

AGENDA ITEM 1 H
Consent Item

MEMORANDUM

DATE: June 3, 2021

TO: El Dorado County Transit Authority

FROM: Matthew Mauk, Executive Director

SUBJECT: Proposed Amendment Extending the Term of the Agreement with ALTA Regional Center for Client Transportation to Motherlode Rehabilitation Enterprises, Inc.

REQUESTED ACTION:
BY MOTION,

1. Approve Amendment Extending the Term of the Agreement between El Dorado County Transit Authority (El Dorado Transit) and ALTA California Regional Center (ACRC) for client transportation to Motherlode Rehabilitation Enterprises, Inc.
2. Authorize the Executive Director to execute the Amendment to the ACRC Agreement as proposed

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) provides transportation services to clients of Motherlode Rehabilitation Enterprises (M.O.R.E.) under an agreement between ALTA California Regional Center (ACRC) and El Dorado Transit. These services began in 1979 and were a cornerstone of the current public transit system. Providing this transportation has far reaching benefits to the residents of El Dorado County and the City of Placerville. Clients of M.O.R.E. learn valuable life skills, attend adult special education classes, maintain jobs, and participate in community service. M.O.R.E. staff provides “transit training” that supports independence. This transportation also provides caregivers, parents, and siblings the opportunity to go to work or other functions without driving to Placerville each morning and afternoon. Some clients with jobs use El Dorado Transit local fixed routes or Dial-A-Ride in conjunction with contracted service.

In all but one (1) year since 1984, El Dorado Transit has budgeted funds to offset the cost of these critical transportation services. This offset is included in the annual operating budget to minimize any disruptions in service. Historically, ACRC reimbursements have ranged from 100% to 3.4% of the total operational cost of service. The attached contract with ACRC was approved by the El Dorado Transit Board on May 2, 2019 for a two (2) year term from July 1, 2019 through June 30, 2021. The agreement includes a reimbursement rate of \$20.49 per one-way trip, shown as applicable through June 30, 2022.

Due to the Statewide COVID-19 restrictions, M.O.R.E. closed on March 16, 2020 and El Dorado Transit suspended scheduled service to the facility at that time. M.O.R.E. has since resumed limited client services and plans to increase onsite services as pandemic restrictions are lifted. El Dorado Transit is currently providing roughly 150 one-way trips per month to worksites and to the M.O.R.E. facility in Placerville under the existing contract.

DISCUSSION

El Dorado Transit and ACRC staff discussed possible renewal of the agreement based on the expiration date of June 30, 2021. After review, ACRC staff proposed an addendum to the existing agreement extending the term for one (1) additional year through June 30, 2022. This proposal would be consistent with ACRC's normal contract term and maintains the current one-way fee structure with no increase from the current rate of \$20.49 per one-way trip.

ACRC is responsible for purchasing client transportation for the M.O.R.E. program. Without an agreement on July 1, 2021, ACRC will have two (2) possible options for M.O.R.E. client transportation. ACRC may contract with another vendor from Sacramento County or request adding clients on the El Dorado Transit Dial-A-Ride service on a daily basis.

Staff recommends approval of the attached amendment extending the term of the existing agreement with ACRC through June 30, 2022 at the capped reimbursement per trip rate of \$20.49. If approved, El Dorado Transit staff will continue to develop M.O.R.E. client's routes for both cost and operational efficiency during the contract period.

FISCAL IMPACT

With the Board action in May 2019, the approved FY 2020/21 annual subsidy amount for ACRC contracted services was \$228,000. Due to reduced demand during the pandemic, actual expenses and reimbursements have been much lower. Through the 3rd quarter of FY 2020/21, the operating expenses were \$94,366 offset by contract reimbursements totaling \$17,457, resulting in an Agency subsidy amount of \$76,909 for the service. By fiscal year's end, the total Agency subsidy is projected to be less than \$120,000 or approximately 53% of the amount originally approved.

If approved, El Dorado Transit's costs and contract reimbursements are anticipated to increase throughout the upcoming FY 2021/22 as M.O.R.E. services are restored, and in-person client attendance increases. Consideration of the projected program use, reimbursements, and net costs have been included as a component of the operating budget preparation. Assuming the current reimbursement rate and by applying a reasonable escalator to recent expense and ridership trends, staff projects the Agency's total FY 2021/22 subsidy to be approximately \$175,000 (80% of the total cost of the service).

If approved, internal budget controls will be led by the Finance Department to maintain subsidies within the approved operating budget. Formal Board reports on the status of this program's use, expenses, and subsidy requirements will be included in the mid-year and annual Administrative Operations Reports.

AGREEMENT BETWEEN THE EL DORADO COUNTY TRANSIT AUTHORITY
AND ALTA CALIFORNIA REGIONAL CENTER
FOR TRANSPORTATION SERVICES

VENDOR H06598/895/MORE

THIS AGREEMENT, "Agreement" made this first day of July, 2019, by and between the El Dorado County Transit Authority, hereinafter referred to as "TRANSIT," and the ALTA CALIFORNIA REGIONAL CENTER, hereinafter referred to as "ACRC."

RECITALS

WHEREAS, TRANSIT operates a daily public transit system within the confines of the Western Slope of El Dorado County; and

WHEREAS, ACRC provides programs and services for the developmentally disabled, including clients served at the Motherlode Rehabilitation Enterprises, Inc. (M.O.R.E.) workshop; and

WHEREAS, the parties entered into a contract dated July, 2016 whereby TRANSIT agreed to provide transportation services to clients of ACRC at the M.O.R.E. workshop; and

WHEREAS, the Agreement to provide transportation services between the parties is mutually beneficial to the parties and the public; and

WHEREAS, ACRC is desirous of continuing to receive services from TRANSIT for transporting clients to the Motherlode Rehabilitation Enterprises, Inc. (M.O.R.E.) workshop in the City of Placerville, and

WHEREAS, TRANSIT is desirous of continuing to provide the transportation services as herein provided; and

WHEREAS, this Agreement shall supersede all prior agreements between the parties for transportation services.

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

I. DUTIES OF PARTIES.

- A. TRANSIT agrees to transport ACRC's clientele (hereinafter referred to as clients) 5 days a week, Monday through Friday, excluding Saturdays, Sundays, and TRANSIT holidays, unless otherwise agreed by the parties.

TRANSIT reserves the right to contract out either part or all of the service described herein to a qualified transit operator/contractor. TRANSIT services as described herein will be confined to the WESTERN Slope of El Dorado County.

- B. ACRC clients shall not receive service on the following holidays unless revised by TRANSIT Resolution:

- New Year's Day (observed days vary)
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving and the day after Thanksgiving
- Christmas Eve
- Christmas Day

- C. In providing the service described in Section IA, TRANSIT may operate up to seven passenger buses with capacities of 16- 35 passengers. The current level of service is seven (7) routes. Additional service may be developed if appropriate funding is provided and the service is approved by the TRANSIT Executive Director.
- D. The buses shall only operate on routes agreed to by both parties. TRANSIT reserves the right to decline to operate over any road or route TRANSIT determines to be unsafe or inappropriate for the buses. In no event shall TRANSIT be obligated to provide service to any client where the route would exceed ninety (90) minutes from the point of pick-up to drop-off.

2. TERM.

TRANSIT shall commence services to ACRC on the first day of July, 2019 and unless amended by both parties, this Agreement shall terminate June 30, 2021. The contract is subject to termination without cause by either party with 60-days written notice.

3. AUTHORITY OF DRIVER.

- A. ACRC clients transported in TRANSIT buses shall be subject to the driver's authority and direction as the driver shall be responsible for the orderly conduct of clients while they are on the bus. Continued disorderly conduct or persistent refusal to submit to a driver's request shall subject a client to removal from the bus.
- B. TRANSIT personnel may refuse to transport, or may remove a client, if in TRANSIT'S opinion, the client, or transportation of the client, poses a threat to the health and/or safety of the client, the driver, other passengers, or TRANSIT property. TRANSIT shall, within one (1) working day following the refusal to transport the client or removal of the client, notify the ACRC Transportation Coordinator.

TRANSIT will make reasonable efforts to place a removed client into the custody of ACRC, a parent or legal guardian or any person designated by the parent or legal guardian of a client. ACRC shall make reasonable efforts to respond immediately to TRANSIT in the event of a client removal. Absent the presence of ACRC or a parent or legal guardian, the client may be released to the custody of law enforcement or another legally responsible individual.

4. RATES.

- A. The rate charged for transporting clients for the ACRC during the three years of the

Agreement shall be as follows:

	Daily Rate Per Client <u>One Way Trip</u>
July 1, 2019 – June 30, 2020	\$20.49
July 1, 2020 – June 30, 2022	\$20.49

- B. TRANSIT shall keep attendance records and submit a copy of the records with the monthly billing to ACRC. Attendance records shall include the number of trips that TRANSIT provided to each client for that billing period. Bills shall be submitted on a monthly basis. ACRC shall make all payments for the service covered by this Agreement by the 20th day following receipt of the invoice.

5. NOTICES.

Notices shall be served by U.S. mail, or in person, to the following:

EL DORADO COUNTY TRANSIT AUTHORITY:

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

ALTA CALIFORNIA REGIONAL CENTER:

Phil Bonnet, Executive Director
2241 Harvard Street, #100
Sacramento, CA 95815

6. ASSIGNMENT RESTRICTED. Neither party's rights nor obligations under this Agreement shall be assigned without the prior written consent of the other party and any assignment without consent shall be void and have no effect. Subject to this restriction, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs and assigns.
7. WARRANTY OF AUTHORITY. Each signatory below hereby represents and warrants that the individual executing this Agreement on behalf of their respective party has the legal power, right, and actual authority to bind their party to the terms and conditions of this Agreement.
8. PRIOR AGREEMENTS. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set forth in writing by all parties hereto. This Agreement shall supersede all prior agreements between the parties for transportation services.
9. SEVERABILITY. If any phrase, sentence, clause or provision of this Agreement is held invalid,

the balance of the Agreement shall not be affected, and the Agreement shall be construed to the fullest extent of the law to effectuate the terms of this Agreement.

10. CALIFORNIA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. WAIVERS. No waiver by any party of any provision contained in this Agreement shall be deemed a waiver of any other provision herein or of any subsequent breach by either party.
12. COUNTERPARTS. This Agreement and any and all other agreements, documents or certificates to be entered into by the parties with respect to the subject matter hereof, may be executed in multiple counterparts. Each such executed counterpart shall be considered on original, and taken together, shall constitute one and the same document. Any signature, notice or other communication with respect to the subject matter hereof may be given by telex, telecopy or other facsimile transmission, the transmission of which shall be concurrently or immediately followed by delivery (personal or by express mail) of any original thereof, and the party receiving a facsimile transmission shall be entitled to reply upon such facsimile to the same extent as if it were an original.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

ALTA California Regional Center

By: 

Phil Bonnet, Executive Director
ALTA California Regional Center

Date: 5.13.19

El Dorado County Transit Authority

By: 

Mindy Jackson, Executive Director
El Dorado County Transit Authority

Date: 5/20/19

Attest:

By: 
Clerk of the Board

Date: 5/22/19

Approved as to Form:

By: 

Michael Tucker, Legal Counsel
El Dorado County Transit Authority

AMENDMENT FOR FURNISHING TRANSPORTATION BETWEEN
ALTA CALIFORNIA REGIONAL CENTER

AND

EL DORADO COUNTY TRANSIT AUTHORITY
VENDOR# H06598 SERVICE CODE 895

After reviewing the original contract which runs from **07-01-2019** through **06-30-2021**, we have found that this contract indicates a premature expiration in 2021, which should have reflected an expiration date of **6-30-2022**. The purpose of this amendment is to extend your current contract through **6-30-2022** and at that time, the contract will be up for a 2-year renewal.

All terms of the original contract remain in full force.

Executed at Sacramento, California as of the date first written above:

REGIONAL CENTER
ALTA CALIFORNIA REGIONAL
CENTER, INC

By: _____
Phil Bonnet, Executive Director

VENDOR: EL DORADO COUNTY
TRANSIT AUTHORITY (H06598)

By: _____
Name & Title