



EL DORADO TRANSIT

**County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg. A
Thursday, February 1, 2018; 1:00PM**

EL DORADO COUNTY TRANSIT AUTHORITY Regular Meeting

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

- John Clerici, Alternate for City Councilmembers
- Michael Ranalli, Alternate for Board of Supervisors, District IV

Executive Director: Mindy Jackson

CALL TO ORDER AND RECESS TO CLOSED SESSION

Closed Session Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiators concerning discussions with Unrepresented Regular Employees and Unrepresented Regular Management Employees of the El Dorado County Transit Authority. The designated representatives for the El Dorado County Transit Authority are Executive Director Mindy Jackson and Legal Counsel Michael Tucker.

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

ELECTION OF OFFICERS

PAGE

A. Election of Chairperson and Vice-Chairperson for Calendar Year 2018

5

B. Oath of Office

CEREMONIAL ITEMS

A. Newly elected Chairperson plaque presentation to outgoing Chairperson Patty Borelli

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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

OPEN FORUM

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

1. <u>CONSENT CALENDAR</u>	<u>PAGE</u>
A. Approve Conformed Minutes of Regular Meeting December 7, 2017	6
B. Receive and File November and December 2017 Check Registers	9
C. Receive and File November and December 2017 Ridership Reports	13
D. 1. Adopt Resolution No. 18-02 Authorizing the Executive Director to File Applications for Federal Transit Administration funding programs	19
2. Adopt Resolution No. 18-03 Authorizing the Executive Director to File Application specific to the Federal Transit Administration Section 5311 grant program	
E. Adopt Revised El Dorado County Transit Authority Drug and Alcohol Program Policy	23
F. Adopt Capital Improvement Plan Project, 18-07 for Fare Boxes	50
G. Adopt Resolution No. 18-04 revising the <u>El Dorado County Transit Authority Personnel Policies and Procedures Manual</u> with regard to necessary changes updating job classifications	52
H. Adopt Resolution No. 18-01 Approving a Revised Salary Structure and Salary Schedule, Implementing Salary Adjustments for the Unrepresented and Management Personnel and Providing Corresponding Budget Adjustments	54
I. Adopt Amended Resolution No. 17-26 adopting the <u>Final Report of the Classification Study, El Dorado County Transit Authority, October 2017</u> prepared by Koff & Associates approving the job classification changes	66

1.	<u>CONSENT CALENDAR CONTINUED</u>	<u>PAGE</u>
J.	1. Approve Capital Improvement Plan Project 18-05(2) for a Collision Avoidance System (CAS) 2. Approve Capital Improvement Plan Project 18-06(2) for a Radio System 3. Approve Purchase Order 23263 for the purchase of Mobileye Shield+ by Rosco ® Collision Avoidance 4. Authorize related to purchase and implementation of Rosco® Collision Avoidance	70
K.	Receive and File Quarterly Investment Report for Quarter Ending 12/31/2017	76
L.	Approve Revised Blanket Purchase Orders above \$25,000 for Fiscal Year 2017/18	79
M.	Adopt Resolution No. 18-05 Authorizing the Executive Director to file a revised Transportation Development Act (TDA) Claim for Fiscal Year (FY) 2017/18	92
N.	Adopt Fiscal Year 2017/18 Revised Mid-Year Operating Budget Adjustments	96
2.	<u>ACTION ITEMS</u>	
A.	Approve the Release of Request for Proposals (RFP) 18-01 for the El Dorado Hills Taxi Voucher Program	100
3.	<u>INFORMATION ITEMS</u>	
A.	Quarterly Newsletter	150
B.	Public Hearing Regarding Public Transportation	152

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, March 1, 2018 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.

To listen to open session portions of the meeting in real time, dial (530) 621-7603. This specialized dial in number is programmed for listening only and is operable when the audio system inside the meeting room is activated. Please be advised that callers will experience silence anytime the Board is not actively meeting, such as during Closed Session or break periods.

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

AGENDA ITEM
Election of Officers

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Megan Wilcher, Secretary to the Board/Administrative Coordinator
SUBJECT: Election of Chairperson and Vice-Chairperson

REQUESTED ACTION:

BY MOTION,

Elect Chairperson and Vice-Chairperson for Calendar Year 2018

BACKGROUND

In accordance with Section 4.5 of the El Dorado County Transit Authority (El Dorado Transit) Bylaws: "The Board shall elect a Chairperson and Vice-Chairperson at the first meeting of each calendar year."

Chairperson Duties

The Chairperson shall preside and preserve order at all regular and special meetings of El Dorado Transit. The Chairperson shall state every question coming before El Dorado Transit, announce the decision on all subjects and decide all questions of order without debate, subject to an appeal to El Dorado Transit on which a member shall speak but once, the Chairperson having precedence in speaking on question of order. In addition, the Chairperson shall make all Committee appointments with the concurrence of the El Dorado Transit Board.

Vice-Chairperson Duties

In the absence of the Chairperson, the Vice-Chairperson may perform duties and obligations of the office of Chairperson.

DISCUSSION

The Rules and Bylaws do not identify a specific rotation for Chairperson and Vice-Chairperson; however, El Dorado Transit custom is that the Vice-Chairperson ascends to Chairperson. Further, El Dorado Transit custom is that the Vice-Chairperson represents the alternate jurisdiction as the Chairperson.



EL DORADO TRANSIT

**County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg. A
Thursday, December 7, 2017; 1:00PM**

EL DORADO COUNTY TRANSIT AUTHORITY CONFORMED AGENDA MINUTES Regular Meeting

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

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

Executive Director: Mindy Jackson

CALL TO ORDER

The meeting was called to order by Chair Borelli at 1:02 PM

PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Directors Present: Patty Borelli, Shiva Frentzen, John Hidahl, Wendy Thomas, Brian Veerkamp

Directors Absent: Trisha Wilkins

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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

It was moved and seconded to adopt the agenda and approve the consent calendar

Vice Chairperson Frentzen requested Consent Item 1J be pulled for discussion.

OPEN FORUM

None

1. CONSENT CALENDAR

- A. Approve Conformed Minutes of Regular Meeting November 2, 2017
- B. Receive and File October 2017 Check Registers
- C. Receive and File the October 2017 Ridership Reports
- D. Adopt Resolution No. 17-24 revising the El Dorado County Transit Authority Personnel Policies and Procedures Manual with regard to Floating Holidays, Drug & Alcohol Policy and Safety Vest Policy
- E. Adopt Resolution No. 17-26 adopting the Final Report of the Classification Study, El Dorado County Transit Authority, October 2017 prepared by Koff & Associates approving the job classification changes
- F. Adopt Resolution No. 17-25 that formalizes findings under Government Code 66001 regarding the accounting of in-lieu fees
- G. Approve El Dorado County Transit Authority Board of Directors Proposed Meeting Schedule for 2018
- H. Adopt Capital Improvement Plan Project, 18-05 for a Collision Avoidance System (CAS)
- I. Adopt Capital Improvement Plan Project, 18-06 for a Radio System
- J. Receive and File Independent Financial Audit, Single Audit and Compliance Reports for Fiscal Year 2016/17 for the El Dorado County Transit Authority

Item 1J moved to 2. ACTION ITEMS

- K. Adopt Resolution No. 17-29 authorizing the Executive Director to Submit an Application to the El Dorado County Air Quality Management District AB2766 Motor Vehicle Emission Reduction Grant Program

2. ACTION ITEMS

1J. Receive and File Independent Financial Audit, Single Audit and Compliance Reports for Fiscal Year 2016/17 for the El Dorado County Transit Authority

Action: Receive and File Independent Financial Audit, Single Audit and Compliance Reports for Fiscal Year 2016/17 for the El Dorado County Transit Authority

M/S: Veerkamp/Frentzen
Ayes: Borelli, Frentzen, Hidahl, Thomas, Veerkamp
Noes: None

- A. 1. Adopt Resolution No. 17-27 Authorizing the Executive Director to File All Documents for the California State of Good Repair Program
2. Adopt Resolution No. 17-28 Authorizing the California State of Good Repair Project List

Action: Adopt Resolutions No. 17-27 and No. 17-28 with regards to the California State of Good Repair Program

M/S: Frentzen/Thomas
Ayes: Borelli, Frentzen, Hidahl, Thomas, Veerkamp
Noes: None

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

Chair Borelli adjourned the meeting at 1:27 PM

* Verbal Report

Respectfully Submitted,

Megan Wilcher
Secretary to the Board

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Finance Manager
SUBJECT: Receive and File November and December 2017 Check Register

REQUESTED ACTION:

BY MOTION,

Receive and File November and December 2017 Check Register

BACKGROUND

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

DISCUSSION

Three (3) items merit further detail;

Check #31539 – Joe Vicini Inc.....\$8,547.15

This check pays an obligation for the Final Retention payment for the Bus Parking Lot Improvements project using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #17-01.

Check #31540 – Joe Vicini Inc.....\$6,609.50

This check pays an obligation for the Final Retention Payment for the Cameron Park Drive Bus Stop Improvements project using State Transit Assistance (STA) funds; CIP Project #17-04.

Check #31636 – Liberty Mutual Insurance.....\$11,811.00

This check pays the obligation for Commercial Insurance Package for 2018 using Local Transportation Funds (LTF).

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
November through December 2017

Date	Num	Name	Memo	Amount
11/02/2017	31445	A-Z BUS SALES	Parts and Supplies	1,852.13
11/02/2017	31446	ABSOLUTE GLASS INC	Parts and Supplies	301.30
11/02/2017	31447	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premium - November 2017	110.46
11/02/2017	31448	ARENS BROTHERS	Mixed Fuel/Oily Solids Pick Up	876.66
11/02/2017	31449	ARI HETRA MOBILE LIFTING INC	Parts for Mobile Stands	1,222.98
11/02/2017	31450	AT&T / CALNET 3	Monthly Utility	1,327.69
11/02/2017	31451	AT&T MOBILITY	Monthly Utility	168.40
11/02/2017	31452	CALIFORNIA CUSTOM TEE'S	New Employee Uniform Order-7 Emp	572.82
11/02/2017	31453	CAMPORA PROPANE	Fill Forklift Tanks (2-ea)	24.06
11/02/2017	31454	EAGLE RADIATOR & MUFFLER	Radiator Recore #1009	2,949.38
11/02/2017	31455	EL DORADO DISPOSAL	Monthly Utility	293.62
11/02/2017	31456	EMP. MISC. REIMBURSEMENT	Travel Reimb - MW	166.82
11/02/2017	31457	G & O BODY SHOP INC	Towing #0903	267.50
11/02/2017	31458	HUNT & SONS INC	Bulk Engine Oil	2,335.77
11/02/2017	31459	IMAGE SOURCE	All Copier Maintenance 08/14/17-09/13/17	549.77
11/02/2017	31460	J. C. NELSON SUPPLY CO.	Janitorial Supplies	203.68
11/02/2017	31461	KINETICO WATER SYSTEMS INC	Filtered Water Rental for November 2017	43.32
11/02/2017	31462	MCI SERVICE PARTS INC	Parts and Supplies	7,202.28
11/02/2017	31463	NEOPOST USA INC	Ink Cartridge & Label Postage Sheets	253.11
11/02/2017	31464	OPERATING ENGINEERS - MEDICAL	Health Premium - November 2017	68,070.00
11/02/2017	31465	QUILL	Misc. Office Supplies	136.65
11/02/2017	31466	RON DUPRATT FORD	Parts and Supplies	451.69
11/02/2017	31467	RTS IT INC	IT Services/Back-Up Nov 2017	4,180.00
11/02/2017	31468	SDRMA	FY 16/17 Workers' Comp Payroll Reconciliation	74,850.85
11/02/2017	31469	THOMPSONS CHRYSLER DODGE	Parts and Supplies	11,429.41
11/02/2017	31470	TOWN CENTER EAST LP	Lease Pymt for November 2017 P&R	700.00
11/02/2017	31471	UPS	Misc. Postage	62.40
11/06/2017	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Medical Premium - November 2017	34,509.64
11/06/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE NOV. 3, 2017	5,129.46
11/06/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #22	11,811.60
11/06/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #22 SUPPLEMENTAL	8,049.26
11/09/2017	31472	ADM SCREENING	Random & Pre-Employ Screening Oct 2017	170.00
11/09/2017	31473	ARENS BROTHERS	Oily Water Pick Up	234.95
11/09/2017	31474	ASSURANT EMPLOYEE BENEFITS	November 2017 Life/LTD Coverage	3,131.15
11/09/2017	31475	AUTOMOTIVE EXCELLENCE	Parts and Supplies	80.00
11/09/2017	31476	AUTOZONE	Parts and Supplies	891.75
11/09/2017	31477	BUS & EQUIPMENT REPAIR OF CA	Parts and Supplies	1,637.48
11/09/2017	31478	C & H MOTOR PARTS	Parts and Supplies	433.27
11/09/2017	31479	CAPITOL CLUTCH & BRAKE	Replace Bulbs Cambridge P&R	895.13
11/09/2017	31480	ECO SIGNS	Park & Ride, Bus Yard Lighting	869.67
11/09/2017	31481	EL DORADO DISPOSAL-HAZARDOUS WASTE	Hazardous Waste-Battery/Bulbs	20.10
11/09/2017	31482	EMP. MISC. REIMBURSEMENT	Mileage Reimb - MJ	124.60
11/09/2017	31483	EMP. MISC. REIMBURSEMENT	DMV Physical -KU	75.00
11/09/2017	31484	FACTORY MOTOR PARTS	Fan Blade/Fan Clutch #0703	363.30
11/09/2017	31485	FASTENAL	Bus Cleaning Supplies	278.52
11/09/2017	31486	FLEMING DISTRIBUTING CO.	Additives PM Services	275.31
11/09/2017	31487	GIRARD & EDWARDS	Legal Counsel - October 2017	1,386.50
11/09/2017	31488	GOLD RUSH TAXI LLC	Taxi Voucher Program-October 2017	888.00
11/09/2017	31489	HOLT OF CALIFORNIA	Injector Pump Kit #0609	3,252.40
11/09/2017	31490	KOFF & ASSOCIATES INC	Finalizing Classification & Compensation Study	3,920.00
11/09/2017	31491	LANGUAGE LINE SERVICES INC	Interpreter Service-October 2017	15.08
11/09/2017	31492	MIGUEL GARCIA LANDSCAPING	August 2017 - Landscape Service	630.00
11/09/2017	31493	MIGUEL GARCIA LANDSCAPING	October 2017 - Landscape Service	780.00
11/09/2017	31494	MOUNTAIN DEMOCRAT INC	Recruit Ad EH Transit Dispatcher Oct 2017	220.04
11/09/2017	31495	NEOPOST USA INC	Postage Meter Lease Payment (10/17-10/18)	1,018.52
11/09/2017	31496	O'REILLY AUTO PARTS	Parts and Supplies	910.32
11/09/2017	31497	PACIFIC GAS & ELECTRIC	Monthly Utility	2,538.86
11/09/2017	31498	PETTY CASH	Petty Cash - KM	85.10
11/09/2017	31499	PRO-LINE CLEANING SERVICES INC	Cleaning Services-October 2017	675.00
11/09/2017	31500	RIEBES AUTO PARTS	Parts and Supplies	105.02
11/09/2017	31501	RUBICON WSP	Stormwater Compliance-Consulting	770.00
11/09/2017	31502	TERRIE Y. PROD'HON	CPA Services - October 2017	1,096.72
11/09/2017	31503	TRUE VALUE HARDWARE	Parts and Supplies	51.05
11/09/2017	31504	VALLEY POWER SYSTEMS	Drum Transynd - 55 Gal	1,954.61
11/09/2017	31505	VISA	Monthly Charges	2,245.51
11/09/2017	31506	WOLFPACK INSURANCE SERVICES, INC.	December 2017 Dental/Vision Premium	4,190.30
11/09/2017	31507	XEROX FINANCIAL SERVICES	Lease Payment - November 2017	774.35
11/14/2017	31508	MISSION UNIFORM SERVICE	Maintenance uniforms, mats, towels	908.47
11/16/2017	31509	ABSOLUTE GLASS INC	Windshield Repair #1607	80.00
11/16/2017	31510	AFLAC	Employee Paid Premiums - November 2017	968.96
11/16/2017	31511	ARENS BROTHERS	Used Oil Pick Up	104.88
11/16/2017	31512	AT&T LONG DISTANCE	Monthly Utility	442.36
11/16/2017	31513	AUTOMOTIVE EXCELLENCE	Smog Inspections	299.75
11/16/2017	31514	DAWSON OIL	VOID: 07606	0.00
11/16/2017	31515	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2017	150.00

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
November through December 2017

Date	Num	Name	Memo	Amount
11/16/2017	31516	EDC RISK MANAGEMENT	Health Insurance November 2017	2,132.86
11/16/2017	31517	EMP. MISC. REIMBURSEMENT	DMV Physical - KT	75.00
11/16/2017	31518	EMP. MISC. REIMBURSEMENT	DMV Physical - AK	75.00
11/16/2017	31519	EMP. MISC. REIMBURSEMENT	DMV Physical - JR	75.00
11/16/2017	31520	EMPLOYMENT DEVELOPMENT DEPARTMENT	Reimbursable Account	5,709.06
11/16/2017	31521	HUNT & SONS INC	Fuel Purchases - October 2017	690.73
11/16/2017	31522	OPERATING ENGINEERS LOCAL UNION #3	Union Dues - November 2017	2,254.00
11/16/2017	31523	QUILL	Misc. Office Supplies	713.92
11/16/2017	31524	THOMPSONS BUICK GMC	Parts and Supplies	356.77
11/16/2017	31525	CUMMINS PACIFIC LLC	Filters #1006 #1401	703.71
11/16/2017	31526	DAWSON OIL	Fuel Purchases - October 2017	53,123.84
11/21/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE NOV. 17, 2017	5,128.35
11/21/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #23	11,779.59
11/21/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #23 SUPP.	7,673.07
11/22/2017	31527	ABSOLUTE GLASS INC	Windshield Repair / Replacement	409.47
11/22/2017	31528	ARNOLDS FOR AWARDS	Engraving for EOM Plate-Dec 2017	12.50
11/22/2017	31529	CAL.NET	November 2017 Camera Service	106.97
11/22/2017	31530	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	Annual Membership Dues - 2018	1,299.00
11/22/2017	31531	DENTON'S	Air Bags #0608	1,083.16
11/22/2017	31532	EL DORADO IRRIGATION DISTRICT	Monthly Utility	727.49
11/22/2017	31533	EMP. MISC. REIMBURSEMENT	DMV License Renewal - SO	53.00
11/22/2017	31534	EMP. MISC. REIMBURSEMENT	DMV Physical - JSN	75.00
11/22/2017	31535	EMP. MISC. REIMBURSEMENT	Peer Assistance-MTA/Mileage Reimb-JP	229.19
11/22/2017	31536	EMP. MISC. REIMBURSEMENT	Mileage Reimb CalTIP - MJ	48.69
11/22/2017	31537	FEDERAL EXPRESS	Misc. Postage	22.88
11/22/2017	31538	IMAGE SOURCE	All Copier Maintenance 11/14/17-12/13/17	1,054.03
11/22/2017	31539	JOE VICINI INC	EDCTA Bus Lot Imp Proj-Final Invoice	8,547.15
11/22/2017	31540	JOE VICINI INC	CP Drive Bus Stop Imp Proj-Final Invoice	6,609.50
11/22/2017	31541	ORION OUTDOOR MEDIA-1	Install Transit Shelter at Ponderosa Road	1,250.00
11/22/2017	31542	SAC REGIONAL TRANSIT	November 2017 Combo Passes	990.00
11/22/2017	31543	TRANSIT MARKETING LLC	Edits to Rte 40 & 70 Fliers & Map Card	547.50
11/22/2017	31544	UNITED TEXTILE	Gloves/Oil Socks	335.69
11/22/2017	31545	VIPER PEST CONTROL INC	Bi-Monthly Pest Control-#6565	60.00
12/04/2017	31546	4 IMPRINT INC	Marketing Items	505.97
12/04/2017	31547	A-Z BUS SALES	Parts and Supplies	1,486.72
12/04/2017	31548	ABSOLUTE GLASS INC	Windshield Repairs	130.00
12/04/2017	31549	ASSURANT EMPLOYEE BENEFITS	December 2017 Life/LTD Coverage	3,092.10
12/04/2017	31550	AT&T / CALNET 3	Monthly Utility	1,305.21
12/04/2017	31551	AUTOMOTIVE EXCELLENCE	Smog Inspection #1013	40.00
12/04/2017	31552	BIKE LOCKER KEY DEPOSIT RETURN	Key Deposit Return - RH	20.00
12/04/2017	31553	BLUE RIBBON PERSONNEL SERVICES	Temp Maint Cust - CD Wk End 11/19/17	667.81
12/04/2017	31554	CDW GOVERNMENT	Malwarebytes 1Yr License-PC's Qty 33	1,860.21
12/04/2017	31555	COMCAST	High Speed Cable Internet-November 2017	240.93
12/04/2017	31556	COOK CUSTOM CABINETRY INC	Shelving in Vault Room-Final Pymt	366.75
12/04/2017	31557	ECO SIGNS	Replace Photo Cell Cambridge P&R	108.28
12/04/2017	31558	EL DORADO DISPOSAL	Monthly Utility	293.62
12/04/2017	31559	HANGTOWN FIRE CONTROL INC	Sprinkler Inspection & Maintenance	465.22
12/04/2017	31560	HUNT & SONS INC	Fuel Purchases - November 2017	530.68
12/04/2017	31561	J. C. NELSON SUPPLY CO.	Janitorial Supplies	163.69
12/04/2017	31562	MISSION UNIFORM SERVICE	Maintenance uniforms, mats, towels	190.98
12/04/2017	31563	OPERATING ENGINEERS - MEDICAL	Health Premium - December 2017	68,070.00
12/04/2017	31564	PACIFIC GAS & ELECTRIC	Monthly Utility	3,504.22
12/04/2017	31565	QUILL	Misc. Office Supplies	261.09
12/04/2017	31566	RESCO PRINTING	Commuter Scrip Bks-Qty 3000	1,303.52
12/04/2017	31567	RON DUPRATT FORD	Parts and Supplies	1,345.46
12/04/2017	31568	RTS IT INC	IT Services/Back-Up Dec 2017	4,180.00
12/04/2017	31569	SIERRA NEVADA TIRE & WHEEL	Tires #1005 #1401	3,382.82
12/04/2017	31570	TOWN CENTER EAST LP	Lease Pymt for December 2017 P&R	700.00
12/04/2017	31571	UPS	Misc. Postage	29.12
12/04/2017	31572	VERIZON WIRELESS	Cellular & Wi-Fi Service - November 2017	3,001.72
12/06/2017	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Medical Premium - December 2017	37,281.00
12/06/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE DEC. 1, 2017	5,026.29
12/06/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #24	12,039.77
12/06/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #24 SUPPLEMENTAL	7,451.79
12/06/2017	31573	DAWSON OIL	Fuel Purchases - November 2017	46,183.75
12/06/2017	31574	HOLT OF CALIFORNIA	Parts and Supplies	11,966.82
12/12/2017	31575	GOLD RUSH TAXI LLC	Taxi Voucher Program-November 2017	828.00
12/13/2017	31576	ABSOLUTE GLASS INC	Windshield Repairs	220.00
12/13/2017	31577	ADM SCREENING	Random & Pre-Employ Screening Nov 2017	365.00
12/13/2017	31578	ALPHA ANALYTICAL LABORATORIES INC	Storm Water Testing 2017	346.00
12/13/2017	31579	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premium - December 2017	110.46
12/13/2017	31580	ARENS BROTHERS	Oily Water Pick Up	159.03
12/13/2017	31581	AT&T MOBILITY	Monthly Utility	187.80
12/13/2017	31582	BUS & EQUIPMENT REPAIR OF CA	Parts and Supplies	1,256.43

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
November through December 2017

Date	Num	Name	Memo	Amount
12/13/2017	31583	C & H MOTOR PARTS	Parts and Supplies	547.70
12/13/2017	31584	CalACT	Membership Renewal - 2018	670.00
12/13/2017	31585	CALIFORNIA STEAM INC	Service for Water Filter System	980.97
12/13/2017	31586	CALIFORNIA TRANSIT ASSOCIATION	Public Transit Sys Membership Dues 2018	2,709.00
12/13/2017	31587	CAPITOL CLUTCH & BRAKE	Parts and Supplies	635.01
12/13/2017	31588	CELL ENERGY	Batteries #1008	747.54
12/13/2017	31589	DELUXE	Heavy Duty Coin Bags/Deposit Tick Bks	507.98
12/13/2017	31590	ECO SIGNS	Replace Bulbs-EDH P&R	741.46
12/13/2017	31591	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2017	150.00
12/13/2017	31592	EDC RISK MANAGEMENT	Health Insurance December 2017	2,132.86
12/13/2017	31593	EMP. MISC. REIMBURSEMENT	Travel Exp Reimb - SAO	252.59
12/13/2017	31594	EMP. MISC. REIMBURSEMENT	Mileage Reimb - MJ	61.31
12/13/2017	31595	EMP. MISC. REIMBURSEMENT	Parking for Excel Class Sac - KMK	106.60
12/13/2017	31596	EMP. MISC. REIMBURSEMENT	DMV License Renewal - DM	53.00
12/13/2017	31597	FASTENAL	Whisk Broom/Dust Pan-All Vehicles	424.71
12/13/2017	31598	FLEMING DISTRIBUTING CO.	Additives PM Services	276.76
12/13/2017	31599	GILLIG LLC	Parts and Supplies	868.34
12/13/2017	31600	GIRARD & EDWARDS	Legal Counsel - November 2017	669.75
12/13/2017	31601	HUNT & SONS INC	Bulk Engine Oil 15W40	1,451.74
12/13/2017	31602	KINETICO WATER SYSTEMS INC	Filtered Water Rental for December 2017	43.32
12/13/2017	31603	LANGUAGE LINE SERVICES INC	Interpreter Service-November 2017	7.54
12/13/2017	31604	MIGUEL GARCIA LANDSCAPING	November 2017 - Landscape Service	630.00
12/13/2017	31605	MOUNTAIN DEMOCRAT INC	Recruit Ad T/D P/T Nov 2017	434.24
12/13/2017	31606	O'REILLY AUTO PARTS	Parts and Supplies	855.48
12/13/2017	31607	OPERATING ENGINEERS LOCAL UNION #3	Employee Paid Union Dues - December 2017	2,162.00
12/13/2017	31608	PRO-LINE CLEANING SERVICES INC	Cleaning Services-November 2017	675.00
12/13/2017	31609	QUILL	Misc. Office Supplies	378.29
12/13/2017	31610	RIEBES AUTO PARTS	Parts and Supplies	205.54
12/13/2017	31611	ROMAINE ELECTRIC	Alternator #0605	1,416.65
12/13/2017	31612	RON DUPRATT FORD	Oil Filters #1601 #1605	11.88
12/13/2017	31613	TERRIE Y. PROD'HON	CPA Services - November 2017	1,513.72
12/13/2017	31614	THOMPSONS BUICK GMC	Mounts Eng/Trans #0703	393.71
12/13/2017	31615	TRUE VALUE HARDWARE	Parts and Supplies	60.03
12/13/2017	31616	VISA	Monthly Charges	1,418.83
12/13/2017	31617	WOLFPACK INSURANCE SERVICES, INC.	January 2018 Dental/Vision Premium	4,761.80
12/13/2017	31618	XEROX FINANCIAL SERVICES	Lease Payment - December 2017	774.35
12/20/2017	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE DEC. 15, 2017	5,160.81
12/20/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #25	12,023.93
12/20/2017	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #25 SUPP.	7,528.28
12/27/2017	31619	ABSOLUTE GLASS INC	Install Windshield / Repairs	180.00
12/27/2017	31620	AFLAC	Employee Paid Premiums - December 2017	2,303.40
12/27/2017	31621	ARENS BROTHERS	Used Oil Pick Up	104.88
12/27/2017	31622	ARNOLDS FOR AWARDS	Engraving for EOM Plate / BOD plaque	90.43
12/27/2017	31623	AT&T LONG DISTANCE	Monthly Utility	334.28
12/27/2017	31624	AUTOZONE	Parts and Supplies	972.51
12/27/2017	31625	CAL.NET	December 2017 Camera Service	106.97
12/27/2017	31626	COMCAST	High Speed Cable Internet-December 2017	240.93
12/27/2017	31627	DENTON'S	Air Bags #0607	1,000.62
12/27/2017	31628	EL DORADO DISPOSAL-HAZARDOUS WASTE	Hazardous Waste-Fluorescent Bulbs	23.60
12/27/2017	31629	EL DORADO IRRIGATION DISTRICT	Acct# 079562-001-Water Service-MMTF	310.65
12/27/2017	31630	EMP. MISC. REIMBURSEMENT	Uniform Pants - DE	34.35
12/27/2017	31631	EMP. MISC. REIMBURSEMENT	DMV Physical - GS	75.00
12/27/2017	31632	GCR TIRES & SERVICE	Parts and Supplies	1,603.35
12/27/2017	31633	HANOVER DISPLAYS INC	Display Sign	4,239.32
12/27/2017	31634	HUNT & SONS INC	Fuel Purchases - November 2017	65.61
12/27/2017	31635	IMAGE FACTORY	Commuter Guide Changes-January 2018	211.25
12/27/2017	31636	LIBERTY MUTUAL INSURANCE	Commercial Insurance Package 2018	11,811.00
12/27/2017	31637	MISSION UNIFORM SERVICE	Maintenance uniforms, mats, towels	183.10
12/27/2017	31638	PACIFIC GAS & ELECTRIC	Monthly Utility	939.76
12/27/2017	31639	PRO-LINE CLEANING SERVICES INC	Carpet / Tile Cleaning	1,525.00
12/27/2017	31640	QUILL	Misc. Office Supplies	246.56
12/27/2017	31641	RAMOS OIL COMPANY INC	Fuel Purchases - December 2017	1,319.34
12/27/2017	31642	SAC REGIONAL TRANSIT	December 2017 Combo Passes	275.00
12/27/2017	31643	SIERRA NEVADA TIRE & WHEEL	Tires #1008 #0901	2,946.30
12/27/2017	31644	SPOT-ON SIGNS & GRAPHICS	Fire Lane No Parking Signs	107.27
12/27/2017	31645	TESSCO INC	Whip Antenna / Tablet Mounts	99.62
12/27/2017	31646	UNTANGLE INC	Web Filter / Firewall	1,350.00
12/27/2017	31647	VERIZON WIRELESS	Cellular & Wi-Fi Service - December 2017	3,009.12
12/27/2017	31648	WESTERN SUPPLY INC	Equal Tire Balance-Restock	289.00
12/27/2017	31649	ZEP MANUFACTURING CO.	Bus Cleaning Supplies	548.06

705,654.12

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: November and December 2017 Ridership Reports

REQUESTED ACTION:

BY MOTION,

Receive and File November and December 2017 Ridership Reports

BACKGROUND

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

DISCUSSION

Following are the November and December 2017 monthly ridership reports and the year-to-date ridership report comparing the current fiscal year to the previous fiscal year.

November Ridership

November 2017	November 2016	Decrease	% Decrease
25,908	27,421	1,513	5.5%

In November, Demand Response ridership increased by 1.4%, Local Fixed Route ridership decreased by 17.8%, and Commuter ridership increased by 4.5%.

December Ridership

December 2017	December 2016	Decrease	% Decrease
24,993	27,049	2,056	7.6%

In December, Demand Response ridership decreased by 6.6%, Local Fixed Route ridership decreased by 16.9%, and Commuter ridership increased by 0.8%.

Connect Card taps are recorded every time a Connect Card is tapped onto the equipment in one of the vehicles. The number of taps is tracked to evaluate system usage. El Dorado Transit recorded 5,519 taps or 19.6% of all ridership in November 2017, and 6,020 taps or 22.3% of all ridership in December 2017. Following is the Connect Card ridership report with a graph showing the percent of total ridership using Connect Card per month.

Ridership Report Fiscal Year-to-Date

July 2017 to December 2017

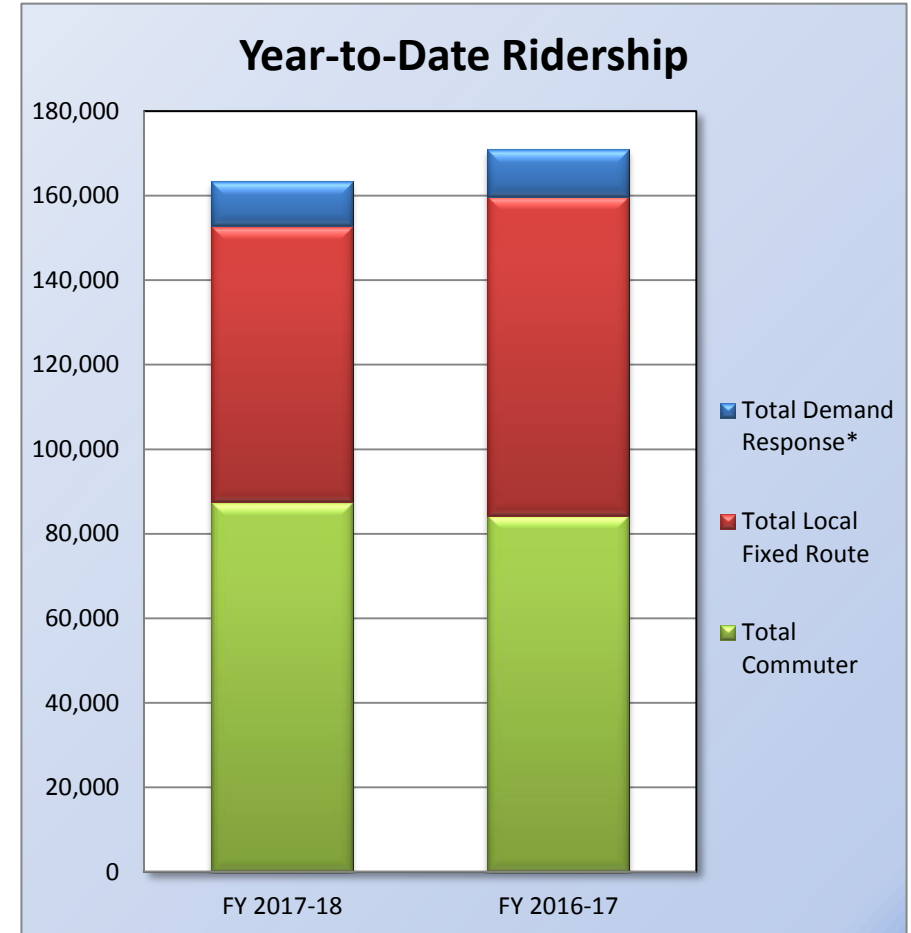


Demand Response	FY 2017-18	FY 2016-17	% Change
Dial-a-Ride	9,824	10,460	-6.1%
Sac-Med	309	296	4.4%
ADA Paratransit	446	389	14.7%
Total Demand Response*	10,579	11,145	-5.1%

Local Fixed Route	FY 2017-18	FY 2016-17	% Change
Cameron Park	6,070	7,505	-19.1%
Diamond Springs	11,917	14,857	-19.8%
Saturday Express	2,667	3,120	-14.5%
Pollock Pines	19,547	23,498	-16.8%
Placerville Shuttle	23,116	25,947	-10.9%
Diamond Springs Saturday	525	539	-2.6%
El Dorado Hills	1,442	0	100.0%
Total Local Fixed Route	65,284	75,466	-13.5%

Commuter	FY 2017-18	FY 2016-17	% Change
Sacramento Commuter	69,867	67,140	4.1%
Reverse Commuter	309	253	22.1%
50 Express	17,359	16,964	2.3%
Total Commuter	87,535	84,357	3.8%

Other Services	FY 2017-18	FY 2016-17	% Change
M.O.R.E.	11,572	12,902	-10.3%
Adult Day Services	3,250	2,710	19.9%
EDH Taxi Voucher	375	852	-56.0%
Total Other Services	15,197	16,464	-7.7%



Systemwide*

	FY 2017-18	FY 2016-17	% Change
	163,398	170,968	-4.4%

*Does not include Other Services

November 2017 Ridership Report

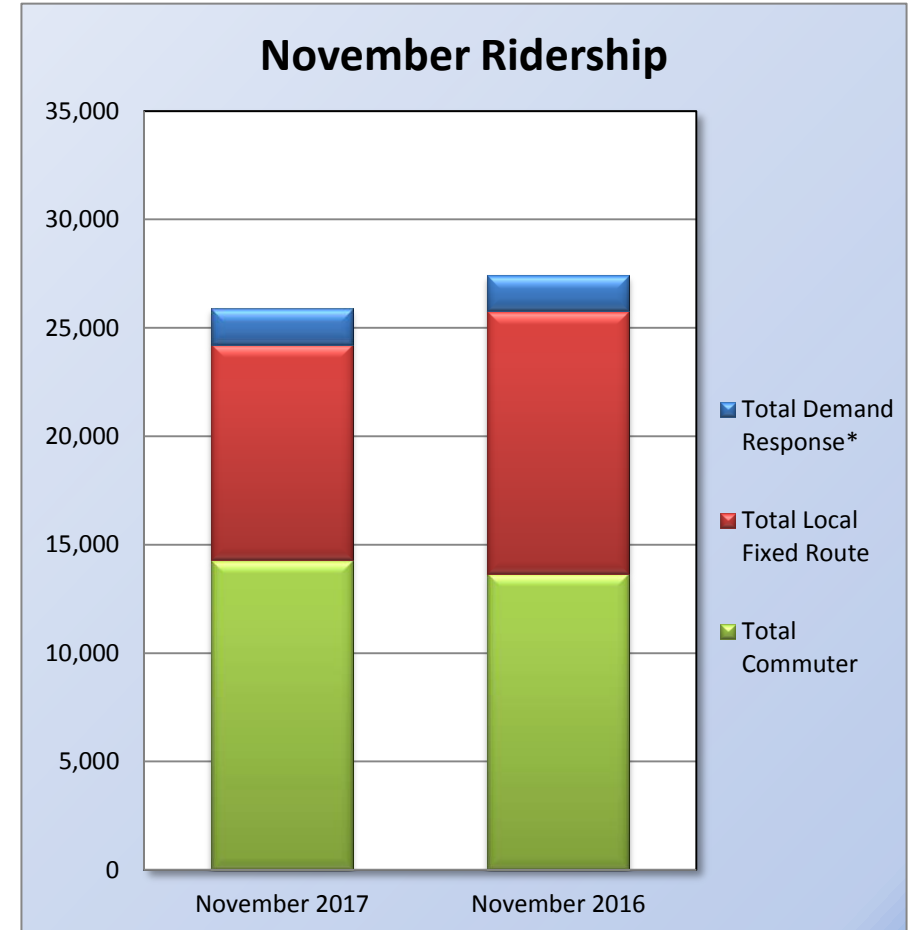


Demand Response	November 2017	November 2016	% Change
Dial-a-Ride	1,512	1,563	-3.3%
Sac-Med	78	39	100.0%
ADA Paratransit	77	42	83.3%
Total Demand Response*	1,667	1,644	1.4%

Local Fixed Route	November 2017	November 2016	% Change
Cameron Park	997	1,278	-22.0%
Diamond Springs	1,947	2,518	-22.7%
Saturday Express	281	503	-44.1%
Pollock Pines	2,870	3,676	-21.9%
Placerville Shuttle	3,472	4,000	-13.2%
Diamond Springs Saturday	61	121	-49.6%
El Dorado Hills	320	0	100.0%
Total Local Fixed Route	9,948	12,096	-17.8%

Commuter	November 2017	November 2016	% Change
Sacramento Commuter	11,169	10,651	4.9%
Reverse Commuter	40	56	-28.6%
50 Express	3,084	2,974	3.7%
Total Commuter	14,293	13,681	4.5%

Other Services	November 2017	November 2016	% Change
M.O.R.E.	1,734	1,960	-11.5%
Adult Day Services	462	446	3.6%
EDH Taxi Voucher	73	118	-38.1%
Total Other Services	2,269	2,524	-10.1%



Systemwide*	November 2017	November 2016	% Change
	25,908	27,421	-5.5%

*Does not include Other Services

December 2017 Ridership Report

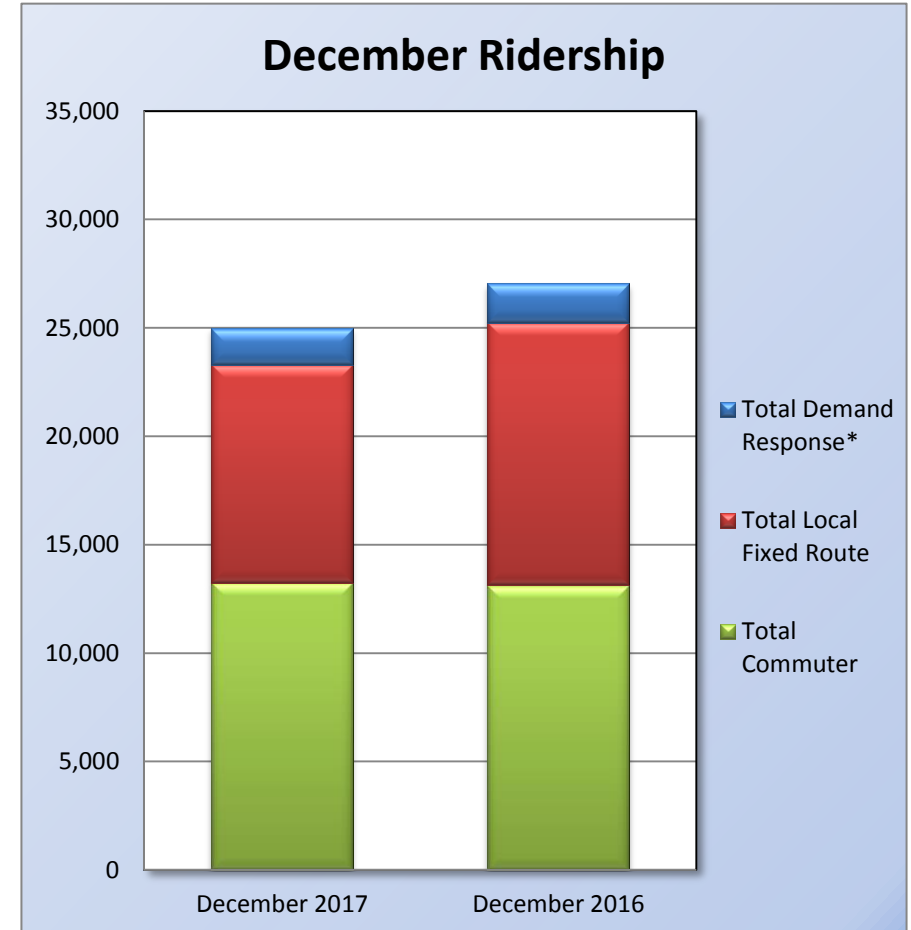


Demand Response	December 2017	December 2016	% Change
Dial-a-Ride	1,590	1,703	-6.6%
Sac-Med	60	48	25.0%
ADA Paratransit	39	57	-31.6%
Total Demand Response*	1,689	1,808	-6.6%

Local Fixed Route	December 2017	December 2016	% Change
Cameron Park	877	1,240	-29.3%
Diamond Springs	1,788	2,229	-19.8%
Saturday Express	529	471	12.3%
Pollock Pines	2,836	3,872	-26.8%
Placerville Shuttle	3,588	4,180	-14.2%
Diamond Springs Saturday	143	111	28.8%
El Dorado Hills	299	0	100.0%
Total Local Fixed Route	10,060	12,103	-16.9%

Commuter	December 2017	December 2016	% Change
Sacramento Commuter	10,493	10,346	1.4%
Reverse Commuter	46	35	31.4%
50 Express	2,705	2,757	-1.9%
Total Commuter	13,244	13,138	0.8%

Other Services	December 2017	December 2016	% Change
M.O.R.E.	1,677	2,073	-19.1%
Adult Day Services	478	452	5.8%
EDH Taxi Voucher	56	99	-43.4%
Total Other Services	2,211	2,624	-15.7%



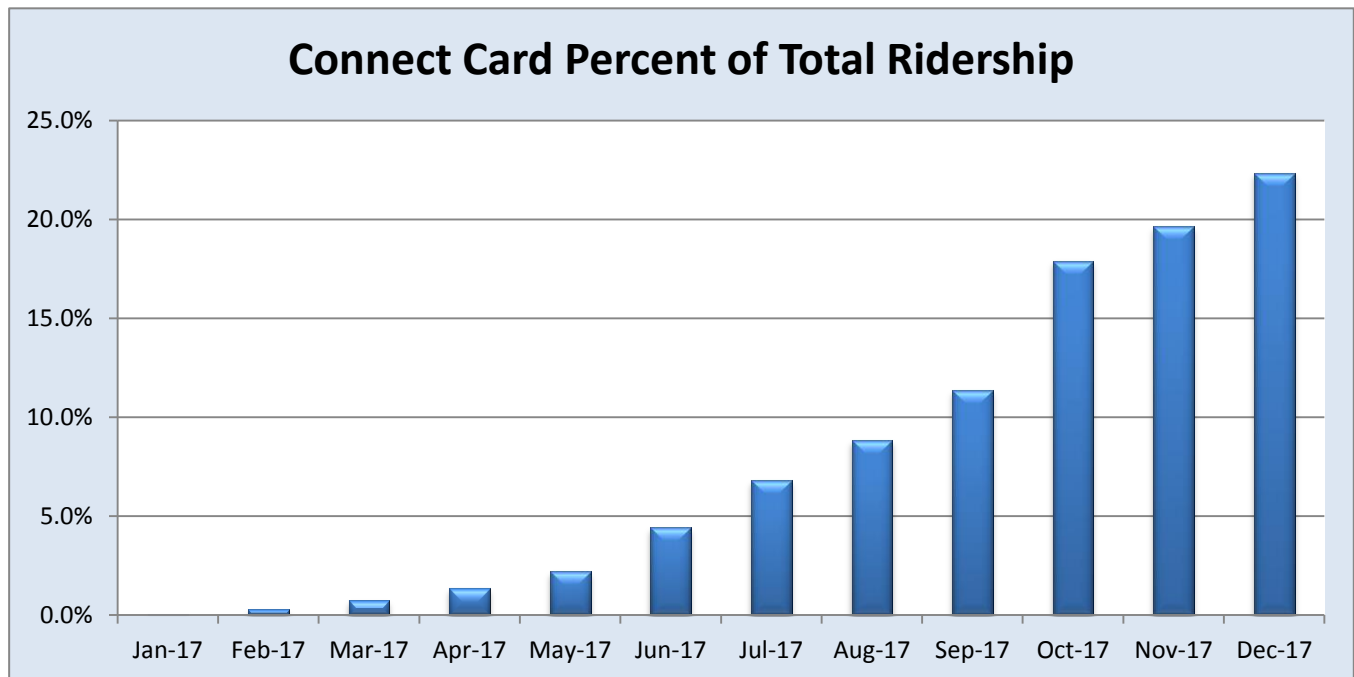
Systemwide*	December 2017	December 2016	% Change
	24,993	27,049	-7.6%

*Does not include Other Services

Connect Card Ridership Report



Month	Number of Taps	Total Ridership	% of Total Ridership
Jan-17	11	30,023	0.0%
Feb-17	87	29,139	0.3%
Mar-17	257	35,487	0.7%
Apr-17	394	29,448	1.3%
May-17	715	32,170	2.2%
Jun-17	1,313	29,790	4.4%
Jul-17	1,815	26,713	6.8%
Aug-17	2,947	33,442	8.8%
Sep-17	3,397	29,882	11.4%
Oct-17	5,905	33,007	17.9%
Nov-17	5,519	28,104	19.6%
Dec-17	6,065	27,148	22.3%



Connect Card Consortium Goal of 25% by June 2018

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Adopt Resolutions to File and Execute Documents for Federal Transit Administration Sections 3005, 3006, 3019, 5307, 5309, 5310, 5311, 5312, 5314, 5329, 5337 and 5339 funding programs

REQUESTED ACTION:
BY MOTION,

1. **Adopt Resolution No. 18-02 Authorizing the Executive Director to File Applications for Federal Transit Administration funding programs**
2. **Adopt Resolution No. 18-03 Authorizing the Executive Director to File Application specific to the Federal Transit Administration Section 5311 grant program**

BACKGROUND

Competitive and formulaic grant funding is available for transit operations and capital assistance through the Federal Transit Administration (FTA). Grant applications require a Board adopted resolution designating the representative to file the grant application and execute all documents/contracts resulting from the application.

FTA Section 5307 are regional funds available to the El Dorado County Transit Authority (El Dorado Transit) to fund services in designated urban areas of the county. This funding program is competitive with large urban areas within the Sacramento Area Council of Governments (SACOG) region and restricted to capital, preventive maintenance and in some cases Americans with Disabilities Act (ADA) related service.

FTA Section 5310 provides capital funding for assistance in providing transportation services meeting the special needs of elderly and persons with disabilities. El Dorado Transit was successful in fourteen (14) grant cycles for capital grants from this program. Typically, these funds are used to replace buses and minivans beyond useful life.

FTA Section 5311 provides Federal grants, made through states, for public transportation projects in non-urbanized areas. There are two (2) types of programming in Section 5311; 1) County/Regional apportionment by formula and 2) Competitive Discretionary for Intercity

connection projects. El Dorado Transit receives funds under the formula program for operating assistance and/or capital projects.

FTA Sections 5309 and 5339 provide Federal grants to replace, rehabilitate and purchase buses and related equipment and to construct bus related facilities.

FTA Section 5312 is for innovative research and reporting while FTA Section 5314 is for workforce development and technical assistance. FTA Section 5329 is to support the development of Public Transportation Safety Programs. FTA Sections 3005 and 3006 support expedited project delivery and Innovative Coordinated Access & Mobility.

Adoption of these two (2) resolutions will allow staff to pursue grant funding in a timely manner based on the timing of any call for projects. The El Dorado Transit Board would consider any associated plans; budgets and/or reporting associated with any individual project.

DISCUSSION

Per the Joint Exercise of Powers Agreement of the El Dorado County Transit Authority, April 29, 2008, Section 11.3, *“The EDCTA shall actively seek maximum utilization of Federal, State, and other available revenues which shall be applied towards such operating and capital expenditures in determining what local funding requirements shall be.”*

Adoption of these resolutions will allow agency staff to move forward and consider grant funding that support adopted transit plans.

FISCAL IMPACT

All applications that require matching funds or budgetary consideration are submitted to the El Dorado Transit Board for approval either individually or through the Operating or Capital Grant budget approval process.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 18-02**

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO FILE FEDERAL TRANSIT
ADMINISTRATION (FTA) SECTIONS 3005, 3006, 3019, 5307, 5309, 5310, 5311, 5312, 5314,
5329, 5337 AND 5339 FUNDS

BE IT HEREBY RESOLVED AND ORDERED, that the Executive Director of the El Dorado County Transit Authority (El Dorado Transit) is hereby authorized and directed to file applications for funds under the Federal Transportation Act Sections 3005, 3006, 3019, 5307, 5309, 5310, 5311, 5312, 5314, 5329, 5337 and 5339 on behalf of El Dorado Transit with the United States Department of Transportation, relative to the expenditure of funds for transit operating and capital assistance to provide transit services in El Dorado County and other jurisdictions, and to do and perform everything necessary to carry out the purpose of this resolution;

BE IT FURTHER RESOLVED, that the Executive Director or his/her designated representative shall be authorized to execute all documents resulting from these Applications.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 1st day of February 2018, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 18-03**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO FILE FEDERAL TRANSIT
ADMINISTRATION (FTA) SECTION 5311 FUNDS**

BE IT HEREBY RESOLVED AND ORDERED, that the Executive Director of the El Dorado County Transit Authority (El Dorado Transit) is hereby authorized and directed to file applications for Section 5311 funds under the Federal Transportation Act, on behalf of El Dorado Transit with the United States Department of Transportation, relative to the expenditure of funds for transit operating and capital assistance to provide transit services in El Dorado County and other jurisdictions, and to do and perform everything necessary to carry out the purpose of this resolution;

BE IT FURTHER RESOLVED, that the Executive Director or his/her designated representative shall be authorized to execute all documents resulting from these Applications.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 1st day of February 2018, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Maria Harris, Human Resources Manager

SUBJECT: El Dorado County Transit Authority Drug and Alcohol Program Policy

REQUESTED ACTION:
BY MOTION,

Adopt Revised El Dorado County Transit Authority Drug and Alcohol Program Policy

BACKGROUND

As a public transit operator and Federal Transit Administration (FTA) subrecipient, the El Dorado County Transit Authority (El Dorado Transit) is required to comply with FTA drug and alcohol testing regulations. Current policy language was adopted on February 2, 2006 and updated on February 4, 2017.

DISCUSSION

El Dorado Transit staff reviewed the policy and concluded the policy required revision to ensure compliance with FTA drug and alcohol testing regulations. Revisions were developed by El Dorado Transit staff and reviewed by RLS & Associates, Inc., State of California Department of Transportation CalTrans staff and California Association for Coordinated Transportation staff.

Revisions are noted in underline format.

FISCAL IMPACT

None

EI DORADO COUNTY TRANSIT AUTHORITY

ARTICLE 2 – DRUG AND ALCOHOL POLICY

A. PURPOSE

1. The El Dorado County Transit Authority (El Dorado Transit) provides public transit and paratransit services for the residents of the Western Slope of El Dorado County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, El Dorado Transit declares that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
2. Additionally, this policy establishes guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
3. Any provisions set for the in this policy that are included under the sole authority of El Dorado Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of El Dorado Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety sensitive employees (full-time, part-time, or extra-help) when performing safety sensitive duties. El Dorado Transit employees that do not perform safety sensitive functions are also covered under this policy under the sole authority of El Dorado Transit. See Attachment A for a list of employees and the authority under which they are included.

A safety sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance

functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident means an occurrence associated with the operation of a vehicle even when not in revenue service: if as a result:

- a) An individual dies;
- b) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c) One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, ~~mirrors~~ or windshield wipers that makes them inoperative.

Adulterated specimen a specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen, or showing an abnormal amount of an endogenous substance.

Alcohol means the intoxicating agent in a beverage, including alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40 et. seq.

Aliquot is a fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test is a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test is a second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee under FTA Authority means an employee who performs a safety sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under El Dorado Transit Authority is an employee, applicant, or transferee that will not perform a safety sensitive function as defined by FTA but is included under El Dorado Transit's own authority. (See Attachment A).

Designated Employer Representative (DER) An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

~~**Department of Transportation (DOT)** DOT, The Department, DOT Agency~~ These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency. ~~For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the Federal Transit Administration, Federal Railroad Administration, Federal Aviation Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.~~

Dilute specimen. A urine specimen with creatinine and specific gravity values that is lower than expected for human urine.

Disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement

without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT) A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA. A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) is test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result The result reported by a Department of Health & Human Services (HHS) - certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted results cannot be established for a specific drug or specimen validity test.

Laboratory is any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit Detection (LOD) is the lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative Result the result reported by HHS certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-Negative Test Result is a urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant is a substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function) means a covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Result is the result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Prohibited Drug is Identified as marijuana, cocaine, ~~opiates~~ opioids, amphetamines (~~including ecstacy~~), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40 et. seq., as amended.

Reconfirmed is the result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing is the result reported by an HHS-Certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles are all transit vehicles that are used for passenger transportation service.

Safety-Sensitive Functions Employee duties identified as:

- 1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service
- 2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL)
- 3) Maintaining a revenue service vehicle or equipment used in revenue service.
- 4) Controlling the movement of a revenue service vehicle and
- 5) Carrying a firearm for security purposes.

Split Specimen Collection is a collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP) is a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance

professional, or a state licensed marriage and family therapist, drug and alcohol counselor (certified by ~~the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc., and Affiliates/ Master Addictions Counselor (NBCC)~~an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted Specimen is a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal

An employee refuses a test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test as directed by the employer and/or collector;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO ~~as part of the verification process~~, or as directed by the DER ~~as part of the “shy bladder” or “shy lung” procedures~~;
8. Fails to cooperate with any part of the testing process ~~(e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)~~;
9. If the MRO reports that there is verified adulterated or substituted test result;
10. Failure or refusal to sign Step 2 of the alcohol testing form.
11. Failure to follow the observer’s instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine the presence of any type of prosthetic or other device that could be used to interfere with the collection process.
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
13. Admit to the collector or MRO that the specimen has been adulterated or substituted.

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~~13.~~14. Failure to remain readily available for testing following an accident.

Vehicle is a bus, electric bus, van, automobile, rail car, trolley care, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified Negative Test is a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test is a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing is the evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or El Dorado Transit officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances include:
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988, as amended, any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR

1300.11 through 1300.15, as amended, except a legal prescription. This includes, but is not limited to: marijuana, amphetamines, ~~(including methamphetamine and ecstasy)~~, ~~opiates~~ opioids ~~(including heroin)~~, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

- 2) Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.
- 3) Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA Authority be tested for marijuana, cocaine, amphetamines, ~~(including methamphetamine and ecstasy)~~, ~~opiates~~ opioids, ~~(including heroin)~~, and phencyclidine as described in Section H of this policy. El Dorado Transit employees will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
- 4) Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- 5) Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under El Dorado Transit authority, a non-DOT alcohol test can be performed any time an employee is on duty.

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F. PROHIBITED CONDUCT

- (1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a presence of a prohibited drug in the body above

the minimum thresholds defined in 49 CFR ~~PART~~ Part 40 et. seq., as amended.

- (2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- (3) El Dorado Transit shall not permit any employee to perform or continue to perform safety-sensitive functions if there is reason to suspect the employee is using alcohol.
- (4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04~~2~~ or greater regardless of when the alcohol was consumed.

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- a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

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- (5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- (6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- (7) El Dorado Transit under its own authority also prohibits the consumption of alcohol all times employee is on duty, or anytime the employee is in uniform.
- (8) Consistent with the Drug-Free Workplace Act of 1988, all El Dorado Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including El Dorado Transit premises and transit vehicles.

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G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, as amended, all employees are required to notify the El Dorado Transit management of any criminal drug statute

conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section ~~QQ-10~~ of this policy.

H. TESTING REQUIREMENTS

1. Analytical urine drug testing and breath testing for alcohol will be conducted using the testing methodologies and threshold defined in 49 CFR Part 40 et. seq. as amended. All employees covered under FTA authority shall be subject to random testing or prior to performing safety-sensitive duty, return to duty/follow-up, following an accident, or for reasonable suspicion, , as defined in Section K, L, M, and N of this policy. All employees covered under El Dorado Transit authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow up using non-DOT testing forms.
2. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under El Dorado Transit authority, a non-DOT alcohol test can be performed any time an employee is on duty.
3. All covered employees will be subject to urine drug testing and breathe alcohol testing as a condition of ongoing employment with El Dorado Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

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I. DRUG TESTING PROCEDURES

1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40 et. seq., as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
2. The drugs that will be tested for include marijuana, cocaine, ~~opiates~~ opiates/opioids ~~(including heroin)~~, amphetamines ~~(including methamphetamine and ecstasy)~~, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40 et. seq., as amended. Each specimen will be accompanied by a DOT ~~Chain of~~ Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the

primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40 et. seq., as amended.

3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for confirmed positive, substitute or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to El Dorado Transit ~~Drug and Alcohol Program Manager (DAPM)~~. If a legitimate explanation is found, the MRO will report the test result as negative ~~to the DAPM~~.
4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
5. Any covered employee who challenges a required drug test's results under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40 et. seq., as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. El Dorado Transit will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however, El Dorado Transit will seek reimbursement for the split sample test from the employee.
6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. ~~If the split specimen is not available to analyze the MRO will direct El Dorado Transit to retest the employee under direct observation.~~

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7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8. Observed Collections

- a. Consistent with 49 CFR Part 40 et. seq., as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to El Dorado Transit that there was not an adequate medical explanation for the result; or
 - ii. The MRO reports to El Dorado Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2mg/dl but less than or equal to 5 mg/dl, and the MRO reported the specimen as negative dilute and that a second collection must take place under direct observation.
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up test; or
 - viii. All return-to-duty tests.

J. ALCOHOL TESTING PROCEDURES

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). [A list of approved EBTs](#)

can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHSTA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 et. seq., as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2. An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
3. El Dorado Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
4. The alcohol testing form (ATF) required by 49 CFR Part 40 et. seq. as amended shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be conditionally extended upon the applicant passing a drug test. An applicant will not be allowed to perform a safety-sensitive function unless the applicant takes a drug test with verified negative results.

- b. An employee shall not be placed, transferred or promoted into a position covered under FTA or El Dorado Transit authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a list of USDOT qualified SAPs. Failure of a pre-employment drug and test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the applicant's sole responsibility.
- d. Employees shall be subject to disciplinary action in accordance with Section Q herein when an employee is placed, transferred, or promoted from a non-covered position to a position covered under FTA or El Dorado Transit authority submits a drug test with a verified positive result.
- e. If a pre-employment test is canceled, El Dorado Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to conducting safety-sensitive job functions.
- g. Following a negative dilute, the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide El Dorado Transit with a signed written releases requesting USDOT-FTA drug and alcohol records from all previous, DOT covered employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. El Dorado Transit is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide El Dorado Transit

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proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All El Dorado Transit FTA covered employees will be subject to a drug and/or alcohol test if the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or alcohol. Reasonable suspicion means that specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under El Dorado Transit's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. All employees covered under the sole authority of El Dorado Transit will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40 et. seq.
- 2) El Dorado Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to El Dorado Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. El Dorado Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of El Dorado Transit. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral

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does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) FATAL ACCIDENTS - All employees covered under FTA authority will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.

2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least of the following conditions is met:

a. The accident results in injuries requiring immediate transportation to a medical treatment facility away from the scene, and the covered employee may have contributed to the accident;

b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident.

2) In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested, unless the operator's performance can be completely eliminated as a contributing factor to the accident.

a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.

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d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

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e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

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f. In the rare event that El Dorado Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), El Dorado Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

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N. RANDOM TESTING

- 1) All covered employees are subject to random, unannounced testing. Employees covered under FTA authority will be selected from a pool of DOT-covered safety-sensitive employees. Employees covered under El Dorado Transit authority will be selected from a pool of non-DOT covered employees. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates ~~established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool set each year by the FTA administrator. The current year testing rates can be viewed on line at <https://www.transportation.gov/odapc/random-testing-rates>.~~
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

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- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under El Dorado Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under El Dorado Transit's authority, a non-DOT random alcohol test may be performed any time the employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to immediately proceed to the collection site upon notification of their random selection.

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O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both. Such employees must be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test, a Return-to-Duty drug test is required and an alcohol test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP as determined by the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40 et. seq. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under El Dorado Transit authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available and referred to a list of USDOT qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.
- 2) Following a negative dilute result, the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered negative and no additional testing will be required unless directed to do so by the MRO.
- 3) ~~Refusal to~~ submit to a drug/alcohol test shall be considered equivalent to a positive test result and insubordination. Refusal shall result in termination and referral to a list of at least two (2) USDOT qualified SAPs. A test refusal includes the following circumstances:
 - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
 - b. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
 - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
 - f. Fails or declines to take a second test the employer or collector has directed you to take
 - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER R as part of the "shy bladder" or "shy lung" procedures.
 - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).

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- i. If the MRO reports that there is verified adulterated or substituted test result
- j. Failure or refusal to sign Step 2 of the Alcohol Testing form.
- k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- m. Admit to the collector or MRO that you adulterated or substituted the specimen.
- n. Failure to remain readily available for testing following an accident.

(4) For the first instance of a verified positive test from a sample submitted as the result of a random drug/alcohol test (>0.04 BAC), disciplinary action shall include:

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(a) Mandatory referral to a list of USDOT qualified Substance Abuse Professionals for ~~assessment~~, formulation of a treatment plan, and/or execution of a ~~return to duty agreement~~.

(b) Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from El Dorado Transit employment.

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- Compliance with the return-to-duty agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.

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(c) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall, be considered a direct act of insubordination and shall result in termination.

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(d) A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from El Dorado Transit employment.

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(5) The second instance of a verified positive drug or alcohol (>0.04 BAC) test result on a random test shall result in termination from El Dorado Transit employment., including: An initial positive drug or alcohol test a sample submitted under the random, under the reasonable suspicion, post-accident, return-to-duty, or follow-up drug/alcohol test provisions herein, shall result in termination from El Dorado Transit employment.

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(6) ~~A verified positive post-accident, or reasonable suspicion drug and/or alcohol (≥ 0.04) test, shall result in termination.~~

~~(7)~~ An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day, whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a ~~an~~ NON-DOT alcohol test with a result of less than 0.02 BAC.

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~~(78)~~ The cost of any treatment or rehabilitation services will be paid directly by the employee or the employee's insurance provider. The employee will be permitted to use accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.

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~~(89)~~ In the instance of a self-referral or a management referral, disciplinary action against the employee shall include Mandatory referral for an assessment, by an employer approved counseling professional, formulation of a treatment plan, and execution of a return to work agreement.

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(a) Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from El Dorado Transit employment.

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- Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of El Dorado Transit and will be performed using non-DOT testing forms.

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(b) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return to work agreement will be conducted under El Dorado Transit authority and will be performed using non-DOT testing forms.

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- (c) A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
- (d) Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
- (e) A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with El Dorado Transit.
- (f) A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- ~~(9.49)~~ Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

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R. GRIEVANCE AND APPEAL

As specified in 49 CFR Part 40.149 (c) a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

El Dorado Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action, up to and including termination.

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T. INFORMATION DISCLOSURE

1. Drug/alcohol testing records shall be maintained by the El Dorado Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without the tested employee's express written consent .
2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
4. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
5. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual. The records will be released to the decision maker in the proceeding.
6. Records will be released to the National Transportation Safety Board during an accident investigation.
7. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
8. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
9. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over El Dorado Transit or the employee.
10. If a party seeks a court release of a specimen or part of a specimen, contrary to any provision of Part 40 as amended, necessary legal steps to contest the release will be taken.
11. In cases of a contractor or sub-recipient of a DOT, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. SYSTEM CONTACTS

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individuals(s).

El Dorado Transit Drug and Alcohol Program Manager

| ~~Mindy Jackson, Executive Director~~ [Maria Harris, Human Resources Manager](#)
6565 Commerce Way
Diamond Springs, CA 96519
| (530) 642-5383 x ~~210-209~~ or mjacksonmharris@eldoradotransit.com

Medical Review Officer

MRO Express/Phillip Lopez, M.D.
3501 So 185th Avenue
Miramar, FL 33029
Or as designated by third party administrator

Substance Abuse Professional

Balance Works (EAP)
(800)327-2255
www.eniweb.com

HHS Certified Laboratory Primary Specimen

Quest Diagnostic
7600 Tyrone Avenue
Van Nuys, CA 91405
Or as designated by third party administrator

Consortium

Advanced Drug and Medical Screening (ADM)
279 Placerville Drive, Suite C
Placerville, CA 95667

Safety Sensitive Employees Subject to Testing

Operations Manager
~~Senior Equipment Mechanic~~ [Maintenance & Facilities Supervisor](#)
Equipment ~~Mechanic~~ [Technician](#) I & II
[Transit](#) Operations Supervisor
Transit Dispatcher
~~Transit Scheduler~~
Safety Coordinator
Planning & Marketing Manager
~~Maintenance~~ Custodian
Maintenance Technician
Transit ~~Driver~~ [Operator](#)

*** All El Dorado Transit hired employees are subject to pre-employment drug testing.**

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for

enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is seven (7) times the average.
- Forty percent of family court cases are alcohol problem related.

- Alcoholics are fifteen (15) times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll 2013

- 290,000 people injured in drunk driving accidents
- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Brian James, Planning and Marketing Manager
SUBJECT: Fare Boxes Capital Improvement Plan Project

REQUESTED ACTION:
BY MOTION,

Adopt Capital Improvement Plan Project, 18-07 for Fare Boxes

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) utilizes fare boxes to collect cash and scrip from passengers. The current manufacturer is no longer supporting the existing fare boxes.

DISCUSSION

El Dorado Transit currently uses fare boxes that were manufactured by Main Fare Box, and have been used for more than twenty (20) years. The company is no longer manufacturing fare boxes and no longer supports the boxes that are currently used.

It is the intent of CIP 18-07 to purchase and install new fare boxes.

FISCAL IMPACT

<i>COST SUMMARY (ESTIMATE)</i>	<i>Proposed Budget</i>
Fare Boxes	\$61,358
Contingency 10%	<u>\$ 6,136</u>
<i>Total Project Cost</i>	<i>\$67,494</i>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$67,494</u>
<i>Total Revenue</i>	<i>\$67,494</i>

Fare Boxes

Project No. 18-07

The El Dorado County Transit Authority (El Dorado Transit) utilizes fare boxes to collect cash and scrip from passengers. The current manufacturer is no longer supporting the existing fare boxes that have been used for more than twenty (20) years.

This capital project will allow for the purchase of new fare boxes and floor stands.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Fare Boxes	\$61,358
Contingency 10%	<u>\$ 6,136</u>
<i>Total Project Cost</i>	<i>\$67,494</i>

FUNDING SOURCES

State Transit Assistance (STA)	<u>\$67,494</u>
<i>Total Revenue</i>	<i>\$67,494</i>

AGENDA ITEM 1 G
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Maria Harris, Human Resources Manager

SUBJECT: Proposed Revisions to the El Dorado County Transit Authority Personnel Policies and Procedures Manual

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 18-04 revising the El Dorado County Transit Authority Personnel Policies and Procedures Manual with regard to necessary changes updating job classifications referenced throughout

BACKGROUND

A proposed administrative and policy revision to the El Dorado County Transit Authority Personnel Policies and Procedures Manual is presented for consideration

The El Dorado County Transit Authority (El Dorado Transit) reviews its policies and procedures on an annual basis in an effort to stay in compliance with current state and federal laws, clarify current policy language, as well as consider adopting new policies and procedures based on best industry practices.

The full draft document with strikethrough for deletions and bold for additions of the El Dorado County Transit Authority Personnel Policies and Procedures Manual is available for review at <http://eldoradotransit.com/wp-content/uploads/2018/01/PPPM-2018-Draft.pdf>.

DISCUSSION

Necessary changes are needed to update all job classifications that recently had title changes as a result of the Classification Study completed on October 24, 2017 and adopted by the Board on December 7, 2017.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 18-04**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY
UPDATING THE PERSONNEL POLICIES AND PROCEDURES MANUAL**

WHEREAS, one of El Dorado County Transit Authority (“El Dorado Transit”) key governance policies is the Personnel Policies and Procedures Manual (“Policies”); and

WHEREAS, the last revision to the Policy was on December 7, 2017; and

WHEREAS, the proposed Policies includes clarifications and updates needed to comply with updated laws and regulations and incorporate Board approved policy changes; and

WHEREAS, the proposed Policies will update all changes to reflect new job classifications reference throughout the Personnel Policies and Procedures Manual;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board adopts the attached updated Personnel Policies and Procedures Manual of the El Dorado County Transit Authority.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of the Board held on the 1st day of February 2018, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 H
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Agency Salary Structure; Salary Schedules and Implementation of Revised Salary Schedule

REQUESTED ACTION:
MOTION,

Adopt Resolution No. 18-01 Approving a Revised Salary Structure and Salary Schedule, Implementing Salary Adjustments for the Unrepresented and Management Personnel and Providing Corresponding Budget Adjustments

BACKGROUND

November 2, 2017 The El Dorado County Transit Authority (El Dorado Transit) Board received and filed the Final Report of the Total Compensation Study, El Dorado County Transit Authority, October 24, 2017 prepared by Koff & Associates

March 2, 2017 The El Dorado County Transit Authority (El Dorado Transit) Board approved HR Services Procurement Sub-Agreement between El Dorado County Transit Authority and Koff & Associates for a Classification and Compensation Study

DISCUSSION

El Dorado Transit contracted Koff & Associates to develop a compensation and benefit study for the agency and the first classification study. Some classifications had not been updated since 1994 and others had been updated on a case by case basis. The most significant objective of the Classification and Compensation Study was obtaining accurate and descriptive information about the work in the classified positions. The goal in updating all job classifications is to ensure they are current and relevant which is an essential ingredient prior to completing a comprehensive compensation study. Job descriptions provide a basis for job comparison to market data collected for that job.

The objective of the report Final Report of the Total Compensation Study, El Dorado County Transit Authority, October 24 2017 (Study) was to develop a comprehensive compensation and benefit study that analyzes market based wages and benefits to compare wages and the value of employee benefits relative to the agency's current pay ranges and benefit offerings. The Study included:

- Evaluation of all sixteen (16) agency job classifications for comparison purposes (not just job descriptions, actual job duties)
- Development of comparative agency list for market-parity review
- Report on the total compensation by classification relating to median of comparative agencies
- Recommendations for implementing proposed salary structure

As noted in the Study:

MARKET COMPENSATION FINDINGS

The market base and total compensation findings for each class surveyed are listed below, using the median base salaries and median total compensation results, arranged in descending alphabetical order. The percentile represents the difference between the Authority's current top monthly base salary/total compensation for each classification and the median base salary/total compensation of the comparator agencies.

Classification	Base Top Monthly Salary % above or below Median	Total Compensation % above or below Median
Administrative Coordinator	-2.8%	-2.5%
Custodian	-25.2%	-5.9%
Equipment Technician II	-14.0%	2.7%
Executive Director	-29.0%	-23.3%
Finance Manager	-25.5%	-18.9%
Fiscal Technician II	-27.5%	-14.0%
Human Resources Manager	-15.6%	-12.4%
Maintenance and Facilities Supervisor	-27.1%	-19.3%
Maintenance Technician	-33.3%	-18.5%
Office Assistant II	-12.3%	-2.0%
Operations Manager	-20.8%	-10.9%
Planning and Marketing Manager	-33.9%	-12.6%

Classification	Base Top Monthly Salary % above or below Median	Total Compensation % above or below Median
Safety Coordinator	-33.1%	-20.2%
Transit Dispatcher	-16.2%	11.7%
Transit Operations Supervisor	-4.1%	-2.4%
Transit Operator	-7.4%	7.9%

The Study states that overall the differences between market base salaries and total compensation indicate that the agency's benefit package put El Dorado Transit at a more competitive advantage. Additional analysis reveals that, on average, classifications are 20.5% below the market median for base salaries however; that figure changes to 8.8% below the market median for total compensation. This information indicates that El Dorado Transit gains an 11.7% competitive advantage when taking benefits into consideration. The market benefit data shows the key contributing factors that give El Dorado Transit a competitive advantage is its contribution to health and dental insurance and its use of a single highest year formula for its retirement system

Staff supports the Study recommendation to revise the salary schedule structure to the market median; move employees into the newly proposed compensation structure within the salary range for each class as recommended and to the step within the new classification range that is closest, but not less than their current compensation. This will provide salary classifications that are closer to the market to recognize a fair and competitive compensation plan while maintaining an objective equitable internal salary structure.

The Study recommended placement for each job classification in the following table:

Class Title	Current Maximum Monthly Salary	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Top Monthly Salary	% Difference From Proposed Maximum
Executive Director	\$10,346	-23.3%	\$12,757	Contract	\$12,888	24.6%
Operations Manager	\$8,217	-10.9%	\$9,113	53	\$9,121	11.0%
Finance Manager	\$7,264	-18.9%	\$8,637	51	\$8,682	19.5%
Human Resources Manager	\$7,445	-12.4%	\$8,368	49	\$8,263	11.0%
Planning and Marketing Manager	\$6,111	-12.6%	\$6,881	42	\$6,952	13.8%

Class Title	Current Maximum Monthly Salary	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Top Monthly Salary	% Difference From Proposed Maximum
Transit Dispatcher	\$3,463	11.7%	\$3,058	16	\$3,658	5.6%
Transit Operator	\$3,979	7.9%	\$3,665	16	\$3,658	-8.1%
Maintenance and Facilities Supervisor	\$5,866	-19.3%	\$6,998	37	\$6,144	4.7%
Equipment Technician II	\$4,774	2.7%	\$4,645	27	\$4,800	0.5%
Equipment Technician I	\$4,116	No Benchmark		23	\$4,348	5.6%
Maintenance Technician	\$3,550	-18.5%	\$4,207	22	\$4,242	19.5%
Custodian	\$2,843	-5.9%	\$3,011	8	\$3,002	5.6%
Safety Coordinator	\$5,269	-20.2%	\$6,333	38	\$6,298	19.5%
Administrative Coordinator	\$4,894	-2.5%	\$5,016	29	\$5,043	3.0%
Fiscal Technician II (re-title)	\$3,919	-14.0%	\$4,468	24	\$4,457	13.7%
Fiscal Technician I (New Class)		No Benchmark		20	\$4,038	
Office Assistant II	\$3,464	-2.0%	\$3,533	15	\$3,569	3.0%
Office Assistant II (no current salary level)		No Benchmark		11	\$3,233	

Source: *Final Report of the Total Compensation Study El Dorado County Transit Authority, October 24, 2017, Appendix IV*

Resolution No. 18-01 will result in the following Board action effective February 2, 2018:

- Adopt Revised Salary Structure
- Adopt Salary Schedule by Job Classification (except for Executive Director and Transit Operator job classifications)
- Move incumbents into the salary range as recommended in the Study
- Y-rate employees that are at a salary above the current market range for their classification. Those employees in classifications that are paid above the median will remain in the current range until the market numbers catch-up with their current salary. This results with no immediate loss of compensation, but delays future increases until the incumbent's salary is within the salary range. New employees will be paid under the new salary structure.
 - Equipment Technician II

The full report is available for review at http://eldoradotransit.com/wp-content/uploads/2017/10/2017-11-02_TotalCompensationStudyFinalReport.pdf.

FISCAL IMPACT

Total cost of increase will not require a budget adjustment for the Fiscal Year 2017/18 Budget

Projected *additional* payroll expense includes increased wages, payroll taxes, and employer contribution for retirement and workers compensation premiums will be as follows:

- Fiscal Year 2017/18 \$21,507 (five (5) months)
- Fiscal Year 2018/19 \$67,146
- Fiscal Year 2019/20 \$76,425
- Fiscal Year 2020/21 \$58,217
- Fiscal Year 2021/22 \$41,392

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 18-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY APPROVING A REVISED SALARY
STRUCTURE AND SALARY SCHEDULE, IMPLEMENTING SALARY ADJUSTMENTS
FOR THE UNREPRESENTED AND MANAGEMENT PERSONNEL AND PROVIDING
CORRESPONDING BUDGET ADJUSTMENTS**

WHEREAS, Article 3.1 of the El Dorado County Transit Authority Personnel Policies and Procedures Manual (Manual) provides that a salary schedule shall be established by Resolution of the Board of Directors (Board) of El Dorado County Transit Authority (Authority) ; and

WHEREAS, the Manual further states “The monthly salary rates are also listed for the purpose of convenience in quotation of monthly salaries and computations for purposes of paying employees shall be on the basis of hourly rates”; and

WHEREAS, the Board retained Koff & Associates to prepare a comprehensive compensation and benefit study that analyzes and compares market based wages and the value of employee benefits relative to the Authority’s current pay ranges and benefit offerings; and

WHEREAS, the Board reviewed the study in open session at the November 2, 2017 meeting of the Authority; and

WHEREAS, it is appropriate to make certain adjustments in the salary structure and schedule for the unrepresented and management personnel of the Authority.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The salary structure attached as Exhibit A is hereby approved and shall be effective the first full pay period following the adoption of this resolution.

2. The salary schedule by classification attached hereto as Exhibit B for the unrepresented and management employees of the Authority is hereby approved and be effective the first full pay period following adoption of this resolution. The schedule by classification for the Transit Operators shall be separately addressed in the Memorandum of Understanding between the Authority and the Transit Operators Bargaining Unit.

3. Incumbents shall be moved into the recommended salary schedule at a step closest to, but not less than, current compensation level and shall be effective the first full pay period following adoption of this resolution.

4. The Authority will Y-rate employees in a salary above the top step of the new job classification and such employees will remain in the current range until the market catches up with their current salary.

5. The one (1) job classification salary range with an incumbent paid above the new salary schedule but below top step – the Equipment Mechanic II shall be frozen or “Y” rated. Employees for such positions hired after adoption of this resolution will be paid under the new Salary Structure and Schedule.

7. The Board reserves the right to suspend, modify or freeze all or any part of this resolution, the salary schedule, or anticipated advances or step increases on the salary schedule in the event of economic hardship or a financial shortfall in the El Dorado County Transit Authority budget.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 1st day of February 2018, by the following vote of said Board.

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

APPROVED AS TO FORM:

Megan Wilcher, Secretary to the Board

El Dorado County Transit Authority
Proposed Salary Structure
February 2018

EXHIBIT A

Range #	Monthly Salary Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$10.87 \$1,884.83	\$11.42 \$1,979.12	\$11.99 \$2,078.09	\$12.59 \$2,182.09	\$13.22 \$2,291.29	\$13.88 \$2,405.87	\$14.57 \$2,526.16
2	\$11.15 \$1,931.95	\$11.70 \$2,028.69	\$12.29 \$2,130.27	\$12.91 \$2,236.87	\$13.55 \$2,348.84	\$14.23 \$2,466.36	\$14.94 \$2,589.77
3	\$11.42 \$1,980.25	\$12.00 \$2,079.31	\$12.60 \$2,183.31	\$13.23 \$2,292.51	\$13.89 \$2,407.25	\$14.58 \$2,527.72	\$15.31 \$2,654.25
4	\$11.71 \$2,029.75	\$12.30 \$2,131.31	\$12.91 \$2,237.91	\$13.56 \$2,349.88	\$14.24 \$2,467.40	\$14.95 \$2,590.81	\$15.70 \$2,720.47
5	\$12.00 \$2,080.50	\$12.60 \$2,184.69	\$13.24 \$2,294.07	\$13.90 \$2,408.81	\$14.59 \$2,529.28	\$15.32 \$2,655.81	\$16.09 \$2,788.76
6	\$12.30 \$2,132.51	\$12.92 \$2,239.29	\$13.57 \$2,351.27	\$14.24 \$2,468.96	\$14.96 \$2,592.55	\$15.71 \$2,722.20	\$16.49 \$2,858.44
7	\$12.61 \$2,185.82	\$13.24 \$2,295.28	\$13.91 \$2,410.20	\$14.60 \$2,530.84	\$15.33 \$2,657.55	\$16.10 \$2,790.49	\$16.90 \$2,930.03
8	\$12.93 \$2,240.47	\$13.57 \$2,352.65	\$14.25 \$2,470.35	\$14.97 \$2,593.93	\$15.71 \$2,723.76	\$16.50 \$2,860.00	\$17.33 \$3,003.00
9	\$13.25 \$2,296.48	\$13.91 \$2,411.41	\$14.61 \$2,532.05	\$15.34 \$2,658.76	\$16.11 \$2,791.71	\$16.91 \$2,931.41	\$17.76 \$3,078.05
10	\$13.58 \$2,353.89	\$14.26 \$2,471.73	\$14.97 \$2,595.32	\$15.72 \$2,725.15	\$16.51 \$2,861.56	\$17.34 \$3,004.73	\$18.20 \$3,155.01
11	\$13.92 \$2,412.74	\$14.62 \$2,533.44	\$15.35 \$2,660.15	\$16.12 \$2,793.27	\$16.92 \$2,932.97	\$17.77 \$3,079.79	\$18.66 \$3,233.88
12	\$14.27 \$2,473.06	\$14.98 \$2,596.88	\$15.73 \$2,726.88	\$16.52 \$2,863.29	\$17.35 \$3,006.47	\$18.21 \$3,156.92	\$19.12 \$3,314.83
13	\$14.62 \$2,534.88	\$15.36 \$2,661.71	\$16.12 \$2,794.83	\$16.93 \$2,934.71	\$17.78 \$3,081.52	\$18.67 \$3,235.61	\$19.60 \$3,397.51
14	\$14.99 \$2,598.26	\$15.74 \$2,728.27	\$16.53 \$2,864.68	\$17.35 \$3,008.03	\$18.22 \$3,158.48	\$19.13 \$3,316.56	\$20.09 \$3,482.44
15	\$15.36 \$2,663.21	\$16.13 \$2,796.39	\$16.94 \$2,936.27	\$17.79 \$3,083.08	\$18.68 \$3,237.35	\$19.61 \$3,399.24	\$20.59 \$3,569.28
16	\$15.75 \$2,729.79	\$16.54 \$2,866.41	\$17.36 \$3,009.76	\$18.23 \$3,160.39	\$19.15 \$3,318.47	\$20.10 \$3,484.52	\$21.11 \$3,658.89
17	\$16.14 \$2,798.04	\$16.95 \$2,938.00	\$17.80 \$3,084.99	\$18.69 \$3,239.25	\$19.62 \$3,401.32	\$20.61 \$3,571.53	\$21.64 \$3,750.24
18	\$16.55 \$2,867.99	\$17.37 \$3,011.49	\$18.24 \$3,162.12	\$19.16 \$3,320.37	\$20.11 \$3,486.43	\$21.12 \$3,660.80	\$22.18 \$3,843.84
19	\$16.96 \$2,939.69	\$17.81 \$3,086.72	\$18.70 \$3,241.16	\$19.63 \$3,403.23	\$20.62 \$3,573.44	\$21.65 \$3,752.15	\$22.73 \$3,939.87
20	\$17.38 \$3,013.18	\$18.25 \$3,163.85	\$19.17 \$3,322.11	\$20.13 \$3,488.33	\$21.13 \$3,662.88	\$22.19 \$3,846.09	\$23.30 \$4,038.49
21	\$17.82 \$3,088.51	\$18.71 \$3,243.07	\$19.65 \$3,405.31	\$20.63 \$3,575.69	\$21.66 \$3,754.57	\$22.75 \$3,942.47	\$23.88 \$4,139.72
22	\$18.26 \$3,165.72	\$19.18 \$3,324.01	\$20.14 \$3,490.24	\$21.14 \$3,664.79	\$22.20 \$3,848.17	\$23.31 \$4,040.75	\$24.48 \$4,242.85

El Dorado County Transit Authority
Proposed Salary Structure
February 2018

EXHIBIT A

Range #	Monthly Salary Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
23	\$18.72 \$3,244.86	\$19.66 \$3,407.21	\$20.64 \$3,577.60	\$21.67 \$3,756.48	\$22.76 \$3,944.37	\$23.89 \$4,141.63	\$25.09 \$4,348.76
24	\$19.19 \$3,325.99	\$20.15 \$3,492.32	\$21.16 \$3,667.04	\$22.21 \$3,850.43	\$23.33 \$4,043.00	\$24.49 \$4,245.28	\$25.72 \$4,457.61
25	\$19.67 \$3,409.14	\$20.65 \$3,579.68	\$21.69 \$3,758.73	\$22.77 \$3,946.80	\$23.91 \$4,144.23	\$25.11 \$4,351.53	\$26.36 \$4,569.24
26	\$20.16 \$3,494.36	\$21.17 \$3,669.12	\$22.23 \$3,852.68	\$23.34 \$4,045.43	\$24.51 \$4,247.71	\$25.73 \$4,460.21	\$27.02 \$4,683.29
27	\$20.66 \$3,581.72	\$21.70 \$3,760.81	\$22.78 \$3,948.88	\$23.92 \$4,146.48	\$25.12 \$4,353.96	\$26.38 \$4,571.67	\$27.69 \$4,800.29
28	\$21.18 \$3,671.27	\$22.24 \$3,854.93	\$23.35 \$4,047.68	\$24.52 \$4,250.13	\$25.75 \$4,462.64	\$27.03 \$4,685.89	\$28.39 \$4,920.24
29	\$21.71 \$3,763.05	\$22.80 \$3,951.31	\$23.94 \$4,148.91	\$25.13 \$4,356.39	\$26.39 \$4,574.27	\$27.71 \$4,803.07	\$29.10 \$5,043.31
30	\$22.25 \$3,857.12	\$23.37 \$4,050.11	\$24.54 \$4,252.73	\$25.76 \$4,465.41	\$27.05 \$4,688.84	\$28.40 \$4,923.36	\$29.83 \$5,169.67
31	\$22.81 \$3,953.55	\$23.95 \$4,151.33	\$25.15 \$4,358.99	\$26.41 \$4,577.04	\$27.73 \$4,806.01	\$29.11 \$5,046.43	\$30.57 \$5,298.80
32	\$23.38 \$4,052.39	\$24.55 \$4,255.16	\$25.78 \$4,468.01	\$27.07 \$4,691.44	\$28.42 \$4,926.13	\$29.84 \$5,172.44	\$31.33 \$5,431.23
33	\$23.96 \$4,153.70	\$25.16 \$4,361.41	\$26.42 \$4,579.64	\$27.74 \$4,808.79	\$29.13 \$5,049.37	\$30.59 \$5,301.92	\$32.12 \$5,567.12
34	\$24.56 \$4,257.54	\$25.79 \$4,470.44	\$27.08 \$4,694.04	\$28.44 \$4,928.91	\$29.86 \$5,175.39	\$31.35 \$5,434.17	\$32.92 \$5,705.96
35	\$25.18 \$4,363.98	\$26.44 \$4,582.24	\$27.76 \$4,811.39	\$29.15 \$5,051.97	\$30.60 \$5,304.69	\$32.14 \$5,570.07	\$33.74 \$5,848.61
36	\$25.81 \$4,473.08	\$27.10 \$4,696.81	\$28.45 \$4,931.68	\$29.88 \$5,178.33	\$31.37 \$5,437.29	\$32.94 \$5,709.25	\$34.59 \$5,994.73
37	\$26.45 \$4,584.91	\$27.77 \$4,814.16	\$29.16 \$5,054.92	\$30.62 \$5,307.81	\$32.15 \$5,573.36	\$33.76 \$5,852.08	\$35.45 \$6,144.84
38	\$27.11 \$4,699.53	\$28.47 \$4,934.63	\$29.89 \$5,181.45	\$31.39 \$5,440.59	\$32.96 \$5,712.72	\$34.61 \$5,998.37	\$36.34 \$6,298.41
39	\$27.79 \$4,817.02	\$29.18 \$5,058.04	\$30.64 \$5,311.11	\$32.17 \$5,576.83	\$33.78 \$5,855.72	\$35.47 \$6,148.65	\$37.25 \$6,456.15
40	\$28.49 \$4,937.44	\$29.91 \$5,184.40	\$31.41 \$5,443.71	\$32.98 \$5,716.01	\$34.63 \$6,001.84	\$36.36 \$6,302.05	\$38.18 \$6,617.17
41	\$29.20 \$5,060.88	\$30.66 \$5,314.05	\$32.19 \$5,579.77	\$33.80 \$5,858.84	\$35.49 \$6,151.95	\$37.27 \$6,459.61	\$39.13 \$6,782.71
42	\$29.93 \$5,187.40	\$31.42 \$5,446.83	\$33.00 \$5,719.31	\$34.65 \$6,005.31	\$36.38 \$6,305.69	\$38.20 \$6,620.99	\$40.11 \$6,952.05
43	\$30.68 \$5,317.09	\$32.21 \$5,583.07	\$33.82 \$5,862.31	\$35.51 \$6,155.59	\$37.29 \$6,463.43	\$39.15 \$6,786.69	\$41.11 \$7,126.08
44	\$31.44 \$5,450.02	\$33.02 \$5,722.60	\$34.67 \$6,008.77	\$36.40 \$6,309.33	\$38.22 \$6,624.80	\$40.13 \$6,956.04	\$42.14 \$7,303.92

El Dorado County Transit Authority
Proposed Salary Structure
February 2018

EXHIBIT A

Range #	Monthly Salary Range						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
45	<u>\$32.23</u> \$5,586.27	<u>\$33.84</u> \$5,865.60	<u>\$35.53</u> \$6,158.88	<u>\$37.31</u> \$6,466.89	<u>\$39.18</u> \$6,790.33	<u>\$41.13</u> \$7,129.89	<u>\$43.19</u> \$7,486.44
46	<u>\$33.03</u> \$5,725.92	<u>\$34.69</u> \$6,012.24	<u>\$36.42</u> \$6,312.97	<u>\$38.24</u> \$6,628.79	<u>\$40.16</u> \$6,960.37	<u>\$42.16</u> \$7,308.43	<u>\$44.27</u> \$7,673.99
47	<u>\$33.86</u> \$5,869.07	<u>\$35.55</u> \$6,162.69	<u>\$37.33</u> \$6,470.88	<u>\$39.20</u> \$6,794.49	<u>\$41.16</u> \$7,134.23	<u>\$43.22</u> \$7,490.95	<u>\$45.38</u> \$7,865.52
48	<u>\$34.71</u> \$6,015.80	<u>\$36.44</u> \$6,316.61	<u>\$38.27</u> \$6,632.60	<u>\$40.18</u> \$6,964.36	<u>\$42.19</u> \$7,312.59	<u>\$44.30</u> \$7,678.32	<u>\$46.51</u> \$8,062.25
49	<u>\$35.57</u> \$6,166.19	<u>\$37.35</u> \$6,474.52	<u>\$39.22</u> \$6,798.31	<u>\$41.18</u> \$7,138.39	<u>\$43.24</u> \$7,495.45	<u>\$45.41</u> \$7,870.37	<u>\$47.68</u> \$8,264.01
50	<u>\$36.46</u> \$6,320.35	<u>\$38.29</u> \$6,636.41	<u>\$40.20</u> \$6,968.35	<u>\$42.21</u> \$7,316.92	<u>\$44.32</u> \$7,682.83	<u>\$46.54</u> \$8,067.11	<u>\$48.87</u> \$8,470.63
51	<u>\$37.38</u> \$6,478.51	<u>\$39.25</u> \$6,802.47	<u>\$41.21</u> \$7,142.72	<u>\$43.27</u> \$7,499.96	<u>\$45.43</u> \$7,875.05	<u>\$47.71</u> \$8,268.87	<u>\$50.09</u> \$8,682.44
52	<u>\$38.31</u> \$6,640.47	<u>\$40.23</u> \$6,972.51	<u>\$42.24</u> \$7,321.25	<u>\$44.35</u> \$7,687.33	<u>\$46.57</u> \$8,071.79	<u>\$48.90</u> \$8,475.48	<u>\$51.34</u> \$8,899.28
53	<u>\$39.27</u> \$6,806.48	<u>\$41.23</u> \$7,146.88	<u>\$43.29</u> \$7,504.29	<u>\$45.46</u> \$7,879.56	<u>\$47.73</u> \$8,273.55	<u>\$50.12</u> \$8,687.29	<u>\$52.63</u> \$9,121.67
54	<u>\$40.25</u> \$6,976.64	<u>\$42.26</u> \$7,325.59	<u>\$44.38</u> \$7,692.01	<u>\$46.60</u> \$8,076.64	<u>\$48.93</u> \$8,480.51	<u>\$51.37</u> \$8,904.65	<u>\$53.94</u> \$9,349.95
55	<u>\$41.26</u> \$7,151.06	<u>\$43.32</u> \$7,508.63	<u>\$45.49</u> \$7,884.07	<u>\$47.76</u> \$8,278.40	<u>\$50.15</u> \$8,692.32	<u>\$52.66</u> \$9,127.04	<u>\$55.29</u> \$9,583.43

EI Dorado County Transit Authority
PROPOSED SALARY SCHEDULE FOR FISCAL YEAR 2017/18

EXHIBIT B

JOB CLASSIFICATION	SALARY STEPS						
	1	2	3	4	5	6	7
ACCOUNTING TECHNICIAN - UR	16.87 2,924.13	17.71 3,070.43	18.60 3,224.00	19.53 3,385.20	20.51 3,554.55	21.53 3,732.39	22.61 3,919.07
FISCAL TECHNICIAN I - UR	17.38 3,012.53	18.25 3,163.16	19.16 3,321.41	20.12 3,487.64	21.13 3,662.19	22.19 3,845.40	23.30 4,037.80
FISCAL TECHNICIAN II - UR	19.19 3,326.27	20.15 3,492.67	21.16 3,667.39	22.22 3,850.77	23.33 4,043.35	24.49 4,245.63	25.72 4,457.96
ADMINISTRATIVE ANALYST - UR	21.06 3,650.40	22.12 3,834.13	23.23 4,025.84	24.39 4,227.25	25.61 4,438.72	26.89 4,660.76	28.23 4,893.89
ADMINISTRATIVE COORDINATOR - UR	21.71 3,763.07	22.80 3,951.31	23.94 4,148.91	25.13 4,356.39	26.39 4,574.27	27.71 4,803.07	29.10 5,043.31
EQUIPMENT MECHANIC I - UR	17.72 3,071.47	18.61 3,225.04	19.54 3,386.41	20.51 3,555.76	21.54 3,733.60	22.62 3,920.28	23.75 4,116.32
EQUIPMENT TECHNICIAN I - UR	18.72 3,244.80	19.66 3,407.04	20.64 3,577.43	21.67 3,756.31	22.76 3,944.20	23.89 4,141.45	25.09 4,348.59
EQUIPMENT MECHANIC II - UR	20.55 3,562.00	21.58 3,740.19	22.66 3,927.21	23.79 4,123.60	24.98 4,329.87	26.23 4,546.36	27.54 4,773.77
EQUIPMENT TECHNICIAN II - UR	20.66 3,581.07	21.69 3,760.12	22.78 3,948.19	23.92 4,145.61	25.11 4,352.92	26.37 4,570.63	27.69 4,799.25
EQUIPMENT MECHANIC II - UR - Y Rated							29.51 5,115.07
EQUIPMENT TECHNICIAN II - UR - Y Rated							29.51 5,115.07
FISCAL ADMINISTRATION MANAGER - UR / C / M	31.27 5,420.13	32.83 5,691.23	34.48 5,975.84	36.20 6,274.67	38.01 6,588.40	39.91 6,917.91	41.91 7,264.40
FINANCE MANAGER - UR / C / M	37.38 6,479.20	39.25 6,803.16	41.21 7,143.41	43.27 7,500.65	45.43 7,874.53	47.71 8,269.73	50.09 8,682.27
HUMAN RESOURCES / ADMINISTRATIVE SERVICES MANAGER - UR / C / M	32.05 5,555.33	33.65 5,833.19	35.34 6,124.91	37.10 6,431.19	38.96 6,752.89	40.91 7,090.55	42.95 7,445.19
HUMAN RESOURCES MANAGER - UR / C / M	35.57 6,165.47	37.35 6,473.83	39.22 6,797.61	41.18 7,137.52	43.24 7,494.41	45.40 7,869.16	47.67 8,262.63
MAINTENANCE CUSTODIAN - UR	12.23 2,119.87	12.85 2,227.33	13.49 2,338.79	14.17 2,455.79	14.88 2,578.68	15.62 2,707.64	16.40 2,843.19
CUSTODIAN - UR	12.93 2,241.20	13.58 2,353.35	14.26 2,471.04	14.97 2,594.63	15.72 2,724.45	16.50 2,860.69	17.33 3,003.87
MAINTENANCE TECHNICIAN - UR	18.26 3,165.07	19.17 3,323.32	20.13 3,489.55	21.14 3,664.09	22.20 3,847.31	23.31 4,039.71	24.47 4,241.81
OFFICE ASSISTANT I - UR / C	13.92 2,412.80	14.62 2,533.44	15.35 2,660.15	16.12 2,793.27	16.92 2,932.97	17.77 3,079.79	18.66 3,233.88
OFFICE ASSISTANT II - UR / C	15.36	16.13	16.94	17.78	18.67	19.61	20.59

EI Dorado County Transit Authority
PROPOSED SALARY SCHEDULE FOR FISCAL YEAR 2017/18

EXHIBIT B

	2,662.40	2,795.52	2,935.40	3,082.21	3,236.48	3,398.37	3,568.41
OFFICE ASSISTANT II BILINGUAL - UR / C	16.36 2,835.73	17.13 2,968.85	17.94 3,108.73	18.78 3,255.55	19.67 3,409.81	20.61 3,571.71	21.59 3,741.75
OPERATIONS MANAGER - UR / C / M	39.27 6,806.80	41.23 7,147.23	43.30 7,504.64	45.46 7,879.91	47.74 8,274.07	50.12 8,687.81	52.63 9,122.36
OPERATIONS SUPERVISOR — UR	23.83 4,130.53	25.02 4,337.15	26.27 4,554.16	27.59 4,781.92	28.97 5,021.12	30.42 5,272.28	31.94 5,535.92
TRANSIT OPERATIONS SUPERVISOR - UR	24.56 4,257.07	25.79 4,469.92	27.08 4,693.52	28.43 4,928.21	29.85 5,174.69	31.35 5,433.48	32.92 5,705.27
PLANNING & MARKETING MANAGER - UR / C / M	29.93 5,187.87	31.43 5,447.35	33.00 5,719.83	34.65 6,005.83	36.38 6,306.21	38.20 6,621.68	40.11 6,952.92
SAFETY COORDINATOR - UR	27.11 4,699.07	28.47 4,934.11	29.89 5,180.93	31.39 5,440.07	32.96 5,712.20	34.60 5,997.85	36.33 6,297.89
SR EQUIPMENT MECHANIC — UR	23.83 4,130.53	25.02 4,337.15	26.27 4,554.16	27.59 4,781.92	28.97 5,021.12	30.42 5,272.28	31.94 5,535.92
MAINTENANCE AND FACILITIES SUPERVISOR - UR	26.45 4,584.67	27.77 4,813.99	29.16 5,054.75	30.62 5,307.64	32.15 5,573.19	33.76 5,851.91	35.45 6,144.67
TRANSIT DISPATCHER — UR	14.91 2,584.40	15.65 2,712.67	16.43 2,848.39	17.26 2,990.87	18.12 3,140.45	19.02 3,297.49	19.98 3,462.51
TRANSIT DISPATCHER - UR	15.75 2,730.00	16.54 2,866.59	17.37 3,009.93	18.23 3,160.56	19.15 3,318.64	20.10 3,484.69	21.11 3,659.07
EXTRA HELP TRANSIT DISPATCHER - UR	15.75 2,730.00	16.54 2,866.59	17.37 3,009.93				

UR = Unrepresented
R = Represented
C = Confidential
M = Management

Unrepresented and Management; Adopted: Resolution 17-20
* Represented; Board Ratified June 4, 2015

AGENDA ITEM 1 I
Consent Item

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Maria Harris, Human Resources Manager
SUBJECT: Amendment to Resolution No. 17-26

REQUESTED ACTION:
MOTION,

Adopt **Amended** Resolution No. 17-26 adopting the **Final Report of the Classification Study, El Dorado County Transit Authority, October 2017** prepared by Koff & Associates approving the job classification changes.

BACKGROUND

December 7, 2017 The El Dorado County Transit Authority (El Dorado Transit) Board adopted Resolution No 17-26 adopting the Final Report of the Classification Study, El Dorado County Transit Authority, October 2017 (Study) prepared by Koff & Associates.

November 2, 2017 The El Dorado Transit Board received and filed the Final Report of the Classification Study, El Dorado County Transit Authority, October 2017 (Study) prepared by Koff & Associates.

March 2, 2017 The El Dorado Transit Board approved HR Services Procurement Sub-Agreement between El Dorado County Transit Authority and Koff & Associates for a Classification and Compensation Study

DISCUSSION

Resolution No. 17-26 included Attachment “A” with an error to a job classification. The Transit Driver job classification should have listed the title change to Transit Operator. A copy has been attached with strike through for approval along with the amended resolution.

The Study prepared by Koff & Associates included recommendations for nine (9) title changes; one (1) reclassification, two (2) revised classification structures and no classification eliminations. Please see Attachment A.

At this time staff recommends that the Board approve and adopt the amendment.

Title Changes

Current Classification Title	Proposed Classification Title
Human Resources Manager/Admin Services	Human Resources Manager
Administrative Analyst	Administrative Coordinator
Fiscal Administration Manager	Finance Manager
Operations Supervisor	Transit Operations Supervisor
Equipment Mechanic II	Equipment Technician II
Equipment Mechanic I	Equipment Technician I
Maintenance Custodian	Custodian
Dispatcher	Transit Dispatcher
Driver	Transit Driver Transit Operator

Reclassification

Current Classification Title	Proposed Classification Title
Sr. Equipment Mechanic	Maintenance and Facilities Supervisor

Revised Classification Structure

Current Classification	Proposed Classification Title
Accounting Technician I	Fiscal Technician II Fiscal Technician I
Office Assistant II	Office Assistant II Office Assistant I

AMENDED 02/01/2018

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 17-26**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY
TRANSIT AUTHORITY ADOPTING THE CHANGES TO PERSONNEL JOB
DESCRIPTIONS AND JOB TITLES**

WHEREAS, the El Dorado County Transit Authority conducted a classification study completed by Koff & Associates in October 2017 for review of all job classifications; and

WHEREAS, Koff & Associates proposed several changes including nine (9) title changes, one (1) reclassification, two (2) revised classification structure and no classification eliminations; and

WHEREAS, it is beneficial for El Dorado County Transit Authority to incorporate these changes that more clearly reflect the level and scope of work being performed as well as establish titling consistency with the labor market and industry standards; and

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transit Authority recognizes, adopts and incorporates herein the findings in the Final Report of the Classification Study, El Dorado County Transit Authority, October 2017; and, approves and authorizes the job title changes and job descriptions attached hereto as Attachment A and B.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 1st day of February 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 J
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Christine Parker, Safety Coordinator

SUBJECT: Purchasing of Mobileye by Rosco® Collision Avoidance

REQUESTED ACTION:
BY MOTION,

- 1. Approve Capital Improvement Plan Project 18-05(2) for a Collision Avoidance System (CAS)**
- 2. Approve Capital Improvement Plan Project 18-06(2) for a Radio System**
- 3. Approve Purchase Order 23263 for the purchase of Mobileye Shield+ by Rosco® Collision Avoidance**
- 4. Authorize the Executive Director to execute all contracts and documents related to purchase and implementation of Rosco® Collision Avoidance**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) provides transportation within El Dorado and Sacramento County in a variety of hazardous traffic conditions. Throughout their employment, Transit Operators engage in numerous hours of training on proper mirror usage and blind spot awareness to help reduce, if not eliminate, the likelihood of being involved in collision with vehicles, bicyclists and pedestrians. Operating in urban environments, the risks significantly increase for potential pedestrian and bicycle conflicts.

On December 7, 2017 the Board of Directors approved Capital Improvement Plan Project 18-05, Collision Avoidance System (CAS) and 18-06, Radio System. Funding was identified through Proposition 1B, California Transit Security Grant Program, California Transit Assistance Fund (CTSGP-CTAF) (FY) 2016/17 and (FY) 2015/16, respectively. \$124,854 for transit system safety, security and disaster response through California Emergency Management Agency (Cal EMA) had been granted to assist in the procurement of a radio system, and \$99,883 had been granted for a CAS.

DISCUSSION

Due to the updated cost estimates for both projects, El Dorado Transit staff received approval for a modification from grant administrators to switch the projects.

The CAS will enhance the safety of the general public, transit passengers and minimize damage to transit vehicles. CAS is also known as a pre-crash system, forward collision warning system, or collision mitigating system. It uses radar (all-weather) and sometimes lasers and cameras (employing image recognition) to detect an imminent collision and provide a warning to the driver to take evasive action. A CAS will not replace the skill of an operator, but provide assistance to the operator to minimize collisions.

El Dorado Transit Staff researched available Collision Avoidance Systems and determined Mobileye Shield+ through Rosco® is the sole source of the Collision Avoidance System.

Mobileye Shield+ communicates and provides visual alerts to operators based on the directional location of the pedestrian and severity of the threat. The multi-vision-sensor system is tuned with sophisticated algorithms to filter out pedestrian proximity that is threatening, while locking in and following pedestrian proximity and course if deemed to be collision likely. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential dangers on the road, such as vehicles, cyclists, and pedestrians. The distance and relative speeds of these objects are continuously measured to calculate the risk of the driver colliding with them. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collision or mitigate their severity.

FISCAL IMPACT

Collision Avoidance System CIP 18-05 (2)

<i>COST SUMMARY (ESTIMATE)</i>	<u>Approved Budget</u>	<u>Proposed Budget</u>
Collision Avoidance System	\$234,350	\$234,350
Contingency 10%	<u>\$ 23,435</u>	<u>\$ 23,435</u>
<i>Total Project Cost</i>	\$257,785	\$257,785

FUNDING SOURCE

Proposition 1B		
California Transit Security Grant Program-		
California Transit Assistance Fund		
(CTSGP-CTAF) FY 15/16	\$ 99,883	\$ 124,854
State Transit Assistance (STA)	<u>\$157,902</u>	<u>\$ 132,931</u>
<i>Total Revenue</i>	\$257,785	\$ 257,785

Radio System CIP 18-06 (2)*COST SUMMARY (ESTIMATE)*

	<u>Approved Budget</u>	<u>Proposed Budget</u>
Radio System	\$124,854	\$100,210
Contingency 10%	<u>\$ 0</u>	<u>\$ 10,021</u>
<i>Total Project Cost</i>	<i>\$124,854</i>	<i>\$110,231</i>

FUNDING SOURCE

Proposition 1B		
California Transit Security Grant Program-		
California Transit Assistance Fund		
(CTSGP-CTAF) FY 15/16	\$124,854	\$ 99,883
State Transit Assistance (STA)	<u>\$ 0</u>	<u>\$ 10,348</u>
<i>Total Revenue</i>	<i>\$124,854</i>	<i>\$ 110,231</i>

Collision Avoidance System

Project No. 18-05 (2)

The El Dorado County Transit Authority (El Dorado Transit) provides transportation within El Dorado and Sacramento counties in a variety of hazardous traffic conditions. Drivers engage in numerous hours of training throughout their employment on proper mirror usage and blind spot awareness to help reduce if not eliminate, the likelihood of being involved in collision with vehicles, bicyclists and pedestrians. Operating in urban environments, the risks significantly increase for potential pedestrian and bicycle conflicts.

The installation of a Collision Avoidance System (CAS) will enhance the safety of the general public, transit passengers and minimize damage to transit vehicles. It is also known as a pre-crash system, forward collision warning system, or collision mitigating system. It uses radar (all-weather) and sometimes laser and camera(s) (employing image recognition) to detect an imminent collision and provide a warning to the driver to take evasive action. A CAS will not replace the skill of a driver, but provide assistance to the driver to minimize collisions.

COST SUMMARY (ESTIMATE)

	<u>Proposed Budget</u>
Collision Avoidance System	\$234,350
Contingency 10%	<u>\$ 23,435</u>
<i>Total Project Cost</i>	\$257,785

FUNDING SOURCE

Proposition 1B	
California Transit Security Grant Program-	
California Transit Assistance Fund	
(CTSGP-CTAF)(Proposition 1B) (California)	
FY 15/16	\$ 124,854
State Transit Assistance (STA)	<u>\$ 132,931</u>
<i>Total Revenue</i>	\$ 257,785

Radio System

Project No. 18-06 (2)

The El Dorado County Transit Authority (El Dorado Transit) utilizes a radio system to communicate between dispatch personnel and bus drivers. This project will upgrade the radio system to improve range and performance to cover all areas of bus service.

COST SUMMARY (ESTIMATE)

	Proposed <u>Budget</u>
Radio System	\$100,210
Contingency 10%	<u>\$ 10,021</u>
<i>Total Project Cost</i>	<i>\$110,231</i>

FUNDING SOURCES

Proposition 1B	
California Transit Security Grant Program -	
California Transit Assistance Fund	
(CTSGP-CTAF) (Proposition 1B) FY 16/17	\$ 99,883
State Transit Assistance (STA)	<u>\$ 10,348</u>
<i>Total Revenue</i>	<i>\$110,231</i>

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

PURCHASE ORDER NO. 23263

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

DATE: 02/01/18

ACCOUNT: 9910.13

CLASS: 125

TO: ROSCO COLLISION AVOIDANCE
90-21 144th PLACE
JAMAICA, NY 11435

SHIP & INVOICE TO:

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

Contact: Christopher Quinlan

Vendor Phone No: (360) 305-0986

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		COLLISION AVOIDANCE SYSTEM 17 MOBILEYE SHIELD AND 17 MOBILEYE SINGLE CAMERA		\$192,720.50
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. PURCHASING AGENT			SUBTOTAL	\$192,720.50
			SHIPPING	
			SALES TAX	
			TOTAL	\$192,720.50

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 K
Consent Item

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Finance Manager
SUBJECT: Quarterly Investment Report Quarter Ending 12/31/2017

REQUESTED ACTION:

BY MOTION,

**Receive and File Quarterly Investment Report for Quarter
Ending 12/31/2017**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) adopted an investment policy on November 7, 1999 allowing investments in the State of California Local Agency Investment Fund (LAIF) and money market accounts.

El Dorado Transit investment policy requires quarterly investment reports to the Board of Directors.

DISCUSSION

Interest earnings for the fourth calendar quarter of 2017 equal \$7,784.03, to-date total interest earned for fiscal year (FY) 2017/18 equals \$15,007.81; this reflects an amount of \$2,233.62 over adopted budget. These funds are budgeted and used as operating income. Investment report for quarter ending 12/31/17 is submitted for review and file.

FISCAL IMPACT

Account 4970.00-Interest Income has been adjusted in the FY 2017/18 Mid-Year Budget Adjustment process presented in this agenda packet.

EL DORADO COUNTY TRANSIT AUTHORITY

QUARTERLY INVESTMENT REPORT

PERIOD 10/01/2017 – 12/31/2017

LOCAL AGENCY INVESTMENT FUND (L A I F)

Account Summary

09/30/2017	Balance Forward	\$ 1,203,380.14
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfers from General Checking Account	\$ 000,000.00
	Interest Earned @ 1.2%	\$ <u>3,653.42</u>
12/31/2017	Ending Balance 4th Qtr., 2017	\$ 1,207,033.56

UMPQUA BANK (Money Market Account)

Account Summary

09/30/2017	Balance Forward	\$ 2,463,230.48
	Total Transfers to General Checking Account	\$ -550,000.00
	Total Transfer from General Checking Account	\$ 000,000.00
	Interest Earned @ 0.68%	\$ <u>3,961.58</u>
12/31/2017	Ending Balance 4th Qtr., 2017	\$ 1,916,922.06

UMPQUA BANK (Operating Reserve Account)

Account Summary

09/30/2017	Balance Forward	\$ 98,563.86
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfer from General Checking Account	\$ 000,000.00

Interest Earned @ 0.68%	\$ <u>169.03</u>
12/31/2017 Ending Balance 4th Qtr., 2017	\$ 98,732.89

AGENDA ITEM 1 L
Consent Item

MEMORANDUM

DATE: February 1, 2018
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Finance Manager
SUBJECT: Blanket Purchase Order Revisions for Fiscal Year 2017/18

REQUESTED ACTION:

BY MOTION,

**Approve Revised Blanket Purchase Orders above \$25,000 for
Fiscal Year 2017/18**

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.

At the mid-year point of operations staff evaluates the financial position of El Dorado Transit including overview of purchase orders for the remaining six (6) months of service.

Typically these purchase order adjustments are presented for consideration at the regularly scheduled Board meeting in February of each fiscal year.

DISCUSSION

Salary & Benefit Accounts

Purchase Order B23000 – Assurant Employee Benefits

5020.04	LTD/Life Insurance	\$36,000	\$41,000
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Preliminary estimates for employee long term disability and life insurance premiums were under projected for Fiscal Year (FY) 2017/18.

Purchase Order B23002 – CalPERS 457 Deferred Compensation Plan

2032.00	Deferred Comp / Payroll Deduction	\$140,000	\$160,000
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The requested increase to the CalPERS 457 Deferred Compensation Plan has a zero fiscal effect to El Dorado Transit. This is a voluntary plan funded from employee payroll deductions. Purchase order B23002 is the mechanism that allows for these deductions and payments.

Purchase Order B23016 – Operating Engineers Public & Miscellaneous Employees
 5020.02 Health Insurance ~~\$630,000~~ \$820,000

The requested increase to the Operating Engineers Local is needed as original projections were based on estimates. Actual premium costs were not available at the time of budget development.

Service & Supply Accounts

Service and Supply accounts are utilized to achieve the maximum cost saving by purchasing from a variety of vendors. When vendor blanket purchase orders are increased, purchases for other vendors are reduced so the line item remains within budget.

Purchase Order B23008 – Dawson Oil Company

5040.01 Fuel Purchases
 5040.80 Sales/Fuel Tax ~~\$572,000~~ \$647,000

Purchase Order B23066 – Holt of California

5040.00 Vehicle Maintenance/Equipment ~~\$24,000~~ \$40,000

Purchase Order B23083 – Ron Dupratt Ford

5040.00 Vehicle Maintenance/Equipment ~~\$24,000~~ \$35,000

Purchase Order B23022 – RTS IT Inc.

5090.06 Service Contracts/Equipment ~~\$60,000~~ \$70,000

Purchase Order B23087 – Steve Stymeist Collision Centers

5040.06 Incident Repairs
 5040.00 Maintenance Vehicle/Equipment ~~\$24,000~~ \$50,000

Purchase Order B23090 – Thompson Chrysler Dodge

5040.00 Maintenance Vehicle/Equipment ~~\$20,000~~ \$30,000

Purchase Order B23027 – Visa – UMPQUA Bank

GL#’s to be designated per purchase category ~~\$40,000~~ \$50,000

Visa is used as a mechanism of purchase for small purchases, travel, and on-line items. Each item is reconciled and audited for correctness and posted.

FISCAL IMPACT

The increase of these blanket purchase orders are incorporated within the proposed Mid-Year Budget Adjustments included in a separate agenda item.

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23000

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

DATE: 07/01/17

ACCOUNT: 5020.04

CLASS: 125

TO: ASSURANT EMPLOYEE BENEFITS
PO BOX 804420
KANSAS CITY, MO 64180-4420

SHIP & INVOICE TO:

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

Contact:

Vendor Phone No: (800) 733-7879

Fax No: (816) 881-6005

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, AND LONG TERM DISABILITY INSURANCE FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$41,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$41,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$41,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

REVISED 02/01/18

PURCHASE ORDER NO. B23002

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

DATE: 07/01/17

ACCOUNT: 2032

CLASS: 125

TO: CalPERS 457 DEFERRED
 COMPENSATION PLAN
 PO BOX 2647
 LEWISTON, ME 04241-2647

SHIP & INVOICE TO:

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

Contact: Lisa Crowell

Vendor Phone No: (617) 657-7366

Fax No: (617) 376-4285

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		<p>OPTIONAL EMPLOYEE PAID SUPPLEMENTAL INCOME PLAN FOR RETIREMENT FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18</p> <p>PAYROLL DEDUCTIONS SENT TO CalPERS 457 ARE PAID THROUGH AN ELECTRONIC FUNDS TRANSFER TRANSACTION</p> <p>NOTE: PURCHASE ORDER REFLECTS TOTAL PREMIUM CHARGED. EDCTA ACTUAL COST IS REDUCED BY PAYROLL DEDUCTION OF EMPLOYEE PORTION.</p>		<p>NOT TO EXCEED: \$160,000.00</p>
<p>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.</p> <p>PURCHASING AGENT</p>			SUBTOTAL	\$160,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$160,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23016

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

DATE: 07/01/17

ACCOUNT: 5020.02

CLASS: 125

TO: OPERATING ENGINEERS PUBLIC
& MISCELLANEOUS EMPLOYEES
PO BOX 3157
HAYWARD, CA 94540-3157

SHIP & INVOICE TO:

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

Contact:

Vendor Phone No: (510) 337-3050

Fax No:

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		<p>OPERATING ENGINEERS PUBLIC EMPLOYEES HEALTH & WELFARE GROUP MEDICAL COVERAGE FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18</p> <p>NOTE: PURCHASE ORDER REFLECTS TOTAL PREMIUM CHARGED. EDCTA ACTUAL COST IS REDUCED BY PAYROLL DEDUCTION OF EMPLOYEE PORTION.</p>		NOT TO EXCEED: \$820,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$820,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$820,000.00
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

REVISED 02/01/18

PURCHASE ORDER NO. B23008

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

DATE: 07/01/17

ACCOUNT: 5040.01

CLASS: 110

ACCOUNT: 5040.80

CLASS: 100

ACCOUNT: VARIOUS

CLASS: VARIOUS

SHIP & INVOICE TO:

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

TO: DAWSON OIL COMPANY
PO BOX 360
ROCKLIN, CA 95677

Contact: Brian

Vendor Phone No: (530) 642-2681

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 10th OF THE MONTH		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		FUEL PURCHASES AND DIESEL EXHAUST FLUID AND ADDITIVES FOR TRANSIT FLEET VEHICLES FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$647,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$647,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$647,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23066

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

DATE: 07/01/17

ACCOUNT: 5040

CLASS: 110

TO: HOLT OF CALIFORNIA
PO BOX 100001
SACRAMENTO, CA 95813-9972

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

Contact:

Vendor Phone No: (877) 373-4100

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR FLEET VEHICLE MAINTENANCE ON AN AS NEEDED BASIS FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$40,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$40,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$40,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

REVISED 02/01/18

PURCHASE ORDER NO. B23083

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

DATE: 07/01/17

ACCOUNT: 5040

CLASS: 110

TO: RON DUPRATT FORD
1320 N. FIRST ST
DIXON, CA 95620

SHIP & INVOICE TO:

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

Contact: Bruce Fetrow

Vendor Phone No: (877) 466-9742

Fax No: (707) 678-2824

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR FLEET VEHICLE MAINTENANCE ON AN AS NEEDED BASIS FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$35,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$35,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$35,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23022

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

DATE: 07/01/17

ACCOUNT: 5090.06

CLASS: 125

ACCOUNT: VARIOUS

CLASS: VARIOUS

SHIP & INVOICE TO:

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

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

Contact: Tony Snider

Vendor Phone No: (530) 676-2020

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 15		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		INFORMATION TECHNOLOGY SUPPORT AND MONTHLY BACK-UP SERVICE FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18 PER SCOPE OF WORK ON EXHIBIT "A"		NOT TO EXCEED: \$70,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$70,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$70,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23087

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

DATE: 07/01/17

ACCOUNT: 5040.06

CLASS: 110

ACCOUNT: 5040

CLASS: 110

TO: STEVE STYMEIST COLLISION CNTRS
3948 HIGHWAY 49
PLACERVILLE, CA 95667

SHIP & INVOICE TO:

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

Contact: Sue Pardi (Office Manager)

Vendor Phone No: (530) 622-7588

Fax No: (530) 622-0353

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		COLLISION REPAIR FOR COMMUTER BUSES ONLY FACILITY TO ACCOMMODATE OUR COMMUTER BUSES IN EL DORADO COUNTY FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$50,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$50,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$50,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23090

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

DATE: 07/01/17

ACCOUNT: 5040

CLASS: 110

TO: THOMPSONS CHRYSLER DODGE
JEEP RAM
126 FORNI ROAD
PLACERVILLE, CA 95667

SHIP & INVOICE TO:

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

Contact: Tammy St. Germain

Vendor Phone No: (530) 903-4570

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR FLEET VEHICLE MAINTENANCE ON AN AS NEEDED BASIS FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED: \$30,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$30,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$30,000.00
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

REVISED 02/01/18

PURCHASE ORDER NO. B23027

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

DATE: 07/01/17

ACCOUNT: TO BE DESIGNATED

TO: VISA

UMPQUA BANK

4011 PLAZA GOLDORADO CIR

CAMERON PARK, CA 95682-8257

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY

DIAMOND SPRINGS, CA 95619-9454

Contact:

Vendor Phone No: (530) 622-4242

Fax No:

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		AGENCY CREDIT CARDS FOR: EXECUTIVE DIRECTOR OPERATIONS MANAGER HUMAN RESOURCES MANAGER PLANNING AND MARKETING MANAGER ADMINISTRATIVE COORDINATOR MISC. VISA PURCHASES FOR FISCAL YEAR 07/01/17 THROUGH 06/30/18		NOT TO EXCEED \$50,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	\$50,000.00
			SHIPPING	
			SALES TAX	
			TOTAL	NTE: \$50,000.00

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

AGENDA ITEM 1 M
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Revised Transportation Development Act Claim for Fiscal Year (FY) 2017/18

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 18-05 Authorizing the Executive Director to file a revised Transportation Development Act (TDA) Claim for Fiscal Year (FY) 2017/18

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) operates with funding from the Transportation Development Act (TDA), Federal Transit Administration (FTA) grant funds, passenger fares, and various other grant programs.

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

El Dorado Transit files annual claims for LTF and STA with the El Dorado County Transportation Commission (EDCTC).

DISCUSSION

As a recipient of TDA, El Dorado Transit files annual claims for those funds with the El Dorado County Transportation Commission (EDCTC). Annual fiscal and compliance audits of TDA recipients include a compliance report to verify that allocations are made according to the California Code of Regulations.

In November 2017 The State Controllers' Office provided revised allocation schedule for State Transit Assistance Funds (STA).

El Dorado Transit Resolution No. 18-05 presented for adoption authorizes the Executive Director to file a revised FY 2017/18 claim per California Code of Regulations Section 6649 reflecting the revised STA revenue.

FISCAL IMPACT

Resolution No. 18-05, if adopted, will result in adjustments to the FY 2017/18 Mid-Year Operating budget as noted in a separate agenda item.

	<u>Adopted Final 2017/18</u>	<u>Revised Mid-Year 2017/18</u>
TDA (LTF) Revenue	\$ 4,159,002.89	\$ 4,159,022.89
STA	\$ 669,697.00	\$ 1,052,383.00
Total Claim FY 2017/18	\$ 4,828,699.89	\$ 5,211,385.89

TDA-1

**TRANSPORTATION DEVELOPMENT ACT
CLAIM FORM**

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

FROM:

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

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

LTF	\$4,159,002.89	FY 2017 / 2018
STA	\$1,052,383.00	FY 2017 / 2018
Total Claim	\$5,211,385.89	FY 2017 / 2018

Submitted By: Mindy Jackson

Title: Executive Director

Date: 02/07/2018

EDCTC

Date of Approval: _____

Resolution No.: _____

Administrative Amendment No.: _____

EDCTC Executive Director

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 18-05**

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

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

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

Article 4	Operating Expenses	<u>\$ 4,159,022.89</u>
Total Article 4 Allocation Available		\$ 4,159,002.89

BE IT FURTHER RESOLVED, that the Executive Director or the designated representative shall be authorized to file a claim for STA Article 4 Sub-Chapter 2.5, Section 6730 (b) projects as follows:

2017/18 Claim	<u>\$ 1,052,383.00</u>
Total 2017/18 Claim	\$ 1,052,383.00

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st day of February, 2018 by the following vote of said Board:

AYES: NOES: ABSTAIN: ABSENT:

El Dorado County Transit Authority Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 N
Consent Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Adopt Proposed Fiscal Year 2017/18 Revised Mid-Year Operating Budget

REQUESTED ACTION:
BY MOTION,

Adopt Fiscal Year 2017/18 Revised Mid-Year Operating Budget Adjustments

BACKGROUND

The Proposed Fiscal Year (FY) 2017/18 Mid-Year Adjusted Operating Budget is presented to consider the status of the El Dorado County Transit Authority's (El Dorado Transit) budget at the six (6) month closing. Section 8.9 of the Joint Exercise of Powers Agreement of the El Dorado County Transit Authority states that the Executive Director has the power "*to execute transfers within major budget units, as long as the total expenditures of each major budget unit remain unchanged*".

The Proposed Fiscal Year 2017/18 Mid-Year Operating Budget includes a reduction in Revenue and Service & Supply accounts requiring Board approval.

Proposed account adjustments are noted in bold in the attached proposed budget report.

DISCUSSION

<u>Revenue Accounts</u>	<u>Net change is a decrease of \$176,900 in revenue</u>
--------------------------------	--

- Account 4270.00 State Transit Assistance (STA): STA funds may be used for operating revenues if certain criteria are met and capital projects. El Dorado Transit does not typically use STA to fund transit operations due to the volatility of the funding stream. STA is impacted by the price and amount of fuel sold and potential legislative action. The El Dorado Transit Board normally approves a transfer of all STA from operating to capital as a component of mid-year budget adjustments however; this year final adjustments will be made during the Final Amended Budget Process. The increase of \$382,656 is due to the revised allocation provided by the State Controllers' Office.

- Account 4270.00 State Transit Assistance (STA) Deferred: STA funds may be used for operating revenues if certain criteria are met and capital projects. STA deferred revenue is being used to balance the budget.
- Account 4970.00 Interest Income: Interest income has been increased to reflect actual receipts and final projections; revised to \$28,000.
- Account 4100.00 Federal Transit Administration (FTA) Section 5311 Grant: Adjusting to actual allocation; revised to \$490,631.
- Account 4300.00 Farebox: Increase based on first six (6) months actual income; revised to \$210,000.
- Account 4310.00 Contract Services: Decrease based on first six (6) months actual income; revised to \$440,000. Pass and scrip orders for Alta Regional Center clientele are now processed through Connect Card, only subscription services directly billed.
- Account 4330.00 Sacramento Commute Route Passes: Increase based on six (6) months actual receivables; revised to \$760,000.
- Account 4350.00 Bus Passes: Decrease based on six (6) months actual receivables; revised to \$80,000.
- Account 4360.00 Scrip: Decrease based on six (6) months actual receivables; revised to \$47,000.
- Account 4400.00 Advertising Revenue: Decrease based on six (6) months actual receivables; revised to \$12,000.
- Account 4270.01 State Transit Assistance (STA)/State of Good Repair: This is that portion of STA funds designated for State of Good Repair through Senate Bill 1; \$235,677.
- Account 5060.00 Offset Reserve Fund: Increase based on balance provided by insurance pool; revised to \$8,335.

Salary and Benefits Accounts

Net change is \$0 in expenses

- Account 5010.09 Skill and Shift Pay: Increase based on six (6) month actual and final projections. Increase to \$43,000. The new vehicles purchases for the local routes qualify for Skill Pay; this sunsets on June 30, 2018.
- Account 5020.04 Long Term Disability/Life Insurance: Increase of \$4,000 is based on six month actual and final projections.
- Account 5020.05 Workers' Compensation Insurance: Decrease of \$12,000 is based on final projections from carrier.

Service and Supply Accounts

Net change is a decrease of \$176,900 expenses

The adjustments in each line item presented, are based on actual costs for the first six (6) months of fiscal year 2017/18 and a projection for the remaining six (6) months.

- Account 5090.05 Communications – Phone: Increase of \$9,000 primarily due to the increased use of cellular products used for data collection and Wi-Fi on buses.
- Account 5060.03 Insurance Premiums/Commercial Package; Decrease of \$21,000 in premium.

- Account 5060.04 Insurance Premiums/EPLI Package; Increase of \$17,000 for Employee Practices Liability Insurance (EPLI) premium.
- Account 5160.01 Maintenance/Buildings: Increase of \$2,000 based on first six (6) month actual.
- Account 5160.03 Maintenance/Equipment: Budget line item added in the amount of \$8,000 based on first six (6) month actual. This is for preventive maintenance and inspections.
- Account 5160.05 Maintenance/Grounds: Increase in the amount of \$1,500 based on first six (6) month actual.
- Account 5090.00 Operating Expense - Other: Budget line item added in the amount of \$600 based on first six (6) month actual.
- Account 5150.01 Marketing: Decrease of \$12,500 based on first six (6) month actual.
- Account 5090.30 Staff Development and Training: Decrease of \$10,000 based on first six (6) months actual expenses.
- Account 5090.72 Bank Charges: Decrease of \$2,000 based on first six (6) month actual.
- Account 5090.73 Credit Card Charges: Budget line item added in the amount of \$5,000 to allow for accurate tracking of credit card usage fees.
- Account 5090.74 Connect Card Administration Expenses: Budget line item added in the amount of \$10,000 to allow for accurate tracking of Connect Card Administration Expenses.
- Account 6210.01 Cameron Park Expenses: Reduced by 50% to reflect the first six (6) months costs allocated expenses in actual accounts.

FISCAL IMPACT

The overall outlook of the El Dorado Transit budget is positive. The proposed mid-year budget for fiscal year 2017/18 nets an \$176,900 decrease in revenue and expenses while maintaining the current level of public transportation provided to the residents of the County of El Dorado.

El Dorado Transit is a joint powers agency and does not draw funding from the general funds of either member agency. The annual budget includes a contingency. If contingency funds are not used they are moved to the next fiscal year as allowed per California law under the Transportation Development Act.

EL DORADO COUNTY TRANSIT AUTHORITY
PROPOSED MID-YEAR OPERATING BUDGET 2017/2018

OPERATING BUDGET		FY 2017/2018	FY 2017/2018	Difference
		Final	Mid-Year	
REVENUE ACCOUNTS		Adopted 05/04/2017	Proposed 02/01/2018	
4000.00	Transportation Development Act (TDA/LTF)	\$4,159,003	\$4,159,003	\$0
4270.00	State Transit Assistance (STA)	\$669,697	\$1,052,353	\$382,656
4270.00	State Transit Assistance (STA) Deferred	\$1,452,989	\$704,006	-\$748,983
4970.00	Interest Income	\$24,000	\$28,000	\$4,000
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$474,917	\$490,631	\$15,714
4300.00	Farebox	\$190,000	\$210,000	\$20,000
4310.00	Contract Services	\$485,000	\$440,000	-\$45,000
4320.00	Farebox - Charter	\$5,000	\$5,000	\$0
4330.00	Sac Commute Route Passes	\$740,000	\$760,000	\$20,000
4350.00	Bus Passes	\$94,000	\$80,000	-\$14,000
4360.00	Scrip	\$87,000	\$47,000	-\$40,000
4400.00	Advertising Revenue	\$19,000	\$12,000	-\$7,000
4990.00	Misc. Revenue	\$400	\$400	\$0
4107.03	Fair Shuttle AB2766 Grant	\$35,265	\$35,265	\$0
4270.01	State Transit Assistance (STA)/State of Good Repare (SGR)	\$0	\$235,677	\$235,677
4109.04	Low Carbon Transit Operations Program (LCTOP) Grant CP	\$78,928	\$78,928	\$0
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$8,299	\$8,335	\$36
TOTAL REVENUES		\$8,523,498	\$8,346,598	-\$176,900
SALARY & BENEFIT ACCOUNTS				
5010.00	Regular Employees	\$3,109,237	\$3,109,237	\$0
5010.02	Temporary Employees	\$225,000	\$225,000	\$0
5010.07	Overtime	\$80,000	\$80,000	\$0
5010.08	On Call Pay	\$13,000	\$13,000	\$0
5010.09	Skill and Shift Pay	\$35,000	\$43,000	\$8,000
5020.01	Employee Retirement	\$470,000	\$470,000	\$0
5070.01	(OASDI - Payroll Tax) FICA	\$14,000	\$14,000	\$0
5070.02	MEDICARE - Payroll Tax	\$50,000	\$50,000	\$0
5020.02	Health Insurance	\$1,331,000	\$1,331,000	\$0
5020.03	Unemployment Insurance	\$20,000	\$20,000	\$0
5020.04	LT Disability/Life Ins	\$33,000	\$37,000	\$4,000
5020.05	Worker's Comp	\$280,465	\$268,465	-\$12,000
TOTAL SALARY & BENEFITS		\$5,660,702	\$5,660,702	\$0
SERVICE & SUPPLY ACCOUNTS				
5090.02	Clothing & Supplies	\$3,000	\$3,000	\$0
5090.05	Uniforms - Other	\$14,000	\$14,000	\$0
5050.01	Communications - Phone	\$48,000	\$57,000	\$9,000
5090.20	Communications - Radio	\$1,000	\$1,000	\$0
5090.01	Household Expenses	\$13,750	\$13,750	\$0
5060.01	Insurance Premiums/Public Liability	\$430,000	\$430,000	\$0
5060.02	Insurance Premiums/Physical Damage	\$28,000	\$28,000	\$0
5060.03	Insurance Premiums/Commercial & EPLI Packages	\$33,000	\$12,000	-\$21,000
5060.04	Insurance Premium EPLI Package	\$0	\$17,000	\$17,000
5090.06	Service Contracts/Equipment	\$115,000	\$115,000	\$0
5160.07	Park and Ride Maintenance	\$9,000	\$9,000	\$0
5160.01	Maintenance/Buildings	\$2,500	\$4,500	\$2,000
5160.03	Maintenance/Equipment	\$0	\$8,000	\$8,000
5160.05	Maintenance/Grounds	\$4,000	\$5,500	\$1,500
5160.09	Maintenance/Bus Stop	\$3,000	\$3,000	\$0
5160.00	Maintenance/Other	\$2,500	\$2,500	\$0
5040.00	Vehicle Maintenance (In-House)	\$293,000	\$293,000	\$0
5040.02	Vehicle Maintenance/Tires & Tubes	\$95,000	\$95,000	\$0
5040.03	Vehicle Maintenance/Lubricants	\$28,000	\$28,000	\$0
5040.04	Vehicle Maintenance/Small Tools - Shop	\$4,300	\$4,300	\$0
5040.80	Vehicle Maintenance/Sales Tax/ Fuel & Lub.	\$30,000	\$30,000	\$0
5090.40	Memberships	\$6,000	\$6,000	\$0
5090.70	Office Expense	\$15,000	\$15,000	\$0
5090.80	Postage	\$4,000	\$4,000	\$0
5090.00	Operating Expense - Other	\$0	\$600	\$600
5030.00	Professional Services	\$150,000	\$150,000	\$0
5030.10	Employee Medical Exams	\$13,000	\$13,000	\$0
5030.30	Background Checks	\$3,000	\$3,000	\$0
5090.08	Pubs/Legal Notices	\$4,000	\$4,000	\$0
5090.75	Printing	\$28,000	\$28,000	\$0
5120.02	Rents/Leases - Equipment	\$17,000	\$17,000	\$0
5120.03	Rents/Leases Park and Rides	\$10,000	\$10,000	\$0
5140.01	Equipment Purchase - Data Processing	\$1,000	\$1,000	\$0
5140.05	Equipment Purchase - Office	\$8,000	\$8,000	\$0
5150.00	Special Department Expense	\$5,000	\$5,000	\$0
5150.01	Marketing	\$25,000	\$12,500	-\$12,500
5090.30	Staff Development/Travel	\$31,000	\$31,000	\$0
5040.01	Fuel Purchase	\$572,000	\$572,000	\$0
5090.72	Bank Charges	\$2,500	\$500	-\$2,000
5090.73	Credit Card Charge Fees	\$0	\$5,000	\$5,000
5090.74	Connect Card Administration Expenses	\$0	\$10,000	\$10,000
5050.02	Utilities	\$54,000	\$54,000	\$0
5050.03	Utilities/ Park & Rides	\$21,000	\$21,000	\$0
4108.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
6210.01	Cameron Park Expansion	\$389,000	\$194,500	-\$194,500
6270.00	Contingency	\$347,246	\$347,246	\$0
TOTAL SERVICES AND SUPPLIES		\$2,862,796	\$2,685,896	-\$176,900
TOTAL OPERATING EXPENSES		\$8,523,498	\$8,346,598	-\$176,900

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: February 1, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: El Dorado Hills Taxi Voucher Program (Demonstration Project)
Request for Proposals

REQUESTED ACTION:
BY MOTION,

Approve the Release of Request for Proposals (RFP) 18-01 for the El Dorado Hills Taxi Voucher Program

BACKGROUND

In June 2013 the El Dorado County Transit Authority (El Dorado Transit) Board adopted the El Dorado Hills Community Transit Needs Assessment and U.S. 50 Corridor Transit Operations Plan, which included a recommendation to implement a Taxi Voucher program in El Dorado Hills. El Dorado Transit issued Request for Proposals (RFP) 15-02 on April 10, 2015 for the El Dorado Hills Taxi Voucher Program (Demonstration Project). The El Dorado Transit Board awarded the contract to Gold Rush Taxi on August 6, 2015 and the Taxi Voucher Program operations started in October 2015. Between October 2015 and November 2017, the El Dorado Hills Taxi Voucher Program provided 2,501 trips or an average of ninety-six (96) trips per month. The contract was for one (1) year with the option to extend for up to an additional two (2) years.

DISCUSSION

To continue the Taxi Voucher program under a new contract, upon Board approval El Dorado Transit will issue RFP 18-01 to solicit multiple vendors for participation in the El Dorado Hills Taxi Voucher Program.

The following is an outline of the proposed service structure contained in the RFP.

- Proposed participants: Initial roll-out; Seniors (age 60+) and Disabled Persons who are residents of El Dorado Hills.
- Proposed service area: El Dorado Hills Community Service District (EDHCSD) (see map). Clients would be able to request trips beyond EDHCSD (i.e. Folsom for medical trips) but would be responsible for all fare beyond the service area.
- Proposed service hours: Seven (7) days per week, 8:00 AM to 5:00 PM

- Proposed reservations obligation: Passengers may self-select from participating vendors. Actual reservations process to be determined through negotiations with potential vendors.
- Proposed passenger fare obligation: \$3.00 per one way trip within the El Dorado Hills Community Service District; passenger may be responsible for additional fare depending on actual trip request.
- Proposed operating subsidy: To be negotiated
- Proposed method of tracking/payment: Vouchers to be purchased by the passenger.

Administration Related Service Elements

- Passenger trip tracker has been developed for invoicing and verification purposes.
- Monthly service reporting requirements have been established to conform to current State and Federal requirements.

Staff is proposing the following schedule for the RFP process.

February 2, 2018..... Issue Request for Proposals
 February 23, 2018..... Deadline for Submitting Written Questions
 March 9, 2018..... Closing date for receipt of proposals
 March 12, 2018..... Contact proposers to schedule interviews, if required
 March 19-21, 2018..... Conduct interviews, if required; recommend contract award
 April 5, 2018..... Contract award
 April 6, 2018..... Execute contract

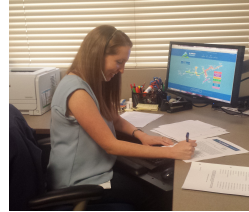
El Dorado Transit staff recommends that the board approve the release of the Request for Proposals (RFP) 18-01 for the El Dorado Hills Taxi Voucher Program.

FISCAL IMPACT

Per the El Dorado Hills Community Transit Needs Assessment and U.S. 50 Corridor Transit Operations Plan, it is estimated that the program will require a subsidy of a maximum of \$87,000 annually based upon total ridership.



EL DORADO TRANSIT



REQUEST FOR PROPOSALS #18-01

El Dorado Transit Taxi Voucher Program in El Dorado Hills

Release Date: February 2, 2018

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

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REQUEST FOR PROPOSALS

For EL DORADO TRANSIT TAXI VOUCHER PROGRAM IN EL DORADO HILLS

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I. INTRODUCTION

The El Dorado County Transit Authority (El Dorado Transit) provides public transportation within the Western Slope of El Dorado County under a Joint Powers Agreement between El Dorado County and the City of Placerville. Board membership includes three (3) members appointed by the El Dorado County Board of Supervisors and two (2) members appointed by the City of Placerville City Council.

II. BACKGROUND

The goal of this project is to secure contracts with multiple taxi vendors able to provide service as part of the El Dorado Transit Taxi Voucher Program in El Dorado Hills, California.

El Dorado Transit was established to provide public transportation options for senior and disabled residents of El Dorado County. Public transportation services gradually expanded to meet some of the transportation needs of the general public. El Dorado Transit services currently include commuter routes, rural fixed routes and demand response services.

The El Dorado Hills Community Transit Needs Assessment and US 50 Corridor Transit Operations Plan, June 2013 included the recommendation to develop a taxi voucher program to provide same day service to seniors and disabled persons in El Dorado Hills. This recommendation was carried forward in the Western El Dorado County 2014 Short- and Long Range Transit Plan, August 2014.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for the El Dorado Transit Taxi Voucher Program will be an agreement between El Dorado Transit and the contractor(s). It is the intent of El Dorado Transit to enter into agreements with multiple contractors for the specified services. El Dorado Transit will provide contract administration services. The contractor(s) will invoice El Dorado Transit for services rendered and El Dorado Transit will pay the contractor(s) for these services. Funding for the contractor(s) services will be provided by El Dorado Transit utilizing Federal, State and/ or local funding sources. The El Dorado Transit Board of Directors will award the contract.

The budget for the El Dorado Transit Taxi Voucher Program is not to exceed \$87,000.00 annually in total and is not limited to a single contractor(s).

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected contractor(s) will be expected to perform all services described in the Scope of Work. The contractor(s) will receive general direction from the El Dorado Transit Planning and Marketing Manager and any staff assigned to this project.

The proposed taxi voucher program shall provide on-demand, subsidized taxi service within the El Dorado Hills Community Service District area within Western El Dorado County (see Exhibit A). The service shall be provided to eligible senior and disabled residents, as specified by El

Dorado Transit, of the El Dorado Hills Community. For the purposes of this agreement, a senior is defined as a person age sixty (60) or older.

General Service Description

1. Taxi operators must be able to provide taxi service between the hours of 8 AM and 5 PM seven (7) days per week.
2. Reimbursement for each taxi trip will be paid by El Dorado Transit through the reimbursement of a verified taxi voucher issued by El Dorado Transit. Services shall be provided within the El Dorado Hills Community Service District area for a flat rate to be agreed upon by the CONTRACTOR(S) and El Dorado Transit. Service may be provided beyond the El Dorado Hills Community Service District at the sole expense of the passenger.
3. Service shall be provided on a pre-scheduled reservation basis unless otherwise arranged by the CONTRACTOR(S).
4. Service shall be reserved for round trip service at the time the reservation is made unless otherwise specified by the passenger at the time of the reservation request.
5. Contractor(s) shall make every effort to arrive to pick-up eligible passengers within forty-five (45) minutes of a reservations call, unless alternate time scheduled at the time of the reservation request.
6. Service shall be reserved at any time during CONTRACTOR(S) business hours, and may be reserved before the day of the service.
7. Service shall be provided to every scheduled passenger within thirty (30) minutes of reservation time.
8. If a person needs a wheelchair-accessible vehicle but one is not available within the thirty (30) minute window, the taxi operator must refer this passenger to El Dorado Transit as soon as possible.
9. El Dorado Transit may install GPS in any El Dorado Transit vehicles that are leased to CONTRACTOR(S).

Customer Service

1. Contractor telephone staff will treat all callers with courtesy and dignity and will respect the caller's right to privacy and confidentiality. Professional, prompt and courteous customer service shall be a high priority.
2. Contractor will require staff and drivers to participate in voluntary customer service and driver sensitivity training provided by El Dorado Transit.
3. Customer Usage of the Program: El Dorado Transit reserves the right to change the following customer usage protocols that will be in effect at the beginning of the Agreement term:
 - a. Minimum prior notice required to request a ride: 45 minutes

- b. Per-ride subsidy: \$15 (to be negotiated prior to contract signing)**
- 4. Eligible passengers may bring guests on trips at no extra cost, subject to seating limitations, as long as the guests board and alight at the same origin and destinations as the eligible passenger.**
- 5. CONTRACTOR(S) will respond promptly to all customers and will refer all complaints to the Operations Manager at El Dorado Transit at 530-642-5383 Ext. 211.**
- 6. CONTRACTOR(S) will notify El Dorado Transit within 2 hours of the following: reported accident while in the process of transporting an El Dorado Transit client; unavailability of an accessible vehicle; or any other incident that may warrant notification of El Dorado Transit staff.**

Contractor Responsibilities

- 1. CONTRACTOR(S) will provide a current fleet list, including any accessible vehicles, to El Dorado Transit quarterly commencing the first quarter after acceptance of this agreement. Should the CONTRACTOR not have accessible vehicles currently in fleet, CONTRACTOR shall obtain a minimum of one (1) accessible vehicle as soon as is practicable.**
- 2. CONTRACTOR(S) will designate a point of contact and an alternate contact that shall be available to El Dorado Transit during normal business hours. The designee and the alternate shall be persons with the authority to manage the project and/or respond to any requests made by El Dorado Transit.**
- 3. CONTRACTOR(S) will report monthly a list of trips provided to eligible El Dorado Transit clients utilizing the Program Tracker provided by El Dorado Transit (see attachment).**
- 4. CONTRACTOR(S) will submit all vouchers received in conjunction with rides indicated on the Program Tracker. Failure to provide redeemed vouchers for trips indicated on the Program Tracker may result in non-payment for said trips.**
- 5. CONTRACTOR(S) will ensure that all vehicles operated under this contract are in good working order, clean and free from visible damage. It is the right of El Dorado Transit to inspect CONTRACTOR(S) vehicles at any time to verify vehicle condition and cleanliness.**
- 6. CONTRACTOR(S) will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655 and will ensure all drug and alcohol test results are sent quarterly to El Dorado Transit and that all post-accident drug and alcohol test results are sent to El Dorado Transit within one (1) week.**
- 7. CONTRACTOR(S) will work with El Dorado Transit on establishing no-show and late cancellation policies to encourage passengers to be responsible for their scheduled rides.**

V. CONTACT PERSON

Mr. Brian James
Planning and Marketing Manager
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 ext. 201
Email: bjames@eldoradotransit.com

VI. PROJECT TIMETABLE (*All dates are tentative*)

February 2, 2018Issue Request for Proposals
February 23, 2018Deadline for submitting written questions
March 9, 2018Closing date for receipt of proposals
March 12, 2018Contact proposers to schedule interviews, if required
March 19-21, 2018.....Conduct interviews, if required; recommend contract award
April 5, 2018Contract award
April 6, 2018.....Execute contract

Proposals must be received no later than 4:00 PM on Friday March 9, 2018. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his own risk. El Dorado Transit will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.**

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit El Dorado Transit to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. El Dorado Transit expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. El Dorado Transit reserves the right to withdraw this RFP at any time without prior notice. Further, El Dorado Transit reserves the right to modify the RFP schedule described above.

B. Award

El Dorado Transit may ask RFP finalists to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. El Dorado Transit also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by El Dorado Transit and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Proposers downloading the RFP from the El Dorado Transit website are responsible for checking the website up to the closing date of March 9, 2018 for any addenda issued. Printed copies of the RFP and/or any addenda are only mailed out by proposer request. Addenda issued are required to be acknowledged and returned by participating proposer in order to be considered further in the evaluation process. Those proposers not acknowledging and returning addenda as required will not be considered and will be rejected as “non-responsive.”

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of El Dorado Transit shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Precontractual Expense

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP.
- 2) Submitting proposals to El Dorado Transit.
- 3) Negotiations with El Dorado Transit on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, El Dorado Transit shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. El Dorado Transit shall be held harmless and free from

any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by April 6, 2018.

G. Term

The term of the contract will be from date of execution to completion of the project, June 30, 2019 or as agreed upon by the consultant and the Project Manager.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the El Dorado County Transit Authority as an additional insured.

J. Contract Arrangements

The consultant is expected to execute a contract similar to El Dorado Transit's Professional Services Agreement (included as Exhibit C), which meets the requirements of TEA 21:

- 1) Disadvantaged Business Enterprise (DBE) Policy: 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. El Dorado Transit's overall goal for the Federal fiscal year 2013/14 is the following: twelve point five percent (12.5%) of the Federal financial assistance in FHWA-assisted contracted services. Any DBE certified firms must submit a participation statement to each proposal.
- 2) DBE Obligation: The recipient or its contractor 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, all recipients or contractors 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. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

- 3) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.
- 4) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex 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.

Each proposal, to be considered responsive, must include the following:

- 1) A copy of the contractor(s) affirmative action policy (applicable for firms with 50 or more employees)
- 2) Discussion of the contractor(s) program for use of DBEs in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate
 - The description of the work each named firm will perform
 - The dollar amount of participation by each DBE firm

3) Conflict of Interest

Firms submitting proposals in response to this RFP must disclose to El Dorado Transit any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP.

If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal must follow the general outline below. Each proposal should consist of a technical proposal (items 1-5 below), Form A-H (Appendix A) and a copy of Exhibit B-Contractor Data Sheet and Supplemental Questionnaire.

1) **Transmittal Letter**

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2) **Introduction (1 Paragraph)**

The proposer should succinctly describe their company history, structure and current service area, as well as any prior experience of working within a taxi voucher program.

3) **Technical Data**

Proposer must complete Exhibit B: Contractor Information Data Sheet. Proposer should provide proposal for flat rate fee for the service described herein; per passenger, one-way within the El Dorado Hills Community Service District (Exhibit A, approximately 9 miles in length North to South). This rate will be negotiated with successful proposers. Proposal should also include current trip data, including average trip length, average trip fare and average trip duration of trips within El Dorado County.

4) **Project Management**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely and that the quality of the services will meet El Dorado Transit's requirements.

5) **Number of Copies**

The proposer must provide three (3) stapled or bound copies of all submittals in response to this Request for Proposals.

All proposals shall be received no later than 4:00 PM, March 9, 2018 at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619.

All proposals shall be submitted in a sealed envelope that is clearly marked "RFP El Dorado Hills Taxi Voucher Program-Proposal". Late proposals shall not be accepted.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transit Authority.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. The panel will make recommendations to the El Dorado Transit Executive Director on the basis of the proposal and oral interviews, if requested. El Dorado Transit reserves the right to award a contract based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Specialized experience and technical competence.
- Familiarity with type of issues and problems associated with transit agencies.
- Understanding of and approach to scope of work/ services.
- Proposed flat fee schedule and flag and mileage rates.

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

X. PAYMENT SCHEDULE

Fees shall be billed on a per trip basis for all services rendered. The contractor(s) should forward a copy of all invoices and trip sheets for payment for work performed after the presentation to El Dorado Transit by the fifth (5th) day of the following month.

APPENDIX A (REQUIRED FORMS)

FORM A

LOBBYING CERTIFICATION

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of CONTRACTOR'S Authorized Official

Date

Name and Title of CONTRACTOR'S Authorized Official

FORM B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Paratransit, Inc. may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Paratransit, Inc. if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Paratransit, Inc. for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Paratransit, Inc.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

FORM B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (PAGE 2)**

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

2. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Paratransit, Inc. may pursue available remedies including suspension and/or debarment.

4. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

5. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

FORM C
ADDENDUM RECEIPT

_____ (Name of CONTRACTOR) acknowledges it has
received and read the following Addenda:

Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____
Addendum # _____	Signature _____

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

FORM D

Non-Collusion Affidavit for Contractor

STATE OF
CALIFORNIA
COUNTY OF EL
DORADO

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)
of _____, hereinafter referred to as (contractor) or
(SUBCONTRACTOR).
2. That he/she is fully informed regarding the preparation and contents of this proposal for
certain work in the County of El Dorado, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest,
including its this affiliate, has not in any way colluded, conspired, connived or agreed,
directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive
or sham proposal in connection with such contract or to refrain to submitting a proposal in
connection with such contract, or has in any manner, directly or indirectly, sought by
unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the
price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or
unlawful agreement any advantage against City or any person interested in the proposed
contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the
CONTRACTOR or any of its agents, owners, representatives, employees, or parties in
interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2018, at _____, California.

Signed: _____

Title: _____

FORM E
CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

FORM F
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official _____

Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

Date _____

FORM G
CERTIFICATION REGARDING ALCOHOL MISUSE AND PROHIBITED DRUG USE

Certification Regarding Alcohol Misuse and Prohibited Drug Use

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (CALTRANS sub-recipient MA (03-6225)), between EL DORADO TRANSIT and CALTRANS, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

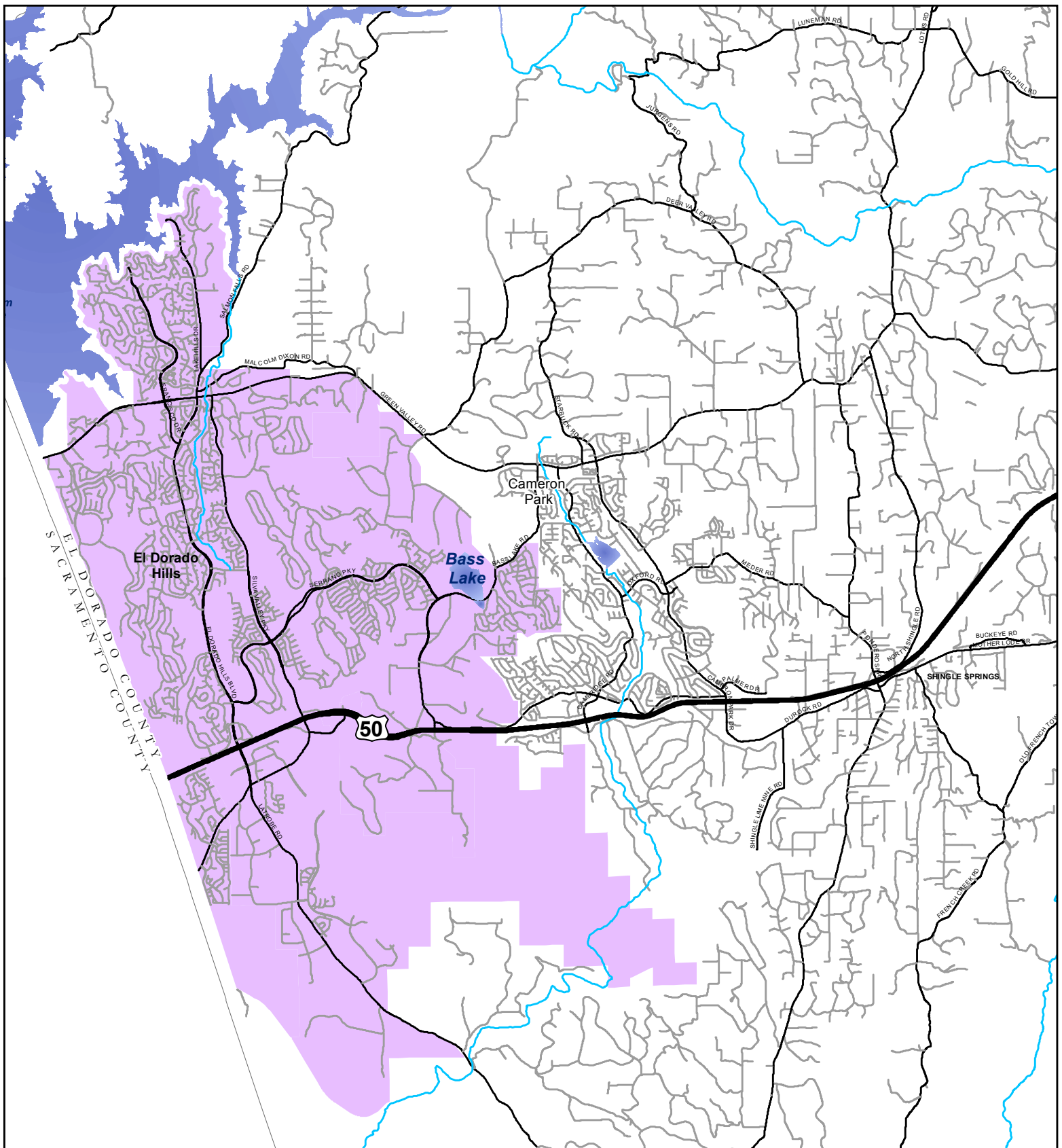
Title _____

FORM H

CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Sub consultants: \$ _____			
8. Total Number of <u>all</u> Sub consultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: _____		14. Total % Claimed	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		15. Preparer's Signature _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print) _____	
28. DLAE Name (Print) _____		17. Preparer's Title _____	
29. DLAE Signature _____		18. Date _____	
30. Date _____		19. (Area Code) Tel. No. _____	



El Dorado Hills Community Services District

Map Source: El Dorado County Transportation Commission
Base Data Source: El Dorado County

Map Feature Key

- Major Roads
- Minor Roads
- El Dorado Hills CSD

1 inch = 7,754 feet Miles N

EXHIBIT B

Contractor Information Data Sheet

COMPANY INFORMATION

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Phone: _____

Owner Name: _____

Phone: _____

Email: _____

Business License #: _____

COMPANY STATISTICS

Number of Employees: Full Time _____ **Part-Time** _____

Fleet Size: _____

Number of Accessible Vehicles: _____

Number of Years in Operation: _____

Current Service Area: _____

Flag Rate: \$ _____

Mileage Rate: \$ _____

Wait Time Rate: \$ _____

Average Trip Length (miles): _____

Average Trip Length in El Dorado Hills (miles): _____

EXHIBIT B

Supplemental Questionnaire

- 1. By responding to this Request for Proposals you are stating that you have the desire and ability to perform the services herein. Do you have the ability to provide up to twenty (34) trips per day specific to the El Dorado Hills Taxi Voucher Program?**

_____ Yes

_____ No

If No, please explain why and approximately how many trips per day your company would be able to provide.-

- 2. As a part of this program, your company will be expected to maintain complete vehicle maintenance records indicating that vehicles are maintained in accordance with manufacturer's recommendations. Are you willing to maintain fleet vehicles to manufacturer's standards and to provide maintenance records as requested by El Dorado Transit?**

_____ Yes

_____ No

If no, please explain why.

- 3. Does your company currently participate in a drug and alcohol testing program?**

_____ Yes

_____ No

If yes, please indicate who administers the drug and alcohol program and how long your company has participated in the program.

- 4. Does your company currently dispatch using a computer program or software?**

_____ Yes

_____ No

If yes, please indicate the name and type of software being used. If not, are you capable of electronically tracking the trips provided as required for billing purposes?

EXHIBIT B

5. Please provide estimated fares for the following trip distances.

4 miles _____

7 miles _____

10 miles _____

21 miles _____

25 miles _____

EXHIBIT C
EL DORADO COUNTY TRANSIT AUTHORITY
Agreement for Provision of Taxi Voucher Service within El Dorado Hills Area

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SAMPLE

EL DORADO TRANSIT SAMPLE SERVICE AGREEMENT

This AGREEMENT is made this ___ day of ___ 2018, by and between the EL DORADO COUNTY TRANSIT AUTHORITY, hereinafter referred to as "EL DORADO TRANSIT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR submitted a proposal dated _____ in response to the request for proposals to provide such services in the method and manner and for the costs set forth in the proposal, subsequent clarifications and the "best and final offer"; and,

WHEREAS, CONTRACTOR represents it has the management and technical personnel, expertise and other useful assets of sufficient quantity and quality to provide EL DORADO TRANSIT's taxi voucher program services; and,

WHEREAS, the subject Request for Proposals (RFP) is attached to this agreement as **Exhibit B** and CONTRACTOR's proposal is attached as **Exhibit C** and both are by this reference made a part of this agreement;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. PURPOSE OF AGREEMENT.

EL DORADO TRANSIT hereby contracts with CONTRACTOR to operate and dispatch specified taxi voucher program services upon the terms and conditions hereinafter set forth.

2. TERM OF AGREEMENT.

(a) **Contract Term:** Subject to the terms and conditions of this agreement, the term of this agreement shall be from _____ through and including _____.

(b) **Optional Extension Term:** EL DORADO TRANSIT, at its sole discretion, will have the option to extend the terms of this agreement for two (2) one (1) year terms. The one (1) year extensions may be acted upon either, individually or in conjunction.

PRICE: A flat rate of fifteen (\$15.00) dollars per one-way trip. Total annual invoicing not to exceed **\$87,000** for any single contractor.

3. SCOPE OF WORK.

CONTRACTOR shall provide the transportation services set forth in **Exhibit A** entitled "Scope of Work" attached and by this reference made a part of this agreement. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended pursuant to the terms and conditions of this agreement. **Exhibit D** includes proposed Maps and Schedules of El Dorado Hills Taxi Voucher Program Service.

Notwithstanding the above, changes involving schedules, service area locations, and so forth may be made at any time by EL DORADO TRANSIT without requiring the execution of a contract amendment. In the event the total passenger trips are increased or decreased by more than fifty percent (50%) over a three (3) month rolling average, EL DORADO TRANSIT or CONTRACTOR may request a rate renegotiation. All such changes by EL DORADO TRANSIT shall be set forth in writing.

4. MAXIMUM OBLIGATION.

EL DORADO TRANSIT agrees to pay CONTRACTOR(S) in consideration for its services as described herein. The maximum cost to be paid by EL DORADO TRANSIT to all CONTRACTOR(S) for services within the El Dorado Transit Taxi Voucher Program, shall not exceed **\$87,000**, based on the services specified in Exhibit A. Nothing in this agreement shall require EL DORADO TRANSIT to guarantee payment of the noted maximum obligation to one (1) or more CONTRACTOR(S). It shall be the responsibility of Contractor to monitor the services provided and the costs incurred to insure that the maximum amount of **\$87,000** is not exceeded.

5. PRICE FORMULA.

EL DORADO TRANSIT agrees to pay CONTRACTOR for performance of the services set forth in this agreement as follows:

(a) **Taxi Voucher Program Service (Senior and Disabled Persons):** Payment of a flat rate, which is to be determined, will be for services within the El Dorado Hills Community Service District Area. Passengers will be responsible for all additional fare for service requested beyond the specified El Dorado Hills Community Service District (Exhibit D Map).

(b) Compensation for any items and services not specified above shall not be forthcoming, CONTRACTOR is responsible for all items related to the provision of service indicated herein, including maintenance; fuel; communications; staffing, etcetera. EL DORADO TRANSIT may provide marketing, vouchers, brochures, and related collateral service materials.

(c) EL DORADO TRANSIT shall approve any and all marketing of the Taxi Voucher Program developed by CONTRACTOR – No Exceptions.

6. INSURANCE.

(a) CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees, and subcontractors. All coverages shall apply to all transportation systems included in this contract. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless specifically approved by EL DORADO TRANSIT.

1. Statutory Worker's Compensation Liability and Employers Liability Insurance coverage in the amount of \$1,000,000. The insurer shall provide an endorsement waiving all rights of subrogation against EL DORADO TRANSIT, its officers, officials, agents, and employees for losses arising from work performed by the contractor for EL DORADO TRANSIT. The insurer shall also endorse the policy to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to EL DORADO TRANSIT. A certificate of insurance and required endorsements shall be provided to EL DORADO TRANSIT prior to the commencement of work under this contract.

2. Commercial General Liability Insurance coverage at least as broad as ISO Occurrence Form CG0001, in an amount not less than \$1,000,000 combined single limit per occurrence/aggregate for bodily injury, personal injury, and property damage.

3. Business Automobile Insurance coverage, at least as broad as ISO Form CA0001 (ED.1/87), in an amount not less than \$20,000,000 combined single limit per accident for bodily injury and property damage for the fixed/express route services. The coverage for demand response (taxi) service shall be in an amount not less than \$1,000,000. No sublimits shall apply to passengers. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments, and collision and comprehensive physical damage coverage with no more than a Ten Thousand Dollar (\$10,000) deductible. CONTRACTOR shall be responsible for all deductibles. CONTRACTOR should provide alternate quotes for auto physical damage based on both actual cash value and replacement value of the vehicles.

4. Fidelity Bond in the amount of \$100,000 which shall cover CONTRACTOR employees and which shall protect EL DORADO TRANSIT from employee theft with respect to any occurrence by CONTRACTOR's employees.

(b) CONTRACTOR shall furnish EL DORADO TRANSIT with certificates of insurance and original endorsements affecting coverage required by this contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the EL DORADO TRANSIT Planning and Marketing Manager on behalf of EL DORADO TRANSIT before work commences.

The General Liability and Automobile Liability policies shall be endorsed to state:

EL DORADO TRANSIT, its officers, officials, agents, employees, and member agencies are to be covered as additional insureds as respects liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the operator, and with respect to liability arising out of the work and operations performed by or on behalf of CONTRACTOR.

(c) CONTRACTORs insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, agents, employees, volunteers and member agencies. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, agents, employees, volunteers or member agencies shall be in excess of the CONTRACTORs insurance and shall not continue with it.

(d) CONTRACTORs insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to EL DORADO TRANSIT.

7. INDEMNIFICATION.

To the fullest extent allowed by law, the CONTRACTOR shall defend, indemnify, and hold EL DORADO TRANSIT, its officers, agents and employees harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers of EL DORADO TRANSIT OR CONTRACTOR, employees, guests and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CONTRACTOR'S services, operations, or performance hereunder, regardless of

the existence or degree of fault or negligence on the part of EL DORADO TRANSIT, except as expressly prescribed by statute. This duty of contractor to indemnify and save EL DORADO TRANSIT harmless includes the duties to defend set forth in California Civil Code Section 2778.

8. INVOICES.

(a) All taxi vouchers redeemed by the CONTRACTOR(S) shall be invoiced to EL DORADO TRANSIT on a bi-weekly basis or monthly basis by mutual agreement. Invoices shall include all relevant trip information as indicated in **Exhibit E**, including the following: passenger name; date of service; voucher number, pick-up and drop-off locations and trip length. Trip costs shall be directly traceable by dispatcher and driver trip sheets (see **Exhibit E**), copies of which will be submitted to EL DORADO TRANSIT with each invoice.

9. PAYMENT.

All payments by EL DORADO TRANSIT to CONTRACTOR shall be made in arrears. Every effort will be made for payment by EL DORADO TRANSIT no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If EL DORADO TRANSIT disputes any item on an invoice for a reasonable cause, EL DORADO TRANSIT may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days of the receipt of the invoice by EL DORADO TRANSIT. EL DORADO TRANSIT shall assign a sequential reference number to each such deletion. Payments shall be by check payable to and mailed first-class to:

Company
Street Address
City, State, Zip Code

10. CONTROL.

(a) The basic nature of the services to be rendered by CONTRACTOR under this agreement shall be subject to the control of EL DORADO TRANSIT. CONTRACTOR shall advise EL DORADO TRANSIT of matters of importance and make recommendations when appropriate; however, final authority shall rest with EL DORADO TRANSIT.

(b) EL DORADO TRANSIT shall not interfere with the management of CONTRACTOR's normal internal business affairs and the method and manner by which the services are provided and shall not directly discipline or terminate CONTRACTOR employees. EL DORADO TRANSIT may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

11. CONTRACT ASSIGNMENT.

This agreement shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of EL DORADO TRANSIT. CONTRACTOR shall not sell or otherwise transfer its interest in this agreement without prior written notification to EL DORADO TRANSIT. Upon receiving such notification from CONTRACTOR, EL DORADO TRANSIT may, at its sole discretion, decide to exercise its right to terminate this agreement. Subject to this provision, the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

12. DISPUTES.

(a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between EL DORADO TRANSIT and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which EL DORADO TRANSIT is located.

(b) The Federal Procurement Regulations shall be used where applicable to define, resolve, and settle procurement issues.

13. TERMINATION FOR DEFAULT.

All the terms, conditions, and covenants of this agreement are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, EL DORADO TRANSIT shall give CONTRACTOR ten (10) days written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten (10) days thereafter to remedy, or cure such breach or default, then EL DORADO TRANSIT without further notice, may terminate this agreement. In the event of termination of this agreement as hereinabove specified, EL DORADO TRANSIT shall have the right to take immediate possession of all equipment and facilities provided by EL DORADO TRANSIT to CONTRACTOR and of the facilities and equipment supplied by CONTRACTOR under the provisions of this agreement. In the event EL DORADO TRANSIT does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by EL DORADO TRANSIT for the actual cost of the temporary use of said facilities and equipment.

14. TERMINATION FOR CONVENIENCE.

At any time, and without cause, EL DORADO TRANSIT shall have the right, in its sole discretion, to terminate this agreement by giving sixty (60) days written notice to CONTRACTOR. In the event of such termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of leases, contracts and orders connected with the terminated work and submit a termination claim to EL DORADO TRANSIT. If the parties are unable to agree on the amount of a termination settlement, EL DORADO TRANSIT shall pay the CONTRACTOR the following amounts:

- (a) Payment at the rate in effect at the time of termination for services rendered to the effective date of termination, and
- (b) The reasonable costs of settlement of the work terminated including the cost of termination of any leases, contracts or orders specifically applicable to the work terminated.

At its option, EL DORADO TRANSIT may direct the CONTRACTOR to assign the CONTRACTOR's rights to any leases, contracts or orders to EL DORADO TRANSIT, in which case, any rights so assigned shall not be included in CONTRACTOR's termination claim.

If termination occurs, all data, information and EL DORADO TRANSIT property shall be made available to EL DORADO TRANSIT without additional cost. In addition, this agreement may be terminated at any time without such notice upon mutual agreement between both parties.

15. REMEDIES ON BREACH.

It is agreed that in the event of failure by CONTRACTOR to perform the services required by this agreement, in addition to all other remedies, penalties and damages provided by law, EL DORADO TRANSIT may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to EL DORADO TRANSIT to provide such services.

16. RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS.

Upon expiration or earlier termination of this agreement, EL DORADO TRANSIT shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against EL DORADO TRANSIT based upon EL DORADO TRANSIT's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this agreement shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of EL DORADO TRANSIT.

17. CHANGES.

EL DORADO TRANSIT, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both EL DORADO TRANSIT and CONTRACTOR.

18. MODIFICATION OF AGREEMENT.

This writing constitutes the entire agreement between the parties relative to the subject matter of this agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements or conditions with respect to the subject matter of this agreement except those contained in this writing.

19. NOTICES.

All notices required to be given with respect to this agreement shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

Contractor: Vendor Name
 Street Address
 City, State, Zip Code
 Phone Number
 Email

EL DORADO TRANSIT:

Mr. Brian James, Planning and Marketing Manager
El Dorado Transit
6565 Commerce Way
Diamond Springs, CA 95619
(530) 642-5383 Ext 201
bjames@eldoradotransit.com

20. PROPRIETARY RIGHTS.

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this agreement shall be made available to EL DORADO TRANSIT with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to EL DORADO TRANSIT at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by EL DORADO TRANSIT without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this agreement for specific use in EL DORADO TRANSIT's system shall become the property of EL DORADO TRANSIT. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by EL DORADO TRANSIT prior to release.

21. FORCE MAJEURE.

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by fully unforeseeable events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

22. INFORMATION AND DOCUMENTS.

All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work under this agreement, shall be furnished to CONTRACTOR without charge by EL DORADO TRANSIT, and EL DORADO TRANSIT shall cooperate in every way possible in the carrying out of the work without undue delay.

23. EMERGENCY PROCEDURES.

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from EL DORADO TRANSIT is intact, CONTRACTOR shall follow instruction of EL DORADO TRANSIT. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the County of El Dorado Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within EL DORADO TRANSIT's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal rate and payment method or, if the normal method does not

cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

24. AUDIT AND INSPECTION.

CONTRACTOR shall permit the authorized representatives of EL DORADO TRANSIT, the U.S. Department of Transportation, the Comptroller General of the United States, the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this agreement. Further, CONTRACTOR agrees to maintain all required records for at least three years after EL DORADO TRANSIT makes final payments and all other pending matters are closed.

25. TRANSFER OF TITLE TO EQUIPMENT.

Equipment and supplies purchased by CONTRACTOR under this agreement as a direct charge expense shall become the property of EL DORADO TRANSIT upon the payment of the direct charge invoice. Equipment and supplies purchased by CONTRACTOR under this agreement within the defined scope of services may become the property of EL DORADO TRANSIT at EL DORADO TRANSIT's sole discretion upon termination of this agreement for any reason and EL DORADO TRANSIT's payment of the depreciated value of the items to CONTRACTOR. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this agreement. CONTRACTOR shall maintain a perpetual inventory of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment and supplies purchased or provided, either by EL DORADO TRANSIT or CONTRACTOR, under this agreement that is lost or unreasonably destroyed while under the control of CONTRACTOR.

26. TRANSPORTATION DATA REPORTING.

CONTRACTOR shall report operating and financial data to EL DORADO TRANSIT in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

27. PERMITS AND LICENSES.

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to EL DORADO TRANSIT when received by CONTRACTOR. In the event that any aspect of this agreement requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. EL DORADO TRANSIT reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

28. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

(a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of EL DORADO TRANSIT. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(b) CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

(c) CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, or national origin.

(d) CONTRACTOR shall promptly notify EL DORADO TRANSIT of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR's discrimination in employment and/or service and shall fully save harmless and indemnify EL DORADO TRANSIT in this regard.

29. LABOR PROVISIONS.

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

(c) Withholding for Unpaid Wages and Liquidated Damages. DOT or the recipient shall upon its own action or upon written request of authorized representative of the Department of Labor (DOL) withhold

or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

(d) Nonconstruction Grants. Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid; daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.

30. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(a) General Transit Employee Protective Requirements – To the extent that Federal Transit Administration (FTA) determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Amendment or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

31. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

32. TITLE VI CIVIL RIGHTS ACT OF 1964.

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(a) Compliance with Regulations. CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by EL DORADO TRANSIT or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, EL DORADO TRANSIT shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to CONTRACTOR under the contract until the CONTRACTOR complies, and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions. CONTRACTOR shall include the provisions of paragraph (a) through (f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request EL DORADO TRANSIT, and, in addition, CONTRACTOR may request the services of the Attorney General in such litigation to protect the interest of the United States.

33. DISADVANTAGED BUSINESS ENTERPRISE.

(a) It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

(b) CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 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, CONTRACTOR and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.

(c) CONTRACTOR shall cooperate fully with EL DORADO TRANSIT in meeting any of EL DORADO TRANSIT's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONTRACTOR shall keep records of DBE participation in all activities carried out pursuant to this agreement, and shall report to EL DORADO TRANSIT all such participation and efforts made to encourage DBE participation as required by EL DORADO TRANSIT.

(d) CONTRACTOR shall incorporate the provisions of this paragraph in all applicable subcontracts.

34. DRUG AND ALCOHOL TESTING.

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or EL DORADO TRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to EL DORADO TRANSIT.

To certify compliance, CONTRACTOR shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

35. CHARTER SERVICE OPERATIONS.

CONTRACTOR agrees that while performing work in connection with this agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. § 5352(d) and FTA regulations, “Charter Service,” 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this agreement.

36. SCHOOL BUS OPERATIONS.

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this agreement.

37. MISCELLANEOUS PROVISIONS.

(a) Conservation. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 RSC Section 6321 et seq.).

(b) Interest of Members of or Delegates to Congress. In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

(c) Conflict of Interest. No employee, officer, director or agent of EL DORADO TRANSIT shall participate in the selection, award or administration of this agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of EL DORADO TRANSIT shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

(d) Clean Water Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to EL DORADO TRANSIT and understands and agrees that EL DORADO TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(e) Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR agrees to report each violation to EL DORADO TRANSIT and understands and agrees that EL DORADO TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(f) Debarred Bidders. The CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform EL DORADO TRANSIT whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the CONTRACTOR be included on such a list during the performance of this project, it shall so inform EL DORADO TRANSIT.

(g) Cargo Preference. The CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

(h) Conflict of Transportation Interests. The CONTRACTOR shall not divert any revenues, passengers, or other business from EL DORADO TRANSIT's project to any taxi or other transportation operation of CONTRACTOR without the written approval of EL DORADO TRANSIT.

(i) Conflicting Use. The CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to EL DORADO TRANSIT for performing services under this agreement for any use whatsoever other than provided for in this agreement without the prior approval of EL DORADO TRANSIT.

(j) Fair Employment and Housing Act. CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

(k) Working Conditions. It shall be a condition of this agreement, and shall be made a condition of each subcontract entered into pursuant to this agreement, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this agreement to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

(l) Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (4) dated October 1997) between EL DORADO TRANSIT and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute breach of this contract.

(m) No Obligation by the Federal Government.

(1) EL DORADO TRANSIT and CONTRACTOR agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to EL DORADO TRANSIT, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) CONTRACTOR agrees to include the above clause in each subcontract in whole in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

38. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this agreement. CONTRACTOR shall hold EL DORADO TRANSIT harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse EL DORADO TRANSIT for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

39. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

(b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

40. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any EL DORADO TRANSIT requests, which would cause EL DORADO TRANSIT to be in violation of the FTA terms and conditions.

41. INDEPENDENT CONTRACTOR.

(a) Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent contractor performing services under this agreement for the consideration herein set forth.

(b) CONTRACTOR's employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to EL DORADO TRANSIT, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless EL DORADO TRANSIT from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

(c) This agreement does not constitute a contract of employment between EL DORADO TRANSIT and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this agreement, CONTRACTOR's successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, EL DORADO TRANSIT shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

42. TRANSITION TO FUTURE OPERATOR.

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this agreement, CONTRACTOR shall provide to either EL DORADO TRANSIT or any future operator selected by EL DORADO TRANSIT, CONTRACTOR's full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by EL DORADO TRANSIT. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to those provided by the new operator and shall cooperate fully with EL DORADO TRANSIT and the new operator to this end.

43. SEVERABILITY.

If any provision of this agreement is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this agreement and such remaining provisions shall continue to remain in full force and effect.

44. PRECEDENCE OF CONTRACT DOCUMENTS.

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this agreement.
- B) This agreement and attachments thereto, including Exhibit A (Scope of Work).
- C) Exhibits B (RFP) and C (CONTRACTOR'S proposal) to this agreement.

45. ADDITIONAL TERMS.

The validity in whole or in part of any provision of this agreement shall not affect the validity of other provisions. EL DORADO TRANSIT's failure to insist in any one or more instances upon the performance of any term or terms of this agreement shall not be construed as a waiver or relinquishment of EL DORADO TRANSIT's right to such performance or to future performance of such a term or terms, and CONTRACTOR's obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon EL DORADO TRANSIT except when specifically confirmed in writing by EL DORADO TRANSIT.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

EL DORADO COUNTY TRANSIT AUTHORITY

CONTRACTOR

By: _____

By: _____

Mindy Jackson, Executive Director

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

By: _____

EL DORADO TRANSIT Counsel

Title: _____

EXHIBIT D**SAMPLE EL DORADO TRANSIT TRIP TRACKER**

Taxi Voucher Program Monthly Ridership Tracker

	Pax Name	# of Pax	Voucher #	Requested pick-up time	Actual pick-up time	Pick-up location	Drop off time	Drop off location	Trip Mileage	Wheelchair y/n?
1										
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EL DORADO TRANSIT

Newsletter

January – March 2018
Volume 2 – Number 1



Increase in Connect Card Usage

Connect Card is the Sacramento region's new electronic transit fare payment system. Customers can purchase transit fare online or in person and use the card on 9 agencies in the region and on all El Dorado Transit vehicles.

Since the product launch in June 2017, usage has quickly grown. In November more than 19% of all transit fares at El Dorado Transit were paid using Connect Card. To find out how to join the movement and get your Connect Card, please go to connecttransitcard.com or call El Dorado Transit at 530-642-5383.



Commuter Route Updates

On Tuesday January 16, 2018 route changes on the commuter routes will take effect. The following changes will be implemented:

- AM Route 4 – Cambridge Park and Ride is being added to the route. The scheduled stop time will be 6:05am. To accommodate this change, the scheduled stop time at Central Park and Ride is being moved up five minutes to 5:45am. The scheduled stop time at the El Dorado Hills Park and Ride will remain the same at 6:15am.
- All Routes –Traffic patterns change over time. The stop times are being adjusted to more accurately reflect the current travel times for all routes. This means that the scheduled stops will be more in line with the actual bus arrival times.

Information regarding route changes and schedule updates are available at eldoradotransit.com/news. If you have any questions, please call us at 530-642-5383.



Holiday Schedule



Bus routes and services will not be available on the following holidays between January and March 2018.

New Year's Day.....January 1, 2018
 Martin Luther King Jr. Day.....January 15, 2018
 President's Day.....February 19, 2018



WiFi Added to Local Buses

In addition to the Commuter Route buses that currently have WiFi service, El Dorado Transit has added WiFi internet access to the new Gillig low-floor local route buses. This new service gives passengers the ability to check emails, read the news, or check the scoreboards as they travel. However, video streaming and other activities that use a large amount of bandwidth will be blocked to keep the system running fast for everyone on board.

The local buses that now have WiFi are on Route 30 serving Diamond Springs and El Dorado, Route 40 serving Cameron Park and Shingle Springs, Route 60 serving Pollock Pines, and Route 70 serving Cameron Park and El Dorado Hills.



El Dorado Transit Online

For the latest news and information, like us on Facebook and follow us on Twitter.

EL DORADO TRANSIT		El Dorado Hills Taxi Voucher	
Expiration Date		Taxi Driver First and Last Name	
6/30/2017			
Customer First and Last Name		Pickup Time	
		Gold Rush Taxi	
Customer Signature		Pickup Address	
		Address	
Drop-off Address		Number of Passengers	
		1 2 3 4 5 6 7 8 9 10 11 12	

Voucher must be fully and legibly completed by taxi driver. El Dorado Transit Picture ID Required.

Taxi Voucher Service Being Discontinued

The El Dorado Hills Taxi Voucher Program is being discontinued effective February 10, 2018.

El Dorado Transit and Gold Rush Taxi have provided this service to the residents of El Dorado Hills since October 2015.

Taxi vouchers will continue to be sold at distribution sites until December 31, 2017 while supplies last. Passengers may use Taxi Vouchers (valued at \$3.00) to ride with Gold Rush Taxi until the end of business on February 10, 2018.

To provide transportation after February 10, 2018, El Dorado Transit will make more rides available using the Dial-a-Ride service. Passengers may use the vouchers as full fare on El Dorado Transit Dial-a-Ride in the El Dorado Hills Taxi Voucher service area through June 30, 2018. Dial-a-Ride reservations are available by calling 530-642-3696 or 916-933-7766. Information regarding the Dial-a-Ride service is available at the El Dorado Transit website at eldoradotransit.com.

Refund requests will be accepted through June 30, 2018. Participants will need to mail a completed reimbursement form and the unused Taxi Vouchers to El Dorado Transit at 6565 Commerce Way, Diamond Springs, CA 95619.

El Dorado Transit is currently developing a Request for Proposals that will be sent to all taxi companies in the area with the intent of launching the Taxi Voucher service in El Dorado Hills under a new contract.

Participants with questions regarding these changes should contact El Dorado Transit at 530-642-5383.



2828 Easy Street Suite 1, Placerville, CA 95667 | 530.642.5260 | www.edctc.org

PUBLIC HEARING REGARDING PUBLIC TRANSPORTATION IN EL DORADO COUNTY

***Thursday February 1st, 2018
2:15 pm***

El Dorado County Board of Supervisors Meeting Room
330 Fairlane, Building A
Placerville, CA

The purpose of this meeting is to gather input regarding public transportation in El Dorado County, especially to solicit the input of transit-dependent and transit-disadvantaged persons, including the elderly, handicapped, and persons of limited means.

If you are unable to attend the public hearing, please mail written comments to the El Dorado County Transportation Commission at 2828 Easy Street, Suite 1, Placerville, CA, 95667. Comments may also be sent via e-mail to dbolster@edctc.org. All written comments must be received by 10:00 a.m. on February 1, 2018.

Any questions should be directed to Dan Bolster at the El Dorado County Transportation Commission at (530) 642-5262.