



EL DORADO TRANSIT

Trisha Wilkins,
 Councilmember
 City of Placerville

John Hidahl
 Board of Supervisors,
 District I

Patty Borelli,
 Chairperson
 Councilmember
 City of Placerville

Mindy Jackson,
 Executive Director

Shiva Frentzen,
 Vice Chairperson
 Board of Supervisors
 District II

Brian Veerkamp
 Board of Supervisors
 District II

County of El Dorado
Planning Commission Hearing Room
2850 Fairlane Court, Bldg. C
Thursday, March 2, 2017 1:00 PM

EL DORADO COUNTY TRANSIT AUTHORITY
AGENDA
 Regular Meeting

Chairperson: Patty Borelli, City of Placerville Councilmember
 Vice Chairperson: Shiva Frentzen, County of El Dorado Supervisor, District II
 Directors: John Hidahl, County of El Dorado Supervisor, District I
 Trisha Wilkins, City of Placerville Councilmember
 Brian Veerkamp, County of El Dorado Supervisor, District III

- Wendy Thomas, Alternate for City Councilmembers
- Michael Ranalli, Alternate for Board of Supervisors, District IV

Executive Director: Mindy Jackson

<u>CALL TO ORDER AND CEREMONIAL ITEMS</u>	<u>PAGE</u>
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B. Oath of Office	7

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda with one single vote. A Board member may request an item to be removed from the Consent Calendar for discussion and possible action, and the item

will be moved from Consent and heard as a separate item. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

PUBLIC COMMENT

At this time, any person may comment on any item that is not on the agenda. Please state your name and address for the records. Action will not be taken on any item that is not on the agenda. Please limit your comments to no more than three (3) minutes. Please give any written material presented at the meeting to the clerk for public record.

1.	<u>CONSENT CALENDAR</u>	<u>PAGE</u>
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	B. Receive and File January 2017 Check Register	13
	C. Adopt Revised Resolution No. 17-05 Authorizing El Dorado County Transit Authority to execute the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2015/16	17
	D. Receive and File Regional Fare Comparison	20
	E. Adopt Resolution No. 17-09 Authorizing Financial Transactions by Newly Elected Officers and the Executive Director	23
	F. Adopt Resolution No. 17-12 Approve the <u>Memorandum of Understanding Regarding Governance of the Regional Connect Transit Card System On-Going Operations</u> and Authorize the Executive Director as signatory	26
	G. Approve Addendum No. 1 to Professional Services Agreement for RTS Computer Services to increase Blanket Purchase Order B22022 for Fiscal Year 2016/17	80
	H. Adopt Resolution No. 17-14 Authorizing the Executive Director to Claim Transportation Development Act (TDA) Funds for Fiscal Year 2017/18	83
	I. Approve Revised Blanket Purchase Order B22168 issued Visa to the amount of \$34,000 for Fiscal Year 2016/17	88
2.	<u>ACTION ITEMS</u>	
	A. Receive and File staff report for Preservation of a Parcel for a Larger El Dorado Hills Transit Facility	91
	B. Adopt Resolution No. 17-10 Approving Two (2) Maintenance Agreements Between the State of California and the El Dorado County Transit Authority and Authorizing the Executive Director to execute all documents necessary to acquire, install and maintain bus shelter and surveillance equipment on the Ponderosa Park and Ride lot owned by the State of California	94

2. <u>ACTION ITEMS CONTINUED</u>	<u>PAGE</u>
C. Appoint Members of the El Dorado County Transit Authority Transit Advisory Committee (TAC)	110
D. 1. Adopt Resolution No. 17-11 to Adopt Preliminary Operating Budget for Fiscal Year 2017/18	112
2. Approve Proposed Allocation Plan and Draft Organizational Chart Fiscal Year 2017/18	
E. 1. Adopt Preliminary Capital Improvement Plan for Fiscal Year 2017/18	122
2. Adopt Resolution No. 17-13 Adopting the Preliminary Capital Improvement Budget for Fiscal Year 2017/18	
F. 1. Approve HR Services Procurement Sub-Agreement between the El Dorado County Transit Authority and Koff & Associates for a Classification and Compensation Study	148
2. Authorize the Executive Director or his/her designee to approve and sign all documents necessary to complete a Classification and Compensation Study	
3. Approve Purchase Order No. 22276 to Koff & Associates for \$33,600	
G. Receive and File the El Dorado County Transit Authority <u>Fiscal Year 2016/17 Six-Month Administrative Operations Report</u> for the period July 1, 2016 through December 31, 2016	206
3. <u>INFORMATION ITEMS</u>	
A. January 2017 Ridership Report	209

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, April 6, 2017 1:00 P.M.
County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg A

Placerville, CA 95667

The El Dorado County Board of Supervisors Meeting Room and the Planning Commission Hearing Room is accessible for persons with disabilities. In compliance with the Americans with Disabilities Act, if you require modification or accommodation to participate in this meeting, please contact El Dorado County Transit Authority by telephone at (530) 642-5383 or by fax at (530) 622-2877. Requests must be made as early as possible and at least one full business day before the start of the meeting.

The Agenda is also available on the website www.eldoradotransit.com

AGENDA ITEM
Ceremonial Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Mindy Jackson, Executive Director
SUBJECT: Recognizing Retiring Transit Driver Gladys Neeley for ten (10) years of public service

REQUESTED ACTION:

BY MOTION, Adopt Proclamation in recognition and appreciation of Gladys Neeley's 10 years of public service as a Transit Driver

BACKGROUND

Ms. Gladys Neeley began her public Transit Driver career in December 2006 with El Dorado Transit and has provided excellent customer service to our passengers and the general public during these ten (10) years.

We are proud of the safe, compassionate and courteous service Ms. Neeley has provided our passengers over the years. Ms. Neeley is very friendly, polite and always willing to assist co-workers and supervisors.

Staff recommends the presentation of the Proclamation acknowledging El Dorado Transit's appreciation of Ms. Neeley's ten (10) years of outstanding dedicated public service.



Proclamation

OF THE EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS

Recognizing Gladys Neeley, Transit Driver, for 10 years of outstanding public service

WHEREAS, Gladys Neeley has been employed by the El Dorado County Transit Authority since December 9, 2006 during which time she has dedicated herself to public service and excellence within the El Dorado County Transit Authority ensuring the highest level of service to the public; and

WHEREAS, Ms. Neeley, has been well known for her exceptional customer service; and

WHEREAS, Ms. Neeley is known for her kindness and reliability; and

WHEREAS, Ms. Neeley, honorably served the public during her career of 10 years with El Dorado County Transit Authority; and

WHEREAS, Ms. Neeley has elected to retire from her position with El Dorado County Transit Authority; and

WHEREAS, we, as members of the El Dorado County Transit Authority wish to extend our utmost appreciation for the work that Ms. Neeley has provided.

NOW THEREFORE BE IT PROCLAIMED that the El Dorado County Transit Authority Board recognizes and acknowledges and declares its sincere appreciation for the outstanding service provided by Ms. Neeley while employed by the El Dorado County Transit Authority and extends its best wishes to her in all future endeavors.

PASSED by the Governing Board of the El Dorado County Transit Authority at a regular meeting of the Board held on the 2nd day of March 2017.

Attest:

Megan Wilcher
Secretary to the Board

Patty Borelli
Chairperson

AGENDA ITEM
Oath of Office

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Megan Wilcher, Administrative Analyst and Board Secretary

SUBJECT: Administer Oath of Office

BACKGROUND

Government Code 1360 requires all officers and officials to take the oath of office before assuming the office. The El Dorado County Transit Authority Director's terms begin at the first Board meeting of each year. This is typically the February Board meeting.

DISCUSSION

Per the Government Code, Directors should take the oath of office upon being appointed to serve on this agency's Board. In order to fulfill this requirement, El Dorado County Transit Authority requests all newly-appointed and returning Directors to take the oath found in Section 3 of Article 20 of the California Constitution. Four (4) newly appointed Directors and one (1) Alternate were administered the oath of Office at the February 2, 2017 Board meeting.

The Oath of Office will be administered to Director Hidahl by legal counsel

“1, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.”



EL DORADO TRANSIT

Trisha Wilkins,
Councilmember
City of Placerville

John Hidahl
Board of Supervisors,
District I

Patty Borelli,
Chairperson
Councilmember
City of Placerville

Mindy Jackson,
Executive Director

Shiva Frentzen,
Vice Chairperson
Board of Supervisors
District II

Brian Veerkamp
Board of Supervisors
District II

County of El Dorado
Planning Commission Hearing Room
2850 Fairlane Court, Bldg. C
Thursday, February 2, 2017 1:00 PM

EL DORADO COUNTY TRANSIT AUTHORITY AGENDA Regular Meeting

Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III
 Vice Chairperson: Patty Borelli, City of Placerville Councilmember
 Directors: John Hidahl, County of El Dorado Supervisor, District I
 Shiva Frentzen, County of El Dorado Supervisor, District II
 Trisha Wilkins, City of Placerville Councilmember

- Wendy Thomas, Alternate for City Councilmembers
- Michael Ranalli, Alternate for Board of Supervisors, District IV

Executive Director: Mindy Jackson

CALL TO ORDER AND ELECTION OF OFFICERS

The meeting was called to order by Chairperson Veerkamp at 1:01 PM and there was a motion for the Election of Chairperson and Vice-Chairperson for Calendar Year 2017.

A. Election of Chairperson and Vice-Chairperson for Calendar Year 2017

It was moved and seconded to elect Director Borelli Chairperson
 M/S: Frentzen/Wilkins
 Ayes: Frentzen, Wilkins, Borelli, Ranalli, Veerkamp
 Abstain: None
 Noes: None
 Absent: Hidahl

It was moved and seconded to elect Director Frentzen as Vice-Chairperson

M/S: Wilkins/Ranalli

Ayes: Wilkins, Ranalli, Frentzen, Borelli, Veerkamp

Abstain: None

Noes: None

Absent: Hidahl

B. Oath of Office

The Oath of Office was completed and signed by each of the following Board members:

Brian Veerkamp, Trisha Wilkins, Patty Borelli, Shiva Frentzen, Michael Ranalli

Director Hidahl was absent

PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited

ROLL CALL

Directors Present: Brian Veerkamp, Patty Borelli, Trisha Wilkins, Shiva Frentzen, Michael Ranalli

Directors Absent: John Hidahl

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda with one single vote. A Board member may request an item to be removed from the Consent Calendar for discussion and possible action, and the item will be moved from Consent and heard as a separate item. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

It was moved and seconded to adopt the agenda.

M/S: Veerkamp/Ranalli

Ayes: Veerkamp/Ranalli/Borelli

Noes: None

Abstain: Frentzen, Wilkins

Absent: Hidahl

It was moved and seconded to approve the consent calendar.

M/S: Veerkamp/Ranalli

Ayes: Veerkamp/Ranalli/Borelli

Noes: None

Abstain: Frentzen, Wilkins

Absent: Hidahl

PUBLIC COMMENT

None

1. CONSENT CALENDAR

- A. Approve Conformed Minutes of Regular Meeting December 1, 2016
- B. Receive and File November and December 2016 Warrant Registers
- C. Approve Designation of Surplus Property
- D.
 - 1. Adopt Resolution No. 17-03 Authorizing the Executive Director to File Applications for Federal Administration funding programs
 - 2. Adopt Resolution No. 17-04 Authorizing the Executive Director to File Application specific to the Federal Transit Administration Section 5311 grant program
- E.
 - 1. Adopt Resolution No. 17-05 Authorizing the El Dorado County Transit Authority to execute the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2015/16
 - 2. Adopt Resolution No. 17-06 Authorizing the Executive Director to execute all documents for the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2015/16
- F. Receive and File Quarterly Investment Report for Quarter Ending 12/31/16
- G. Approve funding Operating Reserve utilizing Advertising and Miscellaneous revenue accounts for Fiscal Year 2016/17
- H. Adopt Resolution No. 17-01 acknowledging the El Dorado County Transit Authority authorization to participate in the Employment Management Risk Association and commercial group purchased Employment Practices Liability coverage
- I. Adopt Fiscal Year 2016/17 Revised Mid-Year Operating Budget Adjustments
- J. Adopt Resolution No. 17-07 Authorizing the Executive Director to file a revised Transportation Development Act (TDA) Claim for Fiscal Year 2016/17
- K. Approve Revised Blanket Purchase Orders above \$25,000 for Fiscal Year 2016/17
- L.
 - 1. Adopt Resolution No. 17-08 Authorizing the Adoption and Implementation of the El Dorado County Transit Authority Title VI Program

2. Authorize the Executive Director to Execute All Documents Necessary for Implementation of the Title VI Policy

2. **ACTION ITEMS**

- A. Adopt Resolution No. 17-02 Stating the Fare Structure for the El Dorado County Transit Authority to Include Connect Card and Discount Fare Eligibility Requirements

Action: Adopt Resolution No. 17-02 Stating the Fare Structure for the El Dorado County Transit Authority to Include Connect Card and Discount Fare Eligibility Requirements

M/S: Veerkamp/Ranalli
Ayes: Veerkamp, Ranalli, Frentzen, Borelli, Wilkins
Noes: None
Abstain: None
Absent: Hidahl

- B. 1. Receive and File the **DRAFT 2017 El Dorado County Transit Authority Park-And-Ride Master Plan** and direct staff to circulate the document for Comments

The Board agreed to Receive and File the DRAFT 2017 El Dorado County Transit Authority Park-And-Ride Master Plan by unanimous vote

2. Accept the *White Paper: El Dorado Hills Transit Facility* for planning purposes, direct staff to return at the March 2, 2017 El Dorado Transit Board Meeting with recommendations to ensure that a suitable parcel for a new Park-And-Ride facility can be acquired or preserved through an option-to-purchase agreement, or other means, as quickly as possible

The Board agreed to Accept the *White Paper: El Dorado Hills Transit Facility* for planning purposes by unanimous vote

3. **INFORMATION ITEMS**

- A. Monthly Ridership Report
B. Quarterly Newsletter

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

Chairperson Borelli adjourned the meeting at 1:45 PM. The next regularly scheduled meeting is Thursday, March 2, 2017

* Verbal Report

Respectfully Submitted,

Megan Wilcher
Secretary to the Board

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Receive and File January 2017 Check Register

REQUESTED ACTION:
BY MOTION,
Receive and File January 2017 Check Register

BACKGROUND

The following check register includes routine transactions for the month of January 2017. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Five (5) items merit further detail;

Check #30475 – Field and Associates.....\$5,822.50
This check pays an obligation for Management of Multiple Transit Projects using both local and grant funding as directed under individual capital plan budgets.

Check #30498 – ARI Hetra Mobile Lifting Inc.....\$20,395.00
This check pays an obligation for an Exhaust Extraction System for the Maintenance Building using State Transit Assistance (STA) funds; CIP Project #12-02.

Check #1005 - Dokken Engineering.....\$3,135.00
This warrant pays an obligation for the Park & Ride Surveillance project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #12-04 & 16-01.

Check #1051 - Dokken Engineering.....\$3,765.00
This warrant pays an obligation for the Bus Parking Lot Improvement project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #17-01.

Check #3001 - Dokken Engineering.....\$1,740.00
This warrant pays an obligation for the Bus Parking Lot Improvement project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #17-04.

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register

January 2017

Date	Num	Name	Memo	Amount
01/05/2017	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Health Premium - January 2017	40,677.43
01/05/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE DEC. 30, 2016	4,233.14
01/05/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #26	11,676.84
01/05/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #26 SUPP	6,180.89
01/05/2017	30432	DAWSON OIL	Fuel Purchases - December 2016	34,576.83
01/05/2017	30433	TOLAR MFG CO INC	Non-Ad Shelter/for P'ville Senior Ctr	8,028.00
01/12/2017	30434	A-Z BUS SALES	Parts & Supplies	1,067.23
01/12/2017	30435	ALPHA ANALYTICAL LABORATORIES INC	Storm Water Testing 2016	220.00
01/12/2017	30436	AMERICAN HERITAGE LIFE INSURANCE COMPANY	LTD/Death Premium - January 2017	132.02
01/12/2017	30437	ASSURANT EMPLOYEE BENEFITS	Employee Paid Premium - January 2017	2,767.81
01/12/2017	30438	AT&T / CALNET 3	Monthly Charges	1,297.40
01/12/2017	30439	AT&T MOBILITY	Monthly Charges	166.60
01/12/2017	30440	BLUE RIBBON PERSONNEL SERVICES	Temp Maint Cust - JD	758.64
01/12/2017	30441	CalACT	Membership Renewal - 2017	640.00
01/12/2017	30442	CITY OF PLACERVILLE	Bus Shelter Maintenance - Jan 2017	330.00
01/12/2017	30443	DAWSON OIL	Fuel Purchases - December 2016	5,328.66
01/12/2017	30444	EL DORADO DISPOSAL	Monthly Charges	289.08
01/12/2017	30445	EMP. MISC. REIMBURSEMENT	DMV License Fees - MCM	73.00
01/12/2017	30446	EMP. MISC. REIMBURSEMENT	DMV License Fees - KP	73.00
01/12/2017	30447	MIGUEL GARCIA LANDSCAPING	December 2016 - Landscaping Service	570.00
01/12/2017	30448	O'REILLY AUTO PARTS	Parts & Supplies	730.87
01/12/2017	30449	PACIFIC GAS & ELECTRIC	Monthly Charges	3,324.92
01/12/2017	30450	QUILL	Misc. Office Supplies	1,056.81
01/12/2017	30451	RESCO PRINTING	Monthly Passes-16 Months 03/17-06/18	2,124.20
01/12/2017	30452	RTS IT INC	IT Services/Back-Up January 2017	4,180.00
01/12/2017	30453	TOWN CENTER EAST LP	Lease Pymt for Jan 2017 P&R	700.00
01/12/2017	30454	TRANSIT INFORMATION PRODUCTS	On Board Schedule Holders & Message Ctr	2,105.65
01/12/2017	30455	UNIVERSAL SECURITY & FIRE INC	Alarm Monitoring 01/01/17-03/31/17	135.00
01/12/2017	30456	VISA	Monthly Charges	1,827.65
01/12/2017	30457	XEROX FINANCIAL SERVICES	Lease Payment - December 2016	776.16
01/12/2017	30458	YORK INSURANCE SERVICES GROUP INC - CA	Monthly Worker's Comp-Oct. & Nov. 2016	176.00
01/17/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE JAN. 13, 2017	5,280.53
01/17/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #1	11,610.73
01/17/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #1 SUPP.	5,874.00
01/24/2017	30459	AT&T LONG DISTANCE	Monthly Charges	238.34
01/24/2017	30460	AUTOZONE	Parts & Supplies	994.96
01/24/2017	30461	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	1,307.63
01/24/2017	30462	C & H MOTOR PARTS	Parts & Supplies	378.33
01/24/2017	30463	CAL.NET	January 2017 Camera Service	106.97
01/24/2017	30464	CAPITOL CLUTCH & BRAKE	Parts & Supplies	3,438.22
01/24/2017	30465	CUMMINS PACIFIC LLC	Parts & Supplies	386.30
01/24/2017	30466	D&K AUTO GLASS	Parts & Supplies	310.00
01/24/2017	30467	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2017	150.00
01/24/2017	30468	EMP. MISC. REIMBURSEMENT	DMV License Fees - CP	73.00
01/24/2017	30469	EMP. MISC. REIMBURSEMENT	Reimb for Boots - WF	53.61
01/24/2017	30470	EMP. MISC. REIMBURSEMENT	DMV Physical - AH	75.00
01/24/2017	30471	EMP. MISC. REIMBURSEMENT	Travel & Fuel Reimb - JF	66.17
01/24/2017	30472	EMP. MISC. REIMBURSEMENT	DMV Physical - TW	75.00
01/24/2017	30473	FACTORY MOTOR PARTS	Parts & Supplies	1,010.59
01/24/2017	30474	FASTENAL	Parts & Supplies	792.74
01/24/2017	30475	FEILD AND ASSOCIATES	Transit Project Mgmt for 10/01/16-12/31/16	5,822.50
01/24/2017	30476	FLEMING DISTRIBUTING CO.	Additives PM Services	225.11
01/24/2017	30477	GCR TIRES & SERVICE	Tires #1008	2,062.62
01/24/2017	30478	GOLD RUSH TAXI LLC	Taxi Voucher Program-December 2016	1,404.00
01/24/2017	30479	HANOVER DISPLAYS INC	Display Sign #0609	4,670.44
01/24/2017	30480	HUNT & SONS INC	Fuel Purchases - December 2016	1,352.91
01/24/2017	30481	J. C. NELSON SUPPLY CO.	Janitorial Supplies	137.68
01/24/2017	30482	KINETICO WATER SYSTEMS INC	Filtered Water Rental for January 2017	43.20
01/24/2017	30483	MCI SERVICE PARTS INC	Parts & Supplies	4,754.95
01/24/2017	30484	MISSION UNIFORM SERVICE	Shop, towels and mats	295.18
01/24/2017	30485	MOUNTAIN DEMOCRAT INC	Recruitment Ad Transit Driver & OAI 12/16	521.21
01/24/2017	30486	OPERATING ENGINEERS - MEDICAL	Health Premiums - January 2017	50,285.00
01/24/2017	30487	PRO-LINE CLEANING SERVICES INC	Cleaning Services-December 2016	630.00
01/24/2017	30488	RAMOS ENVIRONMENTAL SERVICES	Waste Oil Pick Up-Shop	378.75
01/24/2017	30489	RIEBES AUTO PARTS	Parts & Supplies	757.65

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
January 2017

Date	Num	Name	Memo	Amount
01/24/2017	30490	RON DUPRATT FORD	Parts & Supplies	431.56
01/24/2017	30491	SPOT-ON SIGNS & GRAPHICS	Address Sign for Maintenance Bldg	288.94
01/24/2017	30492	THOMPSONS BUICK GMC	Parts & Supplies	1,337.05
01/24/2017	30493	THOMPSONS CHRYSLER DODGE	Parts & Supplies	447.63
01/24/2017	30494	TRUE VALUE HARDWARE	Parts & Supplies	254.36
01/24/2017	30495	VALLEY POWER SYSTEMS	Filters #0908 #1401	260.70
01/24/2017	30496	WOLFPACK INSURANCE SERVICES, INC.	Vision/Dental Premium - February 2017	4,173.30
01/24/2017	30497	ZONAR SYSTEMS INC	V3 Annual Service #1602-#1606	1,132.66
01/25/2017	30498	ARI HETRA MOBILE LIFTING INC	Exhaust Extraction System	20,395.00
01/25/2017	30499	HOLT OF CALIFORNIA	CRT Module #0606	2,468.46
01/27/2017	1005	DOKKEN ENGINEERING	P & R Surveillance Project-Nov 2016	2,475.00
01/27/2017	1051	DOKKEN ENGINEERING	EDT Bus Parking Lot Improve Nov 2016	3,765.00
01/27/2017	3002	DOKKEN ENGINEERING	CP P&R Lot Improve Nov 2016	1,740.00
01/30/2017	30500	STATE BOARD OF EQUALIZATION	4th QTR Exempt Bus Operator Deisel Fuel Tax 20	373.60
01/31/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE JAN. 27, 2017	4,679.62
01/31/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #2	11,856.94
01/31/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #2 SUPP.	6,177.16
				304,044.13
			Total	304,044.13

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP)

REQUESTED ACTION:
BY MOTION,

Adopt Revised Resolution No. 17-05 Authorizing the El Dorado County Transit Authority to execute the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2015/16

BACKGROUND

The Low Carbon Transit Operations Program (LCTOP) is a component of the Transit, Affordable Housing and Sustainable Communities Program established by the California Legislature in 2014 under Senate Bill 862. The purpose of this program is to provide operating and capital assistance to transit agencies to reduce greenhouse gas emissions and improve mobility, with a focus on environmentally disadvantaged communities. Funding is available to current Public Utilities Commission (PUC) 99313, and 99314 fund recipients.

December 9, 2016 Caltrans posts updated LCTOP guidelines.

The El Dorado County Transit Authority (El Dorado Transit) adopted Resolution 17-05 on February 2, 2017. The allocation amount was incorrectly stated in the resolution. This requires Board adoption for a revised resolution.

DISCUSSION

El Dorado Transit is applying for \$78,928 in LCTOP funds to continue to partially fund the service enhancements that were implemented in Cameron Park effective July 6, 2015.

The project is based on the recommendations of the adopted 2014 Western El Dorado County Short- and Long- Range Transit Plan, June 2014. The project increases the service levels in Cameron Park from 180 minute headways (service every three (3) hours), to 60 minute

headways (service every hour) localized to Cameron Park.

This funding request complements currently programmed and approved Local Transportation Funds (LTF) as indicated in the Board approved FY2015/16 El Dorado Transit budget.

Revised resolution 17-05 is presented in strikethrough format to show the changes from the February 2, 2017 Board Adopted Resolution 17-05. The allocation amount was incorrectly stated in the initial Resolution 17-05.

FISCAL IMPACT

The Fiscal Year 2016/17 Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP) grant application represents a total of \$78,928 in potential revenue for FY2017/18 transit operations in Cameron Park.

EL DORADO COUNTY TRANSIT AUTHORITY
REVISED RESOLUTION NO. 17-05

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZATION FOR THE EXECUTION OF THE
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:
CONTINUATION OF THE CAMERON PARK SERVICE ENHANCEMENT PROJECT FOR
\$99,883,78,928

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the California Department of Transportation (Caltrans) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, El Dorado Transit wishes to implement the LCTOP project listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of El Dorado Transit that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of El Dorado Transit that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2016-17 LCTOP Funds:

Project Name: Cameron Park Service Enhancement Project

Amount of LCTOP funds requested: **\$99,883,78,928**

Short description of project: Fixed route service in Cameron Park from 3 hour headways to 60 minute headways. An addition of 765 hours annually.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 2nd Day of March 2017, by the following vote of said Board:

AYES: NOES: ABSTAIN: ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Regional Fare Comparison

REQUESTED ACTION:
BY MOTION,

Receive and File Regional Fare Comparison

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) routinely surveys regional transit operators for current fare and fare policy information. In January 2017, staff conducted research to compile current fare information for seven (7) regional operators. The following offers comparisons of regional fares, categorized by service type.

DISCUSSION

Local Fixed Routes

The following chart reflects local fixed route fares for the transit operators surveyed:

	One-Way Fares			Monthly Pass/Ticket Books		
	General	Senior/Disabled	Student	General	Senior/Disabled	Student
El Dorado Transit	\$1.50	\$0.75	\$0.75	\$60.00	\$30.00	\$30.00
Folsom Stage Lines	\$2.50	\$1.25	\$1.25	\$50.00	\$25.00	\$25.00
Roseville Transit	\$1.50	\$0.75	\$0.75	\$58.00	\$29.00	\$29.00
Placer County Transit	\$1.25	\$0.60	\$0.60	\$37.50	\$18.75	\$18.75
Yolobus	\$2.25	\$1.10	\$1.10	\$93.50	\$46.75	\$46.75
Yuba-Sutter Transit	\$1.00	\$0.50	\$0.50	\$30.00	\$6.00	\$6.00
Amador Transit	\$2.00	\$1.00	\$1.00	\$100.00	\$60.00	\$60.00
Sacramento Regional Transit	\$2.75	\$1.35	\$1.35	\$110.00	\$55.00	\$55.00
Averages	\$1.84	\$0.91	\$0.91	\$67.38	\$33.81	\$33.81

One-way fares for local fixed route services in the region range from \$1.00 to \$2.75, with half price discounts typically offered for seniors, persons with disabilities per the Americans with Disabilities Act (ADA) and students. At \$1.50 one-way and \$60.00 for the monthly pass for the general public, El Dorado Transit local route fares are slightly below the average of \$1.84 one-way and \$67.38 for the monthly pass among the operators surveyed.

Demand Response/Dial-A-Ride

Demand response or “Dial-A-Ride” services are generally defined as pre-scheduled, curb-to-curb or door-to-door transportation for individual riders. Comparisons between operators are less straightforward in this area because the methods for providing these types of specialized services vary within the region. Among the operators surveyed, some provide or contract with a provider to offer these services only for passengers that are eligible under the ADA. Fares for ADA only services are dictated by the fixed route fares in the corresponding area. Three (3) of the agencies surveyed offer monthly passes or ticket books for demand response services.

El Dorado Transit Dial-A-Ride is a general public service, extending beyond ADA requirements, with half-price fares and priority booking given to eligible passengers. Fares are based on a zone system and range from \$2.00 to \$7.00 one-way.

The following compares available fares for regional, demand response services:

	One-Way Fares			Monthly Pass/Ticket Books		
	General	Senior/Disabled	Student	General	Senior/Disabled	Student
El Dorado Transit	\$3-\$7	\$2-\$7	\$3-\$7	n/a	n/a	n/a
Folsom Stage Lines	n/a	\$4.00	n/a	n/a	\$95.00	n/a
Roseville Transit	\$3.75	\$2.50	\$3.75	\$37.50	\$25.00	\$37.50
Placer County Transit	\$2.50	\$1.25	\$1.25	\$42.50	\$21.25	\$21.25
Yolobus	n/a	\$4-\$5	n/a	n/a	n/a	n/a
Yuba-Sutter Transit	n/a	\$2.00	n/a	n/a	n/a	n/a
Amador Transit	\$2-\$4	\$2-\$4	\$2-\$4	n/a	n/a	n/a
Sacramento Regional Transit	n/a	\$5.50	n/a	n/a	n/a	n/a
Averages	\$3.56	\$3.41	\$3.25	\$40.00	\$47.08	\$29.38

Note: averages calculated using the average fares within the range

El Dorado Transit’s demand response/Dial-A-Ride average fare is above the overall regional averages, but considering the size of the area and the distances traveled, the current fares are in-line with similar services.

Commuter Services

Commuter services and fares vary among the operators surveyed based on the distances traveled, levels of service and transfers to Sacramento Regional Transit (RT). Roseville Transit offers different fare rates for residents and non-residents while Placer County employs distance based fares ranging from \$4.25 to \$5.75 (the Auburn to Sacramento fare is used for comparison purposes). The price for a YoloBus monthly, commuter pass reflects a \$25 surcharge added to an RT monthly pass. Yuba-Sutter Transit was the only operator surveyed that offers discounted, mid-day commuter fares. Neither Folsom Stage Lines nor Sacramento Regional Transit offer comparable services in this category.

The following chart compares regional commuter fares among the operators surveyed:

	One-Way Fares			Monthly Pass/Ticket Books		
	General	Senior/Disabled	Student	General	Senior/Disabled	Student
El Dorado Transit	\$5.00	\$5.00	\$4.00	\$180.00	\$180.00	\$180.00
Folsom Stage Lines	n/a	n/a	n/a	n/a	n/a	n/a
Roseville Transit	\$3.25	\$3.25	\$3.25	\$110.00	\$110.00	\$110.00
Placer County Transit	\$4.75	\$4.75	\$4.75	\$147.00	\$147.00	\$147.00
YoloBus	\$3.25	\$1.60	\$1.60	\$121.00	\$46.75	\$74.25
Yuba-Sutter Transit	\$4.00	\$4.00	\$4.00	\$128.00	\$128.00	\$128.00
Amador Transit	\$7.00	\$4.15	\$3.50	n/a	n/a	n/a
Sacramento Regional Transit	n/a	n/a	n/a	n/a	n/a	n/a
Averages	\$4.54	\$3.79	\$3.51	\$137.20	\$122.35	\$127.85

El Dorado Transit's commuter fare is above the overall regional average of \$4.54 for a general one-way fare, but when considering the distances traveled and level of service offered, the \$5.00 fare is in-line with similar routes.

At this time, El Dorado Transit staff is not recommending fare increases for FY 2017/18 however; staff may return to the board to consider changes to Dial-A-Ride fares. The Dial-A-Ride Zone Assessment Study and Implementation Plan for the Western Slope of El Dorado County was completed on February 5, 2016. Staff is hosting a focus group to consider the recommendations in the report that may include proposed Dial-A-Ride fare changes.

FISCAL IMPACT

None

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Megan Wilcher, Secretary to the Board/Administrative Analyst
SUBJECT: Authorizing Financial Transactions by Newly Elected Officers and the Executive Director

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 17-09 Authorizing Financial Transactions by Newly Elected Officers and the Executive Director

BACKGROUND

Resolution No. 17-09 authorizes the El Dorado County Transit Authority (El Dorado Transit) Chairperson Patty Borelli; Vice-Chairperson Shiva Frentzen and Mindy Jackson, Executive Director to perform financial transactions required to complete normal banking business practices.

DISCUSSION

El Dorado Transit banks with Umpqua Bank and Bank of America. The recent appointment of new Board members and election of officers requires a new authorization for signature approval on accounts at financial institutions.

FISCAL IMPACT

None

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-09**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
REGARDING FINANCIAL TRANSACTIONS**

A. I, Megan Wilcher, certify that I am the Secretary to the Board for the above named organization (referred to as the “association”) organized under the laws of the State of California, Federal Employer I.D. Number 68-0316621, and that the following is a correct copy of resolution adopted at a meeting of the association duly and properly called and held on this 2nd day of March 2017. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

B. BE IT HEREBY RESOLVED AND ORDERED THAT,

1. The Financial Institution Umpqua Bank is designated as a depository for the funds of this association.
2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
3. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowing by or on behalf of this association with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
4. Any of the persons named below, so long as they act in a representative capacity as agents of this association, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or any other business transacted by and between this association and this Financial Institution subject to any restrictions stated below.
5. Any and all prior resolutions adopted by this association and certified to this Financial Institution as governing the operation of this association’s account(s), are in full force and effect, unless supplemented or modified by this authorization.
6. This association agrees to the terms and conditions of any account agreement, properly opened by an authorized representative(s) of this association, and authorizes the Financial Institution named above, at any time, to charge this association for all checks, drafts, or other orders, for the payment of money, that are drawn on this Financial Institution, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in Section C. (or the facsimile signature specimens that this association files with this Financial Institution from time to time) and contain the required number of signatures for this purpose.
7. Any checks or drafts shall have two (2) signatures for amounts over \$5,000.00.

C. If indicated, any person listed below (subject to any expressed restrictions) is authorized to:

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Approve a Memorandum of Understanding for the Ongoing Operations of Connect Card, a regional tap card with interactivity between nine (9) transit operations

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 17-12 to Approve the Memorandum of Understanding Regarding Governance of the Regional Connect Transit Card System On-Going Operations and Authorize the Executive Director as signatory to the Memorandum of Understanding and necessary to execute all associated documentation.

BACKGROUND

The Connect Card is a regional, electronic transit fare system utilizing contactless smart cards. A contactless smart card is credit card-sized with an embedded microchip and antenna. Payment and validation of fare is performed by touching the card to a reader near the farebox. The cards have data storage capacity and processing power to electronically accommodate multiple fares across multiple transit agencies in the region.

Connect Card allows for seamless transfers between participating transit agencies and provides incentive for increased transit ridership across the region. Participating employers, benefits coordinators and/or colleges will have the ability to manage farecard accounts online eliminating the need to place monthly orders for printed passes and ticket books. As overall use of the Connect Card increases, the system will reduce the need for manual reconciliation of consignment fare sales, improve the recording of ridership data and provide an accurate basis for allocating revenue among operators. In addition, electronic fare media helps reduce revenue loss from the fraudulent use of expired or altered transfers, discounted identification cards and passes.

In February 2008, after accepting staff and Transit Advisory Committee (TAC) recommendations, the El Dorado Transit Board provided direction to participate with the Sacramento Council of Governments (SACOG), Sacramento Regional Transit (RT) and seven (7) other regional transit operators, in implementation of the regional fare card

program. The Connect Card project is included in the Western El Dorado County 2008 Short Range Transit Plan, June 18, 2008 and the Capital Plan approved March 4, 2010.

An early or “soft” launch is underway with nine (9) regional transit operators. In the near future, following several months of the “soft” launch where agencies and customers use the system to identify and resolve operational issues, the Connect Card will be publicly launched on/near June 2017.

The Memorandum of Understanding (MOU) submitted for consideration was reviewed and approved as to form by El Dorado Transit and other proposed member agencies legal counsel/representatives.

DISCUSSION

The MOU for on-going operations establishes roles, responsibilities of transit operators, a regional customer service center (operated by RT with cost sharing among all participants to achieve economies of scale) and SACOG. The MOU also projects expenditures for on-going system operations and maintenance and develops a funding strategy for after the initial rollout.

The MOU protects the interests of El Dorado Transit by limiting the authority of the MOU to fare collection, while preserving fare policy and pricing authority to individual transit governing bodies. The MOU requires participants to comply with requirements and procedures detailed in the Connect Card Operating Rules, Version 2.0, December 21, 2016. El Dorado Transit staff participated in the development of these rules.

Adoption of Resolution No. 17-12 approves the MOU and authorizes the Executive Director to execute all documents necessary for implementation of the MOU. Any amendments to the MOU or subsequent MOUs regarding the Connect Care Project shall be approved by the Board.

FISCAL IMPACT

El Dorado Transit initiated Connect Card on revenue fleet vehicles on January 25, 2017. The projected annual cost for El Dorado Transit is \$46,006 in operating and \$4,207 of capital expenses and is included in preliminary budget for Fiscal Year 2017/18.

	<u>Budget</u>
Connect Card Operations Fiscal Year 2017/18	\$46,006
Connect Card Capital Fiscal Year 2017/18	\$ 4,207

Attachments:

- A. Resolution No. 17-12 with Memorandum of Understanding
- B. Connect Card Regional Operating Rules, December 21, 2016
- C. Connect Card RSC FY2018 Budget 1/6/2017
- D. Connect Card Regional Service Center FY2018 Operating Budget Detail (Proposed)
- E. Formula for Determining Allocation of Operating Expenses and Capital replacement Reserve Expenses
- F. Share of Operating Expenses and Capital Reserve by Transit Agency

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-12**

RESOLUTION OF THE EL DORADO COUNTY TRANSIT AUTHORITY APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR THE GOVERNANCE OF THE REGIONAL CONNECT TRANSIT CARD SYSTEM ON-GOING OPERATIONS AND AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS/HER DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) desires to continue participating in the regional Connect Card System; and

WHEREAS, Governance of the Regional Connect Card System is through a Memorandum of Understanding incorporated as Exhibit A to this resolution includes the following members:

- | | |
|--|-------------------------------------|
| Sacramento Area Council of Governments | County of Placer |
| Sacramento Regional Transit | County of Sacramento |
| City of Elk Grove | El Dorado County Transit Authority |
| City of Folsom | Yolo County Transportation District |
| City of Roseville | Yuba-Sutter Transit Authority |

WHEREAS, the Memorandum of Understanding outlines the roles and responsibilities of transit agency members and future members, and

NOW, THEREFORE BE IT RESOLVED, that the El Dorado County Transit Authority hereby approves the Memorandum of Understanding Regarding Governance of the regional Connect Transit Card System On-Going Operations (MOU) incorporated as Exhibit A, and

BE IT FURTHER RESOLVED, that the Board of Directors authorized the Executive Director to sign and accept any and all agreements and amendments, subject to minor non-material alterations as determined necessary by El Dorado County Transit Authority staff and Legal Counsel.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF EL DORADO TRANSIT at a regular meeting of said Board held on the 2nd day of March 2017 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

**MEMORANDUM OF UNDERSTANDING REGARDING
GOVERNANCE OF THE
REGIONAL CONNECT TRANSIT CARD SYSTEM
ON-GOING OPERATIONS**

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE GOVERNANCE OF THE REGIONAL CONNECT TRANSIT CARD SYSTEM (“MOU”) is effective as of the ___th day of **January 2017**, by and among the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”), the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a regional transit district duly organized and existing under the laws of the State of California (“RT”), the **CITY OF ELK GROVE**, a municipal corporation duly organized and existing under the laws of the State of California (“Elk Grove”), the **CITY OF FOLSOM**, a charter city duly organized and existing under the laws of the State of California (“Folsom”), the **CITY OF ROSEVILLE** a charter city duly organized and existing under the laws of the State of California (“Roseville”), **COUNTY OF PLACER**, a political subdivision of the State of California (“Placer County”), **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (“Sacramento County”), the **EL DORADO COUNTY TRANSIT AUTHORITY**, a California joint powers agency (“ED Transit”), the **YOLO COUNTY TRANSPORTATION DISTRICT**, a transportation district duly organized and existing under the laws of the State of California (“YCTD”), and **YUBA-SUTTER TRANSIT AUTHORITY**, a California joint powers agency (“YST”), with each party individually referred to as a “Member,” and collectively known as “the Members” in this MOU.

RECITALS

- A. The Regional Connect Transit Card System (“Connect Card”) is a smart card program in the greater Sacramento region developed as a cooperative effort amongst the Members providing for the electronic payment of fares by passengers on Member buses and/or railcars.
- B. The administrative functions of the Connect Card, as well as a customer call center, third party vendor network and on-line support portal, are managed by the Regional Service Center (“RSC”) on behalf of all Members.
- C. RT is the agency responsible for the daily operations of the RSC (“RSC Provider”), and is also a Member of Connect Card.
- D. The rules for participation in the Connect Card are outlined in the Connect Card Regional Operating Rules (“Regional Operating Rules”), which, among other things sets forth the standard operating procedures for the RSC services, the Connect Card privacy policy, the Connect Transit Card Brand Style Guide, and the financial positions and settlement process. Should conflicts occur between the Regional Operating Rules and this MOU, the MOU takes precedence and all other components of the Regional Operating Rules remain in effect.

Building on the success of cooperative work to develop and launch the Connect Card, Members wish to (1) provide for governance and policy decisions necessary for on-going operations of the Connect Card, (2) establish the roles and responsibilities of each Member for on-going operations and maintenance of the Connect Card; and (3) establish the cost responsibility for each Member for operations and maintenance.

AGREEMENT

NOW THEREFORE, the Members intending to be legally bound hereto agree as follows:

A. GOVERNING ON-GOING OPERATIONS OF THE CONNECT CARD

The Connect Card System will be governed by the Governance Committee (“Committee”). All Members except SACOG (the “Voting Members”) will appoint representatives (“Voting Representatives”) pursuant to Section A.1. SACOG will appoint a representative (the “Nonvoting Representative”) pursuant to Section A.2.

- 1) **Voting Representatives**. The following individuals, or their respective designees and alternates, will be appointed by the Voting Members to serve on the Committee: RT’s General Manager; Elk Grove’s City Manager; Folsom’s City Manager; Roseville’s City Manager; Placer County Transit’s General Manager; Sacramento County’s Director of Transportation; ED Transit’s Executive Director; YCTD’s Executive Director; and YST’s Transit Manager. The appointed individual from each Voting Member must provide the name, title and contact information of the designee and alternate to the Committee and the RSC before the designee or alternate may represent his or her agency in any Connect Card business.
 - a) New Members: Any new Voting Member added pursuant to execution of this MOU, will appoint its chief executive officer, or equivalent, or his/her designee and alternate, to serve as the Voting Representative on the Committee.
 - b) Each Voting Representative will receive notice of all meetings, will have the right to participate in Committee discussions, will have the right to place matters on the agenda, and will have the right to vote in accordance with Section A.1, below.
 - c) Alternates have the right to exercise his or her agency’s vote when the Voting Representative or designee is otherwise unavailable to participate.
- 2) **Non-Voting Representatives**. In addition to the Voting Representatives described above, the Chief Executive Officer of SACOG (or his designee) will serve as a Non-Voting Representative on the Committee.
 - a) Non-Voting Representatives will receive notice of all meetings, and will have the right to participate in Committee discussions, and have the right to place matters on the agenda, but will have no vote.

3) **Voting.** The Committee will strive to reach consensus on all decisions. However, if consensus cannot be reached, approval by a combination of RT, plus additional smaller Members is required to approve the action under consideration. The intent of this voting construct is to safeguard both large and small interests in Connect Card by requiring collaboration among large and small interests to ratify an action or proposal. RT is the single largest interest in Connect Card, responsible for approximately 70% to 80% of the riders, fare revenue, regional capital costs and regional operating costs. While RT does comprise both a majority and a supermajority on its own under an interest-based or proportional voting system, additional smaller Member votes have been added for ratification to ensure collaboration among large and small interests. The number of affirmative votes to ratify an action or proposal varies by the size of the Voting Member pool, as set forth below:

a) A quorum is required to call for a vote on the decision items reserved for the Committee (Section A.3), as defined below.

Total Number of Voting Members Party to MOU	Quorum
8-10 Voting Members	5 or more
11-12 Voting Members	6 or more
13-14 Voting Members	7 or more

b) All Voting Representatives will have one vote per Member agency.

c) Actions requiring a vote of the Committee (except actions for which a supermajority vote is required) must be ratified by the affirmative vote of RT, as the largest interest, plus additional smaller interests, as set forth below.

Total Number of Voting Members Party to MOU	Ratifying Vote Requirement
8-10 Voting Members	RT plus at least 3 other members
11-12 Voting Members	RT plus at least 4 other members
13-14 Voting Members	RT plus at least 5 other members

d) Decisions reserved for the Committee and requiring a ratifying vote for authorization are:

- i) The addition or subtraction of a Member (excepting a Member may opt out with a 90-day notice period) to this MOU and the Committee, as set forth in Section D of this MOU.
- ii) The annual RSC operating budget, scope of services and cost responsibility (cost shares) as well as amendments and changes in excess of five (5) percent (cumulative across the fiscal year) of the annual approved RSC budget. Note that while budgetary variances of five (5) percent or less do not require a vote for approval, they must be reported to the Committee in a timely manner.

- iii) The multi-year RSC regional capital plan (including cost, schedule and items to be purchased) for system upgrades, investment requirements and participant shares of upgrade/replacement costs, after accounting for any regional funding that may be available. Investments outside the approved plan likewise require approval by the Committee.
 - iv) Changes to the Regional Service Center (RSC) Provider, excepting that the current Provider can opt out with 180 days of notice pursuant to section B.2 of this MOU.
 - v) Legal actions and suits involving the Connect Card, including both the design and development project, and the Regional Service Center operations.
 - vi) Amendments proposed to this MOU and Committee recommendations on a proposed amendment to each Member's governing body.
 - vii) Adoption of the Connect Card Regional Operating Rules, along with significant updates and/or changes thereto when such update or change has a reasonable expectation of adverse impact to one or more Members. Minor updates and procedural changes that do not have a reasonable expectation of adverse impact to any Member do not require approval, but must be communicated to Members.
- e) Notwithstanding the provisions of Section A.3, the following actions by the Committee will require a supermajority defined as the affirmative vote of at least 75% (and must include RT) of the Voting Representatives present at the meeting in which a vote is taken:
- i) Termination of the MOU pursuant to Section E.5; or
 - ii) Removal of a noncompliant Member pursuant to Section E.8.
- 4) **Vote Notification and Procedures.** Committee Members will receive notification of an item for consideration reserved for Committee approval in section A.3 above at least (10) ten calendar days in advance of the meeting. Meetings, and voting, will be conducted in accordance with Roberts Rules of Orders, provided that in the event of a conflict, such rules will be superseded by this MOU.
- 5) **Committee Costs.** The Members will be responsible for the ordinary and usual costs incurred as a result of Committee participation, including but not limited to, mileage expenses and personnel time associated with attending and staffing the Committee meetings.
- 6) **Mediation.** If ratification requirements cannot be met by the Committee, the Members may choose voluntary mediation to resolve the impasse. The mediator and the process of mediation may be any that is acceptable to all affected parties.

B. ROLES AND RESPONSIBILITIES

- 1) **Member Roles and Responsibilities**. Each Member acknowledges and agrees to the following terms and conditions at all times during its participation in the regional Connect Card.
 - a. Member will abide by the latest approved Connect Card Regional Operating Rules (“Regional Operating Rules”), which will be posted on a web site accessible to all Members.
 - b. Member must purchase or lease, and maintain in good working order, all local equipment and systems required to participate in the Connect Card, including on board equipment, curbside sales machines (as appropriate), equipment to communicate Connect Card and account transactions to the RSC, and computers to review reports.
 - c. Member must comply with the financial positions and settlement process by timely making and accepting payments as required and set forth in the Regional Operating Rules, to include paying its share of operating costs and capital reserves.
 - d. Member acknowledges and agrees that RT, as set forth in the Regional Operating Rules, is (i) the entity responsible for the daily operations of the RSC; (ii) the owner and distributor of any application that resides on the Connect Card; and (iii) the owner of the software and data stored on the Connect Card and devices that are used for transit fare collection purposes within the system.
 - e. Member has the authority to adopt and change its own fare policy, structure and pricing, to include entering into joint fare agreements with other transit operators, and agrees to notify other Members and the RSC of any planned or proposed fare change at least 60 days in advance of the effective date.
 - f. Member will follow the latest version of the Connect Transit Card Brand Style Guide in all local marketing materials related to the Connect Card System.
 - g. Member will protect and secure the Connect Card hardware, software and proprietary security key. Member will maintain an accurate inventory of all locally owned Connect Card devices. If a Member disposes of equipment including a Connect Card read/write device, said Member will work with the RSC to remove any proprietary software and applications before disposal or sale and update the inventory.

- h. One or more of the Members may, at their own expense, audit the performance of the RSC under this Agreement. Upon reasonable notice, during normal working hours, the RSC Provider will provide access to, and facilities for, copying or electronic transfer of the financial records of the Connect Card.
- i. Member will cooperate with RSC auditors in the conduct of annual Connect Card audits, to include providing access to data and records of Connect Card transactions.
- j. Member will not hold the RSC Provider responsible for any funds deemed uncollectible, after reasonable attempts to collect said funds, by third party vendors, on-line transactions or telephone transactions with the customer service center.

2) **Regional Service Center (RSC) Roles and Responsibilities.** The RSC Provider acknowledges and agrees to the following terms and conditions at all times during its participation in the regional Connect Card.

- a. RSC shall abide by the latest approved Regional Operating Rules. The RSC is also responsible for the regular updating of the rules, to include sharing updates with the Committee and seeking approval consistent with Section A.3 of this MOU.
- b. RSC will manage and perform all of the functions set forth in the Regional Operating Rules to include the customer service call center, on-line customer self-service portal, account management, materials management, system accounting and auditing, positions reporting and settlement process, administrative functions and regulatory compliance.
- c. The RSC Provider will own or lease equipment necessary to support the customer service call center, on-line portal and third party vendor network, as well as all software, applications and data stored on Connect Card and devices system wide.
- d. RSC will make Member fare instruments available for sale/load through the on-line portal, customer service call center and the third-party vendor network.
- e. RSC will develop and report the annual operating budget, multi-year capital reserve plan and budget, and respective Member shares, as well as changes thereto, consistent with the Regional Operating Rules. The RSC will seek budgetary approvals consistent with Section A.3 of this MOU.
- f. RSC will provide Members regular reports, data and annual audit results on regional Connect Card fare revenues and expenses, to include Member shares. Progress against the approved capital investment plan will likewise be reported.

- g. The RSC Provider has the authority to contract for RSC services in part or whole, following its own procurement and personnel policies and consistent with the Regional Operating Rules. That said, the RSC shall share information with the Committee on significant contracting efforts not included in the annual budget and afford the opportunity for comment and input by the Committee.
- h. Should the RSC Provider decide to terminate its responsibility for RSC operations, it shall provide a minimum of 180 days of notice to the Committee and assist in the transition.

3) **SACOG Roles and Responsibilities**. SACOG served as the lead agency in the development, design and implementation of the Connect Card system, providing significant value to Members and the region. Several ongoing roles, in addition to non-voting member, are expected of SACOG.

- a. SACOG holds the contract with INIT, the hardware, software and Connect Card system vendor, and is expected to continue in the role of active contract management to ensure full and complete delivery of an operational and performing smart card system.
- b. As the contracting entity for the Connect Card system, SACOG will help Members submit and resolve warranty claims to the vendor.
- c. SACOG funded the vast majority of the development of the Connect Card costs through state and federal grants, and is expected to continue the role of pursuing funding for the ongoing operations and capital investment needs of Connect Card.
- d. SACOG will endeavor to transfer title of local and regional Connect Card hardware, software and applications consistent with the Regional Operating Rules and this MOU.
- e. SACOG will be reimbursed for reasonable expenses incurred in support of Connect Card operations. Costs eligible for reimbursement must be detailed in terms of scope and cost in the annual RSC budget, reviewed and approved by the Committee, and costs within the approved budget invoiced to the RSC in a timely manner.

C. **COST RESPONSIBILITY**

- 1) **Connect Card Regional Operating Rules**. The Regional Operating Rules shall specify the high-level process and responsibilities for developing and approving annual regional Connect Card budgets, cost sharing methodology, multi-year capital

investment plan, unclaimed revenues and the monthly financial clearing transactions. The RSC is responsible for updating the Regional Operating Rules. Changes with a reasonable expectation for adverse impact to one or more Members require Committee approval pursuant to Section A.3 prior to implementation. Changes to any cost responsibility element (e.g., operating cost, unclaimed revenue, capital cost share methodologies) may be approved by ratifying vote of the Committee through a change in the Regional Operating Rules without amending this MOU.

- 2) **Cost Share Method.** Each Member will be responsible for all of their local costs to participate in the Connect Card System, as well as their share of regional costs from RSC managed services. Initially, regional cost shares will be determined based on each Member's verified share of regional annual unlinked passenger trips and fare revenue collected (weighted equally) for those services participating in Connect Card. After Members build experience and reliable data on actual card use, it is anticipated that the cost sharing methodology may be changed. Such a change requires a ratifying vote by the Committee and an update to the Regional Operating Rules, and does not require amendment to this MOU.
- 3) **Capital Costs.** Members will create a capital reserve for the local cost share (assuming state and federal grants cover part of the cost) of regional hardware and software replacement, upgrades and enhancement. A capital reserve is intended to smooth out costs charged to Members over time, increase predictability of costs, and allow planned and approved investment to occur in a timely manner. The Regional Operating Rules will provide specifics guiding regional capital plan development and cost sharing requirements. The multi-year capital investment plan, and associated cost shares, must be approved by the Committee.
- 4) **Unclaimed Revenues.** As with any stored value transit card system, some cards with a cash balance will become and remain inactive. The Regional Operating Rules will provide details on how and when inactive cards will have balances swept, how said balances are to be shared among Members, and the rules for adding swept funds back on customer request, if applicable. Unclaimed revenues will be reported as fare revenue in RSC reports along with specific shares for each Member.
- 5) **Single Monthly Clearing Transaction.** In the interest of efficiency and effectiveness, a single monthly clearing transaction is required of every Member (i.e., either receiving or sending funds) encompassing fare loads on cards, revenue collected from customer travel, operating cost responsibility, capital reserve cost share, unclaimed revenues, uncollectible payments (if any), and adjustments as may be needed. While the RSC will report all revenue collected and earned by each operator monthly, payments will be constrained by cash flow. Some revenues will be paid to the RSC in arrears (e.g., third party network sales, corporate accounts), and said revenues will be distributed once received. Monthly reports will detail each category of cost and revenue allocated to each Member, to include any balances carried forward.

D. NEW MEMBERS

- 1) **Committee Review.** The Committee will review any application for membership and will determine terms and conditions of membership, as well as any funding contribution required for membership, as set forth below in section D.2. The applying agency or entity will submit to the Committee a resolution adopted by its governing body, accepting the recommended term, cost responsibility and conditions of membership. If the application is approved by the Committee, the agency or entity will become a Member upon its execution of this MOU.
- 2) **Funding Contribution.** Upon the acceptance of a new Member to this MOU, the new Member will be assessed a funding contribution consisting of a prorated cost share of operations, prorated share of capital reserves, and a one-time entry cost. The one-time entry cost includes the resources required to add a member to all marketing materials, web portal, customer call center, fare tables, clearing reports and a share of prior member investment to develop the system.
- 3) **Potential for Non-Transit Participants.** It is possible that new Connect Card applicants may include non-transit entities (e.g., parking, bike share, retail) with a different financial transaction profile than transit. The Committee will have the right to create a licensing agreement for non-transit participants that allows use of and participation in the Connect Card without representation on the Committee. Said participants will be referred to as Licensees and not as Members, and have responsibility for complying with the Regional Operating Rules.

E. GENERAL PROVISIONS

- 1) **Indemnity.** To the maximum extent permitted by law, each Member (the “Indemnitor”) agrees to hold harmless, defend and indemnify the other Members, their officers, agents and employees, from and against any and all liabilities, claims, or damages of any nature, including, without limitation, personal injury, including death, or property damage, resulting from the negligent or willful actions or inaction of the Indemnitor, its officers, agents, or employees, under the terms of this MOU. *This Section shall survive the transfer, assignment, or termination of this MOU.*
- 2) **No Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions will be reserved to the Members of this MOU. Nothing contained in this MOU will give or allow any claim or right of action whatsoever by any third party. It is the express intent of the Members to this MOU that any such person or entity, other than the Members, receiving benefits or services under this MOU will be deemed as an incidental beneficiary.
- 3) **Limitation of Authority.** Notwithstanding any provision in this MOU to the contrary, nothing herein is intended to require any action or inaction by any Member that is in conflict with the Member's local ordinances, regulations, and/or other governing documents. Furthermore, this MOU will not require or permit any Voting Representative

or Non-Voting Representative to take any action or exercise any authority that has not been properly delegated to him or her by the Member's governing body; any such action taken by a Voting Representative or Non-Voting Representative will not be binding on the Member.

- 4) **Withdrawal.** Upon ninety (90) days advance written notice to the Committee, RSC and SACOG's CEO, any Member may withdraw from the Connect Card and this MOU. The withdrawing Member will relinquish any and all rights to utilize the Connect Card brand and trademarks to the RSC. The withdrawing Member must pay all costs reasonably related to the removal of the withdrawing Member from the Connect Card System, including the customer call center, on line self-service portal, third party vendor network, marketing materials, fare tables, and financial reports. These costs will be documented by the RSC and provided to the withdrawing Member in the form of an invoice. The withdrawing Member must also complete all final financial settlement transactions as required by the Regional Operating Rules. If reimbursement is required as a result of grants used to purchase equipment, software and services, the withdrawing Member will be responsible for those costs. The withdrawing Member's contributions to the capital reserve remain with the Connect Card system, reflecting the cost of capital consumed during their participation in Connect Card. The withdrawing Member must also allow the RSC access (electronic and/or physical as may be required) to remove the security key and proprietary software from all Connect Card devices. If the withdrawing Member's Connect Card equipment has remaining useful life, the Member will explore options for transferring, selling or leasing the equipment to another Member to support the regional fare collection system. Following the date of withdrawal and satisfaction of responsibilities listed herein, the withdrawing Member will incur no additional financial liability for the Connect Card, except for any liabilities accruing under Section E.1 prior to the date of withdrawal.
- 5) **Term and Termination.** This MOU will be effective as of the date first above written and will remain in effect until terminated by a supermajority vote of the Committee pursuant to Section A.3; provided, however, that this MOU may not be terminated until all outstanding obligations and liabilities of the Connect Card System have been paid in full or provision has been made for payment in full.
- 6) **Amendments.** Any Member may propose amendments to this MOU by taking the proposal to the Committee for consideration. Except for amendments that are specifically authorized herein to be approved by the Committee, this MOU may only be amended by a written amendment approved by the governing bodies of all of the then-current Members. Members shall have one hundred eighty (180) days after recommendation by the Committee to approve or disapprove a proposed amendment. If a Member fails to approve or disapprove an amendment within this period, the Member shall be deemed to have disapproved the amendment.
- 7) **Notices.** Communications under this MOU may be provided in writing by regular mail, e-mail, or fax, except that any notices or demand on other parties including, but not limited to, a Member's notice of its intent to withdraw from this MOU, will be in writing

and will be deemed to have been given if delivered in person or deposited in any United States Postal Service mail box, sent by registered or certified mail, return receipt requested, and first class postage prepaid, addressed to the Member for whom it is intended as follows:

RSC Manager Connect Card System	Copy to: General Counsel
Chief Executive Officer Sacramento Area Council of Governments 1415 L Street, Suite 300 Sacramento, CA 95814	Copy to: General Counsel Sacramento Area Council of Governments 1415 L Street, Suite 300 Sacramento, CA 95814
General Manager/CEO Sacramento Regional Transit P.O. Box 2110 Sacramento, CA 9512-2110	Copy to: Chief Legal Counsel Sacramento Regional Transit P.O. Box 2110 Sacramento, CA 9512-2110
City Manager City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Copy to: City Attorney City of Elk Grove 8380 Laguna Palms Way Elk Grove, CA 95758
City Manager City of Folsom 50 Natoma Street Folsom, CA 95630	Copy to: City Attorney City of Folsom 50 Natoma Street Folsom, CA 95630
City Manager City of Roseville 311 Vernon St Roseville, CA 95678	Copy to: City Attorney City of Roseville 311 Vernon St Roseville, CA 95678
Transit General Manager County of Placer 175 Fulweiler Avenue Auburn CA 95603	Copy to: County Counsel County of Placer 175 Fulweiler Avenue Auburn CA 95603
Director of Transportation Sacramento County 827 7 th Street, Suite 304 Sacramento, CA 95814	Copy to County Counsel County of Sacramento 700 H Street, Suite 2650 Sacramento, CA 95814
Executive Director	Copy to: County Attorney

Revised 01/05/2017

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

County of El Dorado
515 Main Street
Placerville, CA 95667

Executive Director
Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

Copy to: District Counsel
Yolo County Counsel
625 Court Street, Room 201
Woodland, CA 95692

Transit Manager
Yuba-Sutter Transit Authority
2100 B Street
Marysville, CA 95901

Copy to: General Counsel
Yuba-Sutter Transit Authority
2100 B Street
Marysville, CA 95901

- 8) **Cures and Remedies**. If a Member repeatedly fails to perform an obligation under this MOU, the RSC will issue a cure notice to said Member, and share the notice with the Committee. The notice will require a plan and schedule for correction from the non-compliant party, and the plan will be submitted to the RSC and the Committee within ten business days of the cure notice. Members will have the right to bring an action for specific performance, damages, and any other remedies available under this MOU, at law or in equity. The Committee also has the power to terminate the non-compliant Member's participation from the Connect Card system with a supermajority vote pursuant to Section A.3.
- 9) **Non-Discrimination**. The Members will comply with the non-discrimination requirements under federal and state laws, regulations, and grants applicable to the Connect Card system. Nondiscrimination requirements will apply to, but are not limited to, contractors, consultants and employers engaged on the Connect Card.
- 10) **Compliance with Law**. The Members will comply with applicable federal, state and local law, as well as with applicable rules, regulations and grant requirements in the ongoing operations of Connect Card.
- 11) **Governing Law**. This MOU will be interpreted and constructed according to and enforced under the laws of the State of California. The Members agree that the Superior Court of the County of Sacramento, California will have exclusive jurisdiction and venue over any legal action arising under this MOU.
- 12) **Waiver**. No term or provision of this MOU will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Member or Members claimed to have waived or consented. Waiver of any breach or default of this MOU will not be deemed a waiver of any subsequent breach or default. Waiver of any such breach or default will not be construed to be a modification of the terms of this MOU, unless stated to be such through written approval of all Members.

- 13) **Transfer or Assignment.** No Member will transfer or assign a portion or all of its responsibilities under this MOU, except with the prior authorization of the Committee.
- 14) **Entire Agreement.** The Members agree that this MOU is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- 15) **Severability.** If any term or provision of this MOU or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this MOU will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
- 16) **Headings.** The headings used in this MOU are for convenience only and have no effect on the content, construction, or interpretation of the MOU.
- 17) **Counterparts.** This MOU may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, SACOG, Sacramento Regional Transit District, City of Elk Grove, City of Folsom, City of Roseville, Yolo County Transportation District, Yuba-Sutter Transit Authority, County of Placer, County of Sacramento and El Dorado County Transit Authority have each caused their duly authorized officers to execute this MOU effective as of the date first written above.

VERSION 1.0

**CONNECT CARD REGIONAL
OPERATING RULES**



December 21, 2016

| December 21, 2016

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Glossary of Terms

Term	Definition
Autoload	A program where stored value, a transit pass and/or a stored-ride ticket is automatically reloaded to a customer's fare card. Registered Connect Card customers nominate the value of stored value, and/or type or transit pass and stored-ride ticket to be loaded to their fare card either on a periodic or as-needed basis. Subscribers preauthorize an electronic fund transfer from their bank account or credit card charge to fund the Autoload. Autoloads can be pushed out to a particular fare card ("Directed") or set-up to occur automatically based on upon pre-set parameters ("Threshold").
Balance Protection	A program of registering fare cards that provides for transfer of value from a fare card that has been reported lost, stolen or damaged to a replacement fare card, at the same value as of the time the original fare card was reported lost, stolen or damaged.
Business Days	Are defined as Monday through Friday, excluding holidays.
Card Initialization	The process of taking a generic card and enabling its use in the Connect Card system.
Chargeback	A chargeback occurs when a credit card company disputes a credit card charge accepted by the Connect Card Regional Service Center and seeks to retrieve the value of the charge.
College/Vocational (C/V) Program	A reduced fare program in the region, allowing for reduced fare passes on fare cards.
Committee	The group authorized by the Connect Card MOU consisting of at least one representative of each Member agency, having Connect Card equipment (or software) operational within their fare collection system. This group is responsible for operational and governance decisions as defined in the MOU and Regional Operating Rules.
Commuter Benefits	Transit fare benefits provided to employees or clients of an organization, to include commercial enterprises and social services providers. A

Term	Definition
	significant component of commuter benefits is the Federal Government-supported, employer-sponsored tax benefit program through which employers can give employees tax-free benefits to be used for public transportation.
Concession Fare Category	Any fare category in a Participant system that receives a discount off of the Regular fare for a given rider group.
Connect Card Application Issuer	The entity that owns and distributes any specific application that resides solely or jointly with other applications, on the Connect Card fare card. Currently this is RT.
Connect Transit Card Issuer	Any entity, approved by the RSC to issue fare cards with the Transit Application allowing use in Connect Card.
Connect Card Participant (Participant)	Transit Agencies or other organizations that have agreed to adopt and abide by the Connect Card Regional Operating Rules and who have either purchased and installed Connect Card equipment (and/or software), or are in process of purchasing Connect Card compatible equipment.
Days	Are defined as calendar days.
Fare Card	A smart card, which is a credit card sized card that has a microprocessor, memory, and an input/output interface (antenna and/or contact plate) and works within the Connect Card system.
Fare Card Value	Fare card value includes stored value, transit passes and stored-ride tickets in accordance with Participant fare policy.
Financial Date	The Financial Date is the recording date of record for Connect Card transactions and data. It is not updated over time, and is used to produce the monthly Positions Summary and Settlement Report. Changes reported on transactions (e.g., lost or stolen cards, delayed reporting, credit card challenges) become part of the Financial Date record on the date reported, and do not adjust prior entries.

Term	Definition
Government/Organization (GO) Programs	Current or planned programs to provide transit benefits and/or transit privileges to employees, students, clients of social service organizations, government agencies, not-for-profit organizations, schools, and Participants' employees.
Hard Lock	The process for blocking the entire fare card from use in the Connect Card system, including the Transit Application and any other applications on a multi-application fare card.
Hotlist	The list of cards that are blocked from further use in Connect Card, typically as a result of a registered card being reported lost or stolen.
Interactive Voice Response (IVR)	Telecommunications infrastructure provided by the Regional Service Center Provider to automatically answer with a pre-selected menu of information request options or transaction processes and to automatically route calls to customer service representatives at any point in the call.
Member	Refers to entities that are party to the MOU regarding oversight of Connect Card on-going operations.
Multi-function Point of Sale (MPOS)	This device is located at the Regional Service Center and Member agencies as these devices have the capability to create and initialize fare cards, set the rider-class, and load regional products on to fare cards.
Participant Customer Service Outlet	Any existing Customer Service Locations run by Connect Card Participant that provide Participant system-specific and Connect Card program information.
Personalization	The process of incorporating a photograph or other physical identifier on the fare card.
Positions Summary and Settlement Report	The monthly financial report detailing revenues collected, revenues earned, operating cost, capital reserve contribution, and financial adjustments by operator and for Connect Card regionally. The summary shall also report the amount to be transferred to or from each Participant and the RSC.
Ratifying Vote	Voting requirements to approve or ratify a decision reserved for the Committee are detailed in the MOU (e.g., RT plus three additional voting Members for a

Term	Definition
	simple majority, 75% of Members present including RT for a supermajority).
Reconciliation	The process of verifying daily transactions against corresponding dollar amounts from all Connect Card systems and devices.
Regional CDCS (Central Data Collection System)	The central computer system which provides Participant “Headquarter” systems and the regional Connect Card database and systems.
Regional Operating Rules	The rules by which the Participants will manage and operate the Connect Card program.
Regional Service Center Provider	The entity that operates the Regional Service Center including the web portal, customer service center, financial reporting and settlement, and the third-party vendor network. Sacramento Regional Transit District (RT) is the RSC provider.
Registration	The back-end process of linking a fare card to cardholder specific data (e.g. name, address, phone number).
Retail Sales Device	These are counter-top sales devices with an attached smart-card read/write component that loads regional products on to fare cards. Each device has a configuration file which allows it to sell any set of regional fare products available on Connect Card.
Rider Category	The type of rider – Regular, Senior (by age classification), Disabled, Student, or College/Vocational.
Rider Class	The fare card will be initialized with one rider class. The rider class can determine what (if any) discounted fares a cardholder is eligible to receive on each Participant’s services (including different discounts by age of the cardholder).
Settlement	The system calculation of what money is owed to/from the Participants and the RSC based on Connect Card transactions or Connect Card related services provided.
Settlement Bank	Designated financial institution that processes the settlement financial transactions submitted by the Regional Service Center and posts the transactions to the Participants’ bank accounts as a result of Connect Card Settlement.

Term	Definition
Stored value	Electronic dollars stored on a fare card used to pay for transit rides and potentially other services.
Transaction Date	Reports run on the Transaction Date are subject to update over time as additional data is received by the Connect Card system (e.g., lost or stolen card, credit card challenges, delayed reporting).
Transit Application	The software and data stored on the fare cards or devices that will be used for all transit fare collection purposes (including the loading of stored value or passes, the collection of fares, and the validation of the fare products issued on behalf of the Participants).
TBD – To Be Determined	The sections of the document with this classification are awaiting either policy or operational direction on the contents for this section. As these sections are developed they will be incorporated and the revision of this document updated, after approval as provided for in the MOU.
Third-Party Vendor	A party (e.g., third-party vendor, Participant, government agency) who sells or otherwise provides fare cards and value loading (e.g., stored value, transit passes, stored-ride tickets) for Connect Card.

PURPOSE OF THIS DOCUMENT

These Regional Operating Rules establish parameters and procedures for the ongoing operation and maintenance of the Connect Transit Card System (Connect Card). This document identifies transit operators' responsibilities related to implementation, operation, and maintenance of the system, the Regional Service Center's (RSC's) responsibilities related to implementation, operation and maintenance of the system, and system policies and standard operating procedures (SOPs). The rules and policies contained in this document are not intended to describe procedures for every scenario that will arise related to the implementation, operation and maintenance of the Connect Card system. If any element of this document, to include the appendices and attachments, conflicts with the MOU, the MOU supersedes and all other elements of the Regional Operating Rules remain in effect.

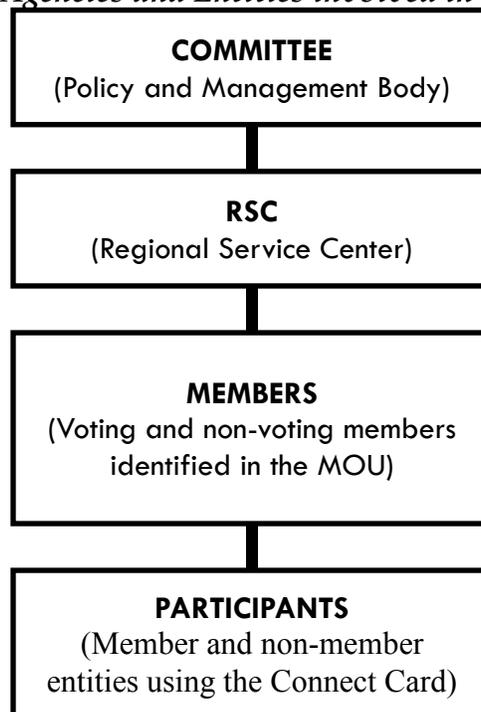
This document is comprised of a number of smaller files representing individual SOPs and associated policies, a marketing brand style guide, a settlement diagram and privacy policy to facilitate easy update. It is a living document, and all participants are expected to maintain compliance with current rules and policies. The latest version of the Regional Operating Rules and all associated files can be found at <ftp://ftp.sacrt.com/connectcard>.

1. INTRODUCTION

The Connect Transit Card System (Connect Card) is a regional smart card program providing for electronic payment of inter- and intra-participant fares across the participating transit agencies in the six-county Sacramento area. The administrative and centralized customer service operations of the Connect Card will be managed by the Regional Service Center (RSC). This document defines the operating rules governing the Connect Card Participants and the RSC, and is intended to implement the terms and intent of the Connect Card Memorandum of Understanding for Operations (MOU) on behalf of the Connect Card Members (all of whom are party to the MOU). In the event of any conflicts between the MOU and these Regional Operating Rules (to include appendices and attachments), the MOU supersedes, and all other elements of the Regional Operating Rules remain in effect.

The roles for agencies and entities involved in Connect Card are identified in the MOU and include: the policy and management Committee, the RSC, Members (as defined in the MOU), and non-transit participants (if any). Where the Committee acts as the policy and management body for Connect Card, RSC serves as the program administrator providing regional customer and business services, Members are the transit operators and the Sacramento Area Council of Governments who signed the MOU, and Participants refer to all parties that use Connect Card including Members and non-members.

Figure 1.1 - Agencies and Entities involved in Connect Card



A list of roles and responsibilities for each group mentioned above can be found in the MOU as well as this document. The Committee is a non-fiduciary governing body, with specific rights and responsibilities described in the MOU. All decisions and authorities not explicitly reserved for the Committee remain with the Member agencies and their governing boards.

These Regional Operating Rules are comprised of multiple smaller documents to facilitate ease of use and update. The document includes: text providing context and specifics of the Regional Operating Rules, standard operating procedures (SOPs) providing details of specific Connect Card business processes, the regional Connect Card Brand Style Guide for all marketing materials referencing Connect Card, a flow of revenues document, a sample monthly Positions Summary and Settlement Report, and the Connect Card Privacy Policy. The Regional Operating Rules comprise a living document, and as such the current, authoritative version is maintained on a website available to all Participants at <ftp://ftp.sacrt.com/connectcard> and will be updated regularly by the RSC. It is every Participant's responsibility to maintain compliance with the latest version of the Regional Operating Rules located at that site.

2. PARTICIPANT CERTIFICATION PROCESS

Any transit agency or other entity seeking to join the Connect Card system must be approved by the Connect Card policy and management body (Committee), or its selected agents. The certification steps are:

- a) Applicant must submit a request to participate to the RSC or any Committee Member.
- b) The RSC will prepare and provide the applicant with a cost estimate for participation to include their share of regional operating costs, regional capital reserve, and cost to add a participant (e.g., to self-service website, customer service center, third party vendor network, fare tables, positions and settlement reporting). RSC will also provide the applicant appropriate documents which may include the MOU or licensing agreement, the Regional Operating Rules, and other information.
- c) Applicant's Board must approve the application, MOU or licensing agreement, and cost responsibility prior to becoming a participant.
- d) The RSC will forward the materials to the Committee for consideration. Approval will be provided through a ratifying vote (as defined in the MOU) either at a scheduled meeting, conference call, or electronic poll.
- e) Applicant must sign the MOU or licensing agreement, obtain locally required Connect Card equipment, and adopt and comply with these Regional Operating Rules to finalize participation. The RSC will inspect the applicant's Connect

Card equipment and system to verify the ability to participate in the regional fare collection system.

- f) When all requirements for participation have been met, the RSC will activate the new participant account(s) and add them to fare tables, the third-party network sales, customer service call center, on-line web portal and marketing materials.

3. REGIONAL SERVICE CENTER

Management of regional customer service and card operations are the responsibility of the Regional Service Center (RSC), and include the following functions:

- a) Card Base Management - issue and fulfil smart card requests, maintain and manage customer accounts, including updates to autoloading preferences and the Hotlist.
- b) Fare Instruments Management - make Participant fare instruments available for sale/reload through the on-line portal, customer service call center and the third-party vendor network.
- c) Customer Service - provide support to the participating agencies, cardholders, the third-party vendors and corporate account holders.
- d) Distribution Management - procure and manage inventory of smart cards and the subsequent distribution of new and replacement cards to customers, the Participants and third-party vendors.
- e) Third-Party Vendor Management - enroll and manage accounts of existing and new third-party vendors for Connect Card.
- f) Regional Connect Card systems operation and monitoring - manage and maintain the central computer systems including but not limited to system back-up and recovery, fare table updates, and system alarm response.
- g) Financial Management - provide general accounting, budgeting (regional operating and capital costs), financial reporting services, annual financial audit, monthly positions and settlement reporting, and funds movement/clearing services for Connect Card.
- h) Regional Operating Rules - update, maintain, and make available these Regional Operating Rules and associated documents on a web portal available to all Participants.
- i) RSC Provider - The Sacramento Regional Transit District (RT) will serve as the RSC provider, accounting for costs of the RSC in an auditable manner (e.g., similar to grant accounting).

4. FUNDING OF THE REGIONAL SERVICE CENTER

The RSC will provide Participants with an estimated annual operating and capital reserve budget, as well as cost shares for each Participant, not later than the 25th of January for the coming fiscal year. If the 25th falls on a weekend or holiday, the budgets are due no later than the first business day following the 25th. Activities in support of Connect Card operations where SACOG is requesting reimbursement from transit operators must be detailed with corresponding costs and submitted to the RSC not later than the (10th) tenth day of January to be included in the RSC operating budget. All Participants must submit their verified cost share data (e.g., passenger boardings and fare revenue for modes participating in Connect Card for the most recent completed fiscal year) to the RSC no later than the (10th) tenth day of January. It is the intent that participating transit agencies would use the RSC budget information in their annual budgeting process. The Members will be provided sufficient detail and information to support discussion and consideration of the RSC budgets, to include capital investment planned in the current fiscal year, through a ratifying vote of Members. The RSC budget and shares approved by the Committee will be reported and recommended to their respective governing bodies as part of each Participant's annual operating and capital budgeting process. RT will include the entire Committee-approved RSC budget, as well as RT's operating and capital cost shares, to its Board of Directors as part of the annual budget consideration process. The RSC will provide Participants the final budgets, including Participant shares, within (5) five business days of adoption by its governing Board (i.e., Sacramento Regional Transit District Board of Directors). The RSC will manage costs to the approved budget, and report and charge cumulative budget variances up to (5) five percent of the annual budget total to the Members. If an annual budget variance of more than (5) five percent is anticipated, the RSC must seek approval of a budget amendment via a ratifying vote of the Members before invoicing Participants for the excess budget variance.

Participants will pay a share of the Regional Service Center operating costs and capital reserve monthly (e.g., 1/12 or other monthly allocation as determined by the RSC), as part of the settlement process. Regional cost shares will be determined based on each Participant's share of regional annual unlinked passenger boardings and fare revenue collected (weighted equally) for those services (e.g., modes) participating in Connect Card applied to the total annual operating cost and capital reserve of the RSC. The National Transit Database (NTD), or other audited database (e.g., Triennial Performance Audits), will be the source for annual passenger boardings and fare revenue by transit agency and mode, using the most recent verified numbers available to determine current year cost share by Participant.

The capital reserve will be established for regional capital replacement, upgrade and enhancement of RSC managed hardware and software supporting the Connect Card

system. The capital reserve is intended to smooth out costs charged to Participants over time, increase the predictability of costs, reflect the cost of capital consumed, and allow planned and approved investment to occur in a timely manner. As part of the capital reserve budget, the RSC will provide an inventory of regional capital assets by type, their purchase price, useful life, estimated annual escalation rate for these capital items, and local funding share (assuming some proportion of capital costs would be paid from state and federal funding). Participant capital reserve cost shares will mirror the operating cost shares in terms of percentage allocation by Participant.

Revisions to this cost model will be considered as necessary in future years when Members have fully deployed Connect Card capabilities and achieved sufficient market penetration (e.g., 18 to 24 months after launch). Potential changes to the formulae may include using Connect Card activity data directly instead of the NTD, and/or changing the factors for determining cost share. Further, the Committee may decide to establish a minimum threshold for annual payment reflecting the nature and magnitude of fixed costs to maintain or add a participant (e.g., reporting, fare tables, web site, call center, third party vendor network, marketing materials). Any such change requires a ratifying vote of the Committee as defined in the Memorandum of Understanding (MOU), and an update to these Regional Operating Rules.

5. POSITIONS AND SETTLEMENT APPROACH

The monthly Positions Summary and Settlement Report must recognize:

- The revenue earned by each Connect Card Participant
- The Connect Card revenue collected by each Participant
- Each Connect Card participant's share of operating costs and capital reserves
- Adjustments as required (e.g., delayed data reported from prior month, claim resolution, uncollectible values, refunds, chargebacks, testing, sweeps of abandoned fare card revenue)
- The net amount due to or from the RSC for Connect Card by Participant.

All payments will be between the Connect Card Participants and the RSC; not between the Connect Card Participants themselves. Any revenue collected by a Connect Card Participant for the sale of another Participant's fare product(s) will be payable to the RSC and the RSC will recognize that revenue as part of the total revenue owed to each Connect Card Participant. Payments to/from the RSC each month will be net of all revenues earned, cash received, Participant's share of operating costs and capital reserves, and adjustments, such that a single amount due will be determined by the RSC to each Connect Card Participant or from each Connect Card Participant to the

RSC. The Participants all agree that, to the extent feasible, the amount due will be made in a single payment. However, the Participants further recognize that due to delays in billing and receipts, a subsequent second payment may be required when cash becomes available.

- a) Positions Reporting Period: The *Financial Date* record as recorded in the Connect Card system is used for calculating the regional Positions Summary and Settlement Report. Reports run based on Transaction Date are subject to update over time as additional data is received into the Connect Card database (e.g., lost cards with balance protection, reporting delay). However, reports run based on the Financial Date are not subject to update over time. As such, the regional Positions Summary and Settlement Report uses the Financial Date of record so that prior month's reports are not subject to continual update. Any transactions not captured in prior months due to reporting delays will automatically be included in the month the data is received by the Connect Card system. It is intended that the Positions Summary and Settlement Report will be provided the participants by the 5th day of each month covering the period ending the final day of the preceding month. In the event the 5th day falls upon a weekend or holiday, the report will be provided not later than the next business day.

Data elements provided by the RSC including web sales, corporate sales, and adjustments will be based on the financial date. Connect Card systems and data will be the official record for the Positions Summary and Settlement Report.

- b) Electronic Funds Transfer Date: Settlement payments between the RSC and the Connect Card Participants will occur on the 15th day of each month. If the 15th falls on a weekend or holiday, settlement shall occur on the next business day. Additionally, all payments must be made by an electronic fund transfer (EFT). EFT is the standard method of payment; any other payment arrangements require the approval of the Committee and the RSC.

Each Connect Card Participant is responsible to establish an EFT-capable account with the regional Connect Card bank account owned by RT, and must ensure that if funds are owed "to regional Connect Card," that there will be sufficient funds to cover the EFT on (or about) the 15th day of each month. Authorization of an electronic fund transfer can only be made by the owner of any bank account.

Corporate accounts and third-party vendor payments are made in arrears to the RSC. That is, fare instruments and/or cash are loaded onto customer

fare cards throughout the month, with payments due after the close of the month. As a result, Participants may earn revenue that is not yet available as cash to the RSC at the time of the Electronic Funds Transfer Date. In this case, the RSC will make Participant payments within available cash resources (less the stored value liability, cash flow funds needed to pay banking fees, operating costs for the current month, and capital reserves) on the EFT Date, and follow up with a second payment when funds are available.

The second payment, if necessary, is not accompanied by a new Positions Summary and Settlement Report; it is simply a second, timely payment in the amount due to a Participant from the monthly Positions Summary and Settlement Report. The RSC must report regional Connect Card account cash balance, funds distributed and funds owed to provide transparency into cash flow. When any owed balances remain at month's end, they will be added to the next month's Position Summary and Settlement Report as an adjustment, and paid accordingly.

- c) **Positions Summary and Settlement Report:** The data to be included in the regional Positions Summary and Settlement Report is to be organized by Revenue Earned, Cash Received, Adjustments, Operating Cost Share, Capital Reserve Share and balance due to or by each Connect Card Participant. An example of the monthly report is provided as Appendix C. Each reporting category must be thoroughly documented and supported.

Revenues Earned must include all revenues earned regionally and by Participant, to include fare instruments sold by type and by which entity, as well as cash transactions.

Cash Received must include all sales of fare instruments and cash loads through all elements of the Connect System (e.g., Participant, Third-Party Vendor, web portal, autoload, Corporate Accounts and other).

The regional *Operating Costs* of the RSC will be documented using the Financial Date and compared to the approved budget for the current month and fiscal year to date, along with Participant shares. Budget variance, positive and negative will be noted, and cost increases of greater than 5 percent of the annual operating budget must be approved by the Committee prior to passing those costs on to Participants.

The *Capital Reserve Share* by Participant will be shown, along with a detailed report of regional capital reserves balance, obligated capital expenditures,

and approved capital expenditures within the Capital Plan for the current fiscal year. *Capital Reserve Share* may include restricted funds and must not be used to cover monthly operating costs or settlement transactions.

Adjustments are to be detailed as to type, date and amount. Adjustments may include test transactions, balance protection transactions, card balance reinstatement, uncollectible funds, sweep of abandoned fare card balance, credit card charge challenges, delayed data reporting, unpaid amounts owed, and other adjustments to monthly Connect Card revenue or expense.

- d) Regional Stored Value Liability – The Stored Value accumulated over time will be maintained in the regional Connect Card bank account with net increases or decreases to the account balance determined by the Stored Value position from the monthly positions and settlement process. This is a liability to Connect Card until such time as the value is consumed by a cardholder or is otherwise classified. The accounting of the change to this regional fund and the total regional liability will be shown on the monthly Regional Positions Summary and Settlement Report.
- e) Connect Card Fees – Fare card fees collected from the RSC, third-party vendor locations and Connect Card Participants will be considered as regional Connect Card receipts and tracked as a separate line item within cash received. Fare card fees may be used to offset monthly operating costs, provide regional cash flow for settlement purposes, or other uses where approved by the Committee. Fare card fees are not to be included in revenues earned by any Participant.
- f) Zero Cost Value Products – Revenues, if any, associated with zero value products are to be collected by the Connect Card Participant. The RSC will facilitate product loading to fare cards, when requested by the Participant, but will not collect sales revenues. Sales/loads of these products will not be included in the monthly Positions Summary and Settlement Report and process. Note that cost responsibility calculations use all boardings, including free fares, to determine Participant shares.

6. CLAIMS

Any Connect Card Participant may file a claim with the RSC. RSC shall be responsible for all investigation and assessment though the Participant may provide their own supporting documentation and may be asked to support the investigative process. Valid claims shall be reported as part of the next month's Position Summary and

Settlement Report (under adjustments) and paid through the monthly financial settlement process.

Claims may be submitted for missing transactions due to:

1. A total loss of transaction data due to failure or damage to front-end devices (e.g., non-recoverable bus Connect Card reader failure), or
2. Other system failure resulting in data loss and/or error.

Grievances must be filed with the RSC no later than the quarter following the event in question. Grievances filed in an untimely manner will not be considered. Manual adjustments to correct the settlement position of the Connect Card Participant, if necessary, will take place within thirty (30) days of resolution. Affected Participants will be notified in advance of any adjustment.

Claims should not be submitted for transactions that have taken place on Connect Card Participant devices but have not yet been received into the regional RSC database (due to delays in probing fareboxes, for example). Such data will be recognized in the settlement calculations during the next Positions cycle, when it is entered into the regional RSC database.

Should the Participant wish to escalate a rejected claim, they may do so by petitioning the Committee for further review. The petition shall explicitly state the case for overturning the RSC claims review decision and provide such supporting documentation as may be needed. A ratifying vote (as defined in the MOU) by the Committee is required to overturn the rejected claim.

7. ADDITIONAL KEY PROGRAM POLICIES

The following additional program policies apply to all Participants of the Connect Card:

- a) All Participants will be responsible for setting and managing their own local fare policies, structures and tariffs. Participants may also collaborate to develop joint fare instruments and rules. Fare structure and pricing flexibility is designed into the Connect Card system, but there are limitations to that flexibility. It is prudent that Participants consider system capabilities when evaluating fare policy options if such fare instruments are to be offered on Connect Card fare media. Participants must notify the RSC and Committee of planned or proposed fare changes at least 60 days before implementation to allow for system update.
- b) The RSC provider will administer the back-office operations of Connect Card and direct the Regional Service Center in executing the rules contained in this document and the MOU. The Sacramento Regional Transit District (RT) is the

- RSC provider, reporting to the Committee, and responsible for the daily operation of the RSC.
- c) As with any stored value transit card system, some cards with a cash balance will become and remain inactive. The Standard Operating Procedures (contained in Appendix A) provide details on how and when inactive cards will have balances swept, how said balances are to be shared among Members, and the rules for adding swept funds back on customer request, if applicable. Unclaimed revenues will be reported as fare revenue in RSC reports along with specific shares for each Member.
 - d) The Regional Service Center is required to participate in an annual GAAP (Generally Accepted Accounting Principles) compliant financial audit, which can be part of the single audit of the RSC provider. In addition, the Participants will have the right to audit the performance of the Regional Service Center and any equipment, systems, databases and operations at any time, using either Participants' internal audit staff or a third-party auditor or consultant retained and paid for by the Participant. Upon reasonable notice, during normal working hours, the RSC service provider must provide access to, and facilities for, copying or electronic transfer of the financial records of the Connect Card.
 - e) Every Participant will follow the latest version of the Connect Transit Card Brand Style Guide in all local marketing materials and references related to Connect Card. Said Guide is incorporated into these Regional Operating Rules and included as Appendix D to this document.
 - f) The Committee and the RSC have collaborated on a series of Standard Operating Procedures (SOPs), which are incorporated into these rules and attached as Appendix A. The SOPs are not intended to cover every process and decision required in Connect Card operations. SOPs are intended to provide consistency of operations and decisions across Participants and the RSC.
 - g) The RSC and all Participants must maintain confidentiality and privacy of all cardholder personal information consistent with the current Cardholder Confidentiality Policy attached and incorporated into the Regional Operating Rules as Appendix E.

8. DEVELOPMENT OF REGIONAL OPERATING RULES

This document was developed and reviewed under the direction of representatives of the Participant agencies through the Committee established by MOU to oversee ongoing operations of Connect Card.

9. UPDATE OF REGIONAL OPERATING RULES

It is the responsibility of the RSC to maintain and update these Regional Operating Rules, and make them available to all Participants on the shared web portal

(ftp://ftp.sacrt.com/connectcard). Any Member may propose an update or modification to the Regional Operating Rules. Adoption of the Connect Card Regional Operating Rules is by ratifying vote of the Committee, as defined in the MOU. Significant updates and/or changes thereto with a reasonable expectation of adverse impact to one or more Members also require Committee approval prior to implementation. Minor updates and procedural changes that do not have a reasonable expectation of adverse impact to any Member do not require approval, but must be communicated to all Participants. All changes, large and small, must be posted on the shared web portal for 30 days prior to implementation.

APPENDIX A:
STANDARD OPERATING PROCEDURES

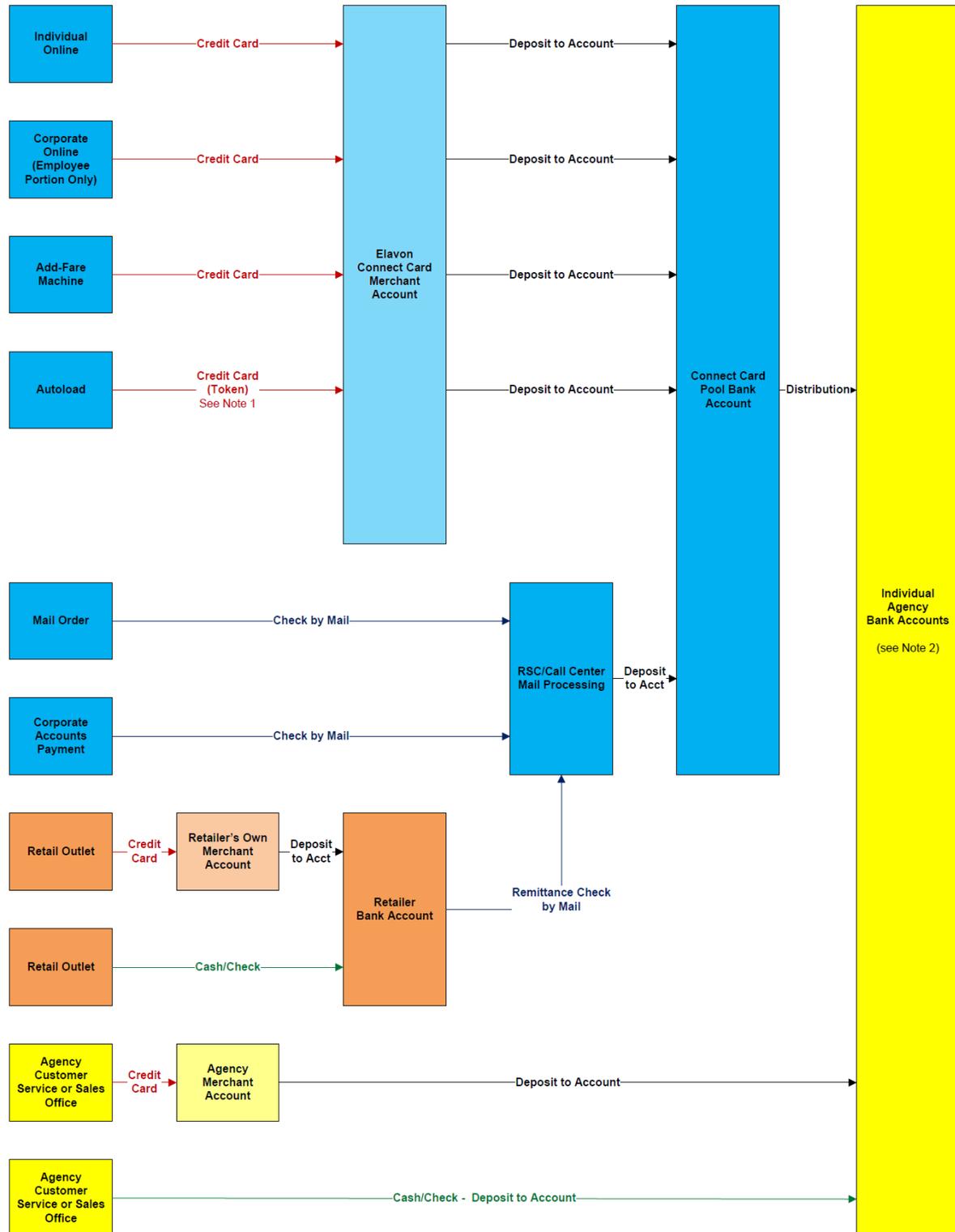
December 21, 2016

VERSION 1.0

Up to date Standard Operating Procedures (SOPs) are available on the shared website: <ftp://ftp.sacrt.com/connectcard/SOPs/>

APPENDIX B:
FLOW OF REVENUE DIAGRAM

Connect Transit Card System Financial Settlement Flow of Revenue Receipts



NOTES:

- **General:** All transactions are recorded by the central system at the Regional Office Center
- **Note 1:** Autoloads: Credit Card personal information is securely held by Elavon; RSC instructs Elavon to process a credit card transaction for autoloading using a token ID in place of the actual credit card information.
- **Note 2:** Funds in Pool Account are distributed to the Agency accounts based on Consortium Agreement, with adjustment to account for receipts held by each Agency from Customer Service and Sales Office transactions.

APPENDIX C:
SAMPLE MONTHLY POSITIONS SUMMARY AND SETTLEMENT
REPORT

December 21, 2016

VERSION 1.0

The current form and format of the Monthly Positions and Settlement Report is available on the shared website: <ftp://ftp.sacrt.com/connectcard/SOPs/>

APPENDIX D:
CONNECT TRANSIT CARD BRAND STYLE GUIDE

December 21, 2016

VERSION 1.0

The latest marketing and brand style guide is available on the shared website:
<ftp://ftp.sacrt.com/connectcard/SOPs/>

APPENDIX E:
CONNECT TRANSIT CARD PRIVACY POLICY

The Connect Card Privacy Policy is available on the shared website:
<ftp://ftp.sacrt.com/connectcard/SOPs/>

Connect Card RSC FY2018 Draft Budget 1/6/2017

Charge Category	Dept	General Support	Customer Service	Retail Network	Card Fulfillment	Corporate Accounts	Financial Settlement	Misc	Rate	%FTE	Annual Cost
Direct Charges (Labor)											
Customer Advocacy Supervisor	CAD		15%						77.87	15%	\$ 24,295
Senior Customer Advocate	CAD		33%						61.48	33%	42,199
Customer Advocate I	CAD		33%						47.54	33%	32,633
Customer Service Manager	CUS		10%						78.24	10%	16,274
Customer Service Supervisor	CUS		10%						65.60	10%	13,645
Electronic Fare Collection Systems Administrator	FI	40%	10%	10%	0%	20%	10%		74.48	90%	139,428
Electronic Fare Collection Technician	FI	40%	33%	10%		17%			60.01	100%	124,824
FPP Clerk	FI				15%	15%			36.92	30%	23,040
Treasury Clerk	FI				10%	15%			36.92	25%	19,200
Senior Accountant	FI						5%		76.18	5%	7,922
Accountant II	FI						10%		57.69	10%	12,000
Senior IT Business Systems Analyst	IT	100%							76.27	100%	158,640
Network Operations Technician	IT	25%		25%					52.55	50%	54,655
Marketing & Communications Specialist	MAR							5%	67.03	5%	6,971
Graphic Designer	MAR							5%	60.33	5%	6,274
SACOG support: technical, financial, business coordinati	SACOG	50%						50%	75.00	100%	156,000
SACOG marketing & communication support	SACOG							25%	65.00	25%	33,800
Total Direct Charges (Labor)											\$ 871,800
Other Miscellaneous Costs/Fees											
Annual Banking Fee							5,000		5,000		\$ 5,000
Credit Card Fee (variable @ 2%)							192,000		192,000		192,000
Retail Commission Rate (variable @ 3%)							40,000		40,000		40,000
Marketing (Printing/other)									75,000		75,000
Supplies					20,000				20,000		20,000
Postage					15,000				15,000		15,000
Software Maintenance							37,500		37,500		37,500
Data Center Lease							13,200		13,200		13,200
Oracle Support Agreement							19,000		19,000		19,000
Legal Costs							5,000		5,000		5,000
Total Other Miscellaneous Costs/Fees											\$ 421,700
Indirect Cost Rate (33% of Direct Labor Charges)	RT/SACOG									33%	\$ 287,694
Outside Consulting Services	SACOG								207.00	30%	129,168
Total RSC Costs											\$ 1,710,363

Connect Card RSC FY2018 Operating Budget Detail (Proposed)

Summary: The RSC Labor Plan is designed to determine which employees should charge time directly to RSC related activities.

RSC Direct Charges: A new statistical WBS will need to be set up prior to 1/23/2016 (date of SL-2). SAXXXX.CONNECT.RSC is recommended. Only the following positions, and potentially those who backfill for the following positions, will be able to charge directly to this WBS:

- **Customer Advocacy Supervisor** – The CAD supervisor is responsible for managing RT’s CAD staff. This position will also assist in complex Customer Service issues and requests associated with the RSC. The CAD supervisor will be responsible for handling RSC refunds and will report on a monthly.
- **Senior Customer Advocate** – The Senior Customer Advocate is responsible for assisting customers with routine requests. These include items such as card balance questions and explanation of basic system functionality.
- **Customer Advocate I** - The Customer Advocate I is responsible for assisting customers with routine requests. These include items such as card balance questions and explanation of basic system functionality.
- **Customer Service Manager** - Only time spent supporting CAD Department type activities should be billed to the RSC. Straight time spent supporting CUS staff (balancing cash drawers, general support, etc.) should not be billed to the RSC.
- **Customer Service Supervisor** - Only time spent supporting CAD Department type activities should be billed to the RSC. Straight time spent supporting CUS staff (balancing cash drawers, general support, etc.) should not be billed to the RSC.
- **Electronic Fare Collection (EFC) Systems Administrator** – The Electronic Fare Collection Systems Administrator is responsible for business administration and management of the RSC. This position will also be responsible for preparing and distributing the RSC Monthly Financial Settlement Reconciliation. The EFC Systems Administrator will setup and maintain the Connect Card corporate accounts and retail network. The EFC Systems Administrator will prepare the monthly Consortium Meeting Packet and keep all meeting notes.
- **Electronic Fare Collection (EFC) Systems Technician** – The EFC systems technician will report directly to the EFC Systems Administrator and will assist with all functions of the Connect Card RSC. Primary responsibilities will include assisting CAD with complex system issues and providing training and assisting to RSC and operator staff members with the use of INIT applications.
- **FPP Clerk** – The FPP Clerk will be the primary employee responsible for card fulfillment. This includes web orders, corporate accounts, retailers and transit agencies.
- **Treasury Clerk** - RSC related treasury clerk time may be spent on card fulfillment activities and Corporate Account support and billing. The Treasury Clerk may also assist with web order fulfillment as necessary.

- **Senior Accountant** – The Senior Account will be responsible for managing accounting transactions (SAP) and funds distribution for the RSC.
- **Accountant II** – The Account II will be responsible for posting daily cash entries for the RSC and assisting the Senior Accountant with the month end close procedures.
- **Senior IT Business Systems Analyst** –
- **Network Operations Technician (multiple)** - Initially only time spent dedicated to RSC networking activities should be billed to the RSC. Time spent supporting the RSC retail network may also be charged once setup.
- **RSC Indirect Charges - A** 33% indirect cost rate will be applied to the labor expense related to the direct charge positions listed above. This amount will be used to cover the cost of items such as facilities usage and other labor costs associated with the RSC. The current statistical WBS (SAXXX.CONNECT.ADMIN) will be used to track labor costs associated with this group. While the employees who charge time to this WBS will not be directly billed to the consortium, RT will track this time to make future adjustments to the indirect cost rate if necessary. The indirect cost rate is used as a method of ensuring minimal budget fluctuation during the infancy period of the project. Examples of positions who may charge to the indirect pool are listed below (again only RSC related activities should be charged to this account):
 - Sample positions who may be included in the indirect cost pool:
 - VP level staff
 - Finance Director
 - IT Director
 - IT Enterprise Systems Administrator
 - Network Operations Systems Administrator
 - Accounting Manager
 - Revenue Manager
 - Senior Financial Analyst
 - Senior Grants Analyst

Marketing

- **Senior Marketing & Communications Specialist** – Assists with the preparation of marketing materials, press releases, social media postings, website development, printed materials, etc.
- **Graphic Designer** – Assists with the preparation of graphics and artwork needed for print materials and website.

SACOG

- **Technical, Financial, & Business Coordination** - It is anticipated that SACOG staff will continue to support RSC activities beyond the date of full system launch. This includes continuing to coordinate the project budget, monthly meetings, and project closeout with the vendor. SACOG staffing costs will be approved by the consortium and reimbursed to SACOG.
- **Marketing & Communications Support** – It is anticipated that SACOG’s Marketing & Communications Team will continue to assist with at least the first year of operations in

promoting Connect Card for the entire region. Hosting public events, doing outreach to various transit stakeholders, etc.

Outside Consulting Services

- Provide funding to engage consultants (LTK and Doug Carter and/or others) as needed on continued system roll-out, support roll-out, assist with providing industry best practices.

Other Miscellaneous Expenses

- **Annual Banking Fee** - Costs for US Bank Account
- **Credit Card Fee** - Percentage of all credit card transactions and per transaction fees (Approximately 2%)
- **Marketing (Printing/Other)** - Cost to print marketing materials to support the regional outreach and promote Connect Card
- **Supplies** - Consumable supplies such as envelopes, paper, printer ink, etc.
- **Postage** - Mailing cost for orders from the website
- **Software Maintenance** - Mandatory annual cost paid to INIT for software support and maintenance.
- **Data Center Lease** - Connect Card servers are hosted at QTS which is a fully redundant data center. This minimizes any downtime to Connect Card systems from internet or power outages.
- **Oracle Support Agreement** - The Connect Card database runs on Oracle. This is the annual cost required to support the Oracle Database.
- **Legal Costs** – Cost to review any agreements or contracts on behalf of the Consortium

OPERATING AND CAPITAL COST RESERVE SHARES

7-Feb-17

Transit Operator	% Fare Revenue	% Boardings	50% Pax/ 50% Rev	Operating Cost Share	Regional Capital Reserve	TOTAL
Sacramento RT	75.5%	82.1%	78.8%	\$ 1,347,355	\$122,569	\$ 1,469,924
Yuba Sutter Transit Authority	3.8%	4.0%	3.9%	\$ 66,777	\$6,075	\$72,852
Yolo County Transportation District	6.3%	4.9%	5.6%	\$ 96,570	\$8,785	\$105,355
Elk Grove Transit	4.0%	3.1%	3.5%	\$ 60,359	\$5,491	\$65,850
City of Folsom Transit	1.5%	2.4%	2.0%	\$ 33,455	\$3,043	\$36,498
South County Transit	0.6%	0.3%	0.4%	\$ 7,601	\$691	\$8,292
El Dorado Transit Authority	4.3%	1.1%	2.7%	\$ 46,249	\$4,207	\$50,456
Roseville Transit	2.3%	1.2%	1.7%	\$ 29,370	\$2,672	\$32,042
Placer County	1.7%	0.9%	1.3%	\$ 22,625	\$2,058	\$24,683
Participant Total	100.0%	100.0%	100.0%	\$ 1,710,363	\$155,591	\$1,865,954

Uses FY 2015 Ridership and Revenue

ESTIMATED OPERATING AND CAPITAL COST SHARES

27-Jan-17

Transit Operator	Equal Shares	Operating Cost Share	Capital Reserve	TOTAL
Sacramento RT	78.8%	\$ 1,340,270	\$ 122,569	\$ 1,462,839
Yuba Sutter Transit Authority	3.9%	\$ 66,426	\$ 6,075	\$ 72,501
Yolo County Transportation District	5.6%	\$ 96,063	\$ 8,785	\$ 104,848
Elk Grove Transit	3.5%	\$ 60,042	\$ 5,491	\$ 65,533
City of Folsom Transit	2.0%	\$ 33,279	\$ 3,043	\$ 36,323
South County Transit	0.4%	\$ 7,561	\$ 691	\$ 8,253
El Dorado Transit Authority	2.7%	\$ 46,006	\$ 4,207	\$ 50,213
Roseville Transit	1.7%	\$ 29,216	\$ 2,672	\$ 31,887
Placer County	1.3%	\$ 22,507	\$ 2,058	\$ 24,565
Participant Total	100.0%	\$ 1,701,369	\$ 155,591	\$ 1,856,961
Estimated Cost (1-27-2017)		\$ 1,701,369	\$ 155,591	

Uses FY 2015 Ridership and Revenue

AGENDA 1 G
Consent Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Megan Wilcher, Administrative Analyst
SUBJECT: Approve Addendum No. 1 to Professional Services Agreement for RTS Computer Services to increase Blanket Purchase Order B22022 for Fiscal Year 2016/17

REQUESTED ACTION:
BY MOTION,

1. Approve Addendum No. 1 to the Professional Services Agreement (PSA) with RTS Computer Services due to increase in number of devices
2. Approve Revised Purchase Order No. B22022 for an amount not-to-exceed \$60,000.00 for Informational Technology Support for Fiscal Year 2016/17

BACKGROUND

Approved at the June 2, 2016 meeting, Purchase Order No. B22022 allowed RTS Computer Services (RTS) to provide Computer and Network Support services for forty one and one half (41.5) devices (workstations and servers) at a cost of \$90 per device for an amount not-to-exceed \$51,942.00.

DISCUSSION

Addendum No. 1 to the Professional Services Agreement shall increase the Blanket Purchase Order No. B22022 from \$51,942.00 to \$60,000.00 to cover the cost of additional devices. The additional devices were added for the following positions; Administrative Analyst, Equipment Mechanic II and Safety Coordinator. The additional positions were approved at the May 5, 2016 Board Meeting.

FISCAL IMPACT

Purchase Order B22022 - RTS Computer Services 5090.06	\$51,942.00	\$60,000.00
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The increase of this Blanket Purchase Order is incorporated in the Fiscal Year 2016-17 Adopted Mid-Year Budget

**ADDENDUM NO. 1 TO AGREEMENT BETWEEN
THE EL DORADO COUNTY TRANSIT AUTHORITY
AND RTS COMPUTER SERVICES**

WHEREAS, the AGREEMENT between the El Dorado County Transit Authority, (EL DORADO TRANSIT) and RTS COMPUTER SERVICES (CONSULTANT) to provide informational technology support was entered into on July 1, 2016 ; and

WHEREAS, said AGREEMENT expires and terminates on June 30, 2017, and

WHEREAS, the AGREEMENT states EL DORADO TRANSIT will pay \$90 per seat for 41.5 seats, and

WHEREAS, EL DORADO TRANSIT has increased the number of seats to 44.5, and

NOW, THEREFORE, and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows

SCOPE AND FEE

This Addendum No. 1 to the AGREEMENT shall increase the Blanket Purchase Order B22022 amount from \$51,942.00 to \$60,000.00 to cover additional seats.

All other terms and conditions of the AGREEMENT shall remain in full force and effect as though set forth herein.

IN WITNESS THEREOF, the parties hereto have executed this Addendum No. 1 to the AGREEMENT.

CONSULTANT

By: _____
NAME AND TITLE

DATE: _____

EL DORADO COUNTY
TRANSIT AUTHORITY

By: _____
Mindy Jackson, Executive Director

DATE: _____

Approved as to Form:

By: _____
Mike Tucker
Legal Counsel, El Dorado
County Transit Authority

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 03/02/17

PURCHASE ORDER NO. B22022

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 07/01/16

ACCOUNT: 5090.06 CLASS: 125
 ACCOUNT: VARIOUS CLASS: VARIOUS

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

TO: RTS IT INC
 5000 WINDPLAY DRIVE SUITE 1
 EL DORADO HILLS, CA 95762

Contact: Tony Snider

Vendor Phone No: (530) 676-2020

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 15		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		INFORMATION TECHNOLOGY SUPPORT AND MONTHLY BACK-UP SERVICE FOR FISCAL YEAR 07/01/16 THROUGH 06/30/17 PER SCOPE OF WORK ON EXHIBIT "A" PER ADDENDUM I TO PROFESSIONAL SERVICES AGREEMENT		NOT TO EXCEED: \$60,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$60,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$60,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

AGENDA ITEM 1 H
Consent Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Transportation Development Act Claim for Fiscal Year 2017/2018

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 17-14 Authorizing the Executive Director to Claim Transportation Development Act (TDA) Funds for Fiscal Year 2017/18

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) operates with funding from the Transportation Development Act (TDA) which includes the Local Transportation Fund (LTF) and State Transit Assistance (STA), Federal Transit Administration (FTA) funds, passenger fares and grant monies.

The TDA statute establishes the Local Transportation Fund (LTF) by designating that ¼ cent of the state sales tax revenue collected within each region be used for transportation purposes, primarily for public transit. TDA statute establishes STA from a statewide excise tax on gasoline and diesel fuel.

DISCUSSION

El Dorado Transit has prepared a \$4,828,699.89 claim for Fiscal Year (FY) 2017/18 Transportation Development Act funds based on the following:

Local Transportation Funds claim amount is based on the February 13, 2017 Memorandum from the El Dorado County Transportation Commission (EDCTC) listing the preliminary apportionment available for Public Transportation – Transit – Article 4 as \$4,287,631.85 (see attachment).

State Transit Assistance claim amount is based on the State Controller’s Office State Transit Assistance Fund Allocation Estimate Fiscal Year 2017/18 Summary.

On today's agenda (March 2, 2017) staff is requesting the Board adopted the Preliminary Operating Budget for FY 2017/18. This allocation of Local Transportation Fund (LTF) excludes a 3% Contingency in the amount of \$128,628.96 held by EDCTC. This amount reduces the available LTF to the claimed amount of \$4,159,002.89.

The requested \$4,159,002.89 in LTF funds and \$669,697.00 in STA funds represents approximately fifty-seven percent (57%) of projected operating FY 2017/18 budget revenue.

The FY 2017/18 claim will fund the current level of service, the Taxi Voucher Demonstration Program in El Dorado Hills and the anticipated discontinuation of the Grizzly Flat Flex route.

The complete TDA claim packet is available for review during regular business hours at the El Dorado Transit office – 6565 Commerce Way, Diamond Springs, CA.

FISCAL IMPACT

		Proposed <u>Budget</u>
4000.00	Transportation Development Act (TDA/LFT)	\$4,159,022.89
4270.00	State Transit Assistance (STA)	\$ 669,697.00

TDA-1

**TRANSPORTATION DEVELOPMENT ACT
CLAIM FORM**

TO: El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, CA 95667
(530) 642-5260

FROM:

Claimant: El Dorado County Transit Authority
Address: 6565 Commerce Way
City, State, Zip Code: Diamond Springs, CA 95619
Contact: Mindy Jackson, Executive Director
Phone: (530) 642-5383 ext. 210

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the El Dorado County Transportation Commission (EDCTC), that its request for funding be approved as follows:

LTF	\$4,159,002.89	FY 2017 / 2018
STA	\$ 669,697.00	FY 2017 / 2018
Total Claim	\$4,828,699.89	FY 2017 / 2018

Submitted By: Mindy Jackson
Title: Executive Director
Date: 03/02/2017

EDCTC
Date of Approval: _____
Resolution No.: _____
Administrative Amendment No.: _____

EDCTC Executive Director

**TRANSPORTATION DEVELOPMENT ACT (TDA)
LOCAL TRANSPORTATION FUND (LTF)
FINDINGS OF APPORTIONMENT
FY 2017/18 APPORTIONMENT AND ALLOCATION**

FY 2017/18 LTF AVAILABLE FOR ALLOCATION

Estimated 2017/18 TDA Receipts per El Dorado County Auditor	\$ 4,804,423.00
Less: County Auditor Fees (PUC Section 99233.1)	\$ (10,000.00)
 Total EDCTC Area Share	 \$ 4,794,423.00

Total FY 2017/18 balance for apportionment \$ 4,794,423.00

FY 2017/18 CLAIMANT ALLOCATIONS

TDA Administration (PUC Section 99233.1)

EDCTC TDA Administration	<u>\$ 186,167.31</u>	
TDA Administration subtotal		\$ 186,167.31

Planning / Programming (PUC Section 99233.2)

EDCTC Planning and Programming (up to 3% of Revenue)	\$ 143,832.69	
EDCTC Contribution to SACOG Federal Planning and Programming (Note: per 4/1/94 MOU equal to 2% of LTF Apportionment after Administration, Planning & Programming, Pedestrian & Bicycle Facilities, and Community Transit Services apportionment, if any)	<u>\$ 87,502.69</u>	
Planning / Programmingsubtotal		

Pedestrian and Bicycle Facilities-Discretionary (PUC Sections 99233.3 and 99234)

Bicycle and Pedestrian Facilities (Note: up to 2% of remaining funds after Administration and Planning/Programming)	<u>\$ 89,288.46</u>	
Pedestrian / Bicycle Facilities subtotal		\$ 89,288.46

Public Transportation - Transit (Article 4) (PUC Sections 99233.8, 99260(a) and 99262)

EDCTA - Continuation of Existing Service	\$ 4,287,631.85	
EDCTA - Contingency 3%	\$ (128,628.96)	
EDCTA - (FY) 2015/16 Auditor's Findings - Excess Carryover	<u>\$ -</u>	
Transit subtotal		<u>\$ 4,159,002.89</u>

Other Transportation (Article 8) (PUC 99233.9, 99400(a), 99402 and 99407)

City of Placerville: 10,673 = 6.95% of total County population	\$ -	
El Dorado County Unincorporated: 142,818 = 93.05% of total County population	<u>\$ -</u>	
Other Transportation subtotal		<u>\$ -</u>

Total FY 2017/18 claimant allocations \$ 4,665,794.04

Total EDCTA Contingency **\$ 128,628.96**

Total Apportionment \$ 4,794,423.00

2014/15 Transit Contingency	\$ 111,767.28
2015/16 Transit Contingency	\$ 111,709.60
2016/17 Transit Contingency	\$ 116,944.34
2017/18 Transit Contingency	\$ 128,628.96
Total	\$ 469,050.18
Total Transit Contingency	\$ 469,050.18
Maximum Contingency per Policy	\$ 500,000.00
Remaining Amount to Maximum	\$ 30,949.82

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-14**

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT A
CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS

WHEREAS, the El Dorado County Transit Authority intends to use its TDA Article 4 funding to finance transit services for the Western Slope of El Dorado County;

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director or the designated representative shall be authorized to file a claim for the TDA Article 4 funding for transit services for fiscal year 2017/18 as follows:

Article 4	Operating Expenses	\$4,159,002.89
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BE IT FURTHER RESOLVED, that the Executive Director or the designated representative shall be authorized to file a revised claim for the STA Article 6.5, Section 99314.6 (c) projects as follows:

Total 2017/2018 Claim	\$669,697.00
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PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 2nd day of March, 2017 by the following vote of said Board:

AYES: NOES: ABSTAIN: ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 I
Consent Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Approve Revised Blanket Purchase Order B22168 issued to Visa

REQUESTED ACTION:
BY MOTION,

Approve Revised Blanket Purchase Order B22168 issued Visa to the amount of \$34,000 for Fiscal Year 2016/17

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) Purchasing Procedures and the Joint Powers Agreement establishing El Dorado Transit require Board approval for Purchase Orders over \$25,000 and Purchase Requisitions over \$5,000.

DISCUSSION

El Dorado Transit holds a Visa account issued through UMPQUA BANK. Over the past several years the trend of payment for items such as travel and training, single use purchases and other small items has transitioned from staff issuing purchase orders to immediate payment via Visa.

Staff currently holding these cards includes;

- Executive Director
- Operations Manager
- Human Resources / Administrative Services Manager
- Planning and Marketing Manager
- Administrative Analyst

The increase in VISA usage is due in part to planned employee training that requires a credit card to secure travel and lodging charges. There are also monthly charges that require credit cards such as Shopify for credit card processing of fare media purchased by passengers and other informational technology support charges for licensing, etc.

Each month statements are sent to each card holder for reconciliation prior to payment. Checks and balances are maintained to ensure all purchases are correct, accounted for, and fall under proper purchasing procedures.

FISCAL IMPACT

Approval of this agenda item is within the adopted Mid-Year Budget FY 2016/17.

Various	VISA	<u>Approved</u> \$24,000	<u>Proposed</u> \$34,000
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EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 03/02/17

PURCHASE ORDER NO. B22168

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 07/01/16

ACCOUNT: TO BE DESIGNATED

TO: VISA
 UMPQUA BANK
 4011 PLAZA GOLDORADO CIR
 CAMERON PARK, CA 95682-8257

SHIP & INVOICE TO:
EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

Contact:

Vendor Phone No: (530) 622-4242

Fax No:

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		AGENCY CREDIT CARDS FOR: EXECUTIVE DIRECTOR OPERATIONS MANAGER HUMAN RESOURCES/ADMINISTRATIVE SERVICES MANAGER PLANNING AND MARKETING MANAGER ADMINISTRATIVE ANALYST MISC. VISA PURCHASES FOR FISCAL YEAR 07/01/16 THROUGH 06/30/17		NOT TO EXCEED \$34,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$34,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$34,000.00
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: February 2, 2017

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director
Matt Boyer, Planning Consultant

SUBJECT: Preservation of a Parcel for a Larger El Dorado Hills Transit Facility

REQUESTED ACTION:
BY MOTION,

Receive and file this staff report and direct staff to return at the June 1, 2017 Board meeting with further recommendations and a comprehensive presentation that includes an evaluation of the candidate parcels, a draft of the appropriate California Environmental Quality Act document for an option-to-purchase agreement, the results of discussions with representatives of property owners regarding possible option-to-purchase agreements, and the potential financing mechanisms.

BACKGROUND

At the El Dorado County Transit Authority (El Dorado Transit) Board meeting on February 2, 2017 staff described the urgent need to protect a parcel that is suitable for a larger, replacement facility for the overcrowded El Dorado Hills Multimodal Transfer Facility, located at the corner of White Rock Road and Latrobe Road. There are geographic constraints on the location of the facility and there are three or fewer areas of land that would be potentially suitable. The location of these three areas are shown in Attachment 1.

Also at the February 2, 2017 meeting your Board accepted the *White Paper: El Dorado Hills Transit Facility* for planning purposes, and directed staff to return at the March 2, 2017 Board meeting with recommendations to ensure that a suitable parcel for a new Park-and-Ride facility can be acquired or preserved through an option-to-purchase agreement, or other means, as quickly as possible.

DISCUSSION

Staff met with our consultant and developed the following strategy.

1. Prepare a simple evaluation report identifying the relative benefits of each candidate parcel. Include criteria regarding size, potential costs, potential parcel-specific environmental and utility issues, access/egress for all modes of transportation, compatibility of adjacent uses, cost to design and construct a Park-and-Ride facility, and other standard planning factors. Summarize the evaluation in a simple matrix and rank the properties in order of suitability.
2. Based upon the completed evaluation report, prepare a draft of an appropriate California Environmental Quality Act (CEQA) document that is sufficient to allow El Dorado Transit to enter into an option-to-purchase agreement.
3. Meet with representatives of each property to discuss possible option-to-purchase agreement terms. El Dorado Transit would need at least a 3-year option period to have sufficient time to develop additional studies and financing.
4. Develop a list of potential financing mechanisms and strategies to purchase the property, as well as a list of steps to pursue each funding source.
5. Return to the June 1, 2017 El Dorado Transit Board meeting with further recommendations and a comprehensive presentation that includes the evaluation of the candidate parcels, the appropriate CEQA document for an option-to-purchase agreement, the results of discussions with representatives of property owners regarding possible option-to-purchase agreements, and the potential financing mechanisms.

Attachment 1



Source: El Dorado County Transportation Commission, Google Earth

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Approval of Two (2) Maintenance Agreements for El Dorado County Transit Authority to Purchase, Installation and Maintenance Dedicated High-Speed Data and Internet Connectivity and Remote Video Surveillance Camera Systems and a Bus Shelter at the Ponderosa Park and Ride northwest of State Route 50 owned by the State of California

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 17-10 Approving Two (2) Maintenance Agreements Between the State of California and the El Dorado County Transit Authority and Authorizing the Executive Director to execute all documents necessary to acquire, install and maintain bus shelter and surveillance equipment on the Ponderosa Park and Ride lot owned by the State of California

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) Commuter service accesses the Ponderosa Park and Ride located on Wild Chaparral and Ponderosas Road. To improve safety and Security, El Dorado Transit is in the process of adding surveillance and a bus shelter on the Ponderosa Park and Ride lot that is owned by the State of California Department of Transportation (CalTrans).

The El Dorado Transit Board adopted Capital Improvement Plans (CIP) #12-04 and #16-01 for Passenger Security Surveillance & Lighting – Bus Stops. El Dorado Transit combined the two (2) projects from different fiscal years to take advantage of cost efficiencies. The proposed bus shelter is a component of CIP #17-07.

El Dorado Transit awarded the contract for surveillance equipment installation to 3D DATACOM effective August 31, 2016. An Addendum to the contract added installation of a bus shelter and pad to meet Americans with Disabilities Act (ADA) specifications.

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) FY 12/13	<i>\$124,854</i>
California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) FY 11/12	<i>\$52,000</i>
Public Transportation Modernization, Improvement and Service Enhancements Account (PTMISEA) funds	<i><u>\$116,685</u></i>
<i>Total Revenue</i>	<i>\$293,539</i>

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-10**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY APPROVING THE CALTRANS
MAINTENANCE AGREEMENT(S) FOR TRANSIT FACILITIES LOCATED WITHIN
PONDEROSA PARK AND RIDE AND AUTHORIZING SIGNATURE AUTHORITY
TO EXECUTIVE DIRECTOR**

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) desires to install and maintain a bus shelter and surveillance equipment on the Ponderosa Road Park and Ride lot; and

WHEREAS, the Ponderosa Park and Ride lot on US Route 50 is within the State of California's right of way; and

WHEREAS, Maintenance Agreements (MA) outline the responsibilities of El Dorado Transit and the California Department of Transportation (Caltrans) relating to construction, installation and maintenance issues of transit facilities installed and maintained by El Dorado Transit on State right of way; and

NOW, THEREFORE BE IT RESOLVED, that El Dorado Transit hereby approves the CalTrans Maintenance Agreement for Transit Facilities Located Within Ponderosa Park and Ride incorporated as Exhibit A: and

BE IT FURTHER RESOLVED, that the Board of Directors authorized the Executive Director to sign and accept and any and all agreements and amendments to Caltrans Maintenance Agreements for Transit Facilities Located Within Ponderosa Park and Ride

PASSED AND ADOPTED BY THE GOVERNING BOARD OF EL DORADO TRANSIT at a regular meeting of said Board held on the 2nd day of March 2017 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

ATTACHMENT A

**MAINTENANCE AGREEMENT
FOR TRANSIT FACILITIES LOCATED WITHIN
PONDEROSA PARK AND RIDE**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the El Dorado County Transit Authority; hereinafter referred to as “TRANSIT” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0316-NMC0300.
2. This Agreement addresses TRANSIT responsibility for the bus shelter, surveillance cameras, sign, related poles, pull boxes, and power back up system (collectively the “TRANSIT FACILITIES”) placed within State Highway right of way at Ponderosa Road Park and Ride on US Route 50, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, TRANSIT and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of TRANSIT FACILITIES as shown on said Exhibit A.
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ maintenance’s responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can

be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. TRANSIT agrees, at TRANSIT expense, to do the following:
 - 4.1. TRANSIT may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) TRANSIT FACILITIES conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. TRANSIT will submit plan for TRANSIT FACILITIES to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed TRANSIT FACILITIES must meet STATE's applicable standards.
 - 4.3. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.4. TRANSIT contractors will be required to obtain an Encroachment Permit prior to the start of any work excluding routine maintenance work which requires an encroachment permit every 2 years within STATE's right of way.
 - 4.5. To replace damaged TRANSIT FACILITIES when observed or within 30 days of being notified in writing by STATE.
 - 4.6. To remove TRANSIT FACILITIES, whenever, in the opinion of STATE, that it creates a maintenance or operational concern. In the event TRANSIT fails to remove TRANSIT FACILITIES in a timely manner, STATE may remove TRANSIT FACILITIES thirty (30) days following written notification to TRANSIT, and STATE will bill TRANSIT for all costs of its removal and restoration of STATE right of way, on presentation of a bill.
 - 4.7. To remove TRANSIT FACILITIES and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.8. To inspect TRANSIT FACILITIES on a regular monthly or weekly basis to ensure the safe operation and condition of the TRANSIT FACILITIES.
 - 4.9. To expeditiously MAINTAIN, replace, repair or remove from service any TRANSIT FACILITIES component that has become unsafe or unsightly.
 - 4.10. To MAINTAIN bus shelter concrete pad, at TRANSIT expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch

vertical variations in elevation of concrete pad for an acceptable walking surface, and the removal of dirt, debris, graffiti, and any deleterious item or material on or about concrete pad or the TRANSIT FACILITIES in an expeditious manner.

- 4.11. To MAINTAIN all signs installed by TRANSIT within the area of the TRANSIT FACILITIES.
 - 4.12. To allow random inspection of TRANSIT FACILITIES by a STATE representative.
 - 4.13. To keep the entire TRANSIT FACILITIES area policed, and free of litter, graffiti and deleterious material.
 - 4.14. All work by or on behalf of TRANSIT will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide TRANSIT with timely written notice of unsatisfactory conditions that require correction by the TRANSIT. However, the non-receipt of notice does not excuse TRANSIT from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to TRANSIT and TRANSIT contractors at no cost to them.
 - 5.3. Reserve the right to remove TRANSIT FACILITIES or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation, advance notification, or approval of TRANSIT.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or TRANSIT facilities different from the standard of care imposed by law.
 - 6.2. If during the term of this Agreement, TRANSIT should cease to MAINTAIN the TRANSIT FACILITIES to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of TRANSIT at TRANSIT's expense or direct TRANSIT to remove or itself remove TRANSIT FACILITIES at TRANSIT's sole expense and restore STATE's right of way to its prior or a safe operable condition. TRANSIT hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However,

prior to STATE performing any MAINTENANCE or removing TRANSIT FACILITIES, STATE will provide written notice to TRANSIT to cure the default and TRANSIT will have thirty (30) days within which to affect that cure.

- 6.3. Neither TRANSIT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless TRANSIT and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of TRANSIT.
- 6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by TRANSIT under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that TRANSIT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by TRANSIT under this Agreement.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. TRANSIT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. TRANSIT agrees to include prevailing wage requirements in its contracts for public work. Work performed by TRANSIT'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 7.2. Requirements in Subcontracts - TRANSIT shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in TRANSIT's contracts.

8. INSURANCE -

- 8.1. SELF-INSURED - TRANSIT is self insured. TRANSIT agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract TRANSIT shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and TRANSIT's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause or convenience.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

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

EL DORADO COUNTY TRANSIT
AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mindy Jackson, Executive Director

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Transit Board Clerk

By: _____
Rihui Zhang, Acting District 3 Director

By: _____
Transit Attorney

ATTACHMENT B

**MAINTENANCE AGREEMENT
FOR TRANSIT FACILITIES LOCATED WITHIN
PONDEROSA PARK AND RIDE**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the El Dorado County Transit Authority; hereinafter referred to as “TRANSIT” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0316-NMC0300.
2. This Agreement addresses TRANSIT responsibility for the surveillance cameras, sign, related poles, pull boxes, and power back up system (collectively the “TRANSIT FACILITIES”) placed within State Highway right of way at Ponderosa Road Park and Ride on US Route 50, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, TRANSIT and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of TRANSIT FACILITIES as shown on said Exhibit A.
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ maintenance’s responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through

their authorized representatives. No formal amendment to this Agreement will be required.

4. TRANSIT agrees, at TRANSIT expense, to do the following:
 - 4.1. TRANSIT may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) TRANSIT FACILITIES conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. TRANSIT will submit plan for TRANSIT FACILITIES to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed TRANSIT FACILITIES must meet STATE's applicable standards.
 - 4.3. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.4. TRANSIT contractors will be required to obtain an Encroachment Permit prior to the start of any work excluding routine maintenance work which requires an encroachment permit every 2 years within STATE's right of way.
 - 4.5. To replace damaged TRANSIT FACILITIES when observed or within 30 days of being notified in writing by STATE.
 - 4.6. To remove TRANSIT FACILITIES, whenever, in the opinion of STATE, that it creates a maintenance or operational concern. In the event TRANSIT fails to remove TRANSIT FACILITIES in a timely manner, STATE may remove TRANSIT FACILITIES thirty (30) days following written notification to TRANSIT, and STATE will bill TRANSIT for all costs of its removal and restoration of STATE right of way, on presentation of a bill.
 - 4.7. To remove TRANSIT FACILITIES and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.8. To inspect TRANSIT FACILITIES on a regular monthly or weekly basis to ensure the safe operation and condition of the TRANSIT FACILITIES.
 - 4.9. To expeditiously MAINTAIN, replace, repair or remove from service any TRANSIT FACILITIES component that has become unsafe or unsightly.
 - 4.10. To MAINTAIN all signs installed by TRANSIT within the area of the TRANSIT FACILITIES.

- 4.11. To allow random inspection of TRANSIT FACILITIES by a STATE representative.
 - 4.12. To keep the entire TRANSIT FACILITIES area policed, and free of litter, graffiti and deleterious material.
 - 4.13. All work by or on behalf of TRANSIT will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide TRANSIT with timely written notice of unsatisfactory conditions that require correction by the TRANSIT. However, the non-receipt of notice does not excuse TRANSIT from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to TRANSIT and TRANSIT contractors at no cost to them.
 - 5.3. Reserve the right to remove TRANSIT FACILITIES or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation, advance notification, or approval of TRANSIT.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or TRANSIT facilities different from the standard of care imposed by law.
 - 6.2. If during the term of this Agreement, TRANSIT should cease to MAINTAIN the TRANSIT FACILITIES to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of TRANSIT at TRANSIT's expense or direct TRANSIT to remove or itself remove TRANSIT FACILITIES at TRANSIT's sole expense and restore STATE's right of way to its prior or a safe operable condition. TRANSIT hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing TRANSIT FACILITIES, STATE will provide written notice to TRANSIT to cure the default and TRANSIT will have thirty (30) days within which to affect that cure.
 - 6.3. Neither TRANSIT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under

this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless TRANSIT and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of TRANSIT.

- 6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by TRANSIT under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that TRANSIT shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by TRANSIT under this Agreement.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. TRANSIT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. TRANSIT agrees to include prevailing wage requirements in its contracts for public work. Work performed by TRANSIT'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 7.2. Requirements in Subcontracts - TRANSIT shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in TRANSIT's contracts.

8. INSURANCE -

- 8.1. SELF-INSURED - TRANSIT is self insured. TRANSIT agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract TRANSIT shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and TRANSIT's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause or convenience.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

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

EL DORADO COUNTY TRANSIT
AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mindy Jackson, Executive Director

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Transit Board Clerk

By: _____
Rihui Zhang, Acting District 3 Director

By: _____
Transit Attorney

AGENDA ITEM 2 C
Action Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: El Dorado County Transit Authority Transit Advisory Committee (TAC) Members

REQUESTED ACTION:

BY MOTION,

Appoint Members of the El Dorado County Transit Authority Transit Advisory Committee (TAC)

BACKGROUND

As noted in the attached Appendix A of the Bylaws for the El Dorado County Transit Authority (El Dorado Transit), a Transit Advisory Committee (TAC) shall be established to review the operation of the transit system, monitor levels of service and provide advice to the Executive Director. A methodology for establishing the TAC is not included in the Bylaws however; the TAC has had full representation since 1993. There are several TAC members who have graciously volunteered their time and expertise to El Dorado Transit for more than the initial two (2) year term stated in the Bylaws.

DISCUSSION

To maintain compliance of the Bylaws, beginning September 15, 2016 El Dorado Transit accepted applications for TAC membership. As noted in Appendix A, the term of appointment is two (2) years and may be renewed for an additional two (2) years. The objective of this recommended action is to comply with the Bylaws and support active participation. Transit Advisory Committee applications were distributed to individuals who were interested in being a member of the TAC including current members.

El Dorado Transit staff reviewed the applications and recommends the following for Board consideration of appointment to the TAC.

REPRESENTATION	NAME	APPOINTMENT DATE (if approved)	Term Expiration
Senior Representative	Ellen Yevdakimov	3/2/2017	3/2/2019
Disabled Population	Susie Davies	3/2/2017	3/2/2019
Student Population	Bill Wild, Principal	3/2/2017	3/2/2019
Low Income Population	Star Walker	3/2/2017	3/2/2019
General Public Population	Gloria Webster	3/2/2017	3/2/2019
Commuter Population	Open	Open	Open
Chamber of Commerce	Laurel Brent-Bumb	3/2/2017	3/2/2019
50 Corridor Transportation Management Agency	Rebecca Garrison	3/2/2017	3/2/2019
El Dorado County Transportation Commission	Dan Bolster	3/2/2017	3/2/2019

FISCAL IMPACT

None

AGENDA ITEM 2 D
Action Item

MEMORANDUM

DATE: March 2, 2017

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Fiscal Administration Manager

SUBJECT: Fiscal Year 2017/18 Preliminary Operating Budget and Proposed Allocation Plan and Draft Organizational Chart Fiscal Year 2017/18

REQUESTED ACTION:
BY MOTION,

1. **Adopt Resolution No. 17-11 to Adopt Preliminary Operating Budget for Fiscal Year 2017/18**
2. **Approve Proposed Allocation Plan and Draft Organizational Chart Fiscal Year 2017/18**

BACKGROUND

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) require submission of a preliminary capital budget on or before the March meeting of each year. The Board shall adopt a preliminary operating budget by April 15 of each year. Final budgets are to be submitted to the Board on or before June 15 of each year. Final capital budget shall be adopted by the Board on or before July 15 of each year.

The fiscal year (FY) 2017/18 preliminary budget submitted for adoption is based on the current service level including the demonstration taxi service in the El Dorado Hills area and the elimination of the Grizzly Flat flex route. Revenue projections identified are designated for transit operations.

El Dorado Transit is required to operate within a balanced budget. The budget assumes continued employment for the seventy-five (75) regular full-time and part-time employees including the Executive Director; Operations Manager; Fiscal Administration Manager; Human Resources/Administrative Services Manager; Planning and Marketing Manager; Administrative Analyst; Safety Coordinator; Office Assistant II (2); Accounting Technician (2); Transit Dispatcher (4); Operations Supervisor (3); Senior Equipment Mechanic (1) and Equipment Mechanic I and II (4); Maintenance Technician (2); Maintenance Custodian (1); Full-time Transit Drivers (19) and Part-time Transit Drivers (29). In addition to regular staff El Dorado Transit employs temporary employees and “Extra-Help” Transit Drivers or support staff.

Under the proposed Allocation Plan and Draft Organizational Chart Fiscal Year 2017/18, staff is recommending the addition of one (1) full-time equivalent Transit Dispatcher allocation.

Staff will include a separate report to the Board recommending discontinuation of the Grizzly Flat flex route. Staff will also submit detailed information on the proposed allocation of one (1) full-time equivalent Transit Dispatcher to Final Operating Budget approval on or before the June 15th deadline

DISCUSSION

To maintain core transit services under the FY 2009/10 through 2012/13 operating budgets, El Dorado Transit cut services, increased passenger fares, maintained wages and benefits at the FY 2008/09 level, did not fill allocated positions, and instituted a stricter overall control of all aspects of the operating budget; these measures were successful.

The FY 2017/18 final budget presented by June may include additional adjustments in the Salary and Benefits categories.

The El Dorado Transit management team reports that Transportation Development Act (TDA) funding is stable as projected by the State Controllers' Office (SCO) and the El Dorado County Auditors' office. This funding is based on sales tax revenue received throughout the County of El Dorado.

PRELIMINARY FISCAL YEAR 2017/18 OPERATING BUDGET

The preliminary budget report includes a comparison of prior year adopted mid-year budget utilizing the following criteria:

- Projected expenses using an analysis of the first six (6) months of current fiscal year actual expenses and funding liabilities.
- Preliminary budget assumes current level of service with the continuation of the taxi voucher demonstration project in El Dorado Hills and the elimination of the Grizzly Flat Flex route.
- Renewals for insurance are not available in March. Renewals go into effect on July 1 and January 1.
- Contingency is typically set at ten percent (10%) of preliminary budget per board policy.

Revenue Accounts

Transportation Development Act (TDA)

- Following the apportionment and allocation of TDA funds by the El Dorado County Transportation Commission (EDCTC), the projected amount available to transit for transit operations is \$4,159,003. This amount is an increase from the prior years' allocation in the amount of \$377,803 due to increased sales tax earned in El Dorado County.

- TDA Deferred revenue is determined each year through an independent audit process. These are the funds claimed but not used in the prior fiscal year and are typically part of the unused monies from the El Dorado Transit Contingency line item. This is revenue added to the operating budget in each mid-year budget adjustment process.

State Transit Assistance (STA)

- STA funds for FY 2017/18 are allocated by the SCO. This number is subject to change because the program does not rely on a budget-line item at the State but rather on sales tax receipts associated with the consumption of diesel fuel. The budget strategy at El Dorado Transit is to not use these funds for operations due to the volatility of the funding. Typically, El Dorado Transit includes STA in the preliminary operating budget then with Board approval, transfers these funds to the Capital Budget at mid-year. This allows the greatest flexibility for use of STA funds.
- Deferred STA are funds claimed but not used in the prior fiscal year and are typically part of the unused monies from the operating budget Contingency line item. To balance the FY 2017/18 Preliminary Budget, deferred funds from prior years' allocations are used to balance the Preliminary Operating Budget.

Federal Transit Administration (FTA) Section 5311 Grant

- FTA Section 5311 provides Federal grants, made through states, for public transportation projects in non-urbanized areas. There are two (2) types of programming in Section 5311; 1) County/Regional apportionment by formula and 2) Competitive Discretionary for Intercity connection projects. Historically, El Dorado Transit receives funds under the formula program for operating assistance or capital projects. This years' allocation has not been received so a placeholder of last years' amount has been provided.

Contract Services

Contract Services revenue is based on a rate agreement with ALTA Regional California (ALTA) to transport ALTA clients to Motherlode Rehabilitation Enterprises, Inc. (M.O.R.E.). El Dorado Transit receives approximately 97% of the cost of this service from ALTA. This agreement is scheduled for negotiation and renewal by June 30, 2019.

Passenger Fares

This includes the following line items; Farebox, Sacramento Commuter Route Passes, Bus Passes and Scrip. Estimates bases on first six (6) month actual expenses. Management is predicting a slight increase to revenue.

Advertising Revenue

El Dorado Transit has a third-party contract for bus shelter advertising.

Fair Shuttle AB2766 Grant

El Dorado Transit will submit a grant application to the El Dorado County Air Quality Management District (EDCAQMD) during the next call for projects.

FTA Section 5307 Grant Income – Preventative Maintenance (PM)

El Dorado County Transit Authority
March 2, 2017 Agenda

FTA Section 5307 are regional funds available to El Dorado Transit to fund services to the urbanized communities. This funding program is competitive with large urban areas within the Sacramento Area Council of Governments (SACOG) region and restricted to capital, preventive maintenance and in some cases Americans with Disabilities Act (ADA) related service. This year' has been allocated to the capital budget for vehicle replacement. This line item will be removed for the final budget presentation.

Low Carbon Transit Operations Program (LCTOP) Grant

These funds are allocated through Caltrans to provide operating and capital assistance for transit agencies to reduce greenhouse emissions. These funds are earmarked for the Cameron Park route.

Offset Reserve Fund – CalTIP (restricted)

These funds are dollars held by El Dorado Transit's liability and vehicle physical damage insurance pool. Each year revised amounts are provided to pool members in April or May. These funds can be used to offset the current year's premiums or held for future use.

Salary and Benefits Accounts

Regular Employees and Overtime

The regular employee and overtime line items include funding for eligible merit step increases, longevity and negotiated increase for represented employees. Factors include the demonstration taxi voucher project in the El Dorado Hills area, an increase one (1) full time equivalent in dispatch and the elimination of the Grizzly Flat flex route.

Temporary Employees

The preliminary budget includes \$225,000 for Extra-Help employees to provide relief driving and fill-in Transit Dispatch assignments on an intermittent basis. These employees fill in when regular drivers and Transit Dispatchers are off work. Included in the FY 2017/18 line item are requirements from the passage of AB1522 allowing for this employee group to be eligible for three (3) days of sick leave per year.

Employee Retirement

Employee Retirement is based on a CalPERS formula. The employer contribution is approximately \$294,178 or 9.599 % of base wages (based on actuarial reports); the employee contribution is \$214,527. CalPERS revised the required payment methodology to breakout the "Employer Payment of Unfunded Liability" as a separate item. This amount of \$172,685 will be paid as a lump sum in July 2017.

Health Insurance

- The health Insurance line item includes the El Dorado Transit contribution towards health, vision and dental coverage for enrolled employees. Plan coverage is calendar year therefore; premium increases will occur in January 2018.

- The Human Resources Department administers agreements and/or insurance policies for services and insurance coverage's that renew automatically each year. The following are perpetual contracts and agreements for employee insurance coverage and benefits;
- Health Insurances
 - **Regular Full/Part-Time Unrepresented Employees**
CalPERS Health Plan with OptumRX Pharmaceutical
Delta Dental
Vision Service Plan (VSP)
 - **Regular Full/Part-Time Represented Transit Drivers**
Operating Engineers Plan – Health, Pharmaceutical, Dental, Vision
or
El Dorado County Plan – Health, Pharmaceutical, Dental, Vision
- Assurant - Long Term Disability
Coverage provides wage loss protection for regular full/part-time employees in the event of prolonged disability
- Assurant – Life Insurance
\$10,000 policy coverage for regular full-time represented transit drivers
\$20,000 policy coverage for regular full-time unrepresented employees
- Paychex
Flexible Benefits Plan (Cafeteria Plan) allows regular full/part-time employees to pay the employee portion of premiums and certain benefits offered under the plan with pre-tax dollars.

Workers Compensation

Workers Compensation premiums are a percentage of payroll (regular hours). Management and staff are completing the necessary steps to take advantage of credit incentives that could reduce premiums by up to 15%.

Service and Supply Accounts

Service and supply account budgets are based on the first six (6) months actual expenses plus a projection for the upcoming fiscal year needs. Minor adjustments have been made to several accounts with the largest changes addresses below.

Insurance Premiums/Public Liability

For the preliminary budget assumptions are made based on a combination experience levels and prior year performance. As a volatile market exist, a budget increase has been made.

Insurance Premiums/Physical Damage

For the preliminary budget assumptions are made based on a combination experience levels and prior year performance. El Dorado Transit has received twenty-two (22) new vehicles in the past four (4) months. Increased value will cause increased rates.

Insurance Premiums/Commercial & EPL

This line item has been increased to recognize the addition of EPL coverage as a stand alone package.

Service Contracts/Equipment

This account includes support and service contracts for telephone, computer support, and maintenance software and facility alarm contractor. Staff anticipates a reduction of these costs for FY 2017/18.

Vehicle Maintenance- In-House

With the completion of rebranding anticipated in the current year and the delivery of twenty-Two (22) replacement vehicles the cost for general maintenance is expected to decline.

Equipment Purchase - Office

All workstation areas of the administration building have been furnished. Any large purchases will be funded through the capital budget.

Contingency

Contingency is typically set at ten percent (10%) of preliminary budget per board policy.

BUDGET DISCUSSION SUMMARY

Management opinion is that the financial position of El Dorado Transit is stable. Most tax based funding sources are showing growth.

Staff is requesting adoption of the Preliminary Fiscal Year 2017/18 Preliminary Operating Budget as submitted.

Final budget will be submitted for approval in June 2017 (or close thereafter).

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-11**

RESOLUTION OF THE EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING THE
PRELIMINARY OPERATING
BUDGET FOR FISCAL YEAR 2017/18

WHEREAS, Section 11.1 of the Joint Powers Agreement (JPA) establishing the El Dorado County Transit Authority states, *“For each fiscal year, the Board shall adopt capital and operating budgets which are consistent with the requirements of the Regional Transportation Planning Agency, the California Transportation Development Act, the Federal Highway Act of 1973, and the Federal Transit Administration Act as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of EDCTA.”*; and

WHEREAS, Section 7.1 Preliminary Budgets of the Bylaws states, *“The Executive Director shall propose a preliminary operating budget and a preliminary capital budget to the Board on or before the March meeting of each year.”*; and

WHEREAS, the El Dorado County Transit Authority prepared the preliminary operating budget for Fiscal Year (FY) 2017/18 incorporated as an attachment to this resolution; and

WHEREAS, the preliminary operating budget for FY 2017/18 ending June 30, 2018 is based upon continuation of current public transportation services provided by the El Dorado County Transit Authority; and

WHEREAS, the preliminary FY 2017/18 operating budget projected revenue is based on known levels of anticipated funding;

NOW THEREFORE, BE IT RESOLVED, the El Dorado County Transit Authority hereby adopts the preliminary operating budget for FY 2017/18 ending June 30, 2018.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 2nd day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

EL DORADO COUNTY TRANSIT AUTHORITY

PROPOSED PRELIMINARY BUDGET 2017/2018

OPERATING BUDGET

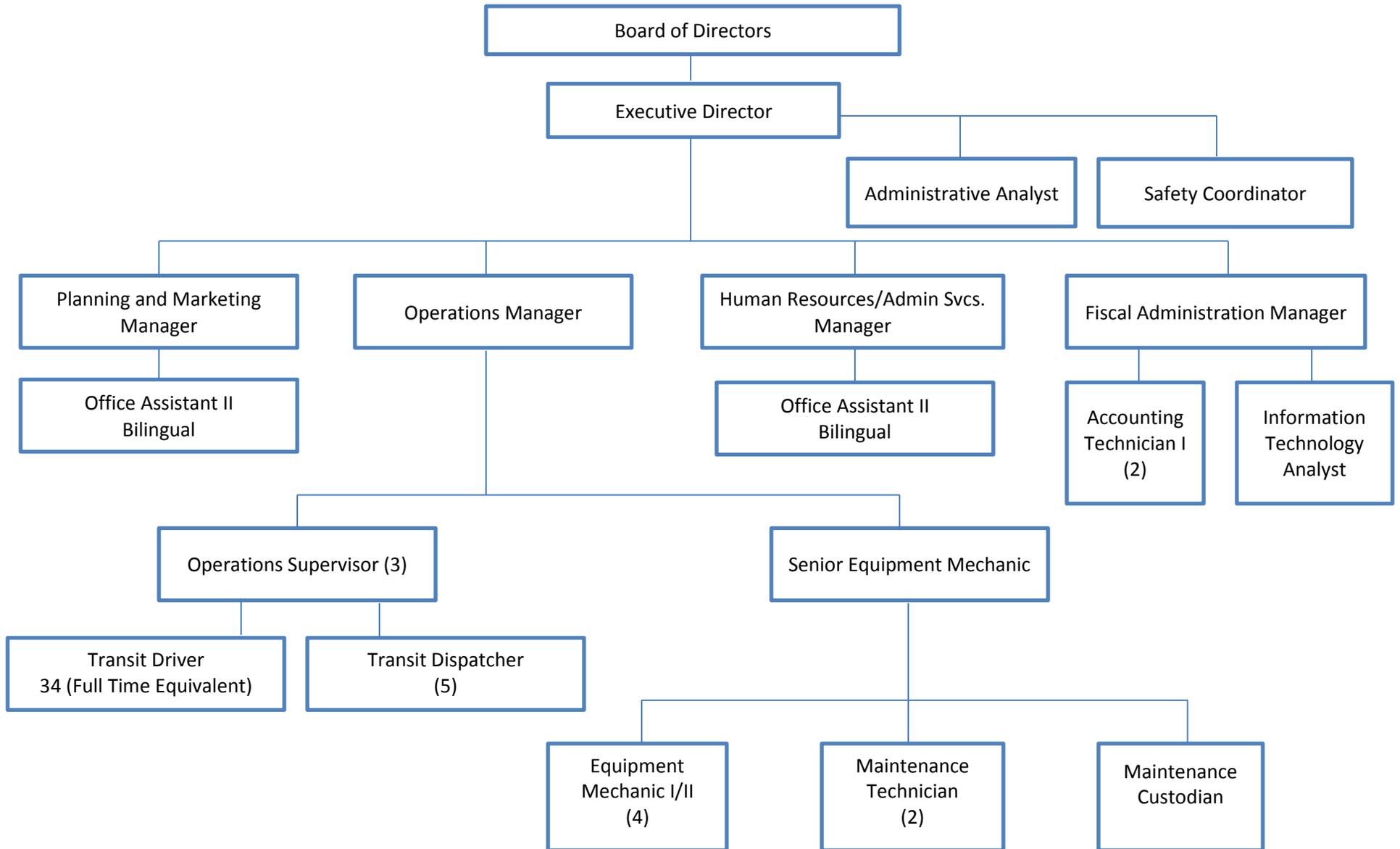
		FY 2016/2017 Mid-Year Adopted 02/02/2017	FY 2017/2018 Preliminary Presented 03/02/2017	Difference
REVENUE ACCOUNTS				
4000.00	Transportation Development Act (TDA/LTF)	\$3,781,200	\$4,159,003	\$377,803
4000.00	Transportation Development Act (TDA/LTF) Deferred 15/16	\$913,262	\$0	-\$913,262
4270.00	State Transit Assistance (STA)	\$710,781	\$669,697	-\$41,084
4270.00	State Transit Assistance (STA) Deferred	\$68,883	\$1,452,989	\$1,384,106
4970.00	Interest Income	\$24,000	\$24,000	\$0
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$474,917	\$474,917	\$0
4300.00	Farebox	\$189,000	\$190,000	\$1,000
4310.00	Contract Services	\$485,000	\$485,000	\$0
4320.00	Farebox - Charter	\$5,000	\$5,000	\$0
4330.00	Sac Commute Route Passes	\$731,000	\$740,000	\$9,000
4350.00	Bus Passes	\$89,610	\$94,000	\$4,390
4360.00	Scrip	\$83,000	\$87,000	\$4,000
4400.00	Advertising Revenue	\$0	\$19,000	\$19,000
4990.00	Misc. Revenue	\$0	\$400	\$400
4107.03	Fair Shuttle AB2766 Grant	\$31,512	\$35,265	\$3,753
4112.00	FTA Section 5307 Grant Income - Preventative Maintenance (PM)	\$0	\$0	\$0
4109.04	Low Carbon Transit Operations Program (LCTOP) Grant CP	\$172,232	\$78,928	-\$93,304
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$8,299	\$8,299	\$0
TOTAL REVENUES		\$7,767,696	\$8,523,498	\$755,802
SALARY & BENEFIT ACCOUNTS				
5010.00	Regular Employees	\$2,934,490	\$3,109,237	\$174,747
5010.02	Temporary Employees	\$190,000	\$225,000	\$35,000
5010.07	Overtime	\$80,000	\$80,000	\$0
5010.08	On Call Pay	\$13,000	\$13,000	\$0
5010.09	Skill and Shift Pay	\$34,000	\$35,000	\$1,000
5020.01	Employee Retirement	\$470,000	\$470,000	\$0
5070.01	(OASDI - Payroll Tax) FICA	\$14,000	\$14,000	\$0
5070.02	MEDICARE - Payroll Tax	\$50,000	\$50,000	\$0
5020.02	Health Insurance	\$1,134,000	\$1,331,000	\$197,000
5020.03	Unemployment Insurance	\$20,000	\$20,000	\$0
5020.04	LT Disability/Life Ins	\$33,000	\$33,000	\$0
5020.05	Worker's Comp	\$291,031	\$313,000	\$21,969
TOTAL SALARY & BENEFITS		\$5,263,521	\$5,693,237	\$429,716
SERVICE & SUPPLY ACCOUNTS				
5090.02	Clothing & Supplies	\$4,000	\$3,000	-\$1,000
5090.05	Uniforms - Other	\$16,000	\$14,000	-\$2,000
5050.01	Communications - Phone	\$48,000	\$48,000	\$0
5090.20	Communications - Radio	\$1,000	\$1,000	\$0
5090.01	Household Expenses	\$15,750	\$13,750	-\$2,000
5060.01	Insurance Premiums/Public Liability	\$338,692	\$372,561	\$33,869
5060.02	Insurance Premiums/Physical Damage	\$16,671	\$18,338	\$1,667
5060.03	Insurance Premiums/Commercial & EPL Packages	\$15,000	\$33,000	\$18,000
5090.06	Service Contracts/Equipment	\$130,000	\$115,000	-\$15,000
5160.07	Park and Ride Maintenance	\$9,400	\$9,000	-\$400
5160.01	Maintenance/Buildings	\$6,000	\$2,500	-\$3,500
5160.05	Maintenance/Grounds	\$4,000	\$4,000	\$0
5160.09	Maintenance/Bus Stop	\$5,000	\$3,000	-\$2,000
5160.00	Maintenance/Other	\$5,000	\$2,500	-\$2,500
5040.00	Vehicle Maintenance (In-House)	\$345,000	\$293,000	-\$52,000
5040.02	Vehicle Maintenance/Tires & Tubes	\$108,000	\$95,000	-\$13,000
5040.03	Vehicle Maintenance/Lubricants	\$31,000	\$28,000	-\$3,000
5040.04	Vehicle Maintenance/Small Tools - Shop	\$5,500	\$4,300	-\$1,200
5040.80	Vehicle Maintenance/Sales Tax/ Fuel & Lub.	\$38,000	\$30,000	-\$8,000
5090.40	Memberships	\$7,000	\$6,000	-\$1,000
5090.70	Office Expense	\$18,000	\$15,000	-\$3,000
5090.80	Postage	\$4,000	\$4,000	\$0
5030.00	Professional Services	\$150,000	\$150,000	\$0
5030.10	Employee Medical Exams	\$13,000	\$13,000	\$0
5030.30	Background Checks	\$4,000	\$3,000	-\$1,000
5090.08	Pubs/Legal Notices	\$4,000	\$4,000	\$0
5090.75	Printing	\$34,000	\$28,000	-\$6,000
5120.02	Rents/Leases - Equipment	\$19,000	\$17,000	-\$2,000
5120.03	Rents/Leases Park and Rides	\$12,000	\$10,000	-\$2,000
5140.01	Equipment Purchase - Data Processing	\$3,000	\$1,000	-\$2,000
5140.05	Equipment Purchase - Office	\$38,000	\$8,000	-\$30,000
5150.00	Special Department Expense	\$5,000	\$5,000	\$0
5150.01	Marketing	\$25,000	\$25,000	\$0
5090.30	Staff Development/Travel	\$25,500	\$31,000	\$5,500
5040.01	Fuel Purchase	\$565,000	\$572,000	\$7,000
5090.72	Bank Charges / Credit Card Charges	\$200	\$2,500	\$2,300
5050.02	Utilities	\$54,000	\$54,000	\$0
5050.03	Utilities/ Park & Rides	\$21,000	\$21,000	\$0
4108.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
6270.00	Contingency	\$360,462	\$770,812	\$410,350
TOTAL SERVICES AND SUPPLIES		\$2,504,175	\$2,830,261	\$326,086
TOTAL OPERATING EXPENSES		\$7,767,696	\$8,523,498	\$755,802

EL DORADO COUNTY TRANSIT AUTHORITY
 PROPOSED
 PERSONNEL ALLOCATION TABLE
 Fiscal Year (FY) 2017/18

Classification	Approved FY 2016/17 (fte*)	Proposed FY 2017/18 (fte*)
Accounting Technician I	2	2
Administrative Analyst	1	1
Maintenance Custodian	1	1
Equipment Mechanic I/II	4	4
Fiscal Administration Manager	1	1
Information Technology Analyst	1	1
Maintenance Technician	2	2
Office Assistant II	2	2
Human Resources/Admin Services Manager	1	1
Operations Manager	1	1
Operations Supervisor	3	3
Planning and Marketing Manager	1	1
Safety Coordinator	1	1
Senior Equipment Mechanic	1	1
Executive Director	1	1
Transit Dispatcher	<u>4</u>	<u>5</u>
Transit Driver	34	34
<i>TOTAL ALLOCATED POSITIONS</i>	<i>61</i>	<i>62</i>

* fte = Full Time Equivalent

**EL DORADO COUNTY TRANSIT AUTHORITY
PROPOSED DRAFT ORGANIZATIONAL CHART
FISCAL YEAR 2017/2018**



AGENDA ITEM 2 E
Action Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Fiscal Year 2017/18 Preliminary Capital Improvement Plan
and 2017/18 Preliminary Capital Budget

REQUESTED ACTION:
BY MOTION,

1. **Adopt Preliminary Capital Improvement Plan for Fiscal Year 2017/18**
2. **Adopt Resolution No. 17-13 Adopting the Preliminary Capital Improvement Budget for Fiscal Year 2017/18**

BACKGROUND

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) require submission of a preliminary capital budget on or before the March meeting of each year. The Board shall adopt a preliminary capital budget by April 15 of each year. Final budgets are to be submitted to the Board on or before June 15 of each year. Final capital budget shall be adopted by the Board on or before July 15 of each year.

DISCUSSION

The Preliminary El Dorado County Transit Authority Capital Improvement Plan Fiscal Year 2017/18 (CIP) recommends capital projects and identifies funding. Projects include, but are not limited to: facility improvements; equipment purchase and replacement, vehicle purchase and replacement, software and hardware upgrades and replacement, safety and security systems and bus stop/park and ride improvements.

New fiscal year projects proposed in the CIP are numbered as 18-xx (e.g. 18-01; 18-02 etc.)

Recommended changes to prior year projects are designated with strikethrough and bold fonts. Staff is recommending for inclusion in the FY 2017/18 CIP;

- 12-09 Connect Card – Phase 2
- 16-01 Passenger Security Surveillance & Lighting – Bus Stops

Projects completed during the first six months of FY 2016/17 include;

- 11-06 Vehicle Replacement – Staff Car
- 12-02 Maintenance Facility – Exhaust Extraction System
- 13-01 Vehicle Replacement – Local Route and Dial-A-Ride
- 14-10 Information Technology Strategic Plan
- 15-01 Vehicle Replacement – Local Route and Dial-A-Ride
- 15-02 Internal Combustion Cushion Tire Lift Truck (Fork Lift - Replacement)
- 15-03 Mobile Data Computer Replacement
- 15-09 Branding Update
- 16-04 Vehicle Replacement – Local Route
- 16-05 Bus Stop Improvements with new Shelter and Amenities on Broadway-Placerville
- 16-06 Vehicle Replacement – Urban Dial-A-Ride
- 16-08 Vehicle Replacement - Staff Cars

Projects projected to be completed at end of FY 2016/17 include;

- 16-07 Administration / Maintenance Facility Equipment
- 17-06 Wi-Fi on Commuter Buses

As of February 20, 2017 there are several additional projects that staff is working on for preliminary costs. These plans are conceptual in nature and involve park & ride, bus stop planning and maintenance/facility needs. It is anticipated these items will be presented as a part of the final CIP FY 2017/18 on or before the June meeting.

FISCAL IMPACT

For an overall view of the CIP, a summary with budget figures is included as the final page of the document.

Adoption of the preliminary CIP and budget allow transit staff to proceed with projects to ensure timely completion. Individual projects are submitted for final Board approval/adoption.



EL DORADO TRANSIT



FISCAL YEAR 2017/18

Draft Capital Improvement Plan

March 2, 2017

**Prepared by: El Dorado County Transit Authority
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EL DORADO COUNTY TRANSIT AUTHORITY

CAPITAL IMPROVEMENT PLAN

FISCAL YEAR 2017/2018

EL DORADO COUNTY TRANSIT AUTHORITY

CAPITAL IMPROVEMENT PLAN

The El Dorado County Transit Authority (El Dorado Transit) maintains a fleet of large, medium and small buses, minivans and sedans. Fleet vehicles are utilized in the delivery of public transportation; for administrative support travel; staff development training; on-going public outreach travel and maintenance of transit facilities such as bus stops and park-and-ride lots. The Capital Improvement Plan is designed to address the financial investment required to maintain the fleet and facilities owned or leased by El Dorado Transit. Continuing the current level of service and managing the potential expansion of service will succeed only if adequate consideration is given to capital needs.

The Capital Improvement Plan is a planning document setting goals with realistic revenue projections. Vehicle replacement is a component of the Capital Improvement Plan. This annual planning process maximizes available funding for capital investments necessary to provide public transportation at the current level of service and efficient management of the expansion of public services.

As a financial management tool, the Capital Improvement Plan is prepared to take full advantage of capital funding programs, avoid large annual claims against local transportation funds for capital expenditures and to assure capital reserves are available in case annual capital revenue sources diminish or are not consistent. Capital Improvement Plan funding is available for full replacement cost and provides local match funding required for capital grant programs.

California public transit operators have several sources of capital funding available. Each funding source has differing criteria for eligible projects. Bus replacement funding is the most challenging capital funding for public transit operators.

The Capital Improvement Plan and Capital Budget for 2017/18 identify funding transit capital projects with; Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds, California Transit Security Grant Program - California Transit Assistance Funds (CTSGP-CTAF), deferred State Transit Assistance (STA) funds, Federal Transit Administration (FTA) Section 5307 funds, Federal Transit Administration (FTA) Section 5339 funds and Congestion Mitigation and Air Quality (CMAQ) funds.

The Capital Improvement Plan includes a summary of projects and funding sources; the budget and project descriptions.

Connect Card Program

Project No. 09-03

On February 7, 2008 the El Dorado County Transit Authority (El Dorado Transit) Board approved the continued participation in the implementation of a new fare system technology to provide a fare card that is accepted by all transit operators in the Sacramento region. The contactless smart card is a credit card-sized card with a microchip and antenna embedded inside. It has data storage capacity and processing power to electronically accommodate the different fares of each transit agency. A smart card system would require the procurement and installation of smart card readers on each bus. The initial capital outlay is for commuter buses that directly connect to other operators. Participation at this level requires El Dorado Transit be included in the development of technical standards and governance structure and the opportunity to expand to the local fixed routes after working with the commuter application.

COST SUMMARY (ESTIMATE)

	<u>Adopted Budget</u>
Connect Card Program	<u>\$248,554</u>
<i>Total Project Cost</i>	<u>\$248,554</u>

FUNDING SOURCES

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) FY 08/09	<u>\$248,554</u>
<i>Total Revenue</i>	<u>\$248,554</u>

Passenger Security Surveillance & Lighting - Bus Stops

Project No. 12-04

This project will include installation of security lighting and surveillance equipment at primary bus stops and transfer points for the local route service. The project will significantly enhance safety and security for transit passengers and property. The first phase of the project will focus on the Missouri Flat Transfer Center located on Missouri Flat Road south of the intersection with Forni Road. The Missouri Flat Transfer Center (Missouri Flat) currently serves as the primary transfer point for all local routes and the Iron Point Connector. The Missouri Flat stop is heavily traveled year-round and is utilized well before sunrise and after sunset during the winter months. At this location there are two bus shelters and benches and lighting is provided by utilizing solar powered LED lights inside the shelters. With the construction of a new business building directly above the stop, the solar panels are no longer functional.

Phase two of the project will include installation of security lighting and/or surveillance equipment at additional high traffic, local route bus stops. Type of equipment and the scope of work will depend on the location of the stops identified, existing security measures and availability of funding.

COST SUMMARY (ESTIMATE)

	<u>Adopted Budget</u>
Passenger Security Surveillance & Lighting - Bus Stops	<u>\$124,854</u>
<i>Total Project Cost</i>	<i>\$124,854</i>

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) FY 10/11	<u>\$124,854</u>
<i>Total Revenue</i>	<i>\$124,854</i>

Western Placerville Interchange (WPI) – Park and Ride Project

Project No. 12-06 (5)

All work related to the full build out of a Park and Ride lot within the Western Placerville Interchange (WPI).

The El Dorado County Transit Authority Park-and-Ride Facilities Master Plan, August 2009 contemplates the rough grading for two (2) Future Park and ride facilities within the Western Placerville Interchanges project.

Environmental review will be incorporated in the City of Placerville scope of a supplemental Environmental Impact Report (EIR).

Potential 150 +/- will be located between the off ramp and Forni Road

Total Project Cost Engineers Estimate for full park and ride build out is \$2,230,000.

COST SUMMARY (ESTIMATE)

	<u>Adopted Budget</u>
Western Placerville Interchange Park & Ride	<u>\$2,700,620</u>
<i>Total Project Cost</i>	<u>\$2,700,620</u>

FUNDING SOURCES

FY 2010/11 Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)	\$1,270,620
2013/14 Congestion Mitigation and Air Quality (CMAQ)	\$1,100,000
State Transit Assistance (STA)	<u>\$ 330,000</u>
<i>Total Revenue</i>	<u>\$2,700,620</u>

Connect Card – Phase 2

Project No. 12-09 (4)

The initial phase of the Connect Card project is designed to include the foundation of hardware, software, implementation and training, and the installation of smart card readers on the commuter fleet vehicles.

This project will provide for installation of smart card readers and accompanying hardware on the local fixed route bus fleet. This project builds on the previous regional smart card implementation which includes the necessary agency infrastructure and outfitting commuter route vehicles only. This project will extend the capability of accepting electronic, proximity or “tap” type smart cards for fare payment to the local fixed route bus fleet. Smart cards provide passengers and support organizations a convenient, replenishable, electronic fare media. Once implemented, the smart card system will allow for accurate tracking, management and distribution of fares by the agency and a web based management tool for client transportation benefit coordinators.

<i>COST SUMMARY (ESTIMATE)</i>	Adopted <u>Budget</u>	Proposed <u>Budget</u>
Upgrade Video System	<u>\$43,315*</u>	<u>\$160,000**</u>
<i>Total Project Cost</i>	<u>\$43,315</u>	<u>\$160,000</u>

FUNDING SOURCES

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) FY (10/11)	<u>\$43,315</u>	<u>\$160,000</u>
<i>Total Revenue</i>	<u>\$43,315</u>	<u>\$160,000</u>

~~* \$116,685 of available FY 2010/11 PTMISEA has been transferred to project 16-04~~

****Full funding of \$160,000 has been restored to this project. State Transit Assistance (STA) funds will be used for project 16-04**

Maintenance Facility Equipment

Maintenance Facility

Project No. 13-05

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. With the addition of the larger MCI Motor Coach busses, current tools and scaffolding type platform and lifts are needed to safely access the vehicles.

Also included in this project will be the purchase of a TIG welder.

This capital project will allow for the purchase of the following equipment;

- Socket Driver, T80
- Tank Top Lift, 13ft.
- Work Platform, 7 step
- Base Wide Aluminum Scaffold

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Maintenance Facility Equipment	\$22,500
Contingency 10%	<u>\$ 1,125</u>
<i>Total Project Cost</i>	<u>\$23,625</u>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$23,625</u>
<i>Total Revenue</i>	<u>\$23,625</u>

Metal Fabrication Tools

Maintenance Facility

Project No. 14-03

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. The facility includes three (3) large bays and repair stations.

When a bus receives body damage maintenance staff contacts vendors to perform work. The acquisition of a vertical band saw, foot shear, sheet metal brake, plasma cutter, heavy duty work benches and combination belt and disc sander allows staff to perform the fabrication of metal panels significantly reducing body damage repair costs.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Vertical Band Saw	\$3,604
Foot Shear	\$1,723
Sheet Metal Brake	\$1,095
Plasma Cutter	\$1,590
Heavy Duty Work Benches	\$1,464
Combination Disc Sander	\$1,380
10% Contingency	<u>\$1,087</u>
<i>Total Project Cost</i>	<i>\$11,942</i>

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$11,942</u>
<i>Total Revenue</i>	<i>\$11,942</i>

Park-and-Ride Parking Lot Maintenance

Project No. 15-08

The El Dorado County Transit Authority (El Dorado Transit) utilizes and maintains several Park-and-Ride locations throughout El Dorado County. General maintenance is done on a regular basis including landscaping services.

Normal wear and tear on these locations requires larger projects such as re-striping, asphalt repairs, curb repairs and other items on an as needed basis.

Included within this project element will be the needs of the El Dorado Hills Theater temporary parking lot.

COST SUMMARY (ESTIMATE)

	Adopted <u>Budget</u>
Park-and-Ride Parking Lot Maintenance	<u>\$250,000</u>
<i>Total Project Cost</i>	<i>\$250,000</i>

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$250,000</u>
<i>Total Revenue</i>	<i>\$250,000</i>

Passenger Security Surveillance & Lighting - Bus Stops

Project No. 16-01 (3)

This project will include installation of security lighting and surveillance equipment at primary bus stops and transfer points for the local route service. The project will significantly enhance safety and security for transit passengers and property. The project proposes to install security cameras and/or lighting at the following locations, Central Park and Ride, Placerville Station, Cambridge Road Park and Ride, El Dorado Hills Park and Ride and the Victory Mine bus stop. Additional locations may be included depending on funding availability.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Passenger Security Surveillance & Lighting - Bus Stops	<u>\$293,539</u>
<i>Total Project Cost</i>	<u>\$293,539</u>

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF FY 12/13)	\$124,854
California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF FY 11/12)	\$ 52,000
Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) FY (10/11)	\$116,685
State Transit Assistance (STA) Funds	<u>\$116,685</u>
<i>Total Revenue</i>	<u>\$293,539</u>

Exterior Paint of Administration Building at 6565 Commerce Way, Diamond Springs, CA

Project No. 16-03

The exterior of the El Dorado Transit Administration Building has not been painted since before 1998. With the completion of the Tenant Improvement in FY 2014/15 it was recommended that the exterior of the facility be repainted.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Exterior Paint	\$20,544
10% Contingency	<u>\$ 2,054</u>
<i>Total Project Cost</i>	\$22,598

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$22,598</u>
<i>Total Revenue</i>	<u>\$22,598</u>

Bus Parking Lot Improvements

Project No. 17-01

The El Dorado County Transit Authority (El Dorado Transit) parks all vehicle assets on site at our facility located on the northeastern portion of the property. The parking area has interior and perimeter lighting, chain link fencing, a paved surface and mechanical entry gate.

The current lighting is non-efficient incandescent and there are two (2) light poles located centrally in the parking area which have been struck by vehicles several times while maneuvering through the lot. The pavement condition is degraded significantly and the lot is currently at capacity. The current design of the mechanical entry gate is antiquated requiring above average maintenance.

This project will include the removal of the interior light poles, removing and replacing light fixtures with LED heads, installation of surveillance cameras, removing and replacing of concrete curbs, excavation to expand minivan and staff car parking, parking bumper installation, striping and removal and replacement of the entry gate.

COST SUMMARY (ESTIMATE)

	<u>Proposed Budget</u>
Bus Parking Lot Improvements	\$120,360
10% Contingency	<u>\$ 12,036</u>
<i>Total Project Estimate</i>	\$132,396

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF) (Proposition 1B) (California) FY 13/14	\$124,854
State Transit Assistance (STA)	<u>\$ 7,542</u>
<i>Total Revenue</i>	\$132,396

Vehicle Replacement 5 Year Plan – Commuter

Project No. 17-02

The El Dorado County Transit Authority (El Dorado Transit) participated in a joint-procurement contract with the Yolo County Transportation District (YCTD). The contract expired in March 2014.

El Dorado Transit currently has five (5) 40' Bluebird commuter buses that are no longer being supported by the manufacturer.

As the YCTD contract has expired, staff is currently working on a joint procurement to replace the existing Bluebird buses with the Motor Coach Industries (MCI) buses. The contract will require a commitment to funding in a five year plan.

FIVE (5) 40' BLUEBIRD BUSUS

EDCTA #	Vehicle Type	Mileage As of 02/19/16
0601	2006 BlueBird Bus	219,571
0602	2006 BlueBird Bus	250,538
0603	2006 BlueBird Bus	238,217
0604	2006 BlueBird Bus	182,094
0605	2006 BlueBird Bus	181,921

FRAMEWORK FOR 5 YEAR FUNDING PLAN

	Year 1 1	Year 3 2 3	Year 5 4 5
FY 2015/16 FTA Section 5307	\$308,771		
FY 2015/16 FTA Section 5339	\$171,229		
State Transit Assistance	\$120,000		
FY 2016/17 FTA Section 5307		\$308,771	
FY 2015/16 FTA Section 5339		\$171,229	
State Transit Assistance		\$120,000	
FY 2017/18 FTA Section 5307			\$308,771
FY 2016/17 FTA Section 5339			\$171,229
State Transit Assistance			\$120,000
FY 2018/19 FTA Section 5307			
FY 2016/17 FTA Section 5339			\$308,771
State Transit Assistance			\$115,084
			\$176,145
	\$600,000	\$600,000	\$600,000

Bus Stop Improvements with new Shelter and Amenities on Upper Broadway, Placerville

Project No. 17-03

The El Dorado County Transit Authority (El Dorado Transit) operates a local fixed route service in the City of Placerville that includes stops on Broadway. Currently one (1) stop meets design standards on the south side.

El Dorado Transit recommends an advertising shelter with a schedule holder. This would meet El Dorado Transit design standards. The advertising program managed by El Dorado Transit provides shelter and bus stop maintenance and miscellaneous revenue. The shelter maintenance is performed by the third party advertising contractor saving the El Dorado Transit resources (staff time and funding).

Project will include the build-out of a bus turnout and the acquisition and installation of bus shelter, waste receptacle, wall schedule, tax, delivery and solar power if required.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Bus Stop Improvements	\$150,509
Contingency 10%	<u>\$ 15,505</u>
<i>Total Project Cost</i>	<i>\$166,014</i>

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$166,014</u>
<i>Total Revenue</i>	<i>\$166,014</i>

Cameron Park Drive Bus Stop Improvements

Project No. 17-04

The El Dorado County Transit Authority (El Dorado Transit) uses a designated bus stop located on the southwest corner of the intersection of Cameron Park Drive and Green Valley Road. This bus stop consists of an asphalt pullout and a stand-alone concrete pad with shelter.

This project will include the replacement of the asphalt pullout with concrete, increasing the size of the concrete pad for the shelter, adding sidewalk and curbing to meet Americans with Disabilities (ADA) minimum standards, lighting and security cameras.

COST SUMMARY (ESTIMATE)

Cameron Park Bus Stop Improvements	<u>\$300,000</u>
<i>Total Project Estimate</i>	<i>\$300,000</i>

FUNDING SOURCES

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF FY 14/15)	\$124,854
Development Fees	\$ 50,000
State Transit Assistance (STA)	<u>\$123,146</u>
<i>Total Revenue</i>	<i>\$300,000</i>

Maintenance Facility – Safety and Equipment

Project No. 17-05

The El Dorado County Transit Authority (El Dorado Transit) operates a maintenance facility to repair and maintain all fleet vehicles excluding major body repairs, paint and windshield installation. The facility includes three (3) large bays and repair stations to allow for multiple repairs to occur simultaneously.

It has been identified that several projects can be made to increase productivity as well as the addition of safety equipment.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>
Cable Harness System	\$10,000
Oil Tank Relocation	\$ 3,000
Opacity Testing Machine	\$10,000
Pallet Racking System	\$25,000
Contingency (10%)	<u>\$ 4,800</u>
<i>Total Project Cost</i>	<u>\$52,800</u>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$52,000</u>
<i>Total Revenue</i>	<u>\$52,000</u>

Administration / Maintenance Facility Equipment

Project No. 17-07

El Dorado Transit may have the need during the Fiscal Year 2016/17 to procure items considered incidental in nature, but are above the \$500 threshold that designates an asset posted to the depreciation schedule. Examples of this would include the replacement of small office equipment/furniture and/or replacement of Maintenance equipment.

Adoption of the project and budget allows transit staff to procure small items in a timely manner with the least amount of inconvenience to the public and staff. Individual purchase orders for this project will be presented to the Board for approval if they exceed the \$25,000 per purchase limit or if a budget increase is requested.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Admin./Maintenance Facility Equipment	<u>\$40,000</u>
<i>Total Project Cost</i>	<u>\$40,000</u>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$40,000</u>
<i>Total Revenue</i>	<u>\$40,000</u>

Moderate Improvements to Administration Building

Project No. 18-01

Currently the gutter system on the administration building has the water from the roof drain directly onto the back cement pad area at the rear of the building. This needs to be redirected to prevent possible hazards.

There is a small cement pad on the west end of the administration building that needs to be expanded to allow for a small shed to house a vault wagon when not in use. The wagon currently is placed in the break room.

Additional maintenance projects as needed for FY 2017/18.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	<u>\$ 15,000</u>
<i>Total Project Cost</i>	<i>\$165,000</i>

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$165,000</u>
<i>Total Revenue</i>	<i>\$165,000</i>

Bus Shelters Amenities

Project No. 18-02

El Dorado Transit staff is looking towards improving the amenities for current and future bus stop locations. In order to meet the needs in a timely manner, this project would allow for the purchase and planning of amenities such as shelters, benches, waste receptacles and solar energy panels etc.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	<u>\$ 15,000</u>
<i>Total Project Cost</i>	<i>\$165,000</i>

FUNDING SOURCE

State Transit Assistance (STA)	<u>\$165,000</u>
<i>Total Revenue</i>	<i>\$165,000</i>

Administration / Maintenance Facility Equipment

Project No. 18-03

El Dorado Transit may have the need during the Fiscal Year 2016/17 to procure items considered incidental in nature, but are above the \$500 threshold that designates an asset posted to the depreciation schedule. Examples of this would include the replacement of small office equipment/furniture and/or replacement of Maintenance equipment.

Adoption of the project and budget allows transit staff to procure small items in a timely manner with the least amount of inconvenience to the public and staff. Individual purchase orders for this project will be presented to the Board for approval if they exceed the \$25,000 per purchase limit or if a budget increase is requested.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Admin./Maintenance Facility Equipment	<u>\$40,000</u>
<i>Total Project Cost</i>	<u>\$40,000</u>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$40,000</u>
<i>Total Revenue</i>	<u>\$40,000</u>

El Dorado County Transit Authority
Preliminary Capital Improvement Plan Budget Fiscal Year 2017/18

Approved Capital Projects				Beginning Balance as of 12/31/2016								
Status	Priority	CIP Project Number	Project Description	Budget	Deferred STA* \$3,458,546	FTA Section 5307 \$571,391	FTA Section 5339 \$800,000	PTMISEA 8/9 \$248,554	PTMISEA 10/11 \$1,430,620	CTSGP-CTAF \$603,416	DEVELOPER \$50,000	CMAQ \$1,100,000
ACTIVE	1A	09-03	Connect Card (UTFC) Program	\$248,554				\$248,554				
ACTIVE	2A	12-04	Passenger Security Surveillance & Lighting - Bus Stops	\$124,854						\$124,854		
ACTIVE	2B	16-01	Passenger Security Surveillance & Lighting - Bus Stops	\$293,539	\$116,685					\$176,854		
ACTIVE	2C	17-07	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
ACTIVE	3A	15-08	Park-and-Ride Parking Lot Maintenance	\$250,000	\$250,000							
ACTIVE	3B	17-01	Bus Parking Lot Improvements	\$132,396	\$7,542					\$124,854		
PLANNED	3C	17-04	Cameron Park Drive Bus Stop Improvements	\$300,000	\$123,146					\$176,854	\$50,000	
ACTIVE	4A	17-02	Vehicle Replacement 5 Year Plan - Commuter	\$3,000,000	\$656,145	\$1,543,855	\$800,000					
PLANNED	5A	13-05	Maintenance Facility Equipment	\$23,625	\$23,625							
PLANNED	5B	14-03	Metal Fabrication Tools	\$11,942	\$11,942							
PLANNED	5C	16-03	Exterior Paint of Administration Building	\$22,598	\$22,598							
PLANNED	5D	17-05	Maintenance Facility - Safety and Equipment	\$52,000	\$52,000							
ACTIVE	6A	12-06	Western Placerville Interchange (WPI) Park and Ride	\$2,700,620	\$330,000				\$1,270,620			\$1,100,000
PLANNED	6B	17-03	Bus Stop Improvements - Upper Broadway	\$166,014	\$166,014							
ACTIVE	7A	12-09	Connect Card - Phase 2	\$160,000					\$160,000			
PLANNED	8A	18-01	Moderate Improvements to Administration Building	\$165,000	\$165,000							
PLANNED	8B	18-02	Bus Shelter Amenities	\$165,000	\$165,000							
PLANNED	8C	18-03	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
Project Totals				\$7,896,142	\$2,169,697	\$1,543,855	\$800,000	\$248,554	\$1,430,620	\$603,416	\$50,000	\$1,100,000
Remaining Funds Available					\$1,288,849	-\$972,464	\$0	\$0	\$0	\$0	\$0	\$0

Priority - Key Code

- 1 = Active project, Work In Progress, projected completion undetermined
- 2 = Active project, Work In Progress, projected completion in FY 2016/17
- 3 = Active project, Work In Progress, projected completion during Fiscal Year 2017/18
- 4 = Funding in place, pending Specifications and Purchase Order
- 5 = Funding in place, pending staff management availability
- 6 = Funding received, Project ongoing
- 7 = Pending completion of Phase I
- 8 = Pending Funding

*Per FY 2015/16 Audited Financials minus first six month expenses FY 2016/17

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-13**

RESOLUTION OF THE EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING THE
PRELIMINARY CAPITAL
BUDGET FOR FISCAL YEAR 2017/18

WHEREAS, Section 11.1 of the Joint Powers Agreement (JPA) establishing the El Dorado County Transit Authority states, *“For each fiscal year, the Board shall adopt capital and operating budgets which are consistent with the requirements of the Regional Transportation Planning Agency, the California Transportation Development Act, the Federal Highway Act of 1973, and the Federal Transit Administration Act as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of EDCTA.”*; and

WHEREAS, Section 7.1 Preliminary Budgets of the Bylaws states, *“The Executive Director shall propose a preliminary operating budget and a preliminary capital budget to the Board on or before the March meeting of each year.”*; and

WHEREAS, the El Dorado County Transit Authority prepared the preliminary capital budget for Fiscal Year (FY) 2017/18 incorporated as an attachment to this resolution; and

WHEREAS, the preliminary capital budget for FY 2017/18 ending June 30, 2018 is based upon continuation of current public transportation services provided by the El Dorado County Transit Authority; and

WHEREAS, the preliminary FY 2017/18 capital budget projected revenue is based on known levels of anticipated funding;

NOW THEREFORE, BE IT RESOLVED, the El Dorado County Transit Authority hereby adopts the preliminary capital budget for FY 2017/18 ending June 30, 2018.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 2nd day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Patty Borelli, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 2 F
Action Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Maria Harris, HR Manager/Admin Services
SUBJECT: Joint HR Services Agreement with Koff & Associates

REQUESTED ACTION:
BY MOTION,

- 1. Approve HR Services Procurement Sub-Agreement between the El Dorado County Transit Authority and Koff & Associates for a Classification and Compensation Study**
- 2. Authorize the Executive Director or his/her designee to approve and sign all documents necessary to complete a Classification and Compensation Study**
- 3. Approve Purchase Order No. 22276 to Koff & Associates for \$33,600**

BACKGROUND

A professional Compensation and Benefit Study prepared by Koff & Associates for El Dorado County Transit Authority (El Dorado Transit) was implemented in November 2014. At that time a review of job classifications was not included within the study.

March 6, 2014	The El Dorado Transit Board authorized publication of a Request for Proposals (RFP) for development of an agency-wide study based on total compensation (wages and value-of-benefits)
May 12, 2014	Contract award to Koff & Associates
June 19, 2014	El Dorado Transit Board approved comparator agencies for Study
October 2, 2014	The El Dorado Transit Board received and filed the <u>Final Report of the Total Compensation Study, El Dorado County Transit Authority, August 2014</u> prepared by Koff & Associates
November 6, 2014	The El Dorado Transit Board adopted the salary structure on November 6, 2014, per the <u>Final Report of the Total Compensation Study, El Dorado County Transit Authority, August 2014</u> (Study)

prepared by Koff & Associates. Copy of the report is available at <http://eldoradotransit.com/document-library/>

The El Dorado Transit Board of Directors approved a comprehensive compensation and benefit study on November 6, 2014 that analyzed and compared wages plus the value of benefits to approved relative comparator agencies.

The most significant outcome of the Study was a new salary structure that provides El Dorado Transit internal equity within job classifications and an effective salary structure that enables El Dorado Transit to establish pay ranges based on market studies including the Consumer Price Index which analyzes cost of living adjustments.

The new salary structure included the recommendation to “Y” rate two (2) job classifications and Grandfather three (3) job classifications whose salaries were above the market range at that time. The five (5) job classifications have remained in the current range until the market salaries catch-up with their current salary; resulting in no immediate loss of compensation, but delayed future increases until the incumbent’s salary falls within the salary range.

Compensation strategies within the report were designed to attract and retain excellent staff. The collected data has provided El Dorado Transit with an invaluable tool to utilize in making future compensation decisions. This includes regularly reviewing market data to determine appropriate compensation philosophies and guidelines.

DISCUSSION

The El Dorado Transit Human Resources Manager recommendation is to complete a full classification and compensation study as a strategy to maintain the integrity of the initial compensation/benefit study.

El Dorado Transit has eighteen (18) job classifications. Some classifications have not been updated since 1994 and others have been updated on a case by case basis. A significant objective of the proposed Classification and Compensation Study is to obtain accurate and descriptive information about the work in the classified positions. The goal in updating all job classifications is to ensure they are current and relevant which is an essential ingredient of a comprehensive compensation program. Job descriptions provide a basis for job comparison to market data collected for that job.

The Sacramento Area Council of Governments (SACOG) procured a Professional Services Agreement (PSA) with Koff & Associates to provide a Complete Classification and Compensation Study. There exists an opportunity to “piggyback” on the SACOG PSA with Koff & Associates. Staff recommends approving El Dorado Transit’s participation in the SACOG Joint HR Services Agreement.

The agreement between SACOG and Koff & Associates meets all local, federal and state adopted procurement requirements. A draft Sub-Agreement including Scope of Services (Exhibit A) is attached for review along with the purchase order.

FISCAL IMPACT

Cost Proposal: \$33,600

Contingency: \$ 4,000

Total: \$37,600

Amount included in Adopted Fiscal Year 2016/17 Budget.

Attachments:

- A. Sub-Agreement
- B. Purchase Order No. 22276

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

HR SERVICES PROCUREMENT SUB-AGREEMENT

between

Koff & Associates and El Dorado County Transit Authority

THIS HR SERVICES PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2017, by and between the *El Dorado County Transit Authority*, a *describe form of entity* (hereinafter "Participating Agency"), and *Koff & Associates a California Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *September*, 2016 (the "SACOG Agreement") to provide various forms of Human Resource Services to certain participating SACOG member agencies and other eligible entities; and

B. The Participating Agency desires to purchase Human Resource Services from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement attached hereto as Exhibit A-2 are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor may perform any of the Eligible Services set forth in Exhibit A of the SACOG Agreement. The actual services to be provided by Contractor to the Participating Agency are set forth in the scope of work attached hereto as Exhibit A-1.

3. The Participating Agency shall pay Contractor in arrears for Human Resource Services delivered in accordance with the rate schedule set forth in Exhibit B of the SACOG Agreement, attached hereto. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

5. Insurance Requirements.

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) In addition to the requirements in Section 15 of the SACOG Agreement, or in place of those requirements, the Contractor shall provide the following insurance coverages: *No further requirements at this time*

Attachment A

6. If applicable, insert any other special terms and conditions not inconsistent with the SACOG Agreement. *None at this time.*

7. Project Manager:

The Participating Agency's project manager for this Agreement is Maria Harris, Human Resources/Admin Services Manager, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

*Maria Harris. Human Resources/Admin Services Manager
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619*

Contractor's project manager for this Agreement is Georg Krammer. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency; which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Georg Krammer, CEO
Koff & Associates
2835 7th St
Berkeley, CA 94710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

Maria Harris, Human Resources/Admin Services Manager

KOFF & ASSOCIATES, INC.:

GEORG KRAMMER
Chief Executive Officer

EXHIBIT “A-1”

SCOPE OF SERVICES

I. BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) requires services for conducting a comprehensive compensation and benefit study of its administrative, professional, support & technical, clerical non-bargaining and bargaining positions including a review of salary ranges and benefit package. Currently the agency has one union group.

El Dorado Transit currently employs approximately twenty-four (24) full-time non-represented employees under sixteen (16) job titles in 3 departments and forty-four (44) represented employees under one (1) job title in 1 department.

II. PROJECT SUMMARY AND DESCRIPTION

The Consultant will work under direction of the Participating Agency’s Executive Director and management team. Funding for the Consultant services will be provided by Participating Agency utilizing local funding sources. The Sub-Agreement will be awarded/executed under Board adopted purchasing procedures or contract law.

The overall objective of the Classification and Compensation Study is to align job descriptions with the current roles and responsibilities of classified employees and conduct a market analysis of compensation in similar or like jobs in other transit agencies.

The goal of El Dorado Transit is to update our current job descriptions, compete with comparable transit agencies, offer fair wages for services and recruit/train/retain and support a motivated, capable and diverse workforce. The following are specific objectives for the study:

1. Conduct a thorough job analysis of all classified positions
2. Develop and/or update class specifications for all classifications including the following elements:
 - Position Title
 - Definition
 - Distinguishing Characteristics
 - Essential Functions
 - Minimum Qualifications including knowledge, skills and abilities
 - Desirable Qualifications
 - Working Conditions including work environment and physical abilities in accordance with accepted ADA requirements
3. Conduct a total compensation salary survey of comparable transit agencies
4. Develop a manual detailing the methodology of the study and providing guidance to staff in implementing the system.

III. ACTUAL SERVICES TO BE PROVIDED

CLASSIFICATION STUDY

Task A. Initial documentation review/meetings with study project team staff

- Meet with designated management staff member to validate scope of services, methodology, timelines and other deliverables.
- Define the process for communication with management and other employees during each step of the study. Meet with, and present information to, employees and Board of Directors.
- Review organizational charts, budgets, personnel policies, memorandums of understanding, and related information as necessary

Task B. Orientation meetings with employees and distribution of Position Description Questionnaire

- Design an appropriate Position Description Questionnaire (PDQ) to be discussed with the Project Team and customized as needed to meet the study objectives prior to distribution to classified employees and their supervisors.
- The Consultant will facilitate orientation meetings with employees (within the same time frame as the initial project kick-off meeting) and distribute the PDQ to start the classification portion of the study.
- The Consultant will discuss the importance of the employees' involvement in the study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are not a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

Task C. Position Description Questionnaire completion and review

- Consultant will provide employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. At the same time, the Consultant will invite employee to complete an individual PDQ if they prefer and if they want to be interviewed separately.
- The Consultant will provide an email version of the PDQ so that employees can more easily complete it; however, if there are employees who want to complete a hardcopy manually, that will be provided as well.
- Employees will complete the questionnaire and send it to their supervisor/manager for review, comment and signature.
- Upon receipt of completed questionnaires, Consultant will review and analyze detail along with other documentation.

Task D. Employee/supervisor/management interviews

- Consultant will conduct interviews with a representative group of employees in each classification. Consultant may employ the following approach and interview.
 - All employees in single-position classifications;
 - An adequate sampling of employees in multiple-position classification; and
 - Any employee who requests an interview
- Consultant will offer employees the option to be interviewed in a focus group session with incumbents in the same classification or to request an individual interview if they prefer. Consultant will recommend individual interviews only if the employee wants to discuss certain issues (e.g., out of class responsibilities, etc.) in privacy with the consultant. However, for smaller efforts, especially when it comes to position reallocation studies, where often only one and perhaps a few positions are studied, all incumbents will be interviewed.
- Interview will then be held with appropriate supervisor and management staff to confirm content accuracy and resolve inconsistencies regarding roles, tasks, scope and supervisory responsibilities.
- Supervisors and Managers will also be interviewed to clarify their own responsibilities and confirm the information received in the interviews from their staff.
- Conduct follow-up interviews as necessary for clarification of information collected.

Task E. Classification concept/preliminary allocation development

- Consultant's job evaluation will result in a classification plan concept and employee allocation document that will be submitted to the agency for review and approval. Consultant will compare changes in business need and operations, as well as any reorganization, with the established classification system and job families, as well as review internal relationships between classifications.

Consultant's job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

- Education, Training, and Certifications/Licenses
- Experience
- Problem Solving/Ingenuity
- Attention/Stress (Concentration/Time Pressure & Interruptions)
- Independence of Action/Responsibility
- Contacts with Others/Internal/External
- Supervision Received and/or Given to Others
- Consequences of Action/Decisions Made on the Job
- Working Conditions
- Physical/Mental Demands

Attachment A

- Consultant's analysis will include written documentation of our assessment methodology and assessment for each position surveyed.
- This deliverable will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. Consultant will review and analyze current classification series, the number of classifications and classification levels. Consultant will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

Task F. Draft class description development and update

- After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the Participating Agency.
- From the review of the PDQs and employee interviews, Consultant will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. Consultant will recommend new classifications/class levels, and/or operational changes, business needs, and any reorganization requiring new classifications.
- Consultant will review, analyze, and update, as appropriate, knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certification requirements.
- Consultant will also review and update the physical demands based on the essential job functions of each classification in accordance with the Americans with Disabilities Act (ADA).
- Accurately assess the current roles and responsibilities of the incumbents in each classification. Determine whether the duties performed by each incumbent are within the scope of the assigned classification.
- Consultant will review each studied classification's essential job functions and determine exempt vs. non-exempt status in accordance with "white collar" exemptions under the Fair Labor Standards Act (FLSA).

Task G. Draft class description review and informal appeal process

- A draft copy of the revised/new class description with allocation recommendation will be submitted to the Project Team and subsequently to each manager, supervisor, and employee, to give each stakeholder group an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications.
- Each employee whose position was studied will receive a memorandum from us outlining what has been accomplished, how to best review the draft classification specification that will be attached, and how to provide feedback to us. Supervisors and managers receive a copy of their employees' draft class descriptions and will be asked to review their employees' comments and feedback to verify and concur with the information provided.

Attachment A

- Employees shall submit their written concerns (via their supervisor/manager) to the Project Manager who will forward to the Consultant. While employees may not always agree with our recommendations, they have a “second chance” to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.
- Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan. These discussions will be by email, telephone, or additional direct personal contact with employees, depending upon the extent of the response.
- Class description changes will be made as required and the class specifications will be finalized and submitted for approval. All employees who submitted their comments during the review process will be notified in writing regarding the outcome of their concerns.

Task H. Finalize classification plan and draft interim report/final report

- A Draft Interim Report of the Classification Study will be completed and submitted to the agency for review and comment.

The report will contain:

- Classification recommendations for each studied position, including documentation regarding study goals and objectives, classification methodology, approach, and process as well as all findings, analysis, and resulting recommendations; and
 - Classification concepts and guidelines, occupational groups of classifications as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed.
- Once the Consultant has received the Participating Agency’s comments regarding the Draft Interim Report and has made any necessary changes, a Final Classification Report will be developed.

COMPENSATION STUDY

Task A. Identify/confirm comparator agencies, benchmark classifications, and benefits to be collected

- Consultant will discuss the compensation study factors with the Project Team during the initial meeting for the classification study.
- Consultant will identify/confirm appropriate comparator agencies that will be included in the external market survey which will be the foundation of ensuring that the Participating Agency’s salaries for the studied classification are competitively aligned with the external labor market.
- Consultant will also identify those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classification with those that were surveyed.
- The Consultant will determine the list of benefits that the Participating Agency wants to include in the total compensation data gathering process.

Task B. Determination/confirmation of comparator agencies

- Consultant will use the following factors to identify appropriate comparators and receive approval from Project Team and Participating Agency's Board of Directors before proceeding with the compensation data analysis. The factors Consultant will review when selecting and recommending appropriate comparator agencies include.
 - Organizational type and structure
 - Similarity of population served, agency demographics, agency staff, and operation and capital improvement budgets.
 - Scope of services provided
 - Labor Market
 - Cost of Living
- It is recommended to use ten to twelve (10-12) comparator agencies to be used for all classifications.

Task C. Determine benchmark classifications

- The classes to be surveyed shall be agreed upon by all parties prior to commencement of the data-gathering process.
- Consultant will collaborate with the Participating Agency to select the appropriate number of benchmarks.

Task D. Determination of salary and benefits data to be collected

- In addition to base salaries, benefits data elements for total compensation study shall include the following:
 - Monthly Salary
 - Employee Retirement
 - Medical, Dental and Vision Insurance
 - Life Insurance and Long-Term Disability
 - Leave – including Vacation, Holiday, Management Leave
 - Deferred Compensation
 - Retiree Health
 - Other – including education benefits, longevity pay, uniform allowance, on-call pay, shift differential

Task E. Data collection

- Consultant shall conduct all of the data collection and analysis to ensure validity of the data and quality control.
- Consultant shall compare job description to job description and not just job titles therefore ensuring true “matches” of at least 70%, which is the percentage used to determine whether to include a comparator classification or not.
- Consultant's analysis will include written documentation of the assessment methodology and assessment for each position surveyed.

Attachment A

- Consultant will make preliminary “matches” and then schedule appointments by telephone, and sometimes in person with knowledgeable individuals to answer specific questions.

Task F. Analysis and preliminary data review

- Data will be entered into spreadsheet format designed for ease of interpretation and use,
- The information will be presented in a format that will identify comparator positions used for each classification comparison.
- Information will be calculated based upon both average and median figures allowing the Participating Agency to make informed compensation decisions.
- Consultant will include any type of statistical representation and analysis that the Participating Agency desires such as 60th, 70th or any other percentiles.
- Benefits will be displayed in an easy-to-read format.
- Participating Agency will receive three sets of spreadsheets per classification, one with base pay, one with the benefits details and one with total compensation statistical data.
- Other benefits will be reported on a separate spreadsheet, if requested.

Task G. Draft compensation findings/additional analysis/study and Project Team Meetings

- Consultant will distribute findings to the Participating Agency and meet with Project Team to clarify data, receive requests for re-analysis of certain comparators, and to answer questions and address concerns.
- If questions arise, Consultant will conduct follow-up analysis to reconfirm its original findings and/or make corrections as appropriate.

Task H. Internal relationship analysis and internal alignment

- Consultant shall use the whole position analysis methodology to develop an internal position hierarchy based on the organizational value of each classification
- Consultant will make recommendations regarding vertical salary differentials between classes in a class series, as well as across departments and integrated with the results of the compensation survey.
- Consultant will create a sound and logical compensation structure for the various levels within each class series.

Task I. Compensation Structure and Implementation Plan Development

- Consultant will review and make recommendations regarding alignment and the salary structure within which the classes are allocated (set of salary ranges, salary differentials, steps within ranges, control points and/or other alternative compensation plans, if desired)
- Consultant will develop recommendation for pay grades and salary ranges for all classifications based on median and/or mean salaries from the comparator agencies.
- Consultant will conduct competitive pay analysis using the market data gathered to assist in the determination of external pay equity issues, and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues and create a market adjustment implementation

strategy for supporting the agency’s broader strategies, goals, objectives, and budget considerations.

- Consultant will evaluate the benefit offerings in the labor market and make recommendations for better alignment and/or differential benefit offering as indicated by the analysis and best practices.
- Draft recommendations will be discussed with the Project Team and agency Board of Directors prior to developing an Interim Report.

Task J. Preparation of draft final and final report and deliverables

- A Draft Interim Report of the Compensation Study will be completed and submitted to the Participating Agency for review and comment. The report will provide:
 - Detailed compensation findings, documentation, and recommendations;
 - A set of all market data spreadsheets;
 - A proposed Salary Range document;
 - Policies and procedures to address employees whose base pay exceeds the maximum of a newly assigned pay range;
 - A manual of instructions regarding the administration of the proposed compensation system; discussion of how the compensation program impacts employee recruitment and retention efforts;
 - Implementation issues and cost projections surrounding our recommendations; and
 - A guide for rules, policies and procedures for the Participating Agency in implementing, managing and maintaining the compensation system.

IV. TENTATIVE TIMETABLE

March 8, 2017	Issue Contract
April 7, 2017	Kick-Off Meeting
April 17, 2017	
April 24, 2017	
May 4, 2017	
May 15, 2017	
To Be Determined.....	Project Completion

V. PAYMENT SCHEDULE

Fees for eligible services rendered shall be billed on a monthly or hourly basis. Payment will not be authorized for services rendered and/or expenses incurred prior to contract award. The Consultant should forward a copy of all invoices for payment for work performed and associated expenses, by the fifth (5th) day of each month for prior month’s service.

Exhibit "A-2"

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this **21st** day of **September, 2016**, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Chief Executive Officer, and **KOFF & ASSOCIATES, INC.**, a California Corporation (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance; Option to Renew: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as **Exhibit A** and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on the date that is **three (3) years** after the date first written above, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. In addition to the original three-year term, SACOG shall have two options to renew this Agreement, each for a period of one year, by giving written notice of renewal to Contractor no later than 30 days prior to the then-current expiration date of the Agreement. Whether to exercise these options is within SACOG's sole discretion.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Available Services**, as requested through any executed Sub-Agreement (**Exhibit E**). Copies of any executed Sub-Agreement shall be provided to SACOG by Contractor within ten (10) days of execution. In the event of any inconsistency between **Exhibit A** and other terms and conditions of this Agreement, including an executed Sub-Agreement, **Exhibit A** shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the **Exhibit A** must be submitted by Contractor in writing for prior review and approval by SACOG's Chief Executive Officer, and shall have no impact on the terms and conditions of a previously executed Sub-Agreement. Approval shall not be presumed unless such approval is made by SACOG in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by any Participating Agency (as identified in **Exhibit A**) that is a party to a Sub-Agreement shall be made as set forth in the executed Sub-Agreement between the Participating Agency and Contractor, provided that the hourly rates charged to Participating Agencies may not exceed the rates set forth in **Exhibit B** attached hereto. In no instance shall the Participating Agency be liable for any payments or costs for work in excess of the amount set forth in the Sub-Agreement, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Sub-Agreement. The consideration to be paid Contractor, as provided in the Sub-Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to each Participating Agency that is a party to a Sub-Agreement no later than the 15th of each month and in accordance with the Scope of Work attached to the executed Sub-Agreement. Each invoice shall meet the following requirements: (i) be prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to each Participating Agency. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Participating Agency of any circumstances or data identified by the Participating Agency in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing; however, the Participating Agency, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by the Participating Agency of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if

any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for the Participating Agency, in its opinion, to substantiate billings. The Participating Agency reserves the right to withhold payment of disputed amounts.

- b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for the Participating Agency's policies for employee travel and subsistence (per diem) expenses, unless otherwise provided in the Sub-Agreement between the parties.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG or the Participating Agencies. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG and the Participating Agencies shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. If SACOG or a Participating Agency issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to the Participating Agency copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
 - (3) The Participating Agency shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to

the limitations in Section 5, less any compensation to the Participating Agency for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then the Participating Agency shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Participating Agency.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives, including the Participating Agencies.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. **Indemnity:** Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees, and the Participating Agencies (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, including any Sub-Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by SACOG or a Participating Agency in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. **Insurance Requirements:** Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers’ Compensation; Employer’s Liability.	Statutory requirements for Workers’ Compensation; \$ 1,000,000 Employers’ Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply

coverage (occurrence form #CG 0001).	separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	\$1,000,000 per claim.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
- b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG's Project Manager for this Agreement is Conor Peterson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Shared Services Analyst
Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, California, 95814
Telephone: (916) 340-6319
E-mail: cpeterson@sacog.org

Contractor's Project Manager for this Agreement is Georg Krammer. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Georg Krammer, CEO
~~6400 Hollis St., Ste. 5~~ **2835 SEVENTH ST**
~~Emeryville, CA 94608~~ **Berkeley 94710**
Telephone: (510) 658-5633
E-mail: gkrammer@koffassociates.com

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG and an affected Participating Agency immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws:

It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division

4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
 - c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.
26. Other Responsibilities:
- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
 - b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG or a Participating Agency, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG or a Participating Agency, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
 - c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit C**.
 - d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this

Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or

produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in **Exhibit A**. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete and submit the Payee Data Record form attached to this Agreement as **Exhibit D**, or an IRS W-9, ask requested by the Participating Agency.

37. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

EXHIBIT "A"

AVAILABLE SERVICES

I. Contractor's Relationship with Participating Agencies and SACOG

1.

Koff & Associates ("Contractor") will provide Human Resource Services as requested by any of the Participating Agencies identified in Section 2, below. Contractor will be the main point of contact for all Participating Agency locations. Contractor's corporate headquarters is located in Berkley and that is where all of the billing will take place. Contractor is a fully integrated Human Resource Service provider.

2.

Any of the following "Participating Agencies" may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form of **Exhibit E** attached hereto:

City of Citrus Heights
City of Davis
City of Elk Grove
City of Galt
City of Lincoln
City of Live Oak
City of Placerville
City of Rocklin
City of Sacramento
City of West Sacramento
City of Winters
City of Woodland
City of Yuba City
County of El Dorado
County of Placer
County of Sacramento
County of Sutter
County of Yolo
County of Yuba
Sacramento Metropolitan Air Quality
Management District
Sacramento Area Council of
Governments

3.

Contractor shall, in good faith, negotiate, execute and deliver a Sub-Agreement with each of the public agencies listed in Section 1, above, substantially in the form of **Exhibit E Participating Agency Sub-Agreement**” attached hereto, upon request. SACOG shall not be responsible for any Participating Agency's failure to execute a Sub-Agreement, or for the breach of any Sub-Agreement by a Participating Agency. Public agencies other than the Participating Agencies listed above may join this Agreement only upon prior written approval by SACOG and the Contractor. Following such approval, such public agencies shall be "Participating Agencies" for all purposes of this Agreement.

- a) Each Participating Agency Sub-Agreement will include a Scope of Work detailing the services to be provided to the Participating Agency. The Scope of Work provided by the Participating Agency cannot request services beyond those listed below in Section II. Contractor's Available Services.

II. Contractor's Available Services

This section of the proposal identifies the actual work plans/methodologies for **Classification and Compensation Studies, Classification Audits, and On-Call Human Resource Services**. Details of the step-by-step process per study may vary based on the Participating Agency's needs, but the core of methodology outlined below will apply to all classification and compensation efforts. The services to be provided under any Sub-Agreement with a Participating Agency are limited to the services outlined herein.

Fees for services delivered will be assessed to the Participating Agencies at the rates set forth in Exhibit B-1, attached hereto. The Contractor shall remit to SACOG an Administrative fee of \$2.00 for each hour of work performed under the contract, as set forth more fully in Exhibit B-1.

CLASSIFICATION STUDIES

Task A. Initial documentation review/meetings with study project team and management staff

This task includes identifying the Participating Agency's Study Project Team (Contracts Administrator, Human Resources Manager, other project stakeholders, etc.), and reporting relationships. Consultant's team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, management, and any other stakeholders; and develop a timetable for conducting the same.

Included in this task is the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets,

personnel policies, previous classification and compensation studies, and any other relevant documentation to gain a general understanding of agency operations.

Participating Agency terminology and methods of current classification and compensation procedures, as well as the written questionnaire instrument for the classification study that is used in the job analysis phase will be reviewed and agreed to. Consultant and the Study Team will discuss methodology and agree to a class description as well as compensation format and identify/confirm appropriate comparator agencies, benchmark classifications, and benefits to be collected for compensation survey purposes, if a compensation study is included in the scope of work. Consultant will respond to questions.

Task B. Orientation meetings with employees and distribution of Position Description Questionnaire

The Position Description Questionnaire (PDQ) will be discussed with the Study Project Team and customized as needed to meet the study objectives prior to distributing copies to employees. The Consultant will facilitate orientation meetings with employees (within the same time frame as the initial project kick-off meeting) and distribute the PDQ to start the classification portion of the study. While these meetings are not mandatory, they form the beginning of the educational process that continues throughout the study. The Consultant will discuss the importance of the employees' involvement in the study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are not a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

PDQs shall be handed out with the incumbent's current class description attached to the questionnaire so employees can use this as a tool for completing the questionnaire.

Task C. Position description questionnaire completion and review

For larger studies, we recommend giving employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. At the same time, the Consultant will invite employees to complete an individual PDQ if they prefer and if they want to be interviewed separately.

The Consultant will provide an email version of the PDQ so that employees can more easily complete it; however, if there are employees who want to complete a hardcopy manually, we can provide for that as well. Employees will complete the questionnaire and then send it to their supervisor/manager for review, comment, and signature.

Upon receipt of the PDQs in Consultant's office, they will be reviewed and analyzed in detail along with other documentation.

Task D. Employee/Supervisor/Management Interviews

Interviews will be scheduled with employees. Because this is a critical step in the information-gathering and educational process, Consultant will interview at least a representative sample of

employees in each classification. Typically, Consultant will employ the following approach and interview:

- All employees in single-position classifications;
- An adequate sampling of employees in multiple-position classifications; and
- Any employee who requests an interview.

Consultant will offer employees the option to be interviewed in a focus group session with incumbents in the same classification or to request an individual interview if they prefer. Consultant will recommend individual interviews only if the employee wants to discuss certain issues (e.g., out of class responsibilities, etc.) in privacy with the consultant. However, for smaller efforts, especially when it comes to position reallocation studies, where often only one and perhaps a few positions are studied, all incumbents will be interviewed.

Interviews will then be held with supervisory and management staff (division managers, department heads, etc.), who will clarify their own responsibilities (if they are included in the study) and/or confirm the information we have received in the interviews with their staff (we allow more time for these interviews).

The purpose of the interviews is to clarify and supplement the questionnaire data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

The appropriateness of the following will be assessed:

- Work being completed and relationships of positions to each other within a division/department as well as across the organization.
- Classification structure and reporting structure. □

Task E. Classification Concept/Preliminary Allocation Development

Consultant's job evaluation will result in a classification plan concept and employee allocation document that will be submitted to the agency for review and approval. Consultant will compare changes in business need and operations, as well as any reorganizations, with the established classification system and job families, as well as review internal relationships between classifications.

Consultant's job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

1. Education, Training, and Certifications/Licenses
2. Experience
3. Problem Solving/Ingenuity □
4. Attention/Stress (Concentration/Time Pressure & Interruptions) □
5. Independence of Action/Responsibility

6. Contacts with Others/Internal/External
7. Supervision Received and/or Given to Others
8. Consequences of Action/Decisions Made on the Job
9. Working Conditions
10. Physical/Mental Demands

Consultant's analysis will include written documentation of our assessment methodology and assessment for each position surveyed.

This deliverable will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. Consultant will review and analyze current classification series, the number of classifications and classification levels, and career ladders. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of Consultant's recommendations (re- classification – upgrade or downgrade, title change, or no change). After this process is complete, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Team.

Task F. Draft class description development and update

After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the Participating Agency.

From the review of the PDQs and employee interviews, Consultant will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. Consultant will recommend new classifications/class levels, and/or operational changes, business needs, and any reorganizations requiring new classifications.

Consultant will review, analyze, and update, as appropriate, knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certification requirements.

Consultant will also review and update the physical demands based on the essential job functions of each classification in accordance with the Americans with Disabilities Act (ADA).

Finally, Consultant will review each studied classification's essential job functions and determine exempt vs. non- exempt status in accordance with "white collar" exemptions under the Fair Labor Standards Act (FLSA).

Task G. Draft class description review and informal appeal process

A draft copy of the revised/new class description with allocation recommendation will be submitted to the Project Team and subsequently to each manager, supervisor, and employee, to give each stakeholder group an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications. Consultant's experience has been that this is one of the most critical phases of the project (but also one of the most time-consuming). Our proactive and effective communication process at this crossroad has always avoided formal appeals, adversarial meetings, or major conflicts at the conclusion of our studies.

Each employee whose position was studied will receive a memorandum from us outlining what has been accomplished, how to best review the draft classification specification that will be attached, and how to provide feedback to us. Supervisors and managers receive a copy of their employees' draft class descriptions and will be asked to review their employees' comments and feedback to verify and concur with the information provided.

Employees shall submit their written concerns (via their supervisor/manager) to our office. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.

Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan. These discussions will be by email, telephone, or additional direct personal contact with employees, depending upon the extent of the response. Class description changes will be made as required and the class specifications will be finalized and submitted for approval. All employees who submitted their comments during the review process will be notified in writing regarding the outcome of their concerns.

Task H. Finalize classification plan and draft interim report/final report

A Draft Interim Report of the Classification Study will be completed and submitted to the agency for review and comment. The report will contain:

- Classification recommendations for each studied position, including documentation regarding study goals and objectives, classification methodology, approach, and process as well as all findings, analysis, and resulting recommendations; and □
- Classification concepts and guidelines, occupational groups of classifications as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed. □

Once the Consultant has received the Participating Agency's comments regarding the Draft Interim Report and has made any necessary changes, a Final Classification Report will be developed. □

COMPENSATION STUDIES

Task A. Identify/confirm comparator agencies, benchmark classifications, and benefits to be collected

During the initial meeting with the Study Project Team for the classification study (if part of the scope of work) – or at a separate compensation study kick-off meeting, we will discuss the compensation study factors that need to be agreed upon. Consultant will identify/confirm appropriate comparator agencies that will be included in the external market survey which will be the foundation of ensuring that the Participating Agency's salaries for the studied classifications are competitively aligned with the external labor market. □

Consultant will also identify those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

Finally, Consultant will determine the list of benefits that the Participating Agency wants to include in the total compensation data gathering process should the compensation study be a Total Compensation Study. □

1. Determination/Confirmation of Comparator Agencies

The selection of comparator agencies is considered a critical step in the study process. Consultant will use the following factors to identify appropriate comparators and receive approval before proceeding with the compensation data analysis. Consultant's recommended methodology is that we involve agency management and potentially the particular governing body (Board of Supervisors, City Council, Board of Directors, etc.), in the decision-making process of agreeing as to which agencies are included, **prior** to beginning the study. Our experience has shown that this is the most successful approach. The factors Consultant will review when selecting and recommending appropriate comparator agencies include:

- a. ***Organizational type and structure*** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. Consultant will review the comparator agencies that the agency has been using historically and will make recommendations for changes, if any, as appropriate for each study.
- b. ***Similarity of population served, agency demographics, agency staff, and operational and capital improvement budgets*** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services. □
- c. ***Scope of services provided*** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. □

- d. **Labor market** – The reality of today’s labor market is that many agencies are in competition for the same pool of qualified employees. Individuals often do not live in the community they serve. Therefore, the geographic labor market area (where the agency may be recruiting from or losing employees to) will be taken into consideration when selecting potential comparator organizations. □
- e. **Cost of living** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. Consultant will review overall cost of living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies. □

Consultant typically recommend using ten to twelve (10-12) comparator agencies; however, we are flexible and are willing to use a different model if requested by the Participating Agency. Consultant prefers using the same set of agencies for all classifications in an agency but is aware that each agency we work with has unique and specialized type of classifications which it may also be appropriate to compare with special districts, major utilities or authorities such as transit, port, airports, sanitation, etc. □

2. Determination of Benchmark Classifications

In the same collaborative manner as described above in Step 1, the classes to be surveyed will be determined. Again, all parties prior to commencement of the data-gathering process should reach consensus.

“Benchmark classes” are normally chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes.

Because the labor market typically yields reliable data, Consultant recommends using about 60-65% of all classifications as benchmarks, but is flexible and can use a different model. In reviewing the Participating Agency’s classifications, we would most likely survey the majority of them. Consultant will collaborate with the Participating Agency to select the appropriate number of benchmarks. For smaller studies, Consultant often surveys all studied classifications.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following, which are generally available to all staff in a specific job classification:

- a. **Monthly Salary** – The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect working hours and/or “spiking” of retirement or other benefits. □

- b. **Employee Retirement** – This includes two figures: the amount of the employee’s State or other public or private retirement contribution that is contributed by the agency and the amount of the agency’s Social Security contribution. □
- c. **Retiree Healthcare** – With healthcare costs rising and retiree healthcare and liabilities increasing for many public agencies, we collect this type of information as well. □
- d. **Insurance** – This typically includes Health, Dental, Vision, Life, Long-Term Disability, Short- Term Disability, and other insurance coverage. □
- e. **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. All days will be translated into direct salary costs.
 - i. **Vacation:** The number of vacation days available to all employees after five (5) years of employment.
 - ii. **Holidays:** The number of holidays (including floating) available to the employee on an annual basis. □
 - iii. **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off. □
- f. **Deferred Compensation** – This is any deferred compensation provided to all members of a classification, either as an employer-matching or as a dollar/percentage contribution. □
- g. **Other** – This category includes any other benefits that are available to all employees within a classification and not already specifically detailed. This may include incentive compensation for education, certifications, on-call or stand-by pay, shift differentials, and/or performance incentive compensation, including non-financial rewards. □

Task B. Data collection □

Consultant does not collect market compensation data by merely sending out a written questionnaire such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Consultant conducts all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that Consultant compares job description to job description and not just job titles, therefore ensuring true “matches” of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not. Our job analysis method is the whole position analysis approach [described above in the Classification phase of the study, Task E]. □

Consultant’s analysis will include written documentation of our assessment methodology and assessment for each position surveyed. We typically collect classification descriptions, organization charts, salary schedules, personnel policies, MOUs, and other information via website, by telephone, or by an onsite interview. □

With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, Consultant's professional staff makes preliminary "matches" and then schedules appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. We find that the information collected using these methods has a very high validity rate and is generally substantiated by employees, management, and governing bodies as well.

Task C. Analysis and preliminary data review

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the studied agency to make informed compensation decisions.

In addition, Consultant will include any type of statistical representation and analysis that the agency desires such as 60th, 70th, or any other percentiles. Benefits data will be displayed in an easy-to-read format. The Participating Agency will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. Consultant may also often collect "other" benefits (as listed in the benefits section, A.3., above), if requested, which will typically be reported on a separate spreadsheet.

Task D. Draft compensation findings/additional analysis/study project team meetings

Consultant will distribute its draft findings to the Participating Agency. After their preliminary review, K&A will meet with agency management to clarify data, to receive requests for re-analysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches.

This task will include providing the market data to the bargaining units and any meetings with them that may be required to explain the data, field questions, and address concerns. If questions arise, Consultant will conduct follow-up analysis to reconfirm its original analysis and/or make corrections as appropriate.

Task E. Internal relationship analysis and internal alignment

To determine internal equity for all studied positions, considerable attention will be given to this task. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, Consultant will utilize the whole position analysis methodology described earlier.

Consultant will make recommendations regarding vertical salary differentials between classes in a class series, as well as across departments. This analysis will be integrated with the results of the compensation survey. The ultimate goal of this critical step of the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. Consultant will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are

not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically as well as horizontally to reflect the agency's classification structure and to support agency efforts in attracting, retaining, and competitively compensating its employees.

Task F. Compensation structure and implementation plan development

Depending on data developed as a result of the internal analysis, Consultant will review and make recommendations regarding internal alignment and the salary structure within which the classes are allocated (set of salary ranges, salary differentials, steps within ranges, control points, and/or other alternative compensation plans, if desired), based upon the agency's preferred compensation model. Consultant will develop recommendations for pay grades and salary ranges for all classifications based on median and/or mean salaries from the comparable agencies.

Consultant will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure. Consultant will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the agency's broader strategies, goals, objectives, and budget considerations.

Finally, Consultant will evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices.

Draft recommendations will be discussed with the Study Project Team and agency management prior to developing an Interim Report.

Task G. Preparation of draft final and final report and deliverables

A Draft Interim Report of the Compensation Study will be completed and submitted to the Participating Agency for review and comment. The report will provide:

- Detailed compensation findings, documentation, and recommendations; □
- A set of all market data spreadsheets; □
- A proposed Salary Range document; □
- Policies and procedures to address employees whose base pay exceeds the maximum of a newly assigned pay range; □
- A manual of instructions regarding the administration of the proposed compensation system; □ discussion of how the compensation program impacts employee recruitment and retention □ efforts; □
- Implementation issues and cost projections surrounding our recommendations; and □
- A guide for rules, policies and procedures for the Participating Agency in implementing, managing and □ maintaining the compensation system. □

Once all of the Participating Agency's questions/concerns are addressed and discussed, a Final Compensation Report will be created and submitted to agency management in bound format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report. □

The preparation of a Compensation Study will include multiple meetings and weekly oral and written status/progress updates to the Study Project Team, including meetings onsite at the Participating Agency, as needed.

CLASSIFICATION AUDITS

The methodology for **classification audits**, whether desk audits or supervisory audits, is very similar to the process outlined above in our CLASSIFICATION methodology. Of course, the scope of the project and number of individuals/stakeholders involved are typically much smaller and not all steps of the process may need to be followed. This will be adjusted and customized to each individual project and the client's needs.

Deliverables:

- Determine whether the position being studied is correctly classified and that the role is appropriate; whether the job duties are best allocated to a higher role or laterally to a different role, or if they are below the classification being studied. □
- Provide all original documentation of job analysis. □
- Provide progress reports and final reports when the audit is complete □

ON-CALL HR SERVICES

Consultant can provide and is not limited to the On-Call HR Services listed:

- Employee/labor relations issue
- Assistance with various labor laws (Title VII, Leave Laws, FLSA, ADA, EEOC)
- Wage and hour issues for exempt and non-exempt employees
- Personnel files and record keeping
- HR forms
- New-hire orientation
- Performance evaluation programs
- Job classification
- Developing individual job descriptions
- Re-organizations
- Compensation plan development
- Discipline and grievances
- Difficult terminations, investigations
- Policy interpretation and implementation
- Training, and other employee and labor relations issues and general professional HR advice
- Develop training and career development program

- Performance management
- Succession planning
- Change Management

Consultant cannot give legal advice, but are well-versed with labor laws and regulations, how to interpret them, and how to put them into practice within an organization.

The following are example scopes for several of the available On-Call HR Services including Develop Training and Career Development Programs, Performance Management, Change Management, Succession Planning, and Recruitment Services.

Develop Training and Career Development Program:

In reviewing any Participating agency's employee development and training programs, we will focus on two main elements, compliance training and career development.

Compliance Training: it is fairly easy to identify training needs and training resources and track completed training in this area. Compliance training could include CPR, first aid, driving, safety, unlawful harassment including sexual harassment, etc. that are legally required of some/all employees. Consultant would identify training resources, including online training and self-study courses, notify managers and supervisors apprising them of what topics and classes are available, determine who can or must attend certain compliance training, and track attendance and completion of such training.

Career development: due to consultant familiarity with public sector and transportation agencies in general, consultant has a strong foundation and understanding of what types of training needs may arise in this area. Due to consultant work with many transportation agencies over the years, they have at least basic knowledge of the type of work that is performed, the types of assignments, duties, and responsibilities, as well as, the required qualifications. Consultant will ensure that they fully understand all requirements of each position and the necessary qualifications, whether State or Federal-mandated (e.g., transportation planning and programming) or required by SACOG and Participating Agencies (through internal processes such as performance management and career development). The same can be said of consultant familiarity with many other types of special districts (water, sanitation, courts, etc.) and cities and counties.

In concert with managers and supervisors, consultant will identify employees' training needs, as well as appropriate training opportunities and resources. Consultant will also be responsible for the quality control of what kinds of training are offered, such as asking employees to provide evaluation reports on training that is provided to them.

Performance Management:

The first step of this project would be to conduct an organizational assessment to review the Participating Agency's annual evaluation process by examining the knowledge, skills, abilities, and competencies the current staff members are required to have and linking them to the

agency's business needs and objectives. This phase of the project will include a review and analysis of the history, culture, base pay system, and foundation of the Participating Agency. Consultant will identify the strengths and potential barriers of the agency's current performance management system; review and analyze the functions/classifications of agency staff and which competencies are required of each functional assignment to determine how an appropriate evaluation framework, process, and format should be designed.

A second level of effort will be to develop the actual performance appraisal process and train managers and supervisors on goal setting, leadership and communication as they relate to the Participating Agency's operational values. Consultant will define competencies that interrelate to each level within the Participating Agency (for example, executive, non-represented, and represented employees); assist the Participating Agency in determining goals for each level that interrelate to overall Participating Agency goals; develop competencies/metrics/scorecards revolving around determined goals; determine appropriate needs and provide administrative support and training for implementation; recommend, facilitate, and provide training classes; and continue to provide monthly status reports describing activities and progress and present these to the Participating Agency.

Succession Planning:

The purpose of Succession Planning is to accomplish the following outcomes, and provide the following deliverables, at a minimum:

1. An assessment of future service needs.
2. Identification of critical positions, review of associated class specifications, and identification of any deficiencies and/or recommendations regarding revisions to the class specifications.
3. Identification of job competencies/key skill sets for critical positions.
4. Development of a plan to address critical positions as vacancies occur.
5. Gap analysis to determine the existence of and/or the extent of a gap in the competencies for each critical position.
6. Identification of training and development activities to close the gaps and build stronger competencies in employees.
7. Implementation strategy for the succession plan.
8. Tools for monitoring and evaluating the long-term success of the succession plan.

Succession Planning includes a significant number of meetings with the project team, management, human resources, employees, and the relevant governing body, as desired. Consultant have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that consultant recommends ensure understanding of the project parameters, enhance accurate intake and output of information, and contribute to a collaborative and interactive approach that will result in greater buy-in for our recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of consultants' projects.

Change Management:

We are experienced in conducting organizational assessments and efficiency studies for our clients, often these types of assessments go hand-in-hand with a classification study. Some of the typical objectives consultant often targets are as follows:

Operational Objectives:

- To carefully analyze the scope and level of duties and responsibilities, processes and assignments, requirements for successful work performance (including required competencies), and other factors of the Participating Agency's assignments/positions/classifications;
- To conduct a comprehensive position assessment, including review of existing documentation, position assessment questionnaire completion, employee interviews/focus groups, management interviews, analysis of existing positions and working situations, and other professional methods, as appropriate;
- To identify organizational and workload issues during interviews with employees/focus groups including consideration of technology and automation potential and improvements as well as the addition of other operational tools;
- To provide for growth and flexibility of assignment where feasible, as well as adequate career paths that will foster career service within the Participating Agency and provide a clearly designed organizational structure, reporting relationships, and logical classification series/job families that are reflective of modern, up-to-date best practices;
- To review and make recommendations to update the Participating Agency's employee performance management system that holds employees accountable to the core competencies and values the organization wishes to instill as well as established annual goals and objectives and industry best practices; and
- To identify operational issues by analyzing financial results of the City against industry and market trends, specifically related to operating revenue and expenses.

Best Management Practices and Performance Metrics Objectives:

- To review and make recommendations regarding a pool of comparator agencies that are not only similar in size, resources, and service provision to the Participating Agency, but also reflect the high level of forward thinking and ingenuity, diversity, and customer service upon which the Participating Agency is looking to model itself;
- To collect accurate organizational and operational data from the approved group of comparator agencies and to ensure that this information is analyzed in a manner that is clear and comprehensible to the Participating Agency, management, and employees;
- To collect information from each of the comparator agencies regarding organizational structure, position allocations, work assignments, resources used (including human, financial, and technology resources), operational and customer service data;
- To prescribe best management practices that are reflective of industry knowledge and the approved group of comparator agencies, as well as identify any changes that could be made to align the Participating Agency with the future direction of human resources;
- To recommend strategies to incorporate industry and market best practices into day-to-day operations; and
- To identify opportunities to leverage departmental efforts to improve overall synergy throughout the Participating Agency.

Overall Objectives:

- To review and understand all current documentation, policies, procedures, practices, organizational charts, budgetary and financial data, and related information so that the recommended implementation plan(s) can be operationally incorporated with a minimum of disruption;
- To review, analyze, and make recommendations that will enhance organizational effectiveness and improve customer service;
- To ensure sufficient documentation throughout the study and to develop a sound and realistic implementation strategy so that the plan can be implemented and maintained in a competent and fair manner;
- To conduct a start-up meeting with the Project Team to finalize study plans and timetables; conduct briefing and orientation sessions with employees and management in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To work collaboratively and effectively with the Participating Agency and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To ensure sufficient documentation of the study processes and methodologies so that the Participating Agency can integrate, maintain, and administer the plans after the initial implementation in a competent and fair manner; and
- To provide effective ongoing communications throughout the duration of the project through the scheduling of several “check ins” with the Human Resources Manager in the form of in-person meetings as well as telephone discussions.

Recruitment Services:

Following are the tasks to be completed for a management level recruitment:

Task 1. Needs Assessment: Meet with Key Decision Makers to Develop Ideal Candidate Profile

The identification of the desired profile of the ideal job candidate for a management level position is crucial for a successful search process. Consultant will meet with Human Resources, the incumbent if desired, and other stakeholders, to discuss and refine the client Participating Agency’s needs and resulting position requirements. It will also be helpful to speak to other Department Heads in the Participating Agency, and other key staff in the client agency to gain their perspectives on which competencies the position will need to bring to the table.

The goal of this phase of the recruitment is to identify and/or develop:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, dynamics, culture, and staff of the Participating Agency;
- Position profile requirements, i.e., knowledge, skills, and abilities;
- Ideal candidate’s competencies, experiences, and characteristic profile;
- Personal and professional attributes required of and priorities for the new incumbent;
- Conditions and challenges in achieving the priorities identified above;
- Scope of community input and participation in the process;

- Type of working relationship Participating Agency leadership desires with the new incumbent;
- Concerns and issues regarding the recruitment and the position;
- Advertising strategies in conjunction with a national outreach;
- Geographic strategies;
- Compensation levels; and
- Completion timetable.

Working closely with the Participating Agency and agency leadership, and other stakeholders, consultant assists in identifying the specific needs of the Participating Agency and the key competencies and characteristics of the “ideal candidate.”

Task 2. Position Specification and Action Plan

Once “ideal candidate” criteria have been established, we will prepare a written specification that outlines the required skills, competencies, position responsibilities, and criteria for job success. Consultant will provide the written specification to Human Resources, and other stakeholders for review and approval. In addition, salary and benefit considerations are discussed to ensure market competitiveness, credential requirements are considered, geographic recruitment boundaries are identified, and a recruitment action plan will be developed.

At the conclusion of the meeting(s) with the stakeholder group, there should be a clear consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment activity.

Task 3. Research: Develop and Implement Recruitment and Advertisement Strategy

Following the development of the candidate profile, a professionally produced recruitment brochure will be prepared and presented to the appointing authority, HR, and other stakeholders for review prior to printing. The brochure/job flyer will highlight the strengths and challenges of the Participating Agency, its organizational structure and services, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The approach consultant recommends taking is to place priority on job-related professional publications online job postings versus printed line ads. Consultant is flexible and can also place print ads in local newspapers if desired, although our experience has been that those are very costly and it is questionable whether job seekers will use hardcopy newspaper career sections to identify suitable jobs, as opposed to using other means of job search. Consultant will also place ads on LinkedIn and use this recruiting and candidate sourcing tool as one of our most dynamic resources. Consultant will use our own resources and coordinate with the stakeholder group to identify relevant local government and industry sources where prospective candidates are likely to be found.

Finally, consultant will also send brochures and announcements to other agencies (cities, counties, etc.), both locally and statewide. In addition, consultant has developed various

industry-specific mailing lists for direct marketing to individuals who hold certain desirable professional licenses and certifications.

Task 4. Prospect Identification

Additional search strategies will be developed in conjunction with the approaches above and the initial organizational assessment. With management recruitments, consultant believes it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused search and sourcing approach.

Having worked in the public sector for 32 years, consultant has established excellent relationships with many agencies and their management teams. Utilizing this effective network, consultant will discreetly solicit recommendations and contact individuals meeting our criteria who may not be actively seeking other employment. Time and again, this has proved to be a valuable candidate source that is used concurrently with more traditional recruitment strategies as described above. Consultant will develop a list of targeted candidates based on our contacts, referrals, and recommendations from key sources who have extensive contacts and networks in the industry. The individuals on the contact list will be directly contacted and encouraged to apply for the position.

Consultant will work with the key stakeholders to make the final decision regarding which recruitment strategy to employ. The goal is to recruit candidates from diverse backgrounds utilizing local, regional, and statewide, and national, as well as the LinkedIn professional website, as appropriate.

Having conducted countless management search efforts has made consultant an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Being a majority woman-owned and State registered small business, our firm has a vast pool of resources at our fingertips when designing a successful advertising campaign that targets women and minorities.

Finally, consultant will also place internet postings on public and private sector employment bulletin boards, the Participating Agency's website, if desired, and our own company website.

Task 5. Contact Potential Candidates

To further detail this task, as described above, the effort will include a variety of activities designed to attract the best available candidates. Consultant will:

- Contact professionals to identify outstanding potential candidates;
- Provide each potential candidate with a copy of the recruitment brochure transmitted by personal letter and/or email; and
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume and application.

Task 6. Review Application Packets and Assess Candidates

Typically, consultant requires applicants to submit a fully completed application form, a résumé and cover letter, a supplemental questionnaire if desired, and any other information that applicants would like to add. Consultant can provide our generic application form unless the Participating Agency prefers using its own application form.

After application materials are received, consultant will prepare a thorough assessment of the merits of each candidate and their appropriateness for hire, including their professional and educational credentials. Initially, candidates and application materials are carefully evaluated based upon an objective and clearly defined factor ranking analysis that incorporates the concerns and issues previously discussed, as well as the specific requirements of the job description. All elements from the initially developed position profile will be incorporated in the evaluation, including required experience, education, licenses/certifications, knowledge, skills, and abilities; ideal candidate competencies, experiences, and characteristic profiles; and personal and professional attributes required of and priorities for the new incumbent. Candidates are also ranked against each other and a numerical score that clearly distinguishes the most qualified candidates recommended for further consideration.

Task 7. Presentation of Prospects

Consultant will present the preliminary slate of top prospects to the key stakeholders. The Participating Agency will approve the number of prospects that it would like the consultant to schedule for consideration. Consultant will facilitate the process with Participating Agency leadership and Human Resources to review the recommended group of candidates.

Task 8. Prospect Evaluation: Conduct Initial Screening/Preliminary Interviews

Top candidates will initially be screened by means of a telephone screening interview to further assess their experience and qualifications, to clarify any issues raised by the submitted documents; reasons for position interest will be identified; the level of commitment to the position and the organization will be determined; and other issues, including salary requirements will be discussed.

In addition, top candidates will be personally interviewed to further narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist. The goal is to narrow the pool to only the most highly qualified candidates and to further establish best organizational fit of each potential finalist.

This screening process is specifically designed to assess the personal and professional attributes the Participating Agency is seeking and will focus on each candidate's management ability, technical competency, fit with the Participating Agency's values, culture, needs, the candidate's behavioral styles and situational experience, and other relevant characteristics.

Task 9. Background and Professional Reference Checks

Consultant will conduct extensive reference and background checks for the final candidate(s). This task can be completed for all candidates that are being recommended for the next phase of the examination process or, if the Participating Agency prefers, after the panel interviews and before the Participating Agency conducts its second round of interviews, if any.

This review includes employment and professional references, a public records search, Internet, media and newspaper searches, confirmation of educational degrees, driving record check, criminal record search and military service check (if applicable), and a financial history check.

Consultant, as well as our background contract firm, meet or exceed all of California's extensive reporting requirements.

Task 10. Recommend a Slate of Candidates

Consultant will submit for review by the key stakeholders, clear written recommendations and analysis of the most qualified applicants as finalists. Our recommendations will include all relevant data submitted by the applicants, such as application forms, cover letters, résumés, and any additional information the applicants have submitted.

In addition, consultant will provide our detailed assessment from each of the various steps of the assessment process, as outlined above.

Task 11. Applicant Interviews: Coordinate and Facilitate the Oral Board Interview Process

Working with the appointing authority, HR, and other stakeholders, consultant will develop a set of key questions that will help analyze the candidates' qualifications and management/work style. Consultant will complete all of the necessary communications with the members of the interview panel and candidates so that all parties are well-prepared for the interviews.

Consultant will provide oversight during the interview process and facilitate a focused panel discussion at the conclusion of the interviews to identify the most qualified candidates for final consideration. Our facilitation skills usually prove useful in the assessment of candidates at the end of the interview process.

Task 12. Final Interviews: Coordinate Final Interview Process

Our experience is that often the interview panel will narrow the field of candidates to two or three finalists who are asked back to the Participating Agency for a more informal second and final interview. This may include meeting other Participating Agency staff, touring Participating Agency facilities, and spending more quality time with key individuals at the Participating Agency and other stakeholders.

Task 13. Negotiate Terms and Conditions of Employment

If desired, our firm is available to assist in the negotiations of the final terms and conditions of employment, such as compensation package, benefits, and other perquisites.

Task 14. Maintain All Required Legal Documentation

Consultant are responsible for ensuring compliance with and establishing and maintaining all legally mandated documentation throughout the process.

Task 15. Complete all Correspondence

Consultant believe that each candidate, regardless of their qualifications and success in the selection process, deserves the courtesy and respect of being informed throughout the process. Applicants receive ongoing communications via our office, which not only keeps all the candidates abreast of the process and their continued candidacy, but also enhances the Participating Agency's reputation and image of being considerate, thoughtful, and professional.

Task 16. Maintain Regular and Ongoing Communications

Consultant's #1 priority is meeting the Participating Agency's needs. Regular, ongoing dialogue with the key decision makers is integral and critical to successfully managing a recruitment campaign. Consultant will provide progress reports to the appointing authority and HR Manager at critical points in the recruitment process or as issues arise. Reports will describe our progress in meeting the goals of the scope of services and issues. Consultant will be responsible for scheduling, coordinating, and preparing all of the necessary materials for the key stakeholders, and other meetings throughout the duration of the process.

Task 17. Post-Employment Support

In addition to the steps of the process leading to an offer of employment to the top candidate, consultant is committed to ensuring that the new incumbent's transition into the new position will be smooth and successful.

III. TIMEFRAME FOR CLASSIFICATION AND COMPENSATION STUDIES:

Classification and compensation studies can vary significantly in scope (one-position/classification analysis vs. an agency-wide study) and therefore, timeframes can vary accordingly, from a few weeks to several months.

If a classification and compensation study were desired for multiple departments including hundreds of positions/incumbents, our professional experience is that classification and compensation studies for large agencies can take about four to six (4-6) months to complete, allowing for adequate interview time, classification description review and/or development, compensation data collection and analysis, review steps by the agency, the development of final reports, any appeals, and presentations. Smaller groups of classifications and positions/incumbents (or smaller agencies) would require much shorter periods of time.

Following is a suggested timeline for a combined classification and compensation study based on a six (6) month timeline:

Task	Classification Study	Week
A.	Initial Documentation Review/Meetings with Study Project Team and Management Staff	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 2
C.	PDQ Completion and Review	Week 4
D.	Employee/Supervisor/Management Interviews	Week 5
E.	Classification Concept and Preliminary Allocation Development	Week 6
F.	Draft Class Description Development and Update	Week 12
G.	Draft Class Description Review and Informal Appeal Process	Week 14
H.	Finalize Classification Plan and Draft Interim Report/Final Report	Week 16
	Compensation Studies	
A.	Identify Comparator Agencies, Benchmark Classifications, and Benefits to Be Collected	Week 4
B.	Data Collection	Week 18
C.	Analysis and Preliminary Data Review	Week 19
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 21
E.	Internal Relationship Analysis and Internal Alignment	Week 22
F.	Compensation Structure and Implementation Plan Development	Week 23
G.	Development of Draft Final and Final Report and Deliverables	Week 24
H.	Formal Presentation to the Stakeholder Group	As Needed

EXHIBIT "B"

FEE SCHEDULE AND PRICING TERMS

1. Large Scale Classification and Compensation Studies

"Large scale" classification and compensation studies represents (5) or more classifications.

Koff & Associates ("Contractor") will be billing each agency a composite rate of **\$112 per hour** to all agencies contracting a large scale Classification or Compensation study or the combination of the two.

2. Individual Classification and Compensation Studies and Classification Audits

Classification and compensation efforts for smaller efforts (less than 5 classifications) and classification audits will be billed at a composite rate of **\$120 per hour**.

3. On-Call HR Services

The hourly rates for on-call HR services listed in Exhibit A are as shown:

- President/CEO: \$165/hour
- Senior Project Manager: \$130/hour
- Project Manager: \$130/hour
- Senior Consultant/Consultant: \$120/hour
- Technical/Admin. Support: \$65/hour

4. SACOG Administrative Fee

Every six months from the effective date of this Agreement, Contractor will deliver to SACOG a report stating the number of hours billed to Participating Agencies during the prior six-month period. Concurrently with the delivery of said report, Contractor will pay SACOG an administrative fee of \$2.00 for each hour of work performed under this contract, as shown in the report. Contractor will not transfer this administrative charge to the Participating Agencies. Payment will be made on the basis of actual service delivery without any withholding for late payment by a Participating Agency.

EXHIBIT "C"

LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on SACOG consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Cecilia Aguiar-Curry	Kim Douglass	David Sander
John Buckland	Diane Hodges	Don Saylor
Dave Butler	Robert Jankovitz	Jay Schenirer
Christopher Cabaldon	Kevin Johnson	Phil Serna
John Clerici	Paul Joiner	Jeff Slowey
Mark Crews	Patrick Kennedy	Tom Stallard
Gary Davis	Steve Miklos	Brian Veerkamp
Jack Duran	Susan Peters	Dave Wheeler
Dan Flores	Bridget Powers	Rick West
Lucas Frerichs	Susan Rohan	
Mary Jane Griego	Ricky Samayoa	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

10.26.16
DATE

George S. Kramer
(SIGNATURE OF AUTHORIZED OFFICIAL)

GEORG S. KRAMMER, CEO
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

KOFF & ASSOCIATES
(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to

know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT D

County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

1	INSTRUCTIONS	Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (1099) and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.
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2	PAYMENT TYPE	Check the boxes that apply to Sacramento County's payments to you
		<input type="checkbox"/> Goods <input checked="" type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Rents/Leases <input type="checkbox"/> Other

3	PAYEE INFORMATION	NAME (as shown on your income tax return) KARNEKO & KRAMMER CORP TRADE NAME OR DBA (if different from line 1) Koff & Associates MAILING ADDRESS (Number and Street or P.O. Box Number) 2835 Seventh St. (City, State and Zip Code) Berkeley CA 94710 PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number) Same (City, State and Zip Code)
----------	--------------------------	--

4	PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> ESTATE OR TRUST (FEIN) <input type="checkbox"/> LIMITED LIABILITY COMPANIES (LLC) <input checked="" type="checkbox"/> CORPORATION (FEIN) <input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> SOLE PROPRIETORSHIP (SSN)	CORPORATION (FEIN) (MARK ONLY ONE TYPE): <input type="checkbox"/> MEDICAL (e.g. dentistry, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g. attorney services) <input type="checkbox"/> EXEMPT (nonprofit) Exempt payee code if any _____ (see next page) <input type="checkbox"/> ALL OTHERS
	CHECK ONE BOX ONLY	<input type="checkbox"/> GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR (MUST PROVIDE SSN)	

TIN	Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals or sole proprietorship, this is your social security number (SSN). FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 61-1493064 SOCIAL SECURITY NUMBER OF OWNER _____ - _____ - _____ OWNER'S FULL NAME (Print) _____ <div style="display: flex; justify-content: space-between; width: 100%;"> First Middle initial Last </div>
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5	PAYEE RESIDENCY STATUS	<input checked="" type="checkbox"/> California Resident - Qualified to do business in California or maintains a permanent place of business in California. California Resident and P.O. Box provided in "3" above, provide physical California address: <input type="checkbox"/> California Nonresident - Payments to nonresidents for services may be subject to State income tax withholding. (See Nonresident Withholding on next page) <input type="checkbox"/> No Services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached	NOTE: (SEE NEXT PAGE)
	CALIFORNIA SELLER'S PERMIT NUMBER - if applicable _____		

6	CERTIFYING SIGNATURE	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any) _____ (see next page).
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) GEORG S. KRAMMER, CEO	E-MAIL ADDRESS gkrammer@koffassociates.com
	SIGNATURE OF I.C.S. PERSON 	DATE 10-26-16
		TELEPHONE NUMBER 570-658-5633

(REV November 2013)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

County of Sacramento

County of Sacramento
Payee Data Record
(REV November 2013)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-645-6500
For hearing impaired with TDD, call.....1-800-622-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18846 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

PURCHASE ORDER NO. 22276

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 03/02/17

ACCOUNT: 5030

CLASS: 125

TO: KOFF & ASSOCIATES
 2835 SEVENTH STREET
 BERKELEY, CA 94710

SHIP & INVOICE TO:
EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

Contact: Georg Krammer

Vendor Phone No: (510) 658-5633

Fax No: (510) 652-5633

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		COMPENSATION & BENEFIT STUDY AS PER PROPOSAL CONTRACT BY EL DORADO COUNTY TRANSIT AUTHORITY		\$33,600.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$33,600.00
			SHIPPING	
			SALES TAX	
			TOTAL	\$33,600.00
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

AGENDA ITEM 2 G
Action Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Brian James, Planning and Marketing Manager
SUBJECT: Receive and File the Fiscal Year 2016/17 Six-Month Administrative Operations Report

REQUESTED ACTION:
BY MOTION,

Receive and File the El Dorado County Transit Authority Fiscal Year 2016/17 Six-Month Administrative Operations Report for the period July 1, 2016 through December 31, 2016

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) provides public transportation under authority of a Joint Powers Agreement (JPA) with the County of El Dorado and the City of Placerville. Public transit services include demand response; community fixed route and commuter service.

The Fiscal Year 2016/2017 Six-Month Administrative Operations Report (Admin Report) provides an overview of El Dorado Transit operations for the reporting period July 1, 2016 through December 31, 2016.

As a recipient of Transportation Development Act (TDA) funds El Dorado Transit is required to report performance measure statistics as defined in the TDA Public Utilities Code Chapter 4, Transportation Development Article 1 – General Provisions and Definitions Section 99247. The Admin Report includes required statistical analysis and other Board approved performance measures on a route, mode and system wide basis.

El Dorado Transit management provides performance measure reporting by service and mode (type of service) which is above and beyond the mandated reporting format. This reporting format provides the public, policy makers and management a detailed comparison by individual service. For comparison purposes, the Admin Report also includes data from the same reporting period in the prior fiscal year.

DISCUSSION

As noted above and in the Admin Report, El Dorado Transit provides three (3) distinct types of public transportation: demand response, rural local fixed route and urban commuter service. The purpose of each service varies, therefore, goals and objectives for efficiency are considered separately.

The report provides statistics, revenues, expenses and performance measures by route, mode and system. To effectively review performance, it is necessary to separate the three (3) modes and compare services within each mode. For example, demand response services are considered life-line social support services that historically report a lower farebox recovery ratio (FBR) than the system as a whole. Within each mode, analysis is presented between each service type. Comparisons and considerations might be discussed between the FBR and the cost per passenger by service.

The following sections discuss the general performance of the various service modes providing a snapshot of how the system has performed during the July to December 2016 reporting period.

Overall, systemwide ridership increased by 826 trips or 0.4%. The largest increase was in the 50 Express, the Cameron Park and the Pollock Pines routes. The combined farebox recovery was 21.29% for the reporting period, ranging from a low of 2.72% for the new Diamond Springs Saturday route to 58.78% for the Sacramento Commuter Service.

Rural route (local fixed route) ridership increased by 2% during the same period versus the prior year (75,511 FY 16/17 vs. 74,008 FY 15/16). The largest year to year change was in the Pollock Pines route which showed an increase of 1,103 trips or 4.9%, and the Cameron Park route which showed an increase of 550 trips or 7.9%. On-time performance for rural routes was 84.7%.

Urban route (commuter services) ridership increased by approximately 0.5% during the reporting period compared to the previous year (84,357 FY 16/17 vs. 83,896 FY 15/16). Ridership on the 50 Express increased by 2,098 trips or 14.1% while the Sacramento Commuter service declined by 1,487 or 2.2%. On-time performance for urban routes was 86.5%.

Demand response services ridership decreased by approximately 4.6% during the same period versus the prior year (11,145 FY 16/17 vs. 11,681 FY 15/16). ADA Paratransit services ridership increased by 83 trips or 27.1% while Dial-A-Ride services declined in ridership by 522 trips or 4.8%. M.O.R.E. services and Adult Day Services (formerly Senior Day Care) decreased in ridership by 1,470 trips or 8.6%. M.O.R.E. and Adult Day Services are contracted and ridership fluctuates according to client enrollment. On-time performance for demand response services was 83.8%.

Additional performance measures discussed in the report include the El Dorado Hills Taxi voucher program, complaints and compliments and road calls. All three (3) modes continued to adhere to performance standards during the period.

FISCAL IMPACT

None

AGENDA ITEM 3 A
Information Item

MEMORANDUM

DATE: March 2, 2017
TO: El Dorado County Transit Authority
FROM: Brian James, Planning and Marketing Manager
SUBJECT: January 2017 Ridership Report

REQUESTED ACTION:
BY MOTION,

No action. Information item.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) staff reports monthly and year-to-date ridership trend reports at each Board meeting.

DISCUSSION

Staff is pleased to report that January 2017 ridership increased systemwide from 27,227 to 27,485 one-way passenger trips or 0.9% compared to the previous year. January 2017 had two (2) additional weekdays compared to the previous year, which may have accounted for the increase in ridership.

Year-to-date ridership for the period July 1, 2016 to January 31, 2017 increased from 196,812 to 198,453 one-way passenger trips or 0.8% compared to the previous year.

FISCAL IMPACT

None

January 2017 Ridership Report

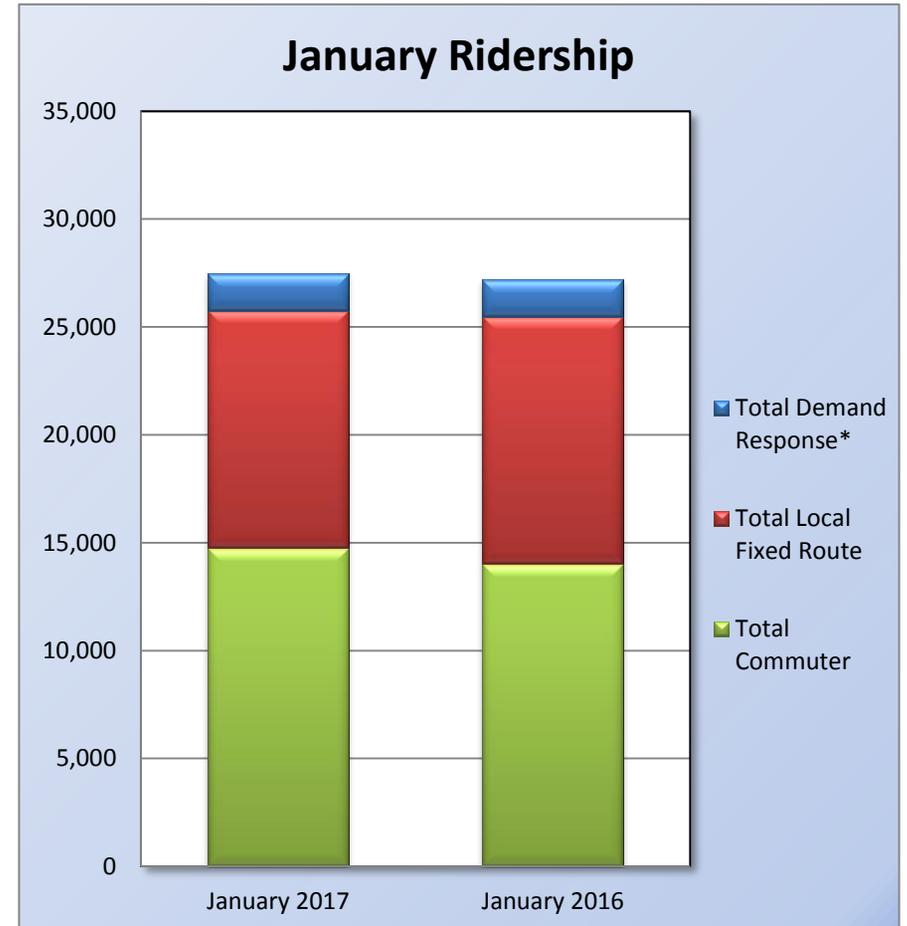


Demand Response	January 2017	January 2016	% Change
Dial-a-Ride	1,561	1,588	-1.7%
Sac-Med	28	73	-61.6%
Grizzly Flat	0	0	0.0%
ADA Paratransit	129	69	87.0%
Total Demand Response*	1,718	1,730	-0.7%

Local Fixed Route	January 2017	January 2016	% Change
Cameron Park	1,137	1,098	3.6%
Diamond Springs	2,205	2,137	3.2%
Saturday Express	404	638	-36.7%
Pollock Pines	3,171	3,502	-9.5%
Placerville Shuttle	4,052	4,087	-0.9%
Diamond Springs Saturday	38	0	100.0%
Total Local Fixed Route	11,007	11,462	-4.0%

Commuter	January 2017	January 2016	% Change
Sacramento Commuter	11,931	11,433	4.4%
Reverse Commuter	38	70	-45.7%
50 Express	2,791	2,532	10.2%
Total Commuter	14,760	14,035	5.2%

M.O.R.E. & Adult Day Services	January 2017	January 2016	% Change
M.O.R.E.	2,005	2,102	-4.6%
Adult Day Services	413	475	-13.1%
Total M.O.R.E. and ADS	2,418	2,577	-6.2%



Systemwide*	January 2017	January 2016	% Change
	27,485	27,227	0.9%

*Does not include M.O.R.E. and Adult Day Services

Ridership Report Fiscal Year-to-Date

July 2016 to January 2017

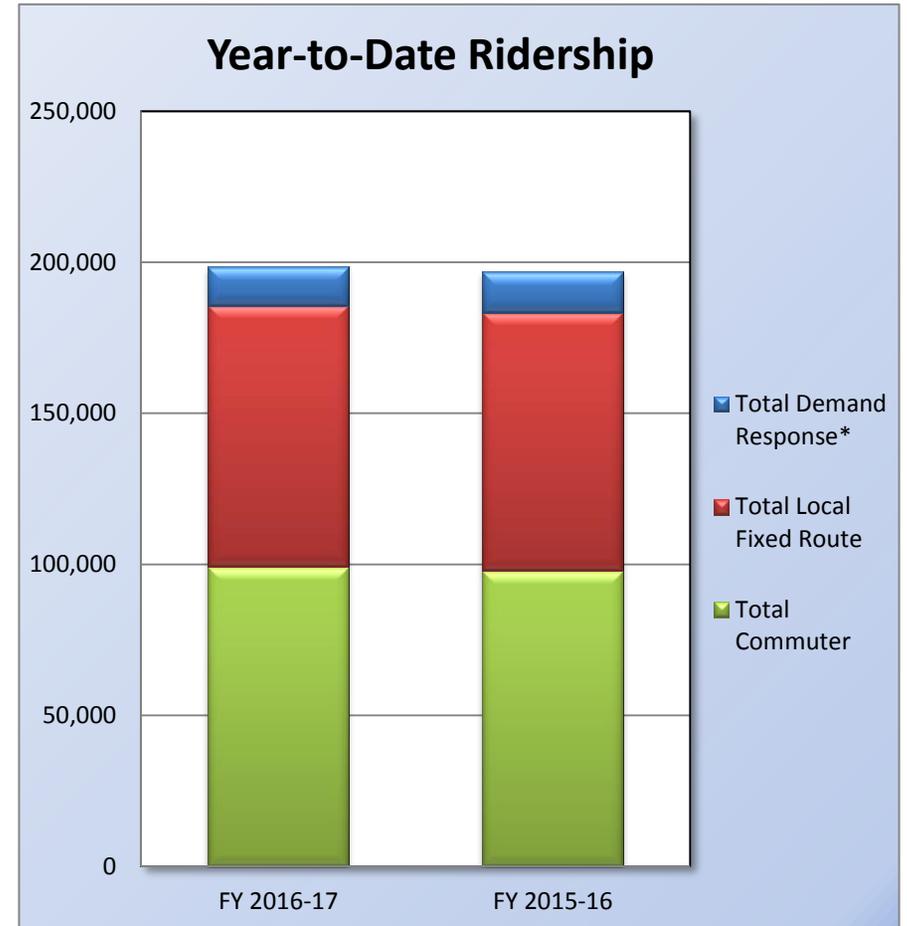


Demand Response	FY 2016-17	FY 2015-16	% Change
Dial-a-Ride	12,021	12,570	-4.4%
Sac-Med	324	442	-26.7%
Grizzly Flat	0	24	0.0%
ADA Paratransit	518	375	38.1%
Total Demand Response*	12,863	13,411	-4.1%

Local Fixed Route	FY 2016-17	FY 2015-16	% Change
Cameron Park	8,642	8,053	7.3%
Diamond Springs	17,062	17,231	-1.0%
Saturday Express	3,524	3,745	-5.9%
Pollock Pines	26,669	25,897	3.0%
Placerville Shuttle	29,999	30,544	-1.8%
Diamond Springs Saturday	577	0	100.0%
Total Local Fixed Route	86,473	85,470	1.2%

Commuter	FY 2016-17	FY 2015-16	% Change
Sacramento Commuter	79,071	80,060	-1.2%
Reverse Commuter	291	473	-38.5%
50 Express	19,755	17,398	13.5%
Total Commuter	99,117	97,931	1.2%

M.O.R.E. & Adult Day Services	FY 2016-17	FY 2015-16	% Change
M.O.R.E.	14,907	16,208	-8.0%
Adult Day Services	3,123	3,451	-9.5%
Total M.O.R.E. and ADS	18,030	19,659	-8.3%



Systemwide*	FY 2016-17	FY 2015-16	% Change
	198,453	196,812	0.8%

*Does not include M.O.R.E. and Adult Day Services