: LANDLORD'S ENTRY ON PREMISES

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.

- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

ARTICLE 17: NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

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

Steve Dymerski, Ok Im Cho-Dymerski and Ok Hyun Cho-Byun
dba The Blue Dolphin
106 Blue Bonnet Lane, #2
Scotts Valley, CA 95066

ARTICLE 18: WAIVER

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER

19.1 Surrender of Premises

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises covered by Article 11), except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of Article 7. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

19.2 Holding Over

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, option to extend, and option to acquire the Premises, shall apply to the month-to-month tenancy.

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

20.1.1 Time of Essence

Time is of the essence of each provision of this lease.

20.1.2 Corporate Authority

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

20.1.3 Successors

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

20.1.4 Rent Payable in U.S. Money

Rent and all other sums payable under this lease must be paid in lawful money of the United States of America.

20.1.5 Real Estate Brokers; Finders

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

20.1.6 Status of Parties on Termination of Lease

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

20.1.7 Exhibits-Incorporation in Lease

All exhibits referred to are attached to this lease and incorporated by reference.

20.1.8 Licenses and Permits

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

20.1.9 Pest Control

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extend, and frequency of pest control measures shall be determined by Landlord. Tenant shall reimburse Landlord for the costs incurred by Landlord for this service on a quarterly basis.

20.1.10 Drug and Alcohol Policy

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

Tenant and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at Metro Center or at any District facility, or distribute same to Landlord's employees, passengers, or the general public.

20.1.11 Smoke Free

The Center is a smoke free facility. Tenant shall comply with the City Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

20.1.12 Information Form

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact person, on a semi-annual basis or when changes occur.

20.1.13 Termination for Convenience

The lease may be terminated by the Landlord upon fifteen (15) days notice at any time without cause for any reason in whole or in part, whenever the Landlord determines that such termination is in the Landlord's best interest.

20.1.14 Publicity

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

20.1.15 Consent to Breach Not Waiver

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

20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons

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

20.1.17 Cal OSHA/Hazardous Substances

- a. Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.
- b. Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- c. Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- d. Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- e. Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- f. Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":
 - 1. Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
 - 2. any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

20.1.18 All Amendments in Writing

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

20.1.19 Responsibility for Equipment

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

20.1.20 Equipment

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

20.1.21 Nondiscrimination

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

20.2.1 Liens

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

20.2.2 Integrated Agreement; Modification

This lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

20.2.3 Provisions are Covenants and Conditions

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

20.2.4 Use of Definitions

The definitions contained in this lease shall be used to interpret this lease.

20.2.5 Definitions

As used in this lease, the following words and phrases shall have the following meanings:

- a. ALTERATION: Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. AUTHORIZED REPRESENTATIVE: Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. CONSENT: Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. DAMAGE: Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. DAMAGES: A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.
- f. DESTRUCTION: Damage, as defined here, to or disfigurement of the Premises.
- g. ENCUMBRANCE: Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. EXPIRATION: The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. GOOD CONDITION: The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. HOLD HARMLESS: To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action,

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit E.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- y. TERM: The period of time during which Tenant has a right to occupy the Premises.
- z. TERMINATION: The ending of the term for any reason before expiration, as defined here.

20.2.6 Captions

The captions of this lease shall have no effect on its interpretation.

20.2.7 Singular and Plural

When required by the context of this lease, the singular shall include the plural.

20.2.8 Joint and Several Obligations

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

20.2.9 Severability

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

ARTICLE 21: ATTORNEYS' FEES

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

ARTICLE 22: AUTHORITY

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

IN WITNESS WHEREOF, this lease is executed by the Santa Cruz Metropolitan Transit District and the Tenant has affixed his/her signature(s) the day and year first herein above written.

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: _____
Leslie R. White,
Secretary/General Manager

DATE: _____

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

TENANT – The Blue Dolphin

BY: _____ DATE: _____
Steve Dymerski, Owner

BY: _____ DATE: _____
Ok Im Cho-Dymerski, Owner

BY: _____ DATE: _____
Ok Hyun Cho-Byun

Approved as to Form:

BY: _____ DATE: _____
Margaret Gallagher,
District Counsel

Exhibit A - Floor plan

Exhibit B - Menu, hours of operation
Closure for Holidays- Thanksgiving (varies), Christmas (Dec. 25), and New Year's Day (Jan. 1)

Exhibit C - Rules and Regulations

Exhibit D - Tenant Personal Property

DESCRIPTION OF PREMISES

The premises consist of the floor, interior walls, doors, windows (including glass), and ceiling commonly known as:

Building Lobby of 1,122.63 sq. ft. (approx. 45 x 25 ft.), adjacent storage/ office of
54.25 sq. ft. (approx. 7x 8 ft.) & the area under the southerly trellis of 1,093 sq. ft.
(approx. 25 x 44 ft.)

comprising approximately 1,176.88 sq. ft. + patio of 1,093 square feet, in the building commonly known as:

Scotts Valley Transit Center

A diagram showing the leased premises outlined in red appears on page 2 of this exhibit.

Initials:
Lessor: _____
Lessee: _____

EXHIBIT A

Exhibit B

Use; Hours of Business

1. Tenant shall operate a Snackshop and Newsstand and sell food, sundries and other merchandise related to the business.
2. Tenant shall operate daily except when the Center is closed (Christmas, New Year's Day, and Thanksgiving) and any other day designated by Landlord.
3. Tenant's hours of operation shall be 6:00 a.m. – 10:00 a.m. and 2:00 p.m.-6:00 p.m.

INITIALS

Landlord:_____

Tenant:_____

EXHIBIT C

RULES AND REGULATIONS

1. SIGNS AND ADVERTISEMENTS

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building including on windows or doors without the prior written consent of Landlord, and Landlord shall have the right to remove any non-complying sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. Landlord intends to maintain design continuity, and Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, balcony or wall which may appear unsightly from outside the Premises. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

3. FREE MOVEMENT

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises. Notwithstanding Tenant may place tables and chairs in area as long as ingress and egress is not obstructed and is in compliance with any and all laws protecting the disabled.

4. LOCKS

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

5. USE OF RESTROOMS

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by the Tenant who, or whose employees or invitees shall have caused it.

6. CARE OF PREMISES

Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

7. FURNITURE; EQUIPMENT; SAFES

No furniture, or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

8. OBJECTION USE; PETS

Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building, except service dogs are allowed.

No cooking shall be done or permitted by Tenant except as part of Tenant's approved business, nor shall the Premises be used for the exterior storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. HAZARDOUS FLUIDS, HVAC

Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or otherwise approved by Landlord.

10. ELECTRICAL WORK; LOCATION OF EQUIPMENT

Landlord will direct electricians as to where and how electrical outlets, telephone, computer and telegraph wires and cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of electrical outlets, telephones, call boxes and other business equipment affixed to the Premises shall be subject to the approval of Landlord.

11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD

In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.

12. RIGHT TO EXCLUDE OR EXPEL

Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or State, Municipal or Transit District law, ordinance or resolution.

13. INSTALLATION OF MACHINES

No vending machine or machines of any description shall be installed, or maintained or operated upon the Premises without the written consent of the Landlord.

14. RIGHT TO CHANGE NAME AND STREET ADDRESS

Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

15. QUIET ENJOYMENT

Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

16. USE OF BUILDING NAME

Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address.

17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD

Landlord shall have the right to control and operate the public portions of the Building, and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of the tenants and public generally.

18. SECURITY

All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be closed except for normal ingress and egress from the Premises. Tenant shall secure all furniture and equipment when not on the premises.

19. DISTRICT BUSINESS; CARE OF PATRONS

Landlord's primary business and public purpose is public transit, and Tenant shall cooperate with Landlord's bus operating policies at Scotts Valley Transit Center. Tenant shall take care in preparing, packaging and serving food and beverages to assure that buses, bus operators, and bus passengers are not endangered, damaged, or inconvenienced. No food or beverage shall be sold, and no food or beverage shall be packaged in such a way that, in Landlord's sole opinion, may unduly soil, litter, stain, create a visual nuisance or increase Landlord maintenance costs on or about Landlord equipment, buses, or property.

20. VEHICLE RESTRICTION

No vehicles shall be operated, parked or otherwise driven onto Transit Center bus driveways by Tenant or its employees or agents. Any vehicles in Transit Center may be towed immediately by Landlord or Landlord's agent, at violator's expense.

21. PICK UP AND DELIVERIES

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's premises shall be at locations and times described by Landlord. Pick up and deliveries of any type in Scotts Valley Transit Center bus lanes or driveways are strictly forbidden.

22. NO SMOKING

The entire Transit Center shall be a smoke-free facility. Tenant shall refrain from smoking at the Transit Center and shall inform its employees and patrons that the Center is smoke-free.

23. BIKE USE AND ABANDONMENT

Bicycles are not to be operated at the Transit Center. If Tenant observes anyone riding a bicycle at the Center he/she shall notify them of this rule.

If a bicycle is abandoned at the Transit Center Tenant shall have it removed in accordance with California State law.

24. LOITERING

No loitering in accordance with California State law and local ordinances.

25. SKATEBOARDING

Skateboarding at the Transit Center and in its parking lot are prohibited.

26. When not on the Premises, Tenant shall insure that the Premises, including chairs, tables and other moveable objects are secure from

INITIALS

Landlord: _____

Tenant: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: July 26, 2002

TO: Board of Directors

FROM: Leslie White, General Manager

**SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION
RECOGNIZING THE PASSAGE OF THE AMERICANS WITH
DISABILITIES ACT ON THE TWELFTH ANNIVERSARY OF
ITS ENACTMENT**

I. RECOMMENDED ACTION

Adopt a Resolution Recognizing the Passage of the Americans with Disabilities Act of 1990 on the 12th Anniversary of its Enactment

II. SUMMARY OF ISSUES

- July 26, 2002 marks the 12th Anniversary of the Americans with Disabilities Act (ADA).
- The Americans with Disabilities Act prohibits discrimination against those with disabilities in all areas of American life including transportation.
- Santa Cruz Metropolitan Transit District's community of transportation providers and riders acknowledge the impact of the ADA on the lives of all those living in Santa Cruz.

III. DISCUSSION

Signed into law by George Bush on July 26, 1990, the Americans with Disabilities Act of 1990 (ADA), prohibits discrimination against qualified individuals with disabilities in such critical areas as employment, public services and transportation, public accommodations, and telecommunications services. The purpose of the Act is to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities and to bring persons with disabilities into the economic and social mainstream of American life; to provide enforceable standards addressing discrimination against individuals with disabilities; and to ensure that the federal government plays a central role in enforcing these standards on behalf of individuals with disabilities.

The ADA is divided into five titles. Title I of the ADA prohibits covered employers including employers that affect commerce, employment agencies, labor organizations, and joint labor-management committees from discriminating against a "qualified individual with a disability"

with regard to job applications, hiring, advancement, discharge, compensation, training, or other terms, conditions, or privileges of employment. Many of the standards of discrimination set out in regulations implementing Section 504 of the Rehabilitation Act of 1973 are incorporated into the ADA, including the obligation to provide reasonable accommodations unless it would result in an undue hardship on the operation of the business.

Title II makes applicable the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, regardless of whether or not these entities receive federal financial assistance. It also extends coverage to all public entities that provide public transportation, whether or not they receive federal aid.

Title III extends the prohibition against disabilities discrimination to privately operated accommodations and prohibits discrimination in public transportation services provided by private entities.

Title IV provides to hearing and speech impaired individuals telephone services that are functionally equivalent to those provided to hearing individuals. Other miscellaneous provisions included in Title IV include:

- A construction clause explaining the relationship between the provisions in the ADA and the provisions in other federal and state laws;
- A construction clause explaining that the ADA does not disrupt the current nature of insurance underwriting;
- A prohibition against retaliation;
- A clear statement that states are not immune from actions in federal court for a violation of the ADA; a directive to the Architectural and Transportation Barriers Compliance Board to issue guidelines;
- Authority to award attorney's fees;
- A directive to the Attorney General, with the assistance of other federal agencies, to assist entities covered under the ADA in understanding their responsibilities;
- A clear statement that both the House and Senate are covered by the ADA;
- A statement that persons using illegal drugs are not protected by the ADA; however, a person who has been successfully rehabilitated and is no longer a user of illegal drugs is covered by the definition of "disability;"
- A non-exhaustive list of disorders which are not considered "disabilities" under the ADA; and
- Amendment to the Rehabilitation Act of 1973 making it clear that current users of illegal drugs are not covered by that Act.

Title V contains the ADA's miscellaneous and enforcement provisions.

The ADA has been called the Emancipation Proclamation and a Bill of Rights for people with disabilities. Clearly, the passage of the ADA has changed the lives of all Americans in a positive

way and it is good on this anniversary of its passage that we as a community of transportation providers and riders affirm our commitment to its provisions.

IV. ATTACHMENTS

Attachment A: Resolution

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

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF RECOGNITION
OF THE PASSAGE OF
THE AMERICANS WITH DISABILITIES ACT OF 1990**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County, and

WHEREAS, the Congress of the United States of America, in 1990, passed landmark legislation entitled Americans with Disabilities Act, and

WHEREAS, on July 26, 1990 President George Bush signed the Americans with Disabilities Act into law, and

WHEREAS, the Americans with Disabilities Act recognized the civil rights of people with disabilities and provided legislative and judicial enforcement of those rights, and

WHEREAS, the Americans with Disabilities Act required public transportation services to be accessible to people with disabilities, and

WHEREAS, the Americans with Disabilities Act required the provision of complimentary Paratransit service which opened opportunities for people with disabilities that had not previously existed, and

WHEREAS, the Americans with Disabilities Act has provided the foundation for the Santa Cruz Metropolitan Transit District to assertively expand its efforts to ensure the maximum level of access to public transportation services, and

WHEREAS, the quality of public transit service in Santa Cruz County and the United States of America has been dramatically improved as a result of the passage of the Americans with Disabilities Act.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby recognize the 12th anniversary of the signing of the Americans with Disabilities Act and further, recognizes the impact of this legislation on the advancement of public transportation access to people with disabilities in Santa Cruz County and the United States of America. The Board of Directors further expresses its appreciation and support of the Americans with Disabilities Act of 1990 on behalf of itself, the staff, and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Chair of the Metro Accessible Services Transportation Forum and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 26th day of July 2002 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