

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA SEPTEMBER 26, 2003 (Fourth Friday of Each Month)

**** CITY HALL COUNCIL CHAMBERS***

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. - Noon

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Susan Trimmingham RE: Bus Traffic
 - b. Lisa Wehara RE: Missing Person Poster
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 8 AND AUGUST 22, 2003
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 7-3. ACCEPT AND FILE AUGUST 2003 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET
- 7-4. CONSIDERATION OF TORT CLAIMS: Jill Anne Aida, Claim #03-0026
Claims: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**

* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF SEPTEMBER 18, 2003 AND THE MINUTES OF THE AUGUST 14, 2003 MEETING
Agenda/Minutes: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF SEPTEMBER 17, 2003 AND THE MINUTES OF THE AUGUST 20, 2003 MEETING
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JULY 2003
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JUNE 2003
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2003
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 7-12. CONSIDERATION OF APPROVAL OF ACCOUNTING TECHNICIAN RECLASSIFICATION
Staff Report: Attached
- 7-13. CONSIDERATION OF ACTIONS TAKEN IN RESPONSE TO EXCESSIVE NOISE ON TWENTY-NINE NEW BUSES
Staff Report: Attached
- 7-14. **DELETED**
- 7-15. CONSIDERATION OF ACCEPTING THE MEXICAN CONSULAR, KNOWN AS THE "MATRICULA CONSULAR", AS A FORM OF IDENTIFICATION FOR PURCHASING BUS PASSES WITH A CHECK
(Moved to Consent Agenda at the September 12, 2003 Board Meeting. Staff report retained original numbering as Item #10)
- 7-16. **ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING LANE, ET AL VS. SANTA CRUZ METRO, U.S. DISTRICT COURT**
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**

7-17. CONSIDERATION OF CHANGE ORDER IN CONTRACT 01-11, PURCHASE OF ELEVEN HIGHWAY 17 BUSES FROM ORION BUS INDUSTRIES

Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**

REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

Presented by: Chairperson Reilly

Staff Report: Attached

9. CONSIDERATION OF AWARD OF CONTRACT FOR EXCESS WORKERS COMPENSATION COVERAGE

Presented by: Tom Stickel, Fleet Maintenance Manager

Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**

10. **MOVED TO CONSENT AGENDA AS ITEM #7-15**

11. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION

Presented by: Bryant Baehr, Operations Manager

Staff Report: **ADDITIONAL DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**

12. **DEFERRED TO THE OCTOBER BOARD MEETINGS**

13. CONSIDERATION OF RENT STRUCTURE AT SANTA CRUZ METRO'S TRANSIT CENTERS

Presented by: Margaret Gallagher, District Counsel

Staff Report: Attached

14. CONSIDERATION OF CONSOLIDATING ALL PUBLIC, ORGANIZATIONAL AND LABOR COMMUNICATION UNDER *ORAL AND WRITTEN COMMUNICATIONS*

Presented by: Margaret Gallagher, District Counsel

Staff Report: Attached

15. CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO SERVICE

Presented by: Margaret Gallagher, District Counsel

Staff Report: Attached

16. CONSIDERATION OF OPTIONS TO REINSTATE THE BUS ADVERTISING PROGRAM
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached – **ATTACHMENT A IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
17. CONSIDERATION OF IMPLEMENTATION OF NEW REGULATIONS REGARDING ACTIVITIES BY THE PUBLIC INCLUDING LEAFLETING AT SANTA CRUZ METRO'S FACILITIES AND VEHICLES
Presented by: Margaret Gallagher, District Counsel
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
18. **DELETED**
19. **CONSIDERATION OF RENEGOTIATED CONTRACT WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ**
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
20. **CONSIDERATION OF AUTHORIZING THE USE OF FOUR METRO BUS STOPS BY THE UCSC ON-CAMPUS SHUTTLE BUSES**
Presented by: Les White, General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
21. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
22. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Subdivision (b) of Section 54956.9)
 - a. Number of Cases: One
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Subdivision (a) of Section 54956.9)
 - a. Name of Case: Rita Gentry v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
 - b. Name of Case: Robert Gouveia v. Santa Cruz Metropolitan Transit District

(Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: General Manager

SUBJECT: MATERIAL FOR THE SEPTEMBER 26, 2003 BOARD MEETING AGENDA

SECTION I: OPEN SESSION:

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION

b. Lisa Wehara RE: Missing Person Poster
(Insert Letter)

CONSENT AGENDA:

ADD TO ITEM #7-3 ACCEPT AND FILE AUGUST 2003 RIDERSHIP REPORT
(Insert Page 1 of Ridership Report)

DELETE FROM ITEM #7-4 CONSIDERATION OF TORT CLAIM: Rosa Linda Quihuiz, Claim #03-0024
(Action taken at September 12, 2003 Board Meeting)

AND

ADD TO ITEM #7-4 CONSIDERATION OF TORT CLAIM: Jill Anne Aida, Claim #03-0026
(Add Tort Claim)

ADD TO ITEM #7-5 ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF SEPTEMBER 18, 2003 AND THE MINUTES OF THE AUGUST 14, 2003 MEETING
(Add Agenda and Minutes)

DELETE ITEM #7-14 CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE FROM RUDOLF F. MONTE FOUNDATION FOR FIREWORKS FUNDRAISER
(Action taken at September 12, 2003 Board Meeting)

ADD TO ITEM #7-16 ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION
(Add Staff Report)

ADD TO ITEM #7-17 CONSIDERATION OF CHANGE ORDER IN CONTRACT 01-11, PURCHASE OF ELEVEN HIGHWAY 17 BUSES FROM ORION BUS INDUSTRIES
(Add Staff Report)

REGULAR AGENDA:

- ADD TO ITEM #9** CONSIDERATION OF AWARD OF CONTRACT FOR EXCESS WORKERS COMPENSATION COVERAGE
(Add Staff Report)
- ADD TO ITEM #11** CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION
(Replace with Revised Staff Report and Revised Attachment F)
- DELETE ITEM #12** CONSIDERATION OF REVISING THE PUBLIC ADVISORY COMMITTEE STRUCTURE
(Deferred to the October Board Meetings)
- ADD TO ITEM #16** CONSIDERATION OF OPTIONS TO REINSTATE THE BUS ADVERTISING PROGRAM
(Add Attachment A)
- ADD TO ITEM #17** CONSIDERATION OF IMPLEMENTATION OF NEW REGULATIONS REGARDING ACTIVITIES BY THE PUBLIC INCLUDING LEAFLETING AT SANTA CRUZ METRO'S FACILITIES AND VEHICLES
(Insert Staff Report)
- DELETE ITEM #18** CONSIDERATION OF PROPERTY ACQUISITION OF 120 GOLF CLUB DRIVE AND 1122 RIVER STREET FOR THE METROBASE PROJECT
(Action taken at the September 12, 2003 Board Meeting)
- ADD TO ITEM #19** CONSIDERATION OF RENEGOTIATED CONTRACT WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ
(Add Staff Report)
- ADD TO ITEM #20** CONSIDERATION OF AUTHORIZING THE USE OF FOUR METRO BUS STOPS BY THE UCSC ON-CAMPUS SHUTTLE BUSES
(Add Staff Report)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA SEPTEMBER 12, 2003 (Second Friday of Each Month)

*SCMTD ENCINAL CONFERENCE ROOM

370 ENCINAL STREET, SUITE 100

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Susan Trimmingham RE: Bus Traffic
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS
5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 8 AND AUGUST 22, 2003

Minutes: Attached

- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

Report: Attached

- 7-3. ACCEPT AND FILE AUGUST 2003 RIDERSHIP REPORT

Report: Attached

PAGE 1 OF THE RIDERSHIP REPORT WILL BE DISTRIBUTED IN THE SEPTEMBER 26, 2003 BOARD PACKET

- 7-4. CONSIDERATION OF TORT CLAIMS: Rosa Linda Quihuiz, Claim #03-0024

Claims: Attached

ACTION REQUIRED AT THE SEPTEMBER 12, 2003 BOARD MEETING

* Please note: Location of Meeting Place

- 7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF SEPTEMBER 18, 2003 AND THE MINUTES OF THE AUGUST 21, 2003 MEETING
Agenda/Minutes: **DOCUMENTATION WILL BE DISTRIBUTED IN THE SEPTEMBER 26, 2003 BOARD PACKET**
- 7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF SEPTEMBER 17, 2003 AND THE MINUTES OF THE AUGUST 20, 2003 MEETING
Minutes: Attached
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JULY 2003
Staff Report: Attached
- 7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JUNE 2003
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2003
Staff Report: Attached
- 7-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
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- 7-11. ACCEPT AND FILE METROBASE STATUS REPORT
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Staff Report: Attached
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Staff Report: Attached
- 7-14. CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE FROM RUDOLF F. MONTE FOUNDATION FOR FIREWORKS FUNDRAISER
Staff Report: Attached

REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chairperson Reilly
Staff Report: Attached

**THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 26, 2003
BOARD MEETING**

9. CONSIDERATION OF AWARD OF CONTRACT FOR EXCESS WORKERS
COMPENSATION COVERAGE
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **DOCUMENTATION WILL BE DISTRIBUTED IN THE
SEPTEMBER 26, 2003 BOARD PACKET**

10. CONSIDERATION OF ACCEPTING THE MEXICAN CONSULAR, KNOWN AS THE
"MATRICULA CONSULAR", AS A FORM OF IDENTIFICATION FOR PURCHASING
BUS PASSES WITH A CHECK
Presented by: Bryant Baehr, Operations Manager
Staff Report: Attached

11. CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ RECERTIFICATION
Presented by: Bryant Baehr, Operations Manager
Staff Report: Attached

12. CONSIDERATION OF REVISING THE PUBLIC ADVISORY COMMITTEE
STRUCTURE
Presented by: Les White, General Manager
Staff Report: Attached

13. CONSIDERATION OF RENT STRUCTURE AT SANTA CRUZ METRO'S TRANSIT
CENTERS
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

14. CONSIDERATION OF CONSOLIDATING ALL PUBLIC, ORGANIZATIONAL AND
LABOR COMMUNICATION UNDER *ORAL AND WRITTEN COMMUNICATIONS*
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

15. CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION
TO ALLOW ADVERTISING FOR SANTA CRUZ METRO SERVICE
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

16. CONSIDERATION OF OPTIONS TO REINSTATE THE BUS ADVERTISING
PROGRAM
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached

17. CONSIDERATION OF POLICY REGARDING LEAFLETING AT METRO CENTERS

Presented by: Margaret Gallagher, District Counsel
Staff Report: **DOCUMENTATION WILL BE DISTRIBUTED IN THE
SEPTEMBER 26, 2003 BOARD PACKET**

18. CONSIDERATION OF PROPERTY ACQUISITION OF 120 GOLF CLUB DRIVE AND 1122 RIVER STREET FOR THE METROBASE PROJECT (See relevant Closed Session Item)
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
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 – ANTICIPATED LITIGATION
(Pursuant to Subdivision (b) of Section 54956.9)
 - a. Number of Cases: Two
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Section 54956.8)

Property: 120 Golf Club Drive
Negotiating parties: City of Santa Cruz on behalf of SCMTD
Yvonne Aiassa, Owner and Negotiator for the property
Under Negotiation: Price and Terms
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Section 54956.8)

Property: 1122 River Street
Negotiating parties: City of Santa Cruz on behalf of SCMTD
Gibson Trust, Jeannine Gibson, Trustee for the property
Under Negotiation: Price and Terms

SECTION III: RECONVENE TO OPEN SESSION

21. REPORT OF CLOSED SESSION

ADJOURN

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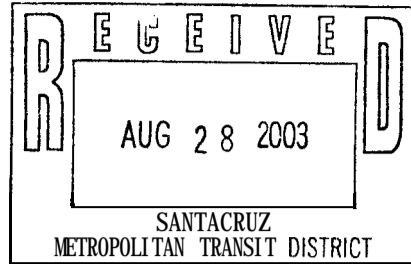
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Santa Cruz Metro District
Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

August 27, 2003



Dear Board of Directors:

I have talked with your Customer Service Department regarding the unusual amount of bus traffic on 38th Avenue, filing a report on 6/15/03. I have noticed that 48 buses, 3 per hour, travel up and down the short distance between Brommer and Portola streets. I was told by Customer Service that "It's been this way for a long time and there is not a whole lot you can do" and that "I could voice my opinion but there was not a lot that could be done." Well, I believe that something can be done and that the Santa Cruz Metro is interested in providing a more up-to-date bus service to our community.

In the last 20 years the population on 38th has changed a lot. There are more families with children and cars in the Mobile Home Parks and less seniors that use the buses for transport. There are people who still use the buses but certainly not enough to warrant 3 buses per hour from the hours of 6:50am to 10:50pm. I suggest rerouting the very early and very late buses which are not being used by the seniors in the convalescent hospital or the retirees in the MHP to 4 1st Avenue and conducting a more recent survey as to what hours the buses are actually used, then limiting buses to those hours which would save your organization money and create a more efficient and economical service.

I have also noticed that the new buses are much noisier than the old ones, which ironically is what brought my attention to the bus traffic. I believe that our community needs to pay attention to reducing transport-related noise and vibration as well as attend to air pollution. My research into this matter has revealed that there are direct links to mental and physical ailments through continual exposure to noise and vibration, especially in children. I also understand that the Santa Cruz Metro is aware of the noise problem and working on it -Thank you.

Please consider my suggestions when planning bus routes this September.

Sincerely,

A handwritten signature in black ink that reads "Susan W. Trimingham".

Susan W. Trimingham
911 38th Avenue #4
Santa Cruz, CA 95062
83 1-475-2303

cc: Jan Beautz

Date: Mon, 8 Sep 2003 16:34:54 -0700 (PDT)
From: Lisa Wehara <lwehara@yahoo.com>
Subject: Request for posting of fliers
To: dcarr@scmtd.com
Cc: Mike Aydelott <maydelott@aol.com>

Dear Dale Carr and the Santa Cruz Metropolitan Transit District Board of Directors:

I am helping with the search for missing Teacher Nancy MacDuckston. She was last seen in Davenport, CA on August 11 th.

My 4 year old son is now at Carlmont Parents Nursery School in Belmont. He was expecting to start in Teacher Nancy's class this week. My first grade daughter loves Teacher Nancy and has fond memories of her class.

Good Morning America reported on this case at
http://abcnews.go.com/sections/GMA/US/GMA030827Missing_teacher.html.

Teacher Nancy is a wonderful person who gives so much to the community. She has been a co-op preschool teacher for almost 20 years, inspiring over 500 families, both children and parents alike, with her patience, dedication, and love. We are heartsick.

I understand that it is district policy to disallow posting of fliers in your buses. I am asking for an exception to this policy due to the urgent circumstances involved. The transit district has the opportunity to be instrumental in finding more witnesses which could lead to the safe return of Teacher Nancy.

I am attaching two Word documents with fliers in English and Spanish with the hope that you will help bring Teacher Nancy home safely. Teacher Nancy's family has set up a website at www.findteachernancy.com. It is being updated with more recent information on the man sought for questioning.

Sincerely,

Lisa Wehara

Do you Yahoo!?
Yahoo! SiteBuilder - Free, easy-to-use web site design software



[nancy flyer.doc](#)



[nancyenespanol.doc](#)

MISSING WOMAN

Missing since 8/11/03

Name:	Nancy MacDuckston
Age:	52
Height:	5'6"
Weight:	125
Hair:	Dark Blonde, chin length
Eyes:	Blue
Hometown:	Belmont, CA
Last seen:	Davenport, CA

Nancy was seen Monday, August 11th in and around Davenport during the day. She was last seen at approximately 5:30pm having dinner with the unidentified man whose sketch is below.

Nancy's vehicle, a tan Mazda minivan (CA license #4POG552) was located on Tuesday, 8/12/03, parked on Hwy 1 just north of Davenport. She has not been seen nor heard from since.

If you have seen Nancy, the unidentified male, or have any information on her disappearance, please contact the Belmont Police immediately at 650595.7400.

The unidentified male is described as – early 50s, height 5'6", weight 160lb, brown speckled hair, Asian or Polynesian.

WWW.FINDTEACHERNANCY.COM



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 8, 2003

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 8, 2003 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Jeff Almquist (arrived after roll call)
Michelle Hinkle
Mike Keogh
Ana Ventura Phares
Emily Reilly
Mike Rotkin
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Jan Beautz
Dennis Norton
Ex-Officio Wes Scott

STAFF PRESENT

Mark Dorfman, Asst. General Manager	Elisabeth Ross, Finance Manager
Margaret Gallagher, District Counsel	Judy Souza, Base Superintendent
Steve Paulson, Paratransit Administrator	Tom Stickel, Fleet Maint. Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Heather Boerner, *Sentinel*
Jake Hurley, SEIU
Manny Martinez, PSA
Eileen Pavlik, SEA

Karena Pushnik, SCCRTC
Will Regan, VMU
Jim Taylor, UTU

2. ORAL AND WRITTEN COMMUNICATION

Written:

a. R. Paul Marcelin-Sampson

RE: Paratransit

Oral:

Jan Van Boeschoten resides in the area proposed for the second phase of the MetroBase project. He wants to have input into mitigating what will be happening around his residence if the second phase of the MetroBase project is approved. He wants to be involved in the early

stages of the process. He is considering selling his property and would be interested in METRO purchasing it. Director Rotkin informed Mr. Van Boeschoten that there is no timeline for building Phase II of MetroBase at this time.

DIRECTOR AINSWORTH ARRIVED.

3. LABOR ORGANIZATION COMMUNICATIONS

Nothing to report.

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Nothing to report.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Nothing to report.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None

CONSENT AGENDA

7-1. APPROVE REGULAR BOARD MEETING MINUTES OF JULY 11 AND JULY 25, 2003

No questions or comments.

7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

**7-3. ACCEPT AND FILE JULY RIDERSHIP REPORT
PAGE 1 WILL BE PRESENTED FOR CONSIDERATION AT THE AUGUST 22, 2003
BOARD MEETING**

No questions or comments.

7-4. CONSIDERATION OF TORT CLAIMS: Deny the claim of: April Short, Claim #03-0023

No questions or comments.

7-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 14, 2003 AND THE MINUTES OF THE JULY 17, 2003 MEETING

No questions or comments.

7-6. ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF AUGUST 20, 2003; There was no MUG meeting held in July

No questions or comments.

7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2003; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$950,000 FOR CARRYOVER IN THE FY 03-04 BUDGET, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS

Director Rotkin commented that it would be helpful to know how many legal claims are pending. Margaret Gallagher stated that there are no major litigation cases at this time. There are three or four civil litigation cases, however.

There was discussion of the FTA Formula Operating Assistance funds. The budgeted allocation should have been from FY 01-02 instead of FY 02-03. The \$2.8 million figure will be used in the FY 03-04 budget. Also discussed were the Intensive Transit Formula and the new Reauthorization numbers.

DIRECTOR ALMQUIST ARRIVES.

7-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MAY 2003

Director Reilly asked if there were fewer rides in May because of the recertification and was told that the recertification is proceeding and may be affecting ridership.

7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003 WILL BE PRESENTED TO CONSIDERATION AT THE AUGUST 22, 2003 BOARD MEETING

No questions or comments.

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

Mark Dorfman pointed out that ridership has definitely increased this summer vs. last.

7-11. ACCEPT AND FILE METROBASE STATUS REPORT

Mr. Dorfman stated that two weeks have been lost due to delays, however, if the Board approves the award of contract today, a Notice to Proceed would be issued this afternoon.

7-12. CONSIDERATION OF REVISION TO POLICY ON ISSUANCE OF FREE PASSES

No questions or comments.

7-13. ACCEPT AND FILE REPORT ON GENERAL MANAGER LES WHITE'S RECENT TRIP TO WASHINGTON, DC FOR THE APTA LEGISLATIVE CONFERENCE AND LOBBY DAY
ORAL PRESENTATION WILL TAKE PLACE AT THE AUGUST 22, 2003 BOARD MEETING

No questions or comments.

REGULAR AGENDA

ITEM #14 WAS TAKEN OUT OF ORDER.

14. CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE METROBASE PROJECT

Summary:

Mark Dorfman cited the changes made to this staff report: The actual contract is included in the August packet, along with Exhibit C which outlines 5 stipulations pertaining to the contractor's scope of work, billing rates, key personnel, and fees and costs. A modified project schedule is also included. Mr. Dorfman added that the fees and costs are fixed and cannot be modified without written approval from METRO.

Discussion:

Mr. Dorfman stated that the individual proposals from subcontractors were bid to RNL Design, not METRO. Director Tavantzis expressed concern that there are no penalties to RNL Design for not meeting the schedule and asked the Board to direct staff to inform RNL of the seriousness of adhering to the schedule. Director Tavantzis will see if she has language in this regard for future boilerplate RFPs. It was determined that RNL will submit a mini-proposal for change orders utilizing the same rates. Staff will return to the Board if they feel a project insurance policy is necessary.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ALMQUIST

Approve the contract with RNL Interplan, Inc. dba RNL Design in the amount of \$2,530,761 to design and engineer the MetroBase project.

Motion passed unanimously with Directors Beautz and Norton being absent.

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the August 22, 2003 Board Meeting.

Discussion:

There was a brief discussion regarding moving employees to the next month to accept their longevity awards when they do not attend the Board Meeting at which they were originally scheduled. It was determined that it would be left up to the employee's manager as to whether the anniversary employees are carried over to the next month's Board meeting or not.

9. **CONSIDERATION OF REQUEST FOR SHUTTLE SERVICES TO THE CAPITOLA ART & WINE FESTIVAL**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move to Consent Agenda.

Motion passed unanimously with Directors Beautz and Norton being absent.

10. **CONSIDERATION OF CONTRACT RENEWAL WITH SHAW YODER FOR STATE LEGISLATIVE SERVICES**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move to Consent Agenda.

Motion passed unanimously with Directors Beautz and Norton being absent.

11. **CONSIDERATION OF CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES**

ACTION: MOTION: DIRECTOR HINKLE SECOND: DIRECTOR PHARES

Move to Consent Agenda.

Motion passed unanimously with Directors Beautz and Norton being absent.

12. **DELETED**

13. **CONSIDERATION OF REQUEST TO DESIGNATE AREAS FOR PUBLIC DISTRIBUTION OF LEAFLETS AT METRO-OWNED TRANSIT CENTERS WILL BE PRESENTED FOR CONSIDERATION AT THE AUGUST 22, 2003 BOARD MEETING**

No questions or comments.

15. **CONSIDERATION OF ENDORSING A RESOLUTION SUBMITTING THE BUDGET ACCOUNTABILITY ACT TO THE VOTERS OF THE STATE OF CALIFORNIA**

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR ROTKIN

Move to Consent Agenda.

Motion passed unanimously with Directors Beautz and Norton being absent.

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

17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

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

Margaret Gallagher reported that there would be a conference with Legal Counsel regarding civil litigation in the Erdem Essengil case. Also being discussed are the cases of Gamble vs. METRO and Bailey vs. METRO. The case of Ellen Adams will not be discussed today. There is also one anticipated litigation case in which Robert Yount threatened a lawsuit during a MASTF meeting.

19. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Irving, who has been visiting Santa Cruz for 30 years, expressed his outrage that the Board is considering a threatened lawsuit. He asked why the Board is considering such a casual remark and added that it should be the responsibility of the complainant to give a bill of particulars when demanding \$1.5 billion. He asked the Board to: 1) ignore the threatened suit; 2) challenge the complainant to present a bill of particulars or to indicate where he came up with the figure of \$1.5 billion.

Director Almquist asked staff to agendize the status of the JPA agreement for Highway 1 on the 8/22/03 agenda. At the JPA committee level, there has been discussion regarding the design build and whether METRO should be a party to it. He also informed the Board of the Dutra bill which would be a design build model utilizing Caltrans engineers instead of private engineers.

SECTION II: CLOSED SESSION

Vice Chairperson Keogh adjourned to Closed Session at 9:40 a.m. and reconvened to Open Session at 10:12 a.m.

SECTION III: RECONVENE TO OPEN SESSION

20. REPORT OF CLOSED SESSION

Margaret Gallagher stated that there is nothing to report at this time.

ADJOURN

There being no further business, Vice Chairperson Keogh adjourned the meeting at 10:12 a.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 22, 2003

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 22, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Jeff Almquist (arrived after roll call)
Jan Beautz (arrived after roll call)
Michelle Hinkle
Mike Keogh
Dennis Norton
Ana Ventura Phares
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Emily Reilly
Mike Rotkin
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Asst. General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager

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

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Sharon Barbour, MASTF
Heather Boerner, *Sentinel*
Jenna Glasky, SEA
Gary Klemz, SEIU
Paul Marcelin-Sampson, Metro Riders Union

Manny Martinez, PSA
Bonnie Morr, UTU
Robert Yount, Transit Rider
Amy Weiss, Spanish Interpreter
Linda Wilshusen, SCCRTC

2. ORAL AND WRITTEN COMMUNICATION

Written:

a. R. Paul Marcelin-Sampson

RE: Paratransit

Oral:

Robert Yount spoke regarding being allergic to cigarette smoke and how smoking at the transit centers affects him. He wrote down his concerns and these are attached to the Minutes.

DIRECTORS AINSWORTH AND BEAUTZ ARRIVED.

3. LABOR ORGANIZATION COMMUNICATIONS

Nothing to report.

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Nothing to report.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Sharon Barbour, Chair of MASTF, presented the following Motion from their August 14, 2003 meeting to the Board:

In June, METRO directed staff to prepare a report about the relationship between the Santa Cruz Metropolitan Transit District (METRO) and the Metro Accessible Services Transit Forum (MASTF). MASTF was not officially informed of this desire for reassessment until our August meeting – two months later – although the information was in the Board Packet, the newspaper, and signs in the buses. MASTF should not learn about Board interest in our organization through the newspaper. This information should come directly from METRO. As a matter of courtesy, MASTF requests that in the future, any Board interest in MASTF be officially presented to MASTF in a timely manner. Please include in this official notice both the areas of concern and the reasons for this concern.”

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

The staff report for Item 13B was distributed to the Board and made available to the public.

SECTION I:

CONSENT AGENDA:

- | | |
|--------------------------|---|
| ADD TO ITEM #7-3 | ACCEPT AND FILE JULY 2003 RIDERSHIP REPORT
(Insert Page 1 of Ridership Report) |
| ADD TO ITEM #7-9 | ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003
(Add Report) |
| ADD TO ITEM #7-18 | CONSIDERATION OF SUBMITTING A RESPONSE TO THE GRAND JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL REPORT
(Add Staff Report) |

REGULAR AGENDA:

- DELETE ITEM #12** CONSIDERATION OF STATUS OF CITIZEN ADVISORY COMMITTEE EVALUATION
(Deferred to September Board Meeting)
- ADD TO ITEM #13** A. CONSIDERATION OF REQUESTS FROM *LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION*:
1. AGENDA SPACE AT THE REGULAR BOARD MEETINGS SIMILAR TO MUG AND MASTF
2. SPACE IN THE *HEADWAYS* PUBLICATION
3. SPACE FOR DISPLAY POSTERS INSIDE THE BUSES AT NO CHARGE TO THE METRO RIDERS UNION
(Insert Staff Report)
B. CONSIDERATION OF REQUEST FROM *LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION* TO DISTRIBUTE LEAFLETS AT METRO-OWNED TRANSIT CENTERS
Presented by: Margaret Gallagher, District Counsel
Staff Report:
(Staff Report will be distributed at the August 22, 2003 Board Meeting)
- DELETE ITEM #14** CONSIDERATION AND APPROVAL OF CONTRACT WITH RNL INTERPLAN, INC., D.B.A. RNL DESIGN FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE METROBASE PROJECT
(Action taken at the August 8, 2003 Board Meeting)
- ADD TO ITEM #16** CONSIDERATION OF STATUS OF HIGHWAY 1 WIDENING/HOV JOINT POWERS AUTHORITY FORMATION
(Add Staff Report)
- ADD TO ITEM #17** CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO TRANSIT SERVICE
(Add Staff Report)
- ADD TO ITEM #18** CONSIDERATION OF ROUTE SUBSIDY BY PACIFIC UNION APARTMENTS
(Add Staff Report)

CONSENT AGENDA

ITEM #7-13 WAS TAKEN OUT OF ORDER FOR LES WHITE TO GIVE HIS ORAL REPORT.

7-13. ACCEPT AND FILE REPORT ON GENERAL MANAGER LES WHITE'S RECENT TRIP TO WASHINGTON, DC FOR THE APTA LEGISLATIVE CONFERENCE AND LOBBY DAY

Mr. White reported that he traveled to Washington, DC on July 22 and 23, 2003 for the primary purpose of attending meetings on the reauthorization of the TEA-21, which expires at the end of September 2003. The APTA Legislative Committee met on July 22nd to react to issues presented by the two authorizing committees. Mr. White also scheduled meetings with legislative members to discuss Pacific Station/Metro Center and the inclusion of the High Intensity Transit Tier proposal in the next Authorization Bill. Mr. White requested \$8,667,000 to support redevelopment of the Pacific Station/Metro Center as a complete mixed use facility or as an expanded redeveloped transit center. He asked Congress to include funds for the transit component in the Reauthorization Bill.

Mr. White also met regarding the High Intensity Transit Tier study conducted by FTA of communities under 200,000 in population with higher than normal ridership and service levels. The current formula does not respond to the needs of those systems. During the discussions language was formulated which was met with enthusiasm by both the majority and minority sides of the House and four preferred co-authors were identified.

In addition to the above-stated meetings, Mr. White met with administrative staff members of several legislators (Boxer, Eshoo, Farr, Feinstein, Santorum, etc.) and with the Chief Counsel of FTA to ensure the proposal is consistent with what the FTA wants to do.

In conclusion, Mr. White's goal was to advance both the High Intensity Transit Tier and elevate consideration of the request for initiating funding for Pacific Station/Metro Center.

- 7-1. **APPROVE REGULAR BOARD MEETING MINUTES OF JULY 11 AND JULY 25, 2003**
- 7-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS**
- 7-3. **ACCEPT AND FILE JULY RIDERSHIP REPORT**
- 7-4. **CONSIDERATION OF TORT CLAIMS: Deny the claim of: April Short, Claim #03-0023**
- 7-5. **ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 14, 2003 AND THE MINUTES OF THE JULY 17, 2003 MEETING**
- 7-6. **ACCEPT AND FILE AGENDA FOR THE MUG COMMITTEE MEETING OF AUGUST 20, 2003; There was no MUG meeting held in July**
- 7-7. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2003; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$950,000 FOR CARRYOVER IN THE FY 03-04 BUDGET, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS**
- 7-8. **ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MAY 2003**
- 7-9. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2003**
- 7-10. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE**
- 7-11. **ACCEPT AND FILE METROBASE STATUS REPORT**
- 7-12. **CONSIDERATION OF REVISION TO POLICY ON ISSUANCE OF FREE PASSES**
- 7-14. **CONSIDERATION OF REQUEST FOR SHUTTLE SERVICES TO THE CAPITOLA ART & WINE FESTIVAL**
(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #9)
- 7-15. **CONSIDERATION OF CONTRACT RENEWAL WITH SHAW YODER FOR STATE LEGISLATIVE SERVICES**

(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #10)

7-16. **CONSIDERATION OF CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES**

(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #11)

7-17. **CONSIDERATION OF ENDORSING A RESOLUTION SUBMITTING THE BUDGET ACCOUNTABILITY ACT TO THE VOTERS OF THE STATE OF CALIFORNIA**

(Moved to Consent Agenda at the August 8, 2003 Board Meeting. Staff report retained original numbering as Item #15)

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR PHARES

Director Norton asked the Chair to pull Item #7-18 from the Consent Agenda for further discussion. This item will become #18a on the Regular Agenda.

By affirmative vote, move passage of the Consent Agenda, including Item #7-17 by unanimous voice vote in lieu of a roll call. Motion passed unanimously with no dissents registered and with Directors Almquist, Reilly and Rotkin being absent.

DIRECTOR ALMQUIST ARRIVED.

REGULAR AGENDA

8. **PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

Discussion:

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

TEN YEAR

Margaret Gallagher, District Counsel

FIFTEEN YEARS

Russell Thomas, Mechanic II – carried over from the July 25th Board Meeting
Ward Howard, Body Repair Mechanic – carried over from the July 25th Board Meeting

TWENTY-FIVE YEARS

James Strickland, Bus Operator – carried over from the July 25th Board Meeting

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

10. **MOVED TO CONSENT AGENDA AS ITEM #7-15**

11. **MOVED TO CONSENT AGENDA AS ITEM #7-16**

12. **DELETED**

13. A. **CONSIDERATION OF REQUESTS FROM LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION:**

1. AGENDA SPACE AT THE REGULAR BOARD MEETINGS SIMILAR TO MUG AND MASTF

Summary:

Margaret Gallagher reported that Paul Marcelin-Sampson's Bus Riders' Union has issued a letter making several requests. She pointed out that his request for space on the agenda each month differs from MUG and MASTF receiving agenda space since MUG and MASTF are recognized in the District Bylaws as official advisory groups to the Board. She expressed concern that if Mr. Marcelin's group receives a dedicated agenda item each month that other non-advisory, non-union groups would request the same resulting in a lengthy agenda. It was also pointed out that any group or individual could speak under the *Oral and Written Communications* section on the agenda and if discussion is necessary, the item could be agendaized for a subsequent meeting.

2. SPACE IN THE HEADWAYS PUBLICATION

Summary:

Ms. Gallagher stated that MUG and MASTF are listed in the *Headways* under Metro Citizen Input because they are official advisory groups to the Board. If allowed, Mr. Marcelin's request for space in the *Headways* would be giving space to a group that is not recognized as an advisory group with METRO and would set a precedent to make this publication available for outside groups.

3. SPACE FOR DISPLAYING POSTERS INSIDE THE BUSES AT NO CHARGE TO THE METRO RIDERS UNION

The two concerns on this issue are whether advertising space on the buses would be construed as a gift of public funds by allowing organizational posters in the buses which would displace a paying advertiser. Ms. Gallagher also pointed out that the current advertising policy states that METRO is limited to commercial advertising only. The policy would need to be revised to act on non-commercial advertising requests.

Discussion:

Director Beautz stated that all other agencies that she is aware of have *Oral Communications* on their agendas where groups are allowed to speak. She questioned why METRO has the separate communications on the Board agenda and leaned towards putting all groups, including labor, under Oral Communication rather than expanding the agenda with separate items for each group. Director Beautz asked staff to confer with MUG and MASTF regarding placing them under Oral Communications.

Public Discussion:

Sharon Barbour of MASTF gave a brief history of MASTF and stated that MASTF met as a group for 9 months before it was recognized by the Board and accepted as an advisory group. MASTF provided the Board with a fully formed chartered group that stated it had issues that pertained specifically to METRO ridership. She added that the Metro Riders Group has not supplied the Board with a fully formed group, a charter or with bylaws. Ms. Barbour added that by having their own spot on the agenda, the Board is showing respect for the group and that MASTF is speaking with a certain amount of authority.

Paul Marcelin-Sampson stated that it is easier to form a group for seniors and the disabled because they have existing groups from which to recruit members. He added that he is trying to set up an infrastructure with the Riders Union so people can talk with ordinary bus riders since there is no existing group to represent this segment. He further stated that he needs to be able to approach people with a newsletter informing them of this group. He is asking the Board to give all groups consistent treatment. He explained that his request to put posters on the buses did not ask for them to be displayed free of charge. He expressed his frustration that his request of ten weeks ago yielded a phone call just two days ago. Mr. Marcelin also expressed concern that there was a \$10 charge for the CD he requested of various data. He summarized his goals as: to reach out to ordinary bus riders, to put the Metro Riders Union's phone number in the *Headways*, and to hand out materials at the Metro centers.

There was no more public input at this time.

Director Almquist stated that the METRO agency has one of the most open processes he has ever seen. He added that any organization for riders should have the opportunity to participate and all should be treated equally. Director Almquist stated that some of Mr. Marcelin's requests should be addressed during the future discussion of MUG and MASTF in order to treat groups representing riders equally. The discussions of advisory groups have been postponed to September at which time Director Almquist suggested Mr. Marcelin's requests be addressed.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ

Postpone all of Item #13 to the discussion in September about relationship with advocacy groups in general, except for Item 13B.

Director Phares pointed out that each Board member informs their constituents of what happens at the Board meetings so they are outreaching as well.

Motion passed with Directors Reilly and Rotkin being absent.

- B. CONSIDERATION OF REQUEST FROM LA UNIÓN DE LOS PASAJEROS DE METRO/THE METRO RIDERS UNION TO DISTRIBUTE LEAFLETS AT METRO-OWNED TRANSIT CENTERS**

Discussion:

Directors Ainsworth and Norton questioned the 5' buffer zone and whether this distance is adequate. Les White explained that this distance was chosen as it allow riders to deboard the bus; a larger buffer zone would prohibit the distributors from certain bus lanes as they would be violating the 5' regulation. Mr. White also suggested that the Board review this regulation in six months. Concerns involved use of amplifying equipment, hours of operation, increased buffer zone, cleaning up any distributed materials that are discarded on the grounds by riders, designated areas for distribution, setting a precedent for other organizations to distribute leaflets, safety of riders and drivers.

It was noted that technically there is nothing stopping any organization from leafletting at the Metro centers now, however, the security staff will need direction on this. It was suggested that the leaflets be placed in a wall rack for interested parties to take.

Paul Marcelin-Sampson stated that his goal is to reach riders going to South County, which would be Lane 4 at the Pacific Station/Metro Center. Bonnie Morr of UTU has concerns regarding the section on Enforcement Provisions as it relates to employee discipline and/or termination. Mr. White stated that staff will instruct security personnel that if anyone does leaflet, to give them the widest latitude possible and only intervene if there is a safety issue.

Director Almquist pointed out that the proposed Regulation specifies only the Pacific Station/Metro Center and Watsonville transit center. Since the Scotts Valley transit center is leased to a private party an amendment would need to be made to the lease. In lieu of an amendment, it was suggested that the regulation be very clear that the Scotts Valley transit center is not included in the leafleting areas.

Sharon Barbour asked that if there is no specific location designated for leafletters, that there be time restrictions on when leafleting could occur. She is concerned about riders being approached after dark when they are alone at the metro centers.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR AINSWORTH

Continue Item to the September 26th Board meeting.

Motion passed with Directors Reilly and Rotkin being absent.

14. **DELETED**

15. **MOVED TO CONSENT AGENDA AS ITEM #7-16**

16. **CONSIDERATION OF STATUS OF HIGHWAY 1 WIDENING/HOV JOINT POWERS AUTHORITY FORMATION**

Summary:

Les White commented that this item was placed on the agenda due to the reconsideration of AB692 which conveyed on the SCCRTC the authority for "design build" which is now "design

build/design sequencing” authority. The question arose as to whether or not it is necessary for METRO to continue in the JPA working group for the Highway 1/HOV project. METRO’s current “design build” authority is valid through the end of 2004. Staff is asking direction as to whether the Board desires staff and Director Tavantzis to remain on the JPA working group or to sever their relationship with the group. Chairperson Reilly wrote a letter to the Board indicating that the “design build” is something people are interested in. The new designation of “design build/design sequencing” allows METRO to do sequencing with Caltrans.

Discussion:

Director Beautz stated that the JPA working group still needs METRO to have the “design build” ability. Being the largest transportation issue in the county, Director Beautz stated that METRO should be a part of this. Director Almquist agrees and added that there is nothing preventing METRO from stating that it wants a point of access for bus lines and a drop off for local connections. Les White and Mark Dorfman should have input into the initial structuring issues. Director Norton stated that it doesn’t seem fair that METRO should have to pick up 35% of the cost. Director Tavantzis supports METRO’s involvement in the working group as it gives the Board a non-jurisdictional overview of the whole project.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR AINSWORTH

Continue discussion to September 26th Board meeting or later date when JPA agreement comes to the Board for consideration.

Motion passed with Directors Reilly and Rotkin being absent.

17. CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO TRANSIT SERVICE

Summary:

Margaret Gallagher stated that the Board took action in order to procure as much revenue as possible while making sure advertising did not discourage Riders. She received a request from RTC to publish an advertisement of Commute Solutions on our buses. This would bring in no revenue to the District. Due to strict definitions, METRO cannot advertise its own service. Staff is requesting that the Board amend the policy so METRO can advertise its services, programs and activities that it would wish to promote.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR AINSWORTH

Continue this item until September.

Discussion:

Director Norton spoke of the “1 in 5” program, in which METRO is a major participant, and stated that he anticipated that METRO buses could be used as part of their advertising campaign. Printed materials would stay within the frames and could be at bus stops. The “1 in 5” program would pay for the costs of printing and installing the materials. Mr. White responded

that the ads could be installed on the interior of the buses immediately. No new ads have been allowed to be placed on the exterior of the buses since the Obie contract expired. If the Board approves staff's request to amend the advertising policy and regulation to allow METRO to advertise its services, then staff would return to the Board in September with a proposal to move to framed advertising.

Public Comment:

Linda Wilshusen stated that RTC would appreciate participation by METRO in the "1 in 5" campaign, which will run through the end of October.

Motion passed with Directors Reilly and Rotkin being absent.

18. CONSIDERATION OF ROUTE SUBSIDY BY PACIFIC UNION APARTMENTS

Summary:

Mark Dorfman reported that METRO was approached by the owner/developer of the Pacific Union Apartments on Shaffer Road to provide bus service to the non-university residents of that complex. Staff found a route that could provide this service. Pacific Union Apartments will underwrite the cost of the extension of a route to fulfill this service request. Monthly payments will be made to METRO for rides taken and if this service is successful, Pacific Union would pay METRO \$1.50 per ride and residents would receive magnetically coded bus passes. If the monthly payments are not made, service will be discontinued. The extension of service will be 5 days per week only.

Discussion:

Paul Marcelin-Sampson asked what the riders would do on the weekends when the service extension is only 5 days per week. Mr. Dorfman added that the passes will be good anywhere on the system and the developer will pay for those rides as well. Even though the route would be extended only 9 months of the year, the developer would pay for 12 months. Director Norton suggested that staff be involved in the process of new developments sooner in order to secure more of this type of service. He suggested that staff send letters to all jurisdictions advising them if they would like this type of service, to include METRO in the negotiations prior to finalizing the projects.

DIRECTOR PHARES LEFT THE MEETING.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR AINSWORTH

Authorize the General Manager to enter into an agreement with Pacific Union Apartments to provide for a route subsidy to extend service on Route 20 – University via Westside. Direct staff to immediately cease service without having to return to the Board if monthly payments default.

Motion passed with Directors Phares, Reilly and Rotkin being absent.

**18a. CONSIDERATION OF SUBMITTING A RESPONSE TO THE GRAND JURY REGARDING RECOMMENDATIONS FROM THE 2002-2003 FINAL REPORT
(Moved from Consent Agenda for further discussion)**

Discussion:

Director Norton stated that he feels some of these points are valid and should possibly be considered. He added that the word “disagrees” is too strong in two areas. Director Beautz responded that the Grand Jury Recommendation which states METRO should provide service at the Pajaro station means that we would be providing service in another county. Mark Dorfman added that MST has already committed to providing service to the Pajaro Station. Regarding the recommendation on the Highway 17 Express coordinating schedules with VTA, Director Norton suggested that the response of “disagrees” be softened. Mr. Dorfman pointed out that standard responses were requested with one of them being “disagrees”.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR BEAUTZ

Submit responses to the Grand Jury as outlined in the staff report.

Paul Marcelin-Sampson commented that staff has control over the feeder service to the Highway 17 buses and that staff should respond that they will start a service planning process to look at these things. He spoke of the BRT (Bus Rapid Transit) and that its main strategy is to reduce stops. Director Beautz added that all these things take money and since money is not available, it is correct to respond with “disagree”.

Mark Dorfman will work with Director Norton on the language for the Highway 17 portion of the responses.

Motion passed with Director Norton voting “no” and Directors Phares, Reilly and Rotkin being absent.

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

Margaret Gallagher reported that the Board would discuss the case of Scott Takahana vs. METRO in Closed Session.

20. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Vice Chairperson Keogh adjourned to Closed Session at 11:23 a.m. and reconvened to Open Session at 11:31 a.m.

SECTION III: RECONVENE TO OPEN SESSION

21. REPORT OF CLOSED SESSION

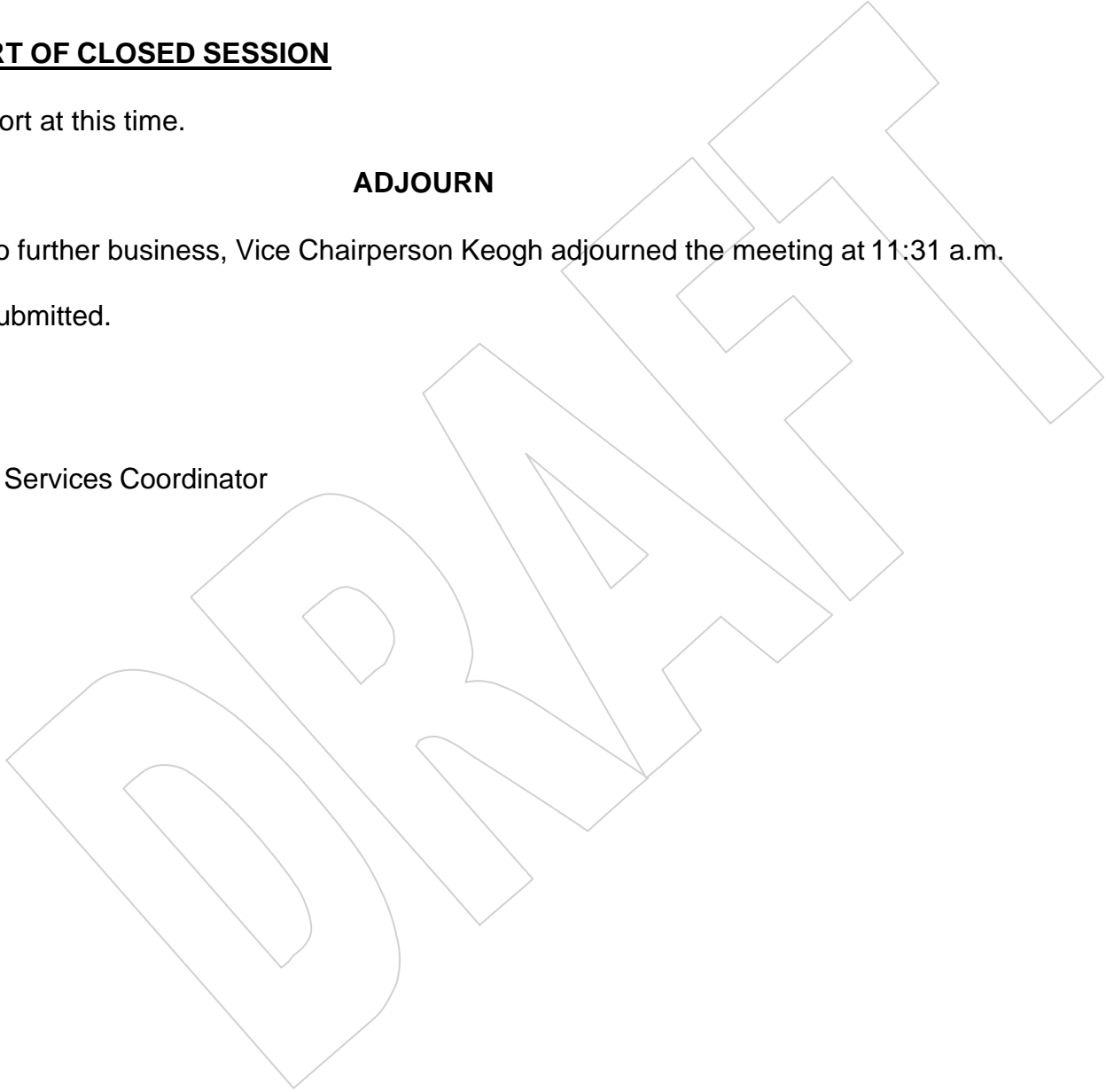
Nothing to report at this time.

ADJOURN

There being no further business, Vice Chairperson Keogh adjourned the meeting at 11:31 a.m.

Respectfully submitted.

DALE CARR
Administrative Services Coordinator



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

DATE: 08/01/03 THRU 08/31/03

CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
09/04/03	-44.00	VOID CHECK	83372	VOID CHECK	-44.00	PRE-PAID
-06 08/08/03	471.34	ROY MILLER FREIGHT LINES	83334	FREIGHT OUT/CCW	471.34	
-09 08/08/03	876.75	ENVIRONMENTAL & OCCUPATIONAL	83335	PROF SVCS 6/21-7/4	876.75	
-10 08/08/03	9,858.35	VISION SERVICE PLAN	83336	AUG VISION INSURANCE	9,858.35	
-11 08/08/03	7,619.77	NEW FLYER INDUSTRIES LIMITED	83337	REV VEH PARTS 690	690.00	
			83338	REV VEH PARTS 179	205.92	
			83339	REV VEH PARTS 49	49.37	
			83340	REV VEH PARTS 711	710.63	
			83341	REV VEH PARTS 191	191.35	
			83342	REV VEH PARTS 102	102.28	
			83343	REV VEH PARTS 102	102.28	
			83344	REV VEH PARTS 78	77.72	
			83345	REV VEH PARTS 821	821.20	
			83346	REV VEH PARTS 3749	3,748.74	
			83347	REV VEH PARTS 920	920.24	
+12 08/08/03	479.00	DOMINICAN HOSPITAL OF S C	83348	JUN DRUG TESTING	479.00	
+13 08/08/03	183.63	WASTE MANAGEMENT OF SC CO	83349	JUL MT HERMON/KINGS	41.60	
			83350	JUL KINGS VILLAGE	142.03	
+14 08/08/03	81,281.41	DEVCO OIL	83351	JUL FUEL	81,281.41	
+15 08/08/03	396.00	SANTA CRUZ MEDICAL CLINIC	83352	JUN MEDICAL EXAMS	396.00	
+16 08/08/03	274.88	MOHAWK MFG. & SUPPLY CO.	83353	REV VEH PARTS 275	274.88	
+17 08/08/03	4,329.54	HARTFORD LIFE	83354	AUG LIFE/AGED INS	4,329.54	
+18 08/08/03	10.00	SANTA CRUZ COUNTY LAW LIBRARY	83355	COPIES/LEGAL	10.00	
+19 08/08/03	71.73	JAMES PUBLISHING, INC	83356	PERSONAL INJRY CASES	71.73	
+20 08/08/03	18.15	A TOOL SHED INC.	83357	EQUIPMENT RENTAL	18.15	
+21 08/08/03	137.41	APPLIED INDUSTRIAL TECH	83358	O RINGS/2200	3.24	
			83359	CHAIN TOOL/2200	50.25	
			83360	SPROCKET/2200	83.94	
+22 08/08/03	1,414.00	CRANE CERTIFICATION CO.	83361	INSPECT/TEST CRANES	1,414.00	
+23 08/08/03	374.52	KLEEN-RITE	83362	REPAIR STEAM CLEANER	357.78	
			83363	REPAIR STEAM CLNRS	16.74	
+24 08/08/03	2,000.00	SHAW & YODER, INC.	83364	JUN LEGISLATIVE SVCS	2,000.00	
+25 08/08/03	569.89	CHEMSEARCH	83365	PUREWASH SYSTEMS	569.89	
+26 08/08/03	11,277.83	CALIFORNIA SERVICE EMPLOYEES	83366	AUG MEDICAL	11,277.83	
+27 08/08/03	4,671.94	CHANZY, CAROLYN & ASSOC., INC.	83367	AUG LEGISLATIVE SVCS	3,750.00	
			83368	JAN-JUN EXPENSES	921.94	
+28 08/08/03	1,998.00	MOBILE STORAGE GROUP, INC.	83369	STORAGE CONTAINER	1,998.00	
+29 08/08/03	29.44	SETON IDENTIFICATION PRODUCTS	83370	NAME PLATE	29.44	
30 08/08/03	885.83	TIFCO INDUSTRIES	83371	PARTS & SUPPLIES	885.83	
+31 08/08/03	1,850.00	WILDPACKETS	83372	WILDPACKET TRAINS/SF	1,850.00	
32 08/08/03	156.03	NEXTEL COMMUNICATIONS	83373	6/26-7/25 PHONES	156.03	
+33 08/08/03	309.00	SANTA CRUZ AUTO TECH, INC	83374	OUT REPAIR/#8025	309.00	
34 08/08/03	13.05	NORTH BAY FORD LINC-MERCURY	83375	REV VEH PARTS	13.05	
35 08/08/03	3,297.63	PACIFIC GAS & ELECTRIC	83376	6/28-7/28 SAKATA LN	10.64	
			83377	7/1-7/30 RODRIGUEZ	14,345.99	
			83378	7/1-7/30 RODRIGUEZ	22.00	
			83379	6/28-7/25 BEACH ST	124.59	
			83380	6/19-6/30 CNR/E RVR	1,703.49	
36 08/08/03	160.77	NCI SERVICE PARTS, INC.	83381	REV VEH PARTS	160.77	

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CK	CHECK	CHECK VENDOR	VENDOR	VENDOR TRANS.	TRANSACTION	TRANSAC	AMOUNT
437	08/08/03	358.95 020	ADT SECURITY SYSTEMS	83382	AUG ALARMS		358.95
438	08/08/03	57.28 040	LENZ ARTS, INC.	83383	FRAMES/EMP INC		57.28
439	08/08/03	1,727.65 043	PALACE ART & OFFICE SUPPLY	83384	OFFICE SUPPLIES		1,727.65
440	08/08/03	1,024.92 059	BATTERIES USA, INC.	83385	REV VEH PARTS		1,024.92
441	08/08/03	85.00 067	ROTO-ROOTER SEWER/PLUMBING	83386	OUT REPAIR BLDGS/IMP		85.00
442	08/08/03	260.22 068	UNITED LABORATORIES	83387	CLEANING SUPPLIES		260.22
443	08/08/03	5,005.67 085	DIXON & SON TIRE, INC.	83388	OUT REPAIR REV VEH		678.92
				83389	JUL TIRES/TUBES		4,326.75
444	08/08/03	611.72 107	SAN LORENZO LUMBER CO., INC.	83390	REPAIRS/MAINTENANCE		611.72
445	08/08/03	35.34 113	SCMTD PETTY CASH - FLEET	83452	PETTY CASH/FLEET		35.34
446	08/08/03	531.21 115	SNAP-ON TOOLS CORPORATION	83391	REBUILD IMPACT GUN		113.25
				83392	HEARING BAND/FLT		417.96
447	08/08/03	90.00 128	COSTCO WHOLESALE MEMBERSHIP	83393	MEMBERSHIP RENEWAL		90.00
448	08/08/03	1,221.05 135	SANTA CRUZ AUTO PARTS, INC.	83394	REV VEH PARTS/SUPPLY		1,221.05
449	08/08/03	346.47 147	ZEE MEDICAL SERVICE	83395	SAFETY SUPPLIES		195.27
				83396	SAFETY SUPPLIES		151.20
449	08/08/03	-346.47 147	ZEE MEDICAL SERVICE	83574	VOID CHECK		-195.27 PRF-PAID
				83576	VOID CHECK		-151.20
			VOID CHECK				
450	08/08/03	1,234.23 148	ZEP MANUFACTURING COMPANY	83397	CLEANING SUPPLIES		1,234.23
451	08/08/03	284.04 163	COMMUNITY PRINTERS, INC.	83398	ASSET TAGS/FINANCE		284.04
452	08/08/03	929.66 166	HOSE SHOP, INC.,THE	83399	REPAIRS/MAINTENANCE		108.10
				83400	REPAIRS/MAINTENANCE		10.06
				83401	REV VEH PARTS/SUPPLY		811.50
453	08/08/03	104.22 172	CENTRAL WELDER'S SUPPLY, INC.	83402	PARTS/SAFETY SUPPLY		104.22
454	08/08/03	40.00 271	CARLSON, BRENT D., M.D., INC.	83403	JUL DRUG TESTING		40.00
455	08/08/03	666.36 282	GRAINGER INC. W.W.	83404	LAMPS/FAC MAINT		666.36
456	08/08/03	657.87 294	ANDY'S AUTO SUPPLY	83405	REV VEH PARTS/SUPPLY		657.87
457	08/08/03	1,280.00 351	BEI CORPORATION	83406	SW MAINT(2/1-7/30)		1,280.00
458	08/08/03	131.87 422	IMAGE SALES INC.	83407	OFFICE SUPPLIES/HRD		131.87
459	08/08/03	164.14 434	VERIZON WIRELESS-PAGERS	83408	AUG PAGERS		164.14
460	08/08/03	52.99 434B	VERIZON CALIFORNIA	83409	MT. BIEWLASKI		52.99
461	08/08/03	2,803.14 480	DIESEL MARINE ELECTRIC	83410	REV VEH PARTS		2,803.14
462	08/08/03	180.00 481	PIED PIPER EXTERMINATORS, INC.	83411	JUL PEST CONTROL		180.00
463	08/08/03	51.28 486	BRENTON SAFETY, INC.	83412	SAFETY SUPPLIES		51.28
464	08/08/03	238.16 625	ASPEN PUBLISHERS, INC.	83413	PAYROLL MGR LTR		238.16
465	08/08/03	4,707.52 664	BAY COUNTIES PITCOCK PETROLEUM	83414	FUEL - FLEET		4,707.52
466	08/08/03	187.85 667	CITY OF SCOTTS VALLEY	83415	5/15-7/15 KINGS VLG		187.85
467	08/08/03	3,991.48 679	EAST TRANSIT, INC.	83416	JUN BUS INSPECTION		3,991.48
468	08/08/03	70.00 682	WEISS, AMY L.	83417	PROF SVCS 7/25		70.00
469	08/08/03	8,750.00 683	TRISTAR RISK MANAGEMENT	83418	AUG WC SVC FEE		8,750.00
470	08/08/03	843.90 733	CLAREMONT BEHAVIORAL SERVICES	83419	AUG EAP PREMIUM		843.90
471	08/08/03	43.69 779	STAR MACHINE & TOOL CO.	83420	PARTS/SUPPLIES 40		43.69
472	08/08/03	34,458.86 800	DELTA DENTAL PLAN	83421	AUG DENTAL		34,458.86
473	08/08/03	164.50 819	MONEY SYSTEMS TECHNOLOGY, INC.	83422	REV VEH PARTS		164.50
474	08/08/03	2,709.25 851	I.M.P.A.C. GOVERNMENT SERVICES	83423	4055019201230722		2,709.25
475	08/08/03	562.59 852	LAW OFFICES OF MARIE F. SANG	83424	WORKERS COMP CLAIM		562.59
476	08/08/03	8,366.80 854	AMERICAN SEATING COMPANY	83425	REV VEH PARTS		8,366.80
477	08/08/03	13.33 856	ANSI INTERNATIONAL, LLC	83426	FREIGHT/VALVE RELIEF		13.33
478	08/08/03	12,634.56 909	CLASSIC GRAPHICS	83427	OUT REPAIR REV VEH		8,687.60

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						83449	OUT REPAIR REV VEH	3,946.96	
1479	08/08/03	3,051.18	912	FOLGER GRAPHICS		83449	PRINTING/HEADWAYS	3,051.18	
1480	08/08/03	1,571.76	917	HOLIDAY INN EXPRESS		83430	CONF #66405066	1,571.76	
1480P03	08/08/03	-1,571.76	917	HOLIDAY INN EXPRESS		83573	VOID CHECK	-1,571.76	PRE-PAID
							VOID CHECK		
1481	08/08/03	195.80	950	PARADISE LANDSCAPE		83431	IRRIGATION/SVTC	195.80	
1482	08/08/03	124,592.15	975	TRISTAR RISK MANAGEMENT NO. 2		83432	JUL TRUST ACCOUNT	124,592.15	
1483	08/08/03	100.00	8001	AINSWORTH, SHERYL		83442	JUL BOARD MEETING	100.00	
1484	08/08/03	50.00	8002	ALMQUIST, JEFF		83443	JUL BOARD MEETING	50.00	
1485	08/08/03	100.00	8007	KEDGH, MICHAEL		83444	JUL BOARD MEETING	100.00	
1486	08/08/03	50.00	8010	NORTON, DENNIS		83445	JUL BOARD MEETING	50.00	
1487	08/08/03	100.00	8011	REILLY, EMILY		83447	JUL BOARD MEETING	100.00	
1488	08/08/03	100.00	8012	SPENCE, PAT		83449	JUL BOARD MEETING	100.00	
1489	08/08/03	50.00	8013	VENTURA PHARES, ANA		83446	JUL BOARD MEETING	50.00	
1490	08/08/03	100.00	8014	CITY OF WATSONVILLE		83450	JUL BOARD MEETING	100.00	
1491	08/08/03	50.00	8015	ROTKIN, MIKE		83448	JUL BOARD MEETING	50.00	
1492	08/08/03	30.85	E002	STICKEL, TOM		83433	EMPLOYEE INCENTIVE	30.85	
1493	08/08/03	10.00	E033	CLARKE, PATRICIA		83434	VTT FEES	10.00	
1494	08/08/03	120.00	E073	LOBUIDICE, FRED		83435	A/C TRAINING ADVANCE	120.00	
1495	08/08/03	120.00	E076	HANSEN, MARK		83436	A/C TRAINING ADVANCE	120.00	
1496	08/08/03	120.00	E173	RHODES, BRUCE		83437	A/C TRAINING ADVANCE	120.00	
1497	08/08/03	30.00	E280	DUSHEY, RICHARD		83438	DMV FEES	30.00	
1498	08/08/03	61.10	E373	DORFMAN, MARK		83439	FTA SAFETY MEETING	61.10	
1499	08/08/03	120.00	E375A	GARCIA, SAM		83440	A/C TRAINING ADVANCE	120.00	
1500	08/08/03	95.98	E495	WHITE, LES		83441	APTA LOBBY DAY/MTG	95.98	
1501M08	12/03	1,047.84	917	HOLIDAY INN EXPRESS		83578	CONF #66405066	1,047.84	MANUAL
							CONF #66405066		
1502M08	12/03	266.49	002643	IOS CAPITAL		83579	8/22-9/21 CANON RENT	266.49	MANUAL
							8/22-9/21 CANON RENT		
1503	08/22/03	1,071.01	001	SBC		83453	AUG LINE - IT	592.74	
						83454	AUG PHONE LINES	85.76	
						83455	AUG PHONE LINES	392.51	
1504	08/22/03	325.00	001016	ALLARD'S SEPTIC SERVICE, INC.		83456	HAZ WASTE DISPOSAL	325.00	
1505	08/22/03	430.27	001052	MID VALLEY SUPPLY		83457	CLEANING SUPPLIES	322.70	
						83458	CLEANING SUPPLIES	107.57	
1506	08/22/03	4,319.30	001063	NEW FLYER INDUSTRIES LIMITED		83459	REV VEH PARTS 4319	4,319.30	
						83460	REV VEH PARTS 7	6.95	
1507	08/22/03	1,407.05	001119	MACERICH PARTNERSHIP LP		83461	SEP - CARITOLA MALL	1,407.05	
1508	08/22/03	1,461.20	001263	ABBOTT STREET RADIATOR, INC.		83462	REPAIR RADIATOR/8305	512.40	
						83463	REPAIR RADIATOR/9904	948.80	
1509	08/22/03	80.00	001492	SPDSAL 80.00					
1510	08/22/03	16.33	001643	STEVE'S UNION		83465	JUL FUE623.24 001800		THERMO KING OF SALINA
1512	08/22/03	164.26	001936	MCI		83467	JUL LONG DISTANCE	164.26	
1513	08/22/03	2,433.20	001A	SBC/MCI		83468	JUL PHONE LINE	91.22	
						83469	JUL PHONES	2,341.98	
1514	08/22/03	63.70	002028	WESTCOAST LEGAL SERVICE		83470	PROF/TECH SVCS	63.70	
1515	08/22/03	293.15	002063	CDSTCO		83471	LOCAL MEETING EXP	29.59	
						83472	PHOTO/OFFICE SUPPLY	203.56	
1516	08/22/03	153.71	002106	AMERICAN SUPPLY COMPANY		83473	CLEANING SUPPLIES	153.71	

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517	08/22/03	30,661.16	002116 HINSHAW, EDWARD & BARBARA	83474	SEP - 120 DUBOIS	6,245.32
				83475	SEP - 370 ENCINAL	24,412.84
518	08/22/03	10,676.76	002117 JULIANO, NICK	83476	SEP - 111 DUBOIS	10,676.76
517	08/22/03	200.65	002161 APPLIED INDUSTRIAL TECH	83477	REPAIRS/MAINTENANCE	200.65
520	08/22/03	495.26	002214 SSI CORP.	83478	OUTPUT SHAFT/2200	495.26
521	08/22/03	37.80	002240 KLEEN-RITE	83479	REPAIRS/MAINTENANCE	37.80
522	08/22/03	2,000.00	002352 U.S. POSTAL SERVICE (AMS-TMS)	83480	POSTAGE FOR METER	2,000.00
523	08/22/03	38.63	002380 MOBILE STORAGE GROUP, INC.	83481	6/30-7/7 CONTAINER	38.63
524	08/22/03	663.95	002412 BORDEN DECAL CO., INC.	83482	REV VEH PARTS	663.95
525	08/22/03	150.00	002466 SANTA CRUZ CINEMA 7	83483	EMPLOYEE INCENTIVE	150.00
526	08/22/03	31.85	002514 APEX WELDING SUPPLIES, INC.	83484	REPAIRS/MAINTENANCE	31.85
527	08/22/03	81.25	002607 CTC ANALYTICAL SERVICES INC.	83485	OUT REPAIR REV VEH	81.25
528	08/22/03	2,374.72	002610 FREDERICK ELECTRONICS CORP.	83486	SEP - 375 ENCINAL	2,374.72
529	08/22/03	1,886.31	002713 SANTA CRUZ AUTO TECH, INC	83487	OUT REPAIR/88109	1,056.66
				83488	OUT REPAIR/89700	313.02
				83489	OUT REPAIR/89700	127.95
				83490	OUT REPAIR/8015	388.68
530	08/22/03	504.25	007 UNITED PARCEL SERVICE	83491	JUN/JUL/AUG FRT OUT	504.25
531	08/22/03	3,165.37	009 PACIFIC GAS & ELECTRIC	83492	7/2-8/1 370 ENCINAL	36.32
				83493	7/12-8/11 KINGS VLG	447.69
				83494	7/1-8/1 CNS/E RVR	2,681.36
532	08/22/03	111.24	013 MCI SERVICE PARTS, INC.	83495	REV VEH PARTS	111.24
533	08/22/03	20.00	014 CABRILLO COLLEGE	83496	FINGERPRINTING	20.00
534	08/22/03	2,169.09	018 SALINAS VALLEY FORD SALES	83497	REV VEH PARTS	2,169.09
535	08/22/03	218.15	036 KELLY-MOORE PAINT CO INC.	83498	BENCH PAINT /2200	218.15
536	08/22/03	442.71	039 KINKO'S INC.	83499	JUL PRINTING	442.71
537	08/22/03	2,471.52	041 MISSION UNIFORM	83500	JUL UNIFORMS/LAUNDRY	619.31
				83501	JUL UNIFORMS/LAUNDRY	1,852.21
538	08/22/03	133.74	042 ORCHARD SUPPLY HARDWARE	83502	REPAIRS/MAINTENANCE	133.74
539	08/22/03	660.12	045 ROYAL WHOLESALE ELECTRIC	83503	REPAIRS/MAINTENANCE	391.55
				83504	HVAC STARTER OPS	268.57
540	08/22/03	179.50	074 KENVILLE & SONS LOCKSMITH	83505	JUL LOCKS/KEYS	179.50
541	08/22/03	24.80	079 SANTA CRUZ MUNICIPAL UTILITY	83506	JUL LANDFILL	24.80
542	08/22/03	580.00	080 STATE BOARD OF EQUALIZATION	83507	JUL USE TAX RFPAY	580.00
543	08/22/03	642.67	081 KAR PRODUCTS	83508	REV VEH PARTS/SUPPLY	642.67
544	08/22/03	152.07	087 RECOGNITION SERVICES LTD.	83509	EMP INCENTIVE 139	152.07
545	08/22/03	426.75	090 CRYSTAL SPRINGS WATER CO.	83510	JUL WATER FLEET	426.75
546	08/22/03	2,305.76	110 JESSICA GROCERY STORES INC.	83511	SEP CUSTODIAN SVCS	2,305.76
547	08/22/03	33.48	115 SNAP-ON TOOLS CORPORATION	83512	SPARK PLUG SOCKET	33.48
548	08/22/03	93.63	130 WATSONVILLE CITY WATER DEPT.	83513	7/1-8/1 SAKATA LN	13.09
				83514	7/1-8/1 RODRIGUEZ	9.25
				83515	7/1-8/1 SAKATA LN	71.29
549	08/22/03	29.95	133 JOBS AVAILABLE	83516	SUBSCRIPTION	29.95
550	08/22/03	2,233.42	134 BAY WIRELESS SYSTEMS	83517	JUL OUT REPAIR EQUIP	2,233.42
551	08/22/03	213.66	147 ZEE MEDICAL SERVICE	83575	SAFETY SUPPLIES	62.48
				83577	SAFETY SUPPLIES	151.20
552	08/22/03	34.70	152 BALDWIN COOKE	83518	EXERCISE PLANNER 27	34.70
553	08/22/03	1,000.00	162 WASHINGTON LETTER ON TRANSPORT	83519	ANNUAL RENEWAL	1,000.00
554	08/22/03	25.27	166 HOSE SHOP, INC., THE	83520	REPAIRS/MAINTENANCE	25.27
555	08/22/03	461.89	170 TOWNSEND'S AUTO PARTS	83521	REV VEH PARTS/SUPPLY	461.89

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0556	08/22/03	35.45	172	CENTRAL WELDER'S SUPPLY, INC.	83522	SAFETY SUPPLIES	35.45	
0557	08/22/03	550.51	176	LIFT-U-INC.	83525	REV VEH PARTS/SUPPLY	550.51	
0558	08/22/03	211.20	215	IKON OFFICE SOLUTIONS	83524	8/9-9/9 MAINT/OPS	211.20	
0559	08/22/03	1,113.77	221	VEHICLE MAINTENANCE PROGRAM	83525	REV VEH PARTS 975	1,113.77	
0560	08/22/03	40.79	260	SANTA CRUZ GLASS CO., INC.	83526	WINDOW REPLACE/MET	40.79	
0561	08/22/03	117.50	282	GRAINGER INC. W.W.	83527	CLEANING SUPPLIES	117.50	
0562	08/22/03	153.00	287	COMMUNITY TELEVISION OF	83528	TV COVERAGE 7/25 MTG	153.00	
0563	08/22/03	3,079.14	378	STEWART & STEVENSON	83529	REV VEH PARTS	3,079.14	
					83530	REV VEH PARTS	247.67	
0564	08/22/03	457.22	394	PACIFIC COMTEL	83531	LEXMARK FUSER ASSEM	457.22	
0565	08/22/03	2,206.03	433	AMPAC BUILDING MAINTENANCE	83532	JUL CUSTODIAL SVCS	2,206.03	
0566	08/22/03	171.63	436	WEST GROUP PAYMENT CTR	83533	JUL ACCESS CHGS	171.63	
0567	08/22/03	45.00	440	RUNFOROFFICE.COM	83534	JUL-SEP LOBBY REPORT	45.00	
0568	08/22/03	780.00	475	TRAPEZE SOFTWARE GROUP, INC.	83535	10/1-12/31 FLT MATE	780.00	
0569	08/22/03	82.49	486	BRENTON SAFETY, INC.	83536	SAFETY SUPPLIES	82.49	
0570	08/22/03	22,145.97	500	PAIGE'S SECURITY SERVICES, INC	83537	JUL SECURITY	22,145.97	
0571	08/22/03	713.99	504	CUMMINS WEST, INC.	83538	REV VEH PARTS	713.99	
0572	08/22/03	191.92	510	ASCOM HASLER LEASING	83539	SEP EQUIP RENTAL	191.92	
0573	08/22/03	279.11	566	ARROWHEAD MTR SPRING WATER	83540	JUL WATER ADMIN	279.11	
0574	08/22/03	1,089.00	616	BROWN ARMSTRONG	83541	AUDIT SERVICES	1,089.00	
0575	08/22/03	92.64	800	DELTA DENTAL PLAN	83542	JUL DENTAL #2	92.64	
0576	08/22/03	900.00	840	BOUCHARD, BRENT	83543	SEP - VERNON LOT	900.00	
0577	08/22/03	616.00	852	LAW OFFICES OF MARIE F. GANS	83544	WORKERS COMP CLAIM	616.00	
0578	08/22/03	3,826.80	907	CLASSIC GRAPHICS	83545	OUT REPAIR REV VEH	3,826.80	
0579	08/22/03	1,309.00	914	CALTRONICS BUSINESS SYSTEMS	83546	MAINT COPIERS/FLEET	1,309.00	
0580	08/22/03	116.50	932	A.L. LEASE COMPANY, INC.	83547	REPAIRS/MAINTENANCE	116.50	
0581	08/22/03	683.60	950	PARADISE LANDSCAPE	83548	IRRIGATION/SVIC	683.60	
					83549	JUL MAINTENANCE	627.00	
0582	08/22/03	150.00	991	GREEN VALLEY CINEMAS 6	83550	EMPLOYEE INCENTIVE	150.00	
0583	08/22/03	100.00	993	WRK PERFORMANCE CENTER	83551	7/21 PROF/TECH SVCS	100.00	
0584	08/22/03	36.43	E002	STICKEL, TOM	83552	EMP INCENTIVE/FLT	36.43	
0585	08/22/03	200.00	E404	WILSON, BONNIE	83553	FALL BID CHANGE	200.00	
0586	08/22/03	296.00	M001	HORTON, JOSEPH	83554	SEP MEDICAL PREMIUM	296.00	
0587	08/22/03	504.00	M002	RACKLEY, EARL	83555	SEP MEDICAL PREMIUM	504.00	
0588	08/22/03	252.00	M003	WYANT, JUDI	83556	SEP MEDICAL PREMIUM	252.00	
0589	08/22/03	252.00	M005	ROSS, EMERY	83557	SEP MEDICAL PREMIUM	252.00	
0590	08/22/03	655.00	M006	VAN DER ZANDE, ED	83558	SEP MEDICAL PREMIUM	655.00	
0591	08/22/03	496.00	M007	BLAIR-ALWARD, GREGORY	83559	SEP MEDICAL PREMIUM	496.00	
0592	08/22/03	496.00	M008	CANPOS, ARVILLA	83560	SEP MEDICAL PREMIUM	496.00	
0593	08/22/03	825.00	M009	ESERMAN, MARY	83561	SEP MEDICAL PREMIUM	825.00	
0594	08/22/03	288.00	M010	SHORT, SLOAN	83562	SEP MEDICAL PREMIUM	288.00	
0595	08/22/03	88.00	M011	LAWSON, LOIS	83563	SEP MEDICAL PREMIUM	88.00	
0596	08/22/03	88.00	M012	ROSE, JACK	83564	SEP MEDICAL PREMIUM	88.00	
0597	08/22/03	288.00	M013	JAHNKE, EMILEEN	83565	SEP MEDICAL PREMIUM	288.00	
0598	08/22/03	88.00	M015	HETH, KATHRYN	83566	SEP MEDICAL PREMIUM	88.00	
0599	08/22/03	44.00	M016	HICKLIN, DONALD KENT	83567	SEP MEDICAL PREMIUM	44.00	
0600	08/22/03	44.00	M017	PORTILLA, EARLENE	83568	SEP MEDICAL PREMIUM	44.00	
0601	08/22/03	80.00	M019	WILLIAMS, ROBERT	83569	SEP MEDICAL PREMIUM	80.00	
0602	08/22/03	28.00	M021	BAKER, DALE	83570	SEP MEDICAL PREMIUM	28.00	
0603	08/22/03	94.84	M022	CAPELLA, KATHLEEN	83571	SEP MEDICAL PREMIUM	94.84	

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

DATE: 08/01/03 THRU 08/31/03

CHECK NR	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
		490 155 23	COAST COMMERCIAL BANK			TOTAL CHECKS	199	490 155 23

**Santa Cruz METRO
August 2003 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/ Free Rides
10	\$ 2,778.01	13,276	6,051	3,586	26	73	26	17	7	702	1,835
16	\$ 6,543.55	25,377	11,594	6,323	71	115	29	19	4	1,260	3,309
19	\$ 2,169.87	8,991	4,089	1,897	27	70	6	26	1	433	1,636
2	\$ 2,420.68	4,894	849	334	73	67	5	22	-	164	2,265
3A	\$ 1,146.72	2,603	114	125	18	55	14	40	1	42	1,503
3B	\$ 1,751.63	3,201	218	107	38	75	10	18	1	103	1,765
3N	\$ 147.42	317	29	17	-	4	-	-	-	16	172
3C	\$ 387.17	769	29	24	9	23	10	12	-	13	474
4	\$ 1,826.23	6,426	117	120	25	179	46	69	-	109	4,364
7	\$ 598.41	1,847	18	24	19	51	9	36	1	10	1,392
7N	\$ 2,000.41	2,810	43	87	-	36	11	1	2	109	1,347
9	\$ 163.66	301	8	3	9	9	2	1	-	2	196
31	\$ 3,012.05	4,075	69	53	45	96	12	26	3	272	2,010
32	\$ 417.36	683	15	16	4	20	12	4	4	35	380
33	\$ 117.80	82	-	-	1	-	-	-	-	-	9
34	\$ 76.90	80	-	-	-	-	4	-	-	-	24
35	\$ 32,810.01	38,054	351	310	547	692	94	296	29	1,639	16,804
36	\$ 289.43	534	26	55	9	15	-	-	-	40	240
40	\$ 1,913.11	1,885	28	32	60	23	2	22	2	123	737
41	\$ 1,330.18	1,536	69	44	27	25	-	9	-	211	605
42	\$ 943.09	1,214	59	17	1	15	-	4	1	117	527
52	\$ 659.71	1,016	4	6	9	40	9	32	-	17	614
53	\$ 758.19	978	4	4	23	57	89	40	1	28	509
54	\$ 540.27	862	3	2	1	8	-	5	2	60	512
55	\$ 2,438.21	3,458	11	8	70	76	23	50	1	93	2,046
56	\$ 414.18	646	5	1	13	17	2	22	4	9	417
58	\$ 35.77	63	-	1	-	-	-	1	-	3	40
65	\$ 5,036.73	7,683	159	177	83	215	110	80	3	195	4,179
66	\$ 12,772.07	17,296	352	335	233	320	187	96	3	490	8,522
67	\$ 6,624.13	9,415	247	202	108	174	79	72	2	295	4,696
69	\$ 9,149.18	13,006	425	486	156	311	87	116	4	490	6,192
69A	\$ 18,116.76	21,750	320	366	256	618	152	184	9	740	9,197
69N	\$ 2,338.06	3,112	100	110	-	52	29	1	1	175	1,358
69W	\$ 22,343.48	26,999	403	419	235	638	139	175	38	983	11,353
71	\$ 69,098.59	78,573	753	894	655	2,126	364	708	149	2,777	31,155
72	\$ 8,092.59	8,571	6	9	99	314	25	99	2	99	3,357
73	\$ 6,621.51	6,235	7	3	59	318	58	93	3	20	1,944
75	\$ 10,477.82	10,497	2	17	96	393	62	93	4	239	3,622
78	\$ 176.60	172	-	-	1	10	4	2	-	3	58
79	\$ 2,057.14	2,320	3	2	28	163	17	73	-	36	1,023
91	\$ 5,216.13	6,242	78	111	103	104	24	29	34	337	2,448
Unknown	\$ 102.96	84	10	-	2	-	1	-	1	2	13
TOTAL	\$245,913.77	337,933	26,668	16,327	3,239	7,597	1,753	2,593	317	12,491	134,849

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	None	ECO Pass	Bike	Monthly Pass
17	\$ 9,603.76	8,640	10	29	136	387	10	83	157	475	5,713

RIDERSHIP	
Night Owl	-
Strawberry Shuttle	1,458
TOTAL	1,458

August Ridership	348,031
August Revenue	\$ 255,517.53

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST, 2003

BUS #	DATE	DAY	REASON
8308GM	5-Aug	TUESDAY	Kneel sticks
9807LF	9-Aug	SATURDAY	Lift will not go up on its own
2207CG	17-Aug	SUNDAY	Kneel doesn't work correctly, 30 seconds to lift
2225CN	20-Aug	WEDNESDAY	Air pressure drops when kneeling

F New Flyer
G Gillig
C Champion
LF Low Floor Flyer
GM GMC
CG CNG
CN SR855 & SR854

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

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

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	2	5	3	2	3	100%
FLYER/LOW FLOOR - 40'	12	1	11	9	2	9	100%
FLYER/LOW FLOOR - 35'	18	2	16	13	3	13	100%
FLYER/HIGH FLOOR - 35'	15	4	11	7	4	7	100%
GILLIG/SAM TRANS - 40'	10	10	0	0	0	0	100%
DIESEL CONVERSION - 35'	15	4	11	10	1	10	100%
DIESEL CONVERSION - 40'	14	2	12	9	3	9	100%
GMC/HIGHWAY 17 - 40'	8	1	7	2	5	2	100%
CHAMPION	4	1	3	0	3	0	100%
TROLLEY	1	0	1	1	0	1	100%
CNG NEW FLYER - 40'	8	1	7	7	0	7	100%

Service Interruption Summary Report
Lift Problems
08/01/2003 to 08/31/03

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:00/00.00	00:00/0	00:00/0	00:00/00.00	00:00/0	00:00/0

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

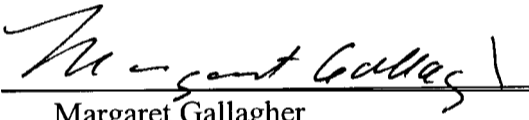
TO: Board of Directors

FROM: District Counsel

RE: Claim of: Rosa Linda Ouihuiz Received: 08/11/03 Claim #: 03-0024
Date of Incident: 07/14/03 Occurrence Report No.: SC 07-03-09B

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
DISTRICT COUNSEL

Date: August 29, 2003

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 12, 2003.

Dale Carr
Recording Secretary

Date

MG/reb

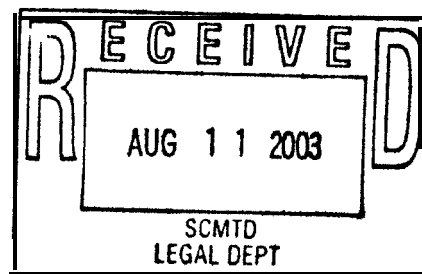
ATTN: Margaret

Santa Cruz Metropolitan
Transit District

August 1, 2003



Rosa Linda Quihuiz
3201 Merrill Rd., #3
Aptos, CA 95003



Re: Potential Claim of: Rosa Linda Quihuiz
Occurrence Report #: SC 07-03-09B
Date of Incident: 07/14/03

Dear Ms. Quihuiz:

The claim you presented to the Santa Cruz Metropolitan Transit District dated July 28, 2003, is being returned because it is insufficient.

In order for the claim to be considered, the claim, in addition to the information you have provided, must include a dollar amount.

According to Government Code §910(f), the claim must specify the amount claimed together with the basis of the computation of the amount if the total claim is under \$10,000.00 "as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim." If the amount claimed exceeds \$10,000.00, the amount sought is not to be specified in the claim, but the claim must indicate whether it would be a limited civil case, in other words, less than \$25,000.00.

The Santa Cruz Metropolitan Transit District will not take action on your claim for at least 15 days, to allow you the opportunity to supply the missing information by amending the claim.

Please be aware that you still must comply with the six-month statute of limitations in filing your claim.

Very truly yours,

Margaret Gallagher
District Counsel

MG/hp
Enclosure

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117

METRO OnLine at <http://www.scmtd.com>

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # SC 07-0309 QUINIZ & GARCIA

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: ROSA LINDA QUINIZ (MINOR)

Claimant's Address/Post Office Box: 3201 MERRILL RD #3
APTOS CA 95003

Claimant's Phone Number: (331) 464-9273

2. Address to which notices are to be sent: 3201 MERRILL RD #3
APTOS CA 95003

3. Occurrence: BUS DRIVER RAN INTO ANOTHER CAR, MY
DAUGHTER ROSIE QUINIZ WAS ON THE BUS

Date: _____ Time: _____ Place: _____

Circumstances of occurrence or transaction giving rise to claim: SHOULDERS,
NECK, BACK, SHE NEEDS TREATMENT

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: MEDICAL BILLS, ~~THE~~ CHEMOTHERAPY TIME, MONTHS
TIME FROM WORK.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: SANTA CRUZ METRO OR OTHER PARTY

6. Amount claimed now: _____
Estimated amount of future loss, if known: CONTINUED TREATMENT COSTS UNKNOWN
TOTAL: 10,000.00

7. Basis of above computations: SHE NEEDS TREATMENT, PAYMENT OF ALL
MEDICAL BILLS, AND DAMAGES TO BODY AND BODY

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

7-28-03
DATE

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

Patient Account# 1669	Primary Insurance Progressive
Patient Name Quihuiz, Rosa Linda	Place of Injury
Claim Name Claim 4, Progressive	From 07/01/03 to 08/08/03
Printed Date Range may not show the entire ledger.	

Date	Doctor	CPT Code	Description	Service Amount	Carrier Amount	Carrier Payment	Patient Amount	Patient Payment	Discount Amount	Adjust Off	On Account
07/29/03	Levine,	98941	Manipulation,3-4 areas	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00
07/29/03	Levine,	97110	Therapeutic Activities	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00
07/29/03	Levine,	97350	therapeutic exercize	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00
07/29/03	Levine,	99203	Expanded Exam	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
07129103	Levine,	72040-ZS	Cervical X-ray, 2 views (Medi-cal)	70.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00
07/29/03	Levine,	72100-ZS	Lumbar X-ray 2 views (Medi-cal)	85.00	85.00	0.00	0.00	0.00	0.00	0.00	0.00
08/01/03	Levine,	98941	Manipulation,3-4 areas	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00
08101103	Levine,	97110	Therapeutic Activities	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00

On Account Balance	0.0000
Patient Balance	0.0000
Insurance Balance	440.0000
Claim Balance	440.0000

ROSIE QUIHUIZ
3201 MERRILL RD #3
Aptos Ca 95003
83 1-464-9273

Medical treatment for 3 months 3 times a week estimating on bill sending you 3,000.00
Maybe a few treatments after the fact, to keep up health.

Mothers time off work and transportation for 3 months 3 hours a week at 25.00 a day
75.00 x 4weeks= 300.00 a month at 3 months = 900.00

Mother s inconvenience 500.00.

Rosie needs a new mattress for her back I say 500.00

Rosie Suffering and loss , she has limitations on her cheerleading which she has been
doing for 8 years also, spent around 1000.00 for her cheerleading with the school so far
this year 1 0,000.00 for her Injury.

Breakdown;

Medical Bills 3,000.00
Transportation and care of Minor 1,400.00
Suffering and Loss 10,000.00

Total Due 14,000.00

Thank You

ACTION
CHIROPRACTIC
CENTER

Dr. Jeffrey Levine

8/8/03

Rosie Quinlan has had
a neck injury subsequent to
an automobile/bus injury-accident.
He should avoid overhead
lifting for 3. ^{ths} mo.

Jeffrey D.

ACTION
CHIROPRACTIC
CENTER

Dr. Jeffrey Levine,

8-8-03

Prognosis - good for Rosie Quinlan
however she will be even more prone
to neck injuries.

Estimated time of recovery 3 months.

Diagnosis: Cervical whiplash type
sprain/strain -

Restrictions: No overhead lifting
and avoid cervical flexion for 3 months.

The patient had no complaints prior
to this injury.

Jeffrey Levine D

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

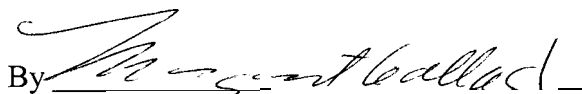
FROM: District Counsel

RE: Claim of: Jill Anne Aida
Date of Incident: 8/11/03

Received: 9/10/03 Claim #: 03-0026
Occurrence Report No.: SC 08-03-09(A)

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
DISTRICT COUNSEL

Date: September 12, 2003

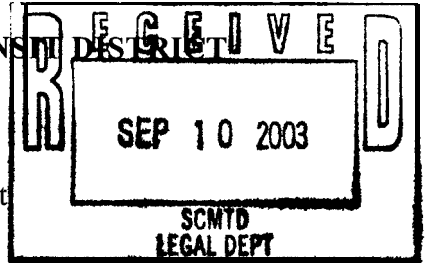
I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 26, 2003.

Dale Carr
Recording Secretary

Date

MG/reb

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 03-0026



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: I.V. - ANNE AIDA
Claimant's Address/Post Office Box: was 115 CORAL ST S.C. CA 95060
*NOW 1378 N. KOLNES AVE. KUNA IDAHO 83634
Claimant's Phone Number: 208-922-1424 mess. 831-457-9554 x2619
2. Address to which notices are to be sent: 1378 N. KOLNES AVE.
KUNA, ID. 83634
3. Occurrence: AUG. 11th 2003 SUDDEN STOP - TOSsing & JARRING
PASSENGERS FROM SEATS
Date: 8-11-03 Time: 3:45 Place: EMERGENCY PARKING LOT
Circumstances of occurrence or transaction giving rise to claim: UNCLEAR, DUE
TO BEING SEATED IN BACK OF BUS! IT APPEARED
THE DRIVER STOPPED SUDDENLY, DUE TO A VEHICLE
BACKING OUT OF PARKING, STOPPED DIRECTLY IN FRONT
OF BUS. NO FAULT OF DRIVER
4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: PAYMENT OF X-RAYS & VISIT TO MEDICRUE, SPRAIN (+med)
TO AN ALREADY COMPROMISED RIGHT WRIST, UNABLE
TO CUT HAIR FOR 4 WEEKS. HAD TO LEAVE S.C. AFTER 23 yrs.
5. Name or names of public employees or employees causing injury, damage, or loss, if known: MARK B. #9864??
6. Amount claimed now..... \$650.00
Estimated amount of future loss, if known..... \$HOPEFULLY NONE
TOTAL..... \$650.00
7. Basis of above computations: Loss of income due to inability to perform
basic hairstyling duties. I am right handed & write with a brace.

per Anne Aida AIDA
CLAIMANT'S SIGNATURE OR
COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

Sept. 6th 2003
DATE

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

Metro Accessible Services Transit Forum (MASTF)*
(*An official Advisory group to the Metro Board of Directors
and the ADA Paratransit Program)
Thursday September 18, 2003 2:00-4:00 p.m.
The NIAC Building in the Board Room
333 Front Street, Santa Cruz, CA.

“AGENDA”

ELIGIBLE VOTING MEMBERS FOR THIS MEETING:

April Axton, Sharon Barbour, Ted Chatterton, Deana Davidson, Connie Day, Shelley Day, Kasandra Fox, Ed Kramer, Jeff LeBlanc, Thom Onan, Camille Pierce, Adam Tomaszewski, Lesley Wright and Bob Yount.

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

- I. Call to Order and Introductions
- II. Approval of the August 14, 2003 MASTF Minutes
- III. Oral Communication and Correspondence

MASTF will receive oral and written communications during this time on items NOT on this meeting agenda. Topics presented must be within the jurisdiction of MASTF. Presentations may be limited in time at the discretion of the Chair. MASTF members will not take action or respond immediately to any presentation, but may choose to follow up at a later time.

- IV. Amendments to this Agenda
- V. Ongoing Business
 - 5.1 MASTF Status as METRO Advisory Body
 - 5.2 Status of METRO No Smoking Policy (Bryant Baehr, Kasandra Fox and Bob Yount)

5.3 Brainstorming on MASTF Membership Recruitment

VI. New Business

- 6.1 Wheelchair Securement (Bryant Baehr and Lesley Wright)
- 6.2 Revisiting the Price of Discount (Senior and Disabled) Monthly Passes (Camille Pierce)
- 6.3 Leafleting on METRO Property (Peggy Gallagher)

MASTF COMMITTEE REPORTS

- 6.4 Training and Procedures Committee Report (Lesley Wright)
- 6.5 Bus Service Committee Report (Connie Day)
 - a) Metro Users Group (MUG) Report
 - b) Service Planning and Review Report
 - c) "Stop Requested" Feature of Talking Bus
- 6.6 Bus Stop Improvement Committee Report (Ed Kramer)
- 6.7 Paratransit Services Committee Report (Kasandra Fox)

OTHER REPORTS

- 6.8 Paratransit Update
 - a) Paratransit Report (April Axton, Deana Davidson or Link Spooner)
 - b) CCCIL Transportation Advocacy (Thom Onan)
- 6.9 UTU Report (Jeff North)
- 6.10 SEIU/SEA Report (Eileen Pavlik)
- 6.11 Next Month's Agenda Items

VII. Adjournment

Note: This meeting is held at a location that is accessible to persons using wheelchairs. If you have questions, or want additional information about MASTF, please contact John Daugherty by phone at (831) 423-3868.

METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)*

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

MINUTES

The Metro Accessible Services Transit Forum met for its monthly meeting on August 14, 2003 in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: April Axton, Sharon Barbour, Ted Chatterton, Connie Day, Shelley Day, Kasandra Fox, Ed Kramer, Jeff LeBlanc, Thom Onan, Camille Pierce, Adam Tomaszewski, Lesley Wright and Bob Yount.

METRO STAFF PRESENT:

A. John Daugherty, Accessible Services Coordinator
Bryant Baehr, Operations Department Manager
Peggy Gallagher, METRO District Counsel
Steve Paulson, Paratransit Administrator
Eileen Pavlik, SEIU/SEA Representative

BOARD MEMBERS PRESENT:

Michelle Hinkle

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

In June, Metro directed staff to prepare a report about the relationship between the Santa Cruz Metropolitan Transit District (Metro) and the Metro Accessible Services Transit Forum (MASTF).

MASTF was not officially informed of this desire for reassessment until our August meeting - two months later - although the information was in the Board Packet, the newspaper, and signs in the buses. MASTF should not learn about Board interest in our organization through the newspaper. This information should come directly from Metro.

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As a matter of courtesy, MASTF requests that in the future, any Board interest in MASTF be officially presented to MASTF in a timely manner. Please include in this official notice both the areas of concern and the reasons for this concern.

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: None

***MASTF MOTIONS RELATED TO METRO MANAGEMENT**

None.

I. CALL TO ORDER AND INTRODUCTIONS

Chair Sharon Barbour called the meeting to order at 2:03 p.m.

II. APPROVAL OF THE JULY 17, 2003 MASTF MINUTES

MASTF Motion: To approve the July 17, 2003 MASTF Minutes as submitted.

M/S/PU: C. Day, Wright (By affirmative voice vote)

III. ORAL COMMUNICATION AND CORRESPONDENCE

John Daugherty reported that the following correspondence and other items of interest had been received since the last MASTF meeting:

- 1) The Agenda for the August 7, 2003 meeting of the Santa Cruz County Regional Transportation Commission (SCCRTC).
- 2) The current issue of the *Central Coast Reporter*, a resource newsletter published by the Association of Monterey Bay Area Governments (AMBAG).

- 3) An email exchange between Mr. Daugherty and METRO General Manager Les White. During August 4th Mr. White sent an email that Mr. Daugherty read aloud:

“Recently Peggy Gallagher sent an email to you requesting that I be allowed to speak to MASTF at their August 14, 2003 Meeting. Unfortunately I now have to be in Sacramento all day that day so I will not be able to attend. I will try to provide information to MASTF Members so that they are aware of the status of the evaluation of the citizen input process and the advisory committee structure that is currently underway.

I apologize for this schedule conflict.

Thank you John,

Les”

Mr. Daugherty also read aloud his response that noted that the email would be acknowledged during the MASTF meeting today.

- 4) Mr. Daugherty reported that the number of paper MASTF packets mailed out has been shrinking since the letter from Ms. Barbour regarding the mailing list was sent out to membership during March 2003. He also reported that the number of electronic MASTF packets (email with files attached) has increased since March.

Mr. Daugherty also reported that, under the direction of Ms. Barbour, a cover letter with two attachments (Attachment A) had been mailed out to 33 organizations and/or persons who had not responded to the March 2003 letter. Those persons and groups had until September 1, 2003 to notify Mr. Daugherty with their preference on how to receive MASTF packets. The persons or groups not responding by September 1st would have their addresses removed from the MASTF mailing list.

Camille Pierce suggested that some persons could receive brief (two or three sentences) summaries of Agendas instead of complete packets. Ms. Barbour responded that the MASTF Executive Committee would discuss the suggestion from Ms. Pierce.

Ms. Barbour noted that three copies of the *METRO ParaCruz Customer Guide* were available today for any person wanting a copy.

A folder with the correspondence described above was circulated to the group.

IV. AMENDMENTS TO THIS AGENDA

Ms. Barbour noted that an “Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report” would be added to the Agenda today. After discussion, this Agenda item was placed on the Agenda as item 6.9, the last item under MASTF Committee Reports.

Bryant Baehr requested that the New Business Agenda item, “Wheelchair Securement”, be tabled until next month to allow him to work with Lesley Wright on the topic. There was no objection to the request from Mr. Baehr.

Ms. Barbour asked Mr. Baehr and Peggy Gallagher if they had information to share on the topic of advisory bodies noted in the email from Mr. White. Mr. Baehr responded that there is nothing to discuss now. Ms. Barbour noted that since no staff person had a report, the Agenda item, “MASTF Status as METRO Advisory Body”, would stay in its place on the Agenda.

V. ONGOING BUSINESS

5.1 Report from METRO Board Meeting Regarding MRTRO No Smoking Policy (Kasandra Fox and Bob Yount)

Kasandra Fox reported that METRO Board members had the report from Bob Yount at the second Board meeting during July. Ms. Fox noted that she talked about it briefly to the Board and shared that smoke affects her.

Highlights of discussion after the report from Ms. Fox included:

- 1) Ms. Barbour reviewed the six points of the METRO Board Motion on No Smoking Policy approved during 1996. She asked Mr. Baehr and Steve Paulson to bring back the status of those six points to the MASTF group. Mr. Baehr responded that he would check on those issues.
- 2) There was discussion of No Smoking signage at Metro Centers and bus stops. Comments included the observation from Jeff LeBlanc that the presence of signs at all bus stops did not address the difficulty of enforcement of No Smoking Policy. Ms. Fox noted that signs at Metro Center should not ask for the courtesy of No Smoking, but the signs need to declare policy instead. Mr. Baehr offered to survey the signage at Metro Centers and share results with MASTF.
- 3) There was also discussion of enforcement of No Smoking policy. Two examples: Bob Yount shared that Section 640 of the California Penal Code allowed enforcement of No Smoking policy. Mr. LeBlanc suggested that Section 640 be noted in the *Headways* bus schedule.
- 4) No Motions emerged during discussion of this Agenda item. Ms. Barbour noted that this item would be on the next MASTF Agenda.

5.2 Brainstorming on MASTF Membership Recruitment

Ms. Barbour shared that she wanted to place this item lower on the Agenda today because of other items to be discussed. There was no objection to her decision. Due to time constraints, this item was tabled until the meeting next month.

VI. NEW BUSINESS

6.1 Changing the Date of MASTF Meetings to the Third Thursday of Every Month (Sharon Barbour)

Ms. Barbour noted that she had placed this item on the Agenda. After she introduced it, a Motion was made and seconded:

MASTF Motion: To change the date of the MASTF meetings to the third Thursday of every month.

M/S: Fox, Wright

Discussion of the Motion included the information from Mr. Daugherty that the change of meeting date would not affect the remaining MASTF meetings scheduled during 2003. Mr. LeBlanc noted that the group should decide if it held its meetings one day before the second METRO Board meeting, one week before the second METRO Board meeting or if the changing the meeting date makes a difference. Thom Onan asked when the meeting change would take effect.

During discussion, Ms. Barbour added three words to the Motion to clarify it. The following amended Motion was approved:

MASTF Motion: To change the date of the MASTF meetings to the third Thursday of every month beginning in September.

M/S/C: Fox, Wright (By affirmative voice vote, with one vote opposed and no abstentions)

6.2 Creation of MASTF Web Page (Sharon Barbour)

Ms. Barbour explained that she placed this item on the Agenda because she believed a web site would allow members to keep track of Agendas, Motions and other MASTF information, as well as create a place for people “to find out more about us.”

Ms. Fox made a Motion seconded by Ed Kramer: “To have a web site.”

Discussion of the Motion included the observation by Mr. LeBlanc that “the upkeep would be significant” for a web site. Ms. Barbour noted that next steps after an approved Motion included finding a person to maintain a web site. Mr. Onan asked if the group wanted to postpone action on this item.

During discussion, Mr. Kramer withdrew his second of the Motion. Connie Day seconded the Motion. The following Motion emerged from discussion:

MASTF Motion: To have a web site.

M/S/C: Fox, C. Day (By show of hands: 6 votes in favor and 3 votes opposed)

6.3 MASTF Status as METRO Advisory Body

Ms. Barbour shared that she wanted to discuss two items under this topic. She described the first item as follows: “I feel that MASTF was not properly informed of the Board’s interest in this area.”

She then read aloud a “letter” on this item. The letter became a Motion to the Board made by Mr. LeBlanc and seconded by Ms. Day.

Highlights of discussion of the Motion included:

- 1) Ms. Fox shared that MASTF is supposed to be an advisory body to METRO. “This thing sounds like a union letter to the bosses,” she observed. She noted that she did not support sending the letter.
- 2) Mr. LeBlanc shared: “The timing of the review of MASTF is... unfortunate, because it has the smell of retribution. Because MASTF has been very aggressive in the last year in advocating for some issues...”

“But the Transit Board has every legal right to disenfranchise us. Whether they have a moral or ethical right to do so is another matter...

“But just because we got to be comfortable, where we take our status with the Board for granted, doesn't mean that the s*** won't hit the fan occasionally, which it has now, potentially. And we need to take an advocacy role again...”

- 3) Ms. Day shared: “I feel that if we let them step all over us, by threatening us with such ways as we are hearing, does that mean that we have to sit back and take all this animosity?”
- 4) Camille Pierce shared that meeting on a regular basis with Board members was important. Ms. Pierce suggested that MASTF contact Board members and “ask them what they feel might be useful.”
- 5) The following Motion to the Board emerged from discussion:

MASTF Motion: In June, Metro directed staff to prepare a report about the relationship between the Santa Cruz Metropolitan Transit District (Metro) and the Metro Accessible Services Transit Forum (MASTF).

MASTF was not officially informed of this desire for reassessment until our August meeting - two months later - although the information was in the Board Packet, the newspaper, and signs in the buses. MASTF should not learn about Board interest in our organization through the newspaper. This information should come directly from Metro.

As a matter of courtesy, MASTF requests that in the future, any Board interest in MASTF be officially presented to MASTF in a timely manner. Please include in this official notice both the areas of concern and the reasons for this concern.

M/S/C: LeBlanc, C. Day (By show of hands: 6 votes in favor, 2 votes opposed and one abstention)

Ms. Barbour began an “in depth” discussion of what might come from the assessment of MASTF. Highlights of discussion included:

- 1) Ms. Barbour described “worst case scenario” where METRO might “zero out” support for MASTF.
- 2) Adam Tomaszewski shared concern that seniors and persons with disabilities would be “shunted aside” and “outnumbered” in another advisory group. Mr. Tomaszewski asked: “How do we protect ourselves if we do not have (this) advisory group?”
- 3) Mr. LeBlanc shared: “I would recommend that we invite Jeff Almquist to come to the next MASTF meeting and express his concerns to us in person.”

The recommendation became a Motion made by Mr. LeBlanc with a second from Ms. Day.

- 4) Lesley Wright shared: “This really does concern me... I do think that MASTF working with METRO is a very powerful tool. And I think that MASTF is a model for the rest of the country... I don't like the idea that this is so adversarial right now... Maybe we should invite others as well.”
- 5) Ms. Barbour shared: “We do want to maintain good working relations, while continuing to express our unhappiness with the current situation.”
- 6) The following Motion emerged from discussion:

MASTF Motion: To invite Director Almquist to the next MASTF meeting.

M/S/PU: LeBlanc, C. Day (By show of hands: 8 votes in favor, with no votes opposed and no abstentions)

Note: A copy of the invitation to Director Almquist (Attachment B) is included with the September MASTF meeting packet.

The last topic discussed under this Agenda item was a letter draft prepared by Ms. Barbour. She noted that this draft – which was the second item she wanted to discuss today -- covered concerns and desires of MASTF about the evaluation of MASTF. Ms. Wright and others suggested that the action on the letter draft wait until Mr. White addresses the group next month.

6.4 Wheelchair Securement (Bryant Baehr)

This Agenda item was tabled until next month.

MASTF COMMITTEE REPORTS

6.5 Training and Procedures Committee Report (Lesley Wright)

Ms. Wright reported:

- 1) She was working with Frank Bauer, METRO's new Safety and Training Coordinator, in the veteran bus operator training on securement issues.
- 2) Last month an issue came up regarding the securement areas in new buses. Ms. Wright noted that the swing arm ("Santa Cruz Arm") was farther back and the hook straps were too short compared to older buses. She noted that the problem was being worked on.
- 3) New High Floor Flyer buses from the Orion Company were coming in to replace buses used for Highway 17 Express service. Mr. Baehr noted that 11 or 12 buses were coming in.

4) New smaller “Champion style” buses were also being delivered to METRO. Ms. Wright shared that the securement areas were more “user friendly” than the Champion models.

6.6 Bus Service Committee Report (Connie Day)

a) Metro Users Group (MUG) Report

No report.

b) Service Planning and Review Report

Mr. Baehr reported that the *Headways* bus schedule now comes out twice a year. The next issue would cover nine months of service. Discussion of the expense and efficiency of Headways followed his report. For example, Ms. Fox offered to assist with the production of *Headways*.

6.7 Bus Stop Improvement Committee Report (Ed Kramer)

Mr. Kramer reported that bus shelters, placed where there had been service cuts, were being transferred. Mr. Baehr noted that two bus stops in Watsonville – one in front of the County Courthouse – had just received shelters.

Mr. Tomaszewski shared that bus stops in the Sumner Avenue – Clubhouse Drive area were inaccessible due to parked cars. He had learned that no citations could be issued to the parked cars, because:

- 1) There were no signs to prohibit parking.
- 2) There were no red curbs.
- 3) There were no signs to indicate “Handicapped Accessible Bus Stop”

Further discussion of this topic included the observation from Mr. Kramer that the City of Capitola was not allowing curbs to be painted red. He noted that

there was a problem at the Clares Street – 47th Avenue area. Mr. Baehr noted that he would look into that situation.

6.8 Paratransit Services Committee Report (Kasandra Fox)

At the request of Ms. Fox, Steve Paulson reported on the status of the possibility that METRO would take Paratransit (METRO ParaCruz) service in house. Mr. Paulson noted that the Board has received the first estimate that it would cost \$200,000 to \$800,000 more annually than in the current budget for this year to take the service in house. That first estimate did not include “start up” costs. Mr. Paulson noted that the Board has authorized further study of the issue.

In response to questions from Ms. Barbour, April Axton reported that a former (cancelled) credit line for Community Bridges has been replaced with a new line of credit through the Santa Cruz Community Credit Union. Ms. Axton also noted that the current budget is balanced.

6.9 Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report

Mr. Daugherty read a note from Ted Chatterton regarding the E&D TAC meeting that had occurred two days ago. The note from Mr. Chatterton shared:

- 1) Proposals for seniors needs were welcomed. Gail Stevens is the new representative for the California Senior Legislature. She can be contacted at 688-4061 or stugail@aol.com
- 2) Paul Sanford gave a brief presentation on the Volunteer Center of Santa Cruz County. He noted that vehicles used for the service were not wheelchair accessible. He offered the following contact phone numbers to get more information: Santa Cruz (427-5070), Felton (335-6844) and Watsonville (722-6708).

- 3) New Disabled Parking costs at the Santa Cruz Municipal Wharf will be discussed at the next meeting.
- 4) Input on pedestrian access problems can now be reported to Karena Pushnik at the Santa Cruz County Regional Transportation Commission office at 460-3215.

Later during the meeting Ms. Barbour explained that Mr. Chatterton has been appointed to serve as MASTF representative to E&D TAC until a new Vice Chair is elected in November.

OTHER REPORTS

6.10 Paratransit Update

a) Paratransit Update (April Axton)

Ms. Axton reported:

- 1) Community Bridges has reached a labor agreement with its employees.
- 2) “Good news”: Three new vehicles have been received. Two of these vehicles replace other vehicles.
- 3) “Bad news”: A driver was laid off.
- 4) Community Bridges/ Lift Line has acquired its own air conditioning equipment.
- 5) Two more new vehicles are also on the way.

b) CCCIL Transportation Advocacy (Thom Onan)

Mr. Onan reported that no new complaints have been received.

6.11 UTU Report

6.12 SEIU/SEA Report (Eileen Pavlik)

Eileen Pavlik reported the following clarifications and updates:

- 1) When Ms. Pavlik attends MASTF meetings, she does report on actions taken by SEA members that may affect MASTF members.
- 2) She also noted, to clarify what had been written in the Minutes last month, that she “is here as a conduit”. She offered the example that she has noted the possibility of change to an SEA job description that could happen if MASTF’s role with METRO changes and would report that back to SEA.
- 3) Ms. Pavlik also noted that she had conveyed the concern expressed by Ms. Fox last month for the health of SEA represented workers who smoke.

6.13 Next Month’s Agenda Items

Ms. Barbour noted that the following items would be carried over to the next Agenda: No Smoking policy, brainstorming on MASTF membership recruitment, the status of MASTF as a METRO advisory body and wheelchair securement.

Ms. Pierce requested that the cost of Discount (Senior and Disabled) Passes become an Agenda item for next month.

Ms. Day requested that the “Stop Requested” feature of the Talking Bus become an Agenda item for next month.

VII. ADJOURNMENT

The meeting was adjourned at 4:19 p.m.
M/S/PU: C. Day, Fox (by affirmative voice vote)

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

NOTE: NEXT REGULAR MASTF MEETING IS: Thursday September 18, 2003 from 2:00-4:00 p.m., in the Board Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday September 12, 2003 at 9:00 a.m. in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday September 26, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Agenda-Metro Users Group

September 17, 2003

The METRO Users Group will meet on Wednesday, September 17, 2003 from 2:10 p.m. to 4:00 p.m. The meeting will be held in the Conference Room at the Metro Center, 920 Pacific Avenue, Santa Cruz.

The following topics will be discussed:

1. **CALL TO ORDER AND INTRODUCTION**
2. **ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS**
3. **ADDITIONS AND DELETIONS TO THE AGENDA**

MEMBERS ARE ASKED TO RESTRICT COMMENTS ON ITEMS NOT ON THE AGENDA TO TWO (2) MINUTES.

4. **CONSENT AGENDA**
Receive and Accept:
 - a) Minutes of August MUG Meeting
(Attached)
 - b) Monthly Attendance Report
(Attached)
 - c) Minutes of August Board Meeting
(Attached)
 - d) July Ridership Report
(Attached)
5. **ON-GOING ITEMS**
 - a) Review Current Board Agenda Items
 1. Review of Advisory Group Structure
 2. Leafleting at METRO Transit Centers
 - b) Review of Headways Redesign Issues
 1. Recommendations for Next Headways
 - c) Service and Planning Update
 - d) Bus Procurement
 - e) Marketing
6. **UPDATES**
 - a) MetroBase
7. **NEW BUSINESS**
None

8. ITEMS FOR NEXT AGENDA

9. OPEN DISCUSSION

10. ADJOURNMENT

Distribution:

Marc Adato, *City of SC Public Works Dept.*
Bryant Baehr, *Operations Manager* – by email
Sharon Barbour, *MASTF* – by email
Ted Chatterton, *Transit User*
Sandra Coley, *Pajaro TMA*
Connie & Shelley Day, *Transit Users*
Mark Dorfman, *Assistant General Manager*
Jenna Glasky, *SEA* – by email
Ron Goodman, *Bicycle/Transit User* – by email
Michelle Hinkle, *Chair, Board Member*
Virginia Kirby, *Transit User*
David Konno, *Facilities Maint Manager* – by email
Ian McFadden, *Transit Planner* – by email
Paul Marcelin, *Transit User* – by email

Matthew Melzer, *Transit User* – by email
Bonnie Morr, *UTU* – by email
Carolyn O'Donnell, *Santa Cruz TMA*
Manuel Osorio, *Cabrillo Student Services*
Steve Paulson, *ParaCruz Administrator* – by email
Karena Pushnik, *SCCRTC* – by email
Stuart Rosenstein, *Transit User* – by email
Barbara Schaller, *Seniors Commission* – by email
Michael & Janet Singer, *Transit Users* – by email
Tom Stickel, *Fleet Maint Manager* – by email
Jim Taylor, *UTU* – by email
Candice Ward, *UCSC* – by email
Leslie White, *General Manager*

If you would like to apply for membership to be on the Metro Users Group (MUG) Committee, please contact Dale Carr, Administrative Services Coordinator at 426-6080 for an application for membership.

Santa Cruz Metropolitan Transit District

Minutes-METRO Users Group

August 20, 2003

The METRO Users Group met at 2:10 p.m., Wednesday, August 20, 2003, in the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz.

MEMBERS PRESENT

Ted Chatterton, Transit User
Connie Day, Transit User
Shelley Day, Transit User
Michelle Hinkle, Chair, Board Member
Virginia Kirby, Transit User
Stuart Rosenstein, Transit User
Barbie Schaller, Seniors Commission

SCMTD STAFF PRESENT

Bryant Baehr, Operations Manager

VISITORS PRESENT

Jim Taylor, Vice Chair, UTU Local 23

MUG MOTIONS TO METRO BOARD OF DIRECTORS

None

MUG MOTIONS TO METRO MANAGEMENT

None

1. CALL TO ORDER AND INTRODUCTION

Chair Michelle Hinkle called the meeting to order at 2:15 p.m. and introductions were made.

2. ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS

Stuart Rosenstein reported that he had submitted an email to the Board regarding the renaming of Metro Center to "Pacific Station". He requested that the new name contain "Santa Cruz" so it would be less confusing to the public – especially new riders and tourists. Although Mr. Rosenstein's email was not received until after the decision had been made at the Board meeting, he would like his comment noted in case the subject is ever revisited. Ted Chatterton wants the Board to know that he believes that "Pacific Station" is an "idiotic" name for Metro Center. Bryant Baehr explained that the name change came about to clearly identify that MetroBase and Metro Center were two different projects because there was confusion when explaining the projects to people in Washington, DC to obtain funding.

3. ADDITIONS AND DELETIONS TO THE AGENDA

Bryant announced that the Item #5a)1,"Review of Advisory Group Structure", would be deferred until next month.

4. CONSENT AGENDA

Receive and Accept:

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

ACTION: MOTION: Connie Day
APPROVE CONSENT AGENDA
Motion passed with one abstention

SECOND: Barbie Schaller

5. ON-GOING ITEMS

5a) Review of Current Board Agenda Items

1) Review of Advisory Group Structure.

Deferred until next month

5b) Review of *Headways* Redesign Issues

Stuart Rosenstein had suggestions for improving the *Headways* cover by increasing the font size of the website address to the same size as the phone number and using the banner area to promote the website on a future edition. Mr. Rosenstein also noted that the 9:07 a.m. time point leaving the Capitola Mall on the inbound 69A should be 9:00 a.m. Bryant said he would look into making the suggested changes to the cover and that the time point would be corrected immediately, as the next *Headways* goes to print on Monday.

Virginia Kirby reported that an MST driver had not accepted her day pass and wondered if the MST information in *Headways* should be changed. Bryant said he would look into this. Ms. Kirby also pointed out that it is nearly impossible to make a connection with an MST bus at the Watsonville Transit Center. Bryant reported that he is working on improving communication with MST. They have just upgraded their radio equipment and Bryant will look into the possibility of METRO dispatch accessing MST's frequency so a METRO operator could call a transfer in to METRO dispatch, who could relay the message to MST dispatch, who could then have their driver hold at the WTC for the transfer.

Stuart Rosenstein suggested that, although it is too late to include it in the *Headways* being printed on Monday, he would like to see a paragraph promoting the website in the next edition. It could include something like "In an effort to conserve paper, METRO is encouraging the use of their website..." Mr. Rosenstein also suggested posting paper signs with big letters inside the buses promoting the website.

5c) Service & Planning Update

Bryant explained that the next *Headways* would be good for 9 months, from September 11, 2003 through June 2, 2004. Besides the school term service being added back in, no other service changes are anticipated before June 2, 2004.

5d) Bus Procurement

Bryant reported that the 11 new Highway 17 buses are expected to arrive between the 2nd week of October and last week of November.

6. UPDATES

6a) MetroBase

Bryant reported that the Board has awarded the Architectural & Engineering contract to RNL Design. The City Redevelopment Department is currently working on land acquisition with the owners of the Surf City Produce and Tool Shed properties.

7. NEW BUSINESS

Nothing to report

8. ITEMS FOR NEXT AGENDA

Stuart Rosenstein stated he would like to see some kind of campaign to promote bus service and ridership. He suggested using catchy phrases for different routes like "every 15 minutes" or "leaves every hour" or "let your community drivers do the driving" and saving time and money by going through the marketing department's notes and minutes to get ideas, or using other transportation organizations' ideas – basically using work already available.

There was discussion about the possibility of the Hwy 17 Express stopping in Los Gatos and going to Metro Center. Bryant reported that although there is no funding available right now, the General Manager is still interested in taking over the Hwy 17 Amtrak service, with a definite goal to provide weekend service.

Bryant explained that the Fleet Maintenance department is currently working on the noise problem with the new convertible buses. In order to meet strict CARB regulations, the engines must run hotter, which triggers the loud engine cooling fans to come on. The fans are coming on prematurely and when not necessary, which seems to be a programming error. Also, the particulate traps are clogging. Bryant is confident these problems are fixable.

There was discussion about the air conditioning and slider windows in the new buses. Bryant explained that the climate control is set to 70 degrees and the only options are on and off, and not hot / cold or up / down.

It was noted that the conversation had drifted into Open Discussion.

9. OPEN DISCUSSION

Stuart Rosenstein expressed that while the majority of drivers are very helpful, he is really concerned that Bus Operators are not required to know all the street names in the area. He feels that passengers should be able to ask a driver where a particular street is and get directions, like in San Francisco. Jim Taylor explained that the Operators are required to know their route, including the major destinations and intersections, stops, and all their right and left turns. Bryant went on to say that some Operators have lived here all their lives and are very familiar with the area, while some live in other places

and work here; and that Senior Operators know the area very well, while Junior Operators tend to get bounced from route to route and may not know the area as well. Bryant also explained that unless there is a lot of radio traffic, Operators call dispatch for directions and oftentimes a Senior Operator will reply with an answer. Chair Michelle Hinkle suggested asking for directions to the final destination – such as a business name, if the driver is not familiar with the street name. Stuart suggested that part of next month's marketing discussion could include something like, "Need to get somewhere? Ask your community drivers." Bryant agreed that the more knowledgeable the drivers are, the less likely passengers who are unsure of how to get somewhere will choose to drive themselves. Bryant finished by saying it is always in our best interest to figure out how we can provide better customer service.

10. ADJOURNMENT

Chair Michelle Hinkle adjourned the meeting at 3:40 p.m.

Respectfully submitted,

Cindi Thomas
Administrative Secretary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Elisabeth Ross, Manager of Finance
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR JULY 2003

I. RECOMMENDED ACTION

This report is for informational purposes only.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$4,414,113 or \$6,409 under the amount of revenue expected to be received during the first month of the fiscal year, based on the final budget adopted in June.
- Total operating expenses for the year to date, in the amount of \$2,266,904, are at 6.9% of the final budget.
- A total of \$12,777 has been expended through July 31st for the FY 03-04 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 03-04 budget as of July 31, 2003. The fiscal year is 8.3% elapsed.

A. Operating Revenues

Revenues are \$6,409 under the amount projected to be received for the period. Sales tax is \$36,400 below budget projections due to a lower advance payment than expected. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$2,266,904 or 6.9% of the final budget, with 8.3% of the year elapsed. Variances are explained in the notes following the report.

September 26, 2003

Board of Directors

Page 2

C. Capital Improvement Program

For the year to date, a total of \$12,777 has been expended on the Capital Improvement Program.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for July 2003

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - JULY 2003**

Operating Revenue	FY 03-04 Budgeted for Month	FY 03-04 Actual for Month	FY 03-04 Budgeted YTD	FY 02-03 Actual YTD	FY 03-04 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 310,826	\$ 334,981	\$ 310,826	\$ 257,784	\$ 334,981	\$ 24,155	
Paratransit Fares	\$ -	\$ 3,138	\$ -	\$ 840	\$ 3,138	\$ 3,138	
Special Transit Fares	\$ 35,044	\$ 41,825	\$ 35,044	\$ 41,008	\$ 41,825	\$ 6,781	
Highway 17 Revenue	\$ 76,073	\$ 53,420	\$ 76,073	\$ 66,628	\$ 53,420	\$ (22,653)	
<i>Subtotal Passenger Rev</i>	\$ 421,943	\$ 433,364	\$ 421,943	\$ 366,260	\$ 433,364	\$ 11,421	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	
Advertising Income - Dist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Commissions	\$ 767	\$ 592	\$ 767	\$ 1,300	\$ 592	\$ (175)	
Rent Income	\$ 12,863	\$ 12,044	\$ 12,863	\$ 13,849	\$ 12,044	\$ (819)	
Interest - General Fund	\$ 23,638	\$ 24,141	\$ 23,638	\$ 43,881	\$ 24,141	\$ 503	
Non-Transportation Rev	\$ 175	\$ 233	\$ 175	\$ 283	\$ 233	\$ 58	
Sales Tax Income	\$ 1,110,000	\$ 1,073,600	\$ 1,110,000	\$ 1,096,000	\$ 1,073,600	\$ (36,400)	See Note 2
TDA Funds	\$ -	\$ -	\$ -		\$ -	\$ -	
FTA Op Asst - Sec 5307	\$ 2,804,435	\$ 2,804,435	\$ 2,804,435		\$ 2,804,435	\$ -	
FTA Op Asst - Sec 5311	\$ 46,701	\$ 65,704	\$ 46,701		\$ 65,704	\$ 19,003	See Note 3
FY 02-03 Carryover	\$ -	\$ -	\$ -		\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -		\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -		\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -		\$ -	\$ -	
Total Operating Revenue	\$ 4,420,522	\$ 4,414,113	\$ 4,420,522	\$ 1,536,573	\$ 4,414,113	\$ (6,409)	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - JULY 2003**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 891,383	\$ 891,383	\$ 46,814	\$ 66,993	7.5%	
Finance	\$ 522,456	\$ 522,456	\$ 42,635	\$ 45,413	8.7%	See Note 4
Customer Service	\$ 519,934	\$ 519,934	\$ 61,253	\$ 44,741	8.6%	See Note 4
Human Resources	\$ 327,189	\$ 327,189	\$ 23,949	\$ 30,497	9.3%	See Note 4
Information Technology	\$ 413,963	\$ 413,963	\$ 26,817	\$ 37,909	9.2%	See Note 4
District Counsel	\$ 358,878	\$ 358,878	\$ 24,658	\$ 36,827	10.3%	See Note 4
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,029,512	\$ 1,029,512	\$ 80,522	\$ 84,346	8.2%	
Paratransit Program	\$ 229,377	\$ 229,377	\$ 13,659	\$ 18,200	7.9%	
Operations	\$ 1,908,172	\$ 1,908,172	\$ 145,246	\$ 156,537	8.2%	
Bus Operators	\$ 12,044,316	\$ 12,044,316	\$ 933,915	\$ 1,000,352	8.3%	
Fleet Maintenance	\$ 4,120,660	\$ 4,120,660	\$ 294,802	\$ 317,911	7.7%	
Retired Employees/COBRA	\$ 833,989	\$ 833,989	\$ 49,293	\$ 124,044	14.9%	See Note 4
Total Personnel	\$ 23,199,828	\$ 23,199,828	\$ 1,743,563	\$ 1,963,771	8.5%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 585,535	\$ 585,535	\$ 49,399	\$ 43,737	7.5%	
Finance	\$ 950,128	\$ 950,128	\$ 29,447	\$ 48,537	5.1%	
Customer Service	\$ 114,080	\$ 114,080	\$ 16,998	\$ 5,331	4.7%	
Human Resources	\$ 59,322	\$ 59,322	\$ 808	\$ 1,136	1.9%	
Information Technology	\$ 103,670	\$ 103,670	\$ 8,307	\$ 13,217	12.7%	See Note 5
District Counsel	\$ 21,735	\$ 21,735	\$ 115	\$ 82	0.4%	
Risk Management	\$ 206,350	\$ 206,350	\$ 33,707	\$ (263)	-0.1%	See Note 6
Facilities Maintenance	\$ 476,840	\$ 476,840	\$ 18,753	\$ 20,597	4.3%	
Paratransit Program	\$ 3,506,306	\$ 3,506,306	\$ 3,557	\$ -	0.0%	See Note 7
Operations	\$ 534,490	\$ 534,490	\$ 8,274	\$ 11,023	2.1%	
Bus Operators	\$ 7,400	\$ 7,400	\$ -	\$ -	0.0%	
Fleet Maintenance	\$ 2,953,059	\$ 2,953,059	\$ 133,128	\$ 159,735	5.4%	
Op Prog/SCCIC	\$ 1,257	\$ 1,257	\$ 33	\$ -	0.0%	
Total Non-Personnel	\$ 9,520,172	\$ 9,520,172	\$ 302,526	\$ 303,132	3.2%	
Subtotal Operating Expense	\$ 32,720,000	\$ 32,720,000	\$ 2,046,089	\$ 2,266,904	6.9%	
Grant Funded Studies/Programs	\$ -	\$ -		\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -		\$ -	0.0%	
Pass Through Programs	\$ -	\$ -		\$ -	0.0%	
Total Operating Expense	\$ 32,720,000	\$ 32,720,000	\$ 2,046,089	\$ 2,266,904	6.9%	
YTD Operating Revenue Over YTD Expense				\$ 2,147,209		

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,363,193	\$ 6,363,193	\$ 475,603	\$ 466,898	7.3%	
Operators Overtime	\$ 927,591	\$ 927,591	\$ 34,193	\$ 50,566	5.5%	
Other Salaries & Wages	\$ 6,390,190	\$ 6,390,190	\$ 454,109	\$ 462,448	7.2%	
Other Overtime	\$ 139,709	\$ 139,709	\$ 16,573	\$ 19,437	13.9%	See Note 8
	\$ 13,820,683	\$ 13,820,683	\$ 980,477	\$ 999,349	7.2%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 148,453	\$ 148,453	\$ 10,817	\$ 11,733	7.9%	
PERS Retirement	\$ 1,164,898	\$ 1,164,898	\$ 75,567	\$ 87,533	7.5%	
Medical Insurance	\$ 2,667,738	\$ 2,667,738	\$ 177,116	\$ 394,185	14.8%	See Note 4
Dental Plan	\$ 455,704	\$ 455,704	\$ 33,854	\$ 31,826	7.0%	
Vision Insurance	\$ 123,307	\$ 123,307	\$ 9,569	\$ 9,466	7.7%	
Life Insurance	\$ 60,472	\$ 60,472	\$ 4,526	\$ 4,358	7.2%	
State Disability Ins	\$ 196,085	\$ 196,085	\$ 10,597	\$ 12,686	6.5%	
Long Term Disability Ins	\$ 221,054	\$ 221,054	\$ 37,822	\$ 32,376	14.6%	See Note 9
Unemployment Insurance	\$ 46,893	\$ 46,893	\$ 51	\$ 154	0.3%	
Workers Comp	\$ 1,666,634	\$ 1,666,634	\$ 144,357	\$ 133,905	8.0%	
Absence w/ Pay	\$ 2,596,775	\$ 2,596,775	\$ 258,326	\$ 244,138	9.4%	See Note 10
Other Fringe Benefits	\$ 31,131	\$ 31,131	\$ 482	\$ 2,062	6.6%	
	\$ 9,379,144	\$ 9,379,144	\$ 763,085	\$ 964,423	10.3%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 299,484	\$ 299,484	\$ 72	\$ 945	0.3%	
Prof/Legis/Legal Services	\$ 490,180	\$ 490,180	\$ 10,560	\$ 15,000	3.1%	
Custodial Services	\$ 89,000	\$ 89,000	\$ 4,621	\$ 3,699	0.0%	
Uniforms & Laundry	\$ 40,500	\$ 40,500	\$ -	\$ -	0.0%	
Security Services	\$ 346,188	\$ 346,188	\$ 331	\$ 715	0.2%	
Outside Repair - Bldgs/Eqmt	\$ 188,686	\$ 188,686	\$ 5,196	\$ 10,065	5.3%	
Outside Repair - Vehicles	\$ 271,570	\$ 271,570	\$ 13,965	\$ 20,412	7.5%	
Waste Disp/Ads/Other	\$ 109,845	\$ 109,845	\$ 1,680	\$ 1,089	1.0%	
	\$ 1,835,453	\$ 1,835,453	\$ 36,425	\$ 51,925	2.8%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,289,256	\$ 3,289,256	\$ -	\$ -	0.0%	See Note 7
	\$ 3,289,356	\$ 3,289,356	\$ -	\$ -	0.0%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,486,549	\$ 1,486,549	\$ 74,287	\$ 87,694	5.9%	
Tires & Tubes	\$ 131,000	\$ 131,000	\$ 8,771	\$ 4,327	3.3%	
Other Mobile Supplies	\$ 6,500	\$ 6,500	\$ -	\$ 199	3.1%	
Revenue Vehicle Parts	\$ 515,000	\$ 515,000	\$ 10,477	\$ 22,699	4.4%	
	\$ 2,139,049	\$ 2,139,049	\$ 93,534	\$ 114,919	5.4%	

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 22,367	\$ 22,367	\$ 2,343	\$ 522	2.3%	
Printing	\$ 73,275	\$ 73,275	\$ 3,136	\$ 3,061	4.2%	
Office/Computer Supplies	\$ 64,250	\$ 64,250	\$ 3,878	\$ 3,883	6.0%	
Safety Supplies	\$ 19,825	\$ 19,825	\$ 39	\$ 898	4.5%	
Cleaning Supplies	\$ 66,100	\$ 66,100	\$ 1,320	\$ 1,585	2.4%	
Repair/Maint Supplies	\$ 65,000	\$ 65,000	\$ 1,629	\$ 1,447	2.2%	
Parts, Non-Inventory	\$ 50,000	\$ 50,000	\$ 1,725	\$ 1,848	3.7%	
Tools/Tool Allowance	\$ 9,600	\$ 9,600	\$ 180	\$ 303	3.2%	
Promo/Photo Supplies	\$ 14,400	\$ 14,400	\$ 75	\$ (60)	-0.4%	See Note 11
	\$ 384,817	\$ 384,817	\$ 14,325	\$ 13,488	3.5%	
UTILITIES						
	\$ 323,677	\$ 323,677	\$ 19,327	\$ 12,394	3.8%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 641,500	\$ 641,500	\$ 29,085	\$ 47,061	7.3%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 28,842		0.0%	
Repairs to Prop	\$ -	\$ -	\$ 875		0.0%	
Prof/Other Services	\$ -	\$ -	\$ -		0.0%	
	\$ 741,500	\$ 741,500	\$ 58,802	\$ 47,060	6.3%	
TAXES						
	\$ 49,433	\$ 49,433	\$ 2,456	\$ 2,481	5.0%	
MISC EXPENSES						
Dues & Subscriptions	\$ 51,970	\$ 51,970	\$ 30,066	\$ 5,449	10.5%	See Note 12
Media Advertising	\$ 3,000	\$ 3,000	\$ 67	\$ -	0.0%	
Employee Incentive Program	\$ 10,381	\$ 10,381	\$ 174	\$ 90	0.9%	
Training	\$ 28,775	\$ 28,775	\$ -	\$ 2,450	8.5%	See Note 13
Travel	\$ 35,941	\$ 35,941	\$ 119	\$ 2,604	7.2%	
Other Misc Expenses	\$ 18,314	\$ 18,314	\$ 687	\$ 798	4.4%	
	\$ 148,381	\$ 148,381	\$ 31,114	\$ 11,391	7.7%	
OTHER EXPENSES						
Leases & Rentals	\$ 608,506	\$ 608,506	\$ 46,544	\$ 49,474	8.1%	
	\$ 608,506	\$ 608,506	\$ 46,544	\$ 49,474	8.1%	
Total Operating Expense	\$ 32,720,000	\$ 32,720,000	\$ 2,046,089	\$ 2,266,904	6.9%	

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

CAPITAL PROJECTS	Program Budget	Expended in July	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 9,306,548		
Urban Bus Replacement	\$ 6,018,365	\$ 3,991	\$ 3,991
Metro Center Renovation Project	\$ 108,891	\$ 6,788	\$ 6,788
Spare Parts for New Buses (carryover)	\$ 97,550		
	\$ 15,531,354		
<u>District Funded Projects</u>			
Bus Stop Improvements	\$ 60,000		
IT Projects	\$ 15,000		
Paratransit Program	\$ 15,000		
Facilities Repairs & Improvements	\$ 65,000		
Radio Repeater	\$ 13,000		
Bus Windows	\$ 29,000		
Non-revenue Vehicle Replacement	\$ 116,000		
Office Equipment	\$ 39,500		
Storage Container	\$ 1,800	\$ 1,998	\$ 1,998
Transfer to Operating Budget	\$ 350,000		
	\$ 704,300		
TOTAL CAPITAL PROJECTS	\$ 16,235,654	\$ 12,777	\$ 12,777
<u>CAPITAL FUNDING SOURCES</u>			
	Budget	Received in July	YTD Received
Federal Capital Grants	\$ 8,309,278	\$ -	\$ -
State/Local Capital Grants	\$ 4,844,713	\$ -	\$ -
STA Funding	\$ 821,414	\$ -	\$ -
District Reserves	\$ 2,260,249	\$ 12,777	\$ 12,777
TOTAL CAPITAL FUNDING	\$ 16,235,654	\$ 12,777	\$ 12,777

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

1. Passenger fares (farebox and pass sales) are \$24,155 or 8.0% over the final budget amount for the year to date. Paratransit fares are \$3,138 over budget for the period since the number shown is only for paratransit advance ticket sales. The July contractor billing was not received by the report deadline. Special transit fares (contracts) are \$6,781 or 19% over the budgeted amount. UCSC contract revenue is \$5,666 over budget. Employer bus pass program revenue is \$1,115 over budget. Highway 17 Express revenue is \$22,653 or 30% under the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first month of the fiscal year by a net \$11,421 or 2.7%.
2. Sales tax income is under budget by \$36,400 or 3% since the District received a lower advance payment for July than anticipated.
3. FTA operating assistance for rural areas is over budget by \$19,003 or 41% because the District's allocation was increased over the original estimate.
4. Personnel expense is over budget 8.3% for several departments due to payment for August medical premiums being included in the July report.
5. Information Technology non-personnel expense is at 12.7% of the budget due to the annual payment of maintenance agreements for the computer system.
6. Risk Management expense is at -0.1% of the budget due to a \$263 credit during the period.
7. Paratransit program shows no expense because the July billing was not submitted by the contractor by the report deadline.
8. Overtime expense for non-operators is at 13.9% of the budget due to shift coverage for Transit Supervisors on vacation. Total Operations payroll is within budget.
9. Long-term disability insurance is at 14.6% of the budget due to the renewal rate increase of 5.4% compared to the budgeted increase of 5.0%, which will be addressed in the budget revision.
10. Absence with pay is at 9.4% of the budget since more vacation time is taken in the summer months. Total payroll is within budget.
11. Promotional and photo supply expense is at -0.4% of the budget due to a \$60 credit during the period.
12. Dues and subscriptions are at 10.5% of the budget due to the annual payment for several subscriptions.
13. Training expense is at 8.5% of the budget since registration payments for training events are made on an irregular basis during the year.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Steve Paulson, Paratransit Administrator

SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of June, 2003. Improvement continued in all performance indicators for this reporting period.
- Eligibility/Recertification statistics reported are through August 31, 2003

III. DISCUSSION

Operating Statistics for the Month of June 2003

	This June	Last June	% Change	FYTD	Last FYTD	% Change
Cost	\$170,618.48	\$200,523.45	-14.91 %	\$2,565,293.28	\$2,723,353.00	-5.80 %
Revenue	\$16,032.00*	\$18,702.00	-14.28 %	\$206,876.00*	\$216,178.00	-4.30 %
Subsidy	\$154,486.48	\$181,821.45	-14.98 %	\$2,358,417.28	\$2,507,175.00	-5.93 %
Rides performed	8,196**	9,351	-12.35 %	105,989	108,089	-1.94%
Cost/ Ride	\$20.82	\$21.44	-2.92 %	\$24.20	\$25.20	-3.94 %
Productivity	1.96 rides per hour	Data not available	Data not available	1.904 rides per hour	Data not available	Data not available

* Revenue does not equal \$2.00/ride because no revenue is generated by rides to and from certification interviews.

**includes 234 rides to/from certification assessments. These rides would not have occurred without the district's requirement.

Fiscal Year-to-Date Performance Measures:

July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD	
9610	9226	9541	9585	8768	8103	8216	7969	9039	8757	8979	8196	105,989	Total rides
602	365	400	465	522	444	323	382	834	709	618	500	6,164	Late rides
6.26%	3.96%	4.19%	4.85%	5.95%	5.48%	3.93%	4.79%	9.23%	8.10%	6.88%	6.10%	5.82%	% of rides late
311	329	388	387	332	255	242	172	173	378	287	263	3,517	too early
913	694	788	852	854	699	565	554	1007	1087	905	763	9,681	Rides not "on time"
90.5%	92.5%	91.7%	91.1%	90.3%	91.4%	93.1%	93.1%	88.9%	87.6%	89.92%	90.69%	90.87%	% "on time"
5	7	7	25	31	33	11	23	21	13	5	2	183	missed trips
14	13	3	23	44	42	22	13	29	52	34	17	306	excessively late scheduled
6	11	20	27	41	19	5	10	18	24	10	2	193	excessively late will call
25	31	30	75	116	94	38	46	68	89	49	21	682	total violation w/ \$50 penalty
6	8	4	4	13	6	5	7	9	8	14	4	88	non ADA rides on District vans
\$950	\$1,000	\$1,500	\$3,750	\$5,800	\$4,700	\$1,400	\$2,300	\$3,400	\$4,450	\$2,450	\$1,050	\$32,750	Damages assessed:
0.26%	0.34%	0.31%	0.78%	1.32%	1.16%	0.46%	0.58%	0.75%	1.02%	.55%	0.26%	0.64%	% of rides subject to penalty

The District's expectation for on-time performance is 95%. The minimum acceptable level of on time performance is 92%.

Eligibility Certification

Number of new applicants assessed since August 1, 2002: 1209. Of those, 1103 were approved for some level of eligibility.

As of August 22, 2003, 264 riders who have been requested to schedule a recertification assessment have chosen not to do so.

Number of recertification assessments completed: 1236

IV. FINANCIAL CONSIDERATIONS

none

V. ATTACHMENTS

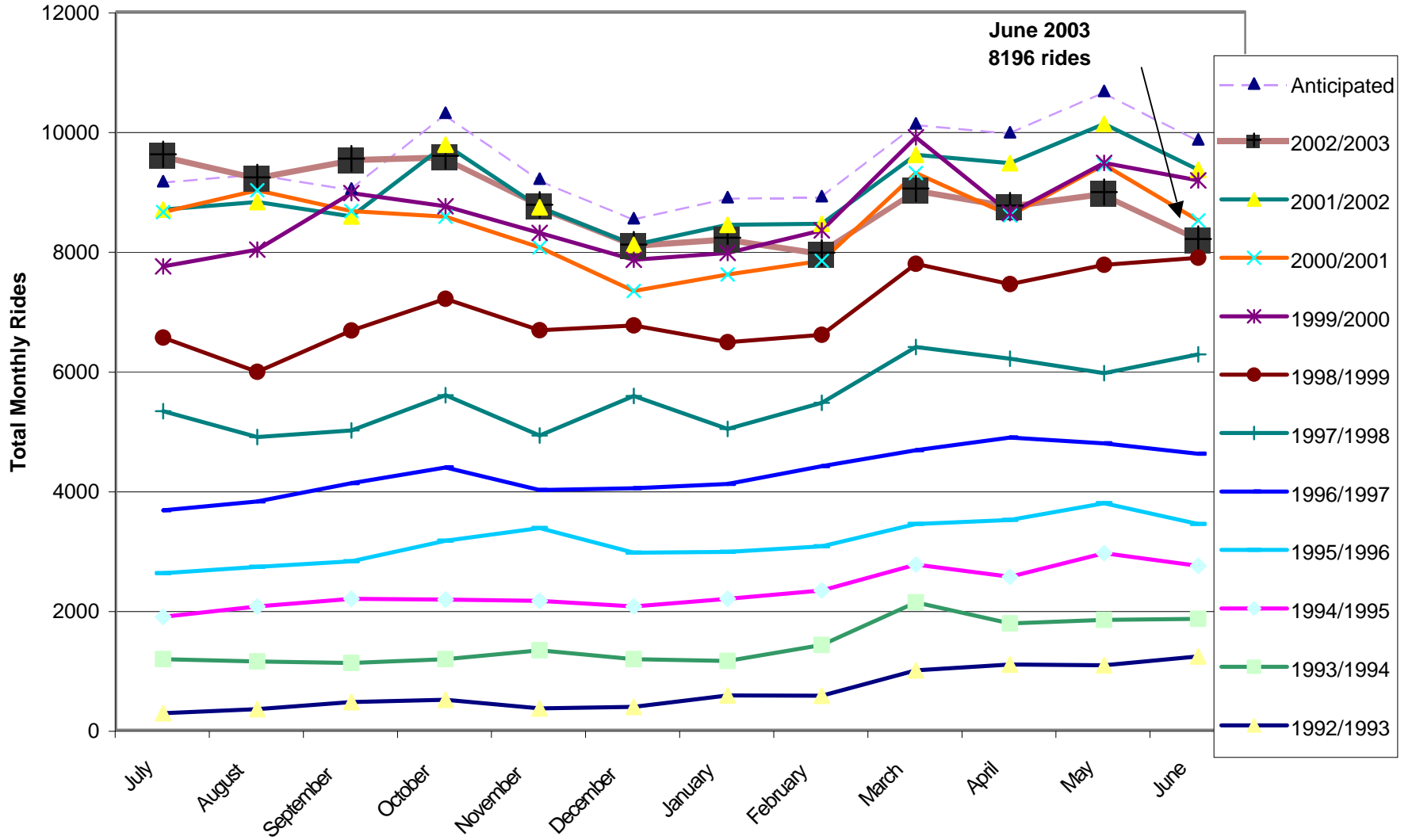
Attachment A: METRO ParaCruz Rides by Month

Attachment B: METRO ParaCruz Cost by Month

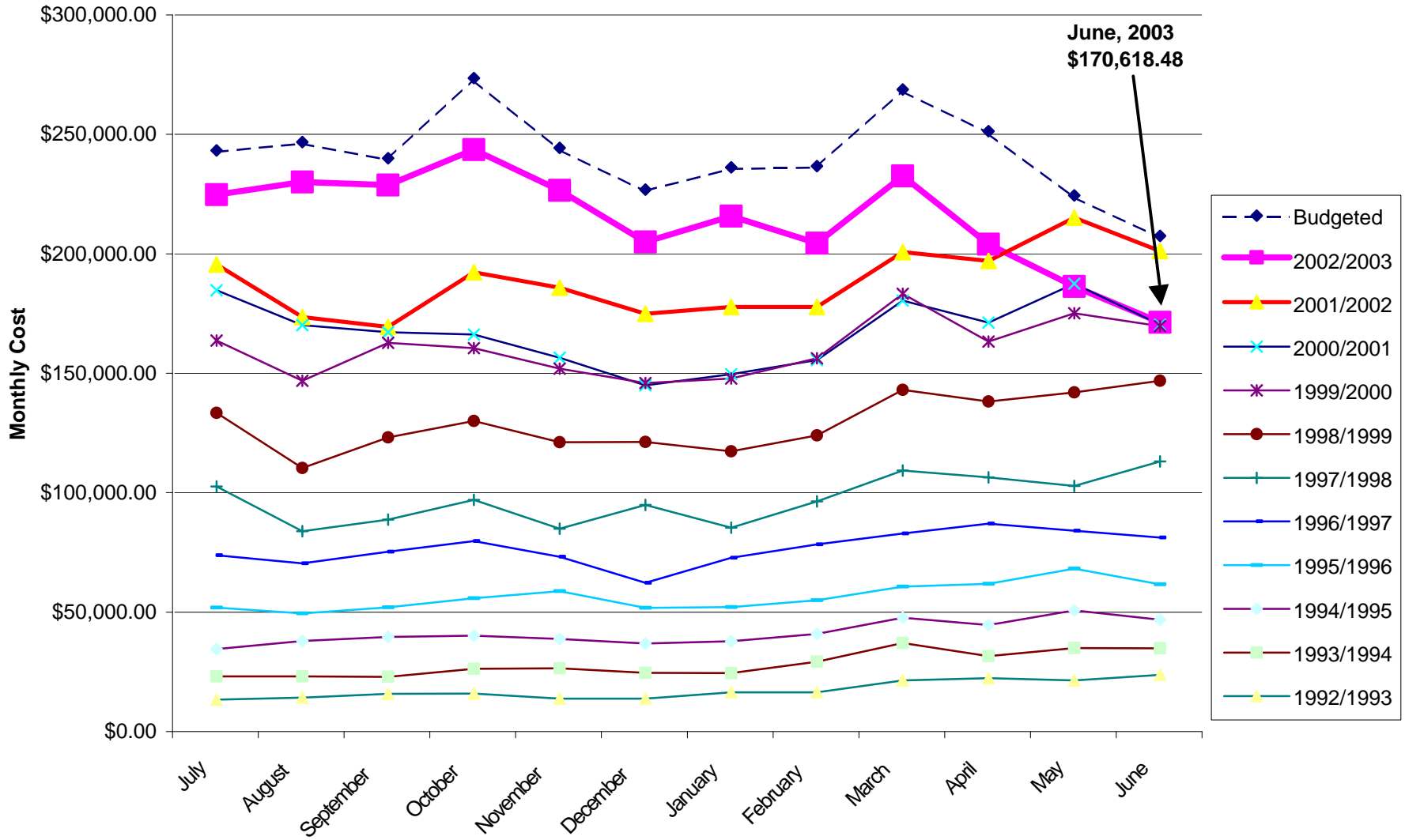
Attachment C: Recertification and New Applicant Eligibility Determinations

Attachment D: METRO ParaCruz Registrants by Month

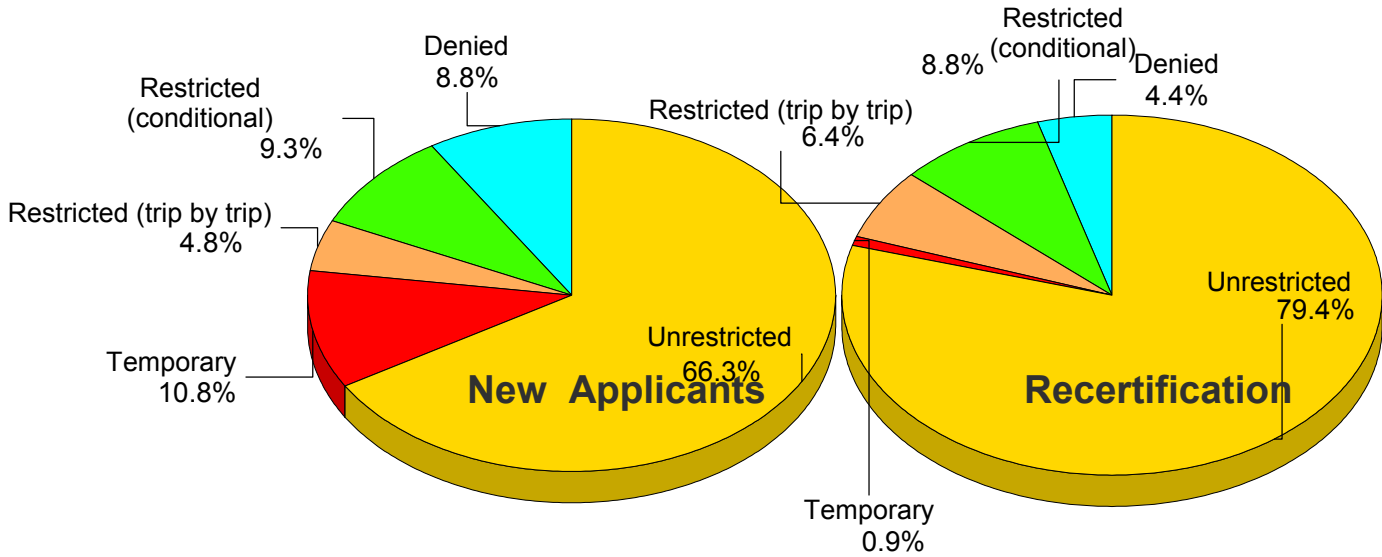
METRO ParaCruz Rides by Month



METRO ParaCruz Cost By Month



METRO ParaCruz Eligibility Determinations - Aug 1 02 through Aug 22 03



New Applicants

Unrestricted	802
Temporary	130
Restricted (trip by trip)	58
Restricted (conditional)	113
Denied	106
Group Total:	<u>1209</u>

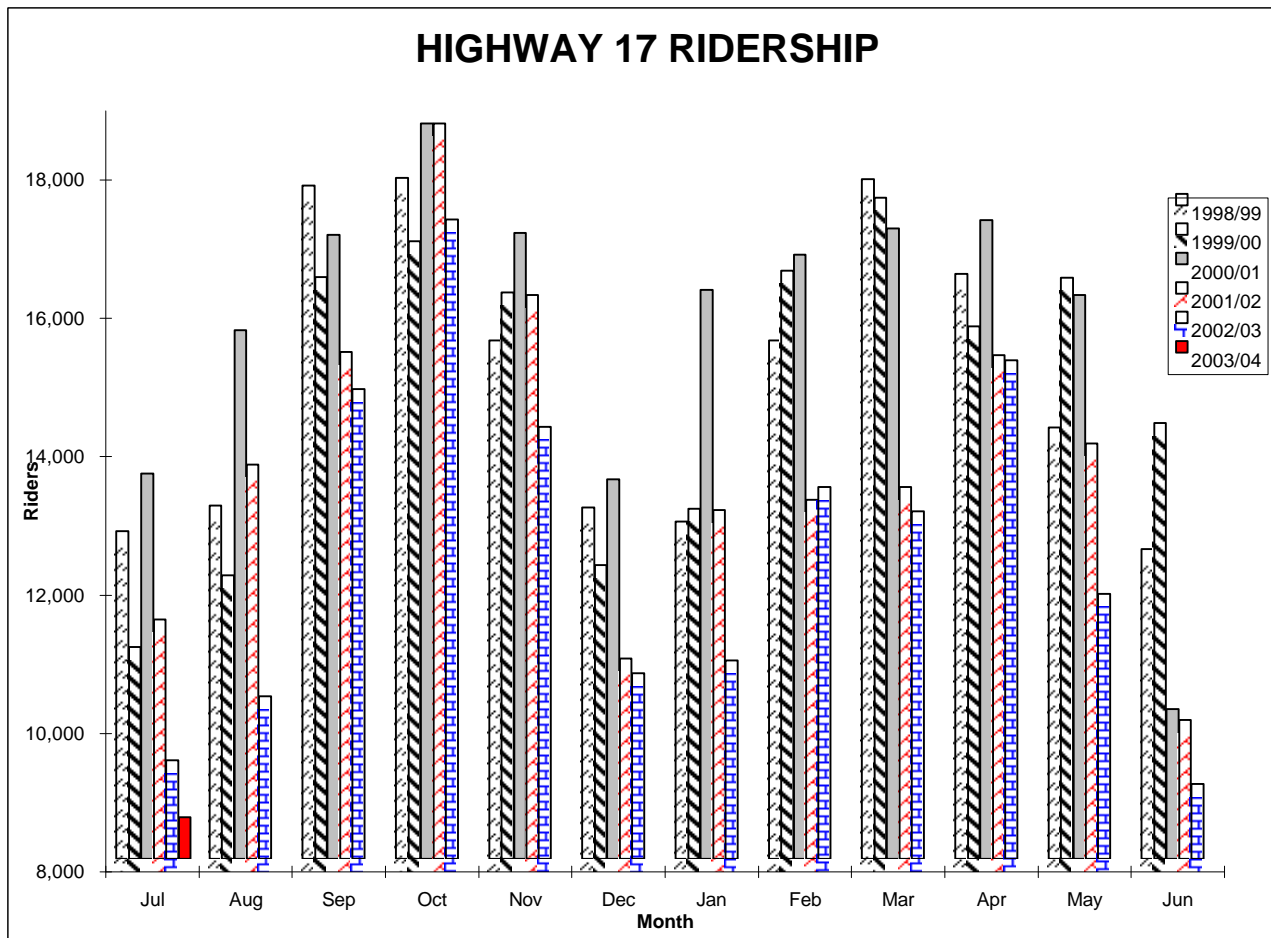
Recertification

Unrestricted	982
Temporary	11
Restricted (trip by trip)	79
Restricted (conditional)	109
Denied	55
Group Total:	<u>1236</u>

Grand Total: 2444

HIGHWAY 17 - JULY 2003

	July			YTD		
	2002/03	2001/02	%	2002/03	2001/02	%
FINANCIAL						
Cost	\$ 85,345	\$ 105,232	(18.9%)	\$ 85,345	\$ 105,232	(18.9%)
Farebox	\$ 21,496	\$ 25,461	(15.6%)	\$ 21,496	\$ 25,461	(15.6%)
Operating Deficit	\$ 63,848	\$ 79,771	(20.0%)	\$ 63,848	\$ 79,771	(20.0%)
Santa Clara Subsidy	\$ 31,924	\$ 39,886	(20.0%)	\$ 31,924	\$ 39,886	(20.0%)
METRO Subsidy	\$ 31,924	\$ 39,886	(20.0%)	\$ 31,924	\$ 39,886	(20.0%)
San Jose State Subsidy	\$ -	\$ -		\$ -	\$ -	
STATISTICS						
Passengers	8,605	9,427	(8.7%)	8,605	9,427	(8.7%)
Revenue Miles	30,263	35,829	(15.5%)	30,263	35,829	(15.5%)
Revenue Hours	1,233	1,426	(13.5%)	1,233	1,426	(13.5%)
PRODUCTIVITY						
Cost/Passenger	\$ 9.92	\$ 11.16	(11.2%)	\$ 9.92	\$ 11.16	(11.2%)
Revenue/Passenger	\$ 2.50	\$ 2.70	(7.5%)	\$ 2.50	\$ 2.70	(7.5%)
Subsidy/Passenger	\$ 7.42	\$ 8.46	(12.3%)	\$ 7.42	\$ 8.46	(12.3%)
Passengers/Mile	0.28	0.26	8.1%	0.28	0.26	8.1%
Passengers/Hour	6.98	6.61	5.5%	6.98	6.61	5.5%
Recovery Ratio	25.2%	24.2%	4.1%	25.2%	24.2%	4.1%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student billable trips for July 2003 increased by 19.6% versus July 2002. Year to date student billable trips have increased by 19.6%.
- Faculty / staff billable trips for July 2003 increased by 21.1% versus July 2002. Year to date faculty / staff billable trips have increased by 21.1%.
- Revenue received from UCSC for July 2003 was \$33,842.73 versus \$28,177.27 an increase of 20.1%.

	Billable Days	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	22	13,413	23,814	19.6%	21.1%
Last Year	22	11,079	19,916		

III. DISCUSSION

July 01, 2003 started a new fiscal / reporting year. UCSC fall instruction will resume on September 25, 2003. A summary of the results for July 2003 is:

- Student billable trips for the month of July 2003 were 23,814 vs. 19,916 for July 2002 an increase of 19.6%.
- Faculty / staff billable trips for the month of July 2003 were 13,413 vs. 11,079 for July 2002 an increase of 21.1%.
- Year to date Student billable trips increased by 19.6% and faculty / staff billable trips increased by 21.1%.
- In July 2003 the charge for service was \$33,842.73. The charge for July 2002 was \$28,177.27. This represents a 20.1% increase in revenue for July 2003 versus July 2002.

IV. FINANCIAL CONSIDERATIONS

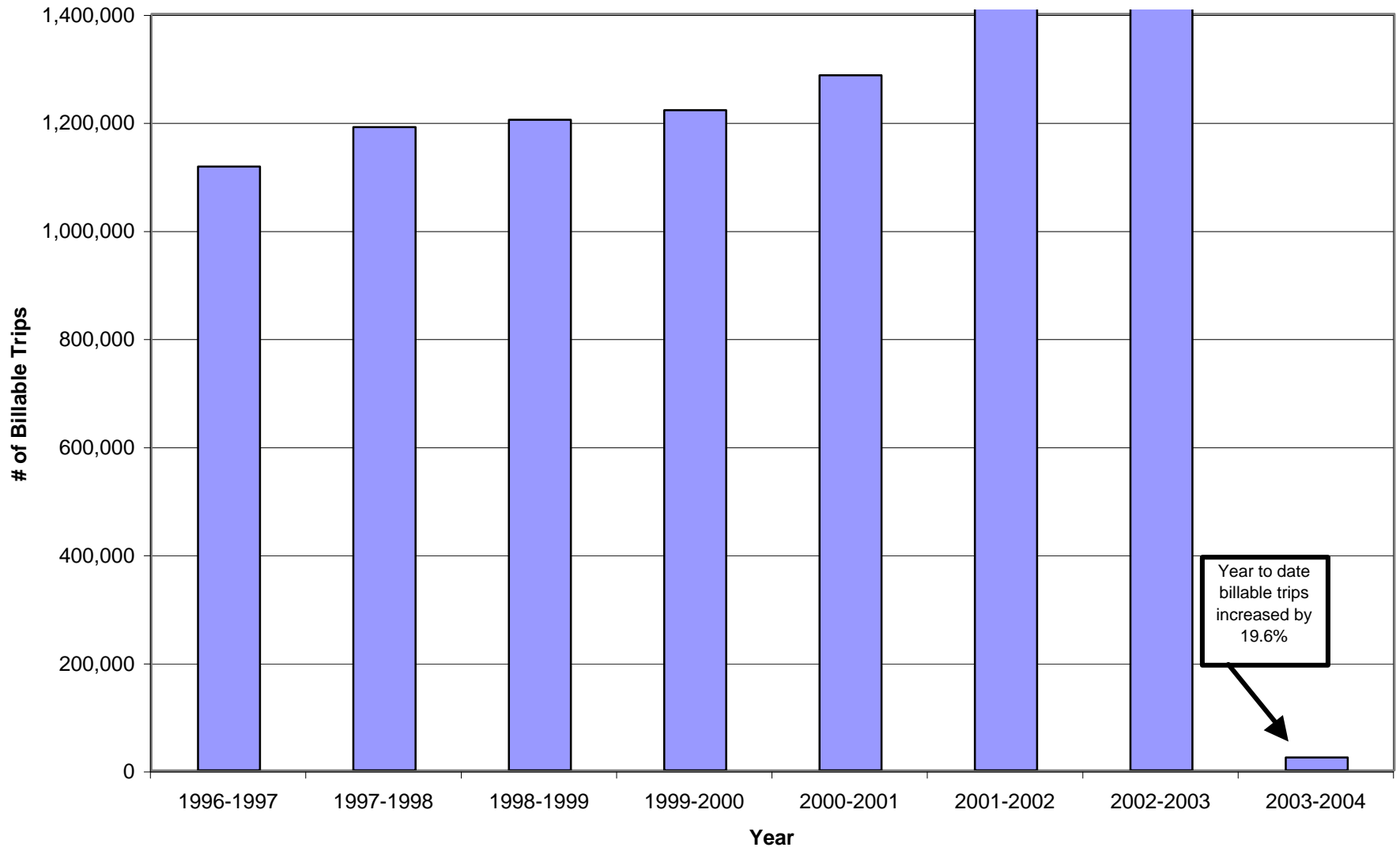
NONE

V. ATTACHMENTS

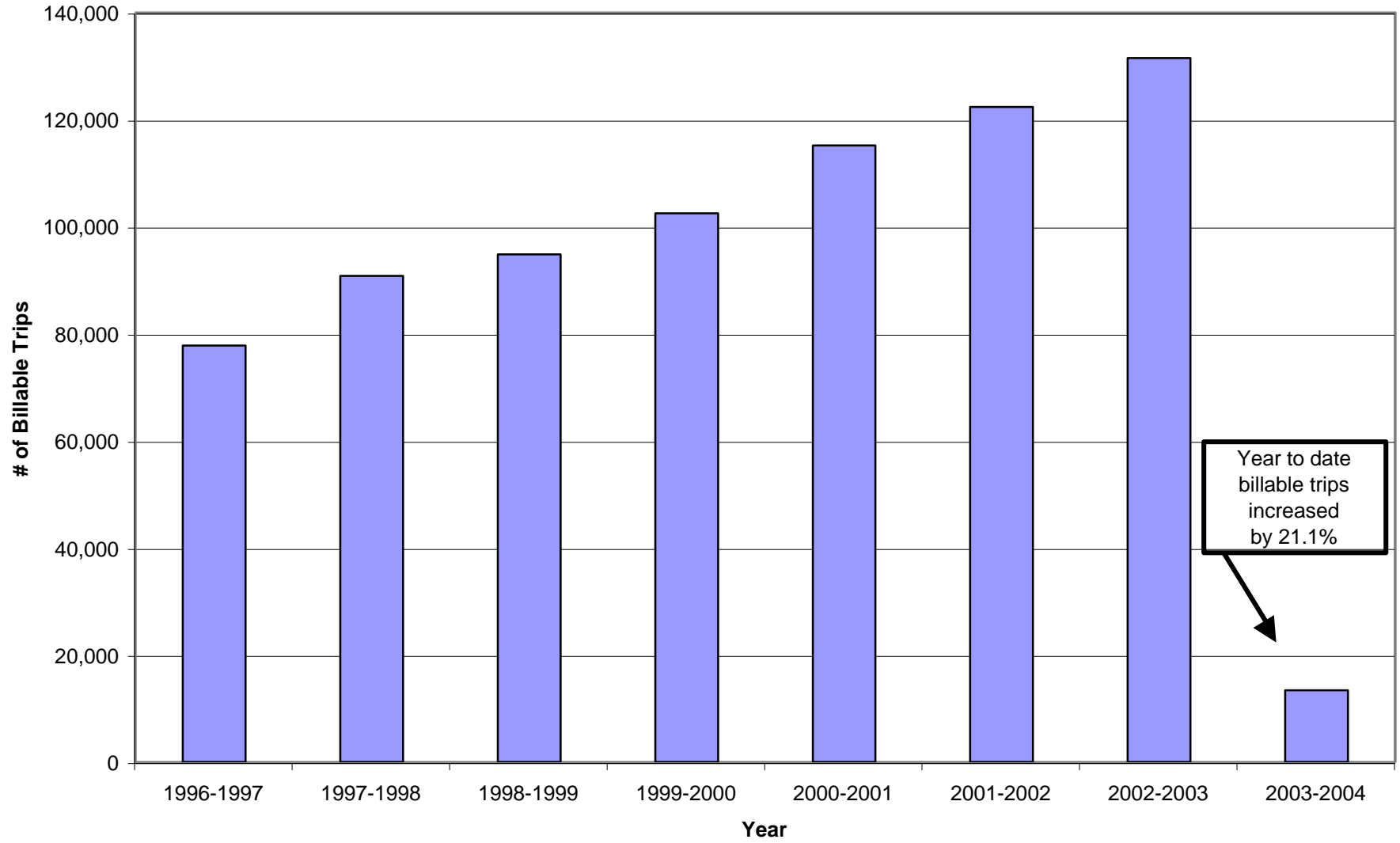
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: METROBASE PROJECT STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The MetroBase Project is currently proceeding in accordance with the schedule attached to this Staff Report. The schedule was not modified during the reporting period.
- Overall the MetroBase Project is approximately eight (8) years behind schedule for implementation.
- On April 19, 2002, the Board of Directors selected the Harvey West Cluster No. 1 Option as the preferred alternative for the Environmental Impact Report. This was the third site to receive such designation.
- On May 17, 2002, the Board of Directors adopted a revised project schedule and requested that the project status report be included in the Board packet each month.
- The project schedule has been revised three times to allow additional time for the completion and circulation of the Draft EIR.
- On February 28, 2003 the Board of Directors certified the Environmental Impact Report and accepted the MetroBase Project.
- On April 3, 2003 the EIR challenge period closed without any actions filed contesting the adequacy of the certified document.
- On March 28, 2003 the Board of Directors approved terminating the contract with Waterleaf Interiors Inc. and issuing a new RFP for final design services.
- On March 28, 2003 the Board of Directors approved the creation of a Project Manager position to assist in expediting the next phases of the project.
- On March 28, 2003 the Board of Directors approved entering into an agreement with the City of Santa Cruz Redevelopment Agency to conduct ROW Acquisition and Relocation activities.

- Agreements with the City of Santa Cruz have been developed for Inspection Services and ROW Acquisition and Relocation Services. The Agreements were approved, along with the consent for METRO to use the power of Eminent Domain, by the Santa Cruz City Council on May 27, 2003. The Board of Directors approved the agreements with the City of Santa Cruz on June 27, 2003. Metro is continuing to recruit to fill the Project Manager position. The staff of the City of Santa Cruz Redevelopment Agency is proceeding with actions necessary to acquire the property necessary for Phase I of the MetroBase Project.
- On May 13, 2003 METRO held a pre-proposal meeting for all firms interested in submitting proposals for final design services.
- On June 25, 2003 two design firms were interviewed and a preferred firm was elected for recommendation to the Board of Directors.
- On July 25, 2003 the Board of Directors considered a contract with RNL for design services for the MetroBase Project. As there was not the requisite six Directors willing to vote for the RNL contract the issue was delayed. **On August 08, 2003 the Board of Directors approved a contract with RNL for design services.**

III. DISCUSSION

The 1989 Loma Prieta earthquake severely damaged the operating facilities at METRO. The Watsonville operating base was damaged to the degree that it became inoperable and the Santa Cruz operating base lost all fueling capabilities. From that time to the present, METRO has pursued the goal of constructing replacement facilities, which would restore cost effective maintenance and operations functions. METRO has pursued a consolidated facility approach in order to achieve the maximum amount of operating efficiency on a long-term basis. The use of a consolidated or closely clustered approach will achieve significant savings for METRO which can be used to restore service levels. The original schedule, developed for the construction of replacement facilities, identified 1995 as the target year for implementation. Unfortunately, the MetroBase project has suffered a number of setbacks over the past few years and is currently approximately eight (8) years behind schedule.

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

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

The Notice of Preparation/Notice of Intent was circulated on April 30, 2002 and the comment period concluded on May 30, 2002. On May 22, 2002, the scoping meeting was held to solicit comments from the public with regard to the revised project scope. In order to proceed with the Environmental Impact Report process, it was necessary to receive a revised site plan as well as other information from both METRO and Waterleaf Interiors, Inc. The information required to be submitted to Duffy & Associates on June 1, 2002 was delivered. The Administrative Draft EIR was received by METRO staff on August 5, 2002. Comments from METRO staff and consultants were transmitted to Denise Duffy and Associates on September 4, 2002. The next time point on the schedule was the delivery of the Screen-Check of the EIR to METRO by September 27, 2002. This date was modified for a third time to reflect a new date of October 17, 2002. The attached schedule was been adjusted to reflect the delay. The impact of this action was to delay the certification of the EIR to February 28, 2003. The EIR was certified by the Board of Directors on February 28, 2003. The Board of Directors also formally approved the Metrobase Project based upon the EIR. On April 3, 2003 the period for a challenge to the adequacy of the EIR closed with no actions filed. On March 28, 2003 the Board of Directors approved the termination of the contract with Waterleaf Interiors Inc. and authorized staff to issue a Request for Proposals (RFP) to obtain professional services to carry out final design and engineering activities. The MetroBase project schedule was modified to accommodate the time necessary to change design teams. On March 28, 2003 the Board of Directors approved the creation of a Project Manager position to oversee the future phases of the MetroBase Project. The Board of Directors authorized requesting that the City of Santa Cruz Redevelopment Agency carry out the activities necessary for Right of Way Acquisition and Relocation for the project. Recruiting actions for the Project Manager are currently underway. An Agreement between METRO and the City of Santa Cruz Redevelopment Agency for service was developed. A separate Agreement with the City of Santa Cruz for inspection services was also developed. A letter requesting consent from the City of Santa Cruz for METRO to exercise the power of Eminent Domain, if necessary, was presented to the City of Santa Cruz Council for consideration at the same time as the two Agreements were presented. The two Agreements and the Resolution of Consent in response to the Request Letter were approved by the Santa Cruz City Council on May 27, 2003. METRO staff members are continuing to recruit for the Metrobase Project Manager position. On May 13, 2003 a pre-proposal meeting was held to answer any questions from companies planning to submit proposals for final design services. Proposals for final design services were received on June 6, 2003. Prospective design firms were interviewed on June 25, 2003 by Dennis Norton, Margaret Gallagher, Mark Dorfman, Bob Scott and myself. A preferred firm was selected and a contract prepared for the Board of Directors. On July 25, 2003 there were not six Directors indicating that they could support a contract with RNL for design services and therefore the project was placed on delay status. **On August 08, 2003 the Board of Directors approved a contract with RNL.**

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

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: MetroBase Project Schedule

MetroBase Project Schedule

MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6	Revision #7
FFIR Completed and Accepted by Board of Directors	04/19/02							
Board of Directors Amends Preferred Alternative Designation	04/19/02							
Circulate Notice of Preparation/Notice of Intent (30 days)	04/30/02							
Scoping Meeting	05/22/02							
NOP/NOI Circulation Period Ends	05/30/02							
Receive All Project Information from SCMTD & Architect	05/01/02							
Submit Administrative Draft EIR/EIS	07/15/02	08/05/02						
Review of ADEIR/EIS by SCMTD Complete	08/09/02	08/30/02						
Submit Screen-Check ADEIR/EIS to SCMTD	08/16/02	09/27/02	10/11/02	10/17/02				
Review of Screen-Check ADEIR/EIS Complete	08/19/02	10/04/02	10/18/02	10/25/02				
Start 45-Day Review Period	08/20/02	10/07/02	10/21/02	10/31/02				
DEIR Review Period Ends	10/11/02	11/20/02	12/06/02	12/15/02				
Submit Administrative Responses to Comments to SCMTD	11/04/02	12/13/02	12/27/02	01/13/03				
Review of Admin Responses Complete	11/25/02	01/03/03	01/17/03	01/31/03				
Circulate Responses (10 days)	12/09/02	01/13/03	01/31/03	02/07/03				
End Circulation Period	12/19/02	01/23/03	02/10/03	02/19/03				
Certify Final EIR	12/20/02	01/24/03	02/14/03	02/28/03				
ROW Acquisition Actions Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03			
A/E RFP Issued						04/15/03		
A/E Proposals Due						06/06/03		
A/E Contract Award						06/27/03	07/11/03	?
Final Design and Engineering Activities Commence	01/01/03	01/27/03	02/17/03	03/03/03	03/31/03	06/27/03	07/25/03	?
Draft Construction Specifications Circulated	05/01/03		06/01/03		07/01/03	10/10/03	11/10/03	12/8/2003
Board of Directors Approves Construction Specifications	06/20/03				07/18/03	10/24/03	11/24/03	12/19/2003
Request for Construction Bids Issued	06/20/03				07/18/03	10/24/03	11/24/03	12/19/2003
Pre Bid Meeting Held	07/15/03				08/15/03	11/18/03	12/18/03	1/15/2004
Final Bid Documents Issued	08/01/03				09/01/03	12/01/03	01/02/04	2/6/2004
Construction Bid Received	10/01/03				11/01/03	02/27/04	03/27/04	4/23/2004
Construction Bids Evaluated	10/01/03 thru 11/01/03				11/1/2003 thru 12/01/03	3/10/04 thru 4/01/04	04/10/04 thru 05/01/04	5/6/04 thru 6/03/04
ROW Acquisition Completed	11/01/03				11/31/03			

MetroBase Project Schedule

MetroBase HW 1 Cluster Alternative Revised Schedule

Task	Adopted Schedule	Revision #1	Revision #2	Revision #3	Revision #4	Revision #5	Revision #6	Revision #7
Board of Directors Award Construction Contracts	11/21/03				12/19/03	04/23/04	05/28/04	6/25/2004
Groundbreaking	01/09/04				02/13/04	05/14/04	06/14/04	7/12/2004
Construction Begins	01/12/04				02/16/04	06/01/04	07/01/04	8/1/2004
Fueling System Operational and online	07/01/05				08/01/05			9/1/2005
Fleet Maintenance Function Complete and online	09/30/05				10/30/05			
Operations Function Complete and online	11/30/05				12/31/05			
Facility Maintenance Complete and online	12/31/05				12/31/05			
Phase I Construction Complete	02/28/06				03/31/06			
Grand Opening & Celebration	03/15/06				04/15/06			

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Robyn D. Slater, Interim Human Resources Manager
SUBJECT: CONSIDER APPROVAL OF ACCOUNTING TECHNICIAN RECLASSIFICATION

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the reclassification of the Accounting Technician to Senior Accounting Technician.

II. SUMMARY OF ISSUES

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

III. DISCUSSION

There is one incumbent in the Finance Department in this classification. The classification process involved reviewing the duties of the position, performing a desk audit and determining the appropriate salary range for the classification. After reviewing the current job tasks performed by the incumbent I would recommend promoting the incumbent to the Senior Accounting Technician position. The incumbent has demonstrated her ability to perform the duties required and has received out-of-class pay for performing the duties of the Senior Accounting Technician position since June, 2003. Human Resources has obtained concurrence of the revised class specification and salary from SEIU Local 415.

IV. FINANCIAL CONSIDERATIONS

The incumbent would receive a raise based on the Memorandum of Understanding Article 8.5.2 "When an employee is promoted he/she will enter the new classification in a step which provides a minimum salary increase of 5% subject to the limits of the range."

V. ATTACHMENTS

Attachment A: Senior Accounting Technician class specification

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SENIOR ACCOUNTING TECHNICIAN

DEFINITION

Under direction, performs routine and specialized clerical accounting in one or more areas of accounts payable, accounts receivable, payroll, grants, purchasing, fixed assets, insurance and budgeting; processes and maintains administrative and financial records and files; performs a variety of clerical and related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level of the Accounting Technician series, and positions may be alternately staffed with the Accounting Technician. Positions in this class are supervised by a professional level position, and are distinguished from the Accounting Technician by the greater complexity of the work performed and independent judgment utilized. This classification is responsible for one or more comprehensive clerical account functions and may provide technical training in procedures.

EXAMPLES OF DUTIES

Processes invoices for payment; verifies receipt, documentation, calculations, and proper billing amount; allocates to proper general ledger accounts; ensures that sales tax requirements have been met; contacts vendors to resolve problems; maintains vendor lists; verifies that contracts governing invoices are current and contract amount is sufficient to pay invoices.

Creates, maintains and updates fixed asset records; coordinates with MIS to update depreciation formulas; assists in taking inventory.

Performs clerical accounting activities for grants including tracking expenses, verifying project coding, compiling documentation, and maintaining records; assists in preparation of financial reports.

Coordinates and monitors the District's property and liability insurance program, and a variety of other insurance policies; initiates endorsements for insurance coverage, and monitors contracts and leases to ensure that required endorsements are received and updated; monitors insurance premiums and audits, reviews, and prepares insurance billing statements for payment; reviews insurance records for claims and potential claims; acts as liaison with insurance providers.

Coordinates publication of the annual budget document; records and revises the District's budget as directed; prepares a variety of budget monitoring reports and balances budget related spreadsheets; processes budget transfers and makes journal entries; checks expenditures against the budget and informs supervisor if funds are not available; assists in development of department budgets.

Assembles and prepares tax documents, including 1099 forms; updates the databases; maintains IRS required documentation.

Reviews State Board of Equalization records to verify sales tax revenue; receives and processes payments; records and monitors tenant lease payments; issues receipts and maintains appropriate records for proper accounting of payments; maintains petty cash fund.

Submits the check journal for the monthly Board packet; obtains required signatures from management and Board members for cash requests from the County Treasury in accordance with established procedures; processes emergency check requests; prepares manual checks and reconciles with the automated system.

Maintains and reviews catalogs of vendors to locate items, and contacts vendors for information; obtains price quotations in accordance with policies and instructions; processes orders to purchase supplies and equipment; makes adjustments and change orders to purchase orders;

resolves merchandise and delivery problems; maintains vendor and DBE files, mailing lists, and records and information relating to procurement processes; assists with purchasing function as assigned.

Prepares and types documents including correspondence, contracts, purchase orders, requests for proposals, invitations for bids, payment authorizations, and financial, statistical, graphical, and narrative reports; composes, develops, and prepares a variety of procedures, forms, routine reports, and correspondence independently; provides technical training of procedures to others; provides information and resolves complex and routine problems; researches and gathers information and maintains records and files; sorts and distributes mail; orders office supplies; maintains confidential materials and other privileged information.

Performs payroll duties including processing timekeeping and payroll documents; performs data entry on the payroll system; requests and collects payroll documents, trust warrants, and paychecks from the payroll contractor; communicates with the payroll contractor and other departments; provides payroll information to employees; sorts and distributes paychecks.

Utilizes office equipment and the computer word processing, spreadsheet, accounting, purchasing and database programs in the performance of job duties.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of clerical accounting and financial record keeping procedures.
- Business correspondence, formats, report writing, and proper business English usage, punctuation, grammar, and spelling.
- Manual and automated record keeping and filing systems.
- Computerized spreadsheets, word processing, and accounting programs.

Skill to:

- Use a 10 key calculator by touch.
- Type accurately and at a reasonable rate of speed.

Ability to:

- Perform mathematical calculations quickly and accurately.
- Design, prepare and compile reports and information.
- Operate calculator, typewriter, computer, microfiche reader, and other standard office equipment.
- Recognize and resolve accounting problems, and reconcile differences within the accounting record.
- Prioritize work and work independently.
- Maintain confidentiality of materials, records, files, and other privileged information.
- Research data and prepare narrative, financial, and statistical reports.
- Establish and maintain cooperative working relationships with the public, District employees, and others.

Training and Experience

Any combination of training and experience equivalent to three years full-time bookkeeping or clerical accounting experience or two years experience in the District's Accounting Technician classification. Education equivalent to completion of a one year Certificate of Proficiency in accounting from a California community college may be substituted for one year of the required bookkeeping or clerical accounting experience.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF ACTIONS TAKEN IN RESPONSE TO EXCESSIVE NOISE ON 29 NEW BUSES

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The District recently took delivery of twenty-nine (29) new low floor buses, manufactured by New Flyer of America.
- After the buses were deployed on route, the District staff observed, and received public input that the new buses were excessively noisy.
- District staff has worked with representatives of New Flyer, and Detroit Diesel, the engine manufacturer, and have resolved the noise issue.

III DISCUSSION

The District contracted with New Flyer of America to build 29 new low floor buses. These buses were manufactured and delivered with engine packages that meet the latest California Air Resources Board (CARB) emission levels. The CARB requirements posed some challenges that included increased engine cooling performance.

After the buses began regular route assignments, District staff observed that the coolant fans were fully operating anytime the engine was on. In addition, the District received complaints regarding the noise level as the buses passed. Letters were received from David Kiviati, Robert M. Malbon, and Susan W. Trimmingham. Overall, these individuals noted that the new buses were noisier than older buses in the fleet.

District staff conducted noise tests, and alerted the manufacturer of their findings. Staff discovered that the coolant fan was in an “on” mode, at all times, rather than being on only enough to meet cooling requirements. New Flyer, working with the engine manufacturer, Detroit Diesel Corporation, found a missing wire connection that would provide the correct input for the cooling fan. As soon as District staff received the retrofit materials, the new buses were campaigned to correct the coolant fan operation. District staff has completed the campaign, and the fans now operate only enough to meet the engine cooling system requirements. Correcting the fan operation resulted in a noticeable drop in the noise readings, bringing the operation of

these buses to the same noise levels as the CNG buses. Currently, all buses in the fleet are operating at the same relative noise level.

District staff contacted Mr. Kiviat, Mr. Malbon, and Ms. Trimingham, and explained to them the steps that the District was taking to address the problem of noise. Sound tests were conducted, after modifications were made to the new buses. Sound levels were found to be the same as with the older buses operating on those routes.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 12, 2003

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

**SUBJECT: REQUEST FOR SHUTTLE SERVICE FROM RUDOLF F. MONTE
FOUNDATION FOR FIREWORKS FUNDRAISER**

I. RECOMMENDED ACTION

That the Board of Directors consider providing special shuttle service to the 2003 Fireworks Fundraiser as requested by the Rudolph F. Monte Foundation subject to a letter request being made by the County of Santa Cruz or some other governmental entity.

II. SUMMARY OF ISSUES

- As in the past, a request has been received from the Rudolph F. Monte Foundation requesting that the Transit District provide service to their 2003 Firework Fundraiser.
- The Santa Cruz County Regional Transportation Commission is providing a partial grant to the Monte Foundation to pay for the service.
- The Monte Foundation will use their funds to pay for the service up to a total of \$6,300.

III. DISCUSSION

Once again the District has received a request from the Rudolph F. Monte Foundation requesting that the District provide shuttle bus service for their 2003 Firework Fundraiser. The Santa Cruz County Regional Transportation Commission has provided the Monte Foundation with a partial grant of \$3,000. Since this was not enough to fund the service, the grant was made directly to the Monte Foundation and they had intended to seek another source for the shuttle this year. They have decided that they wanted Santa Cruz METRO to provide the service again this year and they will add the remainder of the funds from their operating budget. The cost of the service will not exceed \$6,300.

The difficulty this year is that since the funding is not all grant related, the District is unable to contract directly with a private party, the Monte Foundation. As the Board may remember, the mechanism used in the past for the Capitola Art and Wine Festival is that the request for the service comes through the City of Capitola and the District provides the service and bills the City of Capitola.

The service requested from the Monte Foundation would operate from parking lots and Cabrillo College and shuttle people to the Fireworks. This is operated like any other route, and it is

available to any member of the public. It is recommended that the Board approve this request subject to a letter or request being received from the County of Santa Cruz or some other governmental entity.

IV. FINANCIAL CONSIDERATIONS

Per existing Board Policy, there will be no impact to the District budget.

V. ATTACHMENTS

Attachment A: Letter from Rudolph F. Monte Foundation



RUDOLPH F. MONTE FOUNDATION

Dedicated to the Children of Santa Cruz County

Attachment A

783-39 Rio Del Mar Boulevard

Aptos, California 95003

Phone (831) 685-33 17

Fax (X31) 688-1051

A non-profit 501(c)3 tax exempt organization

Federal I.D. #77-0427532

BOARD OF DIRECTORS:

Marcus F. Monte
President
*Deluxe Foods of Aptos
Aptos*

August 14, 2003

Rudy Monte
Vice President
CEO
*Deluxe Foods of Aptos
Aptos*

Santa Cruz Metropolitan
Leslie R. White
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Dear Mr. White,

Scott Nolan
Treasurer
President
*Landgro Landscaping
Aptos/SanJose*

I am writing to request approximately 10 busses for the 2003 Monte Foundation Fireworks Extravaganza, which will be held on Saturday, October 4, 2003. The busses would follow the same route as last year, (Cabrillo College to Seaciff State Beach, and back). They would operate from 1 :00pm to 11 :00pm.

Mark Holcomb
President
*Holcomb Corporation
La Selva Beach*

We are receiving 3,300.00 in funding from the Santa Cruz County Regional Transportation Commission. The Foundation has a \$3,000.00 transportation budget. Together we have a grand total of \$6,300 for Santa Cruz Metro. I believe the total bill last year was around \$5,500. I have planned for extra hours but I don't believe we will exceed my budget.

Steve John
President
*Ocean Honda Chevrolet
Capitola*

I look forward to working with everyone from Santa Cruz Metro. I appreciate your professional and dependable staff and service.

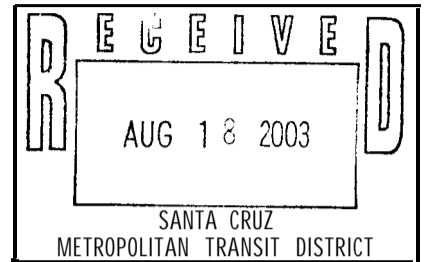
Todd Kinion
President
*Kinion Bros.
Santa Cruz*

If you have any questions. please feel free to contact me at 685-33 17

Sincerely,

Kurt Kniffin
Branch Manager
*Granite Construction
Watsonville*

Kim Gallick
Executive Director



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTICE OF ACTION TAKEN IN CLOSED SESSION
MEMORANDUM

DATE: September 26, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Action Taken In Closed Session Regarding:
Settlement with Deborah A. Lane and Joshua E. Loya on June 27, 2003

Settlement of Lane, et al vs. Santa Cruz METRO, U.S. District Court, Northern District, San Jose Division Case No. C 02 01808 RMW HRL EAI ADR:

On June 27, 2003, in closed session the Board of Directors authorized settlement in the above referenced litigated matter as follows:

1. By July 31, 2003, METRO shall install the Talking Bus technology on every local bus and within 45 days after delivery of the new Highway 17 buses to be delivered in November/December 2003. All METRO buses shall be programmed to call every stop, except for those stops, which are within 600' of the preceding stop or the stop cannot be called because of the limitations of the technology.
2. The term of the agreement is two years, beginning with the programming of the Highway 17 buses.
3. If five complaints are lodged against a specific Bus Operator in a quarter, a monitor is required to ride on the bus of that driver for two routes to monitor the calling of stops.
4. Plaintiff Deborah Lane will receive \$5,000.00. Plaintiff Joshua Loya will receive \$5,000.00.
5. The Plaintiffs' attorneys will receive \$135,000 in attorney fees.
6. METRO received a release from all liability for past violations from Lane and Loya through the execution of the Settlement Agreement.

The following directors authorized the settlement: Directors Ainsworth, Almquist, Beautz, Hinkle, Keogh, Norton, Reilly, Ventura-Phares, Reilly, Rotkin, Spence and Tavantzis. The motion passed unanimously with no one being absent.

Pursuant to this direction, a fully executed release was received from these litigants and a METRO warrant was issued. The Order of Dismissal from the U.S. District Court was signed by U.S. District Judge Whyte on July 22, 2003.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: **CONSIDERATION OF CHANGE ORDER IN CONTRACT 01-11,
PURCHASE OF ELEVEN HIGHWAY 17 BUSES FROM ORION BUS
INDUSTRIES**

I. RECOMMENDED ACTION

Staff recommends that the Board authorize the General Manager to issue a change order that deletes the requirement for the CNG Clamshell cover for the buses and incorporates Orion's letter offer to provide the CNG Clamshell at a cost of \$6,300 plus the Producer Price Index for a five year period, and to also accept a parts credit of \$72,765 as part of the order.

II. SUMMARY OF ISSUES

- On April 12, 2002 the Board awarded a contract to Orion Bus Industries for TEN buses not to exceed \$3,436,037.20.
- On May 17, 2002 the Board approved the adding of one more bus for a total of ELEVEN buses with a contract total not to exceed \$3,778,925.48.
- On February 28, 2002 a change order was approved by the Board REDUCING the unit price per bus by \$565 and adding a remote maintenance controller plug for \$1,161 for a new contract total of \$3,773,467.16 (total contract reduction of \$5,458.32).
- Staff has been working to accelerate the delivery of these buses with Orion.
- Due to a difference in the clamshell (used for the CNG tanks) on the Orion Bus, it is not possible to install them until the bus is retrofitted to accept CNG fuel.
- As a result, Orion is offering a credit of \$6,300 per bus, and a guarantee that the price to Santa Cruz Metro will be tied to \$6,300 plus the Producer Price Index escalation for a five-year period.
- If Santa Cruz METRO takes a parts credit in lieu of the Clamshell installation, the parts credit would be increased by 5%, or \$72,765.
- Santa Cruz METRO has requested that the State approve the acceptance of this credit as a credit for parts purchases in the amount of \$72,765.

III. DISCUSSION

The Board awarded a contract to Orion Bus Industries on April 12, 2003 for ten (10) Highway 17 Express buses. These buses were funded with a 100% state Traffic Congestion Relief Program (TCRP) Grant. The prices were favorable, and the District was able, on May 17, 2003 to amend the contract to add one additional bus by using some local funding, bringing the total number to eleven (11). The total value of this contract was \$3,778,925.48.

On February 28, 2002, the Board of Directors approved a contract change order that reduced the unit price per bus by \$565, and added a maintenance controller plug for \$1,161, revising the contract to total \$3,773,467.16.

As part of the inspection of the Pilot Bus, the "Clamshell" unit that is placed on the roof of the bus was missing. On the recent New Flyer buses, this unit is empty and the CNG tanks are added later when a conversion is done. The District was planning for this same procedure to be used on the Highway 17 Express buses. Unfortunately, the Orion "Clamshell" unit is a complete part that includes the tanks in the assembly. Since the empty "Clamshell" was specified in the Request for Proposal, District Staff felt that a credit should be provided. The price for the "Clamshell" was determined to be \$6,300 per bus. Orion has further agreed to sell these units to Santa Cruz at a price of \$6,300 plus the Producer Price Index (PPI) for a five-year period (Attachment A). This offer from Orion will "lock-in" a price when we need to do our conversion.

The credit for deleting these units would reduce the price of the bus by \$69,300. Since these buses are essentially fully funded from a state TCRP grant, the effect would be to reduce the project cost. These would be the first buses bought from Orion, and as such, the District would be required to stock a parts inventory. These expenses are regular operating costs. Staff was able to negotiate a parts credit of \$72,765 with Orion if we do not reduce the contract. A request was made of the State for permission to do this swap where the State would fund these parts and then in the future, the District would fund the conversions. An approval letter was received and is attached as Attachment B.

Staff is recommending that the Board authorize the General Manager to issue a change order that deletes the requirement for the CNG Clamshell cover for the buses and incorporates Orion's offer to provide the CNG Clamshell at a cost of \$6,300 plus the Producer Price Index for a five year period, and to also accept a parts credit of \$72,765 as part of the order.

IV. FINANCIAL CONSIDERATIONS

This change will not result in a contract amount change, but will provide the Santa Cruz METRO with a parts credit of \$72,765.

V. ATTACHMENTS

Attachment A: June 13, 2003 Letter from J. Paul Royal, Orion Bus Industries

Attachment B: September 9, 2003 Letter from Charles Sanchez, California Department of Transportation



Attachment A

June 13, 2003

Mr. Mark J Dorfman
Assistant General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, California 95060

Dear Mr. Dorfman:

Further to our discussion on June 9th I have reviewed the cost of CNG clamshell for the Orion V and can offer a credit of \$6300 per bus to delete this from your current contract. As I have explained the Orion V clamshell and associated structure is an integrated unit and we can not install it on your bus without installing the tanks concurrently.

Accordingly, we are offering the \$6300 credit per bus for these 11 buses

At the same time this letter will serve as Orion's guarantee that it will sell these components to Santa Cruz at a price of \$6300 plus PPI if exercised within 5 years from date of this letter.

Yours truly,

ORION BUS INDUSTRIES



J. Paul Royal
Executive Vice President

JPR/ok

Orion Bus Industries Ltd
350 Hazelhurst Road
Mississauga, Ontario
L5J 4T8
Tel: (905) 403-1111
Fax: (905) 403-8807

Orion Bus Industries Inc
165 Base Road.
PO Box 748
Oriskany, NY 13121-0748
Tel: (315) 223-5100
Fax: (315) 768-6529

Orion Parts - Canada
350 Hazelhurst Road
Mississauga, Ontario L5J 4T8
Tel: (905) 403-7800
Tel: (800) 688-2971
Fax: (905) 297-5249

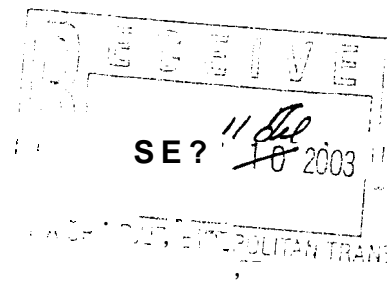
Orion Parts - US
165 Base Road, PO Box 748
Oriskany, NY 13424-0748
Tel: (315) 223-4419
Tel: (800) 786-8099
Fax: (609) 211-3760

A DaimlerChrysler Company

7-17.01

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
TELEPHONE: (805) 549-3111
TDD (805) 549-3259
<http://www.dot.ca.gov/dist05>

Attachment B

September 9, 2003
Leslie R. White, General Manager
Santa Cruz Metropolitan Transit District (SCMTD)
370 Encinal Street, 100
Santa Cruz, CA 95060

Dear: Les:

This letter is in response to your letters dated July 13, 2003 and August 20, 2003 involving the Transportation Congestion Relief Program (TCRP) project #149 for the purchase of low -emission buses for the Highway 17 express service. It is my understanding that SCMTD and Orion Bus Industries entered into a contract in April, 2002 for the manufacture and delivery of buses for the TRCP #149 project. Orion would deliver low emission diesel buses which will be converted to Clean Natural Gas (CNG) fuel at the time of first overall. This will take place 3 or 4 years into the future. Orion Bus Industries informed SCMTD that it could not build the rooftop "clamshell" structure separate from the CNG tanks as specified and offered SCMTD credit for the cost of the "clamshell" structure.

SCMTD would like to use this credit to purchase spare parts for the ORION buses. Since this is the first fleet of Orion buses, SCMTD has no spare parts on hand to service them. Typical equipment that would be purchased for the Orion buses would include filters, hoses, pumps, compressors, etc. SCMTD would then use local funds to purchase the vendor parts for the rooftop CNG tanks and "clamshell" structure when the buses are converted from diesel to CNG.

Caltrans District 05 understands that the project cost and the products will remain the same as specified in the Master Agreement and Program supplement. The Caltrans District 05 is agreeable to your request and approves the use of the parts credit for Orion equipment.

When the time comes for the overhaul of the Orion buses, SCMTD will use local funds to purchase the "clamshell" and tanks for the CNG conversion.

Should you have any questions or need additional information please call Charles Sanchez at (805) 549-33432 (e-mail: charles_sanchez@dot.ca.gov).

Sincerely,


CHARLES SANCHEZ
Office of Regional Planning
CC: R. Chittendon

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Robyn Slater, Interim Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

None

FIFTEEN YEARS

None

TWENTY YEARS

James Lorenzano, Bus Operator

TWENTY-FIVE YEARS

Donna Canales, Customer Service Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR LICENSED
BROKER SERVICES FOR EXCESS WORKER'S COMPENSATION
COVERAGE**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for licensed broker services for excess worker's compensation coverage with Driver Alliant Insurance Services, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- One firm submitted a proposal for the District's review.
- District staff reviewed and evaluated the proposal.
- District staff is recommending that a contract be established with Driver Alliant Insurance Services, Inc. to provide licensed broker services for excess worker's compensation coverage.

III. DISCUSSION

The District currently has an insurance policy for individual workers compensation claims exceeding \$350,000 from General Electric Employers Re-insurance Company (one of the nation's largest insurance underwriters for excess workers compensation insurance). Earlier this year, G.E. announced that they would no longer provide excess workers compensation insurance in the state of California after current policies expire. On August 12, 2003 District Request for Proposal (RFP) No. 03-02 was mailed to several insurance and professional risk management firms and was legally advertised. On September 9, 2003, one proposal was received and opened. District staff has reviewed and evaluated the proposal.

Driver Alliant Insurance Services, Inc. offered pricing options based on different self-insured retention rates and coverage limits from four different insurance underwriters. Workers compensation insurance rates have steadily climbed over the years with rates nearly doubling last year. The pricing options provided by Driver Alliant presents the District with several options to combat increased workers compensation insurance costs. The District proposes to increase the self-insured retention rate to \$500,000. Claims exceeding this amount would be covered by the

insurance policy. In consulting with the District's third party administrator for workers compensation claims (Tristar Insurance Services, Inc.) the District currently has two current claims that approach the \$350,000 liability limit. Increasing the self-insured retention limit to \$500,000 would increase the risk to the District but the probability of a claim reaching this amount is very small.

At the \$500,000 self-insured retention rate, the best option offered to the District was a Joint Powers Agreement (JPA) through the California State Association of Counties (CSAC). This JPA is the largest in the nation. This consortium of California counties, cities, transit agencies, and other state public agencies, pool their funding for excess workers compensation coverage. Excess workers compensation claims are paid out from this funding pool. The JPA also procures an excess workers compensation insurance policy to insure the JPA members from catastrophic loss at much better rates than what the District could expect to purchase on its own. The District can expect to pay into the CSAC pool an estimated annual premium of approximately \$82,600. The rate at which this premium is determined is based on the District's current claim status, claim history, self-insured retention rate, set liability limits, and the annual performance of the JPA. In the past ten years of performance, this JPA has never had an increased assessment. The estimated annual premium of \$82,600 may be slightly reduced or slightly increased (+/- \$100) at the time of inception to the JPA. CSAC agreements are effective on a fiscal year basis. The District would enter into the current CSAC agreement that would that would be effective through June 30, 2004 and renew on July 1. There is an additional Driver Alliant consulting/administration fee of \$10,000.

District staff is recommending that a contract be established with Driver Alliant Insurance Services, Inc. to provide licensed broker services for excess worker's compensation coverage through the CSAC Covered Party Excess Insurance Authority JPA for an annual amount not to exceed \$92,700 including all service fees.

IV. FINANCIAL CONSIDERATIONS

Adequate funds are available in the current year budget for this contract provided that claims are not excessive in which case the District would have to access the Worker's Compensation reserve fund.

V. ATTACHMENTS

- A- Summary of all rates offered by Driver Alliant Insurance Services, Inc.
- B- Contract with Driver Alliant Insurance Services, Inc.

Note: Exhibits and Addendums to the Request for Proposals (RFP) were distributed to the Board only. All exhibits and addendums to the RFP are available for review by the public at the Administration Office of METRO or online at www.scmttd.com

RFP No. 03-02 Excess Workers Compensation Rate Summary							
Driver Alliant Options CARRIER	AM BEST RATING	LIMITS	SELF-INSURED RETENTION	PREMIUM BASIS	INDICATION	ESTIMATED RATE PER \$100	MINIMUM PREMIUM
CSAC-CPEIA - OPTION 1*	NA	\$50,000,000 Coverage A \$10,000,000 Employers Liability	\$350,000.00	\$14,330,113.00	\$118,000.00	\$0.82	NA
CSAC-CPEIA - OPTION 2*	NA	\$50,000,000 Coverage A \$10,000,000 Employers Liability	\$500,000.00	\$14,330,113.00	\$82,600.00	\$0.58	NA
CSAC-CPEIA - OPTION 3*	NA	\$50,000,000 Coverage A \$10,000,000 Employers Liability	\$750,000.00	\$14,330,113.00	\$59,000.00	\$0.41	NA
*CSAC-CPEIA indications do not include the additional Driver-Alliant Servicing fee of \$10,000							
REPUBLIC WESTERN - OPTION 1	A+XII	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$1,000,000.00	\$14,330,113.00	\$149,750.00	\$1.05	\$149,750.00
REPUBLIC WESTERN - OPTION 2	A+XII	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$750,000.00	\$14,330,113.00	\$195,750.00	\$1.3611	\$195,750.00

REPUBLIC WESTERN - OPTION 3	A+XII	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$50,000.00	\$14,330,113.00	\$252,568.00	\$1.7625	\$252,568.00
SAFETY NATIONAL	A VIII	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$1,000,000.00	\$14,330,113.00	\$98,787.00	\$0.69	\$798,878.00
MIDWEST EMPLOYERS	A VI	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$1,000,000.00	\$14,330,113.00	\$310,000.00	?	\$310,000.00
MIDWEST EMPLOYERS	A VI	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$750,000.00	\$14,330,113.00	\$420,000.00	?	\$420,000.00
MIDWEST EMPLOYERS	A VI	\$10,000,000 Coverage A \$1,000,000 Employers Liability	\$1,500,000.00	\$14,330,113.00	\$200,000.00	?	\$200,000.00

**CONTRACT FOR LICENSED BROKER SERVICES FOR
EXCESS WORKERS' COMPENSATION COVERAGE (03-02)**

THIS CONTRACT is made effective on October 24, 2003 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and DRIVER ALLIANT INSURANCE SERVICES, INC. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Licensed Broker Services for Excess Workers' Compensation Coverage

District has the need for Licensed Broker Services for Excess Workers' Compensation Coverage. In order to obtain these services, the District issued a Request for Proposals, dated August 12, 2003, 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 Licensed Broker Services for Excess Workers' Compensation Coverage and whose principal place of business is 2933 Gold Pan Court, Rancho Cordova, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Licensed Broker Services for Excess Workers' Compensation Coverage, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On September 26, 2003, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Licensed Broker Services for Excess Workers' Compensation Coverage 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 August 12, 2003 including Addendum number one dated August 29, 2003.

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

Contractor's Proposal to the District for Licensed Broker Services for Excess Workers' Compensation Coverage signed by Contractor and dated September 5, 2003.

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 August 12, 2003.

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 August 12, 2003.

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 the period commencing October 24, 2003 and ending October 23, 2004.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

Upon approval of the Memorandum of Understanding (MOU) between District and the California Public Entity Insurance Authority (CPEIA) a Joint Powers Authority (JPA) administered by the County Supervisors Association of California Excess Insurance Authority (CSAC EIA) and approval of the Memorandum of Understanding (MOU) between the District and the CPEIA workers' compensation MOU, District shall provide funding of \$82,600, prorated to July 1, 2004, for the District to participate in the CPEIA Excess Workers' Compensation program, effective October 24, 2003. For insurance brokerage and risk management services, the District shall pay Contractor a service fee of \$10,000, for the period of October 24, 2003 through October 23, 2004. This service fee is for services rendered in the procurement of Excess Workers' Compensation coverage and related risk consultation, becoming

effective concurrently with the inception of this contract. Compensation shall be made within forty-five (45) days of District receipt of approval of Contractor's written invoice for said work.

5.02 Invoices

Contractor shall submit an invoice referencing Contract No. 02-11 in the amount of \$86,940 for the deposit premium. If the amount derived from the premium rate of \$0.5634 cents per hundred dollars (\$100) of District's total payroll during the period October 24, 2002 to October 23, 2003 exceeds the deposit premium of \$86,940, the Contractor may invoice for the difference. If the total amount derived from the premium rate's formula with the District's total payroll for the aforementioned period amounts to less than \$86,940, the Contractor shall refund the District the difference between the deposit premium of \$86,940 and the actual premium to be determined. Expenses shall only be billed if allowed under the Contract. 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 hereunder 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

Driver Alliant Insurance Services, Inc.
2933 Gold Pan Court
Rancho Cordova, CA 95670-6159
Attention: Matthew Gowan, Assistant Vice President

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- DRIVER ALLIANT INSURANCE SERVICES, INC.

By _____
Robin Johnson
Vice President, Public Entities

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

RFP NO. 03-02

**Request for Proposals
For Licensed Broker Services for
Excess Workers Compensation Coverage**

**Date Issued: August 12, 2003
Proposal Deadline: 5:00 P.M. PST, September 9, 2003**



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 5 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

PART II
GENERAL INFORMATION FORM

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

LICENSED BROKER SERVICES FOR EXCESS WORKERS COMPENSATION COVERAGE

Legal Name of Firm Date

Firm's Address

Telephone Number FAX Number

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

Name of Principal-in-Charge and Title

Signature of Authorized Principal

Name of Project Manager and Title

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

Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

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

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

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

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS FOR LICENSED BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION COVERAGE

I. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from licensed brokers to provide excess workers' compensation coverage. The District is a public entity whose primary purpose is to provide public transportation.

II. BACKGROUND

1. Administrative Office Location: 370 Encinal Street, Suite 100, Santa Cruz, CA 95060
2. Nature of Business: Public Transportation
3. Federal Employer Identification Number: 94-2376658
4. Locations of operations to be covered: 370 Encinal Street, Suite 100; 920 Pacific Avenue; 1200 River Street; 111 and 120 DuBois; and 138 Golf Club
(All locations in Santa Cruz, CA 95060).
5. Occupational Disease exposures and steps taken to control these exposures: Hazardous materials (passenger vehicle fluids); Departmental safety committees; Injury Prevention Program (IPP); Hepatitis B vaccinations.
6. Substantial or unusual changes in operations that are planned or have taken place in the past five years: None
7. Date qualified as self-insured: 1986
8. Other states or jurisdictions included for self-insurance that would not be covered: None
9. Current Coverage: SIR \$350,000
10. Specific Limit: \$10 million "A"
11. Retention: \$350,000
12. Coverage Desired: Same
13. Employees, payroll, classifications, and Workers' Compensation codes:

W.C. Code	Classification	Number of Employees	Gross Payroll
7382	Bus Operators, Vehicle & Building Maintenance	226	10,125,043
8742	Supervisors and Managers	29	2,563,221
8810	Clerical	33	1,641,849
	TOTAL	288	14,330,113

14. Claims between \$50,000-\$99,000 in the past 5 years: Seventeen (17)
15. Claims in excess of \$100,000 in the past 10 years: Thirty-two (32, one claim since 2002)
16. Employees who are subject to the Longshoremen and Harbor Workers Act: None
17. Volunteer or Donated Labor: Community volunteers train disabled passengers to ride fixed route buses (Volunteer Mobility Trainers)
18. Owned or Leased Vehicles
- a) Owned, leased or charter watercraft: None
- b) Owned, leased or charter aircraft: None
- c) Number of owned or leased passenger cars: 23
- d) Number of owned or leased trucks: 16
- e) Number of owned or leased tractors: 4 (2 forklifts; 2 tractors)
- f) Number of owned commercial vehicles: 114 buses and 12 Paratransit Vans
- g) Number of owned utility trailers: 3
19. Responsible for Workers' Compensation coverage on owner-operators: No
20. State in which commercial vehicles operate: California
21. Types of chemicals, hazardous materials, explosives, explosive material or flammable material transported: Local filling of vehicles with compressed natural gas (CNG)
22. Transportation for employees to and from the workplace: No
23. Claims Handling Services
- a) Name, address and contact of current claims handling service company: Tristar Insurance Services
100 Oceangate #700, Long Beach, CA 90802
Renee McRaven (562) 495-6644
- b) Kind of service by service company: Third Party Administrator
- c) Claims handled to conclusion: Yes
- d) Normal length of service contract: Two-year with three one-year options.
- e) Current contract expiration: October 23, 2003

24. District's loss prevention program and medical facility for treating injuries: Injury Prevention Program/local medical clinics

III. CONTENT OF PROPOSAL

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

1. The premium rate per \$100. (Refer to Part V, Professional Services Contract, Article 5.01 and 5.02 for cost proposal format.)
2. Deposit or minimum premium for one-year period.
3. Reinsurance company to provide excess Workers' Compensation coverage.
4. References.
5. Disadvantaged Business Enterprise (DBE) participation form(s).

IV. PROCESS FOR SUBMITTAL OF PROPOSALS

A. Proposal Requirements

1. Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
2. Conflict of Interest - The offeror shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The offeror shall also list current clients who may have a financial interest in the outcome of the work.
3. Professional Services Contract - Offeror's proposal shall be based on the requirements set forth in the "Professional Services Contract" included in this RFP. The final agreement between the District and Contractor shall be in substantially the same form and content as the "Professional Services Contract" included herein.
4. Signature - The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of the individual(s) with authority to negotiate and contractually bind the company.

B. Proposal Submittal

One original proposal and five copies must be received no later than 5:00 p.m. PST, on September 9, 2003 at the District Purchasing Office, 120 Dubois Street, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

**"Proposal for Licensed Broker Services for Excess Workers' Compensation Coverage
(Proposal Due Date: September 9, 2003)"**

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

C. Modification or Withdrawal of Proposals

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

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

D. Rejection of Proposals

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

E. Evaluation Criteria and Selection of the Successful Offeror

1. Selection of the successful offeror will be based on information provided in response to the RFP and a variety of factors, including costs, evaluation of proposals according to District specified criteria, consideration of any exceptions taken to District's proposed contract terms and conditions, qualifications and experience, information provided by offeror's references for whom work of a similar nature has been done, and Disadvantaged Business Enterprise (DBE) participation.
2. Proposals submitted by each offeror shall be evaluated separately based on how well the proposal meets the District's criteria. Selection will be based on written proposals alone.
3. If a single proposal is received in response to this RFP, the District will be required to perform a detailed cost/price analysis in order to award the contract.
4. The overall evaluation process will be performed by a Evaluation Committee. The evaluation criteria set forth below will be the sole basis for determining the award of any proposal received. Proposal should be specific and complete in every detail. Reference checks may be made of the top rated offeror(s).
5. Proposals will be evaluated according to the following criteria, listed in order of priority, which shall be the sole criteria for determining qualifications for contract award:

Criteria	Points
Cost Proposal	45 points
Qualifications and Experience	40 points
References	15 points
Total Points Possible	100 points

V. PROJECT SCHEDULE

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

Distribution of RFP	August 12, 2003
Proposal Submittal Deadline	September 9, 2003
Board Approval of Award of Contract	September 26, 2003
Coverage Effective Date	November 1, 2003

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. RESERVED

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR LICENSED BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION COVERAGE (03-02)

THIS CONTRACT is made effective on _____, 2003 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 Licensed Broker Services for Excess Workers' Compensation Coverage

District has the need for Licensed Broker Services for Excess Workers' Compensation Coverage. In order to obtain these services, the District issued a Request for Proposals, dated August 12, 2003, 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 Licensed Broker Services for Excess Workers' Compensation Coverage and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Licensed Broker Services for Excess Workers' Compensation Coverage, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Licensed Broker Services for Excess Workers' Compensation Coverage 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 August 12, 2003

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

Contractor's Proposal to the District for Licensed Broker Services for Excess Workers' Compensation Coverage, signed by Contractor and dated September 9, 2003.

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 August 12, 2003.

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 August 12, 2003.

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 one-year period commencing November 1, 2003 and ending October 31, 2004. At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

For the period commencing November 1, 2003 and ending October 31, 2004, the District shall compensate

Contractor a deposit premium of \$_____. The actual premium paid for the period commencing November 1, 2003 and ending October 31, 2004 is based on he premium rate of \$_____ cents per hundred dollars (\$100) of District payroll or the minimum premium amount of \$_____, if the premium rate's relationship to the District's actual total payroll for the period commencing November 1, 2003 and ending October 31, 2004 is less than the minimum premium. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work.

5.02 Invoices

Contractor shall submit an invoice referencing Contract No. 03-02 in the amount of \$_____ for the deposit premium. If the amount derived from the premium rate of _____cents per hundred dollars (\$100) of District's total payroll during the period November 1, 2003 to October 31, 2004 exceeds the minimum premium of \$_____, the Contractor may invoice for the difference. If the total amount derived from the premium rate's formula with the District's total payroll for the aforementioned period amounts to less than \$_____, the Contractor shall refund the District the difference between the deposit premium of \$_____ and the minimum premium of \$_____. Expenses shall only be billed if allowed under the Contract. 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 there from.

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Non-Construction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal which does not include the certificate shall be considered non-responsive.

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

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

In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1D Third Party Contracting Guidelines dated April 15, 1996 and the Santa Cruz Metropolitan Transit District's (SCMTD) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1D, Section 7, paragraph 1., Written Protest Procedures)

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

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

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

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

Should the SCMTD 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 SCMTD shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the SCMTD has issued its final decision.

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

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

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



August 29, 2003

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 03-02
FOR LICENSED BROKER SERVICES FOR
EXCESS WORKERS COMPENSATION COVERAGE

Receipt of this Addendum No. 1 shall be acknowledged in the RFP. 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.

Attached to this Addendum No. 1 are three informational reports provided by the current contractor.

Attachment A – A summary of the indemnity claims for the last ten years.

Attachment B – A summary of the medical only claims for the last ten years.

Attachment C – A loss-run report for the last ten years

Proposal response date remains September 9, 2003, 5:00 p.m. PST.

Lloyd Longnecker
District Buyer

Attachments

Claim Summary

06/01/2003 - 0613012003

SCMTD Summary

Indby FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery	
Fiscal Year (Grdup Prior 10) : Prior to 199311994										
Fiscal Year (Group Prior 10) Total: 430					Indemnity	688.92	2,155,564.72	150,130.72	2,305,695.44	0.00
					Rehab	0.00	765,196.22	(26,504.89)	738,691.33	0.00
					Medical	8854.46	2,046,024.59	473,355.12	2,519,379.71	(71,698.00)
					Legal	(54.67)	466,302.80	370482.68	503,785.48	0.00
					Other	0.00	159,975.68	(11,142.41)	148,833.27	0.00
Fiscal Year (Group Prior IO) Total						4,488.71	5,593,064.01	623,321.22	6,216,385.23	(71,698.00)
Fiscal Year (Group Prior 10) : 199311994										
Fiscal Year (Group Prior 10) Total: 54					Indemnity	1,910.20	444,936.13	310,232.54	755,168.67	0.00
					Rehab	0.00	92,901.98	2,231.17	95,133.15	0.00
					Medical	24.55	308,119.84	160,068.79	468,188.63	0.00
					Legal	(228.26)	53,350.37	30,067.33	83,417.70	0.00
					Other	0.00	25,855.63	4,660.34	30,515.97	0.00
Fiscal Year (Group Prior 10) Total						1,706.47	925,163.95	507,260.17	1,432,424.12	0.00
Fiscal Year (Group Prior 10) : 1994/1995										
Fiscal Year (Group Prior 10) Total: 37					Indemnity	0.00	116,081.96	7,408.20	123,490.16	0.00
					Rehab	0.00	18,740.91	0.00	18,740.91	0.00
					Medical	239.76	122,357.97	48,184.09	170,542.06	0.00
					Legal	0.00	15,775.03	180.24	15,955.27	0.00
					Other	0.00	5,079.16	0.00	5,079.16	0.00
Fiscal Year (Group Prior 10) Total						239.76	278,035.03	55,772.53	333,807.56	0.00
Fiscal Year (Group Prior 10) : 199511996										
Fiscal Year (Group Prior 10) Total: 34					Indemnity	656.00	321,435.93	50,996.57	372,432.50	0.00
					Rehab	8,291.40	45,888.72	(8,261.12)	37,627.60	0.00
					Medical	570.66	285,526.30	82,173.79	367,700.09	0.00
					Legal	(12.00)	23,036.79	2,177.77	25,214.56	0.00
					Other	0.00	2,973.43	996.82	3,970.25	0.00
Fiscal Year (Group Prior 10) Total						9,506.06	678,861.17	128,083.83	806,945.00	0.00
Fiscal Year (Group Prior 10) : 19960997										
Fiscal Year (Group Prior 10) Total: 48					Indemnity	23,990.40	813,283.90	182,288.53	995,572.43	0.00
					Rehab	969.92	25,337.09	9,021.59	34,358.68	0.00
					Medical	5,507.77	511,095.19	388,544.13	899,639.32	(1,743.08)
					Legal	370.88	28,348.02	18,930.04	47,278.06	0.00
					Other	1.25	4,721.01	1,472.03	6,193.04	0.00
Fiscal Year (Group Prior 10) Total						30,920.22	1,382,785.21	600,256.32	1,983,041.53	(1,743.08)

Claim Summary
06/01/2003 - 06/30/2003

SCMTD Summary
Ind by FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	Injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery	
Fiscal Year (Group Prior 10) : 1997/1998										
Fiscal Year (Group Prior 10) Total: 38					Indemnity	0.00	442,259.91	18,026.76	460,286.67	0.00
					Rehab	0.00	15,449.24	15,074.12	30,523.36	0.00
					Medical	142.51	238,166.51	24,569.71	262,736.22	0.00
					Legal	(634.50)	37,569.44	6,660.88	44,230.32	0.00
					Other	0.00	1,573.87	2,229.10	3,802.97	0.00
Fiscal Year (Group Prior 10) Total					j491.99)	735,018.97	66,560.57	801,579.54	0.50	
Fiscal Year (Group Prior 10) : 1998/1999										
Fiscal Year (Group Prior IO) Total: 36					Indemnity	0.00	347,145.33	72,629.39	419,774.72	0.00
					Rehab	0.00	50,528.28	3,328.47	53,856.75	0.00
					Medical	2,589.21	236,495.59	217,735.18	454,230.77	0.00
					Legal	(331.00)	36,918.43	11,639.78	48,558.21	0.00
					Other	0.00	3,149.66	2,186.86	5,336.52	0.00
Fiscal Year (Group Prior IO) Total					2,258.21	674,237.29	307,519.68	981,756.97	0.00	
Fiscal Year (Group Prior 10) : 1999/2000										
Fiscal Year (Group Prior 10) Total: 40					Indemnity	5,222.14	409,107.59	179,891.56	588,999.15	0.00
					Rehab	437.48	29,429.57	17,255.43	46,685.00	0.00
					Medical	10,648.86	327,186.70	166,484.88	493,671.58	0.00
					Legal	(373.00)	46,781.33	19,741.70	66,523.03	0.00
					Other	29.60	11,773.77	4,157.71	15,931.48	0.00
Fiscal Year (Group Prior 10) Total					15,965.08	824,278.96	387,531.28	1,211,810.24	0.00	
Fiscal Year (Group Prior IO) : 2000/2001										
Fiscal Year (Group Prior IO) Total: 40					Indemnity	10,538.80	351,632.53	157,784.33	509,416.86	0.00
					Rehab	2,446.24	25,639.76	38,390.24	64,030.00	0.00
					Medical	16,004.88	258,423.21	229,755.99	488,179.20	0.00
					Legal	47.00	17,698.78	29,419.22	47,118.00	0.00
					Other	0.00	2,623.53	6,972.10	9,595.63	0.00
Fiscal Year (Group Prior 10) Total					29,036.92	656,017.81	462,321.88	1,118,339.69	0.00	
Fiscal Year (Group Prior 10) : 2001/2002										
Fiscal Year (Group Prior 10) Total: 44					Indemnity	7,780.00	267,959.69	125,466.33	393,426.02	0.00
					Rehab	0.00	13,746.50	34,938.50	48,685.00	0.00
					Medical	9,885.80	264,100.44	260,221.30	524,321.74	0.00
					Legal	0.00	0.00	12,039.00	12,039.00	0.00
					Other	1,991.80	4,711.95	7,655.83	12,367.78	0.00
Fiscal Year (Group Prior 10) Total					19,657.60	550,518.58	440,320.96	990,839.54	0.00	

Claim Summary

06/01/2003 - 06/30/2003

SCMTD Summary

Ind by FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	Injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery	
Fiscal Year (Group Prior IO) : 200212003										
Fiscal Year (Group Prior 10) Total: 46					Indemnity	10,519.89	75,613.03	85,671.68	161,284.71	0.00
					Rehab	0.00	0.00	0.00	0.00	0.00
					Medical	4,305.42	46,289.30	121,743.21	168,032.51	0.00
					Legal	0.00	0.00	5,800.00	5,800.00	0.00
					Other	295.95	3,776.89	10,420.53	14,196.92	0.00
Fiscal Year (Group Prior 10) Total						15,121.26	125,678.72	223,635.42	349,314.14	0.00
Grand Total: 847					Indemnity	61,306.35	5,745,020.72	1,340,526.61	7,085,547.33	0.00
					Rehab	12,145.04	1,082,858.27	85,473.51	1,168,331.78	0.00
					Medical	53,773.88	4,643,785.64	2,172,836.19	6,816,621.83	(73,441.08)
					Legal	(1,215.57)	725,780.99	174,138.64	899,919.63	0.00
					Other	2,398.60	226,214.08	29,608.91	255,822.99	0.00
Grand Total						128,408.30	12,423,659.70	3,802,583.86	16,226,243.56	(73,441.08)

Claim Summary
 06/01/2003 - 06/30/2003

SCMTD Summary

Med Only by FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	Injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery
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Fiscal Year (Group Prior 10) : Prior to 1993/1994

Fiscal Year (Group Prior 10) Total: 506

Indemnity Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	148,751.10	0.00	148,935.39	0.00	148,935.39	0.00	148,935.39	(441.07)
Legal	0.00	9,193.77	0.00	9,193.77	0.00	9,193.77	0.00	9,193.77	0.00
Other	0.00	12,366.74	0.00	12,366.74	0.00	12,366.74	0.00	12,366.74	0.00

Fiscal Year (Group Prior 10) Total 0.00 170,311.61 184.29 170,495.90 (441.07)

Fiscal Year (Group Prior IO) : 1993/1994

Fiscal Year (Group Prior 10) Total: 36

Indemnity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	13,824.69	0.00	13,824.69	0.00	13,824.69	0.00	13,824.69	0.00
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	177.41	0.00	177.41	0.00	177.41	0.00	177.41	0.00

Fiscal Year (Group Prior 10) Total 0.00 14,002.10 0.00 14,002.10 0.00

Fiscal Year (Group Prior 10) : 1994/1995

Fiscal Year (Group Prior 10) Total: 37

Indemnity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	15,723.56	0.00	15,723.56	0.00	15,723.56	0.00	15,723.56	0.00
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	947.37	0.00	947.37	0.00	947.37	0.00	947.37	0.00

Fiscal Year (Group Prior IO) Total 0.00 16,670.93 0.00 16,670.93 0.00

Fiscal Year (Group Prior 10) : 1995/1996

Fiscal Year (Group Prior IO) Total: 35

Indemnity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	11,126.25	0.00	11,126.25	0.00	11,126.25	0.00	11,126.25	0.00
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	743.90	0.00	743.90	0.00	743.90	0.00	743.90	0.00

Fiscal Year (Group Prior 10) Total 0.00 11,870.15 0.00 11,870.15 0.00

Fiscal Year (Group Prior 10) : 1996/1997

Fiscal Year (Group Prior 10) Total: 26

Indemnity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medical	0.00	8,313.66	0.00	8,313.66	0.00	8,313.66	0.00	8,313.66	0.00
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Fiscal Year (Group Prior 10) Total 0.00 8,313.66 0.00 8,313.66 0.00

Claim Summary
06/01/2003 - 0613012003

SCMTD Summary

Med Only by FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	Injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery	
Fiscal Year (Group Prior 10) : 1997/1998										
Fiscal Year (Group Prior 10) Total: 31										
					Indemnity	0.00	0.00	0.00	0.00	
					Rehab	0.00	0.00	0.00	0.00	
					Medical	0.00	11,322.17	0.00	11,322.17	
					Legal	0.00	9.00	0.00	0.00	
					Other	0.00	0.00	0.00	0.00	
					Fiscal Year (Group Prior 10) Total	0.00	11,322.17	0.00	11,322.17	0.00
Fiscal Year (Group Prior 10) : 1998/1999										
Fiscal Year (Group Prior 10) Total: 24										
					Indemnity	0.00	0.00	0.00	0.00	
					Rehab	0.00	0.00	0.00	0.00	
					Medical	0.00	8,515.79	0.00	8,515.79	
					Legal	0.00	0.00	0.00	0.00	
					Other	0.00	5.00	0.00	5.00	
					Fiscal Year (Group Prior 10) Total	0.00	8,520.79	0.00	8,520.79	0.00
Fiscal Year (Group Prior 10) : 1999/2000										
Fiscal Year (Group Prior 10) Total: 31										
					Indemnity	0.00	0.00	0.00	0.00	
					Rehab	0.00	0.00	0.00	0.00	
					Medical	0.00	6,076.82	0.00	6,076.82	
					Legal	0.00	0.00	0.00	0.00	
					Other	0.00	7.20	0.00	7.20	
					Fiscal Year (Group Prior 10) Total	0.00	6,084.02	0.00	6,084.02	(157.08)
Fiscal Year (Group Prior 10) : 2000/2001										
Fiscal Year (Group Prior 10) Total: 30										
					Indemnity	0.00	0.00	0.00	0.00	
					Rehab	0.00	0.00	0.00	0.00	
					Medical	355.40	19,606.41	382.13	19,988.54	
					Legal	0.00	0.00	9.00	9.00	
					Other	0.00	79.50	0.00	79.50	
					Fiscal Year (Group Prior 10) Total	355.40	19,685.91	391.13	20,077.04	0.00
Fiscal Year (Group Prior 10) : 2001/2002										
Fiscal Year (Group Prior 10) Total: 41										
					Indemnity	0.00	0.00	0.00	0.00	
					Rehab	0.00	0.00	0.00	0.00	
					Medical	549.12	19,266.33	803.88	20,070.21	
					Legal	0.00	0.00	18.00	18.00	
					Other	0.00	112.90	9.60	122.50	
					Fiscal Year (Group Prior 10) Total	549.12	19,379.23	831.48	20,210.71	0.00

Claim Summary

06/01/2003 - 06/30/2003

SCMTD Summary

Med Only by FY

Claim Number/ Claim Type	Claimant Name/ Claimant Status	injury Date/ Closed Date	Litigated/ Examiner	Denied/ Adj. Loc. Recd.	Paid this Period	Paid	Outstanding	Incurred	Recovery
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Fiscal Year (Group Prior 10) : 200212003

Fiscal Year (Group Prior 10) Total: 41		Indemnity	0.00	0.00	0.00	0.00	0.00	0.00
	Rehab	1,850.19	21,680.12	13,021.90	34,702.02			0.00
	Medical	0.00	-0.00	8.00	8.00			0.00
	Legal	0.00	13.90	42.60	56.40			0.00
	Other							
Fiscal Year (Group Prior 10) Total		1,850.19	21,693.92	13,072.50	34,766.42			0.00
Grand Total: 838		indemnity	0.00	0.00	0.00	0.00	0.00	0.00
	Rehab	0.00	0.00	0.00	0.00			0.00
	Medical	2,754.71	284,206.90	14,392.20	298,599.10			(598.15)
	Legal	0.00	9,193.77	35.00	9,228.77			0.00
	Other	0.00	14,453.82	52.20	14,506.02			0.00
Grand Total		2,754.71	307,854.49	14,479.40	322,333.89			(598.15)

claim number	examiner code	incident_date	claimant_name	policy_number	insure r_name	org1 code
83242052	TCONFETTI	5/27/1993 9:00	HOLODNICK, JAMES	No Policy Number for	Z METF	410
83242020	TCONFETTI	2/28/1993 9:05	TOWE, JANIE	No Policy Number for	Z METF	330
8017299	TCONFETTI	7/16/1992 0:00	SVEREIKA, JUDITH	No Policy Number for	Z METF	330
7016314	TCONFETTI	7/15/1992 0:00	POLHAMIOUS, BARBARA	No Policy Number for	Z METF	330
11019222	TCONFETTI	11/13/1992 0:00	SWART, RANDY	No Policy Number for	Z METF	410
8017300	TCONFETTI	8/18/1992 5:00	ROWE, EDMOND	No Policy Number for	Z METF	320
83242072	TCONFETTI	8/8/1993 20:05	HART, JUSTIN	No Policy Number for	Z METF	330
83242085	TCONFETTI	9/23/1993 0:00	GLASS, SHERILYN	No Policy Number for	Z METF	330
83242089	TCONFETTI	9/28/1993 16:00	TAKEHANA, SCOTT	No Policy Number for	Z METF	330
13242001	TCONFETTI	10/18/1993 0:00	BAILEY, NEIL	No Policy Number for	Z METF	220
84242018	TCONFETTI	4/8/1994 11:00	TOWNSEL, FRANK	No Policy Number for	Z METF	330
84242016	TCONFETTI	4/5/1994 22:00	CASTRO, RICHARD	No Policy Number for	Z METF	410
84242056	TCONFETTI	10/3/1994 6:05	BRADFORD, THOMAS	No Policy Number for	Z METF	320
84242065	TCONFETTI	11/15/1994 0:00	VONWAL, YVETTE	No Policy Number for	Z METF	330
16242024	TCONFETTI	4/8/1996 15:00	PARHAM, WALLACE	No Policy Number for	Z METF	330
15242012	TCONFETTI	10/22/1995 0:00	SHIKORA, MICHAEL	No Policy Number for	Z METF	330
16242011	TCONFETTI	1/29/1996 22:00	CASTRO, RICHARD	No Policy Number for	Z METF	410
16242038	TCONFETTI	6/12/1996 0:00	GARBEZ, LINDA	No Policy Number for	Z METF	140
17242011	TCONFETTI	1/7/1997 21:00	JENSON, MERAL	No Policy Number for	Z METF	410
17242046	TCONFETTI	6/1/1997 16:00	PETERS-PINTER, TERRIE	No Policy Number for	Z METF	330
17242041	TCONFETTI	4/28/1997 0:00	NELSON, EDWARD	No Policy Number for	Z METF	320
17242025	TCONFETTI	2/24/1997 20:00	HARRELL, LAURA	No Policy Number for	Z METF	330
17242002	TCONFETTI	12/23/1996 8:00	SCILLA, JOSEPH	No Policy Number for	Z METF	410
17242044	TCONFETTI	5/27/1997 7:05	DELPO, ROBERT	No Policy Number for	Z METF	330
16242059	TCONFETTI	10/8/1996 0:00	TAKEHANA, SCOTT	No Policy Number for	Z METF	330
17242039	TCONFETTI	5/7/1997 14:00	GABRIELE, GABE	No Policy Number for	Z METF	330
17242016	TCONFETTI	1/22/1997 20:05	CHATMAN, SORETTA	No Policy Number for	Z METF	330
17242009	TCONFETTI	1/14/1997 0:00	BRIERLY, GARY	No Policy Number for	Z METF	330
16242054	TCONFETTI	9/18/1996 14:00	GROBMAN, BRUCE	No Policy Number for	Z METF	330
16242047	TCONFETTI	8/15/1996 0:00	FRANEY, PATRICK	No Policy Number for	Z METF	330
16242051	TCONFETTI	9/1/1996 17:00	ADAMS, ELLEN	No Policy Number for	Z METF	330
17242036	TCONFETTI	5/1/1997 0:00	HOLODNICK, JAMES	No Policy Number for	Z METF	410
16242040	TCONFETTI	7/1/1996 13:08	STEBER, MICHAEL	No Policy Number for	Z METF	330
17242051	TCONFETTI	6/26/1997 0:00	ROSE, CARRIE	No Policy Number for	Z METF	140
17242080	TCONFETTI	11/17/1997 17:05	JONES, CHRISTINE	No Policy Number for	Z METF	330
18242007	TCONFETTI	1/15/1998 19:00	HOLODNICK, JAMES	No Policy Number for	Z METF	410
17242059	TCONFETTI	8/14/1997 11:00	ORTEGA, MANUELA	No Policy Number for	Z METF	330
17242073	TCONFETTI	11/3/1997 16:00	ARCHIBEQUE, ELEANORE	No Policy Number for	Z METF	330
18242010	TCONFETTI	10/31/1997 12:00	BUTCHER, ISABELLE	No Policy Number for	Z METF	330
18242009	TCONFETTI	7/21/1997 20:05	GOUVEIA, ROBERT	No Policy Number for	Z METF	320

17242078	TCONFETTI	11/10/1997 0:00	HINDIN, LENORE	No Policy Number for	Z METF	330
17242064	TCONFETTI	9/9/1997 12:00	CONTRERAS, HARVEY	No Policy Number for	Z METF	330
18242040	TCONFETTI	7/17/1998 3:00	CRAIG, CRAIG	No Policy Number for	Z METF	410
18242050	TCONFETTI	9/13/1998 15:00	ANN, DORICE	No Policy Number for	Z METF	330
18242042	TCONFETTI	8/26/1998 12:05	BATES, ADELA	No Policy Number for	Z METF	130
19242024	TCONFETTI	5/27/1999 0:00	CHAVEZ, GUILLERMO	No Policy Number for	Z METF	130
18242065	TCONFETTI	10/23/1998 0:00	LEE, HENRY	No Policy Number for	Z METF	410
19242001	TCONFETTI	1/8/1999 6:00	DRAKE, JUDITH	No Policy Number for	Z METF	330
19242055	TCONFETTI	11/9/1999 14:00	BAILEY, NEIL	No Policy Number for	Z METF	220
19242052	TCONFETTI	10/11/1999 0:00	BARRAGAN, ALBERTO	No Policy Number for	Z METF	330
12420042	TCONFETTI	5/18/2000 0:00	NORTHON, JEFFREY	No Policy Number for	Z METF	330
12420023	TCONFETTI	3/16/2000 0:00	MILLER, MICHAEL	No Policy Number for	Z METF	330
19242044	TCONFETTI	9/22/1999 11:00	WILLIAMS, CHRISTOPHER	No Policy Number for	Z METF	330
12420029	TCONFETTI	4/14/2000 0:00	PEREZ, JOHN	No Policy Number for	Z METF	320
19242059	TCONFETTI	12/18/1999 0:00	TOLINE, DON	No Policy Number for	Z METF	410
19242037	TCONFETTI	8/14/1999 13:05	MCCLURE, SONJA	No Policy Number for	Z METF	330
19242039	TCONFETTI	8/17/1999 10:00	HINDIN, LENORE	No Policy Number for	Z METF	330
19242033	TCONFETTI	7/16/1999 8:05	GONZALES, LISA	No Policy Number for	Z METF	140
12421051	TCONFETTI	6/26/2001 12:03	VERCAUTEREN, LISA	No Policy Number for	Z METF	330
12420072	TCONFETTI	10/16/2000 0:00	BRONDSTATTER, WALLACE	No Policy Number for	Z METF	330
12420061	TCONFETTI	7/28/2000 0:00	TARSKY, LINDA	No Policy Number for	Z METF	330
12421019	TCONFETTI	3/22/2001 20:00	JEMISON, MAURICE	No Policy Number for	Z METF	330
12421044	TCONFETTI	6/23/2001 7:03	MOORE, CAROL	No Policy Number for	Z METF	330
12421036	TCONFETTI	5/13/2001 7:00	BAILEY, NEIL	No Policy Number for	Z METF	220
12421037	TCONFETTI	6/4/2001 13:05	BATES, ADELA	No Policy Number for	Z METF	130
12421046	TCONFETTI	6/24/2001 15:05	GENTRY, RITA	No Policy Number for	Z METF	330
12422006	TCONFETTI	9/21/2001 0:00	KOHAMA, MARY	No Policy Number for	Z METF	330
12421069	TCONFETTI	9/7/2001 6:00	CUMMINGS, CYNTHIA	No Policy Number for	Z METF	330
12422003	TCONFETTI	12/31/2001 0:00	HARRELL, LAURA	No Policy Number for	Z METF	330
12421074	TCONFETTI	10/10/2001 18:04	GORINO, TERRI	No Policy Number for	Z METF	330
12422016	TCONFETTI	3/14/2002 10:00	CARTER, RHONDA	No Policy Number for	Z METF	330
12422049	TCONFETTI	5/15/2002 0:00	DAVIDSON, STEVEN	No Policy Number for	Z METF	330

org1_desc	payment amount1	reserve amount1	payment no reserve1	payment amount2	reserve amount2	payment amount3	reserve amount3
FLEET MAINTENANCE	\$ 11,461.00	\$ 19,016.00	0	\$ -	\$ -	\$ 17,282.31	\$ 42,983.00
BUS OPERATORS	\$ 113,142.30	\$ 173,590.00	0	\$ 33,125.18	\$ 34,000.00	\$ 42,002.30	\$ 84,884.00
BUS OPERATORS	\$ 12,019.28	\$ 12,019.28	0	\$ 32,341.58	\$ 32,341.58	\$ 3,465.04	\$ 3,465.04
BUS OPERATORS	\$ 26,528.00	\$ 26,528.00	0	\$ 24,308.57	\$ 24,308.57	\$ 17,524.22	\$ 17,524.22
FLEET MAINTENANCE	\$ 50,958.80	\$ 53,396.00	0	\$ 2,437.18	\$ -	\$115,471.32	\$183,168.00
OPERATIONS ADMINISTRATION	\$ 28,301.60	\$ 28,301.60	0	\$ 4,596.19	\$ 4,596.19	\$ 25,762.40	\$ 25,762.40
BUS OPERATORS	\$ 64,050.00	\$ 64,050.00	0	\$ 447.11	\$ 447.11	\$ 49,022.40	\$ 49,022.40
BUS OPERATORS	\$ 42,444.00	\$ 42,444.00	0	\$54,011.94	\$ 54,011.94	\$ 20,326.71	\$ 20,326.71
BUS OPERATORS	\$ 13,478.30	\$ 21,578.00	0	\$ 8,099.48	\$ 10,000.00	\$ 9,755.78	\$ 10,256.00
FACILITIES MAINTENANCE	\$ 26,778.00	\$ 26,778.00	0	\$ 1,674.10	\$ 1,674.10	\$ 18,707.13	\$ 18,804.15
BUS OPERATORS	\$ 179,972.93	\$ 464,823.00	0	\$28,669.35	\$ 29,000.00	\$ 94,819.59	\$231,414.00
FLEET MAINTENANCE	\$ 60,400.23	\$ 77,683.00	0	\$ -	\$ -	\$ 19,665.40	\$ 42,542.00
OPERATIONS ADMINISTRATION	\$ 14,113.00	\$ 14,113.00	0	\$ -	\$ -	\$ 64,356.02	\$ 87,590.00
BUS OPERATORS	\$ 46,428.00	\$ 46,428.00	0	\$17,071.15	\$ 17,071.15	\$ 12,155.14	\$ 12,155.14
BUS OPERATORS	\$ 43,424.00	\$ 43,424.00	0	\$17,627.60	\$ 17,627.60	\$ 8,697.10	\$ 8,697.10
BUS OPERATORS	\$ 37,970.87	\$ 55,474.00	0	\$12,502.92	\$ -	\$ 38,904.45	\$ 56,766.00
FLEET MAINTENANCE	\$ 76,548.16	\$ 105,387.00	0	\$15,758.20	\$ 20,000.00	\$116,400.48	\$130,615.00
HUMAN RESOURCES DEPARTMENT	\$ 56,974.90	\$ 58,233.00	0	\$ -	\$ -	\$ 12,455.94	\$ 48,712.00
FLEET MAINTENANCE	\$ 35,560.00	\$ 36,610.00	0	\$ -	\$ -	\$ 11,710.74	\$ 33,600.00
BUS OPERATORS	\$ 133,902.90	\$ 187,664.00	0	\$ 175.46	\$ 250.00	\$ 44,534.27	\$118,476.00
OPERATIONS ADMINISTRATION	\$ 36,750.00	\$ 36,750.00	0	\$ -	\$ -	\$ 10,965.41	\$ 47,477.00
BUS OPERATORS	\$ 23,121.80	\$ 27,800.00	0	\$ -	\$ -	\$ 38,857.26	\$ 55,244.00
FLEET MAINTENANCE	\$ 26,447.50	\$ 31,448.00	0	\$ -	\$ -	\$ 9,245.03	\$ 28,136.00
BUS OPERATORS	\$ 29,327.18	\$ 30,292.00	0	\$ -	\$ -	\$ 16,255.24	\$ 38,550.00
BUS OPERATORS	\$ 54,017.24	\$ 60,406.00	0	\$ -	\$ -	\$ 56,451.32	\$ 86,763.00
BUS OPERATORS	\$ 24,417.82	\$ 29,958.00	0	\$ -	\$ -	\$ 22,015.49	\$ 31,545.00
BUS OPERATORS	\$ 39,096.41	\$ 51,419.00	0	\$ -	\$ -	\$ 76,631.01	\$ 93,054.00
BUS OPERATORS	\$ 89,300.35	\$ 89,300.35	0	\$ 968.00	\$ 968.00	\$ 17,273.54	\$ 17,273.54
BUS OPERATORS	\$ 17,807.50	\$ 20,147.00	0	\$ -	\$ -	\$ 21,372.21	\$ 30,727.00
BUS OPERATORS	\$ 60,825.28	\$ 60,825.28	0	\$ 91.00	\$ 91.00	\$ 5,557.28	\$ 5,557.28
BUS OPERATORS	\$ 84,946.79	\$ 138,533.00	0	\$16,737.75	\$ 17,000.00	\$ 28,829.35	\$ 85,144.00
FLEET MAINTENANCE	\$ 33,386.86	\$ 47,087.00	0	\$ 130.00	\$ -	\$ 13,076.88	\$ 39,400.00
BUS OPERATORS	\$ 30,701.12	\$ 31,273.00	0	\$ 383.00	\$ -	\$ 21,318.22	\$ 39,128.00
HUMAN RESOURCES DEPARTMENT	\$ 23,313.35	\$ 45,173.00	0	\$ 6,802.20	\$ 16,000.00	\$ 34,787.77	\$ 62,688.00
BUS OPERATORS	\$ 85,100.25	\$ 85,100.25	0	\$ -	\$ -	\$ 43,906.91	\$ 43,906.91
FLEET MAINTENANCE	\$ 40,952.19	\$ 40,952.19	0	\$ -	\$ -	\$ 6,936.65	\$ 6,936.65
BUS OPERATORS	\$ 36,451.33	\$ 36,451.33	0	\$ -	\$ -	\$ 17,939.00	\$ 17,939.00
BUS OPERATORS	\$ 44,484.27	\$ 44,484.27	0	\$14,273.36	\$ 14,273.36	\$ 16,606.19	\$ 16,606.19
BUS OPERATORS	\$ 49,000.00	\$ 49,000.00	0	\$ -	\$ -	\$ 776.05	\$ 776.05
OPERATIONS ADMINISTRATION	\$ 26,850.00	\$ 31,090.00	0	\$ -	\$ -	\$ 19,426.29	\$ 22,622.00

BUS OPERATORS	\$ 61,444.02	\$ 75,230.00	0	\$ 925.88	\$ 16,000.00	\$ 55,585.85	\$ 58,489.00
BUS OPERATORS	\$ 19,353.90	\$ 19,353.90	0	\$ 250.00	\$ 250.00	\$ 39,019.09	\$ 49,008.61
FLEET MAINTENANCE	\$ 10,524.31	\$ 15,525.00	0	\$ -	\$ -	\$ 23,752.05	\$107,508.00
BUS OPERATORS	\$ 31,517.74	\$ 33,018.00	0	\$ -	\$ -	\$ 21,528.00	\$ 65,266.00
PLANNING & MARKETING	\$ 35,210.06	\$ 56,130.00	0	\$ -	\$ -	\$ 50,797.24	\$ 66,650.00
PLANNING & MARKETING	\$ 36,404.15	\$ 66,018.00	0	\$21,613.03	\$ 25,000.00	\$ 20,061.14	\$ 44,977.00
FLEET MAINTENANCE	\$ 28,700.00	\$ 30,054.00	0	\$ 58.50	\$ -	\$ 12,133.64	\$ 26,902.00
BUS OPERATORS	\$ 50,516.42	\$ 50,516.42	0	\$11,384.93	\$ 11,384.93	\$ 11,534.68	\$ 11,534.68
FACILITIES MAINTENANCE	\$ 11,337.33	\$ 39,514.00	0	\$ -	\$ -	\$ 2,732.06	\$ 11,500.00
BUS OPERATORS	\$ 25,500.12	\$ 31,180.00	0	\$ -	\$ -	\$ 16,825.53	\$ 23,133.00
BUS OPERATORS	\$ 22,974.29	\$ 38,200.00	0	\$ -	\$ -	\$ 14,726.34	\$ 35,229.00
BUS OPERATORS	\$ 10,920.48	\$ 16,941.00	0	\$ -	\$ -	\$ 53,017.02	\$ 59,489.00
BUS OPERATORS	\$ 42,335.07	\$ 73,616.00	0	\$14,853.88	\$ 15,000.00	\$ 4,735.48	\$ 29,955.00
OPERATIONS ADMINISTRATION	\$ 11,019.33	\$ 44,190.00	0	\$ -	\$ 16,000.00	\$ 19,492.04	\$ 26,465.00
FLEET MAINTENANCE	\$ 51,907.16	\$ 57,060.00	0	\$ 150.00	\$ -	\$ 14,819.66	\$ 29,266.00
BUS OPERATORS	\$ 39,577.34	\$ 61,932.00	0	\$14,240.69	\$ 15,500.00	\$ 63,123.09	\$ 66,826.00
BUS OPERATORS	\$ 52,985.94	\$ 74,439.00	0	\$ -	\$ -	\$ 55,578.76	\$104,321.00
HUMAN RESOURCES DEPARTMENT	\$ 50,917.62	\$ 50,917.62	0	\$ -	\$ -	\$ 14,701.94	\$ 14,701.99
BUS OPERATORS	\$ 31,998.62	\$ 37,860.00	0	\$ -	\$ -	\$ 17,653.14	\$ 25,322.00
BUS OPERATORS	\$ 10,430.57	\$ 14,340.00	0	\$ -	\$ -	\$ 29,380.15	\$ 36,807.00
BUS OPERATORS	\$ 76,551.43	\$ 108,286.00	0	\$ -	\$ 16,000.00	\$ 13,900.17	\$ 36,952.00
BUS OPERATORS	\$ 20,240.00	\$ 41,080.00	0	\$ 7,868.53	\$ 16,000.00	\$ 2,079.97	\$ 15,855.00
BUS OPERATORS	\$ 30,450.00	\$ 41,845.00	0	\$ -	\$ -	\$ 35,157.27	\$ 45,027.00
FACILITIES MAINTENANCE	\$ 29,608.51	\$ 57,656.00	0	\$12,950.13	\$ 16,000.00	\$ 18,934.33	\$ 23,953.00
PLANNING & MARKETING	\$ 36,132.47	\$ 50,202.00	0	\$ 4,791.10	\$ 16,000.00	\$ 22,407.53	\$ 86,536.00
BUS OPERATORS	\$ 20,629.10	\$ 45,837.00	0	\$ -	\$ -	\$ 21,405.30	\$ 84,188.00
BUS OPERATORS	\$ 17,263.66	\$ 32,691.00	0	\$13,376.50	\$ 16,000.00	\$ 2,450.64	\$ 13,060.00
BUS OPERATORS	\$ 37,940.00	\$ 48,995.00	0	\$ 185.00	\$ 685.00	\$ 36,162.14	\$ 78,072.00
BUS OPERATORS	\$ 10,210.00	\$ 36,680.00	0	\$ -	\$ -	\$ 10,477.38	\$ 48,376.00
BUS OPERATORS	\$ 38,920.00	\$ 67,843.00	0	\$ 185.00	\$ 16,000.00	\$ 94,964.93	\$119,364.00
BUS OPERATORS	\$ 3,220.00	\$ 7,611.00	0	\$ -	\$ -	\$ 12,524.71	\$ 75,989.00
BUS OPERATORS	\$ 28,640.00	\$ 50,720.00	0	\$ -	\$ 16,000.00	\$ 24,460.26	\$ 88,633.00

payment amount4	reserve amount4	payment amount5	reserve amount5	payment no reserve3	payment no reserve4	payment no reserve5
\$ 1,152.95	\$ 5,739.00	\$ 4,529.59	\$ -	0	0	0
\$ 22,297.93	\$ 33,109.00	\$ 10,811.07	\$ 11,000.00	0	0	0
\$ 5,953.83	\$ 5,953.83	\$ 1,449.25	\$ 1,449.25	0	0	0
\$ 1,537.50	\$ 1,537.50	\$ -	\$ -	0	0	0
\$ 412.25	\$ 1,219.00	\$ 806.00	\$ -	0	0	0
\$ 4,102.05	\$ 4,102.05	\$ 2,648.20	\$ 2,648.20	0	0	0
\$ 3,919.97	\$ 3,919.97	\$ 1,750.68	\$ 1,750.68	0	0	0
\$ 9,389.48	\$ 9,389.48	\$ 70.53	\$ 70.53	0	0	0
\$ 2,802.57	\$ 6,121.00	\$ 3,317.50	\$ 3,500.00	0	0	0
\$ 2,634.28	\$ 2,634.28	\$ 2,436.75	\$ 2,436.75	0	0	0
\$ 30,860.44	\$ 53,956.00	\$ 8,781.16	\$ 12,000.00	0	0	0
\$ 2,587.66	\$ 6,241.00	\$ 2,241.00	\$ 3,500.00	0	0	0
\$ 75.00	\$ 75.00	\$ -	\$ -	0	0	0
\$ 5,993.67	\$ 5,993.67	\$ 582.61	\$ 582.61	0	0	0
\$ 4,458.06	\$ 4,458.06	\$ 248.52	\$ 248.52	0	0	0
\$ 3,308.01	\$ 3,309.00	\$ -	\$ -	0	0	0
\$ 811.90	\$ 812.00	\$ -	\$ -	0	0	0
\$ 6,481.48	\$ 7,157.00	\$ 503.18	\$ 1,500.00	0	0	0
\$ 1,373.25	\$ 1,374.00	\$ -	\$ -	0	0	0
\$ 7,569.04	\$ 14,112.00	\$ -	\$ -	0	0	0
\$ 75.00	\$ 1,075.00	\$ -	\$ -	0	0	0
\$ 75.00	\$ 1,575.00	\$ -	\$ -	0	0	0
\$ 986.75	\$ 2,642.00	\$ 103.94	\$ -	0	0	0
\$ 445.88	\$ 575.00	\$ -	\$ -	0	0	0
\$ 1,633.00	\$ 5,000.00	\$ -	\$ -	0	0	0
\$ -	\$ -	\$ 262.44	\$ 500.00	0	0	0
\$ 1,909.30	\$ 4,000.00	\$ -	\$ -	0	0	0
\$ -	\$ -	\$ -	\$ -	0	0	0
\$ -	\$ -	\$ -	\$ -	0	0	0
\$ 1,657.25	\$ 1,657.25	\$ 5.54	\$ 5.54	0	0	0
\$ -	\$ -	\$ 1,280.80	\$ 1,500.00	0	0	0
\$ -	\$ 1,000.00	\$ -	\$ -	0	0	0
\$ -	\$ -	\$ -	\$ -	0	0	0
\$ 7,830.74	\$ 9,475.00	\$ 387.60	\$ 1,500.00	0	0	0
\$ 16,656.80	\$ 16,656.80	\$ 729.25	\$ 729.25	0	0	0
\$ 5,650.07	\$ 5,650.07	\$ 240.53	\$ 240.53	0	0	0
\$ 666.59	\$ 666.59	\$ 2.98	\$ 2.98	0	0	0
\$ 1,116.50	\$ 1,116.50	\$ -	\$ -	0	0	0
\$ 732.75	\$ 732.75	\$ 5.96	\$ 5.96	0	0	0
\$ 4,302.62	\$ 6,250.00	\$ -	\$ -	0	0	0

\$ 2,536.50	\$ 7,250.00	\$ 270.90	\$ 2,500.00	0	0	0
\$ 691.70	\$ 691.70	\$ -	\$ -	0	0	0
\$ -	\$ -	\$ -	\$ -	0	0	0
\$ 873.60	\$ 3,100.00	\$ -	\$ -	0	0	0
\$ 3,503.77	\$ 8,000.00	\$ 653.10	\$ 2,200.00	0	0	0
\$ 22,226.35	\$ 24,994.00	\$ 721.13	\$ 1,000.00	0	0	0
\$ -	\$ 1,000.00	\$ -	\$ -	0	0	0
\$ 1,399.70	\$ 1,399.70	\$ 49.19	\$ 49.19	0	0	0
\$ 716.25	\$ 5,005.00	\$ 5.00	\$ -	0	0	0
\$ -	\$ 5.00	\$ 5.00	\$ 100.00	0	0	0
\$ 1,490.50	\$ 2,251.00	\$ 8.00	\$ 150.00	0	0	0
\$ -	\$ 2,505.00	\$ 9.50	\$ 50.00	0	0	0
\$ -	\$ 1,005.00	\$ 188.70	\$ 500.00	0	0	0
\$ -	\$ 104.00	\$ 7.70	\$ 50.00	0	0	0
\$ -	\$ 5.00	\$ 5.00	\$ -	0	0	0
\$ 16,050.55	\$ 22,020.00	\$ 9,832.08	\$ 11,000.00	0	0	0
\$ 350.00	\$ 3,164.00	\$ 521.71	\$ 2,900.00	0	0	0
\$ 2,058.27	\$ 2,058.27	\$ 12.75	\$ 12.75	0	0	0
\$ 6,069.53	\$ 6,266.00	\$ 288.22	\$ 750.00	0	0	0
\$ -	\$ 27.00	\$ 26.70	\$ 1,100.00	0	0	0
\$ -	\$ 3,521.00	\$ 25.10	\$ 1,500.00	0	0	0
\$ -	\$ 2,518.00	\$ 27.10	\$ 100.00	0	0	0
\$ -	\$ 1,596.00	\$ 100.99	\$ 800.00	0	0	0
\$ 1,745.51	\$ 6,562.00	\$ 24.70	\$ 150.00	0	0	0
\$ 4,502.60	\$ 9,620.00	\$ 617.31	\$ 1,500.00	0	0	0
\$ -	\$ 4,112.00	\$ 20.30	\$ 2,050.00	0	0	0
\$ -	\$ 3,508.00	\$ 21.70	\$ 500.00	0	0	0
\$ -	\$ 100.00	\$ 61.27	\$ 2,250.00	0	0	0
\$ -	\$ 500.00	\$ 18.90	\$ 1,500.00	0	0	0
\$ -	\$ 250.00	\$ 14.70	\$ 500.00	0	0	0
\$ -	\$ 104.00	\$ 6.10	\$ 10.00	0	0	0
\$ -	\$ 4,250.00	\$ 3,996.70	\$ 5,550.00	0	0	0

incident_desc

WHEEL CHAIR LIFT DROPPED FROM BUS /STRAIN BACK/RT ANKLE/ BACK/ARMS/SHOULDERS
REACHING FOR MACHINERY ON BUS/BACK AND POSSIBLE HIP STRAIN
DRIVING A BUS/RISHING UP/PAIN RIGHT SHOULDER
DRIVING JERKY BUS / STRAIN R. UPR BACK
STRAINED LOWER BACK
STEPPING UP ON BUS/SLIPPED/STRAIN BACK /LEG
GETTING OFF BUS/GOING DOWN STEPS/STRAIN R KNEE/LOWER BACK

SPRAIN/STRAIN ELBOW

DRIVING COACH/SHARP PAIN IN LOWER BACK
STEPPING OFF BUS/TWISTED LEFT KNEE
WHILE WALKING TRIPPED/DUE TO WATER ON SHOES FROM OUTSIDE (RAINING)/SPRAIN LF KNEE
WHILE TURNING STIFF STEERING WHEEL ON COACH 8091, EMPLOYEE FELT PAIN IN RIGHT SHOULDER
EE CHECKING TRAFFIC COMING UP CENTER OF STREET AND FELT PAIN IN UPPER MIDDLE BACK,NECK,LEFT SHOULDER,ARM AND HAND
DIP IN ROAD CAUSED BUS SEAT BELT TO GO ALL THE WAY UP, THENS LAM DOWN CAUSING BACK PAIN.
EE GETTING OUT OF REAR DOOR OF BUS, STEPPED OFF AND TWISTED RIGHT KNEE TO AVOID WET WASHER TRACK.
TYPING ON COMPUTER AND LIFTING HEAVY 3-RING BINDERS/CARPAL TUNNEL ON RIGHT WRIST
AFTER REMOVING THE TRANSMISSION FILTER,EE FELT PAIN IN HIS LOWER BACK/LOWER BACK PAIN
WHILE DRIVING BUS 8085 ON LINCOLN ST,OPERATOR WAS HIT BY A WATER BALLOON THROWN THROUGH THE DRIVER'S SIDE WINDOW,IT HIT THE
DRIVING CAR,FIELD SUPERVISOR/PAIN AND NUMBNESS IN LOWER BACKLEGS, AND FEET
EE WAS HELPING DISABLED PASSENGER TO ANOTHER COACH TWISTED BODY DUE TO UNEVEN PAVEMENT IN THIS AREA
EE STEPPED OFF BUS AND LANDED ON LEFT KNEE
RIGHT SHOULDER STRAIN WHEN LIFTING SHOPPING BAGS
BUS SLOWED DOWN SHIFTED,JERKED AND HURT BACK
EE WAS ASSISTING PASSENGER IN WHEELCHAIR ONTO BUS/STRAIN IN UPPER BACK,NECK AND SHOULDER
WHILE SEATED IN COACH 879 BEGAN TO FEEL PAIN IN LOW BACK AND UPPER PORTION OF RIGHT LEG
WHILE DRIVING COACH AND TRAVELLING ON UNEVEN ROADWAY,FELT PAIN IN BACK ATTEMPTED TO READJUST DRIVERS SEAT WITHOUT ANY SU
RIGHT HAND IN COACH 873 OPERATOR BECAME AWARE OF DEEP SEATED PAIN IN HIS LEFT SHOULDER JOINT
DRIVING A COACH 8078/SHOULDER AND ARM,NUMB-TENDONITIS
EE WAS DRIVING BUS #8065 ON HWY 9 AND TURNED HEAD TOWARDS THE RIGHT AND FELT SHARP PAIN ON NECK
EE CLIMBING IN AND OUT OF BED OF SHOP TRUCK/STRAINED LEFT KNEE
WHILE TURNING COACH 8070 LEFT FROM MARTINELLI ONTO FREEDOM BLVD. OPERATOR FELT A STRAIN TO HIS UPPER BACK,NECK AREA
AFTER A LENGTHY PHNOE CONVERSATION,EE'S FINGER ON RIGHT HANDBECAME NUMB/FINGERS OF RIGHT HAND
MULTIPLE CONTUSIONS: ANKLE, KNEE, CERVICAL, BREAST
RIGHT SHOULDER STRAIN
STRAIN LEFT ARM AND NECK,SHOULDER
RIGHT FOOT STRAIN/METATARSAL AND LEG CRAMPS
CUMULATIVE TRAUMA, BACK NECK AND SHOULDERS
BACK STRAIN

RIDING IN BUS FOR 8 HOURS/BUS HAD BAD SHOCKS VERY BOUNCY/ NECK AND SHOULDER PAIN BEGAN THAT P.M.
 SHOULDER TENDINITIS,DELTOID BURSITIS POSSIBLY ROTATOR CUFF
 LOWER BACK STRAIN
 NECK STRAIN/SPRAIN
 CONTUSION TAIL BONE
 SITTING IN BROKEN CHAIR ALL DAY NOW COMPLAINS OF PAIN IN HIS BACK/NECK AREA.
 STRAIN RIGHT SHOULDER
 PAIN BACK OF HEAD, NECK, SHOULDERS AND MID BACK
 EE STATES HE WAS SQUATTING/TWISTING IN THE COURSE OF PAINT- ING TRASH CANS HE INJURED RIGHT KNEE.
 DRIVING HIS ROUTE OVER A CUMULATIVE TIME EE COMPLAINS OF PAIN TO HIS NECK, UPPER AND LOWER BACK.
 DUE TO EXCESSIVE PLAY IN THE STEERING WHEEL IN COMBINATION WITH LOOSE DRIVERS SEAT PER OPERATOR, HE INJURED HIS LEFT SHOULDER
 DRIVING OVER A PERIOD OF TIME EE'S UPPER BACK AND NECK AREA HAS GOTTEN VERY PAINFUL
 EE FELT HE AGGRAVATED HIS BACK WHILE LOADING AND SECURING TWO PASSENGERS USING WHEELCHAIRS
 DRIVING HIS ROUTE IN SANTA CRUZ. STAFF CAR SEATS ARE TOO LOWAND EE BEGAN TO EXPERIENCE PAIN IN HIS LOWER BACK LEFT SIDE.
 EE WAS UNDER BUS W/HIS ARMS EXTENED TRYING TO LOOSEN SLACK W/A NUT WRENCH AND IT SLIPPED WHICH RESULTED IN TWISTING AND PAIN
 OBSERVING ANOTHER TRAINEE AND WHEN THE BRAKES WERE APPLIED TO EE WENT SAILING OUT OF THE SEAT, INJURING SHOULDER, ARM, HA
 CUMULATIVE TRAUMA, CONTINUED SPRAIN/STRAIN IN BOTH HIPS, DOWN LEGS.
 EE SLIPPED ON SPILLED COFFEE IN BREAKROOM, CAUSING STRAIN TO BACK/HIP AREA (RIGHT SIDE).
 OPERATOR STATES THAT DRIVING THE GILLIG COACH HER SHOULDERS STARTED HURTING FROM STEERING IT.
 EE WAS EXITING BUS WHEN HE SLIPPED ON SECOND STEP FALLING BACKWARDS, CATCHING HIMSELF ON THE DOOR HANDLES.
 EE STATES THAT THE SEAT ON THE COACH IS VERY SPRINGY AND CAUSES HER BACK TO SLAM UP AND DOWN ON HER SPINE.
 AS HE WAS UNDOING THE LEFT REAR HOOK ON THE WHEELCHAIR, THE CHAIR BACKED INTO THE OPERATOR
 OPERATOR STATES THE COACH HAD VERY HARD STEERING AND AS SHE WAS MAKING A U-TURN IT HAPPENED.
 NOTED AFTER SEVERAL DAYS OF CHANGING BUS STOP SIGNS AND REACHING UP ABOVE SHOULDERS FOR EXTENDED TIME BECAME PAINFUL
 WORKER SAT DOWN AT DESK, PICKED UP PHONE, DIALED PHONE, SPOKE TO CALLERS AND AFTER FIFTH CALL FELT PAIN IN WRISTS (BOTH) AND
 OPERATOR STATES THAT A PASSENGER USING A MOBILITY DEVICE RAMMED HER 3 TIMES IN THE UPPER RIGHT LEG AREA.
 AS SHE WAS PULLING HARD ON THE MERGENCY HATCH, WHICH WAS STUCK, SHE FELT PAIN IN HER LT SHLDR.
 DRIVING THE COACH STATES OPERATOR.
 AS SHE WAS GETTING INTO THE SEAT OF THE COACH SHE PULLED & LEANED ON THE STEERING WHEEL. SHE STATES SHE FELT & HEARD A POP
 CHANGING SIGN ON BUS WHEN HE FELT PAIN IN HIS RIGHT SHOULDER

closed_date	insurance type	client code	label2	label3	label5	label4	insured_name1	examiner_desc	payment no reserve2
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
6/3/1998 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
2/28/1995 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
11/16/1995 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
10/19/2001 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
12/23/1999 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
11/11/2002 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
10/3/1996 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
8/6/2001 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
LEFT SIDE OF HER NECK	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
6/27/2003 15:04:09:213	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
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9/1/1998 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
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3/28/2003 17:34:48:42	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
2/19/2001 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
12/17/1999 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
4/28/2000 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
4/5/1999 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0

	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
12/17/2002 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
6/24/2003 13:40:49:223	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
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	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
DER AND NECK	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
IN TO LOWER BACK,	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
ND, AND BOTH KNEES.	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
11/19/2002 13:59	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
ND FINGERS (AS INDICA	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
PING NOISE IN HER LT V	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0
	2	1	Rehab	Medical	Other	Legal	SANTA CRUZ METRO TRANSIT	Confetti, Tammie	0

payment amount1 period	payment amount2 period	payment amount3 period	payment amount4 period	payment amount5 period	label1	litigated
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\$ 96.92	\$ -	\$ 85.71	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 160.34	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ 1,318.20	\$ -	\$ 24.55	\$ -	\$ -	Indemnity	1
\$ 592.00	\$ -	\$ -	\$ (228.28)	\$ -	Indemnity	1
\$ -	\$ -	\$ 239.76	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 36.92	\$ -	\$ -	Indemnity	1
\$ -	\$ 8,291.40	\$ 518.81	\$ -	\$ -	Indemnity	1
\$ 656.00	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ 680.00	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	0
\$ -	\$ -	\$ 313.41	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ 370.88	\$ -	Indemnity	1
\$ -	\$ -	\$ 2,747.24	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ 81.25	Indemnity	1
\$ -	\$ -	\$ 1,497.65	\$ -	\$ -	Indemnity	1
\$ 21,610.40	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 11.04	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ 1,020.00	\$ -	\$ 206.62	\$ -	\$ -	Indemnity	1
\$ 680.00	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 511.64	\$ -	\$ -	Indemnity	1
\$ -	\$ 969.92	\$ 69.02	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 24.17	\$ (634.50)	\$ -	Indemnity	1

\$ -	\$ -	\$ 118.34	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 109.28	\$ -	\$ -	Indemnity	0
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 340.56	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	0
\$ -	\$ -	\$ 25.00	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ 320.00	\$ -	\$ -	\$ -	\$ -	Indemnity	0
\$ 680.00	\$ -	\$ 402.66	\$ (373.00)	\$ -	Indemnity	1
\$ -	\$ -	\$ 2,320.51	\$ -	\$ -	Indemnity	0
\$ 680.00	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 534.24	\$ -	\$ -	Indemnity	0
\$ 680.00	\$ -	\$ -	\$ -	\$ -	Indemnity	0
\$ 510.00	\$ 437.48	\$ 1,296.70	\$ -	\$ -	Indemnity	1
\$ 1,962.62	\$ -	\$ 6,064.75	\$ -	\$ 29.60	Indemnity	1
\$ -	\$ -	\$ -	\$ -	\$ -	Indemnity	1
\$ 2,108.62	\$ -	\$ 7,469.28	\$ -	\$ -	Indemnity	1
\$ -	\$ -	\$ 738.70	\$ -	\$ -	Indemnity	0
\$ 3,336.00	\$ -	\$ 214.80	\$ -	\$ -	Indemnity	0
\$ -	\$ 1,294.32	\$ -	\$ -	\$ -	Indemnity	1
\$ 1,960.00	\$ -	\$ 569.55	\$ -	\$ -	Indemnity	0
\$ 640.00	\$ 130.00	\$ 2,212.46	\$ 47.00	\$ -	Indemnity	1
\$ 796.90	\$ 1,021.92	\$ 227.81	\$ -	\$ -	Indemnity	1
\$ 1,697.28	\$ -	\$ 3,231.09	\$ -	\$ -	Indemnity	1
\$ 640.00	\$ -	\$ 200.70	\$ -	\$ -	Indemnity	1
\$ 1,960.00	\$ -	\$ 6,044.04	\$ -	\$ -	Indemnity	1
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\$ 700.00	\$ -	\$ 800.63	\$ -	\$ -	Indemnity	0
\$ 560.00	\$ -	\$ 619.16	\$ -	\$ -	Indemnity	0
\$ 1,960.00	\$ -	\$ 616.05	\$ -	\$ 1,991.80	Indemnity	1

injury_illness_desc

WHEEL CHAIR LIFT DROPPED FROM BUS /STRAIN BACK/RT ANKLE/ BACK/ARMS/SHOULDERS
REACHING FOR MACHINERY ON BUS/BACK AND POSSIBLE HIP STRAIN

SPRAIN/STRAIN ELBOW

DRIVING COACH/SHARP PAIN IN LOWER BACK
STEPPING OFF BUS/TWISTED LEFT KNEE
WHILE WALKING TRIPPED/DUE TO WATER ON SHOES FROM OUTSIDE (RAINING)/SPRAIN LF KNEE

DIP IN ROAD CAUSED BUS SEAT BELT TO GO ALL THE WAY UP, THENS LAM DOWN CAUSING BACK PAIN.
EE GETTING OUT OF REAR DOOR OF BUS, STEPPED OFF AND TWISTED RIGHT KNEE TO AVOID WET WASHER TRACK.
TYPING ON COMPUTER AND LIFTING HEAVY 3-RING BINDERS/CARPAL TUNNEL ON RIGHT WRIST
AFTER REMOVING THE TRANSMISSION FILTER,EE FET PAIN IN HIS LOWER BACK/LOWER BACK PAIN
WHILE DRIVING BUS 8085 ON LINCOLN ST,OPERATOR WAS HIT BY A WATER BALLOON THROWN THROUGH THE DRIVER'S SIDE WINDOW,IT HIT THE
DRIVING CAR,FIELD SUPERVISOR/PAIN AND NUMBNESS IN LOWER BACKLEGS, AND FEET
EE WAS HELPING DISABLED PASSENGER TO ANOTHER COACH TWISTED BODY DUE TO UNEVEN PAVEMENT IN THIS AREA
EE STEPPED OFF BUS AND LANDED ON LEFT KNEE
RIGHT SHOULDER STRAIN WHEN LIFTING SHOPPING BAGS
BUS SLOWED DOWN SHIFTED,JERKED AND HURT BACK
EE WAS ASSISTING PASSENGER IN WHEELCHAIR ONTO BUS/STRAIN IN UPPER BACK,NECK AND SHOULDER
WHILE SEATED IN COACH 879 BEGAN TO FEEL PAIN IN LOW BACK AND UPPER PORTION OF RIGHT LEG

RIGHT HAND IN COACH 873 OPERATOR BECAME AWARE OF DEEP SEATED PAIN IN HIS LEFT SHOULDER JOINT

EE WAS DRIVING BUS #8065 ON HWY 9 AND TURNED HEAD TOWARDS THE RIGHT AND FELT SHARP PAIN ON NECK
EE CLIMBING IN AND OUT OF BED OF SHOP TRUCK/STRAINED LEFT KNEE
WHILE TURNING COACH 8070 LEFT FROM MARTINELLI ONTO FREEDOM BLVD. OPERATOR FELT A STRAIN TO HIS UPPER BACK,NECK AREA
AFTER A LENGTHY PHNOE CONVERSATION,EE'S FINGER ON RIGHT HANDBECAME NUMB/FINGERS OF RIGHT HAND

BACK STRAIN

deductible amount	estimated excess recovery	estimated subro recovery	policy period desc	fiscal year desc	payment amount6	reserve amount6	payment no reserve6	payment amount6 period	insured group id	adjusting loc received_date	denied
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\$ -			1986/2003	1992/1993	0	0	0	0	6	3/5/1993 0:00	0
\$ -			1986/2003	1992/1993	0	0	0	0	6	7/16/1992 0:00	0
\$ -			1986/2003	1992/1993	0	0	0	0	6	7/15/1992 0:00	0
\$ -			1986/2003	1992/1993	0	0	0	0	6	11/13/1992 0:00	0
\$ -			1986/2003	1992/1993	0	0	0	0	6	8/18/1992 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	8/8/1993 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	9/27/1993 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	10/5/1993 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	10/26/1993 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	4/21/1994 0:00	0
\$ -			1986/2003	1993/1994	0	0	0	0	6	4/7/1994 0:00	0
\$ -			1986/2003	1994/1995	0	0	0	0	6	10/5/1994 0:00	0
\$ -			1986/2003	1994/1995	0	0	0	0	6	11/21/1994 0:00	0
\$ -			1986/2003	1995/1996	0	0	0	0	6	4/17/1996 0:00	0
\$ -			1986/2003	1995/1996	0	0	0	0	6	11/3/1995 0:00	0
\$ -			1986/2003	1995/1996	0	0	0	0	6	2/8/1996 0:00	0
\$ -			1986/2003	1995/1996	0	0	0	0	6	6/21/1996 0:00	0
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\$ -			1986/2003	1996/1997	0	0	0	0	6	5/21/1997 0:00	0
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\$ -			1986/2003	1996/1997	0	0	0	0	6	9/5/1996 0:00	0
\$ -			1986/2003	1996/1997	0	0	0	0	6	5/13/1997 0:00	0
\$ -			1986/2003	1996/1997	0	0	0	0	6	7/8/1996 0:00	0
\$ -			1986/2003	1996/1997	0	0	0	0	6	7/15/1997 0:00	0
\$ -			1986/2003	1997/1998	0	0	0	0	6	11/25/1997 0:00	0
\$ -			1986/2003	1997/1998	0	0	0	0	6	1/29/1998 0:00	0
\$ -			1986/2003	1997/1998	0	0	0	0	6	8/14/1997 0:00	0
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\$ -			1986/2003	1997/1998	0	0	0	0	6	2/9/1998 0:00	0
\$ -			1986/2003	1997/1998	0	0	0	0	6	2/5/1998 0:00	0

\$ -			1986/2003	1997/1998	0	0	0	0	6	11/20/1997 0:00	0
\$ -			1986/2003	1997/1998	0	0	0	0	6	9/19/1997 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	7/30/1998 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	9/17/1998 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	8/28/1998 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	6/8/1999 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	11/16/1998 0:00	0
\$ -			1986/2003	1998/1999	0	0	0	0	6	1/12/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	11/15/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	10/14/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	5/19/2000 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	3/21/2000 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	9/24/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	5/1/2000 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	12/29/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	8/17/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	9/7/1999 0:00	0
\$ -			1986/2003	1999/2000	0	0	0	0	6	7/19/1999 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	7/11/2001 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	10/23/2000 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	8/3/2000 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	4/2/2001 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	6/28/2001 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	5/30/2001 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	6/6/2001 0:00	0
\$ -			1986/2003	2000/2001	0	0	0	0	6	7/5/2001 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	9/21/2001 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	9/10/2001 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	1/3/2002 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	10/11/2001 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	3/20/2002 0:00	0
\$ -			1986/2003	2001/2002	0	0	0	0	6	6/4/2002 0:00	0

claimant status desc	claimant type desc	incident_name	end type	end status	insurance_type_desc	payment amount	reserve amount	payment no reserve
Re-Open	Indemnity	HOLODNICK, JAMES	2	2	Workers Compensation	\$ 34,425.85	\$ 67,738.00	\$ -
Open	Indemnity	TOWE, JANIE	2	1	Workers Compensation	\$ 221,378.78	\$ 336,583.00	\$ -
Closed	Indemnity	SVEREIKA, JUDITH	2	5	Workers Compensation	\$ 55,228.98	\$ 55,228.98	\$ -
Closed	Indemnity	POLHAMIOUS, BARBARA	2	5	Workers Compensation	\$ 69,898.29	\$ 69,898.29	\$ -
Open	Indemnity	SWART, RANDY	2	1	Workers Compensation	\$ 170,085.55	\$ 237,783.00	\$ -
Closed	Indemnity	ROWE, EDMOND	2	5	Workers Compensation	\$ 65,410.44	\$ 65,410.44	\$ -
Closed	Indemnity	HART, JUSTIN	2	5	Workers Compensation	\$ 119,190.16	\$ 119,190.16	\$ -
Closed	Indemnity	GLASS, SHERILYN	2	5	Workers Compensation	\$ 126,242.66	\$ 126,242.66	\$ -
Re-Open	Indemnity	TAKEHANA, SCOTT	2	2	Workers Compensation	\$ 37,453.63	\$ 51,455.00	\$ -
Closed	Indemnity	BAILEY, NEIL	2	5	Workers Compensation	\$ 52,230.26	\$ 52,327.28	\$ -
Open	Indemnity	TOWNSEL, FRANK	2	1	Workers Compensation	\$ 343,103.47	\$ 791,193.00	\$ -
Open	Indemnity	CASTRO, RICHARD	2	1	Workers Compensation	\$ 84,894.29	\$ 129,966.00	\$ -
Re-Open	Indemnity	BRADFORD, THOMAS	2	2	Workers Compensation	\$ 78,544.02	\$ 101,778.00	\$ -
Closed	Indemnity	VONWAL, YVETTE	2	5	Workers Compensation	\$ 82,230.57	\$ 82,230.57	\$ -
Closed	Indemnity	PARHAM, WALLACE	2	5	Workers Compensation	\$ 74,455.28	\$ 74,455.28	\$ -
Open	Indemnity	SHIKORA, MICHAEL	2	1	Workers Compensation	\$ 92,686.25	\$ 115,549.00	\$ -
Open	Indemnity	CASTRO, RICHARD	2	1	Workers Compensation	\$ 209,518.74	\$ 256,814.00	\$ -
Open	Indemnity	GARBEZ, LINDA	2	1	Workers Compensation	\$ 76,415.50	\$ 115,602.00	\$ -
Open	Indemnity	JENSON, MERAL	2	1	Workers Compensation	\$ 48,643.99	\$ 71,584.00	\$ -
Open	Indemnity	PETERS-PINTER, TERRIE	2	1	Workers Compensation	\$ 186,181.67	\$ 320,502.00	\$ -
Open	Indemnity	NELSON, EDWARD	2	1	Workers Compensation	\$ 47,790.41	\$ 85,302.00	\$ -
Open	Indemnity	HARRELL, LAURA	2	1	Workers Compensation	\$ 62,054.06	\$ 84,619.00	\$ -
Open	Indemnity	SCILLA, JOSEPH	2	1	Workers Compensation	\$ 36,783.22	\$ 62,226.00	\$ -
Open	Indemnity	DELPO, ROBERT	2	1	Workers Compensation	\$ 46,028.30	\$ 69,417.00	\$ -
Open	Indemnity	TAKEHANA, SCOTT	2	1	Workers Compensation	\$ 112,101.56	\$ 152,169.00	\$ -
Open	Indemnity	GABRIELE, GABE	2	1	Workers Compensation	\$ 46,695.75	\$ 62,003.00	\$ -
Open	Indemnity	CHATMAN, SORETTA	2	1	Workers Compensation	\$ 117,636.72	\$ 148,473.00	\$ -
Closed	Indemnity	BRIERLY, GARY	2	5	Workers Compensation	\$ 107,541.89	\$ 107,541.89	\$ -
Open	Indemnity	GROBMAN, BRUCE	2	1	Workers Compensation	\$ 39,179.71	\$ 50,874.00	\$ -
Closed	Indemnity	FRANEY, PATRICK	2	5	Workers Compensation	\$ 68,136.35	\$ 68,136.35	\$ -
Open	Indemnity	ADAMS, ELLEN	2	1	Workers Compensation	\$ 131,794.69	\$ 242,177.00	\$ -
Open	Indemnity	HOLODNICK, JAMES	2	1	Workers Compensation	\$ 46,593.74	\$ 87,487.00	\$ -
Open	Indemnity	STEBER, MICHAEL	2	1	Workers Compensation	\$ 52,402.34	\$ 70,401.00	\$ -
Open	Indemnity	ROSE, CARRIE	2	1	Workers Compensation	\$ 73,121.66	\$ 134,836.00	\$ -
Closed	Indemnity	JONES, CHRISTINE	2	5	Workers Compensation	\$ 146,393.21	\$ 146,393.21	\$ -
Closed	Indemnity	HOLODNICK, JAMES	2	5	Workers Compensation	\$ 53,779.44	\$ 53,779.44	\$ -
Closed	Indemnity	ORTEGA, MANUELA	2	5	Workers Compensation	\$ 55,059.90	\$ 55,059.90	\$ -
Closed	Indemnity	ARCHIBEQUE, ELEANORE	2	5	Workers Compensation	\$ 76,480.32	\$ 76,480.32	\$ -
Closed	Indemnity	BUTCHER, ISABELLE	2	5	Workers Compensation	\$ 50,514.76	\$ 50,514.76	\$ -
Open	Indemnity	GOUVEIA, ROBERT	2	1	Workers Compensation	\$ 50,578.91	\$ 59,962.00	\$ -

Open	Indemnity	HINDIN, LENORE	2	1	Workers Compensation	\$ 120,763.15	\$ 159,469.00	\$ -
Closed	Indemnity	CONTERERAS, HARVEY	2	5	Workers Compensation	\$ 59,314.69	\$ 69,304.21	\$ -
Open	Indemnity	CRAIG, CRAIG	2	1	Workers Compensation	\$ 34,276.36	\$ 123,033.00	\$ -
Open	Indemnity	ANN, DORICE	2	1	Workers Compensation	\$ 53,919.34	\$ 101,384.00	\$ -
Open	Indemnity	BATES, ADELA	2	1	Workers Compensation	\$ 90,164.17	\$ 132,980.00	\$ -
Open	Indemnity	CHAVEZ, GUILLERMO	2	1	Workers Compensation	\$ 101,025.80	\$ 161,989.00	\$ -
Open	Indemnity	LEE, HENRY	2	1	Workers Compensation	\$ 40,892.14	\$ 57,956.00	\$ -
Closed	Indemnity	DRAKE, JUDITH	2	5	Workers Compensation	\$ 74,884.92	\$ 74,884.92	\$ -
Open	Indemnity	BAILEY, NEIL	2	1	Workers Compensation	\$ 14,790.64	\$ 56,019.00	\$ -
Open	Indemnity	BARRAGAN, ALBERTO	2	1	Workers Compensation	\$ 42,330.65	\$ 54,418.00	\$ -
Open	Indemnity	NORTHON, JEFFREY	2	1	Workers Compensation	\$ 39,199.13	\$ 75,830.00	\$ -
Open	Indemnity	MILLER, MICHAEL	2	1	Workers Compensation	\$ 63,947.00	\$ 78,985.00	\$ -
Open	Indemnity	WILLIAMS, CHRISTOPHER	2	1	Workers Compensation	\$ 62,113.13	\$ 120,076.00	\$ -
Re-Open	Indemnity	PEREZ, JOHN	2	2	Workers Compensation	\$ 30,519.07	\$ 86,809.00	\$ -
Open	Indemnity	TOLINE, DON	2	1	Workers Compensation	\$ 66,881.82	\$ 86,331.00	\$ -
Open	Indemnity	MCCLURE, SONJA	2	1	Workers Compensation	\$ 142,823.75	\$ 177,278.00	\$ -
Open	Indemnity	HINDIN, LENORE	2	1	Workers Compensation	\$ 109,436.41	\$ 184,824.00	\$ -
Closed	Indemnity	GONZALES, LISA	2	5	Workers Compensation	\$ 67,690.58	\$ 67,690.63	\$ -
Re-Open	Indemnity	VERCAUTEEN, LISA	2	2	Workers Compensation	\$ 56,009.51	\$ 70,198.00	\$ -
Open	Indemnity	BRONDSTATTER, WALLACE	2	1	Workers Compensation	\$ 39,837.42	\$ 52,274.00	\$ -
Open	Indemnity	TARSKY, LINDA	2	1	Workers Compensation	\$ 90,476.70	\$ 166,259.00	\$ -
Open	Indemnity	JEMISON, MAURICE	2	1	Workers Compensation	\$ 30,215.60	\$ 75,553.00	\$ -
Open	Indemnity	MOORE, CAROL	2	1	Workers Compensation	\$ 65,708.26	\$ 89,268.00	\$ -
Open	Indemnity	BAILEY, NEIL	2	1	Workers Compensation	\$ 63,263.18	\$ 104,321.00	\$ -
Open	Indemnity	BATES, ADELA	2	1	Workers Compensation	\$ 68,451.01	\$ 163,858.00	\$ -
Re-Open	Indemnity	GENTRY, RITA	2	2	Workers Compensation	\$ 42,054.70	\$ 136,187.00	\$ -
Open	Indemnity	KOHAMA, MARY	2	1	Workers Compensation	\$ 33,112.50	\$ 65,759.00	\$ -
Open	Indemnity	CUMMINGS, CYNTHIA	2	1	Workers Compensation	\$ 74,348.41	\$ 130,102.00	\$ -
Open	Indemnity	HARRELL, LAURA	2	1	Workers Compensation	\$ 20,706.28	\$ 87,056.00	\$ -
Open	Indemnity	GORINO, TERRI	2	1	Workers Compensation	\$ 134,084.63	\$ 203,957.00	\$ -
Open	Indemnity	CARTER, RHONDA	2	1	Workers Compensation	\$ 15,750.81	\$ 83,714.00	\$ -
Open	Indemnity	DAVIDSON, STEVEN	2	1	Workers Compensation	\$ 57,096.96	\$ 165,153.00	\$ -

payment amount	reserve amount	payment no reserve amount	incident reported date	claim_id	claimant id	claim total	begin date	end_date	policy symbol	insured group desc
\$ -	\$ -	\$ -	5/27/1993 0:00	98568	98568	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 182.63	\$ -	\$ -	2/28/1993 0:00	98578	98578	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	7/16/1992 0:00	98589	98589	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	7/15/1992 0:00	98622	98622	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 160.34	\$ -	\$ -	11/13/1992 0:00	98554	98554	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	8/18/1992 0:00	98590	98590	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	8/8/1993 0:00	106739	106739	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	9/23/1993 0:00	106768	106768	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ 13,500.00	\$ -	9/29/1993 0:00	106752	106752	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	10/19/1993 0:00	106718	106718	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,342.75	\$ -	\$ -	4/8/1994 0:00	106779	106779	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 363.72	\$ -	\$ -	4/7/1994 0:00	106727	106727	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 239.76	\$ -	\$ -	10/3/1994 0:00	114861	114861	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	11/15/1994 0:00	114825	114825	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	4/8/1996 0:00	122712	122712	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 36.92	\$ -	\$ -	10/22/1995 0:00	122730	122730	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 8,810.21	\$ -	\$ -	1/29/1996 0:00	122769	122769	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 656.00	\$ -	\$ -	6/20/1996 0:00	122736	122736	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	1/20/1997 0:00	130562	130562	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 680.00	\$ 4,750.00	\$ -	6/1/1997 0:00	130567	130567	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	4/28/1997 0:00	130574	130574	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 313.41	\$ -	\$ -	2/24/1997 0:00	130581	130581	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	12/23/1996 0:00	130598	130598	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 370.88	\$ 500.00	\$ -	5/27/1997 0:00	130566	130566	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 2,747.24	\$ -	\$ -	10/8/1996 0:00	130603	130603	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 81.25	\$ -	\$ -	5/7/1997 0:00	130571	130571	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,497.65	\$ -	\$ -	1/23/1997 0:00	130608	130608	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 21,610.40	\$ (42,998.11)	\$ -	1/14/1997 0:00	130560	130560	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 11.04	\$ -	\$ -	9/18/1996 0:00	130617	130617	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	8/16/1996 0:00	130552	130552	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,226.62	\$ -	\$ -	9/1/1996 0:00	130614	130614	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 680.00	\$ -	\$ -	5/2/1997 0:00	130569	130569	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 511.64	\$ -	\$ -	7/2/1996 0:00	130583	130583	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,038.94	\$ -	\$ -	7/11/1997 0:00	130547	130547	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	11/17/1997 0:00	135884	135884	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	1/22/1998 0:00	135876	135876	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	8/14/1997 0:00	135858	135858	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	11/3/1997 0:00	135870	135870	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	2/9/1998 0:00	135877	135877	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ (610.33)	\$ -	\$ -	7/21/1997 0:00	135879	135879	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek

\$ 118.34	\$ -	\$ -	11/11/1997 0:00	135882	135882	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	9/10/1997 0:00	135896	135896	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 109.28	\$ -	\$ -	7/28/1998 0:00	141530	141530	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	9/13/1998 0:00	141539	141539	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 340.56	\$ -	\$ -	8/26/1998 0:00	141558	141558	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	5/27/1999 0:00	141525	141525	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	11/3/1998 0:00	141515	141515	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 25.00	\$ (37,802.08)	\$ -	1/12/1999 0:00	141518	141518	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	11/10/1999 0:00	147230	147230	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 320.00	\$ -	\$ -	10/11/1999 0:00	147195	147195	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 709.66	\$ -	\$ -	5/18/2000 0:00	147252	147252	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 2,320.51	\$ 7,550.00	\$ -	3/16/2000 0:00	147204	147204	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 680.00	\$ -	\$ -	9/22/1999 0:00	147216	147216	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 534.24	\$ 7,500.00	\$ -	4/18/2000 0:00	147208	147208	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 680.00	\$ -	\$ -	12/20/1999 0:00	147234	147234	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 2,244.18	\$ -	\$ -	8/14/1999 0:00	147255	147255	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 8,056.97	\$ -	\$ -	8/17/1999 0:00	147258	147258	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ -	\$ -	\$ -	7/16/1999 0:00	147241	147241	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 9,577.90	\$ -	\$ -	7/10/2001 0:00	152875	152875	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 738.70	\$ -	\$ -	10/16/2000 0:00	152876	152876	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 3,550.80	\$ 50,500.00	\$ -	7/28/2000 0:00	152892	152892	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,294.32	\$ -	\$ -	3/22/2001 0:00	152896	152896	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 2,529.55	\$ -	\$ -	6/25/2001 0:00	152832	152832	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 3,029.46	\$ -	\$ -	5/14/2001 0:00	152862	152862	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 2,046.63	\$ -	\$ -	6/4/2001 0:00	152866	152866	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 4,928.37	\$ 96,000.00	\$ -	7/1/2001 0:00	152873	152873	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 840.70	\$ -	\$ -	9/21/2001 0:00	158841	158841	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 8,004.04	\$ -	\$ -	9/7/2001 0:00	158889	158889	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 120.53	\$ -	\$ -	12/31/2001 0:00	158891	158891	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,500.63	\$ 25,000.00	\$ -	10/10/2001 0:00	158895	158895	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 1,179.16	\$ -	\$ -	3/14/2002 0:00	158905	158905	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek
\$ 4,567.85	\$ 19,500.00	\$ -	5/15/2002 0:00	158830	158830	0	6/1/2003 0:00	6/30/2003 23:59	WC	Walnut Creek

driver♦alliant INSURANCE SERVICES

9-b.69

PART II

GENERAL INFORMATION FORM

LICENSED BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION COVERAGE

Driver Alliant Insurance Services, Inc.
Legal Name of Firm

September 5, 2003
Date

2933 Gold Pan Court, Rancho Cordova, Ca 95670-6159
Firm's Address

(916) 852-5959
Telephone Number

(916) 852-1783
Fax Number

Corporation
Type of Organization (Partnership, Corporation, etc.)

33-0785439
Tax ID Number

Robin Johnson, Vice President, Public Entities
Name of Principal-in-Charge and Title


Signature of Authorized Principal

Matthew Gowan, Assistant Vice President
Name of Project Manager and Title

Matthew Gowan, Assistant Vice President, 916-638-9203
Name, Title and Phone Number of Person To Whom Correspondence Should be Directed

2933 Gold Pan Court, Rancho Cordova, CA 95670-6159
Addresses Where Correspondence Should be Sent

Areas of Responsibility of Prime Contractor

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

9-b.70

September 5, 2003

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

PROPOSAL FOR LICENSED BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION COVERAGE (PROPOSAL DUE DATE: September 9, 2003)

Dear Mr. Longnecker:

Driver Alliant Insurance Services, Inc. (Driver Alliant.) is pleased to respond to the Santa Cruz Metropolitan Transit District's (SCMTD) request to submit a Proposal for Licensed Broker Services for Excess Workers' Compensation Coverage.

The Driver Alliant organization is dedicated to providing high-quality brokerage and risk management services to our many public entity clients. Our experience with California transit districts and our business partnership with Tristar, your claims administrator, lead us to believe that we are the most capable organization to serve the SCMTD.

Per your requirements, we have included an original and five (5) copies of this proposal. The original proposal has been left unbound in case you need to make additional copies. We also acknowledge receipt of Addendum number 1. We have investigated and agree to all terms and conditions of this RFP.

We thank you for this opportunity, and look forward to working with you.

Very truly yours,



Matt Gowan
Assistant Vice President
9 16-638-9203 direct
9 16-638-9203 fax
mgowan@driveralliant.com

9-b.71

SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

03-02

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR
LICENSED BROKER SERVICES
FOR
EXCESS WORKERS' COMPENSATION COVERAGE**

(PROPOSAL DUE DATE: September 9, 2003)

driver♦alliant
INSURANCE SERVICES

Matt Gowan
2933 Gold Pan Court
Rancho Cordova, CA 956704159
Main: (916) 852-5959
Fax: (916) 852-1783
www.driveralliant.com

9-b.72

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1. EXECUTIVE SUMMARY

Driver Alliant Insurance Services, Inc. (Driver Alliant) is a leader in the Public Entity sector as a result of combining traditional brokerage activities with innovative services. We pride ourselves on our ability to solve risk management problems with proactive solutions.

At Driver, our commitment is to focus on client needs; education and training (internally and externally); and Quality Service. As our Partner in Quality, we look forward to sharing our Insurance Brokering, Program Administration and Risk Management Services expertise with SCMTD in a way that will bring you benefit.

At Driver Alliant, we not only design specific products and services for our clients, but also our experience with California public entities, in addition to our brokerage and risk management services, gives us additional insight into the needs of, and delivery of, services to SCMTD. We have a proven ability to develop and implement creative solutions in risk management. We excel at combining the purchasing clout of our clients in unique marketing efforts. From working on unique legislative solutions, to the design of a group program for providing Pollution coverage, to meeting new EPA guidelines, we work with you creatively to address your risk management needs.

Insurance brokerage services remain a client service profession. That is, once you are satisfied that your broker has access to all the appropriate markets, your ultimate satisfaction will depend upon your broker's skills and attention to your needs. The Santa Cruz Metropolitan Transit District (SCMTD) can rest assured that Driver Alliant possesses the necessary resources and energy to provide the highest caliber brokerage services available.

We believe that the success of our relationships comes from a strategy that we call “*listening, learning, designing and delivering.*” This strategy requires that we:

- Take a consultative approach to problem identification;
- 3 Have access to a wide array of integrated products and services; and
- Provide customized solutions driven by client need.

We have also developed risk management service products, such as risk modeling, contract review, development of an Insurance Requirements in Contracts Manual, claims audits and feasibility studies regarding assumption of risk.

Quality service is something everyone strives to provide. We are the only broker that is routinely audited by an outside third party on the quality of the services provided to our JPA clients.

We understand that your cost of risk has a direct impact on your mission as a Transit District. Each dollar spent addressing the cost of risk is diverted from the mission of providing transportation services to the public. In these uncertain insurance times, Driver Alliant will work with you to protect SCMTD from cumulative and catastrophic loss while working to control your cost of risk.

We are pleased to be included in the SCMTD's RFP process. We believe that acting as strategic partners will be of value to you.

II. OUR FIRM

A. A Brief History

Driver Alliant Insurance Services, Inc. was formed by the 2001 merger of the Robert F. Driver Co., Inc. with Alliant Resources Group, Inc. Mr. Robert F. Driver established the Robert F. Driver Co., Inc. in 1925. Alliant Resources Group is a national organization that has acquired strong regional brokers across the United States. Our firm is a multi-lined insurance brokerage operation. With over 375 employees in 9 California offices and \$600,000,000 in revenue, Driver Alliant is:

- ◆ California's largest Public Entity Broker; and
- ◆ Fifteenth largest nationwide.

The San Francisco office was established in November 1998 through the acquisition by Robert F. Driver of Sedgwick of California, Inc.'s "Public Entity Group." The acquisition combined the 25 "public entity" colleagues of Sedgwick's San Francisco office with Driver's 50 colleagues in Newport Beach. As of today, the total number of colleagues is over 80. The combined strength of these two offices is believed to be the largest collection of insurance professionals in the country focused purely on the public sector.

Public Entity Division

Over the past 20 years, Driver has developed custom insurance and risk management programs for our public agency clients. These include several hundred special districts, 54 of California's 58 counties, over 600 cities, 12 Joint Powers Authorities, over 170 hospitals, several of the state's largest transit agencies and school districts, the California State University system, and the State of California itself.

With over \$300,000,000 in Public Entity premium and premium equivalents placed, our Public Entity Division is a leader in providing specialty brokerage services to the public sector.

The Public Entity Division understands how public entities are perceived within the insurance marketplace, and how the operating environment of the public sector shapes the risk transfer attitudes and needs of the public sector. From joint purchase arrangements to risk sharing pools, to risk retention and non-insurance approaches, we have been on the cutting edge of program design for the public sector. The continual growth of our Public Entity Division over the past 20 years demonstrates our commitment and skill in both hard and soft markets.

As a specialty broker, Driver understands that transit organizations are often perceived by the insurance marketplace to be a "high risk" class of business and subject to major swings in capacity and coverage availability. Against this background of volatility and chaos, our firm has demonstrated commitment as evidenced by our long-term relationship with our clients.



B. Personnel

Driver is a leader in public entity insurance and risk management by combining traditional brokerage with innovative services. As a result of the depth of Driver Alliant's organization public entity expertise, Driver Alliant is able to be highly responsive to your service needs. Because we work daily with public entities, SCMTD will benefit from our knowledge and experience.

The following section describes our proposed account responsibility assignments. Resumes for the key service personnel are included in the Appendix section of this proposal. All personnel are conveniently located in our San Francisco office.

C. Account Team Responsibilities

Matt Gowan – Assistant Vice President – Matt will lead the team and have overall responsibility for services delivered to SCMTD. Matt has 15 years of insurance industry experience, working with public entities for the past five. In addition to being an experienced public entity broker, Matt is a licensed self-insured workers' compensation claims expert.

Daniel Howell – Senior Vice President – Dan will act as peer review for development of various issues for the service team. He brings to the group his experience in the development and management of major statewide public entity accounts such as the California State University Auxiliary program. Dan will ensure you receive high quality products and services.

Anna Rizzi – Account Manager – Anna will assist Matt in providing day-to-day quality administrative services, including such items as certificate processing, endorsement requests, policy reviews, policy summaries, and invoicing. Anna is a recent graduate of California State University and has 10 years experience as an insurance assistant.

Robert Frey – Claims Consulting – Bob directs claims reporting and claims management for our office. Bob will provide claims services and will work directly with SCMTD on any claims issues regarding claims reporting and triggering insurance coverages. Bob will act as liaison between the client and the insurer.



III. EXPERTISE IN THE PUBLIC SECTOR

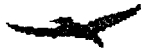
Throughout our existence, Driver has been dedicated to serving public entity clients. A substantial portion of our business is concentrated in the development of customized insurance and risk management services to Joint Powers Authorities (JPAs) that have been formed by political subdivisions in California and more recently elsewhere around the country. Our individual and group clients include:

- Several hundred special districts
- 54 of California's 58 counties
- over 600 municipalities
- 12 joint powers authorities
- Many of the states largest school districts
- Cities of Los Angeles, San Francisco (City and County), San Diego, Sacramento, Long Beach, Riverside, Anaheim, Santa Barbara, Santa Monica, Mountain View
- Los Angeles Unified School District, San Diego Unified School District, Oakland Unified School District, Mt Diablo Unified School District, and San Jose Unified School District, Elk Grove Unified School District.
- Transit agencies (further identified below)

A few of our larger clients include the California State Association of Counties Excess Insurance Authority (CSAC EIA), the California State University Risk Management Authority (CSURMA), and California Sanitation Risk Management Authority (CSRMA) whose members we serve through our extensive inventory of group purchase offerings that include programs for Property, Boiler and Machinery, Primary and Excess Liability, Pollution, Excess Workers' Compensation, Medical Malpractice, Aviation, Crime and a number of other specialty coverages, in addition to risk management and safety consulting services.

Public Transportation Experience

Driver Alliant is well established in the public transportation sector through our relationships with high profile transit authority and district clients, and through our larger county and municipal clients that operate transit systems. SCMTD will benefit from our thorough knowledge of your industry and the nuances of needed coverage. Notable existing clients include California Transit Insurance Pool (CalTIP), Alameda-Contra Costa Transit Authority (AC Transit), San Francisco Municipal Railway (MUNI), Santa Clara Valley Transportation Authority (VTA), Non Profits' United, Washington State Transit Insurance Pool and Ohio Transit Insurance Pool. A representative list of municipal clients that operate transit systems include the cities of Long Beach, the Big Blue Bus system in Santa Monica, Pasadena, and Fresno among others.



IV. CLIENT COMMUNICATION

Driver Alliant maintains a staff of over 60 individuals dedicated to providing services to Public Entities both in California and out of state. One of the primary duties of senior staff is to keep each other informed of new insurance markets that are successfully working with Public Entities or have a desire to develop a relationship with our clients. We work with carriers both domestic and foreign, captives and nationwide risk retention groups.

We started to warn our clients two years ago of changing market conditions and worked diligently to keep our clients informed as conditions developed throughout the spring, summer and continuing to this day.

Internally, we send almost weekly notices to our clients, called "Today's News" and "Market Status Report"; each developed by our Home Office to keep us advised on new market opportunities and the developing conditions of susceptible carriers, such as the California State Fund for Workers' Compensation. As appropriate, we forward these notices to our clients, via e-mail, fax and/or within presentations. Several copies of recent "Today's News" emails and articles are included in the addendum. We are frequent speakers and presenters on insurance, market and risk management issues and have spoken this year at PARMA, CAJPA and CASBO, as well as individually for our valued public sector clients.



SCMTD

Santa Cruz Metropolitan Transit District



METRO

**Response to Proposal for Licensed Broker Services for
Excess Workers' Compensation Coverage – RFP #03-02**

VI. MARKET REPORT

The insurance market continues to be distressed. Both the primary and excess Workers Compensation markets are impacted in California. California is suffering the worst marketing climate in Workers Compensation insurance since the repeal of the minimum rate laws and enactment of open rating on January 1, 1995. After years of aggressive pricing coupled with a strong economy, Workers' Compensation insurers have in the past 2-3 years experienced declining underwriting results in an environment that saw disappointing investment returns and increasing costs for occupational medicine.

Despite the implementation of effective cost containment strategies, particularly with managed care, carriers have not been able to withstand the consequences of inadequate price levels caused by an aggressively competitive market in the immediate years following open rating. Carriers are also very concerned with the increasing benefit levels mandated by AB 749, being implemented in stages over the next 3 years. In this harsh environment, several carriers have withdrawn from California, either directly by financial hardship, or through a practical manner by refusing to write business and/or by increasing rates substantially.

The state's rate-making authority, WCIRB, increased rates by an average of 22.7% of January 1, 2002, then another 12% January 2003. Further California's Department of Insurance approved another WCIRB mid-term increase effective July 1, 2003. We have seen prices for Excess Workers' Compensation increase 10-fold; often with substantial increases in the self-insured retention (SIR) and diminished coverage limits from Statutory to \$1 0,000,000.

Included in the Addendum are Workers' Compensation Marketing Reports that we send frequently to clients. This is just one of the many methods utilized by us to keep our clients informed.

**VII. EXCESS WORKERS' COMPENSATION PROPOSAL
 MARKETING RESULTS**

Current Program (2002 -- 2003): Non-Renewed

Policy Period:	October 23, 2002 - October 23, 2003	Premium Basis:	Per \$100 of Payroll
Carrier:	Employers Re	Premium Rate:	unknown
AM Best Rating:	A+ XV	Premium:	Approx \$84,000
Limits:	\$1 0,000,000 Workers Compensation Each accident or each employee for disease \$ unknown Employers Liability Each accident or each employee for disease \$ unknown Each Occurrence Aggregate \$ unknown Aggregate limit for all occurrences during policy period		
Self-Insured Retention:	\$ 350,000. Self Insured Retention		

For the 2003-2004 term, we worked with six markets and approached many others on SCMTD's behalf. The following table recaps our marketing efforts and results for the SCMTD:

Marketing Results (2003 - 2004):

<i>Carrier</i>	<i>AM Best</i>	<i>Outcome</i>
CSAC-CPEIA	A X	Proposed: Indication given. Only program that would maintain 350k SIR and WC limits of \$50,000,000. Multiple options.
Republic Western	A+ XII	Proposed: Minimum SIR is \$750,000, with \$10,000,000 WC Limit. Multiple options
AIG	A+ XV	Declined: Not enough time to issue quote. Likely uncompetitive due to size and class
Midwest Employers Casualty Company	A VI	Indicated they would propose: No quotes received by our proposal issuance
Safety National	A VIII	Proposed: SIR of 1 million and WC limits of 10,000,000
CNA - Wexford Group	A XV	Declined: Class Code declination

9-6.81



Indicated Program(s) (2003/2004):

Recommended

JPA:	CSAC-CPEIA - Option 1*	Premium Basis:	\$14,330,113
AM Best Rating:	NA	Indication:	\$118,000
Limits:	\$50,000,000 Coverage A \$ 10,000,000 Employers Liability	Estimated Rate Per \$100:	0.82
Self-Insured Retention:	\$ 350,000	Minimum Premium:	NA

JPA:	CSAC-CPEIA - Option 2*	Premium Basis:	\$14,330,113
AM Best Rating:	NA	Indication:	\$82,600
Limits:	\$50,000,000 Coverage A \$ 1 0,000,000 Employers Liability	Estimated Rate Per \$100:	0.58
Self-Insured Retention:	\$ 500,000	Minimum Premium:	NA

JPA:	CSAC-CPEIA - Option 3*	Premium Basis:	\$14,330,113
AM Best Rating:	NA	Indication:	\$59,000
Limits:	\$50,000,000 Coverage A \$ 1 0,000,000 Employers Liability	Estimated Rate per \$100:	0.41
Self-Insured Retention:	\$ 750,000	Minimum Premium:	NA

*CSAC-CPEIA indications do not include the additional Driver-Alliant servicing fee of \$10,000.

Carrier:	Republic Western - Option 1	Premium Basis:	\$14,330,113
AM Best Rating:	A+ XII	Premium:	\$149,750
Limits:	\$1 0,000,000 Coverage A \$ 1 ,000,000 Employers Liability	Rate per \$100:	1.045
Self-Insured Retention:	\$1,000,000	Minimum Premium:	\$149,750

Carrier:	Republic Western - Option 2	Premium Basis:	\$14,330,113
AM Best Rating:	A+ XII	Premium:	\$195,750
Limits:	\$1 0,000,000 Coverage A \$ 1 ,000,000 Employers Liability	Rate Per \$100:	1.3611
Self-Insured Retention:	\$ 750,000	Minimum Premium:	\$195,750

96.82

METRO Response to Proposal for Licensed Broker Services for
Excess Workers' Compensation Coverage – RFP #03-02

Carrier:	Republic Western - Option 3	Premium Basis:	\$14,330,113
AM Best Rating:	A+ XII	Premium:	\$252,568
Limits:	\$1 0,000,000 Coverage A	Rate Per \$100:	1.7625
	\$ 1 ,000,000 Employers Liability	Minimum	\$252,568
Self-Insured Retention:	\$500,000	Premium :	

Carrier:	Safety National	Premium Basis:	\$14,330,113
AM Best Rating:	A VIII	Premium:	\$98,878
Limits:	\$1 0,000,000 Coverage A	Rate per \$100: 0.69	
	\$ 1 ,000,000 Employers Liability	Deposit and	
Self-Insured Retention:	\$1,000,000	Minimum	\$798,878
		Premium:	

Carrier:	Midwest Employers -	Premium Basis:	\$14,330,113
AM Best Rating:	A VI	Premium:	Not received at time of printing
Limits:	\$25,000,000 Coverage A	Rate Per \$100:	
	\$ 1 ,000,000 Employers Liability	Minimum	
Self-Insured Retention:	\$1,000,000	Premium:	

9-6.83

COVERAGE RECCORIENDATION:

We recommend SCMTD place workers' compensation excess coverage with the CSAC-CPEIA JPA. CSAC-CPEIA was the only program offering :

- The current \$350,000 SIR
- Workers' Compensation limits of \$50,000,000

In addition, CSAC-CPEIA offers **Loss Control Services** and the most competitive rate indication. CSAC-CPEIA is the largest JPA in California, consisting of the majority of the States Counties as well as many Special Districts.

The well-funded and secure JPA offers SCMTD the most cost-effective program along with the highest coverage limits. *Further JPA information is placed in the addendum.*

Please note, although the indication is a annual quote, the final quote will be pro-rated to July 1, 2004 as CSAC-CPEIA has a common July 1 expiration/renewal date for all members.

VIII. BROKER COMPENSATION

Broker shall be paid via commissions from the carrier for all insurance placements made by broker. The exception to this is the CSAC-CPEIA program indication. In addition to any fees and commissions within the program indication, an additional Driver-Alliant consulting/administration fee of \$10,000 will be billed directly to the District.

Driver-Alliant agrees to enter into a contract similar to the sample attached to RFP #03-02, amended to reflect compensation as defined above. This agreement to enter into a contract is good for 90 days.

In the event that additional services are requested, broker and SCMTD shall agree in advance to any additional costs.



We wish to thank the Santa Cruz Metropolitan Transit District for the to present the capabilities and benefits of Driver Alliant Insurance Services. We look forward to working with Santa Cruz Metropolitan Transit District for the 2003 -04 policy term and beyond.

*Driver Alliant Insurance Services
September 5, 2003*

9-6-85



ADDENDUM

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JOINT POWERS AGREEMENT
CREATING THE CSAC EXCESS INSURANCE AUTHORITY

This Agreement is executed in the State of **California** by and among those counties organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. The CSAC Excess **Insurance Authority** was formed under the sponsorship of CSAC. All such counties, hereinafter called member counties, shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article **1**, Chapter 5, Division 7, **Title 1** of the California Government Code (Section **6500** et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, **Article 16**, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of **power** agreements **shall** not be **considered** the giving or lending of credit as **prohibited** therein; and

WHEREAS, California **Government Code** Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local **public** entity is a proper charge against the focal **public** entity; and

WHEREAS, California Government Code Section **990.8** provides that two or more local entities may, by a joint **powers** agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code **Section 990.4** and such **pooling** of self-insured claims or losses is not considered **insurance** nor subject to regulation under the Insurance Code; and

WHEREAS, the counties executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority:

"Claim" shall mean a claim made against a member county arising out of an occurrence which is covered by an excess insurance program of the Authority in which the member county is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code.

"Insurance program" or "program" shall mean a program of the Authority under which participating counties are protected against designated losses, either through joint purchase of excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board. The Board of Directors or the Executive Committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member county, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of the Authority in which the member county is a participant

"Member county" shall mean any county which, through the membership of its supervisors in CSAC, has executed this Agreement and become a member of the Authority. "Member county" shall also include those entities or other bodies set forth in Article 3 (b).

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county is a member.

"Participating county" shall mean any member county which has entered into a program offered by the Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member county which is retained as a liability or potential liability of the county and is not subject to payment by the Authority.

"Reinsurance" shall mean insurance purchased by the Authority as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2

PURPOSES

This Agreement is entered into by the member counties in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, central loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3
PARTIES TO AGREEMENT

(a) Each member county, as a party to this Agreement, certifies that it intends to and does contract with all other member counties as parties to this Agreement and, with such other counties as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating county. Each member county also certifies that the removal of any party from this Agreement, pursuant to Articles 29 or 31, shall not affect this Agreement or the member county's obligations hereunder.

(b) A member county for purposes of providing insurance coverage under any program of the Authority, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member county requests to be added and from the time that such request is approved by the Executive Committee of the Authority.

(c) Any public entity so added shall be subject to and included under the member county's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(d) Such public entity shall not be considered a separate party to this Agreement. Any public entity so added, shall not affect the member county's representation on the Board of Directors and shall be considered part of and represented by the member county for all purposes under this Agreement.

(e) The Executive Committee shall establish guidelines for approval of any public entity so added in accordance with Article 3(b) and (c).

(f) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4
T E R M

9-6.89

This Agreement shall become effective when executed and returned to the Authority by at least two-thirds (2/3) of the member counties. The Authority shall promptly notify all member counties in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5
CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby ~~created~~ a ~~public~~ entity separate and apart from the parties hereto, to be known as the CSAC Excess Insurance Authority, with ~~such~~ powers as are hereinafter set forth.

ARTICLE 6
POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to counties in California and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into ~~contracts~~.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of ~~property, contributions~~ and donations of property, funds, services, and other forms of ~~assistance~~ from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to ~~settle~~ any claim against it.
- (e) To receive and use ~~contributions~~ and advances from member counties as provided in Government Code Section 6504, ~~including contributions~~ or advances of ~~personnel~~, equipment, or ~~property~~.
- (f) To invest any money in its treasury that is ~~not~~ required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) ~~To~~ carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

9-6.90 4

ARTICLE 7
BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed of one director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.

Any vacancy in a director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the member counties, action of the Board shall require the affirmative vote of a majority of the members present and voting; provided, that any action which is restricted in effect to one of the Authority's insurance programs, shall only require the affirmative vote of a majority of those members present and voting who represent counties participating in that program.

At any meeting at which a quorum is initially present the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above stated proviso concerning actions restricted to one program and to special voting requirements stated elsewhere in this Agreement

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the member counties or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board shall form an Executive Committee, as provided in Article 11; The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board except adoption of the Authority's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

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(d) The Board may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of the Authority. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.

(e) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(g) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board, directly or through the Executive Committee, shall provide for necessary services to the Authority and to member counties, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, daims adjusting, and legal services.

(i) The Board shall provide general supervision and policy direction to the General Manager/Secretary.

(j) The Board shall receive and act upon reports of the committees and the General Manager/Secretary.

(k) The Board shall act upon each daim involving liability of the Authority, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board shall establish monetary limits upon any delegation of daims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(l) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member county, insofar as those functions affect the liability or potential liability of the Authority. The Board may forward any or all such recommendations to the county with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board may, upon consultation with a casualty actuary, dedare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties which have contributed to such fund.

(o) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The General Manager/Secretary of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

(c) All meetings of the Board, the Executive Committee and such committees as established by the Board pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its members a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of nine members: the President and Vice President of the Board, and seven members elected by the Board from its membership.

The terms of office of the seven non-officer members shall be as provided in the Bylaws of the Authority.

The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

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The Board of Directors may establish committees, as it deems appropriate to conduct the business of the Authority. Members of the committees shall be appointed by the Board, to serve two year terms, subject to reappointment by the Board. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board as directed by the Board.

ARTICLE 13

STAFF

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) General Manager/Secretary. The General Manager/Secretary shall administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Article 16 of this Agreement Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (ad).

(3) Auditor. The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6565.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (ad).

(b) Charges for Treasurer and Auditor Services.- Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.

(c) Other Staff. The Board, Executive Committee or General Manager/Secretary shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

ARTICLE 14

DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS

(a) Program Coverage. Insurance programs of the Authority may provide coverage, including excess insurance coverage for.

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, ~~public officials errors~~ and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board shall determine, for each such program, a minimum number of county participants required for program implementation and may develop specific program cover-ages requiring detailed agreements for implementation of the above programs.

(b) Program and Authority Funding. The member counties developing or participating in an insurance program shall fund ~~all~~ costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs by the Board, and shall be funded by the member counties developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board may, in its discretion, allocate a share of such Authority general expense to those member counties which are not developing or participating in any program, and require those counties to fund such share through a prescribed charge.

(1) Development Charge. ~~Development costs~~ of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program ~~following~~ the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.

The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.

Upon the conclusion of program development: any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.

(d) A member county shall not enter into any settlement involving liability of the Authority without the advance written consent of the Authority.

(e) The Authority, at its own election and expense, shall have the right to participate with a member county in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the Authority, may involve liability of the Authority.

ARTICLE 19
NEW MEMBERS

Any non-member county maintaining its membership in CSAC may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a vote of two-thirds of the members present and voting.

ARTICLE 20
WITHDRAWAL

(a) A member county may withdraw as a party to this Agreement upon thirty (30) days advance written notice to the Authority if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant-

(b) After becoming a participant in an insurance program, a member county may withdraw from that program only at the end of a policy year for the program, and only if it gives the Authority at least sixty (60) days advance written notice of such action.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any county from this Agreement and membership in the Authority, on a vote of two-thirds of the Board members present and voting. Such action shall have the effect of canceling the county's participation in all insurance programs of the Authority as of the date that all membership is canceled.

(2) Cancel any county's participation in an insurance program of the Authority, without canceling the county's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting who represent counties participating in the program.

The Board shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the county shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) A member county that does not enter one or more of the insurance programs developed and implemented by the Authority within the member county's first year as a member of the Authority shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member county which withdraws from all insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.

ARTICLE 22

EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a county's participation in an insurance program of the Authority is canceled under Article 21, with or without cancellation of membership in the Authority, and such cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to that county the amount of any unearned premium payment from the county for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above, a county which withdraws or is canceled from this Agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any premium or other payment to the Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such county may share in the distribution of assets of the Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled county which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said county's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a county shall pay any premium charges which the Board of Directors determines are due from the county for losses and costs incurred during the entire coverage year in which the county was a participant in such program regardless of the date of entry into:

such program. Such charges may include any deficiency in a premium previously paid by the county, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the county under Article 14 (b) (3); and any additional amount of premium which the Board determines to be due from the county upon final disposition of all claims arising from losses under the program during the entire coverage year in which the county was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the county in accordance with the Authority's invoice and payment policy.

(d) Those counties which who have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of the Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the counties for losses and costs which were incurred during the county's participation in any program.

ARTICLE 23

TERMINATION AND DISTRIBUTION OF ASSETS

(a) This Agreement may be terminated by three-fourths of the member counties, acting through their boards of supervisors; provided, however, that this Agreement and the Authority shall continue to exist after such election for the purpose of discharging all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority in each insurance program shall be distributed among those counties which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any county which was a participant in an insurance program of the Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the county was a participant regardless of the date of entry into such program.

ARTICLE 24

LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any

action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

**ARTICLE 25
BYLAWS**

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

**ARTICLE 26
NOTICES**

The Authority shall address notices, billings and other communications to a member county as directed by the county. Each member county shall provide the Authority with the address to which communications are to be sent. Member counties shall address notices and other communications to the Authority to the General Manager/Secretary of the Authority, at the office address of the Authority as set forth in the Bylaws.

**ARTICLE 27
AMENDMENT**

This Agreement may be amended at any time **by a vote of two-thirds of the member** counties, acting through their boards of supervisors.

**ARTICLE 28
PROHIBITION AGAINST ASSIGNMENT**

No member county may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any county shall have any right, claim or title to any part, share, interest fund, premium or asset of the Authority.

**ARTICLE 29
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 30
EFFECTIVE DATE OF AMENDMENTS**

Any amendment of this Agreement shall become effective upon the approval of any Amended Agreement by the board of supervisors of two-thirds of the member counties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between the Authority and a member county, the following procedures are to be followed:

(a) Request for Reconsideration. The member county will make a written request to the Authority for the appropriate Committee to reconsider their position, citing the arguments in favor of the member county and any applicable case law that applies. The member county can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider the Authority's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member county

requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member county is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member county. If the member county requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member county is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then of course the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member county and the Authority.

(e) Litigation. If, after following the dispute resolution procedure paragraphs ad, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32

FILING WITH SECRETARY OF STATE

The General Manager/Secretary of the Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

COUNTY OF: _____

BY: _____

Seal:

•



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APPENDIX A
JOINT POWERS AGREEMENT
CREATING THE CSAC EXCESS INSURANCE AUTHORITY

MEMBER COUNTIES (AS OF JULY 1999)

- ALAMEDA
- ALPINE
- AMADOR
- BUTTE
- CALAVERAS
- COLUSA
- CONTRA COSTA
- DEL NORTE
- EL DORADO
- FRESNO
- GLENN
- HUMBOLDT
- IMPERIAL
- INYO
- KERN
- KINGS
- LAKE
- LASSEN
- MADERA
- MARIN
- MARIPOSA
- MENDOCINO
- MERCED
- MODOC
- MONO
- MONTEREY
- NAPA
- NEVADA
- PLACER
- PLUMAS
- RIVERSIDE
- SACRAMENTO
- SAN BENITO
- SAN BERNARDINO
- SAN DIEGO
- SAN JOAQUIN
- SAN LUIS OBISPO
- SANTA BARBARA
- SANTA CLARA
- SANTA CRUZ
- SHASTA
- SIERRA
- SISKIYOU
- SOLANO
- SONOMA
- STANISLAUS
- SUTTER
- TEHAMA
- TRINITY
- TULARE
- TUOLUMNE
- YOLO
- YUBA

BYLAWS OF THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY

ARTICLE I. DEFINITIONS

The definitions of terms used in these Bylaws shall be the same as are contained in the Agreement Creating the California Public Entity Insurance Authority, hereinafter called the Agreement, unless otherwise expressly provided.

ARTICLE II. OFFICES

The Authority's principal office for the transaction of business is located at 3017 Gold Canal Drive, #300, Rancho Cordova, CA 95670. The Board of Directors may change the location of the principal office from time to time. The Board may establish one or more subordinate offices at any place or places where the Authority is qualified to do business.

ARTICLE III. MEETINGS OF THE BOARD OF DIRECTORS

1. Regular Meetings

(a) TIME HELD

The Board of Directors shall hold a minimum of two (2) meetings per year. Unless otherwise changed by a **majority vote** of the Board of Directors at a regular meeting, the meetings shall be held at the call of the Chair of the Board.

(b) BUSINESS TO BE TRANSACTED

The Board may transact any business within its powers, and receive reports of the operations and affairs of the Authority.

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(c) NOTICE

Written notice of the meetings of the Board shall be delivered to each director at least seven (7) days in advance of the meeting. The notice shall specify:

- i. The place, date and hour of the meeting.
- ii. Those matters which are intended to be presented for action by the Board
- iii. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the members.

2. Special Meetings

A special meeting of the Board of Directors and/or of the members in any program may be called at any time by the President of the Board, or by a majority of the members of the Board or such members subject to the requirement for ~~24-hour~~ written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

3 . Place of Meeting

Each regular or special meeting of the Board of Directors or members in any program **shall be** held at a place within the State of California designated by the Board of Directors at its preceding meeting, or the President of the Board.

4. Adjourned Meetings

The Board of Directors may adjourn any regular or special meeting to a time **and** place specified in the order of adjournment, whether or not a quorum has been established. If a quorum is not established, no business **other** than adjournment may be transacted.

A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of an adjourned meeting shall be necessary, unless the adjournment is for a period of 30 days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

5. Quorum Requirements

(a) Seven (7) members of the Board shall constitute a quorum for the transaction of business. All actions of the Board shall require the affirmative votes of a majority of the members present at a meeting duly held at which a quorum is present. If a quorum is initially present at a meeting, the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken is approved by at least a majority of the number required to constitute a quorum.

ARTICLE IV. ELECTION OF BOARD MEMBERS AND OFFICERS

Board members and Officers of the Authority shall be elected by mail in ballot conducted under the direction of the Board. The Board shall adopt rules and procedures for the conduct of the elections, which shall include, but not be limited to, a nominating committee which shall be responsible for determining a slate of candidates. Election of Board members and Officers shall be by a majority vote of those responding. In order for the election to be valid, a response rate of at least one-third of the membership is required. Should there be a tie vote for the election of any Board member or Officer, the winner will be determined in accordance with the adopted rules and procedures for the conduct of elections. The names of nominated candidates shall be mailed to all members no later than October 1 of each year. Ballots shall be returned no later than November 1st. Elected Board members and Officers shall take office on, January 1st.

ARTICLE V. THE BOARD OF DIRECTORS

1. Membership

The Board of Directors shall consist of an elected President and Vice-President and such other members as are provided for in the Agreement. The Board may appoint Legal Counsel who shall serve in an advisory capacity to the Board of Directors.

2. Terms of Office

The terms of office for the elected Board members shall be for two (2) year staggered terms. Terms of office for members appointed as Board members from EIA Executive Committee shall be for a one (1) year term. All terms of office run from January 1st to December 31st.

3. Removal and Vacancies

A vacancy in any non-officer position on the Board, because of death, resignation, removal, **disqualification**, or any other cause, shall be filled by election of the members. Pending action by the members, the Board may fill a vacancy on an **interim** basis.

The Board shall review continued membership of any Board member who misses more than 50% of the meetings in any calendar year or who misses two consecutive meetings and may consider removal of any such Board member.

ARTICLE VI. OFFICERS

1. Duties of the President

The President shall preside at and conduct all meetings of the Board. Duties of the President, and the Vice President in the President's absence, shall also include sitting as an ex-officio, non-voting member of the EIA Executive Committee.

2. Duties of Vice President

In the absence of the President, the Vice President shall perform all duties assigned to the President by the Agreement and by these Bylaws.

3. Terms of Office

The terms of office of the President and Vice-President shall be for one (1) year.

4. Removal and Vacancies

The Board of Directors may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the membership.

ARTICLE VII. COMMITTEES

1. Establishment of Committees

In accordance with Article I2 of the Agreement the Board may create those committees it deems appropriate to carry out the work of the Authority. The Board may designate those committees that are advisory only, and may from time to time provide powers and duties to any committee, as the Board deems appropriate. The committees may -develop, evaluate and review all matters pertaining to the business of the Authority, as well as any of its programs and services.

2. Committees Created by Memorandums of Understanding

The Board of Directors may, from time to time, approve development of insurance programs through Memorandums of Understanding (MOU). Those programs may create committees through the MOU to act for and on behalf of such programs. Any committee so created, except as otherwise provided in any applicable MOU, shall be established and act in accordance with the provisions of Article' 12 and these Bylaws.

3. Appointment of Members

By adoption of these Bylaws, the Board of Directors may delegate to a committee or to its members the appointment of the members of the

Committees, such appointment to be in accordance with the provisions as set forth in Article 9 of the Agreement.

4. Committee Meetings

(a) Committees shall meet upon the call of their chairs. Written notice of meetings shall be in accordance with the provisions of Article III (1). (c). Special meetings shall be called and noticed in accordance with the provisions of Article III (2).

A majority of the members of- the respective Committees shall constitute a quorum for the transaction of business. All actions of the Committees shall require the affirmative votes of a majority of the members present at a meeting duly held at which a quorum is present. At any meeting at which a quorum is initially present the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, provided that no action shall be valid or binding unless approved by a majority of the members of the Board.

ARTICLE VIII. DELEGATION OF AUTHORITY

1. Adoption of Resolutions

As provided in Article 9 of the Agreement, the Board of Directors may adopt such resolutions as are deemed necessary in the exercise of its power and duties, including the delegation of certain powers and duties to its committees. Any resolutions so adopted by the Board are by this reference incorporated herein as though fully set forth.

2. Adoption of other Policies and Procedures

As also provided in Article 9 of the Agreement, the Board of Directors is vested with authority to exercise all powers and conduct all business of the Authority'. In furtherance of that authority, the Board of Directors shall develop and implement such policies and procedures, not otherwise prohibited by the Agreement or law, as they from time to time deem necessary to aid and assist in

the conduct of the business of the Authority. Any such policies and procedures as adopted are by this reference incorporated herein as though fully set forth.

ARTICLE IX. MISCELLANEOUS

1. Execution of Contracts

The Board of Directors may authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature. Any officer, staff member, or agent so authorized, or his/her designee, may enter into such contracts and authorize such payments as are approved in the Authority's budget, renew any existing contract or authorize any payment which does not exceed \$10,000.00. Except as otherwise provided, no officer, staff member or agency shall have any power to bind the Authority by contract.

2. Authorization of Payments

All invoices, billings, and claims of members for payment of losses under an insurance program shall be approved and signed by the following before payment by the Treasurer:

- (a) President of the Board or,
- (b) The Vice President of the Board and,
- (c) Designated staff member, agent, or his/her designee.

3. Rules of Procedure for Meetings

All meetings of the Board of Directors, and other committees or bodies of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

ARTICLE X. FISCAL YEAR

The fiscal year of the Authority shall be from July 1 to June 30.

ARTICLE XI. CLAIMS SETTLEMENT AUTHORITY

In accordance with Article 9, paragraph (k) of the Agreement, by adoption of these Bylaws, the Board of Directors may delegate to a committee part or all of its settlement authority up to the full limit of coverage for liability involving coverage under any established program of the Authority.

ARTICLE XII. AMENDMENTS

These Bylaws may be amended at any time by a majority vote of the Board of Directors. Following adoption of amendments, the General Manager/Secretary shall prepare and distribute a revision of the Bylaws to all members.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am presently the Secretary of the California Public Entity Insurance Authority and that the above Bylaws, consisting of eight (8) pages are as adopted at a meeting of the Board of Directors held on October 4, 2001.

DATE:

Executed at Rancho Cordova, California

BY:

MICHAEL FLEMING
GENERAL MANAGER/SECRETARY/TREASURER

9-6-115 29

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION MEMORANDUM
OF COVERAGE FOR A QUALIFIED SELF-INSURED "COVERED
PARTY" OF WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY**

CSAC Excess Insurance Authority (hereinafter Authority) agrees with the **"Covered Party"** named in the Declarations made a part hereof, in consideration of the payment of the premium **and** subject to all of the terms of this Memorandum, as follows:

INSURING AGREEMENTS

- I. **APPLICATION OF MEMORANDUM:** This Memorandum applies to **"loss"** sustained by the **"Covered Party"** because of liability imposed upon the **"Covered Party"** by:
- A. **The "Workers' Compensation Act"** of each state named in Item 3 of the Declarations, or
 - B. **The "Workers' Compensation Act"** of a state not named in Item 3 of the Declarations, provided that the state(s) named in Item 3 of the Declarations is **the state(s) of the injured "employee's"** normal employment or residence, or
 - C. **"Employers' Liability"**

on account of **"Bodily Injury"** or **"occupational disease"** sustained by **"employees"** of the **"Covered Party"**, while engaged in operations of the **"Covered Party"**, as a result of **"occurrences"** taking place during the coverage period and while this Memorandum is in force.

The indemnity afforded by this Memorandum under Insuring Agreement I C for **"loss"** because of liability imposed by **"Employers' Liability"** applies only as respects such operations in the named states including, however, **"employees"** who are employed and are regularly engaged in such operations in the named states but who may be temporarily outside the named states in connection with such operations within the named states. As respects liability imposed by **"Employers' Liability"** the Authority shall have no obligation to indemnify the **"Covered Party"** for damages imposed in any lawsuit brought in, or any judgment rendered by, any court outside of the United States of America, its

territories or possession, or Canada, or to any action on such judgment wherever brought.

- II. **RETENTION AND INDEMNITY:** As respects "loss" which the "Covered Party" sustains as a result of each "occurrence", the "Covered Party" shall retain "loss" in the amount of the "Covered Party's" Retention specified in Item 4 (a) of the Declarations and the Authority agrees to indemnify the "Covered Party" against "loss" in excess of such Retention. Notwithstanding the application of this Memorandum to "loss" sustained by the "Covered Party" under Subsections A, B and C of Agreement I, and regardless of the number of entities named in Item 1 of the Declarations, the maximum amount of the "Covered Party's" Retention and the maximum limit of the Authority's indemnity hereunder shall not exceed the amounts specified in Items 4 (a) and 4 (b) of the Declarations.

DEFINITIONS

Wherever used in this Memorandum.

- I. **"BODILY INJURY":** The term "bodily injury" shall include death resulting therefrom but shall not include "occupational disease";
- II. **"COMMUNICABLE DISEASE"** shall mean a disease caused by an infectious organism, which is transmissible from one source to another, directly or indirectly;
- III. **"COVERED PARTY"** shall include all entities named in Item 1 of the Declarations and any named insured as defined by any Workers' Compensation Act;
- IV. **"EMPLOYEE":** The word "employee" shall mean, as respects liability imposed upon the "Covered Party" by the "Workers' Compensation Act" of any state, any person performing work which renders the "Covered Party" liable under any "Workers' Compensation Act", provided such person's normal employment or residence is located in a state named in Item 3 of the Declarations, for "bodily injury" or "occupational disease" sustained by such person;
- V. **"EMPLOYERS' LIABILITY":** The term "Employers' Liability" shall not include any "Bodily Injury" arising out of the course and scope of employment;

- VI. **“JOINT POWERS AGREEMENT”** or **“AGREEMENT”** shall mean the Joint Powers Agreement, as amended, creating the CSAC Excess Insurance Authority;
- VII. **“LOSS”**: The word **“loss”** shall mean only such amounts as are actually paid by the **“Covered Party”** in payment of benefits under the applicable **“Workers’ Compensation Act”**, or in payment of amounts imposed upon the **“Covered Party”** by **“Employers’ Liability”**, in settlement of claims for such benefits or damages, or satisfaction of awards or judgments for such benefits and damages, including court’ costs, interest upon awards or judgments and allocated investigation, adjustment and legal expenses, but the term **“loss”** shall not include as expenses, salaries paid to **“employees”** of the **“Covered Party”**, nor fees and retainers paid to any service organization;
- VIII. **“OCCUPATIONAL DISEASE”**: The term **“occupational disease”** shall include death resulting therefrom and cumulative injuries;
- IX. **“OCCURRENCE”**: (A) All **“Bodily Injury”** sustained by one or more **“employees”**, as a result of a single accident, shall be deemed to arise from a single **“occurrence”**. (B) **“Occupational disease”** sustained by each **“employee”** shall be deemed to arise from a separate **“occurrence”**, and the **“occurrence”** shall be deemed to take place on the last day of the last exposure, in the employment of the **“Covered Party”**, to conditions causing or aggravating the disease. C) All **“Occupational Disease”** sustained by one or more **“employees”** as a result of an outbreak of the same **“communicable disease”** shall be deemed to arise from a single **“occurrence”**. An outbreak of the same **“communicable disease”** that spans more than one coverage period shall be deemed to take place during the first such coverage period;
- X. **“PAYROLL”** shall mean payroll computed in accordance with the rules set forth in the California Workers’ Compensation Insurance Manual published by the Workers’ Compensation Insurance Rating Bureau;
- XI. **“WORKERS’ COMPENSATION ACT”**: The term **“Workers’ Compensation Act”** shall include any separate **“Occupational Disease”** Act, but shall not include the Non-Occupational Disability Benefit Provisions of any such Act.

EXCLUSIONS

This Memorandum shall not apply to:

- I. Punitive or Exemplary Damages, fines or penalties assessed against or imposed upon the **“Covered Party”**:
 - A. On account of **“bodily injury”** or **“occupational disease”** sustained by any **‘<employee’**; or
 - B. Because of the conduct of the **“Covered Party”** or any of its agents (i) in the investigation, trial or settlement of any claim for benefits under the applicable **“Workers’ Compensation Act”** or for damages at law, or (ii) in failing to pay or delaying the payment of any such benefits or damages: or
 - C. On account of violation of any statute or regulation; or
 - D. **“Bodily Injury”** intentionally caused or aggravated by **“Covered party”** ; o r
 - E. **“Bodily Injury”** arising out of termination of employment; or
 - F. **“Bodily Injury”** arising out of the coercion, demotion, reassignment, discipline, defamation, harassment or humiliation of, or discrimination against any employee .
- II. Under Paragraph C of Insuring Agreement I, to liability assumed by the **“Covered Party”** under any contractual agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the **“Covered Party”** will be done in a workmanlike manner;
- III. This memorandum shall not apply to the **“Covered Party’s”** obligation to pay salary in lieu of temporary disability benefits as required by Labor Code Section 4850, except to the extent that the **“Covered Party”** or the Authority would be obligated to pay temporary disability benefits if Labor Code Section 4850 did not apply.
- IV. This memorandum shall not apply to the **“Covered Party’s”** obligations pursuant to Labor Code 4856. This code section obligates the employer to provide health

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benefits to the surviving spouse and/or minor children of any fire fighter or peace officer killed in the performance of his or her duty or who dies as a result of an accident or injury caused by external violence or physical force incurred in the performance of his or her duty. The costs associated with these obligations are recognized as State mandated costs and are, therefore, recoverable from the State.

V. As to the cover-ages described in Section 1(A), **“Covered Party”** shall be responsible for any payments in excess of the benefits regularly provided by the workers’ compensation law including the following, and any payment by **“Covered Party”** in excess of the benefits regularly provided by the workers’ compensation law, including the following, shall not be included in computing the retention amount stated in Item 4(a) of the Declarations:

A. Discharge, coercion, or other discrimination against any employee in violation of the workers’ compensation law including but not limited to claims relating to or in any way arising out of California Labor Code §132a.

CONDITIONS

I. **SELF-INSURANCE:** In the case of operations conducted by any person, firm or organization named in the Declarations as the **“Covered Party”**:

A. As respects which such **“Covered Party”** has rejected the **“Workers’ Compensation Act”** of any of the named states or any part of such act, or

B. Which are subject to the **“Workers’ Compensation Act”** of any such state and are conducted at a time when such **“Covered Party”** is not a duly qualified self-insurer under such **“Workers’ Compensation Act”** as respects such operations,

the amount of **“loss”** resulting from such operations shall, for the purpose of this Memorandum, be considered not to exceed the amount of **“loss”** which would have been produced had such operations been subject to such act and had such **“Covered Party”** been a duly qualified self-insurer under such **“Workers’ Compensation Act”** as respects such operations at the time such operations were conducted, but in no event shall this Memorandum apply to **“loss”** arising out of operations as respects which the **“Covered Party”** carries fill coverage: for Workers’ Compensation and Employer’s Liability.

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- II. **PREMIUMS:** The costs of the CSAC Excess Workers' Compensation Program shall be assessed to participating **"Covered Parties"** by the Board of Directors of the Authority and are herein referred to as premiums. Such premiums shall be calculated in accordance with Articles XIV(b)(2) and XIV(b)(3) of the **"Joint Powers Agreement"**.
- III. This Memorandum shall apply to loss on account of **"Bodily Injury"** or **"Occupational Disease"** sustained by volunteer workers performing duties for or on behalf of the **"Covered Party"** while acting within the scope of their duties on behalf of the **"Covered Party"** providing that the Governing Board of the **"Covered Party"** has first adopted a resolution as provided in Division 4, Part 2, Chapter 2, Article 2, of the California Labor Code declaring such volunteer workers to be employees of the **"Covered Party"** for purposes of the workers' compensation law and has filed a certified copy of such resolution with the Authority.
- IV. **ADMINISTRATION AND REPORTING OF CLAIMS:** The **"Covered Party"** shall be responsible for the investigation, settlement, defense or appeal of any claim made or suit brought, or proceeding instituted against the **"Covered Party"**, and the **"Covered Party"** shall have the duty to give immediate notice to the Authority upon learning of any of the following:
- A. Any **"occurrence"** for which total reserves exceed 50% of the **"Covered Party's"** Retention.
 - B. Any **"occurrence"** which causes serious injury to two or more **"employees"**;
 - C. Any **"occurrence"** which results in:
 - 1. A fatality;
 - 2. An amputation of a major extremity;
 - 3. Any serious head injury (including skull fracture or loss of sight of either or both eyes);
 - 4. Any injury to the spinal cord;
 - 5. Any disability where it appears reasonably likely that there will be disability of more than one (1) year;
 - 6. Any second or third degree burn of 25% or more of the body;

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7. A permanent total disability as defined in the Workers' Compensation Act of the State of California;

D. The reopening of any case in which a further award might exceed 50% of the **"Covered Party's" SIR**.

The **"Covered Party"** shall not make any voluntary settlement or voluntarily make a lump sum payment or commutation or one time payment in lieu of periodic indemnity payments to **"employees"** or their dependents involving **"loss"** to the Authority except with the written consent of the Authority.

The **"Covered Party"** shall forward promptly to the Authority any requested information on individual **"occurrences"**, claims or cases, and shall render to the Authority within thirty (30) days after the close of each Loss Reporting Period specified in Item 6 of the Declarations an experience report upon a form satisfactory to the Authority showing in detail the amount disbursed during the preceding Loss Reporting Period in settling claims and the estimated future payments on or reserves for outstanding claims.

The Authority, at its own election and expense, shall have the right to participate **with the "Covered Party" in**, or to assume in the name of the **"Covered Party"**, control over the investigation, settlement, defense or appeal of any claim, suit or proceeding which might involve liability of the Authority.

V. SERVICE ORGANIZATION: As a condition precedent to recovery hereunder, it is agreed that the **"Covered Party"** will engage one or more service organizations and/or in-house staff acceptable to the Authority to perform on behalf of the **"Covered Party"**, and without charge to the Authority, such services as may be acceptable to the Authority during the currency of this Memorandum and until the final settlement of all claims arising out of **"occurrences"** which take place while this Memorandum is in force. The performance of such services shall not constitute any undertaking on behalf of the Authority, nor relieve the **"Covered Party"** of any of its obligations under the terms of this Memorandum.

VI. ASSISTANCE AND COOPERATION: In the event the Authority elects to participate **with the "Covered Party" in**, or to assume in the name of the **"Covered Party"**, control over the investigation, defense or appeal of any claim, suit or proceeding, the **"Covered Party"** shall cooperate to the fullest extent with the Authority and its representatives.

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Upon the Authority's request the **"Covered Party"** shall direct its service organization and/or other representatives to cooperate with and assist the Authority in all matters relative to such investigation, settlement, defense or appeal.

If the Authority elects to assume control as described above, the Authority shall give written-notice of such election to the **"Covered Party"**. Upon receipt of such written notice the **"Covered Party"** shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense other than such immediate medical or other services at the time of injury as are required by the **"Workers' Compensation Act"** or such immediate medical and surgical relief as may become imperative at the time of an **"occurrence"**.

VII. LOSS PAYABLE: The Authority shall pay any "loss" for which it may be liable under this Memorandum **in the** following manner:

A. As respects Paragraphs A and B of Insuring Agreement I, payment shall first be made by the **"Covered Party"** in accordance with the provisions of the Workers' Compensation Law, and the Authority shall reimburse the **"Covered Party"** for such **"loss"** periodically, at intervals of not less than one (1) month, upon receipt from the **"Covered Party"** of proper proofs of payment.

B. As respects Paragraph C of Insuring Agreement I, liability under this Memorandum with respect to **any "occurrence"** shall not attach unless and until the Authority's liability shall have been fixed and rendered certain either by final judgment against the **"Covered Party"** after actual trial or by written agreement of the **"Covered Party"**, the claimant and the Authority. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this Memorandum.

VIII. SUBROGATION: In the event of any payment under this Memorandum, the Authority shall be subrogated, to the extent of such payment, to all the **"Covered Party's"** rights of recovery therefore and the **"Covered Party"** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Authority shall first be reimbursed to the extent of- its actual

payment hereunder. If any balance then remains said balance shall be applied to reimburse the **“Covered Party”**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **“Covered Party”** and the Authority in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Authority, the expenses thereof shall be borne by the Authority.

- IX. **INSPECTION AND AUDIT:** The Authority shall be permitted but not obligated to inspect **the “Covered Party’s”** operations at any time. Neither the Authority’s right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **“Covered Party”** or others to determine or warrant that such operations are safe or harmful, or are in compliance with any law, rule or regulation. The Authority may examine and audit the **“Covered Party’s”** books and records at any time during the currency hereof and until three (3) years **after** the final settlement of all claims or payments made on account of accident or disease occurring during the **term** of this Memorandum as far as such books and records relate to the subject matter of this Memorandum.
- X. **OTHER COVERAGE:** If the **“Covered Party”** has other coverage against a “loss” covered by this Memorandum the Authority shall not be liable to the **“Covered Party”** hereunder for a greater proportion of such **“loss”** than the amount which would have been payable under this Memorandum, had no such other coverage existed, bears to the sum of said amount and the amounts which would have been payable under each other Memorandum or policy applicable to such “loss”, had each such Memorandum or policy been the only Memorandum or policy so applicable.
- XI. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the **“Covered Party”** or any entity comprising the **“Covered Party”**, the Authority shall not be relieved thereby of the payment of any claims under this Memorandum because of such bankruptcy or insolvency.
- XII. **ASSIGNMENT:** No assignment of the **“Covered Party’s”** interest hereunder shall be binding upon the Authority unless its consent is endorsed hereon.
- XIII. **NOTICE OR PAYMENT:** If more than one entity is named in Item 1 of the Declarations, notices, stipulations and payments to or by the entity first named in Item 1 shall be binding upon all other entities named therein.

XIV. CHANGE OR WAIVER: The terms of this Memorandum shall not be waived or changed except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Authority.

XV. CANCELLATION: This Memorandum may be canceled by the "Covered Party" only at the end of the Coverage Period and then only by giving the Authority at least 60 days advance written notice of such cancellation. The Authority may cancel this agreement under the provisions of Article 21, Subsections (a)(1) and (a)(2), of the- "**Joint Powers Agreement**" by giving "**Covered Party**" at least 60 days advance written notice of the effective date of any cancellation under the foregoing provision. This agreement does not apply to any loss as a result of any occurrences taking place at or after the effective date of any such cancellation.

Any return of unearned premium in the event of cancellation by the Authority shall be determined pursuant to Article 22, Subsection (a) of the "**Joint Powers Agreement.**"

XVI. ACCEPTANCE: By acceptance of this Memorandum the "**Covered Party**" agrees that each of the persons, firms or organizations named in the Declarations as the "**Covered Party**" is, or upon learning of the necessity therefore will become qualified to operate with the permission of the proper authorities as a self-insurer under the "**Workers' Compensation Act**" of each of the states named in Item 4 of the Declarations; that the statements in the application for this Memorandum are the "**Covered Party's**" agreements and representations; that this Memorandum embodies all agreements existing between the "**Covered Party**" and the Authority or any of its agents relating to this insurance; and that full compliance by the "**Covered Party**" with all the terms of this Memorandum is a condition precedent to the Authority's liability hereunder.

XVII. CONFORMANCE WITH WORKERS' COMPENSATION LAW: Any term of this Memorandum which conflicts with any provision of the California Workers' Compensation Law is changed by this provision to conform to said law.

IN WITNESS WHEREOF, the Authority has caused this Memorandum to be executed and attested, but this Memorandum shall not be valid unless countersigned by an authorized representative of the Authority.

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**CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereafter "**MEMORANDUM**") is entered into by and between the California Public Entity Insurance Authority (hereafter "CPEIA"), the **CSAC** Excess Insurance Authority (hereafter "**EIA**") and the participating public entities (hereafter "**MEMBERS**") who are signatories to this **MEMORANDUM**.

1. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating the CPEIA (hereafter "**AGREEMENT**"), and all other provisions of the **AGREEMENT** not in conflict with this **MEMORANDUM** shall apply.
2. **PURPOSE.** CPEIA **MEMBERS** are signatories to this **MEMORANDUM** for the express purpose of joining the EIA's Excess Workers' Compensation (EWC) Program (hereafter "**PROGRAM**"). Under this **PROGRAM**, CPEIA EWC **MEMBERS** shall be considered to be one **(I) MEMBER** for purposes of participating in the **PROGRAM**.
3. **ENTRY INTO PROGRAM.** Any public entity wishing to become a **MEMBER** of the **PROGRAM** shall make application to and be approved -by the CPEIA Board of Directors in a manner prescribed by them and must also be approved **by** the EIA Board of Directors (hereafter "**EIA BOARD**") in a manner prescribed by the EIA **BOARD**.
4. **PROGRAM DEVELOPMENT..** **MEMBERS** shall be charged a \$350.00 program development charge that shall be a one-time charge assessed -upon entry into the **PROGRAM**.
5. **ANNUAL PREMIUM.** Participating **MEMBERS** shall be assessed an annual premium for the purpose of funding the **PROGRAM**. Premiums for the **PROGRAM** shall be established annually in conjunction with the insurance carriers. Premiums to CPEIA EWC **MEMBERS** shall be billed and paid annually in accordance with the EIA's Invoicing and Payment Policy (Resolution 94-003). Premium rates shall be established based upon factors that include, but are not limited to, negotiations with insurance carriers, expenditures, administrative costs and other appropriate factors.

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6. **COST ALLOCATION.** Each participating MEMBER's share of annual premium shall be determined by the EIA BOARD.

7. **ASSESSMENTS, DIVIDENDS AND PREMIUM SURCHARGE.**

(a) **Assessments.** The PROGRAM shall be funded in accordance with paragraph 5 above. In general, the annual premium, as determined by the EIA BOARD, will be established at a level that will provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. However, should the PROGRAM for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating MEMBERS may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the Premium Surcharge provision set forth below.

(b) **Dividends.** Pro-rata dividends will be declared as provided herein. Dividends may also be declared as deemed appropriate by the EIA BOARD.

(c) **Premium Surcharge.**

(i) If there are an unusually large number of losses under the PROGRAM during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the funds for the PROGRAM may be exhausted before the next annual premiums are due, the EIA BOARD may, upon consultation with a casualty actuary, impose premium surcharges on all MEMBERS; or

(ii) If it is determined by the EIA BOARD, upon consultation with a casualty actuary, that the funds for the PROGRAM are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the EIA BOARD may impose a surcharge on all participating MEMBERS.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount that will assure adequate funds for the PROGRAM to be actuarially sound. Premium surcharges shall be assessed in accordance with paragraph 8 below.

(iv) A MEMBER which is no longer participating in the PROGRAM at the time the premium surcharge is assessed shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

8. **CLOSURE OF POLICY PERIODS.** Notwithstanding any other provision of this MEMORANDUM, the following provisions are applicable:

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Memorandum of Understanding
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- (a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be "closed" and there shall be no further dividends dedared or assessments made with respect to those program periods except as set forth in paragraphs 9(a) and 9(b), below.
- (b) Notwithstanding sub-paragraph (a) above, the EIA BOARD may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the EIA BOARD takes specific action to declare any of the last ten (10) policy periods dosed.
- (c) Dividends and assessments (other than as outlined in paragraphs 9(a) and 9(b), below) shall be administered to the participating MEMBER based upon the proportion of premiums paid to the PROGRAM in "Open" periods only, For purposes of administering dividends and assessments pursuant to this sub-paragraph, all "open" policy periods shall be considered as one block.

9. **DECLARATION OF DMDENDS.** Dividends shall be payable- from the PROGRAM to a participating MEMBER in accordance with its proportionate funding to the PROGRAM during the applicable program period as follows:

- (a) A dividend shall be dedared at the time a program, period is dosed on all amounts over the 90% confidence level.
- (b) A dividend shall be dedared at the time a program period is dosed on all amounts which represent premium surcharge amounts assessed pursuant to this MEMORANDUM where the funding exceeds the 80% confidence level.

10. **MEMORANDUM OF COVERAGE.** A Memorandum of Coverage will be issued by the EIA evidencing membership in the PROGRAM and setting forth terms and conditions of coverage.

11. **CLAIMS ADMINISTRATION AND RESPONSIBILITY FOR CLAIMS.**

- (a) Subject to subparagraph (e), each MEMBER shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the MEMBER arising out of a loss.
- (b) CPEIA EWC MEMBERS are required to comply with the EIA's Underwriting and Claims Administration Standards (including Addendum A-W.C. Claims Administration Guidelines) as amended from time to time, and which are attached hereto as Exhibit A and incorporated herein.
- (c) Each participating MEMBER shall give the EIA timely written notice of claims in accordance with the policy established by the EIA.

**Excess Workers' Compensation Program
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- (d) A MEMBER shall not enter into any settlement involving liability of the EIA without the advance written consent of the EIA.
- (e) The EIA, at its own election and expense, shall have the right to participate with a MEMBER in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the EIA, may involve liability of the EIA.

12. **DISPUTES.** Any question or dispute with respect to the rights and obligations of the parties to this MEMORANDUM shall be determined by the EIA Executive Committee. If the MEMBER is not satisfied with the Committee's decision, the matter may be appealed through arbitration. Arbitration may be either binding or non-binding, as mutually agreed upon by the parties. The matter will be submitted to a mutually agreed upon arbitrator or panel of arbitrators for determination. If binding arbitration is selected, the decision of the arbitrator or panel of arbitrators will be final and conclusive, and the MEMBER and EIA will abide by the decision. The cost of arbitration will be shared equally by the MEMBER and the EIA.

13. **AMENDMENT.** This MEMORANDUM may be amended by a majority vote of the EIA BOARD and signature on the MEMORANDUM by the MEMBER's designated liaison who shall have authority to execute this MEMORANDUM. Any MEMBER that fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

14. **WITHDRAWAL FROM THE PROGRAM.** Withdrawal of a MEMBER from the PROGRAM shall be in accordance with the withdrawal provisions of Article 19 of the AGREEMENT.

15. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this MEMORANDUM constitutes the full and complete agreement of the MEMBERS.

16. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

17. **EFFECTIVE DATE.** This MEMORANDUM shall become effective on the first effective date of coverage for the MEMBER and upon the approval by the EIA and CPEIA and the signing of this agreement by the MEMBERS, the General Manager/Secretary/Treasurer of the EIA and the President of the CPEIA.

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Memorandum of Understanding
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18. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In **Witness Whereof**, the undersigned have executed this MEMORANDUM as of the date set forth below.

CSAC Excess Insurance Authority

Dated: _____

By: _____

**California Public Entity
Insurance Authority**

Dated: _____

B y _____ :

[Name of Public Entity]

Dated: _____

B y _____ :

**Excess Workers' Compensation Program.
Memorandum of Understanding
Adopted 06/01/01**

Loss prevention services offered by the EIA include but are not limited to:

- On-site Consultation (may be limited)
- Telephonic Consultation
- Communication of Legislative and Regulatory Changes
- Access to Video & Printed Resource Libraries
- Customized Regional & On-site Training Seminars (may be limited)
- Facility & Playground Inspections (may be limited)
 - Hazard Identification & Abatement
- DOT Drug & Alcohol Test Consortium
- Policy/Program Evaluation & Development (may be limited)
- Newsletters

ON-SITE TRAINING

We provide customized on-site training on request and as time permits. The cost of on-site training varies depending upon the topic & length of the program. A member can expect to pay \$250 per day for on-site services.

The same topics that are offered in the Exposure Management and possibly the Regional Training may be requested for on-site seminars.

Members can elect to offset cost through use of their loss prevention subsidy fund.

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Loss Prevention Subsidy

(Expense Reimbursement)

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EIA membership entities participants to access two Loss Prevention Subsidy Funds both of which were designed to reimburse members for incurred expenses.

The EIA and Munich American Risk Partners fund the subsidy program. The subsidies are intended to offset the expense of administering loss prevention programs.

Participants in the Workers' Compensation and/or Excess Liability Programs can request assistance from the EIA Fund to offset the costs of loss prevention equipment and/or services.

Five hundred dollars per eligible program; per participant is put into the **EIA** Fund at the beginning of the fiscal year. In this program, members can elect to "roll-over" up to 5 years worth of funds.

Members of the Excess Workers' Compensation, Primary Workers' Compensation, and Excess Liability Programs can request assistance from the Munich American Risk **Partners** Fund. In this program, claims for reimbursement must be relative to training specifically provided by the EIA's Staff. Munich American Risk Partners provides approximately \$250.00 per eligible participant into the Fund. Reimbursements are made on a first-come, first-serve basis and will be issued until the fund is depleted.

Unspent money is rolled into the next year along with any new allocation. Again, these funds can be accessed once services have been fendered.

Appropriate use of subsidy funds have included the acquisition of ergonomically sound furniture, contract hire of safety professionals to perform assessments or training, purchase of training resources, and reimbursement of relative course enrollment.

In order to claim these funds, a request should be submitted to the EIA's loss prevention staff accompanied by supporting documentation (invoice or receipt). The request must be approved by the designated Board Member or Alternate before it will be accepted. Once these minor details have been met, we will process the request.

For your convenience & reference, we have attached an example of a reimbursement request letter.

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EXAMPLE
(To request reimbursement)

Date

Mr. Charles Williams
Director of Loss Prevention
CSAC Excess Insurance Authority
3017 Gold Canal Drive, Suite 300
Rancho Cordova, CA 95670

Re: Loss Prevention Subsidy

Hi Charles:

Please reimburse _____ in the amount of
\$ _____ for Loss Prevention services/equipment purchased/rendered on
_____. Attached is a copy of the applicable receipt/invoice for this
purchase.

Sincerely,

CSAC EIA Board Member
County of _____
Attachment (receipt/invoice)

9-6.137⁵¹

DOT Consortium

(Drug and Alcohol Testing Services)

9-6-B% 52

To help control costs and facilitate testing requirements, The Authority formed a consortium. At present, 65 Public Agencies participate in the consortium. The number of employees represented is approximately 4,036. All member agencies are welcome to apply for participation.

The Authority has contracted PharmChem Laboratories Inc., Greystone Health Sciences Corporation and the -National Substance Abuse Professional Network to provide services to the consortium at very reasonable rates.

Services rendered include:

- * Random computer selection
- * Administrator notification
- * Specimen collection coordination
- * Quarterly summary reporting
- * Coordination of laboratory testing & billing
- * Medical Review Officer (MRO) coordination
- * Substance Abuse Professional evaluations
- * Employee and Supervisor Training

The following pages illustrate the range of consortium participants. For more information, please contact Vanessa Bieker at (916) 631-7363.

Voluntary Testing Programs

We also offer a Non-DOT drug and/or alcohol testing service for members that elect to screen applicants for hire and existing employees that exhibit characteristics, which raise "reasonable suspicion".

EMT

(Exposure Management Training)

9-6.140 54

Exposure Management Training

We offer loss/risk control classes in our conference room on a monthly basis:

3017 Gold Canal Dr., Ste. 300
Rancho Cordova, CA 95670

Classes are held in a comfortable and informal setting which is conducive to learning. Each session is designed to be informative, educational and interactive.

Participation is encouraged and enhances learning.

Classes are typically held on the second Wednesday of the month from 8:30 to 11:30 a.m.

These classes are typically held free of charge.

For more information, contact Vanessa Bieker at (916) 631-7363 or visit our website.

9-6.14 1 55

Some of the topics we've covered or may present are:

- o Sexual Harassment Awareness
- o Workplace Violence Awareness/Prevention
- o Defensive Driving
- o Conducting Accident Investigations
- o Behavioral Safety
- Back-Injury Prevention
- o Workstation Ergonomics
- o Effective Communication
- o Managing Your Workers' Comp Program .
- Managing Stress
- Dealing With Difficult Customers
- o DOT Reasonable Suspicion
- Hazard Communication Program
- o Effective Hiring

9-6.142⁵⁶

EMT (cont.)

- Effective Injury & Illness Prevention Programs
- Incentive Program Implementation
- Effective New Hire Safety Orientations
- Safety... The Role of the Supervisor
- Responsibilities... “When An Injury Occurs”
- OSHA Recordkeeping Requirements
- Insurance Requirements. In Contracts
- Legal Aspects and Effective Use of Functional Capacity Evaluations

9-6-143⁵⁷

RESOURCE LIBRARY

The Authority maintains a library of safety and exposure management videos that members can borrow for the low cost of a phone call and the expense incurred to return them.

Contact Vanessa Bieker or visit our website for more information.

In addition to our lending library, the County Safety Officer's Organization of California (CSOOC) has an inter-county video lending arrangement that we can also help you access

CSAC-EIA Video Lending Library (partial list)

A Custodians Guide to on the Job Safety
A New Hantavirus
Accessible Sidewalks
The ADA is All About People
Adapting to Stress
Alcohol Supplement (DOT Testing Rules)
Asbestos Awareness

Back at Work - Preventing Back Injuries
Back Safety for Truck Drivers
Backsafe Injury Prevention Program -- Law Enforcement
Backsafe Injury Prevention Program -- Office Worker
Backsafe Injury Prevention Program -- Train the Trainer
Backsafe Prevention Program (5 ea.)

Bloodborne Pathogens
Bomb Threats: Bombs and You

CAJPA Accreditation
Carpel Tunnel Syndrome
Chain Saw Safety
Chemicals & Personal Hygiene
City Driving Tactics
Communication Life Balance
The Competent Person and Soils Testing (handbook available upon request)
Compressed Air **Safety**
Computer Fitness
Conflict Communication Skills
Contractor Safety Orientation
Coping w/ stress in the real world
Cranes, Slings and Hoists
CSAC EIA - The/Place To Be

Death Trap: Permit Required Spaces
Dog Bite Prevention
Domestic Violence
Don't Fall For It: Preventing Slips, Falls, Trips
DOT: 49 CFR (California Federal Regulations)
Dying to Work (7 part series about Violence in the Workplace)

9-6.145 59

Electrical Safety
Employee Awareness: Sexual Harassment
Employee Discrimination (Avoiding Labor Litigation)
Employee Performance Evaluations
-Employment Practices: **Smart** Risk Management
Environmental Liability
Ergonomics for Supervisors

Fall Protection
Fire
Fire Extinguisher Training (Using the **P.A.S.S.** Technique)
Forklift Safety Inspection
Forklift Safety Operation

Getting Out Alive (Fire **in the Workplace**)

• **Harassments** -- Keeping it out of the **Workplace**
• Hazard Communication: Right to Know
Hearing **Loss** Prevention

Icy Road Ahead
Investigating Accidents
• **Investigating and Arson**

Lead Based Paint - Liability and Abatement
Life Saving Defensive Driving **Course** -- Take **Control**
LOTO: Lockout Tag out, Your ticket to Safety

Maintaining playgrounds for safety
Making **Safety** Meetings Work
Managing Contract Liability
Managing **playgrounds** for safety
Medical Malpractice Programs
Motive, Means & Opportunity
Motor Fleet Maintenance Safety

National Safety Counsel -- Bloodborne Pathogens
Night Driving Tactics

9-6.146⁶⁰

Welder/Cutting Torch Safety
Working On Ladders, Poles and Scaffolds
Working Safely in the Proximity of Power
Working Safely with Compressed Gas Cylinders
Workplace Violence: Recognizing and Defusing Aggressive Behavior

9-6.147 61

SAMPLE SEMINARS

“

”

9-6.148⁶²



REGIONAL TRAINING PROGRAM

TOPIC:

Safety Certification Module I
Injury Prevention-and Safety Compliance Essentials for Supervisors and Safety Coordinators

SPEAKER:

John Yonkus, CSP, PE, ARM

EMPHASIS:

Please see attached for the course **outline**

WHO SHOULD ATTEND

Managers, Supervisors, Safety Coordinators

DATE:

June 18, 2003

TIME:

8:30 a.m. – 4:00 p.m.

LOCATION:

Shasta County
Redding City Council Chambers
777 Cypress Avenue
Redding, CA.96001

REGISTRATION:

Contact Vanessa Bieker to register or obtain more information at
(916) 631-7363 or vbieker@csac-eia.org.

9-6.149 63.

Safety Management Certification Program

Session One – Injury Prevention and **OSHA** Essentials for Supervisors and Safety Coordinators

Safety responsibilities are now included in the job descriptions of many managers and supervisors. Employee injuries or downgrading incidents in the workplace reduce management's effectiveness, in addition to the pain and **suffering** by the injured person. Injury prevention is the job of everyone and **supervisors** and safety coordinators play a key role. This presentation will review essentials of the OSHA regulatory **process** and provide you with insight on how to effectively implement injury prevention **controls** and how to maintain a **safe** workplace.

This session will include the following information:

- History of Occupational Safety Efforts in the US
- **How the insurance process** works
- Understanding **OSHA, Cal/OSHA,** and EPA regulations
- Effective implementation techniques for the regulations that apply to your county operations (Compliance)
- Application of injury and loss prevention techniques (Prevention)
- Improving your effectiveness as a supervisor or safety coordinator

Injury prevention does not have to be mystery or chance. Understanding your safety management responsibilities and how to perform those tasks will increase your productivity, your effectiveness and make you more skilled in your supervisory or safety coordinator functions.

Session One Detail – Injury Prevention and OSHA Essentials for Supervisors and Safety Coordinators

1. History of Occupational **Safety** Efforts in the United States
 - The workers plight
 - Early attitudes about worker safety
 - The legislative process
 - Occupational Safety and Health Act (OSHA)
 - Results of OSHA
2. Workers **Compensation Insurance**
 - Employer requirements
 - Insurance company or JPIA (Joint Powers Insurance Authority) involvement
 - Experience modifiers
 - Injury and illness costs
 - Injury and illness statistics
3. **Understanding OSHA, Cal/OSHA, EPA and other Regulations**
 - OSHA vs. Cal/OSHA
 - The distinction between laws, regulations, standards, and codes
 - SB 198, AB 1127
 - California Labor Code
 - Title 8 **California** Code of Regulations, General Industry Safety Orders
 - Construction Safety Orders
 - Citations and fines
 - Citation appeal process
4. **Effective Implementation Techniques for Applicable Regulations (Compliance)**
 - IIPP
 - Confined spaces
 - Hazard communication
 - HAZWOPER
 - Process Safety Management
 - Fall Protection
 - Ergonomics
 - Energy control – LOTO
5. **Application of Injury and Loss Prevention Techniques (Prevention)**
 - **Identification** of risk
 - Evaluation of the risk exposure
 - Implementation of risk control techniques
 - Monitoring **the** controls
 - Safety committee **functions**
6. **Improving your Effectiveness as a Supervisor or Safety Coordinator**
 - Establishing and maintaining safety performance standards
 - Establishing safety responsibilities
 - Setting reasonable safety goals
 - Safety enforcement process



CSAC Excess Insurance Authority Regional Training Program

TOPIC:

Managing Workplace Issues

-SPEAKER:

Jennifer Brown Shaw, Esq., Jackson Lewis LLP

EMPHASIS:

See Attached Course Outline

WHO SHOULD ATTEND:

Managers and Supervisors

DATE:

July 24, 2003

TIME:

9:00 a.m. – 4:00 p.m.

LOCATION:

Fresno County
Plaza Ballroom
2222 Tulare Street
Fresno, CA

REGISTRATION:

Contact Paul Nerland to register or obtain more information at
(559) 488-2690 or pnerland@fresno.ca.gov

9-6-152⁶⁶

MANAGING WORKPLACE ISSUES

- ❖ DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION
- ❖ HOW TO CONDUCT EFFECTIVE PERFORMANCE EVALUATIONS

- I. Respect and Professionalism in the Workplace
 - A. What is "Mutual Respect"?
 - B. Valuing Diversity
- II. The Three Duties of **Managers** and Supervisors
 - A. Prevent Discrimination, Harassment, and Retaliation
- III. **Equal Employment** Opportunity Principles
 - A. What Does "Equal **Employment Opportunity**" Mean?
 - B. What is "Employment Discrimination"?
- IV. What Characteristics Are Protected?
 - A. Race
 - B. Color
 - C. National **Origin/Ancestry**
 - D. Religion
 - E. Sex and Pregnancy
 - F. **Age**
 - G. Sexual Orientation
 - H. **Marital** Status
 - I. Disability/Medical Condition
 - J. Veteran Status
 - K. Engaging in Protected Activity

9-6.153⁶⁷

- V. Harassment Prevention Principles
- VI. Conduct Prohibited by Zero-Tolerance Policies
- VII. The Four Elements of an Illegal Hostile Work Environment
- VIII. What Is “Severe” or “Pervasive” Conduct?
- IX. **Who Can be** a Harasser?
- X. Personal Liability for Harassment
- XI. What To Do If You Witness or Believe You Are the Target of Discrimination, **Harassment** or Retaliation
- XII. **What Happens** If You Report Harassment or Discrimination?
 - A. A Thorough, Prompt, and Fair Investigation
 - B. The Conduct Will Stop!
 - C. -Appropriate Correction Action Will Be Taken
- XIII. Retaliation Prevention **Principles**
 - A. The Duty to **Prevent** Retaliation
 - B. What is ‘Retaliation’?
 - C. Examples of Protected Activity
 - D. How to Avoid Retaliation Claims

PERFORMANCE EVALUATIONS

- I. The Key to Performance Evaluations
- II. Performance Monitoring/Feedback Guidelines
- III. Writing the Review
- IV. Why Are Periodic Employee Evaluations Important to Employers?
- V. Why Are Evaluations Important To Employees?
 - A. Employees Have a Right To Know What You Think About Their Work
 - B. Employees Cannot Overcome Weaknesses When They Are Unaware of Them
 - C. Evaluations Clear Up Any Misunderstandings About What is Expected of the Employee
 - D. Evaluations Build Strong Relationships Based on Mutual Respect and Confidence
- VI. A Checklist for Preparing Effective Performance Evaluations
 - A. Pinpoint Specific Behavioral Examples When Evaluating **Performance**
 - B. Include Written Comments With Examples
 - C. Include Statements of Performance or Development Goals that Are specific, Measurable, and Time-Bound
 - D. Address Performance Deficiencies by Assignment and Work or Developmental **Goals**
 - E. Include Both Positive and Negative Feedback
 - F. **Avoid** Contradictions
 - G. Strive for Continuity
- VII. How Should the Evaluation Interview be Conducted?
 - A. Select the Appropriate Time for the Discussion

- B. Give Yourself Sufficient Time to Fully Discuss Your Points and Anything the Employee May Bring Up
- C. Conduct the Interview When You Will Not Be Interrupted
- D. Do Not Schedule the Interview Too Soon After a Disciplinary Action or Argument **with** the Employee
- E. Schedule the Interview When **Both** You and the Employees Are in a Good Mood
- F. **Location**, Location, Location

VIII. Things To Avoid In The Employee Evaluation Process

- A. The "Halo" Effect
- B. Evaluating Without a Standard for Comparison
- C. Allowing Length of Service to Bias Your Evaluation
- D. Allowing **Personal** Feelings to Bias Your Evaluation
- E. Evaluating Based on Vague Impressions
- F. Rating the Employee Based Upon Your Emotions

IX. What To Do After the Evaluation Interview

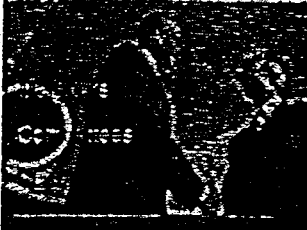
- A. Continue to Show Interest in the Employee's Work
- B. Keep the Channels of Communication **Open**

H:\Training\Outlines\Respect and Professionalism Outline.DOC

Every year, the EIA hosts training seminars. that are open to all member agencies. Seminars vary in length, topic and format.

During 2001 - 2002 we have or will target:

- Defensive Driving
- Identifying & Preventing Workplace Violence
- Identification & Prevention of Sexual Harassment
- Customer Service
- OSHA Recordkeeping Requirements



competitive available
responsive-equitable


Calendar

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June 20, 2003	10:00 AM	<u>Property Committee Telephonic Meeting</u> Telephonic Meeting
June 25, 2003	10:00 AM	<u>PGL Committee Telephonic Meeting</u> Telephonic Meeting
June 25, 2003	8:30 AM - 11:30 AM	<u>Exposure Management Training</u> Litigation Awareness-An Engineer's Perspective SPEAKER: Richard F. Ryan, P.E., R. F. Ryan Associates
June 26, 2003	9:00 AM	<u>Underwriting Committee Telephonic Meeting</u> Telephonic Meeting
June 26, 2003	2:00 PM	<u>GUI Committee Telephonic Meeting</u> Telephonic Meeting
June 27, 2003	9:00 AM	<u>Executive Committee/CPEIA Board Telephonic Meeting</u> Telephonic Meeting
June 27, 2003	9:00 AM	<u>Claims Review Committee Meeting</u>
June 27, 2003	10:30 AM	<u>PWC Committee Telephonic Meeting</u> Telephonic Meeting
June 27, 2003	10:00 AM	<u>EIA Health Committee Telephonic Meeting</u> Telephonic Meeting
July 17, 2003	10:00 AM	<u>EIA Health Committee Meeting</u>

9-b.158

- July 18, 2003 9:00 AM - 4:00 PM Regional Training Program
Toll Road To Liability or...The Four Million Dollars Sign SPEAKERS: Jim Weakley, Esq., Law Office of Weakley & Ratcliff, LLP; Richard F. Ryan, R. Associates; Thomas K. Shelton, Shelton & Associates
- August 7, 2003 10:00 AM Executive Committee Meeting
- August 13, 2003 8:30 AM - 4:00 PM Regional Training Program
Safety Certification Module I Injury Prevention Safety Compliance Essentials for Supervisor Safety Coordinators SPEAKER: John Yonku PE, ARM
- August 14, 2003 9:30 AM WC Task Force Meeting
- October 3, 2003 8:30 AM CSAC EIA October Board of Directors Meeting

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<http://www.csac-eia.org/calendar.cfm?calgroupid=1&pageid=90>

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9-6-159

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Charles Williams
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cwilliams@csac-eia.org

Office
(916) 631-7363

9-6-160 74



This Just In
Legislation would put insurance industry under federal regulation. S.1373, the Insurance Consumer Protection

Act of 2003, would create a new Federal Insurance Commission to regulate interstate insurers. States would continue to regulate insurers that do business solely within that state. The bill would exclude workers' compensation insurers and state residual workers' compensation pools.

Senate Commerce Committee Chairman Fritz Hollings (D-SC.) proposed the bill in late July, saying that insurance should be regulated by the federal government "If there is one thing that is engaged in interstate commerce, it is insurance," said Hollings. S. 1373 would give the Federal insurance Commission jurisdiction over regulation of rates and policies, insurer solvency, market conduct and accounting standards. It would also create a national guaranty corporation to pay claims of insolvent life and property/casualty insurers and to liquidate insolvent insurers-tasks currently performed by state agencies.

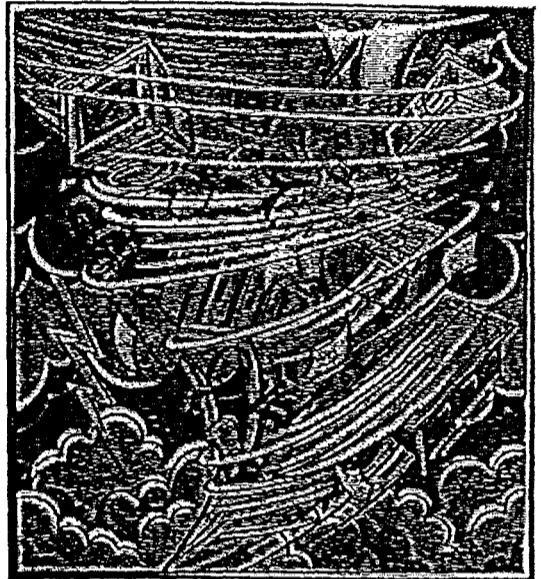
Insurance organizations generally oppose the bill. One, the National Association of Mutual Insurance Companies, said S. 1373 would "lead to the creation of two separate regulatory structures — one for multi-state insurers and another for single-state writers. Not only would this create an unlevel playing field for companies, it would lead to confusion for consumers. Customers of multi-state insurers would have to call the federal government rather than their state capitals if they have complaints about their

THIS JUST IN. Continued on Page

Property Coverage

Contingent Business Interruption and the Lessons of 9/11

No man is an island, they say. And neither is a business. No event has demonstrated that fact more than the 9/11 terrorist attack two years ago. Physical damage from the attacks centered on a few blocks of Manhattan and the Pentagon building in Washington, but the effect of that damage reverberated throughout the U.S. economy.



No complete statistics of businesses affected by the attack exist, but consider the following facts:

✓ New York City lost 79,000 jobs in October 2001, according to the New York State Department of Labor. "While a fraction of the lost jobs were Wall Street positions that simply moved to New Jersey, most of the decline came from businesses laying off workers or simply closing for good," according to a report in the *New York Times*.

✓ The Bureau of Labor Statistics attributed 408 "extended mass layoffs" (lasting 30 or more days) between September 15 and December 29, 2001 directly or indirectly to the attacks of 9/11. These layoffs involved 114,711 workers.

✓ Economic losses were not confined to Manhattan. Thirty-three states reported extended mass layoffs related to the September 11 incidents, according to the Bureau of Labor Statistics. Fifty-four percent of the layoff events and 56 percent of the separations occurred in just five states-California, Nevada, Illinois, New York, and Texas.

INTERRUPTION - Continued on Page



Insurance Buyers' News
September/October 2003
Volume 14 • Number 5

9-6. 161

Fiduciary Liability

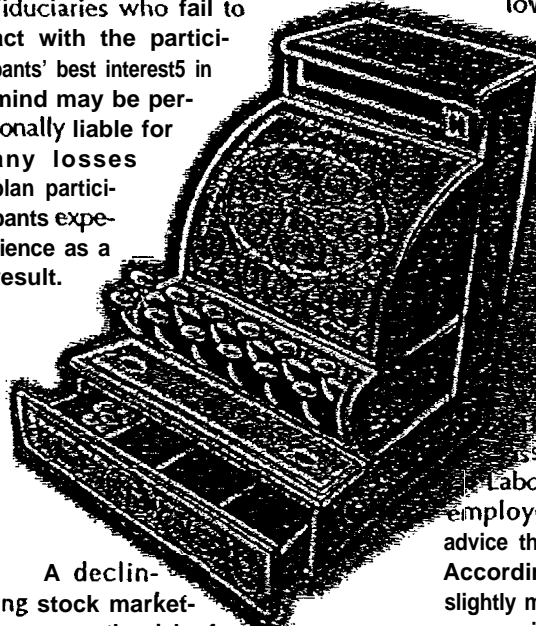
Companies that sponsor 401 (k) plans are still feeling the effects of Enron and other large-scale corporate accounting scandals. As of late last year, lawyers had filed more than 100 Employee Retirement Income Security Act (ERISA) cases against companies, alleging they breached their fiduciary duty by failing to adequately monitor their 401(k) plans.

Benefit sponsors as fiduciaries

This type of case is particularly worrisome to benefit sponsors, because the standard of proof for plaintiffs in a fiduciary liability suit is lower than in most liability claims—plaintiffs do not have to prove negligence or intent to harm; they simply have to prove the fiduciaries didn't act in the best interest of plan participants.

ERISA, the federal law that governs benefit plans, imposes a "fiduciary duty" on the officials of any organization that sponsors any qualified benefit plan (see sidebar). This means that company officials overseeing or having decision-making authority over these plans must "act for someone else's benefit, while subordinating... [their] personal interests to that of the other person. It is the highest standard of duty implied by law (e.g., trustee, guardian)," according to *Black's Law Dictionary*. This standard may apply to corporate officers, board members, investment committee members and plan trustees—anyone who has decision-

making authority over your benefit plans. Fiduciaries who fail to act with the participants' best interests in mind may be personally liable for any losses plan participants experience as a result.



A declining stock market increases the risk of fiduciary liability claims. When the market was hitting new highs and employees saw the values of their 401(k) investments skyrocket, they were unlikely to complain, no matter how weak the fundamentals behind those investments. But declining investments don't necessarily lead to fiduciary liability claims—careful risk management can help you avoid fiduciary liability claims, no matter what the investment environment. Here are some suggestions:

1. Create a written policy that defines who is responsible for plan administration and oversight and their duties. It should include guidelines for selecting service providers, such as third-party admin-

istrators, and procedures for monitoring their performance.

2. Companies with health plans should consider how to manage rising costs and ensure their plan complies with new mandates, such as the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3. Companies with 401 (k)s or pension plans should include an outline of how investment expenses will be controlled and accounted for. They should also develop guidelines for selecting investment options, taking into consideration the following:

- Evaluate 401(k) investment choices. Are they diverse enough to allow employees to select according to their own retirement planning needs? Many 401(k) participants have poorly diversified portfolios, leaving them vulnerable when the value of company stock or a particular sector of the stock market tumbles;
- Consider providing investment advice to employees. In a so-called SunAmerica letter, issued by the U.S. Department of Labor in December 2001, said that employers could provide investment advice through independent third parties. According to an article in *Newsday*, slightly more than 35 percent of employers provided investment advice in 2000. By 2001, that had increased to 41.4 percent.

• Check your 401(k) plan's rules on selling stock. Are they flexible enough? Enron provided a painful lesson on this topic—Enron employees bound by rules that prohibited them from selling company stock matches in their 401(k)s before the

age of 50 watched helplessly as the value of their 401(k)s plummeted as Enron stock declined.

4. Consider purchasing fiduciary liability insurance, which specifically covers people and organizations who act as fiduciaries for an ERISA plan. The amount of insurance you need depends on your plan assets—the higher the dollar amount

What is a "qualified plan"?
A qualified benefit plan qualifies for preferential tax treatment if it meets the Employee Retirement Income Security Act (ERISA) and various sections of the Internal Revenue Code. Qualified plans cannot discriminate against lower paid employees. Qualified benefits include health care, life insurance, medical legal services, disability insurance, long-term and short-term pensions and deferred compensation plans.

Fiduciaries who fail to act with the participants' best interests in mind may be personally liable.

LIABILITY - Continued on Page 76

9-b.162 76

INTERRUPTION - Continued from Page 1

Business income (BI) insurance has helped many businesses near the disaster zone recuperate. Since 9/11, demand for business income insurance, also known as business interruption insurance, has skyrocketed. However, 9/11 also demonstrated the limitations of BI insurance.

BI insurance reimburses you for income lost when your business shuts or slows down due to property damage from an insured cause of loss on your insured premises. Most policies also contain "civil authority" clauses that cover you for up to two weeks' of lost income when a civil authority prohibits access to the described premises due to direct physical loss of or damage to property, other than the described premises, caused by or resulting from any covered cause of loss. As an example, if police barred access to your street due to a fire at a neighboring building, your policy would provide coverage.

But, as 9/11 demonstrated, the economic impact of a disaster can be felt far from Ground Zero. What if a fire burns a major supplier's plant and you can't obtain parts? Or storm damage causes a shut-down for a major client, forcing you to delay a delivery of goods or services?

Contingent business interruption insurance (CBI), also known as "dependent property insurance," provides coverage for these types of losses. You can buy CBI coverage as an endorsement, or policy addition, to your property policy. It reimburses you for lost profits and extra expenses resulting from a business interruption at the premises of a customer or supplier, when the interruption is caused by a peril insured by your property policy. You can buy "blanket" coverage, which covers all customers and suppliers, or you can buy specific coverage for properties you name in the policy.

Contingent business interruption coverage does not cover you for losses due to 1) interruptions in utility service or electrical power from off-premises, 2) the actions of civil or military authorities, 3) lack

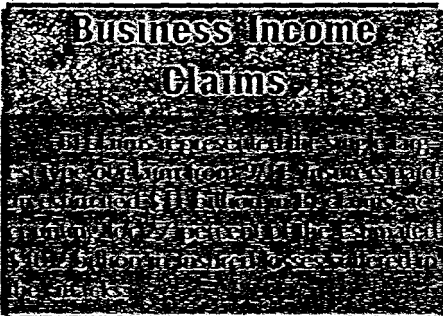
of ingress or egress, 4) changes in temperature caused by damage to heating or cooling equipment or 5) damage at another location owned by your company. CBI also has a "time deductible" that begins after the covered property damage, or loss occurs. Usually expressed as hours (such as 24 or 48), the insurer will not cover income lost during this time.

Do you really need CBI?

CBI coverage makes most economic sense for a business that:

- Depends on a single supplier or a few suppliers for materials or merchandise. For example, a computer manufacturer may rely on one supplier for most of its memory chips.
- Depends on a few major customers or clients to buy their products or services.
- Depends on another nearby business to generate traffic. For example, a retail store in a mall depends on a few major "anchor stores" to draw customers to the mall.

We can help you determine if your business needs CBI and if so, how much. For more information, please call us. ☐



LIABILITY - Continued from Page 2

of the assets, the higher the limits you will need.

Fiduciary liability insurance pays for a company's or covered individual's legal defense costs. It does not pay benefits owed to employees; however, it may pay interest on unpaid benefits if a court determines benefits are due.

When buying a policy, keep in mind that ERISA allows insurers to recover fiduciary liability losses from any individual fiduciary's personal assets, if the organization bought fiduciary liability coverage using plan assets exclusively. Most fiduciary liability policies do not provide this coverage; you must buy a separate "waiver of recourse" endorsement with non-plan assets. Most insurers charge a small premium, about \$25 per plan fiduciary active at the time the policy is bought.

For more information on fiduciary liability coverage, please contact our office. ☐

THIS JUST IN - Continued from Page 1

companies." NAMIC also said the national guaranty fund created by the bill for federally regulated insurers "would drain the resources of the state guaranty funds, leaving only the single-state writers to participate and potentially placing a very large burden on them."



The financial health of the commercial auto sector of the insurance industry remains a concern for 2003 and beyond, said a recent issue of the industry newsletter *Auto Insurance Report*, www.riskinformation.com. The newsletter cites commercial auto insurers' dependence on auto physical damage for profitability in recent years, as opposed to commercial auto liability coverage, which only recently achieved break-even status. The report also cites the commercial auto insurance industry's "tenuous" profits for 2002, brought about by inadequate pricing.

What does this mean for commercial

auto insurance buyers? Don't be surprised if your commercial auto liability rates rise in the near future.



Sleeping on the job is okay...if it's because of a disability protected by the Family and Medical Leave Act (FMLA), said the 7th Circuit Court of Appeals. Avon Products Inc. fired John Byrne, an engineer working the night shift, after security cameras showed him sleeping on the job and Byrne missed a meeting to discuss the problem. Byrne, a former "model employee," was suffering from depression at the time of the incident and sued for reinstatement under the FMLA after completing treatment. The court of appeals ruled that Byrne should be reinstated and said that Byrne's sister's telling his supervisor that Byrne was "very sick" was adequate notice for the purpose of FMLA leave. The appellate court also found Byrne's change in behavior may also have been adequate notice under FMLA, since he had previously been a model employee. ☐

9-b-163 77

How Asbestos Litigation Affects Your Insurance Costs

Even if your company never manufactured, sold or distributed asbestos-containing products, asbestos litigation is affecting your insurance costs. The insurance rating firm A.M. Best reported that the property/casualty insurance industry recorded almost \$8.5 billion in adverse loss-reserve development in calendar-year 2002 for accident-years 2001 and prior. These charges added billions to 2002 underwriting losses and half a dozen or more points to the combined ratio of many insurers.

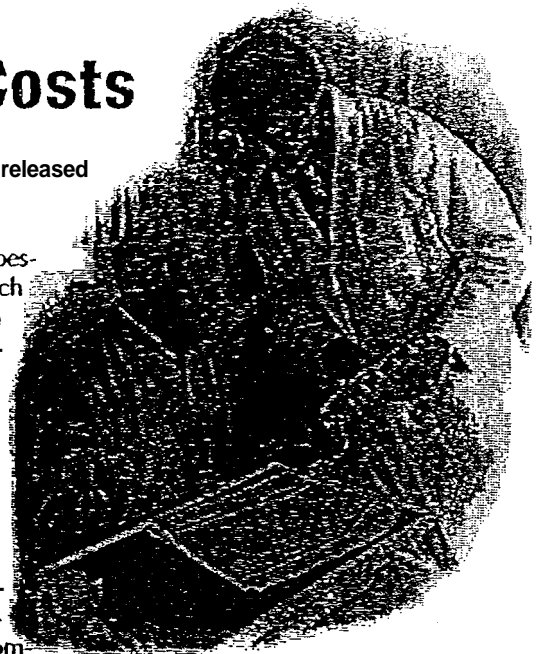
Morgan Stanley also reported last fall that a decade of poor underwriting and the continued growth of asbestos claims have saddled U.S. property-casualty insurers with a nearly \$120 billion reserve shortfall. When reserves are low, insurers must raise them to cover future expected claims. In today's declining stock market, insurers cannot expect investment income to make up for reserve shortfalls—so generally, rates must go up.

sponsored study, which was released in December.

Another problem with asbestos litigation is the way in which companies not involved in the manufacture of asbestos-containing products have become involved. Plaintiffs' attorneys cast their nets as widely as possible, naming distributors and retailers as defendants along with manufacturers, in case manufacturers declare bankruptcy. According to Sen. Don Nickles (R-Alaska), "an estimated 8,400 companies have already been named as defendants in asbestos suits, many of which have never been involved in the production of asbestos."

Part of the problem with asbestos claims is that people who were exposed to asbestos but are not actually sick are filing liability claims. Sen. Nickles, while introducing his Asbestos Claims Criteria and Compensation Act (S. 413) in February, told the Senate that more than 65 percent (and possibly as many as 90 percent) of plaintiffs in asbestos-related injury cases have suffered no medical injury, but have filed suit on the basis that they may become ill in the future. He also said that, "To date, most claims have been paid to non-injured claimants."

S. 413 aims to reduce this type of claim by requiring claimants to have a physical impairment to which asbestos exposure was a substantial contributing factor. At a minimum, the claimant must have: (1) at least a Class 2 permanent respiratory impairment rating (2) asbestosis or diffuse pleural thickening, and (3) asbestos exposure at or above speci-



fied levels concerning ratios, as proven by chest x-ray.

Another bill introduced in May, S. 1125, would create a U.S. Court of Asbestos Claims specifically to handle asbestos-related claims. The court would administer a \$108 billion fund to pay asbestos-related personal injury claims. The fund would replace the current system of litigation with a no-fault system and be paid for by defendant corporations and their insurers. A bill introduced in July, the Ban Asbestos in America Act, (S. 1115 and H. 2277), would give manufacturers two years to phase out the use of six types of asbestos.

Critics of S. 413 and S. 1125, primarily Democrats, say they will not provide adequate payments for victims of asbestos-related disease. As this newsletter went to press S. 1115, H. 2277 and S. 413 remained in committee. S. 1125, the bill creating the asbestos settlement fund, had passed the Judiciary Committee and was awaiting hearing in the full Senate.

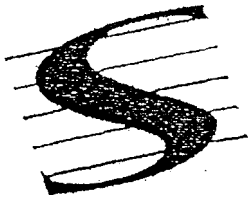
For more information on asbestos-related liability, please call us.

Part of the problem with asbestos claims is that people who were exposed to asbestos but are not actually sick are filing liability claims.

Asbestos litigation has caused the bankruptcy of 61 companies, according to estimates in a study sponsored by the American Insurance Association (AIA). Asbestos-related bankruptcies are likely to grow—the study found that 15 companies with "significant asbestos-related liabilities" filed for bankruptcy during the first 10 months of 2002. This equals more than the total number of asbestos-related bankruptcies in any five-year period before 1999. These bankruptcies resulted in the loss of an estimated 60,000 jobs, according to the AIA.

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The only publication providing timely reporting & analysis of regulatory, political & legal developments affecting the California property/casualty industry.

August 22, 2003

Bulletin No. 2321

Recall could improve political climate for insurers

In the November 1998 elections, California's political landscape shifted. Democrats recaptured the governor's office for the first time in nearly two decades. They also built almost bulletproof majorities in the Legislature that **they continue to hold, solidifying them with the redrawing** of legislative voting districts in 2002. The Democratic juggernaut of five years ago portended poorly for the property/casualty insurance industry, which generally favors free-market oriented Republicans and **counted on** GOP control of the governor's office to veto **unfriendly** Democratic-sponsored legislation.

Within the past month — during what would otherwise be a somniferous Sacramento summer with legislators away on recess — the political earth moved again with the qualification of an Oct. 7 gubernatorial recall election and the emergence of 135 candidates vying to replace Gov. Gray Davis. The ground is still in motion and when it settles, it could alter the alimant of California's political powers nearly as much the 1998 elections, particularly if Davis is recalled and a Republican is elected as his replacement.

Schwarzenegger early favorite: Industry insiders are placing their hopes on actor Arnold Schwarzenegger, who trailed slightly behind Lt. Gov. Cruz Bustamante in a Field Poll released last week. Bustamante, a Democrat, is preferred by 25 percent of likely voters versus 22 percent who favor Schwarzenegger. Two other Republicans in the race to replace Davis if voters opt to recall him are Sen. Tom McClintock, preferred by 9 percent in the Field Poll and **businessman** Bill Simon, who narrowly lost to Davis last November, the choice of 8 percent. To some in the industry, Schwarzenegger appears the best hope to restoring the check on Democrat-authored legislation last exercised by Davis' Republican predecessor, former Gov. Pete Wilson. Schwarzenegger has retained aides and advisors who formerly worked for Wilson and last week announced he was bringing Berkshire Hathaway Chairman Warren Buffett on board the campaign.

Insurers still have Garamendi to contend with: Even if Republicans retake the corner office of the statehouse, insurers would still have Insurance Commissioner John Garamendi to worry about. Garamendi, who has twice run **unsuccessfully** for governor and is expected to make his third bid in 2006, briefly considered entering the race as a potential Davis replacement before bowing out last week. Industry **execs** believe Garamendi will keep insurers in court for at least the next 3-1/2 years of his term by **promulgating** regulations that insurers challenge on the grounds that they exceed **the authority** of existing statutes. "He's a rogue elephant commissioner," said one industry insider. "He forces everything into litigation.?"

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**Report unfairly
taints
Schwarzenegger
campaign with
Quackenbush
stigma,
insiders
complain.**

Some industry insiders are crying foul over a story published in the *Sacramento Bee* last week that they say is a feeble and blatantly partisan attempt to tar the Schwarzenegger campaign. The story reports that the Schwarzenegger campaign hired political and public relations consultants that had been retained by former GOP Insurance Commissioner Chuck Quackenbush. The consultants were retained on behalf of nonprofit corporations established by Quackenbush's administration that were chartered to perform various public education campaigns. The nonprofits were funded by the proceeds of settlements the administration extracted from homeowner-s and title insurers.

Quackenbush resigned in July 2000 amid extensive media coverage of the matter and legislative and criminal investigations. Two legislative committees concluded Quackenbush abused his office by using the nonprofits to boost his political profile. Art Torres, head of the state Democratic Party, told the *Bee* that the Schwarzenegger campaign's retention of the consultants represents either "incredible arrogance or incredible naiveté." Harvey Rosenfield waxed incredulous, telling the newspaper that Schwarzenegger was squandering the opportunity to establish himself as a political outsider by hiring Sacramento insiders.

We agree with the industry insiders. When they were retained by the nonprofits Quackenbush's CDI formed in 1999, the consultants were doing what consultants do: hustling up business. If an elected official pays them to do something that is later judged to be an abuse of office, it is not them who should be held accountable, but rather the official who ultimately retained them — in this case Quackenbush.

**High court
narrows
application of
CGL pollution
exclusion**

The state Supreme Court has proscribed the application of a CGL policy pollution exclusion, ruling that such exclusions must be "conspicuous, plain and clear" and not exclude acts of negligence involving toxic chemicals such as pesticides.

The facts: Truck Insurance Exchange issued a CGL insurance policy to John R. MacKinnon, for the period of April 1996 to April 1997. The policy excluded bodily injury or property damage "resulting from the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants at or from the insured location." "Pollution or Pollutants" were defined as "mean[ing] any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste materials." Jennifer Denzin was a tenant in MacKinnon's apartment building. She requested MacKinnon to spray to eradicate yellow jackets at the apartment building. MacKinnon hired a pest control company, Antimite Associates, to exterminate the yellow jackets. Antimite treated the apartment building for yellow jackets on several occasions in 1995 and 1996. On May 19, 1996, Denzin died in MacKinnon's apartment building.

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Denzin's parents filed a wrongful death lawsuit against MacKinnon, Antimite, and other defendants. They alleged that on or about May 13, 1996, defendants negligently failed to inform Denzin that her apartment was to be sprayed with "dangerous chemicals," and failed to evacuate her, as a result of which she died from pesticide exposure. MacKinnon tendered his defense to Truck Insurance under the CGL insurance policy. Truck provided a defense under a reservation of rights. On June 3, 1998, Truck Insurance sent MacKinnon a letter advising that it had concluded that the pollution exclusion precluded coverage for the Denzin action and therefore Truck Insurance would be withdrawing its defense.

In June 1998, MacKinnon retained counsel to represent him in the Denzin action. MacKinnon settled the Denzin action for \$10,000 and then sued Truck alleging breach of contract, and breach of the implied covenant of good faith and fair dealing for failure to defend the Denzin action. The trial court granted summary judgment for Truck, finding that the pollution exclusion was clear and unambiguous and that there was no potential for coverage. The Court of Appeal affirmed, also finding the exclusion unambiguous and citing other rulings giving the exclusion a broad reading.

The ruling: The Supreme Court reversed in a unanimous 7-0 decision.

The reasoning: The court found Truck's interpretation of the pollution exclusion would apply too broadly and potentially encompass negligence involving commonly used substances such as pool chlorine. "In short, because Truck Insurance's broad interpretation of the pollution exclusion leads to absurd results and ignores the familiar connotations of the words used in the exclusion, we do not believe it is the interpretation that the ordinary layperson would adopt," wrote Associate Justice Carlos Moreno for the high court "It seems far more reasonable that a policyholder would understand it as being limited to irritants and contaminants commonly thought of as pollution and not as applying to every possible irritant or contaminant imaginable."

Moreno noted that the pollution exclusion was adopted to address the enormous potential liability resulting from anti-pollution laws enacted between 1966 and 1980. "On the other hand, neither Truck Insurance nor the considerable number of amicus curiae from the insurance industry writing on its behalf point to any evidence that the exclusion was directed at ordinary acts of negligence involving harmful substances," Moreno wrote. Moreno added that an interpretation limiting the exclusion to environmental pollution appears reasonable in light of the purpose of CGL policies-which is to provide the insured with the broadest spectrum of protection against liability for unintentional and unexpected personal injury or property damage arising out of the conduct of the insured's business. Truck's interpretation of the exclusion, Moreno opined, "would fundamentally undermine that purpose by cutting a broad and arbitrary swath through CGL protections, excluding virtually all injuries involving substances that cause harm." Neither the language nor the historical purpose of the pollution exclusion supports such a drastic contraction of CGL policy coverage. *MacKinnon v. Truck Insurance Exchange*, S104543, 8/14/03.

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insurance trades urge NCOIL to draft model market conduct law

Four property-casualty trade associations have urged the National Conference of Insurance Legislators to develop a model State law on market conduct reform. The Alliance of American Insurers, American Insurance Association, National Association of Independent Insurers and National Association of Mutual Insurance Companies are advocating that NCOIL proceed with model legislation that includes some of the market conduct reforms that the National Association of Insurance Commissioners has developed. These include market conduct analysis, state coordination and uniformity in procedures. A model law from NCOIL including these three areas would go a long way toward solving many of the problems plaguing the current market conduct system, the groups contend.

In a recent letter to NCOIL officials, the trades urged the organization to develop a model act that requires states to submit all consumer complaint data to the NAIC's Consumer Complaints Database in accordance with the uniform complaint recording form, report all examinations to the Examination Tracking System and to maintain the current status of those exams on ETS; and to follow, without exception, the uniform examination procedures in the NAIC Uniformity Outline.

In addition, the four trades wholeheartedly agree with one of the major findings of NCOIL's recent market conduct study, which stated that the purpose of market conduct regulation, and particularly examinations, should be to prevent and remedy unfair trade practices that have a substantial adverse impact on consumers, policyholders and claimants. "Resources should not be wasted on detecting and correcting minor processing errors or inadvertent minor violations of the laws and regulations," the study concluded. "Regulators should pursue substantive abuses and take actions that will result in the mitigation of the greatest harm and restoration of the greatest benefit to consumers and the public." In their letter, the trade groups urged that, "this will be a primary focus of the NCOIL model legislation and that these principles be incorporated throughout the bill."

Willis Group Holdings to acquire San Diego brokerages

Willis Croup Holdings Limited (NYSE: WSH) announced this week that it has signed definitive agreements to acquire Cogdill Bonding and Insurance Services, the assets of the sole proprietorship of Scott J. Tucker and TCT Insurance Services. The brokerages are based in San Diego and have combined annual revenues of approximately \$3.2 million... These transactions, which will be combinations of cash and stock, are expected to close August 31. Cogdill Bonding specializes in surety bond coverage for construction projects in the public and private sectors. Tucker provides group employee benefits consulting and insurance services. TCT, headed by Jill Tucker, provides general property and casualty insurance products. Cogdill, Jill Tucker, Scott Tucker and the respective staffs of their brokerages will be combining their operations with Willis' San Diego office.

SMART'S INSURANCE BULLETIN—Published by Smart's Publishing Group, 361 Scenic Drive, Ashland, OR 97520, 541-482-5189, FAX 541-482-5961 www.smartpub.com. Publisher: James Whitaker, CPCU; Editor: Frederick L. Pilot. SMART'S INSURANCE BULLETIN, ISSN 0736-8348. We encourage readers' news tips and comments. Those and news releases should be sent to our Sacramento Bureau via E-mail to fpilot@smartpub.com (preferred) or by postal mail to 2900 Observatory Drive, Camino, CA 95709. Telephone: 530-295-1176; fax: 530-295-1473. We have made every effort to ensure the accuracy of information published in each issue. Opinions on financial and legal matters are those of the editor and others; professional counsel should be consulted before any action or decision based on this material is taken. Copyright © 2003. All rights reserved. This material may not be quoted or reproduced in any form, including copying machines, or any electronic storage or transmission medium, in whole or in part, without publisher's permission. Inquiries concerning subscriptions, reprints and site licenses should be directed to jwhitaker@smartpub.com or by telephone at 541-482-5189. SMART'S INSURANCE BULLETIN is published 48 times a year. Subscription Rates: One Year — \$467; Two Years — \$797.

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Reform Of Workers' Comp Urged Garamendi Insists Legislators Must Do Something Soon

Tom Abate, Chronicle Staff Writer



State Insurance Commissioner John Garamendi **stood** before a **construction project on** San Francisco's waterfront Wednesday and pressured **state** legislators to reform California's workers' compensation system before they adjourn in September.

Flanked by union officials and business leaders, Garamendi said now that the state has a budget, lawmakers **must hammer** out a workers' **comp** reform **from** dozens of **proposals or** risk losing jobs as employers trim payrolls to meet premiums rising 20 percent a year.

"We are **on** the verge of a serious economic crisis," said Garamendi, adding that private and public employers **will** pay an estimated \$29 billion for workers' **comp** **this** year, compared with about \$10 billion in 1995.

Garamendi timed his appearance to **react** to the latest increase proposed by the Workers' Compensation Insurance Rating Bureau, an industry group that suggests **rates**. The bureau handed Garamendi a 12 percent increase Wednesday. He said it will be tacked onto an earlier proposed increase of **8** percent

"Every employer in the state faces a 20 percent increase in workers' compensation costs (next year) unless the Legislature **acts**," Garamendi said.

There is little dispute that the California workers' **comp** system is a mess, with insurance premiums rising more than four times faster than the medical inflation rate **even** as on-the-job injuries **are** **on** the decline. And while employers say they're getting gouged by premium hikes, injured workers say they often can't get adequate care.

Most observers trace the roots of the current crisis **to the bout of price cutting that followed the** deregulation of workers' **comp** in the mid-1990s. Many cut-rate insurers **underestimated** the cost of claims from 1996 to 2000, and now 27 of them have gone out of business, Garamendi said.

One indication of the magnitude of the problem is that legislators have introduced about 60 bills to deal **with** the workers' **comp** conundrum. But the problem affects so many interests -- large and small employers, unions, medical professionals and the lawyers who represent injured workers -- that solutions have proved elusive.

Before state legislators hunkered down to pass the **budget**, they handed these proposals to a Senate-Assembly **conference** committee, hoping a few **lawmakers** could fashion a reform that could attract enough support to become law.

The Senate conferees are John Burton, D-San Francisco, Richard Alarcón, D-Sun Valley (Los Angeles County), and Charles Poochigian, R-Fresno. The Assembly **is** expected to name Ken

Maddox, R-Costa Mesa (Orange County), Juan Vargas, D-Chula Vista (San Diego County), and another Democrat as its conferees today.

It remains to be seen whether these conferees can craft a compromise at a time when political attention will be focused on the attempted recall of Gov. Gray Davis. Garamendi left no doubt Wednesday that these lawmakers will grapple with tough proposals, like a suggestion for setting specific limits on the rates medical professionals can charge for procedures paid for by workers' compensation.

"We have no choice but to squeeze the providers in this system," Garamendi said.

Business and union leaders echoed his sentiments. Bill Dutra, whose construction firm is building a new pedestrian pier along the waterfront, said "projects are being shelved" because of rising premiums. Dick Zampa, president of the district council of ironworkers, said employers are cutting hires to balance their books.

Clifford Waldeck, whose San Francisco office supply business has nine employees, said small firms have no way to cope with premiums that have risen dramatically -- about 65 percent since 2000 in his case, now costing him 12 cents for every payroll dollar.

"If gas prices had doubled like this, there would be an uproar," Waldeck said. "This is much more subtle because the bills come to the employers."

WORKERS' COMP PREMIUMS OUT OF SIGHT: In an already tough economy, businesses cut losses

By George **Avalos**
CONTRA COSTA TIMES

It's usually a matter of minutes, sometimes seconds.

When you ask **businesspeople** how things are going in California, that's about how long it takes for them to grouse about the workers' compensation debacle.

"I have never seen this level of **frustration** before **from businesspeople** on any issue," said **Allan Zarembeg**, president of the California Chamber of Commerce.

Workers' compensation in California is facing its worst crisis ever, the result of several calamities that have left the system under siege. Employers are shocked by soaring insurance premiums to cover worker injuries. Dozens of insurers have been forced into insolvency. Other insurance companies simply shun the state.

Even worse, workers who are hurt say they must often navigate a bureaucratic maze to obtain sufficient benefits in a timely fashion.

"The system is out of control, it is broken, it is driving companies out of the state, and it harms employees who are truly disabled, but cannot get adequate benefits," Zarembeg said

Insurance Commissioner John Garamendi believes the state Legislature must act this year or the workers' compensation system could melt down in 2004. He tells of a 3-foot-high stack of papers by his desk that consists of complaints **from** employers about workers' compensation.

This is a real crisis, and the system can implode unless we have immediate reforms," **Garamendi** said.

The current tattered workers' compensation system arose in part **from** a deregulation of the industry that unleashed fierce price competition among **insurance** companies a decade ago.

In the **1990s**, insurers offset losses on workers' compensation premiums with big gains **from** the stock market boom. But when the boom went **bust**, the hefty profits evaporated, leaving insurers to grapple with a- shortfall. Without an investment cushion, price cuts forced many insurers to the brink -- and beyond -- of financial ruin.

"It's the perfect storm coming together," said Ken Johnson, a broker with Arthur J. Gallagher Insurance Brokers in San Francisco.

Since 1999, 28 private insurance carriers have lurched into insolvency. To avoid the same fate, the survivors have been forced to jack up their premiums. That has squeezed employers just as they try to cope with California's recession-

"Workers' comp is an added cost of doing business in California, which is already a very expensive place for companies," said Sung Won Sohn, chief economist with San Francisco-based Wells Fargo Bank.

It's not just the employers who suffer. Researchers have found that more injured employees in California had to wait longer in 2000 compared with 1998 to receive their first payment, once they had made a claim.

William, an auto mechanic living in Vacaville who did not want his last name published, knows all about the bureaucratic maze that can delay benefits. In 1999, William blew out a disc in his back. Yet while he can only walk with the aid of a cane, William could wind up with a benefits plan that he said won't cover his medical costs and lost wages.

That's because William's workers' compensation insurance company became insolvent. The insurer's assets have been taken over by the California Insurance Guarantee Association.

But CIGA faces severe financial problems of its own related to workers' compensation, and could even teeter into bankruptcy. The financial woes have ratcheted up the pressure on CIGA to buy out claims such as William's as cheaply as possible. CIGA's offer is inadequate, William maintains.

William asked for a lump sum of \$102,600, a lifelong pension of \$90 a week, and free medical benefits for any treatments related to his back or left arm, which also was injured. CIGA offered a lump-sum payment of \$40,000 and nothing else.

"I told my attorney that it's not right, it's not fair," William said. "My attorney said, 'Don't expect fair.'"

Business executives also are suspicious about workers' compensation fraud. One employer wonders why a growing number of workers' compensation claims are filed by employees who have slipped and fallen, with no witnesses. Another is upset that people are walking into some of his business locations, randomly asking employees if they have been injured on the job.

Randal Destmel, who runs Santa Rosa-based Mead Clark Lumber, said he has videos of some employees who have filed claims and are out of work with shoulder injuries, but have been taped carrying heavy generators at other job sites. Another employee, Destrueel said, complained about shoulder injuries. When asked by a doctor what she does in her spare time, she replied she rides in the rodeo.

"They do all this stuff, and they still get settlements," Destmel said.

As the system staggers from crisis to crisis, recriminations abound. Lawyers who represent employees are sometimes accused of being too aggressively litigious. Physicians treating injured workers are suspected at times of prescribing extravagant procedures.

But lawyers and doctors deny the fault is theirs.

John Whit&w, past president of the California Medical Association, notes that for 16 years, physicians have been working at the same fee schedule, with only one modest increase, for workers' compensation treatments.

"There have been no major increases in fees for back surgeries, knee surgeries, eye operations, the kinds of things you expect for workers' comp cases," Whitelaw said. "We don't see there is justification to point fingers at physicians."

Similarly, attorneys believe they didn't cause the problem. Mark Gearhart, **founding** partner with **Gearhart & Otis**, a Pleasant Hill law firm that represents employees in workers' compensation cases, said insurers must shoulder much of the responsibility.

Fees for attorneys who represent injured workers are capped at around 12 **percent** to 15 percent of a settlement amount. **In** contrast, personal injury attorneys **often** can charge 33 percent to 50 percent in a settlement, Gearhart said.

The real problem, Gearhart insisted, is the deregulation of the 1990s that encouraged insurance companies to slash prices, forcing many out of business because their rates became unprofitably low.

"The chickens are coming home to roost for the insurance industry," Gearhart said. "They are losing money and jacking up rates. They are trying to collect on their own bad business judgments on the back of their customers."

The collapse of so many insurance companies means the State Compensation Insurance Fund, a nonprofit public organization that was established in 1914 to provide workers' compensation insurance to employers, is facing new financial pressures. State Fund effectively is the workers' compensation **insurer** of last resort, and is facing heavy demand for policies.

State Fund has been forced to demand big rate increases to cover an unexpected increase in medical benefits, weak returns in the stock market, and its own decision to build up a large surplus to cope with its own dramatic growth, said Jim Zelinski, State Fund spokesman.

As a result, State Fund wrote \$5.3 billion in premiums during 2002, up 47 percent **from** the nearly \$3.6 billion in premiums in 2001.

California employers and State Fund are braced for more turmoil. Gov. Gray Davis in 2002 approved a bill to drastically increase the maximum benefit payments to workers. Temporary disability benefits in California this year reached \$602 a week, a 47 percent increase from 2002. By 2005, maximum benefits should hit \$840 a week.

A number of business owners said premiums are soaring by 30 percent to 100 percent, with increases of 40 percent to 50 percent being common.

Medical costs have propelled the premium increases. The average **cost** per workers' compensation claim was **\$52,000** in 2002, up 15.5 percent from **2001**. Cash payments to injured workers who were temporarily or permanently disabled averaged about \$21,000 per claim, **up** 4.8 percent from 2001, according to the Workers' Compensation Ratings Insurance Bureau.

But medical costs in 2002 averaged \$31,000 per claim, up 24 percent **from** 2001.

Other factors: more frequent claims for permanent partial disabilities, greater use of vocational rehabilitation, and higher administrative expenses to deliver benefits to workers, according to a separate study by the Workers Compensation Research Institute in Cambridge, Mass.

On the front lines, the actual increases are nothing short of astonishing. That's what Buck Worthing, managing owner of Lafayette-based Mallard Holding Co., which owns and operates 11 Burger Kings, found out.

"Just a few years ago, we paid \$5,000 a month for workers' comp," Worthing said. "Now we pay close to \$16,000 a month. We anticipate it will go to \$22,000 a month."

Concord-based Cables Unlimited, jolted by a big jump in premiums, eliminated 20 percent of its work force, said Ben Hunter, Cable's chief executive.

"Before, you might be undecided about letting somebody go," said Hunter. "But with workers' comp and the economy, you react much more quickly to cut jobs."

Jay Dynes, an Antioch carpenter, laid off all his employees because of workers' compensation rate hikes.

"It has cost every employee I had," said Dynes, who will probably leave California once his daughter is out of school in five years.

"I'm out of here; unless things change," Dynes said.

Mitchell Greif didn't wait that long. Greif, chairman of Coast Converters Inc. of Los Angeles, was shocked by the workers' compensation bills for his company, which makes plastic bags for items including magazine wrappers and bread bags.

In 2001, Coast Converter had a \$225,000 premium. Last year, it went to \$375,000. This year, it shot to \$570,000. By 2004, the premium would have jumped to \$700,000.

Greif decided to move his company to Las Vegas, where workers' compensation costs \$180,000 a year. Coast's shift erased 112 California jobs.

"Talking about this mess is my going-away present to California," Greif said. "I love this state. But if I stayed here, I would be forced out of business. I'm mad as hell that I have to leave."

Pat Leiser, senior vice president with Vallejo-based PetroChem Insulation, said his firm pays \$900,000 for workers' compensation in California. For all the work PetroChem does outside the state, total costs are \$165,000 a year -- even though most of PetroChem's business is outside of California.

"You want to know why people are leaving the state? That's why," Leiser said.

Officials in other states, like Somer Hollingsworth, president of the Nevada Development Authority, are only too happy to welcome the refugees. Hollingsworth said an exodus of California businesses is under way.

In less than a year, about 20 companies have moved to southern Nevada-from California. As a group, they represent about 1,000 jobs, he estimated.

“This is an opportunity to pick up some great companies from California,” Hollingsworth said.

In Sacramento, state lawmakers are talking reform. But legislators are preoccupied with the budget mess and the recall. As a result, comprehensive reform has yet to emerge from the Capitol dome.

“The solutions are out there,” Zaremberg said. “What we lack is the political will.”

California's Workers' Comp System Takes Another hit

By George Avalos
CONTRA COSTA TIMES

California's workers' compensation system, already ravaged by skyrocketing medical costs and insurance premiums, may not be able to pay tens of thousands of injured or disabled workers.

The new workers' compensation fiasco: A backup fund that pays claims to injured workers is tottering on the edge of bankruptcy and is attempting to borrow \$1.5 billion to stay afloat.

The setback has remained largely beneath the radar of ordinary residents preoccupied with California's recession and budget crisis.

But if the **fund** runs out of money, no cash will remain to pay injured workers.

"By far this is the worst problem we have ever had," said Lawrence **Mulryan**, executive director with the California Insurance Guarantee Association.

Without the money, the insurance guarantee group, also known as CIGA, would no longer be able to steer cash to workers for medical treatment and rehabilitation services, along with income maintenance for those with illnesses or injuries related to their jobs.

"The association is bankrupt," said state Insurance Commissioner John Garamendi. "Their liabilities exceed their assets."

CIGA was established in 1969 to take over the assets of insolvent insurance companies and pay claims to vehicle owners, homeowners, business owners and injured or disabled workers formerly covered by those companies.

CIGA's difficulties are merely the latest debacle to batter the workers' compensation system.

Fast-rising medical bills and legal costs are making claims more expensive and forcing insurance premiums to skyrocket. Competition has dwindled because of the departure or insolvency of dozens of insurers that specialize in workers' **comp**.

And as companies operating in California get socked with premiums that spiral higher, some are freezing their hiring, cutting back their staff or leaving California altogether.

"The financial instability that CIGA faces is simply a reflection of the crisis in the entire workers' **comp** system," said Assemblyman Keith **Richman**, R-Granada Hills, a member of the Assembly Insurance Committee.

CIGA pays about \$80 million to \$90 million a month to injured workers who have covered claims with insolvent insurers. It is funded by a 2 percent fee that insurers tack on to their workers' **comp** premiums.

But the pace of payments has savaged the association's workers' **comp** fund: It now contains only \$10 million to \$15 million, Muh-yan said. Just a couple of years **ago**, before the workers' **comp** system veered into its present crisis, CIGA was paying out about \$4 million a month.

"As workers' comp costs keep rising, the association has to keep readjusting claim payments," said Norman Williams, a spokesman for the Department of Insurance. "Getting your broken arm treated two years ago may have been much cheaper than it is today."

The cash crisis for the fund has forced the organization to implore state officials to authorize a financial bailout.

To keep the payments going, CIGA is borrowing from two other funds it handles, one for automobile and homeowners claims and the other for certain commercial insurance lines. But this plan will severely erode those funds by late 2004, Mulryan said.

"There is no question we need to borrow money," Mulryan said. "We can't continue to borrow from those other accounts."

The risks are huge, and a decision on a new source of cash must come soon, the commissioner warned.

"When the fund runs out of money, there will be nothing to pay injured workers," Garamendi said.

Reformers also view the system's woes as yet another economic threat to the tarnished Golden State. Some companies may exit California for locations with cheaper workers' comp expenses, and others may have to shut their doors.

State lawmakers are expected to attempt to cobble together a legislative package soon that would overhaul the workers' comp system. The nature and timing of the possible cure are unknown, however.

The quagmire for CIGA comes as California is crippled by a \$38 billion budget deficit. The intensified woes for workers' comp also suggest the state's financial virus has begun to infect more institutions linked to state government.

Just a few weeks ago, state officials revealed the fund that pays unemployed workers is teetering on the brink of ruin. The unemployment insurance fund won't be able to pay benefits to jobless workers by early 2004 without a financial shot in the arm.

The money woes mean state leaders may be reluctant to borrow more money, to pay ongoing bills on an emergency basis. It also may be tough for California to float more bonds, since its credit rating recently plunged, and it is already borrowing piles of cash.

One solution would enable the guarantee association to borrow from its other accounts over several years. CIGA would in effect borrow money from homeowners, automobile and commercial insurance companies and then repay those insurers with interest.

"Borrowing from the other funds is a lot cheaper, about 30 to 45 percent cheaper, than paying back a bond measure," Garamendi said.

But the insurance commissioner would have to give his blessing to the proposal, and the Legislature would have to pass a law and get the governor's signature for this plan to materialize.

As officials ponder which balm to apply to CIGA, one business owner, John Tatum, chief executive officer with Livermore-based Heritage Paper, suggested CIGA's woes are but one piece of an extensive problem.

"Workers' comp seems to be broken," Tatum said. "It's a horrible, horrible mess."

WCIRB to Propose 12% Increase in Pure Premium Rates Effective Jan. 1, 2004

July 28, 2003 / Insurance Journal

The WCIRB Governing Committee recently approved the filing of an average 12 percent increase in advisory pure premium rates to be effective on policies incepting on or after Jan. 1, 2004.

The recommended increase was based on an analysis of loss and loss adjustment experience as of March 31, 2003. Included in the 12 percent increase is a 5 percent provision to reflect the cost of Assembly Bill No. 749 on 2004 policies and a 1.8 percent provision to reflect the expected long-term average cost of losses arising from earthquakes.

The WCIRB anticipates submitting a rate filing with the California Department of Insurance next week. It is expected that the

Insurance Commissioner will hold a public hearing to consider the proposal in September.

The WCIRB will make the rate filing available on its Web site once it is filed.

9-6-179 93

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Bryant J. Baehr, Manager of Operations

**SUBJECT: CONSIDERATION OF ACCEPTING THE MEXICAN CONSULAR ,
KNOW AS THE “MATRICULA CONSULAR,” AS A FORM OF
IDENTIFICATION FOR PURCHASING BUS PASSES WITH A CHECK.**

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors authorize the acceptance of the Mexican Consular, known as the “Matricula Consular,” as an accepted form of identification for purchasing bus passes with a check issued from a local bank.

II. SUMMARY OF ISSUES

- Staff was contacted concerning the acceptance of the Mexican Consular or “Matricula Consular” for the purposes of purchasing bus passes with a check issued from a local bank. Staff determined that Transit District policy only allows for a Valid California Identification Card or Valid California Drivers License as identification when purchasing bus passes with a check.
- The Mexican Consular or “Matricula Consular” is issued by the Mexican Consulate and contains state of the art security measures to prevent falsification.

III. DISCUSSION

On August 19, 2003 staff was contacted concerning the acceptance of the Mexican Consular, known as the “Matricula Consular,” a proof of identification for the purchase of bus passes with a check issued from a local bank. Staff investigated Transit District policy and it was determined that the only forms of identification acceptable for purchasing bus passes with a check, issued from a local bank, were a valid State of California Identification Card or Valid California Drivers License.

The Mexican Consular or “Matricula Consular” is issued by the Mexican Consulate and contains state of the art security measures to prevent falsification.

Staff contacted the flowing jurisdictions and inquired as to whether they accepted the “Matricula Concular” as a form of identification. The results were:

Jurisdiction	Accepted (Yes – No)
County of Santa Cruz	Yes

City of Santa Cruz	Yes
City of Watsonville	Yes
City of Scotts Valley	No
City of Capitola	No

Staff is recommending that the Board of Directors allow the acceptance of the Mexican Consular or “Matricula Consular” as a valid form of identification for purchasing bus passes with a check issued from a local bank

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: Transit District policy #AR – 2001 Checks and Money Orders Acceptance Procedures

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment A

Regulation Number: AR- 2001

Computer Title: check.doc

Effective Date: 2/28/92

Pages: 3

TITLE: CHECKS AND MONEY ORDERS ACCEPTANCE PROCEDURES

Procedure History

REVISION DATE

SUMMARY OF REVISION


APPROVED

August 1995

Revise format without content change

04/24/03

New title without content change



I. POLICY

1.01 It is the policy of the Santa Cruz Metropolitan Transit District that customers may pay for bus passes in the form of cash, personal check, travelers check or money order.

II. APPLICABILITY

2.01 This policy is applicable to customer service representatives in the Customer Service Department.

III. PROCEDURE FOR ACCEPTING PERSONAL CHECKS

3.01 Name, address and check number **MUST** be imprinted on the check. **NO** temporary checks are allowed. Make sure the address is the current mailing address.

3.02 Check must be for the amount of purchase **ONLY** and made payable to SCMTD.

3.03 No out of county checks nor checks from out of county banks. **EXCEPTION:** Out of county bank with **LOCAL** Santa Cruz county address imprinted on check.

3.04 Checks must be properly signed and dated.

4.04 One form of a current photo ID must be presented (passport, driver's license, etc.)

4.05 Initial back of check.

V. PROCEDURE FOR ACCEPTING MONEY ORDERS

5.01 Money orders must be for exact amount of purchase and made payable to SCMTD.

If you have any concerns or suspicions about a particular piece of identification, do not accept it. Persons with concerns about SCMTD's check policy should be directed to the Ticket and Pass Specialist at 425-3822 or 425-8600.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 25, 2003 (Revised for September 26, 2003 Board of Directors meeting)
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
**SUBJECT: CONSIDERATION OF ONE-YEAR REVIEW OF PARACRUZ
RECERTIFICATION**

I. RECOMMENDED ACTION

Staff is recommending changes to the Metro ParaCruz Service Eligibility and Appeals Process Policy that include: changes to the immediate need certification process, the correction of grammatical errors and clarification of practices.

II. SUMMARY OF ISSUES

- At the April 25, 2003 Board of Directors meeting the request was made to conduct a one-year review concerning the recertification / certification process enacted August 01, 2002.
- On May 27, 2003 staff hosted a community stakeholders meeting to discuss ParaCruz service and to solicit public input. Community stakeholder input is attached as Attachment E.
- Staff completed a review of the existing Metro ParaCruz Service Eligibility and Appeals Process procedure and prepared recommendations for change.
- To date, 2,177 recertification / certifications assessments have been accomplished with 51 appeals submitted.
- At the July 25, 2003 meeting comments were received concerning the immediate need process, a position paper submitted by Director Spence and additional information requested concerning the identified skilled nursing facilities.

III. DISCUSSION

At the April 25, 2003 Board of Directors meeting the Board of Directors requested that staff conduct a one-year review of the ParaCruz recertification / certification program.

Background

Paratransit service is provided by the Transit District, as required by the Americans with Disabilities Act, as a complimentary service to the fixed route service. Paratransit is designed for persons who cannot access the fixed route service due to a disability.

From April 1999 through March 16, 2001 staff worked with the community stakeholders and Nelson / Nygaard (a private consulting firm) to review existing paratransit certification policies and procedures. This review entailed numerous meetings with paratransit stakeholders and staff in an effort to prepare recommendations to the Board of Directors concerning the recertification / certification of persons accessing paratransit service. The culmination of those meetings resulted in the Board of Directors receiving recommendations and adopting changes to the paratransit certification process at the March 16, 2001 Board of Directors meeting.

On August 01, 2002 Orthopedic Hospital (the Transit District's contractor for recertification / certification services) began the recertification / certification process. As of June 30, 2003 - 2,177 recertifications / certifications assessments have been completed.

Staff hosted a meeting on May 27, 2003 at the Santa Cruz Police Department Community Room to receive community stakeholder input on the recertification/certification process. The meeting was attended by:

Bryant J. Baehr, SCMTD	Steve Paulson, SCMTD
John Daugherty, SCMTD	Margaret Gallagher, SCMTD
Eileen Pavlik, SCMTD	Sharon Barbour, MASTF
Sena Dolowich, Satellite Dialysis	Lois Nieuwstad, Senior Network Services
Brenda Moss, Senior Network Services	Bonnie McDonald, Senior Network Services
Helene Puckett, Pacific Coast Manor	Bonnie Morr, UTU
Arturu Zamudi, UTU – Lift Line	Kathleen Johnson, Ombudsman
Clay Kempf, Seniors Council	Michael Bradshaw, CCCIL
Manny Martinez, SEIU	Jenna Glasky, SEIU
Carolyn Bliss-Isberg, Stroke Center	Director Pat Spence
Connie Drummond, Pacific Coast Manner	
John Wood, ParaCruz Appeals Panel Member	
Colleen McFadden, Senior Network Services – Linkages Program	

Included, as Attachment E to this staff report, is a detailed listing of the comments received and staff responses to the May 27, 2003 one-year review meeting.

At the July 25, 2003 Board of Directors meeting comments were received concerning the following:

1. Immediate need process
2. Position paper from Director Spence
3. Additional information requested concerning the skilled nursing facilities

Immediate Need

Staff, based on Director / public comments, revised the immediate need portion of the ParaCruz Service Eligibility and Appeals Process Policy to provide an improved service to the District's customers and eliminate confusion. Staff has attached the revisions for review. Staff is requesting that a time limit be placed on immediate need certification. According to existing

Transit District procedures, the maximum amount of time from arranging an interview to an eligibility decision is fourteen (14) days. The revised immediate need certification takes into account this timeline.

Comments submitted by Director Spence.

Staff updated Sections 9.02 and 9.03 of the ParaCruz Service Eligibility and Appeals Process Policy to reflect Director Spence's direct policy revision comments. Staff reviewed Director Spence's additional comments relating to the functional assessment. Staff will work with Orthopedic Hospital to ensure that should the Appeals Panel refer an applicant for additional testing that the tests can be completed and the results reported to the panel.

Additional information requested concerning the skilled nursing facilities

Staff contacted the skilled nursing facilities listed on Page 9A-5 in the July 2003 ParaCruz staff report. The skilled nursing facilities would not release occupancy and/or patient turnover rates citing HIPA confidentiality concerns, and in some cases, lack of information.

Highlights of proposed changes include:

3.05.1 Certification for an immediate need will not be evidence of eligibility for the METRO ParaCruz service.

New language to provide clarification and eliminate confusion.

5.03.1 Upon request the applicant will be provided with transportation to and from the interview at no cost.

Clarification of existing practice.

9.03 The chair will welcome all participants for each appeal hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee, who acts as host, to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least ten (10) days in advance of the hearing. The applicant can request that the individual hosting the ParaCruz eligibility determination not remain in the hearing after the initial presentation. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

Some participants in the appeals process felt uncomfortable having staff at the appeal hearing while they describe why their eligibility determination should be changed by the

appeals panel. This change allows for the committee to excuse the administrative staff person from the hearing. This proposed policy change does not change the composition of the Appeals Panel. This language also incorporates Director Spence's comments detailed at the July 25, 2003 Board of Directors meeting.

10.04.1 Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the initial decision of restricted, conditional or unconditional eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

The original language talked about sustaining the denial of eligibility. Some applicants for ParaCruz Service appeal their determination of “conditional” or “restricted” eligibility. This clarifies existing practice.

Staff is working to improve on communication with the community stakeholders, applicants and customers who access ParaCruz service. ParaCruz staff is also working to improve the format, information and instructions that applicants receive concerning eligibility, the determination of eligibility and how the appeal process works.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A:** List of organizations contacted for March 16, 2001 staff report
- Attachment B:** List of organizations contact for the public meeting held on May 27, 2003
- Attachment C:** Comments submitted by Senior Network Services
- Attachment D:** Comments submitted by Pacific Coast Manor
- Attachment E:** Comments submitted and staff responses from May 27, 2003 meeting
- Attachment F:** Revised proposed revisions to the Metro ParaCruz Service Eligibility and Appeals Process Policy
- Attachment G:** ParaCruz Certification/Recertification Participant Graph
- Attachment H:** ParaCruz Certification/Recertification Appeals Graph

Attachment I: Additional information provided for July 25, 2003 Board of Directors meeting.

Attachment J: Comments submitted by Director Spence at the July 25, 2003 Board of Directors meeting

Stakeholder Groups Representing Seniors and People with Disabilities

The 77 groups on the METRO Mailing List that received the first draft materials on Paratransit Recertification:

Alliance for the Mentally **Ill** of Santa Cruz County
Alzheimer's Association of Santa Cruz
 American Cancer Society
 American Red Cross
Cabrillo College Disabled Student Set-vices
 Cabrillo College Stroke Center
California Grey Bears
 CASA of Santa Cruz County
 Catholic **Charities** Family Program
Central Coast for Independent Living
Citizens Committee for the **Homeless**
City of Santa Cruz
 Community Foundation of Santa **Cruz** County
Community options
 Davenport Resource Center
 Del Mar **Caregiver** Resource **Center** House
 Dominican Hospital Psychiatric **Services**
 Dominican Oaks
 Dominican Restorative Care Unit
Doran Center for the Blind and Visually Impaired
 Easter Seal Society of Monterey Bay Region
Elderday Adult Health Care Center
 Elderly **&** Disabled Transportation Advisory **Committee**
 Family Service Association of **Pajaro** Valley
 Family Service Association of Santa Cruz County
 Food and Nutrition Services
 Foster Grandparent Senior Companion Program
 Goodwill Industries
 Head Start
 Hospice Caring Project of Santa Cruz County
 La **Alianza** Del Valley Pajaro
La Posada
 Lifespan Care Management. Agency
Lifeline/CTSA
 Lion Eye Fund Santa Cruz County
Live Oak Senior Center
Mental Health Client Action Network
 Mental Health **Services** of Santa Cruz County
 Mental Heath Resource Center
 Metro Accessible **Services** Transit Forum
Metro Users Group
Mid County Senior Center
Pajaro Valley unified School District
 Palomar **Inn**
Porter-Vallejo Community Center-Santa Cruz
San Andreas Regional Center
 San **Lorenzo** Valley Unified **Schools**
Santa Cruz City **Schools**

Santa **Cruz** Community Counseling Center
Santa **Cruz** County Commission on Disabilities
Santa **Cruz** County Health **Services** Agency
Santa Cruz County **Office** of Education
Santa Cruz County Regional **Transportation** Commission
Santa **Cruz** County Seniors Commission
Santa Cruz County Veterans **Service Office**
Scotts Valley Senior Center
Senior Citizens Center of Santa Cruz
Senior Citizens **Legal Services**
Senior Citizens Opportunity
Senior Citizens Organization of San **Lorenzo** Valley
Senior Community Service Employment Program
Senior **Information** and Referral-Santa Cruz
Senior Information and Referral-Watsonville
Seniors **Council/Area** Agency on Aging
The Salvation Army-Santa Cruz Corps
The Salvation **Army-Watsonville Corps**
The Shelter Project
UCSC Disability Resource Center
United Cerebral Palsy of California
Valley Resource **Center**
Volunteer Center of Santa Cruz County
Watsonville Care **Center-East** and West
Watsonville **Community** Hospital
Watsonville Residential Care
Watsonville Senior Center
Young at Heart Project
Youth Services

Organizations Contacted for May 27, 2003 ParaCruz Meeting

Aegis of Aptos	Mental Health Services of Santa Cruz
Alliance for Mentally Ill	Mid County Senior Center
Alzheimers Association	MUG (Metro Users Group)
American Cancer Society	Pacific Coast Manor
American Red Cross	Palomar Inn
Cabrillo College Disabled Services	Poppy Hill
Cabrillo College Stroke Center	Porter-Vallejo Community Senior Center
California Grey Bears	Salvation Army of Watsonville
California State Department of Rehab	San Andres Regional Center
CASA of Santa Cruz County	San Lorenzo Valley Unified Schools
Catholic Charities Family Program	Santa Cruz City Schools
CCCIL (Central Coast Center For Independent Living)	Santa Cruz Community Counseling
Commission On Disabilities	Santa Cruz County Schools
Community Options	Santa Cruz County Seniors Commission
Davenport Resource Center	Santa Cruz County Veterans Services SCCRTC
Del Mar Caregivers Resource Center	Scotts Valley Senior Center
Dominican Hospital Psychiatric	Senior Citizens Organization of San
Dominican Oaks	Satellite Dialysis (Santa Cruz & WAT) Lorenzo Valley
Dominican Restorative Care Center	Senior Council
Doran Center For Blind And Visually Impaired	Senior Legal Services
E&DTAC (Elderly And Disabled)	Shelter Project (The)
Easter Seals of Monterey Bay	Shoreline Occupational Services
Elderday Adult Health Care Center	Sunbridge (East and West)
Family Service Agency	TRIAD
Family Services Assn. of Pajaro Valley	UCSC Disability Resource Center
Foster Grandparents/Sr. Companions	United Cerebral Palsy Of California
Goodwill Industries	Valley Resource Center
Hospice Caring Project	Via Pacifica Gardens
La Alianza Del Valle Pajaro	Volunteer Center of Santa Cruz
La Posada	Watsonville Care East And West
Lifespan Care Management	Watsonville Community Hospital
Lifeline/Community Bridges/Food & Nutrition Services	Watsonville Residential Care
Lion Eye Fund	Young At Heart
Live Oak Senior Center	Youth Services
MASTF (Metro Accessible Services Transit Forum)	Youth Services Watsonville
Mental Health Client Association	

SENIOR NETWORK SERVICES

1777-A Capitola Road
Santa Cruz, CA 95062
(831) 462-1433

Attachment C

Concerns about Para-Transit Certification Process May 2003

1. Include a medically trained person on the appeals committee or give more weight to rider's doctor's report.
2. A review of the criteria for Skilled Nursing Facility care would indicate that people living in these facilities are, by definition, too disabled to use the bus system on a regular basis. Why must they be subjected to the unnecessary ordeal of attending a para-transit re-certification appointment?
3. If the criteria is function, a person should be asked to **demonstrate** abilities. The simulation should closely resemble a real life outdoor experience. Seniors especially, don't want to admit they can't do things anymore.
4. Appeals board should be completely impartial, not Metro employees.
5. Persons with disabilities who serve on the Appeals committee should include those who became disabled later in life, when it is not often easy to adapt.
6. Before deleting a client out of the system, make a follow-up call to see if the person received re-certification notice, and give them an opportunity to arrange an appointment (also provide an extension at this time). This is especially important if original application was based or partially based on mental or visual impairment.
7. If a person calls for transport and is told that their service is no longer valid because they didn't respond to the notice for re-certification, they should be allowed a 30 day extension of service, provided they call Metro that same day and make an appointment for the evaluation. (Some may even need help making that call).



A United Way Agency

8. Be more receptive to feedback from case managers who are trying to assist clients with their transportation needs. If someone has a case manager it generally means they are not able to manage their own affairs. Case managers should be allowed to request a 30 day extension without question in order to give the case manager time to make sure the rider gets to the re-evaluation session.
9. Please review the client file before determining that an extension is not warranted. A small number of para-transit users are not capable of responding to a written notice and taking the necessary action to arrange for the re-certification appointment. Some of these people don't have friends, family or case managers to assist them. How do we know that some very isolated, low-functioning riders haven't been removed from the service simply because they can't respond to written communication?
10. A senior who uses a walker and a cane should not have to go through two separate re-certification procedures as some have had to do. Many people use both depending upon their disease process and what kind of a day they are having. The original letter should make clear which device they should bring, or that they should bring both.
11. The letter telling them to come to the evaluation isn't clear about location, where to park if someone is going to bring them, how to use the elevator in the Metro building. Communication sent to riders must be as clear as possible and should explain why this is happening and what the appeal process is.
12. Are Seniors being given an easy-to-read list of para-transit alternatives? Does this include bus passes and taxi scrip?



Pacific Coast Manor

May 30, 2003

RECEIVED JUN 02 2003

To: Whom It May Concern

In response to the open forum held on Tuesday, May 27th regarding the recent changes in the services provided by Lifeline and Paratransit and the assessment methods currently being implemented over the last 6 months.

We want to emphasize the unique population that resides in the long term care facilities. The fact that they have been admitted to long term care identifies them as being mentally or physically impaired well beyond any ability required to access public transportation independently.

When a resident is admitted into Pacific Coast Manor, they are screened upon admission and again quarterly by interdisciplinary licensed professionals. This screening document is titled "Minimum Data Set 2.0 (see attached. form). Social Service professionals are mandated reporters for a variety of other reasons and are capable of mainstreaming your qualification process with integrity and reliability.

We strongly suggest that you acknowledge this work and not duplicate reliable assessments already in place that qualify these residents for 24 hour care and supervision. This identifies them as clients for Lifeline and Para-transit services as long as they reside in a long-term care facility.

These clients also need immediate coverage as they are in a transitional state related to their disability whether it is of recent onset, temporary or permanent and have medical appointments related to the situation. Currently it is taking over a month to get them registered. We want to fax a form and receive confirmation within 24 hours much like it was in the past.

There is no measurable variation in this population that would justify elaborate procedures for screening. We understand your budgetary constraints as we face similar difficult decisions. We all must examine our practices and procedures.

Thank you very much,

Connie Drummond MSW
Helene Puckett AD

Input / staff comments from Public Meeting held on May 27, 2003

Eligibility Assessment

Comment	Staff Response
<p>1. METRO is duplicating assessments. It was reported that assessments are completed to qualify individuals for other programs that are funded through the County of Santa Cruz, State of California and the Federal Government. Comments were that the assessment conducted by METRO are a duplication of effort and an expenditure of funds that could be saved.</p>	<p>Qualifying for programs offered through the County of Santa Cruz, State of California and the Federal Government have varied criteria. It is unknown if those criteria meet the requirements of the Americans with Disability Act (ADA). ParaCruz is mandated by the ADA and has very specific eligibility criteria.</p>
<p>2. When METRO conducts an initial needs assessment the community should be involved.</p>	<p>There was an extensive outreach process conducted while the ParaCruz policies and procedures were being revised. Seventy-seven (77) community groups were contacted to provide input prior to the recommendations going to the Board of Directors. ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides.</p>
<p>3. METRO develop a “trigger” list of questions regarding specific disabilities.</p>	<p>Comment forwarded to Orthopedic Hospital, METRO’s certification vendor, for comment.</p>
<p>4. Currently there is a month between the application being filed with METRO, the assessment be completed and the completion of the certification process.</p>	<p>Currently when a ParaCruz certification request is received, if the applicant is available, they will be seen within 7 days. After the certification assessment, the determination notification is sent within 7 days.</p>
<p>5. A person applying for METRO ParaCruz be temporarily eligible for the service until the certification process is complete.</p>	<p>Providing an applicant with temporary eligibility until the certification is complete would be a confusing process for the applicant. The applicant might presume that they are unconditionally eligible for the service prior to the determination being made. Should the applicant disagree with the eligibility determination, the appeal process can take up to 90 days to complete. During that time the applicant would be accessing services, diverting service from others that are qualified, where at the end of the appeal process they might not have qualified for the service. “Immediate</p>

	need” certification is available for unforeseeable situations.
6. Metro should provide a person with a medical and occupational background at all stages of the process.	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person’s functional ability. Applicants can bring any specific medical information to the assessment for consideration. Costs associated with providing a medical professional at all stages of the process cannot be determined at this time. Medical professionals in Santa Cruz County are at a premium.
7. The ParaCruz certification process should assess the entire individual representing the whole picture of the person.	Eligibility for ParaCruz service is based on a functional assessment. Applicants have a face-face interview with an assessor and have the ability to discuss their disability and the limitation that the disability presents. The assessors are trained to be respectful and to listen to the applicant taking into account all the information provided by the applicant and the responses / interactions to the face-to-face interview.
8. At assessment explain to assessor medical condition	Applicants are asked about conditions that prevent them from being able to access the fixed route system. They may also provide additional documentation for the assessor to review.
9. At the Appeal stage appeal panel members have a medical background	The role of the appeals panel is to verify that the assessment process was followed—not to perform a re-assessment. Therefore, applicants who wish to provide medical information at the appeal stage may do so to substantiate their appeal.
10. Professionalism of assessment	Staff strives to ensure that applicants are treated professionally and respectfully. Staff has not received any specific complaints from applicants concerning unprofessional behavior.
11. Knowledge of community for assessment point of "barriers"	Orthopedic Hospital hired a long time local resident as program manager to ensure that community barriers could be

	identified. All employees of contractor are local residents.
12. Conditional eligibility--what does that mean--	Individuals who have a variable condition that sometimes-but not always-prevents them from being able to access the fixed route system are found to have "Restricted eligibility- conditional"
13. Few people are denied ParaCruz Service --use community resources	The policies and procedures adopted by the Board of Directors ensure that the Transit District is in compliance with the Americans with Disabilities Act.
14. More outreach on site visits "identified populations."	Staff is continually evaluating requests for on-site assessments. When appropriate, certification assessors are dispatched to various locations. To date, 14 off-site assessments have been completed.
15. Follow up on persons not certified—verification of situation	METRO sends a letter of explanation to the applicant denied ParaCruz service and provides information on the appeal process and whom to contact. The ParaCruz department also sends a listing of other transportation services provided in Santa Cruz County. There are community resources to assist applicants who have been denied the use of ParaCruz. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation.

Recertification

Comment	Staff Response
1. Recertification is taking up time and external agency costs.	Staff acknowledges that changes in ParaCruz policies and procedures may result in applicants turning to outside agencies for assistance and that may create an impact on agency resources. The recertification process ensures that persons eligible to receive ParaCruz service do and those not eligible are not using resources that diminish capacity.
2. Dialysis Center needed to “beg” METRO for on-site assessment	The assessment program was originally designed to have customers seen at 3 locations throughout the County. At the beginning of the process, there was some difficulty in determining how the process would work for on-site visits at other locations. Once the need was identified, staff worked with dialysis center to coordinate an on-site assessment.
3. Recertification letter more clear to customer	Staff accepts this comment and is actively working on improving the letter with more understandable language.
4. Contact with customer after the recertification letter is received.	ParaCruz Department correspondence includes contact information and offers assistance to applicants who contact staff. There are community resources to assist applicants who have been denied the use of ParaCruz. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation.

Appeal Hearing

Comment	Staff Response
1. No metro personnel on appeals panel	The Santa Cruz Metropolitan Transit District is the entity responsible for complying with the Americans with Disabilities Act as it relates to the provision of paratransit service. Staff presence in the appeal process is limited to the General Manager or designee and cannot include anyone associated with the determination of eligibility for ParaCruz service.
2. Extra step after appeal prior to lawsuit.	The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend adding another appeal level.

General

Comment	Staff Response
1. METRO provide an advocate for individuals at METRO's expense.	Currently the budget does not allow for the addition of paid staff. Agencies throughout the county (Senior Network Services, Central Coast Center for Independent Living and others) provide this service.
2. METRO should tear up the policy, go back to the way it was and start the policy revision process from scratch.	The ParaCruz policies and procedures were developed with extensive community involvement and input from April 1999 through March 2001. Staff would not recommend tearing up the policy, going back to the way it was and starting another policy revision from scratch.
3. METRO staff stop making false statements to the community and to the Board of Directors that shape the ParaCruz system. For example, statements such as "that there was no oversight of the paratransit system" - "prior to 1999 no one who applied for Paratransit service was denied" and "that METRO pays for over 51% of specialized transportation each year in Santa Cruz County"	Staff is not aware of false statements being made by staff to shape the ParaCruz system. Staff prepare reports and forward recommendations to the Board of Directors through the General Manager based on data received and analyzed. The comprehensive operational and financial audit conducted by Multisystems recommended dedicated staff oversight of

	<p>the paratransit program that was not in place prior to 2002. Staff reviewed paratransit applications received prior to 1999 and could not find an applicant that was denied eligibility for paratransit service. From 1999 to July 2002, two (2) applicants were denied paratransit certification. Staff receives reports from Lifeline detailing the services they provide as the Consolidated Transportation Services Agency (CTSA) From that information, METRO funds 51% of the specialized transportation services provided by the CTSA.</p>
<p>4. There are misconceptions in the Community about the ParaCruz Certification Process. It was reported that the community believes that this program is being cut because it is too expensive.</p>	<p>The recertification program was started to ensure that adequate capacity exists for those eligible for the service. Staff continues to outreach to the community and our customers to correct the misperception.</p>
<p>5. The perception of METRO is that they do not want to work within the community structure.</p>	<p>There was an extensive outreach process conducted while the ParaCruz policies and procedures were being revised. ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides in accordance with the requirements of Transit District policy and the ADA.</p>
<p>6. The Board of Directors direct that the system designed needs to be inclusionary.</p>	<p>The ParaCruz staff continues to work on communicating with the community about ParaCruz and the services that METRO provides.</p>
<p>7. METRO should promote “Open Communication” with the community.</p>	<p>ParaCruz staff are in continual communication with community members. Areas for improved communication, when suggested, are looked at and if possible enacted.</p>
<p>8. Does the Board of Directors want a ParaCruz system that is exclusionary or inclusionary?</p>	<p>The METRO Board of Directors establishes policy at public meetings. Members of the public are encouraged to communicate with the Board of Directors. Prior to the Board of Directors making a decision on paratransit services, a 22 month review process designed to collect public input was completed.</p>

9. Better flexibility in ParaCruz system	ParaCruz policies and procedures are established by the Americans with Disabilities Act and District policy. Flexibility is somewhat limited by Federal law.
10. Assessments are a bureaucratic governmental process	The ParaCruz recertification / certification process is designed to ensure District compliance with the Americans with Disabilities Act.
11. What happens in 3 years?	The current policy states that in most cases persons currently certified will receive a single page verification that their condition has not changed.
12. It would be a positive thing for the General Manager to be involvement in day to day ParaCruz process	The General Manager has designated the Manager of Operations and the Paratransit Administrator to oversee the day-to-day operations of ParaCruz. Both are management positions.
13. Communicate with customers	Staff continually strives to improve the communication process with applicants and stakeholders.
14. Fare based on income "base minimum" fare consideration.	Federal regulations require that the ParaCruz fare must not exceed twice the full fare for the fixed route. The Board of Directors determines the fare charged for ParaCruz.
15. Keep the Instructions simple!	Staff accepts this comment and is actively working on improving the letters with more understandable language.

Operational

Comment	Staff Response
1. Delays in scheduled pickups not due to customers fault -- domino effect	Staff continues to work with Service Contractor to improve on-time performance.
2. Use will-call (on-demand) process for going to destination	METRO ParaCruz requires a reservation at least the day prior. Will call or on-demand service is even more difficult to efficiently manage.
3. Co-mingled rides--efficiency cost/personnel	Staff met with Community Bridges and is awaiting a proposal concerning the co-mingling of rides between the ParaCruz system and other programs offered at Community Bridges.
4. If denied --list of agencies to help person	Currently, when an applicant is denied ParaCruz service they are provided information on how to contact the Central Coast Center for Independent Living. Staff is considering other advocacy group contact information to be included in the denial letter sent to the applicant.
5. Communicate between drivers/schedulers and care providers.	Staff is working with Community Bridges to improve the communication between the van operators, staff and care providers.
6. Inside cover of guide: how to book a ride and eligibility	Staff agrees with this comment and is preparing a revision to the users guide.

Senior Network Services submitted written comment as follows:

Comment	Staff Response
1. Include a medically-trained person on the appeals committee or give more weight to rider's doctor's report."	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person's functional ability. Applicants can bring any specific medical information to the assessment for consideration.
2. A review of the criteria for Skilled Nursing Facility care would indicate that people living in these facilities are, by definition, too disabled to use the bus system on a regular basis. Why must they be subjected to the unnecessary ordeal of attending a Paratransit re-certification appointment?	The model developed for ParaCruz is a functional assessment versus a medical assessment. Determination as to whether a customer can access a fixed route bus is solely based on that person's functional ability. Applicants can bring any specific medical information to the assessment for consideration.
3. If the criteria is function, a person should be asked to <i>demonstrate</i> abilities. The simulation should closely resemble a real life outdoor experience. Seniors, especially, don't want to admit they can't do things anymore.	As necessary, the applicant is asked to perform tasks associated with using the fixed route bus system.
4. Appeals board should be completely impartial, not METRO employees.	The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend a change. METRO bears the legal responsibility of ensuring that appeal's panel and process complies with the law.
5. Persons with disabilities who serve on Appeals committee should include those who became disabled later in life, when it is not often easy to adapt.	The appeals panel is comprised of the following: MASTF representative, person who works with persons with disabilities and the General Manager or designee. The appeals panel is designed to be in compliance with the Americans with Disabilities Act and District policies and procedures. Staff does not recommend a change
6. Before deleting a client out of the system, make a follow-up call to see if the person received recertification notice, and give them an opportunity to arrange an appointment (also provide an extension of time). It is especially important if original application was based or partially based on mental or visual impairment.	The ParaCruz Department does offer assistance to applicants who contact staff. There are community resources to assist applicants who may have questions concerning the ParaCruz eligibility process. The ParaCruz Department does not have the staffing level to contact each

	applicant to determine their individual situation.
7. If a person calls for transport and is told that their service is no longer valid because they didn't respond to the notice for re-certification, they should be allowed a 30-day extension of service, provided they call METRO that same day and make an appointment for evaluation. (Some may even need help making the call).	If an applicant does not respond to the re-certification letter they are considered a new applicant. At that point, the applicant, based on the applicant's availability, can be scheduled for an appointment within 7 days. Within 7 days of the assessment, the applicant will be notified of the determination. The ParaCruz Department does not have the staffing level to contact each applicant to determine their individual situation. Staff does not recommend allowing a 30-day extension of time to re-certify.
8. Be more receptive to feedback from case managers who are trying to assist clients with their transportation needs. If someone has a case manager, it generally means they are not able to manage their own affairs. Case managers should be allowed to request a 30-day extension without question in order to give the case manager time to make sure the rider gets to the re-evaluation session.	Recertification letters, when sent to the customer, are given 30 days to respond. Customers with case managers should receive this letter in ample time to discuss this situation with their case manager and participate in the re-certification process prior to the expiration date.
9. Please review the client file before determining the extension is not warranted. A small number of paratransit users are not capable of responding to a written notice and taking the necessary action to arrange for the re-certification appointment. Some of these people don't have friends, family or case managers to assist them. How do we know that some very isolated, low-functioning riders haven't been removed from the service simply because they can't respond to written communication?	If an applicant does not respond to the re-certification letter they are considered a new applicant. When the applicant attempts to schedule a ride and they have not responded to a re-certification letter, they are directed to contact the ParaCruz Department. At that point, the applicant, based on the applicant's availability, can be scheduled for an appointment within 7 days. Within 7 days of the assessment, the applicant will be notified of the determination. Contact with the applicant is made when they attempt to schedule a ride.
10. A Senior who uses a walker and cane should not have to go through two separate re-certification procedures as some have had to do. Many people use both, depending upon their disease process and what kind of day they are having. The original letter should make clear which device they should bring or that they should bring both.	Applicants who use a mobility device should bring the mobility device that they prefer to use when traveling to the assessment meeting. Staff is revising the re-certification letter to reflect this concern.
11. The letter telling them to come to the evaluation isn't clear about location, where to park if someone is going to bring them, how to use the elevator in the METRO building. Communication sent to riders must be clear as possible and	Staff has revised the letter received by applicants explaining the appeal panel process, a clarification of the location, directions and parking availability.

should explain why this is happening and what the appeal process is.	
12. Are Seniors being given and easy-to-read list of paratransit alternatives? Does this include information on bus passes and taxi scrip?	Yes to both. Customers receive a list of all specialized transportation services offered in Santa Cruz County as provided by the Regional Transportation Commission.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-1004

Computer Title: Metro ParaCruz appeal process

Effective Date: July 26, 2002

Pages: 10

TITLE: METRO PARACRUZ SERVICE ELIGIBILITY AND APPEALS PROCESS

Procedure History

DATE	SUMMARY OF REVISION	APPROVED
<u>7/26/02</u>	New --- METRO ParaCruz Eligibility and Appeals Process	<u>SA</u>
<u>7/25/03</u>	<u>Immediate need policy changes and procedural revisions</u>	<u>Not yet</u>

I. POLICY

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

II. APPLICABILITY

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

METRO ParaCruz Service Eligibility and Appeals Process

Effective: 7/26/02

III. ELIGIBILITY CRITERIA

- 3.01 The Manager of Operations or his/her designee shall determine whether an individual applying for METRO ParaCruz can use the fixed route service depending on his/-her own circumstances.
- 3.02 The eligibility process shall ensure that only persons who meet the federal regulatory criteria, strictly applied, shall be certified as METRO ParaCruz eligible.
- 3.03 When a person applies for the METRO ParaCruz, the Manager of Operations or his/her designee shall provide all the needed forms and/or instructions. These forms and instructions may include a declaration of whether the individual travels with a personal care attendant (PCA).
- 3.04 All documents concerning eligibility ~~must~~ will be made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audiocassettes and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use.
- 3.05 Should an applicant have an immediate need for METRO ParaCruz services before he/she has the time to submit to an assessment, the Manager of Operations or his/her designee may certify the applicant ~~for a specific trip~~ on a temporary basis. This immediate needs certification shall be provided in only a limited number of cases, ~~such as individuals who have to attend dialysis treatment or a medical appointment at short notice after suffering a stroke or experiencing an injury.~~ Immediate need certification, at a maximum, shall be valid for a period of time not to exceed 14 calendar days from the initial immediate need determination. This immediate needs certification is at the sole discretion of the Manager of Operations or his/her designee and cannot be appealed. The Manager of Operations or his/her designee may require documentation in support of the immediate needs assessment. This certification will be valid until an eligibility determination has been made, preferably within one week. Certification for an immediate need will not be evidence of eligibility for the METRO ParaCruz service.
- 3.06 An individual shall be certified to be eligible for METRO ParaCruz under any of the following circumstances:
- a. Individuals with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed route service

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they need to use is not yet accessible. This concept is route based, not system based.

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

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priority given to the most frequent users. The process utilized shall be as if the individual were making an initial application for paratransit service eligibility as set forth in these procedures except that the individual shall remain METRO ParaCruz eligible until a determination of ineligibility is sustained on ~~A~~ appeal or the individual fails to cooperate or participate in the re-certification process. Each individual shall be notified in writing that he/she is required to undergo an in-person assessment of their eligibility status. Any determination made that finds the individual is no longer eligible for paratransit services shall be in writing and is subject to the appeal hearing process as set forth in these procedures.

IV. ELIGIBLE VISITORS

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

V. ELIGIBILITY PROCESS

- 5.01 To apply for METRO ParaCruz, an applicant shall contact the Manager of Operations or his/her designee and ask to schedule an appointment for an interview. Interviews normally will take about 30 minutes. No application or user fees shall be charged to an applicant.
- 5.02 Interviews will be scheduled at the interview location nearest to the applicant's residence within 7 days of the initial contact. If an individual claims that it would be a hardship to participate in an in-person assessment, the Manager of Operations or his/her designee shall determine how the eligibility process should proceed with consideration given to a paper application process including receipt of a medical certification should circumstances warrant.
- 5.03 Upon request the applicant will be provided with Transportation ~~will be provided~~ to and from the interview at no cost. upon request.

METRO ParaCruz Service Eligibility and Appeals Process

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

VI. PROCEDURE FOR INITIATING APPEAL

- 6.01 Applicants who believe an eligibility determination for METRO ParaCruz was made in error or who disagrees with the original certification decision may appeal the eligibility determination/certification decision within 60 days of the denial of an applicant's application.
- 6.02 Applicants shall complete the attached Appeal Form or shall provide the following information to the Santa Cruz Metro, although the Appeal Form must

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be signed by the applicant before or at the hearing to confirm that the contents of the appeal are accurate:

- a. Applicants name, address and phone number;
- b. Reason why the determination was incorrect;
- c. Any information supporting the appeal.

- 6.03 An appeal hearing shall be scheduled within 30 days of receipt of the Appeal with a decision on the appeal provided to the applicant within 10 days of the Appeal Hearing. If an applicant wants to continue the appeal hearing, the hearing will be continued one time. If a decision on the appeal is not rendered within 30 days of the completion of the Appeal hearing, then the Applicant shall be provided with METRO ParaCruz service until a decision of ineligibility on the appeal is rendered.

VII. COMPOSITION OF APPEALS PANEL

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

VIII. ROLE OF THE MANAGER OF OPERATIONS

- 8.01 The Manager of Operations or his/her designee will act as host at the appeal hearing and will provide administrative support for each appeal meeting, but will not directly participate in the deliberations and determinations made by the panel.

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The Manager of Operations or his/her designee will be responsible for the following:

- a. Receiving appeals from applicants.
- b. Scheduling ~~A~~appeals hearings within thirty days of the initiation of the appeal.
- c. Notifying panel members and applicants of the date, time and place for scheduled appeal hearings.
- d. Arranging free transportation to and from the appeals hearings for all applicants who request it.
- e. Maintaining accurate records of appeals activities, including final determinations and statements of justification for each determination.
- f. Providing written notice for applicants of the appeal determination within ten (10) days of the appeal hearing.

IX. HEARING PROCEDURES

- 9.01 Each appeal panel member will receive a copy of the certification records for each applicant making an appeal. Applicants will be welcome to submit written documentation of their choosing in support of the appeal. Applicants will have the right to be assisted by any person of their choosing at the appeal hearing.
- 9.02 To help assure that appeals hearing are non-threatening, one member of the appeals panel will be designated as chair for each appeal. That panel member will be primarily responsible for asking questions and conducting the appeal hearings in a professional and friendly manner. Any panel member may ask questions or seek clarifications as needed, but, for the most part, the chair will be responsible for directly communicating with the applicant and/or advocate. When necessary the appeal panel may refer the applicant for conduct a functional reassessment ~~functional assessment of the applicant~~ to determine eligibility.
- 9.03 The chair will welcome all participants for each appeals ~~evaluation hearing~~. Following introductions, the chair will invite the Manager of Operations or his/her designee, who acts as host, to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least ten (10) days ~~twenty-four (24) hours~~ in advance of the

METRO ParaCruz Service Eligibility and Appeals Process

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hearing. The applicant can request that the individual hosting the ParaCruz eligibility determination not remain in the hearing after the initial presentation. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

X. APPEALS CHECKLIST

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

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10.03 ~~Finally, t~~The appeal hearing chairperson will invite the applicant and/or his/her advocate to make any additional statements regarding factors that may prevent the applicant from independently using accessible transit services.

10.04 Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the ~~denial of~~ initial decision of restricted, conditional or unconditional eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision -which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

METRO ParaCruz Service Eligibility and Appeals Process

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ADA PARACRUZ SERVICE ELIGIBILITY APPEAL FORM

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

Name of Applicant: _____

Address of Applicant: _____

Mailing Address (if different from above): _____

Telephone number: _____

E-mail address: _____

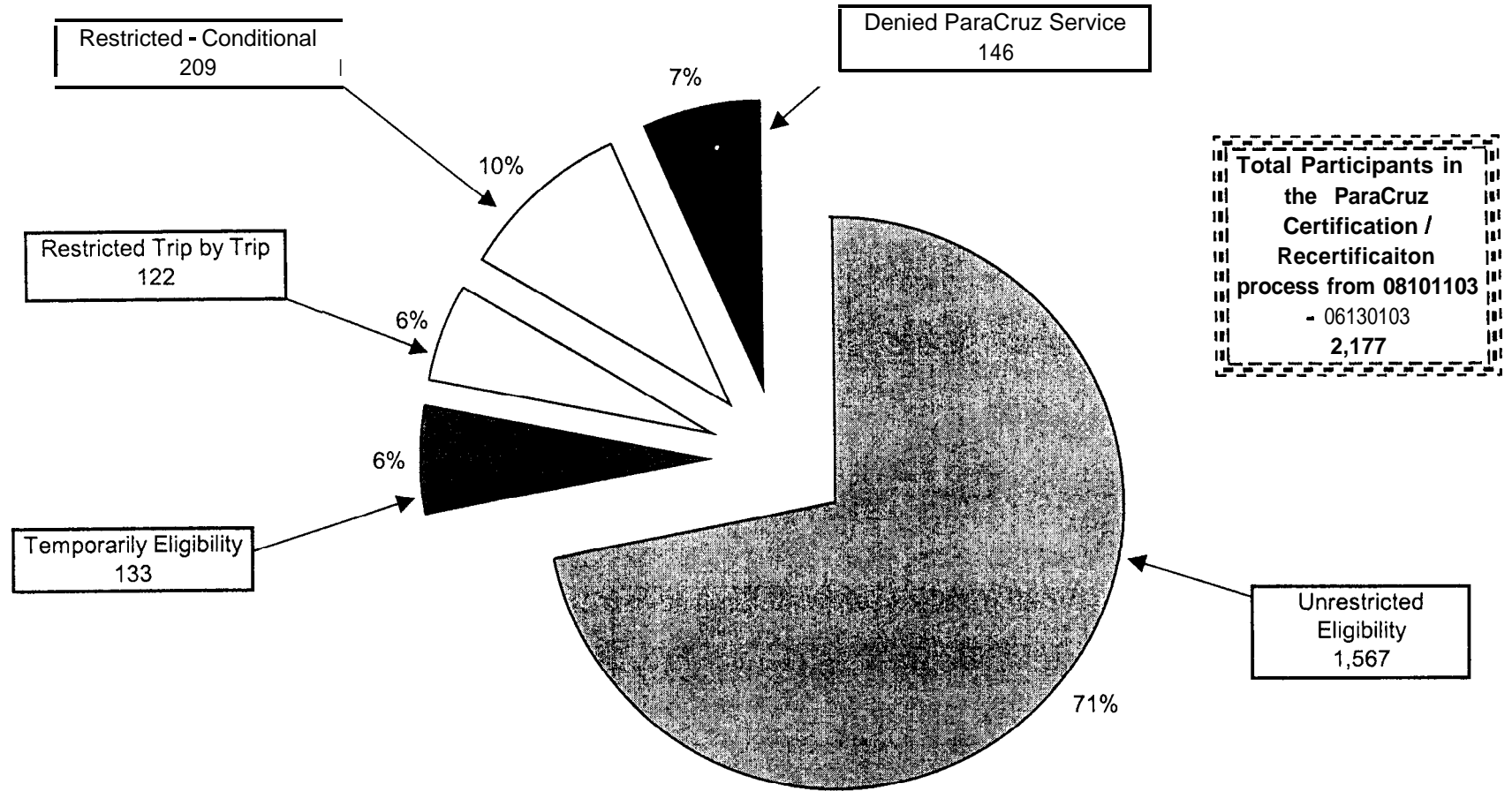
Reason Why the Determination was Incorrect: _____

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

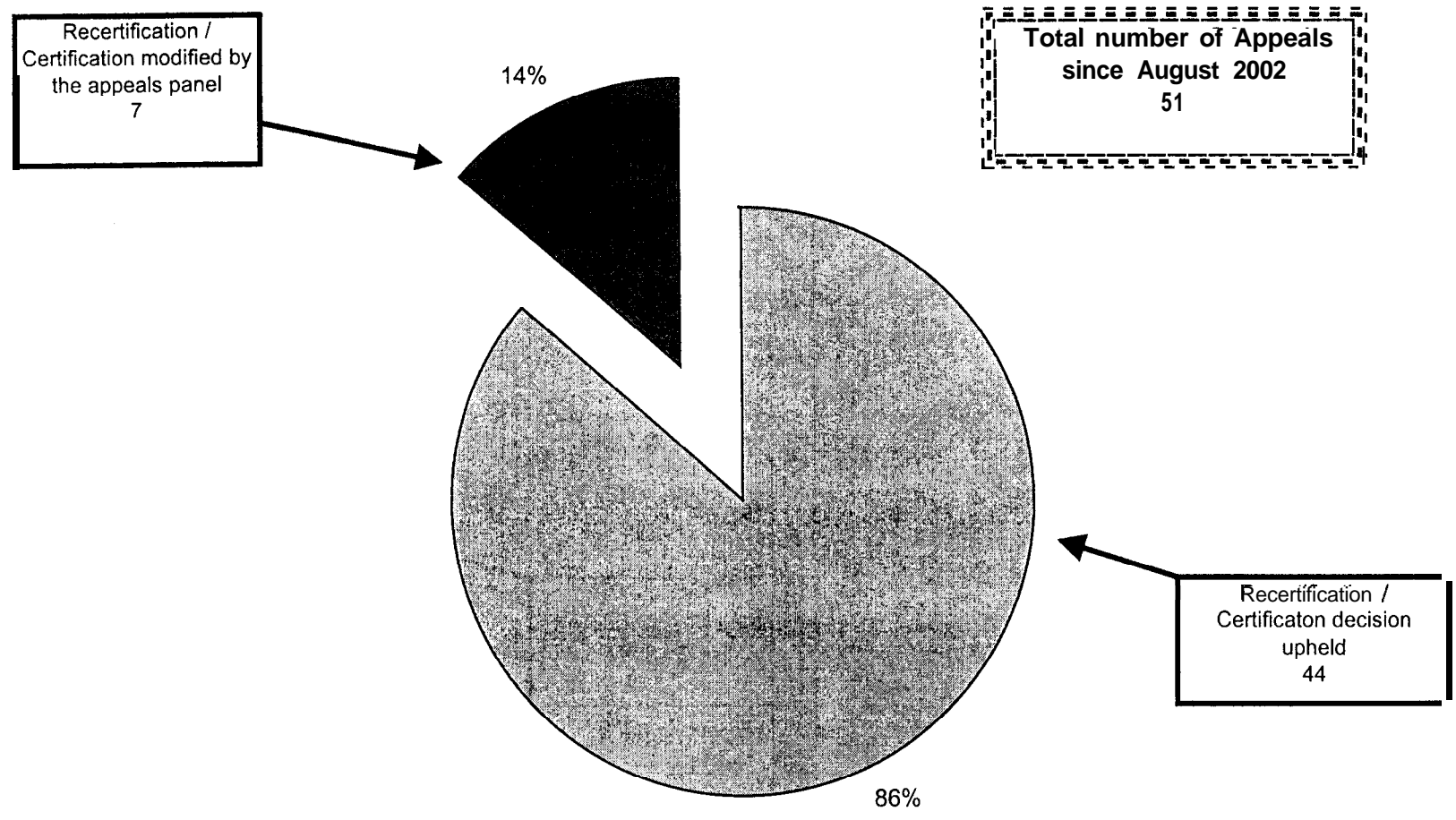
Date

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

ParaCruz Certification / Recertification August 01, 2002 to June 30, 2003



Number of Recertification/Certification Appeals since August 2002



Additional Information for staff report – Consideration of
One-Year Review of ParaCruz Recertification

**Identified Skilled Nursing Facilities detailing ParaCruz Applicants and
Eligibility Determinations from August 01, 2002 through July 11, 2003**

Skilled Nursing Facility	Total, Applicants	Unrestricted Eligibility	Other than Unrestricted Eligibility
Watsonville Nursing Center	74	73	1
Santa Cruz Health Center	73	72	1
Pleasant Care	68	51	17
Pacific Coast Manor	48	47	1
Brommer Manor	41	40	1
Golden Age	35	35	0
Driftwood	30	29	1
Valley Convalescent	24	24	0
Total	393	371	22

Proposed ParaCruz Service Eligibility and Appeals Process modifications as a result of the Board of Directors meeting on July 11, 2003

Section 9.03

The chair will welcome all participants for each appeal evaluation hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least ten (10) days ~~twenty-four (24) hours~~ in advance of the hearing. The applicant can request that the individual presenting the ParaCruz eligibility determination (currently the Eligibility Coordinator) not participate in the hearing. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz

Section 10.4

Following all questions and statements the chairperson will thank the applicant and his/her advocate for their cooperation. Afterwards, the three-member panel will deliberate in private and seek to reach by consensus an appropriate determination. If consensus is not possible, then the determination will be based on a vote of at least two to one, to sustain the ~~denial of~~ initial decision regarding the Denial. Conditional or Restricted eligibility. The determination of the appeals panel shall be final. The Chair shall prepare a written decision which shall set forth the decision and the written and oral evidence that was considered by the panel including the reasons why the appeal was denied if that is the decision. A copy of the written decision shall be provided to the applicant.

July 24, 2003

To: METRO Board of Directors

From: Pat Spence

RE: Meeting 7/25/03 Para Cruz

Suggestion on wording and any procedures required. Omit strikeouts added bolded italics.

Page 9A-F-7

Policy 9.02, last line

"...When necessary the appeal panel may ~~conduct~~ **refer the applicant for** a functional assessment of the applicant to determine eligibility."

Needs:

- A. Identify personnel to perform functional assessment.
- B. Identify site or multiple sites for assessments.
- C. Physical skills of assessor that may be required to assure safety of individuals undergoing functional assessment. This assumes that the mobility trainer would not be able to perform functional assessment due to the fact that he/she is in the same department and under the Manager of Operations.
- D. Develop program to included:
 1. Kinds of assessment to determine function using fixed route. For example: navigating curbs cuts, crossing streets independently, reading Headways, planning trip, identifying bus numbers and stops, boarding bus.
 2. Any other skills used in assessment used to determine eligibility for Para Cruz.
- E. Required personnel training

Purpose: To coordinate the language between VIII. ROLE OF THE MANAGER OF OPERATIONS - 8.01 "The Operations Manager or his/her designee will act as host..." and section 9.03.

The underlined portions were kept the same as in previous staff reports

Section 9.03

The chair will welcome all participants for each appeal ~~evaluation~~ hearing. Following introductions, the chair will invite the Manager of Operations or his/her designee **who acts as host** to summarize the nature of the ADA paratransit eligibility criteria, the basis for the determination and ~~all~~ present any oral or written evidence in support of the determination. **All** written evidence must be provided to the applicant at least ten (10) days ~~twenty four (24) hour~~ in advance of the hearing. The applicant can request that the individual **presenting hosting** the ParaCruz eligibility determination **hearing**. (currently the Eligibility Coordinator) **not participate remain in the hearing after the initial presentation**, in the hearing. The Appeals Panel shall decide whether to grant the request after allowing the parties to address the request. The applicant and/or his/her advocate will then have an opportunity to state why he/she disagrees with the original determination. The remainder of the appeals evaluation will be conducted by asking a series of open-ended questions that focus on aspects of the functional ability of applicants to use accessible public transit services in Santa Cruz.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF REVISING THE PUBLIC ADVISORY COMMITTEE STRUCTURE.

I. RECOMMENDED ACTION

To improve connectivity and accountability with the Board of Directors and to expand the level of citizen participation it is recommended that the Board remove MASTF and MUG from the METRO Board Bylaws and establish a new METRO Advisory Committee that reflects the type of structure typical to public agencies.

II. SUMMARY OF ISSUES

- The METRO Board Bylaws currently provide for two formally recognized citizens committees as being advisory to both the Board of Directors and staff.
- The Metro Accessible Services Transit Forum (MASTF) has advised the Board and staff on issues relating to fixed route accessibility and paratransit recertification and operation since it was formally recognized in 1989.
- The Metro Users Group has advised the Board and staff on issues relating to fixed route services, Headways production, and marketing programs since it was formally recognized in 1990.
- In December 2002 a group of individuals expressed concern to the Board regarding the procedures used by MASTF with specific emphasis on membership and elections.
- In February 2003 R. Paul Marcelin-Sampson submitted a letter to the Board of Directors entitled "Metro and the Charade of Rider Representation"
- At the direction of the Board of Directors METRO Counsel prepared an analysis of the operations of MUG and submitted it for consideration on June 27, 2003. At the same meeting a supplemental report regarding MASTF operations was submitted.
- On June 27, 2003 the Board of Directors requested information regarding improving the effectiveness of citizen participation and requested that public input be solicited through posting signs with an email address and phone number in the buses.
- In response to the request from the Board I have reviewed the structure of various advisory committees operating in both transit and municipal settings.

- I have found that there are characteristics that are common to the majority of the citizen advisory committees such as; Board appointment of membership, Board approval of bylaws, specific terms of office, predetermined quorum requirements, and annual activity reports to the Board.
- While MUG reflects a structure that is similar in some respects to that of the typical advisory committee I did not find any committees that match the MASTF structure.
- To improve connectivity and accountability with the Board and to expand the level of citizen participation it is recommended that the Board remove MASTF and MUG from the METRO Board Bylaws and establish a new METRO Advisory Committee that reflects the type of structure typical to public agencies.

III. DISCUSSION

Most public agencies, including transit systems, utilize formally established advisory committees to provide citizen input on key issues. METRO currently has two advisory committees (MASTF and MUG) that are recognized in the Bylaws (attached).

The Metro Accessible Services Transit Forum (MASTF) has advised the Board of Directors and staff on issues relating to fixed route accessibility and paratransit recertification and operation since it was formally recognized in 1989. MASTF provided input to the Board of Directors as a citizen advocacy group prior to being formally recognized. MASTF is also recognized in the Paratransit Appeals process and is identified as an advisory body in the Paratransit Plan prepared pursuant to regulations issued by the Federal Transit Administration. The METRO Board of Directors has no role or authority in approving the MASTF Bylaws or appointing the membership. The MASTF meeting agenda is established by the MASTF Executive Committee that is comprised of MASTF members. The METRO Board has no authority in placing items on the MASTF agenda. METRO currently provides financial support to MASTF in the form of \$3,500 in a budgeted appropriation, six (6) free annual bus passes and an estimated 12% of one FTE in dedicated staff support as well as supplemental staff support as needed.

The Metro Users Group (MUG) has advised the Board of Directors and staff on issues relating to fixed route service levels and structure, fares, Headways production, and marketing programs since it was formally recognized in 1990. MUG evolved from a working group that was established to develop an equitable approach to service reductions that were necessitated by the 1989 Loma Prieta Earthquake. The membership of MUG has undergone a number of alterations since its inception. Currently MUG is comprised of twenty members who are appointed by the Board of Directors. While the MUG Bylaws identify one-year terms for the members the practice has been that once an individual is appointed they are listed as voting members until they resign regardless of whether or not they actually participate. The Board of Directors approves the MUG Bylaws and a member of the Board serves as the Chair. MUG does not receive direct financial support from the budget and METRO does not provide bus passes to members. METRO provides staff support to MUG in agenda preparation and distribution, meeting support, and the production of the minutes.

Currently there are organizations that provide public input to the Board including the SCCRTC Elderly and Disabled Advisory Committee, the Central Coast Center for Independent Living, the Seniors Council, the Santa Cruz County Commission on Disabilities, the Bus Riders Union, and others. These organizations provide public information to the Board and often advocate for particular programs, actions, or issues. These organizations are not recognized in the Bylaws and do not receive financial or staff support from METRO.

In December 2002 a group of individuals approached the Board of Directors expressing concerns regarding MASTF with specific emphasis on its membership and elections. In February 2003 R. Paul Marcelin-Sampson submitted a letter to the Board of Directors entitled "Metro and the Charade of Rider Representation". The Board of Directors requested that METRO Counsel prepare an analysis of the operation of MUG. METRO Counsel submitted an analysis of the MUG operations, that also included information regarding MASTF, on June 27, 2003. METRO Counsel submitted supplemental information regarding MASTF and MUG at the June 27, 2003 meeting. The Board of Directors requested information regarding what actions could be taken to improve the effectiveness of public participation and requested that public input be solicited through posting signs (attachment F) with an email address and phone number in the buses. The signs requesting public input were posted inside of the buses on July 8 & 9, 2003. No responses regarding public participation were received at either the web address or the phone number. On August 22, 2003 MASTF Chair Sharon Barbour read a statement to the Board of Directors reflecting comments made by MASTF members regarding this issue.

In response to the direction of the Board I reviewed the composition of a number of committees that provide advice to public policy boards. I reviewed both transit and municipal structures. I also examined the relationship between the advisory committees and the boards that they serve. I found that there are characteristics that are common to most of the committees. Typically the members of a committee are appointed by the policy board that they are advising. The policy boards generally approve the Bylaws that govern the operation of the advisory committees. Most advisory committees have specific terms of office for members and require a predetermined level of participation in order to establish quorums. Some advisory committees have bylaws that include term limits for members. Seldom are advisory committee members compensated in any way for their service. Most advisory committees provide annual reports to the policy boards that they serve that outline their activities.

Currently the MUG structure reflects some of the characteristics that are typically found with advisory committees. I did not find a committee that matched the MASTF structure.

Most public policy boards appear to enjoy a higher level of connectivity with their advisory committees than what is in place at METRO. The accountability expectations are typically higher than what currently exists as well. I believe that the closer relationship between policy boards and their advisory committees is a derivative of the close oversight and appointment process that is typically in place. In order to achieve a similar relationship at METRO I am recommending that the Board of Directors consider establishing a new advisory committee that reflects a structure that is common to many public policy boards. The key features of a new 22 member METRO Advisory Committee (MAC) would be: direct appointment of the members by the Board (each Board Member would nominate 2), development and approval of the bylaws by the Board, specific terms of office for the members, a predetermined quorum requirement, a requirement that the committee membership reflect the make-up of the community and the ridership, a requirement to include people with disabilities and people who are elderly, and the submission of an annual activities report.

If the Board of Directors elects to form a new MAC, the Bylaws should be amended to reflect the deletion of MASTF and MUG. The deletion of MASTF and MUG from the METRO Bylaws does not prohibit either committee from continuing to meet and advocate for their respective issues to the Board just as other organizations do. However, financial support, provision of bus passes, and staff support would be discontinued for MASTF and MUG if they are deleted from recognition in the METRO Bylaws. If the Board desires to make the change outlined in this Staff Report it should direct the staff to prepare reports for consideration that substitute the MAC for MASTF in the Paratransit Plan and the ADA Appeals process. The Board of Directors should review the draft MAC Bylaws that are attached to this Staff Report to determine if they reflect the priorities of the Board. The Board should direct staff to prepare an application process for the purpose of soliciting candidates for membership on the MAC. The Board should direct METRO staff members to prepare a transition plan that identifies December 2003 as the final supported meetings for MASTF and MUG and sets January 2004 as the target for the first meeting of the new advisory committee.

If the Board of Directors elects to establish a new METRO Advisory Committee I would recommend that it also recognize and express appreciation to the people who have given years of service to the community through their participation on either MUG, MASTF, or both.

IV. FINANCIAL CONSIDERATIONS

Funding appropriated in the 2003/2004 METRO operating budget for MASTF expenses will be sufficient to accommodate the costs associated with establishing the METRO Advisory Committee.

V. ATTACHMENTS

- Attachment A:** Article XIV--METRO Current Bylaws with Proposed Changes.
- Attachment B:** MASTF Bylaws.
- Attachment C:** Chapter 5 METRO ADA Paratransit Implementation Plan, as amended.
- Attachment D:** Excerpt from METRO ADA Appeals Procedure.
- Attachment E:** MUG Bylaws.
- Attachment F:** Interior Bus Sign Language.
- Attachment G:** Proposed METRO Advisory Committee Bylaws.

ATTACHMENT A

CURRENT LANGUAGE

PROPOSED LANGUAGE

XIV. COMMITTEES AND APPOINTMENTS

<u>14.01 Creation of Committees</u>	<u>14.01 Creation of Committees</u>
<p>The Board of Directors may establish committees for a stated purpose. All committees and their members shall comply with the Ralph M. Brown Open Meeting Act and these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. The committees shall include the following:</p>	<p>The Board of Directors may establish committees for a stated purpose. All committees and their members shall comply with the Ralph M. Brown Open Meeting Act and these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. The committees shall include the following:</p>
<p>(a) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy.</p> <p>(b) Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.</p> <p>(c) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory</p>	<p>(a) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy.</p> <p>(b) Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting</p> <p>(c) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory</p>

<p>committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:</p> <p>(i) <u>Metro Accessible Services Transit Forum (MASTF)</u></p> <p>The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that advises the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and all other appropriate local, state and federal laws and regulations.</p> <p>(ii) <u>Metro Users Group (MUG)</u></p> <p>The Metro Users Group (MUG) is an official advisory committee of the Santa Cruz Metropolitan Transit District Board of Directors. Its purpose is to review, advise, and recommend to the Board of Directors on issues pertaining to the Transit routes , schedules, marketing and other issues pertaining to the provision of transit services and support services from the users' perspective. MUG shall make recommendations to the Board of Directors for its membership appointments.</p>	<p>committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:</p> <p>(i) <u>Metro Advisory Committee (MAC)</u></p> <p>(a) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to provide advice to the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned.</p> <p>(b) MAC shall be composed of 22 members appointed by the Board of Directors. Each director shall nominate two individuals to serve as members of the MAC.</p> <p>(c) The Board of Directors shall approve bylaws to be followed by MAC.</p>
<p>(d)</p>	

By-Laws Adopted: 11/20/89

Most Recent Amendments: 6/19/03
Previous Amendments: 2/15/01,
7/16/98, 10/19/95, 6/15/95, 4/20/95,
4/14/94, 5/20/93, 3/12/91,10/18/90

Metro Accessible Services Transit Forum (M.A.S.T.F.)
Santa Cruz Metropolitan Transit District
MASTF BY-LAWS

1.) GENERAL PURPOSE OF MASTF

The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization. MASTF advises the Santa Cruz Metropolitan Transit District's Board of Directors and Management/Staff in determining the best methods and resources for providing accessible services for all current and future riders of the bus system. MASTF reviews Metro programs for compliance with the Urban Mass Transportation Act, Section 504, the Americans with Disabilities Act, and all other appropriate local, state and federal laws and regulations.

2.) MASTF GOALS AND OBJECTIVES

MASTF will advise SCMTD on issues including, but not limited to:

- a.) The purchase of operating equipment (e.g.; buses and other vehicles, passenger lifts, kneelers, public address systems, etc.)
- b.) Equipment, maintenance and modifications
- c.) Bus headsigns, logos and signage
- d.) Bus stop locations, access requirements and needs
- e.) Functional bus stops (e.g.; location, recognition, identification, pole signage, benches, shelters and obstructions)
- f.) Fares, schedules, routes
- g.) Transit information and customer service assistance
- h.) Public education and awareness
- i.) All levels of Metro staff training, awareness and sensitivity
- j.) Paratransit issues

MASTF BY-LAWS

Page Two

k.) Other accessible public transit matters

3.) MEMBERSHIP:

Membership is free and open to all persons who are interested in issues affecting accessible public transit in Santa Cruz County. Members may give to the Accessible Services Coordinator (ASC) their names and/or E-mail addresses and mailing addresses to receive the minutes and agenda of the next month's meeting. All members attending a meeting have the right to participate, make motions, and second motions. Members of the SCMTD Board of Directors, management, staff and any third party SCMTD contractor may not be members of MASTF.

4.) CONDUCT OF MEETINGS:

- a.) Unless otherwise specified in these By Laws, Robert's Rules of Order will be followed in the conduct of meetings.
- b.) Meetings will be held at regularly announced locations, dates and times. Any change in meeting times and/or locations must be approved by a majority vote of members present.
- c.) There is no quorum requirement for meetings.
- d.) The agenda will include the following items:
 - I. Call to Order and Introductions
 - II. Approval of Previous Meeting Minutes
 - III. Oral Communications and Correspondence
 - IV. Additions and Deletions to this Agenda
 - V. Ongoing Business
 - VI. New Business
 - VII. Adjournment

MASTF BY LAWS

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- e.) During the course of the meeting, the MASTF Chair (or the person substituting for the Chair) has the authority to adjust the order of the agenda as the need arises.

5.) VOTING RIGHTS:

Members who have attended one of the two previous MASTF meetings shall be granted MASTF voting rights and have one vote each. A simple majority of voting members attending a meeting carries a motion before the group. The Chair votes on Motions only in case of a tie. The Chair may vote in elections and on By-Laws revisions.

Members of the SCMTD Board of Directors, management, staff and any third party SCMTD contractor, shall not have any voting privileges or the right to make or second Motions, but may attend meetings and participate in MASTF discussions.

Members shall vote upon motions before the floor in the following ways: yeah, nay, abstain or if deemed necessary by the Chair, by allowing members to indicate their approval or rejection of a motion by physical means (e.g.; a show of hands or other limbs, head nods demonstrating approval or rejection).

At all times, the Chair should remain sensitive to the fact that some members may not have the ability to verbalize or physically indicate their vote. In order for them to be accommodated, other methods may be utilized to register a members vote on any motion before the membership.

MASTF BY-LAWS

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6.) MASTF STRUCTURE:

- a.) The MASTF Executive Committee consists of the following elected officers:

Chair

Vice-Chair

Bus Stop Improvement Committee Chair

Bus Services Committee Chair

Training and Procedures Committee Chair

Paratransit Services Committee Chair

- b.) The Accessible Services Coordinator (ASC) will record the minutes of the meetings. The Chair shall be responsible for making alternate arrangements if the ASC is unable to attend the meetings.
- c.) The MASTF Executive Committee shall support one another by volunteering to assist with each other's job responsibilities, and may also seek volunteer assistance from the general membership. Each member of the MASTF Executive Committee has the specific responsibility to represent MASTF and its policy decisions and recommendations. The Executive Committee will be responsible for membership recruitment and community outreach. The Executive Committee shall be responsible for drafting an annual list of goals to be submitted to the membership for formal approval.

The MASTF Executive Committee:

Shall meet after each monthly MASTF meeting to set the agenda for the next meeting.

MASTF BY-LAWS

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Shall meet before the five calendar days preceding each monthly meeting to discuss the upcoming agenda.

If an Executive Committee member is not able to attend a meeting, it is that individual's responsibility to notify the MASTF Chair or the ASC. If the Chair is not able to attend a meeting, it is his/her responsibility to notify the MASTF Vice-Chair.

- d.) If an Executive Committee member is not able to represent MASTF at an assigned meeting, the Executive Committee member will designate the person to replace him/her. If the Executive Committee member is unable to designate a representative, it is his/her responsibility to notify the Chair so that the Chair can designate a representative for MASTF.

e.) EXECUTIVE COMMITTEE JOB DESCRIPTIONS

Chair

The Chair will conduct all MASTF meetings, manage the budget and write letters or any correspondence as directed by the Executive Committee or the general membership. In the event that a situation arises where there is an urgent need for a letter and waiting for the approval at a regular meeting of MASTF is untimely, with the express approval of a majority of the members of the Executive Committee, the Chair may write and send the letter provided the content and purpose of the letter do not conflict with policies and positions previously established by MASTF.

The Chair will attend Metro Board of Directors meetings and serve as MASTF's representative to the Metro Board of Directors. He/She may delegate, when necessary, any of the above duties to the Vice-Chair. The Chair will be responsible for presenting an annual report to the MASTF membership.

MASTF BY-LAWS

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Vice-Chair

The Vice-Chair shall conduct the MASTF meetings when the Chair is absent. The Vice-Chair shall serve as the MASTF representative at the Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E. & D. TAC) meetings.

Bus Stop Improvement Committee Chair

The Bus Stop Improvement Committee Chair and the Committee members will work on projects related to bus stops and make recommendations accordingly. He/she will be the liaison for community input concerning bus stop improvements. He/She will be MASTF's representative to the Metro Bus Stop Advisory Committee (BSAC).

Bus Services Committee Chair

The Bus Services Committee Chair and the committee members will work on projects related to bus service in general throughout the district (e.g.; buses, Headways, Bus Schedule, Customer Service Dept., etc.), and will make recommendations accordingly. He/She will serve as MASTF's representative to the Metro Users Group (MUG).

Training and Procedures Committee Chair

The Training and Procedures Committee Chair and the committee members will work on projects related to training, plus accessible policies and procedures as it relates to Metro's overall operation (e.g.: Customer Service, Personnel, etc.); and will make recommendations accordingly.

Paratransit Services Committee Chair

The Paratransit Services Committee Chair and the committee members will work on projects related to paratransit services (e.g.; review of eligibility screening for paratransit, quality of service delivered) and will make recommendations accordingly. He/She will serve as MASTF's representative to the Santa Cruz County Commission on Disabilities.

7.) TERMS OF OFFICE:

Terms of office for each position will be one (1) year (December-November). There are no term limits.

In the event of resignation of any officer or other circumstances preventing an officer from performing his/her duties, the MASTF Executive Committee shall appoint a replacement for the duration of the term.

8.) ELECTIONS

Elections will take place each year at the November meeting. The ASC shall facilitate the election process.

Only MASTF members who have attained voting rights may participate in MASTF elections. Only MASTF members who have attended at least three (3) of the past twelve (12) MASTF meetings prior to the election may vote.

Nominations:

Nominations from the floor will be taken and there must be a second for each nomination. A member can only nominate or second one person per office.

MASTF BY-LAWS

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The person being nominated shall be asked after the second if they accept the nomination. Names placed in nomination and accepted by those nominated shall become candidates for office. Persons not present at the meeting cannot be nominated unless their consent to the nomination has been given beforehand. That consent must be given orally or in writing to a member of the MASTF Executive Committee or the ASC.

The ASC shall ask whether there are any further nominations from the floor. If none, then the ASC shall notify members that nominations for the office have been closed and members should then prepare for the vote.

There shall be a separate vote for each office. A voting member shall have one vote for each position. The ASC will tally the votes and announce the winner(s) before the conclusion of the meeting. Those members elected to office shall assume their duties at the next regular meeting.

9.) STAFF SUPPORT FOR MASTF:

The Accessible Services Coordinator and associated personnel shall provide staff support for MASTF including meeting notices, agendas, minutes, a tape-recorded record of all minutes and technical assistance.

Minutes shall include: Members present, topics discussed, action taken, all motions made and voting results. Meeting notices, agendas and minutes shall be E-mailed and/or mailed at least 72 hours in advance of meetings per member's preference.

The MASTF agenda and minutes shall be provided to the SCMTD Board of Directors. Metro staff shall insure that all MASTF recommendations and actions are forwarded through appropriate channels to the SCMTD Board of Directors and management. MASTF members may participate in presentations to the Board of Directors.

10) REVISION PROCESS FOR BY-LAWS

- A) A request for By-Laws revision shall be made at a MASTF meeting.
- B) The following month, the proposed By-Laws revision shall be listed on the Agenda. At that meeting specific language shall be drafted.
- C) The month after the drafting of specific language, the By-Laws revision, including specific language, shall be listed on the Agenda.
- D) In all instances, proposed By-Laws changes shall be clearly marked in the Agenda as being By-Laws changes.
- E) It shall require a 2/3-majority vote to approve a By-Laws change.

CHAPTER FIVE

THE DISCUSSION OF PUBLIC PARTICIPATION
REQUIREMENTS AND PROCESS FOR
INVOLVEMENT FOR THE PUBLIC
IN PREPARING PARATRANSIT PLAN

A. INTRODUCTION

This chapter describes briefly the public participation requirements of the Americans with Disabilities Act and discusses in more detail the specific program utilized by the Santa Cruz Metropolitan Transit District to obtain public participation in the process of developing this paratransit program.

B. PROVISIONS OF THE REGULATIONS

The regulation requires the involvement of substantial public participation in the development of a paratransit plan. At a minimum, the regulations require a public hearing and the opportunity for the public to comment, as well as consultation with persons with disabilities.

The rule states that each public entity submitting a paratransit plan shall survey existing services. Each agency preparing a plan must develop contacts, mailing lists and other appropriate means for notification with opportunity to participate.

The rule further requires an on-going process for the participation by disabled persons in the development of the program as well as periodic assessment of services provided under the program.

The regulation also requires the District to develop and execute outreach efforts to locate and notify persons who may be eligible to use paratransit service. There must be an on-going process for participation of persons with disabilities in the development of the program.

C. ON-GOING DISTRICT RELATIONSHIP WITH DISABILITY COMMUNITY

Santa Cruz Metropolitan Transit District has two organized advisory committees. These committees are the Santa Cruz County Elderly & Handicapped Advisory Committee (also know as the Paratransit Advisory Council) and the Metro Accessible Services Task Force (MASTF).

Elderly and Handicapped Advisory Committee Functions

Transportation planning for the needs of elderly and/or handicapped individuals is carried out by the Transportation Commission in coordination with the Commission's Elderly and Handicapped Transportation Advisory Committee. The committee, which meets monthly, is made up of representatives from the elderly and

handicapped community and from the agencies which **provide** and receive **transportation services**. The group fulfills a number of functions including:

- o assisting in the identification of transportation needs for the elderly and/or transportation handicapped;
- o reviewing related planning studies and grants prepared by the Commission, Transit District, CTSA, Volunteer Center, and other agencies;
- o monitoring programs operated by the CTSA, Volunteer Center, and Transit District;
- o developing and reviewing policies affecting the elderly and handicapped for consideration by the Commission, Transit District, CTSA, Volunteer Center, cities and county;
- o operating as a forum for communication between providers and between system users and providers; and
- o proposing ideas and programs to serve the needs of transportation handicapped population.

Metro Accessible Services Task Force Functions

The purpose of the Metro Accessible Services Task Force (MASTF) is to review and participate in the implementation of Metro transit planning programs as mandated by the Urban Mass Transportation Act, State law, and SCMTD Board policy for all current and future riders of the SCMTD system.

MASTF is available to advise Metro staff and the SCMTD Board of Directors on the best methods and resources to meet the access needs of its ridership including compliance with appropriate local, state and federal laws and regulations.

MASTF may accomplish its goals by commenting, recommending, or advising SCMTD on issues including, but not limited to:

- o SCMTD plans to purchase operating equipment (e.g., buses and other vehicles, passenger lifts, kneelers, steps and speakers, etc.)
- o Equipment, maintenance and modifications
- o Bus head signs, logos, signage
- o Bus stop locations and access requirements and needs
- o Functionality of bus stops (e.g., location, recognition, identification, pole, signage, benches, shelters and obstruction, etc.)
- o Fares, schedules, routes
- o Transit information and customer service assistance
- o Public education and awareness
- o All levels of Metro staffing training, awareness and sensitivity
- o Other accessible public transit matters

Accessible public transportation is one of the foundations of an accessible community. This is because many riders, **including seniors** and/or people with disabilities, are **transit dependent** which means **that their main avenue of access to our society is** obtained through the transportation services provided by SCMTD.

Metro holds a unique and special place within our local community, not simply as a bus company offering transportation, but as an essential public service entity providing people access to jobs, shopping, commercial businesses, cultural entertainment, social and political events, etc.

It is in this light that the providing of accessible public transportation, especially as applied to our senior and disability communities, becomes for Metro a legal mandate (under Section 504 of the Rehabilitation Act of 1973) of guaranteeing and protecting the basic civil rights enjoyed by all citizens.

Providing access is the key idea toward understanding the larger social role and responsibility that Metro holds within the vision of an accessible community. The hiring of the Metro Accessible Services Coordinator was the first step toward recognizing that providing accessible public transportation required creation of a position that would act both as a liaison for those riders who used such services and as an advocate for a 100% accessible Metro transit system.

The creation of MASTF naturally followed as the means by which the consumers of accessible services could provide feedback to Metro on the improvement of accessible transit services. Toward that end and goal, MASTF members organized themselves into three basic subcommittees: Bus Improvement and Service Committee, Bus Stop Improvement Committee, and Training and Procedures Committee.

Additional Formalized Relationships With A S T F Organization

'Bus Selection Task Force Committee

At the September 28, 1989 Metro Accessible Services Task Force meeting, a bus rider with a disability was elected to serve as an unpaid consultant (advisor) to the "Bus Selection Task Force" Committee.

Bus Stop Advisory Committee

In 1988, the Metro Bus Stop Advisory Committee was formed. A Metro Accessible Services Task Force member, who regularly rides Metro buses in his wheelchair, volunteered to serve as an unpaid consultant (advisor) to the Committee.

The Committee has developed "minimum" and "maximum" standards for SCMTD bus stops. Each stop will be analyzed to determine how it compares to these standards. A prioritized list of which bus stops needing improvement will then be established, and work will proceed based on this assessment.

Paratransit Steering Committee

The MASTF organization agreed in September of 1991, to serve as the catalyst in the formation of a Steering Committee for development of the District's paratransit plan. This Steering Committee will incorporate the Executive Committee of MASTF in combination with representatives of other disability organizations and other interested parties.

A master list was first developed by members of the Executive Committee of MASTF of all known organizations serving disabled individuals in Santa Cruz County, all other known groups representing the interest of individuals with disabilities in the County and individuals in the County with demonstrated interest in disability issues. The list was also circulated among other disability organizations including Community Resources for the Disabled (CRD). The first meeting of the Steering Committee was held in the form of a Paratransit Conference on November 20 1991. All organizations and individuals on the route list were invited to attend. This meeting included representatives from the following organizations:

- Triway Care Center
- Senior's Commission
- Community Resources for the Disabled
- Metro Accessible Services Task Force
- Yellow Cab
- Food & Nutrition
- Commission on Disabilities
- Brommer Manor
- San Andreas Regional Center
- Disabled Student Services UCSC
- Brommer Manor Residential Care
- Cabrillo College DPS&S
- Transportation Management Association
- Metro Users Group
- Santa Cruz Metropolitan Transit District

In addition to organizations and individuals on the master list, the general public was invited to attend. The meeting was well attended by disabled individuals. Information was offered in large print and on tape.

The meeting was held at the accessible Santa Cruz Civic Auditorium in downtown Santa Cruz. The District hosted the meeting. It included presentations from both the Santa Cruz Metropolitan Transit District and disability advocates regarding the specific requirements of the ADA regarding paratransit services.

Following the initial presentation, a **facilitated** workshop was conducted which **dealt** with **each area of** discretionary decision making in developing a Paratransit plan. Major policy issues to be resolved were identified and discussed by each workshop group. Needs assessment was a major topic of discussion at this meeting and a variety of service options and alternatives were discussed.

Following the initial meeting, a formal Steering Committee was established to guide paratransit plan development. Additionally, the paratransit plan development process was reviewed by the Elderly & Handicapped Advisory Committee and by MASTF. Steering Committee meetings were held on December 18, 1991, December 30, 1991 and January 6, 1992.

All parties who expressed an interest at the initial meeting, were invited to attend the Steering Committee meetings, provided with a copy of the draft plan, and were invited to attend public hearings before the Board of Directors.

Finally, the County Commission on Disabilities advises the Board of Supervisors of Santa Cruz County on matters affecting persons with disabilities. The Chair of this Commission became a member of the Steering Committee and has requested that the Commission on Disabilities be invited to participate in future transit and paratransit planning processes by being included in future mailing lists for SCMTD issues involving the- ADA.

The Board of Directors held public hearings on the paratransit plan at their December 20, 1991 meeting and their January 17, 1992 meeting. The purpose of the first hearing was to obtain public input on paratransit needs in the community and on the public involvement process and on the needs assessment and alternatives analysis sections of the plan. The purpose of the second hearing was to obtain public input on the draft plan as a whole and the various elements of the plan including its implementation schedule prior to adoption of the plan by the Board of Directors. Copies of the draft plan were widely distributed throughout the disability community prior to the January 17, 1992, public hearing.

be signed by the applicant before or at the hearing to confirm that the contents of the appeal are accurate:

- a. Applicants name, address and phone number;
- b. Reason why the determination was incorrect;
- c. Any information supporting the appeal.

- 6.03 An appeal hearing shall be scheduled within 30 days of receipt of the Appeal with a decision on the appeal provided to the applicant within 10 days of the Appeal Hearing. If an applicant wants to continue the appeal hearing, the hearing will be continued one time. If a decision on the appeal is not rendered within 30 days of the completion of the Appeal hearing, then the Applicant shall be provided with METRO ParaCruz service until a decision of ineligibility on the appeal is rendered.

VII. COMPOSITION OF APPEALS PANEL

7.01 A three-member panel will hear each eligibility appeal for METRO ParaCruz. Each panel will include the General Manager or his/her designee, a MASTF appointed representative, and an individual who works with persons with disabilities. The Manager of Operations or his/her designee will recruit and provide training for a sufficient number of potential panel members to assure the ability to schedule appeals meetings as often as needed. Training for appeals panel members will focus upon Federal ADA paratransit eligibility criteria and upon the procedures for conducting an appeals hearing. Each panel member will receive \$25.00 per appeal hearing except METRO employees.

7.02 The eligibility appeal panel members shall keep the information pertaining to an individual's appeal confidential including all medical information unless ordered by a court of competent jurisdiction to release the information. Santa Cruz METRO shall be permitted to utilize information provided during the eligibility and appeal process or generated as a result of the eligibility and appeal process to defend a determination rendered by the appeals panel.

7.03 This appeal panel may also be used for other METRO ParaCruz service issues including declaring a METRO ParaCruz rider ineligible for service, suspending METRO ParaCruz service and "NO Show" determinations.

VIII. ROLE OF THE MANAGER OF OPERATIONS

8.01 The Manager of Operations or his/her designee will act as host at the appeal hearing and will provide administrative support for each appeal meeting, but will not directly participate in the deliberations and determinations made by the panel.

METRO ParaCruz Service Eligibility and Appeals Process

Effective: 7/26/02

The Manager of Operations or his/her designee will be responsible for the following:

- a. Receiving appeals from applicants.
- b. Scheduling Appeals hearings within thirty days of the initiation of the appeal.
- c. Notifying panel members and applicants of the date, time and place for scheduled appeal hearings.
- d. Arranging free transportation to and from the appeals hearings for all applicants who request it.
- e. Maintaining accurate records of appeals activities, including final determinations and statements of justification for each determination.
- f. Providing written notice for applicants of the appeal determination within ten (10) days of the appeal hearing.

IX. HEARING PROCEDURES

- 9.01 Each appeal panel member will receive a copy of the certification records for each applicant making an appeal. Applicants will be welcome to submit written documentation of their choosing in support of the appeal. Applicants will have the right to be assisted by any person of their choosing at the appeal hearing.
- 9.02 To help assure that appeals hearing are non-threatening, one member of the appeals panel will be designated as chair for each appeal. That panel member will be primarily responsible for asking questions and conducting the appeal hearings in a professional and friendly manner. Any panel member may ask questions or seek clarifications as needed, but, for the most part, the chair will be responsible for directly communicating with the applicant and/or advocate. When necessary the appeal panel may conduct a functional assessment of the applicant to determine eligibility.
- 9.03 The chair will welcome all participants for each ~~appeals-evaluation~~ **hearing**. Following introductions, the chair will invite the Manager of Operations or his/her designee to summarize the nature of the ADA paratransit eligibility criteria and the basis for the determination. The Manager of Operations or his/her designee shall present any oral or written evidence in support of the determination, however, all written evidence must be provided to the applicant at least twenty-four (24) hours in advance of the hearing. **The applicant can request that the**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

METRO USERS GROUP

Bylaws

May 7, 1992

(Revised - June, 1998)

I. GENERAL PURPOSE:

1. The Metro Users Group is an official advisory committee of the Santa Cruz Metropolitan Transit District Board of Directors. Its purpose is to review, advise, and recommend to the Board of Directors on issues pertaining to the Transit routes and schedules and other issues pertaining to the provision of transit services and support services from the users perspective.
2. The Metro Users Group may accomplish the above goal by reviewing and providing advice and recommendations to the Board of Directors of the District on issues including, but not limited to:
 - a. Routing and levels of service issues, (i.e. fares, and fare issues)
 - b. Monitoring effectiveness of the system.
 - c. Working with existing agencies on transportation policies to coordinate efforts.
 - d. Increasing public involvement to promote ridership.
 - e. Discussing and contributing to advertising methods.
 - f. Discussing pending laws and bill passages that affect the ridership directly or indirectly and supporting the Board of Directors with letters, etc.
 - g. Developing effective methods for gathering input for Metro decisions.
 - h. Discussing complaints and recommendations that were submitted by the public as to the system and policies of the District.
 - i. Serving as a resource to staff and agency programs designed to promote ridership.

- j. Developing effective methods to accommodate the needs of bicycle riders who also use Metro services.**

II. MEMBERSHIP

Membership on the Metro Users Group shall consist of twenty (20) members. Membership is encouraged but not limited to from the following groups and organizations.

1. Transit Users
2. University of California Santa Cruz Staff/Student
3. Cabrillo College Staff/Student
4. MASTF Member
5. Seniors Council Representative
6. Santa Cruz County Regional Transportation Commission Representative
7. Transportation Management Association (**2 representatives**)
8. One Board Member and Alternate
- 9. One bicycle/transit user**

All appointments shall be made for one year terms with Board appointment made on annual basis. The member of the Transit Board appointed to the group, shall be appointed to the group for a one-year term as shall an alternate Board representative. If a member has three unexcused absences in one year, that the Board of Directors be advised of the need for replacement.

III. STRUCTURE

The Chairperson of the Committee shall be a member of the Board of Directors of the District or another member of the committee appointed by the Board of Directors to serve as the Chair of the committee. An alternative member of the Board of Directors of the District may be appointed to serve as Chairperson in the absence of the regular Board representative Chair of the committee.

District staff will provide the necessary support for Metro Users Group meetings including preparation of agenda packets and materials and the recording of minutes of the meetings.

The Metro Users Group may create such subcommittees as they deem appropriate on either an adhoc or on an ongoing basis.

IV. CONDUCT OF MEETINGS

Meetings will be held on the Wednesday the week of the third Friday of every month unless announced otherwise at the previous meeting. The location will be at a regularly announced location unless announced otherwise at the previous meeting. A change in meeting time and/or location must be approved by a majority vote of the members present. An agenda will contain the following format:

1. Call to order and introductions.
2. Approval of previous meeting minutes
3. Changes and deletions to the agenda.
4. Oral communications and announcements
5. On-going business
6. New business
7. Adjournment

A quorum shall consist of not less than five (5) members of the Committee. All members of the Committee shall have equal voting rights. Generally, the group shall operate on a consensus basis, however, any member of the group may request that a particular issue be submitted to a majority vote. A motion shall be considered to be approved in the event that it receives an affirmative vote of the majority of the members present.

The Santa Cruz Metropolitan Transit District Board of Directors is reviewing how it receives input from the public regarding schedules, Americans with Disabilities Act (ADA) compliance, bus routing and customer service. Currently, the Board of Directors receives this from the Metro Users Group (MUG) and the Metro Accessible Services Transit Forum (MASTF). If you have any thoughts on how these groups work or ideas for change, the Board of Directors is interested in hearing from you. Please feel free to contact the Transit District at 831-426-6080 Attn: Dale Carr or you can write to: Dale Carr, Administrative Services Coordinator 370 Encinal Street Suite 100 Santa Cruz, CA 95060 or you can e-mail the Transit District at input@scmtd.com

Spanish Version inserted here

DRAFT

BYLAWS FOR THE METRO ADVISORY COMMITTEE

**Article I
GENERAL PROVISIONS**

§1.1 Purpose

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.2 Construction of Bylaws

As used in these Bylaws, “Committee” means the METRO Advisory Committee. These Bylaws shall govern the Committee’s proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

§1.3 Definitions

- a. As used in these Bylaws, “chairperson” means the chairperson of the Committee.
- b. As used in these Bylaws, “vice chairperson” means the vice chairperson of the Committee.
- c. As used in these Bylaws “staff” means staff members that assigned to support the Committee by the METRO Secretary/General Manager.

**Article II
DUTIES AND AUTHORITY**

§2.1 Duties

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board.

§2.2 Limitations on Authority

The Committee serves in an advisory capacity to the Board of Directors. It shall have no independent duties and no authority to take actions that bind METRO or the Board of Directors. The Committee shall not have the authority to communicate externally, but all communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

Article III MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 22 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 2 individuals to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz, and when making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 1/3 of the individuals appointed to the Committee shall be persons with disabilities as or senior citizen as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the committee.

§3.2 Members' Terms

The term of membership of each Committee member shall be two years, and members may be re-appointed for 2 successive terms for a total of 6 consecutive years. The term of each member shall commence on January 1.

§3.3 Vacancies

Vacancies shall be filled for the remainder of the term by the Board of Directors from nominations submitted by the Board Member who nominated the original appointee.

Article IV OFFICERS

§4.1 Chairperson and Vice Chairperson

The Committee shall elect from its membership a chairperson and a vice chairperson at its first meeting of the fiscal year, to serve for a one-year term. The chairperson shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The vice chairperson shall perform the duties of the chairperson when the chairperson is absent. In the event of a vacancy in the chairperson's position, the vice chairperson shall succeed as chairperson for the balance of the chairperson's term and the Committee shall elect a successor to fill the vacancy in the vice chairperson's position as provided below. In the event of a vacancy in the vice chairperson's position, the Committee shall elect a successor from its membership to fill the vice chairperson's position for the remainder of the vice chairperson's term.

§4.2 Staff Support

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes, correspondence and other. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the Committee shall be held on the _____ of each month. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

A special meeting may be called by the chairperson. The meeting shall be called and noticed as provided in Section 5.3 below.

95.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings. The Committee shall meet at least once every three months, unless the Committee's activities are suspended. The Committee shall hold no more than one regular meeting per month.

§5.4 Quorum; Vote

The presence of 12 members shall constitute a quorum for the transaction of business. All official acts of the Committee shall require the affirmative vote of 9 members.

§5.5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting METRO staff shall be excused from further attendance at the meeting.

§5.6 Absences

If a member is absent from four Committee meetings in any twelve-month period, the position shall automatically be vacated and the member of the Board of Directors that nominated such Committee member notified so that a successor can be appointed to till the remainder of that member's term.

§5.7 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions :

a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.

b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

c. The item was properly posted for a prior meeting of the Committee not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

d. By directing staff to place an item of business for discussion and/or action on a subsequent agenda. (This is an appropriate action for issues raised under Public Presentations .)

§5.8 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the chairperson, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation.

§5.9 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The chairperson may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the chairperson may direct the meeting room cleared when deemed necessary to maintain order.

§5.10 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

Article VI AGENDAS AND MEETING NOTICES

§6.1 Agenda Format

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Oral/Written Communications". The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the chairperson. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chairperson, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

§6.5 Meeting Notices

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed with METRO a written request for notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

These Bylaws shall be effective upon approval by the METRO Board of Directors.

§7.2 Committee Process

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 26, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF RENT STRUCTURE AT SANTA CRUZ METRO'S TRANSIT CENTERS

I. RECOMMENDED ACTION

That the Board of Directors retain the current rent structure at Santa Cruz Metro's transit centers.

II. SUMMARY OF ISSUES

- In February of 2003, Mr. & Mrs. Franaszek, the tenants leasing space at the Santa Cruz Metro Center, dba Storti's Pizzeria requested that their rent be reduced from \$1,690.00 to a more reasonable rent amount when they took over the business from Mr. & Mrs. Morelund, the previous tenants and owners of the pizzeria.
- The Santa Cruz Metropolitan Transit District Board of Directors asked for a rent analysis for the tenants at each of METRO's transit centers.
- It is important to note that the original leases of the property space at the centers are generated through a Request for Proposals in which tenants are asked to provide the amount of rent their proposed business can generate. Generally, the proposals which result in the highest monthly rent amount are selected. Thereafter, from time to time the businesses are sold and a new tenant takes over the lease at the same rental rate. Additionally, rent is increased annually based on a cost of living increase. Therefore, the longer a business remains in the space, the higher the rent will be.

III. DISCUSSION

I have been asked to analyze the rent structure at each of METRO's transit centers. The tenants, rents and amount of space at each of the centers are as follows in the Tables below:

SANTA CRUZ METRO CENTER

Tenant	Rent Amount	Square feet of space	Dollar Amount per square foot
Andrew and Alicia Franaszek, dba Storti's Pizzeria	\$1,690.40	417 (Includes 285 for Pizzeria + 74 storage + 58 equip room)	\$4.05
Walid and Winona Sub Laban, dba Metro Market	\$2,361.27	671- (Includes 431 Market + 240 office)	\$3.52
Kin Wai Cheung and Yuk Ling Yeung, dba China Express	\$2,244.86	1997 (Includes 1107 interior, 890 exterior)	\$1.18
Colleen Crosby and Bronson Baker, dba Santa Cruz Roasting	\$900.00	300	\$3.00
Eulalio Abrego, dba Taqueria El Dandy	\$600.00	400	\$1.50

WATSONVILLE TRANSIT CENTER

Tenant	Rent Amount	Square feet of space	Dollar amount per square foot
Ali Reza Gharahgozloo and Jessica Hsu, dba Jessica's Grocery Store	\$1,207.78	582	\$2.08
Ali Reza Gharahgozloo and Jessica Hsu, dba Ali's new Asian restaurant	\$1,300.00 – Lease	1031 (includes kitchen and service area = 811 + kiosk storage = 220)	\$1.26
Romualdo Palacios, dba Santa Martha	\$300.00	240	\$1.25
Juan and Maria Lourdes Valdivia, dba Taqueria El Torito	\$724.48	240	\$3.02
Thomas Sanchez and Leticia Ledesma, dba Leticia's Hair Salon	\$300.00	240	\$1.25
Gilbert Canales, dba Powerservice	\$180.25	108	\$1.67

SCOTTS VALLEY TRANSIT CENTER

Tenant	Rent Amount	Square feet of space	Dollar amount per square foot
Blue Dolphin	Tenant sells tickets and passes and provides customers with transit information in exchange for leased space	2270 (includes 1177 interior, 1093 exterior)	\$0

METRO rents reflect that METRO brings many people into the transit centers through its transit services. The rent structure is based on what the market will bear. At this time all the spaces at each of the centers is leased. Two of the spaces at the Watsonville Transit Centers are coming up to be rebid.

IV. FINANCIAL CONSIDERATIONS

Decreasing rents or making the rents uniform based on square footage of space leased, will affect the annual revenue generated by the Metro Center properties.

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 26, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF CONSOLIDATING ALL PUBLIC, ORGANIZATIONAL AND LABOR COMMUNICATION UNDER ORAL AND WRITTEN COMMUNICATIONS

I. RECOMMENDED ACTION

Consider Whether to Eliminate “Labor Organization Communications”, “Metro Users Group (MUG) Communication”, and “Metro Accessible Services Transit Forum (MASTF) Communications” from the Agendas for the Regular Meetings of the Board of Directors thus allowing all Public Comment to occur during the Oral and Written Communications on the Agendas.

II. SUMMARY OF ISSUES

- In a letter dated June 2, 2003, Mr. R. Paul Marcelin-Sampson for La Union de los pasajeros de Metro/ The Metro Riders Union requested that the group be allowed to make regular reports at the Santa Cruz METRO’s meetings believing that no more than 7 minutes a month would be utilized.
- La Union’s request was discussed at the Board of Director’s meeting on August 22, 2003 in which some directors stated that Santa Cruz METRO is the only public agency that they are aware of that has public comment for specified groups in addition to the public comment item.

III. DISCUSSION

Government Code Section 54954.3 requires that every agenda for regular meetings of a public agency provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public. Generally, public agencies fulfill this requirement by having an item on their regular agendas entitled, “Oral and Written Communications.” The Santa Cruz METRO provides the public with this type of opportunity to address the Board of Directors. However, it additionally provides its unions with a specific communication agenda item, entitled, “Labor Organizations Communications.” This item has been continuously on METRO’s regular agendas’ since July 19, 1981. On April 16, 1999, the Board of Directors amended its bylaws to include a reference to MUG and MASTF as advisory groups to the Board. In May 1999, METRO’s regular agenda provided both MUG and MASTF with specific communication agenda items as follows: “METRO USERS GROUP (MUG)

COMMUNICATIONS” and “METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS”. Each METRO regular agenda since that time has specifically set forth special communication sections for each of these two advisory groups.

A discussion regarding this issue at the August 22, 2003, Board of Directors’ regular meeting occurred, wherein the MASTF Chair indicated that MASTF has the special communications section because of the special relationship between MASTF and the Board of Directors and the respect METRO has for MASTF.

La Union Representative indicated that La Union wants equal opportunity to communicate with the Board of Directors. However, if these special communications are eliminated, La Union would withdraw its request for a special communication opportunity.

IV. FINANCIAL CONSIDERATIONS

Minimal.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 26, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF AMENDING BUS ADVERTISING POLICY AND REGULATION TO ALLOW ADVERTISING FOR SANTA CRUZ METRO SERVICE

I. RECOMMENDED ACTION

Amend the Santa Cruz METRO Bus Advertising Policy and Regulation to Allow Advertising for Santa Cruz METRO Service

II. SUMMARY OF ISSUES

- In September 2002, Santa Cruz METRO Board of Directors adopted a Bus Advertising Policy and Regulation which limited advertising on METRO buses to commercial advertisements only.
- The METRO Board of Directors took this action in order to procure as much revenue as practicable while ensuring that the advertising does not discourage the use of METRO's transit service.
- The Santa Cruz County Regional Transportation Commission staff is attempting to promote the use of METRO transit service by the general public through bus advertisements of the one-in-five program on METRO buses but because of the strict definitions utilized in METRO's advertising policy and because currently, METRO has no advertising program in place, staff has declined the advertisements.
- This matter has been placed on the agenda in order for the Board of Directors to consider whether the policy should be amended to allow METRO's own transit bus and paratransit services to be advertised.

III. DISCUSSION

In September 2002, the Santa Cruz METRO Board of Directors adopted an Advertising Policy and Regulations for its Bus Advertising Program. The policy limited advertisements to commercial advertising only. The Board of Directors determined at that time that advertisements on the outside and inside of the buses should be limited to commercial only in order to generate as much revenue as possible and to specifically avoid the creation of a general public forum for purposes of communication.

A request was made by the Santa Cruz County Transportation Commission staff for information on METRO's advertising policy. The purpose of the Commission's advertisement is to promote the use of METRO buses. Because of the strict definition of "Commercial Advertising" in the policy, METRO staff did not believe that such advertisement would be allowed under the policy.

Should the Board of Directors wish to allow advertisements that promote METRO transit services than the policy should be amended as indicated in Attachment A. If approved the language set forth in bold would be added to the policy.

IV. FINANCIAL CONSIDERATIONS

none

V. ATTACHMENTS

Attachment A: Advertising Policy and Regulations with proposed new language to allow advertisements promoting use of METRO buses.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

8/3/98

Regulation Number: AR-1006

Computer Title: Advertising

Effective Date: September 27, 2002

Pages: 5

TITLE: ADVERTISING POLICY AND REGULATIONS

Procedure History

NEW POLICY	SUMMARY OF POLICY	APPROVED
9/27/02	To Create a policy regarding advertising on buses	S. A.
9/12/03	Policy amended to allow METRO bus advertisements	

I. POLICY

- 1.01 Santa Cruz Metro sells space inside and upon its buses, for the display of commercial advertising. The purpose is to raise revenues, supplementary to those from fares and from tax proceeds, to be used to finance Santa Cruz Metro's operations. The display of advertising is solely for this purpose. It is not intended to provide a general public forum for purposes of communication, but rather to make use of property held in a proprietary capacity in order to generate revenue.
- 1.02 In order to realize the maximum benefit from the sale of advertising space, the program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising does not discourage the use of Santa Cruz Metro's transit system, does not diminish Santa Cruz Metro's reputation in the community it serves or the good will of its patrons, and is consistent with Santa Cruz Metro's principal purpose of providing safe, comfortable, efficient and affordable public transportation. To attain these objectives, Santa Cruz Metro's Board of Directors has established these regulations for the advertising displayed in and upon its buses.
- 1.03 In addition to the foregoing, noncommercial speech is excluded from advertising inside and upon the buses for the following reasons:

- a. Santa Cruz Metro wishes to maintain a position of neutrality on political, religious, environmental, or other public matters and issues in order to promote its commercial enterprise;
- b. If advertisement inside and upon the buses is not restricted, the buses and passengers could be subject to violence;
- c. Preventing a reduction in income earned from selling advertising space because commercial advertisers may be dissuaded from using the forum commonly used by those wishing to communicate political or religious ideas or beliefs.

II. APPLICABILITY

- 2.01 This procedure is applicable to all District employees and all independent contractors who contract with Santa Cruz Metro, for the placement of advertisement in and upon Santa Cruz Metro's buses.

III. DEFINITIONS

- 3.01 Commercial advertising:
- a. Advertising the sole purpose for which is to sell or rent real estate or personal property for profit, or to sell services for profit.
 - b. Shall not include any advertising that both offers to sell property or services and also conveys information about matters of general interest, political issues, religious, moral, or environmental matters or issues, or other public matters or issues, or expresses or advocates opinions or positions upon any of the foregoing.
 - c. Does not convey whether expressly or implied, intentionally or unintentionally, by inference or innuendo, the religious, social, political, legal or moral view of any person or entity as such views are generally understood in Santa Cruz County community.
 - d. Does not cause the vehicles, if posted individually or in combination with other advertisements, to become a public forum for the dissemination, debate, and/or discussion of public issues.

3.02 Political Advertising:

- a. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any federal, State, or local government office;
- b. Any advertising that supports or opposes any referendum conducted by the federal or State government, or by any local government, such as referenda on constitutional amendments, on bond issues, or on local legislation; or
- c. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of the advertising.

IV. ADVERTISING STANDARDS

- 4.01 All advertising displayed in or upon the Santa Cruz Metro's buses shall be strictly commercial in nature and purpose.
- 4.02 Santa Cruz Metro's transit system, in order to serve the purpose for which it has been established, must of necessity accommodate all persons without distinction of age. It is therefore necessary to exclude advertising unsuitable for exposure to children or persons with immature judgment. The following kinds of advertising therefore will not be displayed in or upon Santa Cruz Metro's buses:
1. Advertising for cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.
 2. Advertising for alcoholic beverages, including beer, wine, and distilled spirits.
 3. Advertising for products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other sexual matter.
 4. Advertising for products, services, or entertainment directed to sexual stimulation.
- 4.03 Advertising that explicitly and directly promotes or encourages the use of means of transportation in direct competition with Santa Cruz Metro's bus service shall not be displayed in or upon Santa Cruz Metro's buses.

- 4.04 No advertising shall be permitted that in any way denigrates Santa Cruz Metro's organization, or its operation, or its officers, agents, or employees. This prohibition includes advertising copy and illustrations that state or imply or could reasonably be expected to cause an inference, that Santa Cruz Metro's service or operations are anything but safe, efficient, affordable and convenient.
- 4.05 Santa Cruz Metro expects all advertising copy to be truthful. Advertising copy and illustrations should not be exaggerated, distorted, false, misleading or deceptive.
- 4.06 Medical products or treatments are to be treated in a restrained and inoffensive manner.
- 4.07 Testimonials are expected to be authentic, and advertisers using them will be required to indemnify Santa Cruz Metro against any action brought in connection with them. Advertising that promotes contests or giveaways is expected to comply with all applicable laws and regulations.
- 4.08 No advertising in or upon Santa Cruz Metro's buses shall include language, pictures, or other graphic representations that are unsuitable for exposure to persons of young age and immature judgment, or shall be derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, religion, gender or sexual preference.
- 4.09 No advertising shall be displayed in or upon Santa Cruz Metro's buses if the display thereof would violate any federal or State law or regulation, or any law, regulation, or ordinance of any county or municipality in or through which Santa Cruz Metro buses are or may be operated.
- 4.10 No advertising that is obscene, as defined by federal or California law, shall be displayed in or upon Santa Cruz Metro's buses.
- 4.11 Proposed advertisements shall not be accepted if the use, or possession of the property proposed to be advertised, includes a product that is specifically prohibited from use or possession on Santa Cruz Metro's facilities including its buses and vehicles. These products include firearms, tobacco products, alcohol and weapons.
- 4.12 No advertising will be accepted if it advocates imminent lawlessness or violence.
- 4.13 Political advertising will not be accepted.
- 4.14 Advertising will not be accepted if it promotes or encourages unlawful activity.

4.15 Advertising will not be accepted if it supports or opposes an issue or cause and/or which advocates or opposes a religion or belief.

4.16 Notwithstanding any other provision in this policy, advertising for METRO's transit bus and paratransit services shall be allowed. METRO also retains the right to communicate with its passengers and the public on transit issues, to seek input and participation from its passengers and to provide its passengers with notifications of meetings, hearings and other transit-related issues.

V. USE OF SANTA CRUZ METRO'S NAME

5.01 Use of Santa Cruz Metro's name, logo, slogans, or other graphic representations is subject to advance approval by Santa Cruz Metro. Santa Cruz Metro does not endorse or imply endorsement of any product or service.

VI. ADMINISTRATION OF ADVERTISING REGULATION

6.01 Advertising space on Santa Cruz Metro's buses is sold through an independent Contractor. The Contractor shall comply with the foregoing policies, and review all advertising with reference to them. They shall refer all such advertising that falls or may fall into any of the categories defined above to Santa Cruz Metro's designated representative responsible for administering the advertising program, who shall determine whether the proposed advertising will be accepted. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, Santa Cruz Metro's representative shall consult with Santa Cruz Metro's District Counsel and with its General Manager or the officer designated by him/her for this purpose. The General Manager or his/her designee, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected.

6.02 Santa Cruz Metro will co-operate with the party or parties proposing the advertising, and with the independent contractor through whom it has been proposed, in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF OPTIONS TO REINSTATE THE BUS ADVERTISING PROGRAM.

I. RECOMMENDED ACTION

The purpose of this report is to provide the Board with options for how a Bus Advertising Program could be reinstated if the Board determines there is interest in the program.

II. SUMMARY OF ISSUES

- At the conclusion of the contract with Obie Media, Inc. the Board awarded a contract to Princeton Media, Inc. at the November 8, 2002 Board Meeting for Bus Advertising Services.
- A letter was received on December 12, 2002 in which Princeton Media, Inc. indicated it wanted to change the terms and conditions in the contract including the amount to be guaranteed to the District for advertising.
- In January, the District rejected the counter proposal from Princeton Media for Bus Advertising Services and directed staff not to enter into a contract under the revised terms.
- During this time, there were outstanding issues with the expired contract with Obie Media.
- An agreement was reached with Obie Media regarding closure of the expired contract.
- Staff has examined how some other systems handle bus advertising to determine if an internally operated bus advertising program will be viable.
- Further, staff will continue to explore ways for this program to work in conjunction with MST or some other agency.

III. DISCUSSION

At the end of November 2002, the District was concluding a five (5) year contract with Obie Media for Bus Advertising. In preparation for this, the District issued an RFP for Bus Advertising Services. Two proposals were received. One from the existing vendor, Obie Media of Eugene, Oregon and one from Princeton Media, Inc. from Princeton, New Jersey.

The District awarded the contract to Princeton Media based upon their proposal. After the award was made and the contracts were forwarded to Princeton Media, the firm revised their guarantee to the District and was unable to provide a Performance Bond or Letter of Credit. With these changes, their proposal was no longer responsive to the District's RFP. As a result, in January of 2003, the Board of Directors rejected the counter proposal from Princeton Media. The result has been that the current budget does not show any revenue from bus advertising.

Also during this time, the District had disagreements with Obie Media as it related to the closure of the old contract. Since that time, the District has entered into an agreement with Obie Media to settle all outstanding claims.

Staff has conducted interviews with other transit agencies that perform their own direct sales of advertising. Two transit agencies that were contacted included Akron METRO and Greater RTA in Dayton. In Dayton, the program has been in existence since October 1997. They have 190 buses and sell about \$350,000 of ads each year. The Akron program has been in existence for about 8 ½ years. They have 140 full size buses and also about 50 Paratransit vehicles that can also have ads. They also do about \$350,000 in advertising sales each year. Both agencies report that they are very satisfied with their programs. The key factor in both of these situations is that the agencies are much larger than Santa Cruz METRO, which might make the process more difficult.

There are essentially three options that could be undertaken in the bus advertising area:

- No bus advertising on the buses, the current \$2.4 million projected operating deficit includes no revenue from bus advertising;
- Santa Cruz METRO could attempt to sell bus advertising directly on its own; or
- Pool resources and efforts to work with MST or some other agency to jointly sell bus advertising.

No Advertising

Not having bus advertising on the buses would be the easiest option for the District to take. As the new buses have been phased into the fleet, none of them have had advertising placed upon them. However, during this time of fiscal uncertainty, there may be a desire to make all attempts to generate whatever revenues may be possible. The positive of eliminating advertising would be the "clean" image for the buses.

Santa Cruz METRO Individual Sales

Santa Cruz METRO could also try to sell bus advertising on it's own. This can be accomplished by directing staff to issue an RFP to determine if there is local interest in selling bus advertising. Since the dollar volume of advertising sales might be low, there might not be enough interest in an individual doing this, as the returns may not be there on an exclusive basis.

In the past the Board has indicated a desire to move away from direct application advertisements and to a frame-based system of advertising. The difficulty with this approach is that none of the

buses in the fleet are currently equipped with advertising frames. Further, the 1998 New Flyer buses have rub rails on the side of the bus that would have to be removed to accommodate advertising frames. The cost of the ad frames and their installation would represent up-front costs that would have to be incurred, with no revenue being generated. ***If the Board wants to pursue bus advertising, staff would only recommend that frames be purchased at the time that advertising sales are made so as to minimize the up-front costs.***

This sales approach is probably more difficult than the next option, a joint sales approach with Monterey Salinas Transit or some other agency. This is more fully discussed in the next paragraph. If the joint option with MST or some other agency is not feasible, then this approach might be worth further examination.

Joint Effort With MST/Other Agency

Santa Cruz METRO could join with another agency to sell advertising. Monterey Salinas Transit is a logical choice as they just cancelled their contract with Princeton Media. We could share the services of a contractor who could jointly sell both systems to the entire Monterey Bay market. This approach could work through a JPA or similar arrangement whereby one individual or firm would offer bus advertising on both MST and SCMTD or individual systems if desired. The rate structures for both agencies should be similar to eliminate differences and cause one agency to compete with the other. Under this approach, an independent contractor would have authority to represent both agencies to sell Bus Advertisements. In conversations with other agencies, this person or firm should have extensive experience in media sales. In order to attract an individual or firm with these skills, and to be able to pay this person, there would need to be a small base amount paid to the individual/firm, along with a commission on advertisements sold. The commissions would act as an incentive for the individual to sell ads. The allocation of the base amount would need to be determined. It would be allocated between the agencies based upon the amount of ads sold. For example, if 60% of the bus ads were sold on MST buses, then MST would pay 60% of the base amount. An additional cost would be for each agency to post the advertising signs on the buses that were sold and to remove those signs that were no longer being paid for by the advertisers.

MST currently has advertising frames on their buses, and Santa Cruz METRO would need to install these as discussed earlier. The estimated cost to equip a bus with advertising frames is \$224 plus labor to install the frames. Staff would only recommend equipping 20 buses to start and then as advertising is sold, purchase additional frames as needed. This would limit the hardware risk to \$4,480.

One additional cost that would have to be paid for is the development of full-color marketing materials to sell the bus-advertising program to potential advertisers. It is estimated that an amount of \$2,500 per system would cover these expenses.

Staff feels that in the past the cost of the bus ads being sold by Obie Media was too high for this market. This was because Obie had to make a profit and still be able to pay Santa Cruz METRO a commission. Staff has contacted other transit agencies that sell their own ad and was able to

confirm that when transit systems sold their own space, the rates for bus ads was in fact less expensive. To illustrate this point, the table below shows the 12 month contract rate for the various types of advertising available, and compares it with the rate that staff is considering subject to discussions with MST. As an incentive to get space sold, the 12 month rate might be used for shorter agreements at the start of the program. Normally the rates for shorter duration runs would, of course, be higher and over time, the rates could increase as space became sold out. The rates shown below were used for the revenue projections for the program.

Type of Ad	OBIE 2000 Rate ¹	Princeton MST Rate	Projected Rate
King	\$276	\$305	\$140
Queen	\$232	\$285	\$120
Tail	\$232	\$275	\$105

¹Obie rate includes a 14% continuity discount

If there is interest by the Board to consider such a program, staff will develop revenue estimates from a bus advertising program. Santa Cruz METRO is not considering providing the production and/or printing of the ads. Advertisers would be free to use whomever they would want to design and produce they ads, but they would have to be done to comply with District specifications and policies. Previously, OBIE provided these services and marked them up significantly.

IV. FINANCIAL CONSIDERATIONS

There are no financial implications at this time. Estimates would be developed if the Board wants to pursue this option.

V. ATTACHMENTS

Attachment A: NONE

SALES POTENTIAL FOR BUS ADVERTISING

Number of Buses	84	12 Month Rate	100% Sale Total	80% Sale Total	60% Sale Total	40% Sale Total	20% Sale Total
Tails	84	105	105,840	84,672	67,738	54,190	43,352
Kings	84	140	141,120	112,896	90,317	72,253	57,803
Queens	84	120	120,960	96,768	77,414	61,932	49,545

GROSS SALES

367,920	294,336	235,469	188,375	150,700
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Posting	9,000	8,000	7,000	6,000	5,000
Commission	55,188	44,150	35,320	28,256	22,605
Base Fee	21,132	21,132	21,132	21,132	21,132
Sales Cost	\$ 76,320	\$ 65,282	\$ 56,452	\$ 49,388	\$ 43,737
SCMTD Net Revenues	282,600	221,054	172,016	132,987	101,963
I Cost of Sales	21%	22%	24%	26%	29%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 12, 2003

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF PROPERTY ACQUISITION OF 120 GOLF CLUB DRIVE AND 1122 RIVER STREET FOR THE METROBASE PROJECT (SEE RELEVANT CLOSED SESSION ITEM)

I. RECOMMENDED ACTION

Refer the above-mentioned property acquisition to closed session

II. SUMMARY OF ISSUES

- On April 19, 2002, Santa Cruz METRO identified the Harvey West Cluster 1 Option as the preferred alternative for the MetroBase Project, which included properties located at 120 Golf Club Drive and 1122 River Street, in Santa Cruz.
- On February 28, 2003, Santa Cruz METRO certified the Final Environmental Impact Report (EIR) for the MetroBase Project which included adopting legal findings and mitigation measures and a mitigation monitoring and reporting program.
- At this juncture, it is appropriate to proceed with the acquisition of the properties owned by private parties which are necessary for the MetroBase Project

III. DISCUSSION

In the 1990s, the Board of Directors of the Santa Cruz METRO determined that it would be in the agency's best interest if it consolidated its maintenance, operations and administrative functions into one facility. On April 19, 2002, the Board of Directors selected Harvey west Cluster 1 Option as the preferred alternative for the MetroBase Project. This alternative includes the following properties: 1200 River Street (currently METRO's SCOPS), 138 & 140 Golf Club Drive (currently METRO's Minor Maintenance Facility), 1122 River Street (APN 008-032-05-- currently the Tool Shed Equipment Rentals), and 120 Golf Club Drive (APN 008-013-04-- currently Surf City Produce Co.).

The Board of Directors of the Santa Cruz METRO had prepared an EIR for the project and certified the EIR on February 28, 2003. This project requires the acquisition of two properties: 1122 River Street and 120 Golf Club Drive.

Plans for the project are currently being developed and it is advisable to move forward with the property acquisition. Government Code Section 54956.8 allows a public agency to hold a closed

session with its negotiator prior to the purchase of real property to grant authority to its negotiator regarding the price and terms of payment for the purchase. However, prior to the closed session, the public agency must hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern and the person or persons with whom its negotiators may negotiate.

Santa Cruz METRO has contracted with the City of Santa Cruz to perform acquisition and relocation services on behalf of METRO. In particular, Ceil Cirillo from the City of Santa Cruz' Redevelopment Agency will be acting on METRO's behalf in the negotiations with the property owners. It is anticipated that Jeannine Gibson, trustee of the Gibson Trust will negotiate on behalf of 1122 River Street and that Yvonne Aiassa will negotiate for the property she owns at 120 Golf Club Drive.

IV. FINANCIAL CONSIDERATIONS

At this time total funding available for the MetroBase Project is \$20.1 million dollars.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 26, 2003

TO: Board of Directors

FROM: Leslie White, General Manager
Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF IMPLEMENTATION OF NEW REGULATIONS REGARDING ACTIVITIES BY THE PUBLIC INCLUDING LEAFLETING AT SANTA CRUZ METRO'S FACILITIES AND VEHICLES

I. RECOMMENDED ACTION

Continue this matter until next month to allow additional research and review.

II. SUMMARY OF ISSUES

- In June 2003, the Board of Directors received a request from La Union de los pasajeros de Metro/The Metro Riders' Union to allow its membership to leaflet at METRO's transit centers.
- The Board of Directors at its August 22, 2003 regular meeting considered leafleting and other activities at the transit centers.
- At the August 22, 2003 regular meeting, the Board of Directors gave direction to staff to develop areas at each of the transit centers where leafleting could be allowed so as not to interfere with Santa Cruz METRO's mission of providing public transportation throughout the County of Santa Cruz and its regional area.
- Since that Board Meeting METRO staff has met with Union representatives, the proponent of leafleting, Metro Users Group, and Metro Accessible Services Transit Forum.
- Issues have been raised regarding other activities that members of the advisory groups want to have happen at the centers so additional research needs to be completed.

III. DISCUSSION

In June 2003, the Board of Directors received a request from La Union de los pasajeros de Metro/The Metro Riders' Union to allow its membership to leaflet at Santa Cruz METRO's transit centers. Leafleting and other activities at the transit centers was considered and discussed by the Board of Directors at its August 22, 2003 regular meeting. At that meeting, the Board of Directors gave direction to staff to develop areas

at each of the transit centers where leafleting could be allowed so as not to interfere with Santa Cruz METRO's mission of providing public transportation throughout the County of Santa Cruz and its regional area.

Since that Board Meeting METRO staff has met with Union representatives from UTU Local 23 and SEIU, the proponent of leafleting, Metro Users Group (MUG), and Metro Accessible Services Transit Forum (MASTF). Through this collaborative process, it was agreed that the primary mission of the Santa Cruz METRO, that of providing public transportation, should not be interfered with in any way. Both Union representatives expressed concern if METRO would allow leafleting on the bus lanes at the transit centers. UTU representatives pointed out the importance of keeping the lanes open and moving. Access to and from the buses was identified as one of the most important function of the transit centers. Additionally, keeping and maintaining on-time performance, which is critical in maintaining ridership and encouraging others to begin using public transportation, was thought to be an important function of the transit centers. SEIU employees expressed concerns regarding the maintenance of order at the centers should leafleting be allowed. Specifically, one transit supervisor expressed concern should conflicts arise between leafleters and bus passengers who were not interested in the message being promulgated. La Union's representative acknowledged that the function of the centers was to facilitate public transportation and was adamant that the mission of the Santa Cruz METRO was not to be interfered with by the leafleters.

Pacific Station: Pacific Station is located in downtown Santa Cruz and is by far the busiest transit center operated by the Santa Cruz METRO. This center is situated on approximately one acre. At the center, the buses board and deboard passengers among four different lanes. Each lane is specifically designated as the boarding/deboarding area for specific transit destinations. For example, passengers going to and arriving from the UC Santa Cruz would locate their bus on lane one and passengers going to and arriving from Watsonville would locate their bus on lane four. It is recommended that at least one location and at most two locations be designated as leafleting areas at Pacific Station: a bus bench approximately 16 feet from the curb on lane one (See Attachment C) and/or a bus bench to be placed on lane 4 near Pacific Avenue. The La Union Representative believes that a bus bench on Lane 4 between two bulletin boards, across from the Coffee Roasting kiosk is the best leaflet location in that area. He points out that there are no pillars that tend to obstruct pedestrian flow in this area (See Attachment D). When discussing this location with the bus operators, they pointed out that this area is often used to deboard wheelchair passengers because of the absence of the pillars. The bus operators felt that for this reason this area should not be used. Two areas on Lanes 2/3 were discussed. One area directly in front of the Coffee Roasting kiosk and an area behind that kiosk were considered. Members of MUG stated that Lanes 2/3 can get very congested and should not be used. The area behind the kiosk was considered out of the way by the La Union Representative for leafleting.

Watsonville Transit Center: The Watsonville Transit Center is located on Rodriguez Street in Watsonville. It is a short distance from the downtown area. There are two bus lanes that allow buses serving various routes to be accessible to the customers. Each lane can accommodate 6 buses at a time. An area under or near the clock was thought to be a

good location for leafleting. People utilizing the center have access to the area but it would not interfere with the flow of pedestrian and bus traffic. The La Union Representative proposed choosing a location on Lane 2. Two possible areas on Lane 2 recommended by La Union are either a shady area in a corner (Attachment E) or a similar area closer to the dumpster area. The other groups that this matter was discussed with believed that the area on Lane One was the best location so as not to interfere with passenger access to the buses.

Scotts Valley Transit Center: The Scotts Valley Transit Center is located on Kings Village Road in Scotts Valley. The Blue Dolphin leases the interior space at the center and the area under the trellis. Therefore, the only available area is a space north of the building. Allowing leafleting right in front of the café would interfere with passenger access to the buses and to transit information.

In considering leafleting and other activities at the centers, access to and from the buses, the flow of pedestrian and vehicular traffic, and the maintenance of a harassment-free environment at the centers were considered vital to insure the success of METRO's mission. When considering the accomplishment of METRO's mission the safety and security of those patrons who utilize METRO's transit services and other amenities also needs to be considered.

Because consideration of leafleting raises issues of other behaviors that may occur at the centers an all-inclusive policy is being proposed. Issues have been raised regarding other activities that members of the advisory groups want to consider occurring at the centers so additional research needs to be completed.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A:** Proposed Activities Regulation
- Attachment B:** Penal Code Section 640
- Attachment C:** Proposed Location to Leaflet on Lane One at Pacific Station*
- Attachment D:** La Union's proposed Leaflet Location on Lane Four*
- Attachment E:** One of La Union's proposed Leaflet Locations on Lane Four*

* Photographs provided by Paul Marcelin-Sampson

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number:

Computer Title: activities

Effective Date:

Pages: 4

TITLE: REGULATIONS REGARDING ACTIVITIES BY THE PUBLIC INCLUDING LEAFLETING AT SANTA CRUZ METRO'S FACILITIES AND VEHICLES

Procedure History

NEW POLICY

SUMMARY OF POLICY

APPROVED

To Create a policy regarding activities by the public including leafleting at, on and near the Santa Cruz METRO's facilities and METRO vehicles.

I. POLICY

- 1.01 Santa Cruz METRO's mission is to provide safe, affordable, efficient, courteous, reliable, rapid transit service throughout Santa Cruz County and its regional area in an atmosphere of mutual respect and cooperation.
- 1.02 Santa Cruz METRO's facilities are designed, operated and maintained to provide the public with the opportunity to access METRO's transit services, programs and activities safely, efficiently and effectively in a harassment-free environment.
- 1.03 In order to facilitate Santa Cruz METRO's mission, its facilities must be operated so as to insure convenient, safe, and effective access to METRO's transit services and therefore certain activities at Santa Cruz METRO's facilities **are** prohibited or circumscribed as set forth in this regulation.

II. APPLICABILITY

- 2.01 This policy is applicable to members of the public.

III. ACTIVITIES STANDARDS

- 3.01 No person shall occupy any portion of a METRO facility or a METRO vehicle so as to block, obstruct or interfere with the free movement of any person, the flow of pedestrians or vehicular traffic thereon, whether such person does so alone or together with one or more persons, or with equipment or personal property of any nature, and whether such person does so by standing, sitting, lying, or in any other manner.
- 3.02 No person shall block, obstruct or interfere with the boarding or debarking of any individual onto a METRO bus or prevent, interfere, block or obstruct pedestrian or vehicular traffic so as to affect METRO's on time performance.
- 3.03 All commercial activities at any METRO facility or on or in any METRO vehicle are prohibited unless METRO has authorized such activity through a written lease agreement of METRO owned property.
- 3.04 Solicitation is prohibited at, on or in METRO facilities and vehicles.
- 3.05 No person shall willfully disturb others on or in any METRO facility or METRO vehicle by engaging in boisterous or unruly behavior.
- 3.06 Playing sound equipment on or in any Metro facility or vehicle is prohibited.
- 3.07 Smoking is prohibited at, **on or in** METRO facilities and METRO vehicles.
- 3.08 Carrying any explosive or acid, flammable liquid, or toxic or hazardous material on or in any METRO facility or vehicle is prohibited.
- 3.09 Skateboarding, roller-skating, bicycle riding, or roller blading in any METRO facility, vehicle, or parking area is prohibited.
- 3.10 Urinating or defecating is prohibited at, in or on any METRO facility or vehicle, except in a lavatory. However, this paragraph shall not apply to any person who cannot comply with this paragraph as a result of a disability, age or a medical condition.
- 3.11 Spitting is prohibited at, on or in a METRO facility or vehicle.
- 3.12 Possession of an opened container, manufacture, sale and/or consumption of an alcoholic beverage are prohibited at, on or in a METRO facility or vehicle.
- 3.13 Performing any act or omission which is in violation of federal, state or local law or regulation, is prohibited at, on or in a METRO facility or vehicle.

- 3.14 Leafleting is prohibited on and in METRO facilities and vehicles except as specifically authorized by this regulation.
- 3.15 Individuals may leaflet at designated bus benches located at each of Santa Cruz METRO's transit centers as follows:
- a. Pacific Station: 920 Pacific Avenue, Santa Cruz, California (see attached map for specific location(s));
 - b. Watsonville Transit Center: 425 Rodriguez Street, Watsonville, California (see attached map for specific location(s)); and
 - c. Scotts Valley Transit Center: 246 Kings Village Drive, Scotts Valley, California (see attached map for specific location(s)).
- 3.16 Leafleting at the Transit Centers shall be circumscribed at the locations identified in §3.15 as follows:
- a. Those distributing leaflets shall do so while seated at a designated bus bench.
 - b. Only one group (up to 3 individuals) may utilize a designated bus bench at any time to leaflet;
 - c. Leaflet distribution shall be allowed from dawn to dusk except that the General Manager or his/her designee may set specific time periods in which leafleting is prohibited when such activity would affect the ability of Santa Cruz METRO and/or its staff to carry out the operations of the METRO;
 - d. The General Manager and/or his/her designee may at any time relocate for a temporary period of time the specific leafleting locations due to the operational needs of the METRO;
 - e. No furniture including tables and/or chairs shall be utilized to leaflet.
 - f. Those intending to leaflet may contact the general manager or his/her designee by telephone in order to reserve a designated period of time to leaflet. However, no reservation may be made for longer than four hours per day.
 - g. If a leafletor determines that other leafletors are occupying the designated bus bench leafleting, then he/she shall check in with the General Manager or his/her designee in order to obtain the next available opportunity to leaflet, which shall not be a period of time greater than four hours.

IV. DEFINITIONS

- 4.01 The following definitions shall be applicable for this policy regulation:
- a. Commercial Activity: the buying/selling of any object or merchandise including the exhibiting or displaying of any object or merchandise.

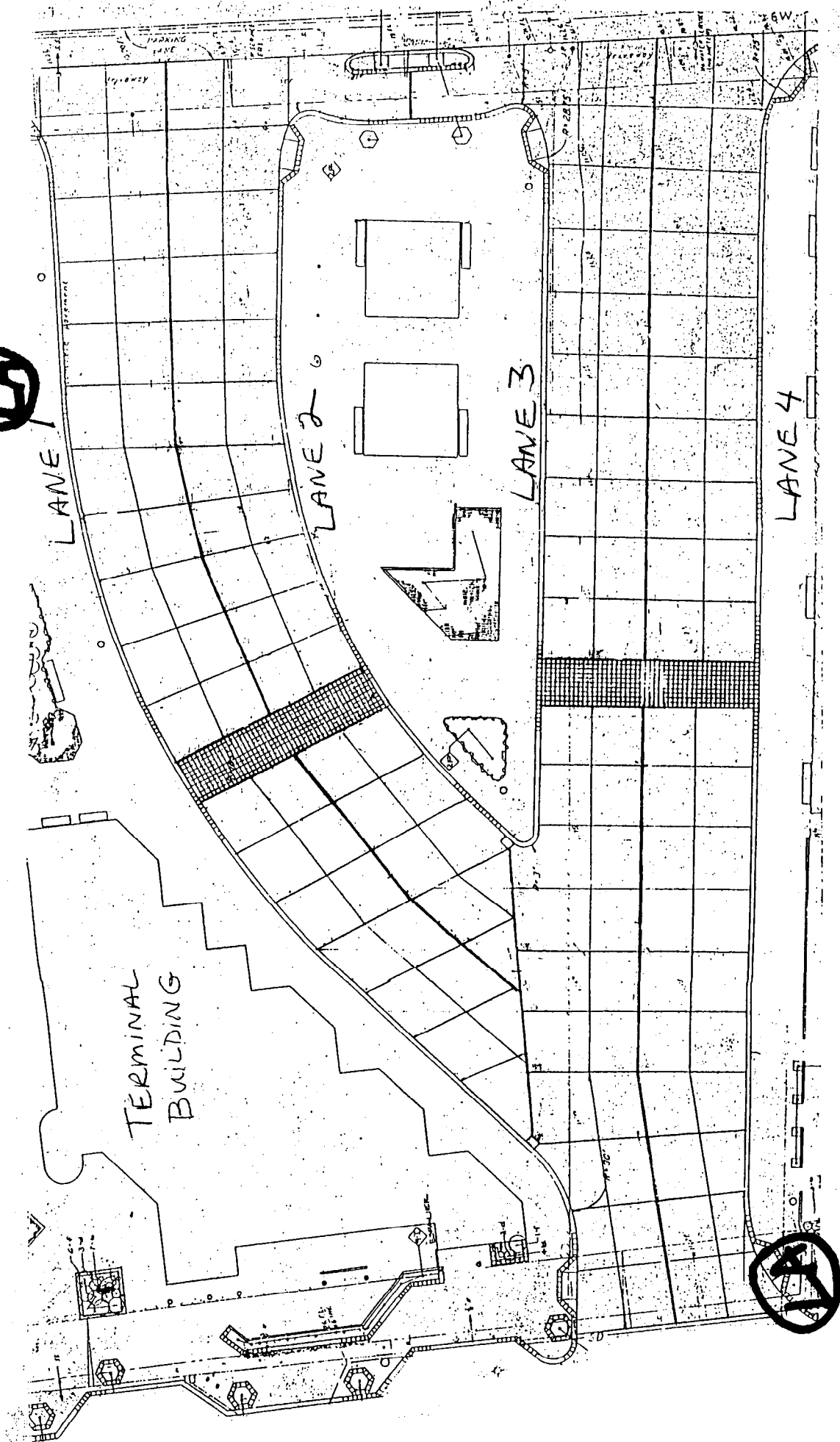
- b. Facility: a METRO building, transit center, transit bus stop or transit hub.
- c. Solicitation: any verbal request, or any non-verbal request (e.g., a sign) by a person seeking an immediate donation of money, food, cigarettes or items of value; purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation.
- d. Vehicle: A Metro bus, staff car or van.

V. ENFORCEMENT PROVISIONS

- 5.01 To the maximum extent allowed by law, the provisions of this policy regulation shall be enforced through the provisions of California Penal Code Section 640.

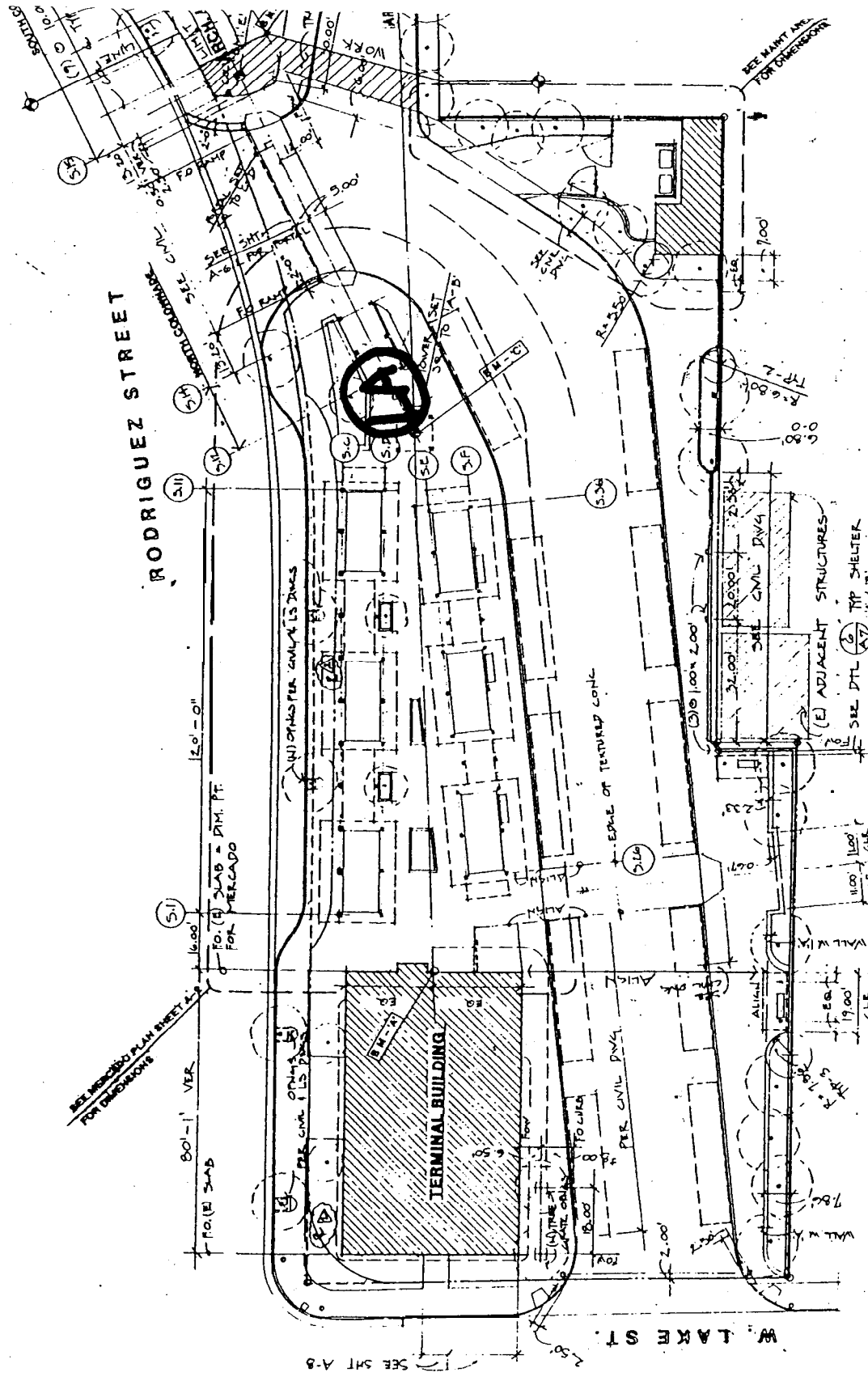
LEAFLETING AREA = LA

LA



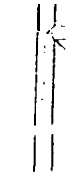
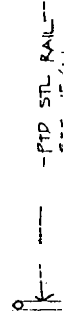
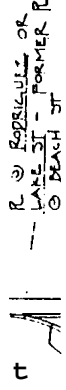
PACIFIC STATION

WATSONVILLE TRANSIT CENTER



ARCHITECTURAL SITE HORIZONTAL CONTROL

SCALE: 1" = 20' - 0"



WEST'S ANNOTATED CALIFORNIA CODES
PENAL CODE
PART 1. OF CRIMES AND PUNISHMENTS
TITLE 15. MISCELLANEOUS CRIMES
CHAPTER 2. OF OTHER AND MISCELLANEOUS OFFENSES

§ 640. Acts committed on facilities or vehicles of public or subsidized transportation systems; infraction; fine or community service

(a) Any of the acts described in subdivision (b) is an infraction punishable by a fine not to exceed two hundred fifty dollars (\$250) and by community service for a total time not to exceed 48 hours over a period not to exceed 30 days, during a time other than during his or her hours of school attendance or employment, when committed on or in any of the following:

(1) Any facility or vehicle of a public transportation system as defined by Section 99211 of the Public Utilities Code.

(2) Any facility of, or vehicle operated by any entity subsidized by, the Department of Transportation.

(3) Any leased or rented facility or vehicle for which any of the entities described in paragraph (1) or (2) incur costs of cleanup, repair, or replacement as a result of any of those acts.

(b)(1) Evasion of the payment of any fare of the system.

(2) Misuse of any transfer, pass, ticket, or token with the intent to evade the payment of any fare.

(3) Playing sound equipment on or in any system facility or vehicle.

(4) Smoking, eating, or drinking in or on any system facility or vehicle in those areas where those activities are prohibited by that system.

(5) Expectorating upon any system facility or vehicle.

(6) Willfully disturbing others on or in any system facility or vehicle by engaging in boisterous or unruly behavior.

(7) Carrying any explosive or acid, flammable liquid, or toxic or hazardous material in any public transit facility or vehicle.

(8) Urinating or defecating in any system facility or vehicle, except in a lavatory. However, this paragraph shall not apply to any person who cannot comply with this paragraph as a result of a disability, age, or a medical condition.

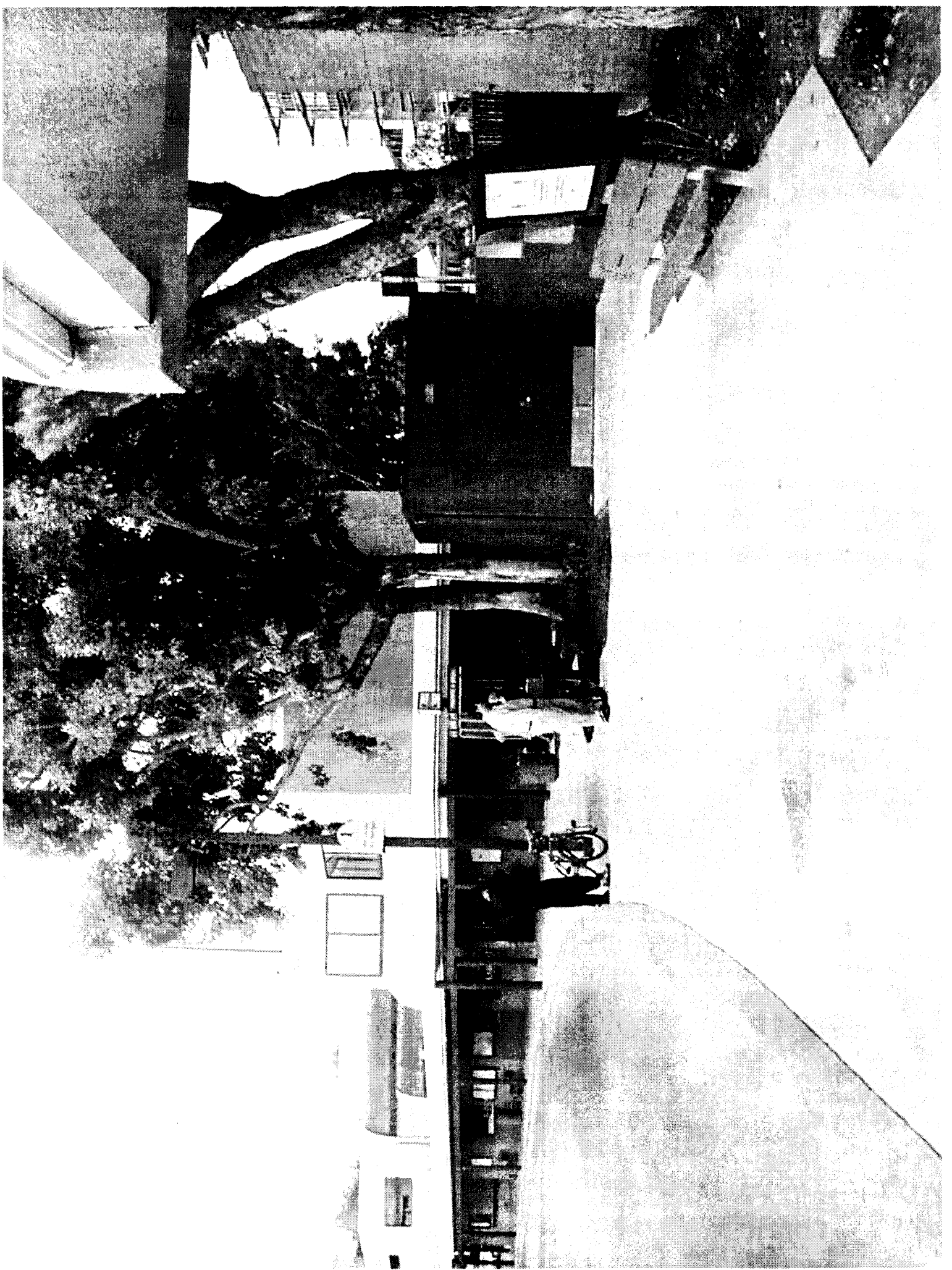
(9)(A) Willfully blocking the free movement of another person in any system facility or vehicle.

(B) This paragraph (9) shall not be interpreted to affect any lawful activities permitted or first amendment rights protected under the laws of this state or applicable federal law, including, but not limited to, laws related to collective bargaining, labor relations, or labor disputes.

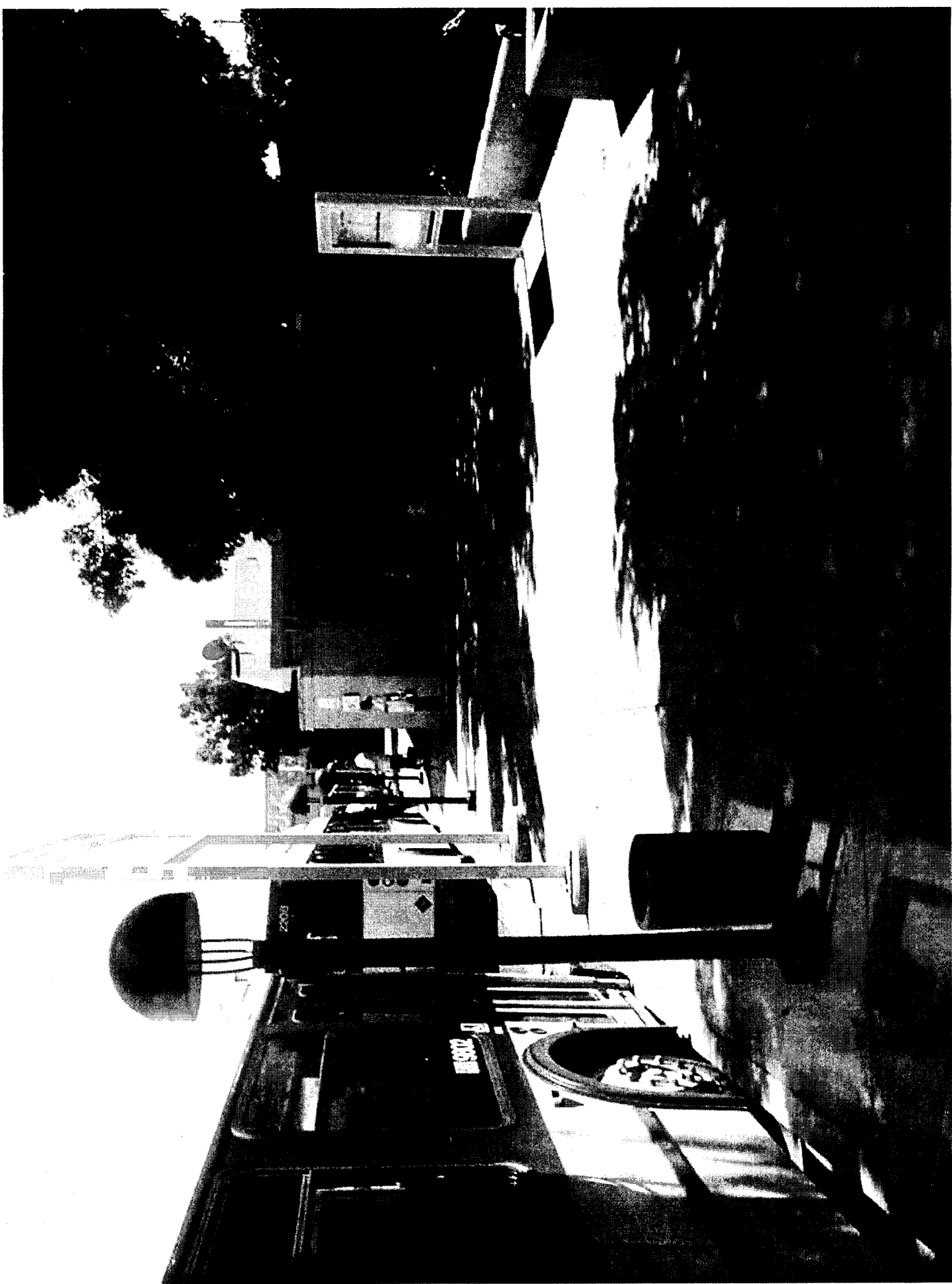
(10) Skateboarding, roller skating, bicycle riding, or roller blading in any system facility, vehicle, or parking structure. This paragraph does not apply to any activity that is necessary for utilization of the transit facility by a bicyclist, including, but not limited to, any activity that is necessary for parking a bicycle or transporting a bicycle aboard a transit vehicle, if that activity is conducted with the permission of the transit agency in a manner that does not interfere with the safety of the bicyclist or other patrons of the transit facility.

(1) (A) Unauthorized use of a discount ticket or failure to present, upon request from a transit system representative, acceptable proof of eligibility to use a discount ticket, in accordance with Section 99155 of the Public Utilities Code and posted system identification policies when entering or exiting a transit station or vehicle. Acceptable proof of eligibility must be clearly defined in the posting.

(B) In the event that an eligible discount ticket user is not in possession of acceptable proof at the time of request, any citation issued shall be held for a period of 72 hours to allow the user to produce acceptable proof. If the proof is provided, the citation shall be voided. If the proof is not produced within that time period, the citation shall be processed.







SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF RENEGOTIATED CONTRACT WITH UCSC.

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to execute a renegotiated contract with UCSC per the terms and conditions described in this staff report.

II. SUMMARY OF ISSUES

- Santa Cruz METRO and UCSC have had a relationship for over 30 years.
- During this time, University students have voted a transit tax to fund unlimited access to buses operated by the Santa Cruz Metropolitan Transit District.
- The contract has undergone various changes over the years.
- In response to budget shortfalls, the Board of Directors increased the base fare by 50% effective July 1, 2003.
- The current contract with UCSC allows for 12 months for implementation of the new rate structure.
- The University recently voted a transit fee increase, and does not have the funds available to absorb an increase of this magnitude at one time.
- METRO Staff has been discussing options with University staff to smooth the increase over time and make some further changes in the contract to simplify the billing process.

III. DISCUSSION

In 1965, the University Of California, Santa Cruz entered into a contract with the private firm providing public transit services in Santa Cruz. This contract subsidized hourly service, Monday through Friday, from 8:00 am to 5:00 pm. As the University grew, the service was unable to keep up with the demand, as the University subsidy was only \$300 per month. In 1970, a student referendum was passed that assessed a fee of \$3.50 per quarter for bus service. This enabled the establishment of a contract between the Board of Regents and the Santa Cruz Metropolitan Transit District in September of 1970. Since that time, the service and ridership has grown substantially, along with the fee paid by the students. Students currently pay \$69 per quarter for a transit fee, which is used to fund the Transportation and Parking Program at the University.

Over the years, Santa Cruz METRO and the University have had a series of one-year contracts. The contract has used a complex series of formulas to arrive at the monthly billing. Essentially the monthly number of University riders on routes that serve the University is divided by the number of weekday service days in a month to determine the Average Daily Ridership. The Average Daily Ridership is then divided by 2 and then the result is multiplied by the monthly pass rate. For all those rides taken on routes that do not serve the University, the rides are not billed to the University.

In 1975, the Monthly Pass Rate used for the contract was set at \$10 per month, and the days used to determine Average Daily Ridership was 6 days, including Saturdays. In 1982/83, the Monthly Rate was increased to \$20. In 1989, the Monthly Pass Rate was increased to \$24. After the Earthquake, the District was forced to make major cuts in the bus system and raise fares. In anticipation of a Monthly Pass increase, the University proactively approached the District and negotiated a graduated scale increase in the Monthly Pass Rate that increased over a five-year period to \$40. In 1995, the contract was revised to calculate Average Daily Ridership based upon a 5-day period, Monday through Friday.

While there have been incremental adjustments made to the contract over the years, the basic structure has remained constant. The current contract with the University allows for a 12-month period before an increase in the Adult Pass Rate is applied to the contract. The recent increase from \$40 to \$50 would take effect in July of 2004. The University held a successful Transit Fee election in Spring of 2002 where there was a promise made not to have to return to the students for four years if it passed. As a result of this promise, the University will not be able to absorb a 25% increase in the Monthly Pass rate in July of 2004. Against this backdrop, University and METRO staff started to look creatively at the contract to determine if other options were available that might mutually benefit both parties.

One restriction of the current agreement is that the rate in the contract is tied to the Adult Monthly Pass Rate. In the past, this has not been raised on a regular basis and there is a need to keep the increase to at least whole dollar amounts. If this tie-bar was broken, more frequent, and smaller increases could occur. Further, if rides were used as the basis rather than converting to a Monthly Pass Rate, the billing process would be made much easier. The recent renegotiated contract with Cabrillo eliminated the concept of billable versus unbillable rides and this approach if applied to the University contract would lower the per ride cost to the University, while increasing revenues for METRO. While the University might not be able to afford a 25% rate hike in July, they could afford a staggered increase over time, and they were willing to explore the impact of applying the new rate structure for September 1, 2003. This would have the impact of accelerating new revenue into the system and phasing in the revenue increases over time. The structure that both parties have agreed to present to the Board for consideration is essentially revenue neutral over a 7-year period. If no contract is renegotiated, there is an increased rate charged for 6 years. In a renegotiated contract, this same amount is spread over 6 years.

It is important to note that while no inflation factor is used in these calculations, a Cost of Living clause will be added to the contract per the Board's direction so that the contract rate will be adjusted on an annual basis to keep up with cost increases faced by METRO.

Attachment A shows a comparison of the projected revenue to METRO from the current contract that is scheduled to increase to a \$50 rate in July of 2004, but maintains the charge only for billable rides with the proposed renegotiated contract that would retroactively begin in September of 2003 and charges for all rides taken by University Pass holders. The renegotiated contract would no longer be tied to the Monthly Pass Rate, but would use an individual per ride cost. In order to stay revenue neutral, the rate per ride would start at \$.853 in 2003/04 and would increase to \$1.067 in 2009/10, a 35.74% increase *not including any factor for inflation*. The annual increases (before inflation adjustments) are approximately 3.8% per year for each year in the seven-year period. Over the seven-year period, the METRO would receive \$8,147 more revenue than the current agreement, plus any adjustments from inflation.

Under this new contract, METRO would get \$69,599 in revenues this year that it would not have received under the old agreement. In years 2, 3, and 4, METRO would get less revenue than under the previous agreement. Then in years 5, 6 and 7, METRO would get more revenue. This arrangement helps the University in the early years before they can get a new vote on a transit fee. Then in the later years, METRO collects more revenue, increasing the base for future contracts. METRO staff feels that this is a very workable arrangement that uniquely approaches what would have been a difficult situation for both parties and produces a "win-win". This also follows and builds upon the recent Cabrillo contract, which charges for each ride at an \$.85 cent rate.

IV. FINANCIAL CONSIDERATIONS

This renegotiated contract will have the effect of bringing in new revenue effective September 1, 2003 from the University. Over a 7-year period, the revenue change is neutral compared with getting the increase scheduled next July. The changes in the contract break the connection to the monthly pass rate and allow for the rate to float with increases in the Cost-of-Living, making for gradual increases over time.

V. ATTACHMENTS

Attachment A: UCSC Renegotiated Contract Fee Comparison

Attachment B: Comparison of UC Contract with Cabrillo College Contract

UCSC RENEGOTIATED CONTRACT FEE COMPARISON

	CURRENT								TOTAL
	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	
Baseline Current Contract: Assume 02-03 ridership rate extended through 09-10. No increase in student enrollment is projected for 4-05 and 05-06.									
Student Ridership	1,412,965	1,515,300	1,515,300	1,515,300	1,567,193	1,619,087	1,681,360	1,743,632	
Student Billings	1,350,436	1,444,081	1,805,101	1,805,101	1,866,919	1,928,738	2,002,920	2,077,102	
Faculty/Staff Ridership	133,158	142,788	142,788	142,788	147,678	152,568	158,436	164,304	
Faculty/Staff Billings	126,901	136,077	170,096	170,096	175,921	181,747	188,737	195,727	
Total Ridership	1,546,123	1,658,088	1,658,088	1,658,088	1,714,871	1,771,655	1,839,796	1,907,936	
Total Billings	\$ 1,477,337	\$ 1,580,157	\$ 1,975,197	\$ 1,975,197	\$ 2,042,841	\$ 2,110,484	\$ 2,191,657	\$ 2,272,829	\$ 14,148,362
Ridership Growth		7.2%	0.0%	0.0%	3.4%	3.3%	3.8%	3.7%	
Proposed Renegotiated Contract: Assume 02-03 ridership extended through 09-10. No increase in student enrollment is projected for 4-05 and 05-06.									
Student Ridership		1,777,628	1,823,209	1,823,209	1,885,647	1,948,086	2,023,012	2,097,939	
Student Billings		1,515,778	1,613,720	1,674,967	1,798,369	1,928,930	2,079,273	2,238,256	
Faculty/Staff Ridership		157,124	188,737	188,737	195,201	201,664	209,421	217,177	
Faculty/Staff Billings		133,979	167,051	173,391	186,166	199,681	215,245	231,703	
Total Ridership	1,917,276	1,934,752	2,011,946	2,011,946	2,080,848	2,149,750	2,232,433	2,315,116	
Total Billings		\$ 1,649,757	\$ 1,780,771	\$ 1,848,358	\$ 1,984,535	\$ 2,128,612	\$ 2,294,518	\$ 2,469,959	\$ 14,156,509
Revenue Difference from Baseline		\$ 69,599	\$ (194,426)	\$ (126,838)	\$ (58,305)	\$ 18,127	\$ 102,861	\$ 197,129	\$ 8,147
Revenue per Total Ride - ALL RIDES	\$ 0.786	\$ 0.853	\$ 0.885	\$ 0.919	\$ 0.954	\$ 0.990	\$ 1.028	\$ 1.067	
% Increase in Revenue/Ride Over 02-03		8.49%	12.61%	16.88%	21.34%	25.98%	30.76%	35.74%	
Annual % Increase in Per Ride Revenue			3.80%	3.80%	3.81%	3.82%	3.80%	3.80%	

COMPARISON OF UCSC AND CABRILLO CONTRACTS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cabrillo Contract ¹	.85	.85 ³	.85 ³	-	-	-	-
UCSC Contract ²	.853	.885 ³	.919 ³	.954 ³	.990 ³	1.028 ³	1.067 ³

Notes

1. Cabrillo Contract only covers Monday through Saturday and only when school is in session.
2. UCSC Contract applies 7 days a week and 12 months of the year.
3. CPI increases apply in the out years of the contracts.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2003

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE USE OF FOUR METRO BUS STOPS BY THE UCSC ON-CAMPUS SHUTTLE BUSES.

I. RECOMMENDED ACTION

That the Board of Directors authorize the UCSC operated campus shuttle buses to use four METRO Bus Stops on Empire Grade Road.

II. SUMMARY OF ISSUES

- The on campus shuttle system is operated by the University of California, Santa Cruz through its Transportation and Parking Service (TAPS).
- The TAPS staff has requested the use of four METRO bus stops located on Empire Grade Road as a part of implementing a new “Campus Loop” service.
- UTU Local 23 has expressed concerns regarding the joint use of the bus stops and has indicated that they would prefer that the TAPS Shuttle vehicles not use them.
- METRO Operations staff has not indicated an objection to the joint use of the bus stops.

III. DISCUSSION

Currently, bus service at the University of California, Santa Cruz is provided by both METRO buses and shuttles operated by the Transportation and Parking Service (TAPS). In order to improve “on-campus” mobility, TAPS is implementing a new “loop” route. Part of the new loop route will encompass Empire Grade Road. There are four METRO bus stops on Empire Grade Road that are within the area that will be traveled by the UCSC route. The TAPS staff has requested the use of the four METRO bus stops on Empire Grade Road for access to the loop route.

UTU Local 23 has indicated that they prefer that the campus shuttle buses not use the METRO bus stops.

METRO Operations Department staff has not raised any objections to allowing the campus shuttle vehicles to use the METRO stops.

Staff recommends that the Board of Directors authorize the use of the four Empire Grade Road bus stops by the UCSC TAPS shuttle buses.

IV. FINANCIAL CONSIDERATIONS

The use of the Empire Grade Road bus stops by the TAPS shuttle buses is not anticipated to have a financial impact on the METRO Operating Budget.

V. ATTACHMENTS

None