

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
JULY 25, 2008 (Fourth Friday of Each Month)  
\*SCOTTS VALLEY CITY COUNCIL CHAMBERS\*  
\*ONE CIVIC CENTER DRIVE\*  
SCOTTS VALLEY, CALIFORNIA  
9:00 a.m. – 11:00 a.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM)

**NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER**

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
  - a. Richard Masoner Re: Bicycles Inside Hwy 17 Express Buses
  - b. Natasha Castro Re: Bicycles Inside Hwy 17 Express Buses
  - c. Darcy Horton Re: UTU, Local 23 Fixed Route Labor Agreement
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

**CONSENT AGENDA**

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JUNE 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2008
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF CHAD PEEVYHOUSE, CLAIM #08-0019;  
DENY THE CLAIM OF GARY HAROLD, CLAIM #08-0020;  
DENY THE CLAIM OF THOMAS HILTNER, CLAIM #08-0021
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) **REVISED** AGENDA FOR JULY 16, 2008 AND MINUTES OF MAY 21, 2008s
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF APRIL 2008
- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2008

- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR AUDITING OF THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF APRIL & MAY 2008
- 5-9. ACCEPT AND FILE APRIL 2008 RIDERSHIP REPORT
- 5-10. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT

### **REGULAR AGENDA**

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Beautz
- 7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF BONNIE J. WILSON AS ADMINISTRATIVE ASSISTANT/SUPERVISOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented By: Chair Beautz
- 8. CONSIDERATION OF MAC RECOMMENDATION TO PROHIBIT FULL SIZE BICYCLES INSIDE OF HIGHWAY 17 BUSES  
Presented By: Ciro Aguirre, Operations Manager
- 9. CONSIDERATION OF ADOPTING AN ANNUAL DBE PARTICIPATION RATE OF 1.32% FOR FEDERALLY FUNDED PROCUREMENTS IN FY 2009  
Presented By: Mark Dorfman, Assistant General Manager
- 10. AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT TO EXTEND THE CONTRACT FOR ARCHITECT AND ENGINEERING SERVICES FOR THE METROBASE PROJECT WITH RNL DESIGN THROUGH DECEMBER 31, 2010  
Presented By: Tom Stickel, Maintenance Manager
- 11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALLIANT INSURANCE SERVICES REPRESENTING HARTFORD INSURANCE FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE  
Presented By: Tom Stickel, Maintenance Manager
- 12. CONSIDERATION OF ACCEPTING THE FINANCIAL PROPOSAL FROM THE CENTRAL COAST ALLIANCE FOR HEALTH FOR THE PROVISION OF DIALYSIS TRANSPORTATION  
Presented By: Leslie R. White, General Manager

13. CONSIDERATION OF ADOPTION OF A MANAGEMENT COMPENSATION PLAN FOR METRO MANAGEMENT PERSONNEL FOR THE PERIOD OF JULY 1, 2008-JUNE 30, 2009  
Presented By: Leslie R. White, General Manager
14. CONSIDERATION OF CALL STOP AUDIT REPORT FOR THE PERIOD OF APRIL THROUGH JUNE 2008 AND CONSIDERATION OF INTERACTIONS BETWEEN OPERATORS AND METRO STAFF REGARDING CALL STOP AUDIT FINDINGS  
Presented By: Margaret Gallagher, District Counsel
15. CONSIDERATION OF SERVICE REVISIONS FOR FALL 2008  
Presented By: Mark Dorfman, Assistant General Manager
16. CONSIDERATION OF PROPOSED PUBLIC OUTREACH PLAN FOR THE DRAFT SHORT RANGE TRANSIT PLAN  
Presented By: Mark Dorfman, Assistant General Manager
17. AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT TO EXTEND THE CONTRACT FOR WITH PAT PIRAS CONSULTING FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS THROUGH NOVEMBER 30, 2008  
Presented By: Tom Stickel, Maintenance Manager
18. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR AUGUST 22, 2008 – WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE  
Presented By: Chair Beautz
19. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
20. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

**SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9)
  - a. Name of Case: Claims of Sharon O'Connor

**SECTION III: RECONVENE TO OPEN SESSION**

21. 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.

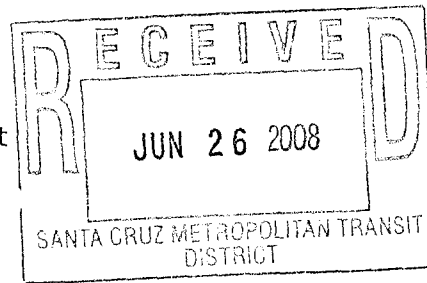
Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The 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 Cindi Thomas 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 on Comcast Channel 25.



June 24, 2008

Board of Directors  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Ste 100  
Santa Cruz, CA 95060



**Highway 17 Bicycles on Board policy**

Dear Board members:

I read the minutes from the April meeting of the Metro Advisory Committee and was shocked to see that they passed a motion recommending a change in policy regarding bicycles on board the Highway 17 Express service. The Metro Advisory Committee voted unanimously to prohibit bikes on board the service in the same meeting where the motion to ban bikes was introduced. This was done with no input from bicyclists who use the service or any opportunity for creative solutions.

As the Directors are aware, bikes are permitted in the handicap area inside the bus as an overflow space when the front bike racks are full because of the relative infrequency of the Highway 17 bus and the great distance and elevation it covers. MAC discussion in the minutes noted that cyclists in most jurisdictions do not expect to bring their bikes on board; they failed to think that most bus services in the United States cover fairly short, bikeable distances, while a cyclist abandoned by the Highway 17 service must ride 20 miles and climb to 2000 elevation to travel between Santa Cruz and San Jose.

The MAC meeting minutes also included discussion of how "unfair" it is for passengers who must move and sit next to another passenger or even, in very rare cases, stand (!) on the bus. Nobody mentioned how unfair it is for the cyclist who is left behind completely, never mind standing in the aisles. I've even seen the last bus of the day filled to capacity with bikes -- with the proposed policy, those cyclists are out of luck until the next day.

I've been riding the Highway 17 service every working day for two years now and I'm very aware of the crowding that now exists on the bus. I'm now using a folding bike to avoid the bike space issue, but for many people this simply is not an option financially, even with the Santa Cruz County county folding bike subsidy program.

I urge the members of the board to vote against any immediate change in the bikes on board program that would ban bikes completely from the Highway 17 bus. I've notified People Power Santa Cruz of this issue, and as a member of People Power Santa Cruz I am willing to speak with Metro directors and staff about practical alternative solutions besides an outright ban.

Sincerely,

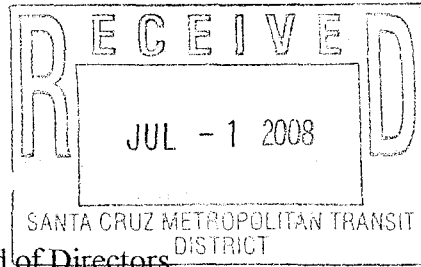
Richard Masoner

2-a.1

Natasha Castro

June 29, 2008

Dear Santa Cruz Metro Board of Directors,

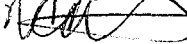


I am writing to ask that you continue to allow two bicycles to ride inside the Highway 17 bus when there are no handicapped passengers requiring the seats. I have been a bike commuter on the Highway 17 bus for three years now. I work with children in San Jose and have to ride between one and five miles to get to the various school sites. My family has lived in Santa Cruz County for three generations. As you might know, it has become increasingly difficult for young, college educated adults to stay in Santa Cruz. Choosing to live in the same community as my family has required a variety of sacrifices. The only place I was able to find employment in my field was in San Jose. The cost of living is so high that I cannot afford to drive to my job everyday. Being able to take the Highway 17 bus and ride my bicycle to work has made it possible for me to continue to live in Santa Cruz. If I cannot count on being able to get on the bus everyday, I will have to leave the area. Santa Cruz County is suffering because young people like me are not able to make a decent living in the area. Making it impossible for people like me to get to work will force us to leave Santa Cruz.

I understand that some passengers find it inconvenient to have to wait for bicycles to be loaded or change their seats if a bicycle needs to be brought on board. This inconvenience is minor compared to the many bike riders who could be left behind in Santa Cruz, made to be late for work. People who get on mid-route may never be able to load their bicycles if the racks are filled in downtown Santa Cruz or San Jose. There are long wait times between the Highway 17 busses. On weekends, wait times can be two hours! If you really must revise the rule about bicycles being allowed on board, I request that you provide more bus service during peak commute times and weekends.

Thank you for taking the time to listen to my concerns. I hope you choose to continue to allow bicycles on the bus.

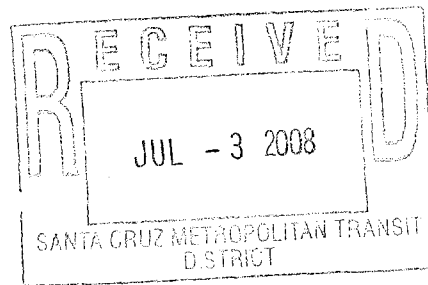
Sincerely,

  
Natasha Castro

2-b.1

July 1, 2008

Administrative Services Coordinator  
Santa Cruz Metropolitan Transit District  
370 Encinal, Suite 100  
Santa Cruz, CA 95060



Dear Board of Directors:

I am extremely disappointed in your recent decision to give transit workers a 3% annual increase plus improve their health benefits...all at the expense of the district and at a time when the district is running at a deficit. In managing my personal finances, I cannot spend money I don't have and I would never enter into a long term contract with a commitment to pay what I knowingly cannot afford.

These are tough times. We are all having to pay more for energy, food, gas, etc. while earning the same or less. I expect transit workers to have to tighten their belts as well. And I expect you, as board members, to make wise financial decisions on my behalf.

Instead, you have made the decision to dip into reserves to pay for this recent increase. This is very unwise. As a tax paying citizen I am outraged at how you are managing my money. I expect more from you.

*Darcy Horton*

Darcy Horton

2-c.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
18940	06/05/08	-10.00	E385	GLENN, ISSAC		8517	DMV/VTT FEES	-10.00	**VOID
19437	06/05/08	-10.00	E605	HERRERA, OSCAR		9211	DMV FEES	-10.00	**VOID
20538	06/05/08	-322.93	M061	KAMEDA, TERRY	0	9000772	MED PYMT SUPP	-322.93	**VOID
23709	06/19/08	-118.64	T150	MILLER, MARY		15469	OVERPAYMENT/HLTHCARE	-118.64	**VOID
25850	06/05/08	-13,020.00	449	WESTERN APPLIANCE		19087	VEHICLE LIFT	-13,020.00	**VOID
26038	06/05/08	-4,000.00	002873	USPS-HASLER		19547	POSTAGE FOR METER	-2,000.00	**VOID
						19582	POSTAGE FOR METER	-2,000.00	
29001	06/06/08	1,214.40	001263	ABBOTT STREET RADIATOR, INC.		19915	OUT RPR REV VEH	1,214.40	
29002	06/06/08	38.00	886	ALL PURE WATER	0	20184	OFFICE SUPPLIES	38.00	
29003	06/06/08	93.96	002828	ALLIED ELECTRONICS		20101	PARTS & SUPPLIES	93.96	
29004	06/06/08	15.00	359	AMERICAN MEDICAL RESPONSE WEST		20102	11/07-2/08 RESEARCH	15.00	
29005	06/06/08	206.32	002861	AMERICAN MESSAGING SVCS, LLC		20031	JUNE PAGERS	206.32	
29006	06/06/08	17,662.60	941	ASSURANT EMPLOYEE BENEFITS		20136	JUN LTD INS	17,662.60	
29007	06/06/08	3,969.99	001A	AT&T/MCI		20104	MAY PHONES	1,915.31	
						20160	APRIL PHONES/IT	1,496.27	
						20168	APR PHONES/PT	49.55	
29008	06/06/08	745.00	478	BEE CLENE	0	19927	APR PHONES/PT	508.86	
29009	06/06/08	184.96	002189	BUS & EQUIPMENT		19840	CARPET-ENCINAL	745.00	
						20075	REV VEH PARTS	70.01	
29010	06/06/08	80.00	E441	CASTILLO, TONY		20189	REV VEH PARTS	114.95	
29011	06/06/08	267.86	172	CENTRAL WELDER'S SUPPLY, INC.		19934	6/9-6/10 TRAINING	80.00	
29012	06/06/08	1,719.58	739	CENTURY CHEVROLET		20045	SAFETY SUPPLIES	267.86	
						20056	REV VEH PARTS	129.21	
						20057	REV VEH PARTS	623.23	
						19940	OUT RPR # 311	967.14	
29013	06/06/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		20133	JUN LEGISLATIVE SVCS	5,000.00	
29014	06/06/08	50.70	667	CITY OF SCOTTS VALLEY		20025	3/15-5/15 KINGS VLG	50.70	
29015	06/06/08	1,959.23	130	CITY OF WATSONVILLE UTILITIES		20026	CONTAINER/RODRIGUEZ	1,403.08	
						20027	3/5-5/2 RODRIGUEZ	65.64	
						20028	3/5-5/2 RODRIGUEZ	45.02	
29016	06/06/08	973.00	001113	CLARKE, SUSAN	7	20188	3/5-5/2 RODRIGUEZ	445.49	
29017	06/06/08	4,642.82	001124	CLEAN ENERGY		20006	EXT BUS ANNOUNC/AUD	973.00	
29018	06/06/08	598.21	075	COAST PAPER & SUPPLY INC.		19695	LNG/FLT	4,642.82	
29019	06/06/08	8.07	418	COUNTY OF SANTA CRUZ		19861	CLEANING SUPPLIES	598.21	
29020	06/06/08	107,224.93	002814	CREATIVE BUS SALES, INC.		20077	CNG/FLT	8.07	
						20078	REV VEH PARTS	918.02	
						20079	REV VEH PARTS	462.67	
						20180	REV VEH PARTS	917.06	
29021	06/06/08	398.08	001000	DAIMLER BUSES N. AMERICA INC.		19909	NEW BUS	104,927.18	
29022	06/06/08	149.21	002389	DARCO PRINTING	7	20151	REV VEH PARTS	398.08	
29023	06/06/08	2,198.39	157	DELL MARKETING L.P.		19917	OFFICE SUPPLIES/OPS	149.21	
						19918	COMPUTER SUPPLIES/IT	987.36	
						19919	COMPUTER SUPPLIES/IT	279.54	
29024	06/06/08	40,183.48	800	DELTA DENTAL PLAN		20003	COMPUTER SUPPLIES/IT	931.49	
29025	06/06/08	22,677.40	001316	DEVCO OIL		20150	JUNE DENTAL	40,183.48	
29026	06/06/08	1,157.70	480	DIESEL MARINE ELECTRIC, INC.		19706	5/16-5/31 FUEL/FLT	22,677.40	
29027	06/06/08	215.00	001492	EVERGREEN OIL INC.		20096	REV VEH PARTS	1,157.70	
29028	06/06/08	23.50	002307	EWING IRRIGATION PRODUCTS		19908	HAZ WASTE DISP	215.00	
29029	06/06/08	372.00	432	EXPRESS PERSONNEL SERVICES		20185	REPAIRS/MAINTENANCE	23.50	
							TEMP/FLT W/E 5/18	372.00	

5-1.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29030	06/06/08	80.00	E395	GARCIA, SAMUEL		20190	6/9-6/10 TRAINING	80.00	
29031	06/06/08	587.54	647	GFI GENFARE		20090	REV VEH PARTS	587.54	
29032	06/06/08	1,306.34	117	GILLIG CORPORATION		19914	REV VEH PARTS	1,306.34	
29033	06/06/08	193.51	711	GLASS DOCTOR	7	20058	OUT RPR REV VEH	193.51	
29034	06/06/08	10.00	E385	GLENN, ISSAC		8517	DMV/VT FEES	10.00	
29035	06/06/08	148.52	002905	HELM, INC.		20141	OFFICE SUPPLIES	148.52	
29036	06/06/08	10.00	E605	HERRERA, OSCAR		9211	DMV FEES	10.00	
29037	06/06/08	246.48	E456	HIGGINS, CHAYME		20002	MEDICAL EXAM	246.48	
29038	06/06/08	1,060.58	166	HOSE SHOP, THE		19936	PARTS & SUPPLIES	670.06	
						19937	REV VEH PARTS	235.37	
						19938	PARTS & SUPPLIES	16.14	
						19939	REV VEH PARTS	139.01	
29039	06/06/08	181.41	215	IKON OFFICE SOLUTIONS		20164	4/19-5/18 MAINT/ADM	181.41	
29040	06/06/08	297.50	133	JOBS AVAILABLE		20103	MAINT MGR DISPLAY AD	297.50	
29041	06/06/08	322.93	M061	KAMEDA, TERRY	0	9000772	MED PYMT SUPP	322.93	
29042	06/06/08	1,842.00	878	KELLY SERVICES, INC.		20161	TEMP/ADM W/E 5/18	918.00	
						20162	TEMP/ADM W/E 5/25	924.00	
29043	06/06/08	68.75	074	KENVILLE LOCKSMITHS	7	19696	REPAIRS/MAINTENANCE	28.75	
						19745	OUT RPR EQUIPMENT	40.00	
29044	06/06/08	45.73	167	KEYSTON BROTHERS		19740	OTH MOB SUPPLIES	45.73	
29045	06/06/08	846.18	039	KINKO'S INC.		20109	MYA PRINTING/OPS	331.39	
						20110	MAY PRINTING/OPS	419.18	
						20111	MAY PRINTING/OPS	95.61	
29046	06/06/08	160.09	579	LAB SAFETY SUPPLY, INC.		19610	CLEANING SUPPLIES	630.00	
						19611	CREDIT MEMO	-630.00	
						19933	SAFETY SUPPLIES	160.09	
29047	06/06/08	360.00	852	LAW OFFICES OF MARIE F. SANG	7	19956	WORKERS COMP CLAIM	360.00	
29048	06/06/08	256.76	107A	LUMBERMENS		19698	REPAIRS/MAINTENANCE	94.78	
						19735	PARTS & SUPPLIES	42.26	
						19743	REPAIRS/MAINTENANCE	81.24	
						19744	SMALL TOOLS	38.48	
29049	06/06/08	845.14	001181	MAHONEY MERCANTILE COMPANY	7	20092	OFFICE SUPPLIES/FAC	845.14	
29050	06/06/08	839.80	001145	MANAGED HEALTH NETWORK		20135	JUN EAP PREMIUM	839.80	
29051	06/06/08	3,917.11	001358	MARINA MOTOR COMPANY		20074	OUT RPR # 307	3,917.11	
29052	06/06/08	592.15	041	MISSION UNIFORM		19736	UNIF/LAUNDRY/FLT	297.29	
						19737	UNIF/LAUNDRY/FLT	127.26	
						19738	UNIF/LAUNDRY/FLT	52.03	
						19739	UNIF/LAUNDRY/FLT	50.60	
						19742	UNIF/LAUNDRY/FAC	64.97	
29053	06/06/08	167.98	001454	MONTEREY BAY OFFICE PRODUCTS		19926	2/15-5/14 SVC	167.98	
29054	06/06/08	5,306.79	001063	NEW FLYER INDUSTRIES LIMITED		20017	PARTS & SUPPLIES	1,849.71	
						20018	REV VEH PARTS	3,143.00	
						20019	REV VEH PARTS	314.08	
29055	06/06/08	5,039.76	009	PACIFIC GAS & ELECTRIC		20105	4/29-5/28 111 DUBOIS	14.24	
						20106	4/27-5/28 111 DUBOIS	17.84	
						20107	4/29-5/28 111 DUBOIS	213.28	
						20108	4/27-5/28 ENCINAL	3,087.84	
						20167	4/29-5/28 1200 RIVER	1,706.56	
29056	06/06/08	801.36	043	PALACE ART & OFFICE SUPPLY		19916	OFFICE SUPPLIES/FLT	839.43	
						20038	CREDIT MEMO	-15.10	

5-1.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						20076	CREDIT MEMO	-22.97	
29057	06/06/08	887.00	950	PARADISE LANDSCAPE INC	0	20186	JUNE MAINTENANCE	887.00	
29058	06/06/08	574.00	481	PIED PIPER EXTERMINATORS, INC.		19724	MAY PEST CONTROL	48.50	
						19725	MAY PEST CONTROL	53.00	
						19726	MAY PEST CONTROL	48.50	
						19727	MAY PEST CONTROL	241.00	
						19728	MAY PEST CONTROL	183.00	
29059	06/06/08	30,169.10	966	S.C. FUELS	0	19930	DIESEL/FLT	30,169.10	
29060	06/06/08	794.80	002713	SANTA CRUZ AUTO TECH, INC.		20059	OUT RPR REV VEH	123.50	
						20060	OUT RPR REV VEH	50.15	
						20061	OUT RPR REV VEH	50.15	
						20062	OIL CHANGE	50.15	
						20063	OIL CHANGE	50.15	
						20064	OIL CHANGE	50.15	
						20065	OIL CHANGE	50.15	
						20066	OIL CHANGE	50.15	
						20067	OIL CHANGE	50.15	
						20068	OIL CHANGE	50.15	
						20069	OIL CHANGE	50.15	
						20070	OIL CHANGE	56.60	
						20071	OIL CHANGE	56.60	
						20072	OIL CHANGE	56.60	
29061	06/06/08	245.25	135	SANTA CRUZ AUTO PARTS, INC.		19719	PARTS & SUPPLIES	31.95	
						19838	REV VEH PARTS	42.52	
						19839	REV VEH PARTS	136.08	
						20073	REV VEH PARTS	34.70	
29062	06/06/08	43.04	848	SANTA CRUZ ELECTRONICS, INC.		19906	COMPUTER SUPPLIES/IT	8.59	
						19907	COMPUTER SUPPLIES/IT	34.45	
29063	06/06/08	9,370.16	079	SANTA CRUZ MUNICIPAL UTILITIES		20000	4/22-5/21 1200 RIVER	2,717.45	
						20001	4/22-5/21 ENCINAL	150.83	
						20113	4/22-5/21 1217 RIVER	324.70	
						20114	4/22-5/21 ENCINAL	817.64	
						20115	4/22-5/21 1122 RIVER	619.91	
						20116	4/22-5/21 111 DUBOIS	366.83	
						20117	4/22-5/21 111 DUBOIS	144.25	
						20118	4/22-5/21 VERNON	385.77	
						20119	4/22-5/21 VERNON	116.85	
						20120	4/22-5/21 GOLG CLB	959.28	
						20178	4/23-5/22 PACIFIC	100.27	
						20179	4/23-5/22 PACIFIC	2,666.38	
29064	06/06/08	53.09	105	SHIELDS, HARPER & CO., INC.		19734	OFFICE SUPPLIES/FLT	53.09	
29065	06/06/08	3,951.15	001036	STANDARD INSURANCE COMPANY		20005	JUNE LIFE/AD&D INS	3,951.15	
29066	06/06/08	1,697.25	002607	STAVELEY SERVICES FLUIDS		19860	OUT RPR REV VEH	1,697.25	
29067	06/06/08	75.00	989	STUCKER, NANCY K.	7	19763	MAY BILINGUAL TESTS	75.00	
29068	06/06/08	254.41	002504	TIFCO INDUSTRIES		20023	PARTS & SUPPLIES	179.01	
						20024	PARTS & SUPPLIES	75.40	
29069	06/06/08	45.38	007	UNITED PARCEL SERVICE		20146	FRT OUT/FLT	45.38	
29070	06/06/08	53.21	434B	VERIZON CALIFORNIA		20022	MT BIEWLASKI	53.21	
29071	06/06/08	85.00	E072	VEST, DOUGLAS		20039	MEDICAL EXAM	85.00	
29072	06/06/08	10,977.54	001043	VISION SERVICE PLAN		20004	JUNE VISION INS	10,977.54	

5-1.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29073	06/06/08	870.78	001184	WESTERN ELECTRICAL PRODUCTS	7	20007	REPAIRS/MAINTENANCE	870.78	
29074	06/06/08	2,186.71	001506	WESTERN STATES OIL CO., INC.		19935	FUEL/FLT	2,186.71	
29075	06/06/08	23.71	147	ZEE MEDICAL SERVICE CO.		20187	SAFETY SUPPLIES	23.71	
29201	06/13/08	222.93	002069	A TOOL SHED, INC.		20095	EQUIP RENTAL	222.93	
29202	06/13/08	344.40	025	AMERICAN PUBLIC TRANSIT		20336	5/12 MAINT MGR AD	344.40	
29203	06/13/08	2,277.57	001A	AT&T/MCI		20280	MAY PHONES/PT	2,094.60	
						20338	JUNE PHONES/RIVER	182.97	
29204	06/13/08	3,084.68	876	ATCHISON, BARISONE, CONDOTTI &	7	20337	LEGAL SVCS/425 FRONT	3,084.68	
29205	06/13/08	89.00	001856	BAY COMMUNICATIONS	7	20268	LINE TESTS	89.00	
29206	06/13/08	954.00	011	BEWLEYS CLEANING	7	20112	APR/MAY JANITORIAL	954.00	
29207	06/13/08	2,100.00	616	BROWN ARMSTRONG		20309	08 AUDIT SERVICES	2,100.00	
29208	06/13/08	22.28	739	CENTURY CHEVROLET		20044	REV VEH PARTS	22.28	
29209	06/13/08	10,569.39	909	CLASSIC GRAPHICS		20099	OUT RPR REV VEH	4,673.76	
						20319	OUT RPR REV VEH	5,895.63	
29210	06/13/08	44,528.41	001124	CLEAN ENERGY		20261	LNG 5/25-5/30	29,808.80	
						20271	LNG/FLT	14,719.61	
29211	06/13/08	79.74	002063	COSTCO		20050	PHOTO PROCESS/OPS	6.03	
						20051	PHOTO PROCESS/OPS	5.05	
						20052	PHOTO PROCESS/OPS	6.17	
						20053	PHOTO PROCESS/OPS	15.61	
						20054	PHOTO PROCESS/OPS	1.87	
						20055	PHOTO PROCESS/OPS	4.18	
						20152	PHOTO PROCESS/OPS	7.04	
						20153	PHOTO PROCESS/OPS	2.20	
						20154	PHOTO PROCESS/OPS	9.89	
						20155	PHOTO PROCESS/OPS	11.16	
						20156	PHOTO PROCESS/OPS	6.17	
						20157	PHOTO PROCESS/OPS	1.84	
						20158	PHOTO PROCESS/OPS	2.53	
29212	06/13/08	2,982.61	798	D&D COMPRESSOR, INC		20310	AIR COMPRESSOR	2,400.56	
						20311	AIR COMPRESSOR	582.05	
29213	06/13/08	1,295.79	085	DIXON & SON TIRE, INC.		20170	TIRES & TUBES	888.50	
						20255	TIRES & TUBES	33.00	
						20256	TIRES & TUBES	15.00	
						20257	TIRES & TUBES	326.29	
						20258	TIRES & TUBES	33.00	
29214	06/13/08	67.00	002388	DOGHERRA'S	7	20172	TOW # 315	67.00	
29215	06/13/08	558.00	432	EXPRESS PERSONNEL SERVICES		20295	TEMP/FLT W/E 5/25	558.00	
29216	06/13/08	141.76	001172	FERGUSON ENTERPRISES INC.		20011	REPAIRS/MAINTENANCE	29.12	
						20033	REPAIRS/MAINTENANCE	180.29	
						20034	CREDIT MEMO	-67.65	
29217	06/13/08	5,787.09	117	GILLIG CORPORATION		20013	REV VEH PARTS	1,869.49	
						20036	REV VEH PARTS	3,917.60	
29218	06/13/08	373.46	711	GLASS DOCTOR	7	19884	OUT RPR # 710	373.46	
29219	06/13/08	1,829.03	282	GRAINGER		20015	SAFETY SUPPLIES	1,531.15	
						20016	REV VEH PARTS	196.60	
						20203	CLEANING SUPPLIES	73.29	
						20222	SAFETY SUPPLIES	27.99	
29220	06/13/08	445.27	001097	GREENWASTE RECOVERY, INC.		20279	MAY RESEARCH PARK	204.11	
						20323	MAY 246 KINGS VLG	170.71	

5-14

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29221	06/13/08	221.57	166	HOSE SHOP, THE		20324	MAY MT.HERMON	70.45	
						20131	REPAIRS/MAINTENANCE	9.02	
						20132	REPAIRS/MAINTENANCE	199.15	
						20253	PARTS & SUPPLIES	13.40	
29222	06/13/08	648.00	878	KELLY SERVICES, INC.		20308	TEMP/ADM W/E 6/1	648.00	
29223	06/13/08	786.59	036	KELLY-MOORE PAINT CO., INC.		19883	REPAIRS/MAINTENANCE	786.59	
29224	06/13/08	14.97	074	KENVILLE LOCKSMITHS	7	20094	REPAIRS/MAINTENANCE	14.97	
29225	06/13/08	129.12	039	KINKO'S INC.		20159	ECO PASSES/OPS	129.12	
29226	06/13/08	318.50	001093	KROLL LABORATORY SPECIALISTS		20243	MAY DRUG TESTS	318.50	
29227	06/13/08	1,140.00	852	LAW OFFICES OF MARIE F. SANG	7	20048	WORKERS COMP CLAIM	1,140.00	
29228	06/13/08	119.95	107A	LUMBERMENS		20082	REPAIRS/MAINTENANCE	22.86	
						20083	REPAIRS/MAINTENANCE	96.21	
						20084	PARTS & SUPPLIES	0.88	
29229	06/13/08	847.94	001358	MARINA MOTOR COMPANY		20047	OUT RPR # 320	847.94	
29230	06/13/08	2,149.12	001052	MID VALLEY SUPPLY		20008	CLEANING SUPPLIES	2,149.12	
29231	06/13/08	606.92	041	MISSION UNIFORM		19923	UNIF/LAUNDRY/FLT	127.26	
						19924	UNIF/LAUNDRY/FLT	281.07	
						19925	UNIF/LAUNDRY/FLT	50.60	
						20040	UNIF/LAUNDRY/PT	34.20	
						20080	UNIF/LAUNDRY/FAC	66.68	
						20081	UNIF/LAUNDRY/FLT	47.11	
29232	06/13/08	3,475.70	001063	NEW FLYER INDUSTRIES LIMITED		20129	REV VEH PARTS	332.70	
						20130	REV VEH PARTS	3,143.00	
29233	06/13/08	13.59	004	NORTH BAY FORD LINC-MERCURY		20100	REV VEH PARTS	13.59	
29234	06/13/08	10,679.46	009	PACIFIC GAS & ELECTRIC		20241	4/29-5/28 1217 RIVER	130.10	
						20259	4/27-5/28 GOLB CLB	4,270.86	
						20260	4/29-5/28 VERNON	1,896.74	
						20285	5/2-6/2 PACIFIC	2,072.36	
						20331	3/27-4/28 1122 RIVER	2,231.86	
						20339	CNG/FLT	77.54	
29235	06/13/08	55.00	950	PARADISE LANDSCAPE INC	0	20121	SERVICE/SVTC	55.00	
29236	06/13/08	11,531.36	001171	PENINSULA BUSINESS INTERIORS		20239	CUBICLES/PT	11,531.36	
29237	06/13/08	146.48	050	PITNEY BOWES INC.		19731	7/1-9/30 RENTAL/MTC	146.48	
29238	06/13/08	3,139.99	882	PRINT SHOP SANTA CRUZ	7	20327	PRINTING/OPS	672.70	
						20329	PRINTING/OPS	2,467.29	
29239	06/13/08	113.87	061A	REGISTER PAJARONIAN		19929	CLASS ADV/PURCHASING	113.87	
29240	06/13/08	31,511.13	966	S.C. FUELS	0	20143	DIESEL/FLT	31,511.13	
29241	06/13/08	222.24	018	SALINAS VALLEY FORD SALES		20098	REV VEH PARTS	222.24	
29242	06/13/08	771.73	002713	SANTA CRUZ AUTO TECH, INC.		20046	OUT RPR # 307	495.85	
						20175	OUT RPR REV VEH	275.88	
29243	06/13/08	531.59	135	SANTA CRUZ AUTO PARTS, INC.		19885	OUT RPR EQUIP	74.17	
						20041	REV VEH PARTS	23.33	
						20042	REV VEH PARTS	26.57	
						20043	REV VEH PARTS	70.75	
						20085	SAFETY SUPPLIES	161.51	
						20086	SAFETY SUPPLIES	115.79	
						20087	PARTS & SUPPLIES	44.76	
						20088	PARTS & SUPPLIES	14.71	
29244	06/13/08	37.53	848	SANTA CRUZ ELECTRONICS, INC.		20091	PARTS & SUPPLIES	37.53	
29245	06/13/08	470.22	079	SANTA CRUZ MUNICIPAL UTILITIES		20204	3/27-5/28 RESEARCH	470.22	

5-1.5



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29246	06/13/08	75.95	002447	SETON IDENTIFICATION PRODUCTS		20242	REPAIRS/MAINTENANCE	75.95	
29247	06/13/08	2,500.00	002267	SHAW & YODER, INC.		20181	MAY LEGISLATIVE SVC	2,500.00	
29248	06/13/08	200.82	001058	SPEEDOMETER SERVICE COMPANY		20035	OUT RPR EQUIP	200.82	
29249	06/13/08	83.04	001976	SPORTWORKS NORTHWEST, INC.		20014	REV VEH PARTS	83.04	
29250	06/13/08	2,956.45	002805	TELEPATH CORPORATION		20093	JUNE MAINTENANCE	2,707.41	
						20236	OUT RPR EQUIP	249.04	
29251	06/13/08	1,385.39	001800	THERMO KING OF SALINAS, INC		20266	REV VEH PARTS	1,385.39	
29252	06/13/08	11,319.08	057	U.S. BANK		20332	4246044555645971	2,357.37	
						20333	4246044555645971	2,514.85	
						20334	4246044555645971	849.00	
						20335	4246044555645971	5,597.86	
29253	06/13/08	30.61	007	UNITED PARCEL SERVICE		20263	FRT OUT/FLT	30.61	
29254	06/13/08	19,721.12	002829	VALLEY POWER SYSTEMS, INC.		19855	CREDIT MEMO	-1,079.58	
						19912	REV VEH PARTS	119.90	
						20089	CREDIT MEMO	-164.36	
						20097	CREDIT MEMO	-38.15	
						20224	OUT RPR REV VEH	6,443.92	
						20225	OUT RPR/TRANS	13,897.85	
						20296	REV VEH PARTS	513.20	
						20297	REV VEH PARTS	28.34	
29255	06/13/08	70.00	682	WEISS, AMY L.	7	20049	MAY INTERPRETER	70.00	
29256	06/13/08	125.86	001184	WESTERN ELECTRICAL PRODUCTS	7	20272	REPAIRS/MAINTENANCE	125.86	
29257	06/13/08	652.19	042	WFCB-OSH COMMERCIAL SERVICES		20192	REPAIRS/MAINTENANCE	9.46	
						20193	SMALL TOOL	313.91	
						20194	REPAIRS/MAINTENANCE	107.17	
						20195	REPAIRS/MAINTENANCE	103.81	
						20196	REPAIRS/MAINTENANCE	7.34	
						20197	REV VEH PARTS	115.39	
						20250	CASH BACK REBATE	-4.89	
29258	06/13/08	500.79	186	WILSON, GEORGE H., INC.		19880	REPAIRS/MAINTENANCE	51.43	
						20012	REPAIRS-1217 RIVER	449.36	
29259	06/13/08	39.55	147	ZEE MEDICAL SERVICE CO.		20235	SAFETY SUPPLIES	39.55	
29260	06/13/08	265.69	148	ZEP MANUFACTURING COMPANY		20128	REV VEH PARTS	265.69	
29261M	06/16/08	3,133.04	R525	CARMAT COLLISION CENTER, INC.		20340	PARTIAL SETTLE/RISK	3,133.04	MANUAL
29262	06/20/08	545.56	020	ADT SECURITY SERVICES INC.		20374	JULY ALARMS	46.66	
						20375	JULY ALARMS	79.40	
						20376	JULY ALARMS	42.71	
						20377	JULY ALARMS	58.67	
						20378	JULY ALARMS	46.66	
						20379	JULY ALARMS	64.46	
						20476	SERVICE CALL	207.00	
29263	06/20/08	25.39	294	ANDY'S AUTO SUPPLY	0	20232	PARTS & SUPPLIES	25.39	
29264	06/20/08	1,325.00	478	BEE CLENE	0	20030	CARPET/RIVER ST	375.00	
						20234	CARPET/PACIFIC	375.00	
						20465	CARPET/VERNON	575.00	
29265	06/20/08	500.00	616	BROWN ARMSTRONG		20491	TAX RESEARCH	500.00	
29266	06/20/08	308.00	002189	BUS & EQUIPMENT		20171	REV VEH PARTS	263.61	
						20200	REV VEH PARTS	44.39	
29267	06/20/08	240.00	014	CABRILLO COLLEGE		20306	FINGERPRINTING	240.00	

5-1.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29268	06/20/08	4,827.50	002627	CDW GOVERNMENT, INC.		20353	COMPUTER SUPPLY/IT	1,547.50	
						20354	COMPUTER SUPPLY/IT	2,952.07	
						20355	COMPUTER SUPPLY/IT	300.81	
						20356	COMPUTER SUPPLY/IT	27.12	
29269	06/20/08	59.04	172	CENTRAL WELDER'S SUPPLY, INC.		20029	PARTS & SUPPLIES	47.88	
						20231	REPAIRS/MAINTENANCE	11.16	
29270	06/20/08	3,072.00	253	CITY OF SANTA CRUZ		20304	6/3-7/22 RENTAL/UTU	3,072.00	
29271	06/20/08	10.34	130	CITY OF WATSONVILLE UTILITIES		20463	5/1-6/1 RODRIGUEZ	10.34	
29272	06/20/08	70.00	001084	CLUTCH COURIERS		20486	PROF SVCS/RISK	70.00	
29273	06/20/08	63,666.98	002569	COMERICA BANK		20305	WORK COMP FUND	63,666.98	
29274	06/20/08	184.00	367	COMMUNITY TELEVISION OF		20469	TV COVERAGE 5/23	184.00	
29275	06/20/08	52.33	002063	COSTCO		20420	PHOTO PROCESS/OPS	5.21	
						20421	PHOTO PROCESS/OPS	2.24	
						20422	PHOTO PROCESS/OPS	5.44	
						20423	PHOTO PROCESS/OPS	8.97	
						20424	PHOTO PROCESS/OPS	15.14	
						20425	PHOTO PROCESS/OPS	3.37	
						20426	PHOTO PROCESS/OPS	5.05	
						20427	PHOTO PROCESS/RISK	6.91	
29276	06/20/08	11.04	001025	COUNTY OF SANTA CRUZ		20451	MAY LANDFILL	11.04	
29277	06/20/08	1,027.90	001048	CRUZ CAR WASH		20199	MAY VEH WASH/PT	1,027.90	
29278	06/20/08	2,762.74	504	CUMMINS WEST, INC.		20142	INSITE RENEWAL	405.00	
						20238	REV VEH PARTS	2,357.74	
29279	06/20/08	133.56	001000	DAIMLER BUSES N. AMERICA INC.		20265	REV VEH PARTS	133.56	
29280	06/20/08	85.93	001206	DELTA GLASS	7	20237	REV VEH PARTS	85.93	
29281	06/20/08	17,100.14	001316	DEVCO OIL		20468	6/1-6/10 FUEL/FLT	12,558.92	
						20481	6/11-6/15 FUEL/FLT	4,541.22	
29282	06/20/08	4,296.08	085	DIXON & SON TIRE, INC.		20254	TIRES & TUBES	96.00	
						20361	TIRES & TUBES	419.67	
						20362	TIRES & TUBES	659.02	
						20363	TIRES & TUBES	1,499.91	
						20364	TIRES & TUBES	422.10	
						20405	TIRES & TUBES	1,199.38	
29283	06/20/08	500.00	002862	ECOLOGICAL CONCERNS INC.		20163	WATER DRAINAGE/MB	500.00	
29284	06/20/08	422.36	001492	EVERGREEN OIL INC.		20291	HAZ WASTE DISP	422.36	
29285	06/20/08	465.00	432	EXPRESS PERSONNEL SERVICES		20477	TEMP/FLT W/E 6/8	465.00	
29286	06/20/08	116.18	959	FIRST ADVANTAGE CORPORATION		20447	11/30 DRUG TEST	40.82	
						20448	12/31 DRUG TEST	28.26	
						20449	1/31 DRUG TEST	25.12	
						20450	2/29 DRUG TEST	21.98	
29287	06/20/08	1,320.00	002295	FIRST ALARM		20478	11/07-12/07 SVCS	315.00	
						20479	1/08-5/08 SVCS	1,005.00	
29288	06/20/08	6,045.29	001158	FRICKE PARKS PRESS INC		20358	PRINTING/MTC	6,045.29	
29289	06/20/08	139.07	001189	GARY KENVILLE LOCKSMITH	7	20349	REPAIRS/MAINTENANCE	139.07	
29290	06/20/08	873.99	647	GFI GENFARE		20227	OUT RPR REV VEH	873.99	
29291	06/20/08	1,968.76	117	GILLIG CORPORATION		20240	REV VEH PARTS	1,968.76	
29292	06/20/08	267.30	282	GRAINGER		20402	OFFICE SUPPLIES	267.30	
29293	06/20/08	500.00	E530	GUIZAR, LISETH		20490	6/23-6/27 EMP TRAVEL	500.00	
29294	06/20/08	41.04	510A	HASLER, INC.		20482	JULY RENTAL/PT	41.04	
29295	06/20/08	298.31	002905	HELM, INC.		20461	MANUALS	353.31	

5-1.7

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						20462	CREDIT MEMO	-55.00	
29296	06/20/08	74.76	E021	HILTNER, THOMAS		20492	5/4-5/7 EMP TRAVEL	61.76	
						20493	4/11 EMP TRAVEL	13.00	
29297	06/20/08	2,221.56	809	IBM CORPORATION		20352	INFORMIX SERV WRKGRP	2,221.56	
29298	06/20/08	297.50	133	JOBS AVAILABLE		20134	MAINT MGR DISPLAY AD	297.50	
29299	06/20/08	32.54	036	KELLY-MOORE PAINT CO., INC.		20149	REPAIRS/MAINTENANCE	32.54	
29300	06/20/08	7.49	074	KENVILLE LOCKSMITHS	7	20148	REPAIRS/MAINTENANCE	7.49	
29301	06/20/08	53.49	167	KEYSTON BROTHERS		20274	OTH MOB SUPPLIES	53.49	
29302	06/20/08	484.00	039	KINKO'S INC.		20307	VIDEOCONFERENCING/HR	480.61	
						20428	PRINTING/RISK	3.39	
29303	06/20/08	16.56	001050	LADD INDUSTRIES		20226	PARTS & SUPPLIES	16.56	
29304	06/20/08	739.00	852	LAW OFFICES OF MARIE F. SANG	7	20244	WORKERS COMP CLAIM	240.00	
						20245	WORKERS COMP CLAIM	60.00	
						20246	WORKERS COMP CLAIM	105.00	
						20446	WORKERS COMP CLAIM	334.00	
29305	06/20/08	30.00	880	LEXISNEXIS		20429	PROF/TECH SVC/RISK	30.00	
29306	06/20/08	250.26	107A	LUMBERMENS		20009	REPAIRS/MAINTENANCE	66.37	
						20010	REPAIRS/MAINTENANCE	38.03	
						20144	REPAIRS/MAINTENANCE	76.49	
						20228	REPAIRS/MAINTENANCE	69.37	
29307	06/20/08	6,434.08	001358	MARINA MOTOR COMPANY		20145	REV VEH PARTS	114.15	
						20173	OUT RPR #305	1,108.46	
						20174	OUT RPR #316	972.54	
						20281	OUT RPR # 106	4,238.93	
29308	06/20/08	650.00	764	MERCURY METALS		20202	RAMP REPAIR	650.00	
29309	06/20/08	2,670.19	001052	MID VALLEY SUPPLY		20147	CLEANING SUPPLIES	1,157.70	
						20229	CLEANING SUPPLIES	1,041.60	
						20473	CLEANING SUPPLIES	348.29	
						20474	CREDIT MEMO	-44.49	
						20475	CLEANING SUPPLIES	167.09	
29310	06/20/08	118.64	T150	MILLER, MARY		15469	OVERPAYMENT/HLTHCARE	118.64	
29311	06/20/08	605.77	041	MISSION UNIFORM		20032	UNIF/LAUNDRY/FAC	64.97	
						20137	UNIF/LAUNDRY/FLT	315.83	
						20138	UNIF/LAUNDRY/FLT	50.60	
						20139	UNIF/LAUNDRY/FLT	47.11	
						20140	UNIF/LAUNDRY/FLT	127.26	
29312	06/20/08	1,425.40	288	MUNCIE TRANSIT SUPPLY		20267	PARTS & SUPPLIES	1,425.40	
29313	06/20/08	291.60	887	NEOPOST, INC		20403	RATE CHIP	291.60	
29314	06/20/08	1,850.25	001063	NEW FLYER INDUSTRIES LIMITED		20248	REV VEH PARTS	42.57	
						20249	REV VEH PARTS	101.72	
						20286	REV VEH PARTS	201.48	
						20287	REV VEH PARTS	268.44	
						20350	REV VEH PARTS	1,236.04	
29315	06/20/08	3,145.79	002721	NEXTEL COMMUNICATIONS		20411	MAY PHONES/PT	1,516.61	
						20419	4/26-5/25 PHONES/OPS	1,629.18	
29316	06/20/08	756.50	004	NORTH BAY FORD LINC-MERCURY		20037	REV VEH PARTS	756.50	
29317	06/20/08	14,842.00	001176	NORTHSTAR, INC.		20301	MAY MAINT/RIVER ST	14,842.00	
29318	06/20/08	941.51	161	OCEAN CHEVROLET		20122	REV VEH PARTS	484.30	
						20123	REV VEH PARTS	457.21	
29319	06/20/08	49,249.00	001080	OCTAGON RISK SERVICES, INC.		20445	JUNE-AUG ADM FEE	49,249.00	

5-18

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29320	06/20/08	108.25	001002	ORACLE CORPORATION		19905	3/1-5/31 LIC/SUPPORT	108.25	
29321	06/20/08	4,440.38	009	PACIFIC GAS & ELECTRIC		20351	4/29-5/28 1122 RIVER	898.40	
						20480	5/10-6/10 RESEARCH	1,036.90	
						20485	4/26-6/6 KINGS VLG	2,505.08	
29322	06/20/08	3,735.38	043	PALACE ART & OFFICE SUPPLY		20247	OFFICE SUPPLIES/FIN	849.38	
						20326	OFFICE SUPPLIES/OPS	533.67	
						20409	OFFICE SUPPLIES/PT	155.50	
						20410	OFFICE SUPPLIES/PT	838.79	
						20415	OFFICE SUPPLY/OPS	798.26	
						20483	OFFICE SUPPLIES/PT	258.36	
						20484	OFFICE SUPPLIES/PT	301.42	
29323	06/20/08	228.41	950	PARADISE LANDSCAPE INC	0	20380	SERVICE/VERNON	173.41	
						20466	SERVICE/SVT	55.00	
29324	06/20/08	64.02	882	PRINT SHOP SANTA CRUZ	7	20328	PRINTING/OPS	32.55	
						20330	PRINTING/OPS	31.47	
29325	06/20/08	33,100.42	966	S.C. FUELS	0	20312	DIESEL/FLT	33,100.42	
29326	06/20/08	263.10	699	SALINAS CASH REGISTER CO INC		20413	OUT REPAIR EQUIP	263.10	
29327	06/20/08	1,897.75	018	SALINAS VALLEY FORD SALES		20124	REV VEH PARTS	270.69	
						20264	REV VEH PARTS	1,627.06	
29328	06/20/08	3,019.18	002713	SANTA CRUZ AUTO TECH, INC.		20176	OUT RPR REV VEH	1,148.75	
						20177	OUT RPR REV VEH	50.15	
						20205	OUT RPR # 312	827.96	
						20206	OIL CHANGE	56.60	
						20207	OIL CHANGE	50.16	
						20208	OIL CHANGE	50.16	
						20209	OIL CHANGE	50.16	
						20210	OIL CHANGE	50.16	
						20211	OIL CHANGE	50.16	
						20212	OIL CHANGE	50.16	
						20213	OIL CHANGE	50.16	
						20214	OIL CHANGE	50.16	
						20215	OIL CHANGE	50.16	
						20216	OIL CHANGE	50.16	
						20217	OIL CHANGE	50.16	
						20218	OIL CHANGE	50.16	
						20219	OIL CHANGE	50.16	
						20220	OIL CHANGE	56.60	
						20221	OIL CHANGE	50.16	
29329	06/20/08	679.09	135	SANTA CRUZ AUTO PARTS, INC.		20278	OUT RPR # 321	176.88	
						20125	REV VEH PARTS	5.15	
						20126	REV VEH PARTS	29.11	
						20127	REV VEH PARTS	21.45	
						20165	REV VEH PARTS	302.00	
						20166	REV VEH PARTS	-33.82	
						20191	SMALL TOOLS	260.30	
						20233	REV VEH PARTS	57.07	
						20273	REV VEH PARTS	37.83	
29330	06/20/08	87.37	848	SANTA CRUZ ELECTRONICS, INC.		20357	COMPUTER SUPPLY/IT	87.37	
29331	06/20/08	248.87	149	SANTA CRUZ SENTINEL	0	20471	PUB NOTICE ADM 5/8	248.87	
29332	06/20/08	197.17	122	SCMTD PETTY CASH - OPS		20431	PETTY CASH/OPS	197.17	

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29333	06/20/08	246.00	957	SECURITY SHORING & STEEL PLT		20269	4/28-5/27 PLATE RNTL	246.00	
29334	06/20/08	99.00	T158	SMITH, JOYCE		20489	33 UNUSED PT COUPONS	99.00	
29335	06/20/08	6,753.00	080	STATE BOARD OF EQUALIZATION		20496	5/1-6/15 USE TAX	6,753.00	
29336	05/20/08	16,563.02	001648	STEVE'S UNION SERVICE		20201	FUEL/PT	16,563.02	
29337	06/20/08	707.22	002207	T.Y. CUSTOM DESIGN	0	20418	UNIF/LAUNDRY/OPS	707.22	
29338	06/20/08	757.00	001752	THOMPSON PUBLISHING GROUP, INC.		20487	FLSA GUIDE	328.50	
						20488	FAIR LABOR HANDBOOK	428.50	
29339	06/20/08	359.16	002504	TIFCO INDUSTRIES		20321	CREDIT MEMO	-24.64	
						20322	PARTS & SUPPLIES	383.80	
29340	06/20/08	383.77	582	TOYOTA OF SANTA CRUZ		20275	TIRES & TUBES	383.77	
29341	06/20/08	10.83	946	UNITED SITE SERVICES		20412	FENCE RENTAL/DUBOIS	10.83	
29342	06/20/08	462,505.73	002829	VALLEY POWER SYSTEMS, INC.		20020	CREDIT MEMO	-2,088.86	
						20021	REV VEH PARTS	2,088.86	
						20230	REV VEH PARTS	128.76	
						20457	ENG REPOWER # 2225	153,665.48	
						20458	ENG REPOWER # 2216	153,665.48	
						20459	ENG REPOWER # 2233	153,665.48	
						20464	REV VEH PARTS	1,380.53	
29343	06/20/08	15,100.32	001083	WATSONVILLE TRANSPORTATION, INC		20406	MAY PT SERVICES	15,100.32	
29344	06/20/08	279.91	436	WEST PAYMENT CENTER		20430	MAY ACCESS CHARGES	279.91	
29345	06/20/08	80.14	E495	WHITE, LES		20494	4/21 EMP TRAVEL	10.50	
						20495	5/2-5/3 EMP TRAVEL	69.64	
29346	06/27/08	4,843.38	002509	ACCOMTEMP		20521	TEMP/OPS W/E 5/30	1,367.04	
						20535	TEMP/OPS W/E 6/6	1,623.36	
						20597	TEMP/OPS W/E 6/13	1,852.98	
29347	06/27/08	17.31	M143	ADAMS, ELLEN		20567	MED PYMT SUPP	17.31	
29348	06/27/08	570.00	001088	ADVANCED MECHANICAL SERVICES	7	20647	BACKFLOW TESTING	570.00	
29349	06/27/08	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		20381	JUNE INSPECTION	125.00	
29350	06/27/08	232.87	001128	ALWAYS TOWING & RECOVERY, INC		20511	TOW # 2403	232.87	
29351	06/27/08	38.73	294	ANDY'S AUTO SUPPLY	0	20347	PARTS & SUPPLIES	38.73	
29352	06/27/08	483.87	001	AT&T		20522	JUNE REPEATERS/OPS	398.77	
						20523	JUNE REPEATERS/OPS	85.10	
29353	06/27/08	108.87	002689	B & B SMALL ENGINE		20270	REPAIRS/MAINTENANCE	108.87	
29354	06/27/08	53.29	M033	BAILEY, NEIL	0	20536	MED PYMT SUPP	53.29	
29355	06/27/08	36.42	M068	BASS, BETTY	0	20558	MED PYMT SUPP	36.42	
29356	06/27/08	6,834.16	059	BATTERIES USA, INC.		20387	REV VEH PARTS	6,834.16	
29357	06/27/08	14.04	580	BLOCK AND COMPANY, INC.		20416	OFFICE SUPPLY/OPS	14.04	
29358	06/27/08	49.88	M077	BRADFORD, THOMAS	0	20537	MED PYMT SUPP	49.88	
29359	06/27/08	60.30	M072	BRIDINGER, CHRIS	0	20568	MED PYMT SUPP	60.30	
29360	06/27/08	38.37	M078	BRIDINGER, DENISE	0	20538	MED PYMT SUPP	38.37	
29361	06/27/08	38.37	M079	BROGDON, ROY		20539	MED PYMT SUPP	38.37	
29362	06/27/08	201.97	002189	BUS & EQUIPMENT		20404	REV VEH PARTS	201.97	
29363	06/27/08	433,720.05	502	CA PUBLIC EMPLOYEES'		20596	JUL MEDICAL INS	433,720.05	
29364	06/27/08	135.50	M022	CAPELLA, KATHLEEN	0	20559	MED PYMT SUPP	135.50	
29365	06/27/08	19.19	M080	CARR, DALE	0	20540	MED PYMT SUPP	19.19	
29366	06/27/08	88.95	002627	CDW GOVERNMENT, INC.		20514	OFFICE SUPPLIE/FLT	88.95	
29367	06/27/08	67.76	M073	CENTER, DOUG	0	20569	MED PYMT SUPP	67.76	
29368	06/27/08	196.00	739	CENTURY CHEVROLET		20282	OUT RPR # 2403	196.00	
29369	06/27/08	26.65	M036	CERVANTES, GLORIA	0	20541	MED PYMT SUPP	26.65	
29370	06/27/08	17.31	M090	CLARKE, PATRICIA	0	20570	MED PYMT SUPP	17.31	

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29371	06/27/08	28,639.27	001124	CLEAN ENERGY		20513	LNG/FLT	28,639.27	
29372	06/27/08	607.60	075	COAST PAPER & SUPPLY INC.		20325	CLEANING SUPPLIES	607.60	
29373	06/27/08	59.33	002063	COSTCO		20198	OFFICE SUPPLIES/PT	59.33	
29374	06/27/08	10.33	418	COUNTY OF SANTA CRUZ		20604	MAY CNG/FLT	10.33	
29375	06/27/08	60.30	M116	CRAMBLETT, LAWRENCE		20571	MED PYMT SUPP	60.30	
29376	06/27/08	67.76	M092	CRAWFORD, TERRI	0	20572	MED PYMT SUPP	67.76	
29377	06/27/08	2,530.25	504	CUMMINS WEST, INC.		20390	REV VEH PARTS	111.23	
						20460	OUT RPR REV VEH	2,419.02	
29378	06/27/08	5.50	M128	DAVIDSON, JAMES		20573	MED PYMT SUPP	5.50	
29379	06/27/08	26.65	M039	DAVILA, ANA MARIA	0	20542	MED PYMT SUPP	26.65	
29380	06/27/08	41,312.42	800	DELTA DENTAL PLAN		20674	JULY DENTAL	41,312.42	
29381	06/27/08	13.05	M095	DIXON, GEORGE	0	20574	MED PYMT SUPP	13.05	
29382	06/27/08	67.76	M096	DRAKE, JUDITH	0	20575	MED PYMT SUPP	67.76	
29383	06/27/08	178.10	372	FEDERAL EXPRESS		20678	MAY/JUN MAIL/ADM	178.10	
29384	06/27/08	449.54	001172	FERGUSON ENTERPRISES INC.		20292	WATER CLOSET	25.34	
						20293	REPAIRS/MAINTENANCE	220.38	
						20294	REPAIRS/MAINTENANCE	203.82	
29385	06/27/08	67.76	M099	FIKE, LOUIS	0	20576	MED PYMT SUPP	67.76	
29386	06/27/08	134.83	M074	GABRIELE, BERNARD	0	20577	MED PYMT SUPP	134.83	
29387	06/27/08	26.65	M040	GARBEZ, LINDA	0	20543	MED PYMT SUPP	26.65	
29388	06/27/08	53.29	M100	GARCIA, SANTIAGO	0	20544	MED PYMT SUPP	53.29	
29389	06/27/08	361.50	117	GILLIG CORPORATION		20298	REV VEH PARTS	361.50	
29390	06/27/08	67.76	M101	GOES, ALAN	0	20578	MED PYMT SUPP	67.76	
29391	06/27/08	53.29	M041	GOUVEIA, ROBERT	0	20545	MED PYMT SUPP	53.29	
29392	06/27/08	53.29	M081	HALL, JAMES	0	20546	MED PYMT SUPP	53.29	
29393	06/27/08	3,062.75	002313	HARTSELL & OLIVIERI	7	20433	TRANSCRIPTS/HRD	792.75	
						20434	TRANSCRIPTS/HRD	495.25	
						20517	TRANSCRIPTS/HRD	729.00	
						20518	TRANSCRIPTS/HRD	614.25	
						20519	TRANSCRIPTS/HRD	431.50	
29394	06/27/08	48.83	510A	HASLER, INC.		20528	JULY POSTAGE/ADM	48.83	
29395	06/27/08	26.65	M082	HINDIN, LENORE	0	20547	MED PYMT SUPP	26.65	
29396	06/27/08	29,000.00	002116	HINSHAW, EDWARD & BARBARA	7	20592	RENT/370 ENCINAL ST	29,000.00	
29397	06/27/08	26,886.61	002860	HOBLIT MOTORS		20640	FORD ESCAPE	27,386.61	
						20641	CREDIT PER TERMS	-500.00	
29398	06/27/08	49.88	M043	HOLODNICK, JAMES	0	20548	MED PYMT SUPP	49.88	
29399	06/27/08	17.29	166	HOSE SHOP, THE		20455	PARTS & SUPPLIES	17.29	
29400	06/27/08	60.30	M075	HOWARD, CAROL	0	20579	MED PYMT SUPP	60.30	
29401	06/27/08	15,308.20	002117	IULIANO	7	20593	RENT/115 DUBOIS	3,271.61	
						20594	RENT/111 DUBOIS	12,036.59	
29402	06/27/08	67.76	M069	JACOBS, KENNETH	0	20560	MED PYMT SUPP	67.76	
29403	06/27/08	17.31	M103	JEMISON, MAURICE	0	20580	MED PYMT SUPP	17.31	
29404	06/27/08	2,706.85	110	JESSICA GROCERY STORE, INC.		20590	CUSTODIAN SERVICES	2,706.85	
29405	06/27/08	200.00	001196	JOHN A. DASH & ASSOCIATES		20675	BUS OP RATE ANALYSIS	200.00	
29406	06/27/08	67.76	M104	JUSSEL, PETE	0	20581	MED PYMT SUPP	67.76	
29407	06/27/08	314.36	M061	KAMEDA, TERRY	0	20561	MED PYMT SUPP	314.36	
29408	06/27/08	1,782.00	878	KELLY SERVICES, INC.		20527	TEMP/ADMIN W/E 6/8	876.00	
						20660	TEMP/ADM W/E 6/15	906.00	
29409	06/27/08	38.34	039	KINKO'S INC.		20470	PRINTING/ADM	38.34	
29410	06/27/08	48.00	001400	KIPLINGER LETTER		20432	7/08-6/09 SUBSCRIPT	48.00	

5-1.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29411	06/27/08	438.15	002240	KLEEN-RITE	7	20467	EQUIP REPAIR	438.15	
29412	06/27/08	17.31	M105	KOHAMA, MARY	0	20582	MED PYMT SUPP	17.31	
29413	06/27/08	1,180.77	852	LAW OFFICES OF MARIE F. SANG	7	20531	WORKERS COMP CLAIM	783.77	
						20532	WORKERS COMP CLAIM	397.00	
29414	06/27/08	124.23	107A	LUMBERMENS		20288	REPAIRS/MAINTENANCE	14.63	
						20289	REPAIRS/MAINTENANCE	3.69	
						20341	REPAIRS/MAINTENANCE	31.52	
						20342	REPAIRS/MAINTENANCE	74.39	
29415	06/27/08	17.31	M106	LYALL, JOHN DAVID	0	20583	MED PYMT SUPP	17.31	
29416	06/27/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	20591	RENT/CAPITOLA MALL	1,407.05	
29417	06/27/08	67.76	M108	MILLER, FOREST	0	20584	MED PYMT SUPP	67.76	
29418	06/27/08	1,632.42	041	MISSION UNIFORM		20252	UNIF/LAUNDRY/FAC	69.60	
						20277	UNIF/LAUNDRY/PT	34.20	
						20314	UNIF/LAUNDRY/FLT	47.11	
						20315	UNIF/LAUNDRY/FLT	428.06	
						20316	UNIF/LAUNDRY/FLT	210.22	
						20317	UNIF/LAUNDRY/FLT	77.13	
						20619	RPR/MAINT/CLEAN SUP	766.10	
29419	06/27/08	34,059.46	002891	NCLN20, INC.		20526	MAY SECURITY	34,059.46	
29420	06/27/08	1,196.48	001063	NEW FLYER INDUSTRIES LIMITED		20392	REV VEH PARTS	20.70	
						20393	PARTS & SUPPLIES	3.46	
						20394	REV VEH PARTS	34.04	
						20395	REV VEH PARTS	170.60	
						20396	REV VEH PARTS	28.50	
						20397	REV VEH PARTS	143.04	
						20398	REV VEH PARTS	410.30	
						20399	REV VEH PARTS	110.40	
						20400	REV VEH PARTS	41.03	
						20515	REV VEH PARTS	143.64	
						20516	CREDIT MEMO	-10.95	
						20624	REV VEH PARTS	101.72	
29421	06/27/08	84.92	004	NORTH BAY FORD LINC-MERCURY		20318	REV VEH PARTS	84.92	
29422	06/27/08	26.65	M050	O'MARA, KATHLEEN	0	20549	MED PYMT SUPP	26.65	
29423	06/27/08	1,100.00	002385	OPTIMUM BUSINESS SERVICES, INC	0	20645	COPIER/GOLF CLB	1,100.00	
29424	06/27/08	2,557.97	043	PALACE ART & OFFICE SUPPLY		20320	OFFICE SUPPLIES/FLT	131.25	
						20359	OFFICE SUPPLY/MTC	41.87	
						20360	OFFICE SUPPLY/MTC	16.26	
						20408	OFFICE SUPPLIES/PT	734.18	
						20414	OFFICE SUPPLY/OPS	-45.51	
						20632	OFFICE SUPPLIES/PT	1,679.92	
29425	06/27/08	55.00	950	PARADISE LANDSCAPE INC	0	20606	SERVICE/WTC & SVTC	55.00	
29426	06/27/08	284.66	M057	PARHAM, WALLACE	0	20562	MED PYMT SUPP	284.66	
29427	06/27/08	38.37	M051	PENDRAGON, LINDA	0	20550	MED PYMT SUPP	38.37	
29428	06/27/08	53.29	M109	PEREZ, CHERYL		20551	MED PYMT SUPP	53.29	
29429	06/27/08	247.54	M064	PETERS, TERRIE	0	20563	MED PYMT SUPP	247.54	
29430	06/27/08	67.76	M070	PICARELLA, FRANCIS	0	20564	MED PYMT SUPP	67.76	
29431	06/27/08	70.00	481	PIED PIPER EXTERMINATORS, INC.		20290	JUNE PEST CONTROL	70.00	
29432	06/27/08	67.76	M117	POLANCO, ANDRES		20585	MED PYMT SUPP	67.76	
29433	06/27/08	284.66	M058	POTEETE, BEVERLY	0	20565	MED PYMT SUPP	284.66	
29434	06/27/08	490.02	358	POWR-FLITE		20368	TOOL/PARTS/CLEANING	490.02	

5-1.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29435	06/27/08	246.60	M005	ROSS, EMERY	0	20557	MED PYMT SUPP	246.60	
29436	06/27/08	53.29	M085	ROSSI, DENISE	0	20552	MED PYMT SUPP	53.29	
29437	06/27/08	26.65	M030	ROWE, RUBY		20553	MED PYMT SUPP	26.65	
29438	06/27/08	523.85	045	ROYAL WHOLESALE ELECTRIC		20365	REPAIRS/MAINTENANCE	64.72	
						20366	REPAIRS/MAINTENANCE	459.13	
29439	06/27/08	30,401.74	966	S.C. FUELS	0	20512	DIESEL/FLT	30,401.74	
29440	06/27/08	286.80	699	SALINAS CASH REGISTER CO INC		20598	OUT REPAIR EQUIP	100.00	
						20599	OUT REPAIR EQUIP	186.80	
29441	06/27/08	17.31	M111	SANCHEZ, FELIX	0	20586	MED PYMT SUPP	17.31	
29442	06/27/08	1,218.52	002713	SANTA CRUZ AUTO TECH, INC.		20283	OUT RPR # 313	724.26	
						20284	OUT RPR # 321	304.26	
						20509	OUT RPR #002	190.00	
29443	06/27/08	312.33	135	SANTA CRUZ AUTO PARTS, INC.		20223	SMALL TOOL	23.82	
						20251	PARTS & SUPPLIES	21.16	
						20262	CLEANING SUPPLIES	21.16	
						20313	REV VEH PARTS	85.61	
						20343	PARTS & SUPPLIES	17.36	
						20346	PARTS & SUPPLIES	143.22	
29444	06/27/08	478.90	848	SANTA CRUZ ELECTRONICS, INC.		20302	PARTS & SUPPLIES	458.95	
						20533	COMPUTER SUPPLY/IT	19.95	
29445	06/27/08	184.80	149	SANTA CRUZ SENTINEL	0	20627	ADVERTISEMENT/PURCH	184.80	
29446	06/27/08	16,112.30	977	SANTA CRUZ TRANSPORTATION, LLC	7	20407	MAY PT SERVICES	16,112.30	
29447	06/27/08	290.89	M010	SHORT, SLOAN	0	20566	MED PYMT SUPP	290.89	
29448	06/27/08	67.76	M112	SILVA, EDUARDO	0	20587	MED PYMT SUPP	67.76	
29449	06/27/08	100.00	B016	SKILLICORN, DALE	7	20663	JUNE BOARD MTGS	100.00	
29450	06/27/08	53.29	M054	SLOAN, FRANCIS	0	20554	MED PYMT SUPP	53.29	
29451	06/27/08	172.05	115	SNAP-ON INDUSTRIAL		20348	EMP TOOLS	172.05	
29452	06/27/08	11,885.83	001075	SOQUEL III ASSOCIATES	7	20529	MAY CAM ADJUSTMENT	78.24	
						20530	JUNE CAM ADJUSTMENT	78.24	
						20595	RENT/RESEARCH PARK	11,729.35	
29453	06/27/08	597.50	002805	TELEPATH CORPORATION		20646	OUT RPR EQUIP	597.50	
29454	06/27/08	750.00	001165	THANH N. VU MD	7	20435	MEDICAL EXAM	75.00	
						20436	MEDICAL EXAM	75.00	
						20437	MEDICAL EXAM	75.00	
						20438	MEDICAL EXAM	75.00	
						20439	MEDICAL EXAM	75.00	
						20440	MEDICAL EXAM	75.00	
						20441	MEDICAL EXAM	75.00	
						20442	MEDICAL EXAM	75.00	
						20443	MEDICAL EXAM	75.00	
						20444	MEDICAL EXAM	75.00	
29455	06/27/08	336.58	002504	TIFCO INDUSTRIES		20601	PARTS & SUPPLIES	59.52	
						20602	PARTS & SUPPLIES	277.06	
29456	06/27/08	26.65	M086	TOLINE, DONALD	0	20555	MED PYMT SUPP	26.65	
29457	06/27/08	75.00	001190	TRANSIT TALENT.COM LLC		20303	MAINT MGR AD	75.00	
29458	06/27/08	41.56	001038	TWINVISION NA INC.		20367	REV VEH PARTS	41.56	
29459	06/27/08	136.99	007	UNITED PARCEL SERVICE		20655	FRT OUT/FLT	106.64	
						20656	FRT OUT/FLT	30.35	
29460	06/27/08	3,282.25	002829	VALLEY POWER SYSTEMS, INC.		20299	REV VEH PARTS	70.96	
						20300	REV VEH PARTS	896.55	

5-1.13



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 CHECK JOURNAL DETAIL BY CHECK NUMBER  
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 06/01/08 THRU 06/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						20498	OUT RPR REV VEH	400.00	
						20499	OUT RPR REV VEH	1,854.00	
						20500	OUT RPR REV VEH	200.00	
						20603	CREDIT MEMO	-139.26	
						20389	REV VEH PARTS	404.85	
29461	06/27/08	404.85	221	VEHICLE MAINTENANCE PROGRAM					
29462	06/27/08	100.82	434	VERIZON WIRELESS	0	20657	2 WIRELESS PC CARDS	100.82	
29463	06/27/08	134.83	M076	VONWAL, YVETTE	0	20588	MED PYMT SUPP	134.83	
29464	06/27/08	1,127.41	001506	WESTERN STATES OIL CO., INC.		20391	FUELS & LUBE	1,127.41	
29465	06/27/08	60.30	M115	WILLIAMS, CHRIS	0	20589	MED PYMT SUPP	60.30	
29466	06/27/08	26.65	M088	YAGI, RANDY	0	20556	MED PYMT SUPP	26.65	
TOTAL		1,944,967.78		ACCOUNTS PAYABLE			TOTAL CHECKS	347	1,944,967.78

5-1.14

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT:** MONTHLY BUDGET STATUS REPORTS FOR MAY 2008.

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors accept and file the budget status reports for May 2008.**

## II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of May 2008 were \$193K or 9% over the amount of revenues expected.
- **Consolidated Operating Expenses** for the month of May 2008 were \$126K or 4% under budget.
- **Capital Budget** spending year to date through May 2008 was \$16,614K or 46% of the Capital budget.

## 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, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of the District's FY08 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed **92%**.

5-2.1

**A. Operating Revenue**

Total Operating Revenues for the month of May 2008 were \$193K or 9% over the amount of revenues expected. Revenue variances are explained in the notes at the end of the revenue report.

**B. Operating Expense by Department**

Total Operating Expenses by Department for the month of May 2008 were \$126K or 4% under budget; 6% above where we were YTD in FY07. Majority of the variance is due to lower than anticipated Personnel, Admin & Bank Fees, Prof & Tech Fees, Repair-Equipment and Settlement Costs.

**C. Consolidated Operating Expenses**

Consolidated Operating Expenses for the month of May 2008 were \$126K or 4% under budget. Majority of the variance is due to Personnel Expenses, Admin & Bank Fees, Prof & Tech Fees, Repair-Equipment and Settlement Costs. Further explanation of these variances is contained in the notes following the report.

**D. Capital Budget**

A total of \$16,614K or 46% has been expended in the Capital Budget YTD. Of this, \$5,529K or 54% has been spent of the MetroBase line item, \$4,003K or 57% has been spent on the 110 Vernon Purchase & Renovation line item, and \$4,150K or 61% has been spent on the CNG Bus Conversions.

**IV. FINANCIAL CONSIDERATIONS**

None

5-2.2

**IV. ATTACHMENTS**

- Attachment A:**      FY08 Operating Revenue for the month ending – 05/31/08  
                            FY08 Operating Expenses by Department for the month ending -- 05/31/08  
                            FY08 Consolidated Operating Expenses for the month ending – 05/31/08  
                            FY08 Capital Budget Reports for the month ending – 05/31/08

5-2.3

**FY2008**  
**Operating Revenue**  
**For the month ending - May 31, 2008**

Percent of Year Elapsed - 92%

Revenue Source	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual	FY07	\$ Var	% Var	
Passenger Fares	\$ 303,967	\$ 287,507	\$ 16,460	6%	\$ 3,233,779	\$ 3,162,577	\$ 71,202	2%	\$ 3,233,779	\$ 3,115,504	\$ 118,275	4%	
Paratransit Fares	\$ 20,712	\$ 20,800	\$ (88)	0%	\$ 207,425	\$ 228,800	\$ (21,375)	-9%	\$ 207,425	\$ 208,683	\$ (1,258)	-1%	
Special Transit Fares	\$ 390,964	\$ 235,271	\$ 155,693	66%	\$ 2,875,763	\$ 2,587,981	\$ 287,782	11%	\$ 2,875,763	\$ 2,532,261	\$ 343,502	14%	
Highway 17 Fares	\$ 87,210	\$ 70,310	\$ 16,900	24%	\$ 803,503	\$ 773,410	\$ 30,093	4%	\$ 803,503	\$ 756,393	\$ 47,110	6%	
Highway 17 Payments	\$ 35,130	\$ 38,544	\$ (3,414)	-9%	\$ 451,140	\$ 423,984	\$ 27,156	6%	\$ 451,140	\$ 399,962	\$ 51,158	13%	
<b>Subtotal Passenger Revenue</b>	<b>\$ 837,983</b>	<b>\$ 652,432</b>	<b>\$ 185,551</b>	<b>28%</b>	<b>\$ 7,571,610</b>	<b>\$ 7,176,752</b>	<b>\$ 394,858</b>	<b>6%</b>	<b>\$ 7,571,610</b>	<b>\$ 7,012,803</b>	<b>\$ 558,807</b>	<b>8%</b>	<b>1</b>
Commissions	\$ 41	\$ 500	\$ (459)	-92%	\$ 3,560	\$ 5,500	\$ (1,940)	-35%	\$ 3,560	\$ 5,288	\$ (1,728)	-33%	
Advertising Income	\$ 26,594	\$ 12,083	\$ 14,511	120%	\$ 235,301	\$ 132,913	\$ 102,388	77%	\$ 235,301	\$ 200,128	\$ 35,175	18%	2
Rent Income - SC Pacific Station	\$ 7,378	\$ 7,087	\$ 291	4%	\$ 74,424	\$ 77,957	\$ (3,533)	-5%	\$ 74,424	\$ 77,808	\$ (3,384)	-4%	
Rent Income - Watsonville TC	\$ 4,167	\$ 4,124	\$ 43	1%	\$ 41,593	\$ 45,364	\$ (3,771)	-8%	\$ 41,593	\$ 47,251	\$ (5,658)	-12%	
Rent Income - General	\$ 5,084	\$ -	\$ 5,084	0%	\$ 15,261	\$ -	\$ 15,261	0%	\$ 15,261	\$ 4,800	\$ 10,461	218%	
Interest Income	\$ 60,887	\$ 89,667	\$ (28,780)	-33%	\$ 894,758	\$ 986,337	\$ (91,579)	-9%	\$ 894,758	\$ 1,227,957	\$ (333,199)	-27%	3
Other Non-Transp Revenue	\$ 791	\$ 23,583	\$ (22,792)	-97%	\$ 128,765	\$ 259,413	\$ (130,648)	-50%	\$ 128,765	\$ 317,701	\$ (188,936)	-59%	4
Sales Tax Revenue	\$ 1,420,400	\$ 1,371,360	\$ 49,040	4%	\$ 15,538,333	\$ 15,882,825	\$ (344,492)	-2%	\$ 15,538,333	\$ 15,664,396	\$ (126,063)	-1%	5
Transp Dev Act (TDA) - Op Asst	\$ -	\$ -	\$ -	0%	\$ 4,771,527	\$ 4,771,527	\$ -	0%	\$ 4,771,527	\$ 4,624,376	\$ 147,151	3%	
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%	\$ 3,153,552	\$ 3,153,552	\$ -	0%	\$ 3,153,552	\$ 3,130,226	\$ 23,326	1%	
Repay FTA Advance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%	\$ 149,335	\$ 149,335	\$ -	0%	\$ 149,335	\$ 168,582	\$ (19,247)	-11%	
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
<b>Subtotal Revenue</b>	<b>\$ 2,353,325</b>	<b>\$ 2,160,836</b>	<b>\$ 192,489</b>	<b>9%</b>	<b>\$ 32,578,019</b>	<b>\$ 32,641,475</b>	<b>\$ (63,456)</b>	<b>0%</b>	<b>\$ 32,578,019</b>	<b>\$ 32,481,314</b>	<b>\$ 96,705</b>	<b>0%</b>	
<b>One-Time Revenue</b>													
Carryover from Previous Year	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%	\$ 17,785	\$ -	\$ 17,785	0%	\$ 17,785	\$ -	\$ 17,785	0%	
AMBAG Funding	\$ 5,442	\$ -	\$ 5,442	0%	\$ 46,020	\$ -	\$ 46,020	0%	\$ 46,020	\$ -	\$ 46,020	0%	
<b>Subtotal One-Time Revenue</b>	<b>\$ 5,442</b>	<b>\$ -</b>	<b>\$ 5,442</b>	<b>0%</b>	<b>\$ 63,805</b>	<b>\$ -</b>	<b>\$ 63,805</b>	<b>0%</b>	<b>\$ 63,805</b>	<b>\$ -</b>	<b>\$ 63,805</b>	<b>0%</b>	
<b>Total Operating Revenue</b>	<b>\$ 2,358,767</b>	<b>\$ 2,160,836</b>	<b>\$ 197,931</b>	<b>9%</b>	<b>\$ 32,641,824</b>	<b>\$ 32,641,475</b>	<b>\$ 349</b>	<b>0%</b>	<b>\$ 32,641,824</b>	<b>\$ 32,481,314</b>	<b>\$ 160,510</b>	<b>0%</b>	
<b>Total Operating Expenses</b>	<b>\$ 3,107,390</b>				<b>\$ 31,733,958</b>				<b>\$ -</b>				
<b>Variance</b>	<b>\$ (748,623)</b>				<b>\$ 907,866</b>				<b>\$ 32,641,824</b>	<b>\$ 32,481,314</b>			

**Current Period Notes:**

- 1) **Passenger Revenue** is over budget due to straight lining of the budget, use of accrual basis, and increase in rider ship.
- 2) **Advertising Income** is over budget for the month due to more ad revenue than budgeted.
- 3) **Interest Income** is under budget due to Metro Base spending of district funds.
- 4) **Other Non-Transp Revenue** is behind for the month and YTD due to UTU PERS reimbursement from the County, which is collected on a quarterly basis.
- 5) **Sales Tax Revenue** is over budget for the month due to higher than anticipated receipts in May 2008. YTD we are 2% behind budget.

5-2.01

Attachment A

**FY2008**  
**Operating Expenses by Department**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
<b>Departmental Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
1100 - Administration	\$ 78,665	\$ 86,009	\$ (7,344)	-9%	\$ 836,652	\$ 946,099	\$ (109,447)	-12%	\$ 836,652	\$ 817,628	\$ 19,024	2%	
1200 - Finance	\$ 43,767	\$ 51,760	\$ (7,993)	-15%	\$ 487,900	\$ 569,360	\$ (81,460)	-14%	\$ 487,900	\$ 443,651	\$ 44,249	10%	
1300 - Customer Service	\$ 34,742	\$ 43,127	\$ (8,385)	-19%	\$ 368,303	\$ 474,397	\$ (106,094)	-22%	\$ 368,303	\$ 357,514	\$ 10,789	3%	
1400 - Human Resources	\$ 45,177	\$ 49,317	\$ (4,140)	-8%	\$ 476,577	\$ 542,487	\$ (65,910)	-12%	\$ 476,577	\$ 357,814	\$ 118,763	33%	
1500 - Information Technology	\$ 39,409	\$ 41,121	\$ (1,712)	-4%	\$ 439,874	\$ 452,331	\$ (12,457)	-3%	\$ 439,874	\$ 411,182	\$ 28,692	7%	
1700 - District Counsel	\$ 34,560	\$ 38,234	\$ (3,674)	-10%	\$ 366,161	\$ 420,574	\$ (54,413)	-13%	\$ 366,161	\$ 338,447	\$ 27,714	8%	
1800 - Risk Management	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
2200 - Facilities Maintenance	\$ 66,946	\$ 85,692	\$ (18,746)	-22%	\$ 784,813	\$ 942,612	\$ (157,799)	-17%	\$ 784,813	\$ 797,716	\$ (12,903)	-2%	
3100 - Paratransit Program	\$ 234,437	\$ 251,796	\$ (17,359)	-7%	\$ 2,531,500	\$ 2,769,757	\$ (238,257)	-9%	\$ 2,531,500	\$ 2,409,445	\$ 122,055	5%	
3200 - Operations	\$ 172,680	\$ 178,655	\$ (5,975)	-3%	\$ 1,763,781	\$ 1,965,205	\$ (201,424)	-10%	\$ 1,763,781	\$ 1,810,002	\$ (46,221)	-3%	
3300 - Bus Operators	\$ 1,158,112	\$ 1,153,142	\$ 4,970	0%	\$ 11,702,662	\$ 12,684,562	\$ (981,900)	-8%	\$ 11,702,662	\$ 11,216,834	\$ 485,828	4%	
4100 - Fleet Maintenance	\$ 311,457	\$ 347,444	\$ (35,987)	-10%	\$ 3,502,514	\$ 3,821,883	\$ (319,369)	-8%	\$ 3,502,514	\$ 3,207,327	\$ 295,187	9%	
9001 - Cobra Benefits	\$ (281)	\$ -	\$ (281)	0%	\$ (6,902)	\$ -	\$ (6,902)	0%	\$ (6,902)	\$ 1,942	\$ (8,844)	-455%	
9005 - Retired Employee Benefits	\$ 129,850	\$ 144,500	\$ (14,650)	-10%	\$ 1,366,103	\$ 1,589,500	\$ (223,397)	-14%	\$ 1,366,103	\$ 1,352,617	\$ 13,486	1%	
9014 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
<b>Subtotal Personnel Expenses</b>	<b>\$ 2,349,521</b>	<b>\$ 2,470,797</b>	<b>\$ (121,276)</b>	<b>-5%</b>	<b>\$ 24,619,938</b>	<b>\$ 27,178,767</b>	<b>\$ (2,558,829)</b>	<b>-9%</b>	<b>\$ 24,619,938</b>	<b>\$ 23,522,119</b>	<b>\$ 1,097,819</b>	<b>5%</b>	
<b>Departmental Non-Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ 21	\$ (21)	-100%	\$ 260	\$ 357	\$ (97)	-27%	\$ 260	\$ 280	\$ (20)	-7%	
1100 - Administration	\$ 57,965	\$ 74,753	\$ (16,788)	-22%	\$ 559,268	\$ 817,480	\$ (258,212)	-32%	\$ 559,268	\$ 622,347	\$ (63,079)	-10%	
1200 - Finance	\$ 45,709	\$ 68,287	\$ (22,578)	-33%	\$ 645,822	\$ 751,157	\$ (105,335)	-14%	\$ 645,822	\$ 566,489	\$ 79,333	14%	
1300 - Customer Service	\$ 2,281	\$ 9,726	\$ (7,445)	-77%	\$ 69,695	\$ 106,986	\$ (37,291)	-35%	\$ 69,695	\$ 64,124	\$ 5,571	9%	
1400 - Human Resources	\$ 7,236	\$ 8,131	\$ (895)	-11%	\$ 41,788	\$ 89,441	\$ (47,653)	-53%	\$ 41,788	\$ 79,550	\$ (37,762)	-47%	
1500 - Information Technology	\$ 9,525	\$ 13,268	\$ (3,743)	-28%	\$ 205,842	\$ 215,968	\$ (10,126)	-5%	\$ 205,842	\$ 120,504	\$ 85,338	71%	
1700 - District Counsel	\$ 1,942	\$ 1,512	\$ 430	28%	\$ 21,296	\$ 16,632	\$ 4,664	28%	\$ 21,296	\$ 17,390	\$ 3,906	22%	
1800 - Risk Management	\$ 2,062	\$ 20,656	\$ (18,594)	-90%	\$ 47,137	\$ 227,216	\$ (180,079)	-79%	\$ 47,137	\$ 96,972	\$ (49,835)	-51%	
2200 - Facilities Maintenance	\$ 57,926	\$ 44,532	\$ 13,394	30%	\$ 472,286	\$ 489,852	\$ (17,566)	-4%	\$ 472,286	\$ 366,882	\$ 105,404	29%	
3100 - Paratransit Program	\$ 89,381	\$ 64,048	\$ 25,333	40%	\$ 730,291	\$ 704,527	\$ 25,764	4%	\$ 730,291	\$ 561,464	\$ 168,827	30%	
3200 - Operations	\$ 55,408	\$ 53,692	\$ 1,716	3%	\$ 513,243	\$ 590,612	\$ (77,369)	-13%	\$ 513,243	\$ 509,928	\$ 3,315	1%	
3300 - Bus Operators	\$ -	\$ 500	\$ (500)	-100%	\$ 5,006	\$ 8,499	\$ (3,493)	-41%	\$ 5,006	\$ 4,961	\$ 45	1%	
4100 - Fleet Maintenance	\$ 425,451	\$ 403,205	\$ 22,246	6%	\$ 3,743,979	\$ 4,417,256	\$ (673,277)	-15%	\$ 3,743,979	\$ 3,332,408	\$ 411,571	12%	
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%	\$ 1,094	\$ -	\$ 1,094	0%	\$ 1,094	\$ -	\$ 1,094	0%	
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%	\$ (2)	\$ -	\$ (2)	0%	\$ (2)	\$ -	\$ (2)	0%	
9014 - Operating Grants	\$ 2,986	\$ -	\$ 2,986	0%	\$ 48,466	\$ -	\$ 48,466	0%	\$ 51,452	\$ -	\$ 51,452	0%	
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ 6,142	\$ -	\$ 6,142	0%	\$ 6,142	\$ -	\$ 6,142	0%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%	
<b>Subtotal Non-Personnel Expenses</b>	<b>\$ 757,872</b>	<b>\$ 762,331</b>	<b>\$ (4,459)</b>	<b>-1%</b>	<b>\$ 7,111,038</b>	<b>\$ 8,435,983</b>	<b>\$ (1,324,945)</b>	<b>-16%</b>	<b>\$ 7,114,024</b>	<b>\$ 6,343,299</b>	<b>\$ 770,725</b>	<b>12%</b>	

5-2.a2

**FY2008**  
**Operating Expenses by Department**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes	
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08 Actual	FY07	\$ Var	% Var		
<b>Total Departmental Expenses</b>														
700 - SCCIC	\$ -	\$ 21	\$ (21)	-100%	\$ 260	\$ 357	\$ (97)	-27%	\$ 260	\$ 280	\$ (20)	-7%		
1100 - Administration	\$ 136,630	\$ 160,762	\$ (24,132)	-15%	\$ 1,395,920	\$ 1,763,579	\$ (367,659)	-21%	\$ 1,395,920	\$ 1,439,975	\$ (44,055)	-3%	1	
1200 - Finance	\$ 89,476	\$ 120,047	\$ (30,571)	-25%	\$ 1,133,722	\$ 1,320,517	\$ (186,795)	-14%	\$ 1,133,722	\$ 1,010,140	\$ 123,582	12%	2	
1300 - Customer Service	\$ 37,023	\$ 52,853	\$ (15,830)	-30%	\$ 437,998	\$ 581,383	\$ (143,385)	-25%	\$ 437,998	\$ 421,638	\$ 16,360	4%	3	
1400 - Human Resources	\$ 52,413	\$ 57,448	\$ (5,035)	-9%	\$ 518,365	\$ 631,928	\$ (113,563)	-18%	\$ 518,365	\$ 437,364	\$ 81,001	19%		
1500 - Information Technology	\$ 48,934	\$ 54,389	\$ (5,455)	-10%	\$ 645,716	\$ 668,299	\$ (22,583)	-3%	\$ 645,716	\$ 531,686	\$ 114,030	21%		
1700 - District Counsel	\$ 36,502	\$ 39,746	\$ (3,244)	-8%	\$ 387,457	\$ 437,206	\$ (49,749)	-11%	\$ 387,457	\$ 355,837	\$ 31,620	9%		
1800 - Risk Management	\$ 2,062	\$ 20,656	\$ (18,594)	-90%	\$ 47,137	\$ 227,216	\$ (180,079)	-79%	\$ 47,137	\$ 96,972	\$ (49,835)	-51%	4	
2200 - Facilities Maintenance	\$ 124,872	\$ 130,224	\$ (5,352)	-4%	\$ 1,257,099	\$ 1,432,464	\$ (175,365)	-12%	\$ 1,257,099	\$ 1,164,598	\$ 92,501	8%		
3100 - Paratransit Program	\$ 323,818	\$ 315,844	\$ 7,974	3%	\$ 3,261,791	\$ 3,474,284	\$ (212,493)	-6%	\$ 3,261,791	\$ 2,970,909	\$ 290,882	10%	5	
3200 - Operations	\$ 228,088	\$ 232,347	\$ (4,259)	-2%	\$ 2,277,024	\$ 2,555,817	\$ (278,793)	-11%	\$ 2,277,024	\$ 2,319,930	\$ (42,906)	-2%		
3300 - Bus Operators	\$ 1,158,112	\$ 1,153,642	\$ 4,470	0%	\$ 11,707,668	\$ 12,693,061	\$ (985,393)	-8%	\$ 11,707,668	\$ 11,221,795	\$ 485,873	4%		
4100 - Fleet Maintenance	\$ 736,908	\$ 750,649	\$ (13,741)	-2%	\$ 7,246,493	\$ 8,239,139	\$ (992,646)	-12%	\$ 7,246,493	\$ 6,539,735	\$ 706,758	11%	6	
9001 - Cobra Benefits	\$ (281)	\$ -	\$ (281)	0%	\$ (5,808)	\$ -	\$ (5,808)	0%	\$ (5,808)	\$ 1,942	\$ (7,750)	-399%		
9005 - Retired Employee Benefits	\$ 129,850	\$ 144,500	\$ (14,650)	-10%	\$ 1,366,101	\$ 1,589,500	\$ (223,399)	-14%	\$ 1,366,101	\$ 1,352,617	\$ 13,484	1%	7	
9014 - Operating Grants	\$ 2,986	\$ -	\$ 2,986	0%	\$ 51,452	\$ -	\$ 51,452	0%	\$ 51,452	\$ -	\$ 51,452	0%		
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ 6,142	\$ -	\$ 6,142	0%	\$ 6,142	\$ -	\$ 6,142	0%		
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%		
<b>Total Operating Expenses</b>	<b>\$ 3,107,390</b>	<b>\$ 3,233,134</b>	<b>\$ (125,744)</b>	<b>-4%</b>	<b>\$ 31,733,962</b>	<b>\$ 35,614,750</b>	<b>\$ (3,880,788)</b>	<b>-11%</b>	<b>\$ 31,733,962</b>	<b>\$ 29,865,418</b>	<b>\$ 1,868,544</b>	<b>6%</b>		

**Current Period Notes:**

- 1) **Administration** is under budget due to an annual contract paid for in FY07 and a web site redesign being moved to FY09.
- 2) **Finance** is under budget due to Sales Tax Admin Fees paid quarterly and the budget being straight lined.
- 3) **Customer Service** is under budget due to less personnel expenses, graphic services and printing costs incurred in May 2008.
- 4) **Risk Management** is under budget due to below budgeted settlement costs paid in May 2008.
- 5) **Paratransit Program** is over budget due to higher repair rev vehicle and fuel costs incurred in May 2008.
- 6) **Fleet Maintenance** is under budget due to not being at full complement.

5-2-03

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	
<b>LABOR</b>													
501011 Bus Operator Pay	\$ 636,053	\$ 687,597	\$ (51,544)	-7%	\$ 6,826,205	\$ 7,563,567	\$ (737,362)	-10%	\$ 6,826,205	\$ 6,674,425	\$ 151,780	2%	
501013 Bus Operator Overtime	\$ 162,766	\$ 102,083	\$ 60,683	59%	\$ 1,337,062	\$ 1,122,913	\$ 214,149	19%	\$ 1,337,062	\$ 1,180,402	\$ 156,660	13%	
501021 Other Salaries	\$ 505,282	\$ 541,357	\$ (36,075)	-7%	\$ 5,472,954	\$ 5,954,927	\$ (481,973)	-8%	\$ 5,472,954	\$ 5,132,476	\$ 340,478	7%	
501023 Other Overtime	\$ 31,443	\$ 19,684	\$ 11,759	60%	\$ 289,651	\$ 216,524	\$ 73,127	34%	\$ 289,651	\$ 246,808	\$ 42,843	17%	
<b>Total Labor -</b>	<b>\$ 1,335,544</b>	<b>\$ 1,350,721</b>	<b>\$ (15,177)</b>	<b>-1%</b>	<b>\$ 13,925,872</b>	<b>\$ 14,857,931</b>	<b>\$ (932,059)</b>	<b>-6%</b>	<b>\$ 13,925,872</b>	<b>\$ 13,234,111</b>	<b>\$ 691,761</b>	<b>5%</b>	
<b>FRINGE BENEFITS</b>													
502011 Medicare/Soc. Sec.	\$ 18,518	\$ 20,139	\$ (1,621)	-8%	\$ 190,187	\$ 221,529	\$ (31,342)	-14%	\$ 190,187	\$ 176,040	\$ 14,147	8%	
502021 Retirement	\$ 171,739	\$ 185,973	\$ (14,234)	-8%	\$ 1,843,756	\$ 2,045,703	\$ (201,947)	-10%	\$ 1,843,756	\$ 1,652,365	\$ 191,391	12%	
502031 Medical Insurance	\$ 414,389	\$ 438,530	\$ (24,141)	-6%	\$ 4,293,207	\$ 4,823,830	\$ (530,623)	-11%	\$ 4,293,207	\$ 4,141,826	\$ 151,381	4%	
502041 Dental Insurance	\$ 39,449	\$ 40,928	\$ (1,479)	-4%	\$ 431,293	\$ 450,207	\$ (18,914)	-4%	\$ 431,293	\$ 447,861	\$ (16,568)	-4%	
502045 Vision Insurance	\$ 11,135	\$ 11,336	\$ (201)	-2%	\$ 119,452	\$ 124,695	\$ (5,243)	-4%	\$ 119,452	\$ 128,548	\$ (9,096)	-7%	
502051 Life Insurance	\$ 3,910	\$ 4,414	\$ (504)	-11%	\$ 38,467	\$ 48,554	\$ (10,087)	-21%	\$ 38,467	\$ 46,709	\$ (8,242)	-18%	
502060 State Disability	\$ 12,684	\$ 30,599	\$ (17,915)	-59%	\$ 117,719	\$ 336,589	\$ (218,870)	-65%	\$ 117,719	\$ 135,595	\$ (17,876)	-13%	
502061 Disability Insurance	\$ 17,895	\$ 15,926	\$ 1,969	12%	\$ 188,859	\$ 175,186	\$ 13,673	8%	\$ 188,859	\$ 188,433	\$ 426	0%	
502071 State Unemp. Ins	\$ 485	\$ 8,019	\$ (7,534)	-94%	\$ 54,123	\$ 88,209	\$ (34,086)	-39%	\$ 54,123	\$ 54,078	\$ 45	0%	
502081 Worker's Comp Ins	\$ 73,607	\$ 116,390	\$ (42,783)	-37%	\$ 921,401	\$ 1,280,290	\$ (358,889)	-28%	\$ 921,401	\$ 772,961	\$ 148,440	19%	
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
502101 Holiday Pay	\$ 29,578	\$ 28,652	\$ 926	3%	\$ 285,375	\$ 315,172	\$ (29,797)	-9%	\$ 285,375	\$ 282,236	\$ 3,139	1%	
502103 Floating Holiday	\$ 505	\$ 5,467	\$ (4,962)	-91%	\$ 19,631	\$ 60,137	\$ (40,506)	-67%	\$ 19,631	\$ 18,721	\$ 910	5%	
502109 Sick Leave	\$ 53,013	\$ 63,400	\$ (10,387)	-16%	\$ 519,778	\$ 697,400	\$ (177,622)	-25%	\$ 519,778	\$ 464,211	\$ 55,567	12%	
502111 Annual Leave	\$ 139,932	\$ 125,133	\$ 14,799	12%	\$ 1,446,452	\$ 1,376,463	\$ 69,989	5%	\$ 1,446,452	\$ 1,504,278	\$ (57,826)	-4%	
502121 Other Paid Absence	\$ 20,014	\$ 13,692	\$ 6,322	46%	\$ 123,567	\$ 150,611	\$ (27,044)	-18%	\$ 123,567	\$ 164,358	\$ (40,791)	-25%	
502251 Physical Exams	\$ 685	\$ 3,019	\$ (2,334)	-77%	\$ 7,514	\$ 33,209	\$ (25,695)	-77%	\$ 7,514	\$ 6,666	\$ 848	13%	
502253 Driver Lic Renewal	\$ 104	\$ 433	\$ (329)	-76%	\$ 1,621	\$ 4,763	\$ (3,142)	-66%	\$ 1,621	\$ 1,756	\$ (135)	-8%	
502999 Other Fringe Benefits	\$ 6,335	\$ 8,027	\$ (1,692)	-21%	\$ 91,662	\$ 88,297	\$ 3,365	4%	\$ 91,662	\$ 101,368	\$ (9,706)	-10%	
<b>Total Fringe Benefits -</b>	<b>\$ 1,013,977</b>	<b>\$ 1,120,077</b>	<b>\$ (106,100)</b>	<b>-9%</b>	<b>\$ 10,694,064</b>	<b>\$ 12,320,844</b>	<b>\$ (1,626,780)</b>	<b>-13%</b>	<b>\$ 10,694,064</b>	<b>\$ 10,288,010</b>	<b>\$ 406,054</b>	<b>4%</b>	
<b>Total Personnel Expenses -</b>	<b>\$ 2,349,521</b>	<b>\$ 2,470,798</b>	<b>\$ (121,277)</b>	<b>-5%</b>	<b>\$ 24,619,936</b>	<b>\$ 27,178,775</b>	<b>\$ (2,558,839)</b>	<b>-9%</b>	<b>\$ 24,619,936</b>	<b>\$ 23,522,121</b>	<b>\$ 1,097,815</b>	<b>5%</b>	

5-2.04



**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	
									FY08	FY07			
<b><u>SERVICES</u></b>													
503011 Acctg & Audit Fees	\$ 2,600	\$ 8,333	\$ (5,733)	-69%	\$ 41,749	\$ 91,789	\$ (50,040)	-55%	\$ 41,749	\$ 35,875	\$ 5,874	16%	
503012 Admin & Bank Fees	\$ 979	\$ 19,669	\$ (18,690)	-95%	\$ 132,601	\$ 216,359	\$ (83,758)	-39%	\$ 132,601	\$ 114,938	\$ 17,663	15%	2
503031 Prof & Tech Fees	\$ 8,538	\$ 32,126	\$ (23,588)	-73%	\$ 124,266	\$ 353,386	\$ (229,120)	-65%	\$ 124,266	\$ 204,773	\$ (80,507)	-39%	3
503032 Legislative Services	\$ 7,500	\$ 8,084	\$ (584)	-7%	\$ 82,970	\$ 88,924	\$ (5,954)	-7%	\$ 82,970	\$ 86,333	\$ (3,363)	-4%	
503033 Legal Services	\$ -	\$ 4,306	\$ (4,306)	-100%	\$ 1,259	\$ 47,366	\$ (46,107)	-97%	\$ 1,259	\$ 1,120	\$ 139	12%	
503034 Pre-Employ Exams	\$ 1,870	\$ 2,083	\$ (213)	-10%	\$ 12,195	\$ 22,913	\$ (10,718)	-47%	\$ 12,195	\$ 18,422	\$ (6,227)	-34%	
503041 Temp Help	\$ 4,632	\$ 1,375	\$ 3,257	237%	\$ 92,996	\$ 15,125	\$ 77,871	515%	\$ 92,996	\$ 51,745	\$ 41,251	80%	4
503161 Custodial Services	\$ 6,574	\$ 6,120	\$ 454	7%	\$ 62,436	\$ 67,320	\$ (4,884)	-7%	\$ 62,436	\$ 58,691	\$ 3,745	6%	
503162 Uniform & Laundry	\$ 3,491	\$ 3,743	\$ (252)	-7%	\$ 36,082	\$ 41,173	\$ (5,091)	-12%	\$ 36,082	\$ 38,762	\$ (2,680)	-7%	
503171 Security Services	\$ 34,794	\$ 36,994	\$ (2,200)	-6%	\$ 311,232	\$ 406,934	\$ (95,702)	-24%	\$ 311,232	\$ 365,331	\$ (54,099)	-15%	
503221 Classified/Legal Ads	\$ 1,439	\$ 2,383	\$ (944)	-40%	\$ 13,346	\$ 26,213	\$ (12,867)	-49%	\$ 13,346	\$ 14,675	\$ (1,329)	-9%	
503222 Legal Advertising	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
503225 Graphic Services	\$ -	\$ 1,717	\$ (1,717)	-100%	\$ -	\$ 18,887	\$ (18,887)	-100%	\$ -	\$ 15,810	\$ (15,810)	-100%	
503351 Repair - Bldg & Impr	\$ 16,956	\$ 3,542	\$ 13,414	379%	\$ 86,636	\$ 38,962	\$ 47,674	122%	\$ 86,636	\$ 52,627	\$ 34,009	65%	5
503352 Repair - Equipment	\$ 7,262	\$ 26,236	\$ (18,974)	-72%	\$ 152,896	\$ 288,596	\$ (135,700)	-47%	\$ 152,896	\$ 128,601	\$ 24,295	19%	6
503353 Repair - Rev Vehicle	\$ 54,938	\$ 24,255	\$ 30,683	127%	\$ 293,731	\$ 266,805	\$ 26,926	10%	\$ 293,731	\$ 251,324	\$ 42,407	17%	7
503354 Repair - Non Rev Vehicle	\$ 1,192	\$ 4,652	\$ (3,460)	-74%	\$ 27,447	\$ 51,172	\$ (23,725)	-46%	\$ 27,447	\$ 26,175	\$ 1,272	5%	
503363 Haz Mat Disposal	\$ 987	\$ 2,042	\$ (1,055)	-52%	\$ 30,481	\$ 22,462	\$ 8,019	36%	\$ 30,481	\$ 28,295	\$ 2,186	8%	
<b>Total Services -</b>	<b>\$ 153,752</b>	<b>\$ 187,660</b>	<b>\$ (33,908)</b>	<b>-18%</b>	<b>\$ 1,502,323</b>	<b>\$ 2,064,386</b>	<b>\$ (562,063)</b>	<b>-27%</b>	<b>\$ 1,502,323</b>	<b>\$ 1,493,497</b>	<b>\$ 8,826</b>	<b>1%</b>	
<b><u>MOBILE MATERIALS AND SUPPLIES</u></b>													
504011 Fuels & Lube Non Rev Veh	\$ 21,169	\$ 10,226	\$ 10,943	107%	\$ 144,262	\$ 112,486	\$ 31,776	28%	\$ 144,262	\$ 104,940	\$ 39,322	37%	8
504012 Fuels & Lube Rev Veh	\$ 268,850	\$ 269,649	\$ (799)	0%	\$ 2,271,245	\$ 2,948,139	\$ (676,894)	-23%	\$ 2,271,245	\$ 1,900,920	\$ 370,325	19%	
504021 Tires & Tubes	\$ 11,906	\$ 18,700	\$ (6,794)	-36%	\$ 167,694	\$ 205,700	\$ (38,006)	-18%	\$ 167,694	\$ 164,311	\$ 3,383	2%	
504161 Other Mobile Supplies	\$ 651	\$ 667	\$ (16)	-2%	\$ 6,411	\$ 7,337	\$ (926)	-13%	\$ 6,411	\$ 7,543	\$ (1,132)	-15%	
504191 Rev Vehicle Parts	\$ 72,394	\$ 56,800	\$ 15,594	27%	\$ 692,266	\$ 624,800	\$ 67,466	11%	\$ 692,266	\$ 582,886	\$ 109,380	19%	9
<b>Total Mobile Materials &amp; Supplies -</b>	<b>\$ 374,970</b>	<b>\$ 356,042</b>	<b>\$ 18,928</b>	<b>5%</b>	<b>\$ 3,281,878</b>	<b>\$ 3,898,462</b>	<b>\$ (616,584)</b>	<b>-16%</b>	<b>\$ 3,281,878</b>	<b>\$ 2,760,600</b>	<b>\$ 521,278</b>	<b>19%</b>	

5-2-05

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	Notes
<b>OTHER MATERIALS &amp; SUPPLIES</b>													
504205 Freight Out	\$ 242	\$ 412	\$ (170)	-41%	\$ 3,930	\$ 4,532	\$ (602)	-13%	\$ 3,930	\$ 1,872	\$ 2,058	110%	
504211 Postage & Mailing	\$ 7,176	\$ 1,867	\$ 5,309	284%	\$ 20,166	\$ 20,537	\$ (371)	-2%	\$ 20,166	\$ 11,678	\$ 8,488	73%	10
504214 Promotional Items	\$ -	\$ 2	\$ (2)	-100%	\$ -	\$ 22	\$ (22)	-100%	\$ -	\$ -	\$ -	0%	
504215 Printing	\$ 4,199	\$ 7,401	\$ (3,202)	-43%	\$ 61,046	\$ 81,411	\$ (20,365)	-25%	\$ 61,046	\$ 40,640	\$ 20,406	50%	
504217 Photo Supply/Processing	\$ 120	\$ 754	\$ (634)	-84%	\$ 3,528	\$ 8,293	\$ (4,765)	-57%	\$ 3,528	\$ 5,997	\$ (2,469)	-41%	
504311 Office Supplies	\$ 13,318	\$ 7,184	\$ 6,134	85%	\$ 80,316	\$ 79,024	\$ 1,292	2%	\$ 80,316	\$ 58,972	\$ 21,344	36%	11
504315 Safety Supplies	\$ 2,609	\$ 1,521	\$ 1,088	72%	\$ 23,669	\$ 16,731	\$ 6,938	41%	\$ 23,669	\$ 13,336	\$ 10,333	77%	
504317 Cleaning Supplies	\$ 6,439	\$ 4,090	\$ 2,349	57%	\$ 46,364	\$ 44,990	\$ 1,374	3%	\$ 46,364	\$ 37,656	\$ 8,708	23%	
504409 Repair/Maint Supplies	\$ 10,754	\$ 3,750	\$ 7,004	187%	\$ 75,104	\$ 41,250	\$ 33,854	82%	\$ 75,104	\$ 51,092	\$ 24,012	47%	12
504421 Non-Inventory Parts	\$ 7,161	\$ 3,605	\$ 3,556	99%	\$ 47,402	\$ 39,655	\$ 7,747	20%	\$ 47,402	\$ 28,653	\$ 18,749	65%	
504511 Small Tools	\$ 527	\$ 824	\$ (297)	-36%	\$ 8,628	\$ 9,064	\$ (436)	-5%	\$ 8,628	\$ 5,332	\$ 3,296	62%	
504515 Employee Tool Rplcmt	\$ 11	\$ 215	\$ (204)	-95%	\$ 1,207	\$ 2,365	\$ (1,158)	-49%	\$ 1,207	\$ 1,389	\$ (182)	-13%	
<b>Total Other Materials &amp; Supplies -</b>	<b>\$ 52,556</b>	<b>\$ 31,625</b>	<b>\$ 20,931</b>	<b>66%</b>	<b>\$ 371,360</b>	<b>\$ 347,874</b>	<b>\$ 23,486</b>	<b>7%</b>	<b>\$ 371,360</b>	<b>\$ 256,617</b>	<b>\$ 114,743</b>	<b>45%</b>	
<b>UTILITIES</b>													
505011 Gas & Electric	\$ 18,139	\$ 15,151	\$ 2,988	20%	\$ 191,349	\$ 166,661	\$ 24,688	15%	\$ 191,349	\$ 161,026	\$ 30,323	19%	
505021 Water & Garbage	\$ 9,635	\$ 9,274	\$ 361	4%	\$ 107,192	\$ 102,014	\$ 5,178	5%	\$ 107,192	\$ 86,628	\$ 20,564	24%	
505031 Telecommunications	\$ 8,943	\$ 8,021	\$ 922	11%	\$ 92,923	\$ 88,231	\$ 4,692	5%	\$ 92,923	\$ 69,006	\$ 23,917	35%	
<b>Total Utilities -</b>	<b>\$ 36,717</b>	<b>\$ 32,446</b>	<b>\$ 4,271</b>	<b>13%</b>	<b>\$ 391,464</b>	<b>\$ 356,906</b>	<b>\$ 34,558</b>	<b>10%</b>	<b>\$ 391,464</b>	<b>\$ 316,660</b>	<b>\$ 74,804</b>	<b>24%</b>	
<b>CASUALTY &amp; LIABILITY</b>													
506011 Insurance - Property	\$ 6,028	\$ 4,678	\$ 1,350	29%	\$ 47,277	\$ 51,458	\$ (4,181)	-8%	\$ 47,277	\$ 32,924	\$ 14,353	44%	
506015 Insurance - PL & PD	\$ 35,472	\$ 35,000	\$ 472	1%	\$ 379,091	\$ 385,000	\$ (5,909)	-2%	\$ 379,091	\$ 463,187	\$ (84,096)	-18%	
506021 Insurance - Other	\$ -	\$ 151	\$ (151)	-100%	\$ 1,007	\$ 1,661	\$ (654)	-39%	\$ 1,007	\$ 652	\$ 355	54%	
506123 Settlement Costs	\$ 1,805	\$ 12,500	\$ (10,695)	-86%	\$ 46,110	\$ 137,500	\$ (91,390)	-66%	\$ 46,110	\$ 65,600	\$ (19,490)	-30%	13
506127 Repairs - Dist Prop	\$ (575)	\$ -	\$ (575)	0%	\$ (12,596)	\$ -	\$ (12,596)	0%	\$ (12,596)	\$ (113,872)	\$ 101,276	-89%	
<b>Total Casualty &amp; Liability -</b>	<b>\$ 42,730</b>	<b>\$ 52,329</b>	<b>\$ (9,599)</b>	<b>-18%</b>	<b>\$ 460,889</b>	<b>\$ 575,619</b>	<b>\$ (114,730)</b>	<b>-20%</b>	<b>\$ 460,889</b>	<b>\$ 448,491</b>	<b>\$ 12,398</b>	<b>3%</b>	
<b>TAXES</b>													
507051 Fuel Tax	\$ 223	\$ 888	\$ (665)	-75%	\$ 5,880	\$ 9,768	\$ (3,888)	-40%	\$ 5,880	\$ 9,416	\$ (3,536)	-38%	
507201 Licenses & permits	\$ 1,406	\$ 980	\$ 426	43%	\$ 13,871	\$ 10,780	\$ 3,091	29%	\$ 13,871	\$ 14,321	\$ (450)	-3%	
507999 Other Taxes	\$ -	\$ 2,058	\$ (2,058)	-100%	\$ 14,165	\$ 22,638	\$ (8,473)	-37%	\$ 14,165	\$ 16,334	\$ (2,169)	-13%	
<b>Total Utilities -</b>	<b>\$ 1,629</b>	<b>\$ 3,926</b>	<b>\$ (2,297)</b>	<b>-59%</b>	<b>\$ 33,916</b>	<b>\$ 43,186</b>	<b>\$ (9,270)</b>	<b>-21%</b>	<b>\$ 33,916</b>	<b>\$ 40,071</b>	<b>\$ (6,155)</b>	<b>-15%</b>	

5-2-06

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - May 31, 2008**

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	Notes
									FY08	FY07			
<b><u>PURCHASED TRANSPORTATION</u></b>													
503406 Contr/Paratrans	\$ 25,728	\$ 16,667	\$ 9,061	54%	\$ 241,261	\$ 183,337	\$ 57,924	32%	\$ 241,261	\$ 152,771	\$ 88,490	58%	
Total Purchased Transportation -	\$ 25,728	\$ 16,667	\$ 9,061	54%	\$ 241,261	\$ 183,337	\$ 57,924	32%	\$ 241,261	\$ 152,771	\$ 88,490	58%	
<b><u>MISC</u></b>													
509011 Dues & Subscriptions	\$ 2,289	\$ 4,768	\$ (2,479)	-52%	\$ 19,928	\$ 52,448	\$ (32,520)	-62%	\$ 19,928	\$ 61,621	\$ (41,693)	-68%	
509085 Advertising - Rev Product	\$ -	\$ 1,250	\$ (1,250)	-100%	\$ -	\$ 13,750	\$ (13,750)	-100%	\$ -	\$ -	\$ -	0%	
509101 Emp Incentive Prog	\$ -	\$ 2,135	\$ (2,135)	-100%	\$ 14,159	\$ 21,684	\$ (7,525)	-35%	\$ 14,159	\$ 2,860	\$ 11,299	395%	
509121 Employee Training	\$ 2,457	\$ 1,625	\$ 832	51%	\$ 86,886	\$ 87,875	\$ (989)	-1%	\$ 86,886	\$ 23,855	\$ 63,031	264%	
509123 Travel	\$ 3,067	\$ 4,348	\$ (1,281)	-29%	\$ 33,549	\$ 47,828	\$ (14,279)	-30%	\$ 33,549	\$ 20,529	\$ 13,020	63%	
509125 Local Meeting Exp	\$ 301	\$ 529	\$ (228)	-43%	\$ 4,103	\$ 5,819	\$ (1,716)	-29%	\$ 4,103	\$ 4,995	\$ (892)	-18%	
509127 Board Director Fees	\$ 1,950	\$ 1,100	\$ 850	77%	\$ 11,850	\$ 12,100	\$ (250)	-2%	\$ 11,850	\$ 10,600	\$ 1,250	12%	
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%	\$ 248	\$ 594	\$ (346)	-58%	\$ 248	\$ 240	\$ 8	3%	
509197 Sales Tax Expense	\$ 384	\$ -	\$ 384	0%	\$ 332	\$ -	\$ 332	0%	\$ 332	\$ (6,907)	\$ 7,239	-105%	
509198 Cash Over/Short	\$ (224)	\$ -	\$ (224)	0%	\$ 1,217	\$ -	\$ 1,217	0%	\$ 1,217	\$ (8,482)	\$ 9,699	-114%	
Total Misc -	\$ 10,224	\$ 15,809	\$ (5,585)	-35%	\$ 172,272	\$ 242,098	\$ (69,826)	-29%	\$ 172,272	\$ 109,311	\$ 62,961	58%	
<b><u>LEASES &amp; RENTALS</u></b>													
512011 Facility Rentals	\$ 58,048	\$ 59,559	\$ (1,511)	-3%	\$ 639,643	\$ 655,152	\$ (15,509)	-2%	\$ 639,643	\$ 690,371	\$ (50,728)	-7%	
512061 Equipment Rentals	\$ 1,515	\$ 6,273	\$ (4,758)	-76%	\$ 19,016	\$ 69,003	\$ (49,987)	-72%	\$ 19,016	\$ 74,910	\$ (55,894)	-75%	
Total Leases & Rentals -	\$ 59,563	\$ 65,832	\$ (6,269)	-10%	\$ 658,659	\$ 724,155	\$ (65,496)	-9%	\$ 658,659	\$ 765,281	\$ (106,622)	-14%	
<b>Total Non-Personnel Expenses -</b>	<b>\$ 757,869</b>	<b>\$ 762,336</b>	<b>\$ (4,467)</b>	<b>-1%</b>	<b>\$ 7,114,022</b>	<b>\$ 8,436,023</b>	<b>\$ (1,322,001)</b>	<b>-16%</b>	<b>\$ 7,114,022</b>	<b>\$ 6,343,299</b>	<b>\$ 770,723</b>	<b>12%</b>	
<b>TOTAL OPERATING EXPENSE -</b>	<b>\$ 3,107,390</b>	<b>\$ 3,233,134</b>	<b>\$ (125,744)</b>	<b>-4%</b>	<b>\$ 31,733,958</b>	<b>\$ 35,614,798</b>	<b>\$ (3,880,840)</b>	<b>-11%</b>	<b>\$ 31,733,958</b>	<b>\$ 29,865,420</b>	<b>\$ 1,868,538</b>	<b>6%</b>	

**Current Period Notes:**

- 1) Total Personnel Expenses are below budget due to not being at full complement.
- 2) Admin & Bank Fees are under budget due to Sales Tax Admin Fees paid quarterly, while the budget was straight lined.
- 3) Prof & Tech Fees are below budget due to website redesign being moved to FY09.
- 4) Temp Help is over budget due to vacancies and work loads.
- 5) Repair Bldg & Impr is over budget due to the maintenance of the LCNG Fueling Station (1200 B River Street).

5-2-07

**FY2008**  
**Consolidated Operating Expenses**  
*For the month ending - May 31, 2008*

Current Period				Year to Date				YTD Year Over Year Comparison				
<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>FY07</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>

- 6) **Repair - Equipment** is under budget. It is typically paid quarterly or annually on contracts.
- 7) **Repair - Rev Vehicle** is over budget due to more than budgeted repair costs including transmission repairs for \$ 20K in May 2008.
- 8) **Fuels & Lube Non Rev Veh** is over budget due to bulk purchases of lubricants in Fleet.
- 9) **Rev Vehicle Parts** is over budget due to bulk purchases of parts, prior to year-end, in Fleet.
- 10) **Postage & Mailing** is over budget due to postage meter expenses in Admin.
- 11) **Office Supplies** is over budget due to the purchase of computer supplies in IT.
- 12) **Repair/MaintSupplies** are over budget due to bulk purchases of maint supplies and repairs in Facilities.
- 13) **Settlement costs** are under budget due to less than anticipated settlement costs for the year.

5-2-08

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - May 31, 2008*

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Grant-Funded Projects</u></b>				
MetroBase	\$ 5,528,583	\$ 10,300,000	\$ 4,771,417	54%
Purchase 1217 River Street	\$ 1,240,554	\$ 1,237,500	\$ (3,054)	100%
Purchase 1211 River Street	\$ 779,362	\$ 775,000	\$ (4,362)	101%
CNG Bus Conversions (40 Buses)	\$ 4,150,048	\$ 6,800,000	\$ 2,649,952	61%
Local Bus Replacement (8)	\$ -	\$ 3,400,000	\$ 3,400,000	0%
Pacific Station Project	\$ 24,076	\$ 2,729,494	\$ 2,705,418	1%
H17 Bus Replacement (5)	\$ -	\$ 2,262,000	\$ 2,262,000	0%
Hwy 17 Wireless (Air District)	\$ 44,800	\$ 42,500	\$ (2,300)	105%
Transmission	\$ 12,365	\$ 15,000	\$ 2,635	82%
<b>Subtotal Grant Funded Projects</b>	<b>\$ 11,779,788</b>	<b>\$ 27,561,494</b>	<b>\$ 15,781,706</b>	<b>43%</b>
<b><u>District Funded Projects</u></b>				
<b><u>IT Projects</u></b>				
ATP - Hastus Run Time Analysis Program - IT/OPS	\$ 18,979	\$ 37,959	\$ 18,980	50%
Qqest Time Clocks	\$ 8,014	\$ 8,014	\$ -	100%
ABS Financial System & Modules	\$ 10,877	\$ 8,000	\$ (2,877)	136%
2nd T1 Connection - ParaCruz	\$ -	\$ 8,677	\$ 8,677	0%
ABS Laser Printer & Software for Checks	\$ 2,940	\$ 6,550	\$ 3,610	45%
Laptops (2) Fleet & Finance	\$ 4,598	\$ 4,000	\$ (598)	115%
FAS - Fixed Asset Mgmt. Software	\$ 3,191	\$ 4,000	\$ 809	80%
Web Access Control Appliance	\$ 3,275	\$ 3,000	\$ (275)	109%
Printer - Ops	\$ 1,665	\$ 1,800	\$ 135	93%
<b><u>Facilities Repair &amp; Improvements</u></b>				
Bus Stop Improvements (20 total)	\$ 10,000	\$ 154,151	\$ 144,151	6%
Bus Stop improvements (China Grade Turnout) **	\$ 112,551	\$ 121,000	\$ 8,449	93%
Bus Shelters - LNI	\$ 42,371	\$ 43,034	\$ 663	98%
2-way Radio & Telephone Recording System (Exacom System)	\$ 19,890	\$ 25,000	\$ 5,110	80%
Reseal Operations Facility Roof	\$ 23,963	\$ 25,600	\$ 1,637	94%
ParaCruz Vehicle Hoist	\$ 13,020	\$ 17,500	\$ 4,480	74%
Replace HVAC at ParaCruz Facility	\$ 24,655	\$ 24,600	\$ (55)	100%
Repair Parking Lots (Greyhound, Soquel Park & Ride)	\$ 2,500	\$ 2,500	\$ -	100%
Repair Sidewalks & Bus Lanes (Pacific Station)	\$ 4,480	\$ 4,480	\$ -	100%
Cubicle Walls (ParaCruz)	\$ -	\$ 10,000	\$ 10,000	0%
Digital ID Card Processing Equip. for Pacific Station	\$ -	\$ 15,000	\$ 15,000	0%
Replace Toilets at Pacific Station & (1) Waterless	\$ 4,269	\$ 6,100	\$ 1,831	70%
Bus Operators Lockers	\$ 4,222	\$ 4,800	\$ 578	88%
Two-way Radio Portable Radio Hand-paks (4)	\$ 3,803	\$ 3,500	\$ (303)	109%
Coin Machine Replacement - Pacific Station	\$ 4,909	\$ 4,539	\$ (370)	108%
Money Counting Program - OPS	\$ 2,214	\$ 2,481	\$ 267	89%
Air Compressor - ParaCruz	\$ 2,983	\$ 3,500	\$ 517	85%
Rolling Jack - ParaCruz	\$ 3,230	\$ 3,500	\$ 270	92%

5-2-09

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - May 31, 2008*

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Revenue Vehicle Replacement</u></b>				
Purchase ParaCruz Vans (3)	\$ 213,755	\$ 216,303	\$ 2,548	99%
Rebuild Bus Engines (16 remaining) 1998 Fleet	\$ 41,698	\$ 168,000	\$ 126,302	25%
New John Deere Engines (2)	\$ 76,434	\$ 76,435	\$ 1	100%
<b><u>Non-Revenue Vehicle Replacement</u></b>				
Facility Service Body Truck (2)	\$ 55,099	\$ 60,000	\$ 4,901	92%
Pickup for Fleet (2)	\$ 33,118	\$ 35,000	\$ 1,882	95%
Hybrid - Admin	\$ 26,293	\$ 30,500	\$ 4,207	86%
Supervisor Vehicle	\$ -	\$ 29,500	\$ 29,500	0%
Shuttle Van	\$ 21,981	\$ 27,500	\$ 5,519	80%
ParaCruz Staff Car	\$ 25,601	\$ 20,000	\$ (5,601)	128%
<b><u>Maint Equipment</u></b>				
Replace Repeater - Davenport	\$ -	\$ 15,000	\$ 15,000	0%
Wire Welder	\$ 1,649	\$ 2,039	\$ 390	81%
Forklift (Purchased from Casey Printing)	\$ 1,250	\$ 1,250	\$ -	100%
<b><u>Office Equipment</u></b>				
ADD - Ergonomic Desk - ADD	\$ 1,966	\$ 1,966	\$ -	100%
<b><u>Admin</u></b>				
Purchase & Renovation of Vernon Bldg	\$ 4,002,764	\$ 6,964,902	\$ 2,962,138	57%
<b>Subtotal District Funded Projects</b>	<b>\$ 4,834,209</b>	<b>\$ 8,201,680</b>	<b>\$ 3,367,471</b>	<b>59%</b>
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 16,613,997</b>	<b>\$ 35,763,174</b>	<b>\$ 19,149,177</b>	<b>46%</b>

5-2-01D

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - May 31, 2008*

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>CAPITAL FUNDING</u></b>				
Federal Capital Grants	\$ 2,021,340	\$ 3,798,527	\$ 1,777,187	53%
State/Other Capital Grants	\$ 4,215,485	\$ 12,919,865	\$ 8,704,380	33%
AB 3090	\$ 3,823,715	\$ 6,363,000	\$ 2,539,285	60%
STA Funding (Current Year & Prior Year Deferred)	\$ 4,835,124	\$ 7,087,337	\$ 2,252,213	68%
Alternative Fuel Conversion Fund	\$ -	\$ 462,000	\$ 462,000	0%
Bus Stop Improvement Reserves	\$ -	\$ 100,000	\$ 100,000	0%
District Reserves	\$ 1,718,333	\$ 5,032,445	\$ 3,314,112	34%
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 16,613,997</b>	<b>\$ 35,763,174</b>	<b>\$ 19,149,177</b>	<b>46%</b>

5-2.011

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Peevyhouse, Chad  
Date of Incident: 6/18/08

Received: 6/23/08 Claim #: 08-0019  
Occurrence Report No.: SC 06-08-17

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 7/03/08

---

I, Cindi Thomas, 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 25, 2008.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

5-3.1

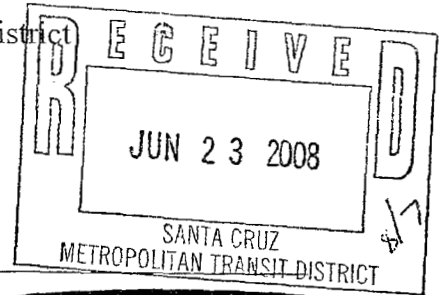


CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0019

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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



1. Claimant's Name: Chad Peevyhouse

Claimant's Address/Post Office Box: [REDACTED]

Claimant's Phone Number: [REDACTED]

2. Address to which notices are to be sent: [REDACTED]

3. Occurrence: truck/bus crash, bicycle destroyed

Date: 3-18-08 Time: ~ 5:35 PM Place: Glen Arbor

Circumstances of occurrence or transaction giving rise to claim: My bike was on rack on front of bus when truck/bus collision occurred. Bike demolished.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Specialized Hard Rock mountain bike \$420 with speedometer = \$25 and blinking taillight = \$12, rear pannier rack = \$25

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

6. Amount claimed now ..... \$ 487  
Estimated amount of future loss, if known ..... \$ \_\_\_\_\_  
TOTAL ..... \$ \_\_\_\_\_

7. Basis of above computations: simple math. Called two local bike shops for pricing.

Chad Peevyhouse  
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

6-21-08  
DATE

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

5-3.2

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Harrold, Gary  
Date of Incident: 06/04/08

Received: 06/26/08 Claim #: 08-0020  
Occurrence Report No.: SC 06-08-03

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 7/03/08

---

I, Cindi Thomas, 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 25, 2008.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

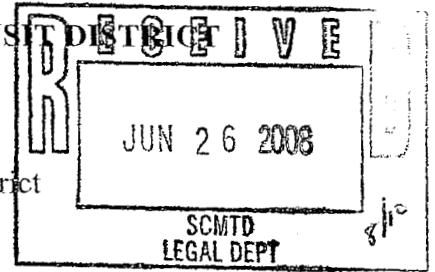
Date: \_\_\_\_\_

MG/lg  
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

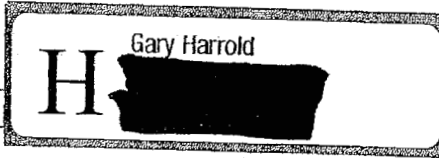
(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0020



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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



1. Claimant's Name: \_\_\_\_\_

Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: \_\_\_\_\_

3. Occurrence: Same  
Bicycle fell off bike rack, #71 bus

Date: 6/4/08 Time: 9:20 AM Place: Front St. near Soquel Av. Santa Cruz

Circumstances of occurrence or transaction giving rise to claim: I was sitting on the bus, about 1/2 way back, and without me knowing it, my folding bicycle slipped out of the wheel grooves and fell. The driver, after putting the bike back on the rack, signaled for me to come.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: The only apparent damage was to the left brake lever.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: the bus driver whose name I do not know, did NOT cause the bicycle to fall off the rack.

6. Amount claimed now ..... brake lever ..... \$ 15.00  
Estimated amount of future loss, if known ... labor ..... \$ 15.00  
TOTAL ..... \$ 30.00

7. Basis of above computations: \_\_\_\_\_

Gary Harrold  
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

June 8 '08  
DATE

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

Thank you kindly

Since I've already act. for the air, please

5-3.4

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Hiltner, Thomas  
Date of Incident: 06/20/08

Received: 07/01/08 Claim #: 08-0021  
Occurrence Report No.: MISC 08-09

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: \_\_\_\_\_

---

I, Cindi Thomas, 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 25, 2008.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

5-3.5

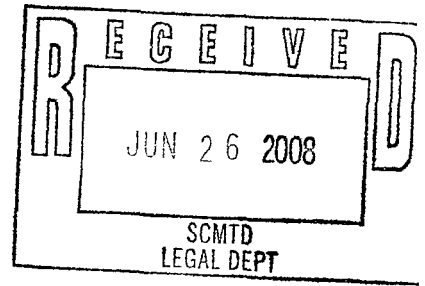
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(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: Thomas Hiltner

Claimant's Address/Post Office Box: [REDACTED]

Claimant's Phone Number: [REDACTED]

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

3. Occurrence: Coach #2230 (assigned), Route 69, 17:15 outbound departure from SCMC, block #6905. Bicycle fell from bicycle rack.

Date: 06/20/2008 Time: 17:20 Place: Water St. bridge

Circumstances of occurrence or transaction giving rise to claim: Bicycle installed in front position of bicycle rack fell from the rack onto the roadway in front of moving bus. The coach operator braked abruptly, either causing the bike to eject or immediately afterward to avoid driving over the bicycle as it hung upside down from the rack.

Upon hearing the coach operator announce that a bike had fallen from the rack, I moved to the front of the bus and observed my bicycle hanging upside-down from the bottom of the rack against the roadway. I deboarded and wrestled the mangled machine from the rack and assessed that the rear wheel and seat had been irreparably damaged by dragging along the roadway and that the bicycle was not operable. I re-installed it in the same position, and the bus completed the trip to Capitola Mall without incident where I retrieved and walked it home.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Current known loss of \$171.92 to 1) replace rear wheel including hub, spokes and rim; 2) replace seat; 3) replace rim tape for installation of tube/tire assembly onto new rim.

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

6. Amount claimed now	.....	\$	<u>171.92</u>
Estimated amount of future loss, if known	.....	\$	<u>.00</u>
TOTAL	.....	\$	<u>171.92</u>

7. Basis of above computations: Retail Sales receipt from The Bicycle Trip attached

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

June 26, 2008  
DATE

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

5-3.6

\*\*\*REVISED\*\*\*



## AGENDA

JULY 16, 2008 - 6:00 PM  
PACIFIC STATION CONFERENCE ROOM  
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA

1. ROLL CALL
2. AGENDA ADDITIONS/DELETIONS
3. ORAL/WRITTEN COMMUNICATION
4. CONSIDERATION OF MINUTES OF JUNE 2008
5. RIDERSHIP REPORT FOR APRIL 2008 (**NOT AVAILABLE**)
6. PARACRUZ OPERATIONS STATUS REPORTS FOR FEBRUARY AND MARCH 2008
7. **DISCUSSION OF PARATRANSIT ELIGIBILITY REVIEW PROJECT WITH PAT PIRAS CONSULTING**
8. DISCUSSION OF DISCOUNTED BUS PASS PROGRAM POLICY CHANGES
9. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT-RELATED MEETINGS
10. DISCUSSION OF ADVERTISING MAC MEETING
11. DISCUSSION OF PROCEDURE FOR ADDING AGENDA ITEMS
12. DISTRIBUTION OF MAC VOUCHERS
13. COMMUNICATIONS TO METRO GENERAL MANAGER
14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS
15. ITEMS FOR NEXT MEETING AGENDA
16. ADJOURNMENT



NEXT MEETING: WEDNESDAY, AUGUST 20, 2008, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM

5-4.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes - METRO Advisory Committee (MAC)**

**May 21, 2008**

The METRO Advisory Committee (MAC) met on Wednesday, May 21, 2008 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:07 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Dave Williams  
Dennis "Pop" Papadopulo  
Heidi Curry  
Mara Murphy, Vice Chair  
Naomi Gunther, Chair  
Robert Yount

**STAFF PRESENT**

April Warnock, Acting Asst. Paratransit Superint.  
Ciro Aguirre, Operations Manager  
Mary Ferrick, Fixed Route Superintendent

**VISITORS PRESENT**

Steve Prince, UTU

**MEMBERS ABSENT**

Stuart Rosenstein

**2. AGENDA ADDITIONS/DELETIONS**

None at this time.

**3. ORAL/Written COMMUNICATION**

Written:

None at this time

Oral:

1. Robert Yount said that Bonnie Morr suggested to him that if the UTU contract comes before the committee, MAC members might want to look at the salary adjustments made for administrative positions and transit supervisors in 2007, and she sent Mr. Yount the staff report from the January 22, 2007 BOD Meeting. Mr. Yount offered to keep the document handy in case they are needed.
2. Dave Williams asked what had become of the recommendation to expand ParaCruz same-day service. April Warnock explained that there was no expansion of same-day service.
3. Pop Papadopulo said that he had participated in a recent bus operator training, and that the training supervisor distributed a "cheat sheet" of tips for the new operators. Mr. Papadopulo asked if a copy could be obtained for MAC to have on-hand.

**4. CONSIDERATION OF MINUTES OF APRIL 16, 2008**

**ACTION: MOTION: ROBERT YOUNT SECOND: DAVE WILLIAMS**

**ACCEPT AND FILE MINUTES OF THE APRIL 16, 2008 MEETING AS PRESENTED.**

**Motion passed unanimously with Stuart Rosenstein being absent.**

**5-4.2**

**5. RIDERSHIP REPORT FOR FEBRUARY 2008**

Chair Naomi Gunther thanked staff for providing the Guide to the Monthly Ridership Report, and requested that the Guide be included in the MAC Binders. Robert Yount noted the extremely low ridership on routes 9, 33, and 34. Mary Ferrick said that route 9 only has two trips a day, and the 33 and 34 run during the school term only, one trip in the morning and two in the afternoon. Ms. Ferrick said that these were very limited service routes, basically providing lifeline service to those areas.

Robert Yount asked what size buses were used on those limited service routes. Ms. Ferrick said that 33/34, in the a.m., has a small Goshen bus, and that p.m. route 33, because of more kids coming home at the same time, has a 35-foot bus. Ms. Ferrick said that route 34 always uses a smaller Goshen bus. Steve Prince noted that the two routes are combined in the morning. Robert Yount asked if there was any consideration to eliminate these routes. Mary Ferrick said no. Vice Chair Mara Murphy requested that the different bus models be pointed out to the MAC members on their upcoming tour of METRO facilities. Chair Naomi asked if it would be possible to place an asterisk on the Monthly Ridership Report next to limited-service routes for clarity.

Robert Yount noted the amount of bikes being carried. Chair Naomi Gunther asked if all buses carried three-position bicycle racks. Steve Prince said he thought there were still a few two-position racks. Mary Ferrick said she thought all racks had been switched out.

Vice Chair said that since she would like to see education encouraged by METRO, and she asked if there was a way for the statistics to include children in the ridership report. Mary Ferrick said children are not differentiated. Chair Naomi Gunther asked if that was for a paid passenger, and she asked if children too young to pay a fare are counted. Ms. Ferrick said that it was not possible due to the limited number of farebox buttons. Vice Chair Mara Murphy asked what buttons were in question. Ms. Ferrick explained how the farebox buttons are used. Steve Prince noted that children are tracked as pre-paid riders only. Vice Chair Murphy said that teenagers couldn't be monitored, and asked if there has been an increase in teenage riders. Mr. Prince said that student passes might be an indicator of increased teenage ridership.

**6. PARACRUZ OPERATIONS STATUS REPORT FOR JANUARY 2008**

Robert Yount pointed that ParaCruz statistics look good and noted that the only anomaly was the 125% increase in excessively late or missed trips, which went from .04% to .09%, which he said was insignificant. Mr. Yount asked if the statistics for February were better. April Warnock said that they were very good, and that there were no missed trips in February. Vice Chair Mara Murphy said that the jurisdiction or boundaries of ParaCruz was Santa Cruz County. April Warnock said that was not necessarily true and described the boundaries of the service area. Vice Chair Murphy asked if it was ParaCruz' responsibility to get clients on the 17 bus if somebody wanted to go to San Jose. Ms. Warnock affirmed that and said that was currently the only option. Vice Chair Murphy asked about clients who need to go to Monterey County. Ms. Warnock described how ParaCruz and MST Rides clients could take up to 21 trips on each other's paratransit service without obtaining



dual eligibility, and that clients needing to go to over the hill for medical appointments are referred to agencies with TDA funds or the Red Cross.

**7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT-RELATED MEETINGS**

Robert Yount said that he attended the BSAC meeting and reported that, despite a few delays, the China Grade turnaround is complete. Mr. Yount said that there were no new considerations for new bus stops. Chair Naomi Gunther asked how decisions are made regarding placement of shelters and bus stops. Mr. Yount briefly described the BSAC process for the consideration of bus stops. Chair Naomi Gunther asked where to direct complaints about bus stops. Mary Ferrick said that all customer service reports are forwarded to the responsible manager or department.

**8. DISCUSSION OF MARKETING TOPICS TO INCREASE RIDERSHIP**

Vice Chair Mara Murphy said that she had read an article in the newspaper about the rise in Highway 17 Express ridership, and suggested the continuous advertising of the rise in Highway 17 Express ridership. Vice Chair Murphy said that as a marketing tool, a good way to generate interest is to continue to inform them about the increase in ridership on all buses. Steve Prince pointed out that the Highway 17 Express is already at full capacity, and that he thought the article was not intended to advertise, but to make note that so many are riding due to the price of fuel. Mr. Prince pointed out that many other routes are already at capacity, and that in order to increase ridership there really needs to be an increase in service.

Chair Naomi Gunther said that one advertisement that caught her eye was a recent volume of Headways that announced the addition of Wi-Fi on the Highway 17 Express. Chair Gunther said it caught her eye because of its design and placement on the bus, that it was well done, and she asked if many riders were showing interest in Wi-Fi. Mr. Prince said that he often gets questions about Wi-Fi. Vice Chair Murphy said that an article should be placed in the newspaper if advertising was wanted. Mr. Prince reiterated that advertising is not necessary because trips are already full. Vice Chair Murphy said an increase in ridership would bring in more revenue, and allow for more buses to be purchased. Mr. Prince emphasized that certain trips have standing room only. Vice Chair Murphy said that it should not discourage increasing ridership one way or another. Mr. Prince agreed.

Vice Chair Mara Murphy asked if education fell under the marketing topic or if it was a separate topic. Chair Naomi Gunther said that it was a separate topic, but that she wanted to allow for more marketing topics, but if there were none, she wanted to finish up on the item. Robert Yount said that he is working on a public service announcement/METRO orientation dvd, and said that he had spoken with Les White, who liked the idea of using humor and then seriously explaining how to ride the bus. Dave Williams asked if it made sense to join MST in producing a public service announcement. Mr. Yount said that it made good sense, and that he would add that idea to his proposal.

Pop Papadopulo asked how many advertising spaces were available on the buses. Ciro Aguirre said that most advertising spaces are already taken, with the exception of the king-

sized spots. Vice Chair Murphy said she had never seen much advertising on METRO buses. Mr. Aguirre described the placement of the ads, and some of the policies, such as limiting ads to for-profit companies. Vice Chair Murphy asked if ad business is pursued and how much ads cost. Mr. Aguirre said he did not know. Chair Naomi Gunther asked where inquiries about advertising should be directed. Mr. Aguirre stated that inquiries should be directed to Mark Dorfman at METRO, and gave out the phone number.

Ciro Aguirre said that signs announcing the Yield To Bus program were going to go up on some of the vacant ad spaces on buses. Vice Chair Murphy asked what the Yield To Bus program was. Mr. Aguirre gave a brief explanation of the YTB program, detailing the history of the program, and the measures METRO has taken to implement the program. Chair Naomi Gunther said she noticed that not all operators are using the yield sign, and asked if it was optional. Mr. Aguirre said that it would be more common once the signs are ready, and after some training. Steve Prince said that he was instructed that it was optional. Robert Yount said that he thought the yield signs were helpful.

Chair Naomi Gunther said that any signs posted inside the bus should be in both English and Spanish, adding that she noticed some inconsistency in the posting of service-related signs in both languages. Ciro Aguirre explained that sometimes signs are pulled off at the expiration date, or just fall off, and added that signs are usually posted in both languages. Chair Gunther said that consistency would encourage confidence in the transit system. Mary Ferrick stated that the vehicle maintenance staff is instructed to post signs in both languages.

Dave Williams suggested that METRO participate in a local radio show on KSCO, but noted that Les White had not approved it. Robert Yount offered to again talk to Mr. White about it. Vice Chair Mara Murphy suggested using advertisements bearing the cost comparison of taking a personal car versus riding public transit. Vice Chair Murphy asked how much advertisements would cost. Ciro Aguirre said that they were very expensive and said that a recent order of 20 signs for the Yield To Bus comment cost \$2600. Vice Chair Murphy said she would call VTA to get the wording from one of their advertisements to use as an example.

Vice Chair Mara Murphy shared a newspaper article that told of a Career Day that Granite Rock, Inc. held to teach high school kids of the careers available with that company, and she said that perhaps METRO could do the same. The article is attached to the file copy of the minutes. Mary Ferrick said that the County and City have had their own career days, but that METRO is not part of either entity. Ms. Ferrick described some of the careers available. Ciro Aguirre noted that METRO has had difficulty in attracting women to certain positions such as mechanics and bus operators. Vice Chair Murphy said that she thought it would be great exposure for METRO.

Vice Chair Mara Murphy presented a poster from a VTA bus that depicted the winner of a County of Santa Clara art contest. A poster is attached to the file copy of the minutes. Vice Chair Murphy suggested that METRO could also have similar contests with a cash prize or free METRO pass. Chair Naomi Gunther said that riding METRO is a “green”

method of transportation and should be encouraged, and she said that the community must appreciate the service to advocate its use, especially in times of budgetary crisis. The committee discussed personal experiences about riding the bus and ways to introduce riding the bus to people who may have an aversion to public transportation. Mara Murphy said she wanted to make a motion about her poster idea. Dave Williams suggested she put together a solid proposal for the program before a motion is made. Vice Chair Mara Murphy offered to organize the program, and asked other members for their support. Chair Gunther likened the program to the KSBW Weather Picture of the Day, and suggested that mere recognition of the winner would suffice in lieu of a monetary prize. Chair Gunther asked if Vice Chair Murphy wanted to research the issue more before presenting it to the Board. Vice Chair Murphy said that she wanted to focus on low-cost options. Robert Yount said that the idea should be first presented to the Board to see if it is a viable idea.

**ACTION: MOTION: MARA MURPHY SECOND: ROBERT YOUNT**

**RECOMMEND THAT THE BOARD ALLOW MAC TO RESEARCH THE FEASIBILITY OF IMPLEMENTING A METRO-SPONSORED POSTER CONTEST TO EDUCATE LOCAL SCHOOLCHILDREN ABOUT PUBLIC TRANSIT**

**Motion passed unanimously with Stuart Rosenstein being absent.**

Vice Chair Mara Murphy asked what to do about a METRO Career Day. Robert Yount suggested working on the poster contest first, and then take up the Career Day idea afterwards. Vice Chair Murphy asked that the Career Day be placed on the next agenda.

**9. CONSIDERATION OF REVISED ELDERLY & DISABLED DISCOUNT FARE PROGRAM**

Ciro Aguirre postponed this item to a future meeting.

**10. DISTRIBUTION OF MAC VOUCHERS**

Ciro Aguirre distributed METRO ride vouchers to the MAC members at this time.

**11. COMMUNICATIONS TO METRO GENERAL MANAGER**

- a. Chair Naomi Gunther requested that an asterisk be placed on the Ridership Report next to routes such as 9, 33 and 34 to denote limited-service.
- b. Vice Chair Mara Murphy requested that the different bus models be pointed out to the MAC members on their upcoming tour of METRO facilities.
- c. Pop Papadopulo requested a copy of the "cheat sheet" of Operator's tips that Frank Bauer distributed at the most recent Operator training.
- d. Vice Chair Mara Murphy requested that the tables in the Conference room be cleaned prior to MAC meetings.

- e. The committee requests that an invitation be extended to Ecology Action for a presentation on that agency's programs.

**12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**

None at this time.

**13. ITEMS FOR NEXT MEETING AGENDA**

- Discussion of a METRO Career Day

**ADJOURN**

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 7:57 p.m.

Respectfully submitted,

ANTHONY TAPIZ  
Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25<sup>th</sup>, 2008  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT:** METRO PARACRUZ OPERATIONS STATUS REPORT

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of April 2008.
- A breakdown of pick-up times beyond the ready window is included.

## III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

There has been discussion regarding ParaCruz on-time performance. It was noted that most statistical data continues to show improvement, the reported percentage of pick ups performed within the "ready window" has remained relatively consistent, hovering at roughly 90%. Staff was requested to provide a break down the pick-ups beyond the "ready window".

5-5.1

The table below displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”.

	<b>April 2007</b>	<b>April 2008</b>
Total pick ups	7077	7695
<b>Percent in “ready window”</b>	<b>92.24%</b>	<b>94.74%</b>
1 to 5 minutes late	2.97%	.66%
6 to 10 minutes late	2.32%	.43%
11 to 15 minutes late	1.17%	.23%
16 to 20 minutes late	.90%	.14%
21 to 25 minutes late	.51%	.06%
26 to 30 minutes late	.28%	.03%
31 to 35 minutes late	.20%	.00%
36 to 40 minutes late	.00%	.00%
41 or more minutes late (excessively late/missed trips)	.085%	.03%
<b>Total beyond “ready window”</b>	<b>7.76%</b>	<b>5.26%</b>

During the month of April 2008, ParaCruz received twenty-one (21) Service complaints and one (1) compliment. Four (4) of the five (5) valid service complaints were related to late pick-ups, one (1) related to rude behavior by a Reservationist. Seven (7) complaints were not valid. Nine (9) complaints were un-verifiable.

**5-5.2**

**Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through April.**

	<b>April 07</b>	<b>April 08</b>	<b>Fiscal 06-07</b>	<b>Fiscal 07-08</b>
Requested	8071	8409	78,895	78,102
Performed	7077	7695	69,254	72,152
Cancels	20.65%	18.11%	19.20%	17.10%
No Shows	2.44%	1.96%	2.86%	2.33%
Total miles	47,989	48,975	478,814	478,831
Av trip miles	5.07	4.89	5.07	5.08
Within ready window	92.24%	94.74%	90.69%	93.93%
Excessively late/missed trips	6	2	114	27
Call center volume	6057	6422	58,852	60,781
Call average seconds to answer	23	28	23	29
Hold times less than 2 minutes	96%	97%	96%	97%
Distinct riders	792	791	1,686	1675
Most frequent rider	55 rides	48 rides	421 rides	410 rides
Shared rides	63.2%	69.3%	65.5%	66.0%
Passengers per rev hour	2.38	2.10	1.81	2.37
Rides by supplemental providers	7.64%	15.8%	8.26%	14.79%
Vendor cost per ride	\$24.92	\$21.16	\$24.32	\$22.44
ParaCruz driver cost per ride (estimated)	\$26.90	\$24.72	\$26.05	\$24.04
Rides < 10 miles	80.99%	71.62%	82.25%	71.77%
Rides > 10	19.01%	28.38%	17.75%	28.23%

**IV. FINANCIAL CONSIDERATIONS**

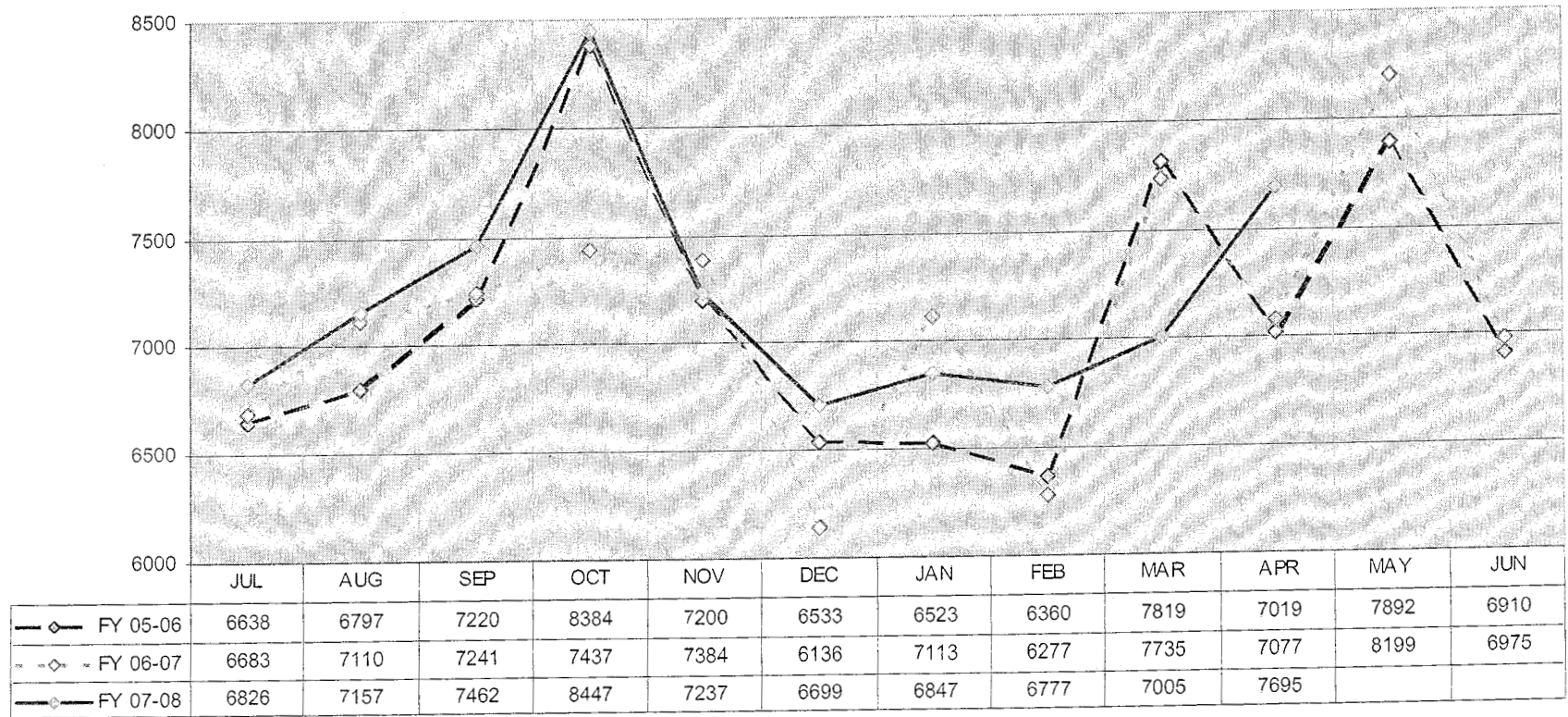
NONE

**V. ATTACHMENTS**

- Attachment A:** Number of Rides Comparison Chart
- Attachment B:** Shared vs. Total Rides Chart
- Attachment C:** Mileage Comparison Chart
- Attachment D:** Year To Date Mileage Chart
- Attachment E:** Daily Drivers vs. Subcontractor Chart

**5-5.3**

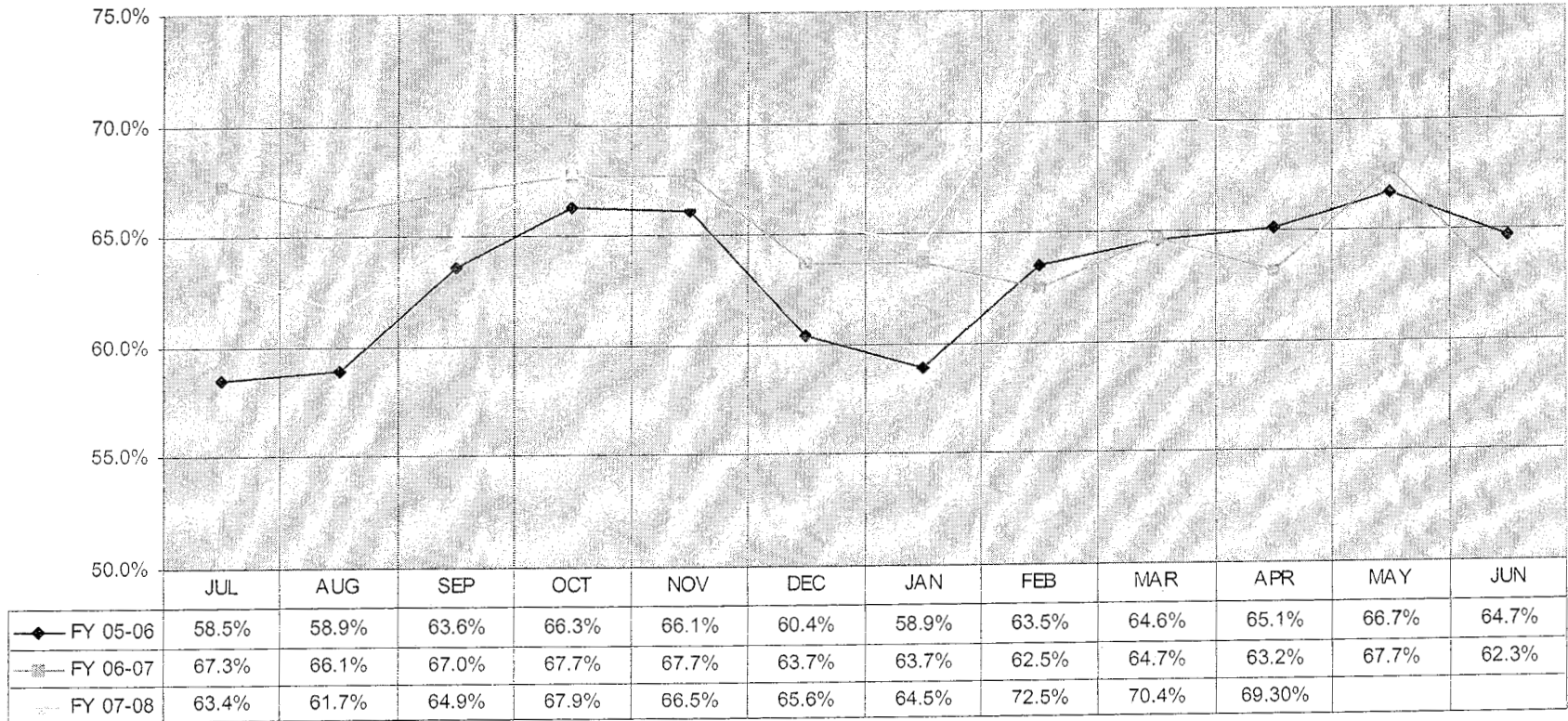
NUMBER OF RIDES COMPARISON



5-5:a1

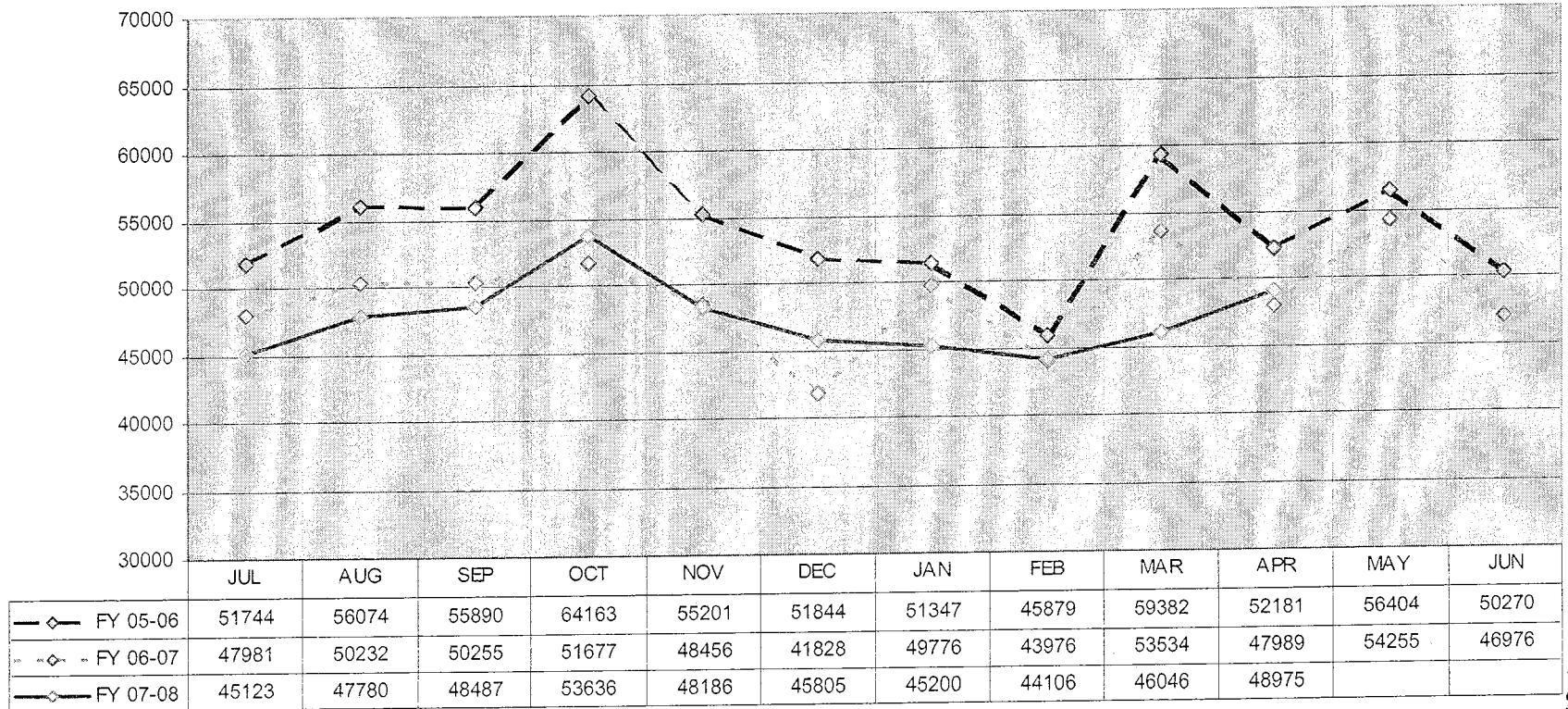


MONTHLY SHARED RIDES



5-5.61

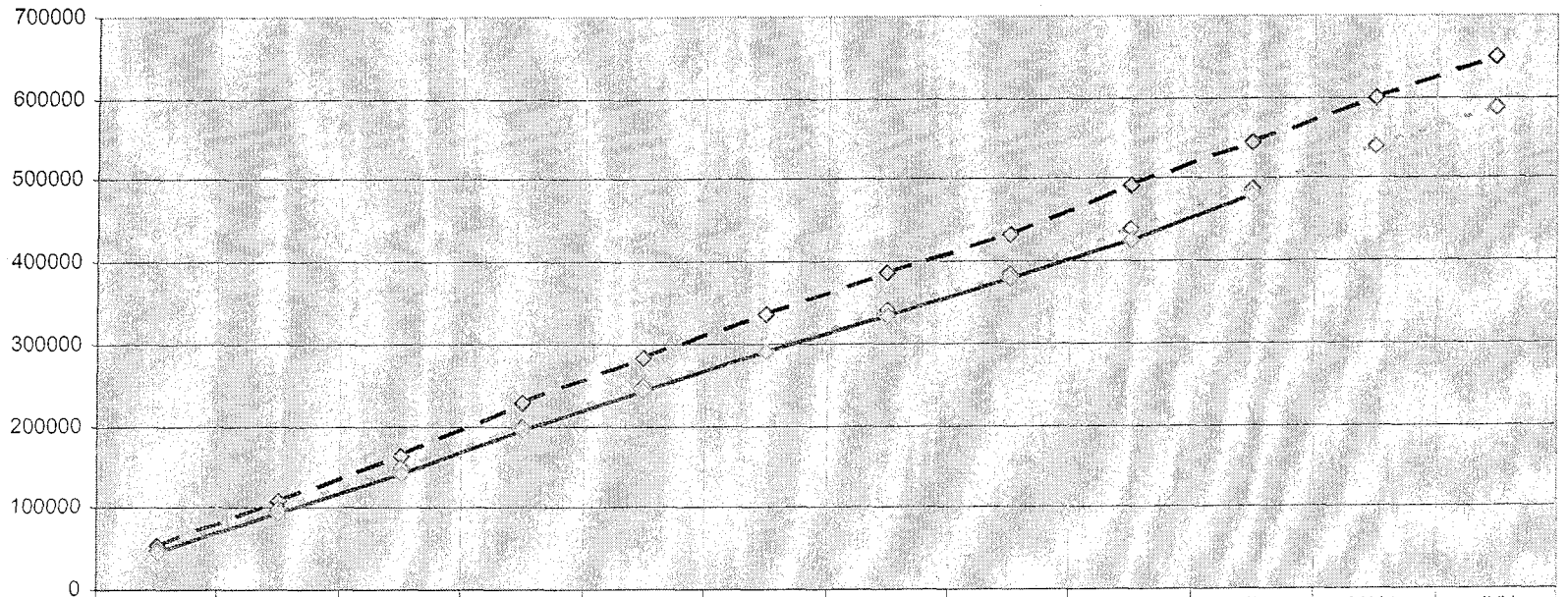
MILEAGE COMPARISON



5-5.01

Attachment C

YEAR TO DATE MILEAGE COMPARISON

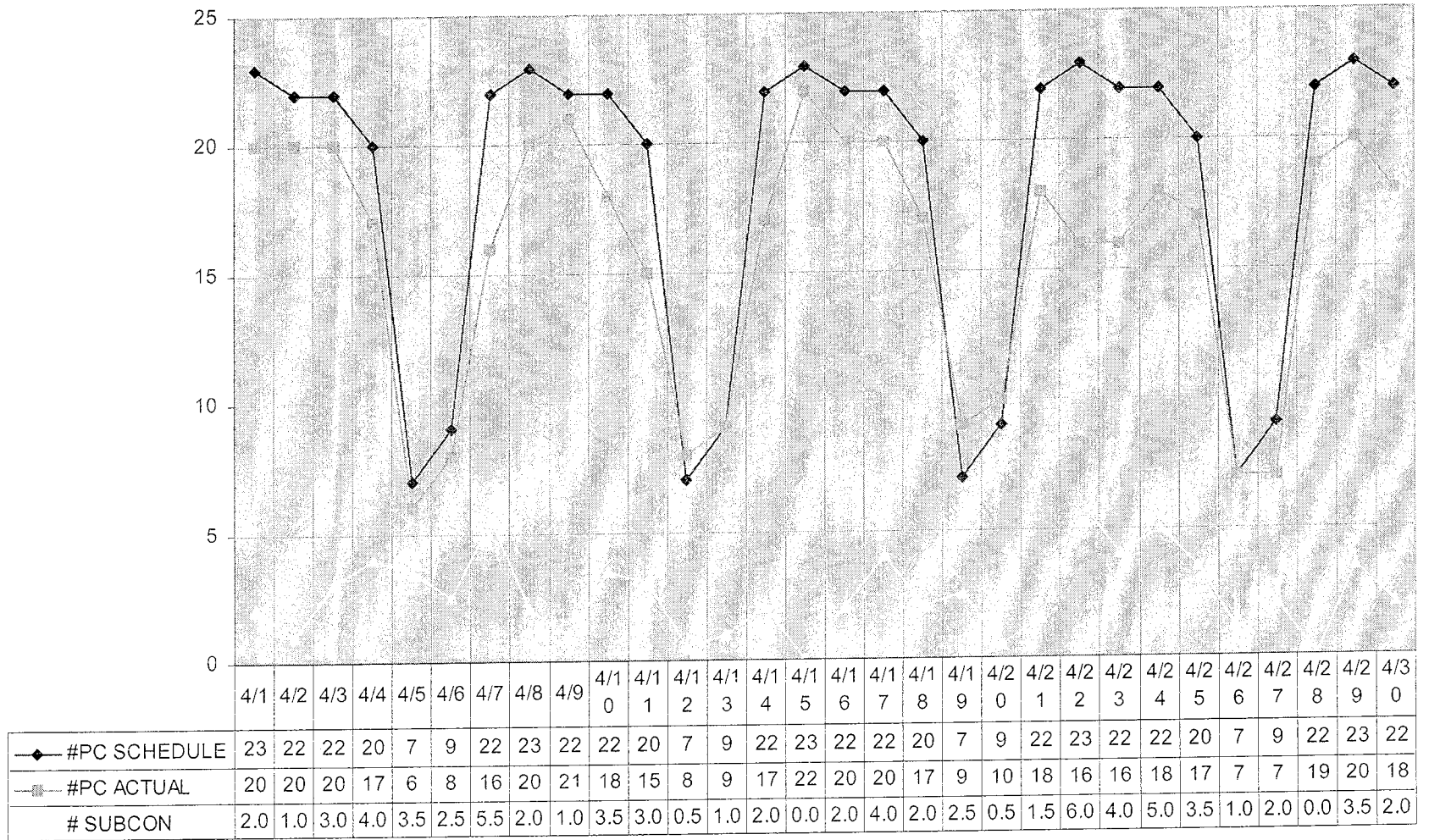


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	51744	107818	163708	227871	283072	334916	386263	432142	491524	543705	600109	650379
- -◆- - FY 06-07	47981	98213	148468	200145	248601	290429	340205	384181	437715	485704	539959	586935
—◆— FY 07-08	45123	92903	141390	195026	243212	289017	334217	378323	424761	478831		

5-5.d1

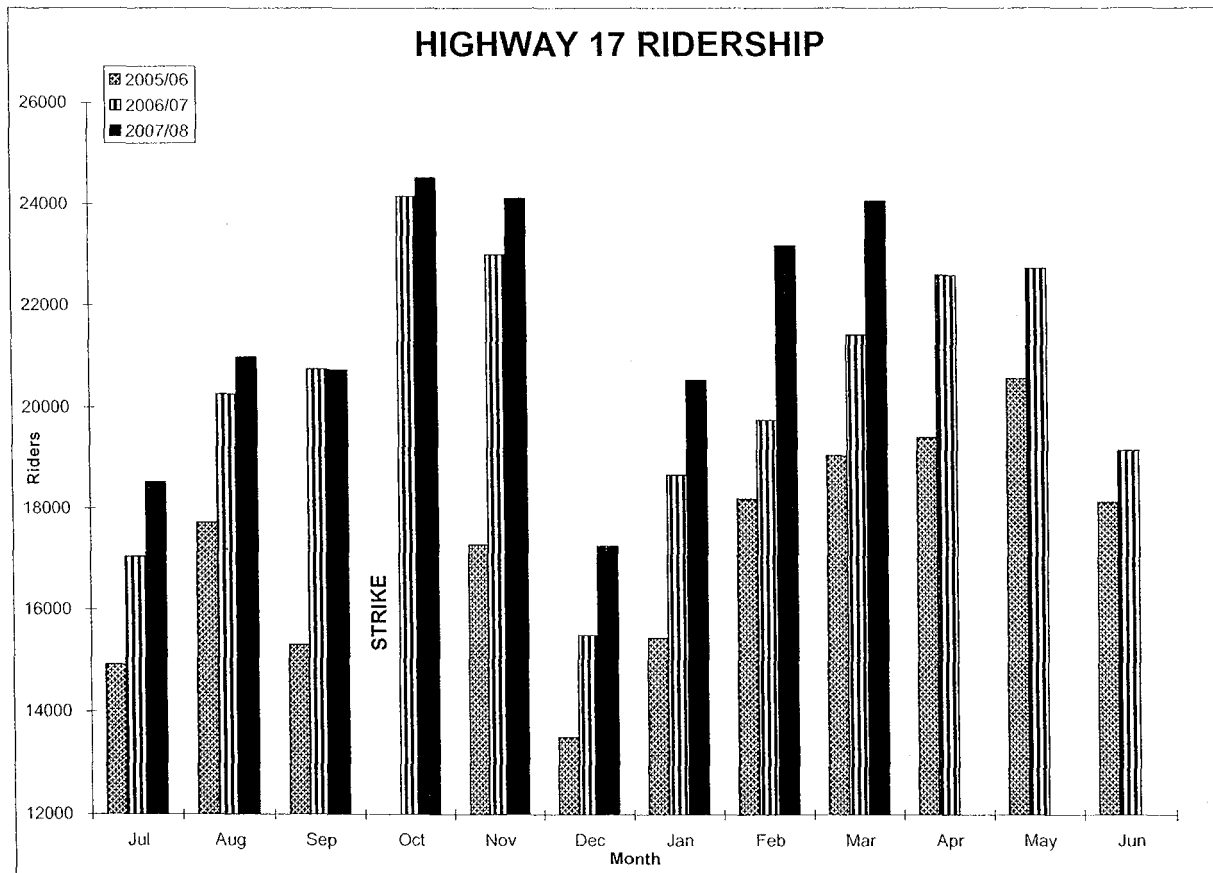
5-5.e1

### DAILY DRIVERS VS SUBCONS



# HIGHWAY 17 - MARCH 2008

	MARCH			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 145,041	\$ 139,203	4.2%	\$1,282,817	\$ 1,205,342	6.4%
Farebox	\$ 82,667	\$ 71,819	15.1%	\$ 646,062	\$ 606,000	6.6%
Operating Deficit	\$ 50,438	\$ 63,196	(20.2%)	\$ 532,409	\$ 534,237	(0.3%)
Santa Clara Subsidy	\$ 25,219	\$ 31,598	(20.2%)	\$ 266,205	\$ 267,119	(0.3%)
METRO Subsidy	\$ 25,219	\$ 31,598	(20.2%)	\$ 266,205	\$ 267,119	(0.3%)
San Jose State Subsidy	\$ 1,683	\$ 1,091	54.3%	\$ 15,207	\$ 14,340	6.0%
AMTRAK Subsidy	\$ 10,253	\$ 3,098	231.0%	\$ 89,138	\$ 50,765	75.6%
<b>STATISTICS</b>						
Passengers	24,054	21,423	12.3%	193,890	180,556	7.4%
Revenue Miles	41,271	42,343	(2.5%)	371,164	368,414	0.7%
Revenue Hours	1,548	1,588	(2.5%)	13,919	13,816	0.7%
Passengers/Day	776	691	12.3%	705	659	7.0%
Passengers/Weekday	893	819	9.1%	836	806	3.6%
Passengers/Weekend	529	378	40.0%	408	331	23.2%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 6.03	\$ 6.50	(7.2%)	\$6.62	\$6.68	(0.9%)
Revenue/Passenger	\$ 3.44	\$ 3.35	2.5%	\$3.33	\$3.36	(0.7%)
Subsidy/Passenger	\$ 2.17	\$ 3.00	(27.8%)	\$2.82	\$3.04	(7.0%)
Passengers/Mile	0.58	0.51	15.2%	0.52	0.49	6.6%
Passengers/Hour	15.54	13.49	15.2%	13.93	13.07	6.6%
Recovery Ratio	57.0%	51.6%	10.5%	50.4%	50.3%	0.2%



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** July 25, 2008

**TO:** Board of Directors

**FROM:** Margaret ~~G~~ Gallagher, District Counsel

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR AUDITING OF THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE BART CAVALLARO TRANSIT CENTER**

### I. RECOMMENDED ACTION

**Authorize the General Manager to Execute a Contract with Sue Clarke for Auditing of the external route announcements at the Cavallaro Transit Center.**

### II. SUMMARY OF ISSUES

- Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. The announcements can be made either through the use of Talking Bus Equipment or by the individual bus operators. METRO purchased Talking Bus Equipment for purposes of making the required announcements.
- Sue Clarke has been auditing the Talking Bus external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. The information contained in Ms. Clarke's audit reports is provided in the quarterly Call Stop Reports provided to the Board of Directors. Sue Clarke's contract expires on 07/31/08.
- When the Board of Directors approved Sue Clarke's last contract, it asked whether security guards at the Watsonville Transit Center could perform the external bus audits. The Manager of Operations has confirmed that they can perform the audits and they will be able to perform this function by August 1, 2008.

### III. DISCUSSION

Santa Cruz METRO is required by the Americans with Disabilities Act to make Call Stop Announcements. METRO purchased the talking bus equipment for purposes of making the required announcements. The equipment provides for internal and external announcements. The external announcements that announce the bus route for each bus are made at the Transit Centers and at the bus stops. These announcements alert potential passengers that a particular bus will be following a specific route. These announcements are critical to insure that all passengers know which bus they should board to get to their destination. METRO staff has determined that at the Transit Centers the external announcements should call out the routes four times before the bus departs from the center. The purpose of the contract with Sue Clarke is so that she can verify that the bus operators are making the required four announcements before they depart from the

Centers. This verification system will ensure that METRO is able to properly defend itself should anyone dispute that METRO is calling out the stops in compliance with the law.

Attached is the current contract for Sue Clarke, who has been auditing the required external announcements at the Watsonville Transit Center and Bart Cavallaro Transit Center since July 1, 2007. Her current contract expires on 07/31/08. If the Board of Directors approves this recommendation to continue the audits, this current contract will be used for the new contract, the only change will be in the contract period, which will be August 1, 2008 through December 31, 2008 and the limitation that she will only be responsible for the Bart Cavallaro Transit Center.

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

Ms. Clarke has been auditing 10 hours per week. She is paid at the rate of \$25.00 per hour, or \$250.00 per week. This contract would reduce those hours to 5 per week.

#### **V. ATTACHMENTS**

**Attachment A:** Current Independent Contractor Agreement

5-7.2

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of August, 2008, by and between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called METRO, and Susan Clarke, hereinafter called CONTRACTOR. The parties agree as follows:

1. METRO NEEDS:

METRO has a need for Call Stop Surveyors who will audit the METRO buses at the the Bart Cavallaro Transit Center to determine how many times those buses audited make the external route announcements before departing from the transit centers. Contractor has a desire to audit buses at these transit centers for METRO under the terms and conditions set forth herein.

2. DUTIES:

CONTRACTOR agrees to exercise special skill to accomplish the following result: **Audit External Bus Announcements at the Bart Cavallaro Transit Center and provide information to METRO re each audit and its results.**

3. COMPENSATION:

In consideration for CONTRACTOR accomplishing said result, METRO agrees to pay CONTRACTOR as follows: **\$25.00 per hour to a maximum of 5 hours per week. Contractor shall bill the District monthly setting forth the time, date, location, bus number and audit results of each bus audited and the specific times and dates that Contractor was in audit status.**

4. TERM: The term of this contract shall be effective through December 31, 2008.

5. EARLY TERMINATION:

Either party hereto may terminate this contract at any time by giving (30) days written notice to the other party.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless METRO (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the METRO. Such indemnification includes any damage to person(s), or property (ies) of CONTRACTOR and third persons.

5-7.a1



- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to METRO and METRO's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

#### 7. EQUAL EMPLOYMENT OPPORTUNITY.

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any METRO employee because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties.

#### 8. INDEPENDENT CONTRACTOR STATUS.

CONTRACTOR and METRO have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the METRO. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. METRO agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than the METRO has the right to control the manner and means of accomplishing the result contracted for.

#### SECONDARY FACTORS:

- (a) The extent of control which, by agreement, METRO may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the METRO supplies the instrumentality, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of METRO; (i) CONTRACTOR and METRO believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The METRO conducts public transportation business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

5-7.92

9. NONASSIGNMENT.

CONTRACTOR shall not assign this Agreement without prior written consent of the METRO.

10. RETENTION AND AUDIT OF RECORDS.

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by METRO, whichever comes first. CONTRACTOR hereby agrees to be subject to the examination and audit by the METRO, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. ATTACHMENTS

This Agreement includes the following attachments (identify by name or write "NONE"):

**NONE**

12. NOTICES:

Any notice, demand, request, consent approval or communication that either party desires or is required to give to the other party 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 hours from the time of mailing if mailed as provided in this Article 12.

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

CONTRACTOR:  
Susan Clarke  
325 Vista Robles Drive  
Ben Lomond, CA 95005

---

13. TIME OF THE ESSENCE:

Time is of the essence of each provision of this Agreement.

14. DRUG AND ALCOHOL POLICY

Contractor and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at any District facility, or distribute same to METRO's employees, passengers, or the general public.

5-7.a3

15. SMOKE FREE

The Centers are smoke free facilities. Contractor shall comply with State law and the City Ordinance regarding smoking. Contractor and its employees and customers shall not smoke tobacco products at the Transit Centers or while performing services under this Agreement.

16. ALL AMENDMENTS IN WRITING

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

17. NONDISCRIMINATION

Contractor 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 Agreement agreement.

18. NO CONFLICT OF INTEREST

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

19. GOVERNING LAW & COMPLIANCE WITH ALL LAWS

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

20. ATTORNEYS' FEES

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of 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.

21. AUTHORITY

Each party has full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each has been properly authorized and empowered

5-7.04

to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

METRO

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

370 Encinal Street, Ste. 100  
Santa Cruz, CA 95060  
(831) 426-6080

Address:  
\_\_\_\_\_

APPROVED AS TO FORM:

Telephone:  
\_\_\_\_\_

By: \_\_\_\_\_  
District Counsel

Federal Tax ID No:  
\_\_\_\_\_

DISTRIBUTION:  
Contractor  
Administration  
Finance  
Purchasing  
Department Manager

5-7.95

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 11, 2008  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**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

- UCSC Spring service began on March 31, 2008.
- There were twenty-two (22) school-term days for April 2008 versus twenty (20) school-term days for April 2007.
- Overall UCSC trips for April 2008 increased by 9.7% versus April 2007.
- Student trips for April 2008 increased by 9.8% versus April 2007.
- Faculty/staff trips for April 2008 increased by 7.9% versus April 2007.
- Revenue received from UCSC for April 2008 was \$344,270 versus \$272,973 for April 2007, an increase of 26.1%.

## III. DISCUSSION

Total ridership for UC service in April increased by 9.7% compared with April 2007. However, there were two more school-term days this year compared to last. Still, average ridership per day is up 8.2% compared with last April. Year-to-date UC ridership is up 3.4% through April compared with last year.

## IV. FINANCIAL CONSIDERATIONS

NONE

## V. ATTACHMENTS

- Attachment A:** UC Ridership Chart  
**Attachment B:** UC Student Billable Trips  
**Attachment C:** UCSC Faculty / Staff Billable Trips

5-8.1

### UC Ridership Chart

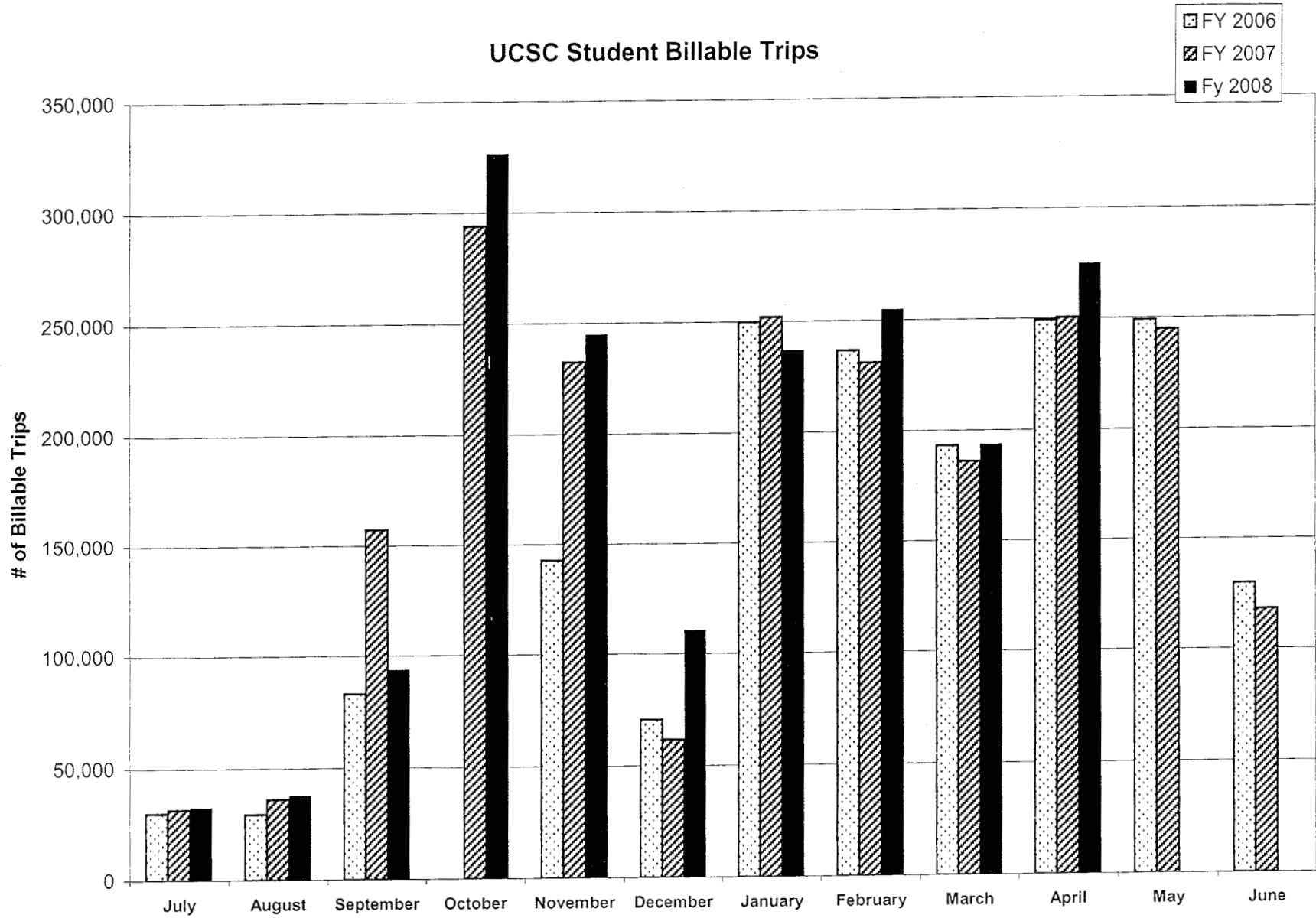
Apr-08	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Term Day			Average Faculty/Staff Ridership Per Weekday		
	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%
Regular Service	259,140	235,262	10.1%	17,960	16,718	7.4%	11,034.5	10,081.8	9.4%	764.5	723.6	5.6%
Supplemental	5,249	10,388	-49.5%	177	397	-55.4%	238.6	519.4	-54.1%	8.0	19.9	-59.5%
Night Owl	5,210	4,741	9.9%	39	29	34.5%	96.0	111.8	-14.1%	0.7	0.9	-23.8%
27x	5,252	-	n/a	330	-	n/a	238.7	-	n/a	15.0	-	n/a
<b>TOTAL</b>	<b>274,851</b>	<b>250,391</b>	<b>9.8%</b>	<b>18,506</b>	<b>17,144</b>	<b>7.9%</b>	<b>11,607.8</b>	<b>10,713.0</b>	<b>8.4%</b>	<b>788.2</b>	<b>744.4</b>	<b>5.9%</b>

5-8.a1

Attachment A

5-8.61

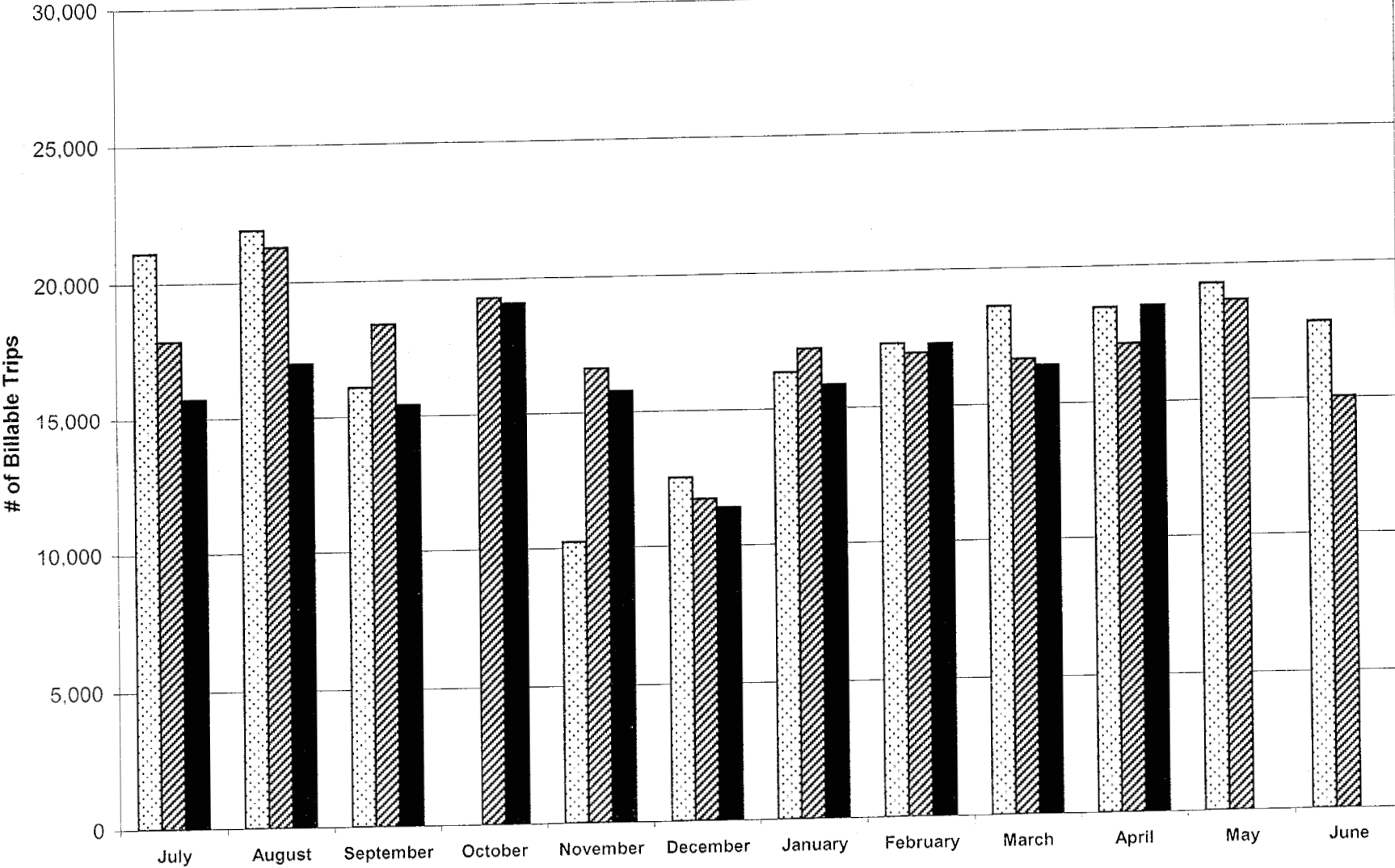
### UCSC Student Billable Trips



Attachment B

### UCSC Faculty Staff Billable Trips

FY 2006  
FY 2007  
FY 2008



5-8.01

Attachment C



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**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

- UCSC Spring service began on March 31, 2008.
- There were twenty-one (21) school-term days for May 2008 versus twenty-two (22) school-term days for May 2007.
- Overall UCSC trips for May 2008 increased by 3.4% versus May 2007.
- Student trips for May 2008 increased by 4.3% versus May 2007.
- Faculty/staff trips for May 2008 decreased by (5.9%) versus May 2007.
- Revenue received from UCSC for May 2008 was \$323,062 versus \$294,167 for May 2007, an increase of 9.8%.

## III. DISCUSSION

Of particular note for May is the increase in Night Owl ridership. Total Night Owl ridership was up 36.5% compared with May of last year. However, average ridership per day only shows an increase of 5.5%. Further analysis reveals that student ridership on the weekends was 3,853 for May 2008 vs. 2,132 for May 2007, an 80.7% increase.

## IV. FINANCIAL CONSIDERATIONS

NONE

## V. ATTACHMENTS

- Attachment A:** UC Ridership Chart  
**Attachment B:** UC Student Billable Trips  
**Attachment C:** UCSC Faculty / Staff Billable Trips

5-8.2

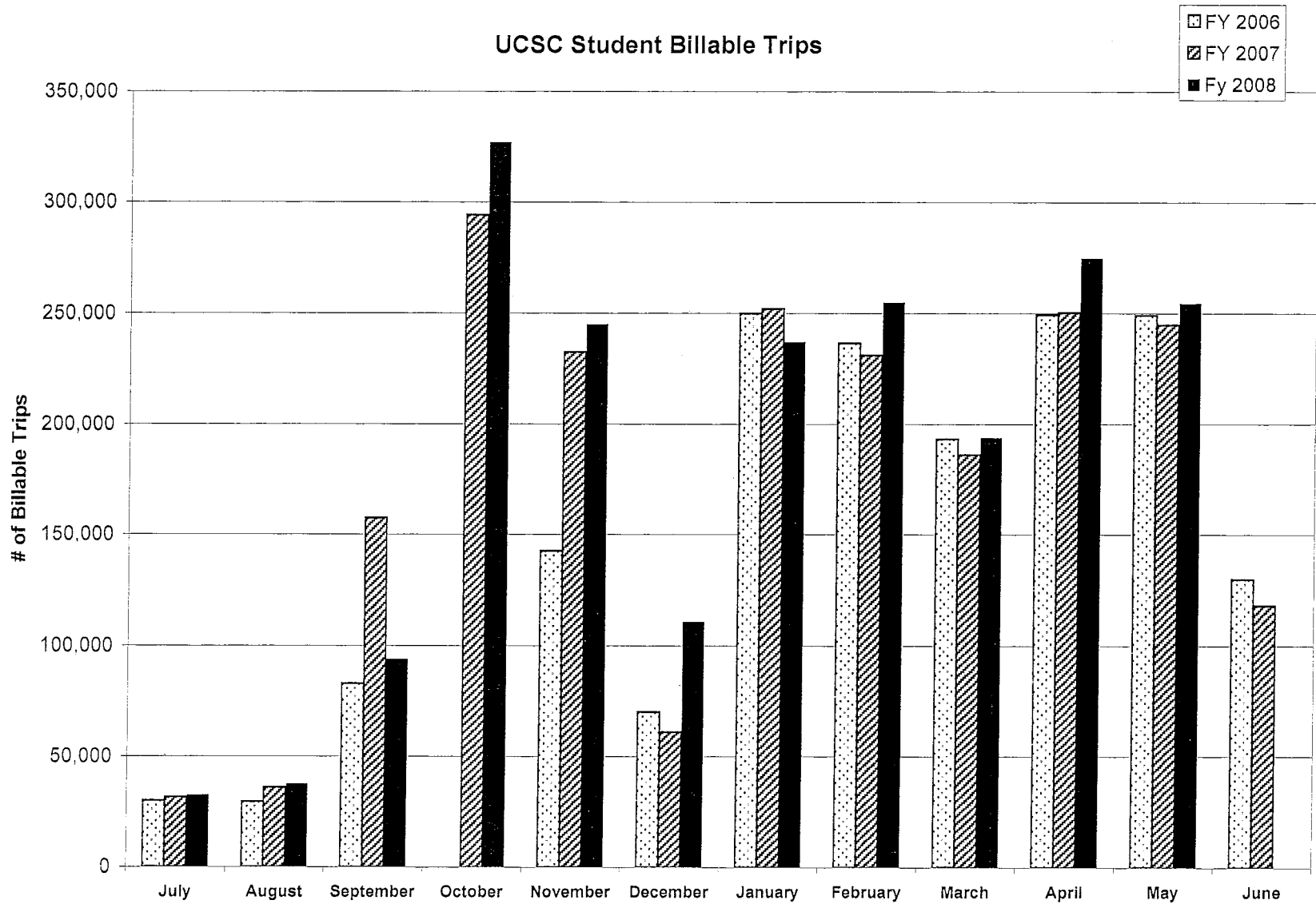
### UC Ridership Chart

May-08	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Term Day			Average Faculty/Staff Ridership Per Weekday		
	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%
Regular Service	239,448	229,221	4.5%	17,361	18,180	-4.5%	10,421.0	9,298.0	12.1%	768.6	759.0	1.3%
Supplemental	4,020	10,796	-62.8%	199	419	-52.5%	191.4	490.7	-61.0%	9.5	19.0	-50.2%
Night Owl	6,470	4,758	36.0%	100	55	81.8%	124.6	118.1	5.5%	2.5	1.3	87.8%
27x	4,337	-	n/a	321	-	n/a	206.5	-	n/a	15.3	-	n/a
<b>TOTAL</b>	<b>254,275</b>	<b>244,775</b>	<b>3.9%</b>	<b>17,981</b>	<b>18,654</b>	<b>-3.6%</b>	<b>10,943.5</b>	<b>9,906.9</b>	<b>10.5%</b>	<b>795.9</b>	<b>779.4</b>	<b>2.1%</b>

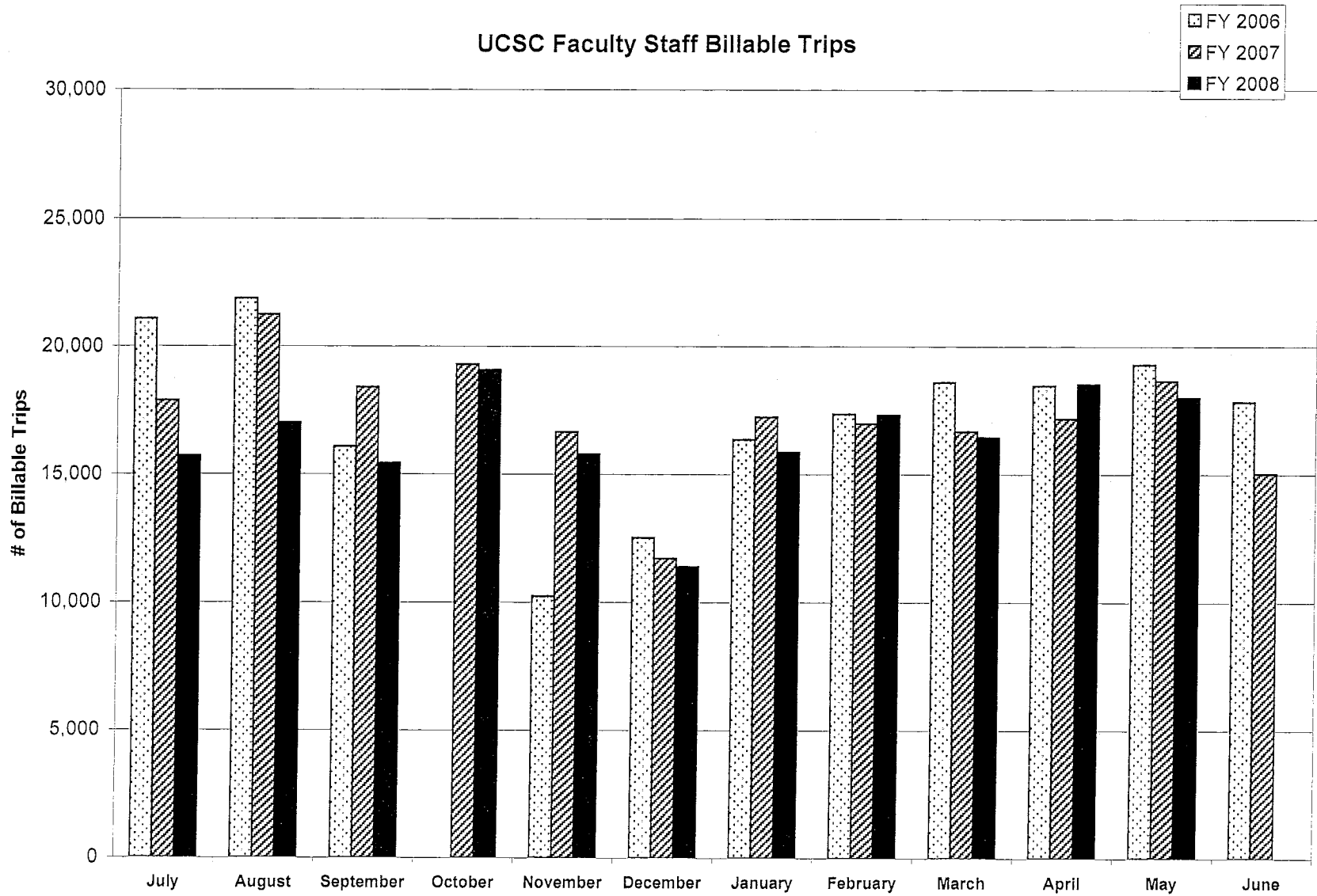
5-8.a2

Attachment A

5-8.62



### UCSC Faculty Staff Billable Trips



5-8.02

**Santa Cruz METRO  
April 2008 Ridership Report**

ROUTE	Miles	Hours	Revenue	UC Student	UC Staff Faculty	Full Cabrillo	Fare	Tickets	Cash S/D Riders	S/D Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	5,462.73	458.16	\$1,896.50	31,885	2,185	189	1,052	56	76	10	5	1,066	0	36,524	6.69	79.72	22	1,190
13	2,418.24	206.80	\$563.90	15,692	821	77	309	19	16	4	5	478	0	17,421	7.20	84.24	4	491
15	8,398.95	705.40	\$2,329.09	48,704	2,270	405	1,339	77	45	9	5	1,472	2	54,328	6.47	77.02	7	1,587
16	15,611.10	1,283.79	\$7,576.67	97,294	4,268	804	4,359	110	150	19	20	3,056	16	110,096	7.05	85.76	20	3,340
19	5,831.01	437.29	\$1,984.68	27,230	1,377	250	1,099	34	59	12	27	1,384	5	31,477	5.40	71.98	9	1,004
3	2,499.64	181.13	\$1,506.70	260	147	417	751	61	175	18	24	1,671	108	3,632	1.45	20.05	11	70
4	1,556.61	161.33	\$1,304.92	357	78	176	560	369	288	8	24	3,805	4	5,669	3.64	35.14	43	136
7	1,146.20	102.67	\$307.80	231	33	79	116	38	47	7	18	704	2	1,275	1.11	12.42	6	32
9	477.00	25.30	\$146.36	13	17	16	79	11	3	4	17	288	2	433	0.91	17.11	0	13
12A	289.61	20.90	\$92.20	781	182	3	50	15	6	0	1	18	0	1,056	3.65	50.53	0	62
20	6,191.98	412.67	\$2,218.92	23,868	1,054	618	1,201	92	130	14	11	1,578	179	28,745	4.64	69.66	9	780
27	1,546.16	132.00	\$231.00	5,252	330	16	137	4	6	0	0	88	1	5,834	3.77	44.20	1	244
31	2,344.80	120.63	\$1,253.18	75	117	111	725	40	17	15	5	1,146	2	2,253	0.96	18.68	4	89
32	786.32	46.57	\$500.35	15	3	17	304	25	6	4	0	186	0	560	0.71	12.02	8	4
33	523.53	24.15	\$185.68	0	0	2	110	6	0	2	0	129	0	249	0.48	10.31	0	1
34	293.16	18.54	\$158.81	3	0	1	90	5	0	0	0	170	0	269	0.92	14.51	0	16
35	39,020.46	1,954.84	\$27,236.64	1,288	537	2,193	14,757	809	1,191	308	172	23,466	22	44,743	1.15	22.89	88	2,052
40	2,473.88	100.39	\$1,292.58	29	4	43	712	14	50	20	11	857	1	1,741	0.70	17.34	1	58
41	3,169.26	131.66	\$1,244.83	382	84	128	723	15	22	4	1	635	28	2,022	0.64	15.36	0	204
42	3,389.62	125.67	\$734.21	197	21	93	427	14	58	1	1	395	10	1,217	0.36	9.68	6	128
53	1,224.96	86.53	\$559.66	7	5	44	272	16	81	7	7	535	0	974	0.80	11.26	23	39
54	1,932.96	112.33	\$494.78	19	3	185	251	11	31	7	5	363	0	875	0.45	7.79	10	16
55	2,966.92	201.67	\$1,402.33	17	34	1,561	672	42	156	23	25	1,795	0	4,325	1.46	21.45	119	80
56	2,316.38	102.30	\$596.79	3	6	469	286	10	34	14	1	508	0	1,331	0.57	13.01	12	17
66	6,546.55	565.37	\$10,135.30	1,323	431	812	5,325	390	752	124	61	7,522	19	16,759	2.56	29.64	146	471
68	5,057.72	414.01	\$5,904.10	1,376	287	562	3,074	226	402	95	63	5,193	41	11,319	2.24	27.34	115	308
68N	1,852.50	132.99	\$1,410.80	425	58	130	863	21	45	0	0	954	0	2,496	1.35	18.77	11	105
69	3,641.80	329.44	\$5,369.10	1,204	406	526	2,934	193	370	47	32	4,557	21	10,290	2.83	31.23	54	373
69A	14,611.79	787.23	\$17,191.38	1,301	670	902	9,541	774	1,142	124	123	9,666	13	24,256	1.66	30.81	249	847
69N	1,825.89	146.65	\$1,357.45	477	103	427	792	23	63	0	0	927	0	2,812	1.54	19.17	19	136
69W	14,254.40	796.34	\$17,820.61	1,644	577	4,526	9,871	598	1,148	166	89	10,991	33	29,643	2.08	37.22	224	989
70	3,165.91	260.33	\$2,683.98	318	127	3,341	1,450	153	208	23	17	2,744	23	8,404	2.65	32.28	43	261
71	49,495.28	2,832.64	\$53,366.86	2,530	1,709	13,227	29,726	2,389	3,487	330	238	28,383	96	82,115	1.66	28.99	454	3,697
72	5,786.09	279.77	\$3,819.24	5	30	156	1,971	127	302	50	29	1,545	0	4,215	0.73	15.07	34	69
74	3,564.09	207.17	\$3,552.48	5	19	122	1,915	141	363	11	22	967	0	3,665	1.00	17.21	33	46
75	6,586.20	397.50	\$7,383.61	13	53	262	3,997	196	614	49	48	2,468	0	7,700	1.17	19.37	82	141
76	1,681.98	88.66	\$700.21	6	12	9	339	24	68	14	7	323	0	802	0.48	9.05	9	16
79	1,726.19	100.83	\$1,778.55	3	35	129	820	84	245	24	42	900	0	2,282	1.32	22.63	77	8
88	399.24	40.01	\$14.99	6	0	1	5	1,219	3	0	0	101	0	1,335	3.34	33.37	1	0
91	5,882.24	243.74	\$3,419.57	154	197	1,288	1,862	264	116	66	32	1,938	13	5,930	1.01	24.33	11	326
UC Supp.	1,759.98	110.21	\$103.20	5,249	177	25	53	4	2	0	0	50	3	5,563	3.16	50.48	0	135
Night Owl	1,721.26	142.08	\$604.99	5,210	39	46	358	1	5	0	0	98	0	5,757	3.34	40.52	0	192
<b>TOTAL</b>	<b>241,430.58</b>	<b>15,027.69</b>	<b>\$192,435.00</b>	<b>274,851</b>	<b>18,506</b>	<b>34,388</b>	<b>105,277</b>	<b>8,720</b>	<b>11,982</b>	<b>1,633</b>	<b>1,171</b>	<b>125,120</b>	<b>644</b>	<b>582,292</b>	<b>2.41</b>	<b>38.75</b>	<b>1,965</b>	<b>19,775</b>
ROUTE	REVENUE	VTA/SC Day Pass	ECO CalTrain Pass	Full Fare	Tickets	S/D Riders	17 Day Pass	Passes/ Free Rides	METRO RIDERSHIP	Passengers Per Mile	Passengers Per Hour	W/C	Bike					
17	44,887.44	1,459.11	\$52,701.01	50	62	288	10,548	1,088	1,431	128	12,565	12,565	26,160	0.58	17.93	83	1,448	

591

April Ridership	608,452
April Revenue	\$245,136

**Santa Cruz METRO  
April 2007 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Passes/	
			Student	Faculty	Day Pass	Riders	W/C	Day Pass	Cabrillo	Bike	Free Rides	
10	\$ 1,848.48	32,724	28,337	1,893	5	74	22	3	112	816	1,174	
13	\$ 644.67	16,238	14,690	737	4	8	-	-	54	269	369	
15	\$ 2,372.43	46,288	41,065	2,192	18	70	14	7	208	1,222	1,315	
16	\$ 7,194.76	102,559	90,352	4,178	49	161	11	13	543	2,780	3,056	
19	\$ 2,193.60	30,945	26,751	1,329	13	92	7	16	158	793	1,303	
3B	\$ 1,521.24	3,080	407	172	36	88	18	18	197	72	1,305	
4	\$ 1,114.83	4,178	223	36	5	224	83	29	89	64	2,869	
7	\$ 567.83	1,441	79	32	1	65	9	28	100	17	848	
9	\$ 213.48	403	15	26	6	13	1	2	9	2	220	
12A	\$ 54.87	955	761	127	1	2	-	-	7	47	28	
20	\$ 2,589.90	24,493	19,962	1,015	18	129	8	8	218	707	1,504	
31	\$ 1,231.58	1,644	71	36	14	16	2	13	54	89	718	
32	\$ 282.97	336	16	3	-	-	-	1	6	18	126	
33	\$ 247.04	852	4	-	2	1	-	-	-	-	419	
34	\$ 290.81	365	1	-	-	-	-	-	2	4	173	
35	\$ 25,916.06	38,831	1,187	485	273	1,087	31	198	1,315	1,447	19,348	
40	\$ 1,402.13	1,588	30	22	19	34	1	6	40	70	632	
41	\$ 983.26	1,495	201	88	10	19	-	-	64	150	487	
42	\$ 869.26	1,211	165	48	6	36	7	4	50	172	381	
53	\$ 495.39	841	5	18	5	86	17	9	32	24	436	
54	\$ 417.17	813	11	11	1	40	8	5	114	21	400	
55	\$ 1,384.46	3,449	27	23	19	138	43	19	1,132	79	1,381	
56	\$ 455.51	1,159	14	3	5	32	52	6	255	25	602	
66	\$ 10,634.29	17,074	2,027	479	148	666	100	91	586	390	6,969	
68	\$ 5,816.94	10,494	1,594	377	80	356	62	53	321	209	4,444	
68N	\$ 1,553.76	2,558	445	82	1	57	3	-	93	92	933	
69	\$ 5,755.57	9,908	1,083	393	50	322	72	36	335	322	4,248	
69A	\$ 17,928.65	24,103	1,289	623	184	1,054	196	105	681	739	9,394	
69N	\$ 1,567.98	2,985	469	117	2	55	30	-	292	139	1,063	
69W	\$ 17,117.77	25,517	1,630	544	165	940	206	117	2,722	783	9,291	
70	\$ 1,878.28	5,407	242	77	18	129	30	13	2,010	217	1,806	
71	\$ 51,595.29	71,362	2,416	1,251	377	3,323	337	322	7,865	3,037	25,193	
72	\$ 3,395.27	3,822	21	26	24	200	18	36	145	78	1,422	
74	\$ 2,810.38	2,879	16	18	19	187	16	4	66	34	886	
75	\$ 6,449.75	7,258	22	73	67	491	46	37	211	111	2,635	
76	\$ 755.88	817	8	8	16	83	4	7	1	17	305	
79	\$ 1,528.42	1,924	8	16	33	139	65	53	130	16	809	
88	\$ 12.25	1,598	7	1	-	2	-	1	-	-	233	
91	\$ 3,383.37	5,102	99	164	61	110	10	10	699	271	1,813	
UC Supplemental	\$ 517.65	11,393	10,388	397	-	15	-	-	33	229	253	
Unknown	\$ 163.22	262	33	-	1	5	2	1	10	6	117	
<b>TOTAL</b>	<b>\$ 187,156.45</b>	<b>520,151</b>	<b>246,171</b>	<b>17,120</b>	<b>1,756</b>	<b>10,549</b>	<b>1,531</b>	<b>1,271</b>	<b>20,959</b>	<b>15,578</b>	<b>110,908</b>	

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 46,506.07	22,592	20	69	118	1,325	38	6,178	173	1,284	10,662

RIDERSHIP	
Night Owl	4,593
	-
<b>TOTAL</b>	<b>4,593</b>

<b>April Ridership</b>	<b>547,336</b>
<b>April Revenue</b>	<b>\$ 234,086.31</b>

**5-9.2**

BUS OPERATOR LIFT TEST \*PULL-OUT\*

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

5-9.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## PASSENGER LIFT PROBLEMS

MONTH OF APRIL 2008

BUS #	DATE	DAY	REASON
2208CG	18-Apr	Friday	Kneel beeper doesn't work
2208CG	21-Apr	Monday	Kneel does not beep when being raised
2218CN	3-Apr	Wednesday	Lift won't deploy by itself
2220CN	15-Apr	Tuesday	No power to wheelchair ramp
2224CG	23-Apr	Wednesday	Kneel light flickers when bus is in kneel. Doesn't affect function of bus.
8079F	3-Apr	Wednesday	Kneel does not stay down
8079F	8-Apr	Tuesday	When you use kneel you loose around 35 pds air buzzer goes on at 100 psi all the time
8103F	14-Apr	Monday	Lift will go out but not up or down. Will stow but hard to get it to go up or down to receive passenger.
8103F	14-Apr	Monday	lift gets stuck although it does work
9832LF	1-Apr	Tuesday	Kneel not operating
9833G	21-Apr	Monday	Kneel not working. Lift not working.
9835G	17-Apr	Thursday	Passenger lift was extended and jammed

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

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

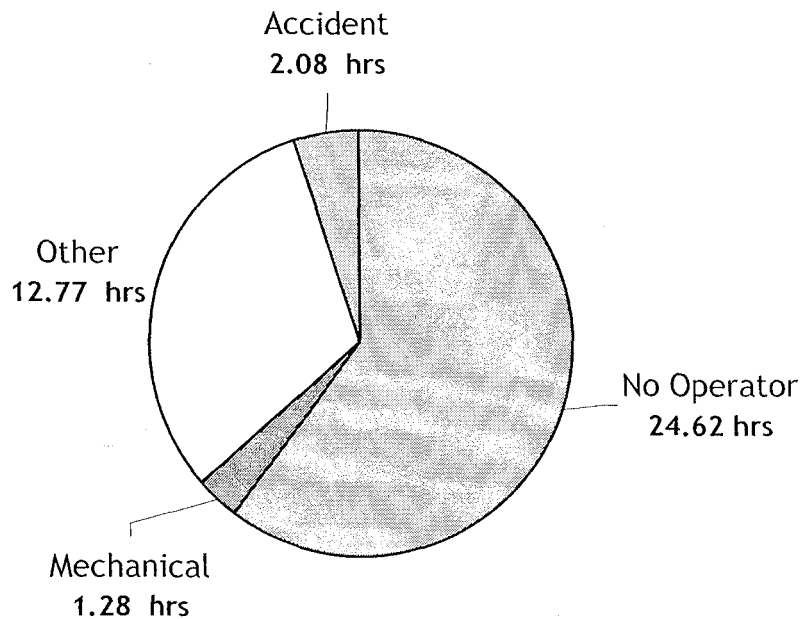
5-9.4



### Dropped Service for FY 2008

	FY 2005/06		FY 2006/07		FY 2007/08	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	0	0	5.00	96.88	5.53	90.97
August	213.92	3,575.86	15.02	276.46	4.93	110.45
September	140.97	2,336.50	11.30	160.72	9.00	191.05
October	STRIKE	STRIKE	37.52	540.19	9.52	122.24
November	113.77	1,780.56	37.55	477.48	3.32	45.89
December	95.61	1,659.66	6.08	143.84	18.97	241.87
January	16.52	286.31	12.24	188.23	49.20	453.86
February	39.22	579.38	13.07	88.59	53.53	717.31
March	21.38	380.68	7.13	133.30	22.50	315.63
April	62.57	986.08	4.85	43.67	40.75	586.55
May	33.47	551.00	16.00	241.42		
June	20.20	267.47	62.19	802.29		
<b>TOTAL</b>	<b>757.62</b>	<b>12,403.50</b>	<b>227.95</b>	<b>3,193.06</b>	<b>217.25</b>	<b>2,875.82</b>

#### Dropped Service Breakdown for April 2008



5-9.5

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Frank L. Cheng, Project Manager  
**SUBJECT:** CONSIDERATION OF METROBASE STATUS REPORT

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Service Building
  - Attached images
- Maintenance Building
  - West Bay Builders continuing site work on 120 Golf Club Drive property.
  - Preparations for site pavement and painting exterior walls are commencing.
- Operations Building
  - On June 27, 2008, Board of Directors approved re-package, re-bid, and construction administration for RNL Design, and construction administration for Harris&Associates.
  - Slow-fill CNG has been removed.

## III. DISCUSSION

METRO is fully using the Service & Fueling Building. Attached to this staff report are some pictures displaying the Service & Fueling Building as well as the current pictures of the Maintenance Building.

West Bay Builders is continuing site work on 120 Golf Club Drive. Preparations for site pavement and painting exterior walls are commencing. West Bay is coordinating with RNL Design with specifications.

On June 27, 2008, Board of Directors approved re-package, re-bid, and construction administration for RNL Design. This work is for the Operations Building Component of the MetroBase Project. Construction administration for Harris & Associates was approved to oversee the Operations Building work. With the operational Service & Fueling Building, the slow-fill CNG station has been removed. This location is inside the footprint for the new Operations Building. The slow-fill CNG equipment was removed by Monterey Peninsula Unified School District as they will be able to re-use the equipment.

5-10.1

Information for the MetroBase Project can be viewed at <http://www.scmtd.com/metrobase>  
Information on the project, contact information, and MetroBase Hotline number (831) 621-9568  
can be viewed on the website.

New updates on the MetroBase Project:

- West Bay Builders continuing site work on 120 Golf Club Drive property.  
Preparation of site concrete and exterior wall painting.
- Approval of re-package, re-bid and construction administration with RNL Design for  
the Operations Building
- Approval of construction administration and specialty inspections for Harris &  
Associates for the Operations Building.
- Slow-fill CNG removal.

Previous information regarding the MetroBase Project:

A. Maintenance Building (IFB 06-01)

- West Bay preparation on site concrete and exterior wall painting.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for  
\$15,195,000.
- Weekly Construction Meetings.

#### IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling, and Maintenance Building Components of  
the MetroBase Project are available within the funds the METRO has secured for the Project.

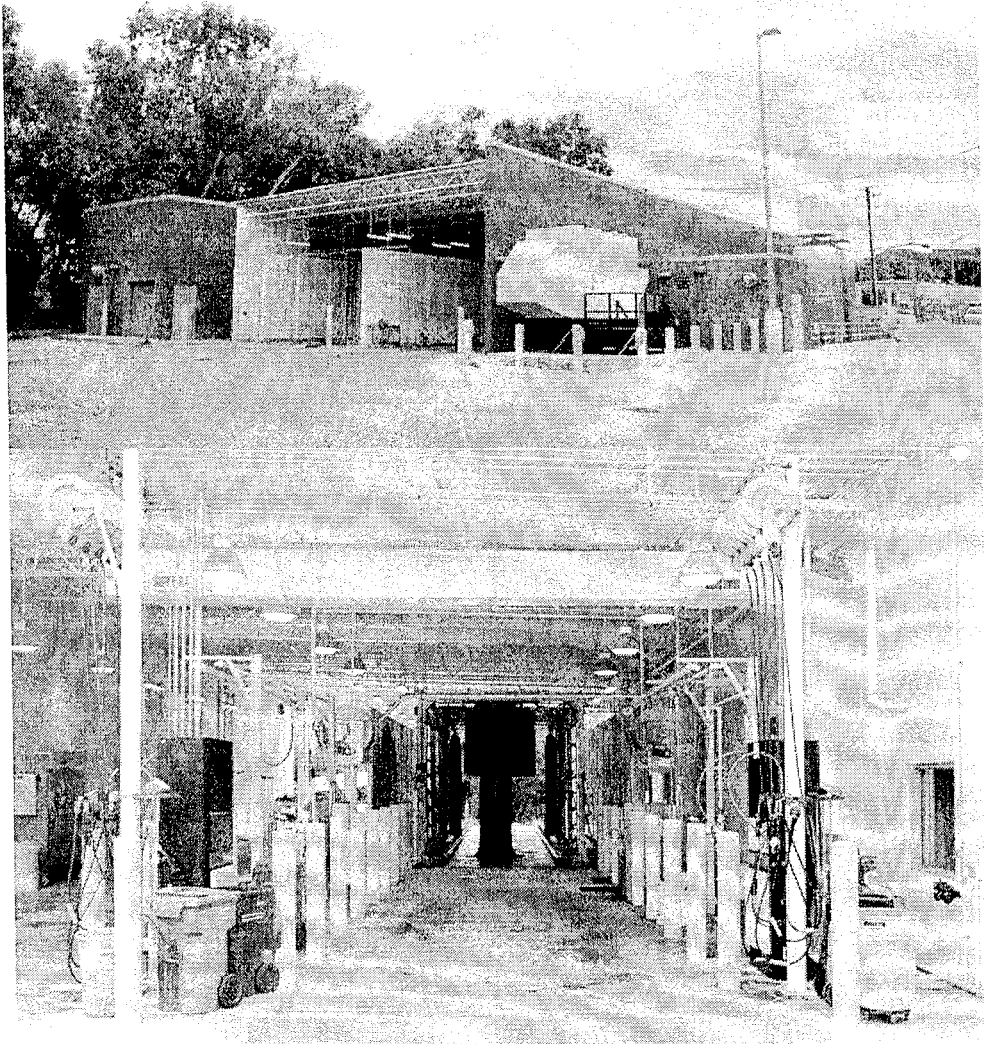
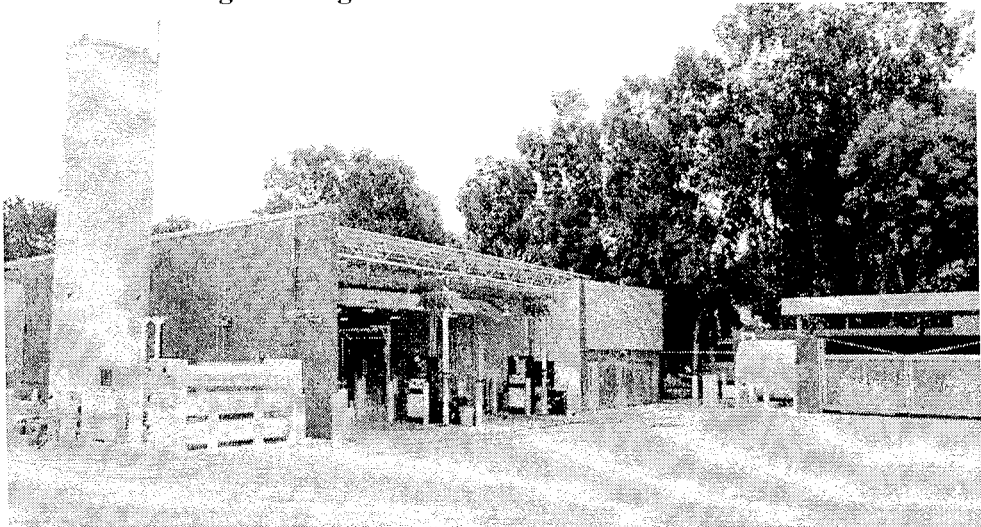
#### V. ATTACHMENTS

**Attachment A: Service & Fueling Building Images**

**Attachment B: Maintenance Building Images**

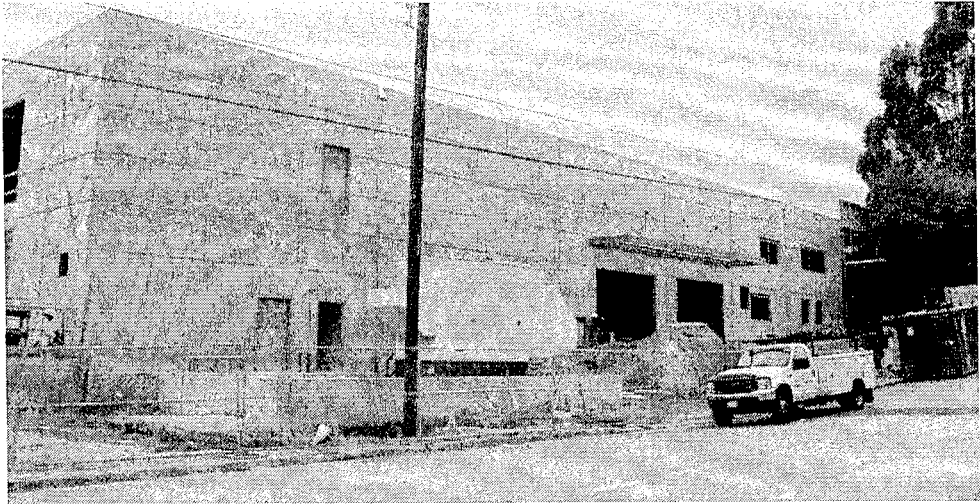
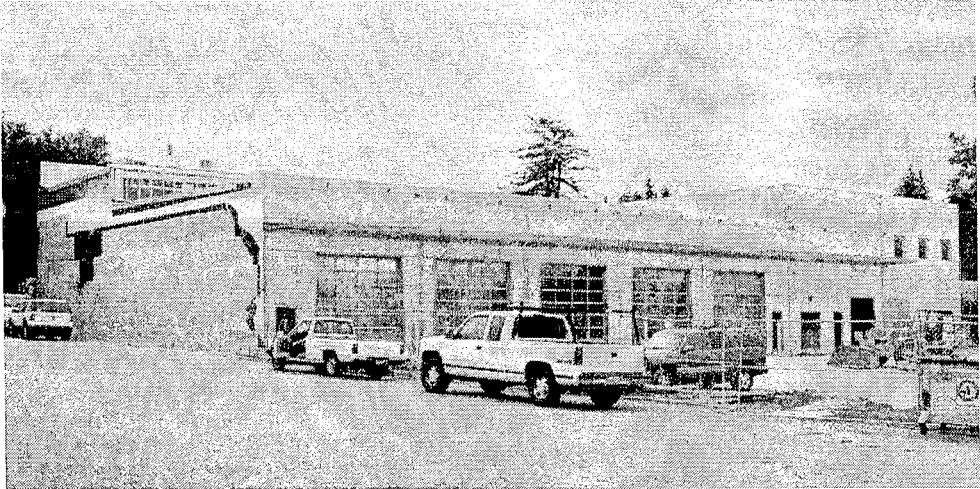
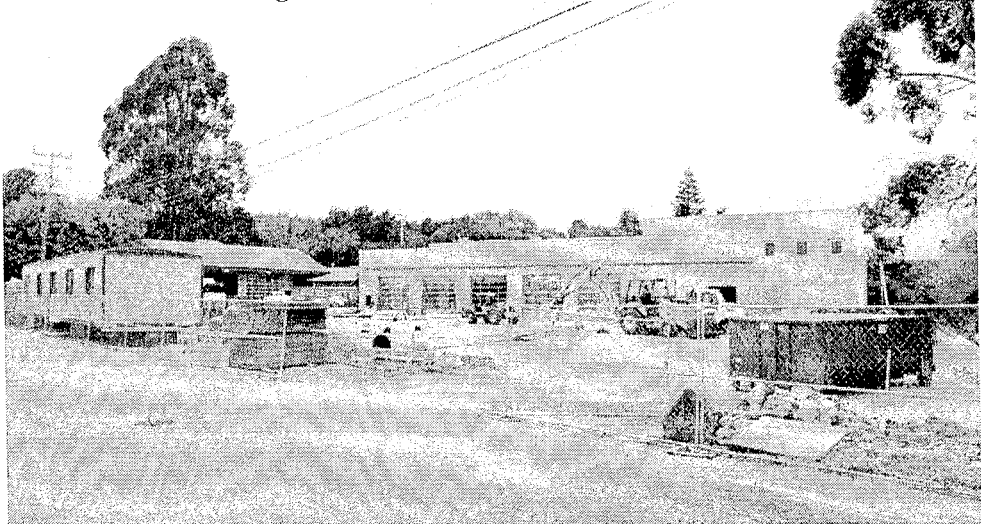
5-10-2

Service & Fueling Building



5-10.a1

Maintenance Building



5-10.61

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Human Resources Manager  
**SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
EMPLOYEE RECOGNITION**

**TEN YEARS**

Serafin G. Ruiz, Bus Operator  
Sandra C. Lipperd, Bus Operator

**FIFTEEN YEARS**

None

**TWENTY YEARS**

Russell B. Thomas, Fleet Maintenance Mechanic II

**TWENTY-FIVE YEARS**

None

**THIRTY YEARS**

None

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
BONNIE J. WILSON AS ADMINISTRATIVE ASSISTANT/SUPERVISOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Bonnie J. Wilson to serve in the position of Administrative Assistant/Supervisor, and

**WHEREAS**, Bonnie J. Wilson served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of June 3, 1991 to June 30, 2008, and

**WHEREAS**, Bonnie J. Wilson provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Bonnie J. Wilson served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Bonnie J. Wilson resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Bonnie J. Wilson's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Bonnie J. Wilson.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Administrative Assistant/Supervisor, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Bonnie J. Wilson for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Bonnie J. Wilson, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

7.1



**PASSED AND ADOPTED** this 25th day of July 2008 by the following vote:

**AYES: Directors -**

**NOES: Directors -**

**ABSTAIN: Directors -**

**ABSENT: Directors -**

**APPROVED** \_\_\_\_\_

JAN BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

7.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Manager of Operations  
**SUBJECT:** METRO ADVISORY COMMITTEE RECOMMENDATION  
PROHIBITING BICYCLES INSIDE HIGHWAY 17 EXPRESS BUSES

## I. RECOMMENDED ACTION

**That the Board of Directors consider the METRO Advisory Committee (MAC) recommendation to revise current METRO policy to prohibit full-sized bicycles inside Highway 17 Express buses after September 2008, and that the Board of Directors hold a Public Hearing on the proposed policy change should they wish to make any changes in the existing policy.**

## II. SUMMARY OF ISSUES

- Highway 17 Express service has experienced significant ridership growth
- Weekday and weekend schedules are reported as having fully seated and standing capacities on several trips
- Presence of bicycles has increased on Highway 17 service exceeding externally mounted three position bicycle rack carrying capacity
- Bicycles are currently allowed inside Highway 17 buses when external capacity is reached in accordance with present policy
- The METRO Advisory Committee is recommending revision to current METRO policy on bicycles allowed inside Highway 17 buses

## III. DISCUSSION

At the April 16, 2008 MAC meeting a customer service report was presented to the committee referencing a complaint submitted by a Highway 17 passenger expressing concern that he, and several other passengers, were required to stand the entire trip from Santa Cruz to San Jose (see Attachment A).

The report cited that the presence of bicycles inside the bus prohibited the use by passengers of forward and side facing seats in the area designated for Seniors and Disabled riders. Had the bicycles not been inside the bus the seat would have accommodated three additional passengers.

Metro has been allowing the inclusion of up to two (2) bicycles inside specific bus routes for several years on a space available basis whenever bicycle rack carrying capacity is reached. The

reasons for these routes (40, 41, & 42) to allow bicycles inside the bus are due to schedule infrequency, and extreme rural destinations. For the Highway 17 Express, when the service was initially introduced the considerations were distance of travel, the two position bicycle racks, and the availability of seating.

With the incorporation of AMTRAK and other societal and environmental considerations, Hwy 17 service has experienced significant increases in ridership resulting in full seated and standing capacity on a more frequent basis. For every two (2) bicycles brought on board a Highway 17 Express bus, three passenger seats are rendered unusable on ORION series buses.

Current METRO policy on bicycles, as established by the Board of Directors is as noted in METRO's Headways publication, page 8, Bike Rack Overloads on Routes 40, 41, 42, and Highway 17 Express states as follows:

**“Individuals may board bicycles inside Highway 17 coaches at Diridon Station southbound and Cavallaro Station northbound on a space-available basis. Highway 17 Express riders are encouraged to explore the use of Ecology Action folding Bikes in Buses Incentive Program which provides \$200 incentives towards a folding bike and saves riders up to \$70 on two monthly passes. Information available at <http://ecoact.org>.”**

Highway 17 Express service departing from Santa Cruz Pacific Station Metro Center to San Jose, has six (6) weekday, and two (2) weekend northbound schedules, that do not stop at the Cavallaro Transit Center in Scotts Valley (see Headways Attachment B, column C).

After discussions on this issue at the April MAC meeting, a vote was taken by the committee to recommend that the METRO Board of Directors consider revising METRO's current policy to prohibit full-sized bicycles inside Highway 17 Express buses after September 2008. Should the METRO Board of Directors wish to consider such a change in policy, it is recommended that the Board hold a public hearing on the proposed policy Change.

Subsequent to the June 25, 2008 Board of Directors meeting two letters have been received by METRO Administration from bicycle riders referencing the MAC recommendation submitted to the Board of Directors. Both letters reference the need for bicycles to be allowed inside the Highway 17 Express buses when bicycle rack capacity is reached (see Items #2-a and #2-b on today's agenda).

Upon further investigation of this incident, it was discovered that two bicycles were boarded inside the Hwy 17 bus at the Pacific Station Transit Center contrary to METRO policy, prompting the initial passengers concern. Corrective measures have been implemented ensuring that current policy is adhered to.

**IV. FINANCIAL CONSIDERATIONS**

THERE ARE NO FINANCIAL CONSIDERATIONS AT THIS TIME

**V. ATTACHMENTS**

- Attachment A:** Customer Service Report 3/5/08  
**Attachment B:** Hwy 17 Northbound Schedule  
**Attachment C:** Hwy 17 Southbound Schedule

Date: Sat, 8 Mar 2008 15:56:41 -0800 (PST)  
From: [REDACTED]  
To: info@scmtd.com  
Subject: Customer Service Report  
Cc: mdorfman@scmtd.com, lwhite@scmtd.com, caguirre@scmtd.com, mferrick@scmtd.com

Attachment **A**

CUSTOMER SERVICE REPORT FORM

This Report is for a: Complaint

=====  
Date of the Incident: 3/5/08 Time of the Incident: 9:20 AM/PM:

Route Number: Route Name: 17 express

Location: Scotts Valley Transit

Bus Number: 2303 Direction: Outbound

Employee Name/Number:  
=====

Comments: Bicycles in full bus forced me and 3 or 4 other riders to stand the entire way to San Jose. I would hope that the bus is for people, not bicycles. \*This is an ongoing problem.\*

I am suggesting that you send me a month bus pass for the Highway 17 express for the month April (or May) as "punative damages."

Thanks for remedying this problem.

=====  
Name: [REDACTED]  
Address: [REDACTED]  
City: Aptos State: CA Zip: [REDACTED]  
Phone: [REDACTED]  
E-Mail: [REDACTED]

8.a1





Highway 17 Express - Amtrak Thruway

Attachment C

Downtown San Jose to Scotts Valley and Santa Cruz

Train Connections				San Jose	Scotts Valley	Santa Cruz		
ACE Arrives	Amtrak San Joaquin Arrives	CALTRAIN Arrives	Amtrak Capitol Corridor Arrives	San Fernando & 7th	San Jose Diridon Station	Cavallaro Transit Center	Metro Center (Pacific Station)	Soquel Park & Ride (Hwy 1 & Soquel Dr.)
			E	D	C	B	A	

Weekdays Southbound								
a 6:30		6:56		● 5:55	6:02	6:40	6:55	
		7:23	7:35	● 6:55	7:02	7:42	8:02	
a 7:50		8:13		● 7:40	7:47	8:27	8:47	
a 8:50		8:53	8:55	● 8:10	8:20	9:00	9:20	
		10:05	10:10	8:55	9:05	9:45	10:05	
a 11:40		12:01		10:10	10:20	11:00	11:20	
		1:00		12:00	12:10	12:50	1:10	
	1:15	1:30	1:15	1:15	1:25	2:05	2:25	
		3:00		1:40	1:50	2:30	2:50	
		3:38	3:45	3:00	3:10	3:50	4:10	
		4:00		◆ 3:15	3:25	4:05		4:35
		4:25		3:35	3:45	4:30	4:55	
		4:30		4:00	4:10	4:55	5:20	
		4:50		◆ 4:15	4:25	5:10		5:40
	4:25	4:30		4:40	4:50	5:35	6:05	
		5:00		◆ 4:55	5:05	5:50		6:15
		5:06		★ 5:15	5:25	6:10	6:30	6:45
		5:32		5:35	5:45	6:30	6:50	
		6:31		★ 6:10	6:20	7:05	7:25	7:40
		6:32		6:30	6:40	7:20	7:40	
		6:56	6:40	6:55	7:05	7:43	8:03	
	7:25	7:32		7:35	7:45	8:23	8:38	
		8:32		8:10	8:20	8:58	9:13	
		8:51	8:55	9:05	9:15	9:53	10:08	
	8:45	8:55		10:30	10:37	11:15	11:30	

Saturday, Sunday and Holidays Southbound								
		9:36	8:45		7:40		8:30	
		10:05	10:45		9:45	10:30	10:50	
		12:36			11:00	11:45	12:05	
		1:15	1:25		12:45	1:30	1:50	
		2:36	3:15		1:55	2:40	3:00	
		4:36			3:25	4:10	4:30	
		5:36	5:20		4:45		5:35	
		6:36	6:45		5:45	6:30	6:50	
	7:25	7:36			6:55		7:45	
		8:36	8:45		7:45	8:30	8:50	
		9:36			8:55	9:40	10:00	
	9:45	10:36			10:40	11:20	11:40	

**Service Notes:** All arrival times after Cavallaro Transit Center in Scotts Valley are approximate due to varying traffic conditions. Due to the Highway 1 Construction Project, there may be traffic delays that impact the Soquel Park & Ride trips. Some buses may hold up to 15 minutes for late Amtrak connections. We apologize for any inconvenience. **Weekend Service does not serve downtown San Jose.**

- a - Ace Train Connection
- - Serves Scotts Valley Drive
- ◆ - Serves Soquel Park & Ride directly
- ★ - Serves Soquel Park & Ride after serving Metro Center.

**Holidays:** Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and New Year's Day.

8.c1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION OF ADOPTING AN ANNUAL DBE PARTICIPATION RATE OF 1.32% FOR FEDERALLY FUNDED PROCUREMENTS IN FY2009.**

## I. RECOMMENDED ACTION

**Adopt an annual DBE participation rate of 1.32% for Fiscal Year 2009.**

## II. SUMMARY OF ISSUES

- The Department of Transportation requires the District to have a Disadvantaged Business Enterprise (DBE) Program and to set an annual goal to ensure that small, minority- and women-owned businesses are not discriminated against in District procurements.
- Code of Federal Regulations Title 49, Part 26 (49 CFR 26) prescribes the annual DBE goal calculation method.
- The proposed FY 2009 goal establishes an adjusted DBE participation rate of 1.33% for METRO procurements.
- The District will accept public comments on the proposed goal until September 15, 2007.

## III. DISCUSSION

In 1983, the United States Congress enacted the first Disadvantaged Business Enterprise statutes to end discrimination contract awards funded with Federal assistance. As required by the Department of Transportation since then, the Santa Cruz Metropolitan Transit District annually establishes a goal and tracks DBE participation in its own procurement activities. The intent of the goal is to attain the same rate of participation by small, minority and women-owned business in procurements which could be expected in the absence of discrimination.

The Code of Federal Regulations (49 CFR 26) prescribes the method for calculating the annual goal for DBE participation. Both the US Bureau of Census and the California Department of Transportation's Unified Certification Program maintain extremely specific and uniform data on business activity and ownership by county. Both data sources use the North American Industry Classification System (NAIC), which categorizes business activities into hundreds of six-digit



classification codes. Caltrans also uses the NAIC in its DBE Vendor Directory, enabling METRO staff to accurately calculate a DBE goal conforming to a preferred method.

METRO staff used the base DBE participation rate indicated using the October, 2007 DBE Vendor Directory. Caltrans' DBE vendor directory yielded a base rate of 0.97% for overall DBE participation from within the 14-county area which furnishes most of METRO's vendors. Because of large construction procurements for MetroBase and Pacific Station, contractors and subcontractors may be drawn from outside the typical market area. To accommodate this wider appeal, staff increased the rate of DBE participation in construction activities from 1.17%, the portion of DBE vendors in the METRO market area, to 1.54%, the portion of DBE vendors in construction statewide. Similarly, the rates for Wholesale and Business Services procurement were increased to the statewide rates. These adjustments increased the overall DBE goal from 0.97% to 1.32%.

In July, 2007, The Federal Transit Administration conducted a triennial review of METRO's federal program administration and found METRO's DBE program to comply with the federal requirements.

In April, 2006, the Ninth Circuit Court of Appeals ruled that absent evidence of specific racial discrimination in contract awards, procurements could no longer specify contract-specific, or "race-conscious" goals for contracts. The California Department of Transportation on May 1, 2006, instituted a "race-neutral" DBE program, and Santa Cruz METRO will continue to implement a race-neutral DBE program in accordance with guidance from Caltrans.

The District will accept public input for 45 days after announcing the new goal. Public comments and the District's response will be included in the annual goal statement submitted to the Federal Transit Administration for ultimate approval. Staff will accept comments through September 15, 2008.

The attached *Annual DBE Program Goal Fiscal Year 2009* contains the methodology for setting the DBE participation rate at 1.32%. Adopting the goal commits the District's procurement efforts to attain a DBE participation rate of 1.32% for the Federal Fiscal Year beginning October 1, 2008.

### **III. FINANCIAL CONSIDERATIONS**

Adopting the *Annual DBE Program Goal Fiscal Year 2009* has no financial impact; however, contracts funded with FTA assistance will be monitored for DBE goal achievement.

### **V. ATTACHMENTS**

**Attachment A:** *Santa Cruz Metropolitan Transit District Annual DBE Program Goal Fiscal Year 2009*

**Santa Cruz Metropolitan Transit District**

Annual DBE Program Goal

**Fiscal Year 2009**

July, 2008

9.21

## CONTENTS

<b>Introduction</b> .....	<b>1</b>
<b>Declarations</b> .....	<b>1</b>
<b>Annual Goal Methodology</b> .....	<b>2</b>
Step 1: Establishing the Base Figure.....	3
Step 2: Adjustment to the Base DBE Contract Goal.....	5
<b>Annual Goal</b> .....	<b>6</b>
<b>Breakout of Estimated Race-Neutral and Race-Conscious Measures</b> .....	<b>7</b>
<b>Process</b> .....	<b>7</b>
<b>Comments</b> .....	<b>7</b>

## ***Introduction***

The Santa Cruz Metropolitan Transit District (METRO) has maintained a Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (DOT) as required in 49 CFR Part 23. The purpose of the METRO DBE program is to ensure that small firms competing for DOT sponsored contracts are not disadvantaged by unlawful discrimination. Initially, the program applied to minority owned businesses. In 1987, Congress expanded the DBE program to include small women-owned businesses as well.

In February 1999, the U.S. Congress passed a new regulation for Disadvantaged Business Enterprises in response to the Supreme Court's 1995 opinion (Adarand vs. Peña) that affirmative action programs must be narrowly tailored to serve a compelling government interest. In order to streamline DBE program administration and to incorporate the new rules, the Department of Transportation codified the revised DBE requirements in a new section, 49 CFR 26.

The Santa Cruz Metropolitan Transit District DBE Program - 49 CFR Part 26 contains the complete DBE program including policies, requirements, remedies, and records except for the amount of DBE participation to be determined each year. The Program conforms to Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule as published in the Federal Register of February 2, 1999. The METRO Board of Directors adopted the Program on July 21, 2000 and submitted it to the Federal Transit Administration for approval on July 25, 2000. The complete Program is available upon request from District's DBE Liaison Officer at the address listed on the last page of this Annual Update.

The Santa Cruz Metropolitan Transit District Annual DBE Program Goals FY 2009 comprises the annually updated part of the comprehensive DBE Program. Each year, the Santa Cruz Metropolitan Transit District will review its goal accomplishment for Disadvantaged Business Enterprise participation in DOT assisted contracts and recalculate the goal for the coming year, if indicated, based upon demonstrable evidence relevant to the District's marketplace. This document presents the annual goal, describes the methodology behind it and discusses race-neutral and race-conscious measures that the District anticipates using to reach the goal.

## ***Declarations***

The Santa Cruz Metropolitan Transit District receives Federal financial assistance from the Department of Transportation, and, as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26. The Santa Cruz Metropolitan District will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, the Santa Cruz Metropolitan Transit District will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

**Annual Goal Methodology**

METRO's annual goal-setting methodology follows the prescribed method in 49 CFR §26.45 and draws upon relevant market data particular to the geographic area in which METRO typically contracts. In step one, METRO uses the US Bureau of Census County Business Patterns and the California Department of Transportation's statewide directory of eligible DBE vendors in its Unified Certification Program to estimate the number of DBEs which might be available in METRO's contracting area. Step two narrowly tailors the estimate to the actual market conditions for DBEs in METRO's procurement areas.

METRO's annual goal calculation is based upon very specific data available on business ownership in the area and is narrowly tailored to the characteristics of the market area in which METRO contracts. Since 2005, Caltrans has identified its certified DBE vendors by county using the 6-digit North American Industry Classification System, which corresponds exactly to the classification system used by the U.S. Census Bureau's County Business Pattern data. METRO now derives its goal from the actual count of DBE vendors within a narrow range of industrial classification codes and compares it to the count of all businesses in the exact same classifications in the County Business Patterns. The subsequent goals can be considered more reliable and more relevant to this area than those calculated before FY 2005.

In order to be considered a Disadvantaged Business Enterprise for the purpose of participating in federally funded procurements, a firm must be certified by an agency receiving assistance from one of the federal transportation agencies. In California, each certified firm is catalogued in the statewide DBE directory, which Caltrans updates weekly, giving an accurate count of certified DBE firms in the market area.

Apparently, few minority and women owned businesses register for DBE certification. Whether for privacy reasons, excessive income or due to the success of the DBE program in enabling small DBE firms to grow beyond the maximum allowable income threshold for the program, minority and women-owned businesses do not apply for DBE status at the rate which might be expected, and the DBE Directory represents a portion of all businesses estimated to be owned by minorities or women. While other small, minority- or woman-owned businesses may exist, this goal-setting methodology accounts only for those businesses certified and listed in the directory to calculate the annual participation goal.

9.94

#### STEP 1: ESTABLISHING THE BASE FIGURE

In order to estimate the potential DBE participation rate in the absence of discrimination, staff first categorized previous METRO contracts according to the North American Industry Classification System (NAIC), which classifies business activity in Canada, Mexico and the United States into distinct groups for purposes of statistical comparison.<sup>1</sup> Each business activity is assigned a 2 to 6 digit number within a hierarchy of increasing specificity based upon the number of digits. For example, construction activity is grouped generally under the 2-digit category “23”. Special construction trades are further categorized in “238”, with Drywall contractors in NAIC code “238210” and Painters categorized in NAIC code “238220”. Other business groupings follow the same pattern.

Examination of METRO's previous DOT assisted contracts revealed that contract work occurs in construction, paratransit service, wholesale procurement and business services such as finance, planning environmental consulting and engineering. To achieve the greatest specificity and eliminate related areas in which METRO has no contract opportunities, METRO staff sometimes chose the full 6-digit code and at other times used only 3 or 2 digits when all related subcategories also had contract opportunities. The NAIC codes incorporating relevant contract areas would be: Construction, 236; Heavy Construction, 237; Special trade contractors, 238; Paratransit and special passenger transportation, 485; Wholesale goods, 423, 4241, 441, 443, 447, 45321, 454319; and Business Services, 517, 5241, 5313, 5324, 54, 561, 562, 6211, 6215, 811 and 812331. Disadvantaged Business Enterprises (DBEs) could then be compared with all firms by NAIC by county using US Census Data and the California Department of Transportation's (Caltrans) certified DBE Vendor Directory maintained for the statewide Unified Certification Program.

In the next step, staff defined a market area to represent the likely area in which most procurement contracts would be awarded. With proximity to San Francisco and San Jose, many contracts are awarded in the San Francisco and Monterey Bay Areas. In order to establish geographic consistency with the Caltrans DBE vendor directory, staff expanded the market area definition to include all of Caltrans Districts 04 and 05, which extends the market area boundary north to Sonoma and south to Santa Barbara. For this exercise, METRO's market area includes the following counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano and Sonoma. While a fraction of contracts may lie beyond, this area includes the second and fourth largest cities in the State, San Jose and San Francisco, both of which have diverse economies with strong service, retail and wholesale sectors.

The current Caltrans DBE Vendor Directory maintained for the California Unified Certified Program is a reliable inventory of DBE certified firms within the market area. The percentage of DBEs in the geographic area and in the NAICs in which METRO contracts can be computed by simply dividing the number of DBE firms listed in the relevant categories in Caltrans Districts 4 and 5 by the number of all firms in those counties in the same categories as counted by US Bureau of Census County Business Patterns for 2002. The following table calculates the percentage of DBE firms in each contract area in each county.

---

<sup>1</sup> <http://www.census.gov/epcd/www/naics.html>

**Table 1. METRO Market Area Firms by NAIC and DBEs in UCP Directory**

	Construction 236,237,238	Transport. 485	Wholesale 423,4241,441,443,44 4,454319,453214541	Services 517,5241,5313,53 24,54,561, 562,6211,6215,81 2331	#Firms in NAICs
County					
<b>Caltrans District 04</b>					
Alameda	2,784	43	4,375	9,000	16,202
Contra Costa	2,315	39	1,932	6,397	10,683
Marin	1,054	11	874	2,992	4,931
Napa	507	13	332	828	1,680
San Francisco	1,539	73	2,224	8,755	12,591
San Mateo	1,906	62	1,991	5,216	9,175
Santa Clara	3,337	60	4,630	13,038	21,065
Solano	740	19	648	1,259	2,666
Sonoma	2,003	25	1,241	3,047	6,316
<b>Caltrans District 05</b>					
Monterey	982	12	907	1,835	3,736
San Benito	184	2	93	213	492
San Luis Obispo	1,031	19	652	1,597	3,299
Santa Barbara	1,087	21	981	2,613	4,702
Santa Cruz	866	9	623	1,630	3,128
<b>District 04 &amp; 05 TOTAL</b>	<b>20,335</b>	<b>408</b>	<b>21,503</b>	<b>58,420</b>	<b>100,666</b>
<b>Certified DBE Firms</b>					
Market Area	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM DBEs
Districts 04 & 05	237	4	27	369	637
<b>%DBE</b>	<b>1.17%</b>	<b>0.98%</b>	<b>0.13%</b>	<b>0.63%</b>	<b>0.63%</b>

Sources: US Bureau of the Census, County Business Patterns, 2002  
 CA Dept. of Transportation, UCP Directory of DBEs, October, 2007.

This table enables the percentage of DBE vendors within the METRO marketplace to be calculated. From the last row of Table 1, the DBE vendor participation rate which could be expected in each of the four NAIC groups in the absence of discrimination would be: 1.17% for construction trades; 0.98% for contract transportation services; 0.13% for wholesale goods; and 0.63% for services. Overall, DBEs represent less than one percent of all firms in the NAICs in which METRO contracts.

The base figure for the DBE goal is determined by multiplying the percentage of contract procurements in each category (total procurements=100%) by the DBE participation rate expected in each category and

9.96

then summing the four products. Table 2 below shows the data used to calculate the base figure for the overall DBE goal.

**Table 2: Base DBE Contract Goal**

	<b>Construction NAICs</b>	<b>Transport. NAICs</b>	<b>Wholesale NAICs</b>	<b>Services NAICs</b>	<b>SUM TOTAL</b>
%DBE in Market Area	1.17%	0.980%	0.126%	0.63%	2.90%
Fed Assisted Contract \$	\$3,051,346	\$23,039	\$597,639	\$262,418	\$3,934,441
% of Contract Funds	77.55%	0.59%	15.19%	6.67%	100%
<b>% Contracts * %DBE</b>	<b>0.90%</b>	<b>0.01%</b>	<b>0.019%</b>	<b>0.04%</b>	<b>0.97%</b>
METRO Ops Budget:	\$38,933,457	FTA Ops.Rev:		\$3,587,908	
METRO Ops. Procurement:	\$9,582,725	Procurable		\$883,095	
METRO Cap Budget: (non-veh)	\$20,077,562	FTA Cap.Rev:		\$3,051,346	
Procurement TOTAL	\$29,660,287	total FTA:		<b>\$3,934,441</b>	
construction [CAPITAL]	\$20,077,562	1 00000		\$3,051,346	
transportation	250,000	0 02609		\$23,039	
wholesale	6,485,154	0 67675		\$597,639	
business services	2,847,571	0 29716		\$262,418	

Applying the same four categories to METRO's FY 2009 budget, the proportion of FTA operating assistance available for procurement is first determined using the same ratio of procurement dollars to the overall operating budget as shown in the first two rows of the first column of the grid under Table 2. Next, FTA capital assistance, excluding allocations for vehicles, is allocated to contract procurement according to project descriptions. In FY 2009 100% of FTA capital assistance is allocated to the construction category including capital items. Then, FTA operating assistance dollars are distributed across the other 3 categories in the same proportion as non-construction procurements are in the operating budget. This is shown in the bottom three rows of the grid under Table 2. The resultant percentages are applied to the amount of FTA operating assistance available for procurement in order to calculate federal dollars available for DBE vendor contracting.

Next, the percentage of FTA procurement dollars in each of the four categories is multiplied by the estimated percentage of available DBEs from Table 1 to determine a percentage participation rate in each NAIC group. Finally these four percentages are added to reach the un-adjusted base goal of 0.97% for DBE participation in FY 2009.

**STEP 2: ADJUSTMENT TO THE BASE DBE CONTRACT GOAL**

As the coming year's contract opportunities reveal, the greatest amount by far of FTA funds will be spent in construction. METRO's past experience shows that contractors on large engineering projects tend to subcontract portions of the procurement, yielding more opportunities for small businesses to participate, which in turn increases the opportunity for DBEs since they are by definition small businesses. Furthermore, substantial contract dollars available in MetroBase and Pacific Station construction would tend to attract contractors from outside the typical market area. Rather than using 1.17% for the market

9.07



share in construction for the level of DBE participation anticipated in the absence of discrimination, this amount is increased to 1.54%, the statewide percentage of DBEs in construction trades as shown in Table 3 (below). This amount will be substituted for the local market percentage of anticipated DBE participation to determine the adjusted in goal in Table 4, following. To raise the goal for DBE participation in Wholesale and Services procurements, the Adjusted DBE Contract Goal borrows the higher statewide percentage rates. These three adjusted rates then become factors to calculate METRO's 2009 DBE Goal. Because METRO allocates such a small portion of procurements to contract transportation since taking ParaCruz in-house, the Adjusted Goal keeps the market area percentage for DBE participation in Transportation.

**Table 3. Statewide Certified DBE Firms**

	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	SUM METRO NAIC
State Total	69,093	1,430	91,050	174,140	335,713
Certified DBEs in State	1,066	43	264	2,009	3,382
<b>%DBE</b>	<b>1.54%</b>	<b>3.01%</b>	<b>0.29%</b>	<b>1.15%</b>	<b>1.01%</b>

**Annual Goal**

The annual goal is adjusted to consider the impact of large construction projects, wholesale and service procurements which could attract contractors from beyond METRO's typical market area. Increasing the anticipated DBE participation rate for construction, wholesale and services increases the overall DBE goal from 0.97% to 1.32%.

**Table 4: Adjusted DBE Contract Goal**

Available DBEs	Construction NAICs	Transport. NAICs	Wholesale NAICs	Services NAICs	All Contract Opportunity
METRO Market Area	<b>1.54%</b>	<b>0.98%</b>	<b>0.29%</b>	<b>1.15%</b>	
Federal Contract \$ FY'08	\$3,051,346	\$23,039	\$597,639	\$262,418	\$3,934,441
% of FTA Funds	77.55%	0.59%	15.19%	6.67%	22.45%
<b>% Contracts * %DBE</b>	1.20%	0.01%	0.04%	0.08%	<b>1.32%</b>
				<b>=DBE \$</b>	<b>52,064</b>

Santa Cruz Metropolitan Transit District's overall goal for FY 2009 is to extend 1.32% of its procurement contract award dollars to Disadvantaged Business Enterprises in DOT-assisted contracts, excluding FTA funds used to purchase rolling stock. Santa Cruz Metropolitan Transit District expects to spend \$52,064 federal dollars with DBE vendors during the fiscal year.

9.08

**Breakout of Estimated Race-Neutral and Race-Conscious Measures**

The U.S. DOT Regulations require that the maximum feasible portion of the DBE overall annual goal be met by using race-neutral methods. Race neutral methods include efforts made to assure that bidding and contracting requirements facilitate participation by DBE's and other small businesses by unbundling large contracts to make them more accessible, encouraging prime contractors to subcontract portions of the work, and providing technical assistance, outreach and communications programs. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, or when a DBE is awarded a subcontract on a prime contract that does not carry a DBE goal. METRO's FY 2009 DBE Goal includes only race neutral measures to achieve DBE participation.

**Process**

Each year, Santa Cruz Metropolitan Transit District staff reviews the previous year's DBE achievement and submits an overall goal for the upcoming year to the DOT.

METRO has published a notice of the proposed annual DBE goal to inform the public that the proposed goal and its rationale are available for inspection for 30 days following the date of the notice. METRO will accept comments on the goals for 45 days from the date of the notice. This notice will be published in the Santa Cruz Sentinel newspaper and in Passenger Transport. For FY 2009, public comments will be accepted through September 15, 2008. The goal and methodology will be available at the Main Branch of the Santa Cruz Public Library and during business hours at 370 Encinal Street, Suite 100, Santa Cruz, California.

METRO's annual goal submission to the Federal Transit Administration will include a summary of comments received during this public participation process and METRO's responses.

METRO will monitor DBE participation in procurement contracts beginning October 1.

**Comments**

Please direct comments on the Annual DBE Goals or the METRO DBE Program to:

Thomas Hiltner, Grants/Legislative Analyst  
Santa Cruz Metropolitan Transit District  
370 Encinal, Suite 100  
Santa Cruz, CA 95060  
831-426-6080  
[thiltner@scmttd.com](mailto:thiltner@scmttd.com)

9.09

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Maintenance  
**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH RNL DESIGN FOR ARCHITECT AND ENGINEERING SERVICES FOR THE METROBASE PROJECT**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for architect and engineering services for the MetroBase project with RNL Design through December 31, 2010.**

## II. SUMMARY OF ISSUES

- District has a contract with RNL Design for architect and engineering services for the MetroBase project that will expire on August 7, 2008.
- The MetroBase Project is projected to be completed by December 31, 2010.
- District staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract with RNL Design for architect and engineering services for the MetroBase project through December 31, 2010.

## III. DISCUSSION

On August 8, 2003, District entered into a contract with RNL Design for architect and engineering services for the MetroBase project. The contract was effective for a five-year period and will expire on August 7, 2008. The MetroBase project is projected to be completed by December 31, 2010. District staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract with RNL Design for architect and engineering services for the MetroBase project through December 31, 2010.

## IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the MetroBase Project.

10.1

**V. ATTACHMENTS**

**NONE**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008

**TO:** Board of Directors

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

**SUBJECT:** **CONSIDERATION OF AWARD OF CONTRACT WITH ALLIANT INSURANCE SERVICES REPRESENTING HARTFORD INSURANCE FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Alliant Insurance Services representing Hartford Insurance for employee life and accidental death and dismemberment insurance.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Four firms submitted a total of twelve proposals from different insurance companies for METRO's review.
- A seven-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Alliant Insurance Services representing Hartford Insurance for employee life and accidental death and dismemberment insurance.

## III. DISCUSSION

METRO solicited proposals from qualified Life and Accidental Death and Dismemberment Insurance providers to provide both basic employer paid employee/retiree term life insurance and accidental death and dismemberment insurance, plus supplemental employee paid term life and accidental death and dismemberment insurance coverage.

Pricing was requested on a two year contract. Optional pricing on one year extensions was also provided because METRO retains the option to extend the contract for up to three additional years, not to exceed a total of five years from the initial contract date. Fixed prices for the first two years for basic coverage is established as part of the initial contract. Pricing for subsequent

years would be negotiated based on the consumer price index; loss experience and/or enhancements in service.

On May 13, 2008 METRO Request for Proposal No. 08-29 was mailed to twenty-eight firms, was legally advertised, and a notice was posted on METRO's web site. On June 16, 2008, twelve proposals were received and reviewed from four firms. These firms are listed in Attachment A. A seven-member evaluation committee comprised of the following METRO staff have reviewed and evaluated the proposals.

Evaluation committee members:

Pat Aviles, Assistant Manager for Human Resources  
Debbie Kinslow, Assistant Manager for Finance  
Tom Stickel, Manager of Maintenance  
Carolyn Hamm, Transit Surveyor representing SEIU Local 521  
Will Regan, Lead Mechanic representing SEIU Local 521  
Gary Klenz representing SEIU Local 521  
Sandra Lippard representing UTU Local 23

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

Evaluation Criteria	Possible Points Score
Quality of the submittals provided	30
Acceptance of Metro's terms and conditions	20
References	30
Cost/Price proposal	40

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to execute a contract with Alliant Insurance Services representing Hartford Insurance for employee life and accidental death and dismemberment insurance for an amount not to exceed \$ 88,000 over a two-year period. Contractor will provide insurance services meeting all of METRO's minimum specifications and requirements. Hartford's proposal included a 5% increase in the percentage paid for early death benefits. The union was informed that this increase will be in effect only for the term of this contract and will not change the minimum specifications for future RFP's.

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

Funding for this contract is contained in the operating budgets for each department.

#### **V. ATTACHMENTS**

**Attachment A:** List of Firms Submitting a Proposal

**Attachment B:** Copy of RFP and Addendum No. 1

**Attachment C:** Proposal submitted by Alliant Insurance Services

**Note: The RFP along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at [www.semtfd.com](http://www.semtfd.com)**

**METRO REQUEST FOR PROPOSALS NO. 08-29**

**LIST OF FIRMS THAT SUBMITTED A PROPOSAL FOR  
EMPLOYEE LIFE AND ACCIDENTAL DEATH &  
DISMEMBERMENT INSURANCE**

1. Alliant Insurance Services, Inc. of San Francisco, CA  
This firm submitted proposals from nine (9) different insurance companies.
2. Aetna of San Francisco, CA
3. Metropolitan Life of Walnut Creek, CA
4. Hartford Life and Accident Insurance Co. of San Francisco, CA



# **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

## **Request for Proposals (RFP)**

### **For Employee Life and Accidental Death and Dismemberment Insurance**

**District RFP No. 08-29**

---

**Date Issued: May 13, 2008**

**Proposal Deadline: 5:00 P.M., June 16, 2008**

---



---

#### **Contents of this RFP**

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

## PART I

### INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

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

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

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

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

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

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

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



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

---

---

---

---

---

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

OR

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

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

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

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

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

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

\_\_\_\_\_  
DATE

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

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

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

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

# CONTRACTOR DBE INFORMATION

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

## PART III

### SPECIFICATIONS FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### 1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (METRO) is an independent public transit agency. It is the sole public transit operator in Santa Cruz County. METRO operates service on 40 fixed routes and jointly operates Highway 17 Express service with the Santa Clara Valley Transportation Authority. METRO operates a fleet of 110 buses. Services are also operated for METRO under contracts with private transportation companies. METRO's service area is the entire county, an area of 441 square miles, with a population estimate of over 249,705 (according to a 2006 estimate by the U.S. Census Bureau). METRO was formed in 1968 and is a political subdivision of the State of California.

METRO has an operating budget of over \$38 million with approximately 325 active employees, 84 retirees, and a payroll of approximately 16 million annually. Employees are divided into four major subdivisions, three of which are covered by collective bargaining agreements. The groups are as follows:

Management (non-union)  
Bus Operators (UTU Local 23)  
Administrative/Maintenance (SEIU Local 415)  
Paratransit Operators (UTU Local 23)

#### 2. BACKGROUND INFORMATION

Administrative Offices	370 Encinal Street, Suite 100 Santa Cruz, California 95060
Nature of Business	Public Transportation
Current Insurance Carrier	Standard Insurance Company
Current Insurance Premium Rates	Basic Life: \$0.31 per \$1,000 of Benefit Basic AD&D: \$0.04 per \$1,000 of Benefit Voluntary AD&D: \$0.36 per \$1,000
Coverage to Quote	1) Basic Term Life and AD&D 2) Supplemental Term Life and AD&D
Commission	No commissions
Proposed Effective Date	August 1, 2008
Proposed Coverage/Benefits	Match current plan coverage
Proposed Contract Term	Two year contract, with optional one years renewals, not to exceed a total of five years
Employer Paid Basic and Optional Supplemental Life/AD&D Volume	See Attachment A
Employee/Retiree Profile	See Attachment B
Schedule of Insurance & Benefits	See Attachment C
Current Premium Rates and Seven-Year Experience	See Attachment D

#### 3. INTENT OF REQUEST FOR PROPOSAL

METRO seeks proposals from qualified Life/AD&D Insurance providers to provide both basic employer paid employee/retiree term life insurance and accidental death and dismemberment insurance, plus supplemental employee paid term life and accidental death and dismemberment insurance coverage.

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

**4. FIRM'S QUALIFICATIONS**

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

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

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

**5. PROPOSAL EVALUATION PROCESS AND SCORING**

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

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

**6. TYPE OF CONTRACT AWARDED**

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

METRO's Board of Directors is expected to award a contract on June 27, 2008. The contract term would begin August 1, 2008.

**7. MINIMUM PROPOSAL REQUIREMENTS**

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

- 7.1 Cover Letter
- 7.2 Qualifications of the Firm and Staff
- 7.3 Highlights of Insurance Program offered
- 7.4 Firm's quotes/prices
- 7.5 Required Proposal Documents
- 7.6 Acknowledgement of any addenda
- 7.7 List any exceptions to METRO terms and conditions

**8. PROPOSAL SUBMISSION**

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

**"RFP No. 08-29 Employee Life and AD&D Insurance"**

Send proposal packages to: **Santa Cruz Metropolitan Transit District  
Purchasing Office  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060**

**9. ADDITIONAL INFORMATION AND CHANGES**

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

**10. CONFIDENTIAL DATA**

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

## PART IV

### GENERAL CONDITIONS TO THE CONTRACT

#### 1. GENERAL PROVISIONS

##### 1.01 Governing Law & Compliance with All Laws

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

##### 1.02 Right to Modify Contract

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

#### 2. TERMINATION

##### 2.01 Termination for Convenience

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

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contract shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9) take

such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

## 2.02 Termination for Default

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

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

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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



#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

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

## 7.03 Other Insurance Provisions

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

## 8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with District in compiling and submitting detailed information for the cost and price analysis

## 9. NO DISCRIMINATION

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

## 10. DISADVANTAGED BUSINESS ENTERPRISES

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

### I. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### A. Prompt Payment of Withheld Funds to Subcontractors

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

## 12. RESERVED

### 13. MISCELLANEOUS PROVISIONS

#### 13.01 Successors and Assigns

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

#### 13.02 Survival of Rights and Obligations

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

#### 13.03 Limitation on District Liability

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

#### 13.04 Drug and Alcohol Policy

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

#### 13.05 Publicity

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

#### 13.06 Consent to Breach Not Waiver

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

#### 13.07 Attorneys' Fees

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

#### 13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10)

calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## PART V

### CONTRACT EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (08-29)

THIS CONTRACT is made effective on August 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 District's Primary Objective

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

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

District has the need for Employee Life and Accidental Death and Dismemberment Insurance. In order to obtain this insurance coverage, the District issued a Request for Proposals, dated May 13, 2008, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

##### 1.03 Contractor's Proposal

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

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

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Employee Life and Accidental Death and Dismemberment Insurance 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 13, 2008

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

Contractor's Proposal to the District for Employee Life and Accidental Death and Dismemberment Insurance, signed by Contractor and dated June 16, 2008.

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 13, 2008.

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 13, 2008.

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

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

4 TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

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



payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

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

Attention: \_\_\_\_\_

7. AUTHORITY

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

Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR

By \_\_\_\_\_

Approved as to Form:

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

## PART VI

### FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

#### 1.0 GENERAL

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

#### 2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

#### 3.0 INELIGIBLE CONTRACTORS

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

#### 4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### 5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

##### 5.1 Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

##### 5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

## 7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

### 8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

### 9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

#### 9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

#### 9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

#### 9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

#### 9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

#### 10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

#### 11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

### 12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOI-assisted Contracts.

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

## 14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter

## 15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

## 16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

## 17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

### 17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U S C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

### 17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

### 17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.



- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

#### 18.0 PATENT RIGHTS (Applicable only to research and development contracts)

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

#### 19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
  - (i) Agency and legislative liaison by Own Employees.
  - (ii) Professional and technical services by Own Employees.
  - (iii) Reporting for Own Employees.
  - (iv) Professional and technical services by Other than Own Employees.

### 20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

- (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

### 20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

### 20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

### 20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

#### PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

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

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

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

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

Federal Transit Administration  
Regional Administrator Region IX  
201 Mission Street, Suite 2210  
San Francisco, CA 94105-1839

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 08-29**

---



**ATTACHMENT A**

**EMPLOYER PAID BASIC AND OPTIONAL  
SUPPLEMENTAL LIFE/AD&D VOLUME**

**EMPLOYER PAID BASIC LIFE/AD&D, ADDITIONAL LIFE AND VOLUNTARY AD&D ENROLLMENT**

(Report accurate as of 4/30/08)

ACTIVE EMPLOYEES						
AGE	BASIC LIFE 25,000		BASIC LIFE 50,000		BASIC AD&D 50,000	
	M	F	M	F	M	F
UNDER 40	42	14	1	0	42	14
40-44	23	16	1	1	23	16
45-49	48	20	0	3	48	20
50-54	40	17	2	0	40	17
55-59	39	13	2	2	39	13
60-64	18	8	0	0	18	8
65-69	3	1	0	0	3	1
Over 70	0	0	0	0	0	0

ACTIVE EMPLOYEES ADDITIONAL LIFE																			
AGE	LIFE 10,000		LIFE 20,000		LIFE 30,000		LIFE 40,000		LIFE 50,000		LIFE 60,000		LIFE 70,000		LIFE 80,000		LIFE 90,000		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
UNDER 40	0	0	3	1	0	1	0	0	1	0	0	0	4	0	0	0	0	0	0
40-44	0	1	1	0	0	0	0	0	0	2	0	0	3	3	0	0	0	0	0
45-49	0	0	0	1	0	1	0	0	2	1	0	0	4	1	1	0	0	0	0
50-54	0	0	1	0	0	0	1	0	2	0	0	0	3	1	1	0	0	0	0
55-59	0	0	2	0	0	0	1	0	1	1	0	0	2	0	0	0	0	0	0
60-64	1	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0
65-69	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OVER 70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ACTIVE EMPLOYEES ADDITIONAL LIFE													
AGE	LIFE 100,000		LIFE 110,000		LIFE 120,000		LIFE 130,000		LIFE 140,000		LIFE 150,000		
	M	F	M	F	M	F	M	F	M	F	M	F	
UNDER 40	0	0	0	0	0	0	0	0	0	0	0	0	
40-44	0	0	0	0	0	0	0	0	0	0	3	0	
45-49	1	0	0	0	0	0	0	0	0	0	3	0	
50-54	0	0	0	0	0	0	0	0	0	0	2	0	
55-59	0	0	0	0	0	0	0	0	0	0	0	0	
60-64	0	0	0	0	0	0	0	0	0	0	0	0	
65-69	0	0	0	0	0	0	0	0	0	0	0	0	
OVER 70	0	0	0	0	0	0	0	0	0	0	0	0	

RETIREES		
AGE	BASIC LIFE \$25,000	
	M	F
50-54	5	1
55-59	26	6
60-64	20	15





**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 008-29**

---



**ATTACHMENT B**

**EMPLOYEE/RETIREE PROFILES**

Active Employees April 2008			
EmpNum	DOB	Sex	Class
112	7/12/1954	F	1
41	10/1/1955	M	1
299	11/1/1949	M	1
446	3/8/1947	M	1
461	5/31/1951	M	1
464	12/26/1950	F	1
517	12/14/1947	M	1
650	6/24/1961	F	1
681	3/4/1967	M	1
705	4/16/1958	F	1
717	3/11/1976	M	1
817	1/10/1957	M	1
845	7/28/1965	F	1
846	12/16/1949	F	1
848	2/5/1962	F	1
1	4/3/1949	F	2
327	2/9/1954	F	2
53	3/16/1954	F	2
297	12/9/1960	M	2
253	5/19/1959	M	2
91	5/29/1951	M	2
171	2/15/1947	F	2
225	12/7/1944	M	2
223	4/6/1953	M	2
122	6/3/1958	M	2
136	1/21/1954	F	2
19	9/9/1960	M	2
235	3/12/1952	M	2
140	9/6/1948	M	2
6	8/8/1954	F	2
97	7/14/1961	F	2
252	3/31/1960	F	2
198	1/29/1953	M	2
194	3/9/1956	M	2
7	10/21/1954	F	2
75	12/3/1950	M	2
35	2/24/1948	M	2
111	1/8/1952	M	2
130	6/11/1961	M	2
141	6/27/1949	M	2
27	1/19/1949	M	2
108	4/7/1960	M	2
13	10/31/1950	M	2
219	6/3/1954	F	2
277	5/10/1956	M	2
280	9/14/1957	M	2
192	2/17/1955	M	2
114	3/27/1943	M	2
228	5/3/1955	M	2
145	9/1/1959	M	2

Active Employees April 2008			
EmpNum	DOB	Sex	Class
193	7/16/1955	M	2
262	2/12/1957	M	2
303	1/4/1951	M	2
42	10/3/1957	M	2
204	10/27/1948	M	2
172	9/14/1961	M	2
155	12/17/1942	M	2
209	3/29/1963	F	2
258	8/29/1960	M	2
163	12/20/1954	M	2
222	3/22/1955	M	2
124	6/7/1958	M	2
216	6/8/1957	M	2
208	6/15/1956	M	2
308	12/23/1951	F	2
60	2/25/1960	M	2
354	5/21/1960	M	2
369	10/13/1959	M	2
364	7/30/1965	F	2
376	3/21/1952	M	2
382	4/4/1959	M	2
387	11/11/1956	F	2
388	12/25/1955	M	2
395	4/8/1949	M	2
394	7/9/1957	M	2
402	3/7/1953	M	2
411	1/21/1950	M	2
413	10/15/1959	M	2
415	11/8/1951	M	2
419	6/10/1962	M	2
424	12/20/1948	F	2
422	2/10/1948	M	2
428	3/16/1943	M	2
433	12/3/1959	M	2
442	10/14/1952	M	2
435	1/19/1952	M	2
443	1/14/1960	M	2
444	1/1/1954	F	2
458	9/6/1948	F	2
463	11/13/1959	M	2
468	4/3/1966	M	2
469	5/1/1952	F	2
470	9/29/1952	F	2
478	7/2/1963	F	2
480	1/8/1963	M	2
485	8/12/1961	M	2
487	8/12/1947	M	2
489	3/19/1949	M	2
486	3/8/1954	M	2
490	3/13/1947	M	2

Active Employees April 2008			
EmpNum	DOB	Sex	Class
488	4/13/1954	M	2
495	3/21/1962	F	2
496	2/29/1968	M	2
499	6/9/1963	F	2
501	10/27/1958	F	2
510	12/25/1968	M	2
513	1/8/1943	F	2
524	1/24/1953	M	2
523	1/31/1968	M	2
520	12/16/1966	F	2
522	11/24/1956	M	2
530	6/11/1961	M	2
535	3/30/1966	F	2
536	11/2/1955	M	2
539	7/26/1964	M	2
542	2/21/1965	M	2
546	4/18/1960	M	2
548	8/5/1956	M	2
551	5/25/1948	F	2
552	10/14/1950	M	2
449	2/9/1951	F	2
545	4/24/1971	M	2
555	8/25/1974	M	2
556	4/15/1951	M	2
566	2/3/1960	M	2
563	9/15/1953	F	2
562	9/30/1955	M	2
565	3/13/1964	M	2
560	7/16/1951	M	2
575	9/22/1970	M	2
579	9/24/1957	F	2
584	10/13/1975	M	2
578	12/3/1962	F	2
577	10/20/1950	M	2
569	1/7/1959	M	2
581	7/7/1955	M	2
580	1/5/1945	M	2
576	8/13/1962	M	2
573	8/30/1965	F	2
571	10/14/1950	M	2
587	11/25/1967	F	2
588	8/2/1954	M	2
447	5/9/1947	M	2
598	11/21/1957	M	2
601	12/5/1961	M	2
600	5/18/1964	M	2
599	5/23/1949	M	2
595	1/3/1965	M	2
594	12/9/1951	M	2
593	8/4/1947	M	2

Active Employees April 2008			
EmpNum	DOB	Sex	Class
596	11/20/1961	M	2
604	7/25/1973	M	2
605	11/1/1979	F	2
611	3/15/1960	M	2
613	5/8/1969	M	2
614	1/17/1968	M	2
615	2/21/1953	M	2
617	4/24/1961	M	2
622	7/23/1947	M	2
621	10/6/1958	M	2
625	6/23/1967	M	2
628	6/18/1944	M	2
230	9/24/1950	M	2
630	11/2/1956	F	2
633	9/11/1953	M	2
619	9/14/1953	M	2
639	1/29/1968	F	2
640	6/20/1957	M	2
638	7/25/1957	M	2
634	4/20/1960	F	2
635	8/10/1962	F	2
646	2/9/1960	M	2
644	4/25/1962	F	2
647	7/9/1980	M	2
648	1/21/1950	M	2
649	11/19/1949	M	2
652	8/15/1968	F	2
654	2/10/1948	M	2
653	12/2/1957	M	2
668	8/5/1955	M	2
655	3/1/1962	M	2
657	5/25/1955	M	2
660	4/2/1952	M	2
656	5/9/1962	M	2
661	3/7/1968	M	2
662	6/27/1949	M	2
664	10/21/1952	M	2
665	5/16/1960	M	2
674	6/10/1949	M	2
675	9/29/1962	F	2
676	12/14/1946	F	2
679	6/27/1960	M	2
680	7/31/1974	M	2
684	8/23/1975	M	2
693	9/3/1964	M	2
688	5/20/1970	F	2
689	8/29/1961	M	2
694	10/10/1959	M	2
683	1/21/1956	M	2
686	8/6/1946	F	2

Active Employees April 2008			
EmpNum	DOB	Sex	Class
691	5/28/1948	M	2
692	2/23/1959	M	2
696	3/18/1946	F	2
702	5/24/1955	M	2
707	9/22/1972	M	2
708	9/22/1960	F	2
709	8/30/1959	M	2
711	11/29/1980	M	2
712	10/13/1960	M	2
715	9/24/1950	M	2
716	2/9/1980	M	2
720	6/6/1957	M	2
721	3/27/1976	M	2
722	12/8/1961	F	2
723	7/25/1955	F	2
748	1/15/1957	F	2
758	5/12/1970	M	2
759	11/30/1966	F	2
760	12/11/1981	F	2
755	12/14/1966	F	2
754	9/24/1950	F	2
752	1/29/1953	F	2
750	7/6/1953	F	2
728	8/9/1949	F	2
726	6/20/1976	M	2
734	11/22/1970	M	2
740	5/5/1944	F	2
733	1/15/1979	F	2
743	1/10/1965	M	2
747	7/13/1967	F	2
749	2/17/1942	F	2
751	7/2/1950	F	2
724	9/11/1965	M	2
739	3/27/1956	F	2
737	11/15/1965	F	2
746	8/21/1974	M	2
742	11/25/1963	F	2
741	9/3/1970	F	2
735	10/8/1964	F	2
730	10/22/1959	F	2
731	2/11/1953	F	2
745	6/1/1944	M	2
764	9/24/1966	M	2
763	12/31/1983	M	2
762	12/19/1959	M	2
768	1/3/1955	F	2
769	1/9/1973	M	2
770	6/16/1950	F	2
773	5/5/1950	M	2
775	4/6/1966	F	2

Active Employees April 2008			
EmpNum	DOB	Sex	Class
776	8/2/1978	M	2
777	4/26/1982	M	2
778	5/5/1980	M	2
779	7/26/1948	M	2
780	1/26/1973	F	2
781	8/19/1978	F	2
793	4/25/1958	F	2
792	9/20/1954	M	2
787	2/14/1979	M	2
785	7/26/1978	M	2
782	5/21/1978	M	2
789	1/27/1958	M	2
790	1/31/1949	M	2
786	10/31/1980	M	2
788	9/9/1948	M	2
795	7/21/1980	M	2
797	7/31/1982	F	2
796	9/17/1969	M	2
794	7/18/1970	F	2
784	10/2/1973	M	2
798	2/22/1981	F	2
805	5/13/1964	F	2
800	2/3/1972	M	2
804	1/24/1962	M	2
803	6/19/1965	M	2
706	10/12/1967	F	2
808	12/17/1975	M	2
811	11/6/1964	M	2
812	10/14/1973	M	2
814	9/14/1958	M	2
815	4/20/1970	M	2
819	6/29/1973	M	2
820	7/16/1972	M	2
821	11/29/1964	M	2
823	1/16/1959	M	2
828	11/6/1951	F	2
829	1/10/1955	M	2
831	12/4/1957	F	2
832	8/26/1984	M	2
833	2/28/1968	M	2
834	6/20/1950	M	2
835	8/3/1964	M	2
836	12/20/1960	F	2
837	2/20/1966	M	2
838	9/6/1958	F	2
839	11/1/1960	M	2
840	11/5/1964	F	2
842	3/9/1970	M	2
844	7/8/1954	F	2
843	6/2/1963	M	2

<b>Active Employees April 2008</b>			
<b>EmpNum</b>	<b>DOB</b>	<b>Sex</b>	<b>Class</b>
847	1/26/1956	F	2
849	6/19/1974	F	2
850	8/13/1980	M	2
853	12/26/1973	M	2
855	5/12/1959	F	2
857	7/3/1958	M	2
632	9/11/1974	M	2
852	6/22/1955	M	2
856	8/7/1959	F	2
858	6/7/1970	F	2
860	12/22/1976	M	2
861	1/2/1979	F	2
862	9/29/1961	M	2
863	10/29/1984	F	2
864	3/8/1962	M	2
865	1/14/1987	M	2
866	8/11/1951	M	2
869	6/2/1963	M	2
870	9/12/1962	M	2
871	3/26/1961	F	2
872	5/6/1970	M	2
874	3/17/1987	M	2
875	6/2/1948	M	2
876	12/22/1983	M	2
877	7/2/1946	F	2

2008 Retirees		
EmpNum	DOB	Sex
3	11/3/1946	M
5	2/23/1950	M
361	12/27/1945	F
9	12/16/1949	M
11	3/1/1951	M
15	6/3/1947	M
16	11/13/1950	M
36	7/12/1954	M
152	3/21/1954	F
37	7/19/1954	M
39	9/2/1947	M
40	9/26/1951	F
44	11/16/1948	F
48	3/25/1948	M
392	8/24/1950	M
62	3/14/1949	M
405	12/13/1946	M
65	6/15/1951	M
67	8/7/1949	F
429	12/22/1945	F
73	3/29/1946	F
79	3/16/1947	M
134	9/27/1947	F
81	8/18/1953	M
84	8/14/1948	M
368	6/26/1952	F
85	5/30/1950	M
87	11/26/1944	M
90	1/29/1953	F
92	3/14/1948	M
93	4/16/1945	M
96	12/7/1952	M
101	1/19/1946	F
113	3/19/1951	M
115	1/12/1948	F
125	5/21/1946	M
126	8/28/1947	M
69	9/26/1946	F
127	1/22/1949	M
132	5/25/1946	M
135	6/30/1948	M
142	5/27/1947	M
149	8/18/1950	M
268	12/4/1951	M
156	8/28/1943	F
157	3/1/1952	M
158	8/7/1945	M
414	6/8/1950	M
362	3/2/1949	F
345	1/31/1949	M

2008 Retirees		
EmpNum	DOB	Sex
350	3/29/1946	M
183	11/29/1946	F
185	11/19/1950	M
189	1/11/1953	M
190	5/5/1948	F
197	12/28/1948	M
375	5/12/1947	F
213	10/6/1947	M
218	7/12/1943	M
421	11/2/1946	F
505	7/10/1951	F
226	7/13/1949	M
231	12/18/1947	F
482	12/23/1954	M
121	2/25/1949	F
239	6/5/1947	M
504	10/29/1956	M
241	8/5/1946	M
245	11/27/1946	M
260	4/25/1950	M
8007	12/10/1945	F
273	8/23/1950	F
30	8/12/1953	F
416	11/23/1943	M
287	4/3/1952	M
288	2/2/1949	M
292	3/23/1945	F
300	6/12/1946	M
365	6/18/1955	M
304	1/11/1948	F
366	8/7/1946	M
307	9/22/1949	M
332	11/22/1952	M
335	5/11/1954	M

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 08-29**

---



**ATTACHMENT C**

**SCHEDULE OF INSURANCE & BENEFITS**

**CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT**  
**SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

**The California Life and Health Insurance Guarantee Association**

**PO Box 17319**

**Beverly Hills CA 90209-3319**

**OR**

**Consumer Services Division**

**California Department of Insurance**

**300 Spring St, 11th Fl**

**Los Angeles CA 90013**

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

**COVERAGE**

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.



## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer or association plans, to the extent they are self-funded or uninsured;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

## **LIMITS ON AMOUNT OF COVERAGE**

The Act limits the Association to pay benefits as follows:

### **LIFE AND ANNUITY BENEFITS**

- 80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,
- \$100,000 in present value of annuities, or
- \$250,000 in life insurance death benefits.

A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

### **HEALTH BENEFITS**

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

### **PREMIUM SURCHARGE**

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

## **CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

**Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 300 S. Spring Street, 11th FL, Los Angeles, CA 90013, or call toll-free 1-800-927-HELP (4357). This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.**

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

*People. Not Just Policies.®*

## CERTIFICATE GROUP LIFE INSURANCE

---

Policyholder:	Santa Cruz Metropolitan Transit District
Policy Number:	643297-A
Effective Date:	August 1, 2004

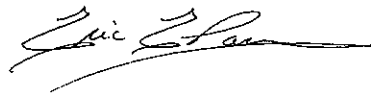
---

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS .....	2
SCHEDULE OF INSURANCE .....	2
REDUCTIONS IN INSURANCE .....	4
OTHER BENEFITS .....	4
OTHER PROVISIONS .....	4
LIFE INSURANCE .....	6
A. Insuring Clause .....	6
B. Amount Of Life Insurance .....	6
C. Changes In Life Insurance .....	6
D. Repatriation Benefit .....	6
E. Suicide Exclusion: Life Insurance .....	6
F. When Life Insurance Becomes Effective .....	7
G. When Life Insurance Ends .....	7
H. Reinstatement Of Life Insurance .....	8
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....	8
A. Insuring Clause .....	8
B. Definition Of Loss For AD&D Insurance .....	8
C. Amount Payable .....	8
D. Changes In AD&D Insurance .....	8
E. AD&D Insurance Exclusions .....	8
F. Additional AD&D Benefits .....	9
G. Becoming Insured For AD&D Insurance .....	10
H. When AD&D Insurance Ends .....	11
ACTIVE WORK PROVISIONS .....	11
PORTABILITY OF INSURANCE .....	11
STRIKE CONTINUATION .....	12
WAIVER OF PREMIUM .....	13
ACCELERATED BENEFIT .....	14
RIGHT TO CONVERT .....	15
CLAIMS .....	17
ASSIGNMENT .....	19
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	19
ALLOCATION OF AUTHORITY .....	21
TIME LIMITS ON LEGAL ACTIONS .....	22
INCONTESTABILITY PROVISIONS .....	22
CLERICAL ERROR, AGENCY, AND MISSTATEMENT .....	22
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	23
DEFINITIONS .....	23

## Index of Defined Terms

- Accelerated Benefit, 14
- Active Work, Actively At Work, 11
- AD&D Insurance, 23
- Air Bag System, 9
- Annual Earnings, 23
- Automobile, 9
  
- Beneficiary, 20
  
- Child, 24
- Class Definition, 2
- Contributory, 25
- Conversion Period, 16
  
- Dependents Life Insurance, 25
- Disabled, 24
  
- Earnings Period, 5
- Eligibility Waiting Period, 25
- Employer(s), 1
- Evidence Of Insurability, 25
  
- Group Policy, 25
- Group Policy Effective Date, 1
- Group Policy Number, 1
- Guarantee Issue Amount (for Plan 2), 2
  
- Injury, 25
- Insurance (for Accelerated Benefit), 15
- Insurance (for Right to Convert), 16
- Insurance (for Waiver Of Premium), 13
  
- L.L.C. Owner-Employee, 25
- Leave Of Absence Period, 4
  
- Life Insurance, 25
- Loss (for AD&D Insurance), 8
  
- Maximum Conversion Amount, 4
- Member, 1
- Minimum Time Insured, 4
  
- Noncontributory, 25
  
- P.C. Partner, 25
- Physician, 25
- Policyholder, 1
- Pregnancy, 25
- Prior Plan, 25
- Proof Of Loss, 17
  
- Qualifying Event, 16
- Qualifying Medical Condition, 14
  
- Recipient, 21
- Right To Convert, 15
  
- Seat Belt System, 9
- Sickness, 25
- Spouse, 25
- Supplemental Life Insurance, 25
  
- Totally Disabled, 13, 16
  
- Waiting Period (for Waiver Of Premium), 13
- Waiver Of Premium, 13
- War, 8
  
- You, Your (for Right To Convert), 16

## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

---

### GENERAL POLICY INFORMATION

Group Policy Number: 643297-A

Type of Insurance Provided:  
Life Insurance: Yes

Supplemental Life Insurance: Not applicable

Dependents Life Insurance: Not applicable

Accidental Death And Dismemberment  
(AD&D) Insurance: Yes

Policyholder: Santa Cruz Metropolitan Transit District

Employer(s): Santa Cruz Metropolitan Transit District

Group Policy Effective Date: August 1, 2004

Policy Issued in: California

---

### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member: You are a Member if you are one of the following:

1. An active employee of the Employer who is regularly working at least 20 hours each week; or
2. An employee of the Employer under age 65 who retired under the Employer's retirement program and who was subject to a Collective Bargaining Agreement with UTU Local 23; or
3. An Administrative or Maintenance employee under age 65 who retired under the Employer's retirement program and who was subject to a Collective Bargaining Agreement with SEIU Local 415.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:

- Class 1: Management employees not subject to a Collective Bargaining Agreement
- Class 2: Employees who are subject to a Collective Bargaining Agreement
- Class 3: Retired Members under age 65

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date on which an enrollment form was completed by the Member and received in the Employer's Human Resources office. The enrollment form must be received within 30 days of the date the employee became a Member.

Evidence of Insurability:

Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of Guarantee Issue Amount of \$70,000.

PREMIUM CONTRIBUTIONS

Life Insurance:

- Plan 1: Noncontributory
- Plan 2: Contributory
- AD&D Insurance: Noncontributory

*\* supp. is contributory*

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

You may be insured under Plan 1 and any one option of Plan 2 at any one time.

Plan 1 (basic):

Class 1: \$50,000

Class 2 and 3: \$25,000

Plan 2 (additional):

You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$150,000.

The Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

#### SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:

Class 1: The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Class 2: \$50,000

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Class 3: Not applicable

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

Air Bag Benefit:

The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

Career Adjustment Benefit:

The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit:

The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Higher Education Benefit:

The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%



- |  |      |
|--|------|
| b. One hand, one foot or<br>sight of one eye       | 50%  |
| c. Two or more of the Losses listed<br>in b. above | 100% |

**No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.**

### REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life and AD&D Insurance:

Class 1 and 2:

Age	Percentage
70 and over	50%

Class 3: Not applicable

### OTHER BENEFITS

Waiver Of Premium:	Class 1 and 2: Yes Class 3: No
Accelerated Benefit:	Class 1 and 2: Yes Class 3: No

### OTHER PROVISIONS

Limits on Right To Convert if  
Group Policy terminates  
or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$2,000

Suicide Exclusion:

Applies to:

- a. Plan 2 Life Insurance
- b. AD&D Insurance

Leave Of Absence Period:

60 days

Strike Continuation:

Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.

Insurance Eligible For Portability:

For you:

Life Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
AD&D Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

Earnings Period for Commissions  
(see **Definitions**): The preceding 12 calendar months.

## LIFE INSURANCE

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

### C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

##### a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

##### b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

#### 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

### D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

### E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the

Prior Plan.

2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

- a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

- b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are eligible for benefits as a retired Member; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of a temporary layoff.

- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

(REPAI\_SUIC PART) LLLF.CA.2X

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which:

- 1. Is caused solely and directly by an accident;
- 2. Occurs independently of all other causes; and
- 3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint. With respect to sight, Loss means entire and irrecoverable loss of sight.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and

any substantial armed conflict between organized forces of a military nature.

2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

#### F. Additional AD&D Benefits

##### Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

##### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

##### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

#### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### G. Becoming Insured For AD&D Insurance

##### 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

##### 2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

##### a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.

(FB NO DEP REQD\_ALCOHL EXCL\_SEAT AIR COMBO) LIAD OT.3

### ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LIAD OT.3

### PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert and Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.



4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

#### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

#### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

(WITH ADAD REF) LI.TP.OT.1

### **STRIKE CONTINUATION**

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
2. You must pay the entire premium for your insurance, including the Employer's share, if any, to your Employer on or before each Premium Due Date.
3. The premiums for your insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
4. Insurance continued under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
  - b. The date you have been absent from Active Work for 6 months.
  - c. On the date you begin full-time employment with another employer.

- d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue insurance under this provision make the required premium payment to the Employer.

LI SK 01.1

## WAIVER OF PREMIUM

### A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

### C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

### E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
4. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
  - a. The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60 TERMS 65) LI.WP.OT.2

## **ACCELERATED BENEFIT**

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

#### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LIAB.01.1

## RIGHT TO CONVERT

#### A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

## B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.
5. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

## C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

However, if your Insurance ends or is reduced because of termination or amendment of the Group Policy, the limitations in 1 and 2 above will not apply to you provided that:

1. You are Totally Disabled on the date of such termination or reduction of your Insurance; and
2. You are not covered under a Waiver of Premium Benefit.

## D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

## E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LIRC.CA.1

## CLAIMS

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the

standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG) II.CI.OT.5

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

II.AS.OT.1

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### **A. Payment Of Benefits**

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. AD&D Insurance benefits payable because of the death of your Dependent.
  - b. Dependents Life Insurance benefits.
  - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
  - d. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of your Spouse.
  - b. The parents of your Spouse.
  - c. The brothers and sisters of your Spouse.
  - d. Your estate.
6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.



The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing.

Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse.
2. Your children.
3. Your parents.

4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB\_REPAT\_25K SSA/LUMP/INSTL) LI.BB.OT.4

### **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.01.1

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.LL.01.1

### **INCONTESTABILITY PROVISIONS**

#### **A. Incontestability Of Insurance**

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

#### **B. Incontestability Of Group Policy**

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.01.2

### **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

#### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance otherwise validly in force.
3. Continue insurance otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

## TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

## DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). However,

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

1. Your ordinary income (loss) from trade or business activity(ies).
2. Your guaranteed payments, if you are a Partner.

3. Your net profit from business.
4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

**B. All Other Members**

Annual Earnings includes:

1. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
2. Shift differential pay.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Any other extra compensation.

**C. All Members**

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
  - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
  - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home;

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and

2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

(K1\_REG WITH COM) LI.DF.01.5

ALIC99X

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 08-29**

---



**ATTACHMENT D**

**CURRENT PREMIUM RATES & SEVEN-YEAR EXPERIENCE**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## ATTACHMENT D

### CURRENT PREMIUM RATE AND EXPERIENCE

<b>EMPLOYER PAID NON-CONTRIBUTORY (\$1,000)</b>		<b>EMPLOYEE PAID CONTRIBUTORY (RATE FOR EACH \$1,000 OF SUPPLEMENTAL LIFE INSURANCE)</b>	
<b><u>BASIC BENEFIT</u></b>		<b><u>SUPPLEMENTAL LIFE</u></b>	
<b>LIFE</b>	<b>AD&amp;D</b>	<b>Under 30</b>	<b>\$ 0.09</b>
<b>\$ 0.31</b>	<b>\$ 0.04</b>	<b>30 – 34</b>	<b>0.10</b>
		<b>35 – 39</b>	<b>0.12</b>
		<b>40 – 44</b>	<b>0.20</b>
		<b>45 - 49</b>	<b>0.34</b>
		<b>50 – 54</b>	<b>0.55</b>
		<b>55 – 59</b>	<b>0.90</b>
		<b>60 – 64</b>	<b>1.12</b>
		<b>65 – 69</b>	<b>1.76</b>
		<b>70 - 74</b>	<b>3.08</b>
		<b>75+</b>	<b>11.784</b>
<b><u>VOLUNTARY AD&amp;D</u></b>			
<b>\$ 0.036 PER \$1,000</b>			

### SEVEN-YEAR EXPERIENCE HISTORY

#### LIFE OR AD&D BENEFIT

<b><u>DATE PAID</u></b>	<b><u>DATE OF BIRTH</u></b>	<b><u>SEX</u></b>	<b><u>BASIC AMOUNT</u></b>	<b><u>SUPPL. LIFE AMOUNT</u></b>
12/5/01	9/17/44	M	\$ 25,000	
1/18/02	4/14/51	M	\$ 25,000	
2/8/02	7/30/53	M	\$ 25,000	
4/8/02	10/28/46	M	\$ 25,000	
4/25/02	12/2/56	M	\$ 25,000	
11/26/02	7/29/42	M	\$ 50,000	
7/9/03	6/18/50	M	\$ 25,000	
7/9/03	9/18/60	M	\$ 25,000	\$ 150,000
8/28/03	2/8/40	F	\$ 25,000	
7/03/05	12/09/45	M	\$ 25,000	
No claims paid for calendar years 2006 and 2007				





**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ADDENDUM NO. 1**

**REQUEST FOR PROPOSALS (RFP) No. 08-29**

**FOR EMPLOYEE LIFE AND ACCIDENTAL  
DEATH & DISMEMBERMENT INSURANCE**

May 30, 2008

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal. The purpose of this addendum is to provide additional information requested.

1. Question: Do you have a separate voluntary AD&D benefit booklet?  
*Answer: See Attachment E attached to this addendum.*
2. Question: Do you have a census of the employees that have elected voluntary life and AD&D insurance?  
*Answer: See Attachment F attached to this addendum.*

The deadline to submit a proposal remains Monday, June 16, 2008, 5:00 p.m.

Lloyd Longnecker  
Purchasing Agent

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 08-29**

---



**ATTACHMENT E**

**VOLUNTARY ACCIDENTAL DEATH  
AND DISMEMBERMENT BOOKLET**

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

*People. Not Just Policies*®

## GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

Policyowner: Santa Cruz Metropolitan Transit District  
Policy Number: 643297-B  
Effective Date: August 1, 2004

The consideration for this Group Policy is the application of the Policyowner and the payment by the Policyowner of premiums as provided herein.

Subject to the **Policyowner Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyowner's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type

STANDARD INSURANCE COMPANY

By



President



Secretary

GP190-ADD/S399

## Table of Contents

COVERAGE FEATURES .....	10
GENERAL POLICY INFORMATION .....	10
BECOMING INSURED.....	10
PREMIUM CONTRIBUTIONS .....	10
SCHEDULE OF AD&D INSURANCE .....	11
REDUCTIONS IN INSURANCE .....	11
OTHER PROVISIONS .....	11
PREMIUM RATES AND RENEWALS .....	11
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	13
WHEN AD&D INSURANCE BECOMES EFFECTIVE .....	14
STRIKE CONTINUATION .....	15
REINSTATEMENT OF INSURANCE .....	15
CLAIMS .....	16
ASSIGNMENT .....	17
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	17
ALLOCATION OF AUTHORITY.....	19
TIME LIMITS ON LEGAL ACTIONS .....	19
INCONTESTABILITY PROVISIONS.....	20
DEFINITIONS.....	20
POLICYOWNER PROVISIONS.....	21

## Index of Defined Terms

AD&D Insurance, 20  
Annual Earnings, 20

Beneficiary, 18

Child, 20  
Class Definition, 10

Dependent, 20  
Disabled Child, 21

Eligibility Waiting Period, 21  
Employer(s), 10

Grace Period, 12  
Group Policy, 21  
Group Policy Effective Date, 10  
Group Policy Number, 10

Initial Rate Guarantee Period, 12

Member, 10  
Minimum Participation Number, 12

Notice Of Rate Change, 12

Policyowner, 10  
Pregnancy, 21  
Premium Due Dates, 12  
Premium Rates, 11  
Proof Of Loss, 16

Recipient, 18

Sickness, 21  
Spouse, 21

## COVERAGE FEATURES

This section contains many of the features of your voluntary accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

---

### GENERAL POLICY INFORMATION

Group Policy Number: 643297-B  
Policyowner: Santa Cruz Metropolitan Transit District  
Employer(s): Santa Cruz Metropolitan Transit District  
Group Policy Effective Date: August 1, 2004  
State of Issue: California

---

### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; (c) Apply in writing for insurance; and (d) Agree to pay premiums. See **When AD&D Insurance Becomes Effective**.

Definition of Member: You are a Member if you are:

1. An active employee of the Employer; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or
2. A full time member of the armed forces of any country.

Class Definition: None

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date on which an enrollment form was completed by the Member and received in the Employer's Human Resources office. The enrollment form must be received within 30 days of the date the employee became a Member.

---

### PREMIUM CONTRIBUTIONS

Insurance is: Contributory

---

## SCHEDULE OF AD&D INSURANCE

You may apply for AD&D Insurance in multiples of \$25,000, from \$25,000 to \$500,000

You may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is equal to a percentage of your AD&D Insurance, as follows:

Spouse only:	50%
Children only:	10% for each Child, not to exceed \$25,000
Spouse and Children:	40% for your Spouse 5% for each Child

The amount payable for certain Losses will differ. See **Accidental Death and Dismemberment Insurance**, C. Amount Payable.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance payable for loss of life.

---

## REDUCTIONS IN INSURANCE

If you have reached an age shown below, the amount of AD&D Insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below.

Age	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 through 89	20%
90 through 94	15%
95 or over	10%

---

## OTHER PROVISIONS

Strike Continuation:	Yes. The Strike Continuation premium percentage is 120% of the Premium Rate
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
Benefit for loss due to exposure:	Yes
Benefit for disappearance:	Yes
Benefit for loss of speech or hearing:	Yes
Benefit for loss of thumb and index finger of same hand:	Yes

---

## PREMIUM RATES AND RENEWALS

Premium Rates

Member only:	\$0.036 monthly per \$1,000 of Member's AD&D Insurance.
Member and Dependents:	\$ 054 monthly per \$1,000 of Member's AD&D Insurance.
Premium Due Dates:	August 1, 2004 and the first day of each calendar month thereafter.
Grace Period:	31 days
Initial Rate Guarantee Period:	August 1, 2004 to August 1, 2006
Notice Of Rate Change:	90 days
Minimum Participation Number:	10 insured Members



## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If a person has an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof of Loss.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing or thumb and index finger of same hand which:

1. Is caused solely and directly by an accident or exposure to the natural elements;
2. Occurs independently of all other causes; and
3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint

With respect to sight, Loss means entire and irrecoverable loss of sight.

With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

### C. Amount Payable

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident (see **Coverage Features**). The percentage is shown below.

Loss:	Percentage
Life	100%
One hand, one foot, or sight of one eye, speech or hearing	50%
Two or more of the above Losses	100%
Disappearance	100%
Thumb and Index finger of same hand	25%

No more than 100% of the amount of AD&D Insurance in effect on an insured person will be paid for all Losses incurred by that person as a result of one accident.

If you or your Dependent disappear as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died.

The benefit for loss of thumb and index finger will not be paid if benefits are payable for Loss of that entire hand.

### D. Changes In AD&D Insurance

An elective change in AD&D Insurance becomes effective on the date you complete and sign a new enrollment card.

A change in AD&D Insurance because of a change in age becomes effective on the first day of the calendar month coinciding with or next following the date of change in age.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 8 below.

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will apply only to:
  - a. A pilot or crew member of the aircraft; or
  - b. A passenger in an aircraft operated by or for the Employer.

VA IC.15

F. Seat Belt Benefit

See the **Coverage Features** for the amount of the Seat Belt Benefit.

We will pay a Seat Belt Benefit if:

1. You or your Dependent dies as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
2. You or your Dependent was wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

VA SB.02

**WHEN AD&D INSURANCE BECOMES EFFECTIVE**

A. Your AD&D Insurance

Your AD&D Insurance becomes effective on:

1. The date you become eligible, if you apply on or before that date; or
2. The date you apply, if you apply after you become eligible.

B. AD&D Insurance For Your Dependents

AD&D Insurance for your Dependents becomes effective on the later of:

1. The date you apply for AD&D Insurance for your Dependents; and
2. The date your AD&D Insurance becomes effective.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

VA EF.01

### **STRIKE CONTINUATION**

Insurance may be continued for up to 6 months while you are absent from performing the material duties of your own occupation at your Employer's usual place of business because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
2. You must pay the entire premium for your Insurance, including the Employer's share, if any, to your Employer on or before each Premium Due Date.
3. The premiums for your Insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
4. Insurance continued under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date
  - b. The date you have been absent from performing the material duties of your own occupation at your Employer's usual place of business for 6 months.
  - c. On the date you begin full-time employment with another employer.
  - d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue Insurance under this provision make the required premium payment to the Employer.

VA SK 01

### **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

VA RE.01

## CLAIMS

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us

### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### C. Proof Of Loss

Proof Of Loss means written proof that a Loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss.

### D. Investigation Of Claim

We may have you or your Dependents examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law

### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support the claim.
- d. Information concerning the claimant's right to a review of our decision.

- e. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA, if the claim is denied on review.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- d. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

VA CL 12

### **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

VA AS 01

### **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

#### A. Payment of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

Benefits payable because of the death of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. The children of the Dependent.

2. The parents of the Dependent.
3. Your estate

Dismemberment benefits will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

#### B Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyowner or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyowner or Employer.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate

#### E. Methods of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

##### 1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum

##### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;

- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree

To the extent permitted by law, the amount payable to a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

VA BB 01

### **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Your eligibility for insurance;
  - b. Your entitlement to benefits;
  - c. The amount of benefits payable;
  - d. The sufficiency and the amount of information we may reasonably require to determine a, b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

VA AL 01

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof of Loss; and
- 2. The time within which Proof of Loss is required to be given.

VA TL 01

## INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After the insured's insurance has been in effect for two years, we will not use a misrepresentation to reduce or deny a claim, unless it was a fraudulent misrepresentation.

### B. Incontestability Of Group Policy

Any statement made by the Policyowner to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyowner a copy of a written instrument signed by the Policyowner which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations

VA IN 01

## DEFINITIONS

AD&D Insurance means your accidental death and dismemberment insurance under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:



1. Bonuses.
2. Overtime pay.
3. Commissions.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means your unmarried child from live birth until age 21 (age 25 if a registered student in full time attendance at an accredited educational institution). Child includes a stepchild living in your home and an adopted child.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Disabled Child means your unmarried child who, on and after the date on which AD&D Insurance would end because of the child's age, is continuously:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Disabled Child includes your unmarried child over age 20 (or over age 24 and a registered student in full-time attendance at an accredited educational institution) who:

- a. On the day before the effective date of your Employer's coverage under the Group Policy was insured under the Prior Plan; and
- b. On and after the effective date of your Employer's coverage under the Group Policy continuously meets the requirements of 1 and 2 above.

You must give us proof of Disabled Child status on our forms and within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is a Disabled Child on that date. At reasonable intervals thereafter, we may require further proof, and have your Disabled Child examined at our expense.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Group Policy means the group voluntary accidental death and dismemberment insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married.

VADF01

## **POLICYOWNER PROVISIONS**

### **A. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyowner determines the amount, if any, of each Member's contribution toward the cost of insurance.

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations;
2. The number of insured Members changes by 25% or more; or
3. We and the Policyowner mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyowner. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12-month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyowner is liable for premium for insurance during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyowner may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyowner has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyowner showing the coverage under the Group Policy. The Policyowner will distribute a certificate to each insured Member.

I. Records And Reports

The Policyowner or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Group Policy.

Clerical error by the Policyowner or Employer will not:

1. Cause a person to become insured;
2. Invalidate insurance otherwise validly in force; or
3. Continue insurance otherwise validly terminated.

J. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

K. Entire Contract, Changes

The Group Policy and the application of the Policyowner constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyowner for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

L. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

VA PO 20

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

---

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

**District RFP No. 08-29**

---



**ATTACHMENT F**

**CENSUS OF EMPLOYEES THAT HAVE ELECTED  
VOLUNTARY LIFE AND AD&D INSURANCE**

**Santa Cruz Metropolitan Transit District**  
**Voluntary Life and and AD&D Census Data as of May 29, 2008**

Emp #	Date of Birth	Age	Gender	Barg. Unit	Life Volume	AD&D Volume
865	1/14/1987	21	M	UTU	70,000	150,000
832	8/26/1984	23	M	SEIU	10,000	50,000
787	2/14/1979	29	M	UTU		100,000
782	5/21/1978	30	M	UTU	50,000	
819	6/29/1973	34	M	UTU	70,000	
769	1/9/1973	35	M	UTU	70,000	
815	4/20/1970	38	M	SEIU	70,000	150,000
842	3/9/1970	38	M	UTU	20,000	
496	2/29/1968	40	M	UTU	20,000	
764	9/24/1966	41	M	UTU	70,000	
835	8/3/1964	43	M	UTU	70,000	
821	11/29/1964	43	M	UTU	70,000	
811	11/6/1964	43	M	UTU	150,000	150,000
843	6/2/1963	44	M	UTU	70,000	150,000
600	5/18/1964	44	M	UTU	150,000	
130	6/11/1961	46	M	UTU	150,000	
839	11/1/1960	47	M	UTU	70,000	150,000
258	8/29/1960	47	M	UTU	100,000	
546	4/18/1960	48	M	SEIU	70,000	
369	10/13/1959	48	M	UTU	150,000	
566	2/3/1960	48	M	UTU	70,000	
762	12/19/1959	48	M	UTU	50,000	
413	10/15/1959	48	M	UTU	50,000	
60	2/25/1960	48	M	SEIU	80,000	
145	9/1/1959	48	M	SEIU	40,000	100,000
611	3/15/1960	48	M	SEIU	20,000	
382	4/4/1959	49	M	SEIU	150,000	
216	6/8/1957	50	M	UTU	50,000	
638	7/25/1957	50	M	UTU	80,000	
548	8/5/1956	51	M	SEIU	40,000	
262	2/12/1957	51	M	SEIU		50,000
536	11/2/1955	52	M	SEIU	70,000	
41	10/1/1955	52	M	MGMT	70,000	
562	9/30/1955	52	M	UTU	150,000	150,000
193	7/16/1955	52	M	SEIU		50,000
163	12/20/1954	53	M	UTU	150,000	
792	9/20/1954	53	M	UTU	50,000	
702	5/24/1955	53	M	SEIU	70,000	
198	1/29/1953	55	M	UTU	20,000	
111	1/8/1952	56	M	UTU	20,000	

**Santa Cruz Metropolitan Transit District  
Voluntary Life and and AD&D Census Data as of May 29, 2008**

Emp #	Date of Birth	Age	Gender	Barg. Unit	Life Volume	AD&D Volume
866	8/11/1951	56	M	SEIU		150,000
13	10/31/1950	57	M	UTU	20,000	
834	6/20/1950	57	M	UTU	20,000	
577	10/20/1950	58	M	UTU	70,000	
649	11/19/1949	58	M	SEIU		100,000
299	11/1/1949	58	M	MGMT	20,000	100,000
790	1/31/1949	59	M	UTU	50,000	
489	3/19/1949	59	M	UTU	70,000	150,000
788	9/9/1948	60	M	UTU		150,000
628	6/18/1944	64	M	SEIU	50,000	
428	3/16/1943	65	M	SEIU	10,000	
575	9/22/1970	67	M	UTU	20,000	150,000
722	12/8/1961	46	F	SEIU	50,000	50,000
650	6/24/1961	46	F	MGMT		150,000
858	6/7/1970	37	F	SEIU	30,000	50,000
794	7/18/1970	38	F	SEIU	20,000	
587	11/25/1967	40	F	SEIU	70,000	150,000
639	1/29/1968	40	F	UTU	10,000	50,000
845	7/28/1965	42	F	MGMT	70,000	
775	4/6/1966	42	F	SEIU	70,000	100,000
573	8/30/1965	42	F	SEIU	70,000	
805	5/13/1964	44	F	SEIU	50,000	150,000
565	3/13/1964	44	F	UTU	150,000	150,000
635	8/10/1962	45	F	SEIU	70,000	50,000
578	12/3/1962	45	F	UTU	30,000	150,000
848	2/5/1962	46	F	MGMT	50,000	
871	3/26/1961	47	F	UTU	20,000	100,000
856	8/7/1959	48	F	UTU	20,000	
844	7/8/1954	53	F	UTU	70,000	150,000
723	7/25/1955	53	F	UTU		150,000
770	6/16/1950	58	F	UTU	50,000	50,000
696	3/18/1946	62	F	SEIU	50,000	150,000

Total Volume

4,010,000

3,700,000

Response to  
**Santa Cruz Metropolitan  
Transit District**

Request for Proposal  
08-29

For

**Employee Life and Accidental Death and  
Dismemberment Insurance**

**June 13, 2008**

The logo for Alliant, featuring a stylized arrowhead pointing to the left, followed by the word "Alliant" in a bold, italicized, sans-serif font.

## **Table of Contents**

---

<b>Section 1</b>	<b>Cover Letter</b>
<b>Section 2</b>	<b>Qualifications of the Firm</b>
<b>Section 3</b>	<b>Highlights of Insurance Program Offered</b>
<b>Section 4</b>	<b>Cost Proposal – All Quotes/Prices</b>
<b>Section 5</b>	<b>Required Proposal Documents</b>
<b>Section 6</b>	<b>Acknowledgement of Any Addenda</b>
<b>Section 7</b>	<b>Exceptions</b>





DRIVER SPECIALTY GROUP

June 13, 2008

Mr. Lloyd Longnecker  
Santa Cruz Metropolitan Transit District  
Purchasing Office  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060

Dear Mr. Longnecker:

Thank you for the opportunity for Alliant Insurance Services to respond to the Request for Proposal for Employee Life and Accidental Death & Dismemberment Insurance for Santa Cruz Metropolitan Transit District. We are in receipt of Addendum No. 1 and appreciate your assistance in providing this additional information. We are excited about the opportunity to work with you to achieve your employee benefit goals.

As California's largest public agency consultant and benefits broker for over 300 public entities, Alliant Insurance Services is uniquely positioned to respond to your needs as outlined in your Request for Proposal.

#### **Proven Track Record**

- Alliant is dedicated to servicing the needs of the Public Sector
- Alliant has created purchasing pools to provide lower cost options to their clients.
- The Cost Proposal in Alliant's response to this Request for Proposal includes a full marketing that provides Santa Cruz Metropolitan District with options available from the market, as well as through purchasing pools.

#### **Dedicated Service Team**

Santa Cruz Metropolitan Transit District will have a dedicated service team made up of professionals with a diverse background and proven performance track record. The attached proposal clearly outlines your Alliant team that will support you and the work plan to be executed by each team member.

We are very excited about the opportunity to work with the Santa Cruz Metropolitan Transit District. We are interested in developing a highly effective and strong relationship with you and look forward to the opportunity to work with you and your members.

If you have any questions, please feel free to contact me at (415) 403-1462.

Sincerely,

Christine Kerns  
Vice President

## Section 1: Executive Summary

---

At Alliant, we have a proven track record of working with more public agencies and JPAs than any other consultant in California. We understand that you have a need to maintain your existing level of benefits, while providing cost savings for both your agency and for your employees. We've used our expertise, proven track record, and experience to create solutions that best fit the needs of public entities.

Alliant is uniquely qualified to serve as your benefits broker. Our specialization allows us to help you achieve:

- ♦ **Cost Reduction.** With over \$1.2 billion in annual premium, we are able to negotiate from a very strong position with the carriers. Alliant's negotiating power provides you and your employees with cost saving opportunities.
- ♦ **Alliant Programs.** At Alliant we leverage our size and expertise in the public sector to create exclusive programs that are designed specifically for cities, special districts, schools, and counties. These Ancillary benefits programs provide you with lower costs, while matching your current benefit offerings.
- ♦ **Long Term Stability.** With over 20 years of experience, we have developed solutions and programs that give our clients greater stability over the long term. We have been successful at providing multiple year rate guarantees, as well as rate caps for our clients.
- ♦ **Meaningful Choice.** Alliant has worked to create innovative solutions. We go through a custom process with each client so that we can understand your specific goals and define the choices that make sense for you.

We believe we can make a positive difference for ***Santa Cruz Metropolitan Transit District*** and your employees. Alliant is excited about the opportunity to work with ***Santa Cruz Metropolitan Transit District***. We understand your commitment to providing comprehensive, high quality and cost-effective benefit plans and programs that provide optimum value. We look forward to developing a partnership with ***Santa Cruz Metropolitan Transit District*** and working together to achieve your goals and objectives.

## **Section 2: Qualifications of the Firm**

---

Alliant Insurance Services, Inc. was established in San Diego in 1925 as the Robert F. Driver Company. Alliant began working in the employee benefits field in 1971 and entered the public entity insurance sector in 1977. In 2001 the acquisition of Robert F. Driver by Alliant Resources Group has enhanced our ability to provide a full spectrum of professional insurance services to our public agency clients.

Alliant Insurance Services, Inc. today ranks among the 12 largest insurance brokerage firms in the United States and the third largest in California. Alliant has more than 700 employees in fourteen offices throughout California.

Alliant offers specialized expertise in designing and supporting benefit programs on behalf of schools, cities, counties, hospitals, construction firms and employee associations ranging in size from 100 to 60,000 employees. We provide consulting and brokerage services that range from complete plan redesign and implementation to facilitation of labor management consensus and changes in benefit plans. We have developed financial forecasts, managed actuarial and legal reviews, arranged for nurse help lines, negotiated directly with providers, compared PPO networks, developed flexible benefit plan options, arranged smoking cessation programs, contracted for health newsletters, written sections of MOU's and coordinated many other projects on behalf of our clients.

Alliant is the largest public entity broker in California and brings to **SCMTD** the experience gained from working with many of California's public entities. We have over 1,000 public entity clients, including many cities, counties, special districts, community college districts, and K-12 public schools, as either individual clients and/or as clients through our relationship with Joint Powers Authorities. Our extensive public entity client list keeps us focused in a proactive manner to solve issues that are unique to public entities. Our experience in leveraging our size and expertise in working with public agencies has helped our clients realize cost reductions with greater long-term stability.

Alliant has developed customized insurance/risk management programs for our Public Agency clients. These programs have attracted the following client base for Alliant:

- 54 of the 58 Counties
- Over 300 Cities
- Over 300 School districts
- Over 200 Special districts
- Over 100 Hospitals

Alliant's San Francisco Public Entity Benefits Team will manage the **Santa Cruz Metropolitan Transit District**.

Alliant provides an independent consulting approach. We believe in presenting our program options, as well as the independent market place. This allows us to present the best scenario possible for you and your employees.

## Section 2: Qualifications of the Firm

---

### ***Team dedicated to Santa Cruz Metropolitan Transit District***

#### **Christine Kerns** ***Vice President***

As the lead consultant, Christine will provide overall account management of all group insurance plans. She will have joint responsibility with Pency Lee and Cecilia Tsang for implementation of the benefits plan strategy, bidding processes, renewal presentations, and open enrollment meetings.

Christine will work directly with the ***Santa Cruz MTD*** to establish benefit programs that meet the goals and financial objectives of the District. Christine has experience leading public entities through insurance carrier changes, communications, consensus building and Benefits Committee development. She will review current plan designs and providers to determine potential areas of suggested benefit redesign and provider changes. She will be primarily responsible to leverage carriers for competitive rates and establish level of benefits.

Christine has 21 years of group insurance experience. Christine has extensive experience in client-centered marketing, sales and account management. Her background includes management roles at Kaiser, CIGNA Healthcare and PacifiCare. She started her career with a Third Party Administrator where she was responsible for group installations, system programming and account management.

Christine has a Bachelor's degree in Healthcare Administration from Auburn University.

#### **Pency Lee** ***Account Executive***

Pency will work with Christine in the day-to-day servicing of ***Santa Cruz MTD***. Pency will be responsible for the development of employee communication materials, review of master contracts, proactive communication of legislation that will affect the District's plan, and education of Payroll and Human Resources with plan benefits and administrative/billing procedures. She will also work closely with the carriers to make sure that plans run smoothly.

Pency has an extensive background within the employee benefit field with twenty years of industry experience. Before joining Alliant she was a senior account manager at a regional brokerage firm handling benefit plans in the corporate sector with clients such as Cost Plus, Electronic Arts, Mutual Insurance Company of Arizona, and PMI Mortgage. Pency's assets and resourcefulness are supplemented by the additional roles as an account manager with The Hartford and in employer benefit administration as a benefits manager for Esprit de Corp.

Pency has a Bachelor of Science from San Jose State University with a major emphasis in Behavioral Sciences.

## **Section 2: Qualifications of the Firm**

---

### **Cecilia H. Tsang** ***Benefits Analyst***

Cecilia joined Alliant Insurance Services, Inc. since November, 2006. She will work in conjunction with Christine Kerns and Pency Lee to develop and deliver strategic solutions to your employee benefits program. As a Benefits Analyst, Cecilia will also assist with plan administration, marketing, plan renewals, client inquiries, claim analysis and projection, the development and maintenance of service policies, and special projects. Cecilia's clients include both single-location and multiple-location employers with fully insured and self-insured arrangements. She is also adept at design and implementation of employee communications.

Cecilia has five years of benefits experience. Prior to joining Alliant, Cecilia started her career as an Account Service Consultant with WageWorks, Inc. before moving to Arthur J. Gallagher & Co. as a Benefit Analyst. This industry experience has provided Cecilia with a comprehensive knowledge and understanding of the design and implementation of benefit programs, client-needs assessment, as well as expertise in servicing existing and new plans to clients.

Cecilia graduated from the University of Michigan, Ann Arbor, with a Bachelor of Arts degree in Political Science.

## **Section 2: Qualifications of the Firm**

---

### **Alliant Public Entity Programs**

Alliant Insurance Services has leveraged its size and expertise in the public sector to create exclusive programs specifically for Cities, Counties, Schools and Special districts. These programs allow Alliant to offer lower costs while matching your current benefits offerings. The pricing quote included in this Response to Request for Proposal includes the Alliant Life and Disability program rate through the California Public Entity Insurance Authority (CPEIA). CPEIA is a sister JPA to California State Association of Counties - Excess Insurance Authority (CSAC-EIA). CSAC EIA and CPEIA together form the largest JPA in the world. Examples of Alliant public sector programs that are available to ***Santa Cruz Metropolitan Transit District*** are listed below:

- Life Insurance Programs
- Disability Programs
- Dental Programs
- Vision Programs
- EAP Programs
- Medical Programs

Alliant provides an independent consulting approach. We believe in presenting our program options, as well as the independent market place. This allows us to present the best scenario possible for you and your employees.

## **Section 3: Highlights of the Insurance Program Offered**

---

**Section 3** includes a summary cost analysis for all carriers that provided rate quotes for the Santa Cruz Metropolitan Transit District's Employee Life and Accidental Death and Dismemberment Insurance Coverage. Solicitations were requested from 10 different carriers for the Life/AD&D marketing: Aetna, Assurant, CIGNA, Hartford, CSAC-ING, Liberty Mutual, MetLife, Principal, Prudential, and Standard. We received all proposals except for Liberty Mutual, who declined to quote.

Aetna, Prudential, and ING provided the most competitive quotes. These carriers are able to match the in-force benefits, with Aetna providing an estimated of 21% in cost savings to the Basic Life/AD&D plans. Prudential and ING are providing estimated 12% and 8% in cost savings, respectively, to the Basic Life/AD&D plans.

For the Voluntary Life plan, Aetna, Prudential, and Hartford are matching the in-force benefits and rates. However, Hartford is waiving the Voluntary Life participation requirement, while Aetna and Prudential have different participation requirements.

ING and Aetna's rate quotes are guaranteed for 2 years, while Prudential's rate quotes are guaranteed for 3 years.

The original Voluntary AD&D proposal provided was not reflective of actual benefits. Voluntary AD&D exhibits included in this report reflect the correct actual benefits which match the Voluntary life benefits – with the exception of the benefit reductions.

We have asked each carrier to match the current benefit provisions; however, we would like to highlight the benefit differences from the carrier proposals:

### **Standard**

Basic Life/AD&D

- N/A, incumbent

Voluntary Life/AD&D

- N/A, incumbent

### **Aetna**

Basic Life/AD&D

- Same

Voluntary Life/AD&D

- Voluntary Life Participation Requirement of 25% of Eligible Employees
  - Current 20%

### **Prudential**

Basic Life/AD&D

- The Accelerated Death Benefit pays 80% up to the maximum benefit
  - Current 75%

Voluntary Life/AD&D

- Guarantee Issue Amount of \$150,000
  - Current \$70,000
- Voluntary Life Participation Requirement of Greater of 15 Employees or 20% of Eligible Employees
  - Current 20%

### **CSAC-ING**

Basic Life/AD&D

- Same

Voluntary Life/AD&D

- Voluntary Life Participation Requirement of 14% of Eligible Employees
  - Current 20%



## **Principal Financial**

### Basic Life/AD&D

- Portability is not included

### Voluntary Life/AD&D

- Guarantee Issue Amount of \$140,000 under Age 70, and \$10,000 over Age 70
  - Current \$70,000
- Voluntary Life Participation Requirement of Greater 10 Employees or 20% of Eligible Employees
  - Current 20%
- Voluntary AD&D plan provided by subsidiary of Principal (One Beacon Insurance)

## **Assurant**

### Basic Life/AD&D

- The Accelerated Death Benefit pays 80% up to the maximum benefit
  - Current 75%
- Portability is not included
- Seatbelt Rider is not included

### Voluntary Life/AD&D

- Minimum Benefit Amount of \$20,000
  - Current \$10,000
- Guarantee Issue Amount of \$150,000
  - Current \$70,000
- Voluntary Life/AD&D Benefit Reduction Schedules:
  - Age 70 - 67% of original benefit
  - Current 65% @ Age 70
- Seatbelt Rider is not included

## **Hartford**

### Basic Life/AD&D

- The Accelerated Death Benefit pays 80% up to the maximum benefit
  - Current 75%

### Voluntary Life/AD&D

- Voluntary Life Participation Requirement waived
  - Current 20%
- Seatbelt Rider is not included

## CIGNA

### Basic Life/AD&D

- Basic Life benefit of \$50,000 for Class 3
  - Current \$25,000
- Basic AD&D benefit of \$25,000 for Class 2
  - Current \$50,000
- Basic AD&D Benefit Reduction Schedule:
  - Age 65 - 65% of original benefit
    - Current N/A @ Age 65
  - Age 70 - 45% of original benefit
    - Current 50% @ Age 70
  - Age 75 - 30% of original benefit
    - Current 50% @ Age 75
  - Age 80 - 20% of original benefit
    - Current 50% @ Age 80
- The Accelerated Death Benefit pays 50% up to the maximum benefit
  - Current 75%
- Portability is not included

### Voluntary Life/AD&D

- Voluntary AD&D benefits provide up to a maximum of \$300,000 in increments of \$10,000
  - Current \$150,000
- Voluntary AD&D Benefit Reduction Schedule:
  - Age 65 - 65% of original benefit
    - Current N/A @ Age 65
  - Age 70 - 45% of original benefit
    - Current 65% @ Age 70
  - Age 75 - 30% of original benefit
    - Current 45% @ Age 75
  - Age 80 - 20% of original benefit
    - Current 30% @ Age 80

## **MetLife**

### Basic Life/AD&D

- Basic AD&D benefit of \$25,000 for Class 2
  - Current \$50,000
- Benefit Reduction starts at Age 65, with 65% reduction of original benefit
  - Current N/A @ Age 65
- The Accelerated Death Benefit pays 50% up to the maximum benefit
  - Current 75%
- Portability is not included

### Voluntary Life/AD&D

- Eligibility requires a minimum of 30 hours per week for all Active, Full-Time Employees
  - Current Full-Time employees working at least 20 hours per week
- Guarantee Issue of \$100,000
  - Current \$70,000
- Voluntary Life Participation Requirement of Greater 10 Employees or 25% of Eligible Employees
  - Current 20%

## **A. PROPOSER'S QUALIFICATIONS**

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

Alliant has reviewed and agrees.

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

- 1. Provide ninety (90) days written notice of proposed policy anniversary renewal rate changes.***

Alliant will work as the SCMTD's advocate in ensuring that the selected insurance carrier provides ninety (90) days written notice of proposed policy anniversary renewal rate changes.

- 2. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees not active at work on a new carrier's policy effective date.***

Alliant will work as the SCMTD's advocate during transition to ensure that no currently covered employee/retiree will lose coverage as result of a change in insurance carriers. We will ensure that employees currently on an approved leave of absence are included in the new carrier's eligibility system on the effective date.

**3. Provide a list of at least three (3) clients in California who could be contacted as references (public agencies preferred).**

<b>Name/Address/Contact</b>	<b>Employees</b>	<b>Services Provided</b>
Lynne Margolies City of Santa Rosa Santa Rosa, CA (707) 543-3029	1,000	Full Service broker and consulting services for all coverages. Client for 4 years.
Carmen Valdez City of Milpitas Milpitas, CA (408) 586-3086	500	Full Service broker and consulting services for all coverages. Client for 4 years.
Susan Freeman City of Alameda Alameda, CA (510) 747-4917	800	Full Service broker and consulting services for all coverages. Client for 4 years.

**4. Provide for a sixty-day written notice by policyholder to cancel policy.**

Alliant will ensure that the SCMTD is able under contract with the insurance carrier to provide a sixty day written notice to cancel policy.

**5. Provide a description or samples of monthly list billing statements and administration manual.**

Alliant will ensure that the selected insurance carrier will provide samples of monthly list billing statements and administration manuals.

**6. Allow for the effective dates of coverage for new employees to be determined as a result of union agreements with SCMTD.**

Alliant will ensure that the selected insurance carrier will allow for the effective dates of coverage for new employees to be determined as a result of the union agreements with SCMTD.

## Section 4: Quotes / Prices

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

#### Life/AD&D Marketing List

Carriers	Product(s)	Responses
Aetna	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive
Assurant	Basic Life/AD&D	Quoted - Competitive
	Voluntary Life	Quoted - Competitive
CIGNA	Basic Life/AD&D	Quoted - Uncompetitive
	Optional Life/AD&D	Quoted - Competitive
Hartford	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive
ING (CSAC)	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive
Liberty Mutual	Basic Life/AD&D	Declined - Unable to provide a quote for the Retirees
	Optional Life/AD&D	Declined - Unable to provide a quote for the Retirees
MetLife	Basic Life/AD&D	Quoted - Uncompetitive
	Optional Life/AD&D	Quoted - Uncompetitive
Principal Financial	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive
Prudential	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive
Standard	Basic Life/AD&D	Quoted - Competitive
	Optional Life/AD&D	Quoted - Competitive

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**BASIC LIFE AND AD&D MARKETING RESULTS**  
 Effective Date: August 1, 2008

Basic Life and AD&D	STANDARD CURRENT & RENEWAL	STANDARD PROPOSED	AETNA PROPOSED	PRUDENTIAL PROPOSED	CSAC-ING PROPOSED	PRINCIPAL FINANCIAL PROPOSED	HARTFORD PROPOSED	ASSURANT PROPOSED	CIGNA PROPOSED	METLIFE PROPOSED
Eligibility	Class 1 Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement	Management Employees not subject to a Collective Bargaining Agreement
	Class 2 Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement	Employees who are subject to a Collective Bargaining Agreement
	Class 3 Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65	Retirees under Age 65
Basic Life Benefits	Class 1 \$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	Class 2 \$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
	Class 3 \$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Basic AD&D Benefits	Class 1 \$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	Class 2 \$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$25,000
	Class 3 Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Benefit Reduction Formula	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit	% of Original Benefit
Classes 1 & 2	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - N/A	Age 65 - 65% (AD&D Only)	Age 65 - 65%
	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50%	Age 70 - 50% (Life); 45% (AD&D)	Age 70 - 50%
	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50%	Age 75 - 50% (Life); 30% (AD&D)	Age 75 - 50%
	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50%	Age 80 - 50% (Life); 20% (AD&D)	Age 80 - 50%
Accelerated Death Benefit	75% up to max benefit	75% up to max benefit	75% up to max benefit	80% up to max benefit	75% up to max benefit	75% up to max benefit	80% up to max benefit	80% up to max benefit	50% up to max benefit	50% up to max benefit
Classes 1 & 2	Included	Included	Included	Included	Included	Not Included	Included	Not Included	Not Included	Not Included
Portability	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Conversion	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2	Included - Classes 1 & 2
Waiver of Premium	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Seat Belt Provision (AD&D)	Included	Included	Included	Included	Included	Included	Included	Not included	Included	Included
Air Bag Provision (AD&D)	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Rate Guarantee	Renews on 8/1/2010	2 Years	2 Years	3 Years	2 Years	2 Years	2 Years	2 Years	2 Years	2 Years
Basic Life Insurance Volume	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000	\$10,525,000
Basic Life Rate per \$1,000	\$0.31	\$0.31	\$0.24	\$0.250	\$0.28	\$0.28	\$0.31	\$0.29	\$0.383	\$0.439
Basic AD&D Insurance Volume	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000	\$16,100,000
Basic AD&D Rate per \$1,000	\$0.040	\$0.044	\$0.033	\$0.0495	\$0.040	\$0.040	\$0.022	\$0.066	\$0.0396	\$0.0363
MONTHLY PREMIUM	\$3,907	\$3,950	\$3,078	\$3,425	\$3,591	\$3,591	\$3,596	\$4,073	\$4,687	\$5,204
ANNUAL PREMIUM	\$46,881	\$47,401	\$36,940	\$41,101	\$43,092	\$43,092	\$43,151	\$48,873	\$55,998	\$62,446
ANNUAL DOLLAR CHANGE		\$520	(\$9,941)	(\$5,780)	(\$3,789)	(\$3,789)	(\$3,730)	\$1,992	\$9,117	\$15,565
ANNUAL PERCENTAGE CHANGE		1.1%	-21.2%	-12.3%	-8.1%	-8.1%	-8.0%	4.2%	19.4%	33.2%

\*Differences in the proposals as compared to the in-force benefits are highlighted in red



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

VOLUNTARY LIFE / AD&D MARKETING RESULTS

Effective Date: August 1, 2008

Voluntary Life/AD&D	STANDARD CURRENT & RENEWAL	STANDARD PROPOSED	AETNA PROPOSED	PRUDENTIAL PROPOSED	CSAC-ING PROPOSED	PRINCIPAL FINANCIAL PROPOSED	HARTFORD PROPOSED	ASSURANT PROPOSED	CIGNA PROPOSED	METLIFE PROPOSED				
Eligibility	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 20 hours per week	All Active, Full-Time employees working at least 30 hours per week				
Benefits														
Maximum	Increments of \$10,000 up to a maximum of \$150,000	Increments of \$10,000 up to a maximum of \$150,000	Increments of \$10,000 up to a maximum of \$150,000	Lesser of 5x Earnings or \$150,000	Increments of \$10,000 up to a maximum of \$150,000	Increments of \$10,000 up to a maximum of \$150,000	Increments of \$10,000 up to a maximum of \$150,000	Lesser of \$150,000 or 5x BAE	Increments of \$10,000 up to a maximum of \$150,000 (Life); Inc. of \$10,000 up to a maximum of \$300,000 (AD&D)	Lesser of \$150,000 or 5x BAE				
Minimum	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000	\$10,000	\$10,000				
Increments of:	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000				
Guaranteed Issue Amount	\$70,000	\$70,000	Lesser of 3x BAE or \$70,000	\$150,000	\$70,000	Under Age 70 - \$140,000; Over Age 70 - \$10,000	\$70,000	\$150,000	\$70,000	\$100,000				
Benefit Reduction (Voluntary Life)	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit		
	70	50%	70	50%	70	50%	70	50%	70	50%	70	50%		
	75	50%	75	50%	75	50%	75	50%	75	50%	75	50%		
	80	50%	80	50%	80	50%	80	50%	80	50%	80	50%		
Benefit Reduction (Voluntary AD&D)	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit	Age	% of Original Benefit		
	65	N/A	65	N/A	65	N/A	65	N/A	65	N/A	65	N/A		
	70	65%	70	65%	70	65%	70	65%	70	65%	70	65%		
	75	45%	75	45%	75	45%	75	45%	75	45%	75	45%		
80	30%	80	30%	80	30%	80	30%	80	30%	80	30%			
Waiver of Premium	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included				
Portability	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included				
Conversion	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included				
Seat Belt (AD&D)	Included	Included	Included	Included	Included	Included	Included	Not Included	Included	Included				
Rate Guarantee	2 Years	2 Years	2 Years	3 Years	2 Years	2 Years	2 Years	3 Years	2 Years	2 Years				
Voluntary Life Rate Structure	Non-Smoker Employee Rate	Smoker Employee Rate	Non-Smoker Employee Rate	Smoker Employee Rate	Non-Smoker Employee Rate	Smoker Employee Rate	Non-Smoker Employee Rate	Smoker Employee Rate	Non-Smoker Employee Rate	Smoker Employee Rate	Non-Smoker Employee Rate	Smoker Employee Rate		
Under age 20	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.09	\$0.09	\$0.10	\$0.10		
Age 20-24	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.09	\$0.09	\$0.10	\$0.10		
Age 25-29	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.088	\$0.088	\$0.09	\$0.09		
Age 30-34	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.10	\$0.11	\$0.11	\$0.11	\$0.11		
Age 35-39	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.12	\$0.13	\$0.13	\$0.13	\$0.13		
Age 40-44	\$0.20	\$0.20	\$0.22	\$0.22	\$0.22	\$0.22	\$0.20	\$0.20	\$0.22	\$0.22	\$0.22	\$0.22		
Age 45-49	\$0.34	\$0.34	\$0.37	\$0.37	\$0.37	\$0.37	\$0.34	\$0.34	\$0.37	\$0.37	\$0.37	\$0.37		
Age 50-54	\$0.55	\$0.55	\$0.61	\$0.61	\$0.61	\$0.61	\$0.55	\$0.55	\$0.61	\$0.61	\$0.61	\$0.61		
Age 55-59	\$0.90	\$0.90	\$0.99	\$0.99	\$0.99	\$0.99	\$0.90	\$0.90	\$0.99	\$0.99	\$0.99	\$0.99		
Age 60-64	\$1.12	\$1.12	\$1.23	\$1.23	\$1.23	\$1.23	\$1.12	\$1.12	\$1.23	\$1.23	\$1.23	\$1.23		
Age 65-69	\$1.76	\$1.76	\$1.94	\$1.94	\$1.94	\$1.94	\$1.76	\$1.76	\$1.94	\$1.94	\$1.94	\$1.94		
Age 70-74	\$3.08	\$3.08	\$3.39	\$3.39	\$3.39	\$3.39	\$3.08	\$3.08	\$3.39	\$3.39	\$3.39	\$3.39		
Age 75-99	\$11.784	\$11.784	\$12.962	\$12.962	\$12.962	\$12.962	\$3.08	\$3.08	\$12.962	\$12.962	\$3.08	\$3.08		
Voluntary AD&D EE Rate per \$1,000	\$0.036		\$0.040		\$0.040		\$0.039		\$0.022		\$0.0286 (Under 30); \$0.0572 (Ages 30 - 64); \$0.0858 (Over 65)		\$0.044	
Participation Requirement	20% of Eligible Employees	20% of Eligible Employees	25% of Eligible Employees	Greater of 15 Employees or 20% of Eligible Employees	14% of Eligible Employees	Greater of 10 Employees or 20% of Eligible Employees	None	Greater of 10 Employees or 20% of Eligible Employees	20% of Eligible Employees	Greater of 10 Employees or 25% of Eligible Employees				

\*Differences in the proposals as compared to the in-force benefits are highlighted in red  
 \*\*The Voluntary Life/AD&D contract provided by SCMTD for the quote request reflected the original plan design. Standard has provided the revised contract to show the matching of benefits for the Voluntary Life and AD&D plans  
 \*\*\*Voluntary AD&D plan is provided by Principal Financial's strategic partner - One Beacon Insurance





## **Section 5: Required Proposal Documents**

---

Alliant has reviewed all requirements outlined in the **Santa Cruz Metropolitan Transit District** Request for Proposal and agrees to comply as outlined below.

### **Part I – Instructions to Offerors**

Alliant has reviewed all instructions. This Response to Request for Proposal follows all instructions outlined.

### **Part II – General Information Form**

The General Information Form is included in Section 5 to this Response to Request for Proposal.

Additionally, the following forms are included in Section 5:

- Certification of Proposed Contractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion
- Lobbying Certification
- Buy America Provisions

### **Part III – Specifications for Employee Life and Accidental Death and Dismemberment Insurance Coverage**

Alliant's Response to this Request for Proposal complies with all specifications and processes outlined. Insurance Carrier rate quotes in **Section 4** include 10% of commissions in the premium costs.



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

- \_\_\_\_\_ **AETNA** \_\_\_\_\_
- \_\_\_\_\_ **ASSURANT** \_\_\_\_\_
- \_\_\_\_\_ **HARTFORD** \_\_\_\_\_
- \_\_\_\_\_ **ING (CSAC)** \_\_\_\_\_
- \_\_\_\_\_ **PRINCIPAL** \_\_\_\_\_
- \_\_\_\_\_ **PRUDENTIAL** \_\_\_\_\_
- \_\_\_\_\_ **STANDARD** \_\_\_\_\_

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor)           Alliant Insurance Services, Inc.           certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification

(Contractor)           Alliant Insurance Services, Inc.          , CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ ARE APPLICABLE THERETO



\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name           **Alliant Insurance Services, Inc.**          

Signature of Authorized Official           *Christine Kerns*          

Name and Title of Authorized Official           **Christine Kerns – Vice President**          

Date           **June 13, 2008**

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

Date: June 13, 2008  
Signature: *Christine Kerns*  
Company Name: Alliant Insurance Services, Inc.  
Title: Vice President

OR

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **Section 6: Acknowledgement of Any Addenda**

---

Alliant is in receipt of Addendum No. 1 and appreciated SCMTD's assistance in providing this additional information.

## Section 7: Exceptions

---

Alliant does not have any exceptions to SCMTD's terms and conditions.

The original Voluntary AD&D proposal provided was not reflective of actual benefits. Voluntary AD&D exhibits included in this report reflect the correct actual benefits which match the Voluntary life benefits – with the exception of the benefit reductions.



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF ACCEPTING THE FINANCIAL PROPOSAL FROM THE CENTRAL COAST ALLIANCE FOR HEALTH FOR THE PROVISION OF DIALYSIS TRANSPORTATION.**

## I. RECOMMENDED ACTION

**That the Board of Directors accept the financial proposal from the Central Coast Alliance for Health to provide supplemental funding to assist METRO in absorbing the cost of the provision of ParaCruz riders traveling to dialysis services that had been previously funded under the MediCal Program.**

## II. SUMMARY OF ISSUES

- On April 2, 2008 the Central Coast Alliance for Health (CCAH) notified MediCal recipients that it would no longer pay for certain types of transportation, specifically rides to dialysis services.
- The decision by CCAH affected those MediCal recipients that did not require cabulance levels of care for transportation.
- The CCAH was statutorily relieved of the responsibility for providing non-cabulance level rides for dialysis in changes to Title 22 that were implemented in 1999, yet elected to continue to provide this service until this year.
- In the notification to recipients the CCAH indicated that the dialysis rides would be discontinued effective May 2, 2008 and recipients were counseled to contact METRO and Community Bridges to secure alternate transportation sources.
- The modification of the transportation policy by CCAH affected recipients in both Monterey and Santa Cruz Counties and therefore additional transportation costs were shifted to both Monterey-Salinas Transit (MST) and METRO.
- On May 19, 2008 MST General Manager Carl Sedoryk and I met with Alan McKay from the CCAH regarding the funding implications of the shift in transportation responsibilities and the short notice given before the implementation of the change.
- On June 23, 2008 Carl Sedoryk sent a letter (attached) to Alan McKay on behalf of MST and METRO requesting financial assistance to offset some of the transportation transition costs.

12.1

- On July 7, 2008 Alan McKay responded to the letter from MST and METRO (attached) offering to provide \$78,094 in financial assistance to METRO for the transitioned dialysis rides in exchange for the necessary documentation of the provision of the rides. A similar offer was made to MST.
- It is recommended that the Board of Directors accept the financial assistance for the provision of dialysis rides offered by the CCAH and send a letter of appreciation to Alan McKay for his consideration of our request.

### **III. DISCUSSION**

On April 2, 2008 the Central Coast Alliance for Health (CCA) notified MediCal recipients that it would no longer pay for certain types of transportation, specifically rides to dialysis services. The decision by CCAH affected those MediCal recipients that did not require cabulance levels of care for transportation. The CCAH was statutorily relieved of the responsibility for providing non-cabulance level rides for dialysis in changes to Title 22 that were implemented in 1999, yet elected to continue to provide this service until this year when a combination of state funding cuts and a service provider cost proposal forced a reconsideration of the service.

In the notification to recipients the CCAH indicated that the dialysis rides would be discontinued effective May 2, 2008 and recipients were counseled to contact METRO and Community Bridges to secure alternate transportation sources. The modification of the transportation policy by CCAH affected recipients in both Monterey and Santa Cruz Counties and therefore additional transportation costs were shifted to both Monterey-Salinas Transit (MST) and METRO.

On May 19, 2008 MST General Manager Carl Sedoryk and I met with Alan McKay from the CCAH regarding the funding implications of the shift in transportation responsibilities and the short notice given before the implementation of the change. On June 23, 2008 Carl Sedoryk sent a letter to Alan McKay on behalf of MST and METRO requesting financial assistance to offset some of the transportation transition costs.

On July 7, 2008 Alan McKay responded to the letter from MST and METRO (attached) offering to provide \$78,094 in financial assistance to METRO for the transitioned dialysis rides in exchange for the necessary documentation of the provision of the rides. A similar offer was made to MST.

It is recommended that the Board of Directors accept the financial assistance for the provision of dialysis rides offered by the CCAH and send a letter of appreciation to Alan McKay for his consideration of our request.

### **IV. FINANCIAL CONSIDERATIONS**

The receipt of \$78,094 in funds will assist in offsetting the additional costs that METRO has experienced in the ParaCruz Division due to the additional dialysis ride requirements.

**V. ATTACHMENTS**

**Attachment A:** Letter to Alan McKay from Carl Sedoryk.

**Attachment B:** Letter from Alan McKay, CCAH

**MST**  
MONTEREY-SALINAS TRANSIT

JOINT POWERS AGENCY MEMBERS:

*City of Carmel-by-the-Sea • City of Del Rey Oaks • City of Marina • City of Monterey • City of Pacific Grove  
City of Salinas • City of Seaside • County of Monterey • City of Gonzales (ex. officio)*

June 23, 2008

Alan McKay  
Executive Director  
Central Coast Alliance for Health  
1600 Green Hills Road  
Scotts Valley CA 95066-9998

RE: Public Transit Reimbursement for  
Dialysis related trips

Dear Mr. McKay:

Effective May 2, 2008 the Central Coast Alliance for Health (The Alliance) discontinued providing transportation for all non-essential medical trips as defined by the Medi-Cal program's Title 22 criteria for medical necessity. This decision had an immediate impact on both Monterey-Salinas Transit (MST) and Santa Cruz Metropolitan Transit District (METRO) as Alliance clients who once qualified for free Medi-Cal transportation shifted their trips to both MST and METRO complimentary ADA services. MST and METRO experienced an immediate increase in costs and decreased operational performance as a direct result of this change in policy by the Alliance.

On May 19<sup>th</sup>, 2008 you met with me and Les White of Santa Cruz Metropolitan Transit District (METRO), to discuss the financial and operational impacts that the change in Alliance practices has made on our region's public transit operators. It was reported to you that the decision by the Alliance was influenced by the Governor's threatened budget cuts, and other cost concerns, but expressed concern about the negative impacts experienced by both MST and METRO clients. Both Les and I shared that transit too was being impacted by the Governor's budget proposal with MST losing \$2.9, and Metro losing \$4.0M.

At the close of our meeting you indicated that the Alliance would consider a proposal from MST and METRO to help ease the short term cost of transition for the public transit operators to absorb the medical trips that were formerly provided by the Alliance. Based on one month's worth of actual ridership history, MST has seen an increase of 39% of vehicle hours deployed during May 2008 over the previous year, and has seen an increase in dialysis-related trips increase by 300 trips per week. METRO has reported similar trip and cost increases.

If these trip levels continue throughout the year, MST estimates that it will experience an unbudgeted increase of \$350,000 for annual operations of our ADA and will require four additional vehicles totaling another \$246,000 capital investment. METRO reports a similar impact on their program.

Based on this information MST/METRO would like to make the following proposal based on what it believes to be the following points of fact.

It is the understanding of MST/METRO that the Alliance had an annual contract with MV Transportation, Inc. (MVTI) for approximately \$848,000 to provide dialysis related transportation and that the Alliance discontinued these services on May 1, 2008.

Some portion of the funds that the Alliance budgeted during its current fiscal year for client transportation services but were not spent for their budgeted purpose due to the Alliance's discontinuation of transportation services may be used to reimburse MST/METRO for their increased costs.

Based on this, MST/METRO propose that the Alliance reimburse both MST and METRO for increased costs through the end of the Alliance's current fiscal year ending 12/31/2008.

MST/METRO calculates that the Alliance avoided costs in excess of \$565,000 through the early termination of its agreement with MVTI, and proposes that a portion of these savings be passed along to the public transit operators to offset increased operational and capital costs that resulted from this decision.

MST and METRO agree that a fair distribution of these funds would have the Alliance retain \$200,000 of the anticipated savings from this fiscal year with MST and METRO sharing the remaining \$365,000 to be split 60%-40% respectively.

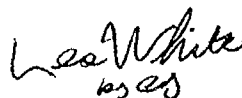
With this proposal the Alliance would realize continued savings in future fiscal years through the discontinuation of the transportation program, while MST and METRO would receive some amount of relief for the current fiscal year, and would have time to budget and plan for future year's cost increases.

Please contact me, or Les White directly to share your thoughts on this proposal.

Sincerely,

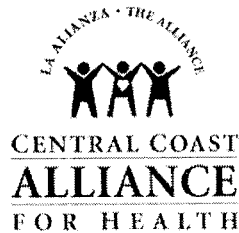


Carl Sedoryk  
General Manager / CEO  
Monterey-Salinas Transit



Les White  
General Manager  
Santa Cruz Metropolitan Transit District

12.a2



1600 Green Hills Road, Suite 101 • Scotts Valley, CA 95066 • (831) 430-5500  
1000 S. Main St., Suite 313 • Salinas, CA 93901 • (831) 755-8220

---

July 7, 2008

Mr. Carl G. Sedoryk  
General Manager/CEO  
Monterey-Salinas Transit  
One Ryan Ranch Road  
Monterey, CA 93940-5795

Mr. Leslie R. White  
General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, Ca 95060

RE: AGREEMENT RELATED TO DIALYSIS RIDE TRANSITION

Dear Mr. Sedoryk and Mr. White:

Thank you for your letter of June 23<sup>rd</sup> summarizing our discussions of transportation cost issues, and your proposal that the Alliance assist with the short term cost of the transition to public transit operators of some non-emergency medical transportation rides to dialysis treatment that do not meet Medi-Cal Title 22 criteria, that were previously funded by the Alliance. As I indicated in our meeting on May 19<sup>th</sup>, the Alliance wants a partnership with your organizations in serving our members, and wants to respond to your concerns regarding this transition.

The Alliance previously funded dialysis rides for all our Medi-Cal members even after the State Medi-Cal program restricted such rides to Medi-Cal Title 22 criteria in 1999. Our research indicates that in the ensuing years the public transit operators in all other California counties provided certain dialysis related rides that were not Medi-Cal benefits, except that the Alliance continued to pay for such rides. We estimate that the Alliance's cumulative subsidy of public transit during that period was approximately \$12M in Santa Cruz and Monterey counties combined.

In January this year the Governor proposed a \$2B cut to the Medi-Cal program, including a 10% cut to provider payments and health plan revenue that was passed into law via emergency session effective July 1, 2008. The potential impact of the State's budget crisis on the Alliance's future survival prompted many cost containment efforts at the plan, including the re-evaluation of our unique and costly subsidy of dialysis rides above Medi-Cal benefit criteria. Concurrently, the Alliance's transportation vendor proposed a significant payment increase along with a termination notice that defined an early May

decision point, despite our request for an extension of time. Alliance staff then personally visited all dialysis centers, and communicated with all affected members in our region regarding our plan to limit future rides to members meeting Medi-Cal Title 22 criteria. Our governing board approved this change on April 23, 2008 and the plan implemented on our vendor's required contract termination date of May 3, 2008. During this process, our assumption was that our transportation vendor was keeping at least Monterey-Salinas Transit informed, due to their ongoing contract relationship with MST.

In the weeks following this transition date, you contacted the Alliance to express concerns regarding increased rider use of MST/METRO services for dialysis appointments. You acknowledged that your ride volume was already trending higher prior to the May transition, likely due to the rising cost of gas for local residents, however it is clear that some new dialysis-related rides have been absorbed by MST/METRO as your data indicate. Our ongoing communication with regional dialysis centers and our Medi-Cal members indicate that all dialysis patients have been able to keep their appointments through either the Alliance's Title 22 rides, the members' personal transportation resources, or via MST/METRO services.

The Alliance appreciates that ending its subsidy of public transit as described above has impacted MST/METRO, and that the relatively short transition period required by our vendor's termination deadline did not allow for close coordination. We agree in principle that the Alliance can best support the transition by extending our ride subsidy to MST/METRO within a reasonable and appropriate budget amount. We agree with your estimate of the Alliance's capitation payment savings for the remainder of CY 2008 at \$565,000. However, this amount is offset by two factors 1) ongoing Alliance Title 22 ride costs estimated at \$222,263 from May through December 2008 based on Alliance paid claims experience, and 2) the ten percent cut to Alliance Medi-Cal revenue effective July 1, 2008 estimated at \$42,375. Netting these amounts out leaves a balance of \$300,362 of capitation savings from the transition to Medi-Cal Title 22 ride criteria.

We can agree with your proposed distribution of total CY 2008 capitation savings in your letter of June 23<sup>rd</sup>, effectively: Alliance at 35% (\$105,127), MST at 39% (\$117,141) and METRO at 26% (\$78,094) of \$300,362 savings described above. The Alliance would make four payments each to MST and to METRO up to these amounts during the remainder of CY 2008 in exchange for ride encounter data that would justify the payments and allow the Alliance to recognize these costs in our claims database. We would implement this arrangement with a service contract agreement for CY 2008 only, and not to exceed the above amounts.

12.62

Mr. Sedoryk and Mr. White

3

July 7, 2008

We hope that the above budget factors are clear and accountable, and that this offer is viewed as a good faith response to transition issues. We appreciate our partnership in serving the Monterey Bay region to the best of our abilities during these lean economic times. Please feel free to contact me, or Ms. Patti McFarland, CFO, to discuss next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan McKay". The signature is stylized with a large initial "A" and a long, sweeping underline.

Alan McKay, Executive Director  
Central Coast Alliance for Health

12.63



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT:** **CONSIDERATION OF APPROVAL OF A MANAGEMENT  
COMPENSATION PLAN AND SALARY EVALUATION FOR THE TIME  
PERIOD JULY 2008/JUNE 2009.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve the recommended Management Compensation Plan and Salary Study for the period of time July 2008/June 2009.**

## II. SUMMARY OF ISSUES

- The current Management Compensation Plan expired on June 30, 2008
- Typically, when there is an open Labor Agreement the recommendation for a new Management Compensation Plan is developed subsequent to the conclusion of the collective bargaining process.
- The recent collective bargaining process concluded with the ratification of a new three-year Labor Agreement with the United Transportation Union Local 23/Fixed Route Division.
- The Management Compensation Plan that is recommended for approval reflects a 3% adjustment to the salary ranges of the management positions at METRO.
- It is also recommended that the Board of Directors approve conducting a Salary Study for the management positions at METRO to ensure that they are competitive in the industry. The recommended Salary Study would not include the positions of General Manager and District Counsel.
- If approved, the results of the Salary Study will be presented to the Board of Directors for consideration in April 2009.

## III. DISCUSSION

The compensation for management employees at METRO is established by the Management Compensation Plan that is approved by the Board of Directors in response to recommendations from the General Manager. The Management may be a single year or cover multiple years based upon the circumstances and the recommendations of the General Manager. The current Management Compensation Plan expired on June 30, 2008.

Typically, when there is an open Labor Agreement the recommendation for a new Management Compensation Plan is developed subsequent to the conclusion of the collective bargaining process. The recent collective bargaining process concluded with the ratification of a new three-year Labor Agreement with the United Transportation Union Local 23/Fixed Route Division.

The Management Compensation Plan that is recommended for approval reflects a 3% adjustment to the salary ranges of the management positions at METRO.

The collective bargaining process with the United Transportation Union Local 23 devotes substantial time evaluating the compensation of covered position in comparison to other similar positions in the transit industry and the area cost of living. The Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 contains provisions that require systematic evaluations of the salary levels of positions in comparison to the ever-changing duties of the covered positions and comparable positions in other agencies. The Management Compensation Plan has never contained the types of comparability provisions that are addressed through the collective bargaining process and the MOUs. Therefore, it is also recommended that the Board of Directors approve conducting a Salary Study for the management positions at METRO to ensure that they are competitive in the industry. The recommended Salary Study would not include the positions of General Manager and District Counsel.

If approved, the results of the Salary Study will be presented to the Board of Directors for consideration in April 2009.

The recommended Management Compensation Plan is attached to this Staff Report.

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

Funds to offset the cost of the recommended Management Compensation Plan and the Salary Study are included in the adopted 2009 METRO Operating Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Proposed Management Compensation Plan 2008/2009.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGEMENT COMPENSATION PLAN

JULY 2008 – JUNE 2009

**13.a1**

## TABLE OF CONTENTS

<b>I. MANAGEMENT POSITIONS</b>	<b>1</b>
<b>II. PROBATIONARY STATUS</b>	<b>1</b>
<b>III. SALARY PLAN</b>	<b>1</b>
A. Management Salary Schedules	1
B. Longevity	1
<b>IV. HEALTH &amp; WELFARE BENEFITS</b>	<b>1</b>
A. Medical Insurance	1
B. Dental Insurance	1
C. Vision Insurance	1
D. Life and AD&D Insurance	1
E. Survivor's Benefits	1
F. Retirement Benefits	1
G. State Disability Insurance	2
H. Long Term Disability Insurance	2
I. Deferred Compensation Plan	2
J. Industrial Injury	2
K. Continuation of Insurance During an Unpaid Leave of Absence	2
L. Principal Domestic Partner Coverages	2
<b>V. HOLIDAYS</b>	<b>2</b>
<b>VI. PAID LEAVES</b>	<b>2</b>
A. Annual Leave	2
B. Sick Leave	3
C. Administrative Leave	3
D. Personal Leave	3
E. Bereavement Leave	3
F. Hospice and Critical Care Leave	3
G. Paid Birth/Adoptive Leave	3
H. Jury Duty	3
I. Paid Military Leave	3
<b>VII. UNPAID LEAVES OF ABSENCE</b>	<b>4</b>
A. Maternity/Childcare Leave	4
B. FMLA / CFRA	4
<b>VIII. EXEMPT MANAGEMENT PROVISION</b>	<b>4</b>
<b>IX. OTHER BENEFITS</b>	<b>4</b>
A. Training	4
B. Mileage reimbursement	4
C. On Call duty	4
D. Communication Allowance	4
<b>X. LAYOFF</b>	<b>4</b>
A. Insurance	4
B. Severance Pay	5

13.a2

## I. MANAGEMENT POSITIONS

An employee in a regular budgeted management position identified in Exhibit A is engaged in developing, implementing or recommending policy and in affecting employer-employee relations, and shall receive salary and benefits as provided in this plan.

## II. PROBATIONARY STATUS

An employee shall serve a probationary period for twelve (12) months following the date of appointment or promotion to a regular budgeted management position.

## III. SALARY PLAN

A. Management salary schedules are listed in Exhibit A. **Salary adjustments will be effective July 10, 2008.**

### B. Longevity

**METRO** shall compensate an employee with longevity increments as follows:

- 5.0% of the base salary after ten years continuous service.
- An additional 5.0% of the base salary after fifteen years continuous service.

## IV. HEALTH & WELFARE BENEFITS

### A. Medical Insurance

**METRO** shall provide medical insurance coverage for an employee, retiree and eligible dependents under the provisions of CalPERS. **METRO** shall pay premiums at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program **METRO** will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical reimbursement plan) as allowed by the County of Santa Cruz.

An employee who declines participation in **METRO's** medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month quarter beginning January 1 of each year while in active service and in which **METRO** paid coverage would have been provided had **METRO's** medical program been elected.

### B. Dental Insurance

**METRO** shall provide paid dental insurance coverage for an employee and eligible dependents.

### C. Vision Insurance

**METRO** shall provide paid vision insurance coverage for an employee and eligible dependents.

### D. Life and AD&D Insurance

An employee shall be entitled to a \$50,000 term life and AD&D insurance policy paid by **METRO** plus \$150,000 in optional supplementary life and AD&D insurance paid by the employee.

### E. Survivor's Benefits

Upon the death of a covered employee, who is on **METRO's** payroll and has dependents covered under **METRO's** medical, vision and dental plans, **METRO's** share of coverage of the eligible dependents shall continue for twenty-six (26) consecutive pay periods.

### F. Retirement Benefits

An employee shall be enrolled in the Public Employees Retirement System (PERS) including the third level 1959 Survivors benefit as allowed by PERS. The Employee shall pay the "employee share" of PERS up to a maximum of eight percent.

Dental, vision, and life insurance plan coverage shall be provided by **METRO** for an employee retired under the provisions of PERS and the employee's dependents until the retired employee reaches age 65. To qualify for this benefit, the retired employee shall have been an employee of **METRO** for the equivalent of ten (10) full-time years immediately prior to the date of retirement and reached the age of 50 years.

13.a3

G. State Disability Insurance

**METRO** shall provide paid coverage for an employee for State Disability Insurance.

H. Long Term Disability Insurance

**METRO** shall provide for a long term disability insurance plan. The plan shall provide for monthly payments to an eligible employee of up to \$5,000 per month. The plan shall start LTD one year and one month after month of hire.

I. Deferred Compensation Plan

**METRO** shall provide a deferred compensation plan to an employee.

J. Industrial Injury

An employee shall be entitled to workers compensation insurance to be provided by **METRO**.

K. Continuation of Insurance During an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plans.

L. Principal Domestic Partner Coverages

**METRO** medical, dental and vision insurance coverages may be extended to an employee's principal domestic partner (PDP) while the employee's own coverages are being paid by **METRO**. In the absence of the PERS Medical Program allowing for PDP coverage, reimbursement of monthly premiums may be made to an individual medical plan to a maximum of \$185.

**V. HOLIDAYS**

An employee shall be entitled to the following holidays with pay:

Thanksgiving Day  
Christmas Day  
New Year's Day

In addition to the above specified days, an employee may choose any eleven additional days as floating holidays or when working a partial year, a prorated number of days as determined by the General Manager. An employee shall be compensated for any unused floating holiday time at the end of the fiscal year at the employee's regular rate of pay, not to exceed the total of eighty-eight (88) when combined with Administrative Leave.

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors.

Upon departure from **METRO** for any reason, an employee shall be compensated for any unused holiday time at the employee's hourly rate.

**VI. PAID LEAVES**

A. Annual Leave

An employee shall accrue annual leave at the following rates:

- a. for the first five years of employment: two weeks/year
- b. between five and nine years of employment: three weeks/year
- c. after nine years of employment: four weeks/year

Upon approval of the General Manager an employee shall be permitted to take a minimum of two weeks annual leave each calendar year.

An employee shall accrue the pro-rata portion of annual leave for which he/she is entitled for each pay period or major fraction thereof, for which he/she is in paid status. An employee may not carryover into the next fiscal year more than three times the annual allotted time. An employee may be compensated at his/her regular rate

13.a4

of pay for annual leave accrued in excess of two times the annual allotted time on a quarterly basis as determined by the Finance Manager.

Upon departure from **METRO** for any reason, an employee shall be compensated for any unused annual leave at the employee's regular rate.

#### B. Sick Leave

An employee shall be entitled to sick leave with pay at the rate of one day for each month of employment. An employee who has accumulated sick leave above 120 days (960 hours) may elect to receive a cash payment of 25% of the accrued sick leave above 120 days in lieu of retaining excess sick leave credits. Sick leave shall mean personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control, or the illness of a member of the immediate family of such employee which illness requires his/her personal care and attention. Immediate family shall include the parent, spouse, and children, brother, or sister of the employee. Any sick leave accrued beyond a balance of 96 hours may, at the option of the employee, be converted to annual leave. All unused sick leave accrued shall be paid to an employee who retires immediately upon leaving the METRO under the provisions of PERS.

#### C. Administrative Leave

An employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the General Manager. Upon approval of the General Manager, time worked in excess of eighty hours in a pay period may be saved and taken as time off in another pay period when the extra hours are earned through participation in unusual, lengthy activities which require the presence of the employee in meetings, hearings, or negotiations. Administrative leave not taken during the fiscal year is lost. ~~Upon the approval of the General Manager, an employee may elect to convert up to eighty (80) hours of Administrative Leave to a bonus payout. In no case will the Administrative Leave and the Floating Holiday amount paid to the employee total more than eighty-eight (88) hours.~~

#### D. Personal Leave

An employee shall be entitled to use 40 hours per year of personal leave, chargeable to accumulated sick leave.

#### E. Bereavement Leave

An employee shall be granted a leave with pay in the event of the death of any member of the employee's family. The leave shall be for a period of three (3) working days, five (5) working days if travel is required in excess of 350 miles. The family member is defined as spouse, parent, grandparent, sister, brother, child, grandchild, foster parent, stepparent, foster child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, nieces, nephews, aunt, uncle, or any person living in the immediate household of the employee.

#### F. Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member with appropriate verification. An employee shall be paid for these absences from his/her sick leave or annual leave accruals.

#### G. Paid Birth/Adoptive Leave

An employee is entitled to forty hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two months of the birth or adoption or at the employee's option at the expiration of state disability Insurance payments.

#### H. Jury Duty

An employee required to report for jury duty (except for Grand jury) or to answer a subpoena, as a witness shall be granted leave with full pay until released by the court. An employee shall have court-paid per diems deducted from his/her daily pay during jury duty assignment.

#### I. Paid Military Leave

An employee in permanent status who is required to attend summer military training exercises as part of his/her military reserve obligation, shall be granted paid military leave not to exceed thirty (30) working days annually.

13.a5

## VII. UNPAID LEAVES OF ABSENCE

### A. Maternity/Childcare Leave

Maternity/childcare leave shall be granted for a maximum period of twelve (12) months. If an employee does not have a sufficient paid leave balance to cover the period of absence, an unpaid leave of absence shall be granted.

### B. FMLA / CFRA

**METRO** will comply with the Family Medical Leave Act and the California Family Rights Act, as amended. Generally these Acts provide for up to twelve weeks leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve month period preceding the leave. Accrued sick leave must be used before any unpaid leave. This FMLA/CFRA leave will run concurrently with any other absence due to an employee's serious health condition.

## VIII. EXEMPT MANAGEMENT PROVISION

An employee who has exhausted all leave accruals shall not have his/her salary reduced by being absent from work on an authorized absence of less than one full day.

## IX. OTHER BENEFITS

### A. Training

An employee shall be authorized to attend transit seminars and workshops, and to visit other properties as part of his/her ongoing job duties, and shall be compensated for receipted expenses incurred in so doing.

An employee may request release time and reimbursement of expenses for course work relevant to the employee's duties and area of responsibility. Expenses, which may be reimbursed, include tuition, meals and books. For courses which require an overnight stay out-of-town, the employee may receive a pro-rata meal allowance of \$20 per diem at the discretion of the General Manager. Reimbursement will not be made for academic or professional credentials for degrees, but might cover classes within a credential or degree program only as they relate to the specific job tasks and areas of responsibility of the employee. Approval of release time and reimbursement of expenses is at the discretion of the General Manager, and subject to the demonstrated cost-benefit ratio of the training and the current workload of the employee.

### B. Mileage reimbursement

If **METRO** requires an employee to use the employee's private insured automobile to conduct **METRO** business, the employee shall be reimbursed for automobile expenses at the rate established annually by the IRS.

### C. On Call duty

If an employee is required to be on call, they shall be offered access to a **METRO** vehicle in order to provide for home to work transportation. "On call" shall be defined as the requirement for the employee to report to work after or before normal duty hours to perform the functions which cannot otherwise be performed during regular duty hours. When an employee is assigned such duties on a regular basis, he/she may be assigned a car for home to work transportation on a regular basis. If such work is assigned on a periodic or occasional basis, the assignment of a car for home to work transportation shall be on an as-needed basis only, as approved by the General Manager. The staff car assigned on an on-call basis to an employee shall be used to provide transportation only between the home and the work place. It shall not be used to make intermediate stops or for any other personal use. During normal duty hours, staff cars are similarly restricted for use only for official business of **METRO** or for transportation between the facilities of **METRO**.

### D. Communication Allowance

When approved by the General Manager, an employee may receive a communication allowance of \$50 each two-week pay period. An employee on approved **METRO** travel with the General Manager's approval, may be reimbursed for eligible roaming and long distance charges.

## X. LAYOFF

### A. Insurance

An employee separated from **METRO** service as a result of layoff shall have his/her insurance benefits paid by **METRO** at the same level while employed for a period of ninety (90) days from the date of separation.

13.26



B. Severance Pay

An employee laid off shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service up to a maximum of eighty (80) hours severance pay.

13.a7

Exhibit A

MANAGEMENT  
MONTHLY SALARY SCHEDULE

Effective 7/10/08

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Secretary/General Manager	10,714	11,250	11,812	12,403	13,023	13,674
District Counsel	9,727	10,214	10,724	11,261	11,824	12,415
Assistant General Manager	8,421	8,842	9,284	9,749	10,236	10,748
Operations Manager	7,656	8,039	8,441	8,863	9,306	9,771
Maintenance Manager	7,656	8,039	8,441	8,863	9,306	9,771
Finance Manager	6,895	7,240	7,602	7,982	8,381	8,800
Human Resources Manager	6,895	7,240	7,602	7,982	8,381	8,800
Information Technology Manager	6,895	7,240	7,602	7,982	8,381	8,800
Planning & Marketing Manager	6,895	7,240	7,602	7,982	8,381	8,800
Senior Database Administrator	6,165	6,473	6,796	7,136	7,493	7,868
Assistant Finance Manager	5,760	6,048	6,350	6,668	7,001	7,351
Assistant HR Manager	5,760	6,048	6,350	6,668	7,001	7,351
Fixed Route Superintendent	5,760	6,048	6,350	6,668	7,001	7,351
Paratransit Superintendent	5,760	6,048	6,350	6,668	7,001	7,351
Project Manager	5,760	6,048	6,350	6,668	7,001	7,351
Facilities Maintenance Manager	5,598	5,878	6,172	6,480	6,804	7,145
Database Administrator (alternately staffed/Sr. Db Admin)	5,325	5,591	5,871	6,164	6,473	6,796
Asst. Paratransit Superintendent	4,813	5,054	5,307	5,572	5,851	6,143

13.a8

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** July 25, 2008

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT:** **CONSIDERATION OF CALL STOP AUDIT REPORT FOR THE PERIOD OF APRIL THROUGH JUNE 2008 AND CONSIDERATION OF INTERACTIONS BETWEEN OPERATORS AND METRO STAFF REGARDING CALL STOP AUDIT FINDINGS**

### I. RECOMMENDED ACTION

**Accept and File Call Stop Audit Report for the period of April through June 2008. Determine that Audit results will only be reviewed by the Board of Directors if results fall below 90% compliance rate**

### II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits of the internal call stop announcements.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 41 active routes serving 998 active bus stops. On July 25, 2003, the Talking Bus was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes, including the Highway 17 service were equipped with the Talking Bus Technology and the system was fully operational.
- The on board call stop audit reported a compliance rate of over 96% for the period of April through June 2008. The security guard audit results reported a compliance rate exceeding 99% of the external announcements at the Pacific Station. The Auditor for the Watsonville Transit Center and Bart Cavallaro Transit Center reported a compliance rate of over 99% during this period.

### III. DISCUSSION

#### A. CALL STOP AUDIT RESULTS

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stop announcements were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the

audits. Robert S. Bortnick & Associates was authorized to conduct 100 hours to survey the internal announcements at a cost of \$5,000.00 each quarter. METRO has 41 active routes serving 998 active bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. On July 25, 2003 the Talking Bus was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology.

Attachment A details the results of the current audit for the period April through June 2008. The results of the audit indicate a compliance rate of 96.7%. Therefore, of the 1,891 possible stop announcements, the announcements were properly announced 1,829 times (96.7%) and failed 62 times (3.3%) during the period. Attachment B provides a summary the results of the call stop audits for the last three years, since the Talking Bus Technology has been in operation.

All compliance issues are referred to the Operations Department for review and appropriate action. Equipment malfunctions are referred to the Maintenance Department and programming errors are referred to the IT Department.

Additionally, METRO's contract security guards complete random external route announcement checks on 25 buses per day at Pacific Station, verifying that each bus announces the route four times within a 2-minute period prior to the bus' departure from Pacific Station. During this period, April through June 2008, the security guards documented 100 possible daily announcements for the 25 buses (4 X each). For this three-month period, of the 91 days audited and a total of 100 possible daily announcements, only one failure occurred. That is, of 9100 required announcements, 9096 were successful, and 4 failed. This is a success rate of 99.9%.

METRO has recently contracted with Susan Clarke, an independent contractor, to audit the external announcements at the Cavallaro Transit Center and the Watsonville Transit Center. A summary of Ms Clarke's audits from April 1<sup>st</sup> through June 30<sup>th</sup> is described in the following table:

Total external announcements audited at both transit centers during period:	3200
Successful external announcements during period:	3193
Failures of external announcements during period:	7
Percentage of external announcements properly made during period:	99.8
Percentage of external announcements failed during period:	.2

Ms. Clarke audited 800 buses, which are each required to make four (4) external announcements before departing the transit centers. Therefore of the 3200 required announcements, 3193 announcements were successful, a 99.8% success rate. Only 7 failures occurred during the period, a failure rate of .2% (two tenths of 1 percent).

14.2

Because the compliance rate continues at a high rate, METRO staff does not see a need to continue to report the results on a quarterly basis at regular Board Meetings, as has been the practice since the inception of the program. Therefore, it is recommended that the audit results only be reported if they fall below 90% compliance rate.

**B. CONSEQUENCES TO OPERATORS FOR AUDIT FINDINGS**

At the July 11, 2008 meeting, Bonnie Morr, United Transportation Union, Local 23 Chair, complained that operators were being accused of failing to make required call stop announcements as reported by the Auditors. Ms. Morr suggested that the auditors' findings of failures were inaccurate. She indicated that operators who had been METRO employees with good records were being accused of failing to make the calls and that such actions were bad for morale. The Board of Directors asked to review the matter in greater detail, specifically how an operator is approached and what language is used when an alleged failure is brought to his/her attention.

In 2002, the Board of Directors adopted a Call Stop Policy in order to ensure compliance with federal regulations that require that bus stop announcements be made under certain circumstances. In 2004, the Operators were also required to ensure that prior to leaving a Transit Center that route announcement be made 4 times at 20 second intervals prior to the bus leaving the Center. The policy provides the following progressive disciplinary actions for violations:

Violation 1	Retraining
Violation 2	Formal Counseling
Violation 3	Letter of Reprimand
Violation 4	1-Day Suspension
Violation 5	3-Day Suspension
Violation 6	5-Day Suspension
Violation 7	Subject to Termination

When an Auditor reports that a call stop announcement was not made, the Operations Department staff is notified. The Safety and Training Coordinator confirms the accuracy of the information provided by the Auditor and hand delivers a Call Stop Compliance Notification form (Attachment C) to the affected Operator. A copy is also provided to the Union. The Operator is informed that he/she will be contacted in the future with the date and time of retraining or formal counseling. (If the Operator has already received a retraining and formal counseling then the formal disciplinary procedures would be used.)

When the retraining or formal counseling meeting is held, the Operator is invited into a private office to meet with the Coordinator. Generally, a UTU Representative is also in attendance. The Coordinator in a "neutral business" tone discusses with the Operator the reason for the meeting, the purpose for the Call Stop Announcements, the Americans with Disabilities Act and its implementing regulations and METRO's Policy. On both the Coach Operator Retraining Record and the Notice of Formal Counseling (Attachment C), the Operator is allowed to provide written

14.3

comments. The Coordinator listens to the Operator in an emphatic way allowing the Operator to express his/her views on legal requirements, the METRO policy and the process of review.

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

Randomly conducted call stop compliance audits cost approximately \$20,000.00 per year. An additional \$1,000.00 per month is being expended for the Independent Contractor, Susan Clarke.

#### **V. ATTACHMENTS**

- Attachment A:** Stop Announcement Audit Results (April - June 2008)
- Attachment B:** Summary of Audit Results
- Attachment C:** Call Stop Compliance Notification form  
Coach Operator Retraining Record  
Notice of Formal Counseling

ROBERT S. BORTNICK & ASSOCIATES  
PRIVATE INVESTIGATION

136 Vernon Street  
Santa Cruz, CA 95060  
CA License #PI-11733

Phone (831) 423-5122  
Fax (831) 459-0430  
E-mail: [bortnickpi@yahoo.com](mailto:bortnickpi@yahoo.com)

STOP ANNOUNCEMENT AUDIT RESULTS  
(APRIL 2008 – JUNE 2008)

Statistical Summary

Total number of trips surveyed \_\_\_\_\_ 99  
Total number of trips with talking buses \_\_\_\_\_ 99 (100%)  
Total number of stop announcements surveyed \_\_\_\_\_ 1,891  
Total number of stop announcements made \_\_\_\_\_ 1,829 (96.7%)  
Total number of stop announcements missed \_\_\_\_\_ 62

<u>Area</u>	<u>Description</u>	<u># of Stops</u>	<u>Percent</u>
Area 1	City of Santa Cruz	878	46%
Area 2	Unincorporated Area	507	27%
Area 3	City of Watsonville	302	17%
Area 4	City of Capitola	102	5%
Area 5	City of Scotts Valley	80	4%
Area 6	City of San Jose	21	1%

14.a.1

Attachment A

Table of Results

<u>ROUTE</u>	<u>OP # + BUS #</u>	<u>DATE</u>	<u>STOPS AREA 1</u>	<u>STOPS AREA 2</u>	<u>STOPS AREA 3</u>	<u>STOPS AREA 4</u>	<u>STOPS AREA 5</u>	<u>STOPS AREA 6</u>	<u>TOTAL</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>
03 – Mission/NB		05/09/08	10						10	10	
03 – Mission/NB		05/14/08	17						17	17	
03 – Mission/NB		05/14/08	14						14	14	
03 – Mission/NB		06/12/08	12						12	12	
03 – Mission/NB		06/18/08	18						18	18	
03 – Mission/NB		06/18/08	17						17	17	
03 – Mission/NB		06/23/08	17						17	17	
04 – Emeline/HW		04/18/08	32						32	27	5
04 – Emeline/HW		06/18/08	25						25	25	
04 – Emeline/HW		06/18/08	5						5	5	
07 – Beach/LH		05/09/08	21						21	21	
07 – Beach/LH		05/14/08	12						12	12	
09 – Prospect Hts		05/14/08	18						18	14	4
09 – Prospect Hts		05/19/08	16						16	16	
10 – UC High St		04/18/08	18						18	17	1

14.02



Table of Results

<u>ROUTE</u>	<u>OP #</u> <u>+ BUS #</u>	<u>DATE</u>	<u>STOPS</u> <u>AREA 1</u>	<u>STOPS</u> <u>AREA 2</u>	<u>STOPS</u> <u>AREA 3</u>	<u>STOPS</u> <u>AREA 4</u>	<u>STOPS</u> <u>AREA 5</u>	<u>STOPS</u> <u>AREA 6</u>	<u>TOTAL</u>	<u>CALLS</u> <u>MADE</u>	<u>CALLS</u> <u>MISSED</u>
10 – UC High St		04/18/08	21						21	16	5
10 – UC High St		05/09/08	14						14	3	11
10 – UC High St		06/18/08	16						16	16	
10 – UC High St		06/19/08	18						18	17	1
13 – UC Walnut		05/09/08	19						19	19	
13 – UC Walnut		05/19/08	16						16	16	
13 – UC Walnut		06/12/08	16						16	16	
15 – Laurel West		04/18/08	13						13	11	2
15 – Laurel West		05/07/08	17						17	16	1
15 – Univ/Msn Only		04/18/08	16						16	16	
16 – Laurel East		05/07/08	15						15	14	1
16 – Laurel East		05/09/08	13						13	13	
16 – Laurel East		06/12/08	17						17	17	
16 – Laurel East		06/18/08	17						17	17	
16 – Laurel East		06/19/08	14						14	12	2

14.03

Table of Results

<u>ROUTE</u>	<u>OP #</u> <u>+ BUS #</u>	<u>DATE</u>	<u>STOPS</u> <u>AREA 1</u>	<u>STOPS</u> <u>AREA 2</u>	<u>STOPS</u> <u>AREA 3</u>	<u>STOPS</u> <u>AREA 4</u>	<u>STOPS</u> <u>AREA 5</u>	<u>STOPS</u> <u>AREA 6</u>	<u>TOTAL</u>	<u>CALLS</u> <u>MADE</u>	<u>CALLS</u> <u>MISSED</u>
17 – San Jose		05/12/08	1	1			3	13	18	15	3
17 – SCMC/SVTC		05/12/08	2	1			5	9	17	15	2
19 – UC Lower Bay		05/14/08	17						17	17	
19 – UC Lower Bay		06/12/08	7						7	7	
19 – UC Lower Bay		06/19/08	15						15	15	
20 – UC Westside		05/09/08	24						24	23	1
20 – UC Westside		05/19/08	29						29	29	
20 – UC Westside		06/12/08	24						24	24	
20 – UC Westside		06/18/08	41						41	41	
27X – UC Express		05/14/08	4						4	3	1
31 – SV/Graham Hill		05/21/08	8	8			5		21	21	
31 – SV/Graham Hill		06/18/08	8				12		20	20	
31 – SV/Hwy 17 SC		06/18/08	6				12		18	18	
35 – Glen Arbor/BC		06/18/08		1			3		4	4	
35 – Santa Cruz		05/09/08	6	2			5		13	13	

1404

Table of Results

<u>ROUTE</u>	<u>OP # + BUS #</u>	<u>DATE</u>	<u>STOPS AREA 1</u>	<u>STOPS AREA 2</u>	<u>STOPS AREA 3</u>	<u>STOPS AREA 4</u>	<u>STOPS AREA 5</u>	<u>STOPS AREA 6</u>	<u>TOTAL</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>
35 – Santa Cruz		05/21/08	6	1			2		9	9	
35 – Santa Cruz		06/12/08	6	2			5		13	13	
35 – Santa Cruz		06/18/08	6	1			2		9	9	
35A – Glen Arbor/Mt St		06/12/08	5	5			13		23	23	
35A – Hwy9/Bear Crk		05/09/08	5	5			13		23	23	
35A – Hwy 9/Bear Crk		06/19/08	5						5	5	
41 – Bonny Doon		06/19/08	16						16	16	
42 – Davenport/BD		06/19/08	17	23					40	40	
53 – Cap/Domin		05/09/08		21		19			40	40	
53 – Cap/Domin		06/30/08				16			16	16	
53 – Cap/Domin 2		06/18/08		3		16			19	19	
55 – Rio Del Mar		06/30/08				11			11	11	
56 – Cab/La Selva		05/29/08		6					6	6	
66 – 17 <sup>th</sup> Av/Cap Mall		05/09/08	10	16		5			31	30	1
66 – 17 <sup>th</sup> Av/Cap Mall		06/19/08	3						3	3	

14.05

Table of Results

<u>ROUTE</u>	<u>OP # + BUS #</u>	<u>DATE</u>	<u>STOPS AREA 1</u>	<u>STOPS AREA 2</u>	<u>STOPS AREA 3</u>	<u>STOPS AREA 4</u>	<u>STOPS AREA 5</u>	<u>STOPS AREA 6</u>	<u>TOTAL</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>
66 – 17 <sup>th</sup> Av/SC		04/04/08	2	18		2			22	22	
66 – 17 <sup>th</sup> Av/SC		06/23/08	11	18		2			31	31	
68 – Cap Mall		06/12/08	13	15		4			32	30	2
68 – Santa Cruz		05/07/08	7	16		2			25	25	
69 – Cap Mall/Cap Rd		04/18/08	10	6		4			20	20	
69 – Cap Mall/Cap Rd		05/29/08		6		4			10	10	
69 – Santa Cruz		04/18/08	8						8	8	
69A – Cap Rd/SC		04/04/08		2	15	2			19	16	3
69A – Cap Rd/SC		04/18/08	2	6		2			10	9	1
69A – Cap Rd/SC		05/07/08	8						8	8	
69A – Cap Rd/SC		06/12/08	2	6		2			10	10	
69W – Cabrillo/SC		05/07/08		13	4	2			19	19	
69W – Cabrillo/SC		06/23/08		13	4	2			19	19	
69W – Cabrillo/Wats		06/18/08	10	6		3			19	19	
69W – Cabrillo/Wats		06/23/08	10	21	5	4			40	40	

14.06

Table of Results

<u>ROUTE</u>	<u>OP # + BUS #</u>	<u>DATE</u>	<u>STOPS AREA 1</u>	<u>STOPS AREA 2</u>	<u>STOPS AREA 3</u>	<u>STOPS AREA 4</u>	<u>STOPS AREA 5</u>	<u>STOPS AREA 6</u>	<u>TOTAL</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>
71 – Arthur/Watsonvl		04/04/08	2	44	2				48	48	
71 – Clifford/Wats		05/23/08	2	44	2				48	48	
71 – Clifford/Wats		05/29/08		22	2				24	24	
71 – Crest-Cliff/SC		06/18/08	12	8					20	20	
71 – Crestview/SC		06/23/08		1	10				11	11	
71 – Crestview/Wats		04/04/08		2	11				13	13	
71 – Crestview/Wats		05/07/08	10	46	13				69	69	
71 – Pennsylv/Wats		06/23/08		2	11				13	13	
72 – Corralitos		04/04/08		22	17				39	38	1
72 – Corralitos		05/29/08		22	2				24	23	1
72 – Corralitos		05/30/08			14				14	13	1
72 – Corralitos		06/23/08			15				15	15	
72 – Corralitos		06/30/08			29				29	29	
74 – Ohlone/Roll Hills		04/04/08			15				15	14	1
74 – Ohlone/Roll Hills		05/30/08		8	20				28	28	

14.07

Table of Results

<u>ROUTE</u>	<u>OP #</u> <u>+ BUS #</u>	<u>DATE</u>	<u>STOPS</u> <u>AREA 1</u>	<u>STOPS</u> <u>AREA 2</u>	<u>STOPS</u> <u>AREA 3</u>	<u>STOPS</u> <u>AREA 4</u>	<u>STOPS</u> <u>AREA 5</u>	<u>STOPS</u> <u>AREA 6</u>	<u>TOTAL</u>	<u>CALLS</u> <u>MADE</u>	<u>CALLS</u> <u>MISSED</u>
74 – Ohlone/Roll Hills		06/30/08			14				14	14	
74 – Ohlone/Roll Hills2		06/23/08			18				18	18	
75 – Green Valley		05/23/08		29	15				44	44	
75 – Green Valley		05/29/08			15				15	15	
79 – East Lake		05/23/08		6	14				20	20	
79 – East Lake		06/23/08			15				15	15	
79 – East Lake		06/30/08			14				14	14	
91 – Cab/SC Express		05/23/08	3	3	3				9	3	6
91 – Cab/SC Express		05/29/08	1	6	3				10	5	5

1408

## SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	Jul-Sep 2005	Dec 2005- Feb 2006	Apr-Jun 2006	Jul-Sept 2006	Oct-Dec 2006	Jan-Mar 2007	Apr- Jun 2007	July-Sep 2007	Oct-Dec 2007	Jan-Mar 2008	Apr-June 2008
Call Stops Surveyed	2,420	3,297	2,747	2,535	2,777	2461	2413	2606	2146	2294	1891
Call Stops Announced	2,367	3,258	2,693	2,491	2,755	2430	2386	2563	2122	2265	1829
Call Stops Not Announced	53	39	54	44	22	31	27	43	24	29	62
Percent of Call Stops Completed	97.8%	98.8%	98%	98.3%	99.2%	98.7%	98.9%	98.4%	98.9%	98.7%	96.7%
% of Call Stops Not Completed	2.2%	1.2%	2%	1.7%	.8%	1.3%	1.1%	1.6%	1.1%	1.3%	3.3%

14.61

Attachment  
B

CALL STOP COMPLIANCE NOTIFICATION

Operator's Name:

Operator's Signature: \_\_\_\_\_

You are being notified that an auditor has noted a failure of procedure in the operation of the talking bus system on a coach you were operating.

Your signature indicates receipt of this notification.

Date of Audit:

Location of Audit:

Type of Failure:

This failure requires that you receive:

\_\_\_\_\_ Retraining

\_\_\_\_\_ Formal Counseling

You will be contacted with the time and date of retraining or formal counseling.

Issuing Supervisor: \_\_\_\_\_

TIMESTAMP BELOW

**Distribution:**

**Original – Safety & Training**

**Yellow – Operator**

**Pink – UTU**

OPS-008  
fb 10/31/07

14.c1



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**BUS DIVISION**  
**SAFETY AND TRAINING**

COACH OPERATOR RETRAINING RECORD

Name: \_\_\_\_\_

CDL Number: \_\_\_\_\_ CDL Exp: \_\_\_\_\_

VTT Exp: \_\_\_\_\_ Med. Cert. Exp: \_\_\_\_\_

Reason for Re-Training: \_\_\_\_\_ Call-Stop Level 1 \_\_\_\_\_

Beginning Date of Absence: \_\_\_\_\_ N/A \_\_\_\_\_

Return from Absence: \_\_\_\_\_

Length of Absence: \_\_\_\_\_

Dates of Retraining: \_\_\_\_\_

Total Hours of Retraining: \_\_\_\_\_

Materials Covered: \_\_\_\_\_ External Announcement Auditors Reports Dated: \_\_\_\_\_

ENTER DATE HERE

Call Stop Policy, Auto Call, Disciplinary Schedule

**Comments:** \_\_\_\_\_

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

Line Instruction Dates: \_\_\_\_\_ N/A \_\_\_\_\_

Line Instructor(s) \_\_\_\_\_ Block(s) \_\_\_\_\_

\_\_\_\_\_ Block(s) \_\_\_\_\_

\_\_\_\_\_ Block(s) \_\_\_\_\_

Retraining Conducted By: \_\_\_\_\_

Retraining Completion Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_

Safety and Training Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

## TALKING BUS GUIDELINES

- 1) Be certain the system works during the pre-trip inspection.
  - A) Power on the ignition, allow the OCU to boot-up. Input a "Dc:" into the OCU
  - B) Check that the external announcement is functioning with a normal duration in loop mode.
  - C) Check the headsighn(s) for proper function.
  - D) Check GPS function by:
    - i. Listening for the "out of service" call on River St. as you deadhead with Dc: 3.
    - ii. Listening for the first internal automated call along a route.
  - E) Check internal announcement function by pressing "PLAY MSG"
  - F) Be certain all volumes are loud enough to be heard.
  - G) Check PA function by pressing the floor-peddle and do a sound check.
  - H) Check pouch for the most recent Back-Up Call List and CSMRs.
  - I) Check for automated announcement scroll sign function in the passenger cabin.
- 2) Immediately prior to leaving a Transit Center the external automated announcement must be played 4 times regardless of the routes origin.
  - A) With normal duration
  - B) Speeding the system by opening and closing the door, or other techniques is not permitted.
- Some examples of routes departing from a transit center that is not the routes origin: Rt. 69A & 69W passing through the Cap Mall TC, all routes passing through Scotts Valley TC.
- 3) Immediately prior to leaving a routes origin (other than a transit center) the external announcement must be played at least once immediately prior to departure.
  - Some examples of routes originating away from a transit center: Rt. 35 Santa Cruz from the Mt. Store or Boulder Creek Country Club, Rt. 17 Exp. Santa Cruz, Rt. 33 & 34
- 4) The external announcement must play at all stops when the front door is opened.
- 5) The end of route announcement must be played at the end of each route.
  - A) It is permitted to press the play message button to force the end of route announcement so the Dc: can be changed prior to your arrival at the end of the route, as long as the last stop has been passed and announced.
  - B) It is permitted to enter a transit center with the previous routes head-sign displayed if you were not able to safely change the Dc: and make the end of route announcement.
  - C) If a detour causes the system to miss the end of routes trigger point then simply use the play message button.
- 6) The highest form of technology must be used.
  - A) If the talking bus system is working, then it must be used.
  - B) If the talking bus system is not working, then use the PA system (notify the Dispatcher).
  - C) If neither of those systems are working, then make the announcements with your voice loud enough to be heard (notify the Dispatcher and use the Board List).
- 7) Report all failures of the talking bus system to the Dispatcher.
  - A) Stop the coach as soon as the failure is noticed.
  - B) Call the Dispatcher on the radio.
  - C) Wait for instructions.
- 8) A request by a customer for a stop announcement that is not programmed into the system will be accommodated. The PA system will be used to make these verbal announcements.
- 9) The volume of the automated announcements, PA announcements, and verbal announcements must be loud enough to be heard.

Operation of the Talking Bus System is given the same level of importance as the brake system. The Talking Bus system must function on all buses in revenue service or be replaced as soon as possible. It is each operators responsibility to monitor the system and report failures. All operators failing to monitor the talking bus system in accordance procedure will be subject to the procedures in MOU art. 16 and the following disciplinary schedule: **1) Retraining 2) Formal Warning 3) Letter Of Reprimand 4) 1-Day Suspension 5) 3-Day suspension 6) 5-Day Suspension 7) Subject to Termination**

QPS-007 7/06

14.c3



## TALKING BUS GUIDELINES

- 1) Be certain the system works during the pre-trip inspection.
  - A) Power on the ignition, allow the OCU to boot-up. Input a "Dc:" into the OCU
  - B) Check that the external announcement is functioning with a normal duration in loop mode.
  - C) Check the headsign(s) for proper function.
  - D) Check GPS function by:
    - i. Listening for the "out of service" call on River St. as you deadhead with Dc: 3.
    - ii. Listening for the first internal automated call along a route.
  - E) Check internal announcement function by pressing "PLAY MSG"
  - F) Be certain all volumes are loud enough to be heard.
  - G) Check PA function by pressing the floor-peddle and do a sound check.
  - H) Check pouch for the most recent Back-Up Call List and CSMRs.
  - I) Check for automated announcement scroll sign function in the passenger cabin.
- 2) Immediately prior to leaving a Transit Center the external automated announcement must be played 4 times regardless of the routes origin.
  - A) With normal duration
  - B) Speeding the system by opening and closing the door, or other techniques is not permitted.
  - Some examples of routes departing from a transit center that is not the routes origin: Rt. 69A & 69W passing through the Cap Mall TC, all routes passing through Scotts Valley TC.
- 3) Immediately prior to leaving a routes origin (other than a transit center) the external announcement must be played at least once immediately prior to departure.
  - Some examples of routes originating away from a transit center: Rt. 35 Santa Cruz from the Mt. Store or Boulder Creek Country Club, Rt. 17 Exp. Santa Cruz, Rt. 33 & 34
- 4) The external announcement must play at all stops when the front door is opened.
- 5) The end of route announcement must be played at the end of each route.
  - A) It is permitted to press the play message button to force the end of route announcement so the Dc: can be changed prior to your arrival at the end of the route, as long as the last stop has been passed and announced.
  - B) It is permitted to enter a transit center with the previous routes head-sign displayed if you were not able to safely change the Dc: and make the end of route announcement.
  - C) If a detour causes the system to miss the end of routes trigger point then simply use the play message button.
- 6) The highest form of technology must be used.
  - A) If the talking bus system is working, then it must be used.
  - B) If the talking bus system is not working, then use the PA system (notify the Dispatcher).
  - C) If neither of those systems are working, then make the announcements with your voice loud enough to be heard (notify the Dispatcher and use the Board List).
- 7) Report all failures of the talking bus system to the Dispatcher.
  - A) Stop the coach as soon as the failure is noticed.
  - B) Call the Dispatcher on the radio.
  - C) Wait for instructions.
- 8) A request by a customer for a stop announcement that is not programmed into the system will be accommodated. The PA system will be used to make these verbal announcements.
- 9) The volume of the automated announcements, PA announcements, and verbal announcements must be loud enough to be heard.

Operation of the Talking Bus System is given the same level of importance as the brake system. The Talking Bus system must function on all buses in revenue service or be replaced as soon as possible. It is each operators responsibility to monitor the system and report failures. All operators failing to monitor the talking bus system in accordance procedure will be subject to the procedures in MOU art. 16 and the following disciplinary schedule: **1) Retraining 2) Formal Warning 3) Letter Of Reprimand 4) 1-Day Suspension 5) 3-Day suspension 6) 5-Day Suspension 7) Subject to Termination**

14.05

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT:** CONSIDERATION OF SERVICE REVISIONS FOR FALL 2008.

## I. RECOMMENDED ACTION

**Staff recommends Board consideration for approval of proposed service revisions for June 2008.**

## II. SUMMARY OF ISSUES

- Additional trips for Highway 17 service.
- Modifications to UCSC school-term service
- Modifications to departure times to enhance connectivity

## III. DISCUSSION

Staff is proposing significant modifications to the Highway 17 service, including the addition of three weekday and six weekend trips. Despite the additional trips the cost of the Highway 17 service will actually go down slightly due to more efficient scheduling. One aspect of this service change on the Highway 17 is that there are more direct trips that bypass Scotts Valley, especially on the weekend.

There are some other some other modest changes to the local fixed-route service as well. The Fall service proposal is as follows:

### A. Highway 17 Express

#### 1. Weekday Northbound

For the last few years the ridership on the 10:30 AM northbound trip has been increasing, culminating this past year with some trips having fifty or more passengers on the bus. This is partly due to having one-and-a-half hour gaps before and after the trip. We have moved the 10:30 AM trip earlier to 10:05 AM and added another trip at 11:00 AM to help mitigate the overloads. Other northbound departures have been moved to create a more cost-efficient blocking solution while maintaining the connections to Capitol Corridor and CalTrain.

15.1

**2. Weekday Southbound**

As with the northbound service trips were moved to create a more cost-efficient blocking solution while maintaining the connections. We have also added to trips: one in the morning at 9:30 AM and one in the evening at 5:55 PM.

**3. Weekend Northbound**

Due to increasingly heavy ridership over the last couple of years, we have added six trips to the weekend service. In the northbound new trips have been added at 8:00 AM, 10:50 AM and 2:35 PM. Other trips have been moved to streamline connections with Capitol Corridor and CalTrain.

**4. Weekend Southbound**

We have also added three trips in the southbound directions due to heavy ridership. Those times are at 9:00 AM, 11:50 and 2:45 PM. And again, other departures were moved to facilitate a more economical blocking solution.

Current estimates are that this service plan will save over \$15,000 annually. However, staff will be reviewing the on-time performance of the weekend service over the next nine months. In anticipation of heavy tourist traffic, it will be necessary to have a different blocking solution in the summer.

**B. UCSC School-Term Service**

Staff is currently reviewing UCSC school-term service that goes into effect on September 18, 2008. Last year some trips were split up into two schedules: Monday-Wednesday-Friday and Tuesday-Thursday so that the trips could be targeted to the class schedules on those days. This has become necessary to help keep pass-bys to a minimum. There will also be a modification to the Supplemental service that serves as a back up to the Route 20. These trips will be moved earlier by five minutes to serve more as a "front-up" to the Route 20, allowing the regular Route 20 to stay on schedule. There is no cost to this proposal.

**C. Route 66 Live Oak via 17<sup>th</sup>**

There are customers on the 6:15 AM trip on Route 66 who are trying to connect with the 6:30 AM Route 35A. To make that connection easier, the proposal is to move the 6:15 AM trip to 6:10 AM. The cost for this proposal is anticipated to be approximately \$1,500 annually.

**D. Route 68 Live Oak via Broadway/Portola**

Route 68 will return to its regular routing after the summer detour. There is no anticipated cost for this proposal.

15.2

**E. Route 71 Watsonville to Santa Cruz**

There are customers on the 5:40 AM northbound trip who are trying to connect to the Route 35A. To help enable the connection the proposal moves the 5:40 AM trip earlier to 5:35 AM. The cost for this proposal is anticipated to be approximately \$1,500 annually.

**F. Route 74 Ohlone Parkway/Rolling Hills**

Created in Fall 2004, selected trips of this route were modified to serve the new Pajaro Valley High School in Summer of 2005. However due to the construction of the Harkin Slough Bridge this route has been on detour since its inception. Now that the bridge is completed staff proposes to have this route return to its originally conceived routing.

**G. Route 91x Commuter Express to Santa Cruz**

With the addition of service to Watsonville Plaza, the 6:00 AM and 6:30 AM Route 91x has had difficulty making an important connection to the Route 35A. Staff proposes to move the 6:00 AM and 6:30 AM trips five minutes earlier to enable the connections. The cost for these modifications is expected to be approximately \$3,000 annually.

The Service Planning and Review Committee have approved these recommendations.

**IV. FINANCIAL CONSIDERATIONS**

The modifications to the Highway 17 service are expected to save approximately \$15,000 annually barring further modifications during the year.

The anticipated cost of modifications to the local fixed-route is expected to be approximately \$6,000 annually.

**V. ATTACHMENTS**

**Attachment A - Highway 17 Weekday Service-Northbound**

**Attachment B – Highway 17 Weekday Service-Southbound**

**Attachment C – Highway 17 Weekend Service-Northbound an Southbound**

**Attachment D – SPARC Recommendations**

15.3

Soquel Park & Ride	Pacific Station	Pasa-tiempo	Cavallaro Transit Center	Diridon Station	San Fernando & 5th	CALTRAIN	San Joaquin	AMTRAK
435a	445a	448a	500a	537a	545a	545a		
515a	525a	528a	540a	617a	625a	622a		
540a	.....	543a	555a	632a	640a	645a		640a
600a	.....	603a	615a	652a	700a	703a	655a	
.....	620a	623a	.....	710a	718a	720a		
.....	645a	648a	.....	735a	743a	745a		
635a	.....	638a	650a	737a	747a	750a		
650a	.....	653a	705a	752a	802a	803a		
710a	.....	713a	725a	812a	822a	822a		
.....	730a	733a	745a	832a	842a	840a		
.....	755a	758a	810a	857a	907a	910a	915a	905a
.....	905a	908a	920a	1000a	1010a	1010a		
.....	1005a	1008a	1020a	1100a	1110a	1110a		
.....	1100a	1103a	1115a	1155a	1205p	1210p	1205p (ACE)	1220p
.....	1200p	1203p	1215p	1255p	105p	110p		
.....	110p	113p	.....	200p	210p	210p	240p	
.....	200p	203p	.....	250P	300P	305p		300p
.....	300p	303p	315p	400p	410p	405p		420p
.....	330p	333p	345p	430p	440p	445p	435p (ACE)	
.....	400p	403p	.....	450p	500p	505p		
.....	430p	433p	445p	530p	540p	545p		550p
.....	500p	503p	.....	550p	600p	605p		
.....	530p	533p	545p	630p	640p	645p	640p	
.....	615p	618p	630p	715p	723p	730p		715p
.....	715p	718p	.....	805p	815p	830p		839p
.....	930p	933p	.....	1015p	1023p	1030p		

15.91

Attachment A



CALTRAIN	San Joaquin	Cap Corr	San Fernando & 7th	Diridon Station	Cavallaro Transit Center	Pasa-tiempo	SCMC	Soquel Park & Ride
			555a	602a	640a	643a	655a	.....
656a			655a	702a	742a	745a	802a	.....
743a		735a	740a	747a	827a	830a	847a	.....
813a			820a	830a	910a	913a	930a	.....
843a		835a	855a	905a	945a	948a	1005a	.....
913a/928a			930a	940a	1120a	1123a	1140a	.....
958a/1038a		1010a	1030a	1040a	1120a	1123a	1140a	.....
1138a	1140a (ACE)		1140p	1150p	1230p	1233p	1250p	.....
1200p/1238p			1230p	1240p	120p	123p	140p	.....
100p	115p	115p	125p	135p	215p	218p	235p	.....
200p/238p			230p	240p	320p	323p	340p	.....
300p			300p	310p	350p	353p	410p	.....
300p		315p	320p	330p	410p	413p	.....	440p
338p			335p	345p	430p	433p	455p	.....
400p			400p	410p	455p	458p	520p	.....
	425p		430p	440p	525p	528p	.....	555p
439p			440p	450p	535p	538p	605p	.....
500p			455p	505p	550p	553p	.....	615p
506p			515p	525p	610p	613p	630p	645p
527p			535p	545p	630p	633p	650p	.....
555p			555p	605p	.....	645p	700p	.....
611p			615p	625p	710p	713p	730p	745p
628p/656p		645p	655p	705p	743p	746p	803p	.....
732p	740p		735p	745p	823p	826p	838p	.....
812p			825p	835p	.....	915p	920p	.....
901p		855p	905p	915p	953p	956p	1008p	.....
1001p	950p		1035p	1042p	1120p	1123p	1135p	.....

15.61

Attachment B

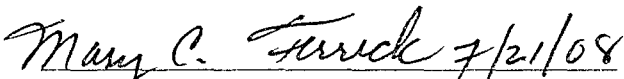
Pacific Station	Cavallaro Transit Center	Diridon Station	CALTRAIN	Capitol Corridor	San Joaquin
640a	655a	735a	800a	750a	
800a	-	850a	900a		915a
840a	855a	940a	1000a	950a	
1000a	-	1050a	1100a		
1050A	-	1140a	1200p		1225p
1140a	1155a	1240p	100p	1250p	
1250p	105p	150p	200p	220p	
145p	-	235P	300p		240p
235p	250p	335p	400p	425p	
345P	-	435p	500p		445p
435p	450p	535p	600p	550p	
545p	-	635p	700p		640p
635p	650p	735p	800p	750p	
805p	-	855p	900p		
900P	915p	1000p	1030p		
CALTRAIN	San Joaquin	Capitol Corridor	Diridon Station	Cavallaro Transit Center	Pacific Station
736a			740a	-	830p
836a		845a	900a	935a	950a
936a			950a	-	1040p
1036a	1105a	1045a	1100a	1145a	1205p
1136a	1140a (ACE)		1150a	-	1240p
1236p			1245p	-	135p
136p	115p	145p	200p	245p	305p
236p			245P	-	335p
336p		315p	345p	430p	450p
436p	425p		445p	-	535P
536p		520p	545p	630p	650p
636p		645p	655p	740p	800p
736p	740p		750p	-	840p
836p		845p	900P	945P	1005p
936p	950p		1010p	1050p	1110p

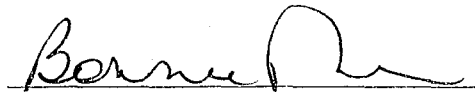
**Santa Cruz Metropolitan Transit District**

DATE: July 18, 2008  
TO: Les White  
General Manager, SCMTD  
FROM: Service Planning and Review Committee  
RE: Fall 2008 Service Change Recommendations

The Service Planning and Review Committee (SPARC) met on July 16<sup>th</sup> to discuss service changes for the Fall 2008 bid. As a result of the discussion at the meeting, both METRO and United Transportation Union Local 23 representatives recommend the following service changes:

1. The addition of three weekday trips and six weekend trips as well as adjustments to some departure times (see attached run time tables). A similar proposal was presented at the JPA meeting on July 10, 2008 and the current proposal includes three additional adjustments to departure times that were requested by other JPA members.
2. Move the departure time of all Route 20 back-up buses at Laguna and Bay five (5) minutes earlier to twenty-five (:25 ) past the hour to more effectively assist the mainline Route 20. This is a cost neutral change.
3. Move the departure times of the inbound weekday Route 66 from the Capitola Mall at 6:15 A.M. and the weekday inbound Route 71 from Watsonville at 5:40 A.M. five minutes earlier. Both of these trips are the first inbound trips of the day for that particular route and adjusting the departure times by 5 minutes will improve connections to other routes traveling northbound at Ocean and Water. This change will cost 10 minutes a day. (.16 x 254 x \$72/hour = \$2926 per year)
4. Remove the detour on all trips of the Route 74. With the completion of the Harkins Slough Bridge, inbound and outbound routing can now resume using Harkins Slough Road. This will improve service to Pajaro Valley High School as well as the neighborhood and commercial district south of Main and Green Valley. This is a cost neutral change.
5. Move the inbound departures on the first two trips of the Route 91X (6:00 am and 6:30 am) 5 minutes earlier to allow connections to other routes at Ocean and Water. This is a cost neutral change.

  
Mary C. Ferrick  
SPARC Co-Chair  
Date 7/21/08

  
Bonnie Morr  
SPARC Co-Chair  
Date 7/21/08

15.d1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008

**TO:** Board of Directors

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

**SUBJECT: CONSIDERATION OF PROPOSED PLAN FOR PUBLIC  
OUTREACH OPTIONS FOR SHORT RANGE TRANSIT PLAN**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors approve the concept of the public outreach recommendations for the Short-Range Transit Plan.**

## II. SUMMARY OF ISSUES

- METRO received a federal grant to develop a Short-Range Transit Plan.
- The firm of Wilbur Smith and Associates was hired to perform the work.
- At the previous Board Meeting, a presentation was made detailing an alternative method of transit service delivery as part of that plan.
- One of the criticisms of the plan was that there was not enough public input on the Trunk and Feeder Concept for the plan to go forward.
- Staff was directed to return with a process to solicit additional input on the concept.
- An outline of a concept follows below in the text.

## III. DISCUSSION

In 2007, Santa Cruz METRO received federal funding to develop a Short-Range Transit Plan. While not a requirement for federal funding, this is a document that the Federal Transit Administration likes to see in the planning documents used by a transit system. It had been many years since Santa Cruz METRO had put together a complete plan, and our situation had changed enough to warrant a complete update. The firm of Wilbur Smith and Associates was hired to develop the plan.

The Metropolitan Transportation Commission (MTC) in the Bay Area does require transit operators to provide them with a SRTP. In examining their guidelines, they state:

16.1

**“PLANNING HORIZON**

*The planning horizon is a minimum of ten years. However, a longer planning horizon may be required if necessary to reflect significant capital replacement and/or rehabilitation that would not fall within the ten year period (e.g., railcars, ferryboats, bus subfleet). A longer planning horizon may also be required if necessary to capture the capital or operating budget implications of significant changes in service (e.g., rail extension coming on line, Regional Express Bus deployment).*

**FREQUENCY OF UPDATES**

*“Full SRTPs” must be completely updated every four years, in the year preceding a Regional Transportation Plan update. In the interim years, MTC requires at a minimum that an operator develop and update a “Mini-SRTP”. The scope of both the Full and Mini-SRTPs is explained below.”*

While this SRTP planning horizon is only 5 years, the issue of a significant change in service delivery is an appropriate item for inclusion in the SRTP.

At the time Wilbur Smith and Associates began the process, METRO was projecting to have an additional \$1 million per year in additional service to deploy. As this would be a major amount of new service, the Board was concerned with where to make these new investments in service expansion. During the time that the work on the plan was undertaken, the economic situation for METRO had changed dramatically. There are no new funds on the horizon for expansion. Further, METRO has had to take funds from reserves in order to balance the budget in the coming two years.

Early on in the process, Wilbur Smith and Associates made a presentation to the Board on the concept of Trunk and Feeder Service as a replacement for the current method of service delivery. The Board at that time showed interest in the concept, but again this was against the backdrop of adding new service.

At the last Board Meeting a presentation was made by the consultants on the draft report, and there were concerns raised regarding whether there had been enough public input to warrant such a major change in the service delivery model for METRO. The Board of Directors requested that staff return with a plan to solicit public input, and then after approval of a plan, to return with what information would be provided to the public.

Staff is proposing an outreach program that would allow us to work closely with the Santa Cruz County Regional Transportation Commission (RTC). This would be in keeping with one of the recommendations from the TDA Triennial Performance Audit from last year. A benefit of this approach is that RTC staff would become more knowledgeable of how METRO operates and delivers service, and our staff would

understand the transportation options provided by the RTC. RTC staff has already compiled an extensive database of community groups interested in transportation issues, and has been making presentations to many of these groups over the past six months. In light of the funding challenges facing both the RTC and the METRO for both the short and longer term, it is appropriate for our two agencies to work collaboratively toward planning transit and transportation improvements throughout the county.

Letters would be sent to a cross section of these agencies and groups that would be consumers as well as non-users of the system. We would also strive to get geographical representation throughout the service area. METRO and RTC would offer to come and make a presentation to them on the future options available for Santa Cruz METRO, as well as provide current transportation options through Commute Solutions.

At each of these presentations, attendees would be given the opportunity to be educated on the pros and cons of the different approaches for delivering service. They would then grade each of these approaches on a 1-5 scale and give any other narrative comments. In addition staff would put on some open public meetings throughout the area to further solicit input that might be missed from the other meetings. Staff will attempt to record one of the presentations by Community TV for subsequent broadcast. The presentation would also be posted on the web and people unable to attend a meeting would be able to complete their comments online. Prior to providing this information to the Board, staff will then provide presentations to MAC and the E&D TAC to gain the comments and suggestions of these advisory groups.

The final comments would then be compiled for the Board of Directors. The intent is then to give the Board the information to make an informed decision as to a preferred option for service delivery into the future, when the SRTP is adopted.

Staff will return in 2-3 months with a proposal for what information is to be presented at these workshops, and will be able to provide an outline for the Board to review at that time.

Staff is recommending that the above process be utilized to solicit input on the advisability of selecting a Trunk and Feeder Service Delivery Concept for implementation in the future.

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

Since existing staff will be utilized, the costs associated with this effort will be confined to the production and distribution of materials, as well as advertising costs associated with the public meetings.

16.3

**V. ATTACHMENTS**

**None**

16.4

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** July 25, 2008  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Maintenance  
**SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS THROUGH NOVEMBER 30, 2008**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of ADA paratransit eligibility process through November 30, 2008.**

## II. SUMMARY OF ISSUES

- The District entered into a contract with Pat Piras Consulting for Review of ADA paratransit eligibility process on May 5, 2008.
- The current contract will expire on July 31, 2008.
- Contractor has requested an extension of time in order to complete the task.
- District staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for Review of ADA paratransit eligibility process to extend the term of the contract to November 30, 2008.

## III. DISCUSSION

The District entered into a contract with Pat Piras Consulting for Review of the ADA paratransit eligibility process. Contractor was to complete the work by July 31, 2008. Contractor has requested an extension of the contract to November 30, 2008.

District staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for Review of ADA paratransit eligibility process to extend the term of the contract to November 30, 2008.

## IV. FINANCIAL CONSIDERATIONS

No financial implications from this action.

17.1



**V. ATTACHMENTS**

**Attachment A:** Contract Amendment

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIRST AMENDMENT TO CONTRACT NO. 08-22  
FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS**

This First Amendment to Contract No. 08-22 for review of ADA paratransit eligibility process is made effective July 25, 2008 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Pat Piras Consulting ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Review of ADA paratransit eligibility process ("Contract") on May 5, 2008.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

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

This Contract shall continue through November 30, 2008. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

17.01

Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR  
PAT PIRAS CONSULTING

By \_\_\_\_\_  
Patrishia Piras  
Principal/Director

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

17.a2