

Attachment 2

AGREEMENT BETWEEN THE COUNTY OF SANTA CRUZ AND
THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR PROVISION OF EMPLOYEE BENEFITS

The County of Santa Cruz (hereinafter referred to as the "COUNTY") and the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, (hereinafter referred to as the "RTC") agree as follows:

WHEREAS, the COUNTY self-insures and contracts with various insurers and administrators to provide its employees and eligible dependents with employee benefits, including life and supplemental life, dental, vision, long term disability insurance and employee assistance program (EAP);

WHEREAS, the RTC desires to provide certain employee benefits to its employees and their eligible dependents at a benefit level equal to that provided to County employees; and

WHEREAS the COUNTY may offer benefit coverage to RTC employees pursuant to Government Code §53200.4;

NOW, THEREFORE, it is agreed by and between the RTC and the COUNTY that:

1. The RTC may provide dental, life and supplemental life, long term disability, vision and EAP benefits to its eligible employees and their eligible dependents under the COUNTY's self-insured benefit plans and pursuant to the COUNTY's employee benefit insurance agreements.

2. The employee benefits listed in paragraph 1 above, to be provided to RTC employees will be equal in scope to those being provided to COUNTY employees and their eligible dependents as specified in the applicable benefit plan documents. RTC shall be responsible for providing documentation of employee and dependents eligible for coverage to County.

3. Premiums

In exchange for the provision of the employee benefits specified in paragraph 1, above, the RTC shall pay to the COUNTY the initial premiums and initial administrative fee as specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

Whenever possible, the COUNTY shall provide the RTC with 30 days written notice of any increase in premium contribution required under its contracts with the various insurers or in its self-insured plan. Following the 30 day written notice, the RTC will be billed or receive credit for any modification to the premium contribution. RTC shall be responsible for the payment of any increased premium contributions required to provide coverage to its eligible employees and dependents consistent with the effective dates and coverage available to COUNTY employees.

4. Premium Payments

RTC shall make premium payments to COUNTY biweekly.

5. Administration

A. COUNTY shall have the right to unilaterally change insurers or plan administrators. Additionally, the COUNTY shall have the unilateral right to modify the nature and scope of benefits available to employees covered by COUNTY self-insurances or insurance products. COUNTY shall provide RTC, 30 days written notice of any such changes.

B. COUNTY shall provide RTC with a copy of any and all plan documents, summary plan descriptions and claims procedures which will be applicable to the benefit plans provided pursuant to this agreement upon request.

C. Additions, deletions, and changes in enrollment and eligibility shall be governed by the terms of the applicable benefit plan documents.

D. RTC shall pay an administrative fee to the County as specified in Exhibit A per quarter per employee participating in the County's insured employee benefit plans. Said fee shall be collected from the RTC upon invoice at the beginning of each quarter.

6. Term

The term of this agreement shall begin on November 1, 2006 and continue until such time as it is canceled in accordance with the provisions in paragraph 7 of this agreement. Coverage of RTC employees under the County insurances specified in paragraph 1 shall begin under the same eligibility and enrollment criteria as all other County employees.

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7. Cancellation

COUNTY or RTC may cancel this agreement effective at 12:01 a.m. on the first day of any bi-weekly pay period following at least 30 days written notice to the other party.

COUNTY may cancel this agreement immediately upon notice to RTC if any of the following should occur:

A. If RTC refuses to abide by enrollment and commencement of coverage provisions applicable to COUNTY employees and dependents; or

B. The RTC does not pay the quarterly premium due for the covered RTC employees and dependents;

C. If the agreement between the COUNTY and its insurers is terminated for any reason with less than 30 days written notice.

8. Indemnification

The RTC shall exonerate, indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed due to the RTC's participation in COUNTY insurances, excepting liability arising out of the sole negligence of the COUNTY.

Dated: _____

By

COUNTY OF SANTA CRUZ

Dated: _____

By

SANTA CRUZ COUNTY
REGIONAL TRANSPORTATION
COMMISSION

Approved as to Form:

COUNTY COUNSEL

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EXHIBIT A
Initial Premiums and Administrative Fee

Employee insurance premiums for life and supplemental life, long term disability, vision, dental are payable quarterly beginning November 1, 2006. Rates, benefit levels and other conditions subject to change upon 30 days notice.

Life Insurance (Life and Accidental Death)	\$.21 per thousand dollars of coverage/biweekly
Supplemental Life	Optional coverage - paid by the employee
Dental - County Self-Funded Group Dental Plan	\$20.88/biweekly
Vision	\$3.08/biweekly (employee) \$8.52/biweekly (dependents)
Long-Term Disability	General - .819% up to a maximum monthly salary of \$3,000/biweekly Management - .735% up to a maximum monthly salary of \$13,500/biweekly
Employee Assistance Program	\$3.81 per employee/monthly
Administrative Fee	\$72.21 per employee per quarter

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