

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
NOVEMBER 18, 2005 (Third Friday of This Month)
WATSONVILLE CITY COUNCIL CHAMBERS
250 MAIN STREET
WATSONVILLE, CALIFORNIA
9:00 a.m. – 12:00 noon

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL

2. ORAL AND WRITTEN COMMUNICATION

- | | | | |
|----|---------------------------|-----|----------------------|
| a. | Lindsay Knisely | Re: | Strike Communication |
| b. | Michelle L. | Re: | Strike Communication |
| c. | Anonymous | Re: | Strike Communication |
| d. | Anonymous | Re: | Strike Communication |
| e. | Oakes! | Re: | Strike Communication |
| f. | Anonymous | Re: | Strike Communication |
| g. | Anonymous | Re: | Strike Communication |
| h. | Wendy Mathias | Re: | Strike Communication |
| i. | Connie Sutherland | Re: | Strike Communication |
| j. | Charles & Carol Marchbank | Re: | Strike Communication |
| k. | Barbara Poirier | Re: | Strike Communication |
| l. | Tracy Tompkins | Re: | Strike Communication |
| m. | Cheryl Ban | Re: | Strike Communication |
| n. | Yesenia Cardona | Re: | Strike Communication |
| o. | Sirleen & Norm Ghileri | Re: | Strike Communication |
| p. | Kim Flock | Re: | Strike Communication |

3. LABOR ORGANIZATION COMMUNICATIONS

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE SPECIAL BOARD MEETING MINUTES OF SEPTEMBER 30, 2005
Minutes: Attached

- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF OCTOBER 2005
Report: Attached
- 5-3. ACCEPT AND FILE SEPTEMBER 2005 RIDERSHIP REPORT
Report: **PAGE 1 WILL BE DISTRIBUTED AT THE NOVEMBER 18, 2005 BOARD MEETING**
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF TANYA POSEY-KINGSLAND, CLAIM #05-0023
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR NOVEMBER 16, 2005 AND DRAFT MINUTES OF SEPTEMBER 21, 2005
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE THE METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) AGENDA FOR NOVEMBER 17, 2005
Agenda: Attached
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY AND JUNE 2005
Staff Report: Attached
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF AUGUST 2005
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF AUGUST 2005
Staff Report: Attached
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2005 MEETINGS
Staff Report: Attached
- 5-12. CONSIDERATION OF RENEWING CONTRACT WITH CLAREMONT BEHAVIORAL SERVICES FOR AN EMPLOYEE ASSISTANCE PROGRAM
Staff Report: Attached
- 5-13. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JULY, AUGUST AND SEPTEMBER 2005
Staff Report: Attached

- 5-14. CONSIDERATION OF A NEW FIVE-YEAR LEASE FOR WATSONVILLE TRANSIT CENTER KIOSK #9 FOR JUAN AND MARIA VALDIVIA DBA TAQUERIA EL TORITO

Staff Report: Attached

- 5-15. CONSIDERATION OF **RESOLUTIONS** OF APPRECIATION FOR ASSEMBLYMEMBER JOHN LAIRD, SCCRTC ACTING EXECUTIVE DIRECTOR PAT DELLIN, SCCRTC SENIOR TRANSPORTATION PLANNER RACHEL MORICONI, SCMTD BOARD CHAIR MICHAEL W. KEOGH, CONGRESSMAN SAM FARR, AND CONGRESSWOMAN ANNA ESHOO FOR THEIR ASSISTANCE IN OBTAINING METROBASE FUNDING FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolutions: Attached

REGULAR AGENDA

6. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR EMPLOYEE DENTAL INSURANCE

Presented By: Tom Stickel, Maintenance Manager

Staff Report: Attached

7. CONSIDERATION OF **RESOLUTION** OF POSTHUMOUS HONOR TO ROSA L. PARKS FOR HER ACTIONS, LEADERSHIP, AND INSPIRATION IN STRIVING TO OBTAIN DIGNITY AND EQUALITY FOR ALL PEOPLES, AND DECLARING DECEMBER 1, 2005 "ROSA PARKS DAY"

Presented By: Les White, General Manager

Resolution: Attached – Oral Presentation

8. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
9. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)

a. Name of Case: April Short v. Santa Cruz Metropolitan Transit District

SECTION III: RECONVENE TO OPEN SESSION

10. REPORT OF CLOSED SESSION

11. CONSIDERATION OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S
RESPONSE TO FTA DETERMINATION THAT RIDING SIDE-FACING IN A METRO
PARACRUZ VEHICLE IS REQUIRED IF REQUESTED

Presented By: Les White, General Manager
Margaret Gallagher, District Counsel

Staff Report: **Attachment "A" is attached; Staff Report will be distributed
at the November 18, 2005 Board Meeting**

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.

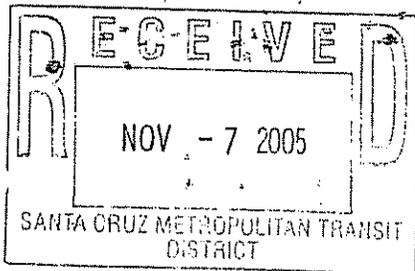
The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Watsonville City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live in Watsonville on Charter Channel 70. Community Television will rebroadcast it at 7:00 p.m. on Friday, November 25, 2005 on Comcast Channel 26 and also on Charter Channel 72.

FROM: LINDSAY KNISELY
OAKES COLLEGE
UCSC

TO: ADMINISTRATIVE SERVICES
COORDINATOR

SANTA CRUZ METRO
TRANSIT DISTRICT

370 ENCINAL SUITE 100
SANTA CRUZ, CA
95060



TO: SC METRO TRANSIT DISTRICT:
GRANT OUR BUS DRIVERS
THEIR FAIR CONTRACTS!

my students can't get to school
if they can't take the bus.

PLEASE END THIS STRIKE!!

Z-a-1

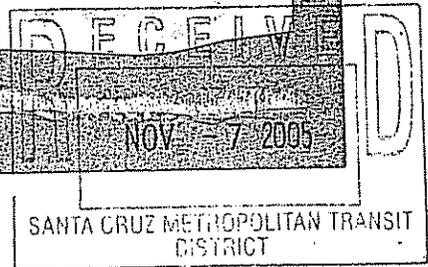
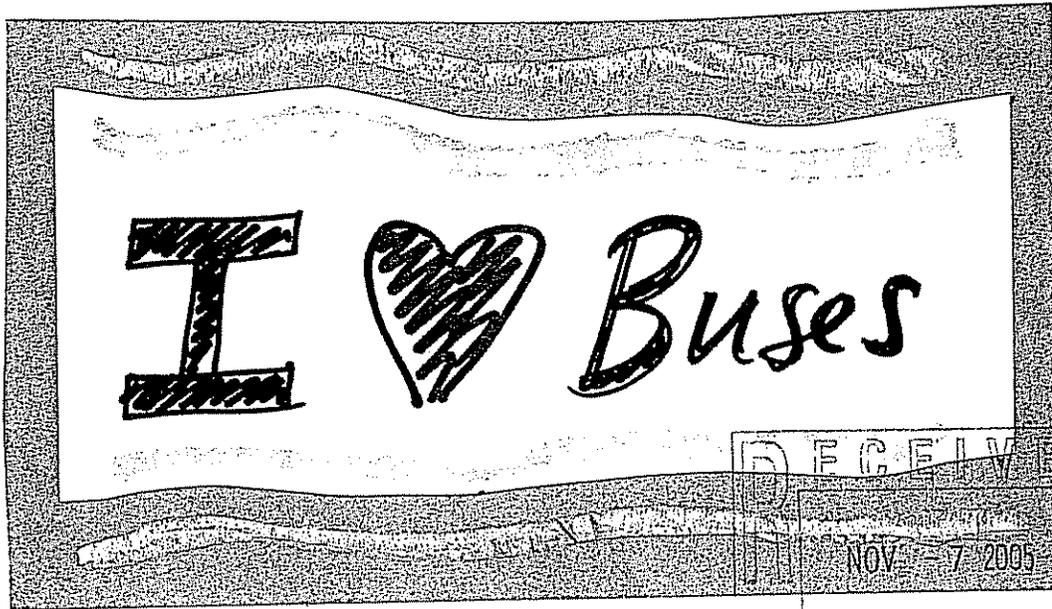
Mikelle L
College Ave #325
509 McLaughlin Dr
Santa Cruz, CA 95062

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

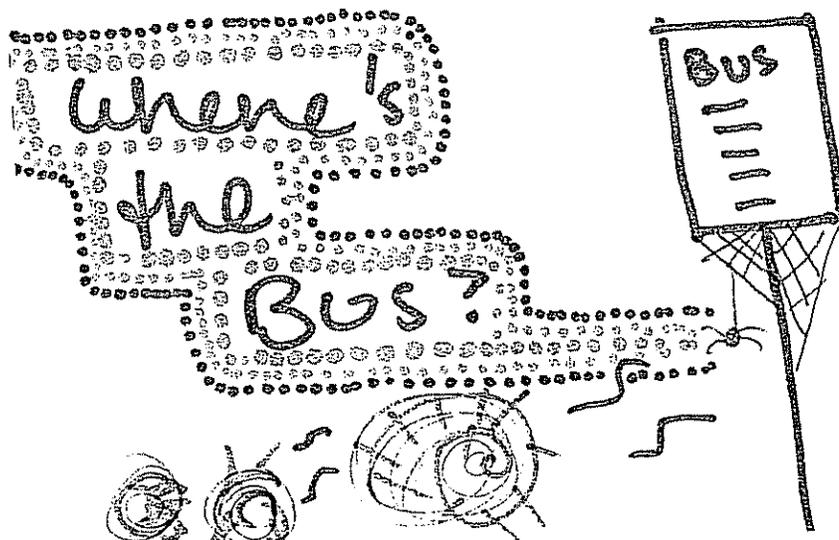


RECEIVED
NOV - 7 2005
SANTA CRUZ METROPOLITAN TRANSIT
DISTRICT

Z-b.1



I NEED THE
BUSES TO
GET TO SCHOOL
WE NEED
TRANSPORTATION NOW
!!!



2-C.1



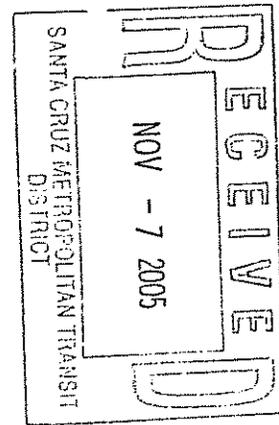
Administrative Services
 Coordinator
 Santa Cruz Metropolitan Transit District
 370 Encinal Suite 100
 Santa Cruz, CA 95040

95040+2173 

We miss 

our 
BUSES!

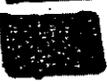
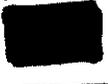
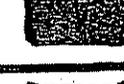
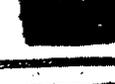
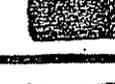
Please bring them back!



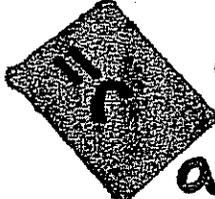
2-d.1

Oakes!

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

End	the	State	Now!
			
			
			
			
			
			

← East Remote Parking
← The cars in East Remote

 and I have a permit!

RECEIVED
NOV - 7 2005
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

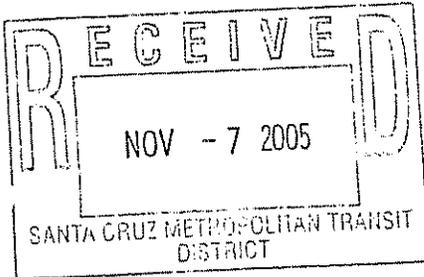
Z-e.1

Please bring
them back.

Stamp

!

Dene Bustehi
Administrative Services
Coordinator for
Santa Cruz Metro Transit
370 Encinal District
Santa Cruz, CA 95060



I



Buses

and now i miss

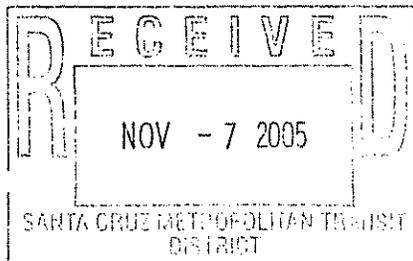
them ... "

2-F.1

Place
stamp
here

Mike Keogh
Administrative Services
Santa Cruz Metro
370 Encinal Site 100
Santa Cruz, CA 95060

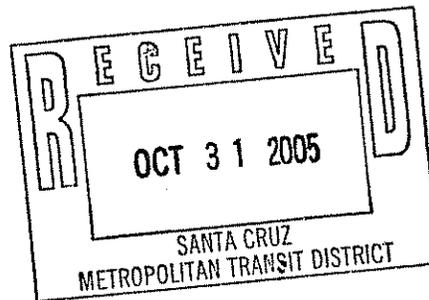
I'm tired of
hitchhiking !!!
Get the buses
RUNNING.



2-g.1

From: "Wendy Mathias" <elmo1945@sbcglobal.net>
To: <cthomas@scmtd.com>
Subject: the strike...hold fast, SCMTD!
Date: Fri, 28 Oct 2005 17:52:08 -0700
X-Mailer: Microsoft Outlook Express 6.00.2900.2180
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mix=0 adultscore=1 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102803

I support the Metro board 100% in your efforts to be fiscally responsible. I believe that the bus drivers are absurdly OVER paid, and if the drivers do not agree to return to work immediately, they should be FIRED. The line of job applicants for their empty positions will be long, and the new employees will be very happy that they have ANY benefits not to mention a good salary for such a simple job.
Wendy Mathias, Aptos



2-h.1

User-Agent: Microsoft-Entourage/10.0.0.1309
Date: Sat, 29 Oct 2005 13:20:17 -0700
Subject: strike
From: Connie Sutherland <connies419@comcast.net>
To: <cthomas@scmttd.com>
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mix=0 adultscore=0 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102901

I do appreciate the new fiscal responsibility.

I am always a labor/union supporter, and I am 100% in favor of fighting the exploitation of labor.

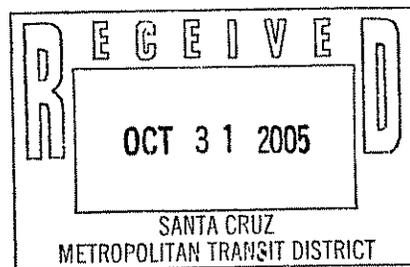
But there is no exploitation here that I can see.

These are tough times -- for all of us. That includes bus drivers.

I am a little ashamed of this union.

Even though I am severely affected by this strike, I commend the refusal to cave in.

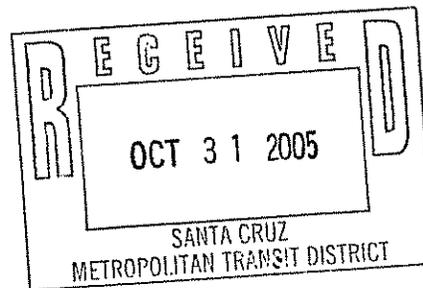
If there is a carry-forward of funds from last year, that is nothing on which to base a long-term contract.



2-i.1

From: CMarch4515@aol.com
Date: Sat, 29 Oct 2005 18:45:09 EDT
Subject: Strike !
To: cthomas@scmttd.com
X-Mailer: 9.0 SE for Windows sub 5016
X-Spam-Flag: NO
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=0 adjust=0 reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102901

**☹ Don't let the union bully us-Stand up for the taxpayer & bus rider-Keep up the good work & hold the line -----
Charles & Carol Marchbank
Santa Cruz, CA.**



2-j.1

From: "Barbara Poirier" <barbarapoirier@sbcglobal.net>

To: <cthomas@scmtd.com>

Subject:

Date: Fri, 28 Oct 2005 15:41:43 -0700

X-Mailer: Microsoft Outlook Express 6.00.2800.1106

X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=0 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102803

Thank you for not committing to spend money that is not available. I have been a nurse for almost 30 years. How nice it would be to have a month off every year with full benefits. Unfortunately it just doesn't make sense and clearly we can't afford it. I am horrified at the burden of debt we are leaving our children and grandchildren. Please stand firm on not spending money we don't have.

Barbara Poirier



Z-K.1

From: traci@baymoon.com
To: cthomas@scmtd.com
Subject: Stick to you Guns
Date: Fri, 28 Oct 2005 14:31:23 -0700
X-Mailer: Open WebMail 2.51 20050317
X-OriginatingIP: 63.249.105.64 (traci)
X-Virus-Scanned: amavisd-new at cruzio.com
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=3 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102802

To the Metro Board;

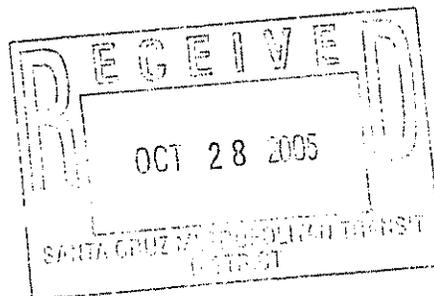
I very much respect and support your position in this strike. And I agree with Libby Huyck's letter to the editor when she states that your attitude is refreshing with regards to curbing runaway spending which seems so popular in many offices.

I suppose there's an obvious answer to the obvious question: why not hire new drivers who would be so grateful to drive for the current pay and benefits? That would end the strike and we could all move on, because frankly, the current bus drivers, especially if they get what they want, are going to be resented by a majority of the population. I'm sure you've thought of all this and I would love to hear the answer if you have the time.

Regards,

Traci Tompkins
Soquel

--



2-4.1

I would like to thank in advance Pat Spence and Jan for your replies.

In response to your points on the bus strike I have addressed your comments and added my thoughts.

You might consider the following:

(Jan) 1. The bus drivers in Santa Cruz are the third highest paid in the entire country. Only New York, San Francisco and Santa Clara pay more. Top pay is \$51,000 a year and with voluntary overtime many make \$75,000.

1.) Not a single driver made over fifty thousand without working overtime last year, nor will they in 2005.

The Drivers are caring, intelligent, dedicated. The Drivers as a group are one of the finest our community may employ.

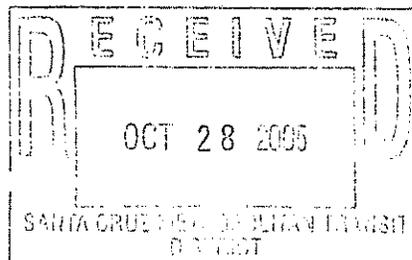
(Jan) 2. Under the currently imposed offer, the bus drivers have excellent health care benefits, with the District paying 95% of the health care premiums and subsidized health care for life after retirement. Drivers also get a month of paid vacation.

2.) All other Metro employees have less expensive health care benefits.

(Jan) 3. The substance of the strike is antiquated work rules that are in the contract which cost the system significant money. For example, these work rules allow drivers to take off additional months at a time with full paid benefits. The District is then forced to hire additional full time drivers and pay overtime to cover those routes.

3.) The Drivers have relinquished all "antiquated work rules" including the month off without pay.

(Jan) 4. The Transit District is in financial trouble. The great majority of its money comes from sales tax and sales tax continues to be down. Fares only pay 18% of the cost of the system. Fuel is one of our biggest costs and it, of course, is way up. The financial situation is not getting better.



Z-m.1

4.) The financially troubled district just gave all it's other employees a pay raise, a bonus, and the General Manager a million dollar package. Are you asking the drivers to pay for these financial decisions?

(Jan) 5. Because of financial problems, the District has in the last few years both cut back in service by 30% and also raised fares. This was necessary to balance our budget. Entering into Union contracts that we just cannot afford will be self defeating. It will lead to more routes being cut and a smaller Transit service that will be less effective for everyone.

5.) Again, why were union contracts ratified with the other employees of Metro, which included raises, bonus, and the General Manger awarded a million dollar package. Why are the drivers being singled out to balance the budget?

(Jan) Entering into Union contracts that we just cannot afford will be self defeating.

Imposing your will after the diligent negotiating of the teams and the state mediator appears to be premeditated. Will any contract negotiated ever be ratified by the Board?

I am also wondering about the impact of Metro base at this time upon the budget. Having lost the revenues ear marked for metro base where is the money coming from currently? Why has the work stopped and equipment sitting unused and rusting? Who is responsible for Metro base project and whom do they answer to.

Many in the community are aware that last year there was a 1.3 million dollar surplus. The 1.4 million deficit that is continually referred to needs clarification. It does appear that this has become a shell game of numbers. Can you explain the details of the deficit? Is the 1.4 million deficit a projected figure?

2-m.2

What happens now after so many failed attempts of the negotiating teams working with the Board? I have lost faith in the Board and it's ability to work with the district, the union and the state appointed mediator in coming to quick agreement in a deplorable and unnecessary strike. This process is not working! The community is suffering as it waits and waits for the Board to take right action.

It was disturbing that one of your board members had protesters come to his home. I read his response to this situation and found it to be unclear. The drivers had nothing to do with this protest by the students and yet there is an explicit attack on the drivers. My concern is that it may be impossible for this board member to maintain the objectivity required in his position of making critical decisions during this unrelenting strike.

This strike is a no win situation for all involved. This Board is the only body that can find a resolution.

Thank-you,

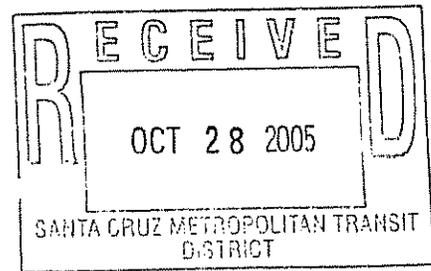
Cheryl Ban

2 - m. 3

DomainKey-Signature: a=rsa-sha1; q=dns; c=noaws;
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h=Message-ID:Received:Date:From:Subject:To:MIME-Version:Content-Type:Content-
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Date: Fri, 28 Oct 2005 09:06:41 -0700 (PDT)
From: Yesenia Cardona-Muller <jessiecardona@sbcglobal.net>
Subject: Thank you
To: cthomas@scmttd.com
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=1 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102800

To whom it may concern:
I want to thank all the members of the SCMTD Board for standing tall against the outrageous demands of the bus drivers. I think that they are well compensated for their work and that the strike has been an unfair burden to citizens which rely on their services. As a taxpayer I also thank you for not allowing more financial distress on our backs and that of the SCMTD. I wish they could all be replaced.
Thank you for your hard-work and commitment to the posts which you hold.
Yesenia Cardona



2-n.1

DomainKey-Signature: a=rsa-sha1; q=dns; c=noaws;
s=s1024; d=yahoo.com;
h=Message-ID:Received:Date:From:Subject:To:MIME-Version:Content-Type:Content-
Transfer-Encoding;

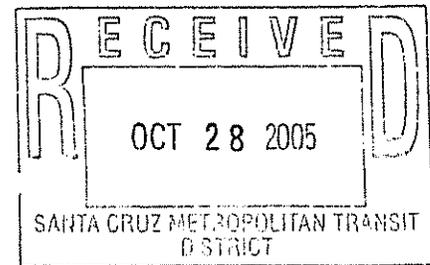
b=awNM1wUUJxxQVIf79NxVIdLGK2hdalpLHIHXTtGHiKfKpCaRBBFZflkmlMkkruIjUKH2vRtG4
Date: Fri, 28 Oct 2005 07:04:06 -0700 (PDT)
From: Sirleen <sirleen@yahoo.com>
Subject: I support the Metro Board in the strike
To: cthomas@scmttd.com
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=1 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102800

Just a note to give you our support in your negotiations
with the bus drivers.

It's ridiculous for employees in a organization that's
raising rates, cutting routes and losing money every day to
be striking for more money and/or benefits.

If they were in the private sector they'd be having their
salaries and benefits cut to save the company from
bankruptcy.

Hang in there!!
Sirleen and Norm Ghigleri
Aptos

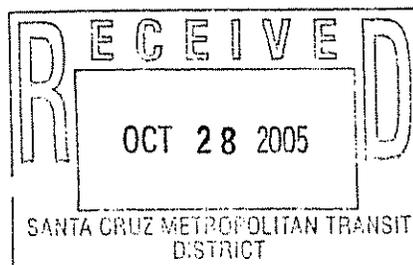


Yahoo! FareChase: Search multiple travel sites in one click.
<http://farechase.yahoo.com>

2-0.1

Date: Fri, 28 Oct 2005 08:55:00 -0700
From: Kim Flock <kiflock@cabrillo.edu>
User-Agent: Mozilla/5.0 (Windows; U; Windows NT 5.1; en-US; rv:1.7.3) Gecko/20040910
X-Accept-Language: en-us, en
To: undisclosed-recipients;
Subject: Re: Bus Strike
X-Proofpoint-Spam-Details: rule=notspam policy=default score=5 mlx=5 adultscore=0 adjust=0
reason=mlx engine=3.1.0-05091301 definitions=3.0.0-05102800

It must be really wonderful to have the full support of the Sentinel behind you so that you can negotiate in BAD faith. I don't think you give one hoot about anyone but the Metro. This is a small town and given that the Sentinel felt that Bustitch (sp) and his family shouldn't be disturbed at his home it seems perfectly ok to let the 5 to 12 yr olds stand out in the rain, to not get to their schools, doctors, dentists, etc because of this strike! I guess the burden lies with those least able to afford it! Shame on you!



Z-P.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

September 30, 2005

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, September 30, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Keogh called the meeting to order at 3:00 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Michelle Hinkle
Mike Keogh
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Stephanie Harlan
Dale Skillicorn
Ex Officio Wes Scott

STAFF PRESENT

Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager

Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

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

Ellen Aldridge, Avery & Associates
Kate Flanigan, UCSC Student
George Felder, UTU
Tony Herrera, UTU
Paul Johnston, MBCLC

David Lucier, UTU Retiree
Bonnie Morr, UTU
Robert Norse, SCFR Broadcaster
Lisa Saunders, wife of METRO bus driver

5-1.1

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

Margaret Gallagher reported that there would be a discussion with METRO's Labor Negotiator regarding labor negotiations with UTU.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, said that UTU has submitted a 3-year proposal along with a summary of General Leave. Ms. Morr said UTU is taking this very seriously and would rather be working, but has very little faith at this point, and wants a 3-year contract.

Robert Norse, Santa Cruz Free Radio Broadcaster, said there will be a call-in radio show on the strike controversy at 11:00 on Sunday on 101.1 FM and invited the Board, union members and the public to call 427-FRSC (3772) to participate.

Bonnie Morr added that during the first year of the contract proposed by UTU, there is basically no change from what the District has offered, except for the PERS. UTU is looking for parity with the rest of METRO in the 2nd and 3rd years. Ms. Morr said UTU would not be staying for Closed Session today and requested a phone call as soon as possible at 588-1857 on her cell phone or at 429-6707.

David Lucier, UTU Retiree, spoke about the transaction tax passed in 1978 that has been serving the District ever since. Mr. Lucier said that because of the weakness of the drivers, they decided to join the union, which helped the drivers, and management and created continuity. He urged the Board to think of the contract as a vehicle that has evolved over thirty years before they change it and degrade the working conditions of the drivers.

Kate Flanigan, UCSC student, said she holds the City Council responsible for the strike and hopes they end the strike as soon as possible and treat working people with respect.

Paul Johnston, MBCLC, said he expressed his concern about a month ago that METRO thinks it would be a good idea to have a strike to save money. Mr. Johnston said he believes the strike was deliberately provoked and urged the Board and Management to change course, treat the drivers with respect and end the strike.

Lisa Saunders, wife of a METRO driver and daughter of a retiree, said the overwhelming love and support of the community she witnessed while driving from picket line to picket line is what is keeping the drivers going.

Tony Herrera, UTU, commented entirely in Spanish, then said in English, "This strike was provoked and it is an unfair labor strike. Thank you."

George Felder, UTU, said a person came up to a picket line recently and gave them a \$100 bill, showing community support.

5-1.2

SECTION II: CLOSED SESSION

Chair Keogh adjourned to SPECIAL Closed Session and reconvened to SPECIAL Open Session afterwards.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

Margaret Gallagher had nothing to report at this time.

There being no further business, Chair Keogh adjourned the SPECIAL meeting.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

DATE 11/09/05 15:33

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

DATE: 10/01/05 THRU 10/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
16156	10/14/05	226.81	001044	PACKET FUSION, INC.		6177	REPAIRS/PT	226.81	
16157	10/14/05	86.00	001047	BOBBY'S PIT STOP		6201	SMOG INSPEC/NON-REV	86.00	
16158	10/14/05	2,828.96	001052	MID VALLEY SUPPLY		6216	SUPPLY	308.25	
						6217	SUPPLIES	2,137.50	
						6218	SUPPLIES	383.21	
16159	10/14/05	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		6199	AUG INSPECT/GOLF CLB	125.00	
16160	10/14/05	377.00	001071	QQUEST SOFTWARE SYSTEMS, INC.		6178	T/CLCK MNT 10/1-9/30	377.00	
16161	10/14/05	1,018.17	001263	ABBOTT STREET RADIATOR, INC.		6198	OUT REPAIR/FLT	1,018.17	
16162	10/14/05	345.44	001315	WASTE MANAGEMENT		6189	SEPT MT HERMON/KVLG	44.10	
						6190	SEPT RESEARCH PK/PT	142.37	
						6191	SEPT KINGS VLG	158.97	
16163	10/14/05	59,125.03	001316	DEVCO OIL		6205	9/15-9/30 FUEL/FLT	59,125.03	
16164	10/14/05	80.00	001492	EVERGREEN OIL INC.		6173	OIL/FAC	80.00	
16165	10/14/05	66.00	001523	SANTA CRUZ MEDICAL CLINIC	7	6185	MEDICAL EXAMS/FLT	66.00	
16166	10/14/05	11,978.35	001648	STEVE'S UNION SERVICE		6187	9/1-9/30 FUEL/PT	11,978.35	
16167	10/14/05	1,022.97	001800	THERMO KING OF SALINAS, INC		6233	REV VEH PARTS/FLT	1,022.97	
16168	10/14/05	215.65	001856	BAY COMMUNICATIONS	7	6171	REPAIRS	150.74	
						6172	REPAIRS	64.91	
16169	10/14/05	1,143.17	002106	AMERICAN SUPPLY COMPANY		6200	SUPPLIES	1,143.17	
16170	10/14/05	12,100.00	002123	GIRO, INC.		6142	HASTUS CHANGES	12,100.00	
16171	10/14/05	2,000.00	002267	SHAW & YODER, INC.		6156	AUG LEGISLATIVE	2,000.00	
16172	10/14/05	3,750.00	002346	CHANEY, CAROLYN & ASSOC., INC.		6135	OCT LEGISLATIVE SVC	3,750.00	
16173	10/14/05	235.00	002448	CLEAR VIEW, LLC	0	6204	WINDOW CLEAN/WTC	235.00	
16174	10/14/05	12,446.98	002512	SANTA CRUZ TRANSPORTATION, INC		6186	SEPT RIDES/PT	12,446.98	
16174P	10/14/05	-12,446.98	002512	SANTA CRUZ TRANSPORTATION, INC		6297	VOID CHECK	-12,446.98	PRE-PAID
							VOID CHECK		
16175	10/14/05	64,074.94	002569	COMERICA BANK		6145	SEPT REPLENISHMENT	64,074.94	
16176	10/14/05	4,785.47	002805	TELEPATH CORPORATION		6234	SEPT MAINT/REPAIRS	4,785.47	
16177	10/14/05	137.91	007	UNITED PARCEL SERVICE		6235	SHIP/FLT	137.91	
16178	10/14/05	8,963.08	009	PACIFIC GAS & ELECTRIC		6146	8/25-9/26 SAKATA	11.71	
						6147	8/25-9/26 SAKATA	8.93	
						6148	8/30-9/29 GOLF CLUB	301.72	
						6149	8/30-9/29 RIVER	2,006.31	
						6150	8/30-9/28 RODRIGUEZ	28.93	
						6151	8/30-9/29 GOLF CLUB	1,883.63	
						6152	8/30-9/29 RIVER	220.65	
						6153	8/30-9/28 RODRIGUEZ	1,123.13	
						6179	8/31-9/30 VERNON	2,690.55	
						6180	8/31-9/30 ENCINAL	137.84	
						6181	8/31-9/30 DUBOIS	549.68	
16179	10/14/05	409.21	020	ADT SECURITY SERVICES INC.		6163	OCT ALARMS	114.42	
						6164	OCT ALARMS	71.34	
						6165	OCT ALARMS	36.37	
						6166	OCT ALARMS	52.71	
						6167	OCT ALARMS	39.74	
						6168	OCT ALARMS	39.74	
						6169	OCT ALARMS	54.89	
16180	10/14/05	51.70	042	ORCHARD SUPPLY HARDWARE		6220	SUPPLIES/MAINT	30.82	
						6221	SUPPLIES	24.88	
						6222	DISCOUNT	-4.00	

1-2-5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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16181	10/14/05	613.50	043	PALACE ART & OFFICE SUPPLY	6225	SUPPLIES/PC	474.21	
					6226	SUPPLIES/HRD	139.29	
16182	10/14/05	84.40	061A	REGISTER PAJARONIAN	6155	AD/FLT	84.40	
16183	10/14/05	433.45	067	ROTO-ROOTER	6182	REPAIRS	433.45	
16184	10/14/05	4,457.09	079	SANTA CRUZ MUNICIPAL UTILITIES	6158	8/26-9/23 ENCINAL	872.90	
					6159	8/26-9/23 GOLF CLUB	844.74	
					6160	8/26-9/23 RIVER	1,971.17	
					6161	8/26-9/23 DUBOIS	690.30	
					6162	8/26-9/23 ENCINAL	77.98	
16185	10/14/05	1,551.00	080	STATE BOARD OF EQUALIZATION	6128	JULY-SEPT USE TAX	1,551.00	
16186	10/14/05	1,625.46	080A	STATE BOARD OF EQUALIZATION	6184	JULY-SEPT FUEL TAX	1,625.46	
16187	10/14/05	210.69	085	DIXON & SON TIRE, INC.	6138	OUT RPR TIRES/PC	15.00	
					6139	OUT RPR TIRE/PC	36.00	
					6140	OUT RPR TIRE/PC	159.69	
16188	10/14/05	52.19	115	SNAP-ON INDUSTRIAL	6227	TOOLS/FLT	52.19	
16189	10/14/05	346.40	117	GILLIG CORPORATION	6207	REV VEH PARTS/FLT	346.40	
16190	10/14/05	92.31	123	BAY PHOTO LAB	6124	PHOTO SUP/PC	17.53	
					6125	PHOTO SUP/PC	20.10	
					6126	PHOTO SUP/PC	19.43	
					6127	PHOTO SUP/PC	35.25	
16191	10/14/05	1,942.66	130	CITY OF WATSONVILLE UTILITIES	6129	7/1-9/6 RODRIGUES	521.39	
					6130	7/1-9/6 RODRIGUES	61.58	
					6131	7/1-9/6 RODRIGUEZ	43.57	
					6132	CONTAINER RODRIGUEZ	1,316.12	
16192	10/14/05	1,159.27	135	SANTA CRUZ AUTO PARTS, INC.	6157	REV VEH PARTS/PC	1,159.27	
16193	10/14/05	192.12	147	ZEE MEDICAL SERVICE CO.	6238	SUPPLIES/ENC	123.22	
					6239	SUPPLIES/MAINT	45.36	
					6240	SUPPLIES/DUBOIS	23.54	
16194	10/14/05	221.70	161	OCEAN CHEVROLET	6219	REV VEH PARTS/FLT	221.70	
16195	10/14/05	165.42	166	HOSE SHOP, THE	6232	SUPPLIES/FLT	165.42	
16196	10/14/05	27.24	172	CENTRAL WELDER'S SUPPLY, INC.	6203	SUPPLIES	27.24	
16197	10/14/05	779.40	215A	IKON FINANCIAL SERVICES	6210	10/26-1/25/06	779.40	
16198	10/14/05	319.91	276	SCOTTS VALLEY SPRINKLER	6228	SUPPLIES/MAINT	89.81	
					6229	SUPPLIES	185.01	
					6230	SUPPLIES	45.09	
16199	10/14/05	387.00	291	STANLEY ACCESS TECHNOLOGIES	6231	DOOR SVC	387.00	
16200	10/14/05	217.24	294	ANDY'S AUTO SUPPLY	6192	REV VEH PARTS/SUPPLY	15.70	
					6193	REV VEH PARTS	88.27	
					6194	REV VEH PARTS	14.61	
					6195	REV VEH SUPPLY	19.96	
					6196	REV VEH SUPPLY	47.20	
					6197	REV VEH SUPPLY	31.50	
16201	10/14/05	184.00	367	COMMUNITY TELEVISION OF	6136	9/23/05 MTG COVERAGE	184.00	
16202	10/14/05	324.75	405	JOHN'S ELECTRIC MOTOR SVC	6209	OUT RPR/BUS WASHER	324.75	
16203	10/14/05	129.85	426	AMERICAN VACUUM COMPANY	6170	CUSTODIAL SUPPLY	129.85	
16204	10/14/05	930.00	432	EXPRESS PERSONNEL SERVICES	6141	9/12-9/16 FIN	930.00	
16205	10/14/05	161.14	434	VERIZON WIRELESS-PAGERS	6237	OCT SVC	161.14	
16206	10/14/05	53.61	434B	VERIZON CALIFORNIA	6236	MT BIEWLASKI	53.61	
16207	10/14/05	150.00	478	BEE CLENE	6202	CARPET/MC	150.00	
16208	10/14/05	2,410.40	480	DIESEL MARINE ELECTRIC, INC.	6206	REV VEH PARTS/FLT	2,410.40	

5-2.2

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16209	10/14/05	321.00	481	PIED PIPER EXTERMINATORS, INC.		6174	SPRAY FAC	180.00	
						6224	METRO CTR/TENANTS	141.00	
16210	10/14/05	74.39	667	CITY OF SCOTTS VALLEY		6137	7/15-9/15 KINGS VLG	74.39	
16211	10/14/05	70.00	682	WEISS, AMY L.	7	6188	SEPT INTERPRETER	70.00	
16212	10/14/05	787.38	739	CENTURY CHEVROLET		6133	REV VEH RPR/PC	759.19	
						6134	REV VEH RPR/PC	28.19	
16213	10/14/05	1,576.96	851	I.M.P.A.C. GOVERNMENT SERVICES		6211	CALCARD/LW	431.60	
						6212	CALCARD/MD	225.43	
						6213	CALCARD/LL	238.32	
						6214	CALCARD/EA	559.07	
						6215	CALCARD/TG	122.54	
16214	10/14/05	40.00	873	HARO, KASUNICH & ASSOC., INC.		6208	ADA BUS STOPS/WTC	40.00	
16215	10/14/05	50.77	876	ATCHISON, BARISONE, CONDOTTI & KELLY SERVICES, INC.		6123	AUGUST MB SVCS	50.77	
16216	10/14/05	1,920.00	878			6143	9/12-9/18 ADMIN	960.00	
						6144	9/19-9/23 ADMIN	960.00	
16217	10/14/05	2,008.56	904	RNL DESIGN		6154	THRU 8/31 EXPENSES	2,008.56	
16218	10/14/05	1,319.00	950	PARADISE LANDSCAPE	7	6175	SEPT MAINT	627.00	
						6176	KINGS VILLAGE SPRAY	65.00	
						6223	OCT MAINT	627.00	
16219	10/14/05	35.35	E239	SLATER, ROBYN		6183	CLAIMS REVIEW/HRD	35.35	
16220	10/21/05	397.85	001	SBC		6291	OCT REPEATERS/OPS	397.85	
16221	10/21/05	4.00	001025	COUNTY OF SANTA CRUZ		6241	LANDFILL	4.00	
16222	10/21/05	1,013.88	001031	AMSAN WEST		6295	CLEANING SUPPLIES	1,013.88	
16223	10/21/05	829.42	001048	CRUZ CAR WASH		6242	VEH WASH SVCS/PT	829.42	
16224	10/21/05	850.00	001346	CITY OF SANTA CRUZ		6290	PARKING DEF FEES	850.00	
16225	10/21/05	1,440.00	001492	EVERGREEN OIL INC.		6243	HAZ WASTE DISPOSAL	1,440.00	
16226	10/21/05	1,936.45	001506	WESTERN STATES OIL CO., INC.		6244	SEPT OIL/FLEET	1,936.45	
16227	10/21/05	3,895.06	001A	SBC/MCI		6248	SEPT PHONES/IT	178.00	
						6249	SEPT PHONES/IT	178.00	
						6250	SEPT PHONES/IT	92.66	
						6251	SEPT PHONES/IT	611.41	
						6252	SEPT PHONES/PT	256.52	
						6253	SEPT PHONES/PT	506.03	
						6254	SEPT PHONES	2,072.44	
16228	10/21/05	32.34	002189	BUS & EQUIPMENT		6245	REV VEH PARTS 28	32.34	
16229	10/21/05	293.55	002821	LAW OFFICES OF CHAS E. LOGAN		6246	LEGAL SVCS	293.55	
16230	10/21/05	25.00	002825	MAGINNIS, PATRICE		6247	PARACRUZ HEARING	25.00	
16231	10/21/05	15,090.73	009	PACIFIC GAS & ELECTRIC		6255	9/10-10/10 KINGS VLG	12.13	
						6256	9/3-10/4 PACIFIC	671.45	
						6257	9/10-10/10 KINGS VLG	99.24	
						6258	9/3-10/5 PACIFIC	140.25	
						6259	8/31-9/29 111 DUB	822.92	
						6260	9/3-10/5 PACIFIC	1,028.58	
						6261	8/31-9/30 CNG/G RVR	10,190.06	
						6262	8/30-9/29 CNG/E RVR	2,126.10	
						6263	REV VEH PARTS	2,390.51	
16232	10/21/05	2,390.51	018	SALINAS VALLEY FORD SALES		6264	REPL HEAT DETECTORS	417.47	
16233	10/21/05	417.47	020	ADT SECURITY SERVICES INC.		6265	SEPT PRINTING/CS	103.92	
16234	10/21/05	103.92	039	KINKO'S INC.		6266	SEP UNIF/LAUN PT	137.30	
16235	10/21/05	137.30	041	MISSION UNIFORM		6267	8/6-10/6 RESEARCH	375.26	
16236	10/21/05	2,649.66	079	SANTA CRUZ MUNICIPAL UTILITIES					

5-2.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						6268	8/30-9/28 PACIFIC	2,175.23	
						6269	8/30-9/28 PACIFIC	99.17	
						6270	PARTS & SUPPLY FLT	56.07	
16237	10/21/05	56.07	104	STATE STEEL COMPANY		6293	SMALL TOOLS/SUPPLY	63.19	
16238	10/21/05	596.97	107	SAN LORENZO LUMBER		6294	REPAIRS/MAINTENANCE	533.78	
						6271	REV VEH PARTS/SUPPLY	1,319.91	
16239	10/21/05	1,319.91	135	SANTA CRUZ AUTO PARTS, INC.		6272	REV VEH PARTS/PT	1,347.05	
16240	10/21/05	1,347.05	161A	OCEAN CHEVROLET		6273	COPIER OVERAGE/PT	364.40	
16241	10/21/05	364.40	215	IKON OFFICE SOLUTIONS		6274	DOOR SVC	594.81	
16242	10/21/05	594.81	291	STANLEY ACCESS TECHNOLOGIES		6275	SMALL TOOLS/PT	32.70	
16243	10/21/05	32.70	294	ANDY'S AUTO SUPPLY		6276	TEMP/FIN W/E 9/25	930.00	
16244	10/21/05	930.00	432	EXPRESS PERSONNEL SERVICES		6296	CLEANING SUPPLIES	143.54	
16245	10/21/05	143.54	448	UNISOURCE		6277	AUDIT SERVICES	250.00	
16246	10/21/05	250.00	616	BROWN ARMSTRONG		6278	MEMBERSHIP RENEW/FIN	255.00	
16247	10/21/05	255.00	632	GOVERNMENT FINANCE OFFICERS		6279	SEPT JANITORIAL SVCS	897.00	
16248	10/21/05	897.00	943	CLEAN BUILDING MAINTENANCE		6298	SEPT 05 PT SVCS	12,446.98	
16249	10/21/05	12,446.98	977	SANTA CRUZ TRANSPORTATION, LLC		6280	SEPT BOARD MTG	100.00	
16250	10/21/05	100.00	B003	BEAUTZ, JAN	7	6282	SEPT BOARD MTG	50.00	
16251	10/21/05	50.00	B006	HINKLE, MICHELLE	7	6283	SEPT BOARD MTG	100.00	
16252	10/21/05	100.00	B007	KEOGH, MICHAEL	7	6285	SEPT BOARD MTG	100.00	
16253	10/21/05	100.00	B011	REILLY, EMILY	7	6287	SEPT BOARD MTG	100.00	
16254	10/21/05	100.00	B012	SPENCE, PAT	7	6289	SEPT BOARD MTG	100.00	
16255	10/21/05	100.00	B014	CITY OF WATSONVILLE	7	6286	SEPT BOARD MTG	100.00	
16256	10/21/05	100.00	B015	ROTKIN, MIKE	7	6288	SEPT BOARD MTG	100.00	
16257	10/21/05	100.00	B017	STONE, MARK	7	6281	SEPT BOARD MTG	100.00	
16258	10/21/05	100.00	B018	BUSTICHI, DENE	7	6284	SEPT BOARD MTG	50.00	
16259	10/21/05	50.00	B019	HARLAN, STEPHANIE	7	6292	SETTLEMENT CLAIM	651.08	
16260	10/21/05	651.08	R229	MURPHY, MELISSA		6299	OCT REPEATERS/OPS	86.93	
16261	10/28/05	86.93	001	SBC		6300	OCT VISION INS	11,014.92	
16262	10/28/05	11,014.92	001043	VISION SERVICE PLAN		6301	MAINT 11/05-10/06 PT	2,982.00	
16263	10/28/05	2,982.00	001044	PACKET FUSION, INC.		6302	PARTS & SUPPLIES	80.57	
16264	10/28/05	80.57	001050	LADD INDUSTRIES		9000428	RESEARCH PARK RENT	11,098.44	
16265	10/28/05	11,098.44	001075	SOQUEL III ASSOCIATES	7	9000429	110 VERNON ST RENT	7,590.00	
16266	10/28/05	7,590.00	001076	BROUGHTON LAND, LLC		6303	AUG DRUG TESTING	245.00	
16267	10/28/05	245.00	001093	KROLL LABORATORY SPECIALISTS		9000430	CAPITOLA MALL RENT	1,407.05	
16268	10/28/05	1,407.05	001119	MACERICH PARTNERSHIP LP	7	6304	OCT-DEC AIRPORT/FREE	302.07	
16269	10/28/05	378.03	001315	WASTE MANAGEMENT		6305	OCT-DEC BIG BASIN/HY	37.98	
						6306	OCT-DEC LOMOND/HY	37.98	
						6347	GESTETNER 635 COPIER	9,913.53	
16270	10/28/05	9,913.53	001454	MONTEREY BAY OFFICE PRODUCTS		6307	MEDICAL EXAMS	198.00	
16271	10/28/05	198.00	001523	SANTA CRUZ MEDICAL CLINIC	7	6308	STORM WATER PERMIT	718.00	
16272	10/28/05	718.00	001857	SWRCB FEES		9000431	370 ENCINAL RENT	25,899.59	
16273	10/28/05	25,899.59	002116	HINSHAW, EDWARD & BARBARA	7	9000432	111 DUBOIS RENT	10,888.00	
16274	10/28/05	13,888.00	002117	IULIANO, NICK	7	9000433	115 DUBOIS RENT	3,000.00	
						6309	OUT RPR-EQUIP	1,755.63	
16275	10/28/05	1,755.63	002240	KLEEN-RITE	7	6310	OCT MEDICAL	1,228.00	
16276	10/28/05	1,228.00	002287	CALIFORNIA SERVICE EMPLOYEES		6311	MAINT AGREEMENT	1,100.00	
16277	10/28/05	1,100.00	002385	OPTIMUM BUSINESS SERVICES, INC	0	6312	TOW# 304/199	140.00	
16278	10/28/05	140.00	002388	DOGHERRA'S	7	6313	TALKING BUS EQUIP	6,631.49	
16279	10/28/05	6,631.49	002624	DIGITAL RECORDERS		6314	PROPERTY TAX	8.90	
16280	10/28/05	8.90	002707	PITNEY BOWES CREDIT CORP					

5-2-4

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

DATE: 10/01/05 THRU 10/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
16281	10/28/05	954.57	002721	NEXTEL COMMUNICATIONS		6315	9/4-10/3 PHONES/PT	954.57	
16282	10/28/05	7,117.50	002807	WILLIAM AVERY & ASSOCIATES		6316	SEPT 05 PROF SVCS	7,117.50	
16283	10/28/05	306.96	002828	ALLIED ELECTRONICS		6317	PARTS & SUPPLIES	306.96	
16284	10/28/05	355.33	004	NORTH BAY FORD LINC-MERCURY		6318	REV VEH PARTS	355.33	
16285	10/28/05	1,115.55	009	PACIFIC GAS & ELECTRIC		6319	9/15-10/14 RESEARCH	18.21	
						6320	9/15-10/14 RESEARCH	1,018.65	
						6321	9/14-10/12 PAUL SWT	78.69	
16286	10/28/05	40.00	014	CABRILLO COLLEGE		6322	FINGERPRINTING	40.00	
16287	10/28/05	866.40	017	SUN MICROSYSTEMS, INC.		6323	10/1-12/31 SVCS	866.40	
16288	10/28/05	409.21	020	ADT SECURITY SERVICES INC.		6324	NOV ALARMS	409.21	
16289	10/28/05	2,745.57	041	MISSION UNIFORM		6350	SEPT UNIF/LAUN FLT	2,745.57	
16290	10/28/05	39.51	043	PALACE ART & OFFICE SUPPLY		6325	OFFICE SUPPLIES	39.51	
16291	10/28/05	15.53	045	ROYAL WHOLESALE ELECTRIC		6326	PARTS & SUPPLIES	15.53	
16292	10/28/05	77.50	074	KENVILLE LOCKSMITHS	7	6327	SEPT LOCKS/KEYS	77.50	
16293	10/28/05	435.72	083	THYSSENKRUPP ELEVATOR		6328	OCT-DEC ELEV SVC	435.72	
16294	10/28/05	5,937.14	085	DIXON & SON TIRE, INC.		6329	SEPT TIRES/TUBES FLT	5,937.14	
16295	10/28/05	2,519.58	110	JESSICA GROCERY STORE, INC.		9000434	CUSTODIAL SERVICES	2,519.58	
16296	10/28/05	994.38	117	GILLIG CORPORATION		6330	REV VEH PARTS	994.38	
16297	10/28/05	97.19	130	CITY OF WATSONVILLE UTILITIES		6331	9/1-10/1 RODRIGUEZ	9.70	
						6332	9/1-10/1 SAKATA	13.73	
						6333	9/1-10/3 SAKATA	73.76	
16298	10/28/05	487.80	149	SANTA CRUZ SENTINEL		6334	SEPT ADVERTISING/HRD	110.61	
						6335	SEPT ADVERTISING/FLT	377.19	
16299	10/28/05	711.00	174	SAYLOR & HILL COMPANY		6336	ANNUAL PREMIUM	711.00	
16300	10/28/05	86.60	186	WILSON, GEORGE H., INC.		6349	REPAIRS/MAINTENANCE	86.60	
16301	10/28/05	321.00	481	PIED PIPER EXTERMINATORS, INC.		6337	OCT PEST CONTROL	321.00	
16302	10/28/05	291,435.31	502	CA PUBLIC EMPLOYEES'		6338	NOV MEDICAL INS	291,435.31	
16303	10/28/05	885.98	504	CUMMINS WEST, INC.		6339	REV VEH PARTS	44.90	
						6348	REV VEH PARTS	841.08	
16304	10/28/05	406.93	510	ASCOM HASLER LEASING		6340	OCT EQUIP RENTAL	191.92	
						6341	NOV EQUIP RENTAL	215.01	
16305	10/28/05	27.00	510A	HASLER, INC.		6342	11/1-11/30 RENTAL/PT	27.00	
16306	10/28/05	29.11	848	SANTA CRUZ ELECTRONICS, INC.		6343	COMPUTER SUPPLIES/IT	29.11	
16307	10/28/05	4,650.00	853	ZELLER APPRAISAL SERVICES, INC		6344	425 FRONT APPRAISAL	4,650.00	
16308	10/28/05	84.24	854	AMERICAN SEATING COMPANY		6345	REV VEH PARTS	84.24	
16309	10/28/05	41,374.57	875	PACIFICARE DENTAL		6346	OCT DENTAL	41,374.57	
16310	10/28/05	229.97	M003	WYANT, JUDI		9000435	RETIREE STIPEND	229.97	
16311	10/28/05	254.52	M005	ROSS, EMERY		9000436	RETIREE STIPEND	254.52	
16312	10/28/05	459.94	M006	VAN DER ZANDE, ED		9000437	RETIREE STIPEND	459.94	
16313	10/28/05	750.34	M007	BLAIR-ALWARD, GREGORY		9000438	RETIREE STIPEND	750.34	
16314	10/28/05	1,075.65	M009	FREEMAN, MARY		9000439	RETIREE STIPEND	1,075.65	
16315	10/28/05	364.49	M010	SHORT, SLOAN		9000440	RETIREE STIPEND	364.49	
16316	10/28/05	184.57	M016	HICKLIN, DONALD KENT		9000441	RETIREE STIPEND	184.57	
16317	10/28/05	179.92	M022	CAPELLA, KATHLEEN		9000442	RETIREE STIPEND	179.92	
16318	10/28/05	179.92	M024	DOBBS, GLENN		9000443	RETIREE STIPEND	179.92	
16319	10/28/05	75.17	M056	CRUISE, RICHARD		9000444	RETIREE STIPEND	75.17	
16320	10/28/05	19.93	M057	PARHAM, WALLACE		9000445	RETIREE STIPEND	19.93	
16321	10/28/05	19.93	M058	POTEETE, BEVERLY		9000446	RETIREE STIPEND	19.93	
TOTAL		719,549.73		COAST COMMERCIAL BANK			TOTAL CHECKS	167	719,549.73

S-2.5

**Page 1 of the September Ridership
Report will be distributed at the
November 18, 2005 Board meeting.**

5-3.1

BUS OPERATOR LIFT TEST *PULL-OUT*

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

5-3.2

MONTH OF SEPTEMBER 2005

BUS #	DATE	DAY	REASON
8081F	13-Sep	Tuesday	Kneel does not stay down
8091F	14-Sep	Wednesday	Lift Not working
2212CN	14-Sep	Wednesday	Lift will not deploy

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

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

5-3.3

Service Interruption Summary Report
Lift Problems
09/01/2005 to 09/30/2005

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	00:00/00.00	0:00	00:00/00.00	00:00/0	00:00/0

5-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Posey-Kingsland, Tanya Received: 11/03/05 Claim #: 05-0023
Date of Incident: 08/30/05 Occurrence Report No.: SC 08-05-14

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

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

By *Margaret Gallagher*
Margaret Gallagher
DISTRICT COUNSEL

Date: 11/8/05

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of November 18, 2005.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.1

1 Tab Mitchell, Esq. (SBN 118749)
THE MITCHELL LAW FIRM
2 321 First Street, Second Floor
Hollister, CA 95023
3 (408) 636-6100

4 Attorney for Claimant
TANYA POSEY-KINGSLAND

5 Santa Cruz Metropolitan Transit District
6 District's Board of Directors
370 Encinal Street, Suite 100
7 Santa Cruz, CA 95060

8 **NOTICE OF CLAIM**
9 **(Government Code Section 910)**

10 TANYA POSEY-KINGSLAND (hereinafter referred to as "Claimant") hereby makes a
11 claim against SANTA CRUZ METROPOLITAN TRANSIT DISTRICT. Jurisdiction rests in the
12 Superior Court of the State of California in and for the County of Santa Cruz. Claimant makes the
13 following statements in support of her claim:

14 1. Claimant's address is 1130 Greenbank Road, Ben Lomond, CA 95005.

15 2. Notices concerning the instant claim should be forwarded to Claimant's attorney,
16 TAB MITCHELL, Attorney at Law, at The Mitchell Law Firm, 321 First St., Hollister, CA 95023,
17 telephone number (831) 636-6100.

18 3. The date and place of the occurrence giving rise to this claim was on August 30,
19 2005, at 11:10 a.m. on northbound State Route 9, south of Brackney Lane, in an unincorporated
20 area of the County of Santa Cruz, State of California, as more specifically described in the Traffic
21 Collision Report, a true and correct copy of which is attached as Exhibit "A."

22 4. The circumstances giving rise to this claim are as follows: At the above time and
23 place, Claimant was riding on Bus #35 going to Boulder Creek. As the bus approached a very
24 narrow bridge, the bus driver asked front seat passengers if they thought she, the bus driver, could
25 make it across the bridge before an oncoming truck about to enter the bridge from the other side of
26 the bridge. The bus driver then accelerated but when the bus driver apparently realized she could
27 not make it across the bridge safely, then slammed on the brakes causing the vehicle behind the bus
28

1 to violently rearend it. Claimant was thrown from her seat injuring her neck and back. The unsafe
2 operation of a Santa Cruz Metropolitan Transit District bus caused serious injuries and damages to
3 Claimant.

4 5. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT is liable for Claimant's
5 injuries and damages in accordance with Government Code Section 815.2, which provides as
6 follows:

7 "815.2. (a) A public entity is liable for injury proximately caused by an act or
8 omission of an employee of the public entity within the scope of his
9 employment if the act or omission would, apart from this section, have given
rise to a cause of action against that employee or his personal representative."

10 6. As a proximate result of the above-described facts, SANTA CRUZ
11 METROPOLITAN TRANSIT DISTRICT is liable to Claimant for her injuries and damages. The
12 amount of the current claim is in excess of \$10,000.00 and therefore jurisdiction rests in the Superior
13 Court of the County of Santa Cruz.

14
15
16 Date: 11/2/05

Tab Mitchell

TAB MITCHELL
Attorney for Claimant
TANYA POSEY-KINGSLAND

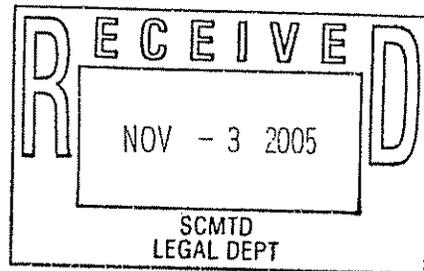


EXHIBIT "A"

5-4.4

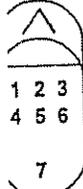
STATE OF CALIFORNIA
TRAFFIC COLLISION REPORT
 CHP 555 (Rev. 7-03) OPI 061

2

SPECIAL CONDITIONS 99		NUMBER INJURED 1	HIT & RUN FELDHY <input type="checkbox"/>	CITY UNINC	JUDICIAL DISTRICT SANTA CRUZ	LOCAL REPORT NUMBER 2005080232			
NUMBER KILLED 0		HIT & RUN INSP/LEADNR <input type="checkbox"/>	COUNTY SANTA CRUZ	REPORTING DISTRICT 15	BEAT 15				
LOCATION	COLLISION OCCURRED ON SR-9 NORTH BOUND			MO. DAY YEAR 8 30-05	TIME (2400) 1110	HCIC # 9720	OFFICER I.D. 17824		
	MILEPOST INFORMATION 10 FEET/MILES N OF 9 SCR 7.75			DAY OF WEEK S M T W T F S	TOW AWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PHOTOGRAPHS BY: <input checked="" type="checkbox"/> NONE			
	AT INTERSECTION WITH <input checked="" type="checkbox"/> OR: 1 FEET/MILE S OF BRACKNEY LN.			STATE HWY REL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
PARTY 1	DRIVER'S LICENSE NUMBER B4824634	STATE CA	CLASS C	AIR BAG M	SAFETY EQUIP G	VEH. YEAR 98	MAKE/MODEL/COLOR FORD/150/WH	LICENSE NUMBER 5X58487	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) JAMES RICHARD CHAPMAN					OWNER'S NAME <input checked="" type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS 280 CRESTA DR.					OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY/STATE/ZIP ESCALADER CREEK 95006					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICYCLIST	SEX M	HAIR BLN	EYES BLU	HEIGHT 602	WEIGHT 230	BIRTHDATE Mo Day Year 1-7-78	RACE W	DRIVEN AWAY	
OTHER	HOME PHONE 408-761-6153		BUSINESS PHONE 408-761-6154			PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE			
INSURANCE CARRIER WESTERN UNITED		POLICY NUMBER IX 0066273			VEHICLE IDENTIFICATION NUMBER: 22 35		VEHICLE TYPE 22 35		
DIR OF TRAVEL ON STREET OR HIGHWAY N SR-9		SPEED LIMIT 35			CA _____ DOT _____		SHADE IN DAMAGED AREA 		
PARTY 2	DRIVER'S LICENSE NUMBER P0403712	STATE CA	CLASS B	AIR BAG P	SAFETY EQUIP G	VEH. YEAR 98	MAKE/MODEL/COLOR NEW FLYER BUS	LICENSE NUMBER 1019710	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) ELOISE JOYCE KELLY					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS 5042 WILDER DR APT B					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY/STATE/ZIP SORUEL CA 95073					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICYCLIST	SEX F	HAIR BRN	EYES BRN	HEIGHT 506	WEIGHT 150	BIRTHDATE Mo Day Year 5-25-48	RACE W	DRIVEN AWAY	
OTHER	HOME PHONE 831-479-9299		BUSINESS PHONE 831-925-5284			PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE			
INSURANCE CARRIER DRIVER ALLIANT		POLICY NUMBER L0506-11			VEHICLE IDENTIFICATION NUMBER: 20		VEHICLE TYPE 20		
DIR OF TRAVEL ON STREET OR HIGHWAY N SR-9		SPEED LIMIT 35			CA 40366 DOT _____		SHADE IN DAMAGED AREA 		
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP	VEH. YEAR	MAKE/MODEL/COLOR	LICENSE NUMBER	STATE
DRIVER	NAME (FIRST, MIDDLE, LAST)					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY/STATE/ZIP					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE Mo Day Year	RACE	PRIOR MECHANICAL DEFECTS: <input type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE	
OTHER	HOME PHONE		BUSINESS PHONE			VEHICLE IDENTIFICATION NUMBER:			
INSURANCE CARRIER		POLICY NUMBER			VEHICLE TYPE		SHADE IN DAMAGED AREA		
DIR OF TRAVEL ON STREET OR HIGHWAY		SPEED LIMIT			CA _____ DOT _____		SHADE IN DAMAGED AREA 		
REPAIRER'S NAME T. BARBLOCK		DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		REVIEWER'S NAME R.K. [Signature]		DATE REVIEWED 9-16-05		5-4.5	

DATE OF COLLISION (MO DAY YEAR) 9-30-05	TIME (2400) 1110	NCIC # 972	OFFICER I.D. 17824	NUMBER 2005080232
---	----------------------------	----------------------	------------------------------	-----------------------------

OWNER'S NAME	OWNER'S ADDRESS	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY DAMAGE		
DESCRIPTION OF DAMAGE		

SEATING POSITION  <ul style="list-style-type: none"> 1 - DRIVER 2 TO 5 - PASSENGERS 7 - STATION WAGON REAR 8 - REAR OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER 	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	M/C BICYCLE- HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELLPHONE HANDHELD B - CELLPHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
--	--	--	---	---

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION
1 A 21703 VC <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED
B OTHER IMPROPER DRIVING*	B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE	X	X		B PROCEEDING STRAIGHT
C OTHER THAN DRIVER*	C CONTROLS OBSURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD
D UNKNOWN*	D NO CONTROLS PRESENT / FACTOR*	X	Y		D CELL PHONE NOT IN USE				D MAKING RIGHT TURN
	TYPE OF COLLISION				E SCHOOL BUS RELATED				E MAKING LEFT TURN
	A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN
	B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING*
	X C REAR END				H				H SLOWING / STOPPING
	D BROADSIDE				I				I PASSING OTHER VEHICLE
	E HIT OBJECT				J				J CHANGING LANES
	F OVERTURNED				K				K PARKING MANEUVER
	G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC
	H OTHER*				M				M OTHER UNSAFE TURNING
	MOTOR VEHICLE INVOLVED WITH				N				N XING INTO OPPOSING LANE
	A NON - COLLISION				O				O PARKED
	B PEDESTRIAN								P MERGING
	X C OTHER MOTOR VEHICLE	1	2	3	OTHER ASSOCIATED FACTOR(S) (MARK 1 TO 2 ITEMS)				Q TRAVELING WRONG WAY
	D MOTOR VEHICLE ON OTHER ROADWAY				A VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				R OTHER*
	E PARKED MOTOR VEHICLE				B VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
	F TRAIN				C VC SECTION VIOLATION: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
	G BICYCLE				D				
	H ANIMAL:				E VISION OBSCUREMENT:				
	I FIXED OBJECT:				F INATTENTION*:				
	J OTHER OBJECT:				G STOP & GO TRAFFIC				
	PEDESTRIAN'S ACTIONS				H ENTERING / LEAVING RAMP				
	X A NO PEDESTRIANS INVOLVED				I PREVIOUS COLLISION				
	B CROSSING IN CROSSWALK - AT INTERSECTION				J UNFAMILIAR WITH ROAD				
	C CROSSING IN CROSSWALK - NOT AT INTERSECTION				K DEFECTIVE VEH. EQUIP.: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
	D CROSSING - NOT IN CROSSWALK				L UNINVOLVED VEHICLE				
	E IN ROAD - INCLUDES SHOULDER				M OTHER*:				
	F NOT IN ROAD	X	X		N NONE APPARENT				
	G APPROACHING / LEAVING SCHOOL BUS				O RUNAWAY VEHICLE				

SKETCH
 SEE PAGE 4.



MISCELLANEOUS
 V-1'S TRLR. DID NOT HAVE A LIC.
 PLATE ISSUED TO IT. ITS VIN
 15 16VDX10284143404090.
 A RECORDS CHECK CAME BACK
 A RECORD NOT ON FILE.

5-4.6

DATE OF COLLISION (MO. DAY YEAR) 8-30-05				TIME (2400) 1110	NCIC # 9720	OFFICER I.D. 17824	NUMBER 2005080732										
WITNESS ONLY				EXTENT OF INJURY ("X" ONE)				INJURED WAS ("X" ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP	EJECTED
PASSENGER ONLY				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS	PED	BICYCLIST	OTHER					
#																	

NAME / D. O. B. / ADDRESS
 TANYA ALICIA POSEY 2-17-1982 1130 GREENBLAIR BEN LOMONDA CA 95065
 TELEPHONE 831-336-9254

(INJURED ONLY) TRANSPORTED BY: AMR
 TAKEN TO: DOMINICAN HOSPITAL
 DESCRIBE INJURIES: COMPLAINT OF PAIN TO NECK AND SHOULDER

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 MICHAEL MCDOMAS 1-18-88 17815 BIG BASIN WAY BOULDER CREEK CA 95006
 TELEPHONE 831-338-4656

(INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 (INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 (INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 (INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 (INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D. O. B. / ADDRESS
 (INJURED ONLY) TRANSPORTED BY:
 TAKEN TO:
 DESCRIBE INJURIES:

VICTIM OF VIOLENT CRIME NOTIFIED

PREPARER'S NAME T. BARBROCK	ID NUMBER 17824	MO. DAY YEAR 8-30-05	REVIEWER'S NAME 5-4.7	MO. DAY YEAR
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555 Page 4 (rev. 8-97) OPI 042

DATE OF COLLISION (MO. DAY YEAR)
9-30-05

TIME (2400)
1110

INCIDENT #
9770

OFFICER I.D.
17824

NUMBER
2005080232

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =

SKETCH

STATE ROUTE 9



BRIDGE # 36-46

STEEL GUARDRAIL

ASPHALT SHOULDER

SOLID PAINTED DOUBLE YELLOWS

SOLID PAINTED WHITE EDGE LINE

ASPHALT ROADWAY

V-1

V-2

BRACKNEY ROAD

S/B

N/B

2 ← 12 → ← 12 → 2

5-4.8

REPORTED BY
T. BABCOCK

I.D. NUMBER
17824

MO. DAY YEAR
9-01-05

REVIEWER'S NAME

MO. DAY YEAR

DATE OF INCIDENT/OCCURRENCE 08-30-05	TIME (2400) 1110	NCIC NUMBER 9720	OFFICER I D NUMBER 17824	NUMBER 2005080232
X ONE <input checked="" type="checkbox"/> Narrative <input type="checkbox"/> Supplemental	*X* ONE <input checked="" type="checkbox"/> Collision report <input type="checkbox"/> Other:	TYPE SUPPLEMENTAL (*X* APPLICABLE) <input type="checkbox"/> BA update <input type="checkbox"/> Fatal <input type="checkbox"/> Hit and run update <input type="checkbox"/> Hazardous materials <input type="checkbox"/> School bus <input type="checkbox"/> Other:		
CITY/COUNTY/JUDICIAL DISTRICT			REPORTING DISTRICT/BEAT	CITATION NUMBER
LOCATION/SUBJECT			STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input type="checkbox"/> No	

Physical Evidence Legend

Station Line

A station line was established along the east roadway edge of northbound SR-9. 0+00 was established at the storm Drain 83 feet south of Mile Post Marker (MPM) 9 SCR 7.75. The station line increases as you proceed north. All measurements were made at right angles to the station line.

Physical Evidence

Item

- A- Tire friction marks (TFM).
- B- TFM.

Location of Physical Evidence

A-Begin: was located 4 feet left of station line 0+37.
 End: was located 7 feet left of station line 1+14.

B-Begin: was located 10 feet left of station line 0+37.
 End: was located 16 feet left of station line 1+48.

Points of Rest

V-1 driven to right shoulder prior to my arrival. No point of rest obtained.

V-2 driven to right shoulder prior to my arrival. No point of rest obtained.

5-4.9

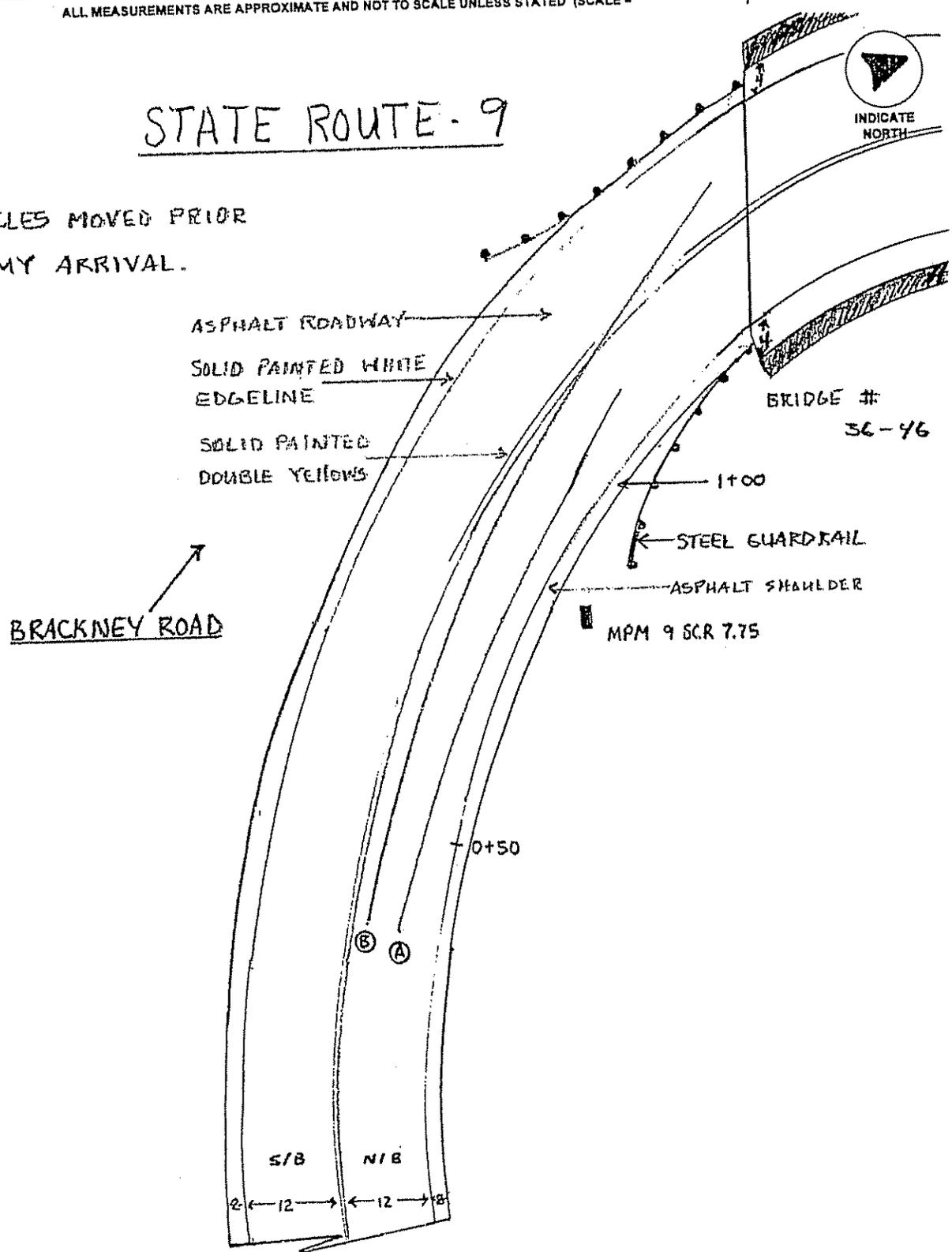
PREPARER'S NAME AND I D. NUMBER T. Babcock 17824	DATE 08-31-05	REVIEWER'S NAME	DATE
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DATE OF COLLISION (MO. DAY YEAR) 8-30-05	TIME (2400) 1110	NCIC # 9720	OFFICER I.D. 17824	NUMBER 2005080232
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ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =

STATE ROUTE - 9

VEHICLES MOVED PRIOR
 TO MY ARRIVAL.



5-4.10

PREPARED BY T. BARCOCK	I.D. NUMBER 17824	MO. DAY YEAR 9-01-05	REVIEWER'S NAME	MO. DAY YEAR
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DATE OF INCIDENT/OCCURRENCE 08-30-05	TIME (2400) 1110	NCIC NUMBER 9720	OFFICER I.D. NUMBER 17824	NUMBER 2005080232
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CITY/COUNTY/JUDICIAL DISTRICT		REPORTING DISTRICT/BEAT	CITATION NUMBER	
LOCATION/SUBJECT		STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input type="checkbox"/> No		

FACTS

Notification

I was on duty as CHP unit 26-15 within the county of Santa Cruz. At approximately 1110 hours, I was requested by CHP dispatch to respond to a non-injury traffic collision. I responded from eastbound Mt. Hermon Rd. at Lockhart Gulch Rd. and arrived on scene at approximately 1120 hours.

All times, speeds and measurements are approximate. Measurements were made by roll meter.

Scene

SR-9 at this location is a two lane, two way, asphalt paved, north south designated State of California maintained roadway within an unincorporated area of Santa Cruz County. The north and southbound lanes of traffic are separated by solid double yellow painted lines. The southbound lane is bordered on the west by a solid painted white edge line, asphalt shoulder, and steel guardrail. The northbound lane is bordered on the east by a solid painted white edge line, asphalt shoulder and steel guardrail. SR-9 makes a gradual curve to the right as it approaches the bridge crossing the San Lorenzo River. Roadway lane directions and alignment, as noted in this report, may not reflect true compass north. Refer to the "Factual Diagram" for further details regarding the scene.

Parties

Driver #1 (D-1, Chapman) was contacted north of the scene at corner of Brackney Rd. and northbound SR-9. D-1 was identified by his valid California driver license and determined to be the driver of *Vehicle #1 (V-1, Ford)* at the time of the collision based on the following:

- D-1's statement.
- D-1's location at the scene.
- D-1 is the registered owner of V-1.

Vehicle #1 (V-1, Ford in combination with a 2 axel Big Tex Utility Trailer) V-1 had been moved by D-1 prior to CHP arrival. V-1 was located on its wheels facing an easterly direction. V-1 sustained moderate right front-end damage to the grill, bumper and fender as a result of this collision. There were no mechanical defects noted, mentioned or observed that would have contributed to this collision.

Driver #2 (D-2, Kelly) was contacted north of the scene at the corner of Brackney Rd. and northbound SR-9. D-2 was identified by her valid California driver license and determined to be the driver of *Vehicle #2 (V-2, Metro Bus)* at the time of the collision based on the following:

- D-2's statement.
- D-2 is employed by the registered owner of V-2.
- D-2's location at the scene.

Vehicle #2 (V-2, Metro Bus) had been moved by D-2 prior to CHP arrival. V-2 was located on its wheels facing a northerly direction. V-2 sustained moderate damage to the left rear bumper and side fender area

PREPARER'S NAME AND I.D. NUMBER T. Babcock 17824	DATE 08-31-05	REVIEWER'S NAME S-4. 11	DATE
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DATE OF INCIDENT/OCCURRENCE 08-30-05	TIME (2400) 1110	NCIC NUMBER 9720	OFFICER I D NUMBER 17824	NUMBER 2005080232
*X ONE <input checked="" type="checkbox"/> Narrative <input type="checkbox"/> Supplemental	*X ONE <input checked="" type="checkbox"/> Collision report <input type="checkbox"/> Other:	TYPE SUPPLEMENTAL (*X APPLICABLE) <input type="checkbox"/> BA update <input type="checkbox"/> Fatal <input type="checkbox"/> Hit and run update <input type="checkbox"/> Hazardous materials <input type="checkbox"/> School bus <input type="checkbox"/> Other:		
CITY/COUNTY/JUDICIAL DISTRICT		REPORTING DISTRICT/BEAT	CITATION NUMBER	
LOCATION/SUBJECT		STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input type="checkbox"/> No		

1 as a result of this collision. There were no mechanical defects noted, mentioned or observed that would
 2 have contributed to this collision. D-1 stated he did not see V-2's brake lights before the collision. I
 3 inspected V-2's brake lights and found they were in working order.

4
 5 **Physical Evidence**

6 Damage to the involved vehicles.
 7 Tire friction marks.

8
 9 **Statements**

10 *Driver #1 (D-1, Chapman)* was driving *Vehicle #1 (V-1, Ford)* northbound on SR-9 south of Brackney
 11 Rd. at approximately 20 MPH. D-1 stated he was hauling a load of base rock in a trailer for a project at
 12 his residence. D-1 stated he was behind V-2 approximately two car lengths. D-1 stated V-2 stopped in
 13 the northbound lane in front of V-1. D-1 stated he did not see V-2's brake lights before V-1 collided with
 14 the rear of V-2. D-1 applied V-1 's brakes but was unable to stop V-1 in time. D-1 stated he collided
 15 with the left rear of V-2 and continued north crossing into the southbound lane where he came to rest. D-
 16 1 stated that he tried to stay in the northbound lane but V-1 turned to its left. D-1 then drove V-1 to
 17 Brackney Rd. and waited for CHP to arrive.

18
 19 *Driver #2 (D-2, Kelly)* was driving *Vehicle #2 (V-2, Metro Bus)* northbound on SR-9 south of Brackney
 20 Rd. traveling at approximately 30-35 MPH. D-2 stated that she saw a big rig on the bridge. D-2 slowed
 21 V-2 to approximately 25 MPH to allow the big rig to get past V-2 so they would not meet on the bridge as
 22 it narrow. As she slowed V-2, she felt the rear of V-2 get struck. D-2 saw V-1 in her left side mirror as D-
 23 2 continued northbound across the bridge to get out of traffic lanes. D-2 stopped V-2 at northbound SR-9
 24 and Brackney Rd. D-2 called her dispatcher and waited for CHP to arrive.

25
 26 *Passenger #1 (Pass-1, Posey)* stated she was the right rear passenger of V-2 at the time of the collision.
 27 Pass-1 stated that she heard tires screeching then felt a hard bump and flew forward in her seat. Pass-1
 28 was transported by AMR to Dominican Hospital and treated for complaint of pain to her neck and
 29 shoulder.

30
 31 *Passenger #2 (Pass-2, McComas)* stated he was the left rear passenger of V-2 at the time of the collision.
 32 Pass-2 stated that he heard tires screeching and felt a hard bump. Pass-2 stated he held on to the rail in
 33 front of him. Pass-2 was not injured in this collision.

34
 35 **OPINIONS AND CONCLUSIONS**
 36 (Based on Physical Evidence and Statements)

37
 38 **Summary**

39 D-1 was driving V-1 northbound on SR-9 south of Brackney Rd. at a stated speed of approximately 20
 40 MPH. D-2 was driving V-2 northbound on SR-9 south of Brackney Rd. at a stated speed of

PPREPARER'S NAME AND I D NUMBER T. Babcock 17824	DATE 08-31-05	REVIEWER'S NAME 5-4.12	DATE
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CITY/COUNTY/JUDICIAL DISTRICT			REPORTING DISTRICT/BEAT	CITATION NUMBER	
LOCATION/SUBJECT			STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input type="checkbox"/> No		

1 approximately 30-35 MPH in front of V-1. D-2 slowed V-2 as V-2 was approaching a narrow bridge
 2 crossing the San Lorenzo River. D-2 saw a southbound commercial vehicle already on the bridge and was
 3 slowing to allow room for that vehicle. D-1 was traveling northbound behind V-2. D-1 failed to see that
 4 V-2 was slowing. Due to the distance between V-1 and V-2, the weight of V-1, its trailer loaded with
 5 rock, D-1 was unable to stop V-1 before the front of V-1 collided with the rear of V-2. After the collision,
 6 V-1 continued in a northerly westerly direction crossing into the southbound lane. V-1 came to rest on its
 7 wheels partially within the southbound lane of SR-9 and its trailer in the northbound lane south of
 8 Brackney Rd. V-2 continued traveling in a northeily direction not stopping until it reached Brackney Rd.
 9 After V-1 came rest D-1 then drove V-1 to the same location as V-2 and waited for CHP to arrive.

10

Area of Impact (A.O.I.)

11 A.O.I. #1 (V-1 vs. V-2) was determined to be 10 feet west of the east roadway edge of northbound SR-9
 12 and 300 feet south of the south roadway edge prolongation of Brackney Rd. or 10 feet north of mile post
 13 marker (MPM) 9 SCR 7.75. MPM 9 SCR 7.75 is located 83 feet north of the storm drain located on the
 14 northbound shoulder of SR-9.
 15

16

Cause

17 D-1 (Chapman) caused this collision by driving V-1 (Ford) in violation of California Vehicle Code section
 18 - 21703 VC - The driver of a motor vehicle shall not follow another vehicle more closely than is
 19 reasonable and prudent, having due regard for the speed of such vehicle and the traffic upon, and the
 20 condition of the roadway.
 21

22

23

Recommendations

24 None.
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38

5-4.13

PPREPARER'S NAME AND I.D. NUMBER <i>T. Babcock 17824</i>	DATE 08-31-05	REVIEWER'S NAME	DATE
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DATE OF COLLISION 1/30/2005	TIME(2400) 1110	NCIC NUMBER 9720	OFFICER ID 017824
---------------------------------------	---------------------------	----------------------------	-----------------------------

DO NOT COMPLETE THIS FORM UNLESS:
 ONE OR MORE QUALIFIED VEHICLES WAS INVOLVED
 AND
 ONE OR MORE QUALIFIED INJURIES WAS SUSTAINED
 OR
 ONE OR MORE VEHICLES WAS TOWED FROM THE SCENE
 OR
 ONE OR MORE VEHICLES WAS PROVIDED ASSISTANCE

- QUALIFYING VEHICLES INVOLVED
- ANY POWER UNIT WITH A GVWR OF 10,001 POUNDS OR MORE
 - ANY VEHICLE DISPLAYING HAZARDOUS MATERIAL PLACARD
 - BUSES DESIGNED TO CARRY MORE THAN 10, INCLUDING DRIVER

1. TOTAL NUMBER OF VEHICLES INVOLVED IN ACCIDENT **2**

2. TYPE OF ROADWAY **1**

1. TWO-WAY, NOT DIVIDED
2. TWO-WAY, DIVIDED. UNPROTECTED MEDIAN
3. TWO-WAY, DIVIDED. POSITIVE MEDIAN BARRIER
4. ONE-WAY, NOT DIVIDED
5. NOT REPORTED
6. UNKNOWN

3. ACCESS CONTROL **3**

1. FULL ACCESS CONTROL (RAMPS)
2. PARTIAL ACCESS CONTROL (COMBO)
3. NO ACCESS CONTROL (CROSS STREETS)

4. SEQUENCE OF EVENTS (FOR THIS VEHICLE)

1. RAN OFF ROAD	9. PEDESTRIAN
2. JACKKNIFED	10. MOTOR VEHICLE IN TRANSPORT
3. OVERTURNED OR ROLLOVER	11. PARKED VEHICLE
4. DOWNHILL RUNAWAY	12. TRAIN
5. CARGO LOSS OR SHIFT	13. PEDALCYCLE
6. EXPLOSION OR FIRE	14. ANIMAL
7. SEPARATION OF UNITS	15. FIXED OBJECT
8. OTHER EVENT	16. OTHER OBJECT

EVENT #1	EVENT #2	EVENT #3	EVENT #4
10			

5. HAZARDOUS MATERIAL INVOLVEMENT (CARGO ONLY)

DID VEHICLE HAVE A HAZARDOUS MATERIAL PLACARD?

1. YES
2. NO
3. NOT REPORTED
4. UNKNOWN

IF "YES", RECORD FROM THE HAZARDOUS MATERIALS PLACARD:

4 - DIGIT PLACARD #

OR

NAME TAKEN FROM THE MIDDLE OF THE DIAMOND OR FROM THE RECTANGULAR BOX: _____

AND

1 - DIGIT PLACARD NUMBER FROM BOTTOM OF DIAMOND

WAS HAZARDOUS MATERIAL RELEASED FROM THIS VEHICLE'S CARGO?

1. NOT APPLICABLE
2. YES - HAZARDOUS MATERIAL WAS RELEASED
3. NO - HAZARDOUS MATERIALS NOT RELEASED
4. NOT REPORTED
5. UNKNOWN

6. GROSS VEHICLE WEIGHT RATING OF POWER UNIT **2**

1. LESS THAN OR EQUAL TO 10,000 POUNDS
2. 10,001 - 26,000
3. MORE THAN 26,000

VIN# 5FYD2SL03WU018352

7. VEHICLE CONFIGURATION **13**

1. PASSENGER CAR
2. LIGHT TRUCK(VAN, MINI-VAN, PANEL, PICKUP, SUV) WITH ONLY FOUR TIRES
3. SINGLE-UNIT TRUCK (2 AXLE, 6-TIRE)
4. SINGLE-UNIT TRUCK (3-OR -MORE AXLES)
5. TRUCK/TRAILER
6. TRUCK/TRACTOR (BOBTAIL)
7. TRACTOR / SEMI-TRAILER
8. TRACTOR / DOUBLES
9. TRACTOR / TRIPLES
10. UNKNOWN HEAVY TRUCK. CANNOT CLASSIFY
11. MOTOR HOME / RECREATIONAL VEHICLE
12. MOTORCYCLE
13. BUS (SEATS FOR MORE THAN 15 PEOPLE, INCLUDING DRIVER)
14. BUS (SEATS FOR 9 - 15 PEOPLE, INCLUDING DRIVER)
15. OTHER
16. NOT REPORTED
17. UNKNOWN VEHICLE CONFIGURATION

8. CARGO BODY TYPE **2**

1. NOT APPLICABLE
2. BUS (SEATS FOR MORE THAN 15 PEOPLE, INCLUDING DRIVER)
3. BUS (SEATS FOR 9-15 PEOPLE, INCLUDING DRIVER)
4. VAN / ENCLOSED BOX
5. GRAIN / CHIPS / GRAVEL
6. POLE
7. CARGO TANK
8. FLATBED
9. DUMP
10. CONCRETE MIXER
11. AUTO TRANSPORTER
12. GARBAGE / REFUSE
13. OTHER
14. NOT REPORTED
15. UNKNOWN

9. CARRIER INFORMATION

CARRIER NAME SANTA CRUZ METRO TRANSIT

STREET ADDRESS 120 DU BOIS ST.

OTHER ADDRESS (P O BOX, SUITE, ETC) _____

CITY OR TOWN SANTA CRUZ

STATE (2-CHARACTER) CA ZIP CODE 95060

CARRIER U S DOT NUMBER 40366

PREPARED BY T. BABCOCK 017824

REVIEWED BY _____ DATE 5-4-14 247m 9/16/05

PROOF OF SERVICE BY MAIL

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

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

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

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

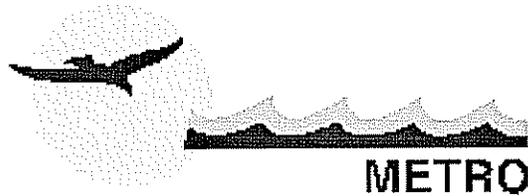
ON 11/2, 2005, I SERVED THE ATTACHED NOTICE OF CLAIM
(GOVERNMENT CODE SECTION (910)) ON THE PARTY/PARTIES IN SAID CAUSE, BY
PLACING A TRUE COPY THEREOF ENCLOSED IN A SEALED ENVELOPE WITH
POSTAGE THEREON FULLY PREPAID, IN THE UNITED STATES MAIL AT HOLLISTER,
CALIFORNIA, ADDRESSED AS FOLLOWS:

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

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT THIS
DECLARATION WAS EXECUTED ON 11/2, 2005, AT HOLLISTER,
CALIFORNIA.



TAB MITCHELL, ESQ.



Agenda

Metro Advisory Committee

6:00 pm
November 16, 2005
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of September 21, 2005 MAC Meeting (No Meeting in October Due to Labor Dispute)
- V. Discussion of Route 54
- VI. Review and Discussion of "Zen and the Art of Bus Riding"
- VII. Discussion of Facilitating Information Exchange Between Bus Operators and Bus Passengers
- VII. Discussion of Possible Grants for Holiday Service
- VIII. Discussion of Placing Signs for MAC in Buses
- IX. Discussion of ParaTransit Coordination Task Force Recommendations
- X. Communications to METRO General Manager
- XI. Communications to METRO Board of Directors
- XII. Items for Next Meeting Agenda
- XIII. Adjournment

Next Meeting: Wednesday December 21, 2005 @ 6:00 pm
Santa Cruz Metro Conference Room

5-5.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

September 21, 2005

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, September 21, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Paul Marcelin-Sampson called the meeting to order at 6:08 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper
Norm Hagen
Paul Marcelin-Sampson, Chair
Mara Murphy
Dennis Papadopulo
Stuart Rosenstein
Dave Williams
Lesley Wright
Robert Yount, Vice-Chair

MEMBERS ABSENT

None

STAFF PRESENT

Steve Paulson, ParaCruz Administrator
Leslie White, General Manager

2. AGENDA ADDITIONS/DELETIONS

None

3. ORAL/WRITTEN COMMUNICATIONS

Oral: Chair Marcelin-Sampson announced that MAC member Jeff LeBlanc resigned his MAC seat effective August 10, 2005. Chair Marcelin-Sampson welcomed new MAC member, Mara Murphy. He advised that Mara was appointed by Director Bustichi to fill the vacancy that was created by James Sheldon's resignation. Those in attendance at the meeting provided a brief description of their background, as well as their interest in MAC.

4. CONSIDERATION OF MINUTES OF JULY 20, 2005 MAC MEETING (AUGUST MEETING CANCELLED DUE TO A CONFERENCE ROOM SCHEDULING CONFLICT.)

5-5.2

Lesley Wright requested that the July Minutes be changed to reflect the fact that she was present.¹ Robert Yount asked that “and new bus shelters” be added to his oral comments relative to E & D TAC.² There were no objections to either request.

ACTION: MOTION: ROBERT YOUNT SECOND: LESLEY WRIGHT

ACCEPT AND FILE MINUTES OF THE JULY 20, 2005 MAC MEETING WITH THE REQUESTED CHANGES

Motion passed unanimously.

5. DISCUSSION OF HOLIDAY SERVICE

Les White provided details of proposed holiday bus routes and schedules. He also provided details of proposed holiday coverage for ParaCruz. Discussion ensued as to the potential financial impact of holiday service. The discussion turned to the financial impact of the Industrial Welfare Commission Wage Order Number 9, as well as grant funding sources. MAC members expressed their opinion relative to holiday service routes.

ACTION: MOTION STUART ROSENSTEIN SECOND: NORM HAGEN

MAC ENCOURAGES METRO STAFF TO RESEARCH PROPOSALS AND GRANTS FOR HOLIDAY SERVICE

Motion passed unanimously.

6. REVIEW OF COURTESY RULES FOR BUS RIDERS

MAC expressed their views as to the manner in which bus drivers, as well as bus passengers, communicate with each other. Les offered to make copies of “Zen and the Art of Bus Riding” available to MAC. Dan Alper commented that this item has been on the agenda for quite some time, and he would like to see MAC take action at this meeting. Whether or not MAC should vote on an agenda item when all the interested parties are not present became the topic of discussion.

(DENNIS PAPADOPULO LEFT THE MEETING)

ACTION: MOTION LESLEY WRIGHT SECOND: DAN ALPER

MAC MEMBERS WILL TAKE “ZEN AND THE ART OF BUS RIDING” HOME WITH THEM AND REVIEW IT. THEY WILL PREPARE THEIR COMMENTS, AND BE READY TO MAKE RECOMMENDATIONS AS WELL AS TAKE ACTION AT THE NEXT MAC MEETING

¹ This correction was made at Page 1 of the July Minutes

² This correction was made at Page 1 of the July Minutes

5-5.3

DAVE WILLIAMS WILL SERVE AS MAC'S ALTERNATE SUB-COMMITTEE MEMBER

Motion passed unanimously.

11. COMMUNICATIONS TO METRO GENERAL MANAGER

Discussion ensued as to the merits of placing items on the Agenda, and possibly not discussion them at the meeting, as opposed to not placing items on the Agenda and the item's discussion being prohibited.

12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

13. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Route 54
- Review and Discussion of "Zen and the Art of Bus Riding"
- Discussion of Facilitating Information Exchange Between Bus Operators and Bus Passengers
- Discussion of Possible Grants for Holiday Service
- Discussion of Placing Signs for MAC in Buses
- Discussion of ParaTransit Coordination Task Force Recommendations

ADJOURN

There being no further business, Chair Marcelin-Sampson thanked everyone for participating, and he adjourned the meeting at 7:58 p.m.

Respectfully submitted,



DEBI PRINCE
ADMINISTRATIVE SECRETARY

5-5.6



AGENDA
November 17, 2005

**Metro Accessible Services Transit Forum
(MASTF)***

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

Thursday, November 17, 2005 2:00-4:30 p.m.
NEW LOCATION:
Second floor of the Metro building

ELIGIBLE VOTING MEMBERS FOR THIS MEETING: Sharon Barbour, Ted Chatterton, Connie Day, Shelley Day, Mike Doern, Jeff LeBlanc, Elizabeth Miller, Thom Onan, and Bob Yount

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

I. Call to Order and Introductions

II. 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.

III. Amendments to this Agenda

IV. Ongoing Business

V. New Business

- a. Who may vote at this meeting
- b. Unmet Needs Assessment
- c. Paratransit
- d. Metro strike
- e. MASTF's future
- f. Potential By-law changes
- g. Elections
- h. Christmas party
- i. Certificates of Appreciation

MASTF COMMITTEE REPORTS

- j. Reports from MASTF/Board liaisons.
- k. Bus Stop Improvement Committee Report
 - i. Bus Stop Advisory Committee (BSAC) Report
- l. Bus Service Committee Report
 - i. MAC report
 - ii. Service Planning and Review Report
- m. Training and Procedures Committee Report
- n. The Paratransit Services Committee Report
- o. Elderly and Disabled Transportation Advisory Committee (E&DTAC) Report

OTHER REPORTS

- p. Paratransit Report
- q. CCCIL ADA Paratransit Transportation Advocacy
(Thom Onan)
- r. UTU Report
- s. SEIU/SEA Report

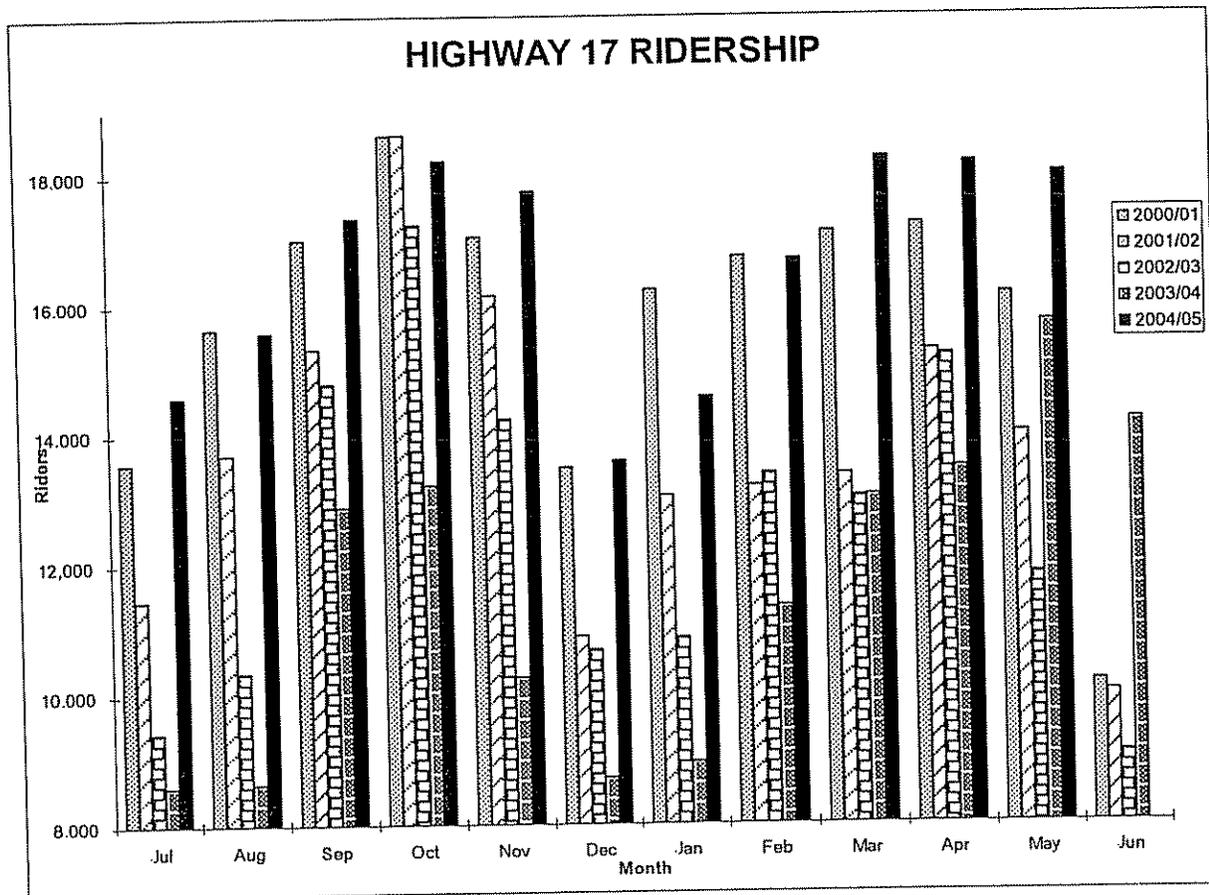
VI. Next Meeting's Agenda Items

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 Sharon Barbour by phone at (831) 338-6647 or (831)345-6586, or address email to chair@MASTF.Org

HIGHWAY 17 - MAY 2005

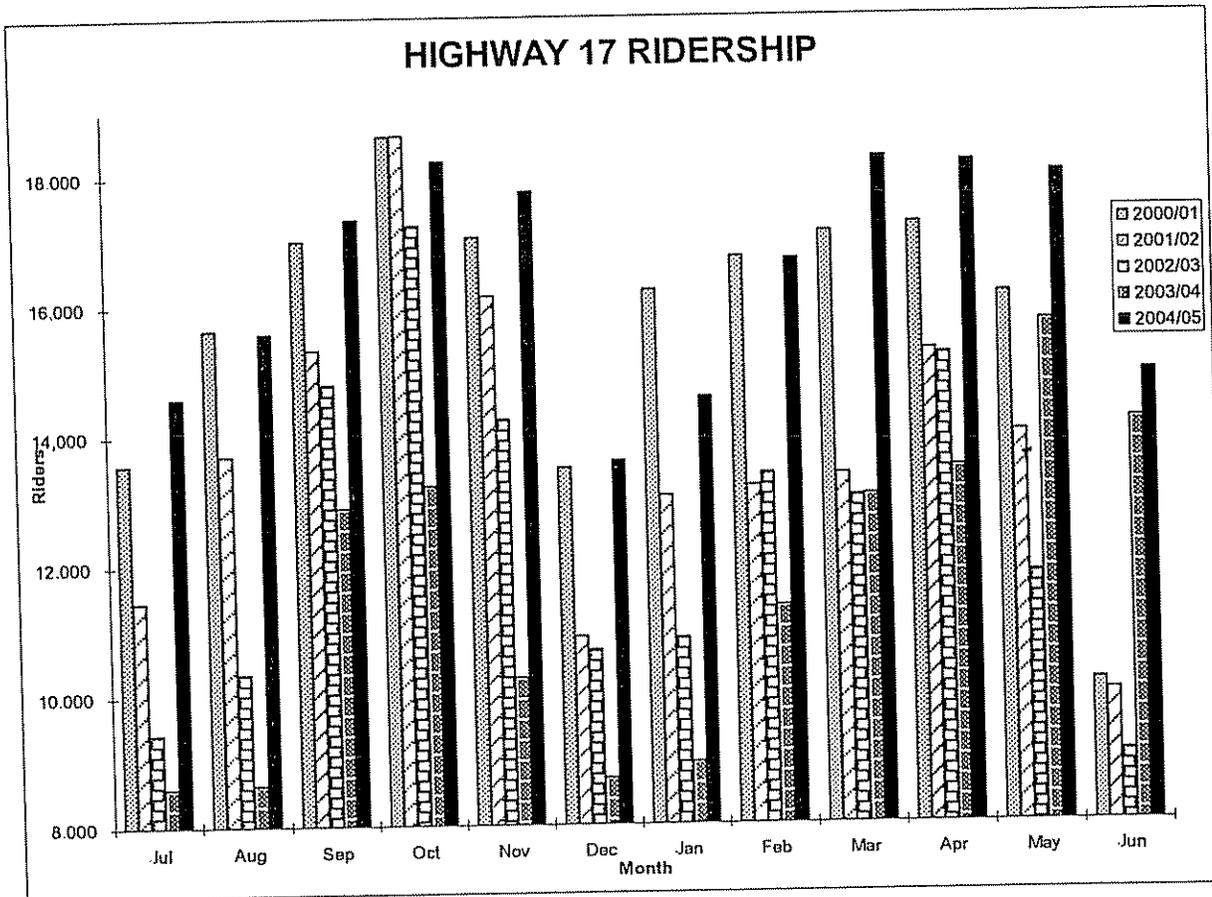
	May			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 114,376	\$ 112,296	1.9%	\$ 1,258,426	\$ 938,588	34.1%
Farebox	\$ 60,124	\$ 61,032	(1.5%)	\$ 594,706	\$ 341,885	73.9%
Operating Deficit	\$ 50,420	\$ 51,263	(1.6%)	\$ 576,618	\$ 579,014	(0.4%)
Santa Clara Subsidy	\$ 25,210	\$ 25,632	(1.6%)	\$ 288,309	\$ 289,507	(0.4%)
METRO Subsidy	\$ 25,210	\$ 25,632	(1.6%)	\$ 288,309	\$ 289,507	(0.4%)
San Jose State Subsidy	\$ 3,186	\$ -		\$ 21,096	\$ 17,689	19.3%
AMTRAK Subsidy	\$ 646	\$ -		\$ 66,006	\$ -	
STATISTICS						
Passengers	18,013	15,708	14.7%	182,797	124,882	46.4%
Revenue Miles	41,271	40,258	2.5%	452,496	325,657	38.9%
Revenue Hours	1,548	1,268	22.1%	16,968	11,284	50.4%
Passengers/Day	581	507	14.7%	546	512	6.6%
Passengers/Weekday	728	-		678	-	
Passengers/Weekend	272	-		243	-	
PRODUCTIVITY						
Cost/Passenger	\$ 6.35	\$ 7.15	(11.2%)	\$ 6.88	\$ 7.52	(8.4%)
Revenue/Passenger	\$ 3.34	\$ 3.89	(14.1%)	\$ 3.25	\$ 2.74	18.8%
Subsidy/Passenger	\$ 2.98	\$ 3.26	(8.8%)	\$ 3.27	\$ 4.78	(31.6%)
Passengers/Mile	0.44	0.37	18.5%	0.40	0.38	5.3%
Passengers/Hour	11.64	9.04	28.7%	10.77	11.07	(2.7%)
Recovery Ratio	52.6%	54.3%	(3.3%)	47.3%	36.4%	29.7%



5-7.1

HIGHWAY 17 - JUNE 2005

	June			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 116,315	\$ 116,315	0.0%	\$ 1,374,741	\$ 1,054,903	30.3%
Farebox	\$ 48,576	\$ 54,570	(11.0%)	\$ 643,281	\$ 396,456	62.3%
Operating Deficit	\$ 60,925	\$ 61,745	(1.3%)	\$ 637,544	\$ 640,759	(0.5%)
Santa Clara Subsidy	\$ 30,463	\$ 30,872	(1.3%)	\$ 318,772	\$ 320,380	(0.5%)
METRO Subsidy	\$ 30,463	\$ 30,872	(1.3%)	\$ 318,772	\$ 320,380	(0.5%)
San Jose State Subsidy	\$ -	\$ -		\$ 21,096	\$ 17,689	19.3%
AMTRAK Subsidy	\$ 6,814	\$ -		\$ 72,820	\$ -	
STATISTICS						
Passengers	14,921	14,191	5.1%	197,718	139,073	42.2%
Revenue Miles	41,738	41,744	(0.0%)	494,234	367,402	34.5%
Revenue Hours	1,565	1,541	1.6%	18,533	12,825	44.5%
Passengers/Day	497	473	5.1%	542	508	6.7%
Passengers/Weekday	584	-		670	-	
Passengers/Weekend	258	-		244	-	
PRODUCTIVITY						
Cost/Passenger	\$ 7.80	\$ 8.20	(4.9%)	\$ 6.95	\$ 7.59	(8.3%)
Revenue/Passenger	\$ 3.26	\$ 3.85	(15.3%)	\$ 3.25	\$ 2.85	14.1%
Subsidy/Passenger	\$ 4.08	\$ 4.35	(6.2%)	\$ 3.33	\$ 4.73	(29.6%)
Passengers/Mile	0.36	0.34	4.0%	0.40	0.38	5.7%
Passengers/Hour	9.54	8.44	13.0%	10.67	10.84	(1.6%)
Recovery Ratio	41.8%	46.9%	(11.0%)	46.8%	37.6%	24.5%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics reported are for the month of August 2005.
- New regulations regarding lunch and rest breaks went into effect August 1, 2005.
- Customer feedback information is for the month of August 2005.

III. DISCUSSION

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

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

New regulations requiring meal periods became effective August 1, 2005. This presented new scheduling challenges resulting in decreased driver productivity and increased use of supplemental service providers.

During the month of August, seven (7) complaints and one (1) compliment were received regarding service issues. One (1) of the complaints were found to be "not valid" when investigated. Of the five (5) valid complaints, three (3) were related to late pick ups, two (2) regarding driver conduct and one (1) complaint regarding the door-to-door service policy. In the two (2) cases that employee error was identifiable, counseling and/or retraining was provided.

5-8.1

Operating Statistics for August 2005

	Jan 05	Feb 05	Mar 05	Apr 05	May 05	June 05	July 05	Aug 05
Scheduled	7782	7154	8989	8628	9078	8186	7570	7935
Performed	6822	6804	7898	7405	7824	7181	6513	6799
Total miles	56,825	56,556	62,911	59,182	59,671	54,7883	50,755	56,599
Av tripmiles	6.54	6.20	6.09	6.12	5.80	5.77	5.86	6.03
Within ready window	89.65%	89.67%	90.64%	89.49%	92.05%	92.11%	91.97%	91.99%
Excessively late/missed trips	20	17	24	18	15	21	9	12
Monthly call volume	6606	6688	7361	6429	6778	6535	6163	N/A
Call average seconds to answer	23	52	33	24	25	24	36	N/A
Hold times less than 2 minutes	95%	87%	93%	94%	94%	94%	88%	N/A
Distinct riders	842	845	884	835	880	872	795	806
Most frequent rider	48 rides	50 rides	48 rides	58 rides	65 rides	65 rides	52 rides	49 rides
Shared rides	51.1%	52.1%	61.6%	59.4%	63.9%	60.0%	58.5%	58.9%
Passengers per rev hour	1.57	1.64	1.72	1.72	1.78	1.68	1.68	1.38
Rides by supplemental providers	15%	5.7%	5.4%	7.6%	5.5%	3.98%	5.47%	7.94%
SCT cost per ride	\$21.83	\$24.34	\$24.35	\$23.25	\$20.14	\$21.51	\$22.23	\$22.79
TME cost per ride	\$23.22	\$26.49	\$21.73	\$19.35	\$21.24	N/A	N/A	N/A
ParaCruz driver cost per ride	\$21.81 (est)	\$22.52 (est)	\$19.21 (est)	\$19.82 (est)	\$20.88 (est)	\$21.22 (est)	\$23.58 (est)	\$24.87 (est)
Rides < 10 miles	81.03%	80.41%	80.35%	80.44%	80.61%	80.83%	81.29%	82.85%
Rides > 10	18.97%	19.59%	19.65%	19.56%	19.39%	19.17%	18.71%	17.15%

5-8.2

Board of Directors
Board Meeting November 18, 2005
Page 3

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-8.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for August 2005 increased by 3.0% versus August 2004.
- Faculty / staff trips for August 2005 increased by 28.4% versus August 2004.
- Revenue received from UCSC for August 2005 was \$45,690 versus \$38,972 for August 2004, an increase of 17.2%.

August	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> - Faculty / Staff
2005	29,517	21,878	N/A	862.9
2004	28,654	17,034	N/A	701.0
Monthly Increase-(Decrease)	3.0%	28.4%	N/A	23.1%

III. DISCUSSION

UCSC ended Spring instruction on June 9, 2005. Fall instruction began on September 22, 2005. A summary of the results for August 2005 is:

- Student billable trips for August 2005 were 29,517 vs. 28,654 for August 2004, an increase of 3.0%.
- Faculty / Staff billable trips for August 2005 were 21,878 vs. 17,034 for August 2004, an increase of 28.4%.
- Average Faculty / Staff billable trips *per weekday* for August 2005 were 862.9 vs. 701.0 for August 2004, an increase of 23.1%.

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IV. FINANCIAL CONSIDERATIONS

NONE

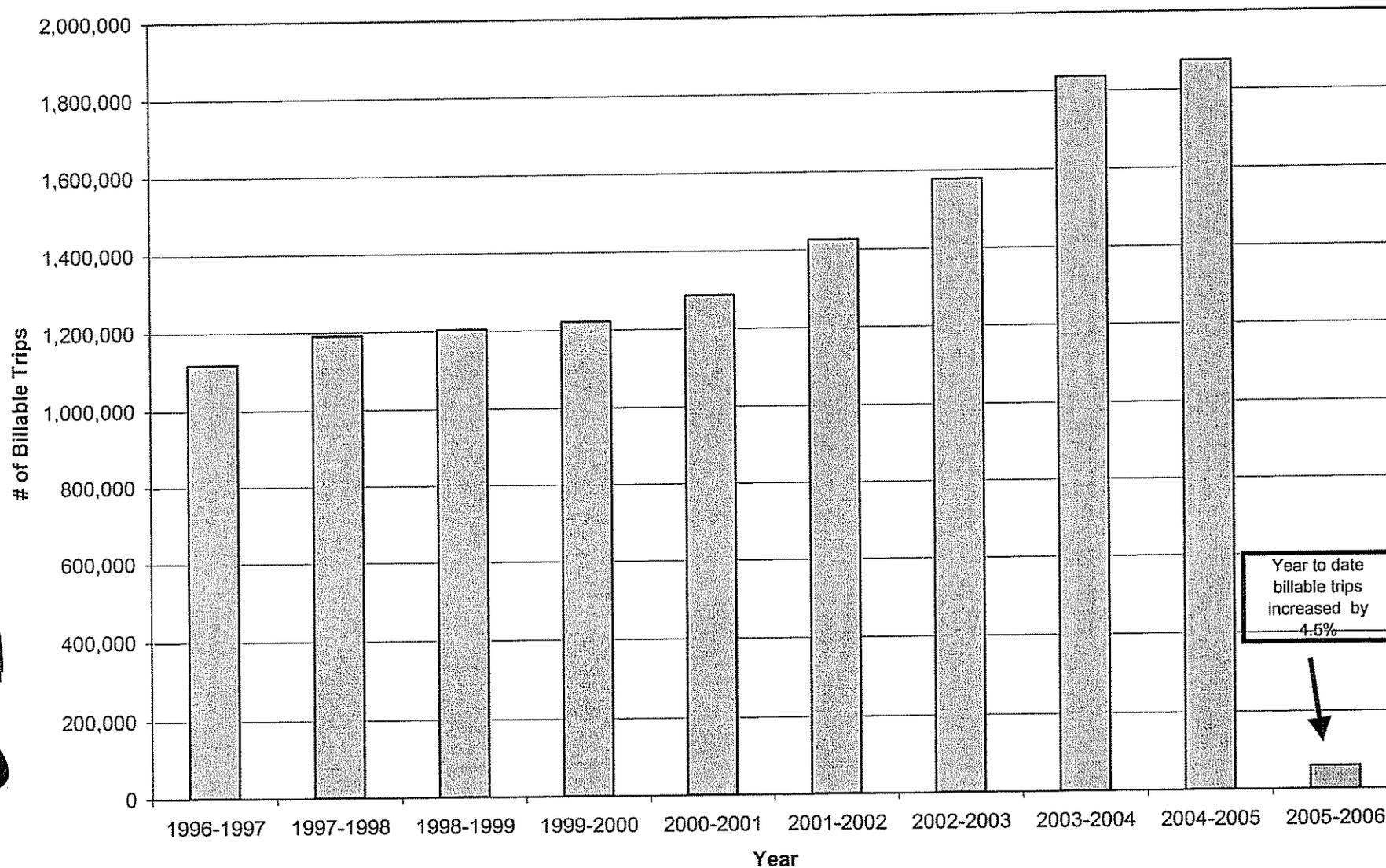
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-9.2

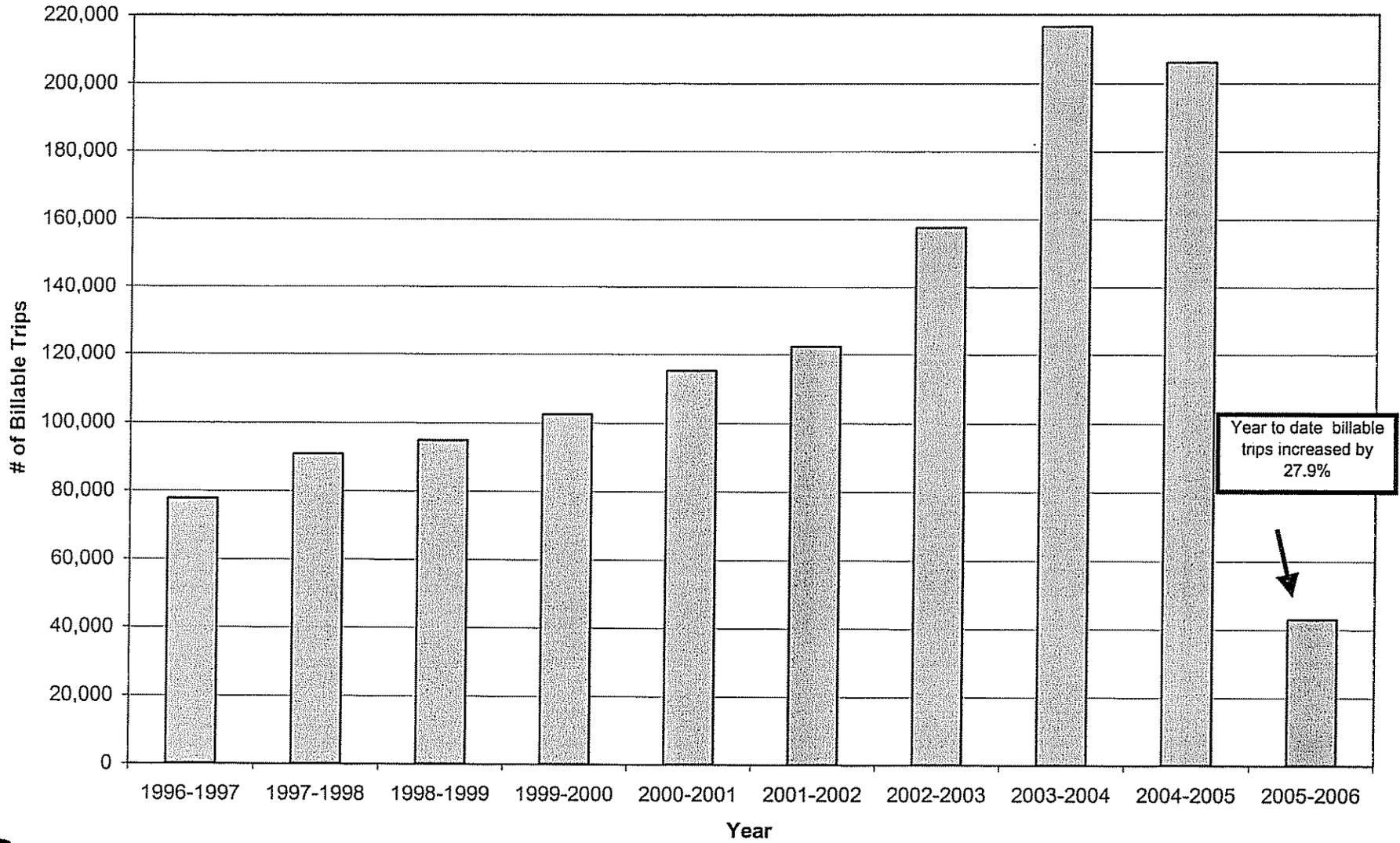
UCSC Student Billable Trips



S-9.a1

Attachment A

UCSC Faculty / Staff Billable Trips



S-9.b.1

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The Service Building from the MetroBase project has been repackaged and is scheduled to be released on November 16, 2005.
- On October 14, 2005, additional services were required from the Design Team to repackage the Service Building portion of the MetroBase Project to be bid as a separate contract. The estimated additional cost for the services was \$287,036 which was approved by the Board of Directors. After further analysis and negotiation by the METRO Project Manager and the Construction Engineer, the cost was reduced to \$161,840."
- On September 26, 2005, METRO rejected the bid from Hensel Phelps.
- On August 25, 2005, METRO received one bid for \$38,400,000 from Hensel Phelps Construction. Budget for construction is \$31,000,000.
- Last Addendum for IFB sent out August 18, 2005.
- Issuance of Invitation For Bids (IFB) were sent on June 1, 2005. IFB available to bidders on June 15, 2005 with a Pre-Bid Conference on June 29, 2005 and sealed bids due August 25, 2005 at 2 p.m.
- On June 29, 2005, representatives of eight general contractors and various subcontractors attended the Pre-Bid Conference.
- Real estate acquisition phase complete.
- Fleet maintenance Storage at 115 Dubois Street for bus parking complete.
- AB390 Reimbursement approved by California Transportation Commission on July 14, 2005.
- Federal Reauthorization Bill approved on July 29, 2005.

5-10.1

III. DISCUSSION

On August 25, 2005, Santa Cruz Metropolitan Transit District (SCMTD) received one bid for the MetroBase project. Hensel Phelps Construction provided the one bid at \$38,400,000. The budget for construction is \$31,000,000. Due to the bid being 27% over the engineers estimate, staff is working diligently to find other options that will continue the projects process. Staff rejected the bid on September 26, 2005. On October 14, 2005, additional services were required from the Design Team to repackage the Service Building portion of the MetroBase Project to be bid as a separate contract. The estimated additional cost for the services was \$287,036 which was approved by the Board of Directors. After further analysis and negotiation by the METRO Project Manager and the Construction Engineer, the cost was reduced to to \$161,840."

Soon after that, the RNL Design team, Harris & Associates, and METRO began repackaging a new bid for the Service Building from the MetroBase project. No new changes were needed for this repackage. New bid is scheduled for November 16, 2005. Bids will be due on December 13, 2005.

The completed components of the project for the review period are as follows:

A. Right Of Way (ROW)

- Ground-Breaking Ceremony was held on January 14, 2005.
- Land acquisition for 1122 River Street & 120 Golf Club Drive complete.
- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, and have relocated there.
- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. The site work construction of bus parking improvements complete. Site is fully operational.

B. Finance

- 25 Sakata Lane, Watsonville property is out on the market for \$3,900,000.
- The proposal by Hirsh & Associates has been reviewed and is a fair proposal. Hirsh & Associates is marketing the property to it's greatest ability.
- FTA approved concurrence letter with appraisal for Watsonville property.
- AB3090 approved by CTC on July 14, 2005 Meeting.
- Federal Reauthorization Bill (TEA-21) approved July 29, 2005.

C. Architectural & Engineering (A&E)

- Service Building from MetroBase schedule to be out for bids on November 16, 2005 with bids due on December 13, 2005.
- Rejected bid from Hensel Phelps on September 26, 2005.

5-10.2

- Final addendum for MetroBase IFB released August 18, 2005.
- Issuance of Invitation For Bids released June 1, 2005.
- Issuance of IFB and expression on intent to use sales tax backed debt presented to the Board of Directors on May 27, 2005.
- RNL Design presented to the Board of Directors options for bidding strategies in regards to cost, schedule, and benefits. Board of Directors approved one project bid option on February 25, 2005.

D. Construction Management (CM)

- Meetings were completed by Harris&Associates and METRO for the Service Building portion of the MetroBase Project.
- MetroBase Site Plan Check reviews completed by LP2A, City Of Santa Cruz Public Works, and Harris & Associates.

E. Construction Schedule

- Service Building repackage scheduled to released on November 16, 2005 and IFB due date is December 13, 2005.
- On September 26, 2005, METRO rejected the bid from Hensel Phelps.
- In August 25, 2005, SCMTD received one bid from Hensel Phelps Construction at \$38,400,000. Construction budget is \$31,000,000.
- IFB due date was extended to August 25, 2005 2:00pm PST.
- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10th, 2004. LNG tank was delivered in May 2005.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24th, 2004. CNG Vessels was delivered on March 2005.
- Nica DMT, demolition contractor, completed demolition on 1122 River Street and 120 Golf Club Drive on April 29, 2005.

IV. FINANCIAL CONSIDERATIONS

On October 14, 2005, additional services were needed to repackage the Service Building from the MetroBase Project. The total came out to be \$287,036. After further analysis since the meeting, the cost finalized to \$161,840.

The Service Building from the MetroBase Project has been repackage into a separate bid and schedule to be released on November 16, 2005 with bids due on December 13, 2005.

V. ATTACHMENTS

NONE

5-10.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

At the January Board of Directors Meeting of the Santa Cruz Metropolitan Transit District, the Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the October 6, 2005 Regular SCCRTC Meeting
Attachment B: Minutes of the October 20, 2005 Transportation Policy Workshop

5-11.1

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Minutes

Thursday,
October 6, 2005
9:00 a.m.

Scotts Valley City Council Chambers
1 Civic Center Drive
Scotts Valley, CA

1. Roll Call

Members Present: Jan Beautz Ellen Pirie
 Dene Bustichi (Alt.) Emily Reilly
 Gustavo Gonzalez (Alt.) Andy Schiffrin (Alt.)
 David Koch Pat Spence
 Randy Johnson Mark Stone
 Kirby Nicol (Alt.) Marcela Tavantzis
 Tim Gubbins (ex-officio)

Staff Present: Pat Dellin Luis Mendez
 Karena Pushnik Gini Pineda
 Kim Shultz Grace Blakeslee
 Cory Caletti

2. Oral Communications

Bonnie Morr, UTU Local 23, said that there was nothing on the agenda addressing the bus strike noting that the SCCRTC is the funding agency for the Metro. She said there was an emergency situation for stranded riders and asked the Commission to give direction to transit board

Carolyn Derwing said many passengers have no other options. She said the Metro could hold an emergency meeting with only 24 hours notice and that the transit district was saving money every day of the strike.

Susan Kidman reiterated that those most heavily impacted were students and the elderly. She asked why SCMTD Board Chair Keogh remained on vacation during an emergency.

Tony Tichner reminded everyone that an agreement had been reached between the union team and the management team with

5-11.91

the help of state mediation, had been signed by all parties concerned and that the Board reneged on the agreement. He asked if this was the way to do business.

Serena Tovar, a driver since 1985, said that many passengers do not understand why drivers are being treated with disrespect and that job stability rests completely on the outcome.

George Felder, an operator for 22 years, said that faith had been broken during negotiations. As a voter, he questioned the validity of having board members that are appointed. He said they were unelected, unaccountable and unaware. He asked why the board was not currently negotiating and if people wanted their students hitchhiking.

Bruce Grobman said that the transit system has the responsibility to provide safe, reliable and affordable transportation; that the Board is responsible to see that it happens; and that operators are to carry out the contract. He said that service interruption constitutes a state of emergency.

Mark Saunders said lack of mass transit is an emergency.

Peter Prince, a 26 year veteran driver, said the last strike was in 1980 and that this is the first time ever that the board reneged on an agreement negotiated by management team.

James Taylor said he was part of the union's negotiating team and that on 9/8/05 at 1:30 a.m., in the presence of the state mediator, the negotiating team concluded that no contract agreement could be met. He said that SCMTD General Manager Les White and UTU representative Bonnie Morr signed an agreement that there would be no strike and no lockout until June 2006 and that this agreement would have kept the buses going but was rejected by the board.

Michael Steber said that for 26 years he has worked hard to stay in this county. He said that bus drivers need to be well trained and need to be able to deal with the public, safe driving issues, congestion and frustrations from other drivers directed at buses. Drivers need to be safe to provide safety.

5-11.22

Bonnie Morr said that there were enough SCCRTC Commissioners at the meeting to make up a quorum for the Metro Board and that they could hold an emergency meeting.

Eduardo Montisito said he wants to be driving his bus and called on the Board members to show leadership.

Jukka Naukkarrinen said that the Metro Board should be elected and not appointed.

Francisco Estrada asked who gave the Board of Directors the right to put the public in the position they are in, adding that the Board broke an agreement and said that if drivers did the same thing, they would be fired.

Carol Moore said she is a driver and a registered voter and will not vote the Board members in again.

John Otto said that he thinks the reason that the Board is waiting to continue negotiations is to save money and that the Board is treating the public like dirt.

Chair Ellen Pirie commented that the SCCRTC is not the Metro Board and while the Commission provides funding for the SCMTD, the Metro contract is with the Metro board.

3. Additions or Deletions to Consent and Regular Agendas

Commissioner Spence asked to pull Item 6 from the Consent Agenda. It was designated as Item 27.1.

Commissioner Beautz asked to pull Item 9 from the Consent Agenda. It was designated as Item 27.2.

Acting Executive Director Pat Dellin noted that Commissioners had received the Correspondence Log (Item 16), additions to Items 25 and 26, and replacement pages for Item 27 with the new language underlined.

CONSENT AGENDA (Schiffrin/Reilly) as amended

4. Approved Minutes of the September 1, 2005 Regular SCCRTC Meeting

POLICY

No consent items

5-11.23

PROJECTS and PLANNING

5. Accepted Status Report on Highway 1 Projects
6. Accept Update on Agency Responses to Paratransit Coordination Task Force Recommendations - Moved to Item 27.1
7. Approved Staff Recommendations Regarding the Agricultural Appointment to the Monterey Bay Sanctuary Scenic Trail Committee

COMMISSION BUDGET AND EXPENDITURES

8. Approved Budget & Administration/Personnel Committee, County Staff and RTC Staff Recommendations Regarding Contract for Recruitment Services for the SCCRTC Executive Director (Resolution 04-06)
9. Approve Staff Recommendations Regarding Support for Grant Applications from the Association of Monterey Bay Area Governments (AMBAG) - Moved to Item 27.2
10. Approved Staff Recommendation Regarding Transportation Research Board (TRB) Out-of-State Travel Authorization

ADMINISTRATION

11. Approved Commission Meeting Schedule for Next Calendar Year

COMMITTEE MINUTES

12. Accepted Draft Minutes of the Bicycle Committee Meeting of August 8, 2005
13. Accepted Draft Minutes of the September 8, 2005 Budget and Administration/Personnel Committee Meeting

INFORMATION/OTHER

14. Accepted Monthly Meeting Schedule
15. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter to County of Santa Cruz Planning Department Regarding Initial Study for the Home Depot on 41st Avenue
 - b. Quarterly Report on Environmental Document Review

5-11.24

16. Accepted Correspondence Log (distributed at the meeting)
17. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues
 - a. Letter to Gregg Albright, Caltrans District 5 Director, Regarding ITIP/RTIP Partnership for the Highway 1 Auxiliary Lane Project
18. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
19. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
20. Accepted Information Items
 - a. Letter from Caltrans Regarding the Bicycle Transportation Account (BTA) FY 06/07 Funding Cycle
 - b. Letter from Caltrans Regarding the Home Depot and Safeway Development
 - c. "Mr. Road Show: Litter on State Highways" Article from the San Jose Mercury

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

21. Approved Staff Recommendations Regarding Contract for Digital and TTY Upgrades for Santa Cruz County Call Boxes (Resolution 05-06)
22. Accepted 2004 "Safe on 17" Program Annual Report (Resolution 06-06)

REGULAR AGENDA

23. Commissioner Reports - None
24. Director's Report

Acting Executive Director Pat Dellin said that the Commission tries to help people that are stranded to find transportation alternatives for getting to work or school through the Commute Solutions program. She said that the Commission works with major employers and schools to encourage van and car pooling and that the public can call 429-POOL or visit the Commute Solutions website for more information.

5-11.a5

25. Caltrans Report

Tim Gubbins, Deputy Program Manager spoke about the GO California Project and said there would be eight regional workshops throughout the state and that one would be held in San Luis Obispo on October 19th.

Commissioner Reilly said that the responses from District 5 to the questions she raised at the previous meeting did not completely answer her questions. Ms. Reilly, referring to changes in audible signals on Mission Street, said she had never received complaints that the original signals didn't work but has received thirty-two complaints about the changes. She asked for a more detailed report that includes why the signals were changed, who complained, and whether anyone worked with the manufacturer.

Commissioner Beautz asked for the report on congestion at 41st Avenue that she had requested at the previous meeting. Mr. Gubbins said he would look into it.

26. Status Report on Highway 1/17 Merge Lanes Project

Acting Executive Director Pat Dellin presented Tim Gubbins and Jennifer Calate, Caltrans District 5, with certificates of appreciation and a gift basket to acknowledge the hard work that Caltrans did in getting the Highway 1/17 Project before the California Transportation Commission at their September meeting. She especially thanked Tim Gubbins and Project Manager Luis Duazo for working with Caltrans headquarters to rearrange its priorities to ensure that the project was ready for a funding consideration by the California Transportation Commission.

Commissioner Pirie read the certificates praising them for accomplishing what was thought to be impossible.

Acting Executive Director Pat Dellin said the next phase of the project will include a three-year construction schedule and a public information plan. She said that more information will be available at the November Regional Transportation Commission meeting.

27. Transportation Funding Program Task Force

Senior Planner Karena Pushnik gave the staff report saying

5-11.26

that the Commission had approved a Transportation Funding Task Force of about 70 members and ten ex-officio members at its last meeting. She said that the Budget and Administration/Personnel Committee reviewed the preliminary budget and requested additional information which will be provided at its October meeting. Per the Committee's discussion, staff began identifying grant and private funding sources including grants administered by Caltrans. Ms. Pushnik said that the application deadline for the FY06-07 grant cycle is October 14th and that staff recommends applying for grant funding prior to the Committee meeting in order to meet the deadline. She said the most applicable grant would be the Environmental Justice/Context Sensitive Planning grant. She added that staff recommends adding a Native American representative to the Task Force to conform to specified grant requirements.

After discussion, Commission Alternate Schifffrin moved to approve the staff recommendations that the Regional Transportation Commission:

1. Authorize staff to apply for a Caltrans Transportation Planning-Environmental Justice Grant in the amount of \$135,000 for Transportation Funding Task Force activities next fiscal year (FY 2006-07) contingent upon approval of work by the Budget & Administration/Personnel Committee at its next meeting;
2. If first recommendation is approved, add a seat at the Task Force representing Native Americans;
3. Direct staff to solicit letters of support from agencies and community based organizations for the transportation planning grant, especially from low income, minority, Native American and other under-represented communities; and
4. Direct staff to solicit applications for the three RTC-appointed positions and return to the December meeting with an applicant list.

Commissioner Reilly seconded and the motion passed unanimously.

27.1 Accept Update on Agency Responses to Paratransit Coordination Task Force Recommendations - Formerly Item 6

Commissioner Spence said that she had difficulties correlating the Community Bridges' responses to recommendations of the Paratransit Coordination Task Force

5-11.27

with the Task Force's recommendations. Ms. Spence also had questions regarding taxi scrip. She suggested that Community Bridges provide a report giving an overview of the program, how it is operated, the amount of funding it receives, how many people are on the waiting list and how the list is purged of people who no longer qualify. She said the report was not urgent.

Commission Alternate Schiffrin moved and Commissioner Spence seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Review the Community Bridges response to the Paratransit Coordination Task Force Recommendations;
2. Direct staff to contact the entities who have not yet responded to the Task Force recommendations to obtain a status report on their response; and
3. Direct staff to return to a future RTC meeting with recommendations from the Elderly and Disabled Transportation Advisory Committee (E/D TAC) and a status report on further responses to the Task Force recommendations

with the added direction to request a report from Community Bridges regarding the taxi scrip program.

- 27.2 Approve Staff Recommendations Regarding Support for Grant Applications from the Association of Monterey Bay Area Governments (AMBAG) - Formerly Item 9

Commissioner Beautz expressed concerns about the request that the Commission provide staff services as an in-kind match for AMBAG's grant applications, noting that the Commission doesn't get staff services from AMBAG in return.

Acting Executive Director Pat Dellin said she shared the concern and that she has told the AMBAG Executive Director that RTC staff is overtaxed. Ms. Dellin pointed out, however, that this kind of participation with AMBAG helps with communication with that agency, especially regarding issues that impact the RTC but in which the Commission was not directly involved. Ms. Dellin said that probably all four of the grant requests will not be approved and when or if one does, staff will return to the Commission for approval and to decide if it is a priority at the time. She said that the key issue is that AMBAG needs a local match in order to get state and federal money. She noted

S-11.a8

that allocating RTC staff time was not being decided today.

Commissioner Beautz suggested writing to AMBAG and asking them to ask the Commission before assuming SCCRTC staff time as an in-kind match.

Commissioner Beautz moved and Commission Alternate Schiffirin seconded to approve the staff recommendations that the Regional Transportation Commission indicate its support for four grant applications submitted by AMBAG.

The motion passed unanimously.

CLOSED SESSION

28. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

29. Acquisition of the Santa Cruz Branch Rail Line

Senior Planner Luis Mendez summarized his staff report saying that to produce the right-of-way maps, various data sources are used including the preliminary title report, aerial photography, Union Pacific valuation maps and county parcel maps, which don't always line up. To improve alignment of the data sources, more work is required than originally anticipated at a cost of \$9,000. Mr. Mendez said that the maps will be on the website when they are completed in the beginning of November.

Commissioners discussed the increase.

Commission Alternate Schiffirin moved to approve the Rail Acquisition Task Force and staff recommendations that the Regional Transportation Commission:

5-11.a9

1. Approve a resolution authorizing the Executive Director to expend an additional \$9,000 to complete the Santa Cruz Branch Rail Line ROW maps; and
2. Accept this status report on other activities regarding the Santa Cruz Branch Rail Line Acquisition project.

Commissioner Reilly seconded and the motion (Resolution 07-06) passed unanimously.

30. Next Meetings/Adjournment

The meeting adjourned at 10:40 a.m.

The next Transportation Policy Workshop is scheduled for Thursday, October 20, 2005 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, November 3, 2005 at 9:00 a.m. at the Watsonville City Council Chambers, 215 Union Street, Watsonville, CA 95076.

Respectfully submitted,

Gini Pineda, Staff

5-11.210

ATTENDEES

Tyrone Phillips	UTU
Bill DeVivo	UTU
George Felder	UTU
Peter Prince	UTU
Serena Tovar	UTU
Bonnie Morr	UTU
Bruce Grobman	UTU
Domingo Tovar	UTU
Mark Saunders	UTU
Bill Comfort	
Carol Moore	UTU
Brenda Malphrus	UTU
Lynn Hersey	UTU
Genevieve Bookwalter	UTU
Cliff Walters	Sierra Railroad
Ken Kannegaard	Cemex
Carolyn Derwing	UTU
Susan Kidman	UTU
Tony Tichner	UTU
James Taylor	UTU
Michael Steber	UTU
Eduardo Montisito	UTU
Francisco Estrada	UTU
John Otto	UTU

5-11.a11

REGIONAL TRANSPORTATION COMMISSION

Transportation Policy Workshop

MINUTES

Thursday, October 20, 2005

9:00 am

SCCRTC Conference Room

Santa Cruz, CA 95060

Members Present: Jan Beautz Kirby Nicol (Alt.)
 Dene Bustichi (Alt.) Ellen Pirie
 Tony Campos Andy Schiffrin (Alt.)
 Randy Johnson Pat Spence
 Mike Keogh Mark Stone
 David Koch (Alt.) Rich Krumholz (ex-officio)

Members Absent: Emily Reilly

Staff Present: Pat Dellin Luis Mendez
 Cory Caletti Tegan Speiser
 Gini Pineda Karena Pushnik

1. Introductions

Self-introductions were made.

2. Oral Communications

Dan Stevenson, Metro driver, read a letter that said the Metro board does not practice responsible budgeting and is hiding millions of dollars in the budget. He said that no transportation experience is needed to be a board member, that some board members are appointed and not elected, and that the board is trying to pit riders against the drivers.

Bruce Grobman said as a tax payer he felt concern because the SCMTD is still collecting sales tax but is not providing the services for which the tax money is intended.

Acting Executive Director Pat Dellin announced that a public hearing on the Soquel/Morrissey Auxiliary Lanes Project would be held the evening of November 17, 2005 at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz beginning with an open house at 6pm and the public hearing at 7:15 pm.

Bill Comfort asked if the old (FREQ) traffic flow studies prepared for the Project Study Report that showed the advantages of widening Highway 1 would be available at the Open House. Senior Planner Kim Shultz explained that these studies addressed more issues than the auxiliary lanes project and would not be appropriate for the public hearing.

5-11.61

- 3. Additions/Deletions to the Agenda - None
- 4. Executive Director Recruitment

Acting Executive Director Pat Dellin reviewed the timeline and scope of work for the recruitment of a permanent Executive Director.

Commissioner Reilly moved and Commission Alternate Schiffirin seconded to approve the staff recommendations that the Regional Transportation Commission:

- 1. Accept the attached timeline and scope of work from CPS Executive Search/CSAC Human Resources Advisory Services to assist the RTC in recruiting and hiring a permanent Executive Director; and
- 2. Direct staff to include the recruitment on the agenda for the RTC's November 3rd meeting, focusing on discussion lead by John Shannon, the lead from CPS Executive Search, to confirm the strategy for the recruitment and to develop the profile of desired professional and personal qualities of the successful candidate.

The motion passed unanimously.

The meeting adjourned into Closed Session at 9:25 am.

Closed Session

- 5. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator:	Kirk Trost, Miller, Owen & Trost
Negotiation Parties:	SCCRTC, Union Pacific
Under Negotiation:	Price and Terms

Open Session

The meeting reconvened into Open Session at 10:05 am.

Commission Alternate Gonzalez replaced Commissioner Campos.

- 6. Santa Cruz Branch Rail Line Acquisition – Coastal Conservancy Reimbursable Grant

Acting Executive Director Pat Dellin gave the staff report and explained that the Rail Acquisition Task Force worked with staff and the negotiation consultant over several months to negotiate the attached language for the Coastal Conservancy Reimbursable Grant Agreement. She added that the grant would be repaid when State Transportation Improvement Program (STIP) funds became available. She stressed that the agreement

5-11.62

would not be put before the SCCRTC to be signed until and unless the California Transportation Commission (CTC) approved an AB3090 reimbursement designation that would ensure receipt of the STIP funding. Ms. Dellin added that Clause #11 of the restrictive covenants language was not approved by the Coastal Conservancy staff and should be removed, as recommended by the Rail Acquisition Task Force.

Commissioners discussed language in the agreement with special attention to payback requirements and restrictive covenants.

Paul Chrisman, Miller, Owen & Trost, participated in the discussion via telephone conference. He explained that the restrictive covenants served as an added assurance to the Coastal Conservancy that the SCCRTC would not do anything to obstruct the shared goal of building a trail along the right-of-way, where feasible and cost efficient. From the RTC's perspective, the proposed covenants do not oppose or impede the goals of the SCCRTC regarding acquisition of the right-of-way.

It was noted that the agreement had been reviewed by County Counsel.

Commissioner Spence asked if this agreement with the Coastal Conservancy affected continuation of freight service and other potential transit service including bus transit.

Paul Chrisman assured her that it did not.

In response to a question, Acting Executive Director Pat Dellin clarified that the RTC would not sign the Declaration of Restrictive Covenants until the end of the RTC's negotiations with Union Pacific, and that today's action was to have the Coastal Conservancy board allocate the funds.

Commission Alternate Schiffirin moved and Commissioner Reilly seconded to approve the Rail Acquisition Task Force (RATF) and staff recommendations that the Regional Transportation Commission:

1. Approve language to be incorporated into the Coastal Conservancy Reimbursable Grant Agreement to repay the Reimbursable Grant, contingent on CTC approval of an AB3090 reimbursement designation for the Santa Cruz Branch Rail Line Acquisition project;
2. In the event that the CTC does not allocate the AB3090 Reimbursement funds by the end of FY10/11, commit to programming RSTPX funds in the Regional Transportation Improvement Program (RTIP) at the rate of \$1 million per year starting in FY10/11 until the Reimbursable Grant is repaid; and
3. Approve the Declaration of Restrictive Covenants language for the Coastal Conservancy reimbursable grant.

with the amendment that Clause #11 be deleted from the restrictive covenants language on Attachment 2.

5-11.63

The motion passed with Commissioners Schiffrin, Stone, Pirie, Gonzalez, Beautz, Koch and Bustichi voting "aye" and Commissioners Kirby, Keogh, Spence and Johnson voting "no".

7. Next Meetings / Adjournment

The next regular RTC meeting will be held Thursday, November 3, 2005 at 9:00 a.m. at the Watsonville City Council Chambers, 215 Union Street, Watsonville, CA.

The next Transportation Policy Workshop will be held Thursday, November 17, 2005 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

An Open House/Public Information Meeting and Public Hearing on the Highway 1 Soquel/Morrissey Auxiliary Lane Project is scheduled for Thursday, November 17, 2005 at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz CA 95060. The Open House will begin at 6:00 p.m. and the Public Hearing will begin at 7:15 p.m.

Respectfully submitted,

Gini Pineda, Staff

5-11.64

ATTENDEES

Dan Stevenson

Rahn Garcia

Cliff Walters

Bill Comfort

Jose Herrera

John Otto

Donna Ziel

Bob Scott

Genevieve Bookwalter

Chuck Greer

Gustavo Gonzalez

County Counsel

Sierra Railroad

Alternate for Mark Stone

SCCRTC Consultant

Sentinel

Alternate for Tony Campos

\\Rtcserv1\Shared\TPW\TPW 2005\TPWOct05\TPW Minutes 1005.doc

5-11.65

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAMS

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Claremont Behavioral Services for employee assistance programs.

II. SUMMARY OF ISSUES

- The District has had a contract with Claremont Behavioral Services to provide employee assistance programs for the past three years.
- The current contract, approved by the Board of Directors on October 25, 2002, was for a term of two years with three (3) one-year options for renewal.
- Claremont Behavioral Services has provided excellent service and a one-year extension of the contract is recommended.

III. DISCUSSION

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

On July 5, 2002, District Request for Proposal No. 02-02 was mailed to several firms and was legally advertised. On August 2, 2002, proposals were received and opened from five (5) firms. On October 25, 2002, the Board of Directors authorized the General Manager to execute a two-year contract with the option of three (3) one-year extensions with Claremont Behavioral Services. Claremont Behavioral Services has provided excellent service and District employees have used the programs significantly. The average in this industry for the number of employees using the service is 5%. The attached Claremont report (Attachment A) shows that the District usage was at 10.8 % for the year. Claremont Behavioral Services has proposed a rate increase from \$3.20 per employee per month to \$3.35 per employee per month for the next contract

5-12.1

period (4.7 % increase). This proposed rate is still competitive with the rates received from other service providers over three years ago.

District staff recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of the District and allow a rate increase to \$3.35 per employee per month.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget. The estimated annual budget for this contract based on 331 employees is approximately \$12,710.

V. ATTACHMENTS

Attachment A: Letter from Claremont Behavioral Services, Inc.

Attachment B: Contract Amendment

5-12.2

CLAREMONT EAP**EMPLOYEE ASSISTANCE PROGRAM
RENEWAL**

Group:		Santa Cruz Metropolitan Transit District	
Renewal Date:		December 1, 2005	
Number of Employees:		314	
CURRENT RATE	\$3.20	RENEWAL RATE	\$3.35

Claremont would like to extend the EAP contract for an additional year from 12/1/2005-11/30/2006, but would ask that the district consider the above rate increase

The District's utilization has been extremely high at an average of 16% during the first 3 years. The average in this industry is around 5% so usage is still quite high at 11% during the last 12 months.

The above rate will be in effect for twelve (12) months from the renewal date.

The following services will continue to be included for this plan year:

- 3 Counseling Visits per Family Member per Incident
- Legal/Financial Consultations
- Elder/Child Care Referrals
- School/College Assistance
- Pet Care Referrals
- Adoption Assistance
- 8 Free Brown Bag Seminars per Contract Year
- 3 Hours Onsite for Critical Incident Stress Debriefings (CISD's) per Incident
- Unlimited HR & Management Consultations
- 8 Free Hours for Orientations/Health Fairs/Open Enrollment per Contract Year
- Semi-Annual Utilization Reports

Claremont remains committed to do "whatever it takes" to meet your needs. Please let me know if you have any questions.

Best Regards,

LAURIE B. SLEZ
Director of Account Services
510-995-1107

5-12. a1

CLAREMONT EAP

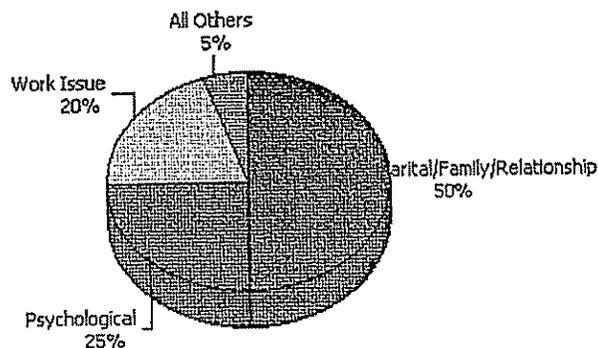
Santa Cruz Metropolitan Transit District
Annual Utilization Report

Reporting Period: 9/1/2004 to 8/31/2005

Total Utilization Based on 314 Employees

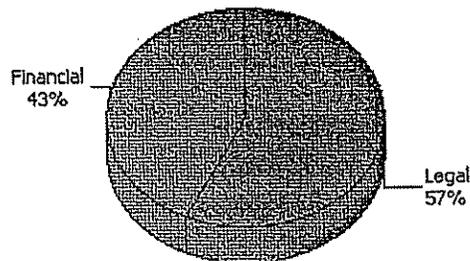
	<u>Cases This Year</u>	<u>Cases Last Year</u>	<u>Annual Utilization</u>
Total Cases	34	39	10.8 %
Clinical	20	22	6.4 %
Life Management	14	17	4.5 %

New Cases: Clinical



	<u>This Year</u>
Total Clinical Cases	20
Marital/Family/Relationship	10
Psychological	5
Work Issue	4
Addiction/Substance Abuse	1
Medical	0

New Cases: Life Management



	<u>This Year</u>
Total Life Mgmt Cases	14
Legal	8
Financial	6
Child Care	0
Community Referral	0
Elder Care	0

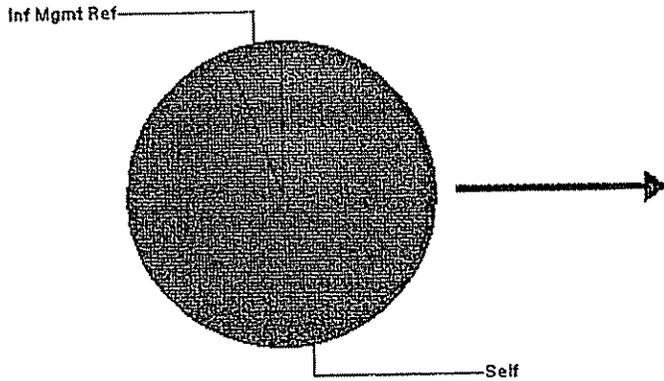
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CLAREMONT EAP

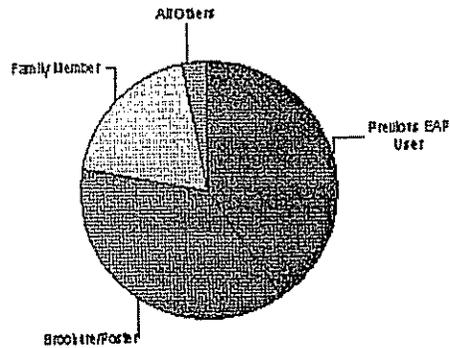
Santa Cruz Metropolitan Transit District Annual Utilization Report

Reporting Period: 9/1/2004 to 8/31/2005

Referral Type for New Clinical and Life Management Cases



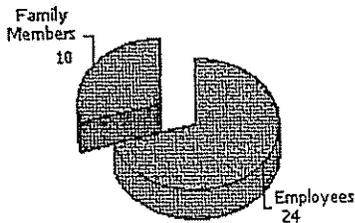
Source of Self-Referrals



<u>Referral Type</u>	<u># of cases</u>	<u>% of cases</u>
Self	32	94.1%
Informal Management Referral	2	5.9%
Total	34	100.0%

<u>Self-Referrals</u>	<u># of cases</u>	<u>% of cases</u>
Co-Worker	1	3.1%
Brochure/Poster	12	37.5%
Family Member	6	18.8%
Previous EAP User	13	40.6%
Total	32	100.0%

New Cases: Employees vs. Family Members



	<u># of cases</u>	<u>% of cases</u>
Employees	24	70.6%
Family Members	10	29.4%
Total	34	100.0%

CLAREMONT EAP

Santa Cruz Metropolitan Transit District Annual Utilization Report

Reporting Period: 9/1/2004 to 8/31/2005

Organizational Consultations

Number of Organizational Consultations	1
Consultation Issues*	Frequency*
Other Organizational Problem	1

* A single consultation may involve more than one issue, and thus the frequency reflects the total count for each type of issue across all consultations.

Account Services

Date of Service	Service Description
September 1, 2004	Publicity Materials Sent: 100 brochures
November 2, 2004	Distributed Resource Packet (Holiday Stress)
December 1, 2004	Report Sent
January 11, 2005	Distributed Newsletter (1st Quarter)
April 14, 2005	Distributed Newsletter (2nd Quarter)
May 9, 2005	Publicity Materials Sent: 50 other document(s)
June 1, 2005	Report Sent
July 5, 2005	Distributed Newsletter (3rd Quarter Newsletter)

5-12.24

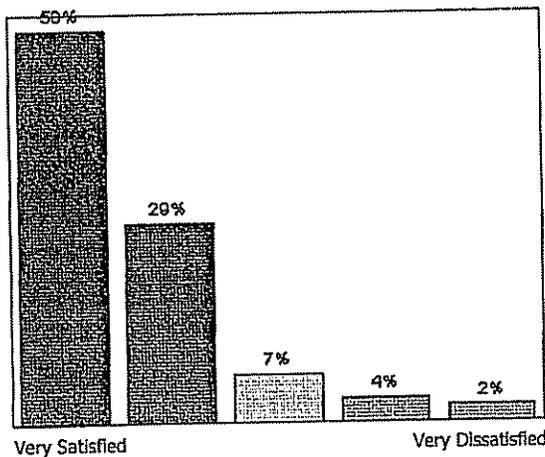
CLAREMONT EAP

Santa Cruz Metropolitan Transit District Annual Utilization Report

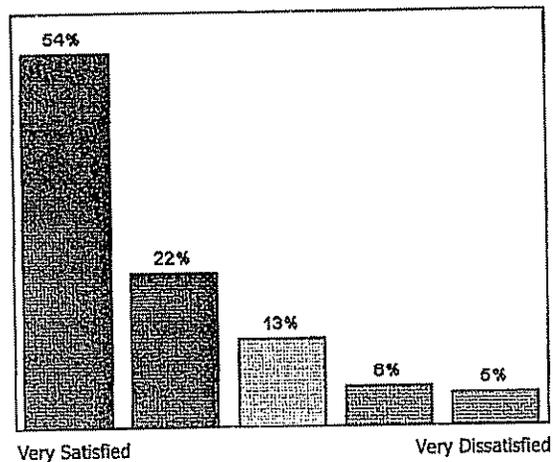
Reporting Period: 9/1/2004 to 8/31/2005

Client Satisfaction*

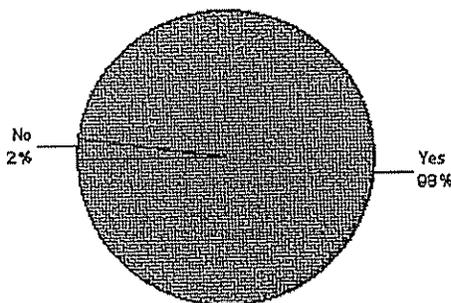
Satisfaction with Initial Call



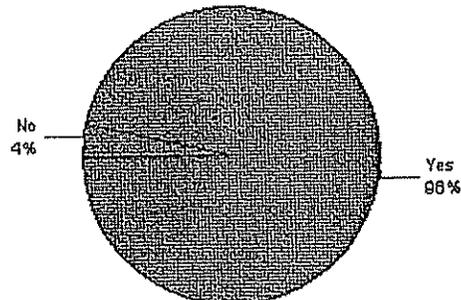
Satisfaction with EAP Counselor



Was Initial Appointment with the EAP scheduled in a timely fashion?



Would Recommend the EAP to a friend or colleague?



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

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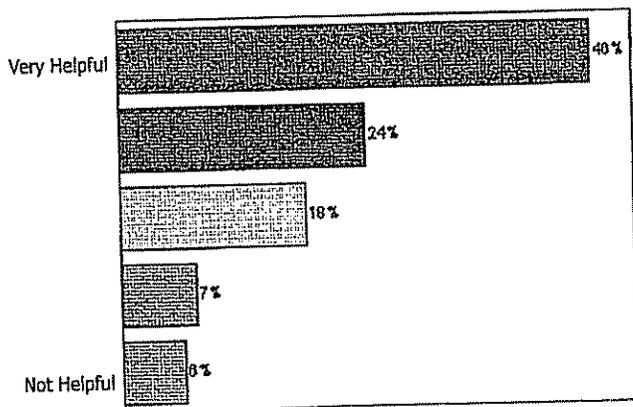
CLAREMONT EAP

Santa Cruz Metropolitan Transit District Annual Utilization Report

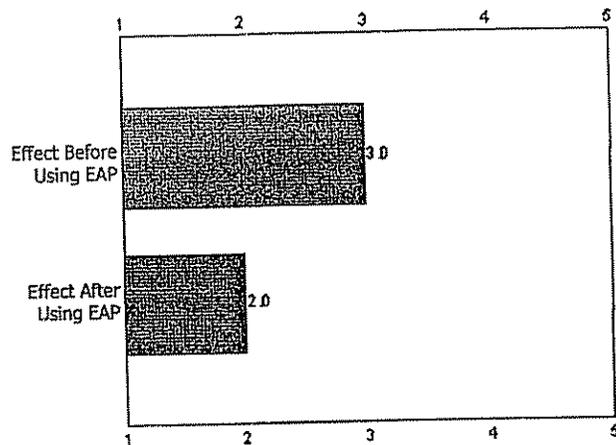
Reporting Period: 9/1/2004 to 8/31/2005

Clinical Case Outcomes*

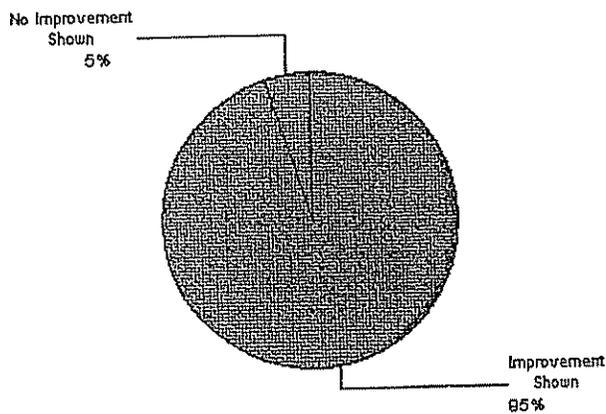
Self-Reported Helpfulness of EAP
in Resolving Issue



Self-Reported Effect of Issue on
Work Performance



Provider Reported Rating of Client Improvement



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly

5-12.a6

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SECOND AMENDMENT TO CONTRACT NO. 02-02
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

This Second Amendment to Contract No. 02-02 for Employee Assistance Program Services is made effective December 1, 2005 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Claremont Behavioral Services, ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Employee Assistance Program Services ("Contract") on December 1, 2002.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor requested a rate increase for the new contract term.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This contract shall continue through November 30, 2006. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective December 1, 2005, District shall compensate Contractor at a rate of \$3.35 per employee per month.

IV. REMAINING TERMS AND CONDITIONS

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

SIGNATURES ON NEXT PAGE

5-12. b1

V. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CLAREMONT BEHAVIORAL SERVICES.

By _____

Tom Bjornson
President, CEO

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-12.b2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF JULY, AUGUST AND SEPTEMBER 2005

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 48 routes serving approximately 1,050 bus stops. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003, the Talking Bus was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes, including the Highway 17 service were equipped with the Talking Bus Technology and the system was fully operational.

III. DISCUSSION

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stops were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audits. Robert S. Bortnick & Associates was authorized 100 hours to conduct a survey at a cost of \$5,000.00 each quarter. METRO has 48 routes serving approximately 1,050 bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622. On July 25, 2003 the Talking Bus was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology. On that date the Talking Bus equipment was fully operational on all of METRO's fixed routes.

Attachment A details the results of the current audit for the period July 1, 2005 through September 26, 2005. The results of the audit indicate a compliance rate of 97.8%. Attachment B

5-13.1

provides the results of the call stop audits since the Talking Bus Technology has been in operation, 2003.

All compliance issues are referred to the Operations Department for review and appropriate action. Equipment malfunctions are referred to the Maintenance Department and programming errors are referred to the IT Department.

Additionally, METRO's contract security guards complete random external route announcement checks of at least 25 buses per day, verifying that each bus announces the route four times within a 2-minute period, prior to the bus' departure from Pacific Station. During this period, July 1st through September 26, 2005, the security guards documented that of the 25 buses that they audited daily for an 88-day period, only 20 failures occurred during the period. Therefore, of the 8,800 possible external announcements (88 days X 25 buses X 4 announcements per bus) the announcements were properly announced 8,780 times and failed 20 times (5 buses X 4 announcements for each bus) during the period. (99.8%)

IV. FINANCIAL CONSIDERATIONS

Randomly conducted call stop compliance audits cost approximately \$20,000.00 per year.

V. ATTACHMENTS

Attachment A: Stop Announcement Audit Results (July-September 2005)

Attachment B: Summary of Audit Results

S-13.2

ROBERT S. BORTNICK & ASSOCIATES
PRIVATE INVESTIGATION

CRIMINAL/CIVIL
CA LIC. NO. P111733

136 VERNON STREET
SANTA CRUZ, CALIFORNIA 95060
TELEPHONE (831) 423-5122
FAX (831) 459-0430
E-MAIL: BortnickPI@yahoo.com

STOP ANNOUNCEMENT AUDIT RESULTS (JULY – SEPTEMBER 2005)

Statistical Summary

Total number of trips surveyed _____ 68
Total number of trips with talking buses _____ 68 (100%)
Total number of stop announcements surveyed _____ 2,420
Total number of stop announcements made _____ 2,367 (98%)
Total number of stop announcements missed _____ 53

Note: Audit includes fewer hours than prior quarters, due to bus operator strike

Key to Codes

C = operator change mid-route
E = external announcement failure(s)
M = missed announcement(s)

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
3B – Mission & Nat Brdgs		2223	09/06/05	40	1	M
4 – Harvey Wst/Paradise		9806	08/31/05	27	0	
7 – Beach Lighthouse		9803	09/06/05	27	0	

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
7N – Beach Nt/Cap Mall		9808	08/30/05	32	1	M
7N – Beach Nt/Cap Mall		2221	09/24/05	33	1	M
7N – Beach Nt/Metro Ctr		2221	09/23/05	18	0	
9 – Prospect Hts/Emeline		9827	08/12/05	18	0	E
10 – UC High St		2230	08/31/05	18	0	
10 – UC High St		9827	09/12/05	15	1	M
10 – UC High St		9827	09/12/05	15	1	M
13 – UC High St		9814	09/20/05	19	0	
15 – Laurel West		9839	09/20/05	12	0	
15 – Laurel West		9840	09/21/05	29	0	
16 – Laurel East		9812	09/12/05	18	0	
16 – Laurel East		2233	09/24/05	31	0	
19 – UC Lower Bay Wknd		9823	09/24/05	41	0	
19 – UC Lower Bay		2215	09/12/05	21	0	
19 – UC Lower Bay		2215	09/21/05	35	3	M
20 – UC Westside		2226	08/31/05	22	1	M
20 – UC Westside		2208	09/22/05	51	1	M
31 – SV Dr/Grhm Hill		9810	09/15/05	21	0	
31 – SV Dr/Hwy 17 SC		9810	09/15/05	16	1	M
32 – Graham Hill		2217	09/21/05	32	2	M
35 – Glen Arbor/Mt Store		2214	08/23/05	38	0	
35 – Santa Cruz		8091	09/13/05	32	0	
35 – Santa Cruz		9803	09/24/05	34	1	M
35 – Santa Cruz		2216	08/27/05	32	0	
35 – Santa Cruz		2216	09/04/05	36	0	
35 – Santa Cruz		2215	08/13/05	21	10	E, M
35 – Santa Cruz		2222	08/23/05	35	0	
35 – Santa Cruz		9802	09/24/05	36	0	
35A – Hwy 9/Bear Crk		2219	09/13/05	40	0	
35A – Hwy 9/Big Bsn		2216	08/27/05	39	0	
35A – Hwy 9/Cntry Club		2214	08/13/05	39	0	
35A – Glen Arbor/Mt Str		2213	09/24/05	45	1	M
35A – Glen Arbor/Mt Str		9807	09/04/05	46	1	M
35A – Hwy 9/Mt Str/Syl		9802	09/24/05	40	0	C
53 – Cap/Dominican		9804	08/30/05	37	2	M
55 – Rio Del Mar		9807	09/14/05	37	0	C
66 – 17 th Ave/Cap Mall		2221	09/09/05	26	1	M
66 – 17 th Ave/SC		2223	09/06/05	30	0	
68 to Capitola Mall		2223	09/15/05	29	2	M
69 to Santa Cruz		9805	08/30/05	28	0	
69 – Capitola Rd		2234	09/06/05	5	0	
69 – Santa Cruz		2205	09/14/05	10	5	M

5-13.22

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
69 – Santa Cruz		2232	09/15/05	18	0	
69A – Cap Rd/SC		2204	08/14/05	28	4	M
69A – Cap Rd/Wats		9819	09/10/05	38	1	M
69A – Cap Rd/Wats		2203	08/28/05	34	0	
69N – Cap Mall/Cabrillo		9808	09/22/05	5	1	M
69W – Cabrillo/SC		9824	08/24/05	37	0	
69W – Cabrillo/SC		2205	09/09/05	13	0	
69W – Cabrillo/Wats		9819	09/11/05	31	0	
69W – Cabrillo/Wats		9814	08/24/05	38	2	M
69W – Cabrillo/Wats		2230	09/06/05	15	0	
70 – Cabrillo		9821	09/14/05	27	0	
71 – Arthur/Wats		9822	09/22/05	67	0	
71 – Clifford/SC		2225	09/07/05	68	0	
71 – Clifford/SC		9829	09/10/05	73	1	M
71 – Clifford/Wats		9821	09/11/05	70	0	
71 – Clifford/Wats		2238	09/24/05	75	0	
71 – Crestview/SC		9829	08/21/05	63	0	
71 – Crestview/SC		2230	08/28/05	52	0	
71 – Crestview/SC		8076	09/22/05	69	1	C, M
71 – Crestview/SC		2238	09/24/05	69	0	
71 – Crestview/Wats		9828	08/14/05	66	0	
71 – Pennsylvania/Wats		2225	09/07/05	62	4	M
75 – Green Valley		2218/9803	08/28/05	43	3	C, M

S-13. a3

SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	July- Sept 2003	Oct- Dec 2003	Jan- March 2004	April- June 2004	July- Sept 2004	Oct- Dec 2004	Jan- Mar 2005	Apr- June 2005	July- Sept 2005
Call stops Survey	2,418	2,596	2,378	3,223	2,855	2,294	3,521	3,061	2,420
Call stops announced	2,305	2,558	2,371	3,165	2,842	2,258	3,490	3,003	2,367
Call Stops not announced	113	38	7	58	11	36	31	58	53
Percent of call stops completed	95.3 %	98.5%	99.7%	98.2%	99.6 %	98.4 %	99.1 %	98.1 %	97.8 %
Percent of call stops not completed	4.7%	1.5%	.3%	1.8%	.4%	1.6%	.9%	1.9%	2.2%

5-13.61

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF APPROVAL OF A NEW FIVE-YEAR LEASE FOR WATSONVILLE TRANSIT CENTER KIOSK #9 FOR JUAN AND MARIA VALDIVIA DBA TAQUERIA EL TORITO

I. RECOMMENDED ACTION

Approve the 5-year lease for the Watsonville Transit Center Kiosk #9 by Juan and Maria Valdivia dba Taqueria El Torito

II. SUMMARY OF ISSUES

- Taqueria El Torito's Lease expired on 10/31/05.
- The owners of the Taqueria have requested a new Lease to begin November 1, 2005, under the same terms and conditions of the previous lease.
- There were no other proposals submitted during the period specified in the RFP except the proposal from Juan and Maria Valdivia, dba Taqueria El Torito.

III. DISCUSSION

Juan and Maria Valdivia entered into a Lease Agreement with Santa Cruz Metropolitan Transit District (METRO) on November 1, 2000 to operate a Taqueria at the Watsonville Transit Center, which expired on October 31, 2005.

The taqueria, originally named Taqueria El Dandy, is currently named Taqueria El Torito, after tenants changed the name of the business a few years ago.

Taqueria El Torito is interested in continuing its relationship with METRO at the Watsonville Transit Center and entering into a new 5-year Lease Agreement. The Valdivia's business has done well at the Center and hopes to continue to do well. Currently, the rent for the Taqueria is \$743.44.

IV. FINANCIAL CONSIDERATIONS

The annual rent for the Taqueria will be \$8,921.28 for the first year of the new Lease.

V. ATTACHMENTS

Attachment A: Draft Lease

5-14.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

THIS LEASE is made on November 1, 2005, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 370 Encinal, Santa Cruz, California, 95060, and, **Juan Valdivia, Maria de Lourdes Valdivia ("Tenant") dba Taqueria El Torito**, whose address is 572-A Rodriguez Street, Watsonville, California 95076, who agree as follows:

RECITALS

This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of certain real property commonly known as the **Watsonville Transit Center** (hereinafter "Center"), a map of which is set forth in Exhibit "A." Said real property includes, without limitation, "Premises" which consists generally of approximately 220 sq. ft. of space in Kiosk # 9 of the Center.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a taqueria.
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES

1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the Premises, kiosk #9, in the Watsonville Transit Center, 475 Rodriguez in Watsonville, CA 95076. The Premises are outlined in yellow in Exhibit A.

1.2 Airspace Rights

This lease confers no rights either with regard to the subsurface of the land in which the Premises are located or with regard to airspace above the ceiling in which the Premises are located.

ARTICLE 2: TERM

2.1 Fixed Term

The term shall commence on November 1, 2005 and shall expire at 12:01 a.m. on October 31, 2010, unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

Landlord has delivered possession of the premises to Tenant and tenant by his acceptance of the premises warrants that the premises are in good condition and meet Tenant's business needs.

2.3 No Option to Extend Term

Tenant shall have no option to extend.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

ARTICLE 3: RENT

3.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of seven hundred, forty-three dollars and forty-four cents (\$743.44), which is subject to adjustment as provided in Section 3.2, per month, in advance on the first day of each month commencing on November 1, 2006. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

3.2 Periodic Cost-of-Living Adjustment

- a. The minimum monthly rent provided for in Section 3.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), as follows:
1. The basis for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index"). If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be determined by the percentage increase in the Index for the yearly period. In no case shall the minimum monthly rent be less than a 1% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 5% of the current minimum monthly rent as provided in Section 3.1. On adjustment of the minimum monthly rent as provided in this lease, the parties shall immediately execute an amendment to this lease stating the new minimum monthly rent.
 2. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

3.3 Refund of Prepaid and Unearned Minimum Monthly Rent

If this lease terminates before the expiration date for reasons other than the Tenant's default, minimum monthly rent shall be prorated to the date of termination, and Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned.

3.4 Due Dates and Delinquent Dates for Rent Payments

- a. Amounts due Landlord for minimum monthly rent (Section 3.1), late rent charges (Section 3.5), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 3.6), security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.

5-14.02

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

3.5 Late Rent Charges

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of five per cent (5%) per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue rent as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

3.6 Taxes Paid by Tenant; Additional Rent

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Watsonville (including, without limitation any promotional tax due), or any other tax or assessment, levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.
- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code Section 107.7.)

3.7 Payment for Permits

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits for any approved Tenant improvements.

3.8 Negation of Partnership

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

3.9 Payment of Rent

All rent shall be paid in United States currency and shall be paid to Landlord at the address below:

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
ATTN: Finance Department

ARTICLE 4: SECURITY DEPOSIT

Tenant has deposited with Landlord nine hundred, fifty dollars (\$950.00), as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

ARTICLE 5: USE; LIMITATIONS ON USE

5.1 Use

- a. Premises shall be used for a taqueria as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Metro Center or in consenting to a change of any other Tenant's business use located at the Metro Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses make purchases from tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the Premises for office, clerical, and other non-service or non-selling purposes.
- d. Tenant specifically agrees that the Premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises or the Center. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Metro Center, nor, without limiting the generality the foregoing,

5-14.24

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose or for sleeping or residential purposes, including washing clothes.

5.2 Limitations on Use

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later.
- c. Tenant's expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

5.2.2 Deliveries

Tenant shall not allow deliveries of any kind on the bus lanes. Additionally, Tenant's employees shall be restricted to park in areas other than the bus lanes or at the Center.

5.2.3 Waste; Nuisance

- a. Tenant shall not use the Premises or public area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the building in which the Premises are located.
- b. Tenant shall not use the Premises or public area for sleeping or washing clothes, or the preparation, manufacture, or mixing of anything that might emit any objectionable odor or objectionable noises or lights into the building in which the Premises are located.
- c. No second-hand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or public area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the public area.

5-14.95

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

5.2.4 Overloading

- a. Tenant shall not do anything on the Premises that will cause damage to the building in which the Premises are located.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Metro Center including the parking areas.

5.2.5 Hours of Operation

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.
- b. Landlord may, at its option, change the hours of operation for Tenant's business set forth in Exhibit B. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change.

5.2.6 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public and is commonly known as a Transit Center. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations promulgated by the Board of Directors of Landlord now existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by the officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.
- b. Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licensees to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall not have the right to utilize areas within the Center that are reserved for Landlord and Landlord's employees.
- c. Tenant shall be responsible for its proportionate share of the payment of the cost of the Common Area, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

5-14.26

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

5.2.7 Limitation

This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations, the operation of the Center, or any other Center's business in any manner or form.

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the Premises or upon other portions of any building which the Premises is part, or from other sources or places; or 4) any act or omission of the Tenant, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

6.2 Tenant's Maintenance

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, fixture maintenance (light bulbs, etc.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonable withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or other invitees.

- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, or third parties at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereof and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

ARTICLE 8: TRADE FIXTURES

Subject to the provisions of Article 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the building or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

9.1 Landlord and Tenant shall be responsible for electrical utilities and services as follows:

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electric, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the rate of nine point three per cent (9.3%) of Landlord's cost, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant;
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.

5-14.28

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of total utility use by those sharing the same meter, or as metered. Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease of the Premises under the terms of this Agreement including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property(ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under the lease.

10.2 Liability Insurance

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, insurance, and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy(ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord. Said policy or policies shall further provide that any other insurance carrier by Landlord shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance

5-14.29

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Premises on said Metro Center. Changes in insurance amounts shall occur not more frequently than once a year.

10.3 Fire and Other Perils Insurance

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.
- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.
- c. The pro rata cost (based on percentage of Center's square footage) said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.
- d. Landlord may increase or decrease the amount of fire and other perils insurance required, based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest and required for all other Premises on said Metro Center.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

10.4 Tenant's Fire and Malicious Mischief Insurance

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent (100%) of their full replacement value. Landlord shall be named as an additional insured.

10.5 Plate Glass Insurance

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Both parties shall be named as additional insureds.

10.6 Tenant's Business Interruption Insurance

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent

5-14.210

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

10.7 Proof of Insurance

Tenant shall provide proof of insurance evidencing at least the minimum levels described in Article 10 on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

10.8 Other Insurance Matters

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
- c. Contain an endorsement requiring thirty- (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by fire, earthquake, the elements or other casualty and that the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion at landlord's expense. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other. If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party.

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied

5-14.211

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:

1. The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
 2. That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
 3. Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
 4. As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
 5. Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

ARTICLE 13: DEFAULT

13.1 Tenant's Default

- a. The occurrence of any of the following shall constitute a default by Tenant:
1. Failure to pay rent when due if the failure continues for ten (10) days after a notice has been sent to Tenant
 2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days.
 3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease.
 4. The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within sixty (60) days from the date of filing, shall constitute a default under this Lease.
 5. Either the appointment of a receiver to take possession of all, or substantially all, of the assets of any Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of

5-14.912

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

any Tenant which remains in effect for more than sixty (60) days, or a general assignment by any Tenant for the benefit of creditors, shall constitute a default of this Lease by Tenant.

- e. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice.

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

13.2.2 Tenant's Right to Possession Not Terminated

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any relating. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
 2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;
 3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

5-14.213

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
 2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
 4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Section 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

13.2.4 Landlord's Right to Cure Tenant's Default

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Watsonville required. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the common areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

5-14.914

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

ARTICLE 15: LANDLORD'S ENTRY ON PREMISES

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.
- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

ARTICLE 17: NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Landlord:
Santa Cruz Metropolitan Transit District
370 Encinal, Suite 100
Santa Cruz, CA 95060
ATTN: Secretary/General Manager

TENANT:
Juan and Maria de Lourdes Valdivia
Dba Taqueria El Torito
572-A Rodriguez Street
Watsonville, CA 95076

5-14.915

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

ARTICLE 18: WAIVER

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER

19.1 Surrender of Premises

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition except for ordinary wear and tear, and except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of Article 7. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

19.2 Holding Over

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, option to extend, and option to acquire the Premises, shall apply to the month-to-month tenancy.

5-14.916

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

20.1.1 Time of Essence

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

20.1.2 Corporate Authority

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

20.1.3 Successors

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

20.1.4 Rent Payable in U.S. Money

Rent and all other sums payable under this lease must be paid in lawful money of the United States of America.

20.1.5 Real Estate Brokers; Finders

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

20.1.6 Status of Parties on Termination of Lease

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

20.1.7 Exhibits—Incorporation in Lease

All exhibits referred to are attached to this lease and incorporated by reference.

20.1.8 Licenses and Permits

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

20.1.9 Pest Control

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extent, and frequency of pest control measures shall be determined by Landlord. Tenant shall

5-14.917

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

reimburse Landlord for the costs incurred by Landlord for this service on a quarterly basis.

20.1.10 Drug and Alcohol Policy

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

20.1.11 Smoke Free

The Center is a smoke free facility. Tenant shall comply with the City Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

20.1.12 Contact Information

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact persons, on a semi-annual basis or when changes occur.

20.1.13 Termination for Convenience

The lease may be terminated by the Landlord upon fifteen (15) days notice at any time without cause for any reason in whole or in part, whenever the Landlord determines that such termination is in the Landlord's best interest. Landlord will make good faith efforts to give Tenant at least three months notice when it can, in invoking this termination clause.

20.1.14 Publicity

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

20.1.15 Consent to Breach Not Waiver

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

20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons

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

20.1.17 Cal OSHA/Hazardous Substances

- a. Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.
- b. Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and

5-14. a 18

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

(3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.

- c. Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- d. Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- e. Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- f. Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":
 - 1. Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
 - 2. Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

20.1.18 All Amendments in Writing

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

20.1.19 Responsibility for Equipment

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

20.1.20 Equipment

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

20.1.21 Nondiscrimination

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

5-14.9.19

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT TRANSIT CENTER LEASE AGREEMENT

20.1.22 Liens

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

20.1.23 Applicable Laws

This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

20.1.24 Integrated Agreement; Modification

This lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

20.1.25 Provisions are Covenants and Conditions

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

20.1.26 Use of Definitions

The definitions contained in this lease shall be used to interpret this lease.

20.1.27 Definitions

As used in this lease, the following words and phrases shall have the following meanings:

- a. **ALTERATION:** Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. **AUTHORIZED REPRESENTATIVE:** Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. **CONSENT:** Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. **DAMAGE:** Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. **DAMAGES:** A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.
- f. **DESTRUCTION:** Damage, as defined here, to or disfigurement of the Premises.
- g. **ENCUMBRANCE:** Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. **EXPIRATION:** The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.

5-14.20

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- i. **GOOD CONDITION:** The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. **HOLD HARMLESS:** To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA/COMMON AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.

5-14. a 21

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit E.
- y. **TERM:** The period of time during which Tenant has a right to occupy the Premises.
- z. **TERMINATION:** The ending of the term for any reason before expiration, as defined here.

20.1.28 Captions

The captions of this lease shall have no effect on its interpretation.

20.1.29 Singular and Plural

When required by the context of this lease, the singular shall include the plural.

20.1.30 Joint and Several Obligations

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

20.1.31 Severability

The nonenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

ARTICLE 21: ATTORNEYS' FEES

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

ARTICLE 22: AUTHORITY

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

[SIGNATURES ON FOLLOWING PAGE]

5-14.922

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

IN WITNESS WHEREOF, this lease is executed by the Santa Cruz Metropolitan Transit District and the Tenant has affixed his/her signature(s) the day and year first herein above written.

LANDLORD--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: _____ Date _____
Leslie R. White,
Secretary/General Manager

TENANT--Juan and Maria de Lourdes Valdivia dba Taqueria El Torito

BY: _____ Date _____
Juan Valdivia, Owner

_____ Date _____
Maria de Lourdes Valdivia, Owner

Approved as to Form:

BY: _____ Date _____
MARGARET GALLAGHER
District Counsel

Exhibit A - Floor plan

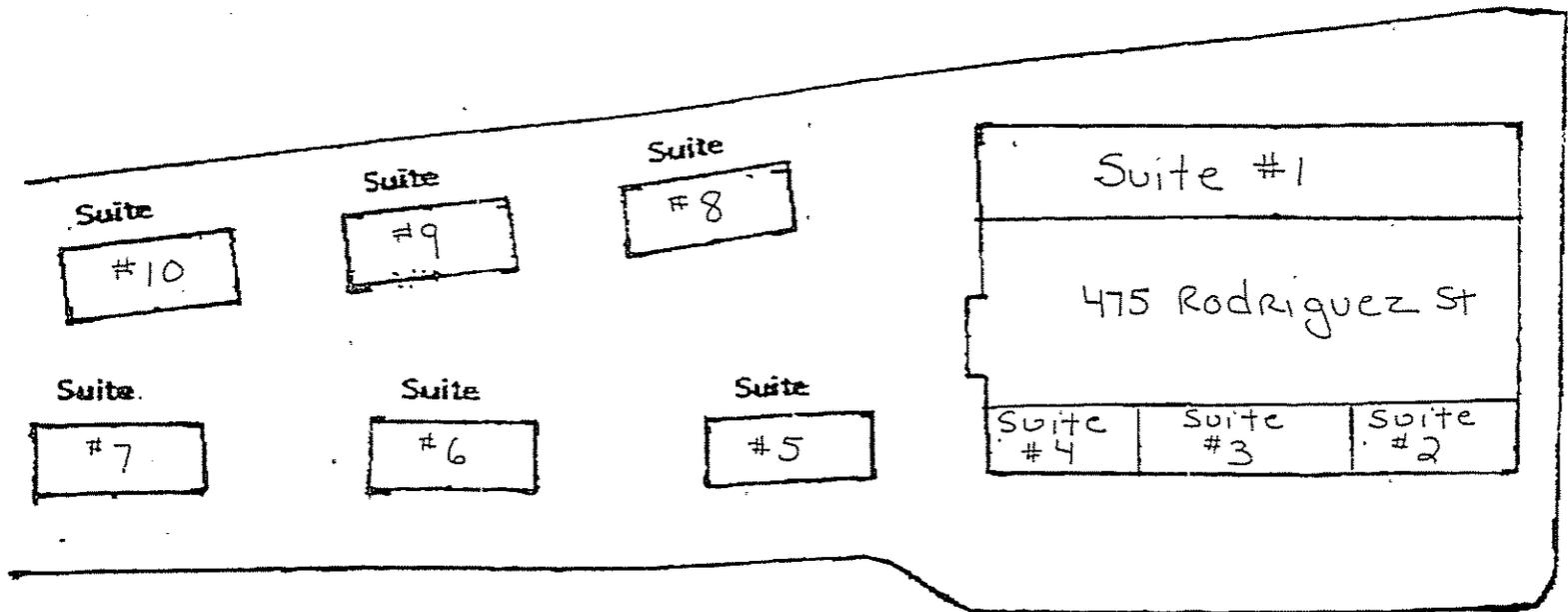
Exhibit B - Menu, hours of operation

Closure for Holidays- Thanksgiving (fourth Thursday in November), Christmas (Dec. 25),
and New Year's Day (Jan. 1)

Exhibit C - Rules and Regulations

Exhibit D - Tenant Personal Property

5-14.923



WATSONVILLE TRANSIT CENTER
RODRIGUEZ ST.

APN: 17-011-54

INITIALS

Landlord:

S-14.024

WEST LAKE AVE.

EXHIBIT "A"

EXHIBIT B

USE: HOURS OF USE

Tenant's business shall be that of operating a taqueria.

The following items and products are approved by landlord for sale by Tenant:

1. Mexican Food

The sale by Tenant of any items or products not listed above shall be subject to the consent of Landlord.

Tenant's business hours are shown below:

Monday - Friday - 7:00 a.m. until 9:00 p.m.

Landlord is not obligated to keep lobby or restrooms at Transit Center open or maintained earlier than 7:00 a.m. or later than 9:00 p.m.

Tenant shall not change business hours without Landlord's consent. Tenant shall not sell non-food items from the kiosk.

Landlord shall make good faith efforts to insure that Mexican food is not sold by another vendor at the Watsonville Transit Center. Tenant understands that to date no lease contains a provision which prohibits the sale of Mexican food.

Tenant agrees that it will not sell any food that is the same or similar to the foods sold by China Wok Express which includes but is not limited to Chinese food. China Wok Express is located in the lobby of the Watsonville Transit Center. Tenant will also not sell food sold by Jessica's Grocery Store, which is located in the lobby of the Watsonville Transit Center.

INITIALS

Landlord: _____

Tenant: _____

5-14. a25

EXHIBIT C

RULES AND REGULATIONS

1. SIGNS AND ADVERTISEMENTS

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building including on windows or doors without the prior written consent of Landlord, and Landlord shall have the right to remove any non-complying sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. Landlord intends to maintain design continuity, and Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, balcony or wall which may appear unsightly from outside the Premises. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

3. FREE MOVEMENT

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises. Notwithstanding Tenant may place tables and chairs in area as long as ingress and egress is not obstructed and is in compliance with any and all laws protecting the disabled.

4. LOCKS

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

5. USE OF RESTROOMS

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by the Tenant who, or whose employees or invitees shall have caused it.

6. CARE OF PREMISES

Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

5-14. a26

7. FURNITURE; EQUIPMENT; SAFES

No furniture, or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

8. OBJECTION USE; PETS

Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building, except service dogs are allowed.

No cooking shall be done or permitted by Tenant except as part of Tenant's approved business, nor shall the Premises be used for the exterior storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. HAZARDOUS FLUIDS, HVAC

Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or otherwise approved by Landlord.

10. ELECTRICAL WORK; LOCATION OF EQUIPMENT

Landlord will direct electricians as to where and how electrical outlets, telephone, computer and telegraph wires and cables are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of electrical outlets, telephones, call boxes and other business equipment affixed to the Premises shall be subject to the approval of Landlord.

11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD

In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.

5-14.a27

12. RIGHT TO EXCLUDE OR EXPEL

Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building or State, Municipal or Transit District law, ordinance or resolution.

13. INSTALLATION OF MACHINES

No vending machine or machines of any description shall be installed, or maintained or operated upon the Premises without the written consent of the Landlord.

14. RIGHT TO CHANGE NAME AND STREET ADDRESS

Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

15. QUIET ENJOYMENT

Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

16. USE OF BUILDING NAME

Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address.

17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD

Landlord shall have the right to control and operate the public portions of the Building, and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of the tenants and public generally.

18. DOOR SECURITY

All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be closed except for normal ingress and egress from the Premises.

19. DISTRICT BUSINESS; CARE OF PATRONS

Landlord's primary business and public purpose is public transit, and Tenant shall cooperate with Landlord's bus operating policies at Metro Center. Tenant shall take care in preparing, packaging and serving food and beverages to assure that buses, bus operators, and bus passengers are not endangered, damaged, or inconvenienced. No food or beverage shall be sold, and no food or beverage shall be

5 - 14. a28

packaged in such a way that, in Landlord's sole opinion, may unduly soil, litter, stain, create a visual nuisance or increase Landlord maintenance costs on or about Landlord equipment, buses, or property.

20. VEHICLE RESTRICTION

No vehicles shall be operated, parked or otherwise driven onto Transit Center bus driveways by Tenant or its employees or agents. Any vehicles in Transit Center may be towed immediately by Landlord or Landlord's agent, at violator's expense.

21. PICK UP AND DELIVERIES

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's premises shall be at locations and times described by Landlord. Pick up and deliveries of any type in Metro Center bus lanes or driveways are strictly forbidden.

22. NO SMOKING

The entire Transit Center shall be a smoke-free facility. Tenant shall refrain from smoking at the Transit Center and shall inform its employees and patrons that the Center is smoke-free.

23. BIKE USE AND ABANDONMENT

Bicycles are not to be operated at the Transit Center. If Tenant observes anyone riding a bicycle at the Center he/she shall notify them of this rule.

If a bicycle is abandoned at the Center Tenant shall have it removed in accordance with California State law.

24. LOITERING

No loitering.

25. SKATEBOARDING

Skateboarding at the Transit Center and in its parking lot are prohibited.

INITIALS

Landlord: _____

Tenant: _____

5-14. a29

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

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

**RESOLUTION OF APPRECIATION
FOR THE ASSISTANCE OF ASSEMBLYMEMBER JOHN LAIRD IN OBTAINING AN
AB 3090 DESIGNATION FOR METROBASE FUNDING FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the recent financial conditions of the State of California placed \$6.363 million in State funds for the MetroBase Project in jeopardy; and

WHEREAS, the Santa Cruz County Regional Transportation Commission, and the Santa Cruz Metropolitan Transit District, filed an application with the California Transportation Commission for an AB 3090 designation for the MetroBase funds in order to increase the certainty of receiving the state funds; and

WHEREAS, it is very unusual for the California Transportation Commission to approve an AB 3090 request as it grants the project the highest priority in funding in the year that the funds are to be paid by the state;

WHEREAS, Assemblymember John Laird and members of his staff coordinated telephone calls, held meetings, and made presentations supporting the AB 3090 designation for the MetroBase Project; and

WHEREAS, the California Transportation Commission approved the designation of the MetroBase funds as an AB 3090 cash reimbursement project on July 14, 2005 thereby increasing the security of this critical funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Assemblymember John Laird for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

5-15.1

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Assemblymember John Laird and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL W. KEOGH
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.2

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

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

**RESOLUTION OF APPRECIATION
FOR THE ASSISTANCE OF SCCRTC ACTING EXECUTIVE DIRECTOR PAT
DELLIN IN OBTAINING AN AB 3090 DESIGNATION FOR METROBASE FUNDING
FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the recent financial conditions of the State of California placed \$6.363 million in State funds for the MetroBase Project in jeopardy; and

WHEREAS, the Santa Cruz County Regional Transportation Commission, and the Santa Cruz Metropolitan Transit District, filed an application with the California Transportation Commission for an AB 3090 designation for the MetroBase funds in order to increase the certainty of receiving the state funds; and

WHEREAS, it is very unusual for the California Transportation Commission to approve an AB 3090 request as it grants the project the highest priority in funding in the year that the funds are to be paid by the state;

WHEREAS, SCCRTC Acting Executive Director Pat Dellin initiated telephone calls, attended meetings, wrote letters, and made presentations supporting the AB 3090 designation for the MetroBase Project; and

WHEREAS, the California Transportation Commission approved the designation of the MetroBase funds as an AB 3090 cash reimbursement project on July 14, 2005 thereby increasing the security of this critical funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Pat Dellin for her efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

5-15.3

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Santa Cruz County Regional Transportation Commission and Pat Dellin, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____
MICHAEL W. KEOGH
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.4

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

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

**RESOLUTION OF APPRECIATION
FOR THE ASSISTANCE OF SCCRTC SENIOR TRANSPORTATION PLANNER
RACHEL MORICONI IN OBTAINING AN AB 3090 DESIGNATION FOR
METROBASE FUNDING FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the recent financial conditions of the State of California placed \$6.363 million in State funds for the MetroBase Project in jeopardy; and

WHEREAS, the Santa Cruz County Regional Transportation Commission, and the Santa Cruz Metropolitan Transit District, filed an application with the California Transportation Commission for an AB 3090 designation for the MetroBase funds in order to increase the certainty of receiving the state funds; and

WHEREAS, it is very unusual for the California Transportation Commission to approve an AB 3090 request as it grants the project the highest priority in funding in the year that the funds are to be paid by the state;

WHEREAS, SCCRTC Senior Transportation Planner Rachel Moriconi, prepared the application, provided valuable guidance to METRO staff, initiated telephone calls, attended meetings, prepared information, and wrote letters supporting the AB 3090 designation for the MetroBase Project; and

WHEREAS, the California Transportation Commission approved the designation of the MetroBase funds as an AB 3090 cash reimbursement project on July 14, 2005 thereby increasing the security of this critical funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Rachel Moriconi for her efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

5-15.5

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Santa Cruz County Regional Transportation Commission, Acting Executive Director Pat Dellin, and Rachel Moriconi, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____
MICHAEL W. KEOGH
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.6

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

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

**RESOLUTION OF APPRECIATION
FOR THE LEADERSHIP OF BOARD CHAIR MICHAEL W. KEOGH IN OBTAINING
AN AB 3090 DESIGNATION FOR METROBASE FUNDING FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the recent financial conditions of the State of California placed \$6.363 million in State funds for the MetroBase Project in jeopardy; and

WHEREAS, the Santa Cruz County Regional Transportation Commission, and the Santa Cruz Metropolitan Transit District, filed an application with the California Transportation Commission for an AB 3090 designation for the MetroBase funds in order to increase the certainty of receiving the state funds; and

WHEREAS, it is very unusual for the California Transportation Commission to approve an AB 3090 request as it grants the project the highest priority in funding in the year that the funds are to be paid by the state;

WHEREAS, Board Chair Michael W. Keogh took a leadership role in advocating for the AB 3090 designation for the MetroBase Project by attending meetings, writing letters, and making presentations before the California Transportation Commission; and

WHEREAS, the California Transportation Commission approved the designation of the MetroBase funds as an AB 3090 cash reimbursement project on July 14, 2005 thereby increasing the security of this critical funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Michael W. Keogh for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

S-15.7

Resolution No. _____

Page 2

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Michael W. Keogh, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MIKE ROTKIN
Board Vice Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.8

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

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

**RESOLUTION OF APPRECIATION
FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE
INCLUSION OF THE HIGH INTENSITY TRANSIT TIER PROVISION IN THE
SAFETEA-LU REAUTHORIZATION BILL THAT WILL PROVIDE FUNDING FOR
THE METROBASE PROJECT FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the TEA-21 Federal Transportation Authorization Bill required a study of the equity of the treatment of smaller transit systems versus larger transit systems in the formula grant program; and

WHEREAS, the required study, released by the Federal Transit Administration in 2000, indicated that there should be a new incentive tier, based on performance, included in the formula program for small systems in the next authorization bill; and

WHEREAS, the recently enacted SAFETEA-LU Authorization Bill includes the High Intensity Transit Tier which responds to the findings of the FTA Study, and which will provide over \$3.6 million to the Santa Cruz Metropolitan Transit District for the MetroBase Project over the next four years; and

WHEREAS, Congressman Sam Farr and members of his staff led the effort, over many years, to gain approval of the High Intensity Transit Tier provision which will benefit ninety cities in the United States, including Santa Cruz; and

WHEREAS, Congressman Sam Farr wrote letters to, and held meetings with, his fellow Members of Congress, testified before Congressional Committees, and was consistent in his advocacy for the High Intensity Transit Tier resulting in its inclusion in the new federal Authorization Bill that was signed into law by the President on August 10, 2005.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Congressman Sam Farr for his efforts

5-15.9

in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Congressman Sam Farr and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL W. KEOGH
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.10

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

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

**RESOLUTION OF APPRECIATION
FOR THE LEADERSHIP OF CONGRESSWOMAN ANNA ESHOO FOR SUPPORTING
THE INCLUSION OF THE HIGH INTENSITY TRANSIT TIER PROVISION IN THE
SAFETEA-LU REAUTHORIZATION BILL THAT WILL PROVIDE FUNDING FOR
THE METROBASE PROJECT FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the MetroBase Project as the top priority for capital funding; and

WHEREAS, the TEA-21 Federal Transportation Authorization Bill required a study of the equity of the treatment of smaller transit systems versus larger transit systems in the formula grant program; and

WHEREAS, the required study, released by the Federal Transit Administration in 2000, indicated that there should be a new incentive tier, based on performance, included in the formula program for small systems in the next authorization bill; and

WHEREAS, the recently enacted SAFETEA-LU Authorization Bill includes the High Intensity Transit Tier which responds to the findings of the FTA Study, and which will provide over \$3.6 million to the Santa Cruz Metropolitan Transit District for the MetroBase Project over the next four years; and

WHEREAS, Congresswoman Anna Eshoo and members of her staff demonstrated consistent support to gain approval of the inclusion of the High Intensity Transit Tier provision which will benefit ninety cities in the United States, including Santa Cruz; and

WHEREAS, Congresswoman Anna Eshoo signed letters to her fellow Members of Congress, and was consistent in her advocacy for the High Intensity Transit Tier resulting in its inclusion in the new federal Authorization Bill that was signed into law by the President on August 10, 2005.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Congresswoman Anna Eshoo for her

5-15.11

efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Congresswoman Anna Eshoo and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____
MICHAEL W. KEOGH
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-15.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 18, 2005
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE DENTAL INSURANCE COVERAGE

I. RECOMMENDED ACTION

District staff recommends that the Board authorize the General Manager to execute a contract with Driver Alliant Insurance Services representing Delta Dental to provide employee dental insurance coverage.

II. SUMMARY OF ISSUES

- The current policy for dental insurance coverage expires on December 31, 2005.
- A request for proposals (RFP) was processed to solicit proposals from qualified dental insurance providers.
- Two firms submitted proposals for evaluation.
- An evaluation committee comprising of the Human Resources Manager, the Assistant Finance Manager, the Maintenance Manager, and representatives from UTU and SEIU evaluated all proposals received. The evaluation committee gave the highest ranking to the firm Driver Alliant Insurance Services offering the dental plan from Delta Dental.
- District staff recommends that the Board authorize the General Manager to execute a two-year contract with Driver Alliant Insurance Services representing Delta Dental to provide for employee dental insurance coverage.

III. DISCUSSION

The District provides dental insurance coverage for its employees. The current contract with PacifiCare Dental & Vision Administrators will expire on December 31, 2005. District RFP No. 05-05 was processed and mailed to dental insurance providers and was legally advertised.

Two firms submitted proposals for evaluation. One of the firms is a licensed broker who provided proposals from three dental insurance companies. The District was offered a total of four proposals for employee dental insurance coverage. An evaluation committee comprising of the Human Resources Manager, the Assistant Finance Manager, the Maintenance Manager, and representatives from UTU, VMU, PSA, and SEA reviewed and scored all proposals according to the evaluation criteria provided for in the RFP and gave the highest ranking to the Delta Dental offer.

6.1

The three-tier monthly rates offered by Delta Dental are as follows: Employee only -\$48.47; Employee plus one dependent - \$86.66; Employee plus two or more dependents - \$149.34. Contract pricing is guaranteed for a two-year period. This represents a potential annual savings of \$54,260.

The recommendation is based on ranking provided by the evaluation committee according to criteria contained in the Request for Proposals:

Evaluation Criterion	Scoring Points
Qualifications and Experience including geographic locations	20
Provide requested coverages/ benefits in response to RFP	30
Cost/Price Proposal	50
Total Points Possible	100

District staff recommends that the Board authorize the General Manager to execute a two-year contract with Driver Alliant Insurance Service representing Delta Dental for employee dental insurance coverage. The two-year costs for this contract are estimated at \$893,000.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

- Attachment A:** Ranking of Proposals Received
Attachment B: Contract with Driver Alliant Insurance Service

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

6.2

Attachment **A**

RFP No. 05-06 for Employee Dental Insurance Coverage

Ranking of Proposals Received

Overall Scores	Delta Dental	PacifiCare	Met Life	Principal
Total	388	264	289	280
Rank	1	4	2	3

6. a 1

CONTRACT FOR EMPLOYEE DENTAL INSURANCE (05-06)

THIS CONTRACT is made effective on January 1, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and Driver Alliant Insurance Services representing Delta Dental ("Contractor").

1 RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Employee Dental Insurance

District has the need for Employee Dental Insurance. In order to obtain insurance, the District issued a Request for Proposals, dated September 7, 2005, setting forth specifications for such insurance. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A"

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Employee Dental Insurance and whose principal place of business is 600 Montgomery Street, San Francisco, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Dental Insurance, which is attached hereto and incorporated herein by reference as Exhibit "B"

1.04 Selection of Contractor and Intent of Contract

On November 18, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Employee Dental Insurance described herein. This Contract is intended to fix the provisions of this insurance.

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 September 7, 2005 including Addendum Number 1 dated April 19, 2004 including addendum Numbers 1 and 2

B Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Employee Dental Insurance signed by Contractor and dated October 7, 2005

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"

6.61 1

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 September 7, 2005

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 September 7, 2005

3 01 06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party

3 01 07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract

4 TIME OF PERFORMANCE

4 01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence on January 1, 2006

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

5 COMPENSATION

5 01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice

5 02 Invoices

Contractor shall submit detailed invoices with a purchase order number provided by the District on a monthly basis 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

Driver Alliant Insurance Services
600 Montgomery Street, 9th Floor
San Francisco CA 94111

Attention: Christine Kerns

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

By _____
Christine Kerns
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

6. b3

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

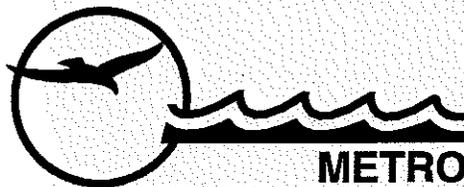
Request for Proposals (RFP)

For Employee Dental Insurance Coverage

District RFP NO. 05-06

Date Issued: September 7, 2005

Proposal Deadline: 5:00 P.M., October 7, 2005



Contents of this RFP

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

PART I

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

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

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

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

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

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

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

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

PART II

GENERAL INFORMATION FORM

EMPLOYEE DENTAL INSURANCE COVERAGE 05-06

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

Legal Name of Firm Date

Firm's Address

Telephone Number FAX Number

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

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.

Signature of Authorized Principal

Name of Principal-in-Charge and Title

Name of Project Manager and Title

Name, Title, Email Address 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 sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

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

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

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

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

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

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

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \ 2}
(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 EMPLOYEE DENTAL INSURANCE COVERAGE

A. INTRODUCTION

The Santa Cruz Metropolitan Transit District (DISTRICT) is requesting proposals for employee dental insurance coverage for approximately 308 active employees and their dependents and approximately 63 retired employees and their dependents. DISTRICT is a public entity whose primary purpose is to provide public transportation.

The DISTRICT has a payroll budget of over fourteen million dollars annually. Employees are divided into three sub-groups, each having retirees. Two of the groups are covered by collective bargaining agreements. These three groups are:

1. Management – 14 active employees (non-union) 4 retired
2. Bus Operators - 147 active employees (UTU Local 23) 34 retired
3. Administrative & Maintenance – 99 active employees (SEIU Local 415) 23 retired
4. Paratransit – 48 active employees (UTU Local 23) no retirees

B. BACKGROUND

Administrative Office Location:	370 Encinal Street, Suite 100 Santa Cruz, CA 95060
Jurisdictional Area:	County of Santa Cruz
Nature of Business:	Public Transportation
Carrier History:	PacifiCare Dental
Current Funding Arrangement:	Fully Insured - 3 tier
Proposed Funding Arrangement:	Fully Insured - 3 tier
Commission:	No commission or commission to offset premium
Proposed Effective Date:	January 1, 2006
Proposed Term:	Firm fixed rates for a two-year contract term with three (3) one-year renewal options. Pricing on option years to be negotiated with 60-day notice of rate change.
Contributions:	Coverage is non-contributory
Eligibility:	Active employees (20 hrs/wk) and retirees under the age of 65 (2 retiree exceptions = over the age of 65) including principal domestic partner and unmarried children to age 19 unless a full-time student/dependent, then to age 23. (It is preferred that the contractor to be responsible for maintaining student eligibility information)

Group experience data of current program is available upon request.

C. BENEFIT COVERAGE LEVELS TO QUOTE

- 100 % Preventive and routine
- 85 % Basic services including oral surgery, fillings, endodontics, periodontics
- 60 % Major services including crowns, major restorative & prosthodontics
- 60 % orthodontics to age 19 (\$50 deductible)
\$3,000 maximum lifetime benefit amount
- \$ 1,700 Annual maximum benefit

D. MONTHLY PREMIUM RATE HISTORY

Year	Employee Only	Plus one	Family
2005	\$54.36	\$97.19	\$167.49
2004	\$54.36	\$97.19	\$167.49
2003	\$46.32	\$82.81	\$142.72
2002	\$46.32	\$82.81	\$142.72
2001	\$51.35	\$100.72	\$161.18
2000	\$51.35	\$100.72	\$161.18
1999	\$44.65	\$87.58	\$140.16
1998	\$32.78	\$64.30	\$102.90
1997	\$32.78	\$64.30	\$102.90
1996	\$29.62	\$58.45	\$93.54
1995	\$27.62	\$54.17	\$86.69
1994	\$27.62	\$54.17	\$86.69

E. EMPLOYER PREMIUMS BY FISCAL YEAR

Fiscal Year	Annual Premiums Paid
2004 -2005	\$498,031.45
2002-2003	\$444,556.85
2001-2002	\$411,023.43
2000-2001	\$523,466.00
1999-2000	\$428,907.00
1998-1999	\$305,443.00
1997-1998	\$231,884.00
1996-1997	\$229,988.00
1995-1996	\$204,915.00
1994-1995	\$206,413.00
1993-1994	\$215,985.00

F. ENROLLMENT HISTORY

<u>Month/Year</u>	<u>Employees</u>	<u>Emp / Retiree</u>	<u>One Dependent</u>	<u>Family</u>
July 2005	Active	109	111	117
	Retirees	25	28	8
January 2005	Active	104	130	101
	Retirees	23	26	9
July 2004	Active	112	127	119
	Retirees	23	27	10
January 2004	Active	123	126	116
	Retirees	23	27	14
July 2003	Active	76	98	115
	Retirees	21	24	12
January 2003	Active	77	92	125
	Retirees	22	24	12
July 2002	Active	80	97	133
	Retirees	13	16	6
January 2002	Active	76	102	136
	Retirees	14	15	5
July 2001	302 Active	76	90	141
	36 Retirees	16	15	5
January 2001	302 Active	71	100	134
	30 Retirees	13	14	3
July 2000	294 Active	72	95	127
	30 Retirees	12	15	3
January 2000	288 Active	70	95	123
	25 Retirees	9	13	3
July 1999	271 Active	66	95	110
	23 Retirees	9	12	2
January 1999	267 Active	67	92	108
	24 Retirees	10	12	2
July 1998	264 Active	64	90	110
	22 Retirees	11	9	2
January 1998	258 Active	62	87	109
	22 Retirees	10	10	2
July 1997	269 Active	68	92	109
	22 Retirees	10	10	2
January 1997	264 Active	63	88	113
	23 Retirees	11	10	2
July 1996	263 Active	61	89	113
	22 Retirees	10	9	3
January 1996	258 Active	69	85	104
	21 Retirees	10	9	2

G. CONTENT OF PROPOSAL

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

1. Provide the geographical areas that you serve and numbers or lists of dental providers. How will you provide services to retirees that reside outside your service area?
2. Provide a list of all Preferred Providers in Santa Cruz and Monterey County

3. Describe the methods you employ to attract and retain Dentists as Preferred Providers. What steps are you/will you take to increase the Preferred Provider list for Santa Cruz and Monterey County.
4. Provide a current client list of at least three (3) other public agencies in Northern California and the name and telephone number of a contact person who can be contacted as a reference
5. Include description of fees based on usual, customary and reasonable (UCR) or other allowable schedule of benefits and/or out-of-pocket costs. How often are these fees reviewed and determined? What documents do you rely on to determine fees? How often are these sources updated? What geographical area do you use to determine UCR fees (ie regionally, or state wide)?
6. Describe your pre-authorization requirements, grievance resolution/appeal process, conversion policy (if any), coordination of benefits (if any), and COBRA requirements.
7. Provide allowable frequency of x-rays and major services replacements.
8. Provide list of exclusions and eligible services.
9. Provide explanation of how dental claims are processed. Is the Dentist paid or is the employee reimbursed? How many days does it take to process payment?
10. Provide or describe the monthly billing and enrollment process and/or administrative manual. How do you update and manage dependant coverage/eligibility once dependents turn 19?
11. If the District were to change to a new dental insurance provider, provide an explanation of how existing claims will be processed in the first few months after the new contract start date. For example, if District employees or their dependents were having dental work completed after the new contract start date, what would be covered or paid by your plan. Describe your process for determining eligibility for procedures such as crowns or partials when the tooth was prepared or pulled under the previous plan.

H. PROPOSER'S QUALIFICATIONS

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

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

- A. Provide sixty (60) days written notice of proposed policy anniversary renewal rate changes (first two-year term of the contract shall remain firm fixed rates).
- B. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees on approved leave of absence on a new carrier's policy effective date.
- C. Provide for a thirty-day written notice by policyholder to cancel policy
- D. Provide for the effective enrollment date of coverage (to be the first day of the calendar month following qualified employment) and coverage ending date (to be the end of the calendar month following employment separation or other disqualifying reasons as determined by the District)

I. PROPOSAL EVALUATION PROCESS AND SCORING MODEL

The evaluation process will be performed by a Proposal Evaluation Committee (PEC). The evaluation criteria will be the sole basis for determining the acceptability of proposals. The proposal should be specific and complete in every detail. Brief telephone interviews using a standardized questionnaire format may be conducted at the discretion of the PEC of any firm(s) selected.

Evaluation Criterion	Column 1
Qualifications and Experience including geographic locations	20
Provide requested coverages/ benefits in response to RFP	30
Cost/Price Proposal	50
Total Points Possible	100

J. TYPE OF CONTRACT AWARDED

The District intends to enter into a two-year, firm fixed price contract with a Dental Insurance provider for the coverages and services specified above. At the option of the District, this contract agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent. Pricing for option years will be negotiated with the firm prior to the expiration of the agreement. Pricing for option years will be negotiated to generally cover the consumer price index, loss experience and/or enhancements in service.

The District's Board of Directors may award a contract on October 28, 2005. The contract term would begin January 1, 2006.

K. PROPOSAL CONTENTS

All proposals shall be in the format prescribed below. In order to insure that each proposal is reviewed and scored properly, it is important that each proposer follow the format with care. Proposals should be as brief and concise as possible. Each proposer, in responding to this RFP, should provide a guaranteed two-year quote for three tier monthly rates for employee/retiree, employee/retiree plus one dependent, and employee/retiree plus two or more dependents

- 1 Cover Letter
- 2 Required Proposal Documents
3. Qualifications of the Firm
- 4 Highlights of Insurance Program offered
- 5 Cost Proposal

L. PROPOSAL SUBMISSION

A complete submittal will consist of one signed original and five (5) copies of the proposal documents. All submittals must be received at the reception desk of the District's office at the address provided below no later than **5:00 p.m. on October 7, 2005**. **PROPOSALS RECEIVED AFTER THAT EXACT TIME WILL NOT BE CONSIDERED**. Proposal packages should be sealed and marked as follows:

"RFP NO. 05-06 FOR EMPLOYEE DENTAL INSURANCE COVERAGE"

Send proposal packages to:

**Santa Cruz Metropolitan Transit District
Purchasing Office
110 Vernon Street, Suite B
Santa Cruz, CA 95060**

M. REQUESTS FOR ADDITIONAL INFORMATION AND CHANGES

The Purchasing Office will respond to written questions relating to this RFP. Questions of a substantive nature may be faxed to the attention of Lloyd Longnecker, District Buyer, at (831) 469-1958. No oral modification of this RFP shall be valid. Any modifications shall be by written RFP addendum and issued by the Purchasing Office. **Contractor's legal counsel shall review all terms and conditions of this RFP and provide written request for modifications *prior* to the deadline for submittal of written questions and requests for addenda. Contractor shall sign a statement on the Part II General Information Form accepting all terms and conditions of this RFP including any addendum processed prior to the proposal due date and submit this form with their proposal response.**

N. CONFIDENTIAL DATA

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

O. SCHEDULE OF EVENTS

Event	Date
Request for Proposals (RFP) mailed out	September 7, 2005
Deadline for receipt of written questions and requests for addenda	September 21, 2005
District responses and/or addenda issued	September 26, 2005
Proposals due date	October 7, 2005
District Review of Proposals	October 10 th thru 12 th
Select highest rated proposer	October 12, 2005
Board Approval of Contract and notice to proceed	October 28, 2005
Effective period contract	January 1, 2006 through December 31, 2007 (2 years)

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

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

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

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

2.02 Termination for Default

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

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

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4 PROFESSIONAL STANDARDS

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

5 PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

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

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

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. 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. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13 15; and the hold harmless agreement contained in Article 6 shall survive.

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR EMPLOYEE DENTAL INSURANCE COVERAGE (05-06)

THIS CONTRACT is made effective on January 1, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor")

1 RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Employee Dental Insurance Coverage

District has the need for Employee Dental Insurance Coverage. In order to obtain these services, the District issued a Request for Proposals, dated September 7, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Employee Dental Insurance Coverage and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Employee Dental Insurance 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 Employee Dental Insurance 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 September 7, 2005

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

Contractor's Proposal to the District for Employee Dental Insurance Coverage signed by Contractor and dated October 7, 2005.

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 September 7, 2005.

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 September 7, 2005

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

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

payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

5 02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7 AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7 0 CONSERVATION

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

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

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

9 0 LABOR PROVISIONS (Applicable only to contracts of \$2,500 00 or more that involve the employment of mechanics or laborers)

9 1 Overtime Requirements

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

9 2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 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 or 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 (FIA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency

20.3 Agreement

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

20.4 Penalties

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

20.5 Cost allowability

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

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

*Santa Cruz Metropolitan
Transit District*



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSALS (RFP) NO. 05-06

FOR EMPLOYEE DENTAL INSURANCE COVERAGE

September 20, 2005

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

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

Attachment A – A census summary report of all active employees and retirees.

Attachment B – A census report of current employees, retirees, and their dependents by specific ages.

Attachment C – A Claims Experience Analysis report provided from May 2004 through April 2005.

Proposal response date remains October 7, 2005, 5:00 p.m. PST.

Lloyd Longnecker
District Buyer

Attachments

ELIGIBILITY STATISTICS

ACTIVES	MALE	FEMALE	AVERAGE AGE
EMPLOYEE	206	110	48
SPOUSE	18	147	48
CHILD (TO AGE 19)	78	132	13
STUDENT	18	17	21
TOTALS	320	406	

RETIREEES	MALE	FEMALE	AVERAGE AGE
EMPLOYEE	43	19	58
SPOUSE	12	18	57
CHILD (TO AGE 19)	8	11	16
STUDENT	1	2	22
TOTALS	64	50	

PacifiCare®

Dental & Vision Administrators

Active / Group # 100450

Gender	Ages	Member Type
F	52	Spouse
F	52	Subscriber
F	53	Subscriber
F	53	Spouse
F	53	Subscriber
F	53	Spouse
F	53	Subscriber
F	53	Spouse
F	53	Subscriber
F	53	Spouse
F	53	Subscriber
F	53	Spouse
F	53	Dependent
F	53	Spouse
F	54	Subscriber
F	54	Subscriber
F	54	Spouse
F	54	Spouse
F	54	Subscriber
F	54	Spouse
F	54	Subscriber
F	55	Spouse
F	55	Subscriber
F	55	Spouse
F	55	Spouse
F	55	Dependent
F	55	Spouse

Gender	Ages	Member Type
M	63	Subscriber
M	63	Subscriber
M	64	Subscriber
M	72	Spouse

PacifiCare[®]

Dental & Vision Administrators

Active / Group # 100450

Gender	Ages	Member Type
F	61	Spouse
F	62	Subscriber
F	62	Spouse
F	62	Spouse
F	62	Spouse
F	62	Subscriber
F	62	Spouse
F	62	Spouse
F	63	Subscriber
F	63	Spouse
F	63	Subscriber
F	66	Subscriber
F	67	Spouse
F	72	Subscriber
F	76	Spouse

Gender	Ages	Member Type
--------	------	-------------

PacifiCare[®]

Dental & Vision Administrators

Retiree Group # 100452

Gender	Ages	Member Type
F	63	Subscriber
F	64	Spouse
F	64	Subscriber
F	64	Subscriber
F	64	Subscriber
F	64	Spouse
F	76	Spouse
F	77	Spouse
F	83	Subscriber

Total =
50

Gender	Ages	Member Type
M	58	Spouse
M	58	Subscriber
M	59	Spouse
M	59	Subscriber
M	60	Subscriber
M	60	Subscriber
M	61	Subscriber
M	61	Spouse
M	62	Subscriber
M	62	Subscriber
M	62	Spouse
M	62	Subscriber
M	63	Subscriber
M	64	Subscriber
M	64	Subscriber
M	64	Subscriber
M	65	Subscriber
M	67	Spouse
M	86	Subscriber

Total = 66

Attachment - C

Claims Experience Analysis

Santa Cruz Metropolitan Transit District

UCR-Stand-Alone-1700 CYM-0 Month Basic Wait-0 Month Major Wait-100/85/60 In Co-100/85/60 Out Co-0/0 Ded-90th Percentile

Summary of

Monthly

Experience

Incurred Month	Employee		Adjusted Claims
	Lives	Premium	
May '03	-	\$ -	-
Jun. '03	-	\$ -	-
Jul. '03	-	\$ -	-
Aug '03	-	\$ -	-
Sep. '03	-	\$ -	-
Oct. '03	-	\$ -	-
Nov. '03	-	\$ -	-
Dec. '03	-	\$ -	-
Jan. '04	349	\$ 37,577	\$ 26,281
Feb. '04	358	\$ 38,604	\$ 20,295
Mar '04	362	\$ 38,978	\$ 31,827
Apr '04	360	\$ 38,741	\$ 26,507
May '04	361	\$ 38,752	\$ 26,552
Jun. '04	363	\$ 38,904	\$ 30,689
Jul. '04	363	\$ 38,931	\$ 31,806
Aug. '04	363	\$ 38,931	\$ 26,748
Sep. '04	362	\$ 38,721	\$ 25,382
Oct. '04	372	\$ 39,959	\$ 20,715
Nov '04	404	\$ 43,172	\$ 22,760
Dec. '04	405	\$ 43,269	\$ 32,945
Jan. '05	390	\$ 41,916	\$ 27,259
Feb. '05	396	\$ 42,581	\$ 23,424
Mar. '05	392	\$ 42,165	\$ 21,280
Apr. '05	392	\$ 42,180	\$ 28,848
Total	375	\$ 643,380	\$ 423,319

Latest Claim Average:	12 months	\$ 26,534
	9 months	25,485
	6 months	26,086
	3 months	24,517

Expected Claims

(PEPM-Per Employee

Per Month)

Experience Period Policy Period	Average Employee Lives	Recorded Claims	Expected Claim per Employee per Month
	5/2004 - 4/2005	380	\$ 318,408
1/2006 - 12/2006			

Average Contract Size

2.27

*Santa Cruz Metropolitan
Transit District*



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ADDENDUM NO. 2
REQUEST FOR PROPOSALS (RFP) NO. 05-06
FOR EMPLOYEE DENTAL INSURANCE COVERAGE

September 26, 2005

Receipt of this Addendum No. 2 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal.

Attached to this Addendum No. 2 is a copy of the District's Benefit Summary as provided by the current contractor:

Attachment A – Santa Cruz Metropolitan Transit District Dental Benefit Summary.

Proposal response date remains October 7, 2005, 5:00 p.m. PST.

Lloyd Longnecker
District Buyer

Attachment

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
DENTAL 442
BENEFIT SUMMARY



Freedom to visit any dentist you wish or select a network dentist for additional savings

Participants can select any dentist they wish and receive reimbursement for a percentage of the cost of covered procedures. Or they may visit a dentist from our large network of credentialed dentists and enjoy greater cost savings.

If you decide to use an out-of-network dentist, which you may do on your PacifiCare SignatureOptions (PPO) dental plan, your out-of-pocket cost may be higher.

See the reverse side for frequently asked questions about PacifiCare SignatureOptions dental plans.

Deductibles & Maximums

Calendar Year Maximum, per person	\$1,700
In-Network Calendar Year Deductible, individual/family	\$0/\$0
Out-of-Network Calendar Year Deductible, individual/family	\$0/\$0

Employees may have a one-year wait for major services. Check with your benefits administrator for details.

Preventive Services

Deductible is waived for these services.

- Checkups
- Cleanings
- Fluoride Treatments
- Sealants
- X-Rays

Basic Services

- Fillings
- Crown Recementation
- Basic Restoration

Major Services

- Periodontic Treatment (surgical)
- Crowns, Inlays and Onlays
- Bridges
- Dentures
- Root Canals
- Extractions
- Periodontic Services (non-surgical)
- Oral Surgery
- Periodontal Scaling & Root Planing

PERCENT OF COVERED EXPENSE		
	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	100%	100%
Basic Services	85%	85%
Major Services	60%	60%

This is not a comprehensive list of all services. For complete benefit information, please refer to the *Certificate of Coverage* booklet.

Ask your dentist for a predetermination of cost based on your plan's benefits.

Underwritten by PacifiCare Life and Health Insurance Company.

Copyright © PacifiCare Dental and Vision Administrators

Member Service

Monday–Friday, 7 a.m.–6 p.m. Pacific Time

1-800-22-TEETH
(1-800-228-3384)

Visit our Web site at www.pacificare-dental.com

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
DENTAL 442
FREQUENTLY ASKED QUESTIONS

PacifiCare
SignatureOptionsSM
A choice of providers and price

Q: Where do I find a listing of in-network dentists in my area?

A: Use your PacifiCare dental directory or call Member Service at 1-800-228-3384 for assistance. The directory is also available on our Web site at www.pacificare-dental.com.

Q: How can I know ahead of time what my out-of-pocket cost will be?

A: Ask your dentist for a predetermination of cost based on your plan's benefits. He or she can submit your proposed treatment plan to PacifiCare Dental and Vision Administrators, and we'll send him or her an explanation of benefits. You will then be able to discuss your treatment and payment as a well-informed patient.

Q: Will I have to pay more if I visit an out-of-network dentist?

A: Out-of-pocket cost for visiting an out-of-network dentist may be higher. Be sure to discuss fees up front with your dentist when he or she gives you a treatment plan.

Q: May I get a second opinion?

A: Yes. Reimbursement will be subject to your plan's benefits.

Q: Do I need a referral to see a specialist?

A: No. You may visit any in-network or out-of-network dentist based on your preferences or your dentist's recommendation.

Q: How do I file my claim?

A: You may submit a claim form directly to us, or your dentist can submit one for you. A claim form is provided to you in your plan materials. If you need an additional claim form, you can either download one from our Web site at www.pacificare-dental.com or call Claims Research at 1-800-622-6389 and request one from any of the friendly representatives available to help you.

Underwritten by PacifiCare Life and Health Insurance Company

Copyright © PacifiCare Dental and Vision Administrators

Member Service

Monday–Friday, 7 a.m.–6 p.m. Pacific Time

**1-800-22-TEETH
(1-800-228-3384)**

Visit our Web site at www.pacificare-dental.com

EXHIBIT - B

Response to

**Santa Cruz Metropolitan
Transit District**

Request for Proposal
05-06

For

Employee Dental Insurance Coverage

October 7, 2005

driver♦alliant

INSURANCE SERVICES

Table of Contents

Section 1	Cover Letter
Section 2	Required Proposal Documents
Section 3	Qualifications of the Firm
Section 4	Highlights of Insurance Program Offered Insurance Carrier Dental Network Summary
Section 5	Cost Proposal
Section 6	Exhibits
	A Delta Dental Network Responses Exclusions
	B MetLife Dental Network Responses Exclusions
	C Principal Dental Network Responses Exclusions

October 6, 2005

Mr. Lloyd Longnecker
Santa Cruz Metropolitan Transit District
Purchasing Office
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Dear Mr. Longnecker:

Thank you for the opportunity for Driver Alliant Insurance Services to respond to the Request for Proposal for Employee Dental Insurance Coverage for Santa Cruz Metropolitan Transit District. We are in receipt of Addendum No. 2 and appreciate your assistance in providing this additional information. We are excited about the opportunity to work with you to achieve your employee benefit goals.

As California's largest public agency consultant and benefits broker for over 300 public entities, Driver Alliant Insurance Services is uniquely positioned to respond to your needs as outlined in your Request for Proposal.

Proven Track Record

- Driver Alliant is dedicated to servicing the needs of the Public Sector
- Driver Alliant has created purchasing pools to provide lower cost options to their clients.
- The Cost Proposal in Driver Alliant's response to this Request for Proposal includes a full marketing that provides Santa Cruz Metropolitan District with options available from the market, as well as through purchasing pools.

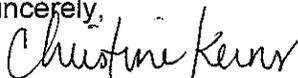
Dedicated Service Team

Santa Cruz Metropolitan Transit District will have a dedicated service team made up of professionals with a diverse background and proven performance track record. The attached proposal clearly outlines your Driver Alliant team that will support you and the work plan to be executed by each team member.

We are very excited about the opportunity to work with the Santa Cruz Metropolitan Transit District. We are interested in developing a highly effective and strong relationship with you and look forward to the opportunity to work with you and your members.

If you have any questions, please feel free to contact me at (415) 403-1462.

Sincerely,



Christine Kerns
Vice President

Section 1: Executive Summary

At Driver Alliant, we have a proven track record of working with more public agencies and JPAs than any other consultant in California. We understand that you have a need to maintain your existing level of benefits, while providing cost savings for both your agency and for your employees. We've used our expertise, proven track record, and experience to create solutions that best fit the needs of public entities.

Driver Alliant is uniquely qualified to serve as your benefits broker. Our specialization allows us to help you achieve:

- ♦ **Cost Reduction.** With over \$400 million in annual premium, we are able to negotiate from a very strong position with the carriers. Driver Alliant's negotiating power provides you and your employees with cost saving opportunities.
- ♦ **Driver Alliant Programs.** At Driver Alliant we leverage our size and expertise in the public sector to create exclusive programs that are designed specifically for cities, special districts, schools, and counties. These Ancillary benefits programs provide you with lower costs, while matching your current benefit offerings.
- ♦ **Long Term Stability.** With over 20 years of experience, we have developed solutions and programs that give our clients greater stability over the long term. We have been successful at providing multiple year rate guarantees, as well as rate caps for our clients.
- ♦ **Meaningful Choice.** Driver Alliant has worked to create innovative solutions. We go through a custom process with each client so that we can understand your specific goals and define the choices that make sense for you.
- ♦ **Access to Quality Care.** We understand that quality has different meanings for different people. Driver Alliant has created an Insurance Carrier Report Card that outlines each of the key variables to consider when selecting a health insurance carrier, i.e. benefits, network, cost, and quality. This tool is designed for each client and provides meaningful information about the plan components that are most important to you and your employees.

In addition, Driver Alliant has specifically developed and designed the following distinctive resources for public agencies:

- ♦ **Administrative Suite of Services.** Driver Alliant has identified critical services and support issues that are necessary in providing a smooth transition when you decide to change your insurance carrier. Our services are designed to provide efficiencies by simplifying your daily administrative processes.

- **Custom Communications.** Driver Alliant has a full-range of capabilities related to education and communication to employees and retirees. ***Santa Cruz Metropolitan Transit District's*** communication campaign can be as high-touch or as high-tech as is necessary to meet the needs of your Human Resource Department, your employees and your retirees. ***Santa Cruz Metropolitan Transit District's*** Driver Alliant team will meet with you on a regular basis to ensure that all communication needs are being met.

We believe we can make a positive difference for ***Santa Cruz Metropolitan Transit District*** and your employees. Driver Alliant is excited about the opportunity to work with ***Santa Cruz Metropolitan Transit District***. We understand your commitment to providing comprehensive, high quality and cost-effective benefit plans and programs that provide optimum value. We look forward to developing a partnership with ***Santa Cruz Metropolitan Transit District*** and working together to achieve your goals and objectives.

Section 2: Required Proposal Documents

Driver Alliant has reviewed all requirements outlined in the **Santa Cruz Metropolitan Transit District** Request for Proposal and agrees to comply as outlined below.

Part I – Instructions to Offerors

Driver Alliant has reviewed all instructions. This Response to Request for Proposal follows all instructions outlined.

Part II – General Information Form

The General Information Form is included in Section 2 to this Response to Request for Proposal.

Additionally, the following forms are included in Section 2:

- Lobbying Certification
- Buy America Provisions

Part III – Specifications for Employee Dental Insurance Coverage

Driver Alliant's Response to this Request for Proposal complies with all specifications and processes outlined. Insurance Carrier rate quotes in **Section 5** include broker commissions in the premium costs. There are no additional costs associated with Delta Dental's proposal.

PART II

GENERAL INFORMATION FORM

EMPLOYEE DENTAL INSURANCE COVERAGE 05-06
(To be completed by the offeror and placed at the front of your proposal)

Driver Alliant Insurance Services
Legal Name of Firm

October 6, 2005
Date

600 Montgomery Street, 9th Floor – San Francisco, CA 94111
Firm's Address

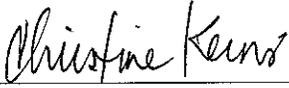
415-403-1462
Telephone Number

415-403-1465
FAX Number

Corporation
Type of Organization (Partnership, Corporation, etc)

33-0785439
Tax ID Number

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


Signature of Authorized Principal

Christine Kerns – Vice President
Name of Principal-in-Charge and Title

Christine Kerns – Vice President
Name of Project Manager and Title

Christine Kerns – Vice President – 415-403-1462 ckerns@driveralliant.com
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

600 Montgomery Street, 9th Floor – San Francisco, CA 94111
Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

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

_____ **Delta Dental** _____

_____ **MetLife Dental** _____

_____ **Principial Insurance** _____

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

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

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

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

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

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

Firm Name Driver Alliant Insurance Services, Inc.

Signature of Authorized Official *Christine Kerns*

Name and Title of Authorized Official Christine Kerns – Vice President

Date October 6, 2005

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 FIA 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: October 6, 2005
Signature: *Christine Keens*
Company Name: Driver Alliant Insurance Services, Inc.
Title: Vice President

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

Section 3: Qualifications of the Firm

Driver Alliant Insurance Services was established in San Diego in 1925 as the Robert F. Driver Company. The merger of the Sher Company with Robert F. Driver Co., Inc. in March 1999, and the subsequent acquisition of Robert F. Driver by Alliant Resources Group in 2001, has enhanced our ability to provide a full spectrum of professional insurance services to our public agency clients.

Driver Alliant today ranks among the 20 largest insurance brokerage firms in the United States and the third largest in California. Driver Alliant has more than 515 employees in twelve offices throughout California.

Public Entity Benefits Team

Driver Alliant Insurance Services was established in San Diego in 1925 as the Robert F. Driver Company. Driver Alliant began working in the employee benefits field in 1971 and entered the public entity insurance sector in 1977. In 2001 the acquisition of Robert F. Driver by Alliant Resources Group has enhanced our ability to provide a full spectrum of professional insurance services to our public agency clients.

Driver Alliant today ranks among the 15 largest insurance brokerage firms in the United States and the third largest in California. Driver Alliant has more than 515 employees in twelve offices throughout California.

Driver Alliant has developed customized insurance/risk management programs for our Public Agency clients. These programs have attracted the following client base for Driver Alliant:

- Over 300 Cities
- Over 150 School Districts
- Over 200 Special Districts
- 55 of the 58 Counties
- Over 100 Hospitals

Driver Alliant's San Francisco Public Entity Benefits Team will manage the ***Santa Cruz Metropolitan Transit District***.

Driver Alliant provides an independent consulting approach. We believe in presenting our program options, as well as the independent market place. This allows us to present the best scenario possible for you and your employees.

Section 3: Qualifications of the Firm

Team dedicated to Santa Cruz Metropolitan Transit District

Christine Kerns ***Vice President***

As the lead consultant, Christine will provide overall account management of all group insurance plans. She will have joint responsibility with Linda Kepley and Christina Cundari for implementation of the benefits plan strategy, bidding processes, renewal presentations, and open enrollment meetings.

Christine will work directly with the ***Santa Cruz MTD*** to establish benefit programs that meet the goals and financial objectives of the District. Christine has experience leading public entities through insurance carrier changes, communications, consensus building and Benefits Committee development. She will review current plan designs and providers to determine potential areas of suggested benefit redesign and provider changes. She will be primarily responsible to leverage carriers for competitive rates and establish level of benefits.

Christine has 18 years of group insurance experience. Christine has extensive experience in client-centered marketing, sales and account management. Her background includes management roles at Kaiser, CIGNA Healthcare and PacifiCare. She started her career with a Third Party Administrator where she was responsible for group installations, system programming and account management.

Christine will be the principal consultant to the Santa Cruz Metropolitan Transit District.

Linda Kepley ***Account Executive***

Linda will work with ***Santa Cruz Metropolitan Transit District*** in the day-to-day servicing of your account. Linda will be responsible for the development of employee communication materials, review of master contracts, pro-active communication of legislation that will affect the plan, and education of Payroll and Human Resources with plan benefits and administrative/billing procedures. She will also work closely with the carriers to make sure that plans run smoothly.

Linda has spent the last 10 years in the group insurance field with experience in the private and public sectors. Prior to joining Driver Alliant, Linda held roles with other agencies and insurance companies in both account management and sales. This combined experience has afforded Linda an extensive insight into the customer service and product capabilities in the group insurance market. Linda has an unmatched dedication to customer service. She is known for her commitment to meeting client needs and developing creative solutions.

Prior to her foray into the insurance world, Linda was a preschool teacher in the Santa Cruz area where she also attended college, focusing in Early Childhood Education.

Section 3: Qualifications of the Firm

Christina Cundari ***Benefits Coordinator***

Christine will be responsible for day-to-day service activities to include: handling routine claims and billing issues, coordinating open enrollment meetings and vendor communications, and ordering supplies needed during transition and throughout the year.

Christina has over 15 years of experience in the insurance industry. She started her career as a health and dental claim processor and then moved into various account management roles for the majority of her career. Christina brings an extensive knowledge of health, life and disability products and has specialized in working with national account clients who have complex benefit programs in both the public and private sectors. She brings excellent analytical and problem solving skills to our team.

Section 3: Qualifications of the Firm

Driver Alliant Public Entity Programs

Driver Alliant Insurance Services has leveraged its size and expertise in the public sector to create exclusive programs specifically for Cities, Counties, Schools and Special Districts. These programs allow Driver Alliant to offer lower costs while matching your current benefits offerings. The pricing quote included in this Response to Request for Proposal includes the Driver Alliant Delta Dental program rate through the California Public Entity Insurance Authority (CPEIA). CPEIA is a sister JPA to California State Association of Counties - Excess Insurance Authority (CSAC-EIA). CSAC EIA and CPEIA together form the largest JPA in the world. Through CPEIA, Santa Cruz Metropolitan Transit District has access to pooled purchasing that provides the lowest Delta Dental rates available to public agencies. Individual experience reports will be provided through Delta Dental. Additional examples of Driver Alliant public sector programs that are available to ***Santa Cruz Metropolitan Transit District*** are listed below:

- Life Insurance Programs
- Disability Programs
- Dental Programs
- Vision Programs
- EAP Programs
- Medical Programs

Driver Alliant provides an independent consulting approach. We believe in presenting our program options, as well as the independent market place. This allows us to present the best scenario possible for you and your employees.

Section 5 includes a summary cost analysis for all carriers that provided rate quotes for the Santa Cruz Metropolitan Transit District's Employee Dental Insurance Coverage. Delta Dental, MetLife Dental and Principal Dental all provided rate quotes. CIGNA Dental declined to quote. Delta Dental's quote provides Santa Cruz Metropolitan Transit District with approximately 11% in savings. Cost savings are in large part due to the availability of Delta's lowest administrative fee structure in the industry through Driver Alliant's access to the CPEIA purchasing pool. Delta Dental's rate quote is guaranteed for 2 years.

Section 4: Highlights of Insurance Program Offered

A. CONTENT OF PROPOSAL

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

1. Provide the geographical areas that you serve and numbers or lists of dental providers. How will you provide services to retirees that reside outside your service area?

Please refer to the Insurance Carrier Dental Network Summary in **Section 4** and the Carrier-Specific responses in **Exhibits A, B and C**.

2. Provide a list of all Preferred Providers in Santa Cruz and Monterey County.

Please refer to the the Carrier-Specific responses in **Exhibits A, B and C**.

3. Describe the methods you employ to attract and retain Dentists as Preferred Providers. What steps are you/will you take to increase the Preferred Provider list for Santa Cruz and Monterey County.

Please refer to the Carrier-Specific responses in **Exhibits A, B and C**.

4. Provide a current client list of at least three (3) other public agencies in Northern California and the name and telephone number of a contact person who can be contacted as a reference.

Please refer to the Carrier-Specific responses in **Exhibits A, B and C**.

5. Include description of fees based on usual, customary and reasonable (UCR) or other allowable schedule of benefits and/or out-of-pocket costs. How often are these fees reviewed and determined? What documents do you rely on to determine fees? How often are these sources updated? What geographical area do you use to determine VCR fees (ie. regionally, or state wide)?

Please refer to the Carrier-Specific responses in **Exhibits A, B and C**.

6. Describe your pre-authorization requirements, grievance resolution/appeal process, conversion policy (if any), coordination of benefits (if any), and COBRA requirements.

Please refer to the Carrier-Specific responses in **Exhibits A, B and C**.

Section 4: Highlights of Insurance Program Offered

7. Provide allowable frequency of x-rays and major services replacements.

Please refer to the Carrier-Specific responses in *Exhibits A, B and C*.

8. Provide list of exclusions and eligible services.

Please refer to the Carrier-Specific responses in *Exhibits A, B and C*.

9. Provide explanation of how dental claims are processed. Is the Dentist paid or is the employee reimbursed? How many days does it take to process payment?

Please refer to the Carrier-Specific responses in *Exhibits A, B and C*.

10. Provide or describe the monthly billing and enrollment process and/or administrative manual. How do you update and manage dependant coverage/eligibility once dependents turn 19?

Please refer to the Carrier-Specific responses in *Exhibits A, B and C*.

11. If the District were to change to a new dental insurance provider, provide an explanation of how existing claims will be processed in the first few months after the new contract start date. For example, if District employees or their dependents were having dental work completed after the new contract start date, what would be covered or paid by your plan. Describe your process for determining eligibility for procedures such as crowns or partials when the tooth was prepared or pulled under the previous plan.

Please refer to the Carrier-Specific responses in *Exhibits A, B and C*.

Section 4: Highlights of Insurance Program Offered

B. PROPOSER'S QUALIFICATIONS

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

Driver Alliant has reviewed and agrees.

The District will award a contract to the firm which is most capable of performing the services described in this RFP, based upon the criteria as set fourth in Section 1. Additionally, the selected firm must have adequate financial resources and references, which attest to the quality of the firm's past work and its ability to deliver the desired insurance coverages. As part of the determination that proposer is responsible and capable of providing this service, any proposer making a proposal to this RFP agrees to the following:

- 1. Provide sixty (60) days written notice of proposed policy anniversary renewal rate changes (first two-year term of the contract shall remain firm fixed rates).***

Driver Alliant will work as the District's advocate in ensuring that the selected insurance carrier provides sixty (60) days written notice of proposed policy anniversary renewal rate changes.

- 2. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees on approved leave of absence on a new carrier's policy effective date.***

Driver Alliant will work as the District's advocate during transition to ensure that no currently covered employee/retiree will lose coverage as result of a change in insurance carriers. We will ensure that employees currently on an approved leave of absence are included in the new carrier's eligibility system on the effective date.

- 3. Provide for a thirty-day written notice by policyholder to cancel policy.***

Driver Alliant will ensure that the District is able under contract with the insurance carrier to provide a thirty day written notice to cancel policy.

- 4. Provide for the effective enrollment date of coverage (to be the first day of the calendar month following qualified employment) and coverage ending date (to be the end of the calendar month following employment separation or other disqualifying reasons as determined by the District).***

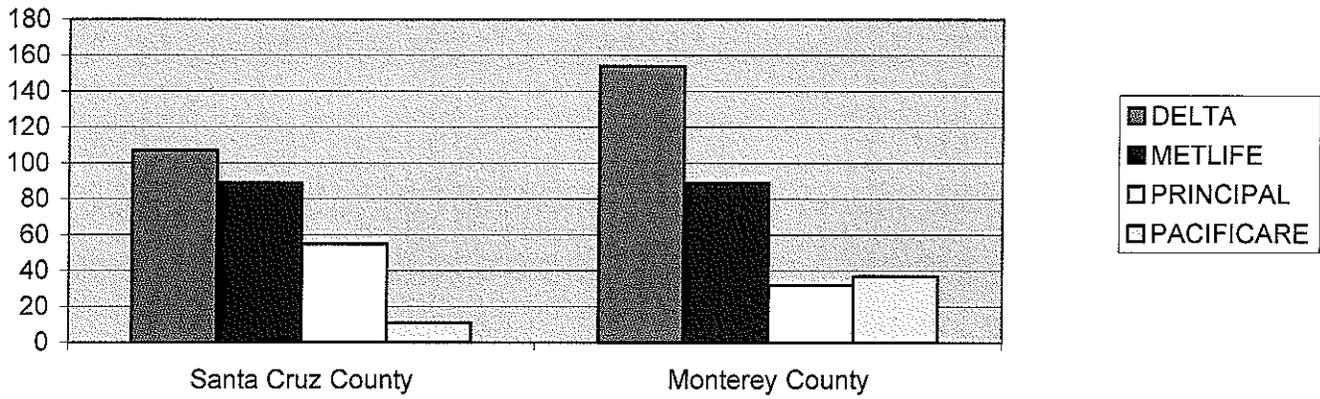
Driver Alliant will ensure that the selected insurance carrier will follow the eligibility provisions as outlined above.

Insurance Carrier Dental Network Summary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

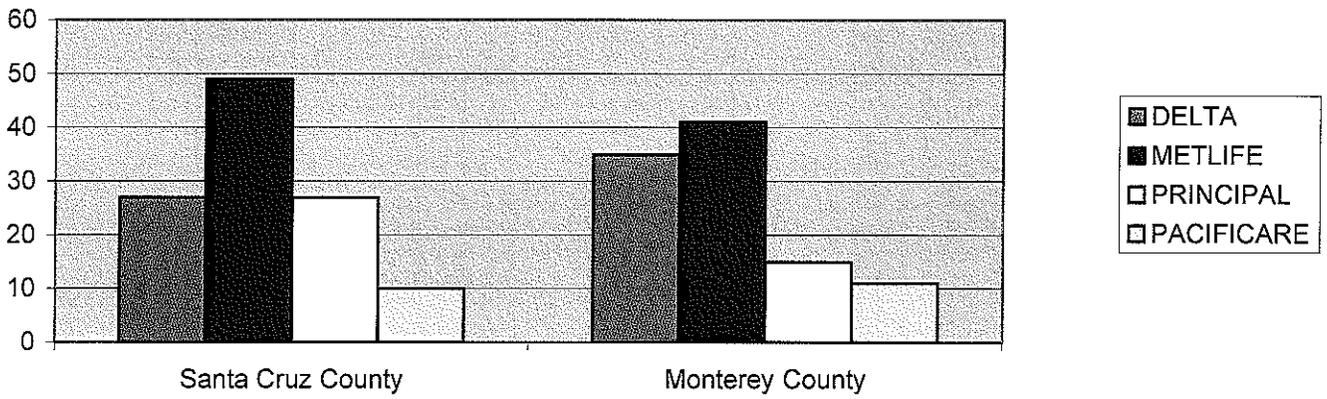
PROVIDER ACCESS REPORT

GENERALISTS



Counties	Santa Cruz County	Monterey County
DELTA	107	154
METLIFE	89	89
PRINCIPAL	55	32
PACIFICARE	11	37

SPECIALISTS



Counties	Santa Cruz County	Monterey County
DELTA	27	35
METLIFE	49	41
PRINCIPAL	27	15
PACIFICARE	10	11

DELTA DENTAL'S COVERED SERVICES

Delta Dental PPO

Fee Base	Plan 1	
	PPO	Non-PPO
	PPO Fee Allowance	Plan Allowance

Benefits

Diagnostic/Preventive	100%	100%
BASIC (Restorative, Sealants, Oral Surgery, Periodontic, Endodontic)	85/15	85/15
Major (Prosthodontic, Crowns & Casts)	60/40	60/40
Orthodontics - Child	60/40	60/40
Lifetime Ortho Max	\$3000	\$3000

Maximum

Per patient/calendar year	\$1700	\$1700
---------------------------	--------	--------

NETWORK

COUNTY OF SANTA CRUZ

Delta Premier	
<u>Specialty</u>	<u>Dentists</u>
Endodontists	6
General Dentists	107
Oral Surgeons	4
Orthodontists	7
Pediatric Dentists	6
Periodontists	4
Prosthodontists	0
Totals:	134

COUNTY OF MONTEREY

Delta Premier	
<u>Specialty</u>	<u>Dentists</u>
Endodontists	8
General Dentists	154
Oral Surgeons	9
Orthodontists	8
Pediatric Dentists	5
Periodontists	5
Prosthodontists	0
Totals:	189

DeltaPremier Dentist Listing for Central Coast

This directory contains the names of Delta dentists in your region in order by county then by city

You may obtain treatment from any dentist, but if you select a Delta dentist, he or she has agreed to provide treatment according to the provisions of your program. For example, Delta dentists complete treatment forms and submit them directly to Delta. Your program benefit booklet lists your benefits, limitations and exclusions and explains copayment costs that are your responsibility

If you select a non-Delta dentist, the dental bill is your responsibility. Upon your submission of a completed treatment form Delta will pay allowable amounts in accordance with the provisions of your program as outlined in your benefit booklet

If you are covered by the DeltaPreferred Option (DPO) program, you will generally receive a higher level of benefits by going to a DPO network dentist. DPO dentists are noted in this directory by an asterisk (*) in the column to the left of the dentist's name. You will also receive DPO in-network benefits when you go to any endodontist, oral surgeon or periodontist who is listed in this directory

Please note that there may have been changes since the publication date of this directory. Therefore we strongly recommend that you ask your dentist about his or her current status with Delta. For a current list of Delta dentists in your area use our online directory through our web site at www.deltadentalca.org

Services from dental school clinics may be provided by students of dentistry or instructors who are not licensed by the State of California

Key to dental specialty codes:

- 00 General dentists provide a full range of services for the entire family.
- 01 Endodontists specialize in diseases of the tooth pulp, performing such services as root canals.
- 10 Oral surgeons remove impacted teeth and repair fractures of the jaw and other damage to the bone structure around the mouth.
- 20 Orthodontists correct misaligned teeth and jaws, usually by applying braces.
- 30 Pediatric dentists generally limit their practices to children and teenagers.
- 40 Periodontists treat diseases of the tissues that support and surround the teeth.
- 50 Prosthodontists generally specialize in replacing missing natural teeth with bridges and dentures.
- 60 Oral pathologists diagnose diseases of the mouth from study of tissue samples.

Spec. Code	DPO	Name	Address	City	State	Zip	Phone
LOS ANGELES							
00		BRENNAN LD	368 KANAN RD	OAK PARK	CA	91377	(818) 889-5440
20		BRUNO, MJ	368 KANAN RD	OAK PARK	CA	91377	(818) 889-3885
00	*	ERICKSON TA	346 KANAN RD STE 101	OAK PARK	CA	91377	(818) 889-2254
20		MAYS, RA	368 KANAN RD	OAK PARK	CA	91377	(818) 889-3885
00	*	AZOFF-WALLMAN DL	7325 MEDICAL CTR DR #207	WEST HILLS	CA	91307	(818) 703-8455
01	*	BARAK A	7301 MEDICAL CNTR DR#208	WEST HILLS	CA	91307	(818) 346-5600
00	*	BARAL, S	23101 SHERMAN PL STE 417	WEST HILLS	CA	91307	(818) 347-7084
00	*	CHEUNG, SS	23101 SHERMAN PL STE 417	WEST HILLS	CA	91307	(818) 348-9595
00	*	DIZON, MC	7325 MEDICAL CNTR DR#101	WEST HILLS	CA	91307	(818) 348-6068
00		FUNDORA I	7301 MED CTR DR STE 305	WEST HILLS	CA	91307	(818) 594-0270
40	*	GAMINCHI F	7301 MEDICAL CNTR DR#305	WEST HILLS	CA	91307	(818) 594-0270
30		GOOD, DL	7345 MEDICAL CNTR DR#330	WEST HILLS	CA	91307	(818) 346-6282
00	*	HAM, JA	23101 SHERMAN PL # 520	WEST HILLS	CA	91307	(818) 704-6450
00		LANE GM	23101 SHERMAN PL STE 211	WEST HILLS	CA	91307	(818) 224-4711
10	*	LANG, RD	7325 MEDICAL CNTR DR#301	WEST HILLS	CA	91307	(818) 703-8200
00		LEBOFF-LEVI J	6520 PLATT AVE # 635	WEST HILLS	CA	91307	(818) 345-0100
00	*	MACIAS, FA	7301 MEDICAL CTR DR #306	WEST HILLS	CA	91307	(818) 883-3544
01	*	MALHOTRA AK	7325 MEDICAL CNTR DR#101	WEST HILLS	CA	91307	(818) 348-6068
00		MALLEN, E	23101 SHERMAN PL STE 211	WEST HILLS	CA	91307	(818) 225-0200
40	*	MARDIROSSIAN A	7325 MEDICAL CTR DR #101	WEST HILLS	CA	91307	(818) 348-6068
00	*	MCKEE, RA	7325 MEDICAL CTR DR #207	WEST HILLS	CA	91307	(818) 703-6315
00	*	MIKUSKY, CD	23101 SHERMAN PL STE 205	WEST HILLS	CA	91307	(818) 348-5100
30		PABST, JS	7345 MEDICAL CNTR DR#330	WEST HILLS	CA	91307	(818) 346-6282
00		RATHEE N	23101 SHERMAN PL STE 415	WEST HILLS	CA	91307	(818) 348-8898
00	*	RIAHI, R	7138 SHOUP AVE # B7-8	WEST HILLS	CA	91307	(818) 883-7070
00	*	RIVERA JR, GA	7230 MEDICAL CNTR DR#304	WEST HILLS	CA	91307	(818) 999-6031
00		SAFARIAN, A	7301 MEDICAL CNTR DR#208	WEST HILLS	CA	91307	(818) 346-5600
10	*	SAMOUCHI P	7325 MEDICAL CNTR DR#301	WEST HILLS	CA	91307	(818) 703-8200
00		SIDANA H	7138 SHOUP AVE # B 7/8	WEST HILLS	CA	91307	(818) 883-7070
00		YAGHOUBIAN RS	7301 MEDICAL CTR DR #208	WEST HILLS	CA	91307	(818) 346-5600
00	*	YAZDI, M	7325 MEDICAL CNTR DR#302	WEST HILLS	CA	91307	(818) 999-0180
00		YOUNG, VJ	23101 SHERMAN PL STE 315	WEST HILLS	CA	91307	(818) 340-9077
20		ZIERHUT E	7345 MEDICAL CTR DR #330	WEST HILLS	CA	91307	(818) 346-6282

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		ABILEZ JR, G	3180 WILLOW LN STE 218	WESTLAKE VILLAGE	CA	91361	(805) 495-4300
00	*	AFSHARI, N	3665 E THOUSAND OAKS BLV	WESTLAKE VILLAGE	CA	91362	(805) 496-3347
00		ARNETT, TS	179 AUBURN CT STE 2	WESTLAKE VILLAGE	CA	91362	(805) 495-8417
00	*	BANKI, SM	141 DUESENBERG DR STE 3	WESTLAKE VILLAGE	CA	91362	(805) 497-0989
00		BIANCHI TJ	1240 SO WESTLAKE BL #127	WESTLAKE VILLAGE	CA	91361	(805) 230-2293
00	*	BISHOP, JG	1240 SO WESTLAKE BLV#225	WESTLAKE VILLAGE	CA	91361	(805) 494-0717
01	*	BLUTH, LA	1240 WESTLAKE BLVD #131	WESTLAKE VILLAGE	CA	91361	(805) 494-3772
01	*	BOLLINGER, JE	176 AUBURN CT STE 6	WESTLAKE VILLAGE	CA	91362	(805) 495-4601
00		BRIGHTLEAF, A	1240 SO WESTLAKE BL #225	WESTLAKE VILLAGE	CA	91361	(310) 455-1153
00		BURKETT BC	1240 SO WESTLAKE BL #101	WESTLAKE VILLAGE	CA	91361	(805) 497-8283
40	*	CARLTON, DA	47 DUESENBERG DR STE 101	WESTLAKE VILLAGE	CA	91362	(805) 373-6665
20	*	CAWTHON FJ	860 HAMPSHIRE RD STE M	WESTLAKE VILLAGE	CA	91361	(323) 937-7302
01	*	COBIN MA	176 AUBURN CT STE 6	WESTLAKE VILLAGE	CA	91362	(805) 495-4601
00		EBEN, A	911 HAMPSHIRE RD STE 7	WESTLAKE VILLAGE	CA	91361	(805) 497-9585
00	*	FREEMAN, RA	4685 LAKEVIEW CANYON RD	WESTLAKE VILLAGE	CA	91361	(818) 879-7480
01	*	GARVIN, GB	1240 SO WESTLAKE BL #131	WESTLAKE VILLAGE	CA	91361	(805) 494-3772
00		GASPORRA AR	179 AUBURN CT	WESTLAKE VILLAGE	CA	91362	(805) 496-9326
00	*	GEORGIAN, S	32144 AGOURA RD STE 213	WESTLAKE VILLAGE	CA	91361	(818) 991-4664
00	*	GHOTANIAN R	870 HAMPSHIRE RD STE C	WESTLAKE VILLAGE	CA	91361	(805) 497-2260
50		GLANCY, TP	179 AUBURN CT STE 3	WESTLAKE VILLAGE	CA	91362	(805) 371-0550
00		GREENMAN SC	1240 SO WESTLAKE BL #223	WESTLAKE VILLAGE	CA	91361	(805) 496-9555
00		HAKIMI, DY	911 HAMPSHIRE RD STE 7	WESTLAKE VILLAGE	CA	91361	(805) 497-9585
00		HEWITSON MJ	32144 AGOURA RD STE 213	WESTLAKE VILLAGE	CA	91361	(818) 991-4664
10	*	KATZ, SH	32144 AGOURA RD STE 218	WESTLAKE VILLAGE	CA	91361	(818) 889-6700
00		LANDIN, S	176 AUBURN CT STE 2	WESTLAKE VILLAGE	CA	91362	(818) 889-5040
00		LEAVITT IM	699 HAMPSHIRE RD STE 209	WESTLAKE VILLAGE	CA	91361	(805) 373-5758
00	*	LEE, GK	176 AUBURN CT STE 1	WESTLAKE VILLAGE	CA	91362	(805) 497-1644
20		LUBBERTS, RC	1240 SO WESTLAKE BL #235	WESTLAKE VILLAGE	CA	91361	(805) 496-9666
00		MAKANVAND S	860 HAMPSHIRE RD STE M	WESTLAKE VILLAGE	CA	91361	(805) 497-7666
00		NEFF, RA	3967 E THOUSAND OAKS #D	WESTLAKE VILLAGE	CA	91362	(805) 495-8853
00		ORGAN SA	699 HAMPSHIRE RD STE 209	WESTLAKE VILLAGE	CA	91361	(805) 494-4887
50		PAGAN, AG	47 DUESENBERG DR STE 102	WESTLAKE VILLAGE	CA	91362	(805) 379-4473
00	*	PATIL-HOLT ML	860 HAMPSHIRE RD STE E	WESTLAKE VILLAGE	CA	91361	(805) 494-8991
00		PEARLMAN IL	176 AUBURN CT STE 2	WESTLAKE VILLAGE	CA	91362	(805) 374-8888
01	*	POKRAS, D	1240 SO WESTLAKE BL #131	WESTLAKE VILLAGE	CA	91361	(805) 494-3772
10	*	REZNICK, JB	32144 AGOURA RD STE 218	WESTLAKE VILLAGE	CA	91361	(818) 889-6700
00		RIEDER, MJ	32144 AGOURA RD STE 206	WESTLAKE VILLAGE	CA	91361	(818) 889-0400
00		RUTHENBECK, CH	176 AUBURN CT STE 3	WESTLAKE VILLAGE	CA	91362	(805) 495-9810
00		SAGATAUSKAITE IE	1145 LINDERO CYN RD #D5	WESTLAKE VILLAGE	CA	91362	(818) 991-0077
00		SANDS GD	1240 WESTLAKE BLVD #201	WESTLAKE VILLAGE	CA	91361	(805) 495-7212
00		SHINDLER, PH	960 SO WESTLAKE BLVD#201	WESTLAKE VILLAGE	CA	91361	(805) 495-0187
00		SOMERVILLE, TL	1240 SO WESTLAKE BL #139	WESTLAKE VILLAGE	CA	91361	(805) 373-2800
00		STEPHENS, WG	2801 TOWNSGATE #205	WESTLAKE VILLAGE	CA	91361	(805) 494-3231
01	*	STOOPS LC	176 AUBURN CT STE 6	WESTLAKE VILLAGE	CA	91362	(805) 495-4601
01	*	STOOPS, RC	176 AUBURN CT STE 6	WESTLAKE VILLAGE	CA	91362	(805) 495-4601
00		SUBKA, JL	32144 AGOURA RD STE 204	WESTLAKE VILLAGE	CA	91361	(818) 889-3701
00	*	TINCHER, LM	5655 LINDERO CYN RD #506	WESTLAKE VILLAGE	CA	91362	(818) 597-5881
01	*	TRNAVSKY G	1240 SO WESTLAKE BL #131	WESTLAKE VILLAGE	CA	91361	(805) 494-3772
00		WOODALL, SM	3180 WILLOW LN STE 208	WESTLAKE VILLAGE	CA	91361	(805) 496-9775
00		WUESTHOFF, TF	176 AUBURN CT STE 5	WESTLAKE VILLAGE	CA	91362	(805) 496-4247
00		YIN L	3967 E THOUSAND OAKS #D	WESTLAKE VILLAGE	CA	91362	(818) 991-2757
MONTEREY							
00		ALEXANDER TL	26365 CARMEL RCHO BLVD	CARMEL	CA	93923	(831) 624-3549
00		CARL, BA	26485 CARMEL RANCHO BL#3	CARMEL	CA	93923	(831) 624-2111
20		CASSADY CW	26365 CARMEL RANCHO BLVD	CARMEL	CA	93923	(831) 624-7244
00		ENGLISH PC	26365 CARMEL RANCHO BLVD	CARMEL	CA	93923	(831) 625-2974
00		HATTON, DJ	26365 CARMEL RANCHO LN	CARMEL	CA	93922	(831) 624-7950
00		HEASTON TG	27859 BERWICK DR	CARMEL	CA	93923	(831) 625-2250
00		LOVE, DB	26365 CARMEL RANCHO BLVD	CARMEL	CA	93923	(831) 624-3549
00		MANKE, C	200 CLOCK TOWER PL #201D	CARMEL	CA	93923	(831) 624-3740
00		MORRIS RG	26365 CARMEL RANCHO BLVD	CARMEL	CA	93923	(831) 624-4568
00	*	OH JS	26365 CARMEL RCHO BL #D	CARMEL	CA	93923	(831) 624-1528
20	*	PALMA, GD	26535 CRML RANCHO BLV#5C	CARMEL	CA	93923	(831) 624-4100
00		RICCIARDI, AK	26535 CARMEL RCHO BL#1	CARMEL	CA	93923	(831) 624-8548
00		SHIMIZU, RM	26365 CARMEL RANCHO BL#C	CARMEL	CA	93923	(831) 624-5211
00		SOTTOSANTI K	26535 CARMEL RCH BLVD #1	CARMEL	CA	93923	(831) 624-8548
00		THOMAS RL	26535 CARMEL RANCHO #5-A	CARMEL	CA	93923	(831) 625-2255
00		WILSON EJ	26365 CARMEL RANCHO LN	CARMEL	CA	93923	(831) 624-2203
00		AUSTIN, SD	16 FORD RD	CARMEL VALLEY VILLAG	CA	93924	(831) 659-4944
00		ISHII LK	11272 MERRITT ST STE A	CASTROVILLE	CA	95012	(831) 633-5827
00		MOY, W	11272 MERRITT ST STE A	CASTROVILLE	CA	95012	(831) 633-5827
00		SHIN, DD	800 PORTOLA DR STE A	DEL REY OAKS	CA	93940	(831) 394-7220
00	*	KISTINGER, JW	421 CENTER ST	GONZALES	CA	93926	(831) 675-3354
00		INGHAM GJ	847 OAK AVE	GREENFIELD	CA	93927	(831) 674-3400
00		KHAMIS, RI	329 EL CAMINO REAL	GREENFIELD	CA	93927	(831) 674-0235
00		KING, PJ	847 OAK AVE	GREENFIELD	CA	93927	(831) 674-5576
00		MIRELES, E	696 WALNUT AVE # 1	GREENFIELD	CA	93927	(831) 674-5501
00		BALLENGEE EL	218 N VANDERHURST AVE	KING CITY	CA	93930	(831) 385-5886
00	*	LIVNE, J	220 N VANDERHURST AVE	KING CITY	CA	93930	(831) 385-3889
00	*	MANCIAS R	550 CANAL ST STE A	KING CITY	CA	93930	(831) 386-0958
00	*	PHILLIPS DM	222 S RUSS ST	KING CITY	CA	93930	(831) 385-5616
00		CLARK, BH	3154 DEFOREST RD #A	MARINA	CA	93933	(831) 384-2442
00	*	DE LA TORRE FR	3154 DE FOREST RD STE D	MARINA	CA	93933	(831) 384-5023
00	*	HOARAU, Y	250 RESERVATION RD	MARINA	CA	93933	(831) 883-8008
00		HOLM, RN	3154 DEFOREST RD #B	MARINA	CA	93933	(831) 384-2562
00		JANG KK	223 REINDOLLAR AVE STE B	MARINA	CA	93933	(831) 384-6333

Spec. Code	DPO	Name	Address	City	State	Zip	Phone
00		LAVILLA, A	271 RESERVATION RD # 101	MARINA	CA	93933	(831) 883-8383
00		WOLFF, PH	3154 DE FOREST RD STE A	MARINA	CA	93933	(831) 384-2442
00		ZERNICKE, RP	271 RESERVATION RD # 102	MARINA	CA	93933	(831) 384-7730
00	*	ALEXANDER S	1010 CASS ST STE C1	MONTEREY	CA	93940	(831) 333-9111
20		AUGER, TA	335 EL DORADO ST STE 2	MONTEREY	CA	93940	(831) 373-3765
30		BAYLESS, JM	333 EL DORADO ST	MONTEREY	CA	93940	(831) 375-9232
10	*	BHASKAR PB	335 EL DORADO ST STE 3	MONTEREY	CA	93940	(831) 372-2882
40	*	BHASKAR, SN	333 EL DORADO ST	MONTEREY	CA	93940	(831) 372-0440
00		BIANCO RJ	965 PACIFIC ST	MONTEREY	CA	93940	(831) 372-3985
00		BREULEUX PS	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-1507
00		BRYAN, MP	251 LIGHTHOUSE AVE	MONTEREY	CA	93940	(831) 373-0478
00		BURNETT, DG	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-2939
00		CAPRIO, DS	880 CASS ST STE 204	MONTEREY	CA	93940	(831) 372-6304
00		CORRIVEAU C	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-2939
00		CUVA RS	101 CAMINO AGUAJITO	MONTEREY	CA	93940	(831) 373-0617
00		CUVA RS	101 CAMINO AGUAJITO	MONTEREY	CA	93940	(831) 373-0617
01	*	DEAN, JP	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-1377
01	*	FAIA RM	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-1377
30		FAIA III, J	333 EL DORADO ST	MONTEREY	CA	93940	(831) 375-4877
00		FERLITO, HJ	251 LIGHTHOUSE AVE	MONTEREY	CA	93940	(831) 373-0478
00		GREEN, DJ	20 DORMODY CT	MONTEREY	CA	93940	(831) 373-3703
00		GROSINCK AR	333 EL DORADO ST	MONTEREY	CA	93940	(831) 373-4431
00		HALLER TL	880 CASS ST STE 109	MONTEREY	CA	93940	(831) 649-8030
00		HARDY I	880 CASS ST STE 204	MONTEREY	CA	93940	(831) 372-3221
00		HARDY, I	121 FAIRGROUND RD	MONTEREY	CA	93940	(831) 373-0681
01	*	HAYMORE, BD	1062 CASS ST	MONTEREY	CA	93940	(831) 373-2128
00		HIGGINBOTHAM DJ	831 CASS ST	MONTEREY	CA	93940	(831) 373-1279
00	*	HOLM, GL	969 PACIFIC ST	MONTEREY	CA	93940	(831) 375-4338
00		HOWARD, JS	85 VIA ROBLES	MONTEREY	CA	93940	(831) 372-7548
40	*	KEELEY, PM	877 PACIFIC ST STE 100	MONTEREY	CA	93940	(831) 373-2141
00		KENT, RE	2100 GARDEN RD BLDG K	MONTEREY	CA	93940	(831) 375-4242
00		KROLL, RA	335 EL DORADO ST STE 1	MONTEREY	CA	93940	(831) 649-4200
00		KWIATKOWSKI EW	880 CASS ST STE 207	MONTEREY	CA	93940	(831) 372-4411
00		LAGIER, LE	550 CAMINO EL ESTERO#200	MONTEREY	CA	93940	(831) 649-4149
00		LONDON KG	333 EL DORADO ST	MONTEREY	CA	93940	(831) 375-4014
00		LEAMEY, JC	275 EL DORADO ST	MONTEREY	CA	93940	(831) 372-9391
10	*	LEWIS, MK	337 EL DORADO ST STE 3A	MONTEREY	CA	93940	(831) 373-2967
00		MARSCHIK, M	880 CASS ST STE 207	MONTEREY	CA	93940	(831) 372-4411
30		MILLER, MG	333 EL DORADO ST	MONTEREY	CA	93940	(831) 375-4877
00		MOY, W	2440 N FREMONT ST#211	MONTEREY	CA	93940	(831) 643-2228
00		NINO, CL	101 CAMINO AGUAJITO	MONTEREY	CA	93940	(831) 373-0617
00		NOTO CV	31 SOLEDAD DR STE B	MONTEREY	CA	93940	(831) 375-4614
00		NOTO, TJ	31 SOLEDAD DR STE B	MONTEREY	CA	93940	(831) 375-4614
00		OSAKI, HS	166 SARGENT CT	MONTEREY	CA	93940	(831) 373-2628
20	*	PALMA G	81 VIA ROBLES	MONTEREY	CA	93940	(831) 373-0415
00		PENNA, JC	337 EL DORADO ST STE A2	MONTEREY	CA	93940	(831) 649-4711
00		RICHEY, WL	880 CASS ST STE 104	MONTEREY	CA	93940	(831) 373-3531
00		ROHOLT, DH	100 PARK AVE	MONTEREY	CA	93940	(831) 373-4116
00		SATO, RN	2 VIA JOAQUIN	MONTEREY	CA	93940	(831) 375-2322
00		SATOW, SK	1001 PACIFIC ST STE A	MONTEREY	CA	93940	(831) 655-2165
10	*	SILVA, PV	335 EL DORADO ST STE 3	MONTEREY	CA	93940	(831) 372-2882
40	*	SMITH SC	32 DORMODY CT	MONTEREY	CA	93940	(831) 373-3520
10	*	STEEL, JH	337 EL DORADO ST STE 3A	MONTEREY	CA	93940	(831) 373-2967
01	*	STEUCK, GJ	1062 CASS ST	MONTEREY	CA	93940	(831) 373-2128
10	*	STODDARD EL	880 CASS ST STE 203	MONTEREY	CA	93940	(831) 649-1388
00	*	TAROLA, JP	1010 CASS ST STE B2	MONTEREY	CA	93940	(831) 375-3206
00		TIECHNER CJ	550 CAMINO EL ESTERO#200	MONTEREY	CA	93940	(831) 649-4149
00		TRAN, D	243 EL DORADO ST STE 101	MONTEREY	CA	93940	(831) 647-1200
00		TURNER, DJ	815 CASS ST	MONTEREY	CA	93940	(831) 375-1112
20		WAHL, WR	335 EL DORADO ST STE 2	MONTEREY	CA	93940	(831) 373-3765
40	*	WHANG, RS	2440 FREMONT ST # 211	MONTEREY	CA	93940	(831) 643-2228
20		CASSADY, CW	529 CENTRAL AVE	PACIFIC GROVE	CA	93950	(831) 372-1566
00		LACKEY AD	675 PINE AVE	PACIFIC GROVE	CA	93950	(831) 649-1055
00		LACKEY, BD	675 PINE AVE	PACIFIC GROVE	CA	93950	(831) 649-1055
00		LINDLY MT	220 COUNTRY CLUB GATE CT	PACIFIC GROVE	CA	93950	(831) 375-7006
00		POOLE, JA	675 PINE AVE	PACIFIC GROVE	CA	93950	(831) 375-7006
00		SCHMUNK, TR	110 GRAND AVE APT 3	PACIFIC GROVE	CA	93950	(408) 672-7002
00		SIMONSEN, DW	220 COUNTRY CLUB GATE#10	PACIFIC GROVE	CA	93950	(831) 373-7575
00		HERRING KD	8550 PRUNEDALE NO RD #A	PRUNEDALE	CA	93907	(831) 663-5667
00	*	LALINDE AM	17820 MORO RD	PRUNEDALE	CA	93907	(831) 663-2660
00	*	NYE, GL	17820 MORO RD	PRUNEDALE	CA	93907	(831) 663-2660
00	*	ALDAPE, KY	258B SAN JOSE ST	SALINAS	CA	93901	(831) 759-0700
00		ANDRESEN DR	750 E ROMIE LN # B	SALINAS	CA	93901	(831) 424-0881
00		AOKI, VM	780 E ROMIE LN STE A	SALINAS	CA	93901	(831) 754-1667
00	*	ATKINSON, SW	1209 N DAVIS RD	SALINAS	CA	93907	(831) 424-4111
20		AUGER TA	631 E ALVIN DR STE D	SALINAS	CA	93906	(831) 443-3814
20		BABB, LK	1465A N DAVIS RD	SALINAS	CA	93907	(831) 424-3255
00		BANNER MR	632 E ROMIE LN	SALINAS	CA	93901	(831) 424-0678
00	*	BAUGHN, WT	505 E ROMIE LN STE D	SALINAS	CA	93901	(831) 422-7878
00	*	BENJAMIN V	1244 N MAIN ST	SALINAS	CA	93906	(831) 442-2600
00	*	BETTS, AF	640 E ALVIN DR STE D	SALINAS	CA	93906	(831) 443-3739
10	*	BHASKAR PB	127 E ROMIE LN	SALINAS	CA	93901	(831) 422-7575
40	*	BHASKAR, SN	750 E ROMIE LN # D	SALINAS	CA	93901	(831) 422-9908
00	*	CARDENAS, J	323 NO SANDORN RD #A	SALINAS	CA	93905	(831) 759-2408
20	*	CATER, RE	2029 NO MAIN ST	SALINAS	CA	93906	(831) 624-1110
00		CHEANG GW	43 W ROMIE LN	SALINAS	CA	93901	(831) 422-3601

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00	*	CHIANG PC	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	CHIANG PC	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	CHO JB	1760 N MAIN ST	SALINAS	CA	93906	(831) 442-2610
00		CHO, MS	1760 N MAIN ST	SALINAS	CA	93906	(831) 442-2610
30		CHUNG JR, TG	972 LUPIN DR # B	SALINAS	CA	93906	(831) 422-6461
01	*	COHEN, JR	264 SAN JOSE ST # A	SALINAS	CA	93901	(831) 424-0885
00		CURETON RL	620 E ALVIN DR STE E	SALINAS	CA	93906	(831) 449-8363
00		DANG, VV	1558 CONSTITUTION BLVD	SALINAS	CA	93905	(408) 288-9894
01	*	DAUGHENBAUGH JA	780 E ROMIE LN STE E	SALINAS	CA	93901	(831) 757-3951
00		DEWITT, JG	408 SO MAIN ST	SALINAS	CA	93901	(831) 424-7878
00	*	DOMINGUEZ, JS	672 E ROMIE LN	SALINAS	CA	93901	(831) 751-2801
00		DUSENBURY C	505 E ROMIE LN STE J	SALINAS	CA	93901	(831) 424-6481
00		GOETZE, RJ	275 W LAUREL DR # B	SALINAS	CA	93906	(831) 443-1151
00		GORMAN GS	780 E ROMIE LN STE B	SALINAS	CA	93901	(831) 424-2986
00		GRADO II GR	1107 LOS PALOS DR STE 4	SALINAS	CA	93901	(831) 424-1534
00		HALL, WA	11 W LAUREL DR STE 135	SALINAS	CA	93906	(831) 449-9128
00		HEMINGWAY, DR	620 E ALVIN DR STE G	SALINAS	CA	93906	(831) 449-4567
00		HIRASUNA JT	1045 LOS PALOS DR	SALINAS	CA	93901	(831) 758-3319
00	*	JOYCE, FC	770 E ROMIE LN STE B	SALINAS	CA	93901	(831) 422-5942
00		KELLEY WM	780 E ROMIE LN STE F	SALINAS	CA	93901	(831) 422-5832
00		KIM, A	750 E ROMIE LN STE A	SALINAS	CA	93901	(831) 422-5351
00	*	KIM, Y	1137 N MAIN ST # A	SALINAS	CA	93906	(831) 753-9505
00		KLUGMAN, GP	935 BLANCO CIR	SALINAS	CA	93901	(831) 422-7838
00	*	KRISTIANO JN	1556 N MAIN ST	SALINAS	CA	93906	(831) 444-0882
10	*	LEWIS MK	770 E ROMIE LN STE G	SALINAS	CA	93901	(831) 757-5291
00		LIGHT, D	275 W LAUREL DR # C	SALINAS	CA	93906	(831) 443-1196
00		LIPS, PJ	750 E ROMIE LN # C	SALINAS	CA	93901	(831) 757-1038
00		LORSHBOUGH HA	1209 N DAVIS RD	SALINAS	CA	93907	(831) 424-2100
00		LOWE, MD	601 E ROMIE LN STE 6	SALINAS	CA	93901	(831) 424-4230
00		MALEK, MW	631 E ALVIN DR STE J1	SALINAS	CA	93906	(831) 442-0620
00	*	MANCIAS, RA	1033 E ALISAL ST STE H	SALINAS	CA	93905	(831) 775-0150
01	*	MANSOUR, BF	130 E ROMIE LN STE B	SALINAS	CA	93901	(831) 783-3131
10	*	MCBRIDE RL	972 LUPIN DR # B	SALINAS	CA	93906	(831) 422-6461
00		MCWILLIAMS, KC	130 E ROMIE LN STE A	SALINAS	CA	93901	(831) 758-8316
00		MIKHAIL MORCOS MR	770 E ROMIE LN STE H	SALINAS	CA	93901	(831) 771-0198
00		MIRELES, E	608 E BORONDA RD # B	SALINAS	CA	93906	(831) 443-3524
20		MITCHELL, JI	780 E ROMIE LN STE G	SALINAS	CA	93901	(831) 422-7424
30	*	MORRIS JD	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	MORRIS JD	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	MORRIS PJ	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	MORRIS PJ	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
10	*	MRAULE, RM	1124 PAJARO ST	SALINAS	CA	93901	(831) 757-3021
00	*	MURILLO M	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	MURILLO, M	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	MYAING, H	1107 LOS PALOS DR STE 1	SALINAS	CA	93901	(831) 758-0122
00		NGOI, ST	972 LUPIN DR # B	SALINAS	CA	93906	(831) 422-6461
00	*	OH, JS	559 E ALISAL ST STE 101	SALINAS	CA	93905	(831) 757-1111
00		OSAKI, HS	780 E ROMIE LN STE A	SALINAS	CA	93901	(831) 424-0301
00	*	PAGLINAWAN, AM	1185 N MAIN ST STE 1	SALINAS	CA	93906	(831) 757-9701
00	*	PATEL, H	640 E ALVIN DR STE A	SALINAS	CA	93906	(831) 443-2700
10	*	PERROTT DH	1124 PAJARO ST	SALINAS	CA	93901	(831) 757-3021
00		PUA, CL	1064 PAJARO ST	SALINAS	CA	93901	(831) 751-6175
00	*	RAKSHAK B	601 E ROMIE LN STE 4	SALINAS	CA	93901	(831) 424-9895
00	*	RAMIREZ, DM	640 E ALVIN DR STE C	SALINAS	CA	93906	(831) 443-9323
00		REBER, MA	620 E ALVIN DR STE G	SALINAS	CA	93906	(831) 449-4567
00		RICHARDSON LH	770 E ROMIE LN STE A1	SALINAS	CA	93901	(831) 424-3035
20	*	ROGERS DP	275 W LAUREL DR	SALINAS	CA	93906	(831) 449-1501
00		ROHOLT, DH	1107 LOS PALOS DR	SALINAS	CA	93901	(831) 758-1661
00		ROSEN, GD	750 E ROMIE LN	SALINAS	CA	93901	(831) 424-0881
00	*	SAISHO KB	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	SAISHO, KB	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	SANGER RG	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00	*	SANGER, RG	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	SCARISBRICK LL	620 E ALVIN DR STE F	SALINAS	CA	93906	(831) 449-2276
00		SHAMSADEH J	2021 N MAIN ST # A	SALINAS	CA	93906	(831) 442-3224
00		SHEBL, JJ	535 E ROMIE LN STE 10	SALINAS	CA	93901	(831) 758-5836
10	*	SILVA, PV	127 E ROMIE LN	SALINAS	CA	93901	(831) 422-7575
00	*	SIMMS, LE	1070 N DAVIS RD	SALINAS	CA	93907	(831) 757-2222
10	*	SLAUGHTER TW	420 E ROMIE LN	SALINAS	CA	93901	(831) 424-7393
00		SORIA AT	1004 N DAVIS RD	SALINAS	CA	93907	(831) 753-7606
00		SORIA, JC	1004 N DAVIS RD	SALINAS	CA	93907	(831) 753-7606
00	*	SPANGENBERG CE	1107 LOS PALOS DR STE 1	SALINAS	CA	93901	(831) 758-0122
10	*	STEEL JH	770 E ROMIE LN STE G	SALINAS	CA	93901	(831) 757-5291
00		STEIN, DA	1107 LOS PALOS DR STE 4	SALINAS	CA	93901	(831) 424-1535
00	*	STEWART RE	945 BLANCO CIR STE D	SALINAS	CA	93901	(831) 424-0641
00	*	STEWART RE	633 E ALVIN DR STE B	SALINAS	CA	93906	(831) 424-0641
00		TAN, D	608 E BORONDA RD # B	SALINAS	CA	93906	(831) 449-9776
00		TEICHNER CJ	750 E ROMIE LN	SALINAS	CA	93901	(831) 757-1038
00		TRICERRI LJ	750 E ROMIE LN # A	SALINAS	CA	93901	(831) 422-5351
00		TRUONG CN	109 BARDIN RD	SALINAS	CA	93905	(831) 753-0100
00	*	VARJIAN, C	640 E ALVIN DR STE D	SALINAS	CA	93906	(831) 443-1878
00		VIRAY JR, VC	1326 NATIVIDAD RD STE D	SALINAS	CA	93906	(831) 422-5557
20		WAHL, WR	631 E ALVIN DR STE D	SALINAS	CA	93906	(831) 443-3814
40	*	WARDLAW, DW	780 E ROMIE LN STE D	SALINAS	CA	93901	(831) 422-5388
00	*	WASHBURN, MA	601 E ROMIE LN STE 5	SALINAS	CA	93901	(831) 758-0959
00		WESTERN DENTAL SERVICES	1229 N MAIN ST	SALINAS	CA	93906	(831) 442-8000

Spec. Code	DPO	Name	Address	City	State	Zip	Phone
20		WESTERN DENTAL SERVICES	1293 N DAVIS RD	SALINAS	CA	93907	(831) 755-8722
10	*	WITTENBERG JM	1976 N MAIN ST	SALINAS	CA	93906	(831) 443-3633
00	*	WOOLERY RL	130 E ROMIE LN STE C	SALINAS	CA	93901	(831) 424-0303
00		WYNN, JH	929 N MAIN ST	SALINAS	CA	93906	(831) 783-1336
00		ZERNICKE RP	1976 N MAIN ST	SALINAS	CA	93906	(831) 443-3633
00		LEE, WK	2030 CALIFORNIA AVE # A	SAND CITY	CA	93955	(831) 393-1600
20	*	CATER, RE	922 HILBY ST #C	SEASIDE	CA	93955	(831) 394-0488
00		ISHII DY	915 HILBY AVE STE 21	SEASIDE	CA	93955	(831) 394-5265
00		ISHII, LK	915 HILBY AVE STE 21	SEASIDE	CA	93955	(831) 394-5265
00		NGUYEN, CH	1760 FREMONT BLVD # A	SEASIDE	CA	93955	(831) 899-7066
00		PANLILIO MG	1130 FREMONT BLVD #210	SEASIDE	CA	93955	(831) 393-2633
00		SOYARSLAN A	1165 FREMONT BLVD	SEASIDE	CA	93955	(831) 392-1000
00		DAAS, T	327 GABILAN DR	SOLEDAD	CA	93960	(831) 678-0434
00	*	DO, MC	190 KIDDER ST	SOLEDAD	CA	93960	(831) 678-2681
00	*	PARK, SJ	190 KIDDER ST	SOLEDAD	CA	93960	(831) 678-2681
00		SIHOE T	190 KIDDER ST	SOLEDAD	CA	93960	(831) 678-2681
00	*	TRAN QN	2530 H DE LA ROSA SR ST	SOLEDAD	CA	93960	(831) 678-9352

SAN BENITO

00		DAVIS, BW	240 E HIGHWAY 246 #108	BUPELLTON	CA	93427	(805) 688-8400
00	*	KIM, JJ	240 E HWY 246 #108	BUPELLTON	CA	93427	(805) 688-8400
00	*	BYUN, Y	1760 AIRLINE HWY STE G	HOLLISTER	CA	95023	(831) 635-9000
00	*	CAVERO, VR	345 5TH ST STE 2	HOLLISTER	CA	95023	(831) 636-6510
00	*	CHRISTIANSON DP	890 SUNSET DR STE D2A	HOLLISTER	CA	95023	(831) 637-7401
00	*	CLARKE, C	890 SUNSET DR STE A1B	HOLLISTER	CA	95023	(831) 637-5585
00		COCHRAN, LT	890 SUNSET DR STE D1A	HOLLISTER	CA	95023	(831) 637-4623
00		DARNELL, MW	890 SUNSET DR STE D1A	HOLLISTER	CA	95023	(831) 637-4623
00		DENNEHY MD	889 SUNSET DR	HOLLISTER	CA	95023	(831) 637-9122
00		FERIL, DA	890 SUNSET DR # A-1A	HOLLISTER	CA	95023	(831) 630-0969
20		GALLAGHER, RR	1710 MEMORIAL DR STE D	HOLLISTER	CA	95023	(408) 846-5887
00	*	KOVANDA KW	930 SUNNYSLOPE RD STE D2	HOLLISTER	CA	95023	(831) 637-8231
00		LE, DH	195 MERIDIAN ST # A-5	HOLLISTER	CA	95023	(831) 630-5720
01	*	MALEK, K	1710 MEMORIAL DR STE D	HOLLISTER	CA	95023	(831) 634-1084
10	*	MCBRIDE RL	890 SUNSET DR STE B1A	HOLLISTER	CA	95023	(831) 636-9808
20		MENOLD, GM	890 SUNSET DR STE B1B	HOLLISTER	CA	95023	(831) 637-1716
00	*	NAGAREDA, C	330 TRES PINOS RD STE C1	HOLLISTER	CA	95023	(831) 637-7439
00		NORDSTROM DA	930 SUNNYSLOPE RD STE D4	HOLLISTER	CA	95023	(831) 637-1675
00	*	RAYAS, LG	1710 MEMORIAL DR STE B	HOLLISTER	CA	95023	(831) 637-5882
10	*	SLAUGHTER, TW	901 SUNSET DR STE 5	HOLLISTER	CA	95023	(831) 636-8484
00	*	STEPHENS, GL	893 SUNSET DR	HOLLISTER	CA	95023	(831) 636-5391
00	*	STEPHENS M	930 SUNNYSLOPE RD STE B3	HOLLISTER	CA	95023	(831) 637-4627
00	*	TRAN, D	261B MCCRAY ST # A	HOLLISTER	CA	95023	(831) 630-0807
30		TRITICO, E	1710 MEMORIAL DR STE C	HOLLISTER	CA	95023	(831) 637-8133
10	*	WITTENBERG, JM	890 SUNSET DR STE B1A	HOLLISTER	CA	95023	(831) 636-9808

SAN LUIS OBISPO

00		ANDERSON RM	201 STATION WAY	ARROYO GRANDE	CA	93420	(805) 481-1884
00	*	BAUER, V	121 W BRANCH ST # A	ARROYO GRANDE	CA	93420	(805) 481-6617
01	*	BHAT, PB	143 S MASON ST	ARROYO GRANDE	CA	93420	(805) 473-2130
00	*	BUCKENDAHN WG	121 W BRANCH ST # A	ARROYO GRANDE	CA	93420	(805) 481-6617
00	*	CALDER, WJ	116 N HALCYON RD	ARROYO GRANDE	CA	93420	(805) 481-0800
40	*	COHEN, T	200 STATION WAY STE A	ARROYO GRANDE	CA	93420	(805) 489-6800
20		DEVINCENZO, J	1555 EL CAMINO REAL	ARROYO GRANDE	CA	93420	(805) 489-4625
00		EDGERTON JE	216 TRAFFIC WAY	ARROYO GRANDE	CA	93420	(805) 489-3419
00	*	FLOOD, SL	1124 E GRAND AVE	ARROYO GRANDE	CA	93420	(805) 481-9033
40	*	HOLLISTER JL	1555 EL CAMINO REAL	ARROYO GRANDE	CA	93420	(805) 489-8353
10	*	HUMES, MS	310 SO HALCYON #201	ARROYO GRANDE	CA	93420	(805) 489-7600
50		HUTTON JE	880 OAK PARK BLVD #201	ARROYO GRANDE	CA	93420	(805) 489-1900
00	*	KUSELL, ML	260 STATION WAY STE E	ARROYO GRANDE	CA	93420	(805) 489-6650
00		MCRAE, MJ	1548 W BRANCH ST	ARROYO GRANDE	CA	93420	(805) 481-2273
10	*	PITROWSKI A	310 SO HAKYON	ARROYO GRANDE	CA	93420	(805) 489-7600
00	*	PRITCHETT GS	625 PINE RIDGE LN	ARROYO GRANDE	CA	93420	(760) 247-1236
00	*	PRITCHETT, GS	860 OAK PARK BLVD # 201	ARROYO GRANDE	CA	93420	(805) 489-5559
00	*	STEHULA, EM	1548 W BRANCH ST	ARROYO GRANDE	CA	93420	(805) 481-2273
20	*	THOMPSON TL	203 STATION WAY	ARROYO GRANDE	CA	93420	(805) 481-1900
00		VOSS, RC	200 STATION WAY STE A	ARROYO GRANDE	CA	93420	(805) 489-6800
00	*	WILLIAMS JL	236 S HALCYON RD	ARROYO GRANDE	CA	93420	(805) 489-1495
20		ANDERSON JP	5903 EAST MALL	ATASCADERO	CA	93422	(805) 466-1064
00		BALL, JC	5750 TRAFFIC WAY	ATASCADERO	CA	93422	(818) 466-0557
00		BENNETT, CR	8360 MORRO RD	ATASCADERO	CA	93422	(805) 466-6636
00	*	BOONE, RA	8715 EL CAMINO REAL	ATASCADERO	CA	93422	(805) 466-6998
00		BURBACH DR	7005 ATASCADERO AVE	ATASCADERO	CA	93422	(805) 466-3328
00		CHALKER RL	7405 MORRO RD	ATASCADERO	CA	93422	(805) 466-1243
30		COTTRELL DM	4260 EL CAMINO REAL	ATASCADERO	CA	93422	(805) 461-1182
00	*	FARR, CK	5425 EL CAMINO REAL	ATASCADERO	CA	93422	(805) 461-3422
20		FREEMAN, JA	5850 WEST MALL	ATASCADERO	CA	93422	(805) 462-5995
00		GUITTARD LM	5960 WEST MALL # A	ATASCADERO	CA	93422	(805) 466-5787
00		LINSCOTT BL	5942 WEST MALL	ATASCADERO	CA	93422	(805) 466-0627
00	*	LOCK, DN	8370 MORRO RD	ATASCADERO	CA	93422	(805) 466-3646
00	*	MILLER RC	5988 WEST MALL	ATASCADERO	CA	93422	(805) 466-9338
00		MOYER, KE	5750 TRAFFIC WAY	ATASCADERO	CA	93422	(805) 466-6713
00	*	MUENTER SL	4555 EL CAMINO REAL #F	ATASCADERO	CA	93422	(805) 461-3147
00		PEARSON, WA	8340 MORRO RD	ATASCADERO	CA	93422	(805) 461-1000
00	*	ROMANELLI MJ	4555 EL CAMINO REAL #D	ATASCADERO	CA	93422	(805) 461-1772
00	*	WEBSTER, LT	8715 EL CAMINO REAL	ATASCADERO	CA	93422	(805) 466-6998
40	*	WESTWICK, GM	7405 MORRO RD	ATASCADERO	CA	93422	(805) 466-1243
00		FRATTO FS	2150 MAIN ST STE 4	CAMBRIA	CA	93428	(805) 927-4811

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		HILGER DM	2420 MAIN ST	CAMBRIA	CA	93428	(805) 927-4609
00		OPPERMAN, PC	2150 MAIN ST STE 4	CAMBRIA	CA	93428	(805) 927-4811
00		POULOS, JE	4235 BRIDGE ST	CAMBRIA	CA	93428	(805) 927-5797
00		MOORE, TF	176 N OCEAN AVE	CAYUCOS	CA	93430	(805) 995-3123
00	*	ARNOLDSSEN RP	176 N 9TH ST	GROVER BEACH	CA	93433	(805) 481-6060
00	*	BISHOP, RL	1453 W GRAND AVE	GROVER BEACH	CA	93433	(805) 489-8444
00	*	HUNT, JW	1453 W GRAND AVE	GROVER BEACH	CA	93433	(805) 489-8444
00	*	RODMAN RG	200 S 13TH ST STE 109	GROVER BEACH	CA	93433	(805) 481-4353
00	*	SUAYAN J	1800 E GRAND AVE STE G	GROVER BEACH	CA	93433	(805) 489-1810
40	*	YUAN, E	147 N 13TH ST	GROVER BEACH	CA	93433	(805) 541-0447
20	*	COHEN, SL	2084 9TH ST STE B	LOS OSOS	CA	93402	(805) 528-7121
00		JANEWAY JR GE	2238 BAYVIEW HGHTS DR #F	LOS OSOS	CA	93402	(805) 528-3000
00	*	JANICH, M	1205 4TH ST	LOS OSOS	CA	93402	(805) 528-1695
00		KUMABE, RA	2238 BAYVIEW HGTS DR #N	LOS OSOS	CA	93402	(805) 528-4144
00	*	LINDGREN, LG	1205 4TH ST	LOS OSOS	CA	93402	(805) 528-1695
00	*	LOVERIDGE, CG	1352 LOS OSOS VALLEY RD	LOS OSOS	CA	93402	(805) 528-2511
00	*	TARVER RD	2098 9TH ST	LOS OSOS	CA	93402	(805) 528-2200
00	*	GILLISS JR, LE	685 MAIN ST STE C	MORRO BAY	CA	93442	(805) 772-8143
00		STILTS KW	545 MAIN ST STE B2	MORRO BAY	CA	93442	(805) 772-2731
00		TRUBO, B	747 BERNARDO AVE	MORRO BAY	CA	93442	(805) 772-8585
00	*	TURNER, JG	295 MARINA ST	MORRO BAY	CA	93442	(805) 772-7303
00		BERES, BN	255 N WILSON ST #A	NIPOMO	CA	93444	(805) 929-3277
00		BURNSD HB	255 NO WILSON #D	NIPOMO	CA	93444	(805) 929-3219
00	*	JAMES JR, EL	195 N THOMPSON AVE STE 3	NIPOMO	CA	93444	(805) 929-6030
00		MERCARDANTE JR JR	150 TEJAS PLACE	NIPOMO	CA	93444	(805) 929-3211
10	*	ALLTUCKER, EM	1428 OAK ST	PASO ROBLES	CA	93446	(805) 239-2120
00		AMARAL-SPRINGE AK	143 NIBLICK RD	PASO ROBLES	CA	93446	(805) 226-8126
00		DAVIS, JO	1134 VINE ST	PASO ROBLES	CA	93446	(805) 238-1441
00		ELLER, JL	433 12TH ST	PASO ROBLES	CA	93446	(805) 238-1118
30		HARRINGTON DJ	522 13TH ST # D	PASO ROBLES	CA	93446	(805) 226-8508
10	*	IRANMANESH A	1428 OAK ST	PASO ROBLES	CA	93446	(805) 239-2120
00		IVERSEN MA	522 13TH ST	PASO ROBLES	CA	93446	(805) 238-1993
00		KAHLER JS	441 12TH ST	PASO ROBLES	CA	93446	(805) 238-2342
00		KIRK, LB	1305 VINE ST	PASO ROBLES	CA	93446	(805) 238-0366
99		KLOCKENTEGER L	513 13TH ST	PASO ROBLES	CA	93446	(805) 237-0942
00	*	KRILL, CD	1920 CRESTON RD STE B	PASO ROBLES	CA	93446	(805) 239-2146
00		MARCUM, GE	1004 VINE ST	PASO ROBLES	CA	93446	(805) 238-1033
00	*	MCFARLAND KA	1036 VINE ST	PASO ROBLES	CA	93446	(805) 239-9597
10	*	MEAD, RB	1428 OAK ST	PASO ROBLES	CA	93446	(805) 239-2120
20		MILLER DR	1115 VINE ST	PASO ROBLES	CA	93446	(805) 238-2632
00		MOORE DA	1134 VINE ST	PASO ROBLES	CA	93446	(805) 238-1441
00		OQUIST, MR	433 12TH ST	PASO ROBLES	CA	93446	(909) 913-5452
00	*	PALLENCAOE EM	1036 VINE ST	PASO ROBLES	CA	93446	(805) 239-9597
00	*	RIVERA, R	522 13TH ST # B	PASO ROBLES	CA	93446	(805) 237-7773
01	*	SHEININ, AA	1920 CRESTON RD STE B	PASO ROBLES	CA	93446	(805) 239-2146
00		STEFANEK, WM	1912 CRESTON RD STE B	PASO ROBLES	CA	93446	(805) 239-2001
40	*	VANDERHEYDEN PJ	1036 VINE ST	PASO ROBLES	CA	93446	(805) 238-9581
10	*	WHITCHER BL	1428 OAK ST	PASO ROBLES	CA	93446	(805) 239-2120
40	*	COHEN, T	1090 DOLLIVER ST	PISMO BEACH	CA	93449	(805) 773-2500
20		FERNANDES, TR	901 OAK PARK BLVD # 203	PISMO BEACH	CA	93449	(805) 489-8232
00		HERBER HA	1090 DOLLIVER ST	PISMO BEACH	CA	93449	(805) 773-2486
00		HERBER, HE	901 OAK PARK BLVD # 201	PISMO BEACH	CA	93449	(805) 489-5545
00	*	JONES, GA	931 OAK PARK BLVD #202	PISMO BEACH	CA	93449	(805) 489-7645
00		LOCKWOOD, WD	1090 DOLLIVER ST	PISMO BEACH	CA	93449	(805) 773-2500
00		MORRISON, MD	931 OAK PARK BLVD #203	PISMO BEACH	CA	93449	(805) 481-1789
00		MURPHY MJ	509 FIVE CITIES DR	PISMO BEACH	CA	93449	(805) 773-2131
00		PATEL, P	901 OAK PARK BLVD # 103	PISMO BEACH	CA	93449	(805) 489-4761
00		ACKERMAN, L	1551 BISHOP ST STE 430	SAN LUIS OBISPO	CA	93401	(805) 543-7993
10	*	ALLTUCKER, EM	990 BOYSEN AVE	SAN LUIS OBISPO	CA	93405	(805) 541-3220
00	*	ARMSTRONG WE	1318 JOHNSON AVE	SAN LUIS OBISPO	CA	93401	(805) 544-1881
00	*	ARO, G	1100 GROVE ST	SAN LUIS OBISPO	CA	93401	(805) 541-4290
40	*	ATRIZADEH F	21 SANTA ROSA ST STE 50	SAN LUIS OBISPO	CA	93405	(916) 344-6777
00	*	BAILEY, FB	1338 SANTA ROSA ST	SAN LUIS OBISPO	CA	93401	(805) 543-8440
00		BARBIERI RJ	1131 PACIFIC ST	SAN LUIS OBISPO	CA	93401	(805) 543-5321
00		BASS, DB	102 SANTA ROSA ST	SAN LUIS OBISPO	CA	93405	(805) 543-4266
00		BRUNICK RE	956 WALNUT ST # 300	SAN LUIS OBISPO	CA	93401	(805) 544-1941
00		CAMPBELL RG	1131 PACIFIC ST	SAN LUIS OBISPO	CA	93401	(805) 544-8805
01	*	CARR, GW	1551 BISHOP ST STE 440	SAN LUIS OBISPO	CA	93401	(805) 549-0331
00		CAVIGLI PR	688 CALIFORNIA BLVD #A	SAN LUIS OBISPO	CA	93401	(805) 544-6378
20	*	COHEN, SL	1223 HIGUERA ST STE 201	SAN LUIS OBISPO	CA	93401	(805) 541-3411
00		COLLERAN, ML	1250 PEACH ST STE E	SAN LUIS OBISPO	CA	93401	(805) 543-0814
10	*	CRAVEN, MD	77 CASA ST STE 101	SAN LUIS OBISPO	CA	93405	(805) 466-5451
20		DANIEL FJ	1502 HIGUERA ST	SAN LUIS OBISPO	CA	93401	(805) 543-3105
00		DANIEL, MM	1338 SANTA ROSA ST	SAN LUIS OBISPO	CA	93401	(805) 544-3221
20		DEVINCENZO, J	1312 GARDEN ST	SAN LUIS OBISPO	CA	93401	(805) 544-3223
00	*	FREBERG RK	1486 PALM ST	SAN LUIS OBISPO	CA	93401	(805) 543-8675
20		FREEMAN, JA	1288 MORRO ST STE 110	SAN LUIS OBISPO	CA	93401	(805) 547-7080
00		HILTBRAND RS	1340 SANTA ROSA ST	SAN LUIS OBISPO	CA	93401	(805) 544-0671
00		HILTBRAND WR	1340 SANTA ROSA ST	SAN LUIS OBISPO	CA	93401	(805) 544-0671
00		HOLLISTER, JE	1042 PACIFIC ST STE B	SAN LUIS OBISPO	CA	93401	(805) 543-6963
40	*	HOLLISTER, JL	1288 MORRO ST STE 110	SAN LUIS OBISPO	CA	93401	(805) 489-8353
00		HOLLISTER, KB	1042 PACIFIC ST STE B	SAN LUIS OBISPO	CA	93401	(805) 543-6963
10	*	IRANMANESH, A	990 BOYSEN AVE	SAN LUIS OBISPO	CA	93405	(805) 541-3220
10	*	JANETTE AJ	77 CASA ST STE 101	SAN LUIS OBISPO	CA	93405	(805) 466-5451
00		KIM MY	1370 CHORRO ST	SAN LUIS OBISPO	CA	93401	(805) 543-6535
00	*	KRILL CD	21 SANTA ROSA ST STE 50	SAN LUIS OBISPO	CA	93405	(916) 344-6777

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		KRUECKEL, JS	1340 SANTA ROSA ST	SAN LUIS OBISPO	CA	93401	(805) 544-0671
00		KRUECKEL, SW	1133 JOHNSON AVE	SAN LUIS OBISPO	CA	93401	(805) 543-6050
10	*	LA PUMA ML	620 CALIFORNIA BLVD #G	SAN LUIS OBISPO	CA	93401	(805) 541-6725
00	*	LACY, DA	862 MEINECKE AVE STE 200	SAN LUIS OBISPO	CA	93405	(805) 544-7804
00		LATTA, AR	1250 PEACH ST STE L	SAN LUIS OBISPO	CA	93401	(805) 544-1877
00		LEOPOLD, MH	878 WALNUT ST	SAN LUIS OBISPO	CA	93401	(805) 541-0550
00		LEROUX, JC	1177 PALM ST	SAN LUIS OBISPO	CA	93401	(805) 543-3747
50		LONSBROUGH RL	628 CALIFORNIA BLVD #F1	SAN LUIS OBISPO	CA	93401	(805) 544-3204
00		LYON DL	1133 JOHNSON AVE # A	SAN LUIS OBISPO	CA	93401	(805) 543-6050
00		MAIN, CG	878 WALNUT ST	SAN LUIS OBISPO	CA	93401	(805) 541-0550
00		MANNING CW	1250 PEACH ST STE F	SAN LUIS OBISPO	CA	93401	(805) 544-4353
00	*	MANSILLA, DR	21 SANTA ROSA ST STE 50	SAN LUIS OBISPO	CA	93405	(805) 547-7010
01	*	MARCUM LH	1129 PACIFIC ST	SAN LUIS OBISPO	CA	93401	(805) 541-8731
01	*	MARCUM, SL	1129 PACIFIC ST	SAN LUIS OBISPO	CA	93401	(805) 541-8731
00		MCNEIL-AMORTEGUY DA	225 N SANTA ROSA ST	SAN LUIS OBISPO	CA	93405	(805) 543-3016
10	*	MEAD, RB	990 BOYSEN AVE	SAN LUIS OBISPO	CA	93405	(805) 541-3220
00	*	MICHAEL DM	102 SANTA ROSA ST	SAN LUIS OBISPO	CA	93405	(805) 543-4266
00		MORTON DS	881 PACIFIC ST	SAN LUIS OBISPO	CA	93401	(805) 543-2887
00		MURPHY JR, NJ	878 WALNUT ST	SAN LUIS OBISPO	CA	93401	(805) 541-0550
00		NELSON, PC	1250 PEACH ST STE L	SAN LUIS OBISPO	CA	93401	(805) 544-1877
30		PEDERSEN II JW	620 CALIFORNIA BL #H	SAN LUIS OBISPO	CA	93401	(805) 544-8111
00		QUIST SA	886 BOYSEN AVE	SAN LUIS OBISPO	CA	93405	(805) 543-4770
00		ROSS, RM	956 WALNUT ST # 300	SAN LUIS OBISPO	CA	93401	(805) 544-1941
40	*	SAYRE, LC	620 CALIFORNIA BLVD #L	SAN LUIS OBISPO	CA	93401	(805) 545-9400
01	*	SHEININ, AA	21 SANTA ROSA ST	SAN LUIS OBISPO	CA	93405	(805) 547-7010
00	*	SHEPHERD JC	1223 HIGUERA ST STE 203	SAN LUIS OBISPO	CA	93401	(805) 541-8144
00		SHEPHERD JJ	1223 HIGUERA ST STE 203	SAN LUIS OBISPO	CA	93401	(805) 541-8144
30		SMITH, LV	1231 OSOS ST	SAN LUIS OBISPO	CA	93401	(805) 544-3434
00		SOLOMON DR	1042 PACIFIC ST STE B	SAN LUIS OBISPO	CA	93401	(805) 543-6963
00		SPANO A	862 MEINECKE AVE STE 203	SAN LUIS OBISPO	CA	93405	(805) 544-1246
00		SPANO, A	862 MEINECKE AVE STE 200	SAN LUIS OBISPO	CA	93405	(805) 544-7804
00	*	TAWATA-MIN, S	21 SANTA ROSA ST STE 50	SAN LUIS OBISPO	CA	93405	(805) 547-7010
40	*	VANDERHEYDEN, PJ	941 CALIFORNIA BLVD	SAN LUIS OBISPO	CA	93401	(805) 238-9581
30		WALKER, TD	1231 OSOS ST	SAN LUIS OBISPO	CA	93401	(805) 544-3434
00		WELLS, RR	1250 PEACH ST STE L	SAN LUIS OBISPO	CA	93401	(805) 544-1877
10	*	WHITCHER, BL	990 BOYSEN AVE	SAN LUIS OBISPO	CA	93405	(805) 541-3220
40	*	YUAN, E	11545 LOS OSOS VLY RD#D	SAN LUIS OBISPO	CA	93405	(805) 541-0447
00		KIM, AH	294 S MAIN ST STE A	TEMPLETON	CA	93465	(805) 434-1420
00		WEARDA RW	1050 LAS TABLAS RD STE 8	TEMPLETON	CA	93465	(805) 434-2811

SANTA BARBARA

00		BERKENMEIER RJ	1066 EUGENIA PL	CARPINTERIA	CA	93013	(805) 684-2171
00		CHURCHMAN LK	1090 EUGENIA PL STE 100	CARPINTERIA	CA	93013	(805) 566-1975
00		CONTI, JE	5565 CARPINTERIA AVE #21	CARPINTERIA	CA	93013	(805) 684-5454
20		MALOVOS, GA	5565 CARPINTERIA AVE #26	CARPINTERIA	CA	93013	(805) 684-3711
00		MARSH JW	5565 CARPINTERIA AVE #2	CARPINTERIA	CA	93013	(805) 684-4537
00		SUGIYAMA JM	1066 EUGENIA PL	CARPINTERIA	CA	93013	(805) 684-2171
00		BAILEY SA	6134 CALLE REAL STE C	GOLETA	CA	93117	(805) 967-5017
00		BECK, LE	5973 ENCINA RD STE 101	GOLETA	CA	93117	(805) 964-5582
00		CARR, ME	5901 ENCINA RD STE C1	GOLETA	CA	93117	(805) 967-5671
00		CHARLTON, GS	270 STORKE RD STE A	GOLETA	CA	93117	(805) 685-4400
00	*	HEPP, FV	7055 SEAWAY DR	GOLETA	CA	93117	(805) 966-2525
00	*	MAZLOOM, M	164 KINMAN AVE STE B	GOLETA	CA	93117	(805) 683-7777
00		OSTENBERG LD	164 KINMAN AVE # 3	GOLETA	CA	93117	(805) 967-1231
00	*	PATEL PR	141 N FAIRVIEW AVE	GOLETA	CA	93117	(805) 967-1197
00	*	PAVEL, RD	5901 ENCINA RD STE C1	GOLETA	CA	93117	(805) 302-5845
30		PHAM-CHENG A	6134 CALLE REAL STE B	GOLETA	CA	93117	(805) 681-7301
00	*	RAHJOO, H	5973 ENCINA RD STE 102	GOLETA	CA	93117	(805) 683-0808
00		STURGEON JH	7127 HOLLISTER AVE #116	GOLETA	CA	93117	(805) 968-1017
00	*	SU, LT	5973 ENCINA RD STE 108	GOLETA	CA	93117	(805) 683-3801
00	*	SUBJECT, B	6134 CALLE REAL STE D	GOLETA	CA	93117	(805) 964-2211
00		TRUEX DL	6134 CALLE REAL STE A	GOLETA	CA	93117	(805) 967-8300
20		WHITE, SE	164 KINMAN AVE	GOLETA	CA	93117	(805) 964-7666
00	*	CHOI, H	4723 W MAIN ST STE C	GUADALUPE	CA	93434	(805) 343-9500
00	*	HOURLANY, L	4723 W MAIN ST STE B	GUADALUPE	CA	93434	(805) 343-9500
10	*	BLASCHKE DD	1111 E OCEAN AVE STE 9	LOMPOC	CA	93436	(805) 735-3665
00		CALHOUN JE	1201 E OCEAN AVE STE D	LOMPOC	CA	93436	(805) 735-3787
00		CAREY DL	619 E OCEAN AVE	LOMPOC	CA	93436	(805) 736-1997
00	*	HEATH RM	3759 CONSTELLATION RD	LOMPOC	CA	93436	(805) 733-4574
00	*	HEATH, WH	3759 CONSTELLATION RD	LOMPOC	CA	93436	(805) 733-4574
00		HURD, TA	1111 E OCEAN AVE # 11	LOMPOC	CA	93436	(805) 736-6579
00		HUTCHISON TL	515 E OCEAN AVE STE B	LOMPOC	CA	93436	(805) 736-6550
00	*	HYUN, D	214 S H ST	LOMPOC	CA	93436	(805) 736-7595
00		LUSSY, RD	619 E OCEAN AVE	LOMPOC	CA	93436	(805) 736-4552
00		MANCHESTER DL	205 N H ST STE 101	LOMPOC	CA	93436	(805) 735-3611
00		MCCUNE CK	3795 CONSTELLATION RD	LOMPOC	CA	93436	(805) 733-3594
00		MCCUNE, JD	3795 CONSTELLATION RD	LOMPOC	CA	93436	(805) 733-3594
00		MIKOWICZ EM	112 S B ST	LOMPOC	CA	93436	(805) 736-6571
20	*	MINJAREZ II P	601 E OCEAN AVE STE 12	LOMPOC	CA	93436	(805) 736-3486
00	*	MOSBY, JM	1133 N H ST STE L	LOMPOC	CA	93436	(805) 736-6575
00		PACHECO EA	1111 E OCEAN AVE STE 8	LOMPOC	CA	93436	(805) 736-4552
20		REED, JA	1111 E OCEAN AVE # 12	LOMPOC	CA	93436	(805) 735-3725
20		SEAMOUNT JL	1111 E OCEAN AVE # 12	LOMPOC	CA	93436	(805) 735-7288
00		SIEFE, VK	1201 E OCEAN AVE STE G	LOMPOC	CA	93436	(805) 735-2702
00		THIELE, WF	719 E OCEAN AVE	LOMPOC	CA	93436	(805) 736-7714
00		WARREN JA	3795 CONSTELLATION RD	LOMPOC	CA	93436	(805) 733-3594
40	*	WRIGHT, PA	1111 E OCEAN #4B	LOMPOC	CA	93436	(805) 736-1716

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		HARTMANN PC	1483 E VALLEY RD STE M	MONTECITO	CA	93108	(805) 969-6090
00		KERBY JK	1187 COAST VLLG RD#1103	MONTECITO	CA	93108	(805) 964-1256
00		JOYCE, MH	555 CLARK ST #A	ORCUTT	CA	93455	(805) 938-5000
00		PONTO, TR	112 PARK AVE	ORCUTT	CA	93455	(805) 937-3670
00	*	ABALOS, AZ	1532 ANACAPA ST STE 3	SANTA BARBARA	CA	93101	(805) 966-0132
00		ARGUELLES, JC	38 S LA CUMBRE RD STE 5	SANTA BARBARA	CA	93105	(805) 681-4848
00		BARTHEL S. HE	1809 CLIFF DR STE C	SANTA BARBARA	CA	93109	(805) 963-3210
00		BASHAM, LA	122 SO PATTERSON AVE#107	SANTA BARBARA	CA	93111	(805) 967-0272
00		BENEDETTO LJ	1165 COAST VLLGE RD #1	SANTA BARBARA	CA	93108	(805) 565-9837
10	*	BIENSTOCK MH	9 E PEDREGOSA ST	SANTA BARBARA	CA	93101	(805) 569-1889
10	*	BIENSTOCK MH	122 S PATTERSON AVE	SANTA BARBARA	CA	93111	(805) 964-6787
00	*	BLYTHE, WJ	2780 STATE ST STE 6	SANTA BARBARA	CA	93105	(805) 687-5600
00		BORDERRE JR BJ	7 W ISLAY ST	SANTA BARBARA	CA	93101	(805) 569-1456
01	*	BRENNAN, RD	122 S PATTERSON AVE STE	SANTA BARBARA	CA	93111	(805) 964-0378
00		BRUCE, ME	1515 STATE ST STE 6	SANTA BARBARA	CA	93101	(805) 962-0221
00	*	BURK, JW	5370 HOLLISTER AVE STE E	SANTA BARBARA	CA	93111	(805) 967-0344
00	*	CAMPBELL DS	605 STATE ST	SANTA BARBARA	CA	93101	(805) 963-4296
00		CAMPBELL, WM	15 E ARRELLAGA ST STE 3	SANTA BARBARA	CA	93101	(805) 962-5000
20		CARASTRO IV, J	122 SO PATTERSON AVE#214	SANTA BARBARA	CA	93111	(805) 964-4786
00		CARMODY RB	122 S PATTERSON AVE #210	SANTA BARBARA	CA	93111	(805) 964-4791
00	*	CHIN, PI	38 SO LACUMBRE RD #3	SANTA BARBARA	CA	93105	(805) 683-6771
00		COOPER MR	29 W ANAPAMU ST STE 501	SANTA BARBARA	CA	93101	(805) 966-6325
00	*	COX, WJ	330 STATE ST # A	SANTA BARBARA	CA	93101	(949) 567-3150
00		DA RE MA	2780 STATE ST STE 2	SANTA BARBARA	CA	93105	(805) 687-5669
00		DART, JD	1819 STATE ST STE A	SANTA BARBARA	CA	93101	(805) 687-2400
00	*	DAVIS, RW	4141 STATE ST STE B1	SANTA BARBARA	CA	93110	(805) 964-2966
00		DIERENFIELD DB	16 W MISSION ST STE A	SANTA BARBARA	CA	93101	(805) 569-2338
00		DOWNEN CT	1165 COAST VLLGE RD #1	SANTA BARBARA	CA	93108	(805) 565-9837
20	*	DRANDELL, J	40 E ALAMAR AVE	SANTA BARBARA	CA	93105	(805) 687-6453
00		DUKES WC	1809 CLIFF DR STE D	SANTA BARBARA	CA	93109	(805) 963-1222
00		DUNN, JD	200 N LA CUMBRE RD STE L	SANTA BARBARA	CA	93110	(805) 687-2229
20		EDSTROM, EC	2780 STATE ST STE 4	SANTA BARBARA	CA	93105	(805) 687-5561
00	*	FREDERICK, BD	2411 BATH ST	SANTA BARBARA	CA	93105	(805) 682-0282
00		GABRIEL, WM	536 E ARRELLAGA ST #204	SANTA BARBARA	CA	93103	(805) 963-0707
20	*	GAREMANI RM	101 W ARRELLAGA #A	SANTA BARBARA	CA	93101	(805) 483-3023
10	*	GILMORE, L	330 STATE ST # A	SANTA BARBARA	CA	93101	(805) 963-1533
00		GONZALEZ, R	532 N MILPAS ST	SANTA BARBARA	CA	93103	(805) 884-0111
00		GOTELLI, AW	1515 STATE ST STE 3	SANTA BARBARA	CA	93101	(805) 963-2041
00		GRUBE, JW	122 SO PATTERSON AVE#103	SANTA BARBARA	CA	93111	(805) 964-6955
10	*	HALL DC	9 E PEDREGOSA ST	SANTA BARBARA	CA	93101	(805) 569-1889
10	*	HALL, DC	122 SO PATTERSON AVE#111	SANTA BARBARA	CA	93111	(805) 964-6787
00	*	HALLOCK, BG	200 NO LACUMBRE #G	SANTA BARBARA	CA	93110	(805) 687-0117
00		HAWS, MC	1819 STATE ST STE F	SANTA BARBARA	CA	93101	(805) 569-2002
00	*	HAWS JR, KN	1819 STATE ST STE F	SANTA BARBARA	CA	93101	(805) 569-2002
00		HEMINGWAY GA	2780 STATE ST STE 15	SANTA BARBARA	CA	93105	(805) 569-2425
00		HENNO, JC	1532 ANACAPA ST STE 2	SANTA BARBARA	CA	93101	(805) 965-9878
00	*	HEPP, FV	1805 STATE ST STE C	SANTA BARBARA	CA	93101	(805) 569-1795
00		HO, PP	2780 STATE ST STE 7	SANTA BARBARA	CA	93105	(805) 687-5655
20	*	HUDSON PA	40 E ALAMAR AVE	SANTA BARBARA	CA	93105	(805) 687-6453
00		HUGHES, JP	525 E MICHELTORENA #202	SANTA BARBARA	CA	93103	(805) 966-2056
00		HWANG J	5370 HOLLISTER AVE STE G	SANTA BARBARA	CA	93111	(805) 967-1700
20		JASPER, JJ	40 E ALAMAR AVE	SANTA BARBARA	CA	93105	(805) 898-1920
00		JOHANSEN, RJ	601 E ARRELLAGA ST #202	SANTA BARBARA	CA	93103	(805) 962-6058
00	*	JOHNSON SL	200 N LA CUMBRE RD STE H	SANTA BARBARA	CA	93110	(805) 687-6767
00	*	JOHNSON, SG	200 N LA CUMBRE RD STE H	SANTA BARBARA	CA	93110	(805) 687-6767
00		KASHFI, SS	1532 ANACAPA ST STE 8	SANTA BARBARA	CA	93101	(805) 682-5762
10	*	KIKEN RS	2425 BATH ST	SANTA BARBARA	CA	93105	(805) 682-0933
00		KOPELOW, JS	1919 STATE ST STE 203	SANTA BARBARA	CA	93101	(805) 682-3700
20		KUBISCH RG	200 N LA CUMBRE RD STE K	SANTA BARBARA	CA	93110	(805) 687-7417
00		KUSKEY, GF	1515 STATE ST STE 8	SANTA BARBARA	CA	93101	(805) 965-9831
00	*	LAMBETH L	200 NO LA CABRE RD #H	SANTA BARBARA	CA	93110	(805) 687-6767
00		LAW J	38 S LA CUMBRE RD STE 3	SANTA BARBARA	CA	93105	(805) 683-6771
00		LEE, GK	1919 STATE ST STE 201	SANTA BARBARA	CA	93101	(805) 687-0036
00		LEONARD CS	1805 STATE ST STE A	SANTA BARBARA	CA	93101	(805) 898-0257
00		LEWIS JH	2323 DE LA VINA ST #206	SANTA BARBARA	CA	93105	(805) 569-2848
00		LIN, K	5370 HOLLISTER AVE STE L	SANTA BARBARA	CA	93111	(805) 964-6755
00		LOWRY RG	1525 STATE ST STE 200	SANTA BARBARA	CA	93101	(805) 963-9899
30		LYMAN, GE	122 SO PATTERSON #113	SANTA BARBARA	CA	93111	(805) 967-5318
00	*	MADAVI, NN	1919 STATE ST STE 308	SANTA BARBARA	CA	93101	(805) 563-2101
00		MAGNUSON RW	2780 STATE ST STE 14	SANTA BARBARA	CA	93105	(805) 687-9902
00		MASCAGNO SN	2780 STATE ST STE 5	SANTA BARBARA	CA	93105	(805) 687-4141
00		MATHIS T	1515 STATE ST STE 12	SANTA BARBARA	CA	93101	(805) 963-3678
00	*	MEDINA L	2323 DE LA VINA ST #207	SANTA BARBARA	CA	93105	(805) 687-1106
10	*	MICHAJLENKO WS	2780 STATE ST STE 9	SANTA BARBARA	CA	93105	(805) 687-5541
10	*	MORRIS D	330 STATE ST # A	SANTA BARBARA	CA	93101	(949) 567-3150
01	*	MUNCE, CJ	1525 STATE ST STE 201	SANTA BARBARA	CA	93101	(805) 962-0161
40	*	NAGY, RJ	122 SO PATTERSON #202	SANTA BARBARA	CA	93111	(805) 964-8804
20		NAJERA, A	1819 STATE ST STE E	SANTA BARBARA	CA	93101	(805) 682-2700
40	*	NAVAL, FZ	200 N LA CUMBRE RD STE A	SANTA BARBARA	CA	93110	(805) 563-4404
00		NEUENSCHWANDER AL	515 E MICHELTORENA ST #F	SANTA BARBARA	CA	93103	(805) 687-2000
00	*	NGUYEN, H	122 SO PATTERSON AVE#117	SANTA BARBARA	CA	93111	(805) 964-1116
00		NIPPER DA	507 BRINKERHOFF AVE	SANTA BARBARA	CA	93101	(805) 965-5426
00		NUNEZ, RD	200 N LA CUMBRE RD STE M	SANTA BARBARA	CA	93110	(805) 682-8941
00		OQUIST, MR	1525 STATE ST STE 200	SANTA BARBARA	CA	93101	(805) 963-9899
00	*	ORDONEZ CB	1412 SAN ANDRES ST STE D	SANTA BARBARA	CA	93101	(805) 962-7471
00	*	PACHECO RA	2323 DE LA VINA ST #207	SANTA BARBARA	CA	93105	(805) 687-1106

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		PALMER, FS	122 SO PATTERSON #109	SANTA BARBARA	CA	93111	(805) 964-4759
01	*	PATMORE KM	2780 STATE ST STE 11	SANTA BARBARA	CA	93105	(805) 687-4747
00	*	PEPPARD, JD	7 ASHLEY AVE	SANTA BARBARA	CA	93103	(805) 962-1237
00	*	PEREZ, PT	200 N LA CUMBRE RD STE G	SANTA BARBARA	CA	93110	(805) 687-0117
00		PETERS, BH	7 ASHLEY AVE	SANTA BARBARA	CA	93103	(805) 689-3577
00	*	PETRUSKA L	200 N LA CUMBRE RD STE H	SANTA BARBARA	CA	93110	(805) 687-6767
00		PHREANER JH	1515 STATE ST STE 18	SANTA BARBARA	CA	93101	(805) 963-5934
00	*	PICKERING SC	5333 HOLLISTER AVE #134	SANTA BARBARA	CA	93111	(805) 964-6757
30	*	PURDY D	504 W PUEBLO ST STE 101	SANTA BARBARA	CA	93105	(805) 682-9905
00		RAI, BK	1933 CLIFF DR # 8	SANTA BARBARA	CA	93109	(805) 560-9999
00		RAI, BK	3324 STATE ST STE L	SANTA BARBARA	CA	93105	(805) 682-8125
20		REED, JA	1515 STATE ST STE 20	SANTA BARBARA	CA	93101	(805) 965-4915
00		ROARK, RG	1805 STATE ST	SANTA BARBARA	CA	93101	(805) 569-1481
01	*	ROBERTSON SA	2780 STATE ST STE 1	SANTA BARBARA	CA	93105	(805) 687-1404
00		ROBERTSON JR RG	7 W ISLAY ST	SANTA BARBARA	CA	93101	(805) 569-1456
30		RUBY, RR	15 E ARRELLAGA ST STE 4	SANTA BARBARA	CA	93101	(805) 963-4404
01	*	RUDDLE, CJ	122 SO PATTERSON AVE#206	SANTA BARBARA	CA	93111	(805) 964-8838
00		SATO, SJ	2323 DE LA VINA ST #203	SANTA BARBARA	CA	93105	(805) 569-1833
00		SCARCELLO GM	1165 COAST VLLGE RD #1	SANTA BARBARA	CA	93108	(805) 565-9837
00		SCOTT, RA	122 SO PATTERSON AVE#103	SANTA BARBARA	CA	93111	(805) 964-6955
20		SEAMOUNT, JL	1515 STATE ST STE 20	SANTA BARBARA	CA	93101	(805) 564-4882
10	*	SHABTAIE, R	330 STATE ST # A	SANTA BARBARA	CA	93101	(949) 567-3150
00		SHUTT RM	1805 STATE ST STE C	SANTA BARBARA	CA	93101	(805) 569-1600
40	*	SMITH, PM	122 SO PATTERSON #202	SANTA BARBARA	CA	93111	(805) 964-8804
40	*	SOLEIMAN, B	330 STATE ST # A	SANTA BARBARA	CA	93101	(949) 567-3150
00		SOWINS, RA	1515 STATE ST STE 3	SANTA BARBARA	CA	93101	(805) 963-2041
00		STANDLEE, JP	5370 HOLLISTER AVE STE L	SANTA BARBARA	CA	93111	(805) 964-6755
00		STATHIS, JG	122 SO PATTERSON #210	SANTA BARBARA	CA	93111	(805) 967-7320
00	*	STEIN, RA	1235 GARDEN ST	SANTA BARBARA	CA	93101	(805) 965-8110
00		STIVERS, MP	1805 STATE ST STE C	SANTA BARBARA	CA	93101	(805) 569-1795
01	*	STURM, JA	1515 STATE ST STE 7	SANTA BARBARA	CA	93101	(805) 963-0370
00		SUBJECT, SA	122 SO PATTERSON AVE#208	SANTA BARBARA	CA	93111	(805) 964-2110
00		SUMMERHILL JR HS	2780 STATE ST STE 8	SANTA BARBARA	CA	93105	(805) 687-2434
00		SUZUKI LS	38 S LA CUMBRE RD STE 1	SANTA BARBARA	CA	93105	(805) 964-5858
01	*	SUZUKI TT	122 S PATTERSON AVE #234	SANTA BARBARA	CA	93111	(805) 964-0378
00		TAGONI, AC	5370 HOLLISTER AVE STE H	SANTA BARBARA	CA	93111	(805) 964-9770
10	*	TAMBORELLO JA	9 E PEDREGOSA ST	SANTA BARBARA	CA	93101	(805) 569-1889
10	*	TAMBORELLO JA	122 SO PATTERSON AVE#111	SANTA BARBARA	CA	93111	(805) 964-6787
00	*	TANG, AP	422 N MILPAS ST STE 5	SANTA BARBARA	CA	93103	(805) 962-9000
00		THOMPSON, MW	2000 STATE ST # A	SANTA BARBARA	CA	93105	(805) 682-7565
20		TRIGONIS, AJ	2780 STATE ST STE 4	SANTA BARBARA	CA	93105	(805) 687-5561
00		UCSB STUDENT HLTH SERV	DENTAL CLINIC	SANTA BARBARA	CA	93106	(805) 893-2891
00	*	VALESKA, BG	4141 STATE ST STE E7	SANTA BARBARA	CA	93110	(805) 964-7550
10	*	WALLACE EM	1515 STATE ST STE 9	SANTA BARBARA	CA	93101	(805) 962-7933
00		WALSETH, GR	23 W MICHELTORENA ST	SANTA BARBARA	CA	93101	(805) 963-0663
00		WARD, RH	1805 E CABRILLO BLVD #A	SANTA BARBARA	CA	93108	(805) 969-5767
10	*	WELSH, G	1515 STATE ST STE 9	SANTA BARBARA	CA	93101	(805) 962-7933
40	*	WESTBURY LW	515 E MICHELTORENA ST #E	SANTA BARBARA	CA	93103	(805) 963-3822
20		WHITE, SE	15 E ARRELLAGA ST # 7	SANTA BARBARA	CA	93101	(805) 962-7441
00		WILSON, J	122 SO PATTERSON #212	SANTA BARBARA	CA	93111	(805) 967-8250
00		WIPF, ES	1819 STATE ST STE C	SANTA BARBARA	CA	93101	(805) 569-0716
00		WOLF, JJ	122 SO PATTERSON AVE#212	SANTA BARBARA	CA	93111	(805) 967-8250
20	*	WRIGHT, CM	40 E ALAMAR AVE	SANTA BARBARA	CA	93105	(805) 687-6453
00		YOUNG, RK	122 SO PATTERSON AVE#115	SANTA BARBARA	CA	93111	(805) 967-5010
00	*	ZAK, BS	5168 HOLLISTER AVE	SANTA BARBARA	CA	93111	(805) 683-5300
20	*	ADAM JM	1311 S MILLER ST STE 201	SANTA MARIA	CA	93454	(805) 928-2597
00		ADAM, MS	125 E STOWELL RD STE 103	SANTA MARIA	CA	93454	(805) 928-4391
00	*	ADAMES, RB	1414 S MILLER ST STE 1	SANTA MARIA	CA	93454	(805) 349-8890
00	*	AL HARAZNEH AM	1038 W MAIN ST	SANTA MARIA	CA	93458	(805) 925-9091
00	*	ANTAKI, GR	1304 S MILLER ST	SANTA MARIA	CA	93454	(805) 352-1188
00	*	AVERY, DW	125 W STOWELL RD	SANTA MARIA	CA	93458	(805) 922-7725
00		BALDIVIEZ CR	111 E PARK AVE	SANTA MARIA	CA	93454	(805) 925-8112
00		BARNARD MW	1108 E CLARK AVE STE 160	SANTA MARIA	CA	93455	(805) 937-2059
00		BEALL LE	300 S STRATFORD AVE	SANTA MARIA	CA	93454	(805) 922-2426
00		BEALL, TB	426 E BARCELLUS #204	SANTA MARIA	CA	93454	(805) 922-2191
00		BECKER, TJ	201 N COLLEGE DR STE 102	SANTA MARIA	CA	93454	(805) 925-6939
00	*	BENEDETTI, GS	1505 SHEPARD DR STE 201	SANTA MARIA	CA	93454	(805) 928-4144
00		BRANNON, CN	1430 E MAIN ST STE 105	SANTA MARIA	CA	93454	(805) 922-1017
00	*	BRENNEMAN GG	1105 E FOSTER RD STE C	SANTA MARIA	CA	93455	(805) 937-6328
00		BURG, SB	1430 E MAIN ST STE 203	SANTA MARIA	CA	93454	(805) 922-3530
00	*	CARTER, BT	125 E STOWELL RD STE 101	SANTA MARIA	CA	93454	(805) 925-8746
01	*	CHANG, I	210 SO PALISADE DR #201	SANTA MARIA	CA	93454	(805) 348-1990
00		CHILDRESS RW	308 N MCCLELLAND ST	SANTA MARIA	CA	93454	(805) 922-4352
20	*	CHUN, KG	1001 S BROADWAY	SANTA MARIA	CA	93454	(805) 922-2295
00		CUTLER, RM	1315 SO MILLER ST #201	SANTA MARIA	CA	93454	(805) 925-7343
00		DAVIS, BW	426 E BARCELLUS #204	SANTA MARIA	CA	93454	(805) 922-2191
00	*	DEGUZMAN AA	619 E CHAPEL ST	SANTA MARIA	CA	93454	(805) 928-3030
01	*	DIXON, ST	1315 S MILLER ST STE 202	SANTA MARIA	CA	93454	(805) 348-9188
00		ELWOOD, GD	1414 S MILLER ST STE 6	SANTA MARIA	CA	93454	(805) 928-7833
00	*	EVANS, RW	2151 SO COLLEGE DR #103	SANTA MARIA	CA	93455	(805) 928-5871
00	*	FAWSON JA	2528 S BROADWAY STE C	SANTA MARIA	CA	93454	(805) 928-6776
00		FEE, CM	1420 S MILLER ST STE C	SANTA MARIA	CA	93454	(805) 925-5000
00	*	GABAREE JR WF	426 E BARCELLUS #105	SANTA MARIA	CA	93454	(805) 347-4785
00		GIBBS, JD	1414 S MILLER ST STE 7	SANTA MARIA	CA	93454	(805) 922-5884
00		GOMEZ, MR	2151 SO COLLEGE ST #202	SANTA MARIA	CA	93455	(805) 922-3939
00	*	GONZALEZ H	125 W STOWELL RD	SANTA MARIA	CA	93458	(805) 922-7725

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		HEALY, R J	2151 SO COLLEGE DR #201	SANTA MARIA	CA	93455	(805) 928-3928
00		HOUSER, ML	1038 W MAIN ST	SANTA MARIA	CA	93458	(805) 349-0748
10	*	HUMES, MS	201 N COLLEGE DR STE 202	SANTA MARIA	CA	93454	(805) 928-7611
30		HUTCHERSON ST	1414 S MILLER ST STE J	SANTA MARIA	CA	93454	(805) 922-9626
00	*	KIM JC	1774 S BROADWAY	SANTA MARIA	CA	93454	(805) 928-5400
00	*	KIM, SS	1430 E MAIN ST STE 103	SANTA MARIA	CA	93454	(805) 925-2545
00		KIRK, ED	1505 SHEPARD DR STE 202	SANTA MARIA	CA	93454	(805) 925-1425
00		KITTO, RD	937 E MAIN ST STE 105	SANTA MARIA	CA	93454	(805) 922-4109
00	*	KRULEWECKI AG	1414 S MILLER ST STE K	SANTA MARIA	CA	93454	(805) 922-5122
00	*	KWON, SC	1414 S MILLER ST STE S	SANTA MARIA	CA	93454	(805) 925-6229
00	*	LANE, MP	725 S BROADWAY	SANTA MARIA	CA	93454	(805) 922-6696
00	*	MAJOR, AF	301 E COOK ST STE F	SANTA MARIA	CA	93454	(805) 925-2652
00		NAPOD-TESTA BB	937 E MAIN ST STE 203	SANTA MARIA	CA	93454	(805) 352-9101
00	*	NARINE, M	210 N BROADWAY	SANTA MARIA	CA	93454	(805) 347-1171
00	*	NAUMESCU, I	1414 S MILLER ST STE N	SANTA MARIA	CA	93454	(805) 928-3780
20	*	NELSON KR	1505 SHEPARD DR STE 101	SANTA MARIA	CA	93454	(805) 922-4778
00	*	NG, DT	610 E CHAPEL ST	SANTA MARIA	CA	93454	(805) 928-0363
00	*	NGUYEN, TT	609 E CHAPEL ST	SANTA MARIA	CA	93454	(805) 349-7999
00		ORCHARD, JW	210 SO PALLISADE DR #205	SANTA MARIA	CA	93454	(805) 925-9501
00		OUELLET, DF	730 E CHAPEL ST	SANTA MARIA	CA	93454	(805) 925-8767
50		PARSONS, MR	730 E CHAPEL ST STE A	SANTA MARIA	CA	93454	(805) 928-0340
10	*	PITROWSKI, A	201 N COLLEGE DR STE 202	SANTA MARIA	CA	93454	(805) 928-7611
00		PREZKOP, GC	1414 S MILLER ST STE B	SANTA MARIA	CA	93454	(805) 352-0225
00		RIFORGIATE AF	504 E CHURCH ST STE A	SANTA MARIA	CA	93454	(805) 925-1781
00	*	SAMS, V	5075 S BRADLEY RD STE 10	SANTA MARIA	CA	93455	(805) 934-7705
10	*	SLAUGHTER JW	2151 SO COLLEGE DR #104	SANTA MARIA	CA	93455	(805) 925-1440
20		SPECHT, KA	426 E BARCELLUS #201	SANTA MARIA	CA	93454	(805) 347-4444
00		STROUD JR	1103 E CLARK AVE STE B	SANTA MARIA	CA	93455	(805) 937-1812
00	*	SUAYAN J	316 E CHAPEL ST	SANTA MARIA	CA	93454	(805) 925-4051
00	*	TURTON, RD	1157 E CLARK AVE STE A	SANTA MARIA	CA	93455	(805) 938-7645
00		WESTERN DENTAL SERVICES	2205 S BROADWAY	SANTA MARIA	CA	93454	(805) 347-1000
20		WESTERN DENTAL SERVICES	2205 S BROADWAY	SANTA MARIA	CA	93454	(805) 347-1000
00	*	WHELAN, JT	2005 S MILLER ST	SANTA MARIA	CA	93454	(805) 922-7318
00	*	WOLFE, BG	426 E BARCELLUS #105	SANTA MARIA	CA	93454	(805) 347-4785
40	*	WOLINSKY LE	730 E CHAPEL ST STE B	SANTA MARIA	CA	93454	(805) 928-0349
01	*	WONG, DB	1315 S MILLER ST STE 202	SANTA MARIA	CA	93454	(805) 348-9188
40	*	WRIGHT, PA	1414 S MILLER ST STE G	SANTA MARIA	CA	93454	(805) 922-7858
00	*	YU, X	504 E CHURCH ST STE B	SANTA MARIA	CA	93454	(805) 922-8491
00		ELDER, DA	3669 SAGUNTO ST # 102	SANTA YNEZ	CA	93460	(805) 693-1414
30		RUBY, RR	1090 EDISON ST	SANTA YNEZ	CA	93460	(805) 686-2400
00		SMITH, MC	3615 A SAGUNTO	SANTA YNEZ	CA	93460	(805) 688-4344

SANTA CLARA

00		LAY BC	24900 HIGHLAND WAY	LOS GATOS	CA	95033	(408) 353-1191
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SANTA CRUZ

40	*	AVERA, JB	9059B SOQUEL DR	APTOS	CA	95003	(831) 688-1975
20	*	CONNOLLY DP	9059 SOQUEL DR # D	APTOS	CA	95003	(831) 688-8112
00		DEL CORE, BJ	783 RIO DELMAR BLVD #71A	APTOS	CA	95003	(831) 688-3012
30		FEHRMAN SL	7545 SOQUEL DR	APTOS	CA	95003	(831) 662-2900
00	*	GILL, TL	9520 SOQUEL DR	APTOS	CA	95003	(831) 688-1006
00		GRUBER, MF	7545 SOQUEL DR	APTOS	CA	95003	(831) 662-3388
00		HOWARD RE	9059A SOQUEL DR	APTOS	CA	95003	(831) 688-6531
30		JACKSON, AK	7545 SOQUEL DR	APTOS	CA	95003	(831) 662-2900
00		KUBOTA, GS	7535 SOQUEL DR	APTOS	CA	95003	(831) 688-6161
00		MONTGOMERY DJ	783 RIO DEL MAR BLVD	APTOS	CA	95003	(831) 688-6060
00		PERKINS, JR	9061 SOQUEL DR	APTOS	CA	95003	(831) 688-3633
00	*	POSTLE, RW	9520 SOQUEL DR	APTOS	CA	95003	(831) 688-1006
99		SANCHEZ, DM	1600 DAY VALLEY RD	APTOS	CA	95003	(000) 000-0000
00		SCOTT, KR	3275 APTOS RCH RD #C	APTOS	CA	95003	(831) 688-1997
00		SHIVELY, HM	3233 VALENCIA AVE STE B3	APTOS	CA	95003	(831) 662-2777
00		TUCK, BD	7535 SOQUEL DR	APTOS	CA	95003	(831) 688-3930
00		ANDERSON WG	9377 MILL ST	BEN LOMOND	CA	95005	(831) 336-2271
00		JAHN, RA	231 MAIN ST	BEN LOMOND	CA	95005	(831) 336-2261
00		JOHNSON KE	13270 BIG BASIN WAY	BOULDER CREEK	CA	95006	(831) 338-2131
00		WOO, DA	12880 HIGHWAY 9	BOULDER CREEK	CA	95006	(831) 338-1888
00	*	CALLINAN GM	2001 40TH AVE STE G	CAPITOLA	CA	95010	(831) 476-8700
01	*	CHANG, P	4450 CAPITOLA RD STE 102	CAPITOLA	CA	95010	(831) 462-1612
00	*	HALBLEIB, JA	4450 CAPITOLA RD STE 102	CAPITOLA	CA	95010	(831) 462-1612
40	*	LEGAN APC, TL	614 CAPITOLA AVE STE B	CAPITOLA	CA	95010	(831) 464-1600
00		SCHELLENTRAGER RC	617 CAPITOLA AVE	CAPITOLA	CA	95010	(831) 475-2313
00		BLENDERMAN, RM	6940 HIGHWAY 9	FELTON	CA	95018	(831) 335-4488
00	*	REKSOTMODJO MH	6230 GUSHEE ST	FELTON	CA	95018	(831) 335-5324
00		BRUNO, BE	110 THICKET LN	FREEDOM	CA	95019	(831) 722-3908
00		GRIJO, G J	110 THICKET LN	FREEDOM	CA	95019	(831) 722-3908
30		GROSSMAN, ML	228 GREEN VALLEY RD	FREEDOM	CA	95019	(831) 722-9202
00		HONG, L	1714 FREEDOM BLVD	FREEDOM	CA	95019	(831) 768-0707
00		MATIASEVICH BD	256 GREEN VALLEY RD	FREEDOM	CA	95019	(831) 722-4666
00	*	SACHDEV, DK	122 THICKET LN	FREEDOM	CA	95019	(831) 724-6000
10	*	SLAUGHTER TW	236 GREEN VALLEY RD	FREEDOM	CA	95019	(831) 728-3661
30		SMITH, JB	228 GREEN VALLEY RD	FREEDOM	CA	95019	(831) 722-9202
00		TRUONG CC	2016 FREEDOM BLVD	FREEDOM	CA	95019	(831) 722-1786
00		AKIN, CE	550 WATER ST BLDG I # 4	SANTA CRUZ	CA	95060	(831) 429-1397
20	*	AMER, H	930 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-6550
00		ANDREWS, RR	1505 SOQUEL DR STE 11	SANTA CRUZ	CA	95065	(831) 464-0599
00		ANGELOFF SC	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		BOCK, PP	4100 PORTOLA DR STE 3	SANTA CRUZ	CA	95062	(831) 475-1566

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		BRENNAN, C	1505 SOQUEL DR STE 6	SANTA CRUZ	CA	95065	(831) 476-8724
40	*	BROWNING RD	550 WATER ST STE K3	SANTA CRUZ	CA	95060	(831) 426-3538
00		CARLTON MD	550 WATER ST STE D3	SANTA CRUZ	CA	95060	(831) 426-1124
00		CASTILLO R	1588 SOQUEL DR	SANTA CRUZ	CA	95065	(831) 476-5995
00		CHENG, F	550 WATER ST BLDG I	SANTA CRUZ	CA	95060	(831) 429-1397
00		CHRISTIE, WB	918 CENTER ST	SANTA CRUZ	CA	95060	(831) 429-8419
00		CLEVENGER SR	1016 SOQUEL AVE	SANTA CRUZ	CA	95062	(831) 426-0598
10	*	CLINE-FORTUNATO CA	1663 DOMINICAN WAY #112	SANTA CRUZ	CA	95065	(831) 475-0221
00		COFFEY JC	1505 SOQUEL DR STE 6	SANTA CRUZ	CA	95065	(831) 476-8724
20	*	CONNOLLY DP	824 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-1056
00	*	DAILY, KJ	4100 PORTOLA DR STE 4	SANTA CRUZ	CA	95062	(831) 476-4100
00		DONALD BK	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		DOWNES, DA	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		EBRAHIMIAN MM	2112 SOQUEL AVE	SANTA CRUZ	CA	95062	(831) 458-3368
10	*	EKLUND, EJ	541 FREDERICK ST	SANTA CRUZ	CA	95062	(831) 426-5050
00	*	ELMORE CJ	525 CENTER ST	SANTA CRUZ	CA	95060	(831) 423-7311
00		FLORES, SM	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		FRADE, AL	4100 PORTOLA DR STE 1	SANTA CRUZ	CA	95062	(831) 475-7739
01	*	FRANCIS W	1779 DOMINICAN WAY	SANTA CRUZ	CA	95065	(831) 475-2833
20		HEDRICK JA	550 WATER ST STE B2	SANTA CRUZ	CA	95060	(831) 427-2882
00		HEIT, A	903 CEDAR ST	SANTA CRUZ	CA	95060	(831) 423-3364
00		IPPISCH KD	9000 SOQUEL AVE #202	SANTA CRUZ	CA	95062	(831) 476-3200
20		JASPER JJ	550 WATER ST STE L2	SANTA CRUZ	CA	95060	(831) 426-4344
20		JOINER, MW	1773 DOMINICAN WAY	SANTA CRUZ	CA	95065	(831) 475-5500
00		KEYS CC	1505 SOQUEL DR STE 5B	SANTA CRUZ	CA	95065	(831) 476-6481
00		KLIM, DP	500 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-1444
00		KUECHLE, RR	550 WATER ST STE J2	SANTA CRUZ	CA	95060	(831) 427-2353
01	*	KUHN, WG	1588 SOQUEL DR	SANTA CRUZ	CA	95065	(831) 476-4601
00		LARSON, DW	916 CENTER ST	SANTA CRUZ	CA	95060	(831) 423-7530
10	*	LOITZ, GA	550 WATER ST STE I2	SANTA CRUZ	CA	95060	(831) 426-6135
01	*	MACHNIK TK	1779 DOMINICAN WAY	SANTA CRUZ	CA	95065	(831) 475-2833
00		MARIETTI, GL	550 WATER ST STE G1	SANTA CRUZ	CA	95060	(831) 426-3262
00		MATIASEVICH RN	1775 DOMINICAN WAY	SANTA CRUZ	CA	95065	(831) 476-7272
00		MCCLURE, AG	304 LINCOLN ST	SANTA CRUZ	CA	95060	(831) 426-1343
01	*	MINOR RW	550 WATER ST STE I1	SANTA CRUZ	CA	95060	(831) 427-1660
00		MONTANA, EA	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		MOORADIAN G	550 WATER ST STE J1	SANTA CRUZ	CA	95060	(831) 425-5515
20		MORRIS, RJ	550 WATER ST STE B2	SANTA CRUZ	CA	95060	(831) 427-2882
20	*	MUIR, RJ	930 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-6550
30		OKUJI, DM	1667 DOMINICAN WY #232	SANTA CRUZ	CA	95065	(831) 476-5512
00		OSTER, CK	1505 SOQUEL DR STE 11	SANTA CRUZ	CA	95065	(831) 462-4424
00		OTTINGER, PL	1588 SOQUEL DR	SANTA CRUZ	CA	95065	(831) 476-1500
00		PARTRIDGE, RC	3337 MISSION DR	SANTA CRUZ	CA	95065	(831) 462-6500
00		PEABODY GW	620 FREDERICK ST	SANTA CRUZ	CA	95062	(831) 457-0343
00		PHILIP, JF	4100 PORTOLA DR STE 1	SANTA CRUZ	CA	95062	(831) 475-7739
30		PORTER, BJ	550 WATER ST STE D1	SANTA CRUZ	CA	95060	(831) 459-9802
40	*	PRIMAVERA CE	1588 SOQUEL DR	SANTA CRUZ	CA	95065	(831) 476-4020
00		PRIMAVERA CV	1588 SOQUEL DR	SANTA CRUZ	CA	95065	(831) 465-1588
00		RAMIREZ, HJ	1016 SOQUEL AVE	SANTA CRUZ	CA	95062	(831) 423-2447
00		RASMUSSEN II, HR	550 WATER ST BLDG I # 3	SANTA CRUZ	CA	95060	(831) 426-3828
00		ROBINSON RN	1017 MISSION ST	SANTA CRUZ	CA	95060	(831) 426-3535
00		SCHMUNK TR	1505 SOQUEL DR # S-11	SANTA CRUZ	CA	95065	(831) 464-0599
00		SMITH RK	8030 SOQUEL AVE STE 101	SANTA CRUZ	CA	95062	(831) 462-5600
10	*	STEEL, JH	1663 DOMINICAN WY #112	SANTA CRUZ	CA	95065	(831) 475-0221
00		TORRES, AM	606 FREDERICK ST	SANTA CRUZ	CA	95062	(831) 423-3002
00		VOGEL, DW	526 SOQUEL AVE STE E	SANTA CRUZ	CA	95062	(831) 429-9901
10	*	YELLICH GM	1663 DOMINICAN WAY #112	SANTA CRUZ	CA	95065	(831) 475-0221
00	*	YIEN, B	3330 PORTOLA DR	SANTA CRUZ	CA	95062	(831) 476-1541
00	*	YIEN LR	3330 PORTOLA DR	SANTA CRUZ	CA	95062	(831) 476-1541
00		ZEIP, P	3321 MISSION DR	SANTA CRUZ	CA	95065	(831) 475-3853
00		ZNAMIROWSKI T	553 FREDERICK ST	SANTA CRUZ	CA	95062	(831) 425-8001
00		BENEDICT, NJ	4340 SCOTTS VLLY DR #F	SCOTTS VALLEY	CA	95066	(831) 440-9214
00		BLACK DW	4736 C SCOTTS VALLEY DR	SCOTTS VALLEY	CA	95066	(831) 438-0554
00		EBRAHIMIAN, M	4738 SCOTTS VALLEY DR #B	SCOTTS VALLEY	CA	95066	(831) 438-1322
00		ESTRADA DS	4736 C SCOTTS VALLEY DR	SCOTTS VALLEY	CA	95066	(831) 438-0554
00		GRAF, SJ	4738 SCOTTS VALLEY DR #C	SCOTTS VALLEY	CA	95066	(831) 438-5052
00		JOHNSON BA	5276 SCOTTS VALLEY DR #A	SCOTTS VALLEY	CA	95066	(831) 438-4438
00		MCGRAW BZ	5321 SCOTTS VLLY DR #106	SCOTTS VALLEY	CA	95066	(831) 438-1861
00		MYERS, TJ	5321 SCOTTS VLLY DR #210	SCOTTS VALLEY	CA	95066	(831) 438-4020
00		NEWMAN JR JH	108 WHISPERING PINES#225	SCOTTS VALLEY	CA	95066	(831) 438-8706
00		STEVENS JA	221 H MOUNT HERMON RD	SCOTTS VALLEY	CA	95066	(831) 440-1830
00		TSAI, WW	5268 SCOTTS VALLEY DR	SCOTTS VALLEY	CA	95066	(831) 438-8503
00		BUOYE, KA	3065 PORTER ST STE 107	SOQUEL	CA	95073	(831) 464-2424
00		COSLETT, KL	2901 PARK AVE STE C1	SOQUEL	CA	95073	(831) 476-6900
00	*	HARBERTSON LA	5819 SOQUEL DR STE C	SOQUEL	CA	95073	(831) 475-2834
00		ICHIKAWA, TG	2901 PARK AVE STE C1	SOQUEL	CA	95073	(831) 476-6900
00	*	KEMERLING, MC	2840 PARK AVE STE B	SOQUEL	CA	95073	(831) 688-0555
00		KURATOMI, RK	3121 PARK AVE STE G	SOQUEL	CA	95073	(831) 475-0656
00		MANN SB	2515 PORTER ST	SOQUEL	CA	95073	(831) 462-8555
01	*	PAGE, DO	4831 SOQUEL DR	SOQUEL	CA	95073	(831) 475-2022
00		ALBRIGHT, RL	11 ASPEN WAY STE 1	WATSONVILLE	CA	95076	(831) 722-1555
00		ANDERSON, JV	390 SO GREEN VLLY RD #7	WATSONVILLE	CA	95076	(831) 722-4106
00	*	BAUTISTA, M	1493 MAIN ST	WATSONVILLE	CA	95076	(831) 722-7228
00	*	BENESHAN RM	11-A ALEXANDER ST	WATSONVILLE	CA	95076	(831) 724-6337
00		BIANCO, RJ	82 MARIPOSA AVE	WATSONVILLE	CA	95076	(831) 722-3308
00	*	CARIN, MA	82 MARIPOSA AVE # B	WATSONVILLE	CA	95076	(831) 724-7211

Spec. Code	DPO	Name	Address	City	State	Zip	Phone
20	*	CONNOLLY, DP	386-SO GREEN VALLEY RD	WATSONVILLE	CA	95076	(831) 722-5595
01	*	EGUCHI, DS	390 SO GREEN VLLY RD #3	WATSONVILLE	CA	95076	(831) 728-0444
00		ESPINOZA, S	21 BRENNAN ST STE 1	WATSONVILLE	CA	95076	(831) 722-2727
00	*	FOSTER DL	98 MARIPOSA AVE	WATSONVILLE	CA	95076	(831) 724-1003
00	*	GREMILLION JK	1951 MAIN ST	WATSONVILLE	CA	95076	(831) 761-9500
00		GRIFFIN, PT	56 PENNY LN STE C	WATSONVILLE	CA	95076	(831) 722-8469
00		HAYASHI, AK	64 PENNY LN STE C	WATSONVILLE	CA	95076	(831) 728-2096
20	*	JACOBSON JA	56 PENNY LN STE B	WATSONVILLE	CA	95076	(831) 722-5022
00	*	KIM, ST	244 E LAKE AVE	WATSONVILLE	CA	95076	(831) 724-3833
00		KONDO GT	390 SO GREEN VLLY RD #2	WATSONVILLE	CA	95076	(831) 728-1322
01	*	LE, PN	65 NEILSON ST # 135	WATSONVILLE	CA	95076	(831) 750-4024
00	*	LOREDO A	284 PENNSYLVANIA DR # 4	WATSONVILLE	CA	95076	(831) 724-1933
00	*	MEDINA, MJ	15 PENNY LN STE 1	WATSONVILLE	CA	95076	(831) 722-4635
00		OCAMPO GJ	1994D MAIN ST	WATSONVILLE	CA	95076	(831) 724-7400
00		ROBB, JW	56 PENNY LN STE A	WATSONVILLE	CA	95076	(831) 722-1318
00	*	SHENFIELD GB	47 PENNY LN # 2	WATSONVILLE	CA	95076	(831) 724-4539
10	*	TARSITANO, BF	70 PENNY LN STE B	WATSONVILLE	CA	95076	(831) 722-8887
00		VANDERBILT, RG	390 SO GREEN VLLY RD #5	WATSONVILLE	CA	95076	(831) 722-1432
00		WHITEMAN, TR	213 E LAKE AVE	WATSONVILLE	CA	95076	(831) 724-6349
00		WILLIAMS EL	36 ASPEN WAY	WATSONVILLE	CA	95076	(831) 728-2266
VENTURA							
00		ANDERSON, KN	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
00	*	ARSTEIN, DD	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
10	*	BAKER, DL	3801 LAS POSAS RD #202	CAMARILLO	CA	93010	(805) 987-1317
20	*	BERGMAN RT	400 MOBIL AVE STE C1	CAMARILLO	CA	93010	(805) 482-7284
01	*	BLUTH, LA	484 MOBIL AVE STE 31	CAMARILLO	CA	93010	(805) 484-1221
40	*	CABALLERO MR	400 ROSEWOOD AVE STE 204	CAMARILLO	CA	93010	(805) 484-3505
10	*	CEDENO DA	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
00	*	CHOW, S	2087 VENTURA BLVD	CAMARILLO	CA	93010	(805) 482-3811
10	*	CLARK WJ	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
00		CLIFF, JA	3901 E LOS POSAS RD #109	CAMARILLO	CA	93010	(805) 482-1984
00	*	CZUBIAK, MJ	92 PALM DR	CAMARILLO	CA	93010	(805) 388-5700
00	*	ELSHAFIE, MA	400 MOBIL AVE STE A4	CAMARILLO	CA	93010	(805) 484-3599
40	*	ENDOW JP	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
00		GABRIEL, PC	458 ARNEILL RD	CAMARILLO	CA	93010	(805) 482-6713
00		GERBOVAZ, MK	401 MOBIL AVE STE 1	CAMARILLO	CA	93010	(805) 482-1994
00	*	HERMANS RD	2438 PONDEROSA DR N#C111	CAMARILLO	CA	93010	(805) 482-1616
00		HIRASUNA AT	3801 LAS POSAS RD #203	CAMARILLO	CA	93010	(805) 484-2010
40	*	HUNT, DR	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
40	*	HUNTER RK	3801 LAS POSAS RD #205	CAMARILLO	CA	93010	(805) 388-1730
00	*	HUSTON P	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
20	*	IBRAHIM SA	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
00	*	JOSEPH JM	266 MOBIL AVE STE 103	CAMARILLO	CA	93010	(805) 484-0405
00	*	KAISER, AG	816 CAMARILLO SPGS RD #L	CAMARILLO	CA	93012	(805) 388-3008
00	*	KHODADADI RN	2177 VENTURA BLVD	CAMARILLO	CA	93010	(805) 388-1048
10	*	KIRBY, JW	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
00	*	KOHANDARVISH N	2177 VENTURA BLVD	CAMARILLO	CA	93010	(805) 388-1048
20	*	LEVY, PC	3801 LAS POSAS RD #115	CAMARILLO	CA	93010	(805) 484-7588
00	*	LIM, TS	3901 LAS POSAS RD #209	CAMARILLO	CA	93010	(805) 388-6745
00	*	LING, HH	2087 VENTURA BLVD	CAMARILLO	CA	93010	(805) 482-3811
30	*	LISAGOR, MS	3687 LAS POSAS RD #180	CAMARILLO	CA	93010	(805) 484-2705
00	*	MANSOURIAN, P	2083 VENTURA BLVD	CAMARILLO	CA	93010	(805) 987-2701
00		MCCARTHY MW	3801 LAS POSAS #206	CAMARILLO	CA	93010	(805) 482-3214
20	*	MCDADE M	450 ROSEWOOD AVE STE 100	CAMARILLO	CA	93010	(805) 482-7615
00		MEHRALI MC	2438 PONDEROSA NO #C-200	CAMARILLO	CA	93010	(805) 987-6991
20	*	MENG, S	2380 LAS POSAS RD STE A	CAMARILLO	CA	93010	(805) 388-9110
01	*	MERCURIO, MJ	3901 LAS POSAS RD STE 6	CAMARILLO	CA	93010	(805) 484-0555
10	*	MORRISSETTE MP	3801 LAS POSAS RD #202	CAMARILLO	CA	93010	(805) 987-1317
00		PACKHAM SW	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
00		PERSONS, JW	2438 NO PONDEROSA #C217	CAMARILLO	CA	93010	(805) 484-1611
00		PETERSON RM	3901 LAS POSAS RD STE 5	CAMARILLO	CA	93010	(805) 482-1558
00		PIZZA, MH	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
00		POTTS, ML	445 ROSEWOOD AVE STE P	CAMARILLO	CA	93010	(805) 388-3319
00		RAZI, S	2083 VENTURA BLVD	CAMARILLO	CA	93010	(805) 987-2701
00		REED, LP	5800 SANTA ROSA RD #101	CAMARILLO	CA	93012	(805) 987-8782
00	*	RICHARDS II RA	266 MOBIL AVE STE 209	CAMARILLO	CA	93010	(805) 987-6167
01	*	RODA GA	3801 LAS POSAS RD #213	CAMARILLO	CA	93010	(805) 388-6554
00	*	SCHLENZ RE	70 DAILY DR	CAMARILLO	CA	93010	(805) 987-7671
00	*	SEHATI, F	484 MOBIL AVE STE 33	CAMARILLO	CA	93010	(805) 482-9568
20		SMITH, VC	3687 LAS POSAS RD #180	CAMARILLO	CA	93010	(805) 484-2705
00		SPRAGUE, RW	450 ROSEWOOD AVE STE 105	CAMARILLO	CA	93010	(805) 484-1022
00		STOPIAK H	2412 PONDEROSA DR #B-110	CAMARILLO	CA	93010	(805) 987-6561
00	*	TOM, DS	2087 VENTURA BLVD	CAMARILLO	CA	93010	(805) 482-3811
00	*	TORGERSEN G	484 MOBIL AVE STE 31	CAMARILLO	CA	93010	(805) 484-1221
00	*	TORGERSEN RT	484 MOBIL AVE STE 31	CAMARILLO	CA	93010	(805) 484-1221
00	*	TOY, GD	3615 E LAS POSAS RD#145	CAMARILLO	CA	93010	(805) 484-8363
00	*	TREIBLE SW	5249 MISSION OAKS BLVD	CAMARILLO	CA	93012	(805) 987-0245
30		WAN, GL	3687 LAS POSAS RD #180	CAMARILLO	CA	93010	(805) 484-2705
00		WITCHER, JP	5301 MISSION OAKS BLVD#B	CAMARILLO	CA	93012	(805) 482-6389
20	*	WRIGHT, CM	4481 LAS POSAS RD STE C	CAMARILLO	CA	93010	(805) 484-1688
00		WURTZ D	450 ROSEWOOD AVE STE 104	CAMARILLO	CA	93010	(805) 482-6054
00	*	WURTZ DA	450 ROSEWOOD AVE STE 104	CAMARILLO	CA	93010	(805) 482-6054
00	*	WURTZ, RD	450 ROSEWOOD AVE STE 104	CAMARILLO	CA	93010	(805) 482-6054
00	*	YUM, ES	2087 VENTURA BLVD	CAMARILLO	CA	93010	(805) 482-3811
20		ZOKA, R	3801 LAS POSAS RD #212	CAMARILLO	CA	93010	(805) 482-6636
00	*	EVANS GW	502 CENTRAL AVE	FILLMORE	CA	93015	(805) 524-1313

Spec Code	DPO	Name	Address	City	State	Zip	Phone
20		HANNAH, PF	515 SESPE AVE	FILLMORE	CA	93015	(805) 643-1266
00	*	PRATT, MD	543 SESPE AVE	FILLMORE	CA	93015	(805) 524-2077
00	*	SANCHEZ, JG	567 SESPE AVE STE B	FILLMORE	CA	93015	(805) 524-4448
00	*	URBANO-BEER GC	512 KENSINGTON DR	FILLMORE	CA	93015	(805) 524-3966
01	*	BARAK, AS	484 E LOS ANGELES #210	MOORPARK	CA	93021	(805) 532-1101
30	*	BAR-ZION Y	553 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 523-1047
20	*	BAR-ZION Y	553 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 552-9998
00	*	BELLAMY, FA	484 E LOS ANGELES #210	MOORPARK	CA	93021	(805) 532-1101
00	*	BORQUEZ, RG	537 NEW LOS ANGELES AVE	MOORPARK	CA	93021	(805) 529-1000
00		FORCEY, BR	14711 PRINCETON AVE	MOORPARK	CA	93021	(805) 529-4821
10	*	GILMORE L	484 E LOS ANGELES #210	MOORPARK	CA	93021	(805) 532-1101
00		MAZDAEI R	308 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 531-0022
00		MITCHELL GD	217 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 529-5955
00	*	RAJPARA CJ	55 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 523-3216
00	*	SANCHEZ, JG	116 MOORPARK AVE	MOORPARK	CA	93021	(805) 532-1001
00		TAKEMOTO, PK	4217 TIERRA REJADA RD	MOORPARK	CA	93021	(805) 532-0005
00	*	TOPPER DM	530 NEW LOS ANGELES #213	MOORPARK	CA	93021	(805) 523-0110
00	*	WELIKALA, M	55 W LOS ANGELES AVE	MOORPARK	CA	93021	(805) 523-3216
00	*	BORGARDS EA	2860 CAMINO DOS RIOS	NEWBURY PARK	CA	91320	(805) 499-0471
30		BRENNAN LD	2277 MICHAEL DR # 2	NEWBURY PARK	CA	91320	(805) 376-1822
20		BRUNO, M	3327 KIMBER DR STE D	NEWBURY PARK	CA	91320	(805) 498-9599
50	*	CHEN HH	2904 THERESA DR STE 1	NEWBURY PARK	CA	91320	(805) 498-6631
00	*	DESTLER, S	587 NO VENTU PARK RD #C	NEWBURY PARK	CA	91320	(805) 499-1253
00		HUBER CC	2377 MICHAEL DR	NEWBURY PARK	CA	91320	(805) 498-9641
00		HUBER DE	2377 MICHAEL DR	NEWBURY PARK	CA	91320	(805) 498-9641
00		HUBER JR, DE	2377 MICHAEL DR	NEWBURY PARK	CA	91320	(805) 498-9641
40	*	JONES, RM	2904 THERESA DR STE 1	NEWBURY PARK	CA	91320	(805) 498-6631
00		JORDAN, TH	3327 KIMBER DR STE D	NEWBURY PARK	CA	91320	(805) 499-3691
40	*	LOPEZ, AD	2814 CAMINO DOS RIOS#401	NEWBURY PARK	CA	91320	(805) 375-2499
20	*	MACLEAN MD	1570 NEWBURY RD STE 1	NEWBURY PARK	CA	91320	(805) 498-7785
20	*	MACLEAN RH	1570 NEWBURY RD STE 1	NEWBURY PARK	CA	91320	(805) 498-7785
20		MAYS, RA	3327 KIMBER DR STE D	NEWBURY PARK	CA	91320	(805) 498-9599
20		MCEWAN, RS	2277 MICHAEL DR # 1	NEWBURY PARK	CA	91320	(805) 498-1006
00		PARK, EM	95 N REINO RD	NEWBURY PARK	CA	91320	(805) 498-6640
00	*	SOLOMON, LA	2245 MICHAEL DR	NEWBURY PARK	CA	91320	(805) 498-3661
50		STANLEY SF	2904 THERESA DR STE 1	NEWBURY PARK	CA	91320	(805) 498-6631
30		SUE, KA	2277 MICHAEL DR # 2	NEWBURY PARK	CA	91320	(805) 376-1822
00		THOMPSON, JL	1000 NEWBURY RD # 280	NEWBURY PARK	CA	91320	(805) 375-9383
00		VALDE-LOPEZ, JA	2814 CAMINO DOS RIOS#401	NEWBURY PARK	CA	91320	(805) 499-7676
00	*	ZOMORRODI MA	1200 W HILLCREST DR #200	NEWBURY PARK	CA	91320	(805) 498-4400
00	*	ZWEIG, MG	2904 THERESA DR STE 1	NEWBURY PARK	CA	91320	(805) 498-6631
00		KELL, HL	108 E PORTAL AVE	OAK VIEW	CA	93022	(805) 649-2727
00		SIMPSON, LS	110 E PORTAL AVE	OAK VIEW	CA	93022	(805) 649-1137
10	*	BUCK, TD	115 PIRIE RD STE G	OJAI	CA	93023	(805) 646-1001
00	*	FREEMAN, NS	1202 MARICOPA HWY # D	OJAI	CA	93023	(805) 646-2944
00		GARBER, DL	411 W OJAI AVE	OJAI	CA	93023	(805) 646-1777
01	*	GREENSPAN MA	110 CANADA ST	OJAI	CA	93023	(310) 937-6460
20		HAAR, CF	202 PIRIE RD # B	OJAI	CA	93023	(805) 646-6087
00		HARRIS WA	204B PIRIE RD	OJAI	CA	93023	(805) 646-1603
00		MCNEIL, JV	117 PIRIE RD STE A	OJAI	CA	93023	(805) 646-3700
00		OSBORNE RC	603 W OJAI AVE STE F	OJAI	CA	93023	(805) 646-0163
50		RADDING, H	411-B W OJAI AVE	OJAI	CA	93024	(805) 646-6329
00		RODRIGUEZ IE	117 PIRIE RD STE A	OJAI	CA	93023	(805) 646-3700
00	*	SAEGHI, A	603 W OJAI AVE STE F	OJAI	CA	93023	(805) 646-0163
00		WATSON DA	304 E MATILJA ST	OJAI	CA	93023	(805) 640-2668
00	*	ABAJIAN, JM	1901 SOLAR DR STE 205	OXNARD	CA	93036	(805) 988-2250
00		ADLER, EJ	3942 OCEAN DR	OXNARD	CA	93035	(805) 984-6539
00	*	ALEJANDRINO-BUELL ME	1701 SOLAR DR # 180	OXNARD	CA	93030	(805) 981-3868
40	*	ALLEN, MT	1263 W GONZALES RD	OXNARD	CA	93036	(805) 485-5478
20		ALTER, RD	451 W GONZALES RD #320	OXNARD	CA	93036	(805) 485-5150
00	*	ARAKELIAN A	1350 W GONZALES RD FL 2	OXNARD	CA	93036	(805) 988-5888
00	*	ARAKELIAN, A	2500 SAVIERS RD	OXNARD	CA	93033	(805) 486-4896
00	*	AREVALO, RT	210 N BONITA AVE	OXNARD	CA	93030	(805) 483-8359
00	*	ASAAD MB	712 N VENTURA RD # A	OXNARD	CA	93030	(805) 988-4540
00	*	ASDEL ED	947 W 7TH ST	OXNARD	CA	93030	(805) 486-6336
00		ASDEL, JG	947 W 7TH ST	OXNARD	CA	93030	(805) 486-6336
00		ASKARI, T	2184 SAVIERS RD	OXNARD	CA	93033	(805) 486-2396
00		BAFVERFELDT E	826 S A ST	OXNARD	CA	93030	(805) 486-3911
00	*	BRAZA EP	650 HOBSON WY #101	OXNARD	CA	93030	(805) 240-7996
00	*	BRAZA, JF	1804 SAVIERS RD STE B	OXNARD	CA	93033	(805) 385-4888
20		BUTO TT	451 W GONZALES #320	OXNARD	CA	93036	(805) 485-5150
40	*	CABALLERO MR	1100 W GONZALES RD #208	OXNARD	CA	93036	(805) 983-2711
00		CABEBE, AB	955 W 7TH ST	OXNARD	CA	93030	(805) 487-4977
00		CARSON DK	126 DEODAR AVE	OXNARD	CA	93030	(805) 983-0717
00		CARSON LK	126 DEODAR AVE	OXNARD	CA	93030	(805) 983-0717
10	*	CEDENO DA	2150 N ROSE AVE	OXNARD	CA	93036	(805) 604-0449
10	*	CEDENO DA	2411 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
10	*	CEDENO DA	2409 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
00	*	CHEN P	965 W 7TH ST	OXNARD	CA	93030	(805) 487-4742
00	*	CHIN, DN	1600 W GONZALES RD STE B	OXNARD	CA	93036	(805) 981-4881
10	*	CLARK WJ	2411 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
10	*	CLARK, WJ	1801 SOLAR DR STE 100	OXNARD	CA	93030	(805) 983-3131
00		COHEN, L	2500 SAVIERS RD	OXNARD	CA	93033	(805) 486-4896
10	*	COLE, NL	1801 SOLAR DR STE 100	OXNARD	CA	93030	(805) 983-3131
00	*	COLMENAR GI	3481 SAVIERS RD	OXNARD	CA	93033	(805) 483-6652
00	*	CUBILLOS LC	451 W GONZALEZ RD #160	OXNARD	CA	93036	(805) 988-3303

Spec Code	DPO	Name	Address	City	State	Zip	Phone
01	*	DAFTARY F	2001 SOLAR DR STE 225	OXNARD	CA	93036	(805) 485-6416
00	*	DIGIGLIO, RJ	451 W GONZALES #110	OXNARD	CA	93036	(805) 485-2334
00	*	DOMINGO, CA	4204 SAVIERS RD	OXNARD	CA	93033	(805) 488-0101
00	*	DUONG TD	629 COOPER RD # A	OXNARD	CA	93030	(805) 486-6383
00		DWIRE, DM	1265 W GONZALES RD	OXNARD	CA	93036	(805) 485-3544
00	*	ELNAKA, KM	1339 DORIS AVE	OXNARD	CA	93030	(805) 983-0593
00	*	ESHAGHIAN R	1941 N ROSE AVE STE 820	OXNARD	CA	93036	(805) 278-1212
00	*	FUJII, BR	1701 SOLAR DR # 270	OXNARD	CA	93030	(805) 983-3552
00		GAGNE, RA	1350 W GONZALES RD STE B	OXNARD	CA	93036	(805) 485-2777
20		GALGANO, PA	2150 N ROSE AVE	OXNARD	CA	93036	(805) 604-0449
20	*	GAREMANI RM	979 W 7TH ST	OXNARD	CA	93030	(805) 483-3023
00		GRAESER, JB	2035 SAVIERS RD STE 3	OXNARD	CA	93033	(805) 486-6327
00	*	GUZMAN RA	1901 SOLAR DR STE 175	OXNARD	CA	93036	(805) 983-2606
00	*	HAHN, H	2689A SAVIERS RD	OXNARD	CA	93033	(805) 483-0102
00		HANSEN, KA	3611 W 5TH ST STE A	OXNARD	CA	93030	(805) 985-1800
00		HERNANDEZ A J	983 W 7TH ST	OXNARD	CA	93030	(805) 483-6177
00	*	HOANG, AC	2051 SAVIERS RD	OXNARD	CA	93033	(805) 483-2366
40	*	HOSSEINZADEH AK	500 ESPLANDE DR #620	OXNARD	CA	93036	(805) 981-7818
20	*	HUDSON PA	1600 W GONZALES RD STE C	OXNARD	CA	93036	(805) 981-4030
40	*	HUNT D	2150 N ROSE AVE	OXNARD	CA	93036	(805) 604-0449
40	*	HUNT DR	2411 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
00		IRONI, D	500 W 5TH ST	OXNARD	CA	93030	(805) 487-2781
10	*	JACOBSON S	4265 SAVIERS RD	OXNARD	CA	93033	(805) 482-4020
00		JAVELLANA, GD	1701 SOLAR DR STE 100	OXNARD	CA	93030	(805) 983-1577
00		JOHNSON KA	3611 W 5TH ST STE A	OXNARD	CA	93030	(805) 985-1800
00		JOHNSON KA	2411 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
00	*	KANE, BJ	1100 W GONZALES RD #100	OXNARD	CA	93036	(805) 983-0245
00		KAPPES, KA	1100 W GONZALES RD #106	OXNARD	CA	93036	(805) 278-1650
50	*	KARIMI, R	4938 S C ST	OXNARD	CA	93033	(805) 483-0421
00		KATO, KV	605 N A ST	OXNARD	CA	93030	(805) 485-1911
00	*	KAZEMI RR	1350 W GONZALES RD FL 2	OXNARD	CA	93036	(805) 988-5888
00	*	KAZEMI, RR	2500 SAVIERS RD	OXNARD	CA	93033	(805) 486-4896
00		KEATING RE	500 ESPLANADE DR STE 835	OXNARD	CA	93036	(805) 485-4843
00	*	KERPER, SP	1100 W GONZALES RD #100	OXNARD	CA	93036	(805) 983-0245
00		KERR KE	1100 W GONZALES RD #116	OXNARD	CA	93036	(805) 983-0756
00	*	KHODADADI RN	1801 SOLAR DR STE 290	OXNARD	CA	93030	(805) 278-8887
00	*	KIM N	183 E GONZALES RD	OXNARD	CA	93036	(805) 981-8116
00	*	KIM, N	420 W PLEASANT VALLEY RD	OXNARD	CA	93033	(805) 488-2221
00	*	LABARE JC	1300 N VENTURA RD STE 7	OXNARD	CA	93030	(805) 983-0217
00	*	LAU KS	905 W 7TH ST	OXNARD	CA	93030	(805) 487-4903
20		LEE TC	1801 SOLAR DR STE 155	OXNARD	CA	93030	(805) 985-5535
00	*	LEGASPI PB	4265 SAVIERS RD	OXNARD	CA	93033	(805) 483-4020
00	*	LIM, R	1253 SAVIERS RD	OXNARD	CA	93033	(805) 240-1799
30		LISAGOR, MS	451 W GONZALES RD #300	OXNARD	CA	93036	(805) 983-0100
00		MACDOWELL, MO	1046 N VENTURA RD	OXNARD	CA	93030	(805) 983-0317
00	*	MADADSHAHI AA	2379 N OXNARD BLVD	OXNARD	CA	93036	(805) 278-9499
20	*	MCDADE, M	750 W GONZALES RD #240	OXNARD	CA	93036	(805) 485-3200
00	*	MEHRDAD, F	1801 SOLAR DR STE 290	OXNARD	CA	93030	(805) 278-8887
40	*	MOLDOVAN, SM	2409 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
00	*	MOVAHEDI, I	4225 SAVIERS RD STE 9	OXNARD	CA	93033	(805) 982-8283
40	*	MURPHY, NC	888 WAGON WHEEL RD	OXNARD	CA	93036	(805) 983-2055
01	*	NAJAFI, MM	500 ESPLANADE DR STE 610	OXNARD	CA	93036	(805) 981-7800
00	*	NEUMEISTER DR	1801 SOLAR DR STE 140	OXNARD	CA	93030	(805) 604-7695
00		NGO, TT	2840 E VINEYARD AVE	OXNARD	CA	93036	(805) 485-1519
00	*	NGUYEN, DH	3111 SAVIERS RD	OXNARD	CA	93033	(805) 385-3283
00	*	NICHOLAS, JD	3725 SAVIERS RD	OXNARD	CA	93033	(805) 486-0214
00	*	PANSINI DD	973 W 7TH ST	OXNARD	CA	93030	(805) 486-4478
00		PAPPAS, DN	1046 N VENTURA RD	OXNARD	CA	93030	(805) 983-0317
00	*	PENCE JR. BA	1000 TOWN CTR DR #250	OXNARD	CA	93036	(805) 983-7674
00	*	PENCE SR BA	1000 TOWN CTR DR #250	OXNARD	CA	93036	(805) 485-1605
00	*	PEREZ JR, H J	2001 SOLAR DR STE 200	OXNARD	CA	93036	(805) 983-6768
00	*	POWELL AF	405 N A ST	OXNARD	CA	93030	(805) 483-0210
00	*	PURI, S	139 N A ST	OXNARD	CA	93030	(805) 483-9537
00		QATTAN, MY	1901 SOLAR DR	OXNARD	CA	93036	(805) 988-2250
00	*	RAYAS JR FJ	1200 N VENTURA RD STE B	OXNARD	CA	93030	(805) 983-8866
00		RAZI, S	300 E ESPLANADE DR #1600	OXNARD	CA	93036	(805) 988-8985
20		REDMOND II JW	451 W GONZALES RD #320	OXNARD	CA	93036	(805) 485-5150
00		REITZ, RG	750 W GONZALES RD #200	OXNARD	CA	93036	(805) 983-6010
00	*	RIM, CJ	1050 N VENTURA RD	OXNARD	CA	93030	(805) 981-8880
00	*	SAKAMOTO, D	750 W GONZALES #280	OXNARD	CA	93036	(805) 983-0918
00		SANCHEZ PJ	416 N A ST STE C	OXNARD	CA	93030	(805) 486-7744
00		SANDAHL, CW	500 ESPLANADE DR #1280	OXNARD	CA	93036	(805) 485-5331
00		SCHAEFFER, JP	2150 N ROSE AVE	OXNARD	CA	93036	(805) 604-0449
00	*	SHABANZADEH, D	1804 SAVIERS RD STE B	OXNARD	CA	93033	(805) 385-4888
00	*	SHOEMAKER, RA	510 W 5TH ST	OXNARD	CA	93030	(805) 487-8879
00	*	SIMMONS GR	1801 SOLAR DR STE 140	OXNARD	CA	93030	(805) 604-7695
40	*	SOLEIMAN B	2409 SAVIERS RD	OXNARD	CA	93033	(805) 487-0487
00	*	STEIN, JJ	1100 W GONZALES RD #200	OXNARD	CA	93036	(805) 278-8999
10	*	STOUT MM	1701 SOLAR DR STE 291	OXNARD	CA	93030	(805) 981-8144
00	*	SULLIVAN, CJ	967 W 7TH ST	OXNARD	CA	93030	(805) 487-0435
30		SZYMANSKI, K	451 W GONZALEZ #300	OXNARD	CA	93036	(805) 983-0100
00	*	TAMAYO CA	441 W 5TH ST	OXNARD	CA	93030	(805) 483-9567
00		TRAN, TL	2840 E VINEYARD AVE	OXNARD	CA	93036	(805) 485-1519
00	*	TRESTER JN	500 ESPLANADE DR #1150	OXNARD	CA	93036	(805) 485-6266
00	*	UYEYAMA, ST	1060 N VENTURA RD	OXNARD	CA	93030	(805) 983-0588
00		VALDEZ RO	451 W GONZALES RD #330	OXNARD	CA	93036	(805) 983-3084

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00	*	VAN BLARGEN T	451 W GONZALES RD #360	OXNARD	CA	93036	(805) 988-4050
00		WALKER GC	1100 W GONZALES RD #114	OXNARD	CA	93036	(805) 983-0553
30		WAN, GL	451 W GONZALES RD #300	OXNARD	CA	93036	(805) 983-0100
00	*	WASDEN, DE	947 W 7TH ST	OXNARD	CA	93030	(805) 483-2271
00		WEINSTEIN, L	1300 N VENTURA RD STE 5	OXNARD	CA	93030	(805) 983-0218
00		WESTBURY, JR	997 W 7TH ST	OXNARD	CA	93030	(805) 487-5700
00		WESTERN DENTAL SERVICES	455 S C ST	OXNARD	CA	93030	(805) 483-9586
20		WESTERN DENTAL SERVICES	455 S C ST	OXNARD	CA	93030	(805) 483-9586
40	*	ZADEH, HH	500 ESPLANADE DR STE 620	OXNARD	CA	93036	(805) 981-7818
00	*	DICKINSON EC	305 E HUENEME RD	PORT HUENEME	CA	93041	(805) 488-1112
00	*	DUONG, TD	329 E PORT HUENEME RD	PORT HUENEME	CA	93041	(805) 488-0603
00	*	HERNANDEZ AM	2480 VICTORIA AVE #204	PORT HUENEME	CA	93041	(805) 985-1159
50	*	KARIMI, R	2601 N VENTURA RD	PORT HUENEME	CA	93041	(805) 985-6966
00		MATSUNO-LINDBERGH B	521 W CHANNEL ISLAND #8	PORT HUENEME	CA	93041	(805) 815-4356
00		POTTS, ML	305 E HUENEME RD	PORT HUENEME	CA	93041	(805) 488-1112
00	*	PRIEST, DW	501 W CHANNEL ISLAND#205	PORT HUENEME	CA	93041	(805) 985-9491
00		SCHAMBACH, WL	412 SHOREVIEW DR	PORT HUENEME	CA	93041	(805) 488-0544
00	*	SHARIFZADEH A	460 E PLEASANT VALLEY #B	PORT HUENEME	CA	93041	(805) 488-1611
00	*	TANK, DL	475 W CHANNEL ISLAND#203	PORT HUENEME	CA	93041	(805) 985-0300
00		CRUTCHFIELD DE	705 E MAIN ST	SANTA PAULA	CA	93060	(805) 525-5310
00	*	HOLLENBACK JK	134 N 10TH ST	SANTA PAULA	CA	93060	(805) 525-6064
00	*	JONES AD	722 E MAIN ST	SANTA PAULA	CA	93060	(805) 525-3001
00	*	LIM, R	125 E HARVARD BLVD STE E	SANTA PAULA	CA	93060	(805) 933-0802
00		LUZZI, NC	803 YALE ST	SANTA PAULA	CA	93060	(805) 525-5505
00	*	SASADA, BH	305 E HARVARD BLVD	SANTA PAULA	CA	93060	(805) 525-1573
00	*	SMITH, DL	705 E MAIN ST	SANTA PAULA	CA	93060	(805) 525-5310
00	*	STEWART, CF	132 N 10TH ST	SANTA PAULA	CA	93060	(805) 525-7649
00	*	TAYLOR, A	251 W HARVARD BLVD	SANTA PAULA	CA	93060	(805) 525-3375
00		YAMAMOTO RM	202 S 8TH ST	SANTA PAULA	CA	93060	(805) 525-1589
30	*	AFSHAR, F	1687 ERRINGER RD STE 207	SIMI VALLEY	CA	93065	(805) 584-8444
00		ANTANESIAN V	4210 E LOS ANGELES #F	SIMI VALLEY	CA	93063	(805) 579-0600
20		AUSTIN PM	2045 ROYAL AVE STE 205	SIMI VALLEY	CA	93065	(805) 520-9585
00		BAKER, DD	2489 TAPO ST	SIMI VALLEY	CA	93063	(805) 527-2266
00		BANKHARDT, RD	2720 COCHRAN ST STE 2B	SIMI VALLEY	CA	93065	(805) 584-1194
10	*	BENNION AS	1987 ROYAL AVE	SIMI VALLEY	CA	93065	(805) 522-4022
00	*	BERGER HS	1720 E LOS ANGELES #202	SIMI VALLEY	CA	93065	(805) 522-6020
01	*	BLUTH, LA	3605 ALAMO ST STE 210	SIMI VALLEY	CA	93063	(805) 583-1799
01	*	BOLLINGER JE	1755 ERRINGER RD STE 10	SIMI VALLEY	CA	93065	(805) 522-3937
10	*	BRUCKNER RH	2796 SYCAMORE DR STE 202	SIMI VALLEY	CA	93065	(805) 522-0332
00	*	BUBAR, BE	1755 ERRINGER RD STE 21	SIMI VALLEY	CA	93065	(805) 522-7370
10	*	CEDENO, DA	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2600
00	*	CHAFFEE, TN	2950 SYCAMORE DR STE 103	SIMI VALLEY	CA	93065	(805) 527-6400
00		CHAPIN EA	1987 ROYAL AVE STE 1	SIMI VALLEY	CA	93065	(805) 526-7720
00	*	CHUNG, CK	1975 ROYAL AVE STE 1	SIMI VALLEY	CA	93065	(805) 526-3636
01	*	COBIN, MA	1755 ERRINGER RD STE 10	SIMI VALLEY	CA	93065	(805) 522-3937
00		COX, JC	1424 MADERA RD STE 201	SIMI VALLEY	CA	93065	(805) 526-9955
00		ELLISON, JC	1939 ERRINGER RD	SIMI VALLEY	CA	93065	(805) 527-6100
00		FANNING, NA	1378 ERRINGER RD	SIMI VALLEY	CA	93065	(805) 522-3000
01	*	GARVIN GB	3605 ALAMO ST STE 210	SIMI VALLEY	CA	93063	(805) 583-1799
00	*	GHAZAL, C	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2683
00	*	GREEN, RS	1445 E LOS ANGELES #300	SIMI VALLEY	CA	93065	(805) 526-8296
00	*	GUSS, JD	1776 ERRINGER RD STE 106	SIMI VALLEY	CA	93065	(805) 527-9300
00		HANSEN LE	1987 ROYAL AVE STE 4	SIMI VALLEY	CA	93065	(805) 527-3306
20	*	HAPIP, D	2650 JONES WAY STE 22	SIMI VALLEY	CA	93065	(805) 527-1960
00		HUTCHINSON, SY	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2683
00	*	INNES, JS	2885 TAPO ST	SIMI VALLEY	CA	93063	(805) 527-5772
40	*	KAMINSKY, SB	2796 SYCAMORE DR STE 202	SIMI VALLEY	CA	93065	(805) 584-6225
00		KELLER MN	2489 TAPO ST	SIMI VALLEY	CA	93063	(805) 527-2266
00	*	KIM E	2685 COCHRAN ST	SIMI VALLEY	CA	93065	(805) 582-1900
00		KOLZ KE	1987 ROYAL AVE STE 2	SIMI VALLEY	CA	93065	(805) 526-8637
00		LEE, VM	1424 MADERA RD STE 201	SIMI VALLEY	CA	93065	(805) 526-9955
20	*	LEVY, PC	1720 E LOS ANGELES #210	SIMI VALLEY	CA	93065	(805) 527-6755
00	*	LINDBERGH D	1975 ROYAL AVE STE 3	SIMI VALLEY	CA	93065	(805) 522-3838
00		LUKE, LS	2489 TAPO ST	SIMI VALLEY	CA	93063	(805) 527-2266
00	*	MAHLER, HI	1755 ERRINGER RD STE 21	SIMI VALLEY	CA	93065	(805) 522-7370
00	*	MAIELLO, RJ	495 E LOS ANGELES AVE	SIMI VALLEY	CA	93065	(805) 579-6045
30		MANDELMAN N	1755 ERRINGER RD STE 20	SIMI VALLEY	CA	93065	(805) 522-2164
10	*	MCLEOD JW	1755 ERRINGER RD STE 11	SIMI VALLEY	CA	93065	(805) 522-2700
20	*	MENG S	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2600
01	*	MOGHADAM K	1687 ERRINGER RD STE 201	SIMI VALLEY	CA	93065	(805) 527-3534
00	*	MOHAN, SN	2345 ERRINGER RD STE 220	SIMI VALLEY	CA	93065	(805) 522-0191
00		MURADIAN VK	3695 ALAMO ST STE 300	SIMI VALLEY	CA	93063	(805) 522-0880
20		NAGEL, NJ	3695 ALAMO ST STE 301	SIMI VALLEY	CA	93063	(805) 581-2480
00	*	NATT, AP	1420 E LOS ANGELES AVE#D	SIMI VALLEY	CA	93065	(805) 581-1191
10	*	NEWTON ML	1987 ROYAL AVE	SIMI VALLEY	CA	93065	(805) 522-4022
00	*	NGUYEN, V	883 E LOS ANGELES AVE	SIMI VALLEY	CA	93065	(805) 520-3567
10	*	NIKCHEVICH JR, D	1987 ROYAL AVE	SIMI VALLEY	CA	93065	(805) 522-4022
00	*	ORLOVETSKY G	2780 TAPO CYN RD # A-1B	SIMI VALLEY	CA	93063	(805) 520-1711
20	*	PARLE, RE	2796 SYCAMORE DR STE 201	SIMI VALLEY	CA	93065	(805) 526-3343
01	*	PARSI, AA	495 E LOS ANGELES AVE	SIMI VALLEY	CA	93065	(805) 579-6045
01	*	POKRAS, D	3605 ALAMO ST STE 210	SIMI VALLEY	CA	93063	(805) 583-1799
20	*	PRESCOTT MA	495 E LOS ANGELES AVE	SIMI VALLEY	CA	93065	(805) 579-6045
00		QUINN, PJ	2925 SYCAMORE DR STE 107	SIMI VALLEY	CA	93065	(805) 526-9043
00	*	RAHIMI, C	1776 ERRINGER RD STE 106	SIMI VALLEY	CA	93065	(805) 527-9300
00	*	RODGERS CC	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2683
00		ROGES R	3977 COCHRAN ST STE E	SIMI VALLEY	CA	93063	(805) 583-3339

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00		ROGES, RA	3977 COCHRAN ST STE E	SIMI VALLEY	CA	93063	(805) 583-3339
00		ROTHMAN JE	2796 SYCAMORE DR STE 203	SIMI VALLEY	CA	93065	(805) 522-8330
00		SEINO, JK	1943 DEODORA ST	SIMI VALLEY	CA	93065	(805) 526-1277
00	*	SETAREHSHENAS K	1197 E LOS ANGELES AVE	SIMI VALLEY	CA	93065	(805) 583-5700
20		SMITH, VC	1755 ERRINGER RD STE 20	SIMI VALLEY	CA	93065	(805) 522-2164
40	*	SOLEIMAN, B	2410 SYCAMORE DR STE A	SIMI VALLEY	CA	93065	(805) 522-2683
00		SOMANI SV	2153 TAPO ST	SIMI VALLEY	CA	93063	(805) 583-1699
00		SPAYDE RC	1987 ROYAL AVE STE 4	SIMI VALLEY	CA	93065	(805) 527-3306
01	*	STOOPS LC	1755 ERRINGER RD STE 10	SIMI VALLEY	CA	93065	(805) 522-3937
01	*	STOOPS RC	1755 ERRINGER RD STE 10	SIMI VALLEY	CA	93065	(805) 522-3937
00	*	SUTHERLIN DJ	3605 ALAMO ST STE 310	SIMI VALLEY	CA	93063	(805) 526-3331
00		SUTTON, LA	4444 COCHRAN ST	SIMI VALLEY	CA	93063	(805) 526-5850
30		SZYMANSKI K	1755 ERRINGER RD STE 20	SIMI VALLEY	CA	93065	(805) 522-2164
00		TENGGREN S	2796 SYCAMORE DR STE 200	SIMI VALLEY	CA	93065	(805) 577-7733
00	*	THIO YH	3090 COCHRAN ST STE E	SIMI VALLEY	CA	93065	(805) 955-0181
00		TOCUSEANU I	5732 E LOS ANGELES AVE	SIMI VALLEY	CA	93063	(805) 583-2299
00		TOKUYAMA JY	1987 ROYAL AVE STE 4	SIMI VALLEY	CA	93065	(805) 527-3306
10	*	TOKUYAMA, YR	1987 ROYAL AVE	SIMI VALLEY	CA	93065	(805) 522-4022
00	*	TORGERSEN RT	1975 ROYAL AVE # 31	SIMI VALLEY	CA	93065	(805) 527-4470
00	*	TOY, JJ	1720 LOS ANGELES AVE#209	SIMI VALLEY	CA	93065	(805) 526-8081
00		TRAN, BT	1960 SEQUOIA AVE STE 1	SIMI VALLEY	CA	93063	(805) 584-3999
01	*	TRNAVSKY G	3605 ALAMO ST STE 210	SIMI VALLEY	CA	93063	(805) 583-1799
40	*	VERDUGO F	3977 COCHRAN ST STE E	SIMI VALLEY	CA	93063	(805) 583-3339
10	*	WEBB, DJ	1755 ERRINGER RD STE 11	SIMI VALLEY	CA	93065	(805) 522-2700
00	*	WECHSLER, JB	2124 WINIFRED ST	SIMI VALLEY	CA	93063	(805) 527-4988
20		WESTERN DENTAL SERVICES	1397 LOS ANGELES AVE #F	SIMI VALLEY	CA	93065	(805) 577-9100
00		WESTERN DENTAL SERVICES	1397 LOS ANGELES AVE #F	SIMI VALLEY	CA	93065	(805) 577-9100
00		YEH, VM	2474 STEARNS ST	SIMI VALLEY	CA	93063	(805) 581-5511
00	*	YEKIKIAN JO	1687 ERRINGER RD STE 201	SIMI VALLEY	CA	93065	(805) 527-3534
00	*	ZAK, I	4537 ALAMO ST STE A	SIMI VALLEY	CA	93063	(805) 520-1100
00	*	ZISLIS, M	1720 LOS ANGELES AVE#224	SIMI VALLEY	CA	93065	(805) 581-0144
20		DAVIRRO, GM	680 ALAMO PINTADO RD#203	SOLVANG	CA	93463	(805) 688-1862
00		HENNO, JC	261 ALISAL RD STE A	SOLVANG	CA	93463	(805) 688-8393
00		KLEIN JR	533 4TH PL	SOLVANG	CA	93463	(805) 688-6495
00		NASH, KC	1550 ELM AVE	SOLVANG	CA	93463	(805) 688-5557
20		SEAMOUNT JL	511 5TH ST	SOLVANG	CA	93463	(805) 688-4917
00		SHULTZ, MJ	678 ALAMO PINTADO RD	SOLVANG	CA	93463	(805) 688-3238
00		STREEGAN C	2027 VILLAGE LN STE 201	SOLVANG	CA	93463	(805) 686-2492
01	*	STURM JA	680 ALAMO PINTADO RD	SOLVANG	CA	93463	(805) 686-9868
01	*	SUZUKI, TT	680 ALAMO PINTADO RD#106	SOLVANG	CA	93463	(805) 693-8300
00		VAN DYCK M	680 ALAMO PINTADO RD#201	SOLVANG	CA	93463	(805) 688-0588
10	*	WALLACE, EM	680 ALAMO PINTADO # 106	SOLVANG	CA	93463	(805) 688-1155
00	*	SCHOLLER, CE	3265 SOMIS RD	SOMIS	CA	93066	(805) 386-3199
00		AGHASSIBAKE S	1655 THOUSAND OAKS #204	THOUSAND OAKS	CA	91362	(805) 449-2552
00	*	ALI, RR	225 N MOORPARK RD STE C	THOUSAND OAKS	CA	91360	(805) 777-4868
20		ALTER, RD	61 LONG CT STE 200	THOUSAND OAKS	CA	91360	(805) 495-0449
00		ANDERSEN DL	250 LOMBARD ST STE 7	THOUSAND OAKS	CA	91360	(805) 496-1091
00	*	ASDEL, ED	430AVE DELOS ARBOLES 102	THOUSAND OAKS	CA	91360	(805) 492-3553
20	*	BAR-ZION Y	303A S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 778-0096
30	*	BAR-ZION Y	303A S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 557-0457
00		BEIERLE JJ	228 LOMBARD ST STE B	THOUSAND OAKS	CA	91360	(805) 497-3726
00		BEIERLE, JL	228 LOMBARD ST STE B	THOUSAND OAKS	CA	91360	(805) 497-3726
10	*	BENNION AS	179 AUBURN CT	THOUSAND OAKS	CA	91362	(805) 495-7416
30		BERMAN, RG	61 LONG CT STE 202	THOUSAND OAKS	CA	91360	(805) 497-3797
00		BIERMAN, AU	223 E THOUSAND OAKS #209	THOUSAND OAKS	CA	91360	(805) 495-1061
00	*	BILECA, H	1772G E AVE D LOS ARBOLE	THOUSAND OAKS	CA	91362	(805) 493-4320
00		BRUNO, MJ	1489 E THOUSAND OAKS #3	THOUSAND OAKS	CA	91362	(805) 496-1861
00		BURTON, RP	75 LONG CT STE 200	THOUSAND OAKS	CA	91360	(805) 657-5439
20		BUTO, TT	61 LONG CT STE 200	THOUSAND OAKS	CA	91360	(805) 495-0449
00		BYNES RJ	430 AV DELOS ARBOLES#102	THOUSAND OAKS	CA	91360	(805) 492-3553
00		CALIGIURI, TA	398 LOMBARD ST STE B	THOUSAND OAKS	CA	91360	(805) 496-0333
01	*	CANTER, KB	398 LOMBARD ST STE A	THOUSAND OAKS	CA	91360	(805) 370-0110
10	*	CEDENO, DA	1760 E AVE D LOS ARBOLES	THOUSAND OAKS	CA	91362	(626) 795-6855
20	*	CHAN BC	2060 AVEN DE LOS ARBOLES	THOUSAND OAKS	CA	91362	(805) 493-2879
00	*	CHEN CY	227 W JANSS RD STE 140	THOUSAND OAKS	CA	91360	(805) 495-5990
00		CHEN, SH	2940 THOUSAND OAKS #D	THOUSAND OAKS	CA	91362	(805) 557-1197
00		CHEW GB	311 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 495-7048
50		CHEW, GV	311 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 495-7048
00		CHIN, SI	275 E HILLOREST DR # 152	THOUSAND OAKS	CA	91360	(805) 497-9402
00		CHOCK, CJ	2060 G AVE DELOS ARBOLES	THOUSAND OAKS	CA	91362	(805) 493-2879
00	*	CONNOR CS	933 E THOUSAND OAKS BLVD	THOUSAND OAKS	CA	91360	(805) 495-5214
00	*	CORREA, GM	509 MARIN ST STE 220	THOUSAND OAKS	CA	91360	(805) 374-8484
00	*	DICKEY, SB	93 ERBES RD STE A	THOUSAND OAKS	CA	91362	(805) 495-0468
00	*	ELSON MS	2125 E THOUSAND OAKS BLV	THOUSAND OAKS	CA	91362	(805) 495-3010
00		FRAKE, JG	216 LOMBARD ST	THOUSAND OAKS	CA	91360	(805) 497-8077
10	*	GREEN, SI	1459 E THOUSAND OAKS #B	THOUSAND OAKS	CA	91362	(805) 497-9408
00	*	HASHEMI-MOUSAVI M	415 E ROLLING OAKS #120	THOUSAND OAKS	CA	91361	(805) 449-9952
00		HEMM, AR	216 LOMBARD ST	THOUSAND OAKS	CA	91360	(805) 497-8077
00		HENDRIXSON, DT	179 AUBURN CT STE 4	THOUSAND OAKS	CA	91362	(805) 495-7064
00		HONG, JM	1000 NEWBURY RD # 190	THOUSAND OAKS	CA	91320	(805) 498-9820
00		HOSSEINI, S	1429 E THOUSAND OAKS BLV	THOUSAND OAKS	CA	91362	(805) 230-9212
00		HOWARD, JA	315 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 497-8588
20		HUTCHINSON SY	1760 E AVE D L ARBOLE #A	THOUSAND OAKS	CA	91362	(805) 493-5200
20	*	IBRAHIM, SA	166 N MOORPARK RD STE 30	THOUSAND OAKS	CA	91360	(805) 497-7366
00		KETCHAM, CW	228 LOMBARD ST STE C	THOUSAND OAKS	CA	91360	(805) 496-3209
00	*	KLEIGER ER	319 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 494-4234

Spec Code	DPO	Name	Address	City	State	Zip	Phone
00	*	KNOBLAUCH CD	415 ROLLING OAKS DR #215	THOUSAND OAKS	CA	91361	(805) 496-2456
20	*	KOBAL APC AL	228 LOMBARD ST STE A	THOUSAND OAKS	CA	91360	(805) 497-0721
00	*	KOSDON LS	245 LOMBARD ST	THOUSAND OAKS	CA	91360	(805) 495-2431
00	*	KOSDON, MD	253 LOMBARD ST # C	THOUSAND OAKS	CA	91360	(805) 777-7227
00	*	LAMBRIDIS, D	1760 E AVE D L ARBOLE #A	THOUSAND OAKS	CA	91362	(805) 493-5200
00	*	LEIZEROVICH, I	303A S MOORPARK RD	THOUSAND OAKS	CA	91361	(818) 981-4508
00	*	LEOPOLD KW	275 E HILLCREST DR #152	THOUSAND OAKS	CA	91360	(805) 497-6453
00	*	LIPKIN, A	1459 E THOUSAND OAKS #A	THOUSAND OAKS	CA	91362	(805) 494-1831
01	*	MALHOTRA, AK	245 LOMBARD ST	THOUSAND OAKS	CA	91360	(805) 496-7552
00	*	MASTER, VK	166 NO MOORPARK RD #202	THOUSAND OAKS	CA	91360	(805) 497-7505
00	*	MATSUNAGA AK	47 DUESENBERG DR STE 201	THOUSAND OAKS	CA	91362	(805) 496-3121
20	*	MAYS, RA	1489 E THOUSAND OAKS #3	THOUSAND OAKS	CA	91362	(805) 496-1861
00	*	MCDADE PB	228 LOMBARD ST STE D	THOUSAND OAKS	CA	91360	(805) 497-8536
10	*	MCLEOD JW	307 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 497-8571
20	*	MENG, H	1760 E AVE D L ARBOLE #A	THOUSAND OAKS	CA	91362	(805) 493-5200
00	*	MUNTEAN, SN	110 E THOUSAND OAKS BLVD	THOUSAND OAKS	CA	91360	(805) 373-9475
00	*	NADDAFI, L	1736 N MOORPARK RD STE H	THOUSAND OAKS	CA	91360	(805) 557-0740
00	*	NAPOLIS A	331 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 494-8465
10	*	NEWTON, ML	179 AUBURN CT	THOUSAND OAKS	CA	91362	(805) 495-7416
10	*	NIKCHEVICH JR D	179 AUBURN CT	THOUSAND OAKS	CA	91362	(805) 495-7416
00	*	RADFAR, DS	1459 E THOUSAND OAKS BLV	THOUSAND OAKS	CA	91362	(805) 497-9408
20	*	REDMOND II JW	61 LONG CT STE 200	THOUSAND OAKS	CA	91360	(805) 495-0449
00	*	ROTH DJ	2955 N MOORPARK RD	THOUSAND OAKS	CA	91360	(805) 492-2352
00	*	RUDMAN, AR	2220 LYNN RD STE 305	THOUSAND OAKS	CA	91360	(805) 497-3749
00	*	SABOLCH, P	394 LOMBARD ST	THOUSAND OAKS	CA	91360	(805) 379-5222
00	*	SAREMI, AE	1868 E THOUSAND OAKS BLV	THOUSAND OAKS	CA	91362	(805) 496-7776
00	*	SHANNON DH	1459 E THOUSAND OAKS #B	THOUSAND OAKS	CA	91362	(805) 497-9408
00	*	SIMPSON, AJ	223 E THOUSAND OAKS #209	THOUSAND OAKS	CA	91360	(805) 495-1061
40	*	SOLEIMAN, B	1760A E AVE D LOS ARBOLE	THOUSAND OAKS	CA	91362	(805) 493-5200
20	*	SOUTHERS EL	1459 E THOUSAND OAKS #B	THOUSAND OAKS	CA	91362	(805) 497-9408
00	*	SUN SK	227 W JANSS RD STE 140	THOUSAND OAKS	CA	91360	(805) 495-5990
00	*	TAYLOR, SM	509 MARIN ST STE 228	THOUSAND OAKS	CA	91360	(805) 495-9916
00	*	THORNE, MJ	1760A E AVE D LOS ARBOLE	THOUSAND OAKS	CA	91362	(805) 493-5200
00	*	TING, GK	166 NO MOORPARK RD #202	THOUSAND OAKS	CA	91360	(805) 497-8870
10	*	TOKUYAMA YR	179 AUBURN CT	THOUSAND OAKS	CA	91362	(805) 495-7416
30	*	WAN, GL	61 LONG CT	THOUSAND OAKS	CA	91360	(805) 497-3797
10	*	WEBB, DJ	307 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 497-8571
00	*	WHETSTONE CF	223 E THOUSAND OAKS #214	THOUSAND OAKS	CA	91360	(805) 496-9393
00	*	WIELER, RS	315 S MOORPARK RD	THOUSAND OAKS	CA	91361	(805) 497-8588
20	*	WILLIAMS DP	2220 NO MOORPARK RD #101	THOUSAND OAKS	CA	91360	(805) 497-1004
40	*	ZUSSMAN KD	176 AUBURN CT STE 7	THOUSAND OAKS	CA	91362	(805) 497-4922
00	*	ADDY, EC	2617 LOMA VISTA RD	VENTURA	CA	93003	(805) 643-4704
40	*	ALLEN, MT	5700 RALSTON ST STE 203	VENTURA	CA	93003	(805) 642-8506
10	*	ANDERSON PB	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
20	*	ASANO, WS	4080 LOMA VISTA RD STE L	VENTURA	CA	93003	(805) 642-2393
20	*	AUSUBEL, M	6555 TELEPHONE RD STE 8	VENTURA	CA	93003	(805) 642-2790
00	*	BABBITT, MA	2901 LOMA VISTA RD	VENTURA	CA	93003	(805) 653-1775
01	*	BARAK, AS	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
30	*	BERGER, SP	789 SO VICTORIA AVE #206	VENTURA	CA	93003	(818) 889-2061
00	*	BERRY, ST	1691 E MAIN ST	VENTURA	CA	93004	(805) 648-4748
00	*	BLACKMAN CE	5500 TELEGRAPH RD #121	VENTURA	CA	93003	(805) 650-0902
00	*	BLEUEL, OL	178 S VICTORIA AVE STE B	VENTURA	CA	93003	(805) 642-8165
10	*	BOHMAN PG	1280 S VICTORIA AVE STE	VENTURA	CA	93003	(805) 642-8672
00	*	BOWERS, CM	2284 SO VICTORIA #1-G	VENTURA	CA	93003	(805) 642-0381
00	*	BROWN, ML	3037 MARTHA DR	VENTURA	CA	93003	(805) 656-6911
00	*	BRUNNER, RD	5500 TELEGRAPH RD #101	VENTURA	CA	93003	(805) 642-9442
00	*	CALLAGHAN DH	3037 MARTHA DR	VENTURA	CA	93003	(805) 656-6911
10	*	CEDENO DA	1001 PARTRIDGE RD #210	VENTURA	CA	93003	(805) 644-9501
10	*	CEDENO, DA	26 S GARDEN ST STE I	VENTURA	CA	93001	(805) 648-1090
00	*	CHANG, DK	7730 TELEGRAPH RD STE B	VENTURA	CA	93004	(805) 647-6233
30	*	CHANNER GJ	789 SO VICTORIA AVE #206	VENTURA	CA	93003	(805) 644-5516
10	*	CLARK, WJ	26 S GARDEN ST STE I	VENTURA	CA	93001	(805) 648-1090
00	*	COOPER, GW	2772 JOHNSON DR STE 101	VENTURA	CA	93003	(805) 658-1577
00	*	CORNETT, GW	6633 TELEPHONE RD #225	VENTURA	CA	93003	(805) 642-1555
00	*	COYNER GG	178 S VICTORIA AVE STE B	VENTURA	CA	93003	(805) 642-8165
00	*	DUMAIS, MH	801 SO VICTORIA AVE #201	VENTURA	CA	93003	(805) 656-9689
00	*	EDMONSON DA	1691 E MAIN ST	VENTURA	CA	93001	(805) 648-4748
00	*	FAULSTICH RJ	3442 LOMA VISTA RD STE A	VENTURA	CA	93003	(805) 642-8086
10	*	FERGUSON WJ	2749 LOMA VISTA RD	VENTURA	CA	93003	(805) 648-2591
00	*	FISCH, BD	2807 LOMA VISTA RD #201	VENTURA	CA	93003	(805) 653-5606
10	*	GILMORE, L	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
00	*	GOLDENBERG JA	5700 RALSTON ST STE 303	VENTURA	CA	93003	(805) 642-4541
00	*	GOTELLI, AW	88 N OAK ST # 2A	VENTURA	CA	93001	(805) 643-5026
20	*	HAAR, CF	5500 TELEGRAPH RD #151	VENTURA	CA	93003	(805) 642-0253
20	*	HANNAH, PF	2807 LOMA VISTA RD #102	VENTURA	CA	93003	(805) 643-1266
00	*	HARRINGTON, MD	3400 LOMA VISTA RD #10	VENTURA	CA	93003	(805) 654-1700
00	*	HEFELFINGER DT	3400 LOMA VISTA RD STE 5	VENTURA	CA	93003	(805) 642-5196
40	*	HUNT DR	26 S GARDEN ST STE I	VENTURA	CA	93001	(805) 648-1090
40	*	HUNT, DR	1001 PARTRIDGE RD #210	VENTURA	CA	93003	(805) 644-9501
20	*	IBRAHIM, SA	1001 PARTRIDGE DR #210	VENTURA	CA	93003	(805) 644-9501
30	*	ILAPOGU, SK	789 S VICTORIA AVE STE 2	VENTURA	CA	93003	(805) 644-5516
00	*	JAHNG DD	3390 LOMA VISTA RD STE A	VENTURA	CA	93003	(805) 642-0233
00	*	JARJOUR G	6555 TELEPHONE RD STE 8	VENTURA	CA	93003	(805) 642-2790
01	*	JUE, TW	3277 TELEGRAPH RD	VENTURA	CA	93003	(805) 656-5173
01	*	KALLMAN S	2807 LOMA VISTA RD #201	VENTURA	CA	93003	(805) 653-5606
00	*	KIM SS	5700 RALSTON ST STE 306	VENTURA	CA	93003	(805) 644-5284

Spec. Code	DPO	Name	Address	City	State	Zip	Phone
10	*	KIRBY JW	26 S GARDEN ST STE I	VENTURA	CA	93001	(805) 648-1090
10	*	KIRBY JW	1001 PARTRIDGE RD #210	VENTURA	CA	93003	(805) 644-9501
01	*	KOCHIS, KA	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
00		KROLL PJ	2901 LOMA VISTA RD	VENTURA	CA	93003	(805) 643-7516
20		LAUTT, AG	1730 SO VICTORIA AVE#250	VENTURA	CA	93003	(805) 650-1080
01	*	LAWATY I	3458 LOMA VISTA RD	VENTURA	CA	93003	(805) 569-6255
00	*	LEE H	1545 MORSE AVE STE A	VENTURA	CA	93003	(805) 676-1800
00	*	LEE J	1752 SO VICTORIA AVE#200	VENTURA	CA	93003	(805) 644-0600
00	*	LEE JI	3037 MARTHA DR	VENTURA	CA	93003	(805) 656-6911
00		LEE, RJ	3442 LOMA VISTA RD STE B	VENTURA	CA	93003	(805) 658-0232
00		LEVESQUE AJ	3959 TELEGRAPH RD	VENTURA	CA	93003	(805) 658-1588
01	*	LONGWILL DG	3277 TELEGRAPH RD	VENTURA	CA	93003	(805) 656-5173
10	*	LOPEZ LJ	2859 LOMA VISTA RD STE A	VENTURA	CA	93003	(805) 648-5121
00		LOPEZ, SJ	3354 LOMA VISTA RD	VENTURA	CA	93003	(805) 656-3342
00		MACDONALD, DH	3003 LOMA VISTA RD STE G	VENTURA	CA	93003	(805) 653-1599
00		MARONIAN SS	2895 LOMA VISTA RD STE A	VENTURA	CA	93003	(805) 643-9532
00	*	MAZUREK, JG	2899 LOMA VISTA RD	VENTURA	CA	93003	(805) 643-4726
00		MCCONNELL MB	178 S VICTORIA AVE STE B	VENTURA	CA	93003	(805) 642-8165
00	*	MEIER, G	3555 LOMA VISTA RD #217	VENTURA	CA	93003	(805) 643-4184
00	*	MICHELS, AG	10883 TELEGRAPH RD	VENTURA	CA	93004	(805) 647-1322
00		MIZRAJI AG	2807 LOMA VISTA RD #201	VENTURA	CA	93003	(805) 653-5606
00		MOSER, JE	5500 TELEGRAPH RD #271	VENTURA	CA	93003	(805) 654-1211
00		NAMIKAS AG	3555 LOMA VISTA RD #210	VENTURA	CA	93003	(805) 653-1776
00		NIELSEN DB	5700 RALSTON ST STE 303	VENTURA	CA	93003	(805) 656-8884
50		NOMURA, GT	4080 LOMA VISTA RD STE N	VENTURA	CA	93003	(805) 650-3038
00	*	OVADIA, DG	2533 E MAIN ST	VENTURA	CA	93003	(805) 643-0700
00		PARIGIAN, AM	7235 TELEGRAPH RD	VENTURA	CA	93003	(805) 659-2919
00		PARRY DR	4744 TELEPHONE RD STE 4	VENTURA	CA	93003	(805) 653-0620
00	*	PATEL, MB	4080 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 642-5808
00		PEREZ, AL	2807 LOMA VISTA RD #202	VENTURA	CA	93003	(805) 653-6377
00		PETRON, JJ	10235 TELEPHONE RD STE A	VENTURA	CA	93004	(805) 647-7606
00	*	PETRUSKA, L	1903 E MAIN ST	VENTURA	CA	93001	(805) 653-0315
00	*	RADCHENKO V	5722 TELEPHONE RD STE 4	VENTURA	CA	93003	(805) 650-1270
20		SAINT, PM	789 SO VICTORIA AVE #204	VENTURA	CA	93003	(805) 656-3233
40	*	SANDERS, RR	2895 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 653-1525
00	*	SARGISSIAN, V	176 N ASHWOOD AVE	VENTURA	CA	93003	(805) 654-0880
00		SATNICK DM	6633 TELEPHONE RD #220	VENTURA	CA	93003	(805) 639-3050
00		SCHMITT, SM	3400 LOMA VISTA RD STE 8	VENTURA	CA	93003	(805) 642-6884
10	*	SCHUMAN MB	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
00	*	SCOTT, SA	3400 LOMA VISTA RD #11	VENTURA	CA	93003	(805) 644-7291
40	*	SHAPIRO, NJ	5500 TELEGRAPH RD #201	VENTURA	CA	93003	(805) 644-5619
40	*	SOLEIMAN B	1001 PATRIDGE RD #210	VENTURA	CA	93003	(805) 644-9501
40	*	SOLEIMAN B	6555 TELEPHONE RD STE 8	VENTURA	CA	93003	(805) 642-2790
00	*	SONES, D	3356 LOMA VISTA RD	VENTURA	CA	93003	(805) 642-4128
00		SORRELS, RL	7730 TELEGRAPH RD STE B	VENTURA	CA	93004	(805) 647-6233
00		SPECKMAN JA	4080 LOMA VISTA RD STE B	VENTURA	CA	93003	(805) 644-9751
00	*	STAY FP	178 S VICTORIA AVE STE A	VENTURA	CA	93003	(805) 677-5900
30		STONE, EH	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
00	*	STRATFORD-JONES JA	3585 TELEGRAPH RD STE C	VENTURA	CA	93003	(805) 676-1611
00	*	SUH, P	178 S VICTORIA AVE STE A	VENTURA	CA	93003	(805) 677-5900
40	*	TEBOUL, D	3390 LOMA VISTA RD STE C	VENTURA	CA	93003	(805) 658-0700
00	*	THORNE, MJ	26 S GARDEN ST STE I	VENTURA	CA	93001	(805) 648-1090
00	*	THORNE, MJ	1001 PARTRIDGE RD #210	VENTURA	CA	93003	(805) 644-9501
00	*	TRAN-NGUYEN RP	3362 LOMA VISTA RD	VENTURA	CA	93003	(805) 654-1961
01	*	VOGEL, JJ	3277 TELEGRAPH RD	VENTURA	CA	93003	(805) 656-5173
00	*	WALLACE, MJ	9290 TELEPHONE RD	VENTURA	CA	93004	(818) 558-4332
00		WEITZMAN, M	5500 TELEGRAPH RD #251	VENTURA	CA	93003	(805) 650-0700
00		WESTERN DENTAL SERVICES	2750 E MAIN ST	VENTURA	CA	93003	(805) 643-3556
00		WHITE MR	4532 TELEPHONE RD STE 10	VENTURA	CA	93003	(805) 477-0200
00		WHITE, MR	178 S VICTORIA AVE STE B	VENTURA	CA	93003	(805) 642-8165
00		WOLFE, GL	3462 LOMA VISTA RD	VENTURA	CA	93003	(805) 654-1174
00		YAMASHIRO R	1190 VICTORIA AVE #105	VENTURA	CA	93003	(805) 642-2169
00		YOONG, B	6633 TELEPHONE RD #225	VENTURA	CA	93003	(805) 642-1555
10	*	ZARRINKELK HM	2859 LOMA VISTA RD STE A	VENTURA	CA	93003	(805) 648-5121

RESPONSES

DELTA DENTAL

1. Provide the geographical areas that you serve and numbers or lists of dental providers. How will you provide services to retirees that reside outside your service area?

Delta Dental plans cover 45 million people across the U S , Puerto Rico and the District of Columbia In California, Delta Dental contracts with over 23,600 dentist locations for Delta Dental Premier and 12,300 dentist locations for Delta Dental PPO. Nationally, Delta Dental contracts with 152,000 dentist locations for Delta Dental Premier plans and 78,000 PPO dentist locations.

Under the Delta Dental PPO plan, there is not a limited service area and enrollees are free to visit any licensed dentist for care, regardless of location and network participation. Enrollees, including retirees and dependents, are not required to visit a PPO dentist to receive benefits; for this reason, dependents can reside anywhere and receive benefits and emergency services from the licensed dentist of their choice.

2. Provide a list of all Preferred Providers in Santa Cruz and Monterey County.

A provider directory for California's Central Coast, including Santa Cruz and Monterey County, has been provided as a separate attachment.

3. Describe the methods you employ to attract and retain Dentists as Preferred Providers. What steps are you/will you take to increase the Preferred Provider list for Santa Cruz and Monterey County.

Dentists benefit from joining Delta Dental's provider networks in the following ways:

- Participating network dentists regularly acquire new patients through Delta Dental's dentist directories,
- Enrollees are encouraged to seek dental care from a participating network provider to take advantage of the cost savings we have prenegotiated with dentists and the hassle-free administration built into the Delta Dental dentist Agreement,
- Network dentists receive weekly payment from Delta Dental and claims are paid within 9.1 days, on average,
- Professional Relations Representatives are available for office visits,
- Regularly scheduled seminars are available to participating network dentists and their office staff covering useful industry and Delta Dental related topics.

Delta Dental will recruit additional dentists as necessary Members can nominate their dentist for participation by submitting a Nominate Your Dentist for Membership prepaid post card, or by downloading a form on our website at www.deltadentalca.org.

Delta Dental maintains the size of its network by recruiting new dentists as dentists retire from practice Delta Dental also expects turnover of participating dentists (i.e., resignations and terminations) to remain low.

In 2004, Delta Dental's recruitment efforts resulted in an 8.1% net increase to its PPO network, which represents an additional 1,119 contracted PPO offices in California Delta Dental does not anticipate any significant changes in the network in 2005 or 2006

4. Provide a current client list of at least three (3) other public agencies in Northern California and the name and telephone number of a contact person who can be contacted as a reference.

- Central Contra Costa Transit Authority
Contact: Karina Cassano
Phone: (925) 676-1976

- County of Santa Cruz
Contact: LeAnn Shenkman
Phone: (831) 454-2247

- County of Alameda
Contact: Ava Lavender
(510) 891-8971

5. Include description of fees based on usual, customary and reasonable (UCR) or other allowable schedule of benefits and/or out-of-pocket costs. How often are these fees reviewed and determined? What documents do you rely on to determine fees? How often are these sources updated? What geographical area do you use to determine UCR fees (ie. regionally, or statewide)?

PPO fees represent discounted fees that are designed to be approximately 20% lower than Delta Dental Premier fees. Our Premier fees are established from an internal database of individual dentist fee submissions that are reviewed and accepted at the 80th percentile in California.

Reasonable and customary information is reviewed every six months in most states and no less often than every year in any state.

Regions are established based on areas of California that represent local dental societies and accurately reflect pricing and practice patterns among dentists as measured in peer fee reviews.

6. Describe your pre-authorization requirements, grievance resolution/appeal process, conversion policy (if any), coordination of benefits (if any), and COBRA requirements.

Pre-authorization requirements

Predetermination is not required. Delta Dental recommends that the enrollee obtain a predetermination for procedures that involve higher costs (\$300 or more). Predeterminations are estimates only.

Grievance resolution/appeal process

As a Knox-Keene health service corporation, Delta Dental complies with the requirements of the California Department of Managed Health Care (DMHC). Delta Dental also complies with the ERISA appeals process.

Upon receipt of a grievance, Delta Dental initiates the following process:

- The grievance is assigned a unique tracking number and a letter of acknowledgment is sent to the enrollee within five calendar days,
- In some instances, the treating dentist is contacted about the grievance and assists Delta Dental in reaching a satisfactory conclusion. Additional information or documents may be requested so Delta Dental can conduct a full and fair review,
- Enrollee grievances requiring clinical evaluation of x-rays, claims and enrollee comments are referred to the Professional Review Department. Consulting dentists may resolve the issue and allow for additional payment. A Notice of Payment is issued for the supplemental payment and serves as our response to the enrollee,
- If the reevaluation results in a partial payment or the denial is upheld, our Subscriber Services Department will issue a letter of explanation to the enrollee,
- Our professional relations representatives will resolve any complaints involving billing discrepancies between the enrollee and a Delta Dental dentist and will respond to the enrollee,
- If an oral examination is necessary, issues are referred to Delta Dental's Quality Review Committee or to a peer-review committee of the local dental society,
- Delta Dental provides a written statement to the enrollee regarding the disposition or status of the complaint within 30 days of receipt of the complaint for DMHC complainants, or 60 days for complaints to Department of Labor (DOL),
- If the dispute is still not resolved at this point, enrollees appeal to either the DOL or the DMHC, depending upon the type of contract,
- Delta Dental's experience has shown that litigation is rarely, if ever, necessary due to the extensive appeal procedures available to Delta Dental enrollees. Delta Dental does not require binding arbitration for any malpractice claims, and the primary enrollee is not required to sign any agreements.

Conversion policy

Delta Dental is interpreting this to relate to Life and Disability. If there are conversion questions related to dental benefits coverage, we will be happy to address.

Coordination of benefits

Delta Dental's processing policy is based on standard coordination of benefits, (COB), which is the process dental carriers follow when an enrollee is covered by more than one dental plan. Standard coordination of benefits ensures that the combined benefits will not exceed 100% of the total covered expenses between the two plans.

Coordination of benefits is one example of how Delta Dental achieves cost savings for its clients. Coordination of benefits savings are reported annually, on a company-wide basis, in Delta Dental's Cost Containment Report. In 2004, Delta Dental saved \$109 million from COB.

COBRA requirements

Delta Dental complies with all the coverage requirements listed in the Consolidated Omnibus Budget Reconciliation Act of 1989. Delta Dental pays COBRA claims but does not offer COBRA administration.

7. Provide allowable frequency of x-rays and major services replacements.

Procedure	Frequency*
X-rays	
Single periapical x-ray	n/a
Bitewing x-rays	Twice in a calendar year for children under 18, and once in a calendar year for adults.
Full mouth x-rays	Once in any 5-year period.
Major Services	
Crowns	Once in any 5-year period.
Bridges	Once in any 5-year period.
Dentures	Once in any 5-year period.

*Based on Delta Dental's standard benefit package. Time limitations may vary based on client contract stipulations.

8. Provide list of exclusions and eligible services.

ATTACHED

9. Provide explanation of how dental claims are processed. Is the Dentist paid or is the employee reimbursed? How many days does it take to process payment?

Upon receipt, each claim is scanned and assigned a document control number.

After the claim is entered into the claims processing system, the following items are automatically reviewed:

- UCR limitations
- Benefits and limitations
- Provider verification
- Enrollee/dependent eligibility verification
- Plan specifications
- EOB messages
- Claim history,
- Individual/family deductible
- Copayments
- Annual maximums
- Lifetime orthodontic maximums
- Bundling of procedures
- Secondary payor (once identified by dentist)

Network dentists and their filed fees as well as the enrollee's benefit levels are identified in the claim system. Approximately 50% of claims are processed at the point of data entry and checks and Notices of Payment are issued automatically to the Delta Dental dentist.

Claims with unresolved issues are either returned to the dental office for additional information or denied due to benefits and contractual limitations. If a dental consultant approves the claim it is forwarded for payment.

Delta Dental's standard is that 85% of claims will be processed within 15 calendar days.

10. Provide or describe the monthly billing and enrollment process and/or administrative manual. How do you update and manage dependant coverage/eligibility once dependents turn 19?

Fully insured clients receive their monthly bill by the first of the month and the premium for that bill is due on the 10th of the month.

A payment is considered late after the 10th of the month. Consistent late premium remission will result in a penalty assessment being added to the administration charge or a delinquent termination.

Delta Dental will provide an administration manual that gives detailed eligibility and billing instructions.

Delta Dental's client services teams update and maintain eligibility data in Delta Dental's system according to the submission methods of each client. Eligibility and age limitations are automatically checked by the computer when a claim is filed. Delta Dental will provide notification of coverage termination for overage dependents with the monthly billing statement

11. If the District were to change to a new dental insurance provider, provide an explanation of how existing claims will be processed in the first few months after the new contract start date. For example, if District employees or their dependents were having dental work completed after the new contract start date, what would be covered or paid by your plan. Describe your process for determining eligibility for procedures such as crowns or partials when the tooth was prepared or pulled under the previous plan.

Expenses incurred in connection with any dental procedure, with the exception of orthodontic procedures, started prior to the enrollee's eligibility with Delta Dental are the responsibility of the previous carrier. Examples of such procedures are teeth prepared for crowns or root canals in progress, and the completion of a partial or full denture for which an impression has been taken

H. PROPOSER'S QUALIFICATIONS

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

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

- A. Provide sixty (60) days written notice of proposed policy anniversary renewal rate changes (first two-year term of the contract shall remain firm fixed rates).

Agreed.

- B. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees on approved leave of absence on a new carrier's policy effective date.

Agreed.

- C. Provide for a thirty-day written notice by policyholder to cancel policy.

Agreed

- D. Provide for the effective enrollment date of coverage (to be the first day of the calendar month following qualified employment) and coverage ending date (to be the end of the calendar month following employment separation or other disqualifying reasons as determined by the District).

Agreed

EXCLUSIONS

DELTA DENTAL'S EXCLUSIONS AND LIMITATIONS

Delta Dental PPO Limitations

1. Only the first two oral examinations, including any office visits for observation and specialist consultations, or combination thereof, provided to a patient in a calendar year while he or she is an enrollee under any Delta Dental program.
2. Full mouth x-rays are covered after five years have elapsed following any prior provision of full mouth x-rays under a Delta Dental program.
3. Bitewing x-rays are covered on request by the dentist, but not more than twice in any calendar year for children to age 18, and once in any calendar year for adults age 18 and over.
4. Diagnostic casts are a benefit only when made in connection with covered orthodontic treatment.
5. Only the first two cleanings, fluoride treatments or single procedures that include cleaning, or combination thereof, provided to a patient in a calendar year while he or she is an enrollee under any Delta Dental program.
6. Sealant benefits include the application of sealants only to permanent first molars through age eight and second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface. Sealant benefits do not include the repair or replacement of a sealant on any tooth within two years of its application.
7. Direct composite (resin) restorations are benefits on anterior teeth and the facial surface of bicuspid. Any other posterior composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations.
8. Crowns, inlays, onlays and cast restorations on the same tooth will be replaced only after five years have elapsed. Subsequent replacement is limited to five years following such services under any Delta Dental program, unless Delta Dental determines that replacement is required due to poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
9. Prosthodontic appliances previously provided under any Delta Dental program, including but not limited to fixed bridges and partial or complete dentures, will be replaced only after five years unless Delta Dental determines that there is such extensive loss of remaining teeth, or change in supporting tissues, that the existing appliance cannot be made satisfactory. Replacement will be made for a prosthodontic appliance not provided under a Delta Dental program if it is unsatisfactory and cannot be made satisfactory.
10. Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. (A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.)
11. Implants (materials implanted into or on bone or soft tissue), or the removal of implants, are not benefits under this program. However, if implants are provided in association with a covered prosthetic appliance, Delta Dental will allow the cost of a standard complete or partial denture toward the cost of implant procedures and the prosthetic appliances. If Delta Dental makes an allowance toward the cost of such procedures, Delta Dental will not pay for any replacement placed within five years.

- 12 If an enrollee selects specialized techniques or a more expensive plan of treatment than is customarily provided, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the patient is responsible for the remainder of the dentist's fee (e.g., a crown where a silver filling would restore the tooth or a precision denture where a standard denture would suffice).

Delta Dental PPO Exclusions

1. Services for injuries or conditions that are compensable under Workers' Compensation or Employers' Liability Laws.
2. Services that are provided to an eligible person by any federal or state government agency or are provided without cost to the enrollee by any municipality, county or other political subdivision, except as provided in Section 1373(a) of the California Health and Safety Code.
3. Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), unless covered by a contract rider.
4. Services for restoring tooth structure lost from wear (abrasion, erosion, attrition or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
5. Prosthodontic services or any single procedure stated prior to the date the person become eligible for such services under the contract.
6. Prescribed or applied therapeutic drugs, premedication or analgesia.
7. Experimental procedures.
8. All hospital costs and any additional fees charged by a dentist for hospital treatment.
9. Charges for anesthesia, other than general anesthesia administered by a licensed dentist in connection with covered oral surgery services.
10. Extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
11. Implants (materials implanted into or on bone or soft tissue), or the repair or removal of implants, or any treatment in conjunction with implants, except as provided under limitations on prosthodontic benefits.
12. Diagnosis or treatment by any method of any condition related to temporomandibular (jaw) joint or associated musculature, nerves and other tissues, unless covered by a rider to the contract.
13. Orthodontic services (treatment of the misalignment of teeth and/or jaws), unless covered by a rider to the contract.
14. Intravenous sedation, occlusal guards and complete occlusal adjustment.
15. Replacement of existing restoration for any purpose other than active tooth decay.

METLIFE DENTAL'S COVERED SERVICES

PLAN DESIGN FEATURES – Class 1			
ALLOCATION OF SERVICES: COMPREHENSIVE PLAN (Modified) (Subject to Exclusions and Limitations.)			
TYPE A PREVENTIVE SERVICES	TYPE B BASIC SERVICES	TYPE C MAJOR SERVICES	TYPE D ORTHODONTICS
<ul style="list-style-type: none"> • Oral Exam • Full Mouth X-Rays • Periapical X-rays and other X-rays • Bitewing X-Rays • Bacteriological studies for determination of pathological agents • Genetic test for susceptibility to oral disease • Caries susceptibility tests • Pulp vitality tests • Diagnostic casts • Prophylaxis/Cleaning • Fluoride Treatments • Sealants • Space Maintainers 	<ul style="list-style-type: none"> • Fillings • Pulp capping • Therapeutic Pulpotomy • Pulpal therapy • Root canal treatment • Apexification/ recalcification • Periodontics • Scaling & Root Planing • Periodontal Surgery • Periodontal Maintenance • Relines/Rebases • Repairs • Extractions • Oral Surgery • Emergency Palliative Treatment • General Anesthesia • Consultations • Injections of Antibiotic Drugs 	<ul style="list-style-type: none"> • Inlays/Onlays • Crowns • Prefabricated Stainless Steel and Resin Crowns • Dentures • Bridges 	<ul style="list-style-type: none"> • Orthodontic Diagnostics • Orthodontic Treatment

LIMITATIONS / PROVISIONS ON DENTAL SERVICES– Class 1
<p>Type A (Preventive Services)</p> <ul style="list-style-type: none"> • Oral exams but not more than once every 6 months • Full mouth X-rays but not more than once every 60 months. • Bitewing X-rays but not more than once every 6 months for Dependent children under 19 years of age; and once every 12 months for all other Covered Persons • Scaling and polishing of teeth (oral prophylaxis) but not more than once every 6 months. • Topical fluoride treatment for a Dependent child under 14 years of age but not more than once every 12 months • Sealants which are applied to non-restored, non-decayed, first and second permanent molars only, for Dependents up to 14 years of age once per tooth per lifetime • Space Maintainers for a Dependent under 19 years of age.
<p>Type B (Basic Services)</p> <ul style="list-style-type: none"> • Endodontics <ul style="list-style-type: none"> - Root canal treatment not more often than once every 24 months for the same tooth • Periodontics <ul style="list-style-type: none"> - Periodontal scaling and root planing but not more than once per quadrant or area every 24 months - Periodontal surgery, including gingivectomy or gingivoplasty, osseous surgery, bone replacement graft, and guided tissue regeneration once per quadrant or area every 36 months • Periodontal maintenance but limited to 4 times in a year less the number of teeth cleanings received during such year. • Relining and Rebasing of existing removable dentures but not more than once in 36 months. • Administration of general anesthesia, when dentally necessary as determined by Metropolitan in terms of generally accepted dental standards in connection with oral surgery, extractions, or other covered dental services. • Consultations, not more than 2 in any 12 months.
<p>Type C (Major Services)</p> <ul style="list-style-type: none"> • Initial installation of Cast Restorations <ul style="list-style-type: none"> - Cast Restoration means an inlay, onlay, or crown - Replacement of any Cast Restoration with the same or a different type of Cast Restoration but not more than one replacement for the same tooth within 60 months. - Core buildup, labial veneers and post and cores, but not more than one of each service for a tooth in a period of 60 months.

- Prefabricated stainless steel crowns or prefabricated resin crowns, in either case, only for primary teeth but not more than once in any 60 month period.
- Those services needed to replace one or more natural teeth which are lost while Dental Expense Benefits for the Covered Person are in effect for:
 - installation of fixed bridgework done for the first time.
 - Installation for the first time of a partial removable denture; or a full removable denture.
- Replacing an existing removable denture or fixed bridgework if:
 - it is needed because of the loss of one or more natural teeth after the existing denture or bridgework was installed and the denture or bridgework cannot be made serviceable; or
 - it is needed because the existing denture or bridgework can no longer be used and was installed more than 10 years prior to its replacement.
- Replacing an existing immediate temporary full denture by a new permanent full denture when:
 - the existing denture cannot be made permanent; and
 - the permanent denture is installed with 12 months after the existing denture was installed
- Adding teeth to an existing partial removable denture or to bridgework when needed to replace one or more natural teeth removed after the existing denture or bridgework was installed.

Type D (Orthodontic Services)

- Benefit for initial preparation, work up & installation of Orthodontic appliance is 20% of the total covered expense.
- All dental procedures performed in connection with Orthodontic treatment are payable as Orthodontia
- Payments are on a repetitive basis (monthly installments)
- Benefits end at cancellation.

Late Entrant

Employees who do not elect coverage during their 31-day application period may still elect coverage later. Dental coverage would be subject to the following waiting periods.

- 6 months on Basic Restorative (Fillings)
- 12 months on all other Basic Services
- 24 months on Major Services
- 24 months on Orthodontic Services (if applicable)

NETWORK

SANTA CRUZ METRO

Managed Care Accessibility Analysis

October 04, 2005

A report on the accessibility of the

METLIFE PREFERRED DENTAL PROVIDERS

for the employees of

SANTA CRUZ METRO

Table of Contents

Summary of General and Family Dentist - With Access	1
Summary of General and Family Dentist - Without Access	2
2 General and Family Dentist within 10 Miles	3
Summary of Other Specialist - With Access	4
Summary of Other Specialist - Without Access	5
2 Other Specialist within 10 Miles	6

Summary of General and Family Dentist - With Access

Accessibility analysis specifications	
Provider group:	General and Family Dentist 54,530 providers at 54,313 locations (based on 54,530 records)
Employee group:	All Employees 1 employee
Access standard:	2 Providers within 10 Miles
Employees with desired access:	1 (100.0%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	8.0	9.4	11.5	11.6	13.5

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
SANTA CRUZ, CA	1	1	100	9.4

Summary of General and Family Dentist - Without Access

Accessibility analysis specifications	
Provider group:	General and Family Dentist 54,530 providers at 54,313 locations (based on 54,530 records)
Employee group:	All Employees 1 employee
Access standard:	2 Providers within 10 Miles
Employees without desired access:	0 (0.0%)

Average distance to a choice of providers for employees without desired access					
Number of providers	1	2	3	4	5
Miles	-	-	-	-	-

Key geographic areas				
City	Total number of employees	Employees without desired access		
		Number	Percent	Average distance to 2 providers

Summary of Other Specialist - With Access

Accessibility analysis specifications	
Provider group:	Other Specialist including Orthodontist 17,869 providers at 17,776 locations (based on 17,869 records)
Employee group:	All Employees 1 employee
Access standard:	2 Providers within 10 Miles
Employees with desired access:	1 (100.0%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	0.0	9.4	16.0	16.9	17.1

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
SANTA CRUZ, CA	1	1	100	9.4

Summary of Other Specialist - Without Access

Accessibility analysis specifications	
Provider group:	Other Specialist including Orthodontist 17,869 providers at 17,776 locations (based on 17,869 records)
Employee group:	All Employees 1 employee
Access standard:	2 Providers within 10 Miles
Employees without desired access:	0 (0.0%)

Average distance to a choice of providers for employees without desired access					
Number of providers	1	2	3	4	5
Miles	-	-	-	-	-

Key geographic areas				
City	Total number of employees	Employees without desired access		
		Number	Percent	Average distance to 2 providers

2 Other Specialist within 10 Miles

All Employees								
County/City	ZIP Code	Total number of employees	Total number of providers	Providers/employees ratio	All employees			
					Pct		Average distance to providers	
					w	wo	1	2
SANTA CRUZ - CA SANTA CRUZ	95060	1	4	4.000	100	0	0.0	9.4
TOTALS		1	4	4.000	100	0	0.0	9.4

Access standard: 2 Providers within 10 Miles
 Provider group: Other Specialist including Orthodontist

6/20/2008 11:58 AM

RESPONSES

METLIFE DENTAL

1. Provide the geographical areas that you serve and numbers or lists of dental providers. How will you provide services to retirees that reside outside your service area?

ATTACHED

2. Provide a list of all Preferred Providers in Santa Cruz and Monterey County.

ATTACHED

3. Describe the methods you employ to attract and retain Dentists as Preferred Providers. What steps are you/will you take to increase the Preferred Provider list for Santa Cruz and Monterey County.

MetLife has a team dedicated to screening and recruiting dentists to participate in the MetLife Dental network. Each week MetLife adds as many as 8 to 12 dentists on a Statewide Basis

4. Provide a current client list of at least three (3) other public agencies in Northern California and the name and telephone number of a contact person who can be contacted as a reference.

Will advise as soon as possible

5. Include description of fees based on usual, customary and reasonable (UCR) or other allowable schedule of benefits and/or out-of-pocket costs. How often are these fees reviewed and determined? What documents do you rely on to determine fees? How often are these sources updated? What geographical area do you use to determine UCR fees (ie. regionally, or statewide)?

The fees are reviewed and determined 2x per year. The documents we rely on in determining these fees are our claims data, all services. The sources are updated monthly. Fee's are determined by ZIP code.

6. Describe your pre-authorization requirements, grievance resolution/appeal process, conversion policy (if any), coordination of benefits (if any), and COBRA requirements.

Pre-authorization requirements

Pre-Authorization requirements are accepted by MetLife as long as it is within 12 months. This limitation is intended to keep pre-treatment estimates up to date with changing dental treatments

Grievance resolution/appeal process

ATTACHED

Conversion policy

Coordination of benefits is a method of integration when you, your spouse and/or dependents are covered under more than one benefit plan. Benefits are adjusted so as to limit the combined payment to 100% of the total allowable expense.

Coordination of benefits

Coordination of benefits is a method of integration when you, your spouse and/or dependents are covered under more than one benefit plan. Benefits are adjusted so as to limit the combined payment to 100% of the total allowable expense.

COBRA requirements

There are no real requirements that we have for this as it will be coordinated between our home office and the COBRA administrator, may that be the group or a third party TPA.

7. Provide allowable frequency of x-rays and major services replacements.

Allowable frequency of bitewing X-rays is one (1) set per 12 months for adults and one (1) set per 6 months for children. Bitewing X-rays are paid under the Preventative category of benefits.

8. Provide list of exclusions and eligible services.

ATTACHED

9. Provide explanation of how dental claims are processed. Is the Dentist paid or is the employee reimbursed? How many days does it take to process payment?

The Dentist determines the reimbursement process. If the Dentist requires payment in full from the employee, MetLife Dental will reimburse the employee. If the Dentist's normal practice is to give the employee the option of paying the coinsurance share.

10. Provide or describe the monthly billing and enrollment process and/or administrative manual. How do you update and manage dependant coverage/eligibility once dependents turn 19?

A CD-rom of MetLife Dental's Administrative Manual is attached. MetLife's administration is very easy to use. SCMTD will have the option of receiving a list bill from MetLife or administering the eligibility and billing through self-administration.

11. If the District were to change to a new dental insurance provider, provide an explanation of how existing claims will be processed in the first few months after the new contract start date. For example, if District employees or their dependents were having dental work completed after the new contract start date, what would be covered or paid by your plan. Describe your process for determining eligibility for procedures such as crowns or partials when the tooth was prepared or pulled under the previous plan.

With an effective date of January 1, issues with maximums and deductibles are eliminated. For members in the process of dental work, MetLife will take over the remaining portion of services not completed, and reimbursement will be based on the coinsurance.

H. PROPOSER'S QUALIFICATIONS

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

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

- A. Provide sixty (60) days written notice of proposed policy anniversary renewal rate changes (first two-year term of the contract shall remain firm fixed rates).

Agreed

- B. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees on approved leave of absence on a new carrier's policy effective date.

Agreed

- C. Provide for a thirty-day written notice by policyholder to cancel policy.

Agreed

- D. Provide for the effective enrollment date of coverage (to be the first day of the calendar month following qualified employment) and coverage ending date (to be the end of the calendar month following employment separation or other disqualifying reasons as determined by the District).

Agreed

EXCLUSIONS

METLIFE DENTAL'S EXCLUSIONS AND LIMITATIONS

EXCLUSIONS ON DENTAL SERVICES - Class 1

- Services or supplies received by a Covered Person before the Dental Expense Benefits start for that person
- Services not performed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
 - Scaling and polishing of teeth; or
 - Fluoride treatments
- Cosmetic surgery or supplies. However, any such surgery or supply will be covered if:
 - otherwise is a Covered Dental Expense; and
 - is required for reconstructive surgery which is incidental to or follows surgery which results from a trauma an infection or other disease of the involved part; or
 - is required for reconstructive surgery because of a congenital disease or anomaly of a dependent child which has resulted in a functional defect.
- Replacement of a lost, missing or stolen crown bridge or denture
- Services or supplies which are covered by any workers' compensation laws or occupational disease laws.
- Services or supplies which are covered by any employers' liability laws.
- Services or supplies which any employer is required by law to furnish in whole or in part.
- Services or supplies received through a medical department or similar facility which is maintained by the Covered Person's Employer
- Services or supplies received by a Covered Person for which no charge would have been made in the absence of Dental Expense Benefits for that Covered Person.
- Services or supplies for which a Covered Person is not required to pay.
- Services or supplies which are deemed experimental in terms of generally accepted dental standards
- Services or supplies received as a result of dental disease, defect or injury due to an act of war, or a warlike act in time of peace, which occurs while the Dental Expense Benefits for the Covered Person are in effect.
- Adjustment of a denture or a bridgework which is made within 6 months after installation by the same Dentist who installed it.
- Any duplicate appliance or prosthetic device.
- Use of material or home health aids to prevent decay, such as toothpaste or fluoride gels, other than the topical application of fluoride.
- Instruction for oral care such as hygiene or diet
- Periodontal splinting.
- Temporary or provisional restorations.
- Temporary or provisional appliances.
- Services or supplies to the extent that benefits are otherwise provided under This Plan or under any other plan which the Employer (or an affiliate) contributes to or sponsors
- Fixed and removable appliances for correction of harmful habits
- Appliances or treatment for bruxism (grinding teeth) including but not limited to occlusal guards and night guards.
- Implantology.
- Initial installation of a denture or bridgework to replace one or more natural teeth lost before the Dental Expense Benefits started for the Covered Person or as a replacement for congenitally missing natural teeth
- Charges for broken appointments.
- Charges by the Dentist for completing dental forms.
- Sterilization supplies.
- Services or supplies furnished by a family member.
- Treatment of Temporomandibular Joint Disorders. This exclusion does not apply to residents of Minnesota.
- Repair or a replacement of an orthodontic appliance.

PRINCIPAL DENTAL'S COVERED SERVICES

Dental PPO Benefit Design					
THE PRINCIPAL PLAN DENTAL® (Unscheduled Plan)					
	Calendar-year Deductible		Coinsurance (policy pays/insured pays)		Maximum Benefit
	PPO	Non-PPO	PPO	Non-PPO	PPO and Non-PPO
Unit 1 - Preventive Procedures	\$0	\$0	100/0%	100/0%	\$1,700 per calendar year
Unit 2 - Basic Procedures	\$0	\$0	85/15%	85/15%	
Unit 3 - Major Procedures	\$0	\$0	60/40%	60/40%	
Unit 4 - Orthodontia Procedures	\$0	\$0	60/40%	60/40%	\$3,000 per lifetime
• Child					

- Combined deductibles apply for Units 2 and 3 in-network and Units 2 and 3 out-of-network.
- The calendar year maximums for Units 1, 2, and 3 are combined
- We process claims using prevailing fees at the 90th percentile
- Note: An Annual Enrollment Period was elected and available subject to plan guidelines

Participation: 100% employee participation assumed.

SCHEDULE OF DENTAL PROCEDURES

Unit 1 – Preventive procedures.

- Routine exams and cleaning (prophylaxis) – two per 12 months
- X-rays: Full mouth survey (one every 60 months) / Bitewing (one set every 12 months)
- Fluoride treatment – each 12 months (covered only for dependent children under age 14)

Unit 2 – Basic procedures.

- Fillings and stainless steel crowns
- Emergency exams – subject to Routine exam frequency limit
- Sealants – on first and second permanent molars for dependent children under age 14 each 36 months
- Space maintainers (covered only for dependent children under age 14; repairs not covered)
- Periodontal prophylaxis – if three months have lapsed after active surgical periodontal treatment Subject to Routine cleaning frequency limit

Unit 3 – Major procedures.

- Simple Oral Surgery
- Endodontics (Root canal therapy)
- Complex Oral Surgical Procedures
- General Anesthesia
- Non-surgical Periodontics, including scaling and root planing – once each quadrant each 24 months
- Periodontal Surgical Procedures – one each quadrant each 36 months
- Crowns – each 120 months per tooth if tooth cannot be restored by a filling
- Inlays and onlays – each 120 months per tooth if tooth cannot be restored by a filling
- Bridges, which includes: Initial placement / Replacement of bridges over 120 months old
- Dentures, which includes: Initial placement of complete or partial dentures / Replacement of complete or partial dentures over 60 months old
- Other coverages include: recementing, repairs, relines, rebasing, tissue conditioning and adjustment to bridges/dentures, within policy limitations

Unit 4 – Orthodontic procedures.

- Orthodontic procedures, including x-rays and other diagnostic procedures, fixed and removable appliances
- The Unit 4 maximum is a lifetime maximum

Dental PPO Benefit Design - Retired Employees Network #4603					
THE PRINCIPAL PLAN DENTAL® (Unscheduled Plan)					
	Calendar-year Deductible		Coinsurance (policy pays/insured pays)		Maximum Benefit
	PPO	Non-PPO	PPO	Non-PPO	PPO and Non-PPO
Unit 1 - Preventive Procedures	\$0	\$0	100/0%	100/0%	\$1,700 per calendar year
Unit 2 - Basic Procedures	\$0	\$0	85/15%	85/15%	
Unit 3 - Major Procedures	\$0	\$0	60/40%	60/40%	
Unit 4 - Orthodontia Procedures	\$0	\$0	60/40%	60/40%	\$3,000 per lifetime
• Child					

- Combined deductibles apply for Units 2 and 3 in-network and Units 2 and 3 out-of-network.
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- We process claims using prevailing fees at the 90th percentile.
- Note: An Annual Enrollment Period was elected and available subject to plan guidelines

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- Other coverages include: recementing, repairs, relines, rebasing, tissue conditioning and adjustment to bridges/dentures, within policy limitations

Unit 4 – Orthodontic procedures.

- Orthodontic procedures, including x-rays and other diagnostic procedures, fixed and removable appliances
- The Unit 4 maximum is a lifetime maximum

VSP ACCESS PROGRAM

For groups with Dental coverage, Principal Life provides a vision discount plan through Vision Service Plan (VSP) The vision program offers employees and their dependents discounts on eye exams, prescription glasses and contact lenses when provided by VSP doctors This discount is not insurance.

EPIC XYLITOL DENTAL SYSTEM

With dental insurance from Principal Life you have access to discounts on Epic Xylitol dental products – including toothpaste, oral rinse, mints and gums. Xylitol is a natural sweetener that is very effective in preventing tooth decay. Providing discounts to Xylitol is one way Principal Life can provide dental solutions beyond dental insurance. The Epic Xylitol product discount program is not a part of the Principal Life dental insurance contract. This discount program can be changed or discontinued at any time.

NETWORK

County Dentist count detail information

County detail		
County	Total number of Dentists	
	Grp. 1	Grp. 2
MONTEREY - CA	55	27
SANTA CRUZ - CA	32	15
TOTALS	87	42

Grubbs

Dentist group: 1 - General/Family Providers
 2 - Specialists

RESPONSES

PRINCIPAL DENTAL

1. Provide the geographical areas that you serve and numbers or lists of dental providers. How will you provide services to retirees that reside outside your service area?

We are a nationwide dental provider. A list of dental providers in your area is available upon request. Retirees who reside outside our service area will need to use out-of-network dentists.

2. Provide a list of all Preferred Providers in Santa Cruz and Monterey County.

ATTACHED

3. Describe the methods you employ to attract and retain Dentists as Preferred Providers. What steps are you/will you take to increase the Preferred Provider list for Santa Cruz and Monterey County.

Annually, we do a mailing to all providers that are not currently in our network to invite them to join us. We have 2 Network Specialists in CA whose responsibility it is to help build and maintain our networks there. In addition, we encourage patients to notify us if their dentist is not in our network. We will make contact with each provider that is referred to us by patients. Lastly, we are very willing to contact frequently used providers for a particular group to invite them to join our network.

4. Provide a current client list of at least three (3) other public agencies in Northern California and the name and telephone number of a contact person who can be contacted as a reference.

Will send information as soon as possible.

5. Include description of fees based on usual, customary and reasonable (UCR) or other allowable schedule of benefits and/or out-of-pocket costs. How often are these fees reviewed and determined? What documents do you rely on to determine fees? How often are these sources updated? What geographical area do you use to determine UCR fees (ie. regionally, or statewide)?

Zip Code 95060			
ADA code and nomenclature	80th	90th	Network
D0120/periodic oral exam	\$ 50	\$55	\$34
D1110/prophylaxis - adult	\$ 90	\$95	\$61
D0274/bitewings - four films	\$ 65	\$70	\$41
D0330/Panorex	\$ 105	\$115	\$61
D2150/amalgam - two surface, primary or permanent	\$ 170	\$196	\$89
D7140/extraction, erupted tooth or exposed root	\$ 158	\$175	\$79
D7240/removal of impacted tooth - completely bony	\$ 450	\$510	\$237

D4260/osseous surgery per quadrant	\$ 1,400	\$1,598	\$671
D3330/molar root canal	\$ 990	\$1,017	\$614
D2750/crown - porcelain fused to high noble metal	\$ 928	\$975	\$626

Notice of Confidentiality:

The information included and /or attached in this submission contains confidential or privileged information. Any unauthorized disclosure, reproduction or distribution of the information is prohibited.

The information provided is **not a guarantee of payment**. Benefits are subject to all plan provisions and eligibility at the time of service.

This information is updated in spring and fall each year. The prevailing charge is based on the geographical area (zips) that the services are provided. We use a vendor (Ingenix) to assist us with prevailing charges.

6. Describe your pre-authorization requirements, grievance resolution/appeal process, conversion policy (if any), coordination of benefits (if any), and COBRA requirements.

Pre-authorization requirements

When charges for a Period of Dental Treatment (other than Emergency Treatment) exceed \$300, a Dental Treatment may be filed with the Principal before treatment begins. Upon receipt, The Principal will provide a Written response indicating the benefits that may be payable for the proposed treatment.

The filing of a Dental Treatment Plan is intended to help avoid any misunderstanding between the Dentist, the insured, and The Principal as to how much will be paid for dental work. A Dental Treatment Plan is not a guarantee of what The Principal will pay. It informs the insured person and the Dentist, in advance, what The Principal will pay for a covered dental service named in the Dental Treatment Plan. If The Principal does not agree with a Dental Treatment Plan, The Principal has the right to base payments on treatment suited to the covered person's condition by accepted standards of dental practice.

Grievance resolution/appeal process

The Employee Retirement Income Security Act (ERISA) permits up to 30 calendar days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a written explanation prior to the expiration of the 30 calendar days. The claimant is then allowed up to 45 calendar days to provide all additional information requested. The Principal will render a decision within 15 calendar days of either receiving the necessary information or upon the expiration of 45 calendar days if no additional information is received.

In actual practice, benefits under the Group Policy may be payable sooner, provided The Principal receives complete and proper proof of loss. If a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to The Principal within 180 calendar days of receipt of the notice of denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in writing of the appeal decision within 60 calendar days of receiving the appeal request. The first level of appeal review must be completed before filing a civil action or pursuing any other legal remedies.

After exhaustion of the formal appeal process, a claimant may request a voluntary appeal. The appeal must be requested in writing. The claimant may submit written comments, documents, records, and other information relating to the claim for benefits. The Principal will make a determination within 60 calendar days of request for a voluntary appeal. However, if the appeal cannot be processed due to incomplete information, The Principal will send a written explanation of the additional information that is required or an authorization for the claimant's signature so information can be obtained from the provider. This information must be sent to The Principal within 45 calendar days of the date of the written request for the information or as required by state law. Failure to comply with the request for additional information could result in declination of the appeal. A determination will be made and notification of the outcome will be provided within 60 calendar days of the receipt of all necessary information to properly review the appeal request or as required by state law.

Conversion policy

N/A

Coordination of benefits

A dental care service or expense, including Deductibles, coinsurance, and Copayments, if any, that is covered at least in part by any of the Plans covering the person for whom benefits are claimed. When a Plan provides benefits in the form of services (for example a DHMO), the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense or service that is not covered by any of the plans is not an allowable expense. The following are examples of expenses or services that are not allowable expenses:

- (1) If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees, any amount in excess of the highest of the usual and customary fees for a specific benefit is not an Allowable Expense.
- (2) If a person is covered by two or more Plans that provide benefits or services on the basis of a negotiated fee, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (3) If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangements will be the Allowable Expense for all Plans.
- (4) The amount a benefit is reduced by the Primary Plan because a covered person does not comply with the Plan provisions. Example of this provision is preferred provider arrangements.

COBRA requirements

A Member qualifies for state-required continuation beyond the COBRA or Cal-COBRA continuation period if, prior to January 1, 2005:

- the COBRA or Cal-COBRA Qualifying Event was the Member's termination of employment; and
- on the date employment terminated, the Member had worked for the employer for at least 5 years and was 60 years of age or older; and
- the member was entitled to COBRA or Cal-COBRA and elected to continue benefits under COBRA or Cal-COBRA; and
- the maximum continuation period under COBRA or Cal-COBRA has been exhausted

A Member's covered spouse has a separate right to elect continuation, provided the Member qualifies as stated above and the spouse was covered as a Dependent under the Member's COBRA or Cal-COBRA coverage.

Period of Continuation

For a Member or spouse who qualifies as described above, continuation will begin on the date following the end of the maximum COBRA or Cal-COBRA continuation period, and will end on the earliest of:

- the date the individual reaches age 65; or
- for the spouse, the date five years after the date COBRA or
 - o Cal-COBRA was scheduled to end; or
 - o The end of the period for which premium is paid, if payment of a required premium is not made within the Grace Period; or
 - o The date the individual is covered under any other dental plan, regardless of whether that coverage is less valuable; or
 - o The date the individual becomes entitled to Medicare; or
 - o The date this Group Policy terminates.

7. Provide allowable frequency of x-rays and major services replacements.

ATTACHED

8. Provide list of exclusions and eligible services.

ATTACHED

9. Provide explanation of how dental claims are processed. Is the Dentist paid or is the employee reimbursed? How many days does it take to process payment?

PPO Dentists are paid directly All Non PPO Dentists dictate to us how claims are paid

10. Provide or describe the monthly billing and enrollment process and/or administrative manual. How do you update and manage dependant coverage/eligibility once dependents turn 19?

For clients who have not elected e-service, we process enrollments that are received in Administration through the 13th of each month for them to bill on the 17th of the month (we bill on the 17th of each month for the following month; in other words we bill for the month ahead). If they have elected e-service, then we process non-adjudicated enrollments/changes that are entered up to the 15th of the month because our processors must complete within 24hours

Dependents: We don't update any dependents after age 19 but we would update at the maximum age 25 because our system is only programmed for the maximum age.

- | |
|--|
| <p>11. If the District were to change to a new dental insurance provider, provide an explanation of how existing claims will be processed in the first few months after the new contract start date. For example, if District employees or their dependents were having dental work completed after the new contract start date, what would be covered or paid by your plan. Describe your process for determining eligibility for procedures such as crowns or partials when the tooth was prepared or pulled under the previous plan.</p> |
|--|

Each type of claim could be handled differently Each claim will be evaluated individually for coverage.

H. PROPOSER'S QUALIFICATIONS

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

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

- A. Provide sixty (60) days written notice of proposed policy anniversary renewal rate changes (first two-year term of the contract shall remain firm fixed rates).

Agreed.

- B. No currently covered employee/retiree will lose coverage as a result of a change in insurance carriers including covered employees on approved leave of absence on a new carrier's policy effective date.

Agreed

- C. Provide for a thirty-day written notice by policyholder to cancel policy.

Agreed

- D. Provide for the effective enrollment date of coverage (to be the first day of the calendar month following qualified employment) and coverage ending date (to be the end of the calendar month following employment separation or other disqualifying reasons as determined by the District).

Agreed.

EXCLUSIONS

PRINCIPAL DENTAL'S EXCLUSIONS AND LIMITATIONS

Covered Charges will not include and no benefits will be paid for:

- a. Treatment or Service that is not for Necessary Dental Care; or
- b. the services of any person who is not a Dentist or Dental Hygienist; or
- c. any part of a charge for Treatment or Service that exceeds Prevailing Charges; or
- d. the services of any person who is in the Member's or Dependent's Immediate Family;
or
- e. implants; or
- f. Treatment or Service that does not meet professionally recognized standards of quality;
or
- g. veneers, personalization of dentures or crowns and any other Treatment or Service that is primarily cosmetic; or
- h. drugs, medicines, or therapeutic drug injections; or
- i. instructions for plaque control, oral hygiene, or diet; or
- j. bite registration or occlusal analysis; or
- k. Treatment or Service to alter or maintain vertical dimension or restore or maintain occlusion; or
- l. Treatment or Service for the purpose of duplicating a prosthetic device or replacing any such device that is lost or stolen; or
- m. Treatment or Service for the purpose of duplicating an appliance or replacing any such appliance that is lost or stolen; or
- n. Orthodontic Treatment or Service; if the appliance or bands were placed prior to being insured under this Group Policy, unless the Dependent Child is currently in a treatment plan which was covered under prior group orthodontic coverage, and there has been no Lapse in Coverage; or

- o. Treatment or Service for provisional or permanent splinting; or
- p. Treatment or Service for which the Member or Dependent has no financial liability or that would be provided at no charge or at a different charge in the absence of insurance; or
- q. Treatment or Service that is temporary; or
- r. Treatment or Service that is paid for or furnished by the United States Government or one of its agencies (except as required under Medicaid provisions or Federal law); or
- s. Treatment or Service that results from:
 - (1) an injury arising out of or in the course of any employment for wage or profit if the Member or Dependent is eligible to be covered under a Workers' Compensation Act or other similar law; except this limitation will not apply to: partners, proprietors, or corporate officers of the Policyholder who are not covered by a Workers' Compensation Act or other similar law; or
 - (2) a sickness covered by a Workers' Compensation Act or other similar law; or
- t. Treatment or Service that results from war or act of war; or
- u. Treatment or Service that results from commission of or attempted commission of a felony or voluntary participation in an illegal occupation; or
- v. Treatment or Service provided outside the United States, unless the Member or Dependent are outside the United States for one of the following reasons:
 - (1) travel, provided the travel is for a reason other than securing dental care diagnosis or treatment, and travel is for a period of six months or less; or
 - (2) a business assignment, provided the Member or Dependent are temporarily outside the United States for a period of six months or less; or
 - (3) Full-Time Student status, provided the student is either:
 - enrolled and attending an accredited school in a foreign country; or
 - is participating in an academic program in a foreign country, for which the institution of higher learning at which the student is enrolled in the U.S. grants academic credit; or
 - (4) Mormon missionary work of a Dependent Child, and such missionary work is for a period of two years or less; or
- w. Treatment or Service replacing tooth structure lost from abrasion, attrition, erosion, or abfraction; or

- x. Treatment or Service which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years; or
- y. Treatment or Service for which benefits are payable under any group medical expense coverage; or
- z. Treatment or Service that is paid for by a Medicare Supplement Insurance Plan; or
- aa. Treatment or Service for temporomandibular joint disorders

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

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is

**RESOLUTION OF POSTHUMOUS HONOR
TO ROSA L. PARKS FOR HER ACTIONS, LEADERSHIP, AND INSPIRATION IN
STRIVING TO OBTAIN DIGNITY AND EQUALITY FOR ALL PEOPLE, AND
DECLARING DECEMBER 1, 2005
"ROSA PARKS DAY"**

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

WHEREAS, the Santa Cruz Metropolitan Transit District has benefited from the leadership of individuals who have provided leadership in improving public transit; and

WHEREAS, on December 1, 1955, in Montgomery, Alabama, Rosa L. Parks refused to relinquish her seat and comply with the "Jim Crow" laws of segregation that had been in place on public transit systems; and

WHEREAS, the actions of Rosa L. Parks and the response of the City of Montgomery resulted in the initiation of a bus boycott that lasted 382 days; and

WHEREAS, the Montgomery Bus Boycott and the ensuing Civil Rights Movement served to highlight to the entire nation the demeaning effect of the segregation laws enacted in many states at the time; and

WHEREAS, the actions of Rosa L. Parks and the people who participated in the Montgomery Bus Boycott resulted in the repeal of the laws requiring segregation on public buses; and

WHEREAS, the action taken by Rosa L. Parks on December 1, 1955 served as a catalyst for the actions that would be taken in the Civil Rights movement for many years to follow that would remove many of the barriers that had prevented people of color from achieving equality; and

WHEREAS, the efforts to achieve equality and freedom that were inspired by Rosa L. Parks continue today and are strengthened and reinforced by our memory of her; and

WHEREAS, Rosa L. Parks passed away on October 24, 2005; and

7.1

WHEREAS, December 1, 2005 marks the fiftieth anniversary of her courageous act.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby honor posthumously Rosa L. Parks for her efforts in the advancement of public transportation, freedom, equality, and respect throughout the United States and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County by declaring December 1, 2005 to be "Rosa L. Parks Day" and by hosting activities appropriate to recognize the life and achievements of this extraordinary person .

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the Rosa and Raymond Parks Institute for Self Development, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of November 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____
MICHAEL W. KEOGH
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.2



U.S. Department
of Transportation
**Federal Transit
Administration**

Attachment **A**

400 Seventh St., S.W.
Washington, D.C. 20590

NOV 8 2005

Leslie R. White
General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: [REDACTED]

Dear Mr. White:

The FTA Office of Civil Rights is responsible for civil rights compliance and monitoring, which includes ensuring that providers of public transportation properly implement the ADA, the DOT ADA regulations, and Section 504 of the Rehabilitation Act of 1973.

Recently, an issue regarding the use of Santa Cruz Metropolitan Transit District public transit by [REDACTED] has been brought to my attention. Writing on behalf of [REDACTED] is the Protection and Advocacy, Inc. I contacted the Protection and Advocacy, Inc., on behalf of [REDACTED] and spoken with your general counsel regarding this matter.

As I understand the situation, [REDACTED] has multiple disabilities that prevent her from riding safely in a paratransit van unless she is in a sideways-facing position, and require her to travel in a minivan instead of a larger vehicle.

For several years the previous transportation company, Life Line, allowed [REDACTED] to ride in a minivan with sideways securement so that she could utilize its paratransit services. When Santa Cruz Metropolitan Transportation District (Metro) took over operation of the county's paratransit services in 2004, however, Metro notified [REDACTED] that it would no longer provide these modifications.

Santa Cruz Metropolitan District in a letter dated August 26, 2005, from the Board Chair after reviewing [REDACTED] request declined to permit the above request. The arguments relied upon included:

- The United States Architectural and Transportation Barriers Board (Access Board) has opined that side-facing securement is unsafe citing 23 CFR Part 1192, section 1192.23.
- The National Highway Traffic Safety Administration (NHTSA) Addressed this with regards to safety for school children at Federal Motor Vehicle Safety Standard (FMVSS).

11-a.1

- The Department of Education's NIDRR is funding ongoing research by the University of Michigan and the University of Pittsburgh research to address the safe transportation persons in wheelchairs who have made preliminary findings, in part, that when side-facing "occupants are least-safe orientation for enduring a frontal crash".
- The FTA Office of Civil Rights in complaint #96178 advised that no test data supported side facing securement as being safe, and requested that the transit agency involved stop side-facing securement.
- Some States have barred sidefacing and other states have administratively prohibited it.

In addition, your general counsel has expressed that the manufacturer advises that side-facing is not a safe way to transport [REDACTED].

It is my understanding that as to the issue of the mini-van, Santa Cruz has advised they are willing to try to provide to the best of their ability a minivan whenever possible. As such, I will address the issue of side-facing. In doing so I rely on an e-mail previously sent to by Robert C. Ashby Deputy General Counsel of the United States department of Transportation, in response to an inquiry from Protection and Advocacy, Inc regarding this situation. Quoting verbatim:

<Bob.Ashby@dot.gov> 8/4/2005 11:45:41 AM >>>

For readers of this letter who may not know me, I am Robert C. Ashby, Deputy Assistant General Counsel for Regulation and Enforcement at the U.S. Department of Transportation. I am the principal drafter of all the Department's section 504 and ADA regulations, going back to the first 504 rule in 1979. I also chair the Department's Disability Law Coordinating Council, established in 2003 by Secretary of Transportation Norman Mineta to ensure consistent interpretations of disability nondiscrimination requirements throughout the Department.

As I understand the issues, [REDACTED] has disabilities that she asserts, citing medical documentation as well as her own experience, prevent her from riding safely in a paratransit van while secured in a forward-facing position. Rather, she needs to be secured in a side-facing position. In addition, she asserts that she needs to ride in a minivan, as opposed to a larger vehicle. I have no way of independently verifying the accuracy of these assertions, but for purposes of this letter, I will assume they are true.

According to your letter, Santa Cruz Metro said it would attempt to provide service to [REDACTED] in a minivan, when one was available. However, Metro declined to carry her in a side-facing fashion. Its refusal to do was based on several grounds: (1) as a paratransit provider, it is not obligated to make reasonable modifications to policies and practices; (2) DOT ADA regulations require forward-facing securements; and (3) the manufacturer requires [REDACTED] wheelchair to be placed in a forward-facing position. I will address these points in turn.

(1) The Department of Transportation believes that transportation providers regulated under its 504 and ADA regulations do have an obligation to make reasonable modifications of policies and practices to accommodate the needs of individuals with disabilities, unless those modifications would result in an undue burden or a fundamental alteration of the provider's program. According to your letter, Metro cites the *Melton v.*

DART case to the contrary. *Melton* was decided in the 5th Circuit; California is in the 9th Circuit. Hence, *Melton* is not controlling precedent in California. Moreover, I believe that *Melton* was wrongly decided. Like the D.C. Circuit in *Burkhart v. WMATA*, the Department has always assumed that the program accessibility/reasonable modifications language of the Department of Justice ADA rules did apply to parties regulated by the DOT ADA rules. This assumption is reflected in 49 CFR 37.21(c). It is apparent from the *Melton* decision that this provision, which says that entities "may also be subject" to the provisions of DOJ rules was not sufficiently mandatory for the 5th Circuit. Consequently, the Department is in the process of drafting an amendment to Part 37 to state unmistakably what we had always believed to be true -- that public entities are required to make reasonable modifications of policies [policies] practices when needed to accommodate the needs of an individual with a disability. As you note in your letter, this belief is likewise consistent with a long train of case law and regulations under section 504.

I would also point out the provision of sec. 37.129(a) that with certain exceptions not relevant to this discussion, "complementary paratransit service for ADA paratransit eligible persons shall be origin-to-destination service." If, because it insists on not making exceptions to its general policy, a paratransit provider [r] precludes an individual from traveling from her point of origin to her point of destination (because, as in this case, she cannot safely and comfortably [comfortably] ride in the forward-facing position), the provider is not meeting its obligation to provide "origin to destination service." To meet this origin to destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond the provider's normal policies. [It should be noted that subsequent to this e-mail, on September 1, 2005, that guidance on origin to destination has been approved through the Department of Transportation's Disability Law Coordinating Council as representing the official views of the Department on this matter.]

In this connection, it is well to keep in mind the purpose of ADA complementary paratransit. As stated in the eligibility criteria (see sec. 37.123(e) (1)), it is to provide service to individuals who cannot "board, ride, and disembark" independently from the system's accessible vehicles. "Riding" is just as important a consideration [consideration] as "boarding" or "disembarking." If, through use of a lift, an individual can get on and off a vehicle, but because of her physical condition cannot "ride" safely and comfortably on an accessible bus, then she is eligible for paratransit. To effectively deny her use of paratransit because of a policy that prevents her from "riding" safely and comfortably in a van is to nullify the statutory purpose of the paratransit requirement.

(2) It is a misunderstanding of the Department's regulations to suggest that 49 CFR Part 38 precludes a paratransit provider from operating service in which an individual is secured in a side-facing position. Part 38 does not have operational requirements at all. It consists of design standards for the manufacture of vehicles, drafted by the Access Board and a very close parallel to the ADAAG as applied to structures. When sec. 38.24(d)(4) provides that securement locations must be forward-facing or, in some cases, rear-facing, the section is simply describing what a vehicle must look like if it is to be regarded as an accessible vehicle. It says nothing whatever about how a service, using that vehicle or a vehicle that is not, per se, accessible, must be operated. (Indeed, nothing requires a vehicle used in complementary paratransit service to be an "accessible

vehicle," in the sense of a vehicle that complies with all provisions of Part 38. For example, many systems use taxis for eligible ambulatory passengers.)

In other words, nothing in the Department's regulations precludes a paratransit provider from permitting a passenger to sit in a side-facing position, where doing so is necessary to accommodate the individual's disability. As noted in your letter, sec. 37.165(d) requires a transit provider to allow a passenger to use a vehicle even if the individual and her mobility aid cannot, in the provider's view, be satisfactorily secured. Given this latter provision, I do not see that the opinion of the securement manufacturer has any dispositive role in this matter. Even if Q-Straint were to agree that side-facing securement in this case was not satisfactory, Metro would have no basis, under the regulation, for denying transportation to [REDACTED]

(3) The letter from Mr. Kingery of Invacare reiterates a long-held position of the wheelchair manufacturing industry. Manufacturers virtually always assert that their products are not designed or recommended for use in any vehicle. If one were to follow literally manufacturer's recommendations (which I assume are drafted on the advice of counsel to limit manufacturers' liability), then we would not need accessible fixed route or paratransit vehicles at all, since wheelchair users would never travel. In any event, Mr. Kingery's letter provides no support for the position that a forward-facing orientation for [REDACTED] wheelchair is mandatory, or that a side-facing orientation must be prohibited.

In determining whether there is a safety reason for insisting on a forward-facing orientation for [REDACTED], her actual experience for several years seems much better than anyone's speculation that it would create a problem. As the Department has said several times in its rulemakings (e.g., the discussion of 3-wheeled scooters in the 1991 ADA regulation, the discussion [discussion] of Seattle Metro's petition to deny access to certain bus stops on safety grounds, our response to the bus industry's safety arguments in the Over-the-Road bus rulemaking), it is legitimate to restrict access for an individual with a disability only when a direct threat can be shown, and speculation or concern that something might pose a hazard falls well short of that difficult standards.

I hope this information is helpful. I am willing to discuss the matter further with anyone concerned (though I will be out of the office tomorrow, at an Air Carrier Access Act meeting in Los Angeles).

Bob Ashby

Santa Cruz refers to previously issued ADA complaint letter re side-facing #96178. We also refer to complaint #01-0239 previously issued by this Office. Both letters explain the requirements of Part 38 and rely on the Department's declining equivalent facilitation based upon the lack of supporting data, to direct the transit property not to side-face secure. Unlike this present situation, in both of these instances the complainant wrote and complained about the fact that they were being secured in a sideways position. In #01-0239, the complainant was blind and a paraplegic and wrote that being transported sideways made him nauseous. These facts differ than those in the present situation where the rider, [REDACTED], requests to sit side facing because of her disability, and is at greater risk of injury if she is not permitted to do so.

Based upon our review of the facts, and Robert C. Ashby, Deputy Assistant General Counsel for Regulation and Enforcement at the U.S. Department of Transportation interpretation as

articulated, this Office finds that it is a reasonable modification to permit ██████████ to ride in a side-facing position, and that the facts provided to date do not support a finding of direct threat. Absent such a showing, ██████████ should be permitted to ride side-facing.

Thank you for your cooperation in this matter. Please advise within 7 days of the action you have taken in response to his letter. If you have any questions, please contact me at 202-366-0808 or electronically at cheryl.hershey@fta.dot.gov.

Very truly yours,



Cheryl L. Hershey
ADA Team Leader

cc: Margaret Gallagher, District Counsel
Diana Homig, Protection & Advocacy, Inc.