



EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING

AGENDA

THURSDAY, OCTOBER 1, 2026; 1:00 PM

Regular Meeting

Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III

Vice Chairperson: Jackie Neau, City of Placerville Councilmember

Lori Parlin, County of El Dorado Supervisor, District IV

George Turnboo, County of El Dorado Supervisor, District II

David Yarbrough, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers

- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Placerville, CA 95667	By Computer: https://edcgov-us.zoom.us/j/86134567267 By Phone: 669-219-2599 Meeting ID: 861 3456 7267

Members of the public may call in during the meeting and are encouraged to submit public comment via email to mwilcher@eldoradotransit.com up until 2 hours before the start of the meeting. Written comments will be entered into the meeting's minutes and the Board will consider all comments at the appropriate time. Members of the public may address any item on the agenda prior to board action, comments will be limited to no more than three (3) minutes.

If you are joining the meeting via computer and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The board secretary will call you by the last three digits of your phone number when it is your turn to comment.

By participating in this meeting, you acknowledge that you are being recorded.

PLEASE NOTE: If all board members are present in person, public participation by Zoom is for convenience only and is not required by law. If the Zoom feed is lost for any reason, the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the Chairperson.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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.

OPEN FORUM

At this time, any person may comment on any item that is not on the agenda. Please state your name for the record. 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>
	A. Approve Conformed Minutes of Regular Meeting September 3, 2026 (<i>Wilcher</i>)	4
	B. Receive and file August 2026 Check Registers (<i>Sathre</i>)	8
	C. Receive and file August 2026 Ridership Reports (<i>Bergren</i>)	12
	D. Approve Vehicle Replacement Plan for Fiscal Year 2026/27 through 2031/32 (<i>Ahart</i>)	15
	E. 1. Accept Actuarial Valuation of Other Post-Employee Benefit Program for fiscal year ending June 30, 2025	21
	2. Authorize Executive Director to execute all documents necessary for continued participation (<i>Sathre</i>)	
	F. Approve the updated Passenger Code of Conduct (<i>Robinson</i>)	30
	G. Approve Purchase Order No. 32179 for Special District Risk Management Authority in the amount of \$29,565.17 for Fiscal Year 2025/26 workers' compensation annual audit adjustment (<i>Ahart</i>)	58
	H. Adopt Resolution No. 26-30 authorizing the El Dorado County Transit Authority and the Executive Director to execute all documents for the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2025/26, Cycle B (<i>Bergren</i>)	62

2.	<u>ACTION ITEMS</u>	<u>PAGE</u>
A. 1.	Award a contract to MGT Impact Solutions, LLC in response to Request for Proposal #2026-02 for a Compensation and Benefits Study in the amount of \$24,975.00, with a 10% contingency of \$2,497.50, for a total project authorization not to exceed \$27,472.50	66
	2. Approve Purchase Order No. 32180 to MGT Impact Solutions, LLC for the Compensation and Benefits Study in the amount authorized above	
	3. Authorize the Executive Director to execute the Professional Services Agreement and related documents and approve use of the contingency for necessary additional work within the total authorization (<i>Ahart</i>)	
B.	Approve the revised Board Policy E-5 – Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security, including the associated policy forms and attachments, and authorize implementation of the revised policy (<i>Ahart</i>)	86
C.	Receive and file the Fiscal Year 2025/26 Administrative Operations Report (<i>Bergren</i>)	129
3.	<u>INFORMATION ITEMS</u>	
A.	Capital Improvement Plan Project # 25-05 Payment Acceptance Device Hardware and Processor Services Completion (<i>Sathre</i>)	147
B.	October – December 2026 Newsletter (<i>Bergren</i>)	148

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, November 5, 2026 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 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.



**EL DORADO COUNTY TRANSIT AUTHORITY
BOARD OF DIRECTORS MEETING
CONFORMED MINUTES
THURSDAY, SEPTEMBER 3, 2026; 1:00 PM
Regular Meeting**

Chairperson: Brian Veerkamp, County of El Dorado Supervisor, District III

Vice Chairperson: Jackie Neau, City of Placerville Councilmember
Lori Parlin, County of El Dorado Supervisor, District IV
George Turnboo, County of El Dorado Supervisor, District II
David Yarbrough, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers
- Greg Ferrero, Alternate for County of El Dorado Supervisor, District I

Executive Director: Brian James

In-Person	Remotely
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CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Veerkamp called the meeting to order at 1:00 PM and the pledge of allegiance was recited.

ROLL CALL

Directors Present: Jackie Neau, Lori Parlin, George Turnboo, Brian Veerkamp, David Yarbrough

A quorum was present.

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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M/S: Neau/Parlin

Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

OPEN FORUM

None

1. CONSENT CALENDAR

- A.** Approve Conformed Minutes of Regular Meeting August 6, 2026 (*Wilcher*)
- B.** Receive and File July 2026 Check Registers (*Sathre*)
- C.** Receive and File July 2026 Ridership Reports (*Bergren*)
- D.** Adopt Resolution No. 26-25 defining the El Dorado County Transit Authority's health insurance premium contribution rates for represented, unrepresented regular and management employees beginning January 1, 2027 (*Ahart*)
- E.** Workers' Compensation Trending Report (*Ahart*)
- F.** Receive and file Quarterly Investment Report for quarter ending 06/30/2026 (*Sathre*)
- G.** Adopt Resolution No. 26-26 approving updates to the El Dorado County Transit Authority Workplace Violence Protection Plan (*Robinson*)

- H. Adopt Resolution No. 26-27 approving updates to the El Dorado County Transit Authority Drug and Alcohol Policy (*Robinson*)
- I. 1. Adopt Resolution No. 26-28 approving the revised Memorandum of Understanding and authorizing continued participation in the designated Special District Risk Management Authority Health Benefits Program coverages

2. Authorize the Executive Director to execute the revised Memorandum of Understanding and related program documents to continue participation (*Ahart*)
- J. Adopt Resolution No. 26-29 authorizing the Executive Director to submit a claim for Transportation Development Act State of Good Repair funds for Fiscal Year 2025/26 (*Sathre*)

2. ACTION ITEMS

- A. 1. Approve the Memorandum of Understanding (MOU) between the El Dorado County Transit Authority and the City of Placerville for the use, operation, maintenance, and upkeep of the Mosquito Park and Ride Bus Stop and Restrooms

2. Authorize the Executive Director to execute the MOU on behalf of the El Dorado County Transit Authority (*James*)

Action: Board unanimously approved the item as requested by staff.

M/S: Yarbrough/Turnboo
Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

- B. 1. Form an Ad Hoc Audit Review Committee to receive and review fiscal year 2025/26 independent fiscal and compliance audit reports

2. Appoint Chair and Vice-Chair as members to the Audit Review Committee (*Sathre*)

The Board approved this unanimously and appointed Chair Veerkamp and Vice-Chair Neau to the Ad Hoc Audit Review Committee

M/S: Turnboo/Yarbrough
Ayes: Neau, Parlin, Turnboo, Veerkamp, Yarbrough

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

Chair Veerkamp adjourned the meeting at 1:14 PM. The next regularly scheduled meeting is Thursday, October 1, 2026.

Respectfully Submitted,

**Megan Wilcher
Secretary to the Board**

* Verbal Report

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: October 1, 2026
TO: El Dorado County Transit Authority
FROM: Jenelle Sathre, Fiscal Manager
SUBJECT: August 2026 Check Register

REQUESTED ACTION:
BY MOTION,

Receive and file August 2026 Check Register

BACKGROUND

The check register included consists of routine transactions for the month of August 2026. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Three (3) items merit further detail:

Check # 43269 – Pest Control Center, Inc.....\$1,095.00

This check pays the obligation for three (3) days of vole extermination at the Bass Lake Park & Ride totaling \$1,025.00. The on-going monthly pest control for the Administration building in Diamond Springs consisted of \$70 of the entire payment.

Check # 43278 – Zonar Systems, Inc..\$20,512.80

This check pays the obligation for one (1) year of bus tracking software and EVIR CSA Inspection Service/Software. This charge was booked to prepaid and is being journaled each month to amortize the expense evenly throughout FY 2026/27.

Check # 43312 – Western Contract Furnishers of Sacramento.\$10,067.82

This check pays the remaining 50% obligation for the office remodeling to add a third workspace in the Finance Department for the Fiscal & Grants Analyst, as well as repurpose the small conference room into an office/training space for the Safety & Training Supervisor. The entire obligation for the project was \$20,135.64.

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
August 2026

Date	Num	Name	Memo	Amount
08/03/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	UNFUNDED ACCRUED LIABILITY: JULY 2026 - JUNE 2027 - PLAN 26406	287,708.00
08/03/2026	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JULY 11 - JULY 24, 2026; PAY DATE JULY 31, 2026	2,522.15
08/03/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #16 PEPRA	23,511.82
08/03/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #16 CLASSIC	4,748.07
08/06/2026	43247	49ER LIVE SCAN	LIVE SCAN FINGERPRINTING (QTY. 7)	175.00
08/06/2026	43248	A-Z BUS SALES INC	MIRROR & UPRIGHT MOUNT #1602 / #1904	1,393.46
08/06/2026	43249	ARNOLDS FOR AWARDS INC	EOM NAME ENGRAVING AUGUST 2026	21.50
08/06/2026	43250	AUTOZONE INC	COOLANT (5) / SYNPOWER (12) / OIL FILTER (3) / WINDSHIELD FLUID - STOCK	748.43
08/06/2026	43251	CAL.NET	AUGUST 2026 - CCTV CAMERA SERVICE	176.92
08/06/2026	43252	CANTER BUYER PARENT LP	TIRE RECYCLING (4)	43.30
08/06/2026	43253	CAPITOL CLUTCH & BRAKE INC	PURGE ASSEMBLY, WINDOW KIT, OIL SEALS - STOCK / DISC ROTOR, BOLT KIT #1805	2,968.23
08/06/2026	43254	COMPLIANCE SOLUTIONS GROUP	HAZWOPER ANNUAL REFRESHER - ONLINE	851.20
08/06/2026	43255	DAWSON OIL	JULY 2026 - FUEL PURCHASES, DRYDENE DIESELALL & SALES TAX	92,300.51
08/06/2026	43256	DIAMOND SPRINGS PRINTING & GRAPHICS	BUSINESS CARDS - 9 EMPLOYEES	371.34
08/06/2026	43257	EL DORADO DISPOSAL SERVICE	JULY 2026 - DISPOSAL SERVICE (2)	569.32
08/06/2026	43258	EL DORADO HILLS CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	225.00
08/06/2026	43259	EMP. MISC. REIMBURSEMENT	PANTS REIMBURSEMENT - J.LIRETTE	68.46
08/06/2026	43260	FLEMING DISTRIBUTING CO.	MOA (9), 44K (8), DFC (6), LSII (12), ATC+ (2), HD FUEL RESTO (5) - STOCK	787.16
08/06/2026	43261	GILLIG LLC	ELEMENT FILTER, VOLTAGE REGULATOR, PNEUMATIC ARM (#2002) / MIRROR ASM	3,236.02
08/06/2026	43262	GWP HOLDINGS LLC	FLEXIBLE (#2001) / O-RINGS, GASKETS, FILTERS - STOCK	2,482.37
08/06/2026	43263	HUNT & SONS INC	JULY 15-31, 2026 - FUEL PURCHASES	3,194.10
08/06/2026	43264	MAG LANDSCAPING INC	JULY 2026 - LANDSCAPING MAINTENANCE (6) / BASS LAKE WATERING (2)	2,190.00
08/06/2026	43265	MISSION UNIFORM SERVICE	MATS, TOWELS, AND UNIFORM SERVICE	1,519.43
08/06/2026	43266	NAPA AUTO PARTS	GEN 3 HUB ASSEMBLY (#1604) / TRUCK TIRE CHAINS (#1802) / MISC. STOCK	2,171.00
08/06/2026	43267	O'REILLY AUTO PARTS	RADIATOR & COOLANT HOSE, MASTER CYLINDER, BRAKE BOOSTER & MSTR (#1908)	2,636.48
08/06/2026	43268	PACIFIC GAS & ELECTRIC	JULY 2026 - ELECTRIC SERVICE (8)	6,269.78
08/06/2026	43269	PEST CONTROL CENTER INC	BURROWING ANIMAL CONTRAL (BASS LAKE P&R) / PEST CONTROL ADMIN BLDG	1,095.00
08/06/2026	43270	RON DUPRATT FORD	TRANSMISSION (#1911) / HOSE (#1604) / FILTERS, ELEMENTS, CAMSHAFT - STOCK	5,995.85
08/06/2026	43271	RTS IT INC	AUG 2026 - IT SERVICE PLAN & EMAIL ENCRYPTION, MS OFFICE (33), BACK-UP SVC (32)	6,583.54
08/06/2026	43272	RUBIS AUTO GLASS	WINDSHIELD REPAIR OR REPLACEMENT (12 BUSES)	1,331.55
08/06/2026	43273	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK-UP AND RECYCLE	4,568.26
08/06/2026	43274	SECURITY BY DESIGN INC	JUNE 2026 - CONSULTATION ON SECURITY CAMERA PROJECT	2,225.00
08/06/2026	43275	SOUTHERN TIRE MART LLC	315/80R22.5/20 FS 400 (8)	4,619.74
08/06/2026	43276	TRAPEZE SOFTWARE GROUP INC	VOICE MINUTES & SMS SEGMENTS 4/1/2026 TO 6/30/2026	173.48
08/06/2026	43277	TRUE VALUE HARDWARE	PAINT & HARDWARE FOR MICRO TRANSIT VANS / GARDEN HOSE	140.53
08/06/2026	43278	ZONAR SYSTEMS INC	ZONAR ESSENTIALS (60) & EVIR CSA INSPECTION SVC (46) 7/01/26 - 6/30/27	20,512.80
08/07/2026	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	AUGUST 2026 - HEALTH PREMIUMS (UNREPRESENTED)	58,393.80
08/10/2026	EFT TRANS	OPERATING ENGINEERS PUBLIC & MISC	AUGUST 2026 - MEDICAL PREMIUMS	69,203.00
08/14/2026	43279	EMP. MISC. REIMBURSEMENT	TRAVEL PER DIEM (8/17/26 - 8/19/26) - H. FORTIN (WOMEN'S CONFERENCE)	191.50
08/14/2026	43280	EMP. MISC. REIMBURSEMENT	TRAVEL PER DIEM (8/17/26 - 8/19/26) - S. BISCAINE (WOMEN'S CONFERENCE)	191.50
08/14/2026	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD JULY 25 - AUG. 07, 2026; PAY DATE AUG. 14, 2026	2,590.51
08/14/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #17 CLASSIC	4,740.33
08/14/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #17 PEPRA	23,404.28
08/21/2026	43281	EMP. MISC. REIMBURSEMENT	TRAVEL PER DIEM (8/23/2026 - 08/26/26) - B. BERRY	442.00
08/21/2026	43282	EMP. MISC. REIMBURSEMENT	TRAVEL PER DIEM (8/23/2026 - 08/26/26) - D. FOSTER	442.00
08/21/2026	43283	A-Z BUS SALES INC	FIRST AID KITS & BLOODBORNE KITS FOR VEHICLES	4,999.73
08/21/2026	43284	ACC BUSINESS	AUGUST 2026 - FIBER INTERNET	80.00
08/21/2026	43285	ACCO ENGINEERED SYSTEMS INC	QUARTERLY HVAC SERVICE - ADMIN BUILDING	695.00
08/21/2026	43286	ADM SCREENING	DOT MED EXAM RENEWAL (4), DOT MED EXAM PRE (7), DOT DRUG SCREEN PRE (7)	1,550.00
08/21/2026	43287	AFLAC	AUGUST 2026 - INSURANCE PREMIUMS	342.64
08/21/2026	43288	AMAZON CAPITAL SERVICES INC	JULY 2026 - AMAZON PURCHASES	2,514.98
08/21/2026	43289	AT&T	CENTRAL BILLING 6-24-26 to 7-23-26 (BAN)	93.30
08/21/2026	43290	AT&T MOBILITY	JULY 2026 - WIRELESS SERVICE FOR SURVEILLANCE CAMERAS AT PARK & RIDES	288.58
08/21/2026	43291	AT&T MOBILITY LLC	VEHICLE CARD READER SIM CARDS (6/5/26 - 8/4/26)	3,570.00
08/21/2026	43292	CDW GOVERNMENT	MSI MONITORS / 6-FOOT POWER CORD EXTENSION	263.80
08/21/2026	43293	COLUMBIA BANK	RECONCILED VISA CHARGES	8,389.35
08/21/2026	43294	EDC COMMUNITY DEVELOPMENT SERVICES	HAZARDOUS MATERIALS - ENVIRONMENTAL MANAGEMENT FEES	336.00
08/21/2026	43295	EDWARDS, STEVENS & TUCKER LLP	JULY 2026 - GENERAL LEGAL SERVICE	1,710.00
08/21/2026	43296	EL DORADO IRRIGATION DISTRICT	WATER SERVICE FOR EDH P&R 6/02/26-08/03/26	159.91
08/21/2026	43297	EMP. MISC. REIMBURSEMENT	DMV PERMIT FEE - L. PEREIRA	102.10
08/21/2026	43298	EMPLOYMENT DEVELOPMENT DEPARTMENT	UNEMPLOYMENT INSURANCE BENEFIT CHARGES - Q2 2026	152.97
08/21/2026	43299	HUNT & SONS INC	AUGUST 1-15, 2026 - FUEL PURCHASES	2,422.92
08/21/2026	43300	LANGUAGE LINE SERVICES INC	JULY 2026 - OVER-THE-PHONE LANGUAGE INTERPRETATION	21.25
08/21/2026	43301	LITTLEPAY INC	JULY 2026 - MONTHLY TRANSACTION FEES	39.20
08/21/2026	43302	NORCAL WATER SYSTEMS INC	AUGUST 2026 - DRINKING WATER SERVICE	42.90
08/21/2026	43303	OPERATING ENGINEERS LOCAL UNION #3	AUGUST 2026 - UNION DUES	1,690.00
08/21/2026	43304	PROTELESIS	AUGUST 2026 - PHONE SYSTEM ELEVATE SUBSCRIPTION	768.18
08/21/2026	43305	QUADIENT FINANCE USA INC	INK FOR POSTAGE MACHINE	303.52
08/21/2026	43306	ROBERTS & COMPANY INC	JULY 2026 - CPA SERVICES	665.00
08/21/2026	43307	RTS IT INC	JULY 2026 SERVICE PLAN AND HARDWARE & SOFTWARE TROUBLESHOOTING	2,422.00

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
August 2026

08/21/2026	43308	SAFETY-KLEEN SYSTEMS INC	USED OIL PICK-UP AND RECYCLE	377.50
08/21/2026	43309	SPECIAL DISTRICT RISK MANAGEMENT AUTH	SEPTEMBER 2026 - EMPLOYEE ASSISTANCE PROGRAM BENEFITS	245.68
08/21/2026	43310	SUN LIFE FINANCIAL	SEPTEMBER 2026 - SUPPLEMENTAL LIFE BENEFIT	996.42
08/21/2026	43311	SUN LIFE FINANCIAL	SEPTEMBER 2026 GROUP LIFE & LTD BENEFITS	3,121.18
08/21/2026	43312	WESTERN CONTRACT FURNISHERS OF SAC	REMAINING BALANCE (50%) ON OFFICE RETROFIT (FINANCE, FRONT, SAFETY SUP)	10,067.82
08/21/2026	43313	WILKINSON PORTABLES INC	JUNE & JULY 2026 - PORTABLE TOILET & WASH STATION RENTAL CAMBRIDGE P&R	378.40
08/21/2026	43314	DIAMOND SPRINGS PRINTING & GRAPHICS	BUSINESS CARDS - T. WERNER	42.85
08/26/2026	43315	.ALLEN, CYNTHIA A	MY RIDE -JULY 2026	44.23
08/26/2026	43316	.BEAUDION, LORENA LYNN	MY RIDE -JULY 2026	253.75
08/26/2026	43317	.BRIGHT, MARY J	MY RIDE -JULY 2026	253.75
08/26/2026	43318	.CAI, LIZHI	MY RIDE -JULY 2026	253.75
08/26/2026	43319	.CAMP, BETTY J	MY RIDE -JULY 2026	253.75
08/26/2026	43320	.CHRONISTER, RODNEY E	MY RIDE -JULY 2026	507.50
08/26/2026	43321	.COMSTOCK, WINONA	MY RIDE -JULY 2026	253.75
08/26/2026	43322	.COOK, VAUGHAN	MY RIDE -JULY 2026	253.75
08/26/2026	43323	.COOK, VERONICA	MY RIDE -JULY 2026	253.75
08/26/2026	43324	.COOPER, DEBBIE	MY RIDE -JULY 2026	205.47
08/26/2026	43325	.DA COSTA, MONICA	MY RIDE -JULY 2026	194.30
08/26/2026	43326	.ECKHARDT, PATIENCE	MY RIDE -JULY 2026	62.50
08/26/2026	43327	.ENOCHSON BENNETT, INGER	MY RIDE -JULY 2026	82.65
08/26/2026	43328	.EVANS, CASEY	MY RIDE -JULY 2026	253.75
08/26/2026	43329	.FARIA-HOFFMAN, DORENE M	MY RIDE -JULY 2026	314.43
08/26/2026	43330	.FERREL, LAUREL KAY	MY RIDE -JULY 2026	253.75
08/26/2026	43331	.FICKLIN, LINDA R	MY RIDE -JULY 2026	79.32
08/26/2026	43332	.FRANK, DIANE	MY RIDE -JULY 2026	120.64
08/26/2026	43333	.GAGNE, SUSAN D	MY RIDE -JULY 2026	8.70
08/26/2026	43334	.GALVAN, ELAINE M	MY RIDE -JULY 2026	253.75
08/26/2026	43335	.GIORDANO, EVA	MY RIDE -JULY 2026	253.75
08/26/2026	43336	.GOBEL, RAELENA	MY RIDE -JULY 2026	253.75
08/26/2026	43337	.GRIFFIN, INDIA	MY RIDE -JULY 2026	31.90
08/26/2026	43338	.GROY, DAVID	MY RIDE -JULY 2026	194.37
08/26/2026	43339	.GULARTE, LARA L	MY RIDE -JULY 2026	253.75
08/26/2026	43340	.HANSEN, JOSEPH	MY RIDE -JULY 2026	236.35
08/26/2026	43341	.HANSON, SHARON KAY	MY RIDE -JULY 2026	89.03
08/26/2026	43342	.HAYDEN, CYNTHIA	MY RIDE -JULY 2026	19.87
08/26/2026	43343	.HEDGE, SAMANTHA	MY RIDE -JULY 2026	253.75
08/26/2026	43344	.HENDRIX, SUSAN L.	MY RIDE -JULY 2026	253.75
08/26/2026	43345	.HODGES, DAVID GLENN	MY RIDE -JULY 2026	167.77
08/26/2026	43346	.HUEBNER, KARYN	MY RIDE -JULY 2026	66.70
08/26/2026	43347	.JANUS, JOHN	MY RIDE -JULY 2026	218.54
08/26/2026	43348	.KAMENA, DENISE C	MY RIDE -JULY 2026	147.47
08/26/2026	43349	.KINZEL, CATHERINE	MY RIDE -JULY 2026	50.75
08/26/2026	43350	.LAFFODAY, SARAH E	MY RIDE -JULY 2026	113.10
08/26/2026	43351	.LAFRANCIS II, GARY	MY RIDE -JULY 2026	103.96
08/26/2026	43352	.LEBAR, KELLY	MY RIDE -JULY 2026	288.99
08/26/2026	43353	.LEONARD, DONALD CHRISTOPHER	MY RIDE -JULY 2026	253.75
08/26/2026	43354	.LUO, LONGBAO	MY RIDE -JULY 2026	35.96
08/26/2026	43355	.LUSK, DEBRA SUE	MY RIDE -JULY 2026	47.34
08/26/2026	43356	.MARTIN, LINA	MY RIDE -JULY 2026	199.01
08/26/2026	43357	.MATZINGER, LINDA IOLEEN	MY RIDE -JULY 2026	253.75
08/26/2026	43358	.MCGRATH, SHEILA	MY RIDE -JULY 2026	55.10
08/26/2026	43359	.MONTGOMERY, TONI P	MY RIDE -JULY 2026	253.75
08/26/2026	43360	.MYER-HOGUE, SANDRA	MY RIDE -JULY 2026	253.75
08/26/2026	43361	.NUNEZ, FERNANDO	MY RIDE -JULY 2026	253.75
08/26/2026	43362	.PENUMECHCHU, SRINIVAS	MY RIDE -JULY 2026	253.75
08/26/2026	43363	.PETERSON, THOMAS JOHN	MY RIDE -JULY 2026	59.52
08/26/2026	43364	.PETERSON, WALTER	MY RIDE -JULY 2026	220.40
08/26/2026	43365	.POGANSKI, JANAYE L	MY RIDE -JULY 2026	239.25
08/26/2026	43366	.POLANSKI, MARIOLA	MY RIDE -JULY 2026	253.75
08/26/2026	43367	.RAI, PRAVIND	MY RIDE -JULY 2026	253.75
08/26/2026	43368	.RASLEAR, BARBARA S	MY RIDE -JULY 2026	40.02
08/26/2026	43369	.ROGERS, TIMOTHY ALTON	MY RIDE -JULY 2026	217.14
08/26/2026	43370	.SAINT, ONDREA	MY RIDE -JULY 2026	253.75
08/26/2026	43371	.SALVATORI, ANNE	MY RIDE -JULY 2026	253.75
08/26/2026	43372	.SHAWHAN, CHARLES	MY RIDE -JULY 2026	160.95
08/26/2026	43373	.SHEFFIELD, CHRISTOPHER	MY RIDE -JULY 2026	253.75
08/26/2026	43374	.SHULTS, BARBARA	MY RIDE -JULY 2026	253.75
08/26/2026	43375	.SMITH, JEFFREY R	MY RIDE -JULY 2026	69.60
08/26/2026	43376	.SMITH, LAURA	MY RIDE -JULY 2026	166.03
08/26/2026	43377	.SMITH, WENDELL	MY RIDE -JULY 2026	479.95
08/26/2026	43378	.SORACCO, MEGAN	MY RIDE -JULY 2026	245.05

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register

August 2026

08/26/2026	43379	.STENT, JUDY L	MY RIDE -JULY 2026	111.36
08/26/2026	43380	.STOCKEL, GARY	MY RIDE -JULY 2026	10.01
08/26/2026	43381	.THOMAS, JULIE R	MY RIDE -JULY 2026	253.75
08/26/2026	43382	.TODD, JANET C	MY RIDE -JULY 2026	368.88
08/26/2026	43383	.TOMSON, CHARLENE	MY RIDE -JULY 2026	102.23
08/26/2026	43384	.TRACY-SLASTEN, KAREN ANN	MY RIDE -JULY 2026	119.05
08/26/2026	43385	.VALENCIA, ROCHELLE	MY RIDE -JULY 2026	44.88
08/26/2026	43386	.VAN CLEAVE, MICHA	MY RIDE -JULY 2026	309.72
08/26/2026	43387	.WARMAN, SHIELA	MY RIDE -JULY 2026	304.50
08/26/2026	43388	.WOJAN, CYNTHIA J	MY RIDE -JULY 2026	152.83
08/26/2026	43389	.WOLLESEN, ERIK V	MY RIDE -JULY 2026	253.75
08/26/2026	43390	.WORTHEN, DALE	MY RIDE -JULY 2026	160.23
08/26/2026	43391	EMP. MISC. REIMBURSEMENT	MILEAGE & TRANSPORTATION REIMBURSEMENT - H. FORTIN	195.96
08/26/2026	43392	EMP. MISC. REIMBURSEMENT	DMV PERMIT FEE - A. MAYER	100.00
08/26/2026	43393	EMP. MISC. REIMBURSEMENT	LICENSE RENEWAL - M. SHARMA	69.00
08/26/2026	43394	EMP. MISC. REIMBURSEMENT	DMV PERMIT FEE - C. SALAS	100.00
08/26/2026	43395	NICK BATTEATE	AUTOMATED EXTERNAL DEFIBRILLATOR (AED)	1,395.00
08/28/2026	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY PERIOD AUG. 8 - AUG. 21, 2026; PAY DATE AUG. 28, 2026	2,552.97
08/28/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #18 CLASSIC	4,780.85
08/28/2026	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #18 PEPPRA	23,426.06
				745,833.04
				745,833.04

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: October 1, 2026
TO: El Dorado County Transit Authority
FROM: Erik Bergren, Planning and Marketing Manager
SUBJECT: August 2026 Ridership Report

REQUESTED ACTION:

BY MOTION,

Receive and file August 2026 Ridership Report

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) staff typically reports monthly and fiscal year-to-date ridership at each Board meeting.

DISCUSSION

For the month of August 2026, ridership for Demand Response Services and Commuter Routes trended up and Local Fixed Routes stayed flat. Fiscal year-to-date ridership was up 17.7% overall.

The attached August 2026 Ridership Report compares systemwide monthly passenger trips to the same period in the previous fiscal year. Demand Response ridership increased by 7.8%, Local Fixed Route ridership stayed flat, decreasing by 1.9%, and Commuter ridership increased by 62.9%. The Commuter ridership increase was due to the return-to-office mandate that went into effect July 1, 2026. We've had 16,885 Commuter trips so far in fiscal year 2026-27, a 58% increase over the same period last year. Overall ridership was up 17.6%.

The attached Fiscal year-to-date Ridership Report compares the current fiscal year to the same period in the previous seven (7) fiscal years to analyze pre-COVID and current ridership trends.

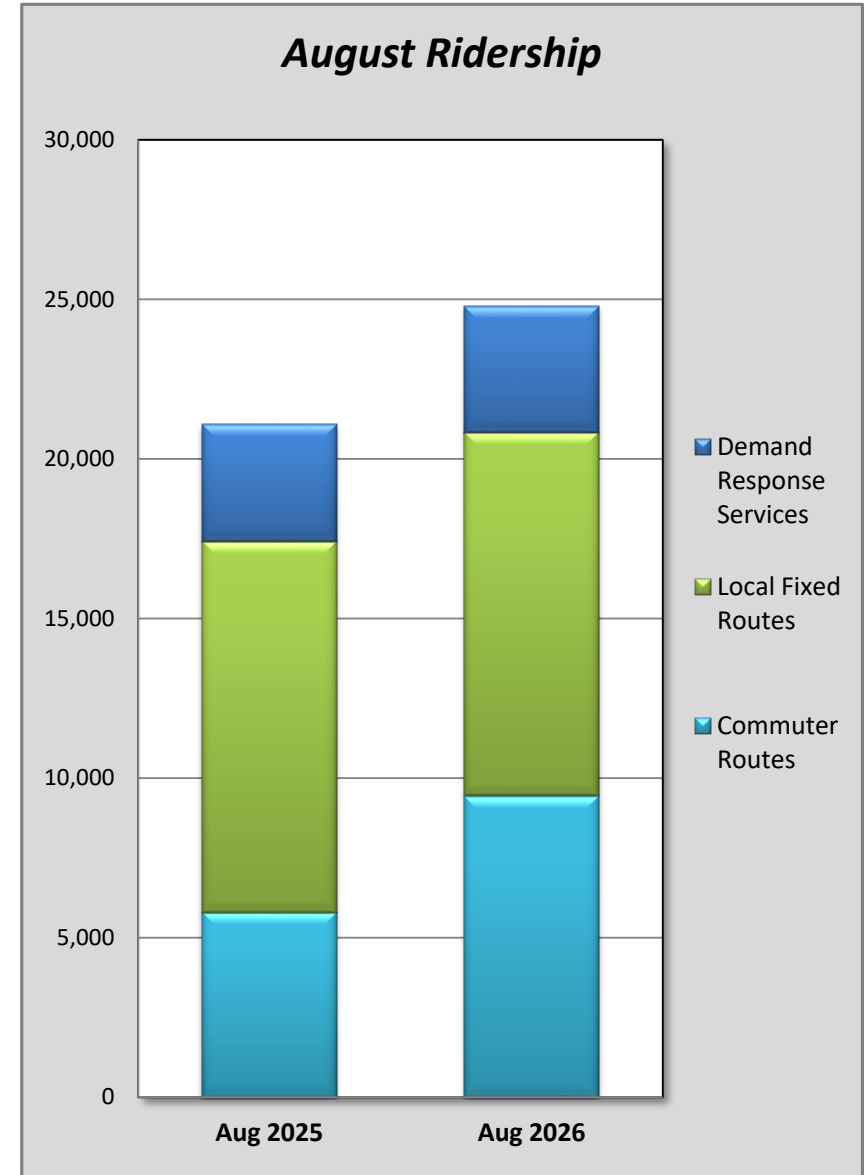
August 2026 Ridership Report

Demand Response Services	Aug 2025	Aug 2026	% Change
Dial-a-Ride	1,066	1,069	0.3%
Sac-Med	56	46	-17.9%
ADA Paratransit	311	331	6.4%
M.O.R.E.*	706	586	-17.0%
My Ride	1,544	1,631	5.6%
EDT Go (Microtransit)	0	309	100.0%
Total Demand Response	3,683	3,972	7.8%

Local Fixed Routes	Aug 2025	Aug 2026	% Change
20 - Placerville	1,849	1,431	-22.6%
25 - Saturday Express	481	589	100.0%
30 - Diamond Springs	1,169	1,198	2.5%
35 - Diamond Springs Saturday	180	0	100.0%
40 - Cameron Park	1,188	1,172	-1.3%
50x - 50 Express	5,304	5,217	-1.6%
60 - Pollock Pines	1,443	1,785	23.7%
Total Local Fixed Routes	11,614	11,392	-1.9%

Commuter Routes	Aug 2025	Aug 2026	% Change
Sacramento Commuter	5,002	8,582	71.6%
Reverse Commuter	59	65	10.2%
Sacramento/Tahoe Connector	731	788	7.8%
Total Commuter Routes	5,792	9,435	62.9%

	Aug 2025	Aug 2026	% Change
Systemwide	21,089	24,799	17.6%
Passengers per Revenue Hour	4.9	5.3	8.5%



*Contracted Services - Ridership Determined by Client Enrollment

Fiscal Year-to-Date Ridership Report

August 2026

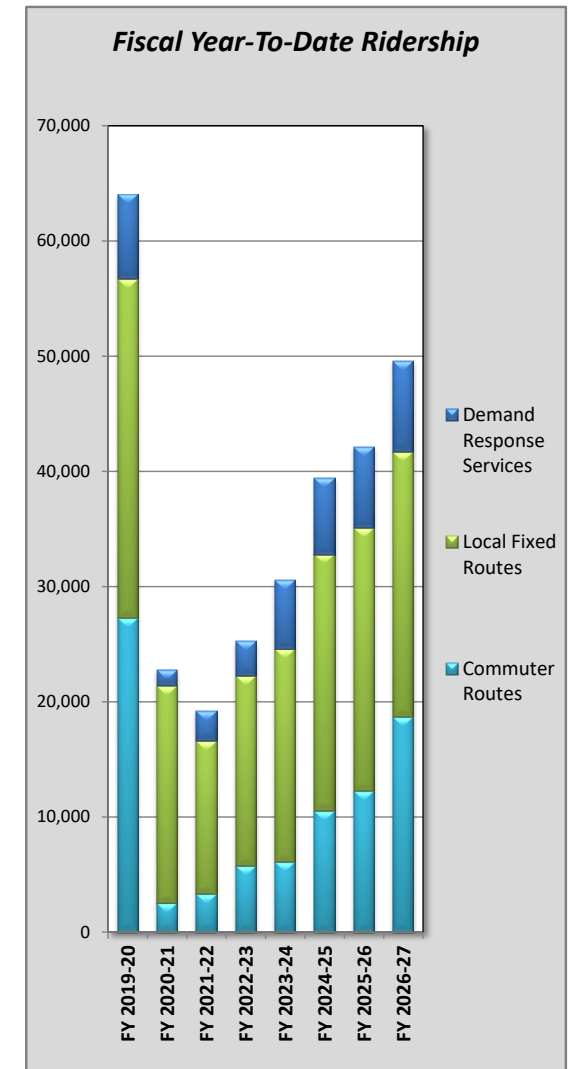


Demand Response Services	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Dial-a-Ride	3,208	1,019	1,116	1,445	2,198	2,041	2,062	2,153	4.4%
Sac-Med	53	26	44	34	69	89	120	114	-5.0%
ADA Paratransit	134	204	458	450	474	509	627	755	20.4%
M.O.R.E.*	3,919	190	1,025	1,145	1,359	1,517	1,452	1,218	-16.1%
My Ride	0	0	0	0	1,849	2,466	2,797	3,238	15.8%
EDT Go (Microtransit)	0	0	0	0	0	0	0	420	100%
Total Demand Response	7,314	1,439	2,643	3,074	5,949	6,622	7,058	7,898	11.9%

Local Fixed Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
20 - Placerville	7,638	3,172	2,011	2,626	2,752	2,998	3,637	2,873	-21.0%
25 - Saturday Express	895	603	551	0	0	725	842	910	8.1%
30 - Diamond Springs	4,375	1,905	1,394	1,860	2,136	2,653	2,265	2,337	3.2%
35 - Diamond Springs Saturday	271	144	162	0	0	236	301	0	-100.0%
40 - Cameron Park	2,604	2,148	1,542	2,019	2,093	2,339	2,325	2,407	3.5%
50x - 50 Express	6,707	6,937	5,598	6,833	8,545	10,203	10,385	10,873	4.7%
60 - Pollock Pines	6,960	3,926	2,026	3,120	3,006	3,116	3,070	3,625	18.1%
Total Local Fixed Routes	29,450	18,835	13,284	16,458	18,532	22,270	22,825	23,025	0.9%

Commuter Routes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Sacramento Commuter	27,030	2,480	2,392	3,809	4,305	8,496	10,660	16,885	58.4%
Reverse Commuter	224	22	9	37	50	65	78	160	105.1%
Sacramento/Tahoe Connector	0	0	892	1,908	1,716	1,961	1,530	1,624	6.1%
Total Commuter Routes	27,254	2,502	3,293	5,754	6,071	10,522	12,268	18,669	52.2%

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	% Year Change
Systemwide	64,018	22,776	19,220	25,286	30,552	39,414	42,151	49,592	17.7%
Passengers per Revenue Hour	14.4	8.5	6.8	8.4	7.6	9.6	9.8	10.6	8.5%



*Contracted Services - Ridership Determined by Client Enrollment

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Erik Bergren, Planning and Marketing Manager

SUBJECT: Vehicle Replacement Plan for Fiscal Years 2026/27 Through 2031/32

REQUESTED ACTION:

BY MOTION,

Approve Vehicle Replacement Plan for Fiscal Years 2026/27 through 2031/32

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) adopted the attached Vehicle Replacement Policy on August 7, 2014 based on Caltrans and Federal Transit Administration (FTA) guidelines. El Dorado Transit is required to utilize FTA guidelines for replacement vehicles purchased through FTA capital assistance grant programs. A copy of the Vehicle Replacement Policy is included for reference. This policy is critical for budget forecasting, vehicle inventory management and developing capital assistance grants.

DISCUSSION

The Replacement Plan for Fiscal Year (FY) 2026/27 through FY 2031/32 represents a plan for replacement of current fleet vehicles contingent upon available capital revenues and grant opportunities. The inclusion of Zero Emission Bus (ZEB) requirements will increase the estimated replacement costs for Local Fixed Route and Commuter buses. Zero emission cutaway buses and vans are still in development, and costs will be updated once available.

FISCAL IMPACT

The approximate replacement cost for anticipated vehicle purchases FY 2026/27 through FY 2031/32 is \$21,503,00 including a 3% annual cost escalator. Individual replacement projects are added to the CIP on an annual basis and brought before the Board for review and approval as needed.

PROPOSED VEHICLE REPLACEMENT PLAN
October 2026



Vehicle #	Vehicle Type	Vehicle Description	Vehicle Replacement Cost	Mileage as of 9/16/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30	FY 2030/31	FY 2031/32	FY 2032/33
Staff Vehicles											
0702	Dodge Dakota	Maint Vehicle	\$45,000	92,751							
M-7055	Ford Box Van	Maint Vehicle	\$50,000	33,254						X	
1608	Ford Cmax	5 psgr staff car	\$25,000	71,216						X	
1609	Ford Cmax	5 psgr staff car	\$25,000	74,838						X	
1610	Ford Cmax	5 psgr staff car	\$25,000	83,255						X	
1611	Ford Cmax	5 psgr staff car	\$25,000	75,635						X	
1707	Chevy Traverse	7 psgr staff car	\$35,000	33,952							X
2301	Dodge Ram Truck	Maint Vehicle	\$45,000	5,858							
2401	Toyota Corolla	5 psgr staff car	\$25,000	6,938							
2402	Dodge Durango	5 psgr staff car	\$35,000	7,194							
Demand Response Vans											
1501	Dodge Caravan	3 psgr minivan	\$95,000	245,513	X						
1502	Dodge Caravan	3 psgr minivan	\$95,000	184,443	X						
1503	Dodge Caravan	3 psgr minivan	\$95,000	133,408	X						
1504	Dodge Caravan	3 psgr minivan	\$95,000	148,754	X						
1907	Dodge Caravan	3 psgr minivan	\$95,000	163,014			X				
1908	Dodge Caravan	3 psgr minivan	\$95,000	189,099			X				
1909	Dodge Caravan	3 psgr minivan	\$95,000	185,020			X				
1910	Dodge Caravan	3 psgr minivan	\$95,000	83,008			X				
1911	Dodge Caravan	3 psgr minivan	\$95,000	98,847			X				
2201	Ford Transit Van	8 psgr van	\$95,000	19,793						X	
2501	Ford Transit Van	7 psgr van	\$100,000	5,262							
2502	Ford Transit Van	7 psgr van	\$100,000	5,138							
2503	Ford Transit Van	7 psgr van	\$100,000	2,875							
2504	Ford Transit Van	7 psgr van	\$100,000	5,070							
2601	Ford Transit Van	7 psgr van	\$100,000	209							
Demand Response Buses											
1601	Ford Cutaway	26 psgr bus	\$140,000	130,839		X					
1602	Ford Cutaway	26 psgr bus	\$140,000	164,181		X					
1603	Ford Cutaway	26 psgr bus	\$140,000	217,222		X					
1604	Ford Cutaway	26 psgr bus	\$140,000	140,877		X					
1605	Ford Cutaway	26 psgr bus	\$140,000	150,885		X					
1607	Ford Cutaway	26 psgr bus	\$140,000	109,100	X						
1901	Ford Cutaway	20 psgr bus	\$140,000	38,788						X	
1902	Ford Cutaway	20 psgr bus	\$140,000	42,747						X	
1903	Ford Cutaway	20 psgr bus	\$140,000	43,712						X	
1904	Ford Cutaway	20 psgr bus	\$140,000	36,532						X	
1905	Ford Cutaway	20 psgr bus	\$140,000	41,055						X	
1906	Ford Cutaway	26 psgr bus	\$140,000	32,125						X	
Motor Buses - Local Fixed Route											
0606	Blue Bird Xcel 37	37 psgr bus	\$900,000	257,781	X						
0607	Blue Bird Xcel 37	37 psgr bus	\$900,000	357,372		X					
1701	Gillig 35' Low Floor	31 psgr bus	\$900,000	382,649		X					
1702	Gillig 35' Low Floor	31 psgr bus	\$900,000	429,262		X					
1703	Gillig 35' Low Floor	31 psgr bus	\$900,000	228,342						X	
1704	Gillig 35' Low Floor	31 psgr bus	\$900,000	435,894		X					
1705	Gillig 35' Low Floor	31 psgr bus	\$900,000	445,778		X					
1706	Gillig 35' Low Floor	31 psgr bus	\$900,000	448,470		X					
2001	Gillig 35' Low Floor	31 psgr bus	\$900,000	310,576						X	
2002	Gillig 35' Low Floor	31 psgr bus	\$900,000	304,026						X	
2003	Gillig 35' Low Floor	31 psgr bus	\$900,000	294,671						X	
2004	Gillig 35' Low Floor	31 psgr bus	\$900,000	300,953						X	
Commuter Buses											
1001	MCI D4500	57 psgr bus	\$1,000,000	408,366		X					
1002	MCI D4500	57 psgr bus	\$1,000,000	438,170		X					
1003	MCI D4500	57 psgr bus	\$1,000,000	436,259		X					
1004	MCI D4500	57 psgr bus	\$1,000,000	390,040		X					
1005	MCI D4500	57 psgr bus	\$1,000,000	417,500		X					
1006	MCI D4500	57 psgr bus	\$1,000,000	488,015	X						
1007	MCI D4500	57 psgr bus	\$1,000,000	446,362	X						
1008	MCI D4500	57 psgr bus	\$1,000,000	433,206				X			
1009	MCI D4500	57 psgr bus	\$1,000,000	486,125				X			
1202	MCI D4500	57 psgr bus	\$1,000,000	342,671				X			
1401	MCI D4500	57 psgr bus	\$1,000,000	280,459						X	
1801	MCI D4500	57 psgr bus	\$1,000,000	323,052							
1802	MCI D4500	57 psgr bus	\$1,000,000	300,823							
1803	MCI D4500	57 psgr bus	\$1,000,000	225,730							
1804	MCI D4500	57 psgr bus	\$1,000,000	226,231							
1805	MCI D4500	57 psgr bus	\$1,000,000	235,747							

EL DORADO COUNTY TRANSIT AUTHORITY

Subject	Policy Number	Date Adopted
Vehicle Replacement Policy	B-3	Revised August 7, 2014 Initial February 6, 1997

VEHICLE REPLACEMENT POLICY

1.0 INTRODUCTION

Designation and disposition of vehicles past Useful Life are regulated by both the Federal Transit Administration (FTA) and the El Dorado County Transit Authority (El Dorado Transit) when either has contributed a portion to the cost of a vehicle. FTA Grant Management Guidelines C5010.1C contains federal rules for determining the eligibility and disposition of vehicles. Useful Life is defined by the FTA based on mileage or period of time federally purchased assets are expected to remain in public transportation service. Public transit vehicles past Useful Life are eligible for replacement under federal regulations.

1.01 Purpose

- (a) Update the El Dorado County Transit Authority (Board) policy of Useful Life standards; and
- (b) Develop local Useful Life standards that align with FTA Useful Life standards; and
- (c) Ensure mandatory compliance for asset/vehicle replacement with regard to capital assets purchased with federal funds.

2.00 Useful Life Policy

Adopt the following Federal Transit Administration (FTA) Rules for Useful Life Cycle (Source: www.fta.com Grant Management Guidelines C 5010.1C) as the Local Vehicle Replacement Policy.

Vehicle Replacement Policy for El Dorado County Transit Authority

Category	Length	Approx. GVW*	Seats	Average Cost	Years	Miles
Heavy-Duty Large Bus	35 to 48 ft	33,000 to 40,000	27 +	\$325,000 to over \$600,000	12	500,000
Heavy-Duty Small Bus	30 ft	26,000 to 33,000	26 to 35	\$200,000 to \$325,000	10	350,000
Med-Duty and Purpose-Built Bus	30 ft	16,000 to 26,000	22 to 30	\$75,000 to \$175,000	7	200,000
Light-Duty Small Bus	25 to 35 ft	10,000 to 16,000	16 to 25	\$50,000 to \$65,000	5	150,000
Light-Duty Small Bus, Cutaways and Modified Van	16 to 28 ft	6,000 to 14,000	10 to 22	\$30,000 to \$40,000	4	100,000

*Gross Vehicle Weight

2.01 Responsibilities

2.01.1 Board of Directors

The El Dorado County Transit Authority Board of Directors shall:

- (a) Adopt Useful Life policy that complies with the federally mandated Useful Life policy for disposition of capital assets acquired by or with contributions from federal funds; and
- (b) Adopt a local Useful Life policy that aligns with federal Useful Life policy; and
- (c) Adopt rules and procedures for disposing of federally-funded capital assets beyond their Useful Life (“surplus”) in an open public process that meets local, state and federal laws, rules and requirements.

2.01.2 Executive Director

The Executive Director or his/her designee is responsible for managing the Useful Life policy, as follows.

- (a) Plan for vehicle replacement to maintain active inventory and a back-up or spare ratio to support continuation of on-going delivery of public transportation; and
- (b) Submit appropriate vehicles that meet criteria of beyond Useful Life to Board for surplus designation; and
- (c) Exempt certain surplus vehicles from donation if necessary for ongoing maintenance to support active fleet vehicles; and

- (d) Develop procedures for submitting multiple year replacement plans for Board approval; and
- (e) Develop procedures for surplus vehicle disposition under Board policy; and
- (e) Execute and maintain documentation related to Useful Life vehicle maintenance; disposition; transfer, etc..

2.01.3 Employees

All employees should review and understand this Policy.

4.00 EFFECTIVE DATE

This Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, letters of intent, or positions of El Dorado Transit on this subject.

4.01 Board Resolutions

Resolution Number	Date Board Approved
Resolution No. 14-16	August 7, 2014



EL DORADO TRANSIT

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383
FAX (530) 622-BUSS
www.eldoradotransit.com

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 14-16

RESOLUTION OF THE BOARD OF DIRECTORS ADOPTING THE BOARD SURPLUS VEHICLE DONATION POLICY NUMBER G-4

WHEREAS; the El Dorado County Transit Authority provides public transportation with a combination of local, state and federal funding, and

WHEREAS; the El Dorado County Transit Authority wishes to provide government agencies and local non-profit organizations opportunities to accept accessible lift-equipped vehicles; and

WHEREAS; public transit vehicles that are beyond mandated useful life are considered surplus; and

WHEREAS; vehicles designated as surplus by the El Dorado County Transit Agency may be transferred to government agencies and legal nonprofit agencies; and

WHEREAS; the El Dorado County Transit Authority applies for federal funds to replace public transit service and support vehicles that are beyond their useful life; and

NOW THEREFORE BE IT RESOLVED, that the El Dorado County Transit Authority Board adopts Board Policy Surplus Vehicle Donation Policy Number G-4 incorporated herein.

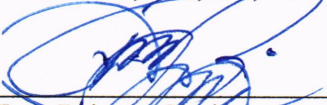
PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 7th day of August 2014 by the following vote:

AYES: **PB, TW, BV, RB**

NOES: 0

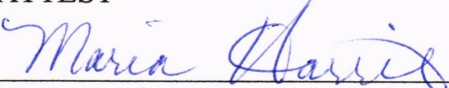
ABSTAIN: 0

ABSENT: **RM**



Ron Briggs, Chair

ATTEST



Maria Harris, Secretary to the Board

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Jenelle Sathre, Fiscal Manager

SUBJECT: California Employer's Retiree Benefit Trust Program
(CERBT) Funding for Other Post-Employment Benefits
(OPEB) Funding

REQUESTED ACTION:
BY MOTION,

1. Accept Actuarial Valuation of Other Post-Employee Benefit Program for fiscal year ending June 30, 2025
2. Authorize Executive Director to execute all documents necessary for continued participation

BACKGROUND

In July 2004, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pension*. GASB 45 mandates disclosure of Other Post-Employment Benefits (OPEB) liabilities for public employees. OPEB may include retiree benefits such as medical, dental, prescription drug, vision, and life insurance plans. GASB 45 establishes a standard for measuring and reporting the liability of retirement benefits other than pensions; however, it does not require funding the liability.

In June 2015, GASB issued Statement No. 75 replacing Statements No. 45 and 57. The basis point of GASB No. 75 expands the financial statement disclosures to ten (10) years and changed the measurement dates. Currently there are three (3) years of calculations available and will be reported by El Dorado Transit.

During Fiscal Year (FY) 2007/08 El Dorado Transit contracted with California Public Employers' Retirement System (CalPERS) to provide cost effective medical insurance for the unrepresented employee group. CalPERS contractually requires El Dorado Transit to contribute an amount towards the cost of retiree medical coverage as a condition of participating in the CalPERS medical plans. The monthly cost to the agency is currently at the lowest level possible at \$142.20 per eligible retiree. This contribution is based on a formula and increases a modest amount each year.

On August 5, 2010, the Board adopted Resolution No. 10-10 to pre-fund the Other Post-Employment Benefits (OPEB) future liability by placing assets in the CERBT program to allow for a manageable dollar amount to be budgeted each year for contributions to build reserves and earn interest to offset the cost of the program.

In March 2011, the CalPERS Board approved a change to the classes in which assets of the CERBT are invested in public market securities. The Executive Director approved the development of the actuarial valuation based on “Strategy 1” which is the class most similar to the strategy previously chosen by the Board and the class El Dorado Transit is currently participating in.

DISCUSSION

The El Dorado Transit continuing retiree health plan allows eligible retirees to enroll in the agency group medical plan through CalPERS at the time of their separation or at any subsequent open enrollment period. The plan includes only medical insurance coverage excluding other possible retiree benefits e.g., dental, vision, etc. Since the plan’s inception in 2007, six (6) eligible participants have elected coverage.

Actuarial valuations are used as a method of qualifying the changing conditions of an agency’s workforce that impact the annual cost of OPEB obligations and future potential liabilities. CalPERS requires an actuarial valuation every two (2) years under the CERBT pooling program.

El Dorado Transit contracted MacLeod Watts to complete an actuarial valuation of other post-employment benefits to capture and report the current and future potential liabilities of this benefit. This report provides statistics as of June 30, 2025, for the years ending June 30, 2026, June 30, 2027, and June 30, 2028.

The El Dorado County Transit Authority GASB 75 Actuarial Report Measured as of June 30, 2025, for Fiscal Year End June 30, 2026, Financial Reporting, represents the CERBT Trust is in a surplus position as of the June 30, 2025, valuation date.

As discussed in the Actuarial Report, El Dorado Transit is currently using the “Pay-As-You-Go” method for six (6) retirees currently enrolled. The total of those expenses for FY 2025/26 equaled \$10,114.20.

Staff is recommending the acceptance of the Report as presented and the continued “Pay-As-You-Go” methodology, covering current retirees, for fiscal years 2026/27 and 2027/28.

A copy of the CERBT Valuation Packet has been included to verify funding recommendations.

The full actuarial document is available upon request.

FISCAL IMPACT

The projected actuarial expense for FY 2024/25 of \$35,130 and FY 2025/26 of \$0.00 and FY 2026/2027 of \$0.00 totaling \$35,130 to capture all years.

Costs for FY 2024/25 and FY 2025/26 are included in the adopted budget. Costs for additional fiscal years are represented. Detailed funding information can be found on page 24 of the actuarial report.

CERBT Valuation Packet

The California Employers' Retiree Benefit Trust (CERBT) Fund is an Internal Revenue Code Section 115, multiple-employer OPEB trust fund and has a fiduciary responsibility for financial reporting in accordance to the Governmental Accounting Standards Statement No. 74. As such, we request all participating employers to submit a renewal OPEB Valuation or AMM Report at least every two years, along with this valuation packet consisting of the Certification of Funding Policy, the Summary of Actuarial Information, and the Certification of Actuarial Information. The information provided in the OPEB valuation or AMM report is essential to the accuracy of the administration and reporting of the CERBT Fund.

El Dorado County Transit Authority

Employer Name

06/30/2025

Valuation Date

Renewal Valuation Checklist

Please email a copy of your agency's final OPEB valuation or AMM report, along with this completed packet to CERBT4U@calpers.ca.gov. If you have any questions, contact us at CERBT4U@calpers.ca.gov.

- ☒ OPEB Valuation or AMM Report (Final version)
- ☒ Certification of Funding Policy (pages 2-3, completed and signed)
- ☒ Summary of Actuarial Information (pages 4-5, completed)
- ☒ Certification of Actuarial Information (page 6, completed and signed)

**CERBT Valuation Packet
Certification of Funding Policy (1 of 2)**

El Dorado County Transit Authority

Employer Name

06/30/2025

Valuation Date

CERBT Asset Allocation Strategy Selection

As the employer, I certify that my agency chooses the following CERBT asset allocation strategy:

CERBT Asset Allocation Strategy	Long-Term Expected Rate of Return	Expected Volatility (Standard Deviation)
☒ Strategy 1	6.4%	11.5%
☐ Strategy 2	6.1%	9.5%
☐ Strategy 3	5.8%	8.1%

Funding Method

As the employer, I certify that our OPEB funding method and intent for the period covered by our current OPEB valuation or AMM report is to contribute consistently an amount that is equal to:

- ☒ ADC funding method: 100 % of the Actuarially Determined Contribution (ADC) as determined in our OPEB valuation or AMM report.
- ☐ Other funding method: We will contribute to the trust using an approach not directly related to the ADC. Please describe in the comment section below.

If applicable, please provide ADC amounts and periods covered as determined in the report:

<u>First Fiscal Year-End :</u>	<u>06/30/2027</u> MM/DD/YYYY	<u>\$ 28,301</u> ADC Amount
--------------------------------	---------------------------------	--------------------------------

<u>Second Fiscal Year-End:</u>	<u>06/30/2028</u> MM/DD/YYYY	<u>\$ 30,134</u> ADC Amount
--------------------------------	---------------------------------	--------------------------------

Comments

The ADCs above were determined using a 6.30% discount rate.

CERBT Valuation Packet Certification of Funding Policy (2 of 2)

Contribution and Reimbursement Method

As the employer, I certify that we intend to make CERBT contributions and request eligible reimbursements in the following manner:

- ☐ Contribute full ADC payments to the trust and seek reimbursements for pay-go costs.
- ☒ Contribute ADC payments to the CERBT net of pay-go costs and not seek reimbursement (ADC minus pay-go = Trust Contribution).
- ☐ Other contribution and/or reimbursement method, e.g. initial/ ad hoc lump sum contribution. Please describe in the comment section below.

Comments

Employer Certification

As the employer, we understand that we must obtain an OPEB valuation or AMM report on at least a biennial basis.

We understand that we will be asked to provide accounting information to CalPERS as required to facilitate CalPERS compliance with Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Post-Employment Benefit Plans Other than Pension Plans (OPEB Standards) reporting requirements and we agree to make any information requested available to CalPERS on a timely basis.

We understand that CalPERS will provide us the Schedule of Changes in Fiduciary Net Position by Employer, which can be used to prepare our GASB OPEB Standards reporting. CalPERS will report information pertaining to GASB OPEB Standards for Agent OPEB Plans.

El Dorado County Transit Authority

Employer Name

06/30/2025

Valuation Date

Brian James

Name

Executive Director

Title

[Signature]

Signature

5/27/2026

Date

CERBT Valuation Packet
Summary of Actuarial Information (1 of 2)

El Dorado County Transit Authority

Employer Name

06/30/2025

Valuation Date

Actuarial Firm Contact Information

Michael J. Papendieck, EA, FCA, MAAA

MacLeod Watts, Inc.

Actuary/Contact Name

Actuarial Firm

mpapendieck@macleodwatts.com

(503) 419-0469

Email

Phone Number

Person Completing this Form

Adam Fisher

MacLeod Watts, Inc.

Contact Name

Organization

afisher@macleodwatts.com

(503) 419-0463

Email

Phone Number

If using a GASB 75 accounting valuation or AMM report, complete sections I, II, IV, and V. If using a funding valuation, complete sections I, III, IV, and V. If using a blended valuation, complete all sections, as applicable.

Section I: Actuarial Data

- | | |
|--|-----------------|
| 1. Valuation type (Accounting, Funding, or both) | Both |
| 2. Valuation frequency (Annual or Biennial) | Biennial |
| 3. Total Present Value of Future Benefits (PVFB) | \$ 1,029,217.00 |
| i. Date PVFB was calculated as of | 06/30/2025 |

Section II: GASB 75 Accounting Valuation or AMM (complete if using a GASB 75 accounting valuation or AMM)

- | | |
|--|----------------|
| 4. Measurement Date | 06/30/2025 |
| 5. Total OPEB Liability (TOL) | \$ 614,521.00 |
| 6. Fiduciary Net Position (FNP) at Measurement Date | \$ 934,927.00 |
| 7. Net OPEB Liability (TOL-FNP) | -\$ 320,406.00 |
| 8. This report provides financial reporting data for the following period: | |
| Fiscal Year-End for your GASB 75 reporting | 06/30/2026 |
| | MM/DD/YYYY |

CERBT Valuation Packet

Summary of Actuarial Information (2 of 2)

Section III: Funding Valuation (complete if using a funding valuation)

9. Actuarial Accrued Liability (AAL)	\$ 614,521.00
10. Actuarial Value of Assets (AVA)	\$ 934,927.00
11. Unfunded Actuarial Accrued Liability (AAL-AVA)	-\$ 320,406.00

Section IV: Demographic Data (as of valuation date)

12. Number of active plan members	28
13. Number of inactive plan members currently receiving benefit payments	6
14. Number of inactive plan members entitled to but not yet receiving benefit payments	0

Section V: Benefit Payment Data

	Year ending date of projected benefit payments (MM/DD/YYYY)	Projected employer paid retiree premium payments (Do not include implicit rate subsidy)	Projected implicit rate subsidy payments
Year 1	06/30/2026	\$ 11,189.00	\$ 13,954.00
Year 2	06/30/2027	\$ 12,876.00	\$ 26,616.00
Year 3	06/30/2028	\$ 14,658.00	\$ 31,205.00
Year 4	06/30/2029	\$ 16,264.00	\$ 41,437.00

Comments

Both plan funding (ADC) and accounting (GASB 75) liabilities were determined using a 6.30% discount rate. Regarding item 14, the number of unrepresented retirees eligible to but not currently receiving benefits was not determined.

CERBT Valuation Packet

Certification of Actuarial Information (1 of 1)

As Actuary of the plan, I certify that the Other Post-Employment Benefits (OPEB) actuarial valuation upon which the enclosed summary of actuarial information is based meets the following criteria:

- The valuation has been prepared and signed by a Fellow or Associate of the Society of Actuaries, or an Enrolled Actuary of the Joint Board for the Enrollment of Actuaries, and a Member of the American Academy of Actuaries.¹
- The valuation has been prepared in accordance with the Actuarial Standards of Practice.
- If the valuation is an accounting valuation, then it has been prepared in accordance with the requirements set forth in Governmental Accounting Standards Board (GASB) Statements related to OPEB reporting.
- If employer assets to pre-fund other post-employment benefits are invested in an irrevocable OPEB trust other than the CERBT, the liabilities associated with those assets are not included in the summary of actuarial information.

I further certify that the discount rate is consistent with the anticipated level of funding pursuant to the relevant sections in GASB and ASOP, and the employer's certification.

El Dorado County Transit Authority

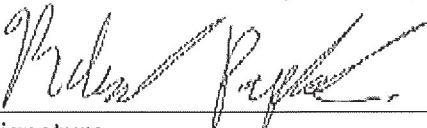
Employer Name

06/30/2025

Valuation Date

Michael J. Papendieck, EA, FCA, MAAA

Printed Name of Actuary and Designation


Signature

05/27/2026

Date

¹ In cases where the actuary performing the work does not meet these criteria, the valuation may be acceptable if the person has equivalent qualifications that are acceptable to the CalPERS Board. Please provide the qualifications of the actuary performing the valuation.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Ryan Robinson, Safety & Training Manager

SUBJECT: Updated Passenger Code of Conduct

REQUESTED ACTION:
BY MOTION,

Approve the updated Passenger Code of Conduct

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) maintains a Passenger Code of Conduct (Code) to establish rules and expectations for passengers using El Dorado Transit services and property and to support a safe, secure, respectful, and comfortable transit environment for passengers, employees, and the public.

The current Passenger Code of Conduct was adopted in September 2023. Staff conducted a comprehensive review of the existing Code and developed revisions to improve clarity, address operational and safety concerns, strengthen enforcement provisions, and better align the Code with current El Dorado Transit practices and applicable federal and state requirements.

DISCUSSION

The proposed revisions comprehensively update and clarify the Passenger Code of Conduct while maintaining El Dorado Transit's commitment to providing safe, accessible, respectful, and reliable public transportation.

Significant revisions include:

- Establishing and updating definitions for key terms, including carry-on items, Foldable Personal Shopping Carts/Baskets, major infractions, mobility aids and devices, Personal Care Attendants, service animals, strollers, weapons, and transit property;
- Clarifying passenger responsibilities for boarding, alighting, remaining seated when seating is available, standing, movement within the vehicle, and compliance with reasonable safety instructions;
- Updating service animal requirements, including permissible inquiries, control and placement requirements, and circumstances under which a service animal may be denied boarding or removed;

- Updating requirements for carry-on items, strollers, shopping carts, personal scooters, bicycles, and other personal property, including clarifying permitted and prohibited cart types and requirements for safe transportation;
- Clarifying the use of priority seating, wheelchair securement areas, vehicle lifts and ramps, and other accessibility equipment while preserving accommodations and reasonable modifications required under applicable disability-access laws;
- Updating food and beverage requirements, including requirements for securely covered non-alcoholic beverages and passenger responsibility for maintaining control of beverages;
- Clarifying requirements applicable to the South Lake Tahoe Connecting Route when different service-specific requirements apply;
- Clarifying public health, sanitation, safety, and passenger conduct requirements;
- Expanding and clarifying restrictions concerning firearms, knives, prohibited weapons, imitation or replica weapons, projectile-launching devices, explosives, and the threatening or unsafe use of otherwise lawful objects; and
- Strengthening enforcement procedures by defining Major Infractions, clarifying circumstances requiring immediate action, and updating warning, denial of service, removal, suspension, termination of riding privileges, and law-enforcement referral provisions.

The revised Code also clarifies that enforcement decisions involving disability-related circumstances must remain consistent with applicable disability-access requirements and that El Dorado Transit will provide reasonable modifications to policies, practices, and procedures when required by law.

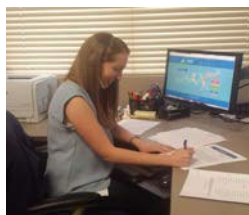
These revisions provide passengers and employees with clearer expectations, give staff more consistent guidance for addressing unsafe or disruptive conduct, strengthen protections for passengers and employees, and provide a more comprehensive framework for administering and enforcing the Passenger Code of Conduct.

Legal counsel reviewed the updated Passenger Code of Conduct in its entirety and confirmed that the proposed Code and revisions are legal and compliant with applicable requirements. Staff incorporated changes resulting from the review into the version presented for Board consideration.

A redline version showing the proposed changes is included with the agenda packet. Upon Board approval, the updated Passenger Code of Conduct will replace the Passenger Code of Conduct adopted in September 2023.



EL DORADO TRANSIT



Passenger Code of Conduct

Adopted: ~~September 7, 2023~~Draft

Prepared by: El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

I. Passenger Code of Conduct

The El Dorado County Transit Authority (El Dorado Transit) is committed to providing a safe, secure, and comfortable transit environment. The Passenger Code of Conduct (Code) establishes the rules passengers must follow when using El Dorado Transit services or property. Compliance with this Code and with lawful and reasonable directions of El Dorado Transit employees is a condition of using El Dorado Transit services.

This Code applies to all El Dorado Transit transportation services, except where a provision expressly applies only to a particular type of service.

South Lake Tahoe Connecting Route: Certain provisions of this Code may not apply to the South Lake Tahoe Connecting Route when different requirements apply to that service. Passengers using the South Lake Tahoe Connecting Route are subject to the applicable rules, requirements, and restrictions established for that service, including applicable Amtrak requirements. Where a specific South Lake Tahoe Connecting Route or Amtrak requirement differs from this Code, the requirement applicable to that service will govern.

Passengers who violate this Code may be denied boarding, required to correct the violation, required to exit a vehicle when safe to do so, suspended from service, or subject to other action authorized by this Code or applicable law.

Nothing in this Code limits transportation or accommodations required by the Americans with Disabilities Act (ADA) or other applicable federal or state law. Passengers should promptly report unsafe, threatening, or illegal conduct to El Dorado Transit personnel.

El Dorado Transit will make reasonable modifications to its policies, practices, and procedures when necessary to avoid discrimination on the basis of disability, as required by applicable law.

~~By establishing the Passenger Code of Conduct it sets forth expectations and guidelines for passengers to follow to ensure the safety and comfort of all passengers and El Dorado Transit staff. Behavior on transit property is governed by California Penal Code 640 and other statutes.~~

If a passenger notices offensive or illegal activity by another passenger, the person is highly encouraged to notify El Dorado Transit.

Our Core Values – S.E.R.V.E.

El Dorado Transit's commitment to providing safe, reliable, respectful, and high-quality public transportation is guided by our S.E.R.V.E. Core Values:

Safety First – Start Safe, Stay Safe
Empathy in Action – Serve with Heart
Responsibility with Integrity – Count on Me
Value in Every Mile – Proud to Serve
Ever Improving – Grow, Adapt, and Elevate

These Core Values guide how El Dorado Transit serves our passengers, supports our employees, and provides transportation to the communities we serve. The Passenger Code of

Conduct supports these values by establishing clear expectations that help maintain a safe, respectful, and reliable transit environment for everyone.

Definitions

For purposes of this Passenger Code of Conduct, the following definitions apply:

Carry-On Item: Personal property that a passenger can safely bring aboard and remove from the vehicle in one boarding without assistance and that complies with Section 4.2.

Foldable Personal Shopping Cart/Basket: A small, personal, upright shopping basket or cart designed to be pushed or pulled by hand and to fold or collapse for personal transportation and storage. The cart must have two primary wheels and may also have small auxiliary support or stabilizing wheels. Auxiliary wheels do not change the cart's classification as a permitted Foldable Personal Shopping Cart/Basket.

Major Infraction: A serious violation of this Code identified as a Major Infraction in Section II that may result in immediate denial or removal from service, suspension, termination of riding privileges, or other action authorized by this Code without a prior warning or opportunity to correct the violation.

Mobility Aid: Equipment used by an individual with a disability to assist with mobility, consistent with applicable federal disability-access requirements.

Mobility Device: A wheelchair or other device used by an individual with a disability for mobility, consistent with applicable federal disability-access requirements.

Personal Care Attendant (PCA): An individual who travels with a passenger with a disability to provide personal assistance related to the passenger's disability.

Service Animal: An animal individually trained to perform work or tasks related to an individual's disability. Animals whose sole function is emotional support, comfort, companionship, or therapy are not service animals.

Stroller: A device designed and used for the transportation of a child.

Weapon: Any firearm, dangerous weapon, prohibited projectile-launching device, explosive device, replica or imitation weapon prohibited by this Code, or other object designed, modified, displayed, carried, or used in a manner capable of causing or threatening bodily injury.

Transit Property: El Dorado Transit vehicles, facilities, passenger areas, bus stops, shelters, and other property owned, operated, used, or controlled by El Dorado Transit for the provision of transit service, to the extent applicable to the particular provision of this Code.

Passenger Rules and Requirements

1. Fare

All passengers must show a valid pass or pay a fare upon boarding. Failure to pay the appropriate fare or present a valid pass or willfully present an invalid pass or transfer is prohibited.

2. Destination Required / No Joy Riding

Passengers must use El Dorado Transit for transportation to a destination. Joy riding or continuously remaining aboard a vehicle without an apparent transportation purpose is prohibited.

On fixed-route service, a passenger may not remain aboard for a complete route loop and must exit at least one stop before returning to the stop where the passenger originally boarded. On paratransit, Dial-A-Ride, on-demand, or other demand-response services, passengers must use the service only for the origin and destination associated with the scheduled or accepted trip.

2.1 Scheduled and Demand-Response Trips

Passengers using ADA paratransit, Dial-A-Ride, on-demand, or other scheduled demand-response service must provide accurate trip information, be present and ready to board at the agreed pickup location during the communicated pickup window, and board when the vehicle is available for the trip.

Passengers who no longer intend to use a scheduled trip must cancel the trip in accordance with the applicable cancellation requirements. No-show, late-cancellation, and related service-suspension requirements for ADA complementary paratransit are governed by El Dorado Transit's applicable ADA paratransit policies and applicable federal requirements.

Passengers must not intentionally provide false trip information, knowingly reserve trips they do not intend to use, or otherwise misuse scheduled transportation service.

3. Service Animals and Pets

3.1. Service Animals

Individuals with disabilities may travel with service animals in accordance with applicable ADA, Department of Transportation (DOT), Federal Transit Administration (FTA), and California law. A service animal is an animal individually trained to perform work or tasks related to an individual's disability. Animals whose sole function is emotional support, comfort, companionship, or therapy are not service animals.

When it is not readily apparent that an animal is a service animal, El Dorado Transit personnel may ask only:

1. Are you a person with a disability? and
2. What is the disability-related task the animal has been trained to perform?

Passengers are not required to disclose their disability, provide medical or training documentation, show certification or identification, or have the animal wear a service-animal vest or other marking.

3.2. Control and Placement

Service animals must remain under the passenger's or handler's control at all times and must not block aisles, doorways, stairwells, emergency exits, wheelchair securement areas, vehicle controls, or other required paths of travel.

Service animals are not permitted on passenger seats. They must remain on the floor at or near the passenger's feet, on the passenger's lap when appropriate and safe, or otherwise under the passenger's control.

The passenger or handler is responsible for the supervision, care, behavior, and control of the service animal at all times.

3.3. Denial or Removal of a Service Animal

A service animal may be denied boarding or required to be removed when the animal:

- is out of control and the passenger or handler does not take effective action to control it;
- poses a direct threat to the health or safety of others; or
- engages in seriously disruptive behavior that materially interferes with transit service.

A determination shall be based on the animal's actual behavior and circumstances, not its breed, size, appearance, another person's fear, allergy, assumption, or stereotype. Occasional barking or ordinary animal behavior alone does not establish that an animal is out of control.

Removal of a service animal does not automatically prohibit the passenger from traveling. When reasonably possible and safe, the passenger shall be allowed to continue or obtain transportation without the excluded animal unless the passenger's own conduct independently warrants denial of service.

3.4. Service Animals in Training and Accessibility Equipment

Service animals in training shall be permitted when required by applicable California law.

A service animal may accompany an individual with a disability while using a vehicle lift, ramp, or other accessibility equipment. The passenger or handler remains responsible for controlling the animal during boarding, transportation, and alighting.

3.5. Pets and Other Animals

Emotional support animals, comfort animals, therapy animals, companion animals, and pets that do not qualify as service animals are not permitted aboard El Dorado

Transit vehicles.

During an evacuation covered by California Public Utilities Code Section 99166, El Dorado Transit shall permit pets as required by applicable law and may establish reasonable requirements concerning control, containment, placement, vehicle capacity, and safety.

~~Guide dogs, signal dogs and other service animals are permitted to accompany individuals with disabilities who board El Dorado Transit vehicles. If an operator is unsure the animal performs a service function, the operator may ask the following:~~

- ~~a. —Is the animal required because of a disability?~~
- ~~b. —What service has the animal been trained to provide?~~

~~However, if it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability, such as a dog observed guiding an individual who is blind or has low vision, no further inquiry is permitted. The animal must not interfere with other passengers and must be under constant supervision and control by the owner. Service animals are not permitted on seats or to block the aisleway in vehicles.~~

~~If a service animal is out of control and the passenger does not take effective action to control the behavior, the passenger will be asked to remove the animal from the vehicle.~~

~~If the misbehavior continues, the animal's boarding privileges may be revoked for an established period. Please refer to Section II: Suspension of Service for further details.~~

~~For safety reasons, it is recommended that service animals do not ride the passenger lift platform on vehicles where lifts are available. Their tails, paws, head, or equipment may catch in the lift mechanism.~~

~~3.1. — Pets~~

~~Animals such as comfort animals, emotional support animals, or pets that do not meet the definition of a service animal are not permitted on El Dorado Transit vehicles*.~~

~~**Exception (Public Utilities Code 99166): In the event of an Evacuation Order established by the Governor of California or Local Emergency Management Officials, pets may be permitted if space allows, pet is in full control of the passenger, and safety of passengers, operator or others is not jeopardized.*~~

~~*Pets means a cat or a dog as those terms are defined in section 1799.109 of the Health and Safety Code.*~~

4. Carry-Ons

4.1. Recyclables

Bags or containers of recyclable materials collected for recycling or redemption are prohibited aboard El Dorado Transit vehicles.

A passenger carrying prohibited recyclable materials may be denied boarding until the prohibited materials are removed. If the prohibited materials are brought aboard or discovered after boarding, the passenger must remove them from the vehicle and may be required to exit with them at a safe location. Bags of recyclable cans, bottles and other such items are prohibited.

4.2. Limits

Passengers must limit their carry-ons to only those items the passenger can safely carry on the vehicle in one boarding without any assistance from the operator or another passenger. Passengers must always have control over carry-on items. Carry-ons shall not block aisles or seats. Passengers may bring aboard only those personal items that the passenger can safely carry onto and off the vehicle in one boarding without assistance from the operator or another passenger.

Passengers may not make multiple trips on and off the vehicle to load or unload personal belongings.

All carry-on items must remain under the passenger's control and must be safely contained, positioned, and secured for the entire trip.

Carry-on items may not:

- block or protrude into an aisle, doorway, stepwell, emergency exit, or other path of travel;
- occupy or block a passenger seat;
- interfere with access to safety equipment;
- interfere with boarding or alighting;
- create a tripping, falling, rolling, shifting, or projectile hazard;
- interfere with the operator's ability to safely operate the vehicle;
- obstruct the operator's visibility or access to vehicle controls; or
- otherwise create an unsafe condition for passengers, employees, or the public.

Passengers are responsible for loading, unloading, controlling, and securing their personal belongings. El Dorado Transit employees are not responsible for lifting, carrying, loading, unloading, or otherwise handling passenger belongings except when assistance is required by applicable disability-access requirements.

Items that cannot be safely accommodated within the available passenger area, or that cannot remain safely controlled and secured throughout the trip, will not be permitted aboard.

Mobility aids and other items used by individuals with disabilities are subject to applicable ADA requirements and are not considered ordinary carry-on items solely because of their size or configuration.

4.3. Strollers

Strollers may be permitted aboard El Dorado Transit vehicles only when being used in connection with the transportation of a child.

The child must be removed from the stroller before boarding and may not remain in or be transported in the stroller while aboard the vehicle. The stroller must be folded and transported as a carry-on item in accordance with Section 4.2. The accompanying passenger responsible for the child must maintain control and supervision of the child, folded stroller, and belongings at all times.

Folded strollers must not block aisles, doorways, stepwells, emergency exits, passenger seats, wheelchair securement areas, or other paths of travel.

Strollers may not independently qualify for use of a vehicle lift or ramp. This does not restrict a passenger with a disability from requesting and using the lift or ramp while transporting an otherwise permitted stroller.

A stroller that cannot be folded, safely accommodated, or controlled in accordance with this Code may not be transported. ~~Passengers are encouraged to fold up strollers, if possible. However, it is not required. Children must not be transported in the stroller while in transport. Strollers may not be boarded using the lift and must be stored and secured and not block aisles at any time or block seats. Children and carriers must be under personal control at all times. If space is available within the wheelchair station, the stroller may be stowed in the areas as long as the passenger can hold the stroller and secure any belongings without impeding the aisle. Mobility devices at all times have priority in the wheelchair securement area.~~

4.4. ~~Utility Carts~~ Foldable Personal Shopping Carts and Walkers

The only shopping or utility cart permitted aboard an El Dorado Transit vehicle is a Foldable Personal Shopping Cart/Basket as defined by this Code.

Permitted carts, walkers, and their contents must remain securely held and under the passenger's control at all times and must comply with the applicable requirements of Section 4.2 and this Code. They must not block aisles, doorways, stepwells, emergency exits, passenger seats, or wheelchair securement areas. Walkers and approved shopping carts will not be secured using the vehicle's wheelchair securement system.

All other carts and wheeled devices intended primarily to transport property or cargo are prohibited, including full-size shopping carts, hand trucks, dollies, wagons, collapsible or folding utility wagons, folding utility carts, platform or flatbed carts, trailers, rolling cargo bins, and similar devices. Small auxiliary support or stabilizing wheels on an otherwise permitted Foldable Personal Shopping Cart/Basket do not make the cart prohibited. An item does not become permitted merely because it can be folded, collapsed, disassembled, or carried aboard.

Passengers transporting an approved Foldable Personal Shopping Cart/Basket may request and use the vehicle lift or ramp for boarding and alighting, subject to applicable equipment and safety requirements. The passenger must control and load or unload the

approved cart. Use of accessibility equipment by passengers with disabilities and mobility devices has priority.

Walkers and other mobility aids used by individuals with disabilities are not shopping carts and will be accommodated in accordance with applicable ADA requirements. Passengers are encouraged to fold up carts, when possible. Utility carts, walkers, and personal possessions must be stored and secured and cannot block aisles at any time or block seats. Only if available, carts can be stored in the wheelchair space as long as the passenger can hold on to their belongings. Mobility devices at all times have priority in the wheelchair securement area. The wheelchair lift may not be used for loading a utility cart. Large carts, such as shopping carts, are not allowed.

4.5. Personal Scooters

Personal scooters, including electric scooters used for recreational or personal transportation, may be permitted aboard El Dorado Transit vehicles when the scooter can be folded or collapsed and transported as a carry-on item. The scooter must be folded or collapsed before boarding and must remain folded or collapsed while aboard the vehicle. Gas-powered scooters are prohibited aboard all El Dorado Transit vehicles.

Personal scooters transported aboard the vehicle are considered carry-on items and are subject to all requirements of Section 4.2. The passenger is responsible for loading, unloading, controlling, and safely positioning the scooter. The scooter may not block or occupy a passenger seat; block or protrude into an aisle, doorway, stepwell, emergency exit, or other path of travel; interfere with boarding or alighting; or create a tripping, rolling, shifting, projectile, or other safety hazards.

One-wheel scooters and similar small personal scooters that do not fold or collapse may also be brought aboard when they can be safely carried, controlled, and accommodated as a carry-on item.

A scooter that cannot be folded or collapsed when required, cannot be safely carried or controlled by the passenger, or cannot be safely accommodated within the available passenger area may not be brought aboard.

4.6. Bicycles

Bicycles must be transported on the exterior bicycle rack on a first-come, first-served basis and must safely fit within the rack's capacity. Passengers are responsible for loading and unloading their bicycles. If the bicycle rack is full or the bicycle cannot be safely accommodated, the bicycle may not be brought aboard the vehicle, except as provided below.

Electric Bicycles: Electric bicycles must be weighed and approved by El Dorado Transit before being transported on a bicycle rack. Electric bicycles must weigh 55 pounds or less and display an El Dorado Transit approval sticker clearly visible to the Transit operator. If equipped with a removable battery, the battery must be removed before the bicycle is placed on the rack and transported aboard as a carry-on item in

accordance with Section 4.2.

Gas-powered bicycles are prohibited on El Dorado Transit vehicles and bicycle racks.

Last Loop of the Day Exception: When the bicycle rack is full, El Dorado Transit Dispatch may authorize a bicycle to be transported inside the vehicle on the last loop of the day. Dispatch approval is required before the bicycle is brought aboard. If approved, the bicycle must remain under the passenger's control, must not block aisles, doors, exits, or other paths of travel, and must be moved or removed if the space is needed by a passenger using a wheelchair or other mobility device. Bicycles must be stored on the bicycle rack on a first come, first served basis. The bicycles must be able to fit on the bike rack. Bicycles that do not fit the bicycle rack may not be loaded inside the vehicle. Non-folding bicycles may not be brought on board*. Folding bicycles may be brought on board the vehicle provided it is stored away safely and appropriately. Before being brought aboard, it remains under personal control at all times, and stored so as not to block aisles or seats at any time.

~~Electric bicycles can be transported after approval from El Dorado Transit. Approval is completed at El Dorado Transit offices. The electric bike will be weighed and if the bike meets the weight criteria of 55lbs or less, the bike will receive an approval sticker. Gas-powered bicycles may not be transported on all El Dorado Transit vehicles, due to the dangers of flammable liquids.~~

~~**Exception—the last vehicle of the day (provided space is available) may allow one to two (1-2) non-folding bicycles on board. Bicycle(s) must be stowed in the mobility device securement area. Passengers traveling in mobility devices have priority. If a passenger in a mobility device needs to board the vehicle after the bicycle(s) have been boarded, the bicycle(s) must vacate the space and disembark the vehicle.*~~

2.6—Life Support Equipment

~~Respirators, portable oxygen, or other non-emergency life support equipment in use may be brought on board as long as such items do not violate laws or rules related to transportation of hazardous materials. Equipment must be managed by the passenger or Personal Care Attendant (PCA).~~

5. Distractions

5.1. Operator Distractions

Passengers must not distract or interfere with the operator while the operator is driving or performing safety-related duties. Passengers must avoid actions that promote distractions to the operator. Passengers must remain behind the standee line.

5.2. Cell Phones

Cell phone ringers and conversations must~~shall~~ be kept at a volume level that does not disturb other passengers or the operator.

5.3. Electronic Devices:

Headphones must be used by passengers with all sound emitting electronic devices, or the sound feature must be turned off.

6. Boarding, Alighting, and Safe Riding

Passengers must board and alight only when and where it is safe and permitted by the operator or applicable service requirements. Passengers must not attempt to enter or exit a vehicle while it is moving, force or hold a vehicle door, interfere with the operation of a door, lift, or ramp, or enter an area of the vehicle not intended for passengers.

Passengers must not obstruct the operator's view, controls, mirrors, doors, aisles, or other equipment necessary for safe vehicle operation.

Passengers must remain seated while the vehicle is moving when a passenger seat is available. Standing is not permitted when seating is available. Passengers must not walk through the vehicle, change seats, or unnecessarily move about the passenger compartment while the vehicle is in motion, except due to a disability, medical condition, emergency, or when directed by El Dorado Transit personnel.

When standing is permitted because no seat is available, passengers must remain behind the standee line, use available handholds, and always maintain safe control. Passengers must comply with reasonable instructions concerning safe boarding, alighting, seating, standing, and movement within the vehicle.

6.1 Personal Care Attendants

A passenger may be required to travel with a Personal Care Attendant (PCA) as a condition of continued service when the passenger's actual conduct or circumstances create a safety concern or otherwise constitute conduct for which El Dorado Transit may lawfully refuse or discontinue service, and the presence of a PCA would effectively mitigate the conduct or safety concern.

A PCA will not be required solely because of a passenger's disability or because the passenger requires boarding, alighting, or other assistance that El Dorado Transit is required to provide under applicable disability law.

7. Consuming Food and Drinks

7.1 Eating

Eating is prohibited aboard El Dorado Transit Vehicles

7.2 Non-Alcoholic Beverages

Drinking non-alcoholic beverages is permitted provided the beverage is in a spill-proof or spill-resistant container. Non-alcoholic beverages may be permitted aboard El Dorado Transit vehicles only when contained in a spill-resistant container with a properly fitted and securely attached lid. Permitted containers include coffee cups, fountain drink cups, reusable cups or tumblers, water bottles, and similar beverage containers with secure lids. Open cups, cups without lids, or containers that present an unreasonable risk of spilling are prohibited.

Passengers must always maintain control of their beverage. A beverage that cannot be safely controlled or that presents a spill, safety, or sanitation risk must be disposed of or left behind before boarding. A passenger already aboard may be required to dispose of the beverage or exit the vehicle when safe to do so. Failure to comply with a reasonable direction concerning a beverage may result in denial of boarding or removal from the vehicle when safe to do so.

7.3 Alcoholic Beverage

Consuming any alcoholic beverage or possessing an open container of any alcoholic beverage is prohibited.

7.4 South Lake Tahoe Connecting Route Exception

The food and non-alcoholic beverage restrictions in Sections 7.1 and 7.2 do not apply to the South Lake Tahoe Connecting Route. Passengers on that service may consume food and non-alcoholic beverages, subject to applicable service-specific requirements and reasonable safety and sanitation requirements. Section 7.3 regarding alcoholic beverages remains applicable.

8. Vandalizing and Unauthorized Signage on Transit Property

8.1 Graffiti (Penal Code 640.5)

It is unlawful for any person to intentionally place graffiti upon any El Dorado Transit vehicle, bus shelter or bus stop. Passengers observed placing graffiti upon any El Dorado Transit vehicle, bus shelter or bus stop will be subject to criminal prosecution.

8.2 Defacing Property

Willfully tampering with, removing, displacing, injuring, or destroying any part of a facility or vehicle of a public transportation system is prohibited. (Penal Code 640(d)(5). Defacing, destroying or otherwise vandalizing transit property or any sign, notices or advertisements is prohibited. This includes posting or affixing leaflets or unauthorized signs to transit property. Passengers observed violating this provision will be subject to criminal prosecution.

9. Literature Distribution

Distribution or posting of literature is prohibited on vehicles, at bus shelters or bus stops.

10. Loitering

Loitering or congregating at a bus shelter or bus stop in any way is prohibited.

11. Selling or Peddling Any Goods, Merchandise, Property, or Services

Selling or peddling any goods, merchandise, property, or services to other passengers or transit employees for money or fare on the vehicle, at bus stops or within 25 feet of a bus stop is prohibited.

12. Priority Seating and Mobility Device Securement Areas

Priority seating and mobility-device securement areas are designated for seniors and passengers with disabilities. When these seats or areas are needed by a passenger with a disability, El Dorado Transit personnel will ask the appropriate passengers occupying them to make them available. Passengers are encouraged to comply with such requests.

12.1. Priority Seating

Priority seating is reserved for seniors and passengers with disabilities. Other passengers may use priority seats when they are not needed by a senior or passenger with a disability.

When designated priority seating is needed by a passenger with a disability, El Dorado Transit personnel will ask passengers who are neither seniors nor passengers with disabilities occupying those seats to make a seat available. Passengers are encouraged to comply with such requests.

12.2. Mobility Device Securement Areas

Mobility-device securement areas have priority for passengers using wheelchairs or other mobility devices. When a securement area is needed by a passenger with a disability, El Dorado Transit personnel will ask passengers occupying a fold-down or other movable seat within the securement area to make the area available. Passengers are encouraged to comply with such requests.

Strollers, shopping carts, bicycles, luggage, and other belongings must be moved when the securement area is needed. If all securement areas are occupied by other mobility-device users or the vehicle is at lawful capacity, the passenger may be required to use the next available service.

12.3. Mobility Device Securement and Lifts/Ramps

Wheelchairs and other mobility devices occupying a securement location must be secured using the vehicle's available securement system. A passenger who refuses required securement may be denied service. A passenger will not be denied service solely because the mobility device cannot be satisfactorily secured, and a passenger may choose, but will not be required, to transfer to a passenger seat.

On vehicles equipped with seat belts for all passengers, passengers remaining in mobility devices must wear the available seat belt. Refusal to wear a required seat belt will result in denial of service. On vehicles not equipped with seat belts for all passengers, seat-belt use by passengers remaining in mobility devices is optional but strongly recommended.

Vehicle lifts and ramps may be used by passengers with disabilities, passengers using wheelchairs, scooters, walkers, or other mobility aids, and passengers transporting an approved Foldable Personal Shopping Cart/Basket under Section 4.4. A passenger requesting lift or ramp use because of a disability is not required to disclose, demonstrate, document, or prove the disability.

Except when needed because of a passenger's disability, lifts and ramps may not be used solely to load strollers, prohibited carts, wagons, hand trucks, dollies, bicycles, trailers, luggage, cargo, groceries, or other personal property. Passengers with disabilities and mobility-device users have priority over passengers using the lift or ramp solely for an approved shopping cart under Section 4.4. Designated priority seating shall be given to seniors and persons with disabilities near the doors of the vehicle as posted. Other passengers in these seats will be asked to volunteer their seat if the need arises. Operators are not required to enforce compliance with a request to move passenger(s) from priority seating.

10.1 Mobility Device Securement

El Dorado Transit requires that passengers in mobility devices ride with their devices secured to the floor during transportation.

13. Public Health Standards, Dress, and Hygiene

Passengers, their clothing, belongings, and mobility devices must not create an unsafe or unsanitary condition, contaminate the vehicle or other persons, seriously disrupt transit service, or create a significant health or safety risk.

13.1. Unsanitary Conditions

Passengers may not board or remain aboard when urine, feces, vomit, blood, other bodily fluids, or other unsanitary material on the passenger, clothing, belongings, or mobility device is leaking, transferring, contaminating, or reasonably likely to contaminate the vehicle or other persons.

This includes visibly saturated clothing, uncontrolled urination, defecation, or vomiting, or any similar condition that creates a biological or safety hazard, prevents a passenger area from being safely used, or requires cleaning or decontamination of the vehicle.

A passenger meeting any of the conditions above may be denied boarding until the condition is corrected. If the condition occurs or becomes apparent after boarding, the passenger may be required to exit at a safe location.

A disability, medical condition, incontinence, ostomy, catheter, or similar condition is not itself grounds for denial when bodily fluids or other materials are effectively contained and no prohibited condition exists.

13.2. Body Odor and Physical Hygiene

Body odor or poor hygiene that is merely unpleasant or offensive is not grounds for denial of service.

A passenger may be denied boarding or required to exit only when the odor or hygiene condition is so severe that it seriously disrupts transit service, creates a significant health or safety risk, contaminates the vehicle, or results from an unsanitary condition prohibited by Section 13.1.

Service will not be denied solely because of homelessness, disability, medical condition, appearance, assumptions, or stereotypes.

13.3. Clothing

Passengers must wear clothing sufficient to cover the body and must wear footwear, except when a disability, medical condition, or applicable law requires otherwise.

Clothing, footwear, blankets, and other worn or carried items must not create an unsafe or unsanitary condition.

13.4. Public Health Emergency

Passengers must comply with lawful temporary health and safety requirements in effect during a declared public health emergency. All persons using El Dorado Transit services must comply with current public health standards while on the vehicle or at bus stops. Passengers are expected to maintain personal hygiene and refrain from any behaviors or actions that may be reasonably offensive, cause discomfort, or inconvenience to others.

11.1 Unsanitary Conditions:

A passenger must not willfully create unsanitary conditions through presence of blood, urine, feces, vomit, or other bodily fluids.

11.2 Body Odor or Physical Hygiene

A passenger may not be permitted on a vehicle if the person's body odor or physical hygiene disturbs the reasonable comfort of other passengers. The passenger will be given notice and an opportunity to correct the odor or hygiene problem prior to discontinuing riding privileges, unless in the judgment of El Dorado Transit staff, the person places existing passengers in extreme discomfort or is considered a health risk to others.

11.3 Clothing

Passengers must be fully clothed, including footwear.

As a courtesy, passengers are asked to respect those sensitive to fragrances by avoiding wearing scents.

11.4 Public Health Emergency

In the event of a Public Health Emergency, El Dorado Transit will follow local and state guidance.

14. Seat Belts

On vehicles equipped with seat belts for all passengers, seat belt use is required. Passengers who refuse to wear a required seat belt may be denied service. See Section 12.3 for seat belt requirements for passengers using mobility devices. If the vehicle is equipped, seat belts are required to be worn at all times while riding.

15. Smoking and Vaping

Smoking or vaping -within twenty (20) feet of transit vehicles and/or bus stops is prohibited.

16. Respectful Conduct & Community Standards~~Social Behavior~~

Passengers must conduct themselves in a manner that does not threaten safety, seriously disrupt service, interfere with transit operations, or violate this Code or applicable law. Violent, seriously disruptive, or illegal conduct, or conduct that presents a direct threat to the health or safety of others, may result in denial or removal from service.

Service will not be denied solely because a disability results in an appearance or involuntary behavior that merely offends, annoys, or inconveniences another passenger. Passengers are expected to exhibit appropriate social behavior while on-board the vehicle, at bus stop locations, on the phone or in person with El Dorado Transit personnel. Inappropriate social behavior includes, but is not limited to, the following:

Prohibited conduct includes:

16.1. Engaging in sexual conduct or sexual harassment, including, but not limited to, obscene or lewd acts, sexual touching, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the effect of creating an intimidating, hostile, or offensive atmosphere.

16.2. Federal law prohibits discrimination on the basis of protected characteristics. Passengers may not discriminate against, threaten, intimidate, harass, direct slurs at, or engage in abusive or aggressive conduct toward another person based on an actual or perceived characteristic protected by applicable federal or state law. Discriminatory conduct is prohibited and may result in enforcement under this Code. Federal laws prohibit discrimination based on a person's national origin, race, color, religion, disability, sex, gender identity, and/or familial status. Engaging in discriminatory behavior such as slurs or aggressive behavior, will not be tolerated.

16.3. Engaging in disorderly conduct as the result of being under the influence of any drug, controlled substance, or intoxicating liquor.

16.4. Fighting, or intentionally causing a loud disturbing noise, ~~or using offensive words that are inherently likely to provoke an immediate violent reaction.~~

16.5. Disrupting or interfering with the normal operations of El Dorado Transit or disturbing transit staff, volunteers, or customers, including, but not limited to creating unreasonable noise, or engaging in loud or boisterous physical behavior or talking.

16.6. ~~Willfully~~ Passengers may not willfully block the free movement of another person or place objects in a manner that blocks aisles, doors, stairways, seats, or other paths of travel on Transit Property. ~~blocking the free movement of another person in or on El Dorado Transit property, including placing objects that block aisles, stairways seats~~

16.7. Interfering with the provision of transportation services (i.e., failure to properly board or alight, blocking progress of a transit vehicle, disturbing the operator).

16.8. Throwing objects at El Dorado Transit property or at persons in or on transit property.

16.9. Disobeying the reasonable direction of El Dorado Transit employees.

16.10. Repeatedly annoying a person for inappropriate purposes

16.11. Sleeping on El Dorado Transit property is prohibited where prohibited by applicable law or when it interferes with the safe or orderly use or operation of El Dorado Transit services or property. ~~Sleeping on El Dorado Transit premises after being requested not to do so.~~

16.12. Threatening, intimidating, harassing, assaulting, or attempting to assault an El Dorado Transit employee, passenger, volunteer, contractor, or other person is prohibited. This includes verbal threats, gestures, actions, or conduct that would cause a reasonable person to fear bodily injury.

16.13. Passengers may not intentionally interfere with, obstruct, touch, grab, strike, spit upon, throw an object at, or otherwise physically interfere with an operator while the operator is performing their duties or operating an El Dorado Transit vehicle.

16.14. Passengers must comply with reasonable instructions provided by El Dorado Transit employees concerning safety, boarding, alighting, seating, carry-on items, vehicle capacity, prohibited conduct, and the safe operation of transit service. Refusal to comply may result in denial of boarding, removal from the vehicle when it is safe to do so, suspension of riding privileges, or other action permitted by this Code or applicable law.

16.15. Passengers may not spit or expectorate upon a vehicle, Transit Property, employee, passenger, or other person.

16.16. Passengers may not litter, leave trash or discarded property aboard a vehicle or on Transit Property, or intentionally create an unsanitary condition.

16.17. Passengers may not wear or use a mask, neck gaiter, balaclava, ski mask, costume mask, full-face helmet, or other covering that conceals or substantially obscures the face while boarding, riding, or on Transit Property.

This rule does not apply when the face covering is worn because of a disability, medical or health reason, or as part of a sincerely held religious belief or practice.

Hats, beanies, caps, hoods, and other ordinary headwear are permitted unless worn in a manner that conceals or substantially obscures the face.

A passenger who violates this rule must uncover their face before boarding or continuing the trip. Failure to comply may result in denial of boarding or removal from the vehicle when safe to do so.

16.18. Passengers accompanying a child or another person requiring their supervision must maintain reasonable control and supervision of that person while using El Dorado Transit service. Children and other persons under a passenger's supervision must not interfere with safe vehicle operation, block aisles or doors, or create an unsafe condition.

17. Emergency Situations

During an emergency, accident, evacuation, mechanical failure, fire, severe weather event, security incident, or other unsafe condition, passengers must remain calm and follow the instructions of the operator, El Dorado Transit personnel, law enforcement, or emergency responders.

Passengers must remain aboard the vehicle unless directed to exit or remaining aboard presents an immediate danger. If evacuation is required, passengers must use the exit or evacuation route directed by El Dorado Transit personnel or emergency responders and move to the designated safe location.

Passengers must not block, tamper with, or improperly use emergency exits or emergency equipment. Passengers must promptly report a fire, medical emergency, immediate threat, suspicious item, or other emergency condition to the operator or appropriate emergency personnel when safe to do so. Call 911 for an immediate emergency when it is safe to do so.

18. Unaccompanied Children

El Dorado Transit recommends that children 11 years of age and under be accompanied by an adult or responsible youth age 12 or older. This recommendation does not prohibit an otherwise eligible child from riding alone.

A passenger accompanying a child or other person requiring supervision is responsible for maintaining reasonable control and supervision of that person while using El Dorado Transit service. Children must not interfere with safe vehicle operation, block aisles or doors, or create an unsafe condition. Passengers should have the maturity to be able to react to unexpected situations that may arise in any transportation system, such as delays, cancellations, or other service disruptions. For this reason, El Dorado Transit recommends that children 11 years of age and under be accompanied by an adult or a responsible youth (at least 12 yearsold) when riding El Dorado Transit.

If it is necessary for children to travel alone, the following is strongly suggested:

- Children should carry identification showing their name, address, home phone number, and the name and phone number of a responsible adult to contact if necessary.
- Parents and/or guardians should review the details of the trip with their child prior to travel, including the route the person will be riding and the stop where the person will disembark. For young children, this information should be given to the child in writing.

19. **Hazardous Materials and Medical Equipment**

Passengers may not bring aboard El Dorado Transit vehicles hazardous, flammable, explosive, corrosive, poisonous, radioactive, or other dangerous materials that are prohibited by law or present a safety risk. Prohibited items include, but are not limited to, gasoline and other fuels, propane cylinders, explosives, fireworks, flammable liquids, dangerous chemicals, corrosive materials, poisons, radioactive materials, and wet or non-sealed batteries containing liquid acid or corrosive electrolyte, including automobile, motorcycle, marine, and similar lead-acid batteries.

Ordinary personal-use items that are lawfully transported and safely contained, including medications, personal-care products, permitted battery-powered devices, and sealed batteries, are allowed subject to this Code and applicable law. Batteries that are part of or required for a wheelchair, mobility device, or other disability-related equipment shall be accommodated in accordance with applicable ADA and DOT requirements.

Medical Equipment: Passengers with disabilities may travel with respirators, portable medical oxygen supplies, oxygen cylinders or tanks, portable oxygen concentrators, and other necessary medical equipment as permitted by applicable ADA and DOT requirements. Compressed medical oxygen cylinders must be safely contained and transported in accordance with applicable DOT hazardous-material requirements. Medical equipment must remain under the control of the passenger or Personal Care Attendant and must not block aisles, doors, emergency exits, or other paths of travel.

Any prohibited hazardous material, or any battery, cylinder, container, or other item that is leaking, damaged, improperly contained, or presents an immediate safety risk, will not be permitted aboard. Carrying the following items onto El Dorado Transit vehicles is prohibited:

- ~~Explosives, ammunition, dynamite, fireworks~~
- ~~Gases such as propane, oxygen, helium flammable gasoline fuel, acetone~~
- ~~Flammable solid matches, fuses~~
- ~~Oxidizers, ammonium nitrate, hydrogen peroxide~~
- ~~Poisons, pesticides, arsenic~~
- ~~Radioactive uranium, plutonium~~
- ~~Corrosives—hydrochloric acid, battery acid~~
- ~~Miscellaneous hazardous materials—formaldehyde, asbestos, non-ORM-D (other regulated material), hair spray~~
~~Charcoal, non-combustible liquids, fuel oils and lighter fluid~~

20. Weapons, Firearms, and Dangerous Instruments

20.1. Prohibited Weapons and Weapon-Like Devices

Passengers shall comply with all applicable federal, state, and local laws concerning weapons, firearms, ammunition, explosives, and dangerous instruments.

Except when possession or transportation is expressly authorized or protected by applicable law, passengers may not possess, carry, transport, display, brandish, or use a prohibited weapon or an item that reasonably appears to be a weapon aboard an El Dorado Transit vehicle or on El Dorado Transit property.

Prohibited items include, but are not limited to:

- firearms, including handguns, pistols, revolvers, rifles, and shotguns;
- loaded or unloaded firearms, except where possession or transportation is expressly authorized or protected by applicable law;
- imitation, replica, realistic-looking, or toy firearms;
- BB guns, pellet guns, air guns, air rifles, CO2-powered guns, and spring-powered guns;
- airsoft guns;
- paintball guns and marker guns;
- gel blasters, gel-ball guns, Orbeezy-style blasters, and similar projectile-launching devices that resemble or function as weapons;
- starter pistols and similar devices that reasonably appear to be firearms;
- replica or imitation explosive devices or grenades;
- unauthorized tear-gas weapons;
- knives and other bladed weapons or instruments when prohibited by applicable federal, state, or local law;
- any knife with a blade in excess of four (4) inches where the blade is fixed or capable of being fixed in an unguarded position, except where possession or transportation is expressly authorized or protected by applicable law;
- switchblades, automatic-opening knives, gravity knives, daggers, dirks, and other knives or bladed weapons or instruments when their possession, carrying, or transportation is prohibited by applicable law;
- concealed knives, daggers, dirks, or other bladed weapons or instruments when carried in a manner prohibited by applicable law;
- undetectable knives, firearms, or other undetectable weapons;
- explosives and explosive devices; and
- any other object designed, modified, carried, displayed, or used as a weapon in a manner that presents a threat to passengers, employees, contractors, volunteers, or the public.

A prohibited item does not become permissible because it is unloaded, inoperable, a toy, replica, imitation, brightly colored, equipped with an orange tip, stored or concealed in a bag or container, or otherwise represented as incapable of causing injury, unless its possession or transportation is expressly authorized or protected by applicable law.

20.2. Threatening, Intimidating, or Unsafe Use

Regardless of whether possession of a firearm, knife, weapon, or other object may otherwise be lawful, passengers may not display, brandish, point, discharge, threaten to use, or use any weapon or object in a manner that jeopardizes safety, interferes with transit operations, intimidates another person, causes a reasonable fear of bodily injury, or threatens passengers, employees, contractors, volunteers, or the public.

Passengers may not use or threaten to use any object as a weapon, regardless of

whether the object was originally designed as a weapon.

Violation of this section may result in immediate denial of boarding or removal when safe to do so, suspension or termination of riding privileges, and referral to law enforcement.

20.3. Exceptions Required by Law

Nothing in this section prohibits possession or transportation by peace officers or other persons whose possession or transportation of an otherwise prohibited item is expressly authorized or protected by applicable federal or state law.

II. Suspension of Service

El Dorado Transit understands passengers rely on our transit services for transportation throughout the community. However, violation of this Passenger Code of Conduct may result in a warning, denial of boarding, removal from a vehicle or transit property when safe to do so, suspension of riding privileges, termination of service, or referral to law enforcement, depending on the nature, severity, and frequency of the violation.

Passengers may be provided an opportunity to correct Code violations as determined by Transit. Transit reserves the right to enforce this Code and determine the consequences of any violation at Transit's sole discretion, subject to applicable law. passengers must behave appropriately and respectfully when aboard a transit vehicle and on transit facility property. El Dorado Transit Staff may issue verbal warnings to any passenger, reminding them of the expected behavior and requesting compliance before an unacceptable behavior is elevated to revoking transportation privileges.

Suspension of privileges to use any El Dorado Transit facilities or services may be enforced by law enforcement in the event an individual is unwilling or unable to comply with these El Dorado Transit service policies and El Dorado Staff requirements. If a suspended passenger is asked to leave any El Dorado Transit facility or vehicle and refuses or insists on trying to board a vehicle after being refused service, may be subject to citation or arrest and possible prosecution. Suspension will increase in severity with repeated violations and serious misconduct.

Some behaviors may constitute MAJOR INFRACTION and may increase suspension level up to the termination of privileges.

MAJOR INFRACTION behaviors may include, but are not limited to, the following:

- Threats or causing fear of physical assault or verbal abuse.
- Unlawful harassment, including unwelcome verbal or physical behavior having sexual or racial connotations.
- Damaging transit property.
- Violence of any kind.
- Possessing, displaying, brandishing, using, or threatening another person with a weapon or prohibited weapon-like device in violation of this Code.
- Knowingly bringing aboard or possessing an explosive device, replica explosive device, firearm, imitation firearm, BB gun, pellet gun, airsoft gun, gel blaster, or other prohibited weapon in violation of this Code.

- Assaulting, attempting to assault, threatening, intimidating, or intentionally interfering with an El Dorado Transit employee while the employee is performing their duties.
- Assaulting, attempting to assault, threatening, or intentionally causing another passenger or person to reasonably fear immediate bodily injury.

MAJOR INFRACTION behaviors may include, but are not limited to, the following:

- Threats or causing fear of physical assault or verbal abuse.
- Unlawful harassment, including unwelcome verbal or physical behavior having sexual or racial connotations.
- Damaging transit property.
- Violence of any kind.

Serious criminal or dangerous conduct involving violence, credible threats of bodily injury, prohibited weapons, significant property damage, or another immediate safety or security threat may result in law-enforcement referral and suspension or termination of riding privileges as authorized by this Code and applicable law. In extreme cases where the law has been violated, such as assault, vandalism or other criminal acts, a passenger may face legal charges and potential penalties as determined by the local authorities and/or may have their riding privileges terminated permanently by El Dorado Transit.

El Dorado Transit is not required to provide a verbal warning or an opportunity to correct conduct before taking immediate action when the person's actual conduct and circumstances present an immediate threat to the safety of passengers, employees, or the public. Serious safety violations and Major Infractions may result in immediate denial of service, removal from service when it is safe to do so, law-enforcement notification, suspension, or termination of riding privileges as authorized by this Code and applicable law.

Suspensions based solely on ADA complementary paratransit no-shows or late cancellations are governed by El Dorado Transit's applicable ADA paratransit no-show policy and federal requirements and are not subject to the progressive suspension levels in Sections 1.1 through 1.5 below.

1. Suspension Enforcement

1.1. Suspension Level 1

Except when immediate action is warranted because of a Major Infraction, serious safety violation, violence or threatened violence, direct threat, prohibited weapon, or other conduct requiring immediate action to protect passengers, employees, or the public, a passenger who violates this Code may be provided an opportunity to correct the violation.

Failure to comply after being directed by El Dorado Transit staff to correct the behavior may result in immediate denial of service. This type of infraction will typically result in suspension for the remainder of the day and will constitute the first violation of this Code.

An opportunity to correct the violation is not required when the conduct constitutes a Major Infraction, presents an immediate safety or security threat based on the person's actual conduct and circumstances, involves violence or threatened violence, involves a

prohibited weapon or weapon-like device, or otherwise requires immediate intervention to protect passengers, employees, or the public. Any person who is observed violating and/or refusing to comply with these El Dorado Transit Service Policies will be provided an opportunity to correct and modify their behavior. Failure to comply after asking for compliance by El Dorado Transit staff to cooperate may result in immediate denial of service. This type of infraction typically will result in suspension for the remainder of the day.

This will constitute the first violation of El Dorado Transit policies.

1.2. Suspension Level 2

A second violation of this Code may result in suspension of riding privileges for up to seven (7) calendar days. Any person who is observed a second time, violating and/or refusing to comply with El Dorado Transit Policies may be subject to suspension of service privileges for a period not to exceed seven (7) calendar days.

1.3. Suspension Level 3

A third violation of this Code, or a first Major Infraction, may result in suspension of riding privileges for not less than seven (7) and not more than thirty (30) calendar days. Any person who is observed a third time or 1st MAJOR INFRACTION of violating and/or refusing to comply with El Dorado Transit Policies may be subjected to a suspension of service privileges for a period of no less than seven (7) days and no more than thirty (30) days.

1.4. Suspension Level 4

A fourth violation of this Code, or a second Major Infraction, may result in suspension of riding privileges for not less than one hundred eighty (180) calendar days and not more than one (1) year. Any person who is observed a fourth time or 2nd MAJOR INFRACTION of violating and/or refusing to comply with El Dorado Transit policies may be subjected to a suspension of service privileges for a period of no less than 180 calendar days and no more than one (1) year.

1.5. Termination of Transit Services

Riding privileges may be permanently terminated for serious criminal or dangerous conduct involving violence, credible threats of bodily injury, prohibited weapons, significant property damage, or another immediate safety or security threat, or for repeated serious violations after prior suspensions.

Nothing in the progressive suspension process prevents El Dorado Transit from immediately denying service, contacting law enforcement, imposing a higher suspension level, or terminating riding privileges when warranted by the severity of the person's actual conduct and circumstances and authorized by applicable law. Any person engaging in criminal or dangerous behavior on transit vehicles or at El Dorado Transit facilities may have their services permanently terminated without the suspension enforcement process.

Termination of transit services may also be a result based on repetitive disruptive behavior after multiple suspensions.

1.6 Suspension of Animal

An animal that violates Section 3 of this Code may be denied boarding or required to be removed. Repeated or serious violations may result in suspension or termination of that animal's transportation privileges, using the suspension ranges in Sections 1.1 through 1.5 as guidance when appropriate.

Any restriction involving a service animal must be based on the animal's actual behavior and circumstances and must comply with applicable law.

Suspension or termination of a service animal's transportation privileges does not automatically suspend or terminate the passenger's riding privileges. When reasonably possible and safe, the passenger may continue or obtain transportation without the excluded animal unless the passenger's own conduct independently warrants denial, suspension, or termination under this Code. In the event the animal accompanying the passenger misbehaves, there is an appropriate process to follow.

The first occurrence will result in the animal being removed immediately from the vehicle and transit privileges suspended for the remainder of the day.

A second occurrence may result in a suspension of up to seven (7) calendar days,

A third occurrence, the Operations Manager or Safety Program Manager, at their discretion, may issue a suspension of service greater than seven (7) calendar days.

Passengers will be notified of the right to appeal against the decision as per the appeal process described in Section 4.

III. Notification of Suspension and Termination

For any suspension extending beyond the remainder of the day or any termination of riding privileges, El Dorado Transit will provide written notice when the passenger can reasonably be identified and contacted. The notice will identify the action taken, the reason for the action, the effective date and duration, if applicable, and the passenger's right to appeal. Notice will be provided in an accessible format when required by applicable law.

When a passenger's identity or contact information is unknown or unavailable, El Dorado Transit may be unable to provide written notice. El Dorado Transit Staff will make every attempt possible to notify a passenger of a suspension or termination of privileges in writing. Given the nature of public transit, and the anonymity of passengers, it can present a challenge in some circumstances when notifying passengers of their status.

IV. Appeal of Suspension and Termination of Services

A passenger may appeal a suspension or termination of riding privileges. Reasonable assistance or an alternative accessible method of submitting an appeal will be provided when required by applicable disability law. Appeals will be considered in the following order: All persons have a right to appeal against the suspension or termination of their riding privileges. The authority to

administer these actions is at the discretion of the Operations Manager or the Safety Program Manager. The process of appealing is in the following order:

Submitting an Appeal

A written appeal may be submitted by mail, personal delivery, or email to El Dorado Transit. The appeal must identify the passenger, the suspension or termination being appealed, and the person or body whom the appeal is being directed to.

1. Appeal to the Operations Manager or ~~Safety & Training Manager~~~~Safety Program Manager~~

A passenger may appeal a suspension or termination by submitting a written appeal to the Operations Manager or Safety & Training Manager within ten (10) calendar days of the date of the suspension or termination notice.

The appeal should state the reason the passenger believes the decision should be reconsidered and may include additional information supporting the appeal.

The Operations Manager or Safety & Training Manager will review the appeal and may uphold, reduce, modify, or reverse the suspension or termination. A written decision will be provided, when reasonably possible, within fourteen (14) calendar days after the appeal is received.~~An appeal of a suspension or termination of privileges must be submitted in writing to the Operation's Manager or the Safety Program Manager within ten (10) days of the date of suspension notification.~~

~~Appeals should present information supporting a reconsideration of the decision leading to the action and identify other parties and/or information that would support the individual's case. Based on the review of the appeal, and any added information submitted, the Executive Director may reverse or reduce the original suspension. The Operations Manager the Safety Program Manager will respond, if possible, in writing within fourteen (14) days from the date the appeal was received.~~

2. Appeal to the Executive Director

A passenger who wishes to appeal the decision of the Operations Manager or Safety & Training Manager may submit a written appeal to the Executive Director within ten (10) calendar days of the date of the first-level appeal decision.

The Executive Director will review the appeal and may uphold, reduce, modify, or reverse the suspension or termination. The Executive Director's decision will be provided in writing.~~If the person wishes to appeal the Operations Manager's or Safety Program Manager's decision, the person may appeal to the Executive Director. The appeal must be submitted in writing to the El Dorado Transit office within ten (10) days of the notification of the Operations Manager's decision.~~

3. Appeal to the El Dorado Transit Board of Directors

A passenger who wishes to appeal the Executive Director's decision may submit a written appeal to the Board of Directors within ten (10) calendar days of the date of the Executive Director's decision.

The appeal will be considered at the next regularly scheduled Board meeting at which the matter may lawfully and reasonably be heard. The Board may uphold, reduce, modify, or reverse the suspension or termination. The Board's decision will be provided to the passenger in writing and will be final.~~If a person wishes to appeal the decision of the Executive Director, the appeal must be in writing and submitted to the Board of Directors within ten (10) days of the Executive Director's decision and will be heard next regularly scheduled meeting. Their decision will be provided to the individual in writing with the reasons for the decision within thirty (30) calendar days of such a hearing. The Board's decision shall be final.~~

AGENDA ITEM 1 G
Consent Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Purchase Order for Workers' Compensation Annual Audit Adjustment

REQUESTED ACTION:

BY MOTION,

Approve Purchase Order No. 32179 for Special District Risk Management Authority in the amount of \$29,565.17 for the Fiscal Year 2025/26 workers' compensation annual audit adjustment.

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

The following Purchase Order (PO) is for an additional workers' compensation contribution due to Special District Risk Management Authority (SDRMA) following completion of the Fiscal Year (FY) 2025/26 annual payroll audit.

Workers' compensation contributions for FY 2025/26 were initially based on estimated payroll. Following completion of the annual payroll audit, SDRMA calculated the final contribution based on actual payroll amounts by employee classification. The audited payroll amounts resulted in an additional workers' compensation contribution of \$29,565.17.

The requested action will provide for approval of PO No. 32179 for SDRMA to accommodate the additional amount due following the FY 2025/26 annual payroll audit.

Purchase Order 32179 – Special District Risk Management Authority (SDRMA)

5020.05 Workers' Compensation Annual Audit \$29,565.17

FISCAL IMPACT

The \$29,565.17 workers' compensation contribution will be paid based on the completion of the SDRMA Fiscal Year (FY) 2025/26 annual payroll audit.

COST SUMMARY

SDRMA Workers Compensation Contribution	<u>\$29,565.17</u>
Total Costs	\$29,565.17

FUNDING SOURCES

Transportation Development Act (TDA) Funds	<u>\$29,565.17</u>
Total Revenue	\$29,565.17

Annual Workers' Compensation Reconciliation Invoice



Program Year 2025-26

El Dorado County Transit Authority

6565 Commerce Way
Diamond Springs, California 95619

Invoice Date: 09/11/2026
Invoice Number: 80835
Member Number: 5452

Class Code	Classification Description	Actual Payroll	Rate per \$100	Annual Contribution
7382	Drivers; Bus and Limousine Operations	\$2,071,791	\$12.21	\$252,965.68
8389	Heavy Equipment; Truck Mechanic	\$585,466	\$6.37	\$37,294.18
8810	Clerical/Office Employees	\$1,379,225	\$0.60	\$8,275.35

** Indicates per capita rate class code

Total Audited Annual Contribution Based on Rates	\$298,535.22
Contribution as Adjusted by the Experience Modification Factor of 84%	\$250,769.58
Less: 10% Actual Earned Credit Incentive Program Discount	-29,853.52
Audited Annual Adjusted Contribution	\$220,916.06
Less: Longevity Distribution Credit	-17,893.00
Less: 5% Multi-Program Discount	0.00
Net Audited Contribution Adjusted	\$203,023.06
Less Net Estimated Annual Contribution Previously Invoiced	173,457.89

Total Contribution Amount Due by 10/11/2026

\$29,565.17

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790

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

PURCHASE ORDER NO. 32179

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

DATE: 10/01/26

ACCOUNT: 5020.05

CLASS: 125

TO: SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY
PO BOX 15677
SACRAMENTO, CA 95852

SHIP & INVOICE TO:

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

Contact: Jennifer Chilton
Vendor Phone No: (800) 537-7790

Email: jchilton@sdrma.org
Fax No: (916) 231-4111

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		ANNUAL WORKERS COMPENSATION RECONCILIATION INVOICE 2025/26		\$29,565.17
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	\$29,565.17
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$29,565.17
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 1 H
Consent Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Erik Bergren, Planning and Marketing Manager

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

REQUESTED ACTION:

BY MOTION,

Adopt Resolution No. 26-30 authorizing the El Dorado County Transit Authority and the Executive Director to execute all documents for the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2025/26, Cycle B

BACKGROUND

The Low Carbon Transit Operations Program (LCTOP) is administered by the Caltrans Division of Rail and Mass Transportation as 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 operators to reduce greenhouse gas emissions and improve mobility, with a focus on environmentally disadvantaged communities. LCTOP funding is allocated to eligible project sponsors under the Public Utilities Commission (PUC) 99313, and 99314 funding formula for projects that meet certain emissions reduction specifications.

DISCUSSION

With approval, the El Dorado County Transit Authority (El Dorado Transit) staff anticipate applying for the full available Fiscal Year (FY) 2025/26, Cycle B allocation of \$204,157 in LCTOP funds to potentially deliver one (1) project meeting program requirements. Building on recommendations in the adopted Western El Dorado County 2024 Short Range Transit Plan and the increase in state agencies implementing return to work expectations, staff proposes to apply LCTOP funding to continue expansion of the Sacramento Commuter services.

The Sacramento Commuter Service expansion was initiated in early 2026 and increased the number of routes from five to eight for all morning and afternoon trips from park and ride locations in El Dorado County to downtown Sacramento, in addition to Reverse Commuter Services.

FISCAL IMPACT

The Fiscal Year (FY) 2025/26 LCTOP, Cycle B allocation represents a total of \$204,157 in grant revenue. If approved, \$204,157 will be designated for continuing expansion of the Sacramento Commuter Service.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 26-30**

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECTS:
EXPANSION OF SACRAMENTO COMMUTER SERVICE
\$204,157 IN LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDS**

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) 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 (Department) 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 delegate authorization to execute these documents and any amendments thereto to Brian James, Executive Director; and

WHEREAS, El Dorado Transit wishes to implement the LCTOP projects listed below,

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 Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Brian James, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of El Dorado Transit that it hereby authorizes the submittal of the following project nominations and allocation requests to the Department in FY 2025-26 LCTOP funds:

Project Names: Expansion of Sacramento Commuter Service

Amount of LCTOP Funds Requested: \$204,157

Description of Projects: Expansion of the Sacramento Commuter Service

Contributing Sponsors: El Dorado County Transportation Commission

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on this 1st day of October 2026, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian Veerkamp, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Contract Award in Response to Request for Proposal #2026-02
Compensation and Benefits Study

REQUESTED ACTION:
BY MOTION,

- 1. Award a contract to MGT Impact Solutions, LLC in response to Request for Proposal #2026-02 for a Compensation and Benefits Study in the amount of \$24,975.00, with a 10% contingency of \$2,497.50, for a total project authorization not to exceed \$27,472.50**
- 2. Approve Purchase Order No. 32180 to MGT Impact Solutions, LLC for the Compensation and Benefits Study in the amount authorized above**
- 3. Authorize the Executive Director to execute the Professional Services Agreement and related documents and approve use of the contingency for necessary additional work within the total authorization**

BACKGROUND

El Dorado County Transit Authority (El Dorado Transit) issued Request for Proposals (RFP) #2026-02 on August 7, 2026, to obtain consultant services for a Compensation and Benefits Study. The study will evaluate pay and benefits for up to 23 job classifications and provide recommendations to support internal equity, external market competitiveness, affordability, and effective administration.

The scope includes comparison with approximately 12–15 relevant transit and governmental agencies, analysis of wages and current and retirement benefits, and review of Bus Operator payment variances for differing shifts and work conditions. The consultant will work with management and union representatives and provide a recommended compensation plan, salary schedule, implementation guidelines, and a presentation of the final results at a regularly scheduled Board meeting, anticipated in February 2027.

DISCUSSION

The Executive Director and Human Resources Manager reviewed six (6) proposals using the Agency's evaluation forms. The evaluation addressed mandatory elements, including firm and staff qualifications and references; technical quality, including the scope, methodology, communications, deliverables, and timeline; and proposal cost.

MGT Impact Solutions, LLC (MGT) received the highest overall evaluation score. Staff recommends MGT based on its complete approach to the required study, clearly identified staffing and project effort, and directly comparable California public-agency and transportation experience, including El Dorado Hills Community Services District and Santa Cruz County Regional Transportation Commission. MGT's proposal identifies 111 project hours at an hourly rate of \$225, for a total fee of \$24,975.00.

Award will be subject to finalization and execution of the attached Professional Services Agreement. Any proposed agreement revisions will be reviewed before execution. The 10% contingency will be retained separately from the base fee and used only for necessary additional work approved by the Executive Director within the Board's total authorization.

FISCAL IMPACT

The proposed base fee is \$24,975.00. A 10% contingency of \$2,497.50 results in a total project authorization not to exceed \$27,472.50, which is within the RFP's \$30,000 maximum. Any unused contingency will remain unspent.

COST SUMMARY

Compensation and Benefits Study	\$24,975.00
10% Contingency	<u>\$ 2,497.50</u>
Total Project Costs	\$27,472.50

FUNDING SOURCES

Transportation Development Act (TDA) Funds	<u>\$27,472.50</u>
Total Revenue	\$27,472.50



EL DORADO TRANSIT

EL DORADO COUNTY TRANSIT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

with

MGT IMPACT SOLUTIONS, LLC

for

COMPENSATION AND BENEFITS STUDY

THIS AGREEMENT, made and entered into this 1st day of October 2026, by and between the El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and MGT IMPACT SOLUTIONS, LLC "CONSULTANT".

WITNESSETH

CONSULTANT and EL DORADO TRANSIT do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

SECTION 1 ORGANIZATION AND CONTENTS
SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
SECTION 3 SCOPE OF CONSULTING SERVICES – ADDITIONAL;
COMPLETION SCHEDULE
SECTION 4 NOTICE TO PROCEED AND EFFECTIVE DATE OF CONTRACT;
PROGRESS; COMPLETION
SECTION 5 TIME OF PERFORMANCE
SECTION 6 COMPENSATION
SECTION 7 CHANGES TO SCOPE - BASIC
SECTION 8 COMPLIANCE WITH LAWS, RULES, REGULATIONS
SECTION 9 EXHIBITS INCORPORATED
SECTION 10 RESPONSIBILITY OF CONSULTANT
SECTION 11 RESPONSIBILITY OF EL DORADO TRANSIT
SECTION 12 TERM
SECTION 13 TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT
SECTION 14 TERMINATION OF AGREEMENT FOR CAUSE
SECTION 15 INTEREST OF OFFICIALS AND CONSULTANT
SECTION 16 SUBCONTRACTING
SECTION 17 SUCCESSORS AND ASSIGNS
SECTION 18 INDEPENDENT CONTRACTOR
SECTION 19 EQUAL EMPLOYMENT OPPORTUNITY
SECTION 20 DISADVANTAGED BUSINESS ENTERPRISE
SECTION 21 TITLE VI COMPLIANCE
SECTION 22 PUBLICATIONS

SECTION 23 INDEMNIFICATION
SECTION 24 COMPLIANCE HEALTH AND SAFETY
REGULATIONS SECTION 25 INSURANCE
SECTION 26 OWNERSHIP OF DOCUMENTS
SECTION 27 DOCUMENTATION/ACCESS TO
RECORDS SECTION 28 NOTICES
SECTION 29 JURISDICTION
SECTION 30 INTEGRATION
SECTION 31 CONFIDENTIALITY
SECTION 32 LIMITATION OF LIABILITY

EXHIBIT A PROPOSAL OF CONSULTANT CONTAINING
DESCRIPTION OF SCOPE OF WORK.

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled Cost Proposal attached hereto and incorporated herein by this reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES – ADDITIONAL

It is understood by EL DORADO TRANSIT and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in Exhibit "A". In such instance, CONSULTANT shall advise EL DORADO TRANSIT, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until EL DORADO TRANSIT has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement.

SECTION 4 – PURCHASE ORDER AND EFFECTIVE DATE OF CONTRACT; PROGRESS; COMPLETION

Upon execution of this Agreement by the parties, EL DORADO TRANSIT shall give CONSULTANT a 'Purchase Order' for the work. Such notice may authorize CONSULTANT to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, EL DORADO TRANSIT shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall complete the performance of its obligations under this Agreement in accordance with the dates and times indicated in Exhibit "A", unless an extension of time is granted in writing by EL DORADO TRANSIT, which said extension, if any, shall be granted only

for good cause as determined at the sole discretion of EL DORADO TRANSIT. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

SECTION 6 – COMPENSATION

For services performed pursuant to this Agreement, EL DORADO TRANSIT agrees to pay, and CONSULTANT agrees to accept as payment in full, all identified project costs on a cost reimbursement basis up to twenty-seven thousand four hundred seventy-two dollars and fifty cents **(27,472.50)** maximum amount.

CONSULTANT shall submit a bill upon completion of each of the tasks identified in said Exhibit “A,” attached hereto. Payment shall be made by EL DORADO TRANSIT within 30 days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. EL DORADO TRANSIT's acceptance of a completed task shall not be unreasonably withheld, conditioned, or delayed. It is mutually agreed between the parties to this Agreement that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials. If EL DORADO TRANSIT disputes an invoice or portion thereof in good faith, EL DORADO TRANSIT shall pay any undisputed portion and provide CONSULTANT with written notice of the dispute, in reasonable detail, and the parties shall promptly meet to resolve such dispute.

SECTION 7 - CHANGES TO SCOPE - BASIC

EL DORADO TRANSIT may at any time, and upon a minimum of ten (10) days written notice, request a modification to the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify EL DORADO TRANSIT in writing. Upon agreement between EL DORADO TRANSIT and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by EL DORADO TRANSIT and CONSULTANT shall constitute the CONSULTANT'S notice to proceed with the changed scope.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State or City statutes, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.

SECTION 9 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 10 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to EL DORADO TRANSIT that he/she possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, licenses, certifications, experience, resources, and facilities to provide to EL DORADO TRANSIT the services contemplated under this Agreement. CONSULTANT further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

To the extent appropriate to the project contemplated by this Agreement, EL DORADO TRANSIT shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals, and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as EL DORADO TRANSIT'S representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define EL DORADO TRANSIT'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT'S services.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.
- F. Timely provide all agreed-upon data, personnel access, and other requirements. The parties recognize that CONSULTANT's ability to timely perform is contingent upon EL DORADO TRANSIT's timely provision of such data, access, and requirements. If EL DORADO TRANSIT's failure to provide them causes significant delays to CONSULTANT's progression of the services, and CONSULTANT incurs losses or damages as a result, then the parties shall negotiate and execute an amendment to this Agreement for an equitable adjustment to the schedule and for additional costs. CONSULTANT shall provide all substantiating documentation of costs reasonably requested by EL DORADO TRANSIT in consideration for any equitable adjustment.

SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided and shall end upon EL DORADO TRANSIT'S acceptance and payment for such portion of the work as was authorized by such notice.

SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of EL DORADO TRANSIT, become its property, subject to Section 26 and to payment of the amounts due to CONSULTANT under this Section. If this Agreement is terminated by EL DORADO TRANSIT as provided herein, CONSULTANT shall be paid for all services performed through the effective date of termination, including a mutually agreed percentage of any partially completed tasks, together with any non-cancellable costs reasonably incurred, less payments already made under this contract. This proration shall be extended to cover any fixed fee charged for a fully completed product.

SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

- A. EL DORADO TRANSIT may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:
1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof, and does not cure such failure within thirty (30) days after receipt of written notice from EL DORADO TRANSIT specifying such failure; or
 2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not substantially begin to correct such failure within a period of thirty (30) days (or such longer period as EL DORADO TRANSIT may authorize in writing) after receipt of notice from EL DORADO TRANSIT specifying such failure.
- B. In the event EL DORADO TRANSIT terminates this Agreement in whole or in part as provided in Paragraph "A" above, EL DORADO TRANSIT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were

obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

- D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as reasonably agreed by the parties, less payments of compensation previously made. Payments previously made by EL DORADO TRANSIT to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of EL DORADO TRANSIT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of EL DORADO TRANSIT.
- F. CONSULTANT may, by written notice to EL DORADO TRANSIT, terminate this Agreement if EL DORADO TRANSIT materially breaches this Agreement, including by failing to pay undisputed amounts when due, and fails to cure such breach within thirty (30) calendar days following written notice specifying the breach. Either party may terminate this Agreement immediately upon written notice if the other party fails to comply with applicable law or regulation. Upon any termination under this Paragraph F, CONSULTANT shall be compensated as provided in Section 13.

SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

- A. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.
- B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in

CONSULTANT submittal. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of study.

- C. All subcontracts shall be subject to the provisions contained in this contract between EL DORADO TRANSIT and CONSULTANT.

SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to, or assigns of, the parties. CONSULTANT shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of the other party to this Agreement. Notwithstanding the foregoing, CONSULTANT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, CONSULTANT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of CONSULTANT, or its permitted successive assignees or transferees.

SECTION 18 - INDEPENDENT CONTRACTOR

EL DORADO TRANSIT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to EL DORADO TRANSIT.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, gender expression, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- B. CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT

shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

- C. All subcontracts awarded by CONSULTANT shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

SECTION 21 - TITLE VI COMPLIANCE

- A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
- B. During the performance of this Agreement the CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:
 - 1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - 2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 - 3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
 - 4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by EL DORADO TRANSIT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to EL DORADO TRANSIT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- C. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, EL DORADO TRANSIT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or;
 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- D. Incorporation of Provisions: the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request EL DORADO TRANSIT to enter into such litigation to protect the interests of EL DORADO TRANSIT, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 22 - PUBLICATION

- A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with EL DORADO TRANSIT.
- B. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:
- "The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of EL DORADO TRANSIT. This report does not constitute a standard, specification, or regulation."

SECTION 23 - INDEMNIFICATION

To the extent permitted by law, each party shall fully defend, indemnify and hold harmless the other party and its officers, officials, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, losses, or damages, including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A party's indemnity obligations under this Section are contingent upon the indemnified

party: a) promptly notifying the indemnifying party of each claim; provided, however, that the indemnified party's failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnifying party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that the indemnifying party shall not settle any claim that includes an admission of wrongdoing by the indemnified parties or otherwise adversely affects the indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim

SECTION 24 – COMPLIANCE HEALTH AND SAFETY REGULATIONS

EL DORADO TRANSIT requires all CONSULTANTS and vendors to place the highest importance on health and safety for all work performed on behalf of EL DORADO TRANSIT. CONSULTANT shall, at all locations where work is to be performed on behalf of EL DORADO TRANSIT, comply with all applicable federal, state, and local fire, safety and health statutes, ordinances, codes, and regulations, as well as the rules, policies, and orders of any applicable regulatory entity or agency, at CONSULTANT's sole cost and expense. CONSULTANT shall ensure that all of its employees, agents, and representatives are knowledgeable of all safety, fire, and health requirements and regulations applicable to the work performed on behalf of EL DORADO TRANSIT.

SECTION 25 – INSURANCE

The CONSULTANT shall provide proof of a policy of insurance satisfactory to EL DORADO TRANSIT and documentation evidencing that the CONSULTANT maintains insurance that meets the following requirements.

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- E. The certificate of insurance must include the following provisions stating that:
 - 1) CONSULTANT shall provide EL DORADO TRANSIT with thirty (30) days prior

written notice of any cancellation or material reduction of the coverage required herein; and; and

- 2) EL DORADO TRANSIT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile, and professional liability insurance policies. Proof that EL DORADO TRANSIT is named additional insured shall be made by providing EL DORADO TRANSIT with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming EL DORADO TRANSIT as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of EL DORADO TRANSIT and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, EL DORADO TRANSIT may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- H. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the EL DORADO TRANSIT, its officers, officials, employees, or volunteers.
- J. The CONSULTANT's insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- K. The insurance companies shall have no recourse against EL DORADO TRANSIT, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- L. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- M. Any deductibles or self-insured retentions shall be declared to EL DORADO TRANSIT upon request.

- N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SECTION 26 - OWNERSHIP OF DOCUMENTS

All materials, data, documentation, reports, designs, or other deliverables that are created, developed, or generated by CONSULTANT pursuant to this Agreement (“Work Product”) shall belong to and become the property of EL DORADO TRANSIT in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of EL DORADO TRANSIT. Software used but not created in the performance of this agreement is not included. Each party shall retain title to any Intellectual Property developed, authored, conceived, or reduced to practice independently and solely by that party, without use of the other party’s Intellectual Property. For purposes of this Agreement, “Intellectual Property” shall mean patented and unpatented inventions, mask works, copyrighted works, software, software development tools, methodologies, processes, technologies, algorithms, trade secrets, know-how, and proprietary information of either party. CONSULTANT retains ownership of all other Intellectual Property developed independently and used in connection with the services but grants EL DORADO TRANSIT a fully paid, nonexclusive, irrevocable, worldwide license to use, reproduce, prepare derivative works, perform publicly, and display publicly any such Intellectual Property incorporated into the Work Product. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

SECTION 27 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of EL DORADO TRANSIT. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

SECTION 28 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To EL DORADO TRANSIT: Brian James, Executive Director
El Dorado County Transit
Authority 6565 Commerce Way
Diamond Springs, CA 95619
- b. To CONSULTANT: MGT Impact Solutions, LLC
A. Trey Traviesa, CEO
ATTN: Legal Notices/Contracts
4320 West Kennedy Boulevard
Tampa, FL 33609

Nothing hereinabove shall prevent either EL DORADO TRANSIT or CONSULTANT from personally delivering any such notices to the other.

SECTION 29 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 30 - INTEGRATION

This agreement represents the entire understanding of EL DORADO TRANSIT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EL DORADO TRANSIT and CONSULTANT.

SECTION 31 – CONFIDENTIALITY

CONSULTANT hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding EL DORADO TRANSIT's business that is marked as confidential or is reasonably understood under the circumstances to be confidential including without limitation, information with respect to operations, procedures, methods, accounting, technical data, or existing or potential customers, or any other information which EL DORADO TRANSIT has designated as confidential.

CONSULTANT agrees that CONSULTANT, its employees, agents and representatives shall not, either during the term of this Agreement or at any time thereafter, disclose any proprietary, secret or confidential information of EL DORADO TRANSIT to any third party whatsoever without express written consent of EL DORADO TRANSIT.

CONSULTANT shall secure all documents, work in process, products or other items incorporating any EL DORADO TRANSIT's information in a manner that will prevent its unauthorized disclosure.

The above obligations of confidentiality shall not apply to the extent that CONSULTANT

can show that the relevant information (a) was at the time of receipt already in CONSULTANT's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of CONSULTANT; (c) was received from a third party having the right to disclose; or (d) is required to be disclosed by law. CONSULTANT may, however, disclose EL DORADO TRANSIT's name and the general nature of CONSULTANT's work for EL DORADO TRANSIT in sales proposals.

EL DORADO TRANSIT shall, to the extent permitted by law, likewise maintain in confidence and protect from unauthorized disclosure all information disclosed by CONSULTANT that is reasonably understood under the circumstances to be confidential, including CONSULTANT's Intellectual Property, methodologies, and pricing, and shall not use such information except in connection with this Agreement.

CONSULTANT recognizes that EL DORADO TRANSIT may be required to produce records in accordance with the California Public Records Act (Cal. Govt. Code § 6250 et seq.) and agrees to cooperate with EL DORADO TRANSIT in satisfaction of EL DORADO TRANSIT's obligations thereunder.

SECTION 32 – LIMITATION OF LIABILITY

CONSULTANT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of EL DORADO TRANSIT's provision of inaccurate data, or changing laws, regulations, or political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from CONSULTANT's gross negligence or intentional or willful misconduct, CONSULTANT's total aggregate liability to EL DORADO TRANSIT shall be limited to the amount of compensation paid by EL DORADO TRANSIT to CONSULTANT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

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

EL DORADO TRANSIT:

CONSULTANT:

By _____
Brian James, Executive Director

By _____

APPROVED AS TO FORM:

By _____
Mike Tucker
Attorney for El Dorado County Transit Authority

DRAFT

EXHIBIT “A”
PROPOSAL OF CONSULTANT CONTAINING
DESCRIPTION OF SCOPE OF WORK

DRAFT



4. Cost Proposal

Defined by Impact. Driven by People. Dedicated to the Community.

Based on MGT's understanding of the required scope, this cost proposal presents all required project hours, corresponding hourly rates for assigned consultants and employees, other related billable costs, and a total bid amount not to exceed \$30,000. The staffing mix and effort will be aligned to the work plan above so the proposed price supports the October 1, 2026 through January 1, 2027 delivery window.

Exhibit 2. Proposed Cost by Task

	Primary Tasks	TEAM MEMBERS	EST. HOURS	HOURLY BILLING RATE	TOTAL (\$)
1.0	Study Initiation and Communication	Project Manager and Compensation Specialist	6	\$225	1,350
2.0	Current Workforce and Compensation Data Collection and Analysis	Project Manager; Compensation Specialist; Consultants for Employee Interviews	15	\$225	3,375
3.0	Market Data Collection and Analysis	Project Manager and Compensation Specialist	27	\$225	6,075
4.0	Compensation and Benefits Plan	Project Manager and Compensation Specialist	30	\$225	6,750
5.0	Recommendations and Implementation Guidance	Project Manager and Compensation Specialist	11	\$225	2,475
6.0	Reports and Presentations	Project Manager and Compensation Specialist	12	\$225	2,700
7.0	Post-Study Support	Project Manager and Compensation Specialist	10	\$225	2,250
	Travel Expenses		Virtual		Virtual
	Anticipated Expenses (software fees, etc. as applicable)		0		\$0
	GRAND TOTAL		111		\$24,975

This proposal and pricing are firm for sixty (60) days from the proposal date.

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

PURCHASE ORDER NO. 32180

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

DATE: 10/01/26

ACCOUNT: 5030.00

CLASS: 125

TO:

MGT IMPACT SOLUTIONS LLC
 4320 WEST KENNEDY BOULEVARD
 TAMPA, FL. 33609

SHIP & INVOICE TO:

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

Contact: RACHEL SKAGGS

Vendor Phone No: 815-303-2187

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		FY 2026/2027 COMPENSATION AND BENEFITS STUDY		\$24,975.00
		CONTINGENCY (10%)		\$2,497.50
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	\$27,472.50
			SHIPPING	
			SALES TAX	
			TOTAL	NTE \$27,472.50
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 B
Action Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Steffi Ahart, Human Resources Manager

SUBJECT: Revised Board Policy E-5 – Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security

REQUESTED ACTION:
BY MOTION,

Approve the revised Board Policy E-5 – Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security, including the associated policy forms and attachments, and authorize implementation of the revised policy

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit or Agency) is committed to providing a safe workplace for employees and safe, reliable public transportation services for the communities it serves. Background investigations assist El Dorado Transit in making informed employment decisions, protecting employees and the public, and reducing the risk of negligent hiring.

The Agency has maintained employment background investigation requirements for many years. Significant Board actions and legal updates include:

- **September 2006** – Adoption of Resolution No. 06-13 authorizing access to State and Federal criminal history information for employment purposes.
- **November 1, 2007** – Adoption of Board Policy E-4 establishing pre-employment background investigation requirements.
- **October 9, 2009** – Revision of the Personnel Policies and Procedures to establish background investigation requirements for employees who are reclassified, transferred, demoted, or promoted into designated classifications.
- **July 1, 2014** – Update to the Agency's employment application and conditional offer process to comply with Assembly Bill 218, delaying criminal history inquiries until after a conditional offer of employment was made in accordance with California law.
- **February 6, 2020** – Comprehensive revision of Board Policy E-5 to incorporate California Fair Chance Act requirements and updated employment background investigation procedures.

Since the policy was last revised in 2020, additional changes in applicable federal and California law, California Department of Justice (DOJ) requirements, and Agency operational practices have warranted a comprehensive review and update of the policy. The Agency has also completed participation in the California Department of Justice Applicant Agency Authorization and Certification Program, resulting in the designation of a Custodian of Records and implementation of enhanced Criminal Offender Record Information (CORI) security requirements.

Staff, in coordination with Legal Counsel and utilizing current guidance provided by the California Department of Justice, conducted a comprehensive review of Board Policy E-5 to ensure the Agency's employment background investigation practices, CORI security requirements, and associated forms remain consistent with current legal and regulatory requirements.

DISCUSSION

The proposed revisions comprehensively update Board Policy E-5 while maintaining the overall organization and intent of the policy originally adopted by the Board.

The revised policy maintains the Agency's commitment to conducting lawful, fair, and consistent employment background investigations while incorporating current California Fair Chance Act requirements, updating criminal history inquiry procedures, and strengthening safeguards for the protection, use, and confidentiality of Criminal Offender Record Information (CORI).

The revisions include, but are not limited to:

- Updating the policy to reflect current federal and California laws governing employment-related background investigations and criminal history inquiries.
- Incorporating current California Fair Chance Act requirements, including individualized assessments and preliminary and final adverse employment action procedures.
- Clarifying the responsibilities of the Agency's designated Custodian of Records for the receipt, access, use, maintenance, security, protection, and oversight of Criminal Offender Record Information (CORI), including compliance with applicable DOJ requirements.
- Establishing requirements governing the protection, confidentiality, storage, transmission, retention, and security of CORI in accordance with applicable California Department of Justice (DOJ) requirements and the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.
- Establishing Agency requirements regarding personally owned devices, electronic transmission of CORI, and security incident reporting.
- Updating Agency forms and policy attachments to reflect current legal, DOJ, and operational requirements, including use of the current California Department of Justice Employee Statement Form (BCIA 9006), while allowing administrative updates to forms when appropriate.
- Clarifying requirements for pre-employment and employment-related screening, including criminal history checks, employment and education verification, professional

licenses and certifications, driving records, Department of Transportation requirements for applicable safety-sensitive positions, and consumer reports when legally authorized.

- Removing outdated references, obsolete procedures, and superseded terminology contained in the 2020 policy.

The revised policy provides a comprehensive framework governing background investigations, criminal history inquiries, consumer reports when authorized by law, Criminal Offender Record Information (CORI) security, records confidentiality, and related employment practices. The revisions strengthen the Agency's governance over CORI by establishing clear responsibilities for its protection, access, use, security, confidentiality, transmission, retention, and reporting in accordance with applicable California Department of Justice (DOJ) requirements, the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, and other applicable federal and California laws.

Staff recommends adoption of the revised Board Policy E-5 and associated policy forms and attachments to replace the existing February 2020 policy.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the revised Board Policy E-5.

El Dorado County Transit Authority

Subject	Policy Number	Date Proposed
PERSONNEL <u>October 1, 2026</u>	E-5	<u>February 6, 2020</u>

Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security

I. PURPOSE

The El Dorado County Transit Authority (“El Dorado Transit” or “Agency”) is committed to providing a safe, secure, and professional work environment for its employees, passengers, volunteers, contractors, and the public. As a public transit agency entrusted with public resources and responsible for providing safe transportation services, the Agency recognizes the importance of conducting appropriate background investigations and safeguarding Criminal Offender Record Information (“CORI”) obtained through the California Department of Justice (“DOJ”).

The purpose of this policy is to establish uniform procedures governing criminal history inquiries, background investigations, other employment-related screening authorized or required by law, the receipt and use of CORI, and the protection of confidential criminal history information. This policy is intended to ensure that all employment-related decisions are made in a fair, consistent, and legally compliant manner while protecting the Agency, its employees, applicants, passengers, and the public.

The Agency will conduct criminal history inquiries and background investigations fingerprint-based criminal history checks, and other background investigations only as authorized or required by applicable federal or California law. Criminal history information will be considered only when and to the extent permitted by applicable law and, where applicable, in a manner that is job-related and consistent with business necessity. Except as otherwise permitted or required by law, the Agency will not inquire into or consider an applicant’s criminal history until after a conditional offer of employment has been made. The Agency will conduct individualized assessments when required and will not discriminate against applicants or employees on the basis of criminal history in violation of applicable law.

The Agency is equally committed to protecting the confidentiality, integrity, and security of CORI. Access to CORI shall be limited to authorized personnel with a legitimate business need, and CORI shall be received, accessed, maintained, used, disclosed, stored, transmitted, retained, and destroyed in accordance with applicable DOJ requirements, the FBI Criminal Justice Information Services (“CJIS”) Security Policy, and all other applicable federal and California laws.

This policy also establishes responsibilities for Agency officials, managers, supervisors, the Custodian of Records, and authorized personnel regarding the appropriate handling of criminal history information, compliance with security requirements, and the reporting and management of actual or suspected security incidents involving CORI.

Nothing in this policy is intended to limit the Agency's authority to make employment decisions as permitted by applicable law, nor shall this policy be interpreted to create any contractual right to

employment.

~~El Dorado County Transit Authority (“El Dorado Transit” or “Agency”) is dedicated to protecting its passengers, employees, and assets by conducting background checks. At times background checks may be required by the Federal Transit Administration (FTA) for individuals under consideration for hire, as well as current employees who are reclassified, transferred, demoted or promoted into designated job classifications or designated positions within classifications. Additionally, a background check may be required for a current employee whose classification specification has been revised to include newly assigned job duties that are either safety sensitive or allow the employee new access to Agency assets.~~

~~Background checks for employment may include but are not limited to the following: review of applicants’ criminal conviction and credit histories; review of California Department of Motor Vehicle records, verification of employment qualifications and pre-employment and on-going drug testing as required by the U.S. Department of Transportation.~~

~~El Dorado Transit’s Board of Directors authorizes the Executive Director or designee to acquire state and federal criminal history and, for selected positions, pre-employment consumer credit information. Further, the Board grants the Executive Director the authority to administer and implement the policy and to adopt procedures to secure confidentiality of such information gathered during background investigations.~~

~~The Executive Director has the authority to designate a Records Security Officer that will be assigned duties as the Custodian of Records for Live Scan Service, as defined by the State of California—Department of Justice Requirements and also information gathered by any Third Party employment background screening agencies engaged by the Agency.~~

~~El Dorado Transit’s Board Policy E-5, and state and federal laws recognize that the individual has a right to privacy, and prohibit employees and others from seeking, using, or disclosing personal information, except within the scope of their assigned duties.~~

II. Affected Individuals

This policy applies to all individuals seeking employment with or employed by El Dorado Transit, regardless of employment status or classification, to the extent they are subject to a background investigation, criminal history inquiry, or fingerprint-based criminal history check that is required or lawfully authorized as a condition of employment, continued employment, or assignment to a particular position.

Individuals subject to this policy include, but are not limited to:

1. Applicants who have received a conditional offer of employment;
2. Full-time, part-time, extra-help, temporary, seasonal, and probationary employees;
3. Current employees who are being considered for promotion, transfer, reassignment, reclassification, or appointment to another position when an additional or updated background investigation is required or authorized by law or Agency policy;
4. Volunteers, interns, consultants, contractors, or other individuals performing services for the Agency when a background investigation is required by law, contract, or Agency policy; and

5. Any other individual for whom a background investigation, criminal history inquiry, or fingerprint-based criminal history check is authorized or required under applicable federal or California law.

Prospective employees shall complete the background investigation and screening requirements applicable to the position, including a fingerprint-based criminal history check through the DOJ and, when authorized or required by applicable law, a check through the FBI, where such check is required or authorized by applicable law and identified as a requirement for the applicable job classification. Employment is contingent upon the satisfactory completion of all required background investigations and screenings, and the Agency's determination that the individual meets the qualifications and applicable legal and job-related requirements for the position.

Nothing in this policy shall be interpreted to limit the Agency's authority to require additional background investigations, criminal history inquiries, or other pre-employment or employment-related screenings when permitted or required by applicable law and applicable to the position or circumstances.

This Board policy applies to all Agency employees and applicants who are subject to the background investigation process.

III. Definitions

A. Agency

Agency means El Dorado Transit.

B. Applicant

Applicant means an individual who has applied for employment with the Agency and, for purposes of the California Fair Chance Act, who has received a conditional offer of employment, when applicable under federal or California law.

C. Background Investigation

Background Investigation means the process of verifying information provided by an applicant or employee and obtaining information relevant to determining an individual's qualifications, and, where lawfully applicable, suitability, trustworthiness, and fitness for employment. A background investigation may include, as authorized by law and applicable to the position, criminal history information, employment verification, education verification, professional licenses or certifications, driving records, consumer reports, reference checks, and other legally authorized inquiries.

D. Conditional Offer of Employment

Conditional Offer of Employment means an offer of employment that is contingent upon the satisfactory completion of lawfully required or authorized pre-employment screenings, including but not limited to background investigations, criminal history inquiries, medical examinations, drug and alcohol testing, verification of qualifications, and any other requirements applicable to the position and permitted or required by law or Agency policy.

E. Consumer Credit Report

Consumer Credit Report means a consumer report containing information regarding an individual's creditworthiness, credit standing, or credit capacity that is obtained from a consumer reporting agency for employment purposes. Consumer Credit Reports are a type of Consumer Report and are distinct

from CORI and other criminal history information obtained directly from the DOJ or another authorized criminal justice agency. Consumer Credit Reports are subject to the Fair Credit Reporting Act (FCRA), California Investigative Consumer Reporting Agencies Act (ICRAA), California Consumer Credit Reporting Agencies Act (CCRAA), and other applicable federal and California law.

F. Consumer Report

Consumer Report means any written, oral, or other communication prepared by a consumer reporting agency bearing on an individual's creditworthiness, character, general reputation, personal characteristics, or mode of living that is used or expected to be used for employment purposes.

G. Conviction

Conviction means a finding of guilt by a court of competent jurisdiction, including a guilty plea, plea of nolo contendere (no contest), or conviction following trial, as permitted by applicable law.

H. Criminal History

Criminal History means information concerning criminal convictions or other criminal conduct that may lawfully be considered by the Agency for employment purposes. Criminal history does not include information that the Agency is prohibited from inquiring into or considering under applicable federal or California law.

I. Criminal Offender Record Information (CORI)

Criminal Offender Record Information (CORI) means criminal history record information received from the California Department of Justice or other authorized criminal justice agencies through fingerprint-based background checks or other authorized means. CORI is confidential and shall be accessed, received, maintained, used, disclosed, stored, transmitted, retained, and destroyed only as authorized by law and this policy.

J. Custodian of Records

Custodian of Records (COR) means the individual designated by the Agency and approved by the California Department of Justice (DOJ) to receive, access, maintain, use, protect, and oversee the security of Criminal Offender Record Information (CORI), ensure compliance with applicable DOJ requirements, and serve as the Agency's primary point of contact for matters relating to CORI access, security, and reporting.

K. Direct and Adverse Relationship

Direct and Adverse Relationship means a direct and adverse relationship between the nature of a conviction and one or more specific duties of the position, such that consideration of the conviction is relevant to the individual's ability to perform those duties.

L. Fingerprint-Based Criminal History Check

Fingerprint-Based Criminal History Check means a criminal history review conducted through the California Department of Justice using fingerprint submissions (Live Scan) and, when authorized, the Federal Bureau of Investigation.

M. Individualized Assessment

Individualized Assessment means the assessment required before making a final adverse employment decision based on conviction history under applicable, taking into consideration the nature and gravity of the offense or conduct, the time that has passed since the offense or completion

of the sentence, the nature of the position sought or held, and any evidence of rehabilitation or mitigating circumstances provided by the individual or otherwise permitted to be considered under applicable laws.

N. Live Scan

Live Scan means the electronic fingerprinting process used to submit fingerprints to the California Department of Justice and, when authorized, the Federal Bureau of Investigation for criminal history record checks.

O. Safety-Sensitive Position

Safety-Sensitive Position means any position designated as safety-sensitive under applicable federal or California law or regulations, or any position designated by the Agency as safety-sensitive based on duties that may affect the safety of the employee, co-workers, passengers, or the public. Safety-sensitive positions may be subject to additional federal or state requirements, including Department of Transportation regulations, drug and alcohol testing, medical certification, or other employment standards.

P. Suitability for Employment

Suitability for Employment means the Agency's determination that an individual possesses the qualifications, integrity, trustworthiness, reliability, and ability to safely and effectively perform the essential duties of the position, as permitted by applicable law and based on lawful, job-related criteria.

Q. Human Resources Manager

Human Resources Manager means the Agency official responsible for administering this policy, coordinating background investigations, ensuring compliance with applicable employment laws, maintaining employment records related to background investigations, serving as or coordinating with the Agency's Custodian of Records when designated, and making recommendations regarding employment actions in accordance with this policy.

~~“Applicant”~~: A person who is being considered for employment with El Dorado Transit in one of the job classifications or positions within classifications designated in the Board Policy and Administrative Regulation, regardless of whether the person is currently employed by El Dorado Transit in a different job capacity, or has been previously employed by El Dorado Transit in any capacity.

~~“Volunteer”~~: A person who is being considered to perform work for El Dorado Transit without receiving any compensation in return.

~~“Background Check Report”~~: The process of legally obtaining and compiling, from a third party, criminal, commercial, and/or other legally permissible records for Applicants or employees transitioning to a designated job classification.

~~“Conviction”~~: A plea of guilty or no contest, or a verdict or finding of guilt, regardless of whether a sentence was imposed by the Court. (See criminal history below for further clarification)

~~“Consumer Credit Report History”~~: Any written, oral or other communication of any information by a consumer credit reporting agency bearing on a consumer's credit worthiness, credit standing, or credit

capacity, which is used or is expected to be used, or collected, in whole or in part, for the purpose of serving as a factor in establishing the consumer's eligibility for employment purposes.

Jobs requiring a consumer credit report fall into three categories, subject to the limitations as set forth in California Government Code §12952

- A. All job classifications or positions with oversight of key information and technology management.
- B. All job classifications or positions with senior level financial management responsibilities.
- C. Any other positions required by law.

~~“Criminal History”~~: Records maintained by the California Department of Justice (DOJ) or by other local or federal agencies, pertaining to the identity and criminal history of any person. The Background Review Committee is limited to the consideration of convictions only and shall not consider criminal information related to conduct that did not result in a conviction. The following records are also prohibited from consideration:

- A. An arrest not followed by a conviction except under limited circumstances;
- B. Conviction information concerning a referral to, and participation in, any pretrial or post-trial diversion program;
- C. Information concerning convictions that have been judicially ordered sealed, expunged, or statutorily eradicated pursuant to law or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation

If the specific behavior at issue resulted in a conviction, the record of information may include name, date of birth, date of arrest, arresting agency, booking numbers, charges, dispositions and similar data about the person as it related to said criminal convictions.

~~“Designated Classification” or “Position”~~: Any classification or specific position within classification may be designated based upon the illustrative functions detailed in the job description, or specific functions of a position listed in the job announcement. The Human Resources Department makes all such designations, which may be reviewed by legal counsel. The current Designated Classification/Position list is attached.

~~“Felony”~~: As defined in Penal Code § 17(a), as amended.

~~“Fiduciary Responsibility”~~: A duty held by employees with access to, custody of, and/or administration of property including financial instruments (cash, checks, accounts) belonging to El Dorado Transit.

~~“Job Classification Specification”~~: A description of the job responsibilities of a position that also includes the requisite knowledge, skills, experience, and education to perform the job.

~~“Live Scan Criminal Background Check”~~: A process by which an Applicant's or employee's fingerprints are captured electronically, and transmitted to the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), in order to determine whether an Applicant, employee, or volunteer has a criminal history.

~~“Master Key Access”: A key or mechanical device, such as an electronic card, allowing entry to all or many parts of a facility.~~

~~“Nexus”: The relationship between specific criminal conduct and the duties of a specific job classification, or designated position within a classification.~~

~~“Pending Charge”: A criminal charge that has not been adjudicated at the time of the first review by the Committee.~~

~~“Personally Identifiable Information”: Information that identified or describes an individual, including but not limited to name, address, telephone number, family members, social security number, credit card numbers, and physical characteristics that would make the individual’s identity easily discoverable.~~

~~“Position”: A single job held by an individual in a job classification for which the individual has been hired, or provisionally hired.~~

~~“Records Security Officer (RSO)” / “State of California Custodian of Records (COR)”: The Executive Director, or designee, whose responsibility it is to ensure the confidentiality and security of all criminal history information requested and received. The RSO must meet the requirements of the State of the California, Department of Justice for Custodian of Records for Live Scan.~~

~~“Suitability for Employment”: The determination of whether or not an individual meets or exceeds the hiring criteria for a position; including consideration of criminal background, and/or negative credit history, if any.~~

IV. Criminal History

The Agency recognizes its responsibility to provide a safe and secure workplace while ensuring that all applicants and employees are treated fairly and in accordance with applicable federal and California law. Criminal history information shall be considered only when authorized by law and, where applicable, job-related and consistent with business necessity.

A. Criminal History Inquiries

The Agency shall not inquire into or consider an applicant's criminal history until after a conditional offer of employment has been made, except where otherwise permitted or required by applicable federal or California law.

Following a conditional offer of employment, the Agency may conduct a criminal history inquiry through the California Department of Justice (DOJ), the Federal Bureau of Investigation (FBI), or other legally authorized sources, to the extent authorized or required by applicable law and applicable to the position.

The Agency shall notify applicants when a criminal history background investigation is required and shall obtain all authorizations required by law before conducting any background investigation.

B. Criminal History Information That May Be Considered

When authorized by law, the Agency may consider criminal conviction information that has a direct and adverse relationship to one or more specific duties of the position.

In evaluating criminal history, the Agency shall consider, at a minimum:

1. The nature and gravity of the offense or conduct;
2. The time that has passed since the offense or conduct or completion of the sentence;
3. The nature and responsibilities of the position sought or held;
4. Whether the conviction has a direct and adverse relationship to the individual's ability to perform one or more specific duties of the position;
5. Evidence of rehabilitation, good conduct, education, training, employment history, or other mitigating information submitted by the individual; and
6. Any other factors required by applicable law.

The Agency shall conduct and document an individualized assessment whenever required by law before making an employment decision based upon criminal history information.

C. Criminal History Information That Shall Not Be Considered

Except as otherwise authorized or required by law, the Agency shall not consider criminal history information that the Agency is prohibited by applicable federal or California law from inquiring into or considering, including, as applicable:

1. An arrest not followed by a conviction except to the extent consideration or inquiry is expressly permitted by applicable law;
2. Participation in or completion of a pretrial or post-trial diversion program;
3. Convictions that have been sealed, dismissed, expunged, eradicated, or otherwise made unavailable for employment purposes by law;
4. Juvenile adjudications;
5. Non-felony convictions for possession of marijuana that are more than two (2) years old, to the extent consideration of such convictions is prohibited by applicable law;
6. Any other criminal history information that the agency is prohibited from considering under applicable Federal or California law.

Nothing in this policy shall prohibit the Agency from considering criminal history information when such consideration is expressly authorized or required by federal or California law.

D. Individualized Assessment

Prior to withdrawing a conditional offer of employment or taking any adverse employment action based in whole or in part on an individual's criminal history, the Agency shall conduct an individualized assessment when required by applicable federal or California laws.

The individualized assessment shall include consideration of the factors identified in Section IV.B of this policy as well as any additional information voluntarily provided by the individual regarding rehabilitation,

mitigating circumstances, employment history, educational achievements, community involvement, or other relevant information that may lawfully be considered.

E. Preliminary Decision

If the Agency makes a preliminary determination that an individual's criminal history provide a lawful basis for an adverse employment decision, the Agency shall provide written notice in accordance with applicable law.

The preliminary notice shall include:

1. Notice of the preliminary decision;
2. A copy of the criminal history report or other criminal history information relied upon, when required by law;
3. Notice of the individual's right to respond before a final decision is made;
4. Information regarding the deadline for submitting a response; and
5. Any other information required by applicable law.

F. Applicant Response

An applicant shall be provided with the opportunity to respond to the preliminary decision within the timeframe established by applicable law.

The individual may submit information demonstrating:

- The accuracy or inaccuracy of the criminal history information;
- Evidence of rehabilitation;
- Employment history;
- Educational achievements;
- Character references;
- Good conduct;
- Mitigating circumstances; or
- Any other information the individual believes is relevant to the Agency's consideration.

The Agency shall consider all timely submitted information before making a final employment decision to the extent required by applicable law.

G. Final Employment Decision

After considering all information available, including any response submitted by the individual, the Agency shall make a final determination regarding employment.

If the Agency determines that the individual is disqualified from employment based upon criminal history information, the Agency shall provide written notice consistent with applicable law.

The final notice shall include, as applicable:

1. The final employment decision;
2. Notice of any procedures available to challenge the decision or request reconsideration;
3. Information regarding the individual's right to file a complaint with the appropriate governmental agency; and
4. Any other notices required by federal or California law.

H. Confidentiality

All [CORI](#) received by the Agency shall be treated as confidential and shall be accessed only by authorized individuals with a legitimate business need.

CORI shall not be used or disclosed except as authorized by law and shall be maintained, stored, transmitted, retained, and destroyed in accordance with this policy, applicable [DOJ](#) requirements, the [FBI CJIS Security Policy](#), [where applicable](#), and all other applicable federal and California laws.

A. ~~Denial of Employment based on Criminal History~~

- ~~1. No Applicant (either internal or external) for employment with Transit will be summarily disqualified from employment based solely on criminal conviction. Transit shall consider an Applicant's prior criminal convictions among multiple factors in making individual hiring decisions. Transit shall evaluate each Applicant on a case by case basis to determine if the particular circumstances of the conviction(s) indicate whether or not the Applicant is suitable for employment.~~
- ~~2. Pending Charge: If a criminal charge is still pending at the time of the review, the Applicant or employee will not move forward in the hiring process until there has been a final disposition from the court and the Applicant or employee has provided adequate documentation to Human Resources, for review.~~

B. ~~Criminal Convictions~~

- ~~1. Except as provided below, Transit shall not:~~
 - ~~a. Include on any application for employment any question that seeks the disclosure of an Applicant's conviction history;~~
 - ~~b. Inquire into or consider the conviction history of the Applicant until after the employer has made a conditional offer of employment~~
 - ~~c. Consider, distribute or disseminate information about any of the following while conducting a conviction history background check:~~
 - ~~i. An arrest not followed by a conviction, except under limited circumstances pursuant to California Labor Code §432.7;~~
 - ~~ii. Referral or participation in a pretrial diversion program; or~~
 - ~~iii. Convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation~~

- ~~2. In determining whether an Applicant should be denied employment based solely or in part because of the Applicant's conviction history, Transit shall make an individualized assessment as to whether the Applicant's conviction history has a direct and adverse relationship to the specific duties of the job that justifies denying the Applicant the position. In making such an assessment, Transit shall consider the following:
 - ~~a. The nature and gravity of the offense;~~
 - ~~b. The time that has passed since the offense or conduct and the completion of the sentence; and~~
 - ~~c. The nature of the job held or sought.~~~~
- ~~3. If Transit determines that the Applicant's conviction history has a direct and adverse relationship to the specific duties of the job that justify denying the Applicant the position, Transit may deny employment to the Applicant pursuant to the procedures outlined below.~~

~~C. Procedures~~

- ~~1. Criminal Background Check: A criminal background check will be conducted only after a conditional offer of employment is made. The Applicant must complete the Post Conditional Offer Criminal History Inquiry form at the time they receive their offer letter and pre-employment background packet.~~
- ~~2. When a Background Check Reveals Negative Information: Transit will be notified when an Applicant's or employee's criminal background check lists conviction(s), will review that information, and then make a preliminary decision regarding whether the Applicant's conviction history disqualifies the Applicant or employee. El Dorado Transit shall notify the Applicant of this preliminary decision in writing. Such notification shall contain the following:
 - ~~a. Notice of the disqualifying conviction(s) that is the basis of the preliminary decision to rescind the offer;~~
 - ~~b. A copy of the conviction history report, if any;~~
 - ~~c. An explanation of the Applicant's rights to respond to the notice of Transit's preliminary decision before the decision becomes final and the deadline by which to respond. The explanation shall inform the Applicant that the Applicant's response may include submission of evidence challenging the accuracy of the conviction history report and/or evidence of rehabilitation and/or mitigating circumstances.~~~~
- ~~3. The Applicant shall have five (5) business days to respond to the preliminary decision. The Applicant shall have five (5) additional business days to respond when the Applicant notifies Transit in writing that the Applicant disputes the accuracy of the conviction history report. Transit shall consider this information before making a final decision.~~
- ~~4. Final Decision: In making a final decision, Transit may consider among other relevant factors, the following:
 - ~~a. The nature of the criminal conduct;~~
 - ~~b. The number of convictions;~~
 - ~~c. Whether or not the convictions were disclosed;~~~~

- d. ~~The length of time since the criminal conviction in relation to the time of the job application~~
 - e. ~~The degree of rehabilitation evidenced by the Applicant~~
 - f. ~~The Applicant's employment history~~
 - g. ~~The circumstances under which the crime(s) were committed, including any mitigating circumstances; and~~
 - h. ~~Whether the nature of the conviction(s) in relationship to the particular duties of the job classification create a risk of endangerment to any person and/or property of the public, and/or Transit's employees or assets.~~
5. ~~If Transit makes a final decision to deny the Applicant based solely or in part on the Applicant's conviction history, Transit shall notify the Applicant in writing of all of the following:~~
- a. ~~Transit may, but is not required to, justify its reasoning for making the final disqualification;~~
 - b. ~~Any existing procedure for challenging the reasoning for making the final decision or reconsiderations and;~~
 - c. ~~The right to file a complaint with the Department of Fair Employment and Housing.~~
6. ~~The process to rescind a job offer will be documented in the event the Applicant chooses to dispute the decision. Transit is committed to providing consistency in its hiring practices and the action is in no way discriminatory against those with any criminal history.~~

V. Background Check Reports

El Dorado Transit obtains background check reports to verify the qualifications and, where lawfully applicable, suitability of prospective employees and, when applicable, current employees. Background check reports are intended to assist the Agency in making informed employment decisions while protecting the safety of employees, passengers, Agency property, and the public.

Criminal history inquiries and reports shall not be obtained or considered before a conditional offer of employment has been made, except as otherwise permitted or required by applicable federal or California law. Other types of background investigations may be conducted at an earlier stage of the employment process when permitted or required by applicable law and applicable to the position.

The Agency may obtain one or more of the following background check reports, as applicable to the position:

A. Criminal History Reports

Fingerprint-based criminal history reports obtained through the California Department of Justice (DOJ) and, when authorized, the Federal Bureau of Investigation (FBI), shall be reviewed in accordance with Section IV of this policy and applicable law.

B. Employment Verification

The Agency may verify an applicant's previous employment, including dates of employment,

positions held, job duties, performance, attendance, eligibility for rehire, and other information lawfully obtained from previous employers.

C. Education Verification

The Agency may verify educational degrees, diplomas, certifications, professional licenses, and other qualifications that are required or represented by the applicant.

D. Professional Licenses and Certifications

The Agency may verify the status, validity, and standing of any professional license, certification, endorsement, registration, or credential required for the position, including any restrictions, suspensions, revocations, or disciplinary actions when authorized by law.

E. Driving Record

For positions requiring the operation of Agency vehicles or possession of a valid driver's license, the Agency may obtain and review the applicant's Department of Motor Vehicles (DMV) driving record as permitted or required by applicable law to determine eligibility for employment and other lawful requirements applicable to the position.

F. Department of Transportation (DOT) Requirements

Applicants for safety-sensitive positions subject to U.S. Department of Transportation regulations shall be required to successfully complete all federally mandated pre-employment requirements, including drug and alcohol testing, medical certification, prior employer inquiries, and any other requirements established by applicable federal regulations.

G. Consumer Reports

Consumer reports or investigative consumer reports may be obtained only when authorized by applicable federal and California law and only for those positions for which such reports are legally permissible. Applicants shall receive all notices, disclosures, and authorizations required by law before such reports are obtained.

H. Verification of Information

The Agency may verify information provided by an applicant or employee during the employment process. Material omissions, falsifications, or misrepresentations may result in withdrawal of a conditional offer of employment, disciplinary action, or separation from employment, consistent with applicable law and Agency policy.

I. Evaluation of Background Check Reports

Information obtained through background check reports shall be reviewed only by individuals authorized to participate in the employment process. Background check reports shall be evaluated in a fair, consistent, and nondiscriminatory manner and shall be maintained as confidential records in accordance with this policy and applicable law.

Criminal history information shall be considered only in accordance with Section IV of this policy and applicable law. No employment decision shall be based on criminal history in a manner prohibited by applicable law.

~~In determining an Applicant's or employee's suitability for employment or when a change in job duties has been documented, the following will be considered:~~

~~A. Types of Back Check Investigations~~

- ~~1. Background checks may include, but are not limited to the following:~~
 - ~~a. Review of Applicant's or employee's criminal history, pursuant to the limitations established in California Labor Code §12952;~~
 - ~~b. Credit history, pursuant to the limitations established in California Labor Code § 1024.5;~~
 - ~~c. Review of DMV records;~~
 - ~~d. Initial and on-going drug and alcohol testing (as required under US Department of Transportation's policies and procedures);~~
 - ~~e. Verification of required license, certification and/or degree; and~~
 - ~~f. Verification of employment history.~~

~~B. Disclosure to the Applicant~~

- ~~1. Transit may obtain a background check report for employment purposes only when Transit certifies that:~~
 - ~~a. Written notice will be provided to the Applicant in clear and conspicuous disclosure that a consumer report may be obtained prior to procuring the background check report, in a document that consists solely for the disclosure;~~
 - ~~b. The Applicant must provide written consent for the employer to obtain a background check report; and~~
 - ~~c. Information from the consumer report shall not be used in violation of any state or federal equal employment opportunity law or regulation.~~

~~C. Pre Adverse Action (Step 1)~~

- ~~1. Before rejecting an Applicant based on information obtained in a background check report, Transit will follow a two-step adverse process required under the Fair Credit Reporting Act (FCRA). The first step shall include all of the following:~~
 - ~~a. Provide the Applicant with a copy of the consumer report that was obtained and relied upon to make the decision;~~
 - ~~b. Provide the Applicant with a copy of the FCRA's Summary of Your Rights Under the Fair Credit Reporting Act;~~
 - ~~c. Provide the Applicant contact information of the consumer reporting agency (CRA) or screening agency.~~
 - ~~d. The Applicant shall have five (5) business days to respond to dispute the finding within the report;~~
 - ~~e. If the Applicant notifies Transit within the five (5) business days disputing the accuracy of the report and the Applicant provides specific evidence that supports their claim, then the Applicant shall have an additional five (5) days to respond to the notice. Transit will consider the information submitted by the Applicant prior to making a final decision.~~

~~D. Adverse Action (Step 2)~~

1. ~~If a final decision is made to rescind a job offer, Transit will provide the Applicant a second notice as required under FCRA, within three (3) business days that the decision was made regarding the adverse action. The second notice shall include the following information:~~
 - a. ~~Written notice that the job offer is withdrawn due to results of the background check;~~
 - b. ~~Contact information of the CRA or screening agency;~~
 - c. ~~Notification that the CRA or screening agency did not make the decision to pursue adverse action and will not have an explanation for the adverse action;~~
 - d. ~~Notification that the Applicant can request a second copy of their background check report within sixty (60) days; and~~
 - e. ~~Notification that the Applicant can still dispute the results of the background report and/or file a complaint with the Department of Fair Employment and Housing~~
2. ~~If the Applicant requests a copy of a consumer report from Transit, within three (3) business days of receiving the Applicant's requests, together with proper identification, Transit must provide to the Applicant a copy of the report and a copy of the Applicant's rights pursuant to 15U.S.C. §1681g(c)(3).~~
3. ~~When a background check report contains information regarding an Applicant or employee's criminal history, Transit shall ensure compliance with the laws governing the consideration of an Applicant's or employee's criminal history as discussed above.~~

VI. Employer Use of Consumer Credit Reports

El Dorado Transit does not routinely utilize consumer credit reports as part of its pre-employment background screening process.

Should the Agency determine that a consumer credit report is necessary for a specific position, such reports shall be obtained only when authorized by applicable federal and California law and only for positions in which the use of a consumer credit report is legally permissible, job-related, and consistent with [applicable legal requirements](#).

Prior to obtaining a consumer credit report, the Agency shall comply with all applicable notice, disclosure, authorization, and adverse action requirements established by applicable federal and California law.

Any consumer credit report obtained by the Agency shall be treated as confidential and shall be accessed, used, disclosed, maintained, retained, and destroyed only as authorized by applicable federal and California law and in accordance with the Agency's records retention requirements.

- A. ~~Transit shall not use a consumer credit report for employment purposes unless the position of the person for whom the report is sought is any of the following~~
 1. ~~A managerial position~~
 2. ~~That of a sworn peace officer or other law enforcement position;~~
 3. ~~A position for which the information contained in the report is required by law to be disclosed or obtained;~~
 4. ~~A position that involved regular access to all of the following types of information of any~~

- ~~one person;~~
- ~~a. Bank or credit card account information~~
- ~~b. Social security number(s)~~
- ~~c. Date of birth;~~
- ~~d. A position in which the person is, or would be, any of the following²~~
 - ~~i. A named signatory on the bank or credit card account of the employer;~~
 - ~~ii. Authorized to transfer money on behalf of the employer; and/or~~
 - ~~iii. Authorized to enter into financial contracts on behalf of the employer~~
- ~~e. A position that involves access to confidential or proprietary information, including a formula, pattern, compilation, program, device, method, technique, process or trade secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons, who may obtain economic value from the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the circumstances to maintain secrecy of the information~~
- ~~5. A position that involves a regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.~~

VII. Failure to Disclose by Prospective Employees

Prospective employees are expected to provide complete, accurate, and truthful information throughout the employment process, including information provided on employment applications, supplemental questionnaires, post-conditional offer forms, background investigation documents, and during interviews or other employment-related inquiries.

A prospective employee who knowingly provides materially false, misleading, incomplete, or omitted material information, or who knowingly falsifies or misrepresents information related to employment qualifications, criminal history, education, employment history, professional licenses or certifications, driving record, or any other information lawfully requested by the Agency, may be disqualified from further consideration for employment or may have a conditional offer of employment withdrawn, to the extent permitted by applicable law. The Agency shall not treat an applicant's failure to disclose information that the applicant was not legally required or permitted to disclose as a misrepresentation or other adverse factor.

The Agency recognizes that applicants may inadvertently omit or inaccurately report information. Prior to making an adverse employment decision based upon an alleged omission or misrepresentation, the Agency may provide the prospective employee with an opportunity to clarify or correct the information when appropriate.

Nothing in this section shall prohibit the Agency from taking appropriate action when the Agency determines that an applicant has knowingly or intentionally falsified documents, submitted fraudulent information, altered official records, or otherwise engaged in deception during the employment process.

The Agency shall evaluate all relevant facts and circumstances before making a final determination under this section and shall ensure that any employment decision is made in a fair, consistent, and nondiscriminatory manner in accordance with applicable federal and California law.

When a background investigation reveals that a prospective employee who has applied for a position with Transit was dishonest by failing to disclose a conviction on their Post-Conditional Offer Criminal History Inquiry Form, the prospective employee will no longer be eligible for employment.

VIII. Addition of Job Classifications

As organizational needs change, the Agency may establish new job classifications or substantially modify the duties and responsibilities of existing classifications.

Prior to implementing a newly established classification or substantially modifying the duties of an existing classification, the Human Resources Manager shall evaluate the position to determine the appropriate pre-employment screening requirements, including any background check reports, fingerprint-based criminal history checks, driving record reviews, consumer credit reports, professional license verifications, drug and alcohol testing, or other legally authorized screening requirements applicable to the position.

The Human Resources Manager shall ensure that any required background check reports or pre-employment screening requirements are consistent with applicable federal and California law, the essential functions of the position, and any applicable job-relatedness, business necessity, or other legal standards governing the particular screening requirement, and Agency policy.

Any revisions to the Agency's background check requirements resulting from the creation of new job classifications or changes in applicable law may be implemented through administrative procedures, provided such revisions remain consistent with this Board Policy and applicable legal requirements.

Nothing in this section shall limit the Agency's authority to establish or modify minimum qualifications, pre-employment requirements, or background screening standards for any position as authorized by law.

Addition of New Job Classifications

A position that is not included in the list attached to this Board Policy shall be considered added if it is established by the Board of Directors at the time it adopts the job classification specification for the position that a DMV, Criminal Background Investigations or Credit check is required.

IX. Responsible Authorities

The successful administration of this policy requires the cooperation of Agency management, supervisors, employees, and individuals designated to administer background investigations and Criminal Offender Record Information (CORI). Responsibilities under this policy shall be assigned as follows:

A. Board of Directors

The Board of Directors shall establish and adopt policies governing background investigations, criminal history inquiries, consumer credit reports, Criminal Offender Record Information (CORI), and related employment practices. The Board shall retain authority to approve amendments to this policy as necessary to ensure compliance with applicable federal and California law.

B. Executive Director

The Executive Director shall have overall responsibility for ensuring Agency compliance with this policy and shall provide administrative oversight for its implementation.

The Executive Director may delegate administrative responsibilities under this policy as appropriate; however, such delegation shall not relieve the Executive Director of overall responsibility for ensuring compliance with applicable laws, regulations, and Agency policy.

C. Human Resources Manager

The Human Resources Manager shall be responsible for administering this policy and overseeing the Agency's background investigation process.

Responsibilities of the Human Resources Manager include, but are not limited to:

1. Coordinating pre-employment background investigations and criminal history inquiries;
2. Ensuring compliance with applicable federal and California employment laws;
3. Conducting or coordinating individualized assessments when required;
4. Maintaining employment records related to background investigations;
5. Coordinating required notices associated with criminal history reviews and consumer reports;
6. Ensuring confidential handling of criminal history information;
7. Recommending employment actions consistent with this policy; and
8. Coordinating with the Executive Director, legal counsel, the Custodian of Records, and other appropriate personnel regarding background investigation matters when necessary.

D. Custodian of Records

The Agency's designated Custodian of Records shall be responsible for receiving, maintaining, safeguarding, and controlling access to Criminal Offender Record Information (CORI) in accordance with California Department of Justice requirements.

Responsibilities include, but are not limited to:

1. Ensuring access to CORI is limited to authorized individuals with a legitimate business need;
2. Maintaining the confidentiality and security of criminal history information;
3. Ensuring proper storage, transmission, retention, and destruction of CORI;
4. Reporting actual or suspected CORI security incidents and ensuring appropriate response actions are taken in accordance with applicable DOJ requirements and other applicable law.
5. Maintaining required DOJ authorizations, certifications, and documentation; and
- 4-6. Coordinating required security awareness and related compliance activities applicable to CORI. —Performing all other duties required by applicable law and current DOJ requirements, including requirements relating to CORI security, dissemination, training, access, incident reporting, and destruction.

E. Managers and Supervisors

Managers and supervisors shall support the implementation of this policy by:

1. Maintaining the confidentiality of background investigation information;
2. Reporting any suspected misuse or unauthorized disclosure of confidential information;

3. Consulting with Human Resources regarding employment decisions involving background investigation information; and
4. Complying with all applicable Agency policies related to criminal history information and employment practices.

Managers and supervisors shall not independently obtain, review, retain, or disclose Criminal Offender Record Information unless specifically authorized to do so.

F. Employees

Employees who have authorized access to confidential background investigation information or Criminal Offender Record Information (CORI) shall:

1. Protect the confidentiality of such information;
2. Access information only as authorized and only for legitimate Agency business;
3. Immediately report any actual or suspected security incident, unauthorized access, loss, or disclosure of confidential information; and
4. Comply with all applicable federal and California laws, DOJ requirements, Agency policies, and security procedures governing criminal history information.

Failure to comply with the requirements of this policy may result in disciplinary action, up to and including termination of employment, and may subject the individual to civil or criminal penalties as provided by law.

Board of Directors:

~~The Board of Directors is responsible for reviewing and adopting all procedures within the Board Policy E-5. The policy establishes the types of background checks appropriate for specific job classifications, or positions within a classification, and the categories of crimes and consumer credit reports for which certain job applicants may be determined ineligible for employment by Transit.~~

A. Executive Director:

~~The Executive Director is responsible for periodic updates of the policy and for designating a Records Security Officer (RSO) who meets the State of California DOJ, Custodian of Records for Live Scan Service requirements.~~

B. Human Resources:

~~The Human Resources Department is responsible for:~~

- ~~1. Ensuring that Transit's employment application process complies with applicable laws regarding the disclosure of criminal background information / credit check.~~
- ~~2. Procuring a third party to administer fingerprinting of designated applicants on Live Scan equipment and obtain background screening reports for applicants and employees.~~
- ~~3. Ensuring written permission is obtained from individuals prior to obtaining a copy of their criminal history or credit report.~~
- ~~4. Provide written notification to individuals regarding their status in the hiring process.~~

- ~~5. Obtaining and maintaining the budget to support background checks.~~
- ~~6. Determining which job classifications and positions within classifications will be subjected to credit and/or criminal background checks.~~

X. Personally Owned Devices

Criminal Offender Record Information (CORI) shall not be accessed, processed, stored, transmitted, photographed, downloaded, copied, or maintained on personally owned computers, tablets, mobile phones, removable media, cloud storage services, or other personally owned electronic devices unless specifically authorized by the Agency's Custodian of Records and permitted under applicable DOJ requirements, the FBI CJIS Security Policy, and other applicable federal and California law. Any authorized use shall comply with all applicable security requirements.

XI. Electronic Transmission of CORI

CORI shall not be transmitted by unsecured electronic mail, text message, or other unencrypted electronic communication methods. Any authorized electronic transmission of CORI shall be conducted using methods and safeguards that comply with applicable DOJ requirements, the FBI CJIS Security Policy, and other applicable federal and California law.

XII. Security Incident Reporting

Any employee who becomes aware of an actual or suspected unauthorized access, disclosure, loss, theft, misuse, or compromise of Criminal Offender Record Information (CORI) shall immediately notify the Agency's Custodian of Records or Human Resources Manager.

Upon notification of an actual or suspected security incident involving CORI, the Custodian of Records shall promptly investigate the incident, implement appropriate corrective actions, document the incident, and make any notifications or reports required by DOJ requirements or other applicable federal or California law.

The Agency shall maintain documentation of all reportable security incidents and any corrective actions taken in accordance with applicable records retention requirements.

XIII. Attachments and Forms

The following attachments and forms are incorporated by reference into this policy and shall be maintained by the Human Resources Department. The Human Resources Manager, in coordination with the Agency's Custodian of Records when applicable, may revise Agency forms to reflect changes in applicable law, administrative procedures, or operational needs, provided such revisions do not alter the substantive requirements of this Board Policy. Official forms issued by the DOJ shall be maintained and used in the current version prescribed or approved by the DOJ, as applicable.

The following forms are associated with this policy:

- Attachment A – Pre-Employment Screening Requirements

- Attachment B – Post-Conditional Offer Criminal History Inquiry
- Attachment C – Individualized Assessment Worksheet
- Attachment D – Preliminary Notice of Potential Adverse Employment Action
- Attachment E – Final Notice of Adverse Employment Action
- California Department of Justice Employee Statement Form (BCIA 9006)

The Human Resources Manager shall ensure that all forms associated with this policy remain consistent with applicable federal and California law, California Department of Justice requirements, Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy requirements, and Agency administrative procedures.

When the Agency utilizes a third-party consumer reporting agency to obtain consumer reports or investigative consumer reports, the Agency shall use the disclosures, authorizations, notices, and forms required by applicable federal and California law [and the applicable consumer reporting agency's procedures](#).

Nothing in this section shall prohibit the Agency from creating additional administrative forms or revising existing forms as necessary to implement this policy, provided such revisions do not conflict with the provisions of this Board Policy.

~~Attachment A—Job Classifications and Level of Background Check Required~~

~~Attachment B—Post Conditional Offer Criminal History Inquiry Form~~

~~Attachment C—FCRA Authorization to Obtain Consumer Report~~

~~(Background or Credit Check)~~

Job-Classifications and Level of Background Check Required—

Job-Classification:	Reason:	Type:
Administrative-Coordinator	Access to IT and other agency-confidential information	Credit Check/Criminal-Background/Drug Testing
Custodian	Safety Sensitive	Criminal Background/DMV-Drug Testing
Equipment Technician-I/II	Safety Sensitive	Criminal Background/DMV-Drug Testing
Executive Director	Signatory on bank-account/Master Key Access	Credit Check/Criminal-Background/Drug Testing
Finance Manager	Fiduciary responsibility	Credit Check/Criminal-Background/Drug Testing
Fiscal Technician I/II	Fiduciary responsibility	Credit Check/Criminal-Background/Drug Testing
Human Resources-Manager	Custodian of Records; Drug & Alcohol Program-Manager/Master Key Access	Credit Check/Criminal-Background/Drug Testing
Maintenance & Facilities Supervisor	Safety Sensitive	Criminal Background/DMV-Drug Testing
Maintenance-Technician	Safety Sensitive	Criminal Background/DMV-Drug Testing
Office Assistant I/II	Access to confidential public-information	Drug Testing/ Criminal-Background
Operations Manager	Safety Sensitive/Master Key-Access	Drug Testing/Criminal-Background/Credit Check/DMV
Planning & Marketing-Manager	Safety Sensitive	Criminal Background/DMV-Drug Testing
Safety Coordinator	Safety Sensitive	Criminal Background/DMV-Drug Testing
Transit Dispatcher	Safety Sensitive	Criminal Background/DMV-Drug Testing
Extra Help Transit-Dispatcher	Safety Sensitive	Criminal Background/DMV-Drug Testing
Transit Operator	Safety Sensitive	Criminal Background/DMV-Drug Testing
Extra Help Transit-Operator	Safety Sensitive	Criminal Background/DMV-Drug Testing
Transit Operations-Supervisor	Safety Sensitive	Criminal Background/DMV-Drug Testing

POST-CONDITIONAL OFFER CRIMINAL HISTORY INQUIRY

Equal Employment Opportunity Policy: ~~We are committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.~~

Name _____
 (Print) _____ Last _____ First _____ Middle _____

~~Have you ever pled guilty or “no contest” to, or been convicted of, a misdemeanor or felony?~~

~~[] Yes [] No~~

~~If yes, please give the date(s) and details:~~

~~Do not include minor traffic infractions, convictions for which the record has been sealed or expunged, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to and participation in any pretrial or post trial diversion programs, any conviction that has been judicially dismissed or ordered sealed, juvenile court adjudications, and misdemeanor-marijuana-related convictions that occurred over two years ago in answering these questions.~~

~~Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial? [] Yes [] No~~

~~If yes, please give the date (s) and details:~~

~~Answering “Yes” to the preceding questions will not result in an automatic bar to employment. Factors including the nature and gravity of the offense, the time that has passed since the offense and completion of your sentence, and the nature of the job will be considered. Further, if the Company tentatively decides to withdraw its offer of employment based on your criminal history you will be given an opportunity to submit evidence challenging the accuracy of the conviction record, to offer evidence of rehabilitation or mitigating circumstances, or both, before the decision becomes final.~~

~~I hereby state that all the information that I have provided on this form is true, complete and accurate. I understand that if the information I have provided is found to be false or incomplete in any respect, the conditional offer of employment will be withdrawn immediately, or if I am employed, I will be subject to immediate termination.~~

 Date

 Signature of Applicant

~~FCRA Authorization to Obtain a Consumer Report (Background/Credit Check)~~

~~Pursuant to the federal Fair Credit Reporting Act, I hereby authorize El Dorado Transit and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; and any other public records.~~

~~I, _____, authorize the complete release of these records or data pertaining to me that an individual, company, firm, corporation or public agency may have. I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge of me to furnish El Dorado Transit Authority or its designated agents with any and all information in their possession regarding me in connection with an application of employment. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.~~

~~I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.~~

Signature of Applicant

Date

Printed Name of Applicant

Pre-Employment Screening Requirements

Board Policy E-5

Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security

The following identifies the standard pre-employment screening requirements for prospective employees of the El Dorado County Transit Authority. Additional screening may be required based on the duties of the position, applicable federal or California law, or Agency policy.

Screening Requirement	Applies To
DOJ Live Scan / Criminal Background Check	Positions for which a fingerprint-based criminal history check is required or lawfully authorized and designated as a requirement for the position
Pre-Employment Physical Examination	Positions for which a physical examination is required or lawfully authorized
Pre-Employment Drug Test	Positions for which pre-employment drug testing is required or lawfully authorized
Employment Verification	All prospective employees, as applicable
Education / License Verification	Positions requiring a degree, certification, license, or other credential
DMV Driver Record Review	Positions requiring operation of an Agency vehicle or possession of a valid driver's license
DOT Physical Examination	All employees entering DOT safety-sensitive positions

Screening Requirement	Applies To
DOT Drug & Alcohol Testing Program	All employees entering DOT safety-sensitive positions
DOT Previous Employer Drug & Alcohol Inquiry	Applicants for DOT safety-sensitive positions who previously performed DOT-regulated safety-sensitive duties, in accordance with 49 CFR Part 40.25.
Consumer Credit Report	Only when authorized by applicable federal and California law and approved by the Agency for a position in which such reports are legally permissible

Notes

1. Prospective employees shall complete the background investigation and screening requirements applicable to the position, including a fingerprint-based criminal history check through the California Department of Justice (DOJ) when such a check is required or lawfully authorized and identified as a requirement for the applicable position. Applicants required to complete fingerprint-based criminal history background checks shall complete all California Department of Justice (DOJ) Live Scan forms, privacy notices, and acknowledgements required by the DOJ at the time of fingerprint submission.
2. For applicants entering **DOT safety-sensitive positions**, the Agency shall obtain the applicant's written authorization and request applicable DOT drug and alcohol testing history from prior DOT-regulated employers in accordance with **49 CFR Part 40.25**. The inquiry includes prior positive drug tests, alcohol test results of 0.04 or greater, refusals to test, other DOT drug and alcohol violations, and completion of any required return-to-duty process.
3. Applicants selected for positions requiring a Class B Commercial Driver License (CDL) with Passenger Endorsement who do not already possess the required license may, at the Agency's discretion, be provided Agency-sponsored

training to obtain the required license and endorsements. Employees in these positions shall successfully obtain and maintain the required CDL with Passenger Endorsement, a valid DOT Medical Examiner's Certificate, and comply with all applicable DOT drug and alcohol testing requirements as a condition of continued employment.

4. Additional pre-employment screening may be required when permitted or required by applicable federal or California law and applicable to the position.
5. El Dorado Transit does not routinely utilize consumer credit reports as part of its pre-employment screening process. Should the Agency determine that a consumer credit report is necessary for a specific position, it shall be obtained only as authorized by applicable federal and California law and in accordance with Board Policy E-5.

POST-CONDITIONAL OFFER CRIMINAL HISTORY INQUIRY

Equal Employment Opportunity Policy: El Dorado Transit is committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

Applicant Information: Name:

(Print) Last, First, Middle

Criminal History Disclosure

Pursuant to California Government Code § 12952 (Fair Chance Act), an employer may not consider or inquire into an applicant's criminal history before making a conditional offer of employment. The following inquiries are permitted only after a conditional offer has been extended.

Have you ever been **convicted** of a misdemeanor or felony?

☐ Yes ☐ No

If yes, please provide the date(s) and details of the conviction(s):

Important Exclusions:

In responding to this question, **DO NOT** include any of the following:

- Arrests that did not result in a conviction (except for pending charges under certain circumstances)
- Participation in a pretrial or post-trial diversion program
- Convictions that have been sealed, dismissed, expunged, or statutorily eradicated
- Juvenile adjudications (crimes committed under the age of 18)
- Non-felony marijuana-related offenses that are more than two years old

Pending Charges Disclosure:

Do you have any pending criminal charges for which you are out on bail or released on your own recognizance?

☐ Yes ☐ No

If yes, please provide the date(s) and details of the pending charge(s):

Applicant Rights and Fair Consideration:

Answering "Yes" will **not** result in automatic disqualification from employment. Factors considered include:

- The nature and gravity of the offense
- The time elapsed since the offense and completion of the sentence
- The nature of the job being sought

If El Dorado Transit tentatively decides to withdraw an offer of employment based on criminal history, you will be notified in writing and given an opportunity to:

1. Challenge the accuracy of the conviction record
2. Provide evidence of rehabilitation or mitigating circumstances
3. Submit additional information before the final decision is made

I hereby affirm that all information provided is true, complete, and accurate. I understand that providing false or incomplete information may result in withdrawal of the conditional offer or termination of employment.

Date

Signature of Applicant



Attachment C

Individualized Assessment Worksheet

Board Policy E-5

Background Investigations, Criminal History Inquiries, Criminal Offender Record Information (CORI), and Records Security

Applicant Information

Applicant Name: _____

Position Applied For: _____

Department: _____

Date of Conditional Offer: _____

Date Criminal History Reviewed: _____

Criminal History Information Reviewed

Describe the conviction(s) being evaluated:

Individualized Assessment

Prior to making an adverse employment decision based on criminal history, El Dorado Transit shall conduct an individualized assessment in accordance with Board Policy E-5 and applicable federal and California law.

1. Nature and Gravity of the Offense

Describe the nature and seriousness of the conviction(s):

El Dorado Transit

Board Policy E-5 – Attachment C

Individualized Assessment Worksheet 118



2. Time Passed Since the Offense or Completion of Sentence

Date of Conviction: _____

Date Sentence Completed (if applicable): _____

Time elapsed since the offense or conduct and (if applicable) completion of the sentence:

Comments:

3. Nature of the Position

Describe the essential functions and responsibilities of the position.

4. Relationship Between the Conviction and the Position

Does the nature of the conviction have a direct and adverse relationship to one or more specific duties of the position? ☐ Yes

☐ No

If yes, explain:



5. Applicant Response

Did the applicant provide additional information?

☐ Yes

☐ No

If yes, describe the information considered:

☐ Evidence of rehabilitation

☐ Employment history

☐ Education or training

☐ Character references

☐ Community involvement

☐ Mitigating circumstances

☐ Other: _____

Summary:

6. Additional Factors Considered

Assessment Determination

☐ Criminal history is **not disqualifying**.

☐ Proceed with employment.



☐ Additional information required.

Explain:

☐ Preliminary determination that criminal history may disqualify the applicant.

Proceed with Attachment D – Preliminary Notice of Potential Adverse Employment Action.

Final Determination

☐ Conditional Offer Maintained

☐ Conditional Offer Withdrawn

Reason:

Review

Completed By:

Name: _____

Title: _____

Date: _____

Reviewed By (if applicable):

Name: _____

Title: _____



Date: _____

Confidential

This document contains confidential employment information and shall be maintained separately from the employee's personnel file. Access shall be limited to authorized individuals with a legitimate business need in accordance with Board Policy E-5 and applicable federal and California law.



EL DORADO TRANSIT

6565 Commerce Way

Diamond Springs, CA 95619

Attachment D

Board Policy E-5

Preliminary Notice of Potential Adverse Employment Action

Date: _____

Applicant: _____

Position: _____

Department: _____

Dear _____,

Thank you for your interest in employment with El Dorado Transit.

Following your conditional offer of employment, the Agency conducted a criminal history review in accordance with Board Policy E-5 and applicable federal and California law.

Based upon the information received, El Dorado Transit has made a **preliminary determination** that the conviction history identified below may disqualify you from the position identified above. **This is not a final employment decision.**

The conviction(s) that formed the basis for this preliminary determination are:

Before making a final determination, the Agency is providing you with an opportunity to respond to the information being considered.

You May Submit Information Including:

- Information challenging the accuracy or completeness of the criminal history record;
- Evidence of rehabilitation or good conduct;



- Information regarding the circumstances surrounding the conviction(s);
- Employment history following the conviction(s);
- Educational achievements, training, or certifications;
- Character references; and
- Any other information you believe the Agency should consider.

If the Agency relied upon a criminal history report or other criminal history information, a copy is enclosed, to the extent required by applicable law.

Your response must be received no later than:

Response Due Date: _____

You will have no less than five (5) business days from receipt of this notice to submit your response. If you notify the Agency in writing that you are disputing the accuracy of the criminal history information and are taking steps to obtain supporting documentation, the Agency will provide the additional time required by applicable law before making a final employment decision.

Responses may be submitted to:

Human Resources Manager

El Dorado Transit

6565 Commerce Way

Diamond Springs, CA 95619

sahart@eldoradotransit.com

If you notify the Agency that you are disputing the accuracy of the criminal history information and are taking steps to obtain supporting documentation, the Agency will provide the additional time required by applicable law before making a final employment decision.

The Agency will consider any timely information you submit before making a final determination, including information concerning the accuracy of the conviction history and evidence of rehabilitation or mitigating circumstances. The Agency will complete any individualized assessment required by applicable law before making a final adverse employment decision based on conviction history.



After considering any information you submit, the Agency will make a final determination and notify you in writing.

If no response is received by the date listed above, the Agency will proceed with its final review based upon the information available.

Sincerely,

Steffi Ahart
Human Resources Manager
El Dorado Transit

Attachments Provided

- ☐ Copy of criminal history report or other criminal history information relied upon (when required or permitted by law)
- ☐ Copy of Board Policy E-5, if requested
- ☐ Other:

Agency Use Only

Date Issued: _____

Method of Delivery:

- ☐ U.S. Mail
- ☐ Certified Mail
- ☐ Email
- ☐ Hand Delivered

Issued By: _____



EL DORADO TRANSIT
6565 Commerce Way
Diamond Springs, CA 95619

Attachment E
Board Policy E-5

Final Notice of Adverse Employment Action

Date: _____

Applicant Name: _____

Position Applied For: _____

Dear _____,

Thank you for your interest in employment with El Dorado Transit.

Following the conditional offer of employment for the position identified above, the Agency conducted a criminal history review in accordance with Board Policy E-5 and applicable federal and California law.

On _____, you were provided with a **Preliminary Notice of Potential Adverse Employment Action** and given the opportunity to respond to the criminal history information under consideration. The Agency has carefully considered all available information, including any response or documentation you submitted.

After completing the required individualized assessment and considering the information you provided, El Dorado Transit has determined that the criminal history information has a direct and adverse relationship to one or more of the specific duties of the position. Accordingly, the Agency is withdrawing its conditional offer of employment.

This decision was based upon consideration of the following factors:

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense or completion of the sentence;
- The nature and responsibilities of the position;
- Information provided by you, if any, regarding rehabilitation, mitigating circumstances, employment history, education, training, or other relevant factors; and
- Any other factors required or permitted by applicable law.



This decision applies only to the position identified in this notice and does not prohibit you from applying for future employment opportunities with El Dorado Transit, unless otherwise prohibited by law or Agency policy.

If you believe this decision was based on inaccurate conviction history information, that the Agency did not consider information you timely submitted, or that the Agency otherwise failed to comply with applicable law, you may contact the Human Resources Manager using the information below. You may also file a complaint with the California Civil Rights Department (CRD) regarding an alleged violation of applicable fair employment laws. **Human Resources Manager**

El Dorado Transit
6565 Commerce Way
Diamond Springs, CA 95619
Email: sahart@eldoradotransit.com

Thank you for your interest in employment with El Dorado Transit, and we wish you success in your future endeavors.

Sincerely,

Steffi Ahart
Human Resources Manager
El Dorado Transit



Agency Use Only

Date Preliminary Notice Issued: _____

Date Applicant Response Received (if applicable): _____

☐ No response received

☐ Response reviewed prior to final determination

Individualized Assessment Completed: ☐ Yes ☐ No

Final Determination Date: _____

Issued By: _____

Method of Delivery:

☐ U.S. Mail

☐ Certified Mail

☐ Email

☐ Hand Delivery

Confidential

This document contains confidential employment information and shall be maintained separately from the employee's personnel file. Access shall be limited to authorized individuals with a legitimate business need in accordance with Board Policy E-5 and applicable federal and California law.

AGENDA ITEM 2 C
Action Item

MEMORANDUM

DATE: October 1, 2026

TO: El Dorado County Transit Authority

FROM: Erik Bergren, Planning and Marketing Manager

SUBJECT: Fiscal Year 2025/26 Administrative Operations Report

REQUESTED ACTION:
BY MOTION,

Receive and file the **Fiscal Year 2025/26 Administrative Operations Report**

BACKGROUND

As a recipient of Transportation Development Act (TDA) funds, El Dorado County Transit Authority (El Dorado Transit) is required to report performance measures as defined in the Public Utilities Code Chapter 4, Article 1, Section 99247. The Administrative Operations 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 with a detailed comparison by individual service. For comparison purposes, the Administrative Operations Report also includes data from the prior fiscal year.

DISCUSSION

The Fiscal Year 2025/26 Administrative Operations Report (Administrative Operations Report) provides an overview of El Dorado Transit operations for the reporting period July 1, 2025 through June 30, 2026.

As noted in the Administrative Operations Report, El Dorado Transit provides four (4) distinct types of public transportation: Demand Response, Motor Bus (Local Fixed Routes), Commuter Bus (Commuter Services), and Special Event Services. The purpose of each service varies, therefore, goals and objectives for performance are considered separately.

The report provides operational statistics, revenues, expenses and performance measures by route, mode, and system. To effectively review performance, it is necessary to separate the four (4) modes and compare services within each mode.

Lingering pandemic related factors continue to affect ridership during the reporting period. However, Commuter Bus (Commuter Services) ridership continues to increase sharply due to the return to office mandate for downtown Sacramento workers. Overall ridership and fare revenue numbers were higher than the previous year for the reporting period.

The following sections discuss the general performance of the various service modes during the July 2025 to June 2026 reporting period:

- Demand Response ridership increased by 1,107 trips during the period, or 4.6%. Passenger trips per revenue hour stayed flat at 2.3.
- Motor Bus (Local Fixed Route) ridership stayed flat during the reporting period, increasing by 96 trips, or less than .02%. Passenger trips per revenue hour stayed flat, decreasing from 5.9 to 5.8.
- Commuter Bus (Commuter Services) ridership increased by 9,209 one-way passenger trips or 14.4%, to 72,927 during the period. Passenger trips per revenue hour decreased slightly from 9.3 to 8.6 or 7.5%.
- Special Event Service ridership included the El Dorado County Fair Shuttle. El Dorado Transit provided 13,049 passenger trips during the four (4) days of the fair. This was a 22.8% increase over the previous year.
- Systemwide ridership increased by 12,841 one-way passenger trips or 5.4% to 247,788 during the period. Systemwide passenger trips per revenue hour decreased slightly from 5.8 to 5.7 due to increasing the number of revenue vehicles in service to meet demand.

Additional performance measures discussed in the report include fares, operating expenses, road calls, and monthly ridership trends.

FISCAL IMPACT

None



Fiscal Year 2025/26
Administrative Operations Report



Photo by Leslie Thomas

October 1, 2026

Fiscal Year 2025/26

Administrative Operations Report

El Dorado County Transit Authority

2026 Board of Directors

Chair:	Brian Veerkamp, El Dorado County Board of Supervisors, District 3
Vice Chair:	Jackie Neau, Placerville City Council
Directors:	Lori Parlin, El Dorado County Board of Supervisors, District 4 David Yarbrough, Placerville City Council George Turnboo, El Dorado County Board of Supervisors, District 2
Alternate Directors:	John Clerici, Placerville City Council Greg Ferrero, El Dorado County Board of Supervisors, District 1
Executive Director:	Brian James, El Dorado County Transit Authority

Mission Statement

To serve our community with safe and dependable public transit that reduces traffic and supports cleaner air while providing outstanding customer service.

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383
www.eldoradotransit.com

Introduction

The El Dorado County Transit Authority (El Dorado Transit) provides public transportation on the western slope of El Dorado County under authority of a Joint Powers Agreement (JPA) with the County of El Dorado and the City of Placerville.

The El Dorado Transit Fiscal Year 2025/26 Administrative Operations Report is prepared to apprise the board and public on transit operations over fiscal year (FY) 2025/26 (July 1, 2025 to June 30, 2026). In addition, this report presents a comparison of performance measures for the prior fiscal year.

Due to the COVID-19 virus and physical distancing regulations, Older Adult Day Services closed on March 13, 2020, and the Mother Lode Rehabilitation Enterprises (M.O.R.E.) facility closed on March 16, 2020 but has been partially reinstated.

Organizational Structure

The El Dorado Transit Board of Directors includes three (3) appointments from the County of El Dorado Board of Supervisors and two (2) appointments from the Placerville City Council.

El Dorado Transit provides public transit services with sixty six (66) allocated Full-Time Equivalent (FTE) employees. The six (6) person management team includes the Executive Director, Operations Manager, Human Resources Manager, Fiscal Manager, Safety and Training Manager and the Planning and Marketing Manager. The Executive Director works under the direction and authority of the Board of Directors with the support of one (1) Executive Assistant/Clerk of the Board.

The Operations Manager provides direct supervision and support to three (3) Operations Supervisors, and one (1) Fleet and Facilities Supervisor. The Operations Supervisors are responsible for incident response as well as supervising and scheduling thirty-five (35) allocated FTE Transit Operators and four (4) allocated FTE Transit Dispatchers. The Fleet and Facilities Supervisor has fullcharge management oversight of fleet maintenance, regulatory compliance and facility maintenance and is responsible for training, supervising, and scheduling four (4) allocated Fleet Mechanics, two (2) allocated Parts and Maintenance Specialists and two (2) allocated Fleet and Facilities Custodians with the support of one (1) Fleet and Facilities Lead.

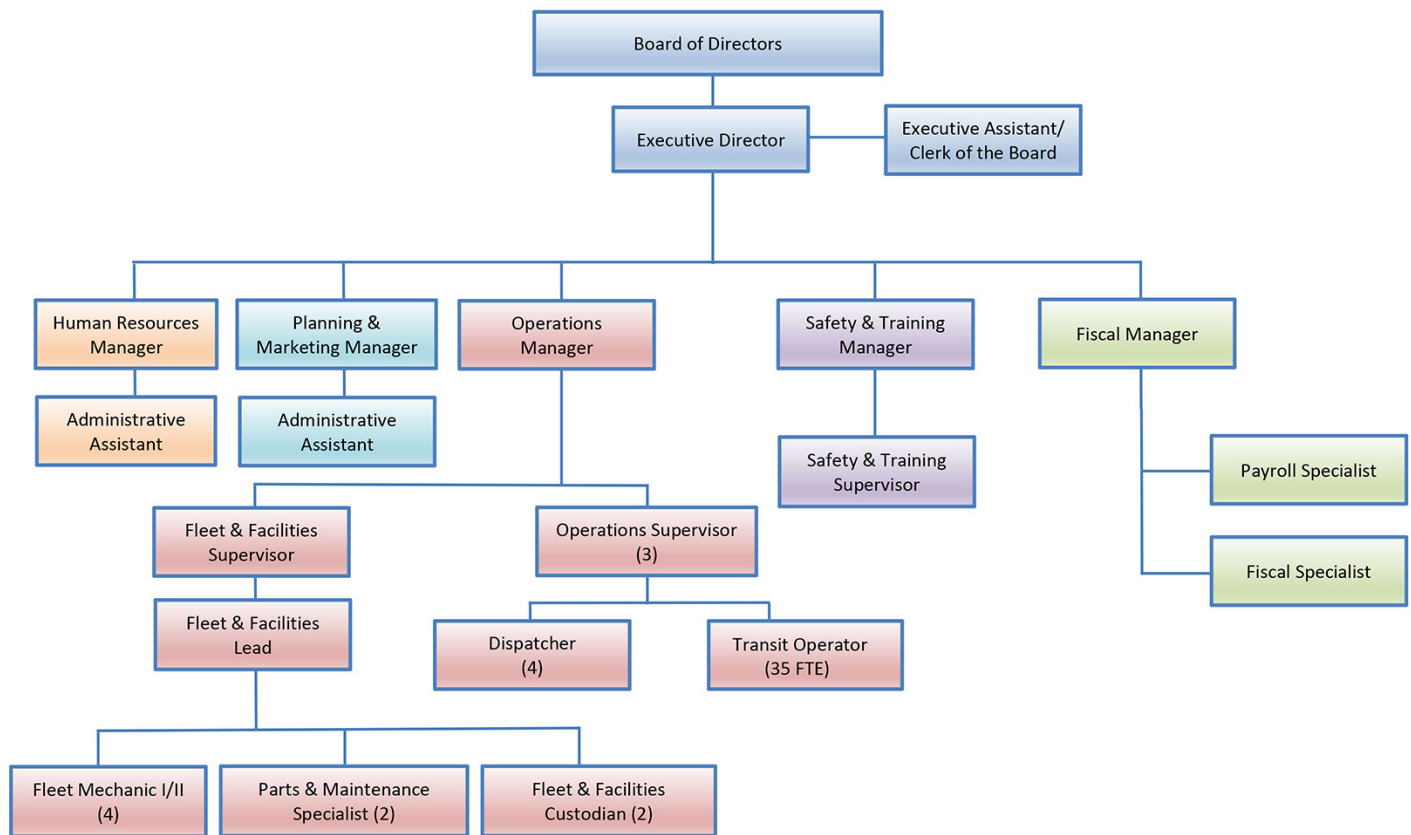
The Human Resources Manager oversees all human resources and related administrative duties with the support of one (1) allocated Administrative Assistant.

The Fiscal Manager oversees financial and accounting functions including payroll, insurance oversight, risk management, in-house bookkeeping, purchasing, and grant administration with the support of one (1) Payroll Specialist, and one (1) Fiscal Specialist.

The Planning and Marketing Manager controls transit-related planning, marketing, public outreach, customer service, grant writing and project management with the support of one (1) allocated Administrative Assistant.

El Dorado Transit contracts for professional support services such as financial auditing, legal counsel, and project management.

The following Organizational Chart outlines the agency's staffing structure:



Service Description

Public transportation services provided by El Dorado Transit include Demand Response, Motor Bus (Local Fixed Routes), Commuter Bus (Commuter Routes) and Special Event Services which include annual services funded through local air quality management grants for vehicle emissions reduction.

Demand Response

Demand Response services include Dial-A-Ride and subscription Dial-A-Ride, Americans with Disabilities Act (ADA) Paratransit, SAC-MED, Mother Lode Rehabilitation Enterprises (M.O.R.E.) and the Older Adult Day Services program transportation.

Dial-A-Ride is a reservation service that operates seven (7) days a week providing curb-to-curb transportation for seniors and persons with disabilities. El Dorado Transit provided 12,266 one-way passenger trips during the reporting period.

ADA Paratransit service is a reservation-based service providing origin to destination transportation to eligible persons with disabilities. ADA Paratransit service is provided the same days and hours as the local fixed route bus services, within $\frac{3}{4}$ mile of the route service area. El Dorado Transit provided 4,345 one-way passenger trips during the reporting period.

SAC-MED is a non-emergency medical transportation service for the public traveling to medical appointments in Sacramento and Placer Counties. The service operates on Tuesday and Thursday each week. El Dorado Transit provided 586 one-way passenger trips during the reporting period.

M.O.R.E. client transportation is a contracted service. ALTA California Regional Center (ALTA) provides funding for the M.O.R.E client transportation through an agreement with El Dorado Transit. Clients are transported from home or an agreed pickup location to the M.O.R.E. program facility in Placerville, as well as to workplace sites. El Dorado Transit provided 7,853 one-way passenger trips during the reporting period.

Older Adult Day Services program clients are transported from home to the facilities in Placerville and El Dorado Hills on an individual subscription basis, Monday through Friday. The program was closed due to COVID-19 restrictions, and El Dorado Transit has been providing limited trips through our Dial-A-Ride service since reopening.

The following table provides a year-to-year comparison of demand response services, noting an increase in trips, hours, and miles due to an increase in demand for ADA Paratransit and Dial-a-Ride services.

DEMAND RESPONSE COMPARISON				
Reporting Period: July 1, 2025 – June 30, 2026				
	FY 2025/26 (current)	FY 2024/25 (prior)	Difference	Percentage +/-
TRIPS	25,040	23,933	+1,107	+4.6%
HOURS	11,046	10,236	+810	+7.9%
MILES	209,372	183,828	+25,544	+13.9%

Motor Bus (Local Fixed Routes)

El Dorado Transit provides connecting bus service within the communities of Pollock Pines, Camino, Placerville, Diamond Springs, El Dorado, Shingle Springs, and Cameron Park with connections to El Dorado Hills and Folsom. The following table shows an increase in trips, hours, and miles for year-to-year comparison of Motor Bus services.

MOTOR BUS COMPARISON				
Reporting Period: July 1, 2025 – June 30, 2026				
	FY 2025/26 (current)	FY 2024/25 (prior)	Difference	Percentage +/-
TRIPS	136,772	136,676	+96	+0.1%
HOURS	23,533	23,279	+254	+0.7%
MILES	463,437	447,340	+16,097	+3.6%

Commuter Bus

Sacramento Commuter Bus services provide transportation between El Dorado County and downtown Sacramento during peak commute times, Monday through Friday. Eight (8) one-way routes operate in the morning and eight (8) in the afternoon between park-and-ride facilities in El Dorado County and several downtown stops. In addition, seven (7) Reverse Commute routes are available for passengers traveling from Sacramento to El Dorado County in the morning and from El Dorado County to Sacramento in the afternoon. The Reverse Commute services are offered on buses that would otherwise be empty while returning from or traveling to Sacramento to perform regular commuter routes. El Dorado Transit provided 62,900 one-way passenger trips during the reporting period.

In addition, an intercity service between the Sacramento Valley Station and South Lake Tahoe with stops in Cameron Park and Placerville was implemented in 2021. The service is operated by El Dorado Transit in partnership with the Capitol Corridor and Amtrak. El Dorado Transit provided 9,236 one-way passenger trips during the reporting period.

The following table provides a year-to-year comparison of Commuter Bus services, noting an increase in trips due to more passengers on the Sacramento Commuter and the Tahoe services.

COMMUTER BUS COMPARISON				
Reporting Period: July 1, 2025 – June 30, 2026				
	FY 2025/26 (current)	FY 2024/25 (prior)	Difference	Percentage +/-
TRIPS	72,927	63,718	+9,209	+14.4%
HOURS	8,519	6,885	+1,634	+23.7%
MILES	255,229	215,555	+39,674	+18.4%

Special Event Services

During the reporting period, El Dorado Transit operated the El Dorado County Fair Shuttle in June 2026. This project was funded in part through a grant administered by the El Dorado County Air Quality Management District (AQMD). El Dorado Transit provided 13,049 passenger trips during the four (4) days of the fair. This was a 22.8% increase over the previous year.

Performance Measures

Mandated Performance Reporting

The Transportation Development Act (TDA) guidelines require that public transit agencies report certain annual performance measures to their governing bodies, the regional transportation planning agency and to the office of the California State Controller. The California Transportation Budget Trailer Bill enacted via SB169 in 2026 extends the regulatory relief from some TDA performance and farebox requirements until July 1, 2027.

The following tables summarize and compare the systemwide performance measures for the reporting period:

SYSTEM WIDE COMPARISON				
Reporting Period: July 1, 2025 – June 30, 2026				
	FY 2025/26 (current)	FY 2024/25 (prior)	Difference	Percentage +/-
TRIPS	247,788	234,947	+12,841	+5.4%
HOURS	43,356	40,615	+2,741	+6.7%
MILES	929,414	848,195	+81,219	+9.5%

The following tables (Figures 1 and 2) summarize system wide performance measures for FY 2025/26 and FY 2024/25 as defined in the TDA guidelines:

Figure 1 Comparative Report for All Services

FISCAL YEAR KEY PERFORMANCE MEASURES FOR ALL SERVICES	2025/26	2024/25	Difference	Percentage Change +/-
Farebox Recovery Ratio (FBR)	11.45%	9.6%	+1.85%	+19.2%
Passenger Fares	\$1,107,916	\$938,666	+169,250	+18.0%
Average Fare/Passenger	\$4.47	\$4.00	+0.47	+11.7%
Operating Expenses	\$9,678,971	\$9,793,628	-114,657	+1.2%
Operating Cost/Passenger	\$39.06	\$41.68	-2.62	-6.2%
Operating Cost/Revenue Hour	\$223.24	\$241.13	+17.89	+7.4%
Operating Cost/Revenue Mile	\$10.41	\$11.55	-1.14	+9.8%
Road Calls	114	47	+67	+142%
Employees per TDA Guidelines (FTE)	66	62		

The Farebox Recovery Ratio (FBR) percentage represents the ratio of fare revenue collected to operating expenses. The standard FBR for El Dorado Transit is 12.2%. Using pre-pandemic inputs for comparison purposes, El Dorado Transit recovered 11.45% in FBR during the reporting period for an increase of 19.2% compared to the previous year. Regulatory relief in SB169 allows for the application of additional fare revenues under certain circumstances that would increase the FBR to well above the 12.2% standard.

Passenger fares increased due to increases in Local, and Commuter services. This in turn increased the Farebox Recovery Ratio and the Average Fare per Passenger. El Dorado Transit averaged 8,152 miles between road calls, which is right at the national average of 8,000 miles between road calls.

Figure 2 Passenger Trips per Revenue Hour Report for All Services

PASSENGER TRIPS PER REVENUE HOUR	2025/26	2024/25	Difference	Percentage Change +/-
Demand Response	2.3	2.3	0.0	0.0%
Motor Bus (Local Fixed Routes)	5.8	5.9	-0.1	-1.7%
Commuter Bus	8.6	9.3	-0.7	-7.5%
Systemwide Passenger Trips per Revenue Hour	5.7	5.8	-0.1	-1.7%

Passenger Trips per Revenue Hour represents the average number of passenger boardings per hour in all service types. Systemwide passenger trips per revenue hour stayed flat, decreasing 0.1% during the reporting period

Additional Performance Measures

Although not required by the TDA, El Dorado Transit prepares mid-year and annual reports of performance measures by mode and route. Statistical data summarized by service and mode are included for review as Attachment A (FY 2025/26) and Attachment B (FY 2024/25).

El Dorado Transit compares actual performance with performance standards for FBR and operating subsidy per passenger. The Short and Long-Range Transit Plan includes goals for Service Efficiency, Farebox Return Ratio and Operating Subsidy per Passenger.

The following table (Figure 3) shows the performance standards and the actual performance numbers for comparison:

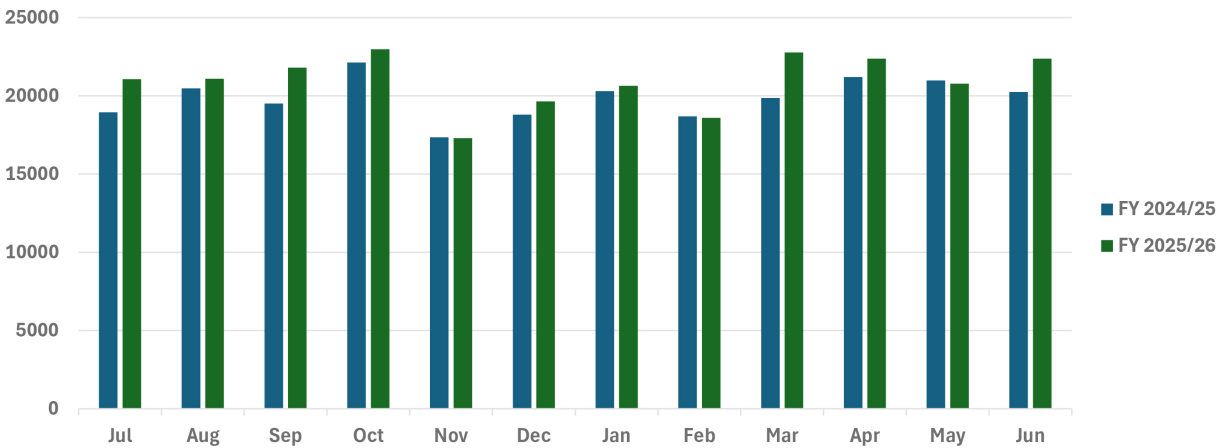
Figure 3. Comparative Report between Actual 2025/26 and Performance Standards

COMPARISON OF ACTUAL PERFORMANCE AND PERFORMANCE STANDARDS	Farebox Recovery Ratio	Operating Subsidy per Passenger	Passenger Trips per Revenue Hour
Motor Bus Routes Standard/Goal	>10.0%	<\$15.00	>5.0
Route 20 - Placerville	2.88%	\$34.18	6.0
Route 25 – Saturday Express	2.24%	\$51.13	4.8
Route 30 – Diamond Springs/El Dorado	2.88%	\$42.90	5.0
Route 40 – Cameron Park/Shingle Springs	2.82%	\$50.21	4.2
Route 50X – 50 Express	3.20%	\$33.67	6.6
Route 60 – Pollock Pines	3.52%	\$36.64	6.3
Total Motor Bus Routes – Average	3.05%	\$37.67	5.8
Demand Response Standard/Goal	N/A	<\$35.00	>2.0
Total Demand Response - Average	8.58%	\$95.22	2.3
Commuter Bus Standard/Goal	>50.0%	<\$5.00	>10.0
Total Commuter Bus – Average	34.15%	\$29.02	8.6

Monthly Ridership Trends

The following graph (Figure 4) compares monthly passenger boardings for FY 2025/26 and FY 2024/25 for all services excluding the Fair Shuttle:

Figure 4 Fiscal Year Monthly Boardings



Marketing and Outreach

The following were developed and/or conducted by El Dorado Transit staff, as appropriate, to heighten public awareness and promote transit services:

Passenger Materials

El Dorado Transit provides complete route and schedule information in printed brochures, and on the agency website which is available in more than one hundred languages. Schedules and route maps are updated regularly and made available on transit vehicles, bus stops and distributed through a network of outlets within the service area.

The agency website is maintained in-house and provides easy access to the most popular types of information including:

- Trip Planner
- Connect Card information
- Transit fares, passes and scrip ticket information and ordering
- Schedule and route information
- Americans with Disabilities Act (ADA) services
- Press Releases
- Legal Notices
- Service Alerts
- Employment information
- Board Agendas and Minutes

Print Advertising and Local Media

El Dorado Transit staff develops and distributes timely Press Releases to local news outlets to identify noteworthy activities and events. These commonly include:

- New, expanded, or modified services
- Opening of new facilities
- Delivery of new vehicles
- Special services
- Ridership growth
- Introduction of targeted promotional activities

In addition to news releases, the staff works with local news reporters to develop feature articles about the benefits of using transit.

Digital Outreach

El Dorado Transit staff distribute information to the public through social media tools such as Facebook, X (formally known as Twitter), and Instagram. Staff have continually been posting and developing content for user engagement. Passengers can sign up for rider alert emails that are sent whenever there is a disruption or change in services. Route information and real-time bus arrival information is available to passengers through the free RouteShout app and the El Dorado Transit website.

Direct Outreach

An ongoing public speaking program and mobility training is conducted to build a positive image within the community, build awareness of the services El Dorado Transit offers, and instruct both potential riders and gatekeepers on how to use the transit system. El Dorado Transit staff makes personal on-site presentations to business and community leaders, gatekeepers, potential rider groups, partner organizations, and human services providers. When necessary, presentations are targeted and timed to coincide with implementation of new, expanded, or modified services.

One-on-one transit training (mobility training) is a valuable tool that is available to potential riders to assist them in maintaining their independence and to access life-line services or employment opportunities. Passengers may schedule special training sessions, in-home appointments, or escorted transit rides with staff depending on individual needs. Mobility training is particularly effective in helping potential or first-time passengers become familiar with the available services and overcome any anxiety about using public transit.

Glossary of Terms/Definitions

Demand Response	Shared ride service or services, generally origin-to-destination (curb-to-curb), performed upon request or by advance reservation; as in Dial-A-Ride or SAC-MED
Americans with Disabilities Act (ADA)	a wide-ranging civil rights law enacted by the U.S. Congress in 1990 that prohibits, under certain circumstances, discrimination based on disability
Charter	Transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price (excludes public, demand response services)
Transportation Development Act (TDA)	provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance fund (STA). These funds are for the development and support of public transportation needs that exist in California and are allocated to areas of each county based on population, taxable sales and transit performance
Farebox Recovery Ratio (FBR)	the ratio of fares collected to operating expenses on a given service or services, represented as a percentage
Trip	represents the boarding of a single transit passenger for the purposes of travel in one direction (one-way)
Ridership	cumulative total of trips recorded on a service or services during a given timeframe
Hours (revenue)	represents the time during which a vehicle was either transporting passengers or available for public boarding (excludes vehicle travel time to and from base before or after passenger service)
Miles (revenue)	represents the miles recorded on a vehicle while either transporting passengers or available for public boarding (excludes distance travelled to and from base before or after passenger service)
Operating Cost	All costs in the operating expense object classes exclusive of depreciation and costs associated with providing charter service
Operating Cost per Passenger	calculation of operating cost divided by the trips recorded

Operating Cost per Hour	calculation of operating cost divided by the revenue hours
Operating Cost per Mile	calculation of operating cost divided by the revenue miles
Passenger Trips per Revenue Hour	calculation of total passenger trips divided by the revenue hours
Average Fare per Passenger	calculation of actual fare revenue divided by the passenger trips
Road Calls	cumulative total of mobile responses to a disabled transit vehicle, while in passenger service
Employee Full-Time Equivalent (FTE)	number of total hours worked divided by the maximum number of compensable hours in a full-time schedule as defined by law

El Dorado County Transit Authority

Administrative Operations Report

Fiscal Year 2025 / 2026

Reporting Period July 1, 2025 through June 30, 2026

Demand Response						Motor Bus								Commuter Bus				Special Services							SYSTEMWIDE	
DIAL A RIDE	SAC-MED	M.O.R.E.	OLDER ADULT DAY SERVICES	COMP PARA- TRANSIT	Subtotal	#40 CP/ SHINGLE SPRINGS	#30 DIAMOND SPRINGS	#25 SATURDAY EXPRESS	#60 POLLOCK PINES	#20 PLACERVILLE	# 35 DIAMOND SPRINGS SATURDAY	50 EXPRESS	Subtotal	COMMUTER	REVERSE COMMUTE	SLT	Subtotal	ED COUNTY FAIR	Expansion 0	Expansion	Expansion	Expansion	Expansion	Expansion	Subtotal	TOTALS
12,266	586	7,853	0	4,335	25,040	13,533	14,915	5,569	18,902	19,443	1,034	63,376	136,772	62,900	791	9,236	72,927	13,049	0	0	0	0	0	0	13,049	247,788
6,617	289	1,548	0	2,592	11,046	3,199	3,004	1,166	2,984	3,259	248	9,673	23,533	5,661	602	2,256	8,519	259	0	0	0	0	0	0	259	43,356
121,138	7,297	40,629	0	40,308	209,372	56,417	52,741	30,538	72,617	46,914	5,117	199,093	463,437	138,815	42,038	74,376	255,229	1,376	0	0	0	0	0	0	1,376	929,414
\$ 910,490.01	\$ 44,229.10	\$ 101,929.46	\$ -	\$ 345,406.09	\$ 1,402,054.66	\$ 622,886.23	\$ 585,369.67	\$ 264,511.85	\$ 633,466.55	\$ 606,506.48	\$ 52,599.62	\$ 1,952,015.41	\$ 4,717,355.81	\$ 357,730.47	\$ 166,860.98	\$ 81,316.31	\$ 605,907.76	\$ 2,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,300.00	\$ 6,786,446.55
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\$ 35,837.03	\$ 3,390.00	\$ 160,313.76	\$ -	\$ 4,993.45	\$ 204,534.24	\$ 19,166.64	\$ 18,412.85	\$ 6,370.27	\$ 24,411.81	\$ 19,120.30	\$ 1,161.15	\$ 68,265.76	\$ 156,908.79	\$ 435,034.00	\$ 780.25	\$ 286,852.02	\$ 722,666.27	\$ 23,806.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,806.75	\$ 1,107,916.05
\$ 1,413,031.04	\$ 67,065.10	\$ 371,140.82	\$ -	\$ 533,191.94	\$ 2,384,428.90	\$ 679,549.11	\$ 639,890.02	\$ 284,769.62	\$ 692,597.10	\$ 664,511.78	\$ 56,538.27	\$ 2,134,158.66	\$ 5,152,014.57	\$ 1,303,659.33	\$ 224,407.33	\$ 588,354.64	\$ 2,116,421.30	\$ 26,106.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,106.75	\$ 9,678,971.50
1,313	148	0	0	1,314	2,775	32	64	23	30	119	1	280	549	33	0	2	35	0	0	0	0	0	0	0	0	3,359
\$ 673,064.88	\$ 28,580.52	\$ 157,800.85	\$ -	\$ 264,559.49	\$ 1,124,005.74	\$ 325,677.23	\$ 305,881.90	\$ 119,595.74	\$ 303,566.87	\$ 331,802.08	\$ 25,845.43	\$ 984,799.86	\$ 2,397,169.11	\$ 575,860.45	\$ 61,800.53	\$ 230,554.62	\$ 868,215.60	\$ 12,885.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,885.47	\$ 4,402,275.90
\$ 352,151.55	\$ 14,991.91	\$ 82,760.84	\$ -	\$ 139,290.73	\$ 589,195.03	\$ 171,004.78	\$ 160,639.98	\$ 62,914.39	\$ 159,210.15	\$ 174,257.82	\$ 13,579.10	\$ 517,212.03	\$ 1,258,818.25	\$ 301,799.44	\$ 31,768.44	\$ 121,370.43	\$ 454,938.31	\$ 9,652.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,652.27	\$ 2,312,603.79
\$ 198,064.61	\$ 11,771.12	\$ 65,883.22	\$ -	\$ 65,770.86	\$ 341,489.81	\$ 91,424.34	\$ 85,153.19	\$ 51,878.05	\$ 117,514.84	\$ 75,496.51	\$ 7,596.54	\$ 323,221.94	\$ 752,285.41	\$ 228,115.25	\$ 67,229.93	\$ 120,509.98	\$ 415,855.16	\$ 1,062.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,062.86	\$ 1,510,693.20
\$ 189,750.00	\$ 11,721.55	\$ 64,695.91	\$ -	\$ 63,570.86	\$ 329,738.32	\$ 91,442.76	\$ 88,214.95	\$ 50,381.44	\$ 112,305.24	\$ 82,955.37	\$ 9,517.20	\$ 308,924.83	\$ 743,741.79	\$ 197,884.19	\$ 63,608.43	\$ 115,919.61	\$ 377,412.23	\$ 2,506.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,506.15	\$ 1,453,398.50
\$ 1,413,031.04	\$ 67,065.10	\$ 371,140.82	\$ -	\$ 533,191.94	\$ 2,384,428.90	\$ 679,549.11	\$ 639,890.02	\$ 284,769.62	\$ 692,597.10	\$ 664,511.78	\$ 56,538.27	\$ 2,134,158.66	\$ 5,152,014.56	\$ 1,303,659.33	\$ 224,407.33	\$ 588,354.64	\$ 2,116,421.30	\$ 26,106.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,106.75	\$ 9,678,971.39
2.54%	5.05%	43.19%	#DIV/0!	0.94%	8.58%	2.82%	2.88%	2.24%	3.52%	2.88%	2.05%	3.20%	3.05%	33.37%	0.35%	48.75%	34.15%	91.19%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	91.19%	11.45%
\$115.20	\$114.45	\$47.26	#DIV/0!	\$123.00	\$95.22	\$50.21	\$42.90	\$51.13	\$36.64	\$34.18	\$54.68	\$33.67	\$37.67	\$20.73	\$283.70	\$63.70	\$29.02	\$2.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$2.00	\$39.06
\$213.54	\$232.45	\$239.75	#DIV/0!	\$205.69	\$215.87	\$212.45	\$212.99	\$244.28	\$232.14	\$203.90	\$227.75	\$220.63	\$218.93	\$230.29	\$372.92	\$260.82	\$248.45	\$100.80	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$100.80	\$223.24
\$11.66	\$9.19	\$9.13	#DIV/0!	\$13.23	\$11.39	\$12.05	\$12.13	\$9.33	\$9.54	\$14.16	\$11.05	\$10.72	\$11.12	\$9.39	\$5.34	\$7.91	\$8.29	\$18.97	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$18.97	\$10.41
1.9	2.0	5.1	#DIV/0!	1.7	2.3	4.2	5.0	4.8	6.3	6.0	4.2	6.6	5.8	11.1	1.3	4.1	8.6	50.4	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50.4	5.7
\$2.92	\$5.78	\$20.41	#DIV/0!	\$1.15	\$8.17	\$1.42	\$1.23	\$1.14	\$1.29	\$0.98	\$1.12	\$1.08	\$1.15	\$6.92	\$0.99	\$31.06	\$9.91	\$1.82	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$1.82	\$4.47
\$112.28	\$108.66	\$26.85	#DIV/0!	\$121.85	\$87.06	\$48.80	\$41.67	\$49.99	\$35.35	\$33.19	\$53.56	\$32.60	\$36.52	\$13.81	\$282.71	\$32.64	\$19.11	\$0.18	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$0.18	\$34.59
12	0	0	0	0	12	11	16	2	15	10	1	30	85	14	0	7	21	0	0	0	0	0	0	0	0	114
																										0

El Dorado County Transit Authority

Administrative Operations Report

Fiscal Year 2024 / 2025

Reporting Period July 1, 2024 through June 30, 2025

Demand Response					Motor Bus										Commuter Bus				Special Services		SYSTEMWIDE			
DIAL A RIDE	SAC-MED	M.O.R.E.	COMP PARA- TRANSIT	Subtotal	#40 CP/ SHINGLE SPRINGS	#30 DIAMOND SPRINGS	#25 SATURDAY EXPRESS	#60 POLLOCK PINES	#20 PLACERVILLE	# 35 DIAMOND SPRINGS SATURDAY	50 EXPRESS	Subtotal	COMMUTER	REVERSE COMMUTE	SLT	Subtotal	ED COUNTY FAIR	Subtotal	TOTALS					
11,669	473	8,523	3,268	23,933	13,836	16,195	4,624	17,860	18,250	1,348	64,563	136,676	53,460	515	9,743	63,718	10,620	10,620	234,947					
6,458	221	1,648	1,908	10,236	3,187	2,998	824	2,968	3,248	407	9,649	23,279	4,360	367	2,158	6,885	215	215	40,615					
105,587	6,798	42,126	29,317	183,828	53,391	45,588	16,908	78,233	32,312	5,175	215,733	447,340	123,269	17,401	74,885	215,555	1,472	1,472	848,195					
\$ 953,744.93	\$ 37,317.49	\$ 138,074.28	\$ 285,902.38	\$ 1,415,039.08	\$ 697,387.97	\$ 642,968.30	\$ 187,141.19	\$ 725,855.43	\$ 643,252.38	\$ 84,368.48	\$ 2,249,777.14	\$ 5,230,750.89	\$ 612,129.70	\$ 94,771.18	\$ 147,100.40	\$ 854,001.28	\$ 2,257.08	\$ 2,257.08	\$ 7,567,228.76					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
\$ 482,287.51	\$ 16,233.36	\$ 122,635.01	\$ 140,321.12	\$ 761,477.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 761,477.00					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,007.11	\$ 17,879.74	\$ 4,936.93	\$ 17,691.86	\$ 19,373.73	\$ 2,435.05	\$ 57,550.50	\$ 138,874.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,874.92					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,446.18	\$ 14,774.82	\$ -	\$ 189,221.01	\$ -	\$ -	\$ 189,221.00					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,160.32	\$ 123,160.32	\$ -	\$ -	\$ 123,160.32					
\$ 35,745.40	\$ 8,195.06	\$ 159,298.77	\$ 4,185.00	\$ 207,424.23	\$ 15,597.70	\$ 13,860.81	\$ 4,991.49	\$ 22,628.55	\$ 17,834.92	\$ 1,210.32	\$ 69,242.28	\$ 145,366.06	\$ 369,072.62	\$ 2,172.58	\$ 258,765.69	\$ 630,010.89	\$ 21,044.82	\$ 21,044.82	\$ 938,665.58					
\$ 1,471,777.84	\$ 61,745.91	\$ 420,008.06	\$ 430,408.50	\$ 2,383,940.31	\$ 731,992.78	\$ 674,708.85	\$ 197,069.61	\$ 766,175.84	\$ 680,461.03	\$ 88,013.85	\$ 2,376,569.94	\$ 5,514,991.89	\$ 1,155,648.50	\$ 111,718.58	\$ 604,026.41	\$ 1,871,393.49	\$ 23,301.90	\$ 23,301.90	\$ 9,793,627.60					
1,624	121	0	966	2,711	108	37	31	162	184	22	350	894	16	0	5	21	0	0	3,626					
\$ 660,352.32	\$ 22,385.24	\$ 168,286.79	\$ 190,408.68	\$ 1,041,433.03	\$ 324,588.91	\$ 305,094.57	\$ 84,685.50	\$ 302,178.60	\$ 330,851.11	\$ 41,727.96	\$ 982,609.47	\$ 2,371,736.12	\$ 443,229.85	\$ 37,747.39	\$ 220,551.24	\$ 701,528.48	\$ 11,480.25	\$ 11,480.25	\$ 4,126,177.81					
\$ 501,977.01	\$ 19,446.31	\$ 128,113.34	\$ 153,354.54	\$ 802,891.20	\$ 250,515.41	\$ 235,641.99	\$ 62,593.45	\$ 234,061.49	\$ 254,601.85	\$ 31,043.23	\$ 759,683.51	\$ 1,828,140.93	\$ 349,934.67	\$ 24,004.53	\$ 164,061.11	\$ 538,000.31	\$ 8,274.13	\$ 8,274.13	\$ 3,177,306.66					
\$ 142,939.13	\$ 9,489.72	\$ 57,292.14	\$ 40,380.16	\$ 250,101.15	\$ 72,821.81	\$ 62,179.62	\$ 22,905.27	\$ 106,610.35	\$ 44,070.74	\$ 7,018.45	\$ 294,132.02	\$ 609,738.26	\$ 168,517.11	\$ 23,201.86	\$ 101,067.14	\$ 292,786.11	\$ 1,490.44	\$ 1,490.44	\$ 1,154,115.93					
\$ 166,509.38	\$ 10,424.64	\$ 66,315.79	\$ 46,265.12	\$ 289,514.93	\$ 84,066.65	\$ 71,792.67	\$ 26,885.39	\$ 123,325.40	\$ 50,937.33	\$ 8,224.21	\$ 340,144.94	\$ 705,376.59	\$ 193,966.87	\$ 26,764.80	\$ 118,346.92	\$ 339,078.59	\$ 2,057.08	\$ 2,057.08	\$ 1,336,027.20					
\$ 1,471,777.84	\$ 61,745.91	\$ 420,008.06	\$ 430,408.50	\$ 2,383,940.31	\$ 731,992.78	\$ 674,708.85	\$ 197,069.61	\$ 766,175.84	\$ 680,461.03	\$ 88,013.85	\$ 2,376,569.94	\$ 5,514,991.90	\$ 1,155,648.50	\$ 111,718.58	\$ 604,026.41	\$ 1,871,393.49	\$ 23,301.90	\$ 23,301.90	\$ 9,793,627.60					
2.43%	13.27%	37.93%	0.97%	8.70%	2.13%	2.05%	2.53%	2.95%	2.62%	1.38%	2.91%	2.64%	31.94%	1.94%	42.84%	33.67%	90.31%	90.31%	9.58%					
\$126.13	\$130.54	\$49.28	\$131.70	\$99.61	\$52.90	\$41.66	\$42.62	\$42.90	\$37.29	\$65.29	\$36.81	\$40.35	\$21.62	\$216.93	\$62.00	\$29.37	\$2.19	\$2.19	\$41.68					
\$227.88	\$279.43	\$254.86	\$225.54	\$232.90	\$229.70	\$225.07	\$239.23	\$258.19	\$209.52	\$216.52	\$246.30	\$236.91	\$265.05	\$304.74	\$279.84	\$271.80	\$108.38	\$108.38	\$241.13					
\$13.94	\$9.08	\$9.97	\$14.68	\$12.97	\$13.71	\$14.80	\$11.66	\$9.79	\$21.06	\$17.01	\$11.02	\$12.33	\$9.38	\$6.42	\$8.07	\$8.68	\$15.83	\$15.83	\$11.55					
1.8	2.1	5.2	1.7	2.3	4.3	5.4	5.6	6.0	5.6	3.3	6.7	5.9	12.3	1.4	4.5	9.3	49.4	49.4	5.8					
\$3.06	\$17.33	\$18.69	\$1.28	\$8.67	\$1.13	\$0.86	\$1.08	\$1.27	\$0.98	\$0.90	\$1.07	\$1.06	\$6.90	\$4.22	\$26.56	\$9.89	\$1.98	\$1.98	\$4.00					
\$123.06	\$113.22	\$30.59	\$130.42	\$90.94	\$51.78	\$40.81	\$41.54	\$41.63	\$36.31	\$64.39	\$35.74	\$39.29	\$14.71	\$212.71	\$35.44	\$19.48	\$0.21	\$0.21	\$37.69					
4	0	2	0	6	3	3	1	5	3	1	16	32	6	0	5	11	0	0	47					

AGENDA ITEM 3 A
Information Item

MEMORANDUM

DATE: October 1, 2026
TO: El Dorado County Transit Authority
FROM: Jenelle Sathre, Fiscal Manager
SUBJECT: Capital Improvement Plan Project # 25-05 Payment Acceptance Device Hardware and Processor Services

REQUESTED ACTION:
BY MOTION,

No Action. Information Item.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) presents a Capital Improvement Plan (CIP) and Budget for Final Board Adoption prior to July 15 of each year. This plan identifies capital projects that are anticipated to commence in the current and upcoming three years of operation. Typically, each project is brought to the Board prior to initiation, for a more detailed description, budget estimate and anticipated completion date.

DISCUSSION

Adopted into the Capital Improvement Plan (CIP) for Fiscal Year (FY) 2025/2026 was Project # 25-05 for Payment Acceptance Device Hardware and Processor Services. Completion of this project was in February 2026; this project's final invoice was issued in February 2026 with the promised credit being received in August 2026.

FISCAL IMPACT

The following is a breakdown of the approved CIP budget and the actual expenses.

	Adopted Budget	Actual Costs
Payment Acceptance Hardware & Processor Services	\$170,153.00	\$174,639.87
Contingency (10%)	<u>\$ 17,015.00</u>	<u>\$ 0.00</u>
Total Project Budget vs. Actual	\$187,168.00	\$174,639.87
 Funding Source		
Transit and Intercity Rail Capital Program	\$123,000.00	\$123,000.00
Transportation Development Act (TDA)	<u>\$ 64,168.00</u>	<u>\$ 51,639.87</u>
Total Revenue Budget vs. Actual	\$187,168.00	\$174,639.87

The final actual project costs were \$12,528.13 under the adopted estimated budget.



Newsletter

October 2026 - December 2026
Volume 10 - Number 4

Back to School? EDT GO! Microtransit Can Help with Rides

If you have a student in the El Dorado Hills or Cameron Park/Shingle Springs area and need rides before or after school, El Dorado Transit can help! Our new Microtransit service is called EDT GO! and serves the El Dorado County public. Microtransit allows transit agencies to offer riders an on-demand flexible option that fits between fixed route and Dial-a-Ride services.

Initial EDT GO! service is available on weekdays from 7:00 a.m. to 7:00 p.m. During this initial phase, service is available in two zones: El Dorado Hills and Cameron Park/Shingle Springs, with two vehicles assigned to each zone. The fare is \$3.00 per trip, and the service provides curb-to-curb transportation. Riders are able to schedule on-demand trips using the mobile app Rides on Demand, available on iPhone and Android platforms, or by calling the El Dorado Transit office.

For EDT GO! El Dorado Transit is utilizing new Ford Transit 350 vans with seven passenger seating, and other vehicles depending on demand, and all are handicap accessible.

EDT GO! Microtransit service is funded by the Transit and Intercity Rail Capital Program (TIRCP).



Free Rides for California Clean Air Day

In celebration of California Clean Air Day, El Dorado Transit has teamed up with other Sacramento area transit agencies to offer free rides on Wednesday, October 7, 2026.

El Dorado Transit will offer free rides that day on the Local Fixed Routes and the Sacramento Commuter Routes.

On Clean Air Day, El Dorado County residents are asked to leave their car at home and try transit for free.

Last year, a total of 953 people boarded our local and commuter buses for free on Clean Air Day.

This free ride event is paid for by a grant from the California Low Carbon Transit Operations Program (LCTOP), which is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

New Bus Shelter at Raley's (Placerville Dr) Stop



Riders on the 50 Express are now enjoying a bus shelter at the Raley's stop on Placerville Drive.



Holiday Schedule

October-December Holiday Schedule

Wednesday, November 11thVeteran's Day
 Thursday, November 26thThanksgiving Day
 Friday, November 27thDay After Thanksgiving
 Thursday, December 24thChristmas Eve
 Friday, December 25thChristmas Day

The Sacramento/South Lake Tahoe Connecting bus will be the only service operating on listed holidays. For more information visit www.eldoradotransit.com.



Bus Wrap Design Contest

Submissions for the 2026-27 El Dorado Transit Design a Bus Wrap Contest are now being accepted! This exciting art contest is open to middle and high school students (grades 6-12) who attend a physical school or reside in El Dorado County.

The winning art design will be featured on an El Dorado Transit bus as a "wrap" and will be displayed at the winning student's school in early 2027. Their artwork will also be featured in the Placerville Christmas Parade!

Since 2026 is the 250th anniversary of the United States, the theme for this year's contest is "Celebrating 250 Years: What does America Mean to you?"

Look for the winner to be announced later this year and look for the wrapped bus all over El Dorado County!

El Dorado Transit is Hiring!

El Dorado Transit is hiring! Competitive wages and benefits include; paid training, CalPERS retirement, full health, dental and vision benefits, paid vacations and holidays.

Applications, job descriptions, and information can be found at the El Dorado Transit website in the Careers section or in the El Dorado Transit office located at 6565 Commerce Way in Diamond Springs.